



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 04, 2021 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Mayor Betty Resch

PLEDGE OF ALLEGIANCE: led by Commissioner Christopher McVoy

AGENDA - Additions / Deletions / Reordering:

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

- A. Presentation regarding cyanobacteria by Reinaldo Diaz
- B. Proclamation declaring May 13, 2021 as World Falun Dafa Day
- C. FDOT Presentation - 10th Ave North & I-95 Interchange

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - April 20, 2021](#)

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

- A. [Proclamation declaring May 16-22, 2021 as Water Reuse Week](#)
- B. [Proclamation declaring May 2021 as Hepatitis Awareness Month](#)
- C. [Ratification of appointments and reappointments to various Advisory Boards](#)
- D. [Approval of Settlement with Milton Jackson for \\$50,100 \(inclusive of attorney's fees and costs\)](#)
- E. [Resolution No. 18-2021 – Documenting the levy of municipal special assessment liens for unpaid lot clearing charges](#)
- F. [Resolution No. 19-2021 – Documenting the levy of municipal special assessment liens for unpaid boarding and securing charges](#)
- G. [Amendment to Lease Agreement regarding the Jewell/Steinhardt Cove Living Shoreline to provide for a 99-year Lease term](#)
- H. [Resolution No. 20-2021 – Hurricane Isaias Federally Declared Disaster EM-3533 Subaward and Grant Agreement Z2537](#)
- I. [Resolution No. 21-2021 – ALA COVID Library Relief Fund Grant Application](#)

- J. [Change Order 01 to B&B Underground Construction, Inc. for the Lift Station 12 & 14 Improvement Projects](#)
- K. [First Amendment to Agreement with Cummins Power South for Annual Service Maintenance and Inspection of Generators.](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2021-02 – Second Reading – the establishment of a residential planned development including a development of significant impact, a major site plan, a conditional use, and sustainable bonus incentives for Golden Road Apartments, which includes 230 residential units](#)

NEW BUSINESS:

- A. [Resolution 23-2021 – issuing a notice of intent to adopt a temporary moratorium on accepting development applications under the Sustainable Bonus Program](#)
- B. [Agreement with Triple M Roofing for the PBC Fire Rescue Station #2 Roof Replacement Project](#)
- C. [Resolution No. 22-2021 – Budget Amendment for FY 2021 for the Electric Utility to replenish its Vegetation Management account with \\$350,000](#)
- D. [Work Order No. 5 with Globaltech, Inc. for Design-Build services for Water Treatment Plant Flash Mixer Improvements](#)
- E. [Appointment of a Commission member to the Multi-Jurisdictional Issues Coordination Forum](#)
- F. [Appointing the Interim City Manager.](#)

CITY ATTORNEY'S REPORT:

- A. Request for an Attorney-Client closed door session

CITY MANAGER'S REPORT:

ADJOURNMENT:

[Attachment: Draft Agenda - May 18, 2021](#)

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 MEETING OF THE CITY COMMISSION
CITY HALL COMMISSION CHAMBER
TUESDAY, APRIL 20, 2021 - 6:00 PM**

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

ROLL CALL: Present were Mayor Betty Resch; Vice Mayor Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Christopher McVoy.

PLEDGE OF ALLEGIANCE: led by Vice Mayor Herman Robinson.

AGENDA - Additions/Deletions/Reordering:

There were no changes to the agenda.

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

A. Palm Beach State College presentation given by President Ava L. Parker

President Parker stated that Palm Beach State (PBSC) was Florida's five public community college, had five campuses, 47,000 students and offered Associate, Bachelor's and Certificate Programs. She reported that PBSC was the largest employer in Lake Worth Beach, had a \$1.1 Billion annual economic impact into PBC as the primary provider of Public Safety Training and Health Care Workers. She announced that the goal was to Develop a partnership between the City of LWB and PBSC that targeted training and academic opportunities for the residents. She spoke about the poverty rate in the city for children under 18 and the industries located in the poverty zip codes. She listed the programs offered by PBSC to meet the needs of the local workforce and the benefits to students. She said that the partnership benefits would include increased access to higher education, an opportunity for employment growth through the enhancement of job skills/credential offerings for residents, strengthen community relationships through industry partnering, cultivate and grow the city workforce and help to quickly retool those who have become unemployed due to the pandemic. She said that PBSC inspired hope and was an open institution that transformed lives.

Commissioner Malega asked if PBSC would be interested in an internship for students with the city.

Dr. Parker said that an internship would be highly desired.

Vice Mayor Robinson asked which campus was closest to Riviera Beach and if PBSC would become a university.

Dr. Parker replied that Palm Beach Gardens was the closest campus and PBSC would not offer masters' degrees but might offer more bachelors' degrees.

Mayor Resch asked for the contact from Riviera Beach.

Dr. Parker stated that she would email the mayor with the contact information.

Mayor Resch thanked Dr. Parker for her presentation.

COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Robinson: said that he looked forward to the future in LWB and the five commissioners were working to make life better in the city. He wished a meaningful Ramadan to the Muslim residents. He reported that the cleanup had gone well and thanked all of the board volunteers; he encouraged those who wanted to get involved to fill out applications. He said that he looked forward to establishing a list of priorities. He opined that gun regulations needed to be a priority and thanked PBSO for how they handled the community.

Commissioner Stokes: said that she wanted Ronaldo Diaz, the Lake Worth waterkeeper, to give a presentation at the next commission meeting regarding the water in the city. She stated that staff should look into the repaving project on Federal Highway. She announced that the Education Task Force was getting up and running and was looking for an open application process. She said that she looked forward to conversations with the public about the projects downtown.

Commissioner McVoy: reported that he had attended the TPA meeting and had expressed the city's interest in the coastal link for the city and said that there would be presentations regarding the train. He said that there would be an opportunity for traffic calming on Federal Highway with the resurfacing; FDOT would be amenable. He expressed concern about pedestrian and bicycle riders in various locations in the city and said that there would be funding opportunities through Senator Frankel's office. He spoke in favor of body cameras and said that there seemed to be an interest in a visioning process with the CRA.

Commissioner Malega: announced that Commissioner Blockson's husband had had a heart attack and she had requested that the commission send flowers and get well wishes. She stated that Royal Poinsettia had had a neighborhood cleanup and the NAPC was trying to arrange monthly cleanups. She brought the charter review committee to everyone's attention and thanked staff for keeping up with all of her requests. She suggested a business advisory board.

Mayor Resch: stated that she had attended the Parrot Cove neighborhood meeting where concerns had been raised about the rising waters. She suggested that the NAPC create a welcome magazine as a project and said that the CRA was open to creating a visioning session. She requested that the flagpoles throughout the city be either lit or removed. She said that developers were coming to the city and inquired about looking at the sustainability bonus in terms of having something done for the city rather than the developer; she requested a moratorium on any new bonuses until the commission discussed the matter. She asked City Attorney Goddeau if the bonus would have to come back as an agenda item or if it could be voted on at the meeting.

City Attorney Goddeau responded that the matter would have to come back to allow for public comment and be formalized in an ordinance, and the commission could give consensus to direct the city attorney to do so.

There was consensus from the commission to bring an ordinance to the commission.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

Deborah Andrea, City Clerk, read the comments submitted by the following:

Ian Palmer wrote to request that the commission instruct PBSO to enforce both the city and county leash laws within the city.

Mike Hill wrote to inquire about the justification for Assistant City Manager Ruiz's high salary and to state that he had been unable to reach the commission's executive assistant.

Commissioner Malega stated that she had had a lengthy conversation with Mr. Hill to answer all of his questions.

Diane Lombardo wrote to urge the commission to pass a resolution calling for a moratorium on any new development or construction projects, excluding the Gulfstream Hotel, in the Downtown Jewell Neighborhood.

Wes Blackman wrote to ask the commission to change the action by the HRPB regarding the standards for acceptable Low-E glass so that people could improve their homes in a more sustainable and affordable way.

Pam Triolo wrote to ask what Mayor Resch had done to nurture the relationship with CDS and Restoration St. Louis to keep the Gulfstream Hotel project on track and not let the city and its residents and business owners down.

Sam Goodstein wrote to request that the new commissioners provide guidance to the CRA where it was inadequate before and to not be in a hurry to build now, but to find the right projects.

Maryellen Healy read her comment via zoom expressing concern about the quality of the air and water near the LWB lagoon and offered to work with the city on the issue.

Cliff Kohlmayer suggested that the commission consider putting a moratorium on any construction downtown for six months.

Vice Mayor Robinson said that six months was unreasonable and the department heads were fully capable of making decisions.

Commissioner McVoy stated that there was a transitional period with the City Manager leaving and asked his fellow commissioners to consider a pause.

Commissioner Stokes said that process should be followed rather than setting a time frame. She stated that a clear set of criteria needed to be created.

APPROVAL OF MINUTES:

Commissioner Malega pointed out that the April 6 minutes had been revised to include her inquiry regarding the straw poll.

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

- A. Regular Meeting - March 25, 2021
- B. Regular Meeting - April 6, 2021

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

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

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

- A. Professional Services Agreement (Special Magistrate Services) with Natalie Green Moore, of NGM Law, P.A.
- B. Approval of Settlement with David Aquilino for \$45,000 (inclusive of attorney's fees and costs)

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

PUBLIC HEARINGS:

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

City Attorney Goddeau read the ordinance by title only.

ORDINANCE 2021-01 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 "LAND DEVELOPMENT REGULATIONS," ARTICLE 1, "GENERAL PROVISIONS," DIVISION 2 "DEFINITIONS," SECTION 23.1.12 "DEFINITIONS" TO ADD AND CLARIFY USE DEFINITIONS; ARTICLE 2, "ADMINISTRATION", DIVISION 2 "PROCEDURES," SECTION 23.2-16 "QUASI-JUDICIAL PROCEDURES" TO UPDATE AND CLARIFY PROVISIONS RELATED TO AFFECTED PARTIES; AND AMENDING DIVISION 1 "GENERALLY," SECTION 23.3-6 "USE TABLES" TO ALLOW FOR TAKE OUT ESTABLISHMENTS BY ZONING DISTRICT AND TO MODIFY THE ZONING DISTRICT AND REVIEW PROCESS FOR SEVERAL USES; AND ADDING A NEW SECTION 23.4-23 – "TAKE

OUT ESTABLISHMENTS” TO CREATE DEVELOPMENT REVIEW STANDARDS FOR TAKE OUT ESTABLISHMENT USES; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Erin Sita, Community Sustainability Assistant Director, announced that the changes were highlighted in exhibit B to clarify the language regarding a continuance for affected parties.

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve Ordinance No. 2021-01 on second reading.

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

UNFINISHED BUSINESS:

B. Ordinance No. 2021-02 – First Reading – Consideration of the establishment of a residential planned development including a development of significant impact, a major site plan, a conditional use, and sustainable bonus incentives for Golden Road Apartments, which includes 230 residential units

Mayor Resch stated that Unfinished Business Item A was a quasi-judicial hearing to hear the continuation of the first reading of Ordinance No. 2021-02 and asked City Attorney Goddeau to read the ordinance.

City Attorney Goddeau read the ordinance by title only.

ORDINANCE NO. 2021-02 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT, LOCATED AT THE NORTHWEST CORNER OF 10TH AVENUE NORTH AND BOUTWELL ROAD CONSISTING OF APPROXIMATELY 6.39 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, THAT IS LOCATED WITHIN THE MIXED USE – WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) THAT INCLUDES THE SPECIFIC DEVELOPMENT STANDARDS DESCRIBED IN EXHIBIT B; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 230-UNIT RESIDENTIAL PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Mayor Resch asked if the commissioners had any ex-parte communications to disclose since the first hearing.

Commissioner McVoy said that had spoken with Ms. Libes and drainage engineers.

Commissioner Malega stated that she had met with WGI before her election about general projects, but not about the current project.

Vice Mayor Robinson said that he had spoken with WGI since the first hearing.

Commissioner Stokes stated that she had not had any conversations with any of the parties.

Mayor Resch said that she had not spoken with anyone since the first hearing.

Mayor Resch announced that under the quasi-judicial rules of procedure, city staff would be heard from first, followed by the applicant and then the affected party. She requested that those speaking state their names, the name and address of the property and property owner on whose behalf they were speaking. She said that all testimony in the hearing must be under oath and asked those providing testimony to stand, raise their right hands and face the city attorney to be sworn in. Those giving testimony were sworn in.

Mayor Resch asked if city staff had an updated presentation.

William Waters, Community Sustainability Director, said that the applicant would give an update.

Brian Seymour of Gunster Attorneys, stated that various issues had been examined taking the commissioners' comments from the previous meeting into consideration, focusing on sustainability while remaining affordable. He explained that the updated site plan would include two-story buildings, an enhanced buffer, a six-foot high wall, video doorbells, security cameras, electric vehicle charging stations and Florida Green Building Certification. He said that adding more trees was chosen over adding carports. He reported that the applicant had met with Mr. Romano to reach an agreement and all of the identified items would be either shown on the site plan or added into the conditions of approval at the second reading.

Commissioner Stokes said that she loved all of the new greenery and asked if the sand oaks would be relocated.

Lindsay Libes, Director of PLACE Operations for WGI, replied that WGI would look at relocating the trees.

Mayor Resch asked the affected party to make its presentation.

Mr. Romano thanked the commission for acting as a mediator and said that he was in support of the project after meeting with WGI. He requested that there would be no access to the property during construction from Boutwell or Keys Roads.

Mr. Seymour iterated that the request from Mr. Romano was written in the draft condition.

Commissioner Malega said that the commission was not anti-development and thanked WGI for setting the bar regarding what good neighbors could be.

Commissioner McVoy asked for confirmation that 75% of the trees would be shade trees and asked how traffic would be addressed or resolved.

Ms. Libes stated that the landscaping met code.

Mr. Seymour replied that WGI would work within the country strictures; traffic backup centered around the interchange which would be redesigned to try to fix the problem.

Vice Mayor Robinson opined that it was positive that the project would move forward and the city was raising its standards regarding development. He expressed concern about parking and traffic and said that he had not heard anything about a connection with the project and downtown.

Mr. Seymour said that there was an existing Palm Tran route, but WGI could not create a route itself.

Mr. Waters replied that there was an intersection improvement program for Boutwell Road and 10th Avenue North to make the intersection more pedestrian friendly and safe. He urged LWB to push the TPA as hard as possible to ensure that the federal improvement project would include the intersections at Barnett and A Streets; the environmental impact of the overpass and two interchanges had not been considered adequately and would need to be examined.

Mayor Resch asked Mr. Waters to update the commissioners via email and inquired about the six lanes becoming two lanes.

Mr. Waters said that there would have to be a transition to facilitate the two lanes going to six lanes; the major issue was the timing of the stoplights at the interchanges which could be improved greatly. He explained that the major issue occurred due to having a large school in an industrial area without any road improvements.

Commissioner Malega suggested that a welcome packet be given to all new residents in the new community.

Vice Mayor Robinson suggested moving the school to the northwest ballfields and making the school location a commercial enterprise.

Mayor Resch agreed with Vice Mayor Robinson about the school location.

Commissioner McVoy asked to be reminded about the price points of the apartments.

Navish Chawla of WGI, replied that one-bedrooms ranged from \$1275 to \$1350, two-bedrooms from \$1450 to \$1600 and three-bedrooms from \$1750 to \$1850.

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Ordinance No. 2021-02 on first reading and set the second reading and public hearing for May 4, 2021.

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

The meeting recessed at 7:25 PM and reconvened at 7:30 PM.

NEW BUSINESS:

A. Agreement with Skyline Contractors for the construction of the Howard Park Improvements CDBG Project (*Last Year's 2020 Fiscal Year Funding Cycle*)

Comments/requests summary:

1. Commissioner Malega asked why there were copies of checks in the backup.

City Attorney Goddeau replied that the entire bid package had been included.

Mayor Resch asked if there were any public comments. No one from the public commented.

Action: Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve the Agreement with Skyline Contractors for the construction of the Howard Park Improvements CDBG Project.

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

B. Resolution Nos. 15-2021 and 16-2021 – Budget Amendment to the 5-Year CIP Plan and Utility Bond Reauthorization

City Attorney Goddeau did not read the resolutions.

RESOLUTION NO. 15-2021, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A SEPARATE BUDGET AMENDMENT TO REALLOCATE UTILITY REVENUE CAPITAL BOND FUNDING AMONG BOND FUNDED PROJECTS AND AMEND THE 5-YEAR CAPITAL IMPROVEMENT PLAN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021

RESOLUTION NO. 16-2021, A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, AUTHORIZING THE REALLOCATION OF BOND PROCEEDS

Mayor Resch asked if there were any public comments. No one from the public commented.

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution Nos. 15-2021 and 16-2021 – Budget Amendment to the 5-Year CIP Plan and Utility Bond Reauthorization.

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

C. Recruitment and Hiring Process for new City Manager

Mayor Resch asked if there were any public comments.

City Clerk Andrea read the comment submitted by the following:

Sue Welch wrote to encourage the commission to have a thorough process to recruit and hire the next City Manager with public participation in the recruitment and selection of applicants.

City Manager Bornstein stated that options used by some cities had been included in the backup. He said that a head hunter would carry through the process and recruit based on criteria from the commission with August being the time frame. He said that city staff were capable, but he encouraged using the head hunter as Human Resources was extremely busy with union negotiations.

Comments/requests summary:

1. Commissioner Malega thanked the city manager for his work on behalf of the city. She asked if the contract was a flat fee without any additional charges and who their last hire had been.

City Manager Bornstein said that he would get the information to the commission.

Commissioner Malega offered to meet with agencies to pick the head hunter.

2. Commissioner McVoy urged that the process not be rushed and said that the commission needed to be clear about the criteria. He spoke in favor of a national search by an outside firm.
3. Vice Mayor Robinson said that he wished to make a motion to authorize City Manager Bornstein to hire Colin Baenziger's team with further discussion on their time line as well as a discussion about management after June 6.
4. Commissioner Stokes asked about the time line and for clarification about who the stake holders would be, as well as how to get input from a representative group of the public.

City Manager Bornstein said that stake holders would be individuals designated by the commissioners.

Mayor Resch asked if the NAPC would be appropriate.

Commissioner Stokes opined that the NAPC was not representative of the city.

5. Commissioner McVoy agreed that the NAPC was not representative of the city.

City Manager Bornstein suggested an online survey.

6. Mayor Resch asked Commissioner Malega what her thoughts were about Colin Baenziger, who had been working for 30 years.

Commissioner Malega said that she would be okay moving forward if the company had a proven track record with outside reach and it was important to get the ball rolling. She opined that not every resident would be happy with the commission's decision. She expressed concern about overstressing staff.

City Manager Bornstein stated that firms generally used the same job boards and there were job boards through International City/County Managers' Association (ICMA) and the Florida counterpart, the Florida market was very attractive so people would want to relocate and Colin Baenziger's reach was national.

7. Commissioner McVoy expressed discomfort with only looking at one firm and whichever was chosen would need to understand the quirks of the city.

Mayor Resch said that the applicants would have to walk a gauntlet.

Vice Mayor Robinson said that the commissioners were elected to make decisions, but the longer it took, the more difficult it would be. He opined that the search needed to be initiated as soon as possible.

City Attorney Goddeau said that she could work with the procurement department to expedite a contract to be signed by City Manager Bornstein.

Action: Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to hire to Colin Baenziger & Associates.

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

City Manager Bornstein said that in other cities, existing staff would ratchet up and be paid commensurately during the search. He suggested using Assistant City Manager Ruiz who had experience.

VM Robinson proclaimed that the transition period would be seamless; the commission would set policy and not manage and he expressed confidence in city staff.

Commissioner Stokes suggested that staff bring ideas back to the commission regarding their options.

Mayor Resch said that the discussion regarding the Interim City Manager should be brought back to the next regular meeting.

- D. Resolution No. 17-2021 – FY 2021-2022 Community Development Block Grant Application

City Attorney Goddeau did not read the resolution.

RESOLUTION NO. 17-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO PALM BEACH COUNTY FOR FISCAL YEAR 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE ESTIMATED AMOUNT OF \$266,560 FOR IMPROVEMENTS TO MEMORIAL PARK LOCATED AT 6TH AVENUE SOUTH AND SOUTH A STREET WITHIN THE LAKE WORTH BEACH COMMUNITY DEVELOPMENT BLOCK GRANT TARGET AREA; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Lauren Bennett, Leisure Services Director, reported about the public meeting that had been held on April 8, 2021 with the public voting on the three options. She explained that none of the three projects would be fully funded by CDBG.

Comments/requests summary:

1. Commissioner Malega said that she had reached out to the community affected by the CDBG funding and the overwhelming sense was to have the conversation in January; everyone favored Memorial Park as the project.

Mayor Resch asked if there were any public comments. No one from the public commented.

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Resolution No. 17-2021 – FY 2021-2022 Community Development Block Grant Application, to fund the project as the application sat.

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

City Manager Bornstein thanked Ms. Bennett and Jerry Kelly, Grants Analyst, for their hard work.

CITY ATTORNEY'S REPORT:

- A. Request for Attorney-Client Session for May 4, 2021 at 5 PM for the City of Lake Worth Beach v. North H. Enterprises, Inc.

City Attorney Goddeau read the particulars for the attorney-client session that would last approximately 45 minutes. She said that the attorney-client session originally scheduled for April 27 had been postponed; she would come back to the commission with a new date.

- B. Sunshine Law Presentation

City Attorney Goddeau said that City Attorney Torcivia had included a presentation in the backup and asked if the commission wanted an overview or the full presentation.

Mayor Resch reported that City Attorney Torcivia had answered her questions regarding sending an email with ideas to the other commissioners.

City Attorney Goddeau stated that the Sunshine Law prevented the discussion of any items that could be decided on at a meeting by the commission. She said that if an email were sent out with ideas to the full commission, it would not be a Sunshine Law violation if no one responded. She suggested that an email be sent with a copy to the City Clerk asking that the item be added to the agenda for discussion which would alleviate any violations. She requested that the commission give enough notice to the City Clerk to have an item added to an agenda.

Mayor Resch asked for a calendar showing the deadlines to add items to the agenda.

City Attorney Goddeau alerted the commission to be wary of talking about upcoming issues on social media, especially two commissioners in the same chat stream.

Vice Mayor Robinson said that if two commissioners were at a meeting, it would not be a Sunshine Law violation if only one spoke.

City Attorney Goddeau said that it could be difficult not to speak; she said that there were ways to cure a violation and urged the commission to call the city attorneys immediately if a violation were suspected.

CITY MANAGER'S REPORT:

City Manager Bornstein did not provide a report.

Commissioner Malega asked about the work session material.

City Manager Bornstein responded that the material concerned the five-year Capital Improvement Plan (CIP) the first year of which had been implemented into the current budget. He stated that it would be important for the commission to see the scope, number and types of items that were happening in the city either funded through debt with bonds, the sales tax funds or any other funding in the various departments. He pointed out that the sales tax portion included commitments that were reflected in the numbers and that there were potential projects for the uncommitted six million dollars. He explained that there was more need than money and prioritization would be key. He said there would be a work session following the Electric Utility meeting on April 27 and with a follow up on May 6. He expressed the intent of having the commission up to speed when the budget process began on June 3.

ADJOURNMENT:

Action: Motion made by Commissioner Malega and seconded by Commissioner McVoy to adjourn the meeting at 8:20 PM.

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

Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

Minutes Approved: May 4, 2021

CITY OF LAKE WORTH BEACH
PROCLAMATION

WHEREAS, Safe, clean and sustainable water resources are essential to Florida's environment, economy, citizens, and visitors; and

WHEREAS, Although Florida's water supplies are finite, the state's population and need for water resources continue to increase; and

WHEREAS, Water reuse provides a means for conserving and augmenting Florida's precious water resources and is key to the state's sustainable water future; and

WHEREAS, Florida has established the encouragement and promotion of water reuse as state objectives in Chapters 373 and 403, Florida Statutes; and

WHEREAS, Florida has risen to be the national leader in water reuse –reusing 797 million gallons of reclaimed water per day to conserve freshwater supplies and replenish our rivers, streams, lakes, and aquifers; and

WHEREAS, Florida's permitted reuse capacity is over 1.7 billion gallons per day (approximately 67 percent of Florida's total permitted capacity for all domestic wastewater treatment facilities); and

WHEREAS, The City of Lake Worth Beach has joined with WaterReuse Florida, the Florida Department of Environmental Protection, and the South Florida Water Management District in encouraging and promoting water reuse and conservation, implementing a water reuse program and encouraging efficient and effective use of reclaimed water.

NOW, THEREFORE, I, BETTY RESCH, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me, do hereby proclaim:

MAY 16-22, 2021

as

FLORIDA WATER REUSE WEEK

and call upon each citizen and business to help protect our precious water resources by practicing efficient and effective use reclaimed water.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Lake Worth Beach, Florida, to be affixed this 4th day of May, 2021.

Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, The City of Lake Worth Beach recognizes Hepatitis-C as a major public health issue, with many who become infected are unaware of their diagnosis unless accurately diagnosed through testing; and

WHEREAS, Hepatitis-C is a liver disease caused by the Hepatitis-C virus (HCV) that typically produces no symptoms and over decades, it can lead to severe liver disease, including cirrhosis and liver cancer, with most of those infected being unaware that they have the disease. HCV is the most common chronic blood-borne infection in the United States, with an estimated 4.1 million Americans (1.8 percent of the population) being infected; and

WHEREAS, Palm Beach County ranked 3rd for hepatitis c for the state of Florida in 2017, posing increased public health challenges to our community; and

WHEREAS, In 2016, Florida reported 29,757 cases of Hepatitis-C, 47% of chronic Hepatitis-C cases are in individuals aged over 50 years, whereas 19 % of chronic Hepatitis-C cases are in individuals aged under 30 years and 37% of acute, or newly infected, Hepatitis-C cases are in individuals under 30 years of age and this is due in part to increasing rates of injection-drug use related to the opioid epidemic; and

WHEREAS, The City of Lake Worth Beach recognizes Hepatitis-C is transmitted via blood, most commonly by injection-drug use, and, before 1992, by blood transfusion, no vaccine is available, and no medications have proven effective in preventing infection after exposure; however, it can be preventable through prevention education, risk-reduction education, and community outreach; and

WHEREAS, Hepatitis Awareness Month provides an opportunity for Monarch Health Services, in partnership with the Florida Department of Health in Palm Beach County and the City of Lake Worth Beach to raise public awareness about the impact of Hepatitis-C in our communities and to promote the importance of prevention, risk-reduction education, testing for, and treating Hepatitis-C.

NOW, THEREFORE, I, BETTY RESCH, Mayor of the City of Lake Worth Beach, Florida, by virtue of the authority vested in me, do hereby proclaim:

MAY 2021

as

HEPATITIS DISEASE AWARENESS MONTH

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Lake Worth Beach, Florida, to be affixed this 4th day of May, 2021.

Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: City Commission

TITLE:

Ratification of appointments and reappointments to various Advisory Boards

SUMMARY:

Ratification of appointments and reappointments to various Advisory Boards

BACKGROUND AND JUSTIFICATION:

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

Charter Review Committee

Vice Mayor Robinson's appointment of Ramsay Stevens to the Charter Review Committee.

Commissioner Malega's appointment of Wes Blackman to the Charter Review Committee.

Community Redevelopment Agency

Vice Mayor Robinson's appointment of Carla Blockson to the Community Redevelopment Agency to fill an unexpired term ending on July 31, 2024 and reappointment of Leash Foertsch to the Community Redevelopment Agency for a term ending on August 21, 2025.

Commissioner Malega's reappointment of Mark Rickards to the Community Redevelopment Agency for term ending on August, 21, 2025.

Planning and Zoning Board

Commissioner Malega's appointment of Ricardo Martin to the Planning and Zoning Board to fill an unexpired term ending on July 31, 2022.

Electric Utility Advisory Board

Vice Mayor Robinson's appointment of Ryan Oblander to the Electric Utility Advisory Board to fill an unexpired term ending on July 31, 2021 and another term immediately following ending on July 31, 2024.

Finance Advisory Board

Vice Mayor Robinson's appointment of Charles Royce to the Finance Advisory Board to fill an unexpired term ending on July 31, 2023

Commissioner Malega's appointment of Laura Aveard to the Finance Advisory Board to fill an unexpired term ending on July 31, 2022.

C-51 Canal Advisory Committee

Commissioner Malega's appointment of Carla Blockson to the C-51 Canal Advisory Committee.

MOTION:

Move to approve/disapprove the appointment of Vice Mayor Robinson's appointments of Ramsay Stevens to the Charter Review Advisory Committee, Carla Blockson to the Community Redevelopment Agency Board to fill an unexpired term ending on July 31, 2024, Ryan Oblander to the Electric Utility Advisory Board to fill an unexpired term ending on July 31, 2024 and Charles Royce to the Finance Advisory Board to fill an unexpired term ending on July 31, 2023, Commissioner Malega's appointment of Wes Blackman to the Charter Review Advisory Committee, Carla Blockson to the C-51 Canal Advisory Committee, Laura Aveard to the Finance Advisory Board to fill an unexpired term ending on July 31, 2022 and reappointment of Mark Rickards to the Community Redevelopment Agency for term ending on August 21, 2025.

ATTACHMENT(S):

Fiscal Impact Analysis: N/A

Membership board logs

Board applications



CHARTER REVIEW COMMITTEE

MEMBERS	APPOINTED	PHONE	ETHICS TRAINING
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VACANT
(Mayor's Appointment)

VACANT
(District 1 Appointment)

VACANT
(District 2 Appointment)

VACANT
(District 3 Appointment)

VACANT
(District 4 Appointment)

COMMITTEE LIAISON:

Resolution no. 02-2021 of the City of Lake Worth Beach, Florida, established a Charter Review Committee to review, recommend, and submit proposed amendments to the city's charter.

The Charter Review Committee shall review the City Charter and provide a recommendation to the City Commission regarding proposed amendments to the City Charter. The Charter Review Committee shall consider proposed amendments which include, but are not limited to term limits, resign to run restrictions, declarations of emergency, and more detailed procedures on vacancy appointments. The Charter Review Committee's recommendation shall be delivered to the City Clerk within 180 days of its first meeting unless an extension is granted by the City Manager in writing. The City Clerk will place the Charter Review Committee's recommendation on an upcoming City Commission regular meeting agenda. The City Commission shall review the recommendation of the Charter Review Committee and determine if any proposed amendments to the City Charter should be pursued by the City. Ultimately, the timing of any proposed amendment(s) to the Charter will be finalized by ordinance no later than early December 2021 in order to be placed on the March 2022 municipal election ballot by the Palm Beach County Supervisor of Elections.



The Charter Review Committee shall consist of five (5) City resident and/or City business owner members appointed by the City Commission. The Mayor and each Commissioner will recommend a member to be ratified by the entire Commission no later than March 2, 2021. Appointed members shall serve without compensation. The appointed members shall serve until the

Charter Review Committee submits its recommendation to the City Commission for consideration. Thereafter, the Charter Review Committee will be automatically dissolved without further action. All Charter Review Committee members shall serve at the pleasure of the City Commission. Any vacancy created by the incapacity or resignation of a member shall be promptly filled in writing by the original maker of the appointment without the need for ratification.

Meetings. The Charter Review Committee shall meet for the purpose organization within thirty (30) days of all members being appointed. The City Clerk shall organize the first meeting of the Charter Review Committee. At the initial meeting, the Charter Review Committee shall elect a Chair from its membership to lead the meetings and elect a Vice-Chair to act in the event the Chair is absent. The Charter Review Committee shall also elect a Secretary from its membership to take and maintain minutes of the Charter Review Committee meetings. The City Attorney will provide Sunshine Law and Public Records training to the Charter Review Committee at its first meeting.

Further meetings of the Charter Review Committee shall be held on the call of the Chair or a majority of the appointed members. All meetings of the Charter Review Committee shall be open to the public with reasonable notice of the date and time of the meetings. All meetings shall be held at City Hall in the Commission Chambers. The Charter Review Committee shall allow public comment at its meetings. Minutes of each meeting shall be taken and maintained by the Secretary. The Secretary shall send a copy of the minutes to the City Clerk for maintaining after the Charter Review Committee is dissolved.

A majority of the appointed members of the Charter Review Committee shall constitute a quorum. No City Charter amendment shall be submitted to the City Commission unless recommended by an affirmative vote of a majority of the appointed members.

FINANCIAL DISCLOSURE FORMS ARE NOT REQUIRED.



COMMUNITY REDEVELOPMENT AGENCY

Four-Year Terms

MEMBERS	APPOINTED	PHONE	ETHICS TRAINING	TERM EXPIRES
Brendan Lynch - CHAIR 920 South Lakeside Drive blynch@plastridge.com (Mayor’s Appointment)	05/05/2015	C: 561-386-1703	YES	08/21/2023
VACANT (Paxman’S Resignation) (Vice Mayor’s Appointment - District 4)				07/31/2024
Mark Rickards – VICE CHAIR 2508 Lake Osborne Drive Mark.rickards@kimley-horn.com (District 1 Appointment)	09/19/2017	C: 561-214-5032	YES	08/21/2021
Andrew Bartlett 211 North L Street Drewbartlett135@gmail.com (Commissioner District 2 Appointment)	11/05/2019	C: 404-7882062	YES	08/21/2022
Tom Copeland 1605 South Palmway tommycopeland@me.com (District 3 Appointment)	06/18/2019	C: 561-601-5036	YES	08/21/2021
Leah Foertsch 1421 N. O Street Leah.foertsch@gmail.com (District 4 Appointment – Vice Mayor)	05/20/2014	C: 305-299-3025	YES	08/21/2021
Brent Whitfield 133 Duke Drive bwhitfield@chenmoore.com (Mayor’s Appointment)	01/16/2018	H: 561-329-1797	YES	08/21/2022

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

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



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

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

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

SECRETARY: Emily Theodossakos, 561-493-2550



PLANNING AND ZONING BOARD

Three -Year Terms

MEMBERS	APPOINTED	PHONE	ETHICS TRAINING	TERM EXPIRES
Laura Starr 2010 Holy Cross lstarr@yourfloridacounsel.com (Professional/law) (Mayor's Appointment)	08/06/2019	C: 561-414-5686	YES	07/31/2022
Mark Humm 708 North H Street marknwpb@yahoo.com (Citizen at large) (Vice Mayor's Appointment – District 4)	07/02/2013	C: 561-351-3057 W: 561-848-5556	YES	07/31/2023
Greg Rice - CHAIR 511 Lucerne Ave. greg@bugs.com (Professional/real estate) (District 1 Appointment)	06/25/2012	W: 561-686-7171 C: 561-602-0193	YES	07/31/2022
Robert Lepa 1124 N. Golfview Rd Robert.lepa@ampf.com (Banking) (District 2 Appointment)	10/06/2020	C: 561-308-5093	YES	07/31/2023
Daniel Tanner 1740 12 th Avenue North Drtan464@yahoo.com (Citizen at large) (District 3 Appointment)	05/02/17	H: 561-908-1235	YES	07/31/2021
Juan Contin 826 S. Federal Highway Jcon123@hotmail.com (Architecture) (District 4 Appointment – Vice Mayor)	10/06/2020	C: 305-778-2082		07/31/2023
Anthony Marotta – VICE CHAIR 327 North Lakeside Dr. anthony@alliedpmg.com (Professional / property management) (Mayor's Appointment)	01/28/2014	W: 561-818-1184	YES	07/31/2022



Meetings: First Wednesday of each month at t 6:00 pm.

The Board's function is to review and approve site plans for three units or more of residential development and all commercial development. This Board also reviews community appearance and has the ability to grant variance from the Lake Worth Zoning Code.

Ord. No. 2014-02 - Sec. 23.2-8. - Planning and zoning board, established that the planning and zoning board shall consist of seven (7) members. All members of the board shall be residents of or property owners in the city. Members of the planning and zoning board shall serve without compensation. The seven (7) members shall be appointed by the city commission. All members of the board shall be appointed for a term of three (3) years. If any member of the board shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty-five (25) percent of the public meetings of the board held within any 12-month period, the city clerk shall declare the member's office vacant and the city commission shall promptly fill such vacancy. Vacancies in the board membership by resignation, illness or other causes shall be filled by the city commission for the unexpired term of the member involved. Members of the planning and zoning board may be removed from office by the city commission at its discretion. The board shall select its own chairman and vice-chairman annually at the first meeting in January. The city's community planner shall serve as secretary and advisor to the board.

To carry out its responsibilities under this article, the membership of the planning and zoning board shall include, to the extent available, three (3) members from the disciplines of architecture, landscape architecture, planning, real estate sales, land development, banking, law or related fields. Two (2) members of the planning and zoning board shall be citizen at large members. One (1) member shall be from a professional discipline as described above and one (1) member shall be a citizen at large. The city commission shall determine whether or not the existing members of the planning and zoning board meet these requirements may appoint up to two (2) additional members to the planning and zoning board, if needed. Whenever a new member is appointed to the planning and zoning board, the city commission shall consider the professional requirements of the new member to ensure that the requirements of this article are met.

Ord. 2013-34 - Section 23.2, effective August 16, 2013 deletes alternate members and increases membership to seven (7) board members and amends absentee policy to three (3) consecutive regularly scheduled meetings or at twenty five percent (25%) of the public meetings of the Board held within any 12-month period, the City clerk shall declare the member's office vacant and the City Commission shall promptly fill such vacancy.

Ord. No. 2012-17, effective April 27, 2012, changed qualifications to include three (3) members from the disciplines of architecture, landscape architecture, planning, real estate sales, land development, banking, law or related fields. Two (2) members shall be citizens at large. One (1) alternate member shall be a professional and one (1) alternate shall be citizen at large.

Ord. No. 2012-17, effective April 27, 2012, reduced from seven (7) voting members to five (5) voting and two (2) alternate members.

Ord. No. 2011-10, effective July 15, 2011, deleted the two alternate members and changed advisor to Com. Dev. Department or designee instead of City Planner

Ord. No. 2010-16, effective October 1, 2010, removed the criteria for members to have professional qualifications, such as attorney, professional planner, architect, landscape architect, real estate agent or broker, and land developer.

Ord. No. 2008-14, effective 7/10/08, amended attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 2003-25, enacted 8/5/03, established attendance requirements: a member who fails to attend three consecutive regularly scheduled meetings or 25% of all meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Ord. No. 97-8, enacted 4/22/97, enabling/merged/created Planning Board & Board of Appeals.

Ord. No. 95-27, enacted 10/3/95, requiring gift disclosure.

Financial Disclosure Forms are required.

Secretary: Sherrie Coale



ELECTRIC UTILITY ADVISORY BOARD

One, Two, and Three -Year Terms

MEMBERS	APPOINTED	PHONE	ETHICS TRAINING	TERM EXPIRES
Ramsay Stevens 618 South K Street ramsaystevens@gmail.com (2-year term) - (At-large member) (Mayor's Appointment)	04/16/2019	C: 561-373-9501	YES	07/31/2020
Matthew Portilla 1301 Cochran Dr. mattportilla@me.com (3-year term) (District 1 Appointment)	08/06/2019	C: 561-267-0692	YES	07/31/2021
Ibrahim Chalhoub 2 Lakeside Palms Ct. ichalhoub@bellsouth.net (3-year term) (District 2 Appointment)	10/20/2015	C: 561-762-9178	YES	07/31/2021
Dale Chubbuck 219 3 rd Avenue North Steven.chubbuck@gmail.com (3-year term) (District 3 Appointment)	11/05/2019	C: 561-543-9654		7/31/2021
VACANT (R. Oblander's resignation) (3-year term) (District 4 Appointment)				07/31/2021
VACANT (2-year term) - (At-large business owner) (Commission's Appointment)				7/31/2020
VACANT (Village of Palm Springs Roger St. Martin) (1-year term) - (At-large utility service area) (Commission's Appointment)				07/31/2019

BOARD LIAISON

Ed Liberty, Electric Utility Director
eliberty@lakeworth.org
 561-586-1670 - 1900 2nd Avenue North



Effective 7/16/19: ORDINANCE NO. 2019-07 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REPEALING AND REPLACING ARTICLE XX OF CHAPTER 2 OF THE CODE OF ORDINANCES TO RECONSTITUTE THE CITY'S ELECTRIC UTILITY ADVISORY BOARD

In 2012, the City Commission of the City of Lake Worth Beach created the City's Electric Utility Advisory Board (EUAB) to advise the City Commission, on behalf of the City's citizens and residents, on electric utility policies, plans and programs. While the EUAB has provided invaluable advisory assistance and recommendations to the City Commission in the past, the City Commission is more actively and engaged in electric utility policies, plans and programs including the creation of a public monthly City Commission meeting dedicated solely to electric utility issues. The electric utility's financial and operational performance, project plans and initiatives are regularly reviewed with the City Commission in public. The City's citizens, residents, members of the public and customers of City's electric utility are afforded the ability to provide public comment on electric utility matters at City Commission meetings. The City Commission desires to maintain the EUAB but to utilize its advisory assistance on a quarterly and/or as-needed basis as directed by the City Commission or the Electric Utility Director. The City Commission also desires to make other amendments to the EUAB's governing ordinance including, but not limited to, reducing the membership from seven (7) members to five (5) members. The City Commission of the City of Lake Worth Beach deems it to be in the best interests of the citizens and residents of the City to reconstitute the EUAB as set forth herein.

Chapter 2, Article XX, entitled "Electric Utility Advisory Board" of the Code of Ordinances of the City of Lake Worth Beach, is hereby repealed (which includes repealing sections 2-235, 2-236, 2-237, 2-238 and 2-239) and the following shall be established as Article XX:

ARTICLE XX. - ELECTRIC UTILITY ADVISORY BOARD - Section 2-235. - Creation of electric utility advisory board and purpose.

There is hereby established an electric utility advisory board. The board shall serve as an advisory board to the electric utility director and the city commission on policy-related matters regarding the city's electric utility.

Section 2-236. - Composition; term of members; compensation of members.

- (a) The electric utility advisory board shall consist of five (5) uncompensated volunteer members to be appointed by each member of the city commission. Each member shall be appointed for a two (2) year term. Members may be re-appointed for subsequent terms. Vacancies shall be filled by qualified members for the unexpired term of the member whose post becomes vacant. Appointments shall be made by the city commission on the basis of professional career experience relevant to the electric utility industry or knowledge of the city's electric utility. All members of the electric utility advisory board must be customers of the city's electric utility. All members must also satisfy the requirements of section 2-9 of the city's code regarding the residence requirement of advisory board members; however, at least one (1) member of the board may reside outside the city's municipal boundaries in order to represent the interests of the city's electric utility customers outside the municipal boundaries. The member residing outside the municipal boundaries must be a customer of the city's electric utility or own a business within the municipal boundaries, which business is a customer of the city's electric utility.
- (b) Preference for membership shall be to those who are knowledgeable or possess professional expertise in the following areas: engineering, commercial and residential development, accounting and finance, traditional energy generation and distribution, renewable energy generation and/or energy conservation or related fields.
- (c) If any member of the electric utility advisory board shall fail to be present at three (3) consecutive regular meetings or at fifty (50) percent of the regular meetings of the board held within any 24-month period, the city clerk shall declare the member's office vacant, and the city commission shall promptly fill such vacancy.
- (d) The members of the electric utility advisory board serve at the pleasure of the city commission and the city commission may remove any member(s) of the board from office upon affirmative vote of the city commission after due notice and an opportunity for the member(s) to be heard.

Section 2-237. - Officers; meetings and procedures.

- (a) At its first meeting, the electric utility advisory board shall appoint a chairperson for a one-year term and annually thereafter. In addition, the members of the board shall elect such officers as may be deemed necessary or desirable to serve at the will of the board.
- (b) The meetings of the electric utility advisory board shall be quarterly unless there are no pending policy-decisions for the board's consideration. Alternatively, additional meetings of the electric utility advisory board may be called by the electric utility director or as directed by the city commission at a public meeting.
- (c) A minimum of three board members will constitute a quorum for the board. Meetings of the board shall be conducted in accordance with Robert's Rules of Order. Minutes shall be kept of all meetings of the board and all such meetings shall be properly noticed and open to the public.

Section 2-238. - Duties.

The electric utility advisory board shall act in an advisory capacity to the city commission and electric utility director on policy decisions regarding the city's electric utility.

FINANCIAL DISCLOSURE FORMS ARE NOT REQUIRED.



FINANCE ADVISORY BOARD

Three-Year Terms

MEMBERS	APPOINTED	PHONE	ETHICS TRAINING	TERM EXPIRES
Lindy Seto 316 Princeton Drive Lindy.seto@gmail.com (Mayor's Appointment)	05/21/2019	C: 561-490-3225	YES	07/31/2021
VACANT (Caryn Rixey resignation) (Vice Mayor's Appointment – District 4)				07/31/2023
Ben Ellis, Jr. 530 South Federal Highway # 10 bellis@ellisgritter.com (District 1 Appointment)	03/06/2018	C: 561-254-3805	YES	07/31/2019
VACANT (due to Judith Just's resignation) (District 2 Appointment)				07/31/2023
VACANT (due to Michael Calhoun's passing) (District 3 Appointment)				07/31/2021
Donald Rosenshine 131 N. Golfview Rd. #3 Donrosenshine29@gmail.com (District 4 Appointment – Vice Mayor)	8/18/2020	C: 443-603-6137	YES	07/31/2022
Sherry Schmidt 4 Indigo Terrace sherry@cri-re.com (Mayor's Appointment)	07/31/2013	C: 954 551-1655	YES	07/31/2022
BOARD LIAISON				
Bruce Miller, Finance Director bmiller@lakeworth.org , 561-586-1641				

The City of Lake Worth Finance Advisory Board was created to serve in an advisory capacity to the City Commission and the City Manager. The Board shall serve to promote transparency in the City of Lake Worth's budget process and allow for additional citizen input on major financial decisions. The Board shall consult with and advise the City Manager and the City Commission in matters affecting the annual operating budget, capital improvement program and all financial policies.



Established by Ordinance No. 2010-03, effective 02/26/10, comprised of seven resident members appointed by the City Commission.

Ord. No. 2010-03, effective 2/26/10, a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12-month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Meetings: First Monday of each month at 6:00 pm in the City Hall Conference Room.



C-51 CANAL ADVISORY COMMITTEE

MEMBERS	APPOINTED	PHONE	ETHICS TRAINING
Laura Starr 2610 Holy Cross Lane lstarr@yourfloridacounsel.com (Mayor's Appointment)	04/04/17	C: 561-414-5686	YES
Mark Foley 801 South Olive Avenue 1509 - WPB markfoley5@gmail.com (Vice Mayor's Appointment – District 4)	06/20/17	C: 561-543-4025	YES
Stacey Tucker Arlosoroff 2614 Georgia Lane Stucker64@aol.com (Commissioner District 1 Appointment)	06/20/17	C: 561-719-5940	YES
Sally Gonsalves 1739 22 nd Avenue North sstill@warddamon.com (Commissioner District 2 Appointment)	06/20/17	C: 954-478-3341	YES
Michelle Sylvester 6570 High Ridge Rd., Lantana 1jupiterlight@gmail.com (Commissioner District 3 Appointment)	05/02/17	C: 561-301-3818	YES

COMMITTEE LIAISON

Brian Shields, Water Utility Director
bshields@lakeworth.org
 561-586-1712

The purpose of this committee to monitor and review the results of the State's engineering and feasibility or any other subsequent studies related to the C-51 Canal.

Resolution No. 56-2016 – effective November 1, 2016, created a five-member committee composed of one member appointed by the Mayor and one member appointed by each City Commissioner.
 Appointed members of the Committee shall serve at the pleasure of the City Commission and may be removed from the Committee for any reason.

The committee shall meet as necessary or as requested by the City Commissioner or the City Manager.

If any member shall fail to be present at three (3) consecutive regularly scheduled meetings or at twenty (20) percent of the regularly scheduled meetings of the Committee held within any 12-month period, the city clerk shall declare the member's office vacant, and the City Commission shall promptly fill such vacancy. If the position of a member becomes vacant for any reason, the City Commission shall appoint another person to serve.

FINANCIAL DISCLOSURE FORMS ARE NOT REQUIRED.

Received 3/11/21

VOLUNTEER ADVISORY BOARD APPLICATION

- Charter Review Committee (P)

BOARD/S YOU ARE APPLYING TO BE ON	ON	· Electric Utility Advisory Board
NAME	Ramsay Stevens	
RESIDENCE ADDRESS	618 S K Street Lake Worth Beach, FL 33460 United States	
UPLOAD PROOF OF RESIDENCY	· Driver-License-for-Ramsay-Stevens.pdf	
DO YOU HAVE A DIFFERENT MAILING ADDRESS?	No	
PHONE	(561) 373-9501	
EMAIL	RamsayStevens@gmail.com	
ARE YOU A CITIZEN OF THE UNITED STATES?	Yes	
ARE YOU A REGISTERED PALM BEACH COUNTY VOTER?	Yes	
ARE YOU A REGISTERED LAKE WORTH VOTER?	Yes	
HOW LONG HAVE YOU BEEN A RESIDENT OF LAKE WORTH BEACH?	15 Years +/-	
LIST ALL PROPERTIES OWNED AND/OR BUSINESS INTERESTS IN LAKE WORTH	My home is 618 S K Street, Lake Worth Beach, FL 33460.	
WHAT IS YOUR OCCUPATION?	Solar Developer	
EMPLOYER?	NECA-IBEW	
ARE YOU CURRENTLY SERVING ON ANY CITY ADVISORY BOARD?	Yes	
WHICH BOARDS?	EUAB	
HAVE YOU EVER SERVED ON A CITY OF LAKE WORTH BOARD?	Yes	
IF YES, WHEN AND WHICH BOARD(S)?	EUAB	
DO YOU SERVE ON ANY BOARDS IN FLORIDA, OR ARE YOU AN ELECTED OR APPOINTED STATE, COUNTY, OR MUNICIPAL OFFICE HOLDER, OR PALM BEACH COUNTY EMPLOYEE?	No	
HIGH SCHOOL	Alexander W. Dreyfoos School of the Arts	
DATE OF GRADUATION	04/30/2007	
COLLEGE	Suffolk University (BA) and New York University (MA)	
DATE OF GRADUATION	04/30/2016	
WORK EXPERIENCE	Here is a link to my public resume for review: https://www.linkedin.com/in/ramsay-stevens/	
INTEREST/ACTIVITIES	Civic Engagement	
COMMUNITY INVOLVEMENT	Electric Utility Advisory Board	
6. A - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (FIRST PREFERENCE)	I believe reforming our City Charter could substantially increase the stakeholdership our community has in our local City Government.	

CONSENT

✓ I agree to the privacy policy.

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

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

*THIS APPLICATION IS VALID FOR ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

*THIS APPLICATION IS NOT VALID WITHOUT APPLICANT'S PROOF OF RESIDENCY.

SIGNATURE

Ramsay Stevens

Received 4/20/21

VOLUNTEER ADVISORY BOARD APPLICATION

BOARD/S YOU ARE APPLYING TO BE ON	· Charter Review
NAME	Wes Blackman
RESIDENCE ADDRESS	241 Columbia Drive Lake Worth Beach, FL 33460 United States
UPLOAD PROOF OF RESIDENCY	· Scan_20210420-2.jpg
DO YOU HAVE A DIFFERENT MAILING ADDRESS?	No
PHONE	(561) 308-0364
BUSINESS PHONE	(561) 308-0364
CELL PHONE	(561) 308-0364
EMAIL	wesblackman@gmail.com
ARE YOU A CITIZEN OF THE UNITED STATES?	Yes
ARE YOU A REGISTERED PALM BEACH COUNTY VOTER?	Yes
ARE YOU A REGISTERED LAKE WORTH VOTER?	Yes
HOW LONG HAVE YOU BEEN A RESIDENT OF LAKE WORTH BEACH?	28 years
LIST ALL PROPERTIES OWNED AND/OR BUSINESS INTERESTS IN LAKE WORTH	241 Columbia Drive CWB Associates (dba) Home Occupation
WHAT IS YOUR OCCUPATION?	Urban Planner
EMPLOYER?	Self
ARE YOU CURRENTLY SERVING ON ANY CITY ADVISORY BOARD?	No
HAVE YOU EVER SERVED ON A CITY OF LAKE WORTH BOARD?	Yes
IF YES, WHEN AND WHICH BOARD(S)?	Planning and Zoning, HRPB, CRA Various times from 2000 to 2015
DO YOU SERVE ON ANY BOARDS IN FLORIDA, OR ARE YOU AN ELECTED OR APPOINTED STATE, COUNTY, OR MUNICIPAL OFFICE HOLDER, OR PALM BEACH COUNTY EMPLOYEE?	Yes
FLORIDA BOARDS, POSITION, ETC.	Palm Beach County Land Development Regulation Advisory Board
HIGH SCHOOL	Okemos High School (Michigan)
DATE OF GRADUATION	06/01/1979
COLLEGE	Alma College (Michigan)
DATE OF GRADUATION	06/01/1983
RESUME ATTACHMENT	· C.-Wesley-Blackman-Principal-CWB-Associates-05-12-20.pdf
WORK EXPERIENCE	30 year career as urban planner dealing with municipalities and government interaction with property owners.
INTEREST/ACTIVITIES	Historic preservation, antique automobiles, biking, swimming

COMMUNITY INVOLVEMENT

Volunteer service, Cottages of Lake Worth, Inc. President, former member of neighborhood association, board member of Palm Beach County Planning Congress

6. A - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (FIRST PREFERENCE)

Experience working with the Lake Worth Beach Code of Ordinances and other municipal and local government codes. LWB Charter needs a complete review and update.

6. B - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (SECOND PREFERENCE)

Desire a better quality of life for residents of Lake Worth Beach, better interactions of a positive nature between the city and residents.

CONSENT

I agree to the privacy policy.

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

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

*THIS APPLICATION IS VALID FOR ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

*THIS APPLICATION IS NOT VALID WITHOUT APPLICANT'S PROOF OF RESIDENCY.

SIGNATURE

Wes Blackman

C. WESLEY BLACKMAN, AICP

Lake Worth, FL 33460 ◊ 561-308-0364 ◊ wesblackman@gmail.com ◊ www.linkedin.com/in/wesblackman

PROFESSIONAL EXPERIENCE

Urban Planning, Zoning, and Public Relations Professional, CWB Associates, Lake Worth, FL, 2004 to present

Advise sophisticated real estate investors, property owners, and public-sector clients on land use, zoning, development review procedures and applications, code development and research, and comprehensive planning and historic preservation issues and projects. Serve as expert witness for administrative reviews and court proceedings involving land use, zoning, and preservation, perform due diligence reviews, and maintain public relations and communication. Work on large mixed-use urban redevelopment, collaborate with allied professionals, and stay informed of changing regulations.

- Completed two separate zoning and development approval analyses for major thoroughfares in Town of Palm Beach for different clients.
- Produced report analyzing pros and cons of various development scenarios for most famous retail street in Town of Palm Beach.
- Developed subject-matter expertise in zoning, reasonable accommodation, congregate living facilities, and historic preservation.
- Successfully represented over 100 clients to date in development review applications.

Planning Director, Kilday Associates, Lake Worth, FL, 2003 to 2004

Managed four planning department employees for premier land planning consulting firm in Palm Beach County, working in fast-paced environment during boom in local land-development economy. Prepared land use and zoning applications for private and public clients and submitted to local governments across South Florida. Consulted on land use matters, made presentations, and conducted in-depth project research related to island access and sovereign submerged lands.

Director of Projects, Trump Organization, Mar-a-Lago Club and Trump International Golf Club, Palm Beach, FL, 1993 to 2003

Spearheaded planning, development, government/public relations, and historic preservation and directed restoration efforts and intricate work necessary to convert 18-acre estate from residence to private club; property included 215-acre championship golf course and clubhouse and 62-acre addition to golf course. Served as project manager for construction-related activities and collaborated with local authorities to gain approval for necessary amenities and projects to operate successful private club compliant with safety standards and local regulations; continually requested additional changes.

- Secured support for Mar-a-Lago project with Town of Palm Beach and allowed settlement of multi-million dollar lawsuit **between** Trump Organization and town. Analyzed traffic studies and presented expert testimony to Town Council **demonstrating** potential traffic impact less than originally stated and positive **long-term results**.
- Transformed Mar-a-Lago estate from residence to private club within 2 years. **Met Town of Palm Beach's** lengthy requirements, obtained necessary approvals through National Trust for Historic Preservation and Palm Beach Landmarks Preservation Commission, and secured permits through government agencies and utility providers.
- Received Florida Trust for Historic Preservation Award for Outstanding Achievement, Mar-a-Lago Adaptive Reuse and American Institute of Building Design Award for Innovative Special Construction Techniques, Trump International Golf Course.
- Provided sustainable economic engine for Palm Beach by achieving results in high-profile, high-stakes environment **within challenging political scenario, against formidable opposition and under high scrutiny from employer and regulatory agencies.**

Additional Experience:

Planner, City of West Palm Beach. Prepared traffic and utility elements of state-mandated comprehensive plan, reviewed site plans, and presented recommendations before advisory boards and City Commission.

Trump Organization, continued

Planner, City of East Lansing. Appointed to serve Planning Board, Downtown Development Authority, and Economic Development Corporation.

Consultant, Wilkins and Wheaton Engineering, Kalamazoo, MI. Specialized in community and economic development.

APPOINTMENTS

Palm Beach County Land Development Regulation Advisory Board, Chairman, 2000 to present

- Advisory Board for Florida's largest county. Review and make recommendations to Palm Beach Board of County Commissioners on Unified Land Development Code (ULDC) changes for large unincorporated areas of county.

City of Lake Worth Planning, Zoning, and Historic Resources Preservation Board, Board Member, 1998 to 2001; Chairman, 2001 to 2008

- Established historic preservation program; implemented zoning-in-progress to control residential development.

Palm Beach County Planning Congress, Board Member, 1995 to present; Treasurer, 2007 to present; and President, 2000 and 2003

- Helped to sponsor and plan twelve annual ethics conferences and participate as presenter and attendee.

Lake Worth Historic Resource Preservation Board, Chairman, 2011 to 2015

- Reviewed Certificate of Appropriateness requests for properties within six historic districts and 2,600 structures.

Lake Worth Community Redevelopment Agency, Chairman, 2008 to 2009

- Awarded \$23 million Neighborhood Stabilization Program 2 grant, one of seven communities chosen.

Historical Society of Palm Beach County, Board of Governors, 2002 to 2008

- Rehabilitated 1916 County Courthouse building and converted to museum.

AFFILIATIONS

American Planning Association
American Institute of Certified Planners (AICP)

EDUCATION

Bachelor of Arts *cum laude*, Business Administration with Finance emphasis, Alma College, Alma, MI

CERTIFICATION

AICP Certification, current, 194 continuing education credits completed to date, including law and ethics credits

VOLUNTEER ADVISORY BOARD APPLICATION

Received 4/16/21

BOARD/S YOU ARE APPLYING TO BE ON
ON
NAME
RESIDENCE ADDRESS
UPLOAD PROOF OF RESIDENCY
DO YOU HAVE A DIFFERENT MAILING ADDRESS?
PHONE
CELL PHONE
EMAIL
ARE YOU A CITIZEN OF THE UNITED STATES?
ARE YOU A REGISTERED PALM BEACH COUNTY VOTER?
ARE YOU A REGISTERED LAKE WORTH VOTER?
HOW LONG HAVE YOU BEEN A RESIDENT OF LAKE WORTH BEACH?
LIST ALL PROPERTIES OWNED AND/OR BUSINESS INTERESTS IN LAKE WORTH
WHAT IS YOUR OCCUPATION?
ARE YOU CURRENTLY SERVING ON ANY CITY ADVISORY BOARD?
HAVE YOU EVER SERVED ON A CITY OF LAKE WORTH BOARD?
IF YES, WHEN AND WHICH BOARD(S)?
DO YOU SERVE ON ANY BOARDS IN FLORIDA, OR ARE YOU AN ELECTED OR APPOINTED STATE, COUNTY, OR MUNICIPAL OFFICE HOLDER, OR PALM BEACH COUNTY EMPLOYEE?
HIGH SCHOOL
DATE OF GRADUATION
COLLEGE
DATE OF GRADUATION
RESUME ATTACHMENT
INTEREST/ACTIVITIES
COMMUNITY INVOLVEMENT
6. A - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (FIRST PREFERENCE)

· C-51 Canal Advisory Committee
· CRA @ P/Phone conversation/Request
Carla Blockson
1802 Pierce Drive
Lake Worth Beach, FL 33460
United States
· Utility-bill.pdf
No
(561) 247-7125
(561) 628-2576
blocksonpc@yahoo.com
Yes
Yes
Yes
25 years
Homeowner 1802 Pierce Dr. Lake Worth Beach, Fl. 33460
Retired
No
Yes
Public Relations Board & Electric Utilities Board
No
North High School
05/20/1974
Cleveland State University
06/20/1984
· Carlas-Resume-final-1.docx
City of Lake Worth, Reading
Unity Wall, Vernon Heights Property Owners Board, NAPC and For The Children
This Project is of vital importance to Lake Worth Beach residents and surrounding Communities.

CONSENT

✓ I agree to the privacy policy.

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

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SIGNATURE

Carla Blockson

PAPA Banner

Location Address 1802 PIERCE DR
 Municipality LAKE WORTH BEACH
 Parcel Control Number 38-43-44-16-10-000-1000
 Subdivision VERNON HGTS IN
 Official Records Book 09449 Page0521
 Sale Date SEP-1996
 Legal Description VERNON HEIGHTS LT 100

Owners
 BLOCKSON CARLA
 BLOCKSON PAUL B III &

Mailing address
 1802 PIERCE DR
 LAKE WORTH FL 33460 6040

Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-1996	[REDACTED]	[REDACTED]	[REDACTED]	BLOCKSON PAUL B III &
OCT-1988	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
JUL-1980	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Exemption Applicant/Owner	Year	Detail
BLOCKSON PAUL B III &	2021	

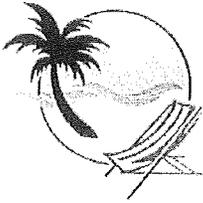
Number of Units 1	*Total Square Feet 3092	Acres 0.3406
Use Code 0100 - SINGLE FAMILY	Zoning SFR - Single Family Residential (38-LAKE WORTH BEACH)	

Tax Year	2020	2019	2018
Improvement Value	[REDACTED]	[REDACTED]	[REDACTED]
Land Value	[REDACTED]	[REDACTED]	[REDACTED]
Total Market Value	[REDACTED]	[REDACTED]	[REDACTED]

All values are as of January 1st each year

Tax Year	2020	2019	2018
Assessed Value	[REDACTED]	[REDACTED]	[REDACTED]
Exemption Amount	[REDACTED]	[REDACTED]	[REDACTED]
Taxable Value	[REDACTED]	[REDACTED]	[REDACTED]

Tax Year	2020	2019	2018
Ad Valorem	[REDACTED]	[REDACTED]	[REDACTED]
Non Ad Valorem	[REDACTED]	[REDACTED]	[REDACTED]
Total tax	[REDACTED]	[REDACTED]	[REDACTED]



City of
**Lake Worth
Beach**
FLORIDA

VOLUNTEER ADVISORY BOARD – REAPPOINTMENT APPLICATION

7 North Dixie Highway, Lake Worth Beach, FL 33460 – Phone: 561-586-1600 – Fax: 561-586-1750

SECTION 1

Full Name: Mark T. Rickards

Name of the Advisory Board / Committee you are currently serving on, for which you wish to be considered for reappointment: Community Redevelopment Agency (CRA)

Has your information changed since your appointment or last reappointment? YES _____ NO

If you selected YES, please fill out below. If you selected NO, please go to SECTION 2.

Residence Address: _____

City: _____ State: _____ Zip Code: _____

Business Address: (if applicable) _____

City: _____ State: _____ Zip Code: _____

Mailing Address: (if different from residence / business) _____

City: _____ State: _____ ZIP Code: _____

Home Phone: _____ Business Phone: _____

Cell Phone: _____ Email Address: _____

Proof of residency attached: _____

SECTION 2

By signing this form I acknowledge that the information above is true and correct and that I am required to complete Ethics Training and submit the Ethics Training Certificate of Acknowledgement to the City Clerk's Office at least once a year and that the attendance policy will be in effect as per the ordinance governing the board for which I am seeking reappointment.

Signature

Date

April 24, 2021

VOLUNTEER ADVISORY BOARD APPLICATION

Received 4/20/21

BOARD/S YOU ARE APPLYING TO BE ON
ON

- City Tree Board
- Community Redevelopment Agency *
- Finance Advisory Board
- Planning & Zoning Board **

NAME
Ricardo Martin

RESIDENCE ADDRESS
419 North Lakeside Drive
Lake Worth Beach, FL 33460
United States

DO YOU HAVE A DIFFERENT MAILING ADDRESS?
No

PHONE
(305) 975-7906

CELL PHONE
(305) 975-7906

EMAIL
rmartin0211@yahoo.com

ARE YOU A CITIZEN OF THE UNITED STATES?
Yes

ARE YOU A REGISTERED PALM BEACH COUNTY VOTER?
Yes

ARE YOU A REGISTERED LAKE WORTH VOTER?
Yes

HOW LONG HAVE YOU BEEN A RESIDENT OF LAKE WORTH BEACH?
Five years

LIST ALL PROPERTIES OWNED AND/OR BUSINESS INTERESTS IN LAKE WORTH
Own personal residence is located at 419 North Lakeside Drive. I am an active real estate agent and operate remotely from anywhere. Fixed address of RE\MAX Services, where I placed my real estate license, is 5820 N. Federal Highway, Boca Raton, FL 33487.

WHAT IS YOUR OCCUPATION?
Retired Banker/Realtor

EMPLOYER?
RE\MAX Services of Boca Raton, Marlin Group

BUSINESS ADDRESS: (CRA BOARD ONLY)
419 North Lakeside Drive
Lake Worth Beach, FL 33460
United States

ARE YOU CURRENTLY SERVING ON ANY CITY ADVISORY BOARD?
No

HAVE YOU EVER SERVED ON A CITY OF LAKE WORTH BOARD?
Yes

IF YES, WHEN AND WHICH BOARD(S)?
Planning and Zoning

DO YOU SERVE ON ANY BOARDS IN FLORIDA, OR ARE YOU AN ELECTED OR APPOINTED STATE, COUNTY, OR MUNICIPAL OFFICE HOLDER, OR PALM BEACH COUNTY EMPLOYEE?
No

HIGH SCHOOL
Miami Killian Senior High School

DATE OF GRADUATION
06/01/1976

COLLEGE
University of Miami

DATE OF GRADUATION
06/01/1982

RESUME ATTACHMENT
· [Resume-Ricardo-Martin-12-20-002.pdf](#)

WORK EXPERIENCE

See attached Resume. University transcripts are available upon request.

INTEREST/ACTIVITIES

Travel. Visiting other countries is my favorite pass time experience. Whenever possible, I try to visit one new country each year. I am an art collector for the past 25 years. I have been a coin collector since I was in elementary school.
I am presently enjoying my partial retirement from my banking career. I am pursuing an interest in real estate and placed my real estate license with RE\MAX. I enjoy the freedom that this new career provides.

COMMUNITY INVOLVEMENT

Retired December 2020 from my Corporate Banking career in Miami. Seeking involvement in City related community organizations. At this time, I am a member of the Parrot Cove Neighborhood Association. In the past, when I lived in Bryant Part, I was a Director of the Bryant Park Neighborhood Association.

6. A - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (FIRST PREFERENCE)

Lived in Lake Worth Beach for over five years and would like to be part of shaping the anticipated new developments. My past banking experience in financing projects and providing construction financing gives me the developer's and lender's viewpoint and need to have a viable project. Also, by living in Lake Worth Beach, I see and hear what the community is seeking and can provide balanced input.

6. B - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (SECOND PREFERENCE)

CRA is presently the economic engine of Lake Worth Beach. It is one of the most creative organizations in town, maneuvering through archaic regulations and controls. It is a Board that can help the town revitalize the East and West downtown areas, and I would be very interested in participating in this Board.

6. C - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (THIRD PREFERENCE)

I am open to other Boards, from Finance Board to Tree Board. I bring my banking expertise to any of the City Boards the Commission considers for me. I have had many operating business customers and understand financial statements and budgets.

CONSENT

I agree to the privacy policy.

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

I have read the attached Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics and understand the policy on the City of Lake Worth Beach Code of Ethics. Within 30 days after appointment, I

understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt

form to the City Clerk's Office in order to continue to serve on my appointed board.

***THIS APPLICATION IS VALID FOR ONE (1) YEAR FROM THE DATE SIGNED ABOVE.**

***THIS APPLICATION IS NOT VALID WITHOUT APPLICANT'S PROOF OF RESIDENCY.**

SIGNATURE

Ricardo Martin

PAPA Banner

Location Address 419 N LAKESIDE DR
 Municipality LAKE WORTH BEACH
 Parcel Control Number 38-43-44-21-15-102-0120
 Subdivision LAKE WORTH TOWN OF
 Official Records Book 28636 Page 1248
 Sale Date OCT-2016
 Legal Description TOWN OF LAKE WORTH LT 12 BLK 102

Owners
 MARTIN RICARDO J

Mailing address
 419 N LAKESIDE DR
 LAKE WORTH FL 33460 3116

Sales Date	Price	OR Book/Page	Sale Type	Owner
OCT-2016	[REDACTED]	28636 / 01248	WARRANTY DEED	MARTIN RICARDO J
MAY-2010	[REDACTED]	23844 / 00146	CERT OF TITLE	MAYAN MAINSTREET INVESTORS II LLC
OCT-2006	[REDACTED]	21055 / 01877	WARRANTY DEED	ST JEAN RICHARD
JUN-1997	[REDACTED]	09834 / 01266	WARRANTY DEED	LOPEZ PATRICIA M
JUN-1990	[REDACTED]	06495 / 00716	WARRANTY DEED	

12

Exemption Applicant/Owner	Year	Detail
MARTIN RICARDO J	2021	

Number of Units 1 *Total Square Feet 3306 Acres 0.1550
 Use Code 0100 - SINGLE FAMILY Zoning SFR - Single Family Residential (38-LAKE WORTH BEACH)

Tax Year	2020	2019	2018
Improvement Value	[REDACTED]	[REDACTED]	[REDACTED]
Land Value	[REDACTED]	[REDACTED]	[REDACTED]
Total Market Value	[REDACTED]	[REDACTED]	[REDACTED]

All values are as of January 1st each year

Tax Year	2020	2019	2018
Assessed Value	[REDACTED]	[REDACTED]	[REDACTED]
Exemption Amount	[REDACTED]	[REDACTED]	[REDACTED]
Taxable Value	[REDACTED]	[REDACTED]	[REDACTED]

Tax Year	2020	2019	2018
Ad Valorem	[REDACTED]	[REDACTED]	[REDACTED]
Non Ad Valorem	[REDACTED]	[REDACTED]	[REDACTED]
Total tax	[REDACTED]	[REDACTED]	[REDACTED]

RICARDO J. MARTIN
419 North Lakeside Drive
Lake Worth Beach, Florida 33460
305-975-7906
rmartin0211@yahoo.com

EMPLOYMENT HISTORY

Jan 2021 – Present RE\MAX Services, Marlin Group - Residential and Commercial real estate sales.

April 2018 to
December 2020: Commercial and Commercial Lending
Terrabank, N.A.

Responsible for portfolio management and business development. Currently managing a portfolio consisting primarily of investment income producing commercial real estate and business occupied properties, along with relationships with Commercial Lines of Credit. Coverage area is Miami-Dade, Broward and Palm Beach counties

Jan., 2015 to
March 2018: Commercial Real Estate Lending:

Banco Popular North America/Popular Community Bank

Responsible for portfolio management and business development. Managed a portfolio of approximately \$103MM, consisting primarily of investment income producing commercial real estate, owner-business occupied properties. Annual budget for new business is up to \$25MM. Coverage area is Miami-Dade, Broward and Palm Beach counties.

April, 2013 to
Dec., 2014: Commercial and Commercial Real Estate, Chief Lending Officer
Intercredit Bank, N.A.

Responsible for managing and developing new loan business, handling \$220MM portfolio of small Commercial and Commercial Real Estate Loans for banking institution under consent decree. Led business development, portfolio management, budgeting, product development, loan participations and compliance reporting for all Lending Departments. Supervised up to eight employees with responsibilities for business development, negotiation, structuring, closing transactions, including oversight of loan documentation and their compliance with policies and regulations.

May 2011 to
March 2013: Commercial Loans and Commercial Real Estate
Business Development Manager
Terrabank, N.A.

Responsible for managing business development group for commercial and commercial real estate loans with a portfolio of \$150MM. Oversaw processing

Dec. 1985 to
May 1989:

Commercial Lender and Lending Team Head
SOUTHEAST BANK, N.A.
Miami, FL

Responsible for managing, supervising and guiding commercial lenders and their banking assistants in the Miami downtown community banking center. Responsible for monitoring detailed loan documentary and credit exceptions, past-due loans and customer relationships, as well as emphasizing marketing and calling efforts. Responsible for managing own portfolio and business development.

Feb. 1984 to
Dec. 1985

Credit Department Officer
SUNSET COMMERCIAL BANK
Miami, Florida

Responsible for managing and supervising the following areas of a small commercial bank: Loan Document Review, Letters of Credit, Real Estate Owned and maintain Credit Files and General Credit Department responsibilities and functions. Performed Credit Analysis and reported to SVP of Lending/Credit Adm.

June 1982 to
Jan. 1984

Corporate Banking Administrator and Trainee
MORGAN GUARANTY TRUST COMPANY OF NEW YORK
23 Wall Street, New York, NY
MORGAN GUARANTY INTERNATIONAL BANK
Miami, Florida

Attended preeminent, formal Commercial Bank Management Training Program sponsored by the Morgan Guaranty Trust Company, which emphasized accounting, finance and economics using bank lending case studies. Training in the analysis of corporate financial statements; worked in the Financial Analysis Department primarily emphasizing risk analysis of current bank customers and potential solicitations.

Responsible for monitoring credits (credit review) and administration of credit files. Performed financial analyses and acted as liaison between troubled Central American/Caribbean loan customers and the New York office.

EDUCATION

Various continuing study seminars, programs and continuing banking and compliance training through 2020.

Formal Commercial Banking Training Program

MBA - University of Miami, Coral Gables, Florida

BBA/Business Management and Organization - University of Miami, Coral Gables, Florida.

Proficient in Microsoft Office applications.

VOLUNTEER ADVISORY BOARD APPLICATION

Received 4/26/21

BOARD/S YOU ARE APPLYING TO BE ON	· Electric Utility Advisory Board
NAME	Ryan Oblander
RESIDENCE ADDRESS	1702 N A ST Lake Worth Beach, FL 33460 United States
UPLOAD PROOF OF RESIDENCY	· 20210426_120827_ElectricBill.jpg
DO YOU HAVE A DIFFERENT MAILING ADDRESS?	No
CELL PHONE	(954) 650-3366
EMAIL	ryanoblender@gmail.com
ARE YOU A CITIZEN OF THE UNITED STATES?	Yes
ARE YOU A REGISTERED PALM BEACH COUNTY VOTER?	Yes
ARE YOU A REGISTERED LAKE WORTH VOTER?	Yes
HOW LONG HAVE YOU BEEN A RESIDENT OF LAKE WORTH BEACH?	2005
LIST ALL PROPERTIES OWNED AND/OR BUSINESS INTERESTS IN LAKE WORTH	1702 N A ST
WHAT IS YOUR OCCUPATION?	Application Developer
EMPLOYER?	Justworks/Pentius Inc
ARE YOU CURRENTLY SERVING ON ANY CITY ADVISORY BOARD?	No
HAVE YOU EVER SERVED ON A CITY OF LAKE WORTH BOARD?	Yes
IF YES, WHEN AND WHICH BOARD(S)?	EUAB, 2017-2020
DO YOU SERVE ON ANY BOARDS IN FLORIDA, OR ARE YOU AN ELECTED OR APPOINTED STATE, COUNTY, OR MUNICIPAL OFFICE HOLDER, OR PALM BEACH COUNTY EMPLOYEE?	No
HIGH SCHOOL	Boca Raton Community High School
DATE OF GRADUATION	06/01/1997
COLLEGE	FAU
DATE OF GRADUATION	06/01/2001
WORK EXPERIENCE	Website application and software developer, 1997-present
INTEREST/ACTIVITIES	Computer/Electrical Engineering Mobile applications Solar

COMMUNITY INVOLVEMENT

Sunset Ridge Neighborhood Association, President
Lake Worth Beach Neighborhood Association Presidents Council,
Secretary
PBSO Security Liaison
North Grade Elementary PTO
Census Outreach
Lake Worth Beach Education Task Force
Lake Worth Municipal Institute

**6. A - WHY DO YOU DESIRE TO SERVE
ON THIS BOARD (FIRST PREFERENCE)**

Served as chair, had to resign due to running for office, would like to become a board member again

**6. B - WHY DO YOU DESIRE TO SERVE
ON THIS BOARD (SECOND
PREFERENCE)**

To fill a vacancy and serve my community

**6. C - WHY DO YOU DESIRE TO SERVE
ON THIS BOARD (THIRD PREFERENCE)**

Like to keep informed on the electrical utility and its future

CONSENT

I agree to the privacy policy.

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

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

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*THIS APPLICATION IS NOT VALID WITHOUT APPLICANT'S PROOF OF RESIDENCY.

SIGNATURE

Ryan Oblander

PAPA Banner

Location Address 1702 N A ST
 Municipality LAKE WORTH BEACH
 Parcel Control Number 38-43-44-16-06-009-0320
 Subdivision LAKE WORTH HGTS IN
 Official Records Book 19653 Page 1229
 Sale Date NOV-2005
 Legal Description LAKE WORTH HEIGHTS LT 32 BLK 9

Owners
 OBLANDER RYAN A

Mailing address
 1702 N A ST
 LAKE WORTH FL 33460 6442

Sales Date	Price	OR Book/Page	Sale Type	Owner
NOV-2005	[REDACTED]	19653 / 01229	WARRANTY DEED	OBLANDER RYAN A
MAY-2002	[REDACTED]	13762 / 00160	WARRANTY DEED	ALAYON IVY &
MAY-2000	[REDACTED]	11767 / 01523	WARRANTY DEED	VILLAFANE VINCENT
JAN-1986	[REDACTED]	04797 / 00077	WARRANTY DEED	
SEP-1982	[REDACTED]	03815 / 00505	WARRANTY DEED	

1 2

Exemption Applicant/Owner	Year	Detail
OBLANDER RYAN A	2021	

Number of Units 1 *Total Square Feet 3076 Acres 0.2901
 Use Code 0100 - SINGLE FAMILY Zoning SFR - Single Family Residential (38-LAKE WORTH BEACH)

Tax Year	2020	2019	2018
Improvement Value	[REDACTED]	[REDACTED]	[REDACTED]
Land Value	[REDACTED]	[REDACTED]	[REDACTED]
Total Market Value	[REDACTED]	[REDACTED]	[REDACTED]

All values are as of January 1st each year

Tax Year	2020	2019	2018
Assessed Value	[REDACTED]	[REDACTED]	[REDACTED]
Exemption Amount	[REDACTED]	[REDACTED]	[REDACTED]
Taxable Value	[REDACTED]	[REDACTED]	[REDACTED]

Tax Year	2020	2019	2018
Ad Valorem	[REDACTED]	[REDACTED]	[REDACTED]
Non Ad Valorem	[REDACTED]	[REDACTED]	[REDACTED]
Total tax	[REDACTED]	[REDACTED]	[REDACTED]

VOLUNTEER ADVISORY BOARD APPLICATION

Received 4/22/21

BOARD/S YOU ARE APPLYING TO BE ON	• City Recreation Advisory Board _____ 2nd choice • Finance Advisory Board _____ 1st choice (P) (PER email)
NAME	CHARLES ROYCE
RESIDENCE ADDRESS	129 S. GOLFVIEW RD. #3 LAKE WORTH BEACH, FL 33460 United States
UPLOAD PROOF OF RESIDENCY	• <u>ROYCE-Florida-Dr-Lic.jpg</u>
DO YOU HAVE A DIFFERENT MAILING ADDRESS?	No
PHONE	(786) 397-4953
CELL PHONE	(786) 397-4953
EMAIL	<u>CHROYCE@AOL.COM</u>
ARE YOU A CITIZEN OF THE UNITED STATES?	Yes
ARE YOU A REGISTERED PALM BEACH COUNTY VOTER?	Yes
ARE YOU A REGISTERED LAKE WORTH VOTER?	Yes
HOW LONG HAVE YOU BEEN A RESIDENT OF LAKE WORTH BEACH?	11 YEARS
LIST ALL PROPERTIES OWNED AND/OR BUSINESS INTERESTS IN LAKE WORTH	129 S. GOLFVIEW RD. #3, LWB
WHAT IS YOUR OCCUPATION?	RETIRED US AIR FORCE COLONEL, RETIRED UNITED NATIONS HUMANITARIAN OFFICER
ARE YOU CURRENTLY SERVING ON ANY CITY ADVISORY BOARD?	No
HAVE YOU EVER SERVED ON A CITY OF LAKE WORTH BOARD?	No
DO YOU SERVE ON ANY BOARDS IN FLORIDA, OR ARE YOU AN ELECTED OR APPOINTED STATE, COUNTY, OR MUNICIPAL OFFICE HOLDER, OR PALM BEACH COUNTY EMPLOYEE?	No
HIGH SCHOOL	MC DONALD HS, MC DONALD, OHIO
DATE OF GRADUATION	06/04/1966
COLLEGE	GOLDEN GATE UNIV, MBA IN MANAGEMENT AND GROVE CITY COLLEGE, BA IN ECONOMICS
DATE OF GRADUATION	08/05/1977

WORK EXPERIENCE

Education: I have a Master of Business Administration (MBA) in Management and a BA in Economics. I have also held Assistant Professor teaching positions, in Management, with 2 different universities.

Experience: I have been on the Board of Directors of the Pentagon Federal Credit Union, the 3d largest Credit Union in the USA with assets of \$25 Billion and 1.8 million members. I headed the PenFed Strategic Planning effort. As an Air Force Colonel, while assigned to the Headquarters in the Pentagon, I was a primary staff officer for a \$35 Billion aircraft acquisition project. Serving as a Humanitarian Assistance Officer for the United Nations in Geneva I was involved in coordinating international humanitarian assistance efforts involving thousands of assistance workers and millions of dollars of relief aid at disaster locations around the world.

INTEREST/ACTIVITIES

I LEAD AN ACTIVE LIFESTYLE INVOLVING BICYCLING, GOLF, HIKING, WEIGHTLIFTING IN THE GYM AND CARDIO EXERCISE.

COMMUNITY INVOLVEMENT

I HAVE BEEN VERY ACTIVE IN MY NEIGHBORHOOD AND I WAS ELECTED TO THE BOARD OF DIRECTORS OF BRYANT PARK NEIGHBORHOOD ASSOCIATION. SERVED 3 YEARS. MY WIFE AND I ARE ALSO INVOLVED IN ANIMAL RESCUE ACTIVITIES.

6. A - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (FIRST PREFERENCE)

I BELIEVE MY EDUCATION AND EXPERIENCE MAKE ME WELL QUALIFIED TO SERVE ON THE FINANCIAL ADVISORY BOARD. THIS BOARD IS CRITICAL TO THE CONTINUED DEVELOPMENT AND PROGRESS OF THE CITY AND I FEEL I CAN MAKE SUBSTANTIAL CONTRIBUTIONS.

6. B - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (SECOND PREFERENCE)

THROUGH THE ACTIVITES LISTED ABOVE, I HAVE FIRST HAND KNOWLEDGE OF THE RECREATIONAL OPPORTUNITES AVAILABLE IN THE CITY AND COUNTY AND I FEEL I CAN ALSO MAKE IMPORTANT CONTRIBUTIONS TO THIS RECREATIONAL BOARD.

6. C - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (THIRD PREFERENCE)

N/A

CONSENT

I agree to the privacy policy.

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

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

*THIS APPLICATION IS VALID FOR ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

*THIS APPLICATION IS NOT VALID WITHOUT APPLICANT'S PROOF OF RESIDENCY.

SIGNATURE

CHARLES ROYCE

VOLUNTEER ADVISORY BOARD APPLICATION

Received 4/27/21

RESIDENCY VERIFIED

BOARD/S YOU ARE APPLYING TO BE ON	· Finance Advisory Board
NAME	Laura Aveard
RESIDENCE ADDRESS	1024 N Palmway Lake Worth, FL 33460 United States
DO YOU HAVE A DIFFERENT MAILING ADDRESS?	No
PHONE	(954) 661-7156
EMAIL	laveard@yahoo.com
ARE YOU A CITIZEN OF THE UNITED STATES?	Yes
ARE YOU A REGISTERED PALM BEACH COUNTY VOTER?	Yes
ARE YOU A REGISTERED LAKE WORTH VOTER?	Yes
HOW LONG HAVE YOU BEEN A RESIDENT OF LAKE WORTH BEACH?	2
LIST ALL PROPERTIES OWNED AND/OR BUSINESS INTERESTS IN LAKE WORTH	1024 N Palmway, Lakeworth Beach
WHAT IS YOUR OCCUPATION?	Self Employed - Business Consulting and Vacation Rental
EMPLOYER?	Self Employed
ARE YOU CURRENTLY SERVING ON ANY CITY ADVISORY BOARD?	No
HAVE YOU EVER SERVED ON A CITY OF LAKE WORTH BOARD?	No
DO YOU SERVE ON ANY BOARDS IN FLORIDA, OR ARE YOU AN ELECTED OR APPOINTED STATE, COUNTY, OR MUNICIPAL OFFICE HOLDER, OR PALM BEACH COUNTY EMPLOYEE?	No
HIGH SCHOOL	Hampton High School
DATE OF GRADUATION	06/12/1986
COLLEGE	Indiana University of Pennsylvania
DATE OF GRADUATION	05/08/1990
RESUME ATTACHMENT	- L-Aveard-Papania-Resume-Apr-2021.pdf
WORK EXPERIENCE	Resume
INTEREST/ACTIVITIES	Cycling, Camping, Traveling
COMMUNITY INVOLVEMENT	None yet
6. A - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (FIRST PREFERENCE)	I have a finance background and can speak that language.
6. B - WHY DO YOU DESIRE TO SERVE ON THIS BOARD (SECOND PREFERENCE)	Too get more involved in the community.

CONSENT

✓ I agree to the privacy policy.

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

*THIS APPLICATION IS VALID FOR ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

*THIS APPLICATION IS NOT VALID WITHOUT APPLICANT'S PROOF OF RESIDENCY.

SIGNATURE

Laura Aveard

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Legal/Risk

TITLE:

Approval of Settlement with Milton Jackson for \$50,100 (inclusive of attorney's fees and costs)

SUMMARY:

This is a request to settle two workers' compensation claims filed by Milton Jackson for injuries he sustained in two accidents while a City employee. If approved, Mr. Jackson will execute a workers' compensation release and general release of non-workers' compensation claims in favor of the City.

BACKGROUND AND JUSTIFICATION:

Milton Jackson (the Claimant) is a 60 year old employee who was involved in two separate accidents that occurred on March 3, 2011 and February 18, 2019. In the March 3, 2011 claim, a garbage truck crushed the Claimant between a wall and the garbage truck causing a left fractured hip and a left fractured pelvis. The carrier accepted this claim as compensable and has paid approximately \$65,555.00 in medical benefits. The claim is open and the carrier continues to pay for medical visits and medications. The Claimant hired counsel and this case tentatively settled for \$25,000.00 at mediation.

As for the February 18, 2019, the Claimant was in a garbage truck when a van hit the truck which then caused a neck and right shoulder injury to the Claimant. The carrier accepted the claim as compensable, but the Claimant sought most of his medical care through his third party case. After that case settled, the Claimant asked the Carrier to authorize cervical injections and a pain management specialist for cervical treatment. The carrier disputed these claims and a Final Hearing was set before the Judge of Compensation Claims for April 19, 2021. If the judge ruled in favor of the Claimant, the Carrier would be required to pay for continued medical care for the neck and right shoulder. In addition, the City would owe claimant's counsel's fees which could be as high as \$22,750.00. The Claimant hired a second counsel for this claim. This case tentatively settled for \$25,000.00 at mediation.

In addition, the City will pay \$100.00 consideration for a General Release for non-worker's compensation claims.

MOTION:

Move to approve/disapprove the settlement with Milton Jackson in exchange for a workers' compensation release and general release.

ATTACHMENT(S):

Fiscal Impact Analysis

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Community Sustainability

TITLE:

Resolution No. 18-2021 – Documenting the levy of municipal special assessment liens for unpaid lot clearing charges

SUMMARY:

This resolution documents the assessment of the costs incurred by the City for lot clearing services and the levy of such costs as special assessment liens against the properties identified in the resolution.

BACKGROUND AND JUSTIFICATION:

Pursuant to the provisions of sections 12-38 through 12-42 of the Code of Ordinances (the “Lot Clearing Ordinance”), the owners of certain parcels of real property were notified of the existence of debris, vegetation, tree or other matter thereon which were determined to create a hazard declared to be a public nuisance and a violation of the City’s Lot Clearing Ordinance. Certain owners failed to abate such nuisances and the City or its contractor, in accordance with the procedures set forth in the Lot Clearing Ordinance, have abated said nuisances by clearing the offending lots. In accordance with section 12-42, the costs incurred by the City to abate said nuisances were assessed against each property as a special assessment lien at the time services were provided. The list of properties assessed for unpaid lot clearing charges, along with the associated administrative costs, total \$24,312.47 and are attached to Resolution No. 18-2021 as Exhibit “A”. If not paid, these liens may be foreclosed by the City or they may be certified to the tax collector for collection pursuant to the uniform method provided in section 197.3632, Florida Statutes.

Attached is the proposed resolution documenting the levy of the special assessments for unpaid lot clearing charges including a spreadsheet of addresses, services provided and costs.

MOTION:

Move to approve/disapprove Resolution No. 18-2021 – Documenting the levy of municipal special assessment liens for unpaid lot clearing charges

ATTACHMENT(S):

Resolution No. 18-2021

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18-2021

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RESOLUTION NO. 18-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DOCUMENTING THE ASSESSMENT OF THE COSTS INCURRED BY THE CITY PURSUANT TO SECTION 12-42 OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (LOT CLEARING) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the City of Lake Worth Beach, Florida has, pursuant to sections 12-38 through 12-42 of the Code of Ordinances of the City of Lake worth beach, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 12-38 of said Code by reason of the existence of debris, vegetation, tree, or other matter thereon and thereby created a hazard declared to be a public nuisance; and

WHEREAS, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

WHEREAS, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

WHEREAS, the lots have been cleared of debris, vegetation, tree or other public nuisance thereon by the City or its contractor at a cost to the City as set forth below; and

WHEREAS, it is recommended that in accordance with section 12-42 of the Code of Ordinances of the City of Lake Worth Beach, the costs incurred to abate said nuisances, which are assessed against the respective properties as special assessment liens, be hereby documented and recorded against the properties in the Public Records of the Palm Beach County, Florida.

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

42 **Section 1.** The foregoing recitals are hereby ratified and confirmed as being true and
43 correct and are hereby made a specific part of this resolution.
44

45 **Section 2.** Legislative Determinations. It is hereby ascertained and declared that the
46 lot clearing on the properties listed in **Exhibit "A"** (attached hereto and incorporated
47 herein) provided a special benefit to each parcel assessed, based upon the following
48 legislative determinations:
49

50 (A) It is hereby ascertained, determined, and declared that each
51 assessed parcel has benefitted by the City's provision of lot clearing services in an
52 amount not less than the amount of the lot clearing services costs imposed against each
53 parcel.
54

55 (B) It is fair and reasonable to assess the lot clearing services costs in
56 the amounts actually expended by the City to benefit each assessed parcel.
57

58 **Section 3.** In accordance with sec. 12-42 of the Code of Ordinances, at the time
59 services were provided, all costs incurred by the City in the abatement of nuisances on
60 the following parcels of land, along with an administrative fee, were levied and assessed
61 against said properties as municipal special assessment liens on the properties identified
62 and in the amounts indicated on the attached "**Exhibit A**". To each of the aforesaid lien
63 amounts shall be added the cost to reimburse the City to record each lien in the Public
64 Records of Palm Beach County, Florida. The City Commission is hereby documenting
65 such special assessment liens through this resolution.
66

67 **Section 4.** Said liens shall be prior in dignity to all other liens, encumbrances, titles and
68 claims against the property and equal in rank and dignity with ad valorem taxes and shall
69 remain on such property until paid. A failure to pay any such lien, even a lien upon
70 homesteaded property, may result in a loss of title to property.
71

72 **Section 5.** Said special assessment liens shall bear interest from the date of adoption
73 of this resolution at the legal rate until fully paid.
74

75 **Section 6.** The City Clerk is hereby directed to record a certified copy of this resolution
76 in the Public Records of Palm Beach County, Florida. The failure to record a certified
77 copy of this resolution shall not affect the validity of any special assessment.
78

79 **Section 7.** The Finance Department is hereby directed to mail a copy of this resolution
80 to the owners of the parcels of land levied hereby at the last known address of such
81 owner.
82

83 **Section 8.** Such assessment liens, together with interest, administrative fees costs,
84 and reasonable attorneys' fees shall be enforced and collected, and may be foreclosed,
85 pursuant to the Code of Ordinances of the City of Lake Worth Beach and applicable
86 provisions of law. Such assessment liens, if they remain unpaid, may also be collected
87 pursuant to the uniform method set forth in sec. 197.3632, Fla. Stat. or through any other
88 remedy available at law or in equity.

89 **Section 9.** All resolutions or parts of resolutions in conflict herewith are hereby
90 repealed.

91

92 **Section 10.** If any provision of this resolution or the application thereof to any person or
93 circumstances is held invalid, the invalidity shall not affect other provisions or applications
94 of this resolution which can be given effect without the invalid provision or application and
95 to this end the provisions of this resolution are declared severable.

96

97 **Section 11.** This resolution shall take effect upon adoption.

98

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

102

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

108

109 The Mayor thereupon declared this resolution duly passed and adopted on the 4th
110 day of May, 2021.

111

112

LAKE WORTH BEACH CITY COMMISSION

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By: _____
Betty Resch, Mayor

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ATTEST:

Deborah M. Andrea, CMC, City Clerk

123
124LOT CLEARINGS
EXHIBIT "A"

CASE #	OWNER	OWNER ADDRESS	OWNER CITY/STATE	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	INVOICE AMOUNT
20-1846	BUYERS INVESTMENT GROUP LTD IN	6717 STONECREEK ST	GREENACRES, FL 334133408	38-43-44-15-07-000-8740	COLLEGE PARK ADD 1 LTS 874 & 875 E OF FED HWY	1902 N FEDERAL HWY	\$ 887.76
20-1511	GANCARZ ANDREW F & GANCARZ WILMA S	9125 MARKLEYS GROVE BLVD	SUMMERVILLE SC 29485 8679	38-43-44-27-01-089-0120	ADD 1 TO TOWN OF LAKE WORTH LT 12 BLK 89	1621 S FEDERAL HWY	\$ 2,138.62
20-2071	HAAS ROY H TRUST ROY H HASS TR	517 N L ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-154-0230	TOWN OF LAKE WORTH LTS 23 & 24 BLK 154	517 N L ST	\$ 1,220.03
20-1808	MTAG CUST FOR HAYDEN MANAGEMENT LLC	PO BOX 409584	ATLANTA GA 30384 9584	38-43-44-21-15-082-0010	TOWN OF LAKE WORTH LT 1 BLK 82	302 N G ST	\$ 259.90
20-2135	PIMIENTA JUAN C	1015 S G ST	LAKE WORTH EBACH FL 33460	38-43-44-21-15-281-0120	TOWN OF LAKE WORTH LT 12 BLK 281	1015 S G ST	\$ 405.00
20-2076	S PINE ST LAND TRUST FLORIDA TRUST SERVICES LLC TR	3014 N US HIGHWAY 301 STE 700	TAMPA FL 33619-2279	38-43-44-28-03-000-0280	ADD 1 TO LAKEVIEW HGTS LT 28	616 S PINE ST	\$ 750.99
20-2108	WHITE SAND PROPERTY DEV LLC	3170 N FEDERAL HWY STE 100M	POMPANO BEACH FL 33064	38-43-44-27-01-024-0020	ADD 1 TO TOWN OF LAKE WORTH LT 2 BLK 24	826 S LAKESIDE DR	\$ 699.86
20-2139	DLJ PROPERTIES LLC	211 EDELWEISS DR	WEXFORD PA 15090 9470	38-43-44-21-15-021-0013	TOWN OF LAKE WORTH LTS 1 THRU 4 (LESS E 1/2) BLK 21	30 S K ST	\$ 1,207.76
20-2140	DLJ PROPERTIES LLC	211 EDELWEISS DR	WEXFORD PA 15090 9470	38-43-44-21-15-021-0014	TOWN OF LAKE WORTH E 1/2 OF LOTS 1 THRU 4 BLK 21	614 1ST AVE S	\$ 746.46
20-2175	TARPON IV LLC	18305 BISCAYNE BLVD STE 400	AVENTURA FL 33160 2172	38-43-44-34-02-000-0010	AMENDED PL OF LATONA COURTS LTS 1&2 (LESS E 25 FT & RTN CRV RAILROAD AVE R/W)	604 LATONA AVE	\$ 520.96

125

**LOT CLEARINGS
EXHIBIT "A"**

CASE #	OWNER	OWNER ADDRESS	OWNER CITY/STATE	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	INVOICE AMOUNT
20-2133	ABELLON PA	2119 S DIXE HWY	WEST PALM BEACH FL 33401	38-43-44-16-06-012-0011	LAKE WORTH HGTS E 110 FT OF LT 1 (LESS E 2FT & NELY TRGLR PAR DIXIE HWY R/W) BLK 12	1831 N DIXE HWY	\$ 559.79
20-2128	HUNTER EMMETT & HUNTER MARY L	817 TRUMAN AVE	LAKE WORTH BEACH FL 33460	38-43-44-34-03-000-0210	PARKVIEW HEIGHTS LT 21	817 TRUMAN AVE	\$ 2,062.88
20-2462	PROUT JAMES E & TAYLOR JONATHAN M	1703 S PALMWAY	LAKE WORTH BEACH FL 33460	38-43-44-34-04-000-0252	REVISED PLAT OF BLACKWELL PARKS 1/2 OF LT 25 & LT 27	1703 S PALMWAY	\$ 1,575.36
20-2535	KIERN MICHAEL & SCARCELLA KEIRN ANNETTE	1420 HILLCREST DR	LAKE WORTH BEACH FL 33461	38-43-44-33-07-000-0150	LAKE OSBORNE MANOR LT 5	1420 HILLCREST DR	\$ 558.49
20-2563	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON, FL 33432	38-43-44-21-15-118-0091	TON OF LAKE WORTH N 1/2 OF LT 9 & 10 BLK 118	420 N H ST	\$ 476.24
20-2616	1018 N C ST LAND TRUST AGUSTI HECTOR & NEXOAVANT PROPERTIES LLC TR	801 NORTHPOINT PKWY STE 141	WEST PALM BEACH FL 33407 1815	38-43-44-21-15-322-0050	TOWN OF LAKE WORTH LT 5 BLK 322	1018 N C ST	\$ 482.66
20-2613	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT OF LT 6 BLK 137	412 S B ST	\$ 380.32
20-2623	MALDONADO CELESTINA & RIVASDARDAN AMANDA S	417 S D ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-139-0240	TOWN OF LAKE WORTH LTS 24 & 25 BLK 139	417 S D ST	\$ 520.16
20-2745	S PINE ST LAND TRUST FLORIDA TRUST SERVICES LLC TR	3014 US HIGHWAY 301 STE 700	TAMPA FL 33619 2279	38-43-44-28-03-000-0280	ADD 1 TO LAKEVIEW HGTS LT 28	616 S PINE ST	\$ 514.46
20-2684	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0040	ADD 1 TO TOWN OF LAKE WORTH LT 4 BLK 26	920 S J ST	\$ 911.46

LOT CLEARINGS
EXHIBIT "A"

CASE #	OWNER	OWNER ADDRESS	OWNER CITY/STATE	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	INVOICE AMOUNT
20-2684	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0051	LAKE WORTH TOWN OF ADD 1, LT 5 (LESS E 42.7 FT) BLK 26	912 S J ST	\$ 674.46
20-2788	ROSA RAMOS JANET	980 SW 21ST LN	BOCA RATON FL 33486 6837	38-43-44-27-01-064-0010	ADD 1 TO TOWN OF LAKE WORTH LT 1 & S 5 FT OF LT 2 BLK 64	1332 S L ST	\$ 362.50
20-2561	DEALE WILLIAM R & WILLIAMS ICON HOMES & PROPERTIES	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	38-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$ 288.50
20-2562	MTAG CUST FOR HAYDEN MANAGEMENT LLC	PO BOX 409584	ATLANTA GA 30384 9584	38-43-44-21-15-082-0010	TOWN OF LAKE WORTH LT 1 BLK 82	302 N G ST	\$ 326.50
21-48	BARRIOS CARLOS	2520 IDA WAY	WEST PAM BEACH FL 33415	38-43-44-27-01-026-0052	LAKE WORTH TOWN OF ADD 1 E 42.7 FT OF LTS 5&6 BLK 26	914 S J ST	\$ 1,046.82
20-1722	JENNE KENNETH C II	2601 W BROWARD BLVD	FORT LAUDERDALE FL 3312 1308	38-43-44-21-15-242-0040	TOWN OF LAKE WORTH LT 4 BLK 242	814 N J ST	\$ 4,399.53
21-538	SIMON SUSAN J	116 MONTEREY WAY	WEST PALM BEACH FL 33411	38-43-44-21-15-213-0072	TOWN OF LAKE WORTH W 45 FT OF E 90 FT OF N 20 FT OF LT 7 & W 45 FT OF E 90 FT OF LT 8 BLK 213	513 6TH AVE S	\$ 335.00
						TOTAL	\$ 24,312.47

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Community Sustainability

TITLE:

Resolution No. 19-2021 – Documenting the levy of municipal special assessment liens for unpaid boarding and securing charges

SUMMARY:

This resolution documents the assessment of the costs incurred by the City for boarding and securing services and the levy of such costs as special assessment liens against the properties identified in the resolution.

BACKGROUND AND JUSTIFICATION:

Pursuant to the provisions of sections 2-75.2 through 2-75.2.7 of the Code of Ordinances (the “Board and Secure Ordinance”), the owners of certain parcels of real property were notified of the existence of a structure that allows access to its interior which is not boarded or secured and that does not have a certificate of boarding which were determined to create a hazard declared to be a public nuisance and a violation of the City’s Board and Secure Ordinance. Certain owners failed to abate such nuisances and the City or its contractor, in accordance with the procedures set forth in the Board and Secure Ordinance, have abated said nuisances by boarding and securing the structure. In accordance with section 2-75.2.7, the costs incurred by the City to abate said nuisances were assessed against each property as a special assessment lien at the time services were provided. The list of properties assessed for unpaid boarding and securing charges, along with the associated administrative costs, total **\$9,211.44** and are attached to Resolution No. 19-2021 as Exhibit “A”. If not paid, these liens may be foreclosed by the City or they may be certified to the tax collector for collection pursuant to the uniform method provided in section 197.3632, Florida Statutes.

Attached is the proposed resolution documenting the levy of the special assessments for unpaid boarding and securing charges including a spreadsheet of addresses, services and charges.

MOTION:

Move to approve/disapprove Resolution No. 19-2021 – Documenting the levy of municipal special assessment liens for unpaid board and secure charges.

ATTACHMENT(S):

Resolution No. 19-2021

RESOLUTION NO. 19-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DOCUMENTING THE ASSESSMENT OF THE COSTS INCURRED BY THE CITY PURSUANT TO SECTION 2-75.2.7 OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (BOARDING AND SECURING) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the City of Lake Worth Beach, Florida has, pursuant to sections 2-75.2 through 2-75.2.7 of the Code of Ordinances of the City of Lake Worth Beach, Florida, as amended, found and determined that the condition of certain properties or parcels of land as hereinafter described violated section 2-75.2.2(a) of said Code by reason of the existence of a structure that allows access to its interior and which is not boarded and secured or a structure that is boarded and secured but does not have a certificate of boarding which thereby has created a hazard declared to be a public nuisance; and

WHEREAS, the respective owners of the parcels of property hereinafter described were duly notified of the existence of the aforesaid nuisances on their properties and were required to abate the nuisances; and

WHEREAS, said owners have, after being duly notified by a Notice of Violation, failed to bring their property into code compliance; and

WHEREAS, the structures have been boarded and secured by the City or its contractor at a cost to the City as set forth below; and

WHEREAS, it is recommended that in accordance with section 2-75.2.7 of the Code of Ordinances of the City of Lake Worth Beach, the costs incurred to abate said nuisances, which are assessed against the respective properties as special assessment liens, be hereby documented and recorded against the properties in the Public Records of the Palm Beach County, Florida.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2. Legislative Determinations. It is hereby ascertained and declared that the boarding and securing of the structures on the properties listed in **Exhibit "A"** (attached hereto and incorporated herein) provided a special benefit to each parcel assessed, based upon the following legislative determinations:

(A) It is hereby ascertained, determined, and declared that each assessed parcel has benefitted by the City's provision of boarding and securing services in an amount not less than the amount of the boarding and securing services costs imposed against each parcel.

(B) It is fair and reasonable to assess the boarding and securing services costs in the amounts actually expended by the City to benefit each assessed parcel.

Section 3. In accordance with sec. 2-75.2.7 of the Code of Ordinances, at the time services were provided, all costs incurred by the City in the abatement of nuisances on the following parcels of land, along with an administrative fee, were levied and assessed against said properties as municipal special assessment liens on the properties identified and in the amounts indicated on the attached "**Exhibit A**". To each of the aforesaid lien amounts shall be added the cost to reimburse the City to record each lien in the Public Records of Palm Beach County, Florida. The City Commission is hereby documenting such special assessment liens through this resolution.

Section 4. Said liens shall be prior in dignity to all other liens, encumbrances, titles and claims against the property and equal in rank and dignity with ad valorem taxes and shall remain on such property until paid. A failure to pay any such lien, even a lien upon homesteaded property, may result in a loss of title to property.

Section 5. Said liens shall bear interest from the date of adoption of this resolution at the legal rate until fully paid.

Section 6. The City Clerk is hereby directed to record a certified copy of this resolution in the Public Records of Palm Beach County, Florida. The failure to record a certified copy of this resolution shall not affect the validity of any special assessment.

Section 7. The Finance Department is hereby directed to mail a copy of this resolution to the owners of the parcels of land levied hereby at the last known

address of such owner.

Section 8. Such assessment liens, together with interest, administrative fees costs, and reasonable attorneys' fees shall be enforced and collected, and may be foreclosed, pursuant to the Code of Ordinances of the City of Lake Worth Beach and applicable provisions of law. Such assessment liens, if they remain unpaid, may also be collected pursuant to the uniform method set forth in sec. 197.3632, Fla. Stat. or through any other remedy available at law or in equity.

Section 9. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 10. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application and to this end the provisions of this resolution are declared severable.

Section 11. This resolution shall take effect upon adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the 4th day of May, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: City Attorney

TITLE:

Amendment to Lease Agreement regarding the Jewell/Steinhardt Cove Living Shoreline to provide for a 99-year Lease term

SUMMARY:

The parties entered into a Lease Agreement on April 15, 2014 for approximately 13 acres of property known as the Jewell/Steinhardt Cove Living Shoreline and the Lease needs to be amended to provide for a 99-year term.

BACKGROUND AND JUSTIFICATION:

On January 7, 2014, the City of Lake Worth Beach approved a lease agreement with Palm Beach County to restore and enhance approximately 11 acres of land owned by the City in order to create a natural living shoreline area with limited public amenities generally located adjacent and west of A1A and just south of the Lake Worth Beach bridge and is referred to as the "Jewell-Steinhardt Cove". Under the lease the County agreed and has provided the environmental enhancements necessary to make and maintain Jewell-Steinhardt Cove as approximately 9 acres of submerged land for seagrasses and mangroves habitat and approximately 2 ½ acres of coastal strand and maritime hammock community. On March 17, 2020 the City was authorized by referendum to extend the Lease term to a full 99-year term.

MOTION:

Move to approve/disapprove the execution of the amendment to extend the Lease term to a full-99-year term.

ATTACHMENT(S):

Fiscal Impact Analysis N/A
Amendment to Lease Agreement
Lease

**AMENDMENT TO
LEASE AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
THE CITY OF LAKE WORTH**

THIS AMENDMENT TO LEASE AGREEMENT is made and entered into on this _____ day of _____, 2021, by and between the City of Lake Worth, a Florida municipal corporation, hereinafter referred to as the “City”, and Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “County”. The City and the County shall hereinafter be referred to collectively as the “parties”.

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement dated April 15, 2014 (R2014-0522) (the “Lease”) for approximately 13 acres of property known as the Jewell/Steinhardt Cove Living Shoreline and referred to in the Lease as the City tract; and

WHEREAS, in the Lease, the City agreed to use its best efforts to place a referendum before its voters to extend the Lease for a full 99-year lease term; and

WHEREAS, the City placed a referendum before its registered voters on the March 17, 2020 ballot, and the voters approved the Lease extension providing for a 99-year Lease term; and

WHEREAS, the parties wish to amend to Lease to provide for a total 99-year Lease term.

NOW, THEREFORE, in consideration of the mutual covenants, and conditions contained herein, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as in the Lease. Any reference to “Lease” contained herein shall include all amendments thereto.

2. Section 6 of the Lease is hereby deleted, and replaced as follows:

6. The term of this Lease Agreement commenced on April 15, 2014 and upon signature by both parties (“the Effective Date”) shall be for a period of 99 years.

3. All other terms and conditions of the Lease shall remain the same.

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

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE
CIRCUIT COURT & COMPTROLLER

BY: _____,
Deputy Clerk

DATE: _____

(SEAL)

APPROVED AS TO FORM AND
FLORIDA,
LEGAL SUFFICIENCY:

CITY OF LAKE WORTH,
BY ITS COMMISSION

BY: _____
Scott A. Stone,
Assistant County Attorney

BY: _____
Betty Resch, Mayor

DATE: _____

DATE: _____

APPROVED AS TO TERMS AND
CONDITIONS:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Deborah Drum, Director
Environmental Resources Management

BY: _____
Glen Torcivia, City Attorney

DATE: _____

DATE: _____

REVIEWED AND APPROVED
FOR EXECUTION:

BY: _____
Michael Bornstein, City

DATE:

R 2014 10522

LEASE AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
THE CITY OF LAKE WORTH

THIS LEASE AGREEMENT is made and entered into on this APR 15 2014 day of _____, 2014, by and between the City of Lake Worth, a Florida municipal corporation, hereinafter referred to as the "City", and Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County". The City and the County shall hereinafter be referred to collectively as the "parties".

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) allows governmental units to enter into intergovernmental agreements to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, the City owns an approximate 13 acre tract of real property that is located within the City boundaries (the "City tract"); and

WHEREAS, the City supports projects to improve the water quality and habitats within the Lake Worth Lagoon; and

WHEREAS, an environmental restoration project along the shoreline of the City tract is identified in the Lake Worth Lagoon Management Plan endorsed and approved by the County and municipalities that border the Lake Worth Lagoon, including the City of Lake Worth; and

Whereas, the City has designated the City Tract as Conservation on both its Future Land Use Map of the City Comprehensive Plan, and the City's Official Zoning Map; and

WHEREAS, the County and the City deem that it is in the best interest of the residents and citizens of Palm Beach County and the City of Lake Worth to maintain and manage the City tract as a nature preserve, and to preserve the City tract and its associated biological communities in their natural state for future generations as examples of intact native Florida ecosystems; and

WHEREAS, the City and the County wish to restore, improve and protect natural features of the City tract to include: (1) maritime hammock; (2) seagrasses; (3) mangrove wetland; and, (4) oyster reef habitat; and

WHEREAS, the City wishes to lease the City tract to the County and the County wishes to lease the City tract from the City to assist in the construction of the natural features and to manage the City tract; and

WHEREAS, the City wishes to ensure that a portion of the upland property is reserved for possible future public amenities, including parking; and

WHEREAS, the execution of this Lease Agreement is in the best interest of the County, City and the residents and citizens of the same.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and restrictions set forth herein, the parties agree as follows:

ARTICLE I – GENERAL

1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth herein.

2. The purpose of this Lease Agreement is to provide a mechanism for the County and the City to cooperate in the restoration, management, and the construction of environmental restoration features within the City tract.

3. The City tract consists of two plots of land south of Lake Worth Road (SR 802) east of the Intracoastal Waterway and west of State Road A1A. The approximately 13 acres of land is located within the boundaries of the City. The two parcels are described in Exhibit "A" and are referred to herein as the "City tract".

4. The County and City hereby agree to cooperate in the development and construction of environmental enhancement and restoration elements to the City tract including parking and limited public amenities. Work associated with these enhancement and restoration elements are contingent upon available funding. During the life of this Lease Agreement, the County will maintain the environmental enhancement features to be constructed as provided herein. Such environmental enhancement and restoration elements are depicted in Exhibit "B".

5. The City hereby leases and the County hereby accepts the lease from the City of the City tract depicted in Exhibit "A". The City tract shall consist of the real property depicted in Exhibit "A" together with any current or future improvements thereon depicted in Exhibit "B". The County shall pay the City rent at the rate of \$1.00 per year. All rent due hereunder shall be payable in advance on or before the Effective Date. The County is a tax-exempt entity as is evidenced by tax exemption #60-2211419753 C. No sales or use tax shall be included or charged with the annual rent.

6. The term of this Lease Agreement shall commence upon signature by both parties ("the Effective Date") and shall be for a period of nineteen years and eleven months. In accordance with the City's Charter, the City shall use its best efforts to place a referendum before registered voters within ten years of execution of the Lease Agreement to provide for a full 99-year lease term. The parties understand that the County wishes to manage the City tract according to the terms of this Lease Agreement for a period of 99 years

7. The County hereby agrees to manage the City tract as a nature preserve with limited public amenities including parking, and contingent on receipt of necessary approvals, permits and funding, to design and construct environmental enhancement features within the City tract in accordance with this Lease Agreement and in accordance with all applicable federal, state and local laws, rules and regulations.

8. The County shall use its best efforts to maintain and restore existing biological communities on the City tract in their natural state as examples of seagrass, oyster, mangrove, and maritime hammock ecosystems. It is the intent of the parties that the City tract shall be managed as a nature preserve, to provide scientific and educational benefits, and to provide recreational opportunities for residents and citizens of the City and the County. The City tract shall be kept in its natural state such that present and future generations will be able to experience the natural values currently exhibited thereon, acts of God or other events beyond the control of the County or the City notwithstanding.

9. The City shall use its best efforts, through its agents and employees, to prevent the unauthorized use of the City tract or any use not compatible with the management of the site as a nature preserve.

10. The City tract shall be open to the public. Any permanent or temporary restrictions on access will be agreed to jointly by the County and the City prior to the completion of the environmental restoration project.

11. The City agrees that it will not amend the Comprehensive Plan designation on this property without the express consent of the County

12. The City hereby represents and warrants that it is seized of the City tract in fee simple, that it has good title thereto, that it has full right to grant this Lease Agreement of the City tract to the County, and that it is not aware of any hazardous condition on the City tract that might affect any lawful use of the City tract . The City also represents to the County that it is not aware of any chemical, material, or substance on the property that is prohibited, limited, or regulated by federal, state, county, regional, or local authority. The City shall not be required under the terms of this Lease to remove any chemical material or substance that is prohibited, limited, or regulated by federal, state, regional, or local requirements. Notwithstanding, if during the term of this Lease Agreement a hazardous condition or any prohibited, limited, or regulated chemical, material, or substance is discovered on the City tract, the City hereby forever releases the County from any and all liability and responsibility for the same and the County may immediately terminate this Lease upon written notice to the City. In the event that the County causes any hazardous condition on the property, County hereby forever releases the City for any and all liability and responsibility for same.

13. The parties shall prepare, separately or jointly, brochures and other educational material describing the natural resources, uses, and management of the City tract. Any such materials prepared by one party shall be submitted to the other party for its prior review and approval. Approval shall not be unreasonably withheld. The cost of any jointly-prepared materials shall be shared equally by the parties. The costs of any material prepared individually shall be solely that party's responsibility.

ARTICLE II – RESPONSIBILITIES OF THE COUNTY

14. The County agrees to identify a County employee as a contact person to interact with the City in planning for and constructing the restoration project on the City tract and in managing the City tract as a nature preserve.

15. To the extent that funding is available and approved by the Board of County Commissioners, the County will construct all or portions of the environmental enhancement features as depicted in Exhibit B.

16. The County shall manage the City tract for habitat preservation and passive recreation, keeping the City tract in its natural state as agreed upon by both parties as appropriate for a nature preserve. Management shall include, but shall not be limited to, removal of exotic non-native invasive vegetation, planting of native vegetation, preservation of wetland areas, periodic removal of trash and debris during coastal cleanup events, and other maintenance and preservation activities deemed necessary by the County. The County will provide all necessary personnel, professional services, equipment, materials and supplies for ongoing, site-specific management of the City tract.

17. The County will manage the City tract to be consistent with its efforts on a countywide basis to protect ecosystems and populations of listed species throughout the County's natural areas.

18. The County will erect a kiosk identifying the City tract as owned by the City and open to the public as a nature preserve, as having improvements constructed with funding sources from other partners, and as managed by the County.

ARTICLE III – RESPONSIBILITIES OF THE CITY

19. The City shall identify a City employee as the contact person to interact with the County in planning for and constructing the restoration project on the City tract and to assist in managing the City tract as a nature preserve.

20. The City shall assume sole responsibility for public safety and law enforcement within and outside the City tract. The City shall perform routine patrols of the City tract boundaries and use its best efforts to prevent vandalism, vehicular trespass, dumping, and damage to the City tract and natural resources.

21. The City shall assume sole responsibility for the daily opening and closing of any gate providing public access to the City tract. This responsibility may be delegated to a local resident or stewardship group which the City will be solely responsible for.

22. The City shall, in reviewing any proposed changes to, uses of, or activities on, real property immediately adjacent to the City tract, within the jurisdiction of the City, consider the protection of the biological communities on the City tract nature preserve and the potential for adverse impacts to the species present.

23. The City will promptly consult with the County to determine the future of the City tract should any unforeseen events or activities, either natural or human-made, severely limit or eliminate the natural resources presently on the City tract.

ARTICLE IV - DESIGN AND CONSTRUCTION OF ENVIRONMENTAL ENHANCEMENT FEATURES

24. In the event that the County is unable to provide the necessary funds, the County will not be obligated to construct any of the environmental enhancement features pursuant to this Lease Agreement; however, the County will continue to manage the City tract as a nature preserve pursuant to this Lease Agreement.

25. The County shall provide conceptual designs for mangrove, seagrass, oyster and maritime components dependent on the County obtaining the funds, and in accordance with the requirements of this Lease Agreement.

26. The County shall provide a copy of the final design development plans to the City's contact person for review and approval. The City's contact person shall review such plans to ensure consistency with the intent of this Lease Agreement. The City shall expeditiously review and approve any site plan and associated engineering design plans for the proposed project that require approval by the City.

27. The County shall not commence construction of any improvement(s) until the City has approved the final design development plans for such improvement(s). Such approvals shall not be unreasonably withheld.

28. The parties understand and agree that construction of the environmental enhancement features on the City tract is dependent upon receiving all necessary permits and approvals.

29. To the extent permitted by law, the City shall waive any municipal fees, assessments, or permit fees applicable to the City tract due to the construction, use and maintenance of the environmental enhancement features.

ARTICLE IV - MISCELLANEOUS

30. Captions. The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

31. Effective Date of Agreement. This Lease Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and the Lake Worth City Commission, and shall become effective only when signed by both parties.

32. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted under Florida law, the County shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of the County's negligence, and the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence. However, nothing in this paragraph shall be interpreted as a waiver of the City's or the County's sovereign immunity as provided in Section 768.28, Florida Statutes, as amended from time to time.

33. Insurance. Without waiving the right to sovereign immunity as provided by Chapter 768.28, Florida Statutes, the parties acknowledge to be insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such limits that may change and be set forth by the legislature. The parties acknowledge to be insured or self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, the parties agree to provide a Certificate of Insurance evidencing insurance or self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above mentioned coverages.

34. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease Agreement and the same shall remain in full force and effect.

35. Governing Law. This Lease Agreement shall be governed by the laws of the State of Florida. Venue shall be in Palm Beach County, Florida.

36. Notice. For the purposes of this Lease Agreement, notices to the other party shall be deemed sufficient when addressed to the following persons and addresses and deposited in the United States Mail:

- a. City of Lake Worth
Office of the City Manager
7 North Dixie Highway
Lake Worth, Florida 33460

With copy to:
Law Offices of Glen Torcivia
City Attorney
701 Northpoint Parkway
Suite 209
West Palm Beach, Florida 33407

- b. Palm Beach County
Department Director
Department of Environmental Resources Management
2300 N. Jog Road
West Palm Beach, Florida 33411-2743

With copy to:
County Attorney's Office
Palm Beach County, 6th Floor
301 N. Olive Avenue
West Palm Beach, FL 33401

Should either party change its address, written notice of such new address shall promptly be sent to the other party.

37. Budgetary Approval. This Lease Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County.

38. Termination. If either party fails to fulfill its obligations under this Lease Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The other party shall then have one hundred and eighty (180) days from receipt of notice to correct the stated deficiency. If the other party fails to correct the deficiency within this time, unless

otherwise agreed by the parties, this Lease Agreement shall terminate at the expiration of the one hundred and eighty (180) day time period.

The County may terminate this Lease for convenience by giving a one year written notice to the City.

39. Non-exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

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

42. Recording. The City shall record this Lease Agreement in the public records of Palm Beach County, Florida.

43. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease Agreement by reference.

44. Hazardous Substances. The County shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

45. Entirety of Agreement. This Lease Agreement shall be deemed to be the sole agreement between the parties, and no prior agreements or other prior writings shall supersede that which is contained in this Lease Agreement. The Lease Agreement may be amended only by written document executed by both parties.

46. Palm Beach County has established the Office of the 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 County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the any party contracting with the County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

R 2014 0522

ATTEST:

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

BY: Dominique Marshall
Deputy Clerk



BY: Priscilla A. Taylor
Priscilla A. Taylor, Mayor

DATE: _____

DATE: APR 15 2014

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

BY: [Signature]
Robert Robbins, Director
Environmental Resources Management

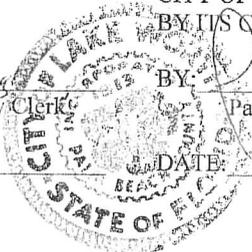
DATE: 2/11/14

DATE: 1-29-14

ATTEST:

CITY OF LAKE WORTH, FLORIDA,
BY ITS COMMISSION

BY: Pamela J. Lopez
Pamela J. Lopez, City Clerk



BY: Pam Triolo
Pam Triolo, Mayor

DATE: 1/12/14

DATE: 1/12/14

(SEAL)

REVIEWED AND APPROVED
FOR EXECUTION:

BY: [Signature]
Michael Bornstein, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: [Signature]
City Attorney

DATE: 1/2/14

DATE: 12/31/13

EXHIBIT A
LEGAL DESCRIPTION

A parcel of submerged land in Lake Worth, Palm Beach County, Florida, more particular described as follows:

Beginning at a point in the South right-of-way line of Lake Worth Road at the intersection with the center line of State Road A1A, in Section 26, Township 44 South, Range 43 East, in the City of Lake Worth, Palm Beach County, Florida; thence running North 86°00'26" West a distance of 500 feet along the South right-of-way line of Lake Worth Road; thence running South 0°30'26" East parallel to said State Road A1A in the waters of Lake Worth a distance of 1200 feet to the South property line of the Lake Worth Casino property; thence running South 88°03'00" East a distance of 550 feet, more or less, along said South property line to the centerline of State Road A1A; thence in a Northerly direction along the centerline of said State Road A1A to the point of beginning. LESS the R/W for State Road A1A, containing 13 acres more or less, lying and being in Section 26 and 27, Township 44 South, Range 43 East, Palm Beach County, Florida. Containing 13 acres, more or less, and lying and being in the County of Palm Beach, in said State of Florida, and more particularly described as follows:

Commencing at the intersection of the South right-of-way line of Lake Worth Road (SR 802) and the centerline of State Road A1A (Section No 9306-11) in Section 26, Township 44 South, Range 43 East, in the City of Lake Worth, Palm Beach County, Florida; thence N-86°-00'-26"-W, along the said South right-of-way line of Lake Worth Road, a distance of 169.40 feet to the point of beginning; thence continue N-86°-00'-26"-W, along the said South right-of-way line of Lake Worth Road, a distance of 330.61 feet to a point; thence S-0°-30'-26"-E, a distance of 1227.06 feet to a point on the Easterly extension of the South line of the City of Lake Worth property; thence S-88°-14'-56"-E, along the said South line, a distance of 496.05 feet to a point on the Westerly right-of-way line of said State Road A1A; thence Northerly, along the arc of a curve, having a radius of 2914.93 feet and a central angle of 10°19'38", a distance of 525.40 feet to the end of said curve; thence N-0°-30'-26"W, along the Westerly righty-of-way line of said State Road A1A, a distance of 569.47 feet to the beginning of a curve, concave to the Northeast, Northwesterly and Westerly, along the arc of said curve, a distance of 192.50 feet to the end of the said curve and the point of the beginning.

LESS the North 400 feet thereof.

Exhibit B

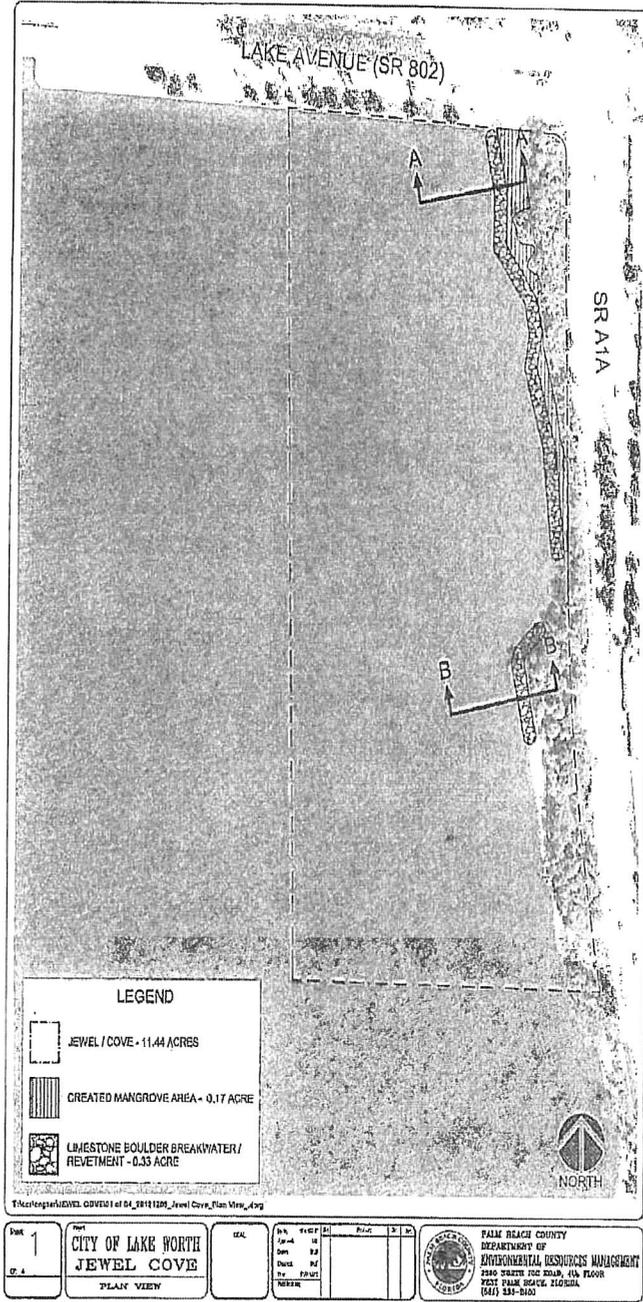


Exhibit
"B"

STATE OF FLORIDA, COUNTY OF PALM BEACH
 I, SHARON R. BOCK, Clerk & Comptroller certify
 this to be a true and correct copy of the original
 filed in my office on APR 15 2014
 dated at West Palm Beach, FL on 4-15-14
 By: Dominique A. Marshall
 Deputy Clerk



APR 24 2014

**INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management**

DATE: April 22, 2014

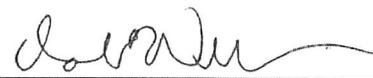
TO: Robert Weisman
County Administrator

FROM:  Robert Robbins, Director
Environmental Resources Management

SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:
**Lease Agreement with the City of Lake Worth for the restoration
and management of a 13-acre City tract for nineteen years and
eleven months.**

On April 15, 2014 agenda item 3L1 (R2014-0522) the County Commission approved the County Administrator or his designee to sign all future time extensions and other forms associated with this Agreement and necessary minor amendments that do not change the scope of work or terms and conditions of the Agreement.

This memorandum is my formal request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM) to sign any necessary amendments for the above mentioned Agreement. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED:  DATE: 4/22/14
Robert Weisman, County Administrator

RR:mc
Attachment

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Finance

TITLE:

Resolution No. 20-2021 – Hurricane Isaias Federally Declared Disaster EM-3533 Subaward and Grant Agreement Z2537

SUMMARY:

This resolution approves the Hurricane Isaias EM-3533 Federally Funded Subaward and Grant Agreement Contract Number Z2537 between the State of Florida and the City that provides for the reimbursement of emergency protective measures City-wide. The exact funding amount will be determined by project worksheets for this purpose.

BACKGROUND AND JUSTIFICATION:

On October 21, 2020, a major disaster declaration designated as FEMA-EM-3533-FL was issued as a result of extensive damage caused by Hurricane Isaias. The designation authorized public assistance to all Atlantic coastal counties in Florida, including Palm Beach County. FEMA's Public Assistance program is a federal grant to aid State and local governments in returning a disaster area to pre-disaster conditions. The assistance is provided to primarily address the repair and restoration of public facilities and infrastructure that have damaged or destroyed, or the restoration of services that were negatively impacted. Among the stipulations of the Agreement is the requirement for the State to share the costs eligible for federal financial assistance as appropriated with its eligible sub-grantees, including the City of Lake Worth Beach.

Resolution No. 20-2021 approves and authorizes the Mayor to execute the Federally Funded Subaward and Grant Agreement Z2537 between the State of Florida Division of Emergency Management (the "Division") subsequent and the City. This Agreement sets forth the terms and conditions for reimbursement of eligible expenses incurred by the City for emergency protective measures, city-wide debris removal and repairs to various public facilities. The amount of eligible public assistance, which is estimated to be approximately \$50,000.00 will be determined by completion of project worksheets by the City and subsequent approval of the Division. The Agreement will be modified accordingly.

MOTION:

Move to approve/disapprove Resolution No. 20-2021 approving the Hurricane Isaias Disaster Declaration EM-3533 Federally Funded Subaward and Grant Agreement Z2537.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution
Grant Agreement Z2537

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Subrecipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity.”

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Subrecipient’s name:	<u>Lake Worth Beach, City of</u>
Subrecipient’s unique entity identifier:	<u>076040070</u>
Federal Award Date:	<u>8/1/2020</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>7/31/2020 to 2/1/2021</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>N/A</u>
Amount of Federal Funds Obligated by this Agreement:	_____
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	_____
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	_____
Federal award project description (see FFATA):	<u>Grant to Local Government for Debris removal, emergency Protective measures and repair or Replacement of disaster damaged facilities.</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	_____
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Lake Worth Beach, City of _____ (hereinafter referred to as the "Subrecipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;
- C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Subrecipient upon the terms and conditions outlined below;
- D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Subrecipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and
- E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

- a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Subrecipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement (“Scope of Work, Deliverables, and Financial Consequences”). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division’s Grant Manager shall be responsible for enforcing performance of this Agreement’s terms and conditions and shall serve as the Division’s liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and,
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Kim Schoffel
 Title Program Supervisor
 Bureau of Recovery
 Address Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
 Telephone: (850) 815-4448
 Email: Kim.Schoffel@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____
 Address: _____

 Telephone: _____
 Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Subrecipient’s responsibility to authorize its users in the Recipient’s grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement (“Designation of Authority”) may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work in accordance with Attachment A to this Agreement (“Budget and Project List”).

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Subrecipient’s account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Subrecipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Subrecipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G to this Agreement (“Public Assistance Program Guidance”). If any extension request is denied by the Recipient, or is not sought by the Subrecipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for EM-3533 – Hurricane Isaias.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for

matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Subrecipient only for allowable costs incurred by the Subrecipient. The Recipient will provide funds on a cost reimbursement basis to the Subrecipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement (“Budget and Project List”), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).” The Subrecipient must complete Attachment “D” by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Subrecipient. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subrecipient’s agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Subrecipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement (“Budget and Project List”), that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as, “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Subrecipient “relate financial data to performance accomplishments of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Subrecipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services

provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Subrecipient-Employee agreement, or an established policy of the Subrecipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Subrecipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: \$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Subrecipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Subrecipient in its regular operations as a result of the Subrecipient’s written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division’s Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

m. As defined by 2 C.F.R. §200.53, the term “improper payment” means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such

documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Subrecipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Subrecipient.
- v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Subrecipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be

substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Subrecipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, three (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Subrecipient based upon the funds provided under this Agreement, the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachments A and B to this Agreement ("Budget and Scope of Work" and "Program Statutes and Regulations" respectively), and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156,

Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

c. When conducting an audit of the Subrecipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Subrecipient of such non-compliance.

e. The Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Subrecipient’s fiscal year.

f. The Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Subrecipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Subrecipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Project List").

e. The Subrecipient shall provide additional program updates or information that may be required by the Division.

f. The Subrecipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Project List") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Subrecipient agrees to comply and

cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.
- c. Withhold or suspend payment of all or any part of a request for payment.
- d. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question; or
 - iv. Require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) days prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to the Division because of any breach of Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(18) PROCUREMENT

a. The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient shall monitor and document, in the quarterly report, the contractor’s progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient shall ensure all contracts conform to sections §287.057 and §288.703, Florida Statutes, as applicable.

e. The Subrecipient may request guidance concerning procurement activity from the Division but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted by completing Attachment K of this Agreement (“Justification of Advance Payment”). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division’s Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

c. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to the Subrecipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Subrecipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Subrecipient understands and agrees that the Recipient may offset any funds due and payable to the Subrecipient until the debt to the State is satisfied. In such event, the Recipient will notify the Subrecipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Subrecipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Subrecipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a Federal department or agency;
- ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (23) f. ii. of this certification; and,
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

h. In addition, the Subrecipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Subrecipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Subrecipient shall also perform this check for any and all intended contractor or subcontractor for which Subrecipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Subrecipient and provided to the Division upon request. The check must be completed before the Subrecipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.

j. Subject to the provisions of 2 C.F.R. §200.305, the Subrecipient must temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider

the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(22) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- v. The Subrecipient and its Contractors shall sign Attachment J – Certification Regarding Lobbying.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

- a. If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Subrecipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Subrecipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.
- c. Within thirty (30) days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (25) b., have the right to all patents and copyrights which accrue during performance of the Agreement.
- d. If the Subrecipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Subrecipient shall become the sole property of the Subrecipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Subrecipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(25) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that

if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(26) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(27) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(28) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(29) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(30) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to

assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(31) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subrecipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(32) ASSURANCES

The Subrecipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(33) DUPLICATION OF BENEFITS PROHIBITED

a. The Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subrecipient receive any other duplicate benefits from any source whatsoever.

b. The Subrecipient agrees to reimburse the Recipient if it receives any duplicate

benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Subrecipient has received payment from the Recipient.

c. The Subrecipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Subrecipient has received duplicate benefits, the Subrecipient gives the /Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subrecipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(34) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 – Funding Sources
- ii. Attachment A – Budget and Project List
- iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
- iv. Attachment C – Certification Regarding Debarment
- v. Attachment D – Designation of Authority
- vi. Attachment E – Statement of Assurances
- vii. Attachment G – Public Assistance Program Guidance
- viii. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
- ix. Attachment I – Mandatory Contract Provisions
- x. Attachment J – Certification Regarding Lobbying
- xi. Attachment K – Justification for Advance Payment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Lake Worth Beach, City of

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

FEIN# 59-6000358

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Jared Moskowitz, Director

Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUBRECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Subrecipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
Emergency Work
Category B: Emergency Protective Measures
2. Subrecipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A
Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-3533		Sub-Recipient: Lake Worth Beach, City of									
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
Total:			\$0.00		\$0.00		\$0.00		\$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's PW, the Division notifies the Subrecipient with a copy of the PW (or P2 Report). Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables –

Reimbursement requests will be submitted separately for each Large Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project. Requests and associated documentation which do not conform will be returned to the Subrecipient prior to acceptance for payment.

Reimbursement up to 100% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due fifteen (15) days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division's as in ownership of the Grant Manager as part of the Subrecipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division's Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).

Small Projects Deliverables –

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. The Subrecipient must initiate the Small Project Closeout in the grants management system within thirty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences

2 CFR 200.338 and Section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any Project (PW) that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is deobligated by FEMA and/or withdrawn.

The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division as a financial consequence. If the Subrecipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

Failure to timely submit quarterly reports –

Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes, provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are being achieved. Paragraph (12) of the subgrant agreement also requires the Subrecipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin.

These reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Subrecipient fails to timely submit this quarterly report, the Division will:

- Withhold \$500.00 from the next approved and final payment/payable for each project not reflected on a timely submitted Quarterly Report.

Failure to timely submit Requests for Final Inspection-

The submission of a request for Final Inspection is due within ninety (90) days of project completion for each project. In the event a Subrecipient fails to timely Request a Final Inspection, the Division will enforce the following:

- Withhold any and all final and approved payments/payables for each project for which a Request for Final Inspection is not timely submitted.
 - o Once the Request for Final Inspection is received, such funds will be released and paid to the Subrecipient.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

With respect to any Subrecipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Subrecipient's Name

DEM Contract Number

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Subrecipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note:** a designation of authority is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	Box 2: Primary Agent (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 3: Alternate Agent (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature

Date

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:		Date:	
Box 7: Other (Read Only Access)		Box 8: Other (Read Only Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 9: Other (Read Only Access)		Box 10: Other (Read Only Access)	
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Box 11: Other (Read Only Access)		Box 12: Other (Read Only Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month:		Day:	
Sub-Grantee's Federal Employer's Identification Number (EIN)		-	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known)		- -	

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not

Attachment E

STATEMENT OF ASSURANCES

- 1) The Subrecipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Subrecipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
 - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,

- ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
 - i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
 - j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
 - k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
 - l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000.00 or more.
 - m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Recipient in good faith to agree upon a repayment date.
 - n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Subrecipient agrees it will comply with the:
- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Subrecipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the

Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Subrecipients and contractors.

- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
- t. Applicable provisions of the following laws and policies prohibiting discrimination:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- u. Provisions of all appropriate environmental laws, including but not limited to:
 - vi. The Clean Air Act of 1955, as amended;
 - vii. The Clean Water Act of 1977, as amended;
 - viii. The Endangered Species Act of 1973;
 - ix. The Intergovernmental Personnel Act of 1970;
 - x. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - xi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - xii. The Fish and Wildlife Coordination Act of 1958;
 - xiii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - xiv. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- v. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion,

or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

- ii. EO 11514 (NEPA).
- iii. EO 11738 (violating facilities).
- iv. EO 11988 (Floodplain Management).
- v. EO 11990 (Wetlands).
- vi. EO 12898 (Environmental Justice).

For Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Subrecipient by FEMA. The Subrecipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, its successors, transferees, and assignees.

FOR THE SUBRECIPIENT:

Signature

Printed Name and Title

Date

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Subrecipients must use the Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Subrecipient. The Subrecipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Subrecipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Subrecipient should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Subrecipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000.00 or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Subrecipient, in FDEM Grants Management System, on both small and large projects, to:

- 1) New Time Extension;
 - a) Requests for Time Extensions within the Subrecipient's authority
 - b) Requests for Time Extensions not within the Subrecipient's authority
- 2) New Project Amendment;
 - a) Requests for Alternate Projects
 - b) Requests for Improved Projects
 - c) Requests for Mitigation Opportunities
 - d) Requests for Revised Scope of Work
 - e) Significant Cost Variance (>20%)
 - f) Use of Eligible Excess Funds
- 3) New Project Appeal
 - a) Subrecipient Appeal
 - i) Request First Appeal; and/or
 - ii) Request Second Appeal; and/or

- iii) Request Appeal via Arbitration.
- b) Project Appeal
 - i) Large Project Appeal
 - (1) Request First Appeal; and/or
 - (2) Request Second Appeal; and/or
 - (3) Request Appeal via Arbitration
 - ii) Small Project Appeal
 - (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Subrecipient to certify that all work has been completed. To ensure a timely closeout process, the Subrecipient should notify the Recipient within sixty (90) days of Project completion.

The Subrecipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Subrecipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Subrecipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Subrecipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Subrecipient must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <https://www.fema.gov/assistance/public/policy-guidance-fact-sheets> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate, and actual costs for completing the eligible SOW differ from the estimated amount. FEMA adjusts the approved amount on individual Small Projects only if one of the following conditions applies:

- The Subrecipient did not complete the approved SOW;
- The Subrecipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Subrecipient may request additional funding through small project netting, known as the net small project overrun appeal. The request operates as a normal appeal, but includes all of the Subrecipient's Small Projects. The Subrecipient must send its request to the Recipient's Appeals Officer within sixty (60) days of completion of the work for the Subrecipient's last Small Project. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts. FEMA will evaluate all Small Projects and make adjustments according to any overruns or underruns for each project. FEMA will not consider requests submitted past the appeals deadline.

To ensure that all work has been performed within the SOW specified on the Project Worksheets (PW), the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For Hurricane Isaias EM#3533, projects that are under \$131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation. The self-certification will require the applicant to certify that the scope of work is eligible and that the funds will be expended in accordance with State and Federal law.

Once the project is obligated, the Division will reimburse the project without a request for reimbursement.

5. TIME EXTENSIONS

FEMA only provides Public Assistance (PA) funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date.

If the Subrecipient determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division may grant a time extension for Category B (emergency protective measures) work.

FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Subrecipient's control:

- Permitting or Environmental and Historic Preservation (EHP) compliance related delays due to other agencies involved;
- Environmental limitations (such as short construction window);
- Inclement weather (site access prohibited or adverse impact on construction); and
- Lack of availability of materials, equipment, or contractors to complete work.

FEMA generally considers the following to be circumstances within the control of the Subrecipient and not justifiable for a time extension:

- Permitting or environmental delays due to Subrecipient delays in requesting permits;
- Lack of funding;
- Change in administration or cost accounting system; and/or
- Compilation of cost documentation.

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Subrecipient must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Subrecipient does not complete. If the Subrecipient completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Subrecipient restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Subrecipient did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions;
- Construction timeline/project schedule in support of requested time;
- Basis for time extension request:
 - Delay in obtaining permits;
 - Permitting agencies involved and application dates;
 - Environmental delays or limitations (e.g., short construction window, nesting seasons);
 - Dates of correspondence with various agencies;
 - Specific details;
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction);
 - Specific details;
- Other reason for the delay;
 - Specific details.

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the Division or FEMA (as applicable), any expenses incurred outside the Period of Performance (POP) are ineligible.

6. INSURANCE

The Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Subrecipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Subrecipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000.00.

In addition to the preceding requirements, the Subrecipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Subrecipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Subrecipient does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Subrecipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Subrecipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Subrecipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Subrecipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Subrecipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Subrecipient, and any land use permitted by or engaged in by the Subrecipient, must be consistent with the local government comprehensive plan.

The Subrecipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Subrecipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Subrecipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Subrecipient requesting this reimbursement must include:

- a) A Request for Reimbursement (available in the FDEM Grants Management System);
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Subrecipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Subrecipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Subrecipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

7. The Recipient may advance funds to the Subrecipient, not exceeding the Federal share, only if the Subrecipient meets the following conditions:

- a) The Subrecipient must certify to the Recipient that Subrecipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay; and
- b) The Subrecipient must submit to the Recipient the budget supporting the request.

8. The Subrecipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance, as defined in 2 C.F.R. §200.305 and as applicable section 216.181(16), Florida Statutes;

9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Subrecipient if the Recipient reasonably expects that the Subrecipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Subrecipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Subrecipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subrecipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Subrecipient's contacts have not been updated regularly and all three (3) Agents have separated from the Subrecipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any *institution* that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement Subrecipients/prospective Subrecipients. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name;
- Headquarters name and address for your organization;
- Doing business as (dba) or other name by which your organization is commonly recognized;
- Physical address;
- Mailing address (if separate from headquarters and/or physical address);
- Telephone number;
- Contact name and title; and
- Number of employees at your physical location.

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking effect Oct. 1, 2003, mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement Subrecipient. D&B will tell you if your organization already has an assigned number. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9 Submission and My Florida Marketplace (MFMP) Registration

For the purpose of this Agreement, a Subrecipient is also a Vendor. The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

Subrecipient must register with My Florida Marketplace utilizing myfloridamarketplace.com website concurrent with the execution of this agreement. Registration must be complete prior to returning this agreement to FDEM for execution.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management (“FDEM” or “Division”) must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This “Instructions and Worksheet” is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the Division prior to the Division’s issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ _____

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: 076040070

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment I
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place

in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements
(*Appendix II to Part 200, Revised Eff. 11/12/2020*).

FEMA created a PDAT Contract Provisions Template to assist non-Federal entities with drafting contracts. It is *available at* <https://www.fema.gov/grants/procurement/resource-library>

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment J
Certification Regarding Lobbying

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date

Attachment K

JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.</p>

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term, as defined in 2 C.F.R. §200.305 and as applicable section 216.181(16), Florida Statutes. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

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RESOLUTION NO. 20-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE HURRICANE ISAIAS (FEMA – EM-3533-FL) FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT NUMBER Z2537 BETWEEN THE STATE OF FLORIDA AND THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on August 1, 2020, a major declaration designated as FEMA-EM-3533-FL was issued for affected areas of the State of Florida as a result of Hurricane Dorian; and

WHEREAS, Public Assistance was authorized under this emergency presidential declaration, as amended, for all Atlantic coastal counties in Florida, including Palm Beach County; and

WHEREAS, the State of Florida has undertaken to make these Public Assistance Program funds available to eligible jurisdictions under this presidential emergency declaration in accordance with the stipulations of the Agreement between FEMA and the State; and

WHEREAS, Hurricane Isaias (FEMA-EM-3533-FL) Federally Funded Subaward and Grant Agreement Z2537 has been prepared by the State for the reimbursement of eligible costs incurred by the City for protective measures, city-wide debris removal and repairs to various public facilities related to damages caused by Hurricane Isaias; and

WHEREAS, the amount of public assistance will be determined by the future submission of project worksheets as approved by the State; and

WHEREAS, the Federally Funded Subaward and Grant Agreement Z2537 will then be modified to include the value of eligible expenses related to the project scope of work; and

WHEREAS, the federal contribution, the state contribution and local cost share toward the reimbursement of eligible expenses in the approved project scope of work will also be determined for inclusion in the modified Agreement.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the Hurricane Isaias (FEMA-EM-3533-FL) Federally Funded Subaward and Grant Agreement Z2537 between the State of Florida and the City

47 SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby
48 authorizes the Mayor as Authorized Agent to execute the original Hurricane Isaias
49 (FEMA-EM-3533-FL) Federally Funded Subaward and Grant Agreement Z2537 between
50 the State of Florida and the City that sets forth the terms and conditions for the
51 reimbursement of eligible costs related to Hurricane Isaias.
52

53 SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the
54 Finance Department Director. The fully executed original shall be maintained by the City
55 Clerk as a public record of the City.
56

57 SECTION 4: This resolution shall become effective upon adoption.
58

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

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

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

70 LAKE WORTH BEACH CITY COMMISSION

71
72
73 By: _____
74 Betty Resch, Mayor

75
76 ATTEST:

77
78
79 _____
80 Deborah M. Andrea, CMC, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 21-2021 – ALA COVID Library Relief Fund Grant Application

SUMMARY:

The resolution approves the submission of an application for funding assistance in the amount of \$30,000 to support the Library's operating budget under the American Library Association (ALA) COVID Library Relief Fund grant program. This assistance is provided to support public libraries that have experienced economic hardship due to the coronavirus pandemic, which has impacted the ability for these libraries to adequately serve their communities.

BACKGROUND AND JUSTIFICATION:

Resolution No. 21- 2021 approves the submission of the application for funding in the amount of \$30,000 under the ALA COVID Library Relief Fund to support the operation of the City's Public Library that has experienced economic hardship as a result of the coronavirus pandemic. The grant funding will be utilized to provide new needed services to City residents, especially those representing underserved populations in low- to moderate-income groups.

The funding will enable the City's Public Library to better meet the needs of those who have been impacted the greatest by the coronavirus pandemic. These residents include the elderly, immigrant populations, families with school aged children and families with pre-school children. Planned uses of the grant funds will include the following measures in support of the aforementioned community target audience:

- Purchase of large print books;
- Establish books by mail service;
- Hire one (1) part-time bi-lingual assistant;
- Establish five (5) hotspots for remote users; and
- Purchase self-help literacy teaching software to post on the City's website.

Awarded grant funds can be used to support the city's Public Library through December 31, 2021. There is no match of local cost share required of the City for these grant funds.

MOTION:

Move to approve/disapprove Resolution No. 21-2021 approving submission of the City' application for funding in the amount of \$30,000 under the ALA COVID Library Relief Fund.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	30,000	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
180-0000-334-70-04	Library Grants	TBD			30,000	

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RESOLUTION NO. 21-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION FOR FUNDING UNDER THE AMERICAN LIBRARY ASSOCIATION (ALA) LIBRARY RELIEF FUND GRANT PROGRAM IN THE AMOUNT OF \$30,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, grant funding under the American Library Association (ASA) COVID Library Relief fund is provided to public libraries that have experienced financial hardship due to the coronavirus pandemic; and

WHEREAS, grant funds are made available to eligible grantees under the Program to supplement the operating budgets of eligible public libraries to better enable them to serve their community, especially traditionally underserved populations; and

WHEREAS, the City of Lake Worth Beach ("City") intends to submit an application to ALA COVID Library Relief Fund for grant funding assistance in the amount of \$30,000 to support library operations in creating new needed services to these underserved populations in response to conditions resulting from the coronavirus pandemic; and

WHEREAS, the City will not be required to provide a matching cost for any grant funding it is awarded; and

WHEREAS, these grant funds will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the submission of an application for funding in the amount of \$30,000 under the ALA COVID Library Relief Fund to support the operating budget of the City's Public Library.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the City Manager to execute the City's funding application.

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

SECTION 4: This resolution shall become effective upon adoption.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Water Utilities

TITLE:

Change Order 01 to B&B Underground Construction, Inc. for the Lift Station 12 & 14 Improvement Projects

SUMMARY:

Change Order 01 identifies a cost increase and time extension to the B&B Underground Construction on the Lift Station 12 improvement Project.

BACKGROUND AND JUSTIFICATION:

The City's water department owns and operates Lift Station No. 12 located on the campus of Palm Beach State College. Last year the water department prepared a design to replace the antiquated dry pit lift station to new style wetwell sanitary sewer lift station with submersible pumps. This project now updates all of the water department's lift stations to wetwell style systems.

During construction of the lift station several modifications were needed or added into the project to complete the lift station. Modifications and additions included: driveway layout and slope adjustments, waterproofing a large underground meter vault, rerouting an unforeseen sewer lateral, and material & installation cost for upgraded pipe support brackets. The total cost of this change order amounts to \$48,243.00 and adds 23 days to the contract.

MOTION:

Move to approve/disapprove Change Order 01 to B&B Underground Construction Inc. for Lift Station No 12 & 14 improvement project for the addition of \$48,243.00 and 23-day time extension.

ATTACHMENT(S):

Fiscal Impact Analysis
Change Order 01

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	48,243.00	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	48,243.00	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
426-7490-535.62-20	Regional Sewer – Buildings/structures	RS 1801	896,839.00	264,444.63	n/a	48,243.00	216,201.63



WATER UTILITIES DEPARTMENT
301 COLLEGE STREET
LAKE WORTH BEACH, FL 33460
561.586.1710

CHANGE ORDER

Project Number: RS1801 **Contractor:** B&B Underground Construction, Inc.

Project Name: Lift Station Nos. 12 and 14 Improvements

Change Order Number: 01

Change Order Effective Date: 4/13/21 **Contractor Phone:** 561-249-0341

Change Order Type: Increase **Existing Purchase Order Number:** 182596

Description of Change:

1. WDC 01 for revisions to driveway construction and layout to accommodate change in grade elevation.
 2. WDC 02 for waterproofing of an existing meter vault that was leaking.
 3. Additional compensation for the additional work required beyond what was included in WDC 02 to stop the leaks and waterproof the meter vault.
 4. Rerouting and connection of an existing sewer service lateral that was thought to be inactive and originally shown to be cut and capped.
 5. Installation of larger pipe support brackets for discharge riser piping in wet well.
 6. Reallocation of available funds from line-item underruns.
-

1	2	3	4	5	6	7
Item No.	Description	Qty	Unit	Unit Price	Increase In Contract Price	Increase in Contract Days
1	WDC 01 – LS 12 Driveway Revision	1	LS	\$15,153.00	\$15,153.00	15
2	WDC 02 – Waterproofing Existing Vault	1	LS	\$5,001.00	\$5,001.00	2
3	Additional Waterproofing of Existing Vault	1	LS	\$10,649.00	\$10,649.00	2
4	Sewer Lateral	1	LS	10,316.00	10,316.00	2
5	Pipe Supports	1	LS	\$11,907.00	\$11,907.00	2
6	Reallocation of Contract Funds	1	LS	(\$4,783.00)	(\$4,783.00)	
	Total Amount:				<u>\$ 48,243.00</u>	<u>23</u>

Price of Original Contract: \$570,940.00 authorized by Commission on 3/19/2020 Agenda Item Consent G.

Current Price of Contract (including Change Orders): \$862,280.00

Price of Current Change Order: \$48,243.00

New Contract Price: \$910,523.00

Basis of Price Change: Unit Price Time & Material Lump Sum

Contract Time Change

No Change Extended Decreased by 23 work days

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the City Manager or City Commission (as designated on the last page of this Change Order).

Reviewed and Accepted by: B&B Underground Construction, Inc.
(Contractor Name)


Contractor Representative (Signature)

PRES
Title

15 APRIL 2021
Date

Approved by:  Brian Shields
2021.04.23 14:38:44
-04'00' 4/23/2021
Water Department Director (Date)

IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 1 to the Lift Station Nos. 12 and 14 Improvements Project on _____, 20____.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

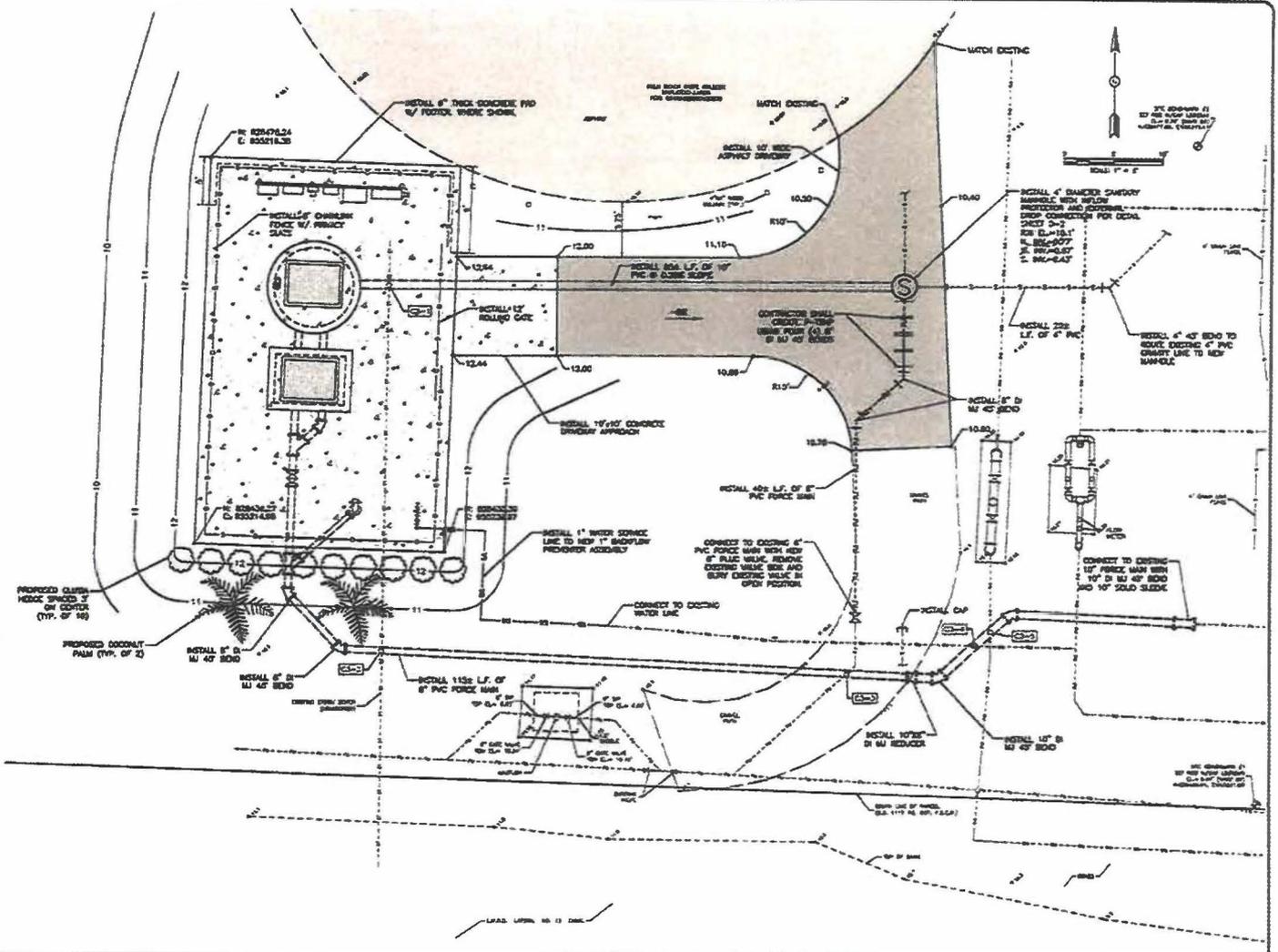
By: _____
Bruce T. Miller, Financial Services Director

C-1	PROPOSED 10" PVC UNDER COEXISTING STORM SEWER (SHOWNEED) BROADCAST 12" CLEARANCE
C-2	PROPOSED 10" PVC FORCE MAIN UNDER COEXISTING STORM SEWER BROADCAST 12" CLEARANCE
C-3	PROPOSED 10" PVC FORCE MAIN UNDER COEXISTING FORCE MAIN BROADCAST 12" CLEARANCE
C-4	PROPOSED 10" PVC FORCE MAIN UNDER COEXISTING WATER MAIN BROADCAST 12" CLEARANCE
C-5	PROPOSED 10" PVC FORCE MAIN UNDER EXISTING WATER MAIN BROADCAST 12" CLEARANCE

- NOTES:
- REFER TO DETAIL SHEETS FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
 - CONTRACTOR SHALL RESTRAIN EXISTING FORCE MAIN AS NECESSARY PRIOR TO PERFORMING TIGHTEN MECHANICAL THROUST RESTRAINT TABLE ON SHEET D-3.
 - NEW PUMP GUIDE RAILS, BASE ELBOWS, AND APPURTENANCES SHALL BE COMPATIBLE WITH NEW PUMP.
 - ALL ELEVATIONS ARE IN MGS 84.
 - ARCHITECT OF RECORD COVER FROM FINISHED GRADE TO TOP OF PVC.
 - CONTRACTOR SHALL PROTECT ALL VEGETATION AND PRIVATE PROPERTY, UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL RESTORE OR REPLACE ANY DAMAGED PROPERTY AT HIS COST TO THE OWNER.
 - REFER TO SITE PLAN, PLAN VIEW, AND SECTION VIEW FOR COMPLETE SCOPE OF PROPOSED WORK.
 - APPROPRIATE ADAPTERS WILL BE REQUIRED AT ALL LOCATIONS WHERE HOPE PIPE TRANSITIONS TO DUCTILE IRON PIPE. ADAPTERS NOT SHOWN ON PLANS FOR CLARITY.



LIFT STATION #2
 630 S CONGRESS AVE, LAKE WORTH, FL 33461
 GPS COORDS: 26°38'48.00" N, 80°14'45.00" W
 SECTION 28, TOWNSHIP 46C, RANGE 40E
 PCN: 00343038000000



DATE:	11-28-2023
BY:	JL/STW
CHECKED BY:	SE
DATE:	12-01-2023
BY:	SE
DATE:	12-01-2023
BY:	SE

CITY OF LAKE WORTH BEACH
 LIFT STATION NOS. 12 & 14
 IMPROVEMENTS

LIFT STATION NO. 12
 PROPOSED SITE PLAN

HOLTZ CONSULTING ENGINEERS, INC.
 270 SOUTH CENTRAL BLVD., SUITE 207
 AURORA, FLORIDA 32606
 PH. (904) 575-2005
 Cert. No. 52342

STANDARD & FINAL P.L.
 SHEET NO. 0000
 C-3



The CONTRACTOR and the OWNER agree that this WORK DIRECTIVE CHANGE represents the complete agreement of the parties with respect to these matters as of the date of this WORK DIRECTIVE CHANGE. By approving this WORK DIRECTIVE CHANGE, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this WORK DIRECTIVE CHANGE except those claims made in writing to the OWNER prior to the effective date of this WORK DIRECTIVE CHANGE.



WATER UTILITIES DEPARTMENT
 301 COLLEGE STREET
 LAKE WORTH BEACH, FL 33460
561.586.1710

WORK DIRECTIVE CHANGE

WDC Number: 02
 Date of Issuance: 1/14/2021 P.O.: 182596
 Project Number: RS1801
 Project Name: Lift Stations Nos. 12 & 14 Improvements
 Contractor: B&B Underground Construction, Inc.
 Engineer: Holtz Consulting Engineers, Inc.
 Owner (Name, Address): City of Lake Worth Beach

You are directed to proceed promptly with the following Change(s):

Purpose of the work:

- 1) Complete waterproofing/leak repair of existing meter vault as described in the attached Change Order Proposal No. 3.

Attachments: Change Order Proposal No. 3 prepared by B&B Underground Construction, Inc.

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of Determining change in Contract Price:

- Time & Materials
- Unit Price as Negotiated
- Cost Plus Fixed Fee

Method of Determining change in Contract Price:

- Contractor's Records
- Engineer's Records
- Other (attached change order proposal No. 3)

Estimated Increase (decrease) in Contract Price: \$5,001.00

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated Increase (decrease) in Contract Time: 2 Day(s).

If the change involves an increase, the estimated time is not to be exceeded without further authorization.

Reviewed and Recommended by: <u>[Signature]</u>	<u>1/14/21</u>
Engineer of Record	Date
Accepted by: <u>[Signature]</u>	<u>15 Jan 21</u>
Contractor	Date
Authorized by: <u>[Signature]</u>	<u>1/21/21</u>
Lake Worth Beach Engineer	Date
Authorized by: <u>[Signature]</u>	<u>1/21/21</u>
Water Utilities Director	Date



The CONTRACTOR and the OWNER agree that this WORK DIRECTIVE CHANGE represents the complete agreement of the parties with respect to these matters as of the date of this WORK DIRECTIVE CHANGE. By approving this WORK DIRECTIVE CHANGE, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this WORK DIRECTIVE CHANGE except those claims made in writing to the OWNER prior to the effective date of this WORK DIRECTIVE CHANGE.



City of Lake Worth		DESCRIPTION				
		Waterproofing Meter Pit (Chemical Gouting Failed)				
Extra Item No. 005						
Labor Requirements		Qty	Regular Hr	Overtime Hr	Labor Rate*	Amount
Superintendent		1.00	0.00	0.00	\$100.00	\$0.00
Foreman		1.00	0.00	0.00	\$70.00	\$0.00
Operator		1.00	0.00	0.00	\$51.26	\$0.00
Pipe Fitter		0.00	0.00	0.00	\$34.36	\$0.00
Laborer		4.00	0.00	0.00	\$31.18	\$0.00
		* Labor Rate Includes Burden				
Sub Total :						\$0.00
Equipment Requirements		Qty	Rate/hr	Fuel/Maintenance	Duration	Amount
John Deere 50 Mini Excavator		0.00	\$63.21	\$12.64	0.00	\$0.00
3" Pump & Hoses		0.00	\$9.75	\$1.95	0.00	\$0.00
Dump Truck		0.00	\$48.29	\$9.66	0.00	\$0.00
Misc. Tools & small equipment		1.00	\$6.44	\$1.29	6.00	\$0.00
Foreman's Transportation F-250 Pick-Up Truck		1.00	\$11.12	\$2.22	6.00	\$0.00
Superintendent's Transportation 2500 HD		1.00	\$11.12	\$2.22	2.00	\$0.00
8" Well point System		1.00	\$54.11	\$10.82	72.00	\$4,675.10
Ford Sweeper		0.00	\$23.45	\$4.69	10.00	\$0.00
		* Rates are based on Blue Book Monthly rates divided by 176 for hourly rate				\$4,675.10
Material Requirements		Qty	Unit	Rate		Amount
Sub Total :						\$0.00
Subcontractor Requirements		Qty	Unit	Rate		Amount
Foster Marine Contractors		1.0	LS	\$4,368.00		\$4,368.00
Sub Total :						\$4,368.00
Misc. Requirements		Qty	Unit	Rate	Duration (hrs)	Amount
Sub Total :						\$0.00
						\$9,043.10
		Increased Bond & Insurance		2.40%		\$217
		Overhead		15%		\$1,389
		TOTAL DIRECT COST :				\$10,649
		Contract Time Extension		Days		2.00
Remarks						



FOSTER MARINE CONTRACTORS, INC.

3180 FAIRLANE FARMS ROAD, SUITE 1

WELLINGTON, FLORIDA 33414

561-683-0034 PHONE

561-683-0335 FAX

Invoice

Date	Invoice #
2/16/2021	0121-01B

Bill To
B & B Underground 4050 Westgate Ave Suite 110 West Palm Beach, FL 33409

--

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	U/M	Rate	Amount
	Sewercoat Application 1" Thick - Valve Vault 5x4x5		4,368.00	4,368.00
	Sales Tax		7.00%	0.00
ENTERED				
6710/22003				
			Total	\$4,368.00

Payments/Credits	\$0.00
Balance Due	\$4,368.00

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: April 22, 2021

DEPARTMENT: Water Utilities

TITLE:

First Amendment to Agreement with Cummins Power South for Annual Service Maintenance and Inspection of Generators.

SUMMARY:

The First Amendment extends Cummins Power South Agreement for one year and amount not to exceed \$30,619.18 for generator repairs in FY2021, and \$2,184.38 in FY2022 for annual inspection services.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach has seven Cummins generators. The generators that provide backup power for the Water Utilities are for the RO plant, Booster Stations, part of the wellfield and Master Pump Station. The generator for the Leisure Services Department provides backup power for the Lake Worth Beach Casino.

This First Amendment authorizes Cummins, Inc. dba Cummins Power South to perform annual service, maintenance and repair to the seven Cummins generators for one year. This is necessary to maintain proper service and operation of the generators should a power outage occur. Cummins, Inc. dba Cummins Power South is the sole provider of parts and service in the state of Florida for these generators. The City entered into the original Agreement on February 6, 2018 for a period of three years with two one-year renewals. The pricing has changed from the original contract and is included in the Amendment.

MOTION:

Move to approve/disapprove the First Amendment to Agreement with Cummins Power South for an amount not to exceed \$30,619.18 for the remainder of FY2021 and \$2,184.38 in FY2022.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement with Cummins Inc.
First Amendment to Agreement with Cummins Inc.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$30,619.18	\$2,184.38	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$30,619.18	\$2,184.38	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

The funds have been identified in the 2021 Operating budget

For Water Utilities

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
402-7022-533.34-50	Contractual Services	N/A	\$241,398	\$147,372.50	-\$20,830.65	\$126,541.85
405-7421-535.46-21	Repair and Maintenance	N/A	\$50,000	\$34,615.90	-\$8,553.74	\$26,062.16

For Leisure Services

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
140-8055-575.34-50	Contractual Services	N/A	\$33,809.00	\$1,258.29	-\$1,234.79	\$23.50

**FIRST AMENDMENT TO AGREEMENT WITH CUMMINS INC.
dba CUMMINS POWER SOUTH
[Annual Service Maintenance and Inspections of Generators]**

THIS FIRST AMENDMENT (“Amendment”) to the Annual Service Maintenance and Inspections of Generators Agreement is made as of _____, 2021, between the **City of Lake Worth Beach**, a Florida municipal corporation (“CITY”), and **Cummins, Inc. dba Cummins Power South** a Florida Corporation (“CONTRACTOR”).

RECITALS

WHEREAS, on February 6, 2018, the CITY entered into an agreement with the CONTRACTOR for Annual Service Maintenance and Inspections of Generators (hereinafter the “Agreement”); and

WHEREAS, the Agreement had an initial three (3) year term with two (2) additional one (1) year renewal options (which the CITY’s City Manager is authorized to exercise); and

WHEREAS, the CONTRACTOR has provided the new pricing for the next year attached as Exhibit “1”; and

WHEREAS, the CITY and the CONTRACTOR wish to renew the Agreement for an additional one (1) year with all other terms, conditions remaining the same; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the City and serves a valid public purpose.

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Contract.** The CITY and the CONTRACTOR agree to amend and extend the term of the Agreement to February 6, 2022.
3. **Scope of Work and Compensation.** The CITY and CONTRACTOR agree to replace Exhibit “A” and Exhibit “B” with **Exhibit “1”** attached hereto and incorporated herein. **Exhibit “1”** shall set forth the work and compensation for the CONTRACTOR under this Amendment.
4. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
 - a. 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;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
 - c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

- d. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

5. **Entire Contract.** The CITY and the CONTRACTOR agree that the Agreement and this Amendment set 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 Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement remain in full force and effect.

6. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument. Either or both parties may sign this Amendment electronically or by facsimile or email and such signature is as valid as the original signature of such party.

7. **SCRUTINIZED COMPANIES.**

- a. The 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.
- b. 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.
- c. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. 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.
- e. 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.
- f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement with Cummins Inc. dba Cummins Power South (Annual Service Maintenance and Inspections of Generators) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

CUMMINS, INC. dba CUMMINS POWER SOUTH

By:  _____

[Corporate Seal]

Print Name: Marty Delmas

Title: PG PM Sales Manager

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2021, by _____, as the _____ [title] of Cummins, Inc. dba Cummins Power South., a Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Public Signature

Notary Seal:

Exhibit "1"
(CONTRACTOR'S WORK AND PRICING)



Sales and Service

WEST PALM BEACH FL BRANCH
3754 INTERSTATE PARK WAY
MV# 95934
RIVIERA BEACH, FL 33404
Phone: 561-840-7281

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 22-JAN-21 Quote Expires: 22-JAN-22 Quote Num: 123105 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

Site Information

1	LAKE WORTH UTILITIES	501 COLLEGE ST	LAKE WORTH	FL	33460
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	F1	ONAN	DGFA	DGFA 100KW	H060957625	STANDBY

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	F1	AIR FILTER REPLACEMENT	1	82.25	82.25
		BATTERY REPLACEMENT	1	326.67	326.67
		FULL SERVICE	1	505.44	505.44
		PM INSPECTION	3	300.11	900.33
		4 HOUR LOAD BANK TEST	1	678.14	678.14

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with LBT (4-hr) - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

Standard Agreement Amount	\$2,492.83
Proposal Total	\$2,492.83



Sales and Service

WEST PALM BEACH FL BRANCH
 3754 INTERSTATE PARK WAY
 MV# 95934
 RIVIERA BEACH, FL 33404
 Phone: 561-840-7281

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 22-JAN-21 Quote Expires: 22-JAN-22 Quote Num: 123109 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

Site Information

1	LAKE WORTH CASINO	10 S OCEAN BLVD	LAKE WORTH	FL	33462
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	UNIT#1	ONAN	60.0GGHE	GGHE	B120300237	STDBY

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	UNIT#1	AIR FILTER REPLACEMENT	1	108.99	108.99
		BATTERY REPLACEMENT	1	343.85	343.85
		FULL SERVICE	1	381.23	381.23
		PM INSPECTION	3	200.36	601.08

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service .Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with battery & air filter replacement - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

Standard Agreement Amount	\$1,435.15
Proposal Total	\$1,435.15



Sales and Service

WEST PALM BEACH FL BRANCH
3754 INTERSTATE PARK WAY
MV# 95934
RIVIERA BEACH, FL 33404
Phone: 561-840-7281

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 22-JAN-21 Quote Expires: 22-JAN-22 Quote Num: 123103 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

Site Information

1	MASTER PUMP STATION	202 GOLF VIEW	LAKE WORTH	FL	33461
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	MASTER LIFT ST	ONAN	1750 DQKB	1750DQKB	K050851176	ST

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	MASTER LIFT	AIR FILTER REPLACEMENT	1	768.36	768.36
	STA	BATTERY REPLACEMENT	1	1,313.24	1,313.24
		FULL SERVICE	1	2,558.96	2,558.96
		PM INSPECTION	3	387.81	1,163.43
		4 HOUR LOAD BANK TEST	1	3,137.56	3,137.56

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with LBT (4-hr) - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

Standard Agreement Amount	\$8,941.55
Proposal Total	\$8,941.55



Sales and Service

WEST PALM BEACH FL BRANCH
3754 INTERSTATE PARK WAY
MV# 95934
RIVIERA BEACH, FL 33404
Phone: 561-840-7281

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 21-JAN-21 Quote Expires: 21-JAN-22 Quote Num: 123088 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

Site Information

1	NORTH BOOSTER STATION	22ND AVE. & NORTH "D" ST.	LAKE WORTH	FL	33460
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	NORTH BOOSTER	ONAN	DQDAA	DQDAA	H070096898	250 KW

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	NORTH BOOSTER	AIR FILTER REPLACEMENT	1	200.73	200.73
		BATTERY REPLACEMENT	1	572.59	572.59
		FULL SERVICE	1	865.27	865.27
		PM INSPECTION	3	296.31	888.93
		4 HOUR LOAD BANK TEST	1	818.15	818.15

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows:

Full Service with LBT (4-hr) with air filter and battery replacement - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

Standard Agreement Amount	\$3,345.67
Proposal Total	\$3,345.67



Sales and Service

WEST PALM BEACH FL BRANCH
 3754 INTERSTATE PARK WAY
 MV# 95934
 RIVIERA BEACH, FL 33404
 Phone: 561-840-7281

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 22-JAN-21 Quote Expires: 22-JAN-22 Quote Num: 123108 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

Site Information

1	RO2 WATER PLANT	301 COLLEGE ST	LAKE WORTH	FL	33460
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	RO2 WATER PLA	ONAN	2000.0DQKAB-4	2000.0DQKAB-4	963131I100156507	STDBY

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	RO2 WATER PLANT	AIR FILTER REPLACEMENT	1	869.26	869.26
		BATTERY REPLACEMENT	1	1,313.24	1,313.24
		FULL SERVICE	1	2,558.96	2,558.96
		PM INSPECTION	3	387.81	1,163.43
		4 HOUR LOAD BANK TEST	1	3,166.93	3,166.93

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with LBT (4-hr) - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

Standard Agreement Amount	\$9,071.82
Proposal Total	\$9,071.82



Sales and Service

WEST PALM BEACH FL BRANCH
3754 INTERSTATE PARK WAY
MV# 95934
RIVIERA BEACH, FL 33404
Phone: 561-840-7281

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 21-JAN-21 Quote Expires: 21-JAN-22 Quote Num: 123091 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

Site Information

1	SOUTH BOOSTER STATION	1600 S E ST	LAKE WORTH	FL	33460
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	SOUTH BOOSTER	ONAN	DQDAA	DQDAA	H070096899	250 KW

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	SOUTH BOOSTER	AIR FILTER REPLACEMENT	1	200.73	200.73
		BATTERY REPLACEMENT	1	572.59	572.59
		FULL SERVICE	1	892.97	892.97
		PM INSPECTION	3	323.27	969.81
		4 HOUR LOAD BANK TEST	1	818.36	818.36

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with LBT (4-hr), air filter and battery replacement - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

Standard Agreement Amount	\$3,454.46
Proposal Total	\$3,454.46



Sales and Service

WEST PALM BEACH FL BRANCH
3754 INTERSTATE PARK WAY
MV# 95934
RIVIERA BEACH, FL 33404
Phone: 561-840-7281

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
CITY OF LAKE WORTH ACCOUNTS PAYABLE 7 N DIXIE HWY Lake Worth, FL 33460	Contact: Tim Sloan Phone: 561 586-1636 Fax: 561 586-1656 Cust Id: 373460	Quote Date: 21-JAN-21 Quote Expires: 21-JAN-22 Quote Num: 123092 Quoted By: Martin E Delmas Quote Term: 1 Year(s)

Site Information

1 LAKE WORTH UTILITIES	1500 LAKE OSBORNE DR	LAKE WORTH	FL 33461
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<u>Site</u>	<u>Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	F2	ONAN	DGFC	DGFC 275KW	O60944376	STANDBY

<u>Site</u>	<u>Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	F2	AIR FILTER REPLACEMENT	1	426.53	426.53
		BATTERY REPLACEMENT	1	781.01	781.01
		FULL SERVICE	1	996.07	996.07
		PM INSPECTION	3	288.71	866.13
		4 HOUR LOAD BANK TEST	1	992.34	992.34

This renewal proposal covers four (4) service visits annually: One (1) Full Maintenance Service with 4-Hour Load Bank Test (LBT). Three (3) Maintenance Inspection. All services are to be performed during normal business hours, unless otherwise specified.

Services to be scheduled as follows: Full Service with LBT (4-hr), air filter and battery replacement - February 2021; Inspections- May 2021, August 2021 & November 2021

This is a one (1) year proposal, running from 03 February 2021 through 02 February 2022.

Thank you for choosing Cummins! Please feel free to contact us with any questions or comments.

Standard Agreement Amount	\$4,062.08
Proposal Total	\$4,062.08

**AGREEMENT WITH CUMMINS INC. dba CUMMINS POWER SOUTH
(Annual Service Maintenance and Inspections of Generators)**

THIS AGREEMENT is made this 6th day of February, 2018, between the City of Lake Worth, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and Cummins, Inc. dba Cummins Power South a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at: 5125 Highway 85, Atlanta GA, 30349-5976.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the CITY is in need of a CONTRACTOR to perform annual maintenance services and inspections on the generators listed on Exhibit "A";

WHEREAS, CONTRACTOR submitted a proposal to provide the goods and services as requested as a sole source provider;

WHEREAS, the CITY desires to accept the CONTRACTOR's proposal in order for CONTRACTOR to render the goods and services to the CITY as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the CITY finds approving the proposal with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

1.1 The term shall commence upon the approval of the Agreement by the City and a Notice to Proceed has been issued and shall extend for a period of three years with the option, upon approval of the City Manager for two one year renewals.

2. SCOPE OF WORK

2.1 The scope of work includes all things necessary for the maintenance of the generators (listed on Exhibit "A", attached hereto and incorporated herein), as more

specifically set forth in the scope of work attached hereto and incorporated herein as Exhibit "B" (the "Scope of Work").

2.2 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 This Agreement is for the annual service maintenance and inspections of the generators listed on Exhibit "B". The cost for each generator annual service and inspections shall be as set forth on CONTRACTOR'S proposal, attached hereto and incorporated herein as Exhibit "C".

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The CITY's ordering mechanism for the Scope of Work performed under this Agreement may be a CITY Purchase Order; however, the terms and conditions stated in a CITY Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. Note that the CITY's Fiscal Year ends on September 30th of each calendar year. The CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work provided in Exhibit "B" to this Agreement shall not exceed the amounts set forth in Exhibit "C", and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

7.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

10. OWNERSHIP

10.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be

paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

13. INSURANCE

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

13.3. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

13.4. The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives ("Indemnitee(s)"), from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) resulting from claims brought against Indemnitee(s) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein, and the CONTRACTOR's proposed terms and conditions, attached hereto and incorporated here in as Exhibit "C". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be

construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. OF TRIAL BY JURY

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

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in

equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Michael Bornstein, City Manager
City of Lake Worth
7 North Dixie Highway
Lake Worth, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Cummins Power South
5125 Highway 85
Atlanta, GA 30349-5976

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence.

Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

24.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages. In no event, shall either party's total liability shall exceed

\$1,000,000. The foregoing limitation shall not apply to the extent claims are covered by insurance the parties are required to carry under the terms of this Agreement.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. ENFORCEMENT COSTS

30.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

31. PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, DANDREA@LAKEWORTH.ORG, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The City of Lake Worth is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the City of Lake Worth shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages to the extent caused by the acts and omissions of CONTRACTOR.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all materials and parts supplied under the Scope of Work and this Agreement shall be free from defects in materials and workmanship for a minimum of one year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects in materials and workmanship for a minimum of ninety (90) days from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of

Work, as well as CONTRACTOR's limited service warranty. Except as provided for herein, no other warranties exist, express or implied, including any warranties for merchantability or fitness for particular purpose.

38. SURVIVABILITY

38.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH, FLORIDA

By: *Pam Triolo*
Pam Triolo, Mayor



ATTEST:

Debbie Andrea
Debbie Andrea, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia For
Glen J. Torcivia, City Attorney

CONTRACTOR: CUMMINS, INC. dba CUMMINS POWER SOUTH

By: *Sheila Gross*

[Corporate Seal]

Print Name: *Sheila Gross*

Title: *PM Administrator Supervisor*

STATE OF *Georgia*
COUNTY OF *Gwinnett*

The foregoing instrument was acknowledged before me this *26* day of *Jan.*, 20*19* by *Sheila Gross*, as *PM Admin Sup.* (title), of CUMMINS, INC. dba CUMMINS POWER SOUTH, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public



Print Name: *KATHERINE E. JUHAN ARNOLD*
My commission expires: *02.9.2020*

Exhibit A



Cummins Inc. db/a Cummins Power South
 3777 Interstate Park Road
 Riviera Beach FL 33404
 Phone (561)840-7281
 Fax (404)765-8568

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
City Of Lake Worth	Name: Tim Sloan	Quote Date	1/23/2018
7 N Dixie Hwy	Phone: (561) 586-1636	Quote Expires	3/24/2018
Attn: Accounts Payable	Cell	Quote ID	QT-2973
Lake Worth FL 33460	Fax: (561) 586-1656	Quoted By	Marty Delmas
Customer # 1064477	E-mail: tsloan@lakeworth.org	Quote Term	3 Year
Payment Type: Undetermined			

Site Name: RO2 WATER PLANT

(301 COLLEGE ST LAKE WORTH FL 33461)

Unit Name: RO2 Water Plant

Make: Cummins

Model: 2000 ODOKAB-49631381

S/N: 1100156507

Size: 2000kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	May	Inspection	2	\$352.35	\$704.70
1	February	Full Service	1	\$2,299.38	\$2,299.38
1	February	Loadbank (4 Hrs)	1	\$2,998.22	\$2,998.22
1	February	Battery	1	\$1,181.09	\$1,181.09
1	Unknown	Belts & Hoses	1	\$8,832.98	\$8,832.98
1	Unknown	Coolant Exchange	1	\$4,503.41	\$4,503.41
1	Unknown	New Air Filters	1	\$780.35	\$780.35
				Year 1 Total	\$21,300.13
2	May	Inspection	3	\$361.78	\$1,085.34
2	February	Full Service	1	\$2,367.22	\$2,367.22
2	February	Loadbank (4 Hrs)	1	\$3,033.39	\$3,033.39
2	February	Battery	1	\$1,215.38	\$1,215.38
2	Unknown	New Air Filters	1	\$803.76	\$803.76
				Year 2 Total	\$8,505.09
3	May	Inspection	3	\$371.49	\$1,114.47
3	February	Full Service	1	\$2,437.10	\$2,437.10
3	February	Loadbank (4 Hrs)	1	\$3,069.61	\$3,069.61
3	February	Battery	1	\$1,250.70	\$1,250.70
3	Unknown	New Air Filters	1	\$827.87	\$827.87
				Year 3 Total	\$8,699.75
4	May	Inspection	1	\$381.50	\$381.50
				Year 4 Total	\$381.50

Total Agreement Amount:* **\$38,886.49**

**Quote does not include applicable taxes*



Cummins Inc. db/a Cummins Power South
 3777 Interstate Park Road
 Riviera Beach, FL 33404
 Phone (561)840-7281
 Fax (404)765-8568

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
City Of Lake Worth 7 N Dixie Hwy Attn Accounts Payable Lake Worth, FL 33460 Customer # 1064477 Payment Type: Undetermined	Name: Tim Sloan Phone: (561) 586-1636 Cell: Fax: (561) 586-1656 E-mail: tsloan@lakeworth.org	Quote Date: 1/23/2018 Quote Expires: 3/24/2018 Quote ID: QT-2972 Quoted By: Marty Delmas Quote Term: 3 Year

Site Name: NORTH BOOSTER STATION 22ND AVE. & NORTH LAKE WORTH FL 33460						
Unit Name	Make	Model	S/N	Size	ATS Qty	Notes
North Booster Station	Cummins	DQDAA	H070096898	250kW	1	
Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price	
1	May	Inspection	2	\$269.36	\$538.72	
1	February	Full Service	1	\$779.38	\$779.38	
1	February	Loadbank (4 Hrs)	1	\$756.53	\$756.53	
1	February	Battery	1	\$514.02	\$514.02	
1	Unknown	Coolant Exchange	1	\$547.69	\$547.69	
1	Unknown	Belts & Hoses PKGE	1	\$2,419.37	\$2,419.37	
1	Unknown	New Air Filter	1	\$180.20	\$180.20	
				Year 1 Total \$5,735.91		
2	May	Inspection	3	\$276.07	\$828.21	
2	February	Full Service	1	\$801.39	\$801.39	
2	February	Battery	1	\$529.44	\$529.44	
2	Unknown	New Air Filter	1	\$185.61	\$185.61	
				Year 2 Total \$2,344.65		
3	May	Inspection	3	\$282.99	\$848.97	
3	February	Full Service	1	\$824.07	\$824.07	
3	February	Loadbank (4 Hrs)	1	\$789.63	\$789.63	
3	February	Battery	1	\$545.32	\$545.32	
3	Unknown	New Air Filter	1	\$191.17	\$191.17	
				Year 3 Total \$3,199.16		
4	May	Inspection	1	\$290.11	\$290.11	
				Year 4 Total \$290.11		

Total Agreement Amount:* **\$11,569.85**
 *Quote does not include applicable taxes



Cummins Inc. d/b/a Cummins Power South
 3777 Interstate Park Road
 Riviera Beach FL 33404
 Phone (561)840-7281
 Fax (404)765-8568

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
City Of Lake Worth	Name Tim Sloan	Quote Date 1/23/2018
7 N Dixie Hwy	Phone (561) 586-1636	Quote Expires 3/24/2018
Attn Accounts Payable	Cell	Quote ID QT-2975
Lake Worth FL 33460	Fax (561) 586-1656	Quoted By Marty Delmas
Customer # 1064477	E-mail tsloan@lakeworth.org	Quote Term 3 Year
Payment Type Undetermined		

Site Name: SOUTH BOOSTER STATION
 1600 SOUTH E Street LAKE WORTH FL 33460

Unit Name	Make	Model	S/N	Size	ATS Qty	Notes	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
South Booster Station	Cummins	DQDAA	H070096899	250kW	1		1	May	Inspection	2	\$294.45	\$588.90
							1	February	Full Service	1	\$804.47	\$804.47
							1	February	Loadbank (4 Hrs)	1	\$756.53	\$756.53
							1	February	Battery	1	\$514.02	\$514.02
							1	Unknown	Coolant Exchange	1	\$572.78	\$572.78
							1	Unknown	Belts & Hoses Pakge	1	\$2,444.46	\$2,444.46
							1	Unknown	New Air Filter	1	\$180.20	\$180.20
Year 1 Total											\$5,861.36	
							2	May	Inspection	3	\$301.80	\$905.40
							2	February	Full Service	1	\$827.12	\$827.12
							2	February	Battery	1	\$529.44	\$529.44
							2	Unknown	New Air Filter	1	\$185.61	\$185.61
Year 2 Total											\$2,447.57	
							3	May	Inspection	3	\$309.37	\$928.11
							3	February	Full Service	1	\$850.45	\$850.45
							3	February	Loadbank (4 Hrs)	1	\$789.63	\$789.63
							3	February	Battery	1	\$545.32	\$545.32
							3	Unknown	New Air Filter	1	\$191.17	\$191.17
Year 3 Total											\$3,304.68	
							4	May	Inspection	1	\$317.17	\$317.17
Year 4 Total											\$317.17	

Total Agreement Amount: \$11,930.81
 *Quote does not include applicable taxes



Cummins Inc. db/a Cummins Power South
 3777 Interstate Park Road
 Riviera Beach FL 33404
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 Fax (404)765-8568

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
City Of Lake Worth	Name Tim Sloan	Quote Date 1/23/2018
7 N Dixie Hwy	Phone (561) 586-1636	Quote Expires 3/24/2018
Attn Accounts Payable	Cell	Quote ID QT-2974
Lake Worth FL 33460	Fax (561) 586-1656	Quoted By Marty Delmas
Customer # 1064477	E-mail tsloan@lakeworth.org	Quote Term 3 Year
Payment Type Undetermined		

Site Name: LAKE WORTH UTILITIES						
(501 COLLEGE STREET LAKE WORTH FL 33461)						
Unit Name	Make	Model	S/N	Size	ATS Qty	Notes
Lake Worth Utilities	Cummins	DGFA	H06957625	100kW	1	
Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price	
1	May	Inspection	2	\$273.16	\$546.32	
1	February	Full Service	1	\$456.57	\$456.57	
1	February	Loadbank (4 Hrs)	1	\$616.53	\$616.53	
1	February	Battery	1	\$293.25	\$293.25	
1	Unknown	Coolant Exchange	1	\$551.49	\$551.49	
1	Unknown	Belts & Hoses	1	\$1,039.03	\$1,039.03	
1	November	New Air Filter	1	\$73.83	\$73.83	
				Year 1 Total	\$3,577.02	
2	May	Inspection	3	\$279.87	\$839.61	
2	February	Full Service	1	\$468.79	\$468.79	
2	February	Battery	1	\$302.05	\$302.05	
2	November	New Air Filter	1	\$76.04	\$76.04	
				Year 2 Total	\$1,686.49	
3	May	Inspection	3	\$286.79	\$860.37	
3	February	Full Service	1	\$481.37	\$481.37	
3	February	Loadbank (4 Hrs)	1	\$649.63	\$649.63	
3	February	Battery	1	\$311.11	\$311.11	
3	November	New Air Filter	1	\$78.33	\$78.33	
				Year 3 Total	\$2,380.81	
4	May	Inspection	1	\$293.91	\$293.91	
				Year 4 Total	\$293.91	

Total Agreement Amount: \$7,938.22
**Quote does not include applicable taxes*



Cummins Inc. - Cummins Power South
 3777 Interstate Park Road
 Riviera Beach, FL 33404
 Phone (561)840-7281
 Fax (404)765-8568

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
City Of Lake Worth	Name: Tim Sloan	Quote Date: 1/23/2018
7 N Dixie Hwy	Phone: (561) 586-1636	Quote Expires: 3/24/2018
Attn: Accounts Payable	Cell:	Quote ID: QT-2971
Lake Worth, FL 33460	Fax: (561) 586-1656	Quoted By: Marty Delmas
Customer #: 1064477	E-mail: tsloan@lakeworth.org	Quote Term: 3 Year
Payment Type: Undetermined		

Site Name: LAKE WORTH UTILITIES
 (1500 LAKE OSBORNE DR, LAKE WORTH, FL 33461)

Unit Name	Make	Model	S/N	Size	ATS Qty	Notes	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Lake Worth Utilities	Cummins	DGFC	O60944376	275kW	1		1	May	Inspection	2	\$261.76	\$523.52
							1	February	Full Service	1	\$896.37	\$896.37
							1	February	Loadbank (4 Hrs)	1	\$924.11	\$924.11
							1	February	Battery	1	\$703.30	\$703.30
							1	Unknown	Belts & Hoses	1	\$4,454.51	\$4,454.51
							1	Unknown	Coolant Exchange	1	\$1,002.60	\$1,002.60
							1	Unknown	New Air Filter	1	\$382.90	\$382.90
Year 1 Total											\$8,887.31	
							2	May	Inspection	3	\$268.47	\$805.41
							2	February	Full Service	1	\$922.12	\$922.12
							2	February	Battery	1	\$723.26	\$723.26
							2	Unknown	New Air Filter	1	\$394.39	\$394.39
Year 2 Total											\$2,845.18	
							3	May	Inspection	3	\$275.39	\$826.17
							3	February	Full Service	1	\$948.64	\$948.64
							3	February	Loadbank (4 Hrs)	1	\$959.80	\$959.80
							3	February	Battery	1	\$743.82	\$743.82
							3	Unknown	New Air Filter	1	\$406.22	\$406.22
Year 3 Total											\$3,884.65	
							4	May	Inspection	1	\$282.51	\$282.51
Year 4 Total											\$282.51	

Total Agreement Amount: \$15,899.64
**Quote does not include applicable taxes*



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 3777 Interstate Park Road
 Riviera Beach FL 33404
 Phone (561)840-7281
 Fax (404)765-8568

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
City Of Lake Worth	Name Tim Sloan	Quote Date 1/23/2018
7 N Dixie Hwy	Phone (561) 586-1636	Quote Expires 3/24/2018
Attn Accounts Payable	Cell	Quote ID QT-2969
Lake Worth FL 33460	Fax (561) 586-1656	Quoted By Marty Delmas
Customer # 1064477	E-mail tsloan@lakeworth.org	Quote Term 3 Year
Payment Type Undetermined		

Site Name: MASTER PUMP STATION

(202 GOLF VIEW LAKE WORTH FL 33461)

Unit Name	Make	Model	S/N	Size	ATS Qty	Notes	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Master Lift	Cummins	1750DQKB	K050851176	1750kW	1		1	May	Inspection	2	\$352.35	\$704.70
							1	February	Full Service	1	\$2,299.38	\$2,299.38
							1	February	Loadbank (4 Hrs)	1	\$2,998.22	\$2,998.22
							1	February	Battery	1	\$1,181.09	\$1,181.09
							1	Unknown	New Air Filter	1	\$689.76	\$689.76
Year 1 Total											\$7,873.15	
							2	May	Inspection	3	\$361.78	\$1,085.34
							2	February	Full Service	1	\$2,367.22	\$2,367.22
							2	February	Loadbank (4 Hrs)	1	\$3,033.39	\$3,033.39
							2	February	Battery	1	\$1,215.38	\$1,215.38
							2	Unknown	New Air Filter	1	\$710.45	\$710.45
Year 2 Total											\$8,411.78	
							3	May	Inspection	3	\$371.49	\$1,114.47
							3	February	Full Service	1	\$2,437.10	\$2,437.10
							3	February	Loadbank (4 Hrs)	1	\$3,069.61	\$3,069.61
							3	February	Battery	1	\$1,250.70	\$1,250.70
							3	Unknown	New Air Filter	1	\$731.77	\$731.77
Year 3 Total											\$8,603.65	
							4	May	Inspection	1	\$381.50	\$381.50
Year 4 Total											\$381.50	

Total Agreement Amount: \$25,270.10
**Quote does not include applicable taxes*

Phone (561)840-7281
 Fax (404)765-8568

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
City Of Lake Worth	Name Tim Sloan	Quote Date 1/23/2018
7 N Dixie Hwy	Phone (561) 586-1636	Quote Expires 3/24/2018
Attn Accounts Payable	Cell	Quote ID QT-2970
Lake Worth FL 33460	Fax (561) 586-1656	Quoted By Marty Delmas
Customer # 1064477	E-mail tsloan@lakeworth.org	Quote Term 3 Year
Payment Type Undetermined		

Site Name: LAKE WORTH CASINO
 (7 N Dixie Hwy Attn Accounts Payable Lake Worth FL 33460)

Unit Name	Make	Model	S/N	Size	ATS Qty	Notes	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
Lake Worth Casino	Cummins	60 0GGHE	B 120300237	60kW	1		1	May	Inspection	2	\$181.44	\$362.88
							1	February	Full Service	1	\$346.03	\$346.03
							1	February	Loadbank (4 Hrs)	1	\$624.14	\$624.14
							1	February	Battery	1	\$308.68	\$308.68
							1	Unknown	Coolant Exchange	1	\$707.50	\$707.50
							1	Unknown	Belts & Hoses	1	\$1,872.27	\$1,872.27
							1	May	New Air Filter	1	\$97.84	\$97.84
Year 1 Total											\$4,319.34	
							2	May	Inspection	3	\$186.40	\$559.20
							2	February	Full Service	1	\$355.93	\$355.93
							2	February	Battery	1	\$317.94	\$317.94
							2	May	New Air Filter	1	\$100.78	\$100.78
Year 2 Total											\$1,333.85	
							3	May	Inspection	3	\$191.52	\$574.56
							3	February	Full Service	1	\$366.13	\$366.13
							3	February	Battery	1	\$327.48	\$327.48
							3	May	New Air Filter	1	\$103.80	\$103.80
Year 3 Total											\$1,371.97	
							4	May	Inspection	1	\$196.78	\$196.78
Year 4 Total											\$196.78	

Total Agreement Amount: \$7,221.94
**Quote does not include applicable taxes*

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2021-02 – Second Reading – the establishment of a residential planned development including a development of significant impact, a major site plan, a conditional use, and sustainable bonus incentives for Golden Road Apartments, which includes 230 residential units

SUMMARY:

Golden Road Apartments/Advantis is a 230-unit multi-family project being proposed by WGI on behalf of Prospect Real Estate Group, LLC. The subject site is comprised of seven parcels totaling 6.39 acres located on the northwest corner of Boutwell Road and 10th Avenue North as depicted in Exhibit A of the ordinance. The subject project is located outside of the CRA's boundaries.

The Applicant, WGI on behalf of Prospect Real Estate Group, LLC., is requesting approval of the following:

- 1) Residential Planned Development to construct a 230-unit multifamily development.
- 2) Development of Significant Impact to construct a residential development in excess of 100 units.
- 3) Major Site Plan for the development of a new multifamily development greater than 7,500 square feet.
- 4) Conditional Use Permit to establish a residential master plan greater than 7,500 square feet.
- 5) Sustainable Bonus Incentive Program for an additional density, intensity and height.

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

BACKGROUND AND JUSTIFICATION:

The new proposed development, also referred to as Golden Road Apartments or Advantis, consists of five residential buildings and a clubhouse/mailroom building. The project proposes a total of 230 multi-family units. Of the 230 units, 104 units will be one-bedroom units, 117 units will be two-bedroom units, and nine units will be three-bedroom units that will be constructed in one phase.

The applicant held a meeting with adjacent property owners on February 25, 2021. As a result of that meeting, the applicant agreed to provide a wall along a portion of the north and northeast property lines in lieu of a fence. The applicant notified staff of the agreement on February 26, 2021 via email. On March 3, 2021, the Planning and Zoning Board (PZB) recommended the project be approved by the City Commission with conditions outlined in Exhibit C of the ordinance (6-1 vote). These conditions of approval included the wall in lieu of the fence as requested by adjacent property owners. There was no public comment at the March 3rd meeting

and there were no requests for affected party status associated with this project prior to the meeting.

The applicant submitted revised plans on March 18, 2021 to address specific conditions of approval that needed to be addressed prior to the first City Commission hearing. The revised plans are included in the attachments and were reviewed by staff for consistency with the conditions of approval and the City's Code of Ordinances.

On March 29, 2021, Mr. Rodney Romano filed as an affected party.

At the April 6, 2021, City Commission meeting, the commission voted unanimously (5-0 vote) to continue the first reading of the application to April 20, 2021 with the request that the applicant would bring back additional information and changes, including reducing the height of two buildings (Building D and Building E) along the north property line to two stories, information on the stormwater system, covered parking with solar panels, traffic impacts on 10th Avenue North and additional shade trees.

The applicant met with the affected party, Mr. Romano, subsequent to the April 6, 2021 meeting to discuss project revisions, including the height reduction of the buildings along the northern property line. A revised conceptual plan that reflected the applicant's discussion with Mr. Romano was presented to the City Commission at its April 20, 2021 meeting. The applicant also presented information related to project specific conditions of approval identified by the City Commission at the April 6, 2021 meeting. After discussion and questions, the City Commission voted unanimously (5-0) to approve the application on first reading and to schedule the second reading and public hearing for May 4, 2021.

The attached ordinance has been updated to reflect the revised conditions of approval that address the reduction in height of building/s along the northern property line to two stories, the conceptual landscape and site plan reflecting additional tree plantings, additional security features, and a project access prohibition to Boutwell Road.

MOTION:

Move to approve/disapprove Ordinance No. 2021-02 on second reading.

ATTACHMENT(S):

Ordinance 2021-02
PZB Staff Report
Zoning Map
Development Plans
Supplemental Supporting Documents
Site Photos

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ORDINANCE NO. 2021-02 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT, LOCATED AT THE NORTHWEST CORNER OF 10TH AVENUE NORTH AND BOUTWELL ROAD CONSISTING OF APPROXIMATELY 6.39 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, THAT IS LOCATED WITHIN THE MIXED USE – WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) THAT INCLUDES THE SPECIFIC DEVELOPMENT STANDARDS DESCRIBED IN EXHIBIT B; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THORUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 230-UNIT RESIDENTIAL PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

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

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

WHEREAS, Prospect Real Estate Group, LLC (the applicant), has petitioned the City of Lake Worth Beach (the City) for creation of a Residential Planned Development District to allow for the approval of a 230-unit multi-family development on a site located at the northwest corner of 10th Avenue North and Boutwell Road (PCNs 38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; and 38-43-44-20-01-004-0010) as further described in Exhibit A (the Property) within the MU-W Zoning District and the MU-W Future Land Use designation, and if approved, shall constitute an amendment to the City’s official zoning map; and

WHEREAS, the Applicant requests use of the City’s Sustainable Bonus Incentive Program to allow for additional height and density to be considered in conjunction with the Applicant’s request for approval for a major site plan for the construction of a

48 residential planned development currently known as “Golden Road Apartments” that will
49 contain 230 dwelling units to be constructed on this site;

50
51 WHEREAS, on March 3, 2021, the Lake Worth Beach Planning and Zoning Board
52 (P&Z Board) considered the subject application for a Residential Planned Development
53 District, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and
54 Sustainable Bonus Incentive Program and recommended that the City Commission
55 approve the creation of this residential planned development district; and

56
57 WHEREAS, the City Commission has considered all of the testimony and evidence
58 and has determined that the Residential Planned Development District, Development of
59 Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus
60 Incentive Program, including the development regulations and conditions, meets the
61 requirements of the Land Development Regulations, Section 23.3.25.

62
63 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
64 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

65
66 Section 1. Recitals. The foregoing recitals are true and correct and are hereby
67 affirmed and ratified.

68
69 Section 2. The Residential Planned Development District located within the MU-W
70 Zoning District with a future land use designation of MU-W, as described more particularly
71 in **Exhibit A**, is hereby approved. This approval includes the approval of the following
72 elements to be known as the Master Development Plan: (a) Residential Planned
73 Development (b) Development of Significant Impact (c) Major Site Plan (d) Sustainable
74 Bonus Incentive Program (e) Conditional Use Permit; (f) district development standards
75 (**Exhibit B**) (g) conditions of approval (**Exhibit C**); (h) required plans including the site
76 plan, architectural plan, landscape plan, and civil & drainage plans dated 3/17/2021; (i)
77 supplemental supporting documents, as well as all agreements, provisions and/or
78 covenants which shall govern the use, maintenance, and continued protection of the
79 residential planned development and any of its common areas or facilities. The applicant
80 is bound to all elements and requirements of the Master Development Plan.

81
82 Section 3. The City’s zoning maps shall be updated to reflect the changes to the
83 property described in **Exhibit A**.

84
85 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
86 herewith are hereby repealed to the extent of such conflict.

87
88 Section 5. Severability. If any provision of this ordinance or the application thereof is
89 held invalid by a court of competent jurisdiction, the invalidity shall not affect other
90 provisions of the ordinance which can be given effect without the invalid provision or
91 application, and to this end the provisions of this ordinance are declared severable.

92
93 Section 6. Effective Date. This ordinance shall become effective ten (10) days after
94 its final passage.

95
96 The passage of this ordinance on first reading was moved by Commissioner
97 Malega, seconded by Commissioner McVoy and upon being put to a vote, the vote was
98 as follows:

- 99
- 100 Mayor Betty Resch AYE
- 101 Vice Mayor Herman Robinson AYE
- 102 Commissioner Sarah Malega AYE
- 103 Commissioner Christopher McVoy AYE
- 104 Commissioner Kimberly Stokes AYE

105
106 The Mayor thereupon declared this ordinance duly passed on first reading on the
107 20th day of April, 2021.

108
109
110 The passage of this ordinance on second reading was moved by
111 _____, seconded by _____, and upon being put to a vote,
112 the vote was as follows:

- 113
- 114 Mayor Betty Resch
- 115 Vice Mayor Herman Robinson
- 116 Commissioner Sarah Malega
- 117 Commissioner Christopher McVoy
- 118 Commissioner Kimberly Stokes

119
120 The Mayor thereupon declared this ordinance duly passed on the _____ day of
121 _____, 2021.

122
123 LAKE WORTH BEACH CITY COMMISSION

124
125
126 By: _____
127 Betty Resch, Mayor

128 ATTEST:

129
130
131 _____
132 Deborah M. Andrea, CMC, City Clerk
133

Exhibit A

DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION PROPERTY DESCRIPTION FOR PZB CASE No. 20-01400047

The subject site is comprised of seven parcels totaling 6.39 acres. The site is located west of the 10th Avenue North and Boutwell Road intersection and is currently vacant. The subject properties PCNs are 38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; and 38-43-44-20-01-004-0010. A zoning map of the subject site is provided below.

PROPERTY DESCRIPTION:

Applicant	Yoan Machado of WGI
Owner	Lake Worth Investment Group, LLC
General Location	West of the 10 th Avenue North and Boutwell Road intersection
Existing PCN Numbers	38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; 38-43-44-20-01-004-0010
Existing Land Use	Vacant
Zoning	Mixed Use – West (MU-W)
Future Land Use Designation	Mixed Use – West (MU-W)



location

Exhibit B**DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
DEVELOPMENT STANDARDS FOR PZB CASE No. 20-01400047**

Development Standard		Base Zoning District	Residential Planned Development with Sustainable Bonus Incentive Program (SBIP)	Provided
Lot Size (min) In square feet (sf)		5,000 sf	Greater or equal to 217,800 sf (5 acres)	278,340 sf (6.39 acres)
Lot Width (min)		50'	50'	230'
Setbacks	Front (min)	20'	20'	28'
	Rear (min)	15'	15'	18'
	Side (min)	10'	10'	20'
Impermeable Surface Coverage (maximum)		65%	65%	61%
Structure Coverage (max)		50%	50%	21%
Pervious Landscaped Area in Front Yard (min)		900 sf	900sf	3,216 sf
Living Area (min)		1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 665 sf 2-bed: 881 sf 3-bed: 1,171 sf
Parking		379	379	379
Density (max)		30 du/acre (191 units)	37.5 du/acre (239 units)	36 du/acre (230 units)
Building Height (max)		30 feet	81.25 feet	Bldg I – 34'8" Bldg II – 34'8" Bldg III – 52' Bldg III Hybrid – 54' Clubhouse – 24'4"
Floor Area Ratio (FAR) (max)		1.30	2.25	0.74

Exhibit C

DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION CONDITIONS OF APPROVAL FOR PZB CASE No. 20-01400047

PB County Fire:

- 135 1. Fire department access shall be no less than 20 feet.
136

Electric Utilities:

- 137 1. Prior to the issuance of a building permit, the following actions shall be completed:
138
139 a. Provide the voltage requirements of the existing six buildings proposed on the site and indicate
140 whether they will be single-phase or three-phase. Buildings "A" and "C" must be three-phase
141 since a single-phase transformer cannot handle the load of the proposed five-story buildings.
142 b. Indicate whether other services will be needed for the project such as irrigation, lift station,
143 lighting, gates, etc. and where these services will be.
144 c. Identify the location for the padmount transformers and the meter centers for each building.
145 The transformer locations must be accessible to our vehicles, and must have 8-ft minimum
146 clearance in the front of them and three-foot minimum clearance on the sides and rear, including
147 landscaping.
148 d. Provide the load calculations for all buildings, the electrical riser diagrams for all buildings, and
149 the construction plans showing the water, sewer, drainage, paving, landscaping, and lighting for
150 the project.
151 2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
152 a. Provide a 10-foot wide utility easement for all of the electric lines, transformers and other
153 equipment that will need to be installed to provide power to this project.
154 b. The customer will be responsible for installing all schedule-40 gray conduit that will be needed by
155 Lake Worth Beach for this project for its primary cable. This conduit must be installed at a 42"
156 minimum depth. Pad specs will be given to the customer to show the proper orientation of
157 conduit at the padmount transformers.
158

Community Services Landscaping:

- 159 1. Prior to the issuance of a building permit, the following actions shall be completed:
160
161 a. The private lift station shall be screened by shrubs and/or opaque fencing or walls. Show the
162 required screening on plans.
163

Planning and Zoning:

- 164 1. Prior to the issuance of a building permit, the following actions shall be completed:
165
166 a. The light tone shall be changed from 4000 K to 3000 K. The photometric plan submitted with the
167 building permit package shall reflect this change.
168 b. All traffic requirements outlined in the Palm Beach County Traffic Division's TPS letter shall be
169 completed.
170 c. Per LDR Section 23.4-4(e)(3)(B), the required landscape screening shall be labeled on the site
171 plan in front of the portion of chain link fencing that is visible from 10th Avenue North. Said
172 landscaping shall be maintained at a minimum height of 24 inches. Chain link gates visible from
173 the right of way are not permitted.
174 d. Note on the landscape plans that shrubs planted in landscape areas between parking and
175 vehicular use areas with chain link fencing shall have a minimum planting depth of 24 inches at
176 installation and shall be maintained at no less than 4 feet in height to provide a continuous

- 177 landscape screen. This shall not apply to areas with an opaque fence that provides full
 178 screening of the parking and vehicular use area.
- 179 2. Prior to a Certificate of Occupancy, the following actions shall be completed:
- 180 a. The project site shall be separately recorded if unified through a unity of title process. A
 181 recorded unity of title form or plat shall be provided to the City.
- 182 b. Per LDR Section 23.4-4(e)(1)(C), the portion of fencing along the east property line that is
 183 adjacent to Keast Lane shall be setback 30 inches with a landscape screen installed that is
 184 maintained at a minimum height of 24 inches.
- 185 c. As depicted on the site plan, a wall not to exceed six feet in height shall be installed along the
 186 north property line and along the portion of the east property line from the northeast corner of
 187 the lot to the northern edge of Keast Lane.
- 188 3. All signage shall be applied for on a separate building permit and shall comply with LDR Section 23.5-1,
 189 Signage.
- 190 4. All ground level mechanical equipment shall be continuously screened with shrub hedging or opaque
 191 fencing or walls.
- 192 5. Per the site plan, the development proposes 61,675 square feet of semi-pervious surface to meet the
 193 maximum impermeable surface requirement. Therefore, prior to the issuance of a building permit,
 194 documentation shall be provided to staff showing the percolation rate of the semi-pervious paving
 195 material to ensure that has a percolation rate that is at least 50% rate to the ground percolation rate.
 196 Also include a paver maintenance plan to ensure that it will maintain its permeability over time.
- 197 a. Note that if the semi-pervious material is converted to impervious surface area at any time, the
 198 project would exceed the code's maximum impermeable surface coverage allowance and thus,
 199 the Applicant would need to apply for a Planned Development amendment.

200
 201 **Urban Design:**

- 202 1. Prior to the issuance of a building permit, the applicant shall apply for a Minor Site Plan amendment to
 203 update the fenestration on the south façade of Building Type III – Hybrid.
- 204 a. The western portion of the main front elevation along 10th Avenue North still resembles an end
 205 of a building with too much solid versus fenestration. Work with staff through the Minor Site
 206 Plan amendment process to improve the vertical mass of the building.
- 207 2. Prior to the issuance of a Certificate of Occupancy, the building elevation shall be updated to reflect the
 208 changes approved under the Minor Site Plan amendment.

209
 210 **Public Works:**

- 211 1. Prior to the issuance of a building permit, the following actions shall be completed:
- 212 a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department
 213 and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a
 214 building permit, the applicant shall contact the South Florida Water Management District's
 215 (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
- 216 b. The applicant shall ensure that the dumpster enclosure meets the specifications of the Public
 217 Services Department.
- 218 c. The applicant shall complete the right of way permit from Palm Beach County for the
 219 construction of improvements on 10th Avenue North.
- 220 d. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance
 221 practices.
- 222 2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:

- 223 a. The applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway,
224 sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping,
225 striping, signage, and other improvements are in the same condition as prior to construction
226 b. The applicant shall fine grade and sod all disturbed areas with bahia sod.
227 c. The applicant shall broom sweep all areas of the affected right of way and remove of all silt and
228 debris collected as a result of construction activity.
229 3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all
230 other applicable standards including but not limited to the Florida Department of Transportation (FDOT),
231 Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction
232 Standards and Policy and Procedure Manual.
233

234 **Utilities Water & Sewer:**

- 235 1. Prior to the issuance of a building permit, the following actions shall be completed:
236 a. Paving/Grading/Drainage:
237 i. The master drainage plan (including phase II) shall address management of stormwater runoff
238 in the green spaces surrounding the apartments as well as the secondary access road. This
239 shall be supported with signed and sealed Drainage Calculations including statement
240 regarding floodplain management provisions for water quality and quantity shall be provided
241 to the City.
242 ii. The City's drainage policy is that project site must contain the 3-yr 1-hour storm event on site,
243 this equates to 2.6" of rainfall. Other regulating agency policy's still apply and the design
244 must meet the most stringent of these requirements.
245 iii. The final grading plan shall include cross sections from the paved area/buildings to the end of
246 property boundary for each property line and each cross section change.
247 b. Water and Sewer:
248 i. The watermain & forcemain tie-in locations must be designed and coordinated with the
249 future pipeline extensions planned in 10th Ave N.
250 ii. Water Utilities must be centered or arrange in a dedicated utility easement. Minimum size of
251 dedicated easements is 15-foot.
252 iii. The utility plan and the proposed landscaping shall pair well with the underground utility
253 infrastructure as well as underground storage. There are locations where gumbo limbo trees
254 are proposed in a tree island that is shared with fire hydrant, due to the root structure of this
255 tree it is not recommended. Fire lines and water service line shall be well planned to avoid
256 interaction with growing root systems.
257 c. Provide copies of the required SFWMD and LWDD permits
258 d. Reserved capacity fees for water and sewer shall be paid in full per phase plan.

259 **Lake Worth Drainage District (LWDD):**

- 260 1. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
261 a. The property owner shall install rip-rap rubble along the entire length of the project along the
262 LWDD's E-4 Canal.
263

264 **Public Hearing Conditions:**

- 265 1. The Applicant shall install security cameras throughout the property to provide coverage for the
266 development with video feed available to the property manager at all times.
267 2. Each unit within the approved development shall include a video doorbell system, or other equivalent
268 system allowing a resident to see outside their unit via video feed.

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3. The site plan and all other plans as applicable shall be administratively reviewed and amended to reflect the revised site plan (SP-1), color site plan (SP-1C), and two-story building elevation (A-3.1.1) presented to the City Commission on May 4, 2021, including but not limited to building D being two (2) stories in height and building B being five (5) stories in height, Building D shall be set back from the northern property line by twenty (20) feet and from the eastern property line by thirty eight (38) feet.
 4. The landscape plan shall be administratively amended to reflect revised site plan (SP-1), color site plan (SP-1C), and two-story building elevation (A-3.1.1) presented to the City Commission on May 4, 2021, including but not limited to the buffer to the north and east of Building D consisting of slash pine and sable palms. Additional shade trees shall also be provided in the parking area as consistent with the conceptual plan to reduce the overall heat island effect.
 5. The applicant shall not utilize Boutwell Road via Keast Lane for access to its development, including during construction.

GOLDEN ROAD APARTMENTS

DESIGNED FOR



COLOR SITE PLAN



DATE : 04/12/2021

SCALE: 1" = 40'

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SP-1C



1 FRONT ELEVATION

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



2 LEFT ELEVATION

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



3 REAR ELEVATION

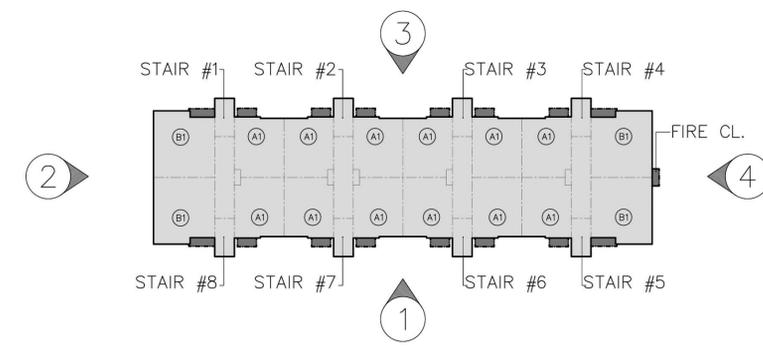
SCALE: 1/8"=1'-0"



4 LEFT SIDE ELEVATION

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

ELEVATION LEGEND	
1 ARCHITECTURAL ASPHALT SHINGLES (TYP.)	11 2"x8" WD. FASCIA
2 WOOD COLUMN WRAPPED WITH WATER BARRIER AND 1/2" CEMENT SIDING (TYP)	12 STEEL PAN / PRE-FAB. STAIRS
3 CEMENTICIOUS BAND (1"x4", 1"x6" & 1"x10" AS SHOWN)	13 ALUMN. GUARD RAIL (IN ACCORDANCE WITH FBC 101.5)
4 HOLLOW MTL. DOOR	14 ROOF OVERFLOW SCUPPER
5 VINYL WINDOW (IMPACT)	15 EXHAUST VENT
6 VINYL SLIDER DOOR (IMPACT)	16 GUTTER / DOWNSPOUT
7 STRUCTURAL BRACKET AT BALCONIES (PER STRUCTURAL)	17 EXT. LIGHTING (REFER TO ELECT.)
8 8" CEMENTICIOUS LAP SIDING	18 ROOF CANOPY AT ENTRY POINTS
9 ALUMINUM BAHAMA SHUTTERS	19 INSECT SCREEN @ BALCONIES (GC TO PROVIDE SUBMITTAL)
10 METAL CANOPY	20 PANEL JOINT LOCATIONS DET.



KEY PLAN

COLOR SCHEME				
SW 7757 - HIGH REFLECTIVE WHITE (WALLS, COLUMNS)	SW6231 - ROCK CANDY (SIDING)	SW7601 - DOCKSIDE BLUE (SIDING)	SW 4470 - MESSENGER BAG (FASCIA, RAILING, DOOR, WINDOW AND FRAMES)	BERMUDA SMOOTH NATURAL GRAY CEMENT TILE SKU: 1GKC5159NN (ROOF)

ELEVATIONS
TYPE I (BUILDING #3) OPTION 1
3 STORIES / 24 DU'S SCALE: 1/8"=1'-0"

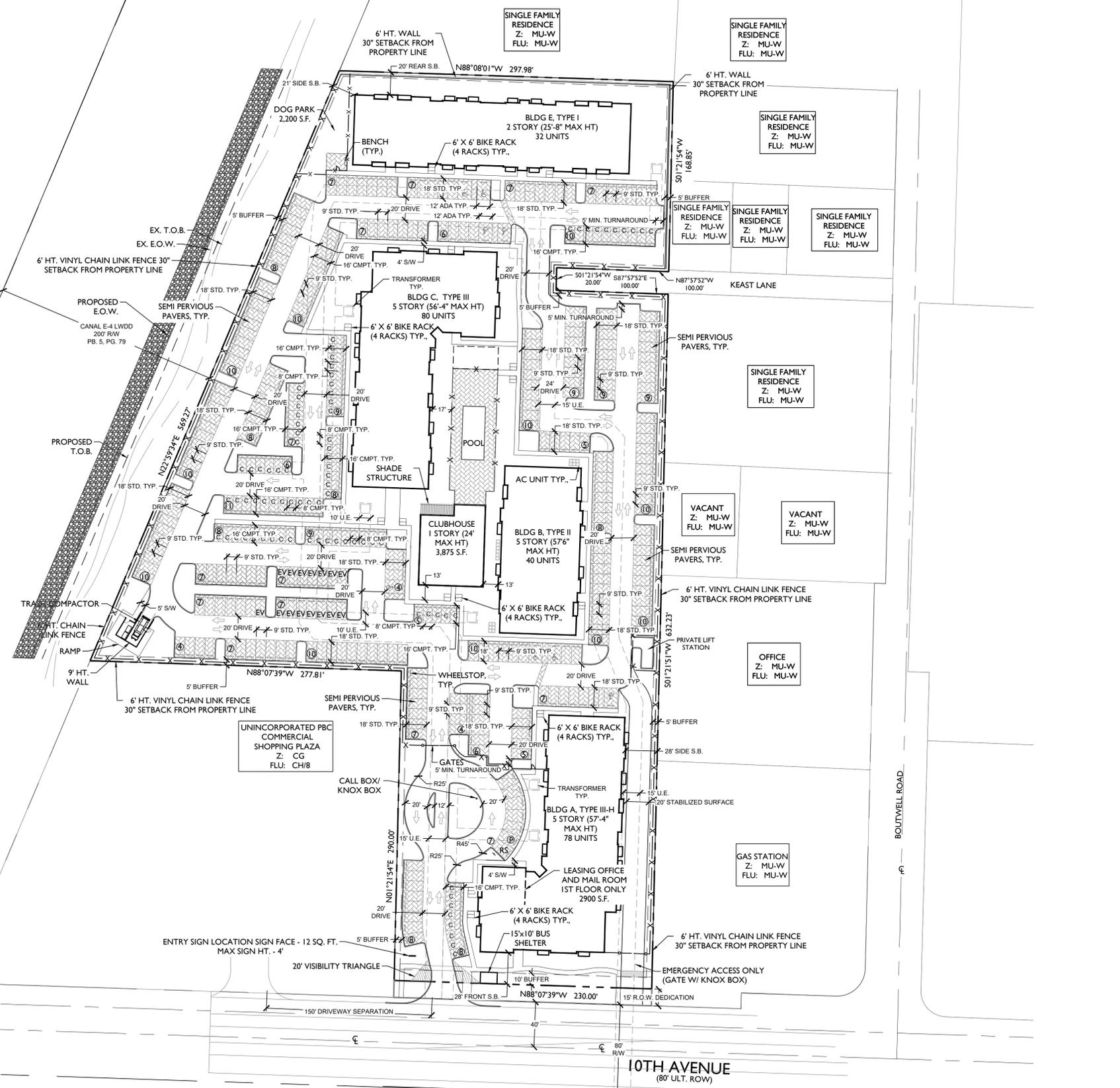
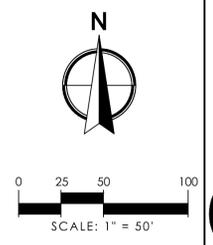
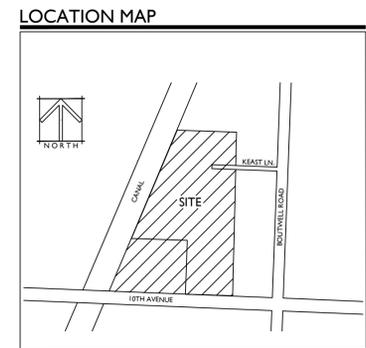
ADVANTIS AT LAKE WORTH BEACH
FOR:
PROSPECT REAL ESTATE GROUP
LOCATED AT:
10TH AVENUE AND BOUTWELL ROAD CITY OF LAKE WORTH BEACH, FLORIDA

GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS & PLANNING
ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
MIAMI, FLORIDA 33156
(305) 273-9911

DRAWN: []
DATE: 00/00/2016
SCALE: AS SHOWN
JOB NO.: 1998.PRJ
SHEET TITLE: ELEVATIONS TYPE I (BLDG #3)
SHEET NUMBER: A-3.1.1

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SITE DATA

APPLICATION NAME	GOLDEN ROAD APARTMENTS
PROJECT NO.	17-01400001
EXISTING LAND USE DESIGNATION	MU-W
PROPOSED LAND USE DESIGNATION	MU-W
EXISTING ZONING DESIGNATION	MU-W
PROPOSED ZONING DISTRICT	R-PD / MU-W
SECTION / TOWNSHIP / RANGE	20/44/43
PROPERTY CONTROL NUMBER(S)	38-43-44-20-01-026-0010, 38-43-44-20-01-004-0080, 38-43-44-20-01-004-0030, 38-43-44-20-01-004-0120, 38-43-44-20-01-004-0060, 38-43-44-20-01-004-0010, 38-43-44-20-01-004-0130
EXISTING USE	VACANT
PROPOSED USE	APARTMENT HOMES
GROSS SITE AREA	278,340 SF / 6.39 AC.
NET SITE AREA	275,058 SF / 6.31 AC.
PROPOSED GROSS FLOOR AREA	200,214 SF
BUILDING LOT COVERAGE	54,639 SF / 1.25 AC. (20%)
BUILDING HEIGHT	MAX 30' (2 STORIES)*
IMPERVIOUS	160,730 SF / 3.69 AC. (58%)
PERVIOUS	114,328 SF / 2.62 AC. (42%)
GREEN SPACE	83,491 SF
PAVERS (50% APPLICABLE FOR PERVIOUS CALC)	61,675 SF (30.837 SF)
TOTAL UNITS	230 UNITS
1 BEDROOM	104 UNITS
2 BEDROOM	117 UNITS
3 BEDROOM	9 UNITS
PARKING REQUIRED	379 SP.
1 BEDROOM (104 UNITS @ 1.5 SP/UNIT)	156 SP.
2 BEDROOM (117 UNITS @ 1.75 SP/UNIT)	205 SP.
3 BEDROOM (9 UNITS @ 2 SP/UNIT)	18 SP.
HANDICAPPED REQUIRED (INCL. IN TOTAL)	8 SP.
BIKE RACKS	1 SP.
BIKE RACKS PROVIDED (INCL. IN TOTAL)	379 SP.
STANDARD SPACES	284 SP. (75%)
COMPACT SPACES	82 SP. (22%)
HANDICAPPED PROVIDED (INCL. IN TOTAL)	52 RACKS (13 SP.) (3%)
BIKE RACKS PROVIDED (INCL. IN TOTAL)	8 SP.
ELECTRONIC VEHICLE PARKING (INCL. IN TOTAL)	1 SP.
ELECTRONIC VEHICLE PARKING (INCL. IN TOTAL)	15 SP.

* - ADDITIONAL 35' OF HEIGHT UNDER SUSTAINABLE BONUS INCENTIVE PROGRAM (SBIP) (NOT TO EXCEED 6 STORIES) FOR BLOCKS FRONTING 10TH AVENUE NORTH. THIS ALLOWS FOR THE INCREASE IN BUILDING HEIGHT FROM THE STANDARD MAXIMUM REGULATION OF 2 STORIES TO TWO 5-STORY BUILDING AND THREE 3-STORY BUILDINGS.
 - ALL MECHANICAL EQUIPMENT TO BE SCREENED IN ACCORDANCE TO CODE

PROPERTY DEVELOPMENT REGULATIONS

ZONING DISTRICT	LOT DIMENSIONS			MAX. BLDG COVER	MIN. SETBACKS		
	DENSITY	WIDTH / FRONTAGE	DEPTH		FRONT	SIDE STREET	REAR
REQUIRED	MAX 30 DU/AC.*	MIN. 75'	N/A	50%	28'	20'	20'
PROPOSED	35.99 DU/AC.	230'	807'	21%	28'	34'	N/A 18'

* -25% INCREASE IN DENSITY, INTENSITY, AND HEIGHT FOR PROJECTS ONE HALF ACRE OR MORE PER SUSTAINABLE INCENTIVE BONUS PROGRAM.

NOTES:

- "THERE WILL BE SECURITY CAMERAS WITH VIDEO FEED ON PROPERTY"
- "EACH UNIT WITHIN THE APPROVED DEV SHALL INCLUDE A VIDEO DOORBELL SYSTEM"

LEGEND

AC. = ACRES	O/S = OPEN SPACE TRACT
C = COMPACT PARKING SPACE	P.B. = PLAT BOOK
D.E. = DRAINAGE EASEMENT	PDE = PUBLIC DRAINAGE EASEMENT
DRO = DEVELOPMENT REVIEW OFFICERS	PDR = PROPERTY DEVELOPMENT REGULATIONS
D.U. = DWELLING UNITS	PG. = PAGE
ESMT. = EASEMENT	R = RADIUS
EV. = ELECTRONIC VEHICLE CHARGING STATION SPACE	R.O.W. = RIGHT-OF-WAY
EX. = EXISTING	RS = RIDE SHARE
EXT. = EXTERIOR UNIT	S/W = SIDEWALK
FLU = FUTURE LAND USE	S.B. = SETBACK
INT. = INTERIOR UNIT	S.F. = SQUARE FEET
L.A.E. = LIMITED ACCESS EASEMENT	TYP = TYPICAL
	U.E. = UTILITY EASEMENT

Civilian Byway 1/21/2024 10:56:07 Golden Rd Apartments 6/17/2024 10:56:07 PLAN 02/2024 - 1:15:59 PM - 4/27/2024 1:15:59 PM



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

DATE: February 24, 2021
TO: Members of the Planning and Zoning Board
FROM: Alexis Rosenberg, Senior Community Planner and Andrew Meyer, Senior Community Planner
THRU: William Waters, AIA, NCARB, LEED, AP BD+C, ID, SEED, Director for Community Sustainability
MEETING: March 3, 2021

SUBJECT: **PZB Project Number 20-01400047:** A request by WGI, an engineering and land development firm, on behalf of Prospect Real Estate Group, LLC for consideration of a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program to allow the construction of 230-unit multi-family development at the northwest corner of 10th Avenue North and Boutwell Road, within the Mixed Use – West (MU-W) zoning district. The subject properties PCNs are 38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; and 38-43-44-20-01-004-0010.

PROJECT DESCRIPTION:

The Applicant, WGI on behalf of Prospect Real Estate Group, LLC., is requesting approval of the following:

- 1.) **Residential Planned Development** to construct a 230-unit multifamily development.
- 2.) **Development of Significant Impact** to construct a residential development in excess of 100 units.
- 3.) **Major Site Plan** for the development of a new multifamily development in excess of 7,500 square feet.
- 4.) **Conditional Use Permit** to establish a residential master plan greater than 7,500 square feet.
- 5.) **Sustainable Bonus Incentive Program** for an additional density, intensity and height.

The subject site is comprised of seven parcels totaling 6.39 acres. The site is located west of the 10th Avenue North and Boutwell Road intersection and is currently vacant. The site was previously approved for a Major Site Plan and Sustainable Bonus Incentive Program, known as Golden Roads, which consisted 189 multi-family apartments. The new proposed development, also referred to as Golden Roads, consists of five residential buildings and clubhouse/mailroom building. The project proposes a total of 230 multi-family units. Of the 230 units, 104 units will be one-bedroom units, 117 units will be two-bedroom units, and nine units will be three-bedroom units.

There are 379 parking spaces provided on site with a portion of the parking side-loaded to the south building and the remaining parking spaces are located interior to the site. Of the 379 parking spaces, 280 spaces will be standard spaces, 82 spaces will be compact spaces, and 13 spaces will be provided in the form of bicycle racks. Additionally, the development proposes electric vehicle charging stations that will service 15 spaces.

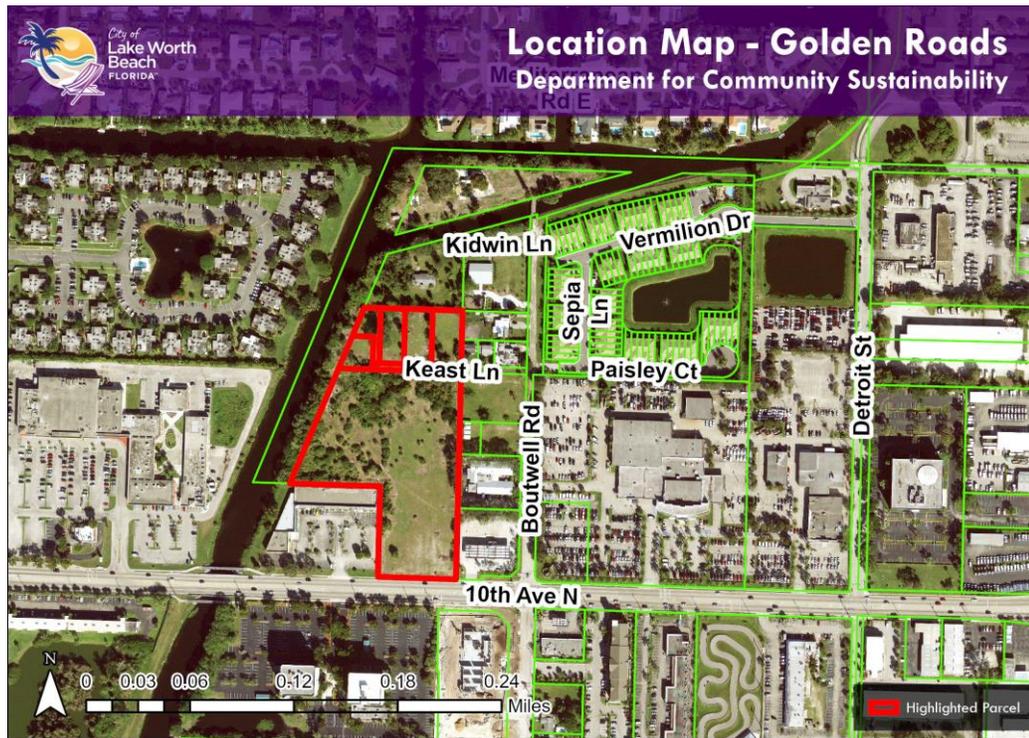
Staff Recommendation:

Staff has reviewed the documentation and materials provided by the applicant for consistency with applicable guidelines and standards found in the City of Lake Worth Zoning Code and Comprehensive Plan. The proposed development meets the criteria of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board approve the Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program with conditions of approval to the City Commission.

PROPERTY DESCRIPTION:

Applicant	Yoan Machado of WGI
Owner	Lake Worth Investment Group, LLC
General Location	West of the 10 th Avenue North and Boutwell Road intersection
Existing PCN Numbers	38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; 38-43-44-20-01-004-0010
Existing Land Use	Vacant
Zoning	Mixed Use – West (MU-W)
Future Land Use Designation	Mixed Use – West (MU-W)

LOCATION MAP:



BACKGROUND:

The project site is located west of the 10th Avenue North and Boutwell Road intersection. Based on Palm Beach Property Appraiser's records and City records, all seven parcels have remained vacant and do not have any active business licensees linked to the site. Additionally, a search performed on February 10, 2021 indicated that there are no open code compliance violations linked to the properties.

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

The subject site has a Future Land Use (FLU) designation of Mixed Use – West (MU-W). Per Policy 1.1.1.6, the MU-W FLU is intended to provide for a mixture of residential, office, service, and commercial retail uses within specific areas west of I-95. The preferred mix of uses area-wide is 75% residential and 25% non-residential. The proposed residential development is a high-density residential use in this district where there is a significant amount of existing non-residential uses. The addition of these units and would further the policy objective of increasing residential development within the zoning district. Therefore, the proposal is consistent with the intent of the MU-W FLU.

The City's Strategic Plan focuses on fostering safer neighborhoods, encouraging community pride, building a vibrant and diverse economy, planning for the future, and enhancing the natural, historic, and cultural environment of the City. Pillar II.A, and Pillar II.B of the Strategic Plan state that the City shall diversify housing options and continue crime reduction and prevention in achieving a safe, livable and friendly community. Golden Roads proposes a multi-family residential development that is consistent with Pillar II.A and Pillar II.B. Further, the proposal is consistent with Pillar IV.A of the Strategic Plan which states that the City shall achieve economic and financial sustainability through a versatile and stable tax base.

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

Consistency with the City's Land Development Regulations

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

Mixed Use – West (MU-W): Per LDR Section 23.3-18(a), the MU-W zoning district is intended to provide for the establishment and expansion of office and commercial uses, including moderate intensity and higher intensity commercial, hotel/motel, and medium-density multi-family residential development along the City's western thoroughfares. The proposed residential development is consistent with the intent of the MU-W district.

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

Development Standard	Base Zoning District	Residential Planned Development with Sustainable Bonus Incentive Program (SBIP)	Provided
Lot Size (min) In square feet (sf)	5,000 sf	Greater or equal to 217,800 sf (5 acres)	278,340 sf (6.39 acres)
Lot Width (min)	50'	50'	230'
Setbacks	Front (min)	20'	28'
	Rear (min)	15'	18'
	Side (min)	10'	20'
Impermeable Surface Coverage (maximum)	65%	65%	61%
Structure Coverage (max)	50%	50%	21%
Pervious Landscaped Area in Front Yard (min)	900 sf	900sf	3,216 sf
Living Area (min)	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 665 sf 2-bed: 881 sf 3-bed: 1,171 sf
Parking	379	379	379
Density (max)	30 du/acre (191 units)	37.5 du/acre (239 units)	36 du/acre (230 units)
Building Height (max)	30 feet	81.25 feet	Bldg I – 34'8" Bldg II – 34'8" Bldg III – 52' Bldg III Hybrid – 54' Clubhouse – 24'4"
Floor Area Ratio (FAR) (max)	1.30	2.25	0.74

Landscaping: The development proposal has been reviewed for landscaping and complies with the City's landscape regulations in LDR Section 23.6-1. The site provides perimeter landscaping and as well as landscaping internal to the site. Staff has conditioned that all ground-level mechanical equipment be properly screened with landscaping and all monument signs be landscaped at the base of the sign. The landscape plan can be viewed in Attachment B.

Signage: This application is proposing one monument sign on the south end of the site facing 10th Avenue North. A condition of approval has been created stating that all proposed signage shall be applied for on a city building permit and shall comply with the sign code, LDR Section 23.5-1.

Lighting: The applicant has not submitted a photometric plan. Therefore, staff has conditioned the applicant to provide a photometric plan at least 14 days prior to the first City Commission hearing showing the location and dimensions of all exterior lighting to be installed on the site. Note that all lighting fixtures shall be compatible with the architectural style of the building and all lighting shall be shielded so as to not trespass upon

neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. Further, all lighting shall comply with lighting code regulations in LDR Section 23.4-3. If using LED lighting, a warm light tone not to exceed 3000 K is required and all fixtures shall be dark skies compliant.

Density: The base zoning district allows a maximum density of 30 units per acre. Based on Policy 1.2.3.4(3) of the City's Comprehensive Plan, residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 30 units per acre plus 25% equals a maximum density of 37.5 units per acre (239 units). The proposed residential planned development proposes a density of 36 units per acre (230 units) which is less than the maximum density allowed on this property.

Height: The base zoning district allows a maximum building height of 30 feet. Per LDR Section 23.3-18(c)(2)(B), blocks fronting 10th Avenue North may obtain an additional 35 feet in height under the City's Sustainable Bonus Incentive Program. Additionally, Policy 1.2.3.4(3) of the City's Comprehensive Plan states that residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 30 feet plus 35 feet plus 25% equals a maximum height of 81.25 feet. The highest building height proposed for this project is 54 feet which is less than the maximum allowed building height for this property.

Floor Area Ratio (FAR): The base zoning district allows a maximum FAR of 1.30. Per LDR Section 23.3-18(c)(7)(D), an additional 0.5 of FAR shall be granted under the City's Sustainable Bonus Incentive Program. Additionally, Policy 1.2.3.4(3) of the City's Comprehensive Plan states that residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 1.30 plus 0.5 plus 25% equals a maximum allowed FAR of 2.25. The project proposes a total FAR of 0.74 which is less than the maximum allowed FAR for this property.

Impermeable Surface Coverage: The project as proposed complies with the City's maximum impermeable surface allowance of 65%. The site plan proposes approximately 137,293 square feet of impervious surface area and 61,675 square feet of semi-pervious surface area. Per LDR Section 23.1-12, two square feet of semi-pervious surface shall be equivalent to one square foot of impervious surface for the purpose of calculating development regulations. Therefore, of the 61,675 square feet of semi-pervious surface area, 30,837 square feet counts towards impermeable surface coverage resulting in a total impermeable surface area of 168,130 square feet (61%).

Major Thoroughfare Design Guidelines / Urban Design: The project generally complies with the City's Major Thoroughfare Design Guidelines. The Development Review Official has recommended the following action to further enhance the buildings' architecture, which has been include as a staff recommended condition of approval:

- Add glazing/fenestration to the front façade of the west side of Building Type III – Hybrid as the plans currently show the façade as a large expanse of blank wall above the second floor.

Waivers Requested:

The application is not requesting any deviations from the Code as part of this request.

Residential Urban Planned Development:

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

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

The proposed project is a residential planned development for the construction of 230 multi-family units. The criteria below lists the requirements of all residential planned developments.

Section 23.3-25(c) – Residential Planned Development District

1. *Location.* RPDs may be created in any residential district.

Staff Analysis: The proposed subject site is located within the MU-W zoning district. Per LDR Section 23.3-18(b), multi-family residential uses may be established subject to the provisions of LDR Section 23.3-11, Medium Density Multi-Family Residential (MF-30). Because the MF-30 zoning district is a residential district, the application complies with this criterion. **Meets Criterion.**

2. *Minimum area required.* The minimum area required for a residential planned development district west of I-95 shall be 5 acres.

Staff Analysis: This residential planned development will be situated on a lot of 6.39 acres, which is over the required minimum area. **Meets Criterion.**

3. *Permitted uses.* Within any residential planned development, any use permitted in the underlying zoning district is permitted.

Staff Analysis: The project will be solely residential, containing 230 multi-family units. Per the City's Use Table, LDR Section 23.3-6, multi-family is permitted by right in the MU-W zoning district. **Meets Criterion.**

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

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

5. *Parking and loading space requirements.* Parking and loading spaces for all uses within a residential planned development district shall be provided as required. No off-street parking shall be located within a required setback area.

Staff Analysis: The proposed project has not requested to waive or reduce any of the requirements associated with parking. However, parking is located within the required side setback area of 10 feet. In lieu of the side setback of 10 feet, the applicant is proposing to provide a 6ft fence with a 5 ft landscape buffer with trees along the property line. Staff has proposed an additional landscape related condition of approval to ensure adequate screening of the parking areas.

6. *Landscaping.* Landscaping, tree protection, screening and buffering shall be provided as required by section 23.6-1. However, additional landscaping, screening, and buffering may be required to provide additional privacy and protection for residents within a planned development district and adjacent property owners.

Staff Analysis: Landscape screening and buffering are provided along the perimeter of the site to meet the landscape buffering requirements. The project proposes a 10-foot landscape buffer along 10th Avenue North and a five-foot landscape buffer around the perimeter subject site. A meandering path is also provided along 10th Avenue North providing additional buffering along the public right of way. **Meets Criterion.**

7. *Signs.* Signs may be erected pursuant to the provisions in Section 23.5-1.

Staff Analysis: This application is proposing one monument sign on the south end of the site facing 10th Avenue North. A condition of approval has been created stating that all proposed signage shall be applied for on a city building permit and shall comply with the sign code, LDR Section 23.5-1. **Meets Criterion.**

Development of Significant Impact (DSI):

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

Per LDR Section 23.2-35, a proposed DSI and any amendments to an approved DSI shall be reviewed and approved in accordance with the procedures and requirements for a Conditional Use Permit except that the City Commission shall be the decision maker and not the Planning and Zoning Board or the Historic Resources Preservation Board. The Conditional Use Permit criteria is outlined in the conditional use analysis within this report on page 10.

Master Development Plan (Major Site Plan):

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

Section 23.2-31(c): Qualitative Development Standards

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

Staff Analysis: The Applicant states that the site is designed harmoniously and provides a residential use along a corridor that is a majority non-residential, thus providing the residential mix that the MU-W district anticipates. The Applicant also states that the modern contemporary architecture style is harmonious with nearby modern style redevelopment such as the Woodsprings Suites Hotel and the Wyndham Hotel. **Meets Criterion.**

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

development adjacent to waterbodies. Marinas shall be permitted only in water with a mean low tide depth of four (4) feet or more.

Staff Analysis: The Applicant states that the site will not be disturbed in such a manner as to significantly increase either wind or water erosion on or adjacent to the subject site. Further, the site will be managing drainage on-site. **Meets Criterion.**

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

Staff Analysis: Landscape screening and buffering are provided along the perimeter of the site to meet the landscape buffering requirements. The project proposes a 10-foot landscape buffer along 10th Avenue North and a five-foot landscape buffer around the perimeter subject site. A meandering path is also provided along 10th Avenue North providing additional buffering along the public right of way. **Meets Criterion**

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

Staff Analysis: The proposed development staggers the building orientation of each building and locates a majority of the residential buildings in the center of the site to promote privacy for its residents. As mentioned above, the site also provides landscape buffering around the perimeter of the property. **Meets Criterion.**

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

Staff Analysis: Emergency access is provided to all buildings. There is also secondary emergency access provided at the southeast portion of the site. **Meets Criterion.**

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

Staff Analysis: Pedestrian pathways are provided on the site separate from the vehicular circulation to assist in safe and efficient circulation. Further, the site plan proposes a meandering path along 10th Avenue North that connects to the sidewalk along 10th Avenue North to the pedestrian pathways internal to the site. **Meets Criterion.**

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

Staff Analysis: As stated above, the site provides safe pedestrian circulation interior to the site. **Meets Criterion.**

8. *Design of ingress and egress drives.* The location, size and numbers of ingress and egress drives to the site will be arranged to minimize the negative impacts on public and private ways and on adjacent private property.

Merging and turnout lanes traffic dividers shall be provided where they would significantly improve safety for vehicles and pedestrians.

Staff Analysis: As stated, vehicular access to the site is provided off of 10th Avenue North. A security gate is located about 210 feet into the property. While the applicant attempted to gain an access point from Keast Lane to the northeast, Keast Lane is privately-owned right-of-way and the owner was not willing to allow an access point to the site from Keast Lane. **Meets Criterion.**

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

Staff Analysis: The site plan shows that the site's vehicular and pedestrian circulation connects to the existing street pattern and pedestrian walkways. **Meets Criterion.**

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

Staff Analysis: There are no on-site public rights-of-way. The application includes a 15 foot right-of-way dedication along 10th Avenue North for future road-widening projects. **Meets Criterion.**

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

Staff Analysis: Landscape buffers are provided along the front of the property to screen the parking area from 10th Avenue North. Additionally, landscape buffers are proposed around the perimeter of the property to provide screening from the parking areas that are not already screened by buildings. **Meets Criterion.**

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

Staff Analysis: The site plan proposes the dumpster on the west side of the property enclosed by an opaque wall. This application has been conditioned so that prior to the issuance of a building permit, the Applicant shall ensure that all dumpster and refuse areas are screened with opaque fencing or walls that comply with LDR Section 23.4-4 and provide an exterior landscape screen of shrub hedging or other continuous decorative landscaping that is a minimum height of 24 inches at installation and shall be maintained at no less than $\frac{3}{4}$ of the total height of the enclosure. **Meets Criterion as Conditioned.**

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

Staff Analysis: The proposed project will revitalize the vacant site, constructing 230 multi-family units, and further add to the City's tax base. **Meets Criterion.**

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

Staff Analysis: The subject site is within the MU-W zoning district and surrounded by MU-W zoned properties to the north, east, and south. To the west is the E-4 Keller Canal and a commercial plaza located in Unincorporated Palm Beach County. The project proposes a development that is consistent with the MU-W zoning district and the development incentives in the City's Comprehensive Plan. **Meets Criterion.**

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

Staff Analysis: With future development in mind, the proposed development meets the intent of the MU-W zoning district and is consistent with intent of the MU-W future land use designation. **Meets Criterion.**

Section 23.2-31(l): Community Appearance Criteria

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

Staff Analysis: Staff has reviewed the application and determined that the proposal complies with the Major Thoroughfare Design Guidelines and is in conformity with good taste, good design, and contributes to the image of the City. **Meets Criterion.**

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

Staff Analysis: The application has been reviewed by the City's Site Plan Review Team (SPRT) and has been determined to not be of inferior quality that would cause harm to the nature of the local environment or materially depreciate in appearance and value. **Meets Criterion.**

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

Staff Analysis: The proposal is consistent with the City's Comprehensive Plan and Strategic Plan, the City's LDRs and Major Thoroughfare Design Guidelines. The Applicant states that the site is designed harmoniously and provides a residential use along a corridor that is a majority non-residential, thus providing the residential mix that the MU-W district anticipates. The Applicant also states that the modern contemporary architecture style is harmonious with nearby modern style redevelopment such as the Woodsprings Suites Hotel and the Wyndham Hotel. **Meets Criterion.**

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

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

Conditional Use Permit:

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

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

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

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

Staff Analysis: The site contains a zoning designation of MU-W. Based on the intent of the MU-W zoning district, uses most likely to occur in the district are office and commercial uses, including moderate intensity and higher intensity commercial, hotel/motel, and medium-density multi-family residential development along the City's western thoroughfares. The proposed residential development is consistent with the intent of the MU-W district. Therefore, the proposed residential planned development is compatible and harmonious with the existing and anticipated surrounding uses. **Meets Criterion.**

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

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

Direction	Future Land Use	Zoning District	Current Use
North (adjacent)	MU -W	MU -W	Single-family residence
South (across 10 th Ave N)	MU -W	MU -W	Under construction – Future Wyndham Hotel
East (adjacent)	MU -W	MU -W	Vacant lots, office, and gas station
West (adjacent)	N/A	General Commercial (GC) – Unincorporated PBC	E-4 Keller Canal and a commercial plaza

Per the Palm Beach County Property Appraiser, the site is surrounded by a mixture of commercial and residential uses. To the north of the site is a single-family residence, and to the east are a mixture of vacant lots, office space, and a gas station. To the south of the site, across 10th Avenue North, is the future site of the Wyndham Hotel which is currently under construction. To the west, is the E-4 Keller Canal and a commercial plaza that is

located in Unincorporated Palm Beach County. The proposed use of multi-family residential has been found to be consistent with the surrounding commercial and residential uses. **Meets Criterion.**

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

Staff Analysis: The approval of this conditional use will bring more residents to the City and contribute to the City's tax base. Therefore, the development is not anticipated to result in less public benefit than a use permitted by right. **Meets Criterion.**

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

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

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

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

Staff Analysis: Based on the Palm Beach County Traffic Concurrency Letter, the Palm Beach County Traffic Division has determined that the proposal meets the Traffic Performance Standards of Palm Beach County. The conditions imposed by the Palm Beach County Traffic Division have been satisfied based on the site plan. Additionally, per the Florida Department of Transportation's Trip Generation Table, 8th Edition, a 230-unit apartment complex is anticipated to generate 143 PM peak trips. Multi-family residential has a lower trip generation rate than single-family residential, which is a by right use. A project with 150-single-family homes would generate 152 PM peak trips. Therefore, the proposal is anticipated to generate less trips than a use permitted by right. The Applicant's Traffic Study can be viewed in Attachment C. **Meets Criterion.**

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

Staff Analysis: Per the Palm Beach County Traffic Concurrency Letter, the Palm Beach County Traffic Division has determined that the proposal meets the Traffic Performance Standards of Palm Beach County. Therefore, the traffic generated from the proposed development is not anticipated to generate a significant amount of through traffic on local streets than would result from a development permitted by right. **Meets Criterion.**

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

Staff Analysis: Staff does not anticipate the proposed 230-unit multi-family development to produce significant air pollution emissions that are greater than that of a development permitted by right. The proposed residential use does not pose a pollution hazard to the nearby properties. **Meets Criterion.**

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

Staff Analysis: The proposal includes a 15-foot right of way dedication for future road-widening projects. However, the project is not anticipated to cause a higher net public cost or earlier incursion of public cost than what would result from a development permitted by right. **Meets Criterion.**

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

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

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

Staff Analysis: The proposed development is not anticipated to place a demand on municipal police or fire protection service beyond the capacity of those services. In attempt to reduce the crime potential at this location, the Applicant has proposed perimeter security fencing with a vehicular gate placed about 210 feet into the property which will prevent the stacking of automobiles in the public right of way. **Meets Criterion.**

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

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

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

The requested use is for a 230-unit multi-family residential project. The use is not anticipated to cause unreasonable noise during the hours listed above. Therefore, the multi-family residential project is anticipated to generate noise levels that are compliant with Section 15.24. **Meets Criterion.**

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

Staff Analysis: The Applicant has not submitted a photometric plan. Therefore, staff has conditioned the Applicant to provide a photometric plan at least 14 days prior to the first City Commission hearing showing the location and dimensions of all exterior lighting to be installed on the site. Note that all lighting fixtures shall be

compatible with the architectural style of the building and all lighting shall be shielded so as to not trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. Further, all lighting shall comply with lighting code regulations in LDR Section 23.4-3. If using LED lighting, a warm light tone not to exceed 3000 K is required and all fixtures shall be dark skies compliant. **Meets Criterion as Conditioned.**

Sustainable Bonus Incentive Program

The proposal includes a Sustainable Bonus Incentive Program to obtain additional height and additional density from the base zoning district, MU-W. Per Policy 1.2.3.4(3) of the City's Comprehensive Plan, residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 30 units per acre plus 25% equals a maximum density of 37.5 units per acre (239 units). The proposed residential planned development proposes a density of 36 units per acre (230 units) which is 39 units greater than what the base zoning district allows. The Sustainable Bonus value is \$10 per square foot of additional density. Because the average unit size is 949.6 square feet, the total required Sustainable Bonus value for this project is \$494,750 (949.6 sf x 39 units x \$10). Based on the Applicant's Sustainable Bonus Spreadsheet in Attachment C, the Applicant will obtain Florida Green Building Certification for all proposed buildings prior to the issuance of a Certificate of Occupancy. Florida Green Building Certification counts towards 50% of the total Sustainable Bonus value (\$247.375). The remaining \$247.375 in sustainable features are being met through a 15-foot right of way dedication, a public sidewalk along 10th Avenue North, on-site amenities including a pool and deck area, fitness room, cabana, tot lot, and a dog park, and lastly, a school bus shelter is being provided on site along 10th Avenue North. As mentioned, a detailed break-down of the Sustainable Bonus features are outlined in the spreadsheet in Attachment C.

Public Support/Opposition:

Staff has not received any letters of support or opposition.

CONCLUSION:

The proposed request for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program is consistent with the purpose, intent and requirements of the Comprehensive Plan, underlying zoning district, and surrounding areas, subject to compliance with staff's proposed conditions of approval. Therefore, staff recommends that the Board recommend approval of the proposed request with the conditions below:

PB County Fire:

1. Fire department access shall be no less than 20 feet.

Electric Utilities:

1. Prior to the issuance of a building permit, the following actions shall be completed:
 - a. Provide the voltage requirements of the existing six buildings proposed on the site and indicate whether they will be single-phase or three-phase. Buildings "A" and "C" must be three-phase since a single-phase transformer cannot handle the load of the proposed five-story buildings.
 - b. Indicate whether other services will be needed for the project such as irrigation, lift station, lighting, gates, etc. and where these services will be.
 - c. Identify the location for the padmount transformers and the meter centers for each building. The transformer locations must be accessible to our vehicles, and must have 8-ft minimum

- clearance in the front of them and three-foot minimum clearance on the sides and rear, including landscaping.
- d. Provide the load calculations for all buildings, the electrical riser diagrams for all buildings, and the construction plans showing the water, sewer, drainage, paving, landscaping, and lighting for the project.
2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
 - a. Provide a 10-foot wide utility easement for all of the electric lines, transformers and other equipment that will need to be installed to provide power to this project.
 - b. The customer will be responsible for installing all schedule-40 gray conduit that will be needed by Lake Worth Beach for this project for its primary cable. This conduit must be installed at a 42" minimum depth. Pad specs will be given to the customer to show the proper orientation of conduit at the padmount transformers.

Community Services Landscaping:

1. Conditions of approval that must be met at least 14 days prior to the first City Commission hearing:
 - a. Show all ground level mechanical equipment such as A/C Condensers on landscape plans. All ground level mechanical equipment including private lift stations must be screened by shrubs and/or opaque fencing or walls. Show the required screening on plans.
 - b. Landscape is required at the base of the entrance sign. Show this on the landscape plan or provide a separate sign plan which shows the required landscape.
 - c. The dumpster enclosure shall be screened with landscaping in a manner consistent with the code requirements.
 - d. Shrubs located in landscape areas between parking and vehicular use areas and a chain link fence shall be maintained a minimum of height of no less than 4 ft to provide screening of parking and vehicle use areas from adjacent properties.

Planning and Zoning:

1. Conditions of approval that must be met at least 14 days prior to the first City Commission hearing:
 - a. A complete signed and sealed plan set shall be submitted to the City's Planning and Zoning Division at least 14 days prior to the first City Commission reading. Said plans shall be revised to depict the following:
 - i. Show the location and screening method of all mechanical equipment, including AC equipment, on the site plan. Per LDR Sec. 23.6-1(c)(3)(h), all ground level mechanical equipment shall be screened with shrub hedging or opaque fencing or walls. Chain link or other similar type open fencing shall not be permitted. If the mechanical equipment will be located on the roof, provide a roof diagram with the mechanical equipment location labeled. Note that per LDR Section 23.4-21(1), all roof-mounted equipment visible. Materials used for screening purposes shall be compatible with the architectural style, color, and materials of the principal building from adjacent property or an adjacent street shall be screened from view. The minimum height of such screening shall be equal to the highest point of the systems/equipment.
 - ii. Per LDR Section 23.4-4(e)(1)(C), along side and rear property lines adjacent to roadways, fencing shall be setback a minimum of 30 inches and require a landscape screen that shall be maintained at a minimum height of 24 inches. Therefore, the portion of fencing along the east property line that is adjacent to Keast Lane shall be setback 30 inches with

- the required landscape screening. Show the new fence placement and screening on the revised plan set.
- iii. Per LDR Section 23.4-4(e)(3)(B), chain link fencing visible from all rights of way shall have a landscape screen of shrub hedging or other continuous decorative landscaping on the side of the fence facing the public right-of-way that is a minimum height of 24 inches at installation and shall be maintained at no less than 3/4 of the total height of the fence. Therefore, the portion of chain link fencing that is visible from 10th Avenue North shall have the required landscape screening. Show said landscaping on the revised plan set.
 - iv. Note on the landscape plans that shrubs planted in landscape areas between parking and vehicular use areas with chain link fencing shall have a minimum planting depth of 24 inches at installation and shall be maintained at no less than 4 feet in height to provide a continuous landscape screen. This shall not apply to areas with an opaque fence that provides full screening of the parking and vehicular use area.
 - v. Identify a designated ride share parking space or drop-off/pick-up area outside of the gate.
 - vi. The landscape plan shall be updated to address the landscape comments and the required screening of the dumpster and refuse. These areas are required to be screened with opaque fencing or walls with an exterior landscape screen of shrub hedging or other continuous decorative landscaping that is a minimum height of 24 inches at installation and shall be maintained at no less than ¾ of the total height of the enclosure.
 - vii. Provide a photometric plan showing the location and dimensions of all exterior lighting to be installed on the site. Note that all lighting fixtures shall be compatible with the architectural style of the building and all lighting shall be shielded so as to not trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. Further, all lighting shall comply with lighting code regulations in LDR Section 23.4-3. If using LED lighting, a warm light tone not to exceed 3000 K is required and all fixtures shall be dark skies compliant.
- b. Provide a statement indicating how package and mail delivery will function on the property. Staff may require the parking area for package and mail delivery services to be identified on the site plan if needed for clarity. Currently, a clubhouse/mailroom is identified on the site plan within the gate. Another mail facility is identified on the first floor of the building outside gate on the architectural plans, but not the site plan.
2. Prior to the issuance of a building permit, the following actions shall be completed:
 - a. All traffic requirements outlined in the Palm Beach County Traffic Division's TPS letter shall be completed.
 3. Prior to a Certificate of Occupancy, the following actions shall be completed:
 - a. The project site shall be replatted in accordance with the procedures and regulations outlined in LDR Section 23.5-2. All platting shall be finalized prior to construction. Note that per LDR Section 23.3-5(h)(4)(D), *"if a zoning change is involved, certification from the department for community sustainability shall be furnished to the city clerk indicating that the change requested has been approved and is in effect, and that the size of lots and other features shown on the plat conform to all zoning requirements. Signing of the final plat by the city clerk shall constitute such certification."*
 - b. An application to replat the property is shall be submitted to the City's Planning and Zoning Division.

4. All signage shall be applied for on a separate building permit and shall comply with LDR Section 23.5-1, Signage.
5. Per the site plan, the development proposes 61,675 square feet of semi-pervious surface to meet the maximum impermeable surface requirement. Therefore, prior to the issuance of a building permit, documentation shall be provided to staff showing the percolation rate of the semi-pervious paving material to ensure that has a percolation rate that is at least 50% rate to the ground percolation rate. Also include a paver maintenance plan to ensure that it will maintain its permeability over time.
 - a. Note that if the semi-pervious material is converted to impervious surface area at any time, the project would exceed the code's maximum impermeable surface coverage allowance and thus, the Applicant would need to apply for a Planned Development amendment.

Urban Design:

1. Conditions of approval that must be met at least 14 days prior to the first City Commission hearing:
 - a. Front main building - Building Type III-H – the floor plans of the residential units on the west side of the structure do not match the colored elevations or the renderings. The colored elevations and renderings show a large slider and a smaller accent window. The floor plans only show what are likely two smaller accent windows. The plans should be updated for consistency and clarity.
 - b. The front façade on the west side of the Building Type III-H remains a large expanse of blank wall above the second floor, additional fenestration is required. Plans should be updated for consistency with this condition.

Public Works:

1. Prior to the issuance of a building permit, the following actions shall be completed:
 - a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a building permit, the applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
 - b. The applicant shall ensure that the dumpster enclosure meets the specifications of the Public Services Department.
 - c. The applicant shall complete the right of way permit from Palm Beach County for the construction of improvements on 10th Avenue North.
 - d. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
 - a. The applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements are in the same condition as prior to construction
 - b. The applicant shall fine grade and sod all disturbed areas with bahia sod.
 - c. The applicant shall broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.

Utilities Water & Sewer:

1. Conditions of approval that must be met at least 14 days prior to the first City Commission reading:
 - a. Paving/Grading/Drainage:
 - i. The drainage plan shall address management of stormwater runoff in the green spaces surrounding the apartments. This shall be supported with signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.
 - ii. The City's drainage policy is that project site must contain the 3-yr 1-hour storm event on site, this equates to 2.6" of rainfall. Other regulating agency policy's still apply and the design must meet the most stringent of these requirements.
 - iii. The final grading plan shall include cross sections from the paved area/buildings to the end of property boundary for each property line and each cross section change.
 - b. Water and Sewer:
 - i. The watermain & forcemain tie-in locations must be designed and coordinated with the future pipeline extensions planned in 10th Ave N.
 - ii. Water Utilities must be centered or arrange in a dedicated utility easement. Minimum size of dedicated easements is 15-foot.
 - iii. The utility plan and the proposed landscaping shall pair well with the underground utility infrastructure as well as underground storage. There are locations where gumbo limbo trees are proposed in a tree island that is shared with fire hydrant, due to the root structure of this tree it is not recommended. Fire lines and water service line shall be well planned to avoid interaction with growing root systems.
2. Prior to the issuance of a building permit, the following actions shall be completed:
 - a. Provide copies of the required SFWMD and LWDD permits
 - b. Reserved capacity fees for water and sewer shall be paid in full per phase plan.

Lake Worth Drainage District (LWDD):

1. Prior to submitting a LWDD permit, and prior to the issuance of a city building permit, the following actions shall be completed:
 - a. The outfall connection into the E-4 Canal shall be constructed and stabilized with rip-rap rubble for 25 feet on the center of the RCP outfall pipe. The depiction of the rip-rap rubble indicates 20 feet. Revise to 25 feet on the Civil Engineering Plans.
 - b. The canal bank shall be stabilized with rip-rap rubble for the length of the project. Show rip-rap rubble detail along the length of the project.
 - c. All other requirements from the LWDD shall be met.

Board Actions:

I MOVE TO RECOMMEND APPROVAL OF PZB PROJECT NUMBER 20-01400047 with staff recommended **conditions** for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program to construct a 230-unit multifamily development at the subject site. The project meets the applicable criteria based on the data and analysis in the staff report.

I MOVE TO RECOMMEND DENIAL OF PZB PROJECT NUMBER 20-01400047 for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus

Incentive Program to construct a 230-unit multifamily development at the subject site. The project does not meet the applicable criteria for the following reasons [Board member please state reasons.]

Consequent Action:

The Planning & Zoning Board will be making a recommendation to the City Commission on the Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program.

ATTACHMENTS:

- A. Zoning Map
- B. Site Plan Package
- C. Supplemental Supporting Documents
- D. Site Photos

Zoning Map - Golden Roads

Department for Community Sustainability



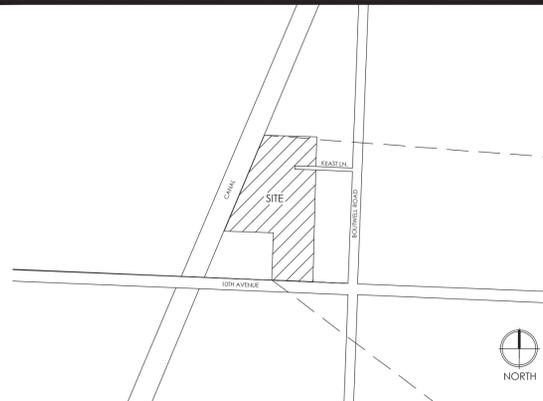
Golden Road Apartments

LANDSCAPE PLANS

CITY OF LAKE WORTH, FL

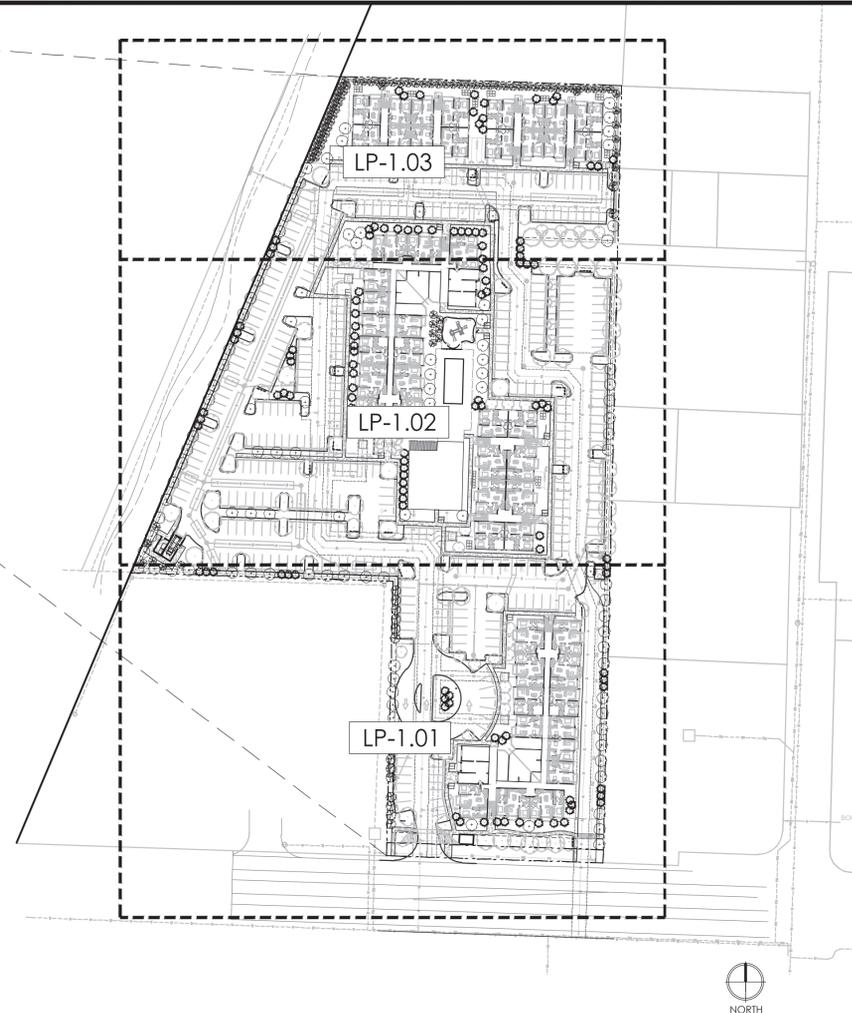
LOCATION MAP

N.T.S.



OVERALL SHEET KEY MAP

N.T.S.



SHEET INDEX

SHEET NO.	SHEET TITLE
LP-1.01	LANDSCAPE PLAN
LP-1.02	LANDSCAPE PLAN
LP-1.03	LANDSCAPE PLAN
LP-2.01	LANDSCAPE DETAILS
LP-3.01	LANDSCAPE SPECIFICATIONS

CODE COMPLIANCE CHART - PERIMETER LANDSCAPE REQUIREMENTS (ADJ. TO VEHICULAR USE AREAS)

LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
A 10' R.O.W. BUFFER (SOUTH P.L.) 175' LF @ 1 TREE / 25' LF = 7 TREES HEDGE (24" TALL @ INSTALLATION)	TREES = 7 TREES
B 5' PERIMETER BUFFER 276' LF @ 1 TREE / 20' LF = 14 TREES HEDGE (24" TALL @ INSTALLATION)	TREES = 14 TREES
C 5' PERIMETER BUFFER 278' LF @ 1 TREE / 20' LF = 14 TREES HEDGE (24" TALL @ INSTALLATION)	12 TREES + 6 PALMS @ 3:1 = 14 TREES
D 5' PERIMETER BUFFER 470' LF @ 1 TREE / 20' LF = 24 TREES HEDGE (24" TALL @ INSTALLATION)	21 TREES + 9 PALMS @ 3:1 = 24 TREES
E 5' PERIMETER BUFFER 920' LF @ 1 TREE / 20' LF = 46 TREES HEDGE (24" TALL @ INSTALLATION)	41 TREES + 15 PALMS @ 3:1 = 46 TREES

CODE COMPLIANCE CHART - INTERIOR LANDSCAPE REQUIREMENTS (BUILDING LANDSCAPE AREA)

LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
BUILDING A: 1 SHRUB / 5 SF = 3,690 SF 738 SHRUBS	BUILDING A: SHRUBS = 1,144 SHRUBS
BUILDING B: 1 SHRUB / 5 SF = 2,339 SF 468 SHRUBS	BUILDING B: SHRUBS = 616 SHRUBS
BUILDING C: 1 SHRUB / 5 SF = 3,696 SF 740 SHRUBS	BUILDING C: SHRUBS = 1,374 SHRUBS
BUILDING D: 1 SHRUB / 5 SF = 2,163 SF 433 SHRUBS	BUILDING D: SHRUBS = 498 SHRUBS
BUILDING E: 1 SHRUB / 5 SF = 2,163 SF 433 SHRUBS	BUILDING E: SHRUBS = 467 SHRUBS
CLUBHOUSE: 1 SHRUB / 5 SF = 1,399 SF 280 SHRUBS	CLUBHOUSE: SHRUBS = 410 SHRUBS

CODE COMPLIANCE CHART - INTERIOR LANDSCAPE REQUIREMENTS

LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
VUA LANDSCAPE AREA: 117,992 SF * 20% = 23,598 SF TREES/PALMS: 23,598 SF @ 1 TREE / 125 SF = 189 TREES	VUA LANDSCAPE AREA: 24,811 SF
NON-VUA LANDSCAPE AREA: 32,643 SF TREES/PALMS: 32,643 SF 1 SMALL TREE / 225 SF = 148 SMALL TREES OR 1 MEDIUM TREE / 400 SF = 83 MEDIUM TREES OR 1 LARGE TREE / 625 SF = 53 LARGE TREES	
TOTAL TREES REQUIRED: 189 TREES + 53 LARGE TREES = 242 TREES TOTAL	TOTAL PROVIDED: 212 TREES + 90 PALMS @ 3:1 = 242 TREES



PREPARED BY:



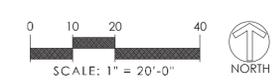
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

PREPARED FOR:

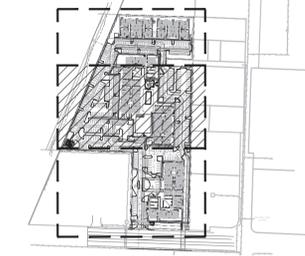
LANDMARK RESIDENTIAL MANAGEMENT, LLC
4890 W. KENNEDY BOULEVARD, SUITE 240
TAMPA, FL 33609



WGI NO.: 2156.03
LANDSCAPE PLANS
RESUBMITTAL

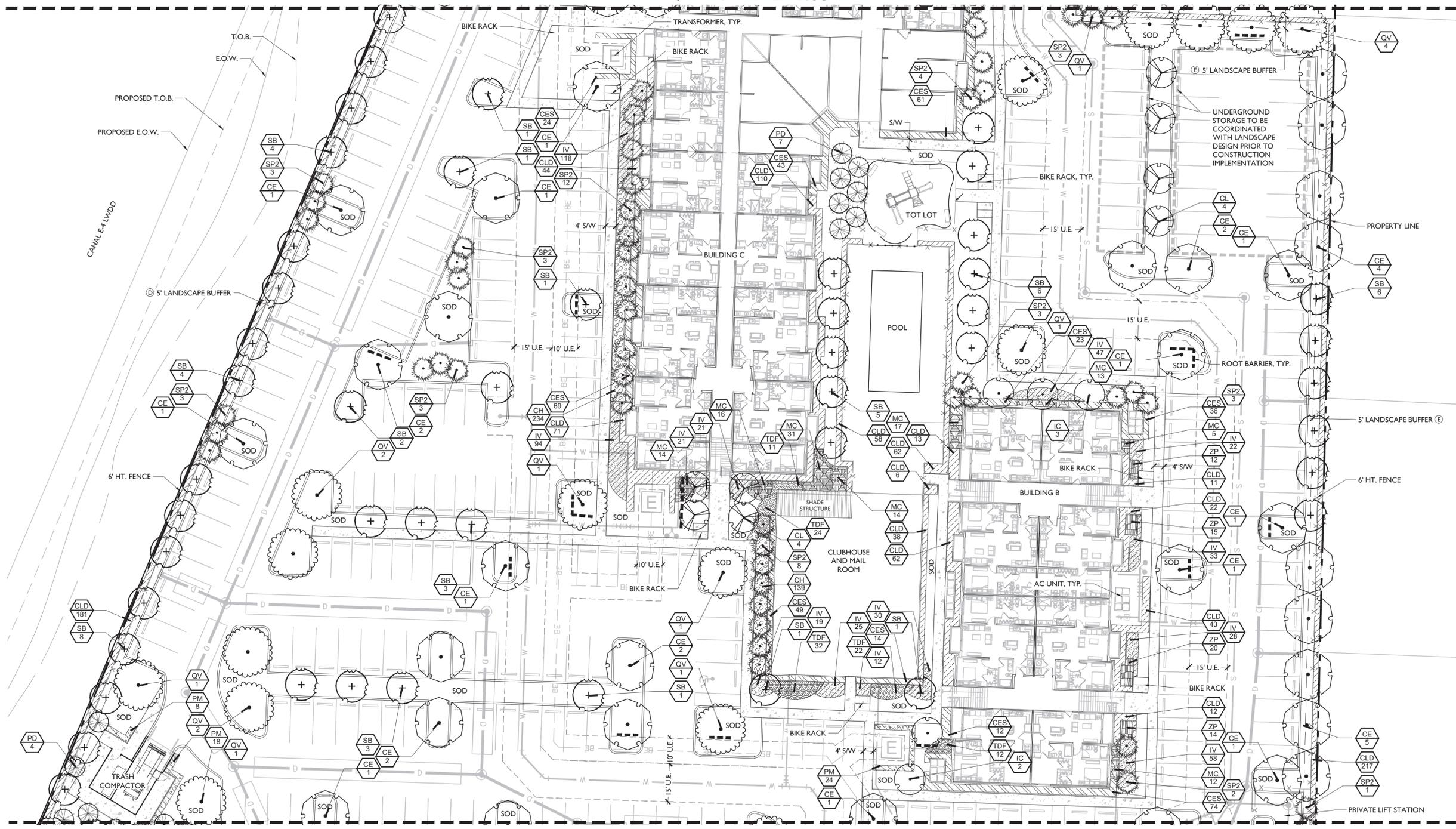


SHEET KEY MAP



WGL
 2035 Vista Parkway, West Palm Beach, FL 33411
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MATCHLINE B, SEE SHEET LP-1.03



MATCHLINE A, SEE SHEET LP-1.01

REVISIONS		
NO.	DATE	DESCRIPTION
1	02.08.21	RESUBMITTAL
2	03.17.21	RESUBMITTAL

CAD LP_2156.03.DWG	2156.03	DN	TM	12-02-2020
JOB NO.		DN		
DRAWN BY		DN		
CHECK BY		TM		
DATE				

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 FL # LA6667274

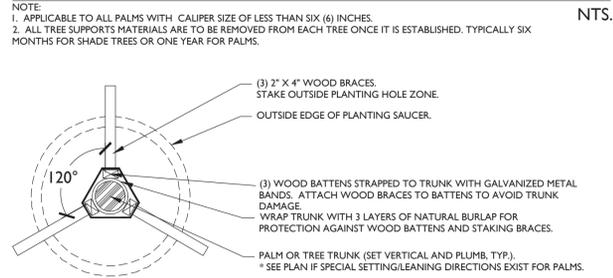
**GOLDEN ROAD APARTMENTS
 LAKE WORTH, FLORIDA**

LANDSCAPE PLAN

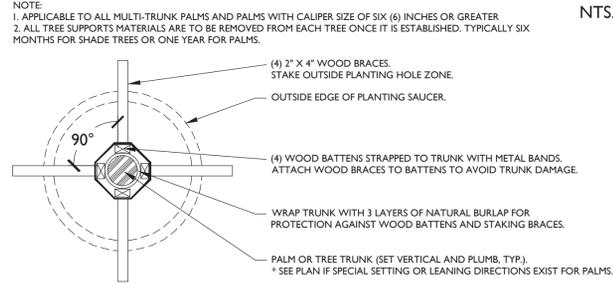
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 LP-1.02

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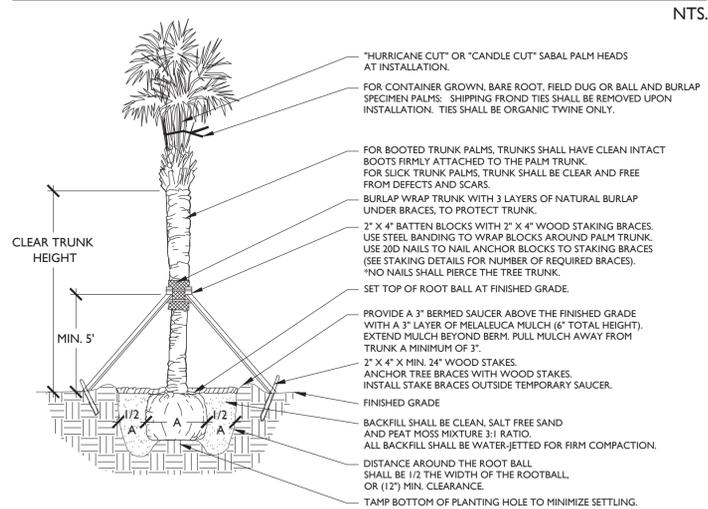
SMALL PALM STAKING PLAN



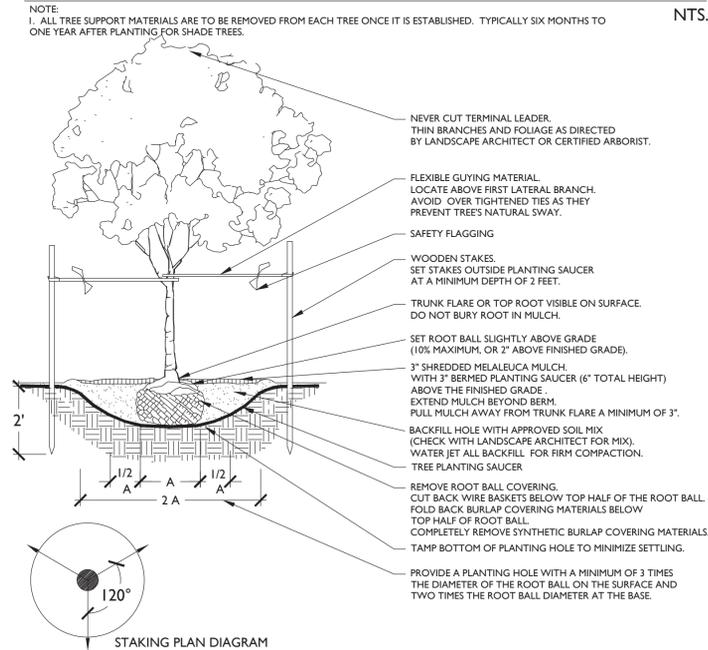
LARGE PALM OR TREE STAKING PLAN



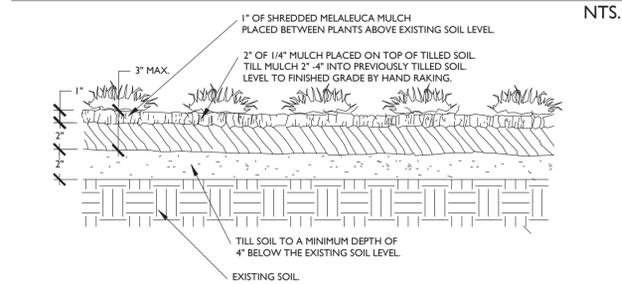
PALM PLANTING DETAIL



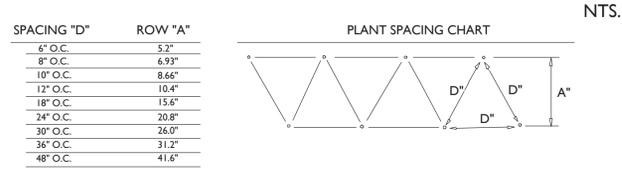
TREE PLANTING DETAIL



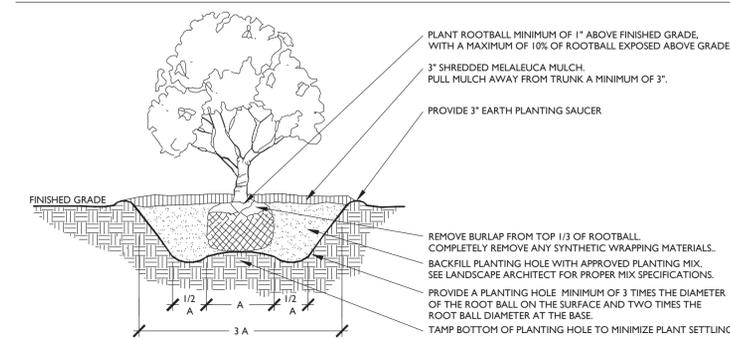
GROUND COVER DETAIL



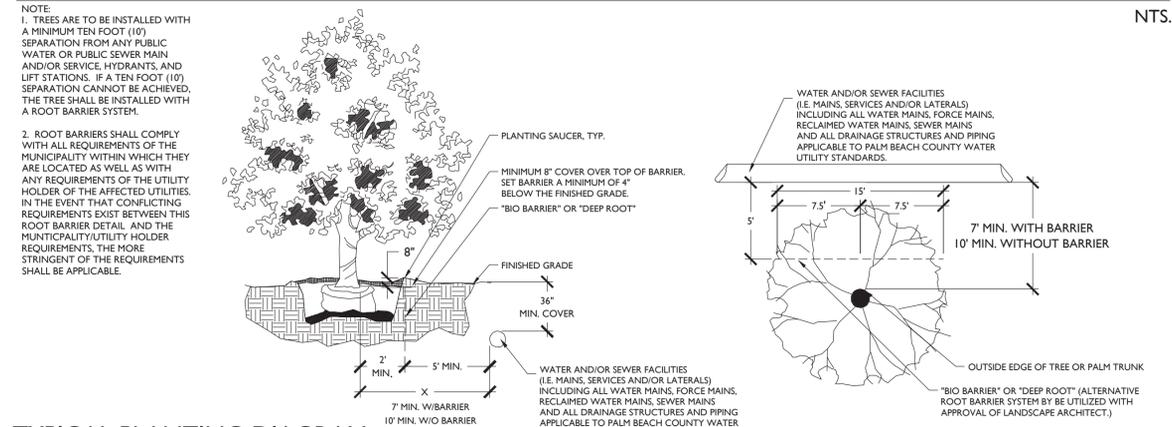
PLANT SPACING DETAIL



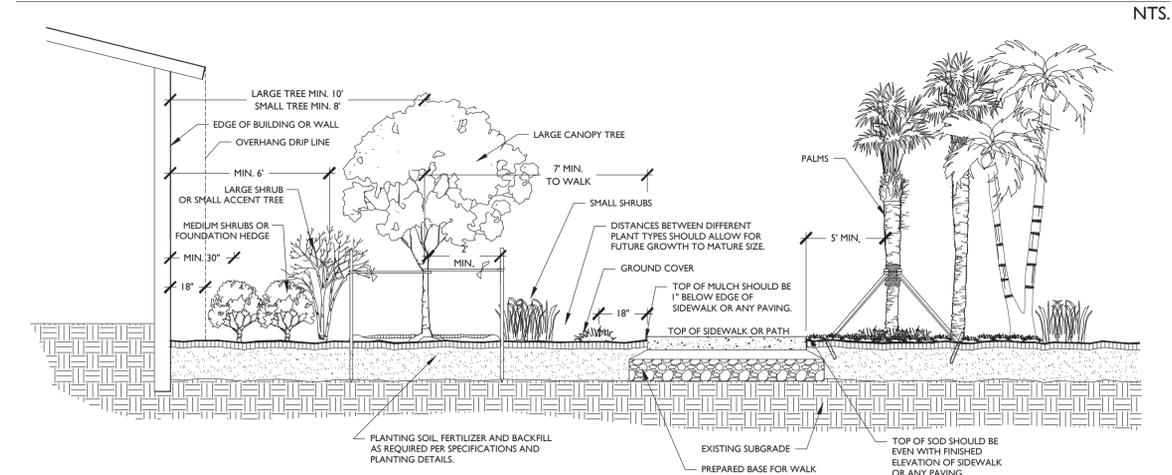
SHRUB PLANTING DETAIL



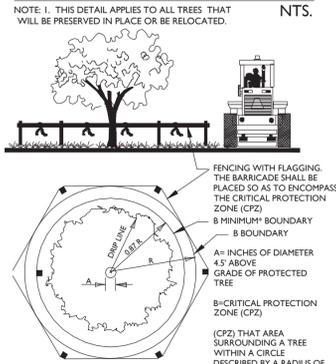
ROOT BARRIER DETAIL



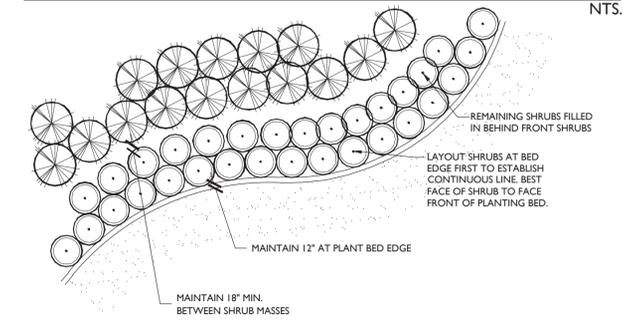
TYPICAL PLANTING DIAGRAM



TREE PROTECTION DETAIL



SHRUB AND GROUND COVER PLANTING DETAIL



LANDSCAPE NOTES:

- STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, BERMS, WALL, FENCES, UTILITIES OR ROADWAYS.
- CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL, OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
- TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN THE EVENT OF A CONFLICT, AFFECTED PLANT MATERIAL SHALL BE FIELD ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH THE WITH EXISTING AND PROPOSED UTILITIES, LIGHT POLES, DRAINAGE STRUCTURES OR LINES, LAKE MAINTENANCE EASEMENTS OR OTHER AFFECTED SITE FEATURES.
- ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30" AND 8' ABOVE THE PAVEMENT.
- ALL UTILITY BOXES/ STRUCTURES TO BE SCREENED ON 3 SIDES W/ APPROVED PLANTING MATERIAL.
- IRRIGATION IS REQUIRED PROVIDING 100% COVERAGE WITH A MAXIMUM OF 50% OVERLAP, AN AUTOMATIC RAIN SENSOR MUST BE INSTALLED.
- ALL PLANT MATERIAL TO BE INSTALLED SHALL CONFORM TO FLORIDA POWER AND LIGHTS' (FPL'S) RIGHT TREE RIGHT PLACE GUIDELINES.
- IN CASE OF DISCREPANCIES PLANS TAKE PRECEDENCE OVER PLANT LIST.
- LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PRIOR TO BIDDING.
- REMOVAL OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR.
- RELOCATION OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR. REFER TO SPECIFICATIONS FOR RELOCATION INSTRUCTIONS.
- ALL PLANT MATERIAL TO BE FLORIDA GRADE #1 AT TIME OF INSTALLATION UNLESS OTHERWISE NOTED.



2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 888.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

NO.	DATE	DESCRIPTION	REVISIONS	
			BY	DN
1	02.08.21	RESUBMITTAL	DN	DN
2	03.17.21	RESUBMITTAL	DN	DN

CAD FILE	DATE	DESCRIPTION	BY	DATE
216603.DWG	2166.03		DN	12-02-2020

LANDSCAPE ARCHITECT OF RECORD
TIFFANY D MAY, PLA
FL # LA6667274

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Landscape Architects, email=tiffany.dmay@wgl.com, c=US
The content of this electronic signature is not intended to
be signed and sealed and all other authentication codes
must be verified on any electronic copies, and the seal
has been electronically signed and sealed using a
valid authentication code.
email:Tiffany.May@wgl.com, c:US
Date: 2024.05.17 11:25:04 -0400

GOLDEN ROAD APARTMENTS
LAKE WORTH, FLORIDA

LANDSCAPE DETAILS



SHEET:
LP-2.01

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Landscaping Planting - Part I. General

- I. Description of Work
- A. Provide all exterior planting as shown on the drawings or inferable therefrom and/or as specified in accordance with the requirements of the Contract Documents. Landscape plans provided indicate the proposed location of living plant material only. Structural elements and hardscape features indicated on the landscape plans are for information purposes only. Landscape plans are not to be used for siting and layout or location of any structural site features including but not limited to, buildings, signage, pathways, easements, utilities or roadways.
 - B. These specifications include standards necessary for and incidental to the execution and completion of planting as indicated on the prepared drawings and specified herein.
 - C. All applicable state and local permits shall be obtained prior to the removal, relocation, or installation of plant materials indicated within the plan documents.
 - D. Protection of existing features. During construction, protect all existing trees, shrubs, and other specified vegetation, site features and improvements, structures, and utilities specified herein and/or on submitted drawings. Removal or destruction of existing plantings is prohibited unless specifically authorized by the owner, and with permit as required by associated federal, state and local government agencies.

- II. Applicable Standards
- A. American National Standards for Tree Care Operations, ANSI A300, American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
 - B. American Standard for Nursery Stock, ANSI Z60.1, American Nursery and Landscape Association, 1250 Eye Street, NW, Suite 500, Washington, D.C. 20005.
 - C. Hortus Third, The Staff of the L.H. Bailey Hortorium, 1976, MacMillan Publishing Co., New York.
 - D. Florida Department of Agriculture "Grades and Standards for Nursery Plants", most recent addition.
 - E. National Arborist Association- Pruning Standards for Shade Trees
 - F. All standards shall include the latest additions and amendments as of the date of advertisement for bids

- III. Qualifications
- A. Landscape planting and related work shall be performed by a firm with a minimum of five years experience specializing in this type of work. All contractors and their sub-contractors who will be performing any landscape work included in this section of the specification shall be approved by the landscape architect.
 - B. Landscape Contractor shall be licensed and shall carry any necessary insurance and shall protect the Landscape Architect and Owner against all liabilities, claims or demands for injuries or damage to any person or property growing out of the performance of the work under this contract. All workers shall be covered by Workman's Compensation Insurance.

- IV. Requirements of Regulatory Agencies
- A. Certificates of inspection shall accompany the invoice for each shipment of plants as may be required by law for transportation. File certificates with the landscape architect prior to acceptance of the material. Inspection by federal or state authorities at place of growth does not preclude rejection of the plants at the site.

- V. Submittals
- A. Manufacturer's Data: Submit copies of the manufacturer's and/or source data for all materials specified, including soils, soil amendments and fertilizer materials. Comply with regulations applicable to landscape materials.
 - B. Samples: Submit samples of all topsoil, soil mixes, mulches, and organic materials. Samples shall weigh 1 kg (2 lb) and be packaged in plastic bags. Samples shall be typical of the lot of material to be delivered to the site and provide an accurate indication of color, texture, and organic makeup of the material.
 - C. Nursery Sources: Submit a list of all nurseries that will supply plants, along with a list of the plants they will provide and the location of the nursery.
 - D. Soil Test: Submit soil test analysis report for each sample of topsoil and planting mix from a soil testing laboratory approved by the landscape architect.

1. Provide a particle size analysis, including the following gradient of mineral content:
- | USDA Designation | Size in mm |
|------------------|--------------------|
| Gravel | +2 mm |
| Very Course Sand | 1-2 mm |
| Coarse Sand | 0.5-1 mm |
| Medium Sand | 0.25-0.5 mm |
| Fine Sand | 0.1-0.25 mm |
| Very fine sand | 0.05-0.1 mm |
| Silt | 0.002-0.05 mm |
| Clay | smaller than 0.002 |
2. Provide a chemical analysis, including the following:
- a. pH and buffer pH
 - b. Percentage of organic content by oven-dried weight.
 - c. Nutrient levels by parts per million, including phosphorus, potassium magnesium, manganese, iron, zinc, and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil based on the requirements of horticultural plants.
 - d. Soluble salt by electrical conductivity of a 1:2, soil: water, sample measured in millimho per cm.
 - e. Cation exchange capacity (CEC).

- E. Material Testing: Submit the manufacturers particle size analysis, and the pH analysis and provide a description and source location for the content material of all organic materials.
- F. Maintenance Instructions: Prior to the end of maintenance period, Landscape Contractor shall furnish three copies of written maintenance instructions to the Landscape Architect for transmittal to the Owner for maintenance and care of installed plants through their full growing season.

- VI. Utility Verification
- A. The contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

Part 2. Materials

- I. Plants
- A. Plants shall be true to species and variety specified and nursery-grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug.
 - 1. All plant names and descriptions shall be as defined in Hortus Third.
 - 2. All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock and Florida Department of Agriculture Grades and Standards for Nursery Plants.
 - 3. Unless approved by the landscape architect, plants shall have been grown at a latitude not more than 325 km (200 miles) north or south of the latitude of the project unless the provenance of the plant can be documented to be compatible with the latitude and cold hardness zone of the planting location.

- B. Unless specifically noted, all plants shall be exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.
- 1. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 20 mm (3/4 in.) in diameter that are not completely closed will be rejected.

- C. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the landscape architect. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant.
- 1. Caliper measurements shall be taken on the trunk 150 mm (6 in.) above the natural ground line for trees up to and including 100 mm (4 in.) in caliper, and 300 mm (12 in.) above the natural ground line for trees over 100 mm (4 in.) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of sizes is given, no plant shall be less than the minimum size, and no less than 1/50 percent of the plants shall be as large as the maximum size specified. Measurements specified are minimum sizes acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the Florida Department of Agriculture Grades and Standards for Nursery Plants, shall be rejected.

- D. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect. If proof is submitted in writing that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
- E. The plant schedule provided at the end of this section, or on the drawing, is for the contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The contractor shall ensure that all plant materials shown on the drawings are included in his or her bid.
- F. All plants shall be labeled by plant name. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.

- G. Selection and Tagging
- 1. Plants shall be subject to inspection for conformity to specification requirements and approval by the landscape architect at their place of growth and upon delivery. Such approval shall not impair the right of inspection and rejection during progress of the work.
- 2. A written request for the inspection of plant material at their place of growth shall be submitted to the landscape architect at least ten calendar days prior to digging. This request shall state the place of growth and the quantity of plants to be inspected. The landscape architect may refuse inspection at this time if, in his or her judgment, sufficient quantities of plants are not available for inspection or landscape architect deems inspection is not required.
- 3. All field grown deciduous trees shall be marked to indicate the trees north orientation in the nursery. Place a 1-in. diameter spot of white paint onto the north side of the tree trunk within the bottom 12 inches of the trunk.

- H. Anti-Desiccants
- 1. Anti-desiccants, if specified, are to be applied to plants in full leaf immediately before digging or as required by the landscape architect. Anti-desiccants are to be sprayed so that all leaves and branches are covered with a continuous protective film.

- I. Balled and Burlapped (B&B) Plant Materials
- 1. Trees designated B&B shall be properly dug with firm, natural balls of soil retaining as many fibrous roots as possible, in sizes and shapes as specified in the Florida Department of Agriculture Grades and Standards for Nursery Plants. Balls shall be firmly wrapped with synthetic, natural, or treated burlap, and/or wire. All synthetic fabric should be removed from the rootball prior to planting. True biodegradable burlap can be left around the root ball. The root collar shall be apparent at surface of ball. Trees with loose, broken, processed, or manufactured root balls will not be accepted, except with special written approval before planting.

- J. Container Plants
- 1. Plants grown in containers shall be of appropriate size for the container as specified in the most recent edition of the Florida Department of Agriculture Grades and Standards for Nursery Plants and be free of circling roots on the exterior and interior of the root ball.
- 2. Container plants shall have been grown in the container long enough to have established roots throughout the growing medium.

- K. Bareroot and Collected Plants
- 1. Plants designated as bareroot or collected plants shall conform to the American Standard for Nursery Stock.
- 2. Bareroot material shall not be dug or installed after bud break or before dormancy.
- 3. Collected plant material that has not been taken from active nursery operations shall be dug with a root ball spread at least 1/3 greater than nursery grown plants. When specified or approved, shall be in good health, free from disease, insect or weed infestation and shall not be planted before inspection and acceptance at the site. Testing may be required at the discretion of the Landscape Architect and/or the Owner and shall be provided at no additional cost.

- L. Specimen Material: Plant material specified as specimens are to be approved by the Landscape Architect before being brought to the site. Unless otherwise noted on the drawings, these plants shall be Florida Fancy.

- M. Palms
- 1. Coconut Palms shall be grown from a certified seed.
- 2. All palm species except Sabal palmetto shall have roots adequately wrapped before transporting.
- 3. Sabal palms shall have a hurricane cut. Sabal palms shall be installed on site at the earliest opportunity in the construction process. All Sabal palms shall be from Palm Beach County or other sandy soils. All Sabal palms shall be Florida Fancy.
- 4. For booted trunk palms, trunks shall have clean intact boots firmly attached to the palm trunk. For slick trunk palms, trunk shall be clear and free from defect and scars.
- 5. The Contractor shall treat all palms as required to prevent infestation by the palmetto weevil.

- N. Sod
- 1. Sod shall be graded #1 or better. Sod shall be loam or muck grown with a firm, full texture and good root development. Sod shall be thick, healthy and free from defects and debris including but not limited to dead thatch, insects, fungus, diseases and contamination by weeds, other grass varieties or objectionable plant material.
- 2. Sod shall be sufficiently thick to insure a dense stand of live grass. Sod shall be live, fresh, and unjured at the time of planting. Plant sod within 48 hours after harvesting.
- 3. Sod area shall be all areas not otherwise identified and shall include the area beyond the property line to the edge of pavement and/or edge of water.

- O. Immediately after harvesting plants, protect from drying and damage until shipped and delivered to the planting site. Rootballs shall be checked regularly and watered sufficiently to maintain root viability.

- P. Transportation and Storage of Plant Material
- 1. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
- 2. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the landscape architect may reject the injured tree(s) and order them replaced at no additional cost to the owner. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
- 3. All bareroot stock sent from the storage facility shall be adequately covered with wet soil, sawdust, woodchips, moss, peat, straw, hay, or other acceptable moisture-holding medium, and shall be covered with tarpaulin or canvas. Loads that are not protected in the above manner may be rejected.
- 4. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

- Q. Mechanized Tree Spade Requirements
- Trees may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar B&B root-ball diameter according to the American Standard for Nursery Stock or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the landscape architect prior to use. Trees shall be planted at the designated locations in the manner shown in the plans, and in accordance with applicable sections of the specifications.

- II. Materials for Planting
- A. Mulch: Except as otherwise specified, mulch shall be shredded Melaleuca mulch - grade "A". All Melaleuca mulch shall be made entirely from the wood and bark of the Melaleuca quinquinervia tree. It shall not contain more than 10% bark (by volume). Shreds and chips shall not be larger than 3/4" diameter and 1 1/2" in length. Mulch shall be free of weeds, seeds, and any other organic or inorganic material other than Melaleuca wood and bark. It shall not contain stones or other foreign material that will prevent its eventual decay. This shall be applied to all planted areas where indicated so that, after installation, the mulch thickness will not be less than 3". Submit sample for approval.
 - B. Peat: Shall be horticultural peat composed of not less than 60% decomposed organic matter by weight, on an oven dried basis. Peat shall be delivered to the site in a workable condition free from lumps.
 - C. Gravel Mulch: Use only where specifically indicated on the plans of the size and type shown. Unless otherwise specified it shall be water-worn, hard durable gravel, washed free of loam, sand, clay and other foreign substances. It shall be a minimum of 3" deep and shall be contained with edging or other approved gravel stop as indicated on the plans. It shall be a maximum of 1 1/2", a minimum of 3/4" and of a readily-available natural gravel color range. Provide geotextile filter fabric below aggregate rock. Submit sample for approval.
 - D. Root Barrier: Where specified, root barriers shall be installed on all tree and palm material in accordance with the root barrier detail provided within the plan drawings. Root barriers shall comply with all requirements of the municipality within which they are located as well as with any utility holder requirements of any affected utilities. In the event that conflicting requirements exist between the root barrier detail provided within the plan documents and the municipality/utility holder requirements, the more stringent of the requirements shall be applicable.
 - E. Planter Edging: Use only where specifically indicated on plans. Edging shall be the color black.
 - F. Anti-desiccant: shall be an emulsion specifically manufactured for agricultural use, which provides a protective film over plant surfaces. Anti-desiccants shall be delivered in containers of the manufacturer and shall be mixed according to the manufacturer's directions. Submit manufacturer literature for approval.

- III. Materials for Soil Amendment
- A. Pine Bark: Horticultural-grade milled pine bark, with 80 percent of the material by volume sized between 0.1 and 15.0 mm.
 1. Pine bark shall be aged sufficiently to break down all woody material. Pine bark shall be screened.
 2. pH shall range between 4 and 7.0.
 3. Submit manufacturer literature for approval.
 - B. Organic Matter: Leaf matter and yard waste composted sufficiently to break down all woody fibers, seeds, and leaf structures, and free of toxic and nonorganic matter. Organic matter shall be commercially prepared compost. Submit 0.5 kg (1 lb) sample and suppliers literature for approval.
 - C. Course Sand: Course concrete sand, ASTM C-33 Fines Aggregate, with a Fines Modulus Index of 2.75 or greater.
 1. Sands shall be clean, sharp, natural sands free of limestone, shale and slate particles.
 2. Provide the following particle size distribution:

Sieve	Percentage Passing
3/8 in (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 8 (2.36 mm)	80-100
No. 16 (1.18 mm)	50-85
No. 30 (0.60 mm)	25-60
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10
 - D. Lime: shall be ground, palletized, or pulverized lime manufactured to meet agricultural standards and contain a maximum of 60 percent oxide (i.e. calcium oxide plus magnesium oxide). Submit manufacturer literature for approval.
 - E. Sulfur: shall be flowers of sulfur, pelletized or granular sulfur, or iron sulfate. Submit manufacturer literature for approval.
 - F. Fertilizer: Agricultural fertilizer of a formula indicated by the soil test. Fertilizers shall be organic, slow-release compositions whenever applicable. Submit manufacturer literature for approval.

- IV. Planting Mix
- A. Planting Mix
 - 1. Planting Mix for Trees, Shrubs, Groundcovers and vines: Check with landscape architect for appropriate mixture.
 - 2. Planting Mix for Palms: Mixture of course sand and peat mixed to the following proportion:

Component	Percent by Volume
Coarse Sand	75%
Peat	25%
 - B. Planting mix shall be thoroughly mixed, screened, and shredded.
 - C. Prior to beginning the mixing process, submit a 1-kg (2-lb) sample of the proposed mix with soil test results that indicate the mix ratio and the results achieved.
 - D. During the mixing process but prior to installing the mix, submit a 1-kg (2-lb) sample for each 200 cubic yards (250 cubic yards) of planting mix, taken randomly from the finished soil mix, with soil test results for approval. In the event that the test results do not meet the required particle size distribution, remix and resubmit a revised planting mix.
 - E. Make all amendments of lime/sulfur and fertilizer indicated by the soil test results at the time of mixing.
 - F. All mixing shall take place in the contractors yard, using commercial mixing equipment sufficient to thoroughly mix all components uniformly
 - G. Protect the planting mix from erosion prior to installation.

Part 3. Execution

- Excavation of Planted Areas
 - A. Locations for plants and/or outlines of areas to be planted are to be staked out at the site. Locate and mark all subsurface utility lines. Approval of the stakeout by the landscape architect is required before excavation begins.
 - B. Tree, shrub, and groundcover beds are to be excavated to the depth and widths indicated on the landscape plan detail drawings. If the planting area under any tree is initially dug too deep, the soil added to bring it up to the correct level should be thoroughly tamped.
 1. The sides of the excavation of all planting areas shall be sloped at a 45 degrees. The bottom of all beds shall slope parallel to the proposed grades or toward any subsurface drain lines within the planting bed. The bottom of the planting bed directly under any tree shall be horizontal such that the tree sits plumb.
 2. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not excavate compacted subgrades of adjacent pavement or structures.
 3. Subgrade soils shall be separated from the topsoil, removed from the area, and not used as backfill in any planted or lawn area. Excavations shall not be left uncovered or unprotected overnight.
 - C. For trees and shrubs planted in individual holes in areas of good soil that is to remain in place and/or to receive amendment in the top 150-mm (6 in.) layer, excavate the hole to the depth of the root ball and to widths shown on the drawing. Slope the sides of the excavation at a 45 degree angle up and away from the bottom of the excavation.
 1. In areas of slowly draining soils, the root ball may be set up to 75 mm (3 in.) or 1/8 of the depth of the root ball above the adjacent soil level.
 2. Save the existing soil to be used as backfill around the tree.
 3. On steep slopes, the depth of the excavation shall be measured at the center of the hole and the excavation dug as shown on the drawings.
 - D. Detrimental soil conditions: The landscape architect is to be notified, in writing, of soil conditions encountered, including poor drainage, that the contractor considers detrimental to the growth of plant material. When detrimental conditions are uncovered, planting shall be discontinued until instructions to resolve the conditions are received from the landscape architect.
 - E. Obstructions: If rock, underground construction work, utilities, tree roots, or other obstructions are encountered in the excavation of planting areas, alternate locations for any planting shall be determined by the landscape architect.

- II. Installation of Planting Mix
 - A. Prior to the installation of the planting mix, install subsurface drains, irrigation main lines, lateral lines, and irrigation risers shown on the drawings.
 - B. The landscape architect shall review the preparation of subgrades prior to the installation of planting mix.
 - C. Do not proceed with the installation of planting mix until all utility work in the area has been installed.
 - D. Protect adjacent walks, walls, and utilities from damage or staining by the soil. Use 12-mm (1/2 in.) plywood and/or plastic sheeting as directed to cover existing concrete, metal, masonry work, and other items as directed during the progress of the work.
 1. Clean up any soil or dirt spilled on any paved surface at the end of each working day.
 2. Any damage to the paving or architectural work caused by the soils installation contractor shall be repaired by the general contractor at the soils installation contractors expense.
 - E. Till the subsoil into the bottom layer of topsoil or planting mix.
 1. Loosen the soil of the subgrade to a depth of 50 to 75 mm (2 to 3 in.) with a rototiller or other suitable device.
 2. Spread a layer of the specified topsoil or planting mix 50 mm (2 in.) deep over the subgrade. Thoroughly till the planting mix and the subgrade together.
 3. Immediately install the remaining topsoil or planting mix in accordance with the following specifications. Protect the tilled area from traffic. DO NOT allow the tilled subgrade to become compacted.
 4. In the event that the tilled area becomes compacted, till the area again prior to installing the planting mix.
 - F. Install the remaining topsoil or planting mix in 200- to 250-mm (8- to 10-in.) lifts to the depths and shown on the drawing details. The depths and grades shown on the drawings are the final grades after soil settlement and shrinkage of the organic material. The contractor shall install the soil at a higher level to anticipate this reduction of soil volume, depending on predicted settling properties for each type of soil.
 1. Phase the installation of the soil such that equipment does not have to travel over already-installed topsoil or planting mixes.
 2. Compact each lift sufficiently to reduce settling but not enough to prevent the movement of water and feeder roots through the soil. The soil in each lift should feel firm to the foot in all areas and make only slight heel prints. Overcompaction shall be determined by the following field percolation test.
 - a. Dig a hole 250 mm (10 in.) in diameter and 250 mm (10 in.) deep.
 - b. Fill the hole with water and let it drain completely. Immediately refill the hole with water, and measure the rate of fall in the water level.
 - c. In the event that the water drains at a rate less than 25 mm (1 in.) per hour, fill the soil to a depth required to break the overcompaction.
 - d. The landscape architect shall determine the need for, and the number and location of percolation tests based on observed field conditions of the soil.
 - 3. Maintain moisture conditions within the soils during installation to allow for satisfactory compaction. Suspend installation operations if the soil becomes wet. Do not place soils on wet subgrade.
 - 4. Provide adequate equipment to achieve consistent and uniform compaction of the soils. Use the smallest equipment that can reasonably perform the task of spreading and compaction.
 - 5. Add lime, sulfur, fertilizer, and other amendments during soil installation. Spread the amendments over the top layer of soil and till into the top 100 mm (4 in.) of soil.
 - 6. Protect soil from overcompaction after placement. An area that becomes overcompacted shall be tilled to a depth of 125 mm (6 in.). Uneven or settled areas shall be filled and regraded.

- III. Fine Grading
 - A. It shall be the responsibility of the Contractor to finish grade (min. 6" below adjacent F.F.E.). Finish grades in planting areas shall be one inch lower than adjacent paving and are to include 3" of mulching. New earthwork shall blend smoothly into the existing earthwork, and grades shall pitch evenly between spot grades. All planted areas must pitch to drain at a minimum of 1/4" per foot. Any discrepancies not allowing this to occur shall be reported to the Landscape Architect prior to continuing work.
 - B. Fill all dips and remove any bumps in the overall plane of the slope.
 1. The tolerance for dips and bumps in lawn areas shall be a 12-mm (1/2 in.) deviation from the plane in 3,000 mm (10 ft).
 2. The tolerance for dips and bumps in shrub planting areas shall be a 25-mm (1 in.) deviation from the plane in 3,000 mm (10 ft).
 3. All fine grading shall be inspected and approved by the landscape architect prior to planting, mulching, sodding, or seeding.
 - C. Berms shall not be placed within 10' of any existing tree nor will it be allowed to encroach upon any utility, drainage, or maintenance easement. Berming shall not impede or obstruct any necessary swales needed to drain other areas for the property.

- IV. Planting Operations
 - A. Plants shall be set on flat-tamped or unexcavated pads at the same relationship to finished grade as they were to the ground from which they were dug, unless otherwise noted on the drawings. Plants must be set plumb and braced in position until topsoil or planting mix has been placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Plants shall be set so that they will be at the same depth and so that the root ball does not shift or move laterally one year later.
 1. Determine the elevation of the root flare and ensure that it is planted at grade. This may require that the tree be set higher than the grade in the nursery.
 2. If the root flare is less than 50 mm (2 in.) below the soil level of the root ball, plant the tree the appropriate level above the grade to set the flare even with the grade. If the flare is more than 50 mm (2 in.) at the center of the root ball the tree shall be rejected.
 - B. Lift plants only from the bottom of the root balls or with belts or lifting harnesses of sufficient width not to damage the root balls. Do not lift trees by their trunk or use the trunk as a lever in positioning or moving the tree in the planting area.
 - C. Remove plastic, paper, or fiber pots from containerized plant material. Pull roots out of the root mat. Loosen the potting medium and shake away from the root mat. Immediately after removing the container, install the plant such that the roots do not dry out.
 - D. The roots of bare-root trees shall be pruned at the time of planting to remove damaged or undesirable roots (those likely to become a detriment to future growth of the root system). Bare-root trees shall have the roots spread to approximate the natural position of the roots and shall be centered in the planting pit. The planting-soil backfill shall be worked firmly into and around the roots, with care taken to fill in completely with no air pockets.
 - E. Cut ropes or strings from the top of shrub root balls and trees smaller than 3 in. caliper after plant material has been set. Remove burlap or cloth wrapping and any wire baskets from around top half of balls. Do not turn under and bury portions of burlap at top of ball.
 1. Do not immediately remove the ropes and burlap from trees larger than 3 in. caliper. Return to each tree three months after planting and cut all ropes around the trunks and tops of the root balls of these trees.
 2. Completely remove any waterproof or water-repellant strings or wrappings from the root ball and trunk before backfilling.
 - F. Set balled and burlapped trees in the hole with the north marker facing north unless otherwise approved by the landscape architect.
 - G. Place native soil, topsoil, or planting mix into the area around the tree, tamping lightly to reduce settlement.
 1. For plants planted in individual holes in existing soil, add any required soil amendments to the soils, as the material is being backfilled around the plant. Ensure that the amendments are thoroughly mixed into the backfill.
 2. For plants planted in large beds of prepared soil, add soil amendments during the soil installation process.
 - H. Solid sod shall be laid with closely abutting joints with a tamped or rolled, even surface. Stagger strips to offset joints in adjacent courses. Bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. Sod along slopes shall be pegged to hold sod in place along slopes or banks a wood peg acceptable to the Landscape Architect shall be used as no additional cost to the Owner. If, in the opinion of the Landscape Architect, top-dressing is necessary after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in without additional charge.
 - I. Thoroughly water all plants immediately after planting. Apply water by hose directly to the root ball and the adjacent soil.
 - J. Remove all tags, labels, strings, etc. from all plants.
 - K. Remove any excess soil, debris, and planting material from the job site at the end of each workday.
 - L. Form watering saucers 100 mm (4 in.) high immediately outside the area of the root ball of each tree as indicated on the drawings.

- V. Relocation of Existing Material:
 - A. Landscape Contractor shall root prune trees which are to be relocated in accordance with approved horticultural practices and the following procedures.
 1. Select a healthy tree
 2. Selectively trim the canopy removing dead limbs, cross branching over crowned areas, and lower undesirable limbs. Fertilize and water trees before pruning.
 3. Root prune 50% of the root system approximately 18"-2" deep (depending upon species and size). This is done by hand with sharp hand tools or a root pruning saw. The diameter of the root ball to be pruned is 8-12 inches per every one inch of diameter at breast height of the tree.
 4. Back fill the existing soil with peat moss to stimulate new root growth of the pruned roots.
 5. Water in thoroughly and treat with a mycorrhizae and a low nitrogen fertilizer (so not to burn the pruned roots). Brace trees if deemed necessary.
 6. The root pruned tree should be watered every day (especially during warm months of the season), the equivalent of 5 gallons for every DBH of tree per day.
 7. Root pruned trees should be left to stand for a minimum of 6 weeks for trees less than 8" DBH and as long as 3 months for larger specimens prior to transplanting.
 8. For best results and survivorship, new root growth should be evident on root pruned trees prior to transplanting.
 9. Upon transplanting, water should be applied every day as outlined in step 6 for at least one year.

- VI. Staking and Guying
 - A. The Contractor shall stake all trees and palms in accordance with the tree and palm staking details provided within the plan drawings. Alternate methods of guying or staking may be employed with the prior approval of the Landscape Architect.
 - B. The Contractor shall be responsible for the replacement or adjustment of all trees, palms or shrubs that fall or lean during the guarantee period. The Contractor shall be responsible for any damage caused by the falling or leaning of trees.
 - C. Stakes and guys shall be installed immediately upon approval or planting, and shall be removed in accordance with the staking details provide within the plan drawings. Any tree that is not stable at the end of the warranty period shall be rejected.

- VII. Pruning
 - A. Plants shall not be heavily pruned at the time of planting. Pruning is required at planting time to correct defects in the tree structure, including removal of injured branches, watersprouts, suckers, and interfering branches. Healthy lower branches and interior small twigs should not be removed except as necessary to clear walks and roads. In no case should more than one-quarter of the branching structure be removed. Retain the normal or natural shape of the plant.
 - B. All pruning shall be completed using clean, sharp tools. All cuts shall be clean and smooth, with the bark intact with no rough edges or tears.
 - C. Pruning of large trees shall be done from a hydraulic man-lift such that it is not necessary to climb the tree.

- VIII. Mulching
 - A. All trees, palms, shrubs, and other plantings will be mulched with mulch previously approved by the landscape architect. The mulch shall be a minimum 3" thick layer over all tree, shrub and ground cover planting areas, unless otherwise specified. All mulch layers shall be of the specified thickness at the time of the final acceptance of the work. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.
 - B. Place mulch at least 3" in depth in a circle around all trees located in lawn areas. The diameter of the circle shall be 18" in diameter larger than the ball of the plant provided. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.

- IX. Maintenance of Trees, Shrubs, and Vines
 - A. Maintenance shall begin immediately after each plant is planted and continue until its acceptance has been confirmed by the landscape architect.
 - B. Maintenance shall consist of pruning, watering, cultivating, weeding, mulching, fertilizing, lightning and repairing guys and stakes, resetting plants to proper grades or upright position, restoring of the planting saucer, and furnishing and applying such sprays or other materials as necessary to keep plantings free of insects and diseases and in vigorous condition.
 - C. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If a plant becomes damaged or injured, it shall be treated or replaced as directed by the landscape architect at no additional cost.
 - D. Watering: Contractor shall irrigate as required to maintain vigorous and healthy tree growth. Overwatering or flooding shall not be allowed. The contractor shall monitor, adjust, and use existing irrigation facilities, if available, and furnish any additional material, equipment, or water to ensure adequate irrigation. Root balls of all trees and large shrubs shall be spot watered using handheld hoses during the first four months after planting, as required to ensure adequate water within the root ball.
 - E. During periods of restricted water usage, all governmental regulations (permanent and temporary) shall be followed. The contractor may have to transport water from ponds or other sources, at no additional expense to the owner when irrigation systems are unavailable.
 - F. Remove soil ridges from around watering basins prior to end of maintenance period, as directed by Landscape Architect

- X. Acceptance
 - A. The landscape architect shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.
 - B. Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
 - C. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect, the landscape architect shall certify in writing that the work has been accepted.

- XI. Acceptance in Part
 - A. Work may be accepted in parts when the landscape architect and contractor deem that practice to be in their mutual interest. Approval must be given in writing by the landscape architect to the contractor verifying that the work is to be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

- XII. Guarantee Period and Replacements
 - A. The guarantee period for trees and shrubs shall begin at the date of acceptance.
 - B. The contractor shall guarantee all plant material to be in healthy and flourishing condition for a period of one year from the date of acceptance.
 - C. When work is accepted in parts, the guarantee periods extend from each of the partial acceptances to the terminal date of the guarantee of the last acceptance. Thus, all guarantee periods terminate at one time.
 - D. The contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the landscape architect to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.
 - E. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the landscape architect may elect subsequent replacement or credit for that item.
 - F. At the end of the guarantee, the contractor shall reset grades that have settled below the proposed grades on the drawings.
 - G. The contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. If changes are recommended, they shall be submitted in writing to the landscape architect. Claims by the contractor that the owners maintenance practices or lack of maintenance resulted in dead or dying plants will not be considered if such claims have not been documented by the contractor during the guarantee period.

- XIII. Final Inspection and Final Acceptance
 - At the end of the guarantee period and upon written request of the contractor, the landscape architect will inspect all guaranteed work for final acceptance. The request shall be received at least ten calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect at that time, the landscape architect shall certify, in writing, that the project has received final acceptance.



2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.906.2220 www.wgw.com
Cert No. 6091 - LB No. 7055

NO.	DATE	DESCRIPTION	REVISIONS
1	02.08.21	RESUBMITTAL	DN
2	03.17.21	RESUBMITTAL	DN



VIEW LOOKING NORTH EAST FROM 10TH AVE.

RENDERING

SITE PLAN SUBMITTAL 12/12/2020	BY
SITE PLAN RESUBMITTAL 02/05/2021	
SITE PLAN RESUBMITTAL 03/17/2021	

GOLDEN ROAD
APARTMENTS

FOR:
LANDMARK RESIDENTIAL MANAGEMENT, LLC
LOCATED AT:
LAKE WORTH BEACH

George Mouriz
Digitally signed by George Mouriz
Date: 2021.03.17 15:55 -0400

MSA ARCHITECTS, INC.
AAC000895
8950 SW 74th COURT
SUITE 3153
MIAMI, FLORIDA 33156
(305) 273-9911

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DRAWN
DATE 00/00/2016
SCALE AS SHOWN
JOB NO. 1998.PRJ

SHEET TITLE:
RENDERING

SHEET NUMBER:
A-0.1

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SITE PLAN RESUBMITTAL 02/05/2021	
SITE PLAN RESUBMITTAL 03/17/2021	

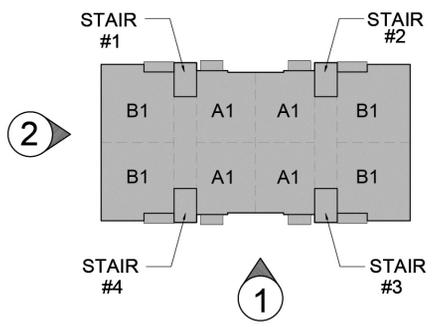
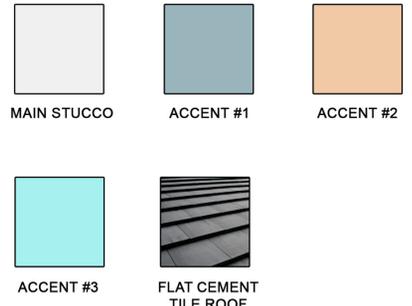


1 FRONT / REAR ELEVATION



2 SIDE ELEVATION

COLOR SCHEME



KEYPLAN
N.T.S

BUILDING TYPE I - ELEVATIONS
SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS
FOR: LANDMARK RESIDENTIAL MANAGEMENT, LLC
LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz
Date: 2021.03.17 10:50:04-0500
Mouriz

GEORGE L. MOURIZ
AR0007606

MSA ARCHITECTS, INC.
AACC000895
8650 SW 74th COURT
MIAMI, FLORIDA 33156
(305) 273-9911

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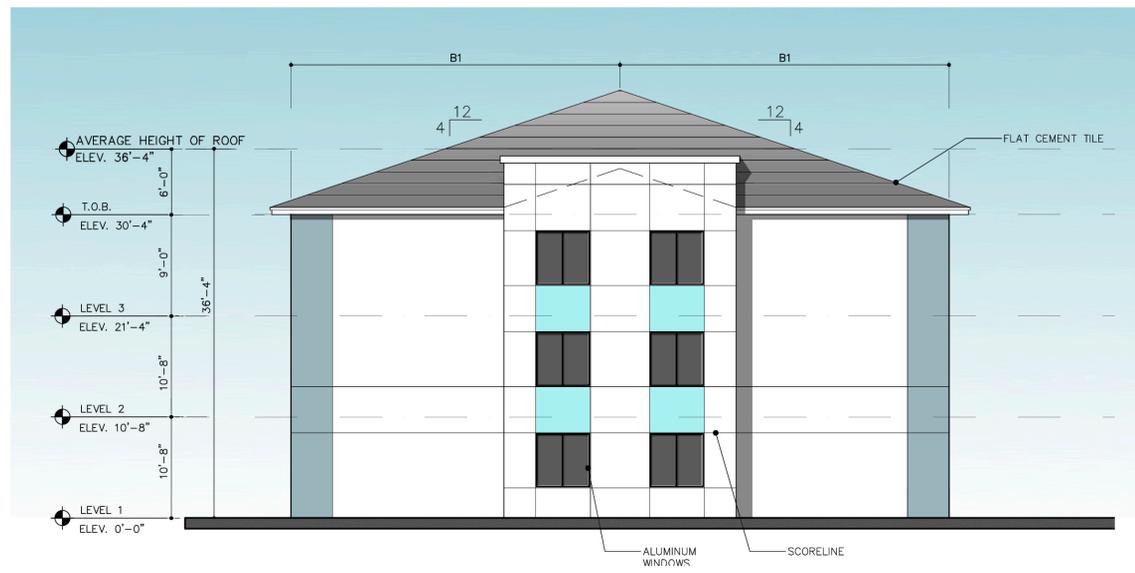
DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	ELEVATIONS
SHEET NUMBER:	A-3.1.1

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	

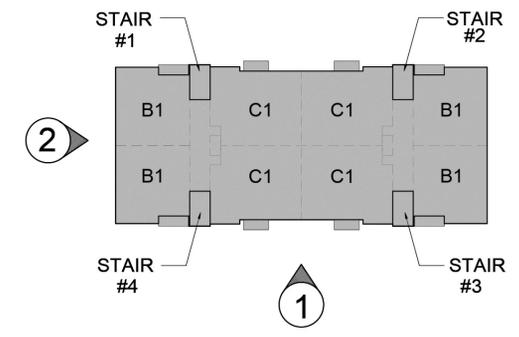
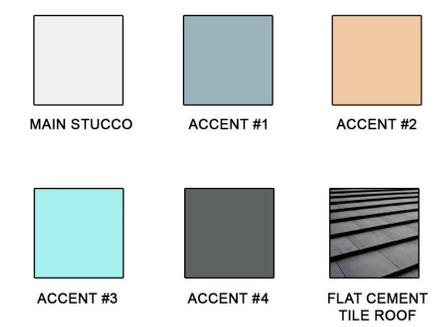


1 FRONT / REAR ELEVATION



2 SIDE ELEVATION

COLOR SCHEME



KEYPLAN

N.T.S.

BUILDING TYPE II - ELEVATIONS
SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS
 FOR: ANDMARK RESIDENTIAL MANAGEMENT, LLC
 LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz
 Date: 2021.03.17 10:25:03 -0400

GEORGE L. MOURIZ
 AR0007806

MSA ARCHITECTS, INC.
 ARCHITECTURE & PLANNING
 8950 SW 74th COURT
 MIAMI, FLORIDA 33156
 (305) 273-9911

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DATE	
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	
ELEVATIONS	
SHEET NUMBER:	
A-3.2.1	

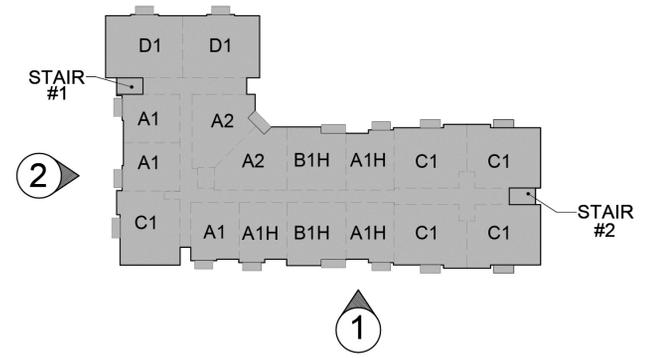
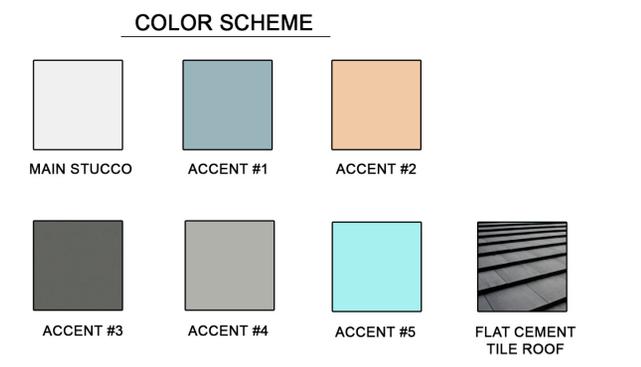
SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	



1 FRONT ELEVATION



2 SIDE ELEVATION



KEYPLAN
N.T.S.

NOTE: ROOF EQUIPMENT TO BE SCREENED BY PARAPET
(SEE ROOF PLANS FOR A/C LOCATION)

BUILDING TYPE III - ELEVATIONS
SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS
FOR: GRANDMARK RESIDENTIAL MANAGEMENT, LLC
LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz
Mouriz
2021.05.17 16:06:04-0400

GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
A0000885
8885 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

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DRAWN	00/00/2016
DATE	
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	
ELEVATIONS	
SHEET NUMBER:	
A-3.3.1	

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

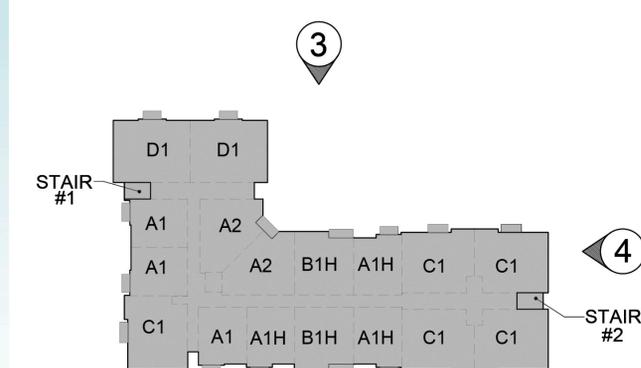
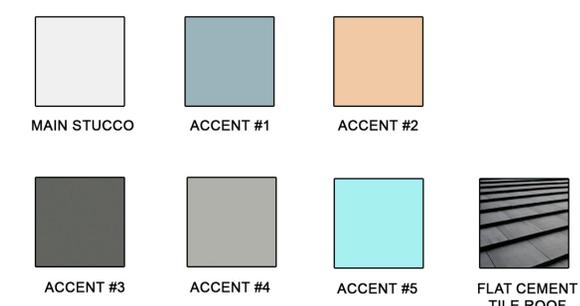


3 REAR ELEVATION



4 SIDE ELEVATION

COLOR SCHEME



KEYPLAN

N.T.S.

NOTE: ROOF EQUIPMENT TO BE SCREENED BY PARAPET
(SEE ROOF PLANS FOR A/C LOCATION)

BUILDING TYPE III - ELEVATIONS

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

GOLDEN ROAD APARTMENTS

FOR: GRANDMARK RESIDENTIAL MANAGEMENT, LLC
LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz
Date: 2021.03.17 10:04:00

GEORGE L. MOURIZ
AR0007806

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AAC000895
8950 SW 74th COURT
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(305) 273-9911

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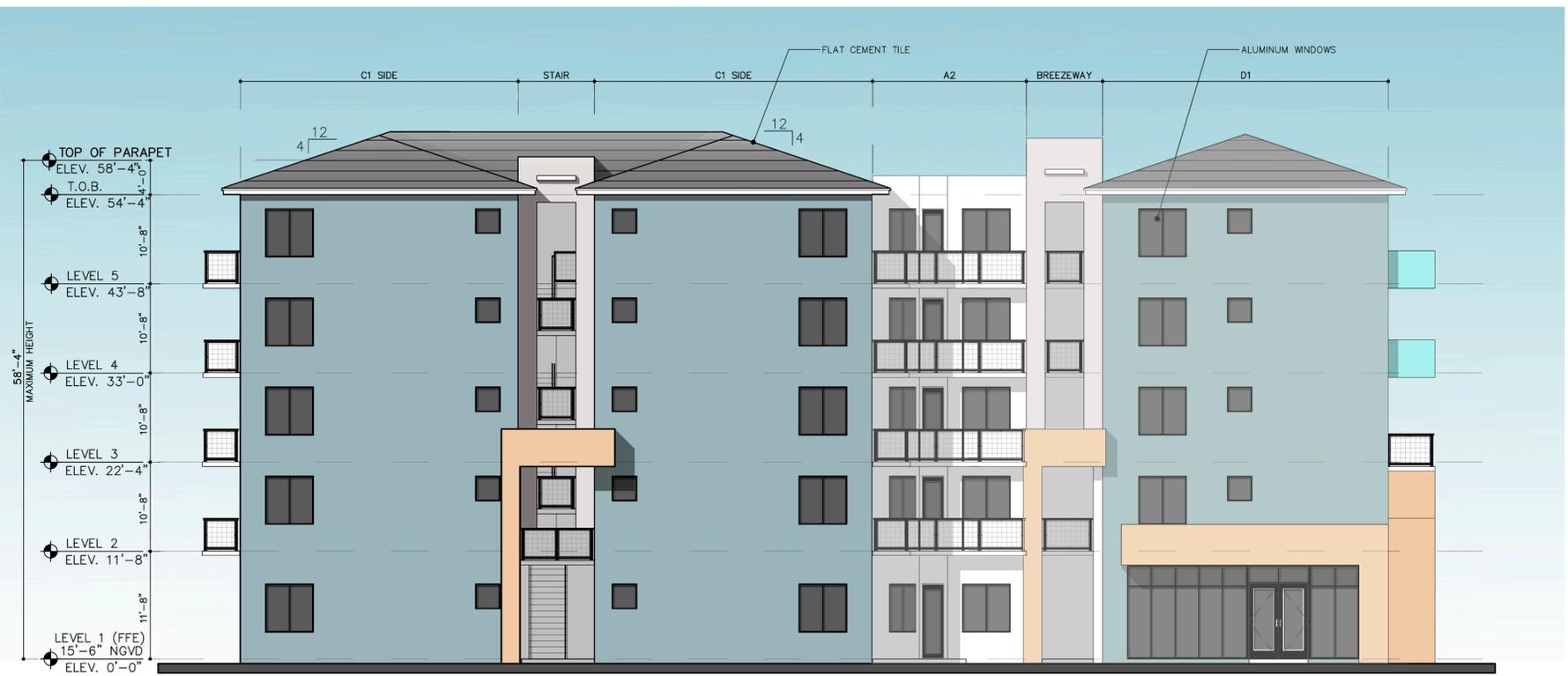
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DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	ELEVATIONS
SHEET NUMBER:	A-3.3.2

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	



3 REAR ELEVATION

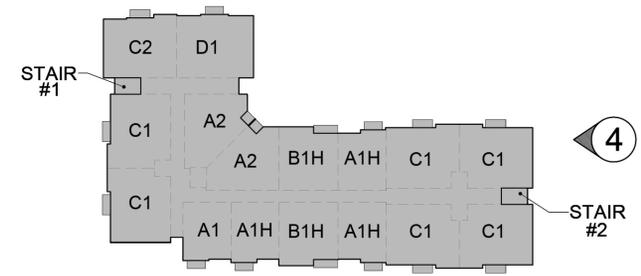


4 SIDE ELEVATION

NOTE: ROOF EQUIPMENT TO BE SCREENED BY PARAPET (SEE ROOF PLANS FOR A/C LOCATION)

COLOR SCHEME

MAIN STUCCO	ACCENT #1	ACCENT #2	
ACCENT #3	ACCENT #4	ACCENT #5	FLAT CEMENT TILE ROOF



KEYPLAN

N.T.S.

BUILDING TYPE III-HYBRID - ELEVATIONS

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

GOLDEN ROAD APARTMENTS
 FOR:
 HANDBRAND MARK RESIDENTIAL MANAGEMENT, LLC
 LOCATED AT:
 LAKE WORTH BEACH

Digitally signed by George Mouriz
 Date: 2021.03.17 13:04:00
 GEORGE L. MOURIZ
 AR007806

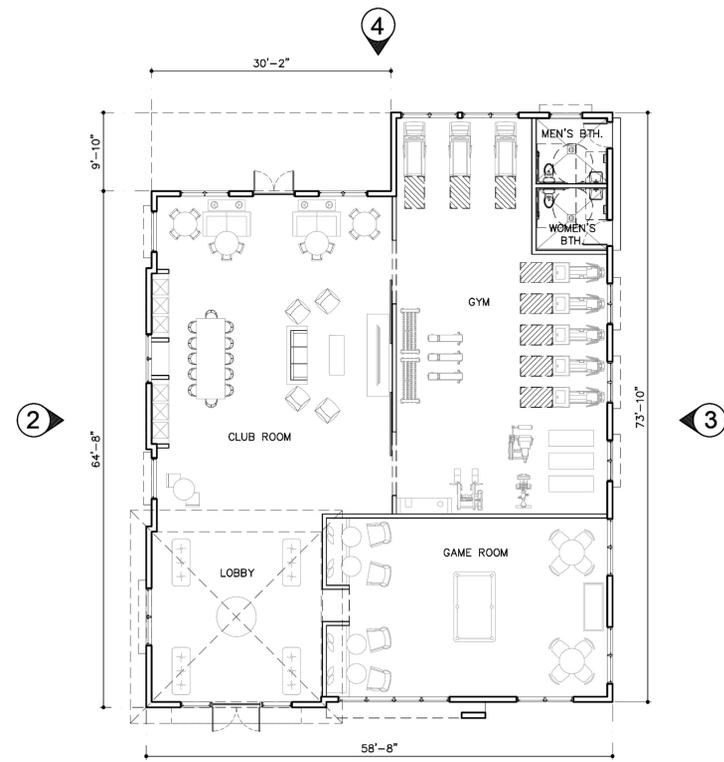
MSA ARCHITECTS, INC.
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 8860 SW 74th COURT
 SUITE 1513
 MIAMI, FLORIDA 33156
 (305) 273-9911

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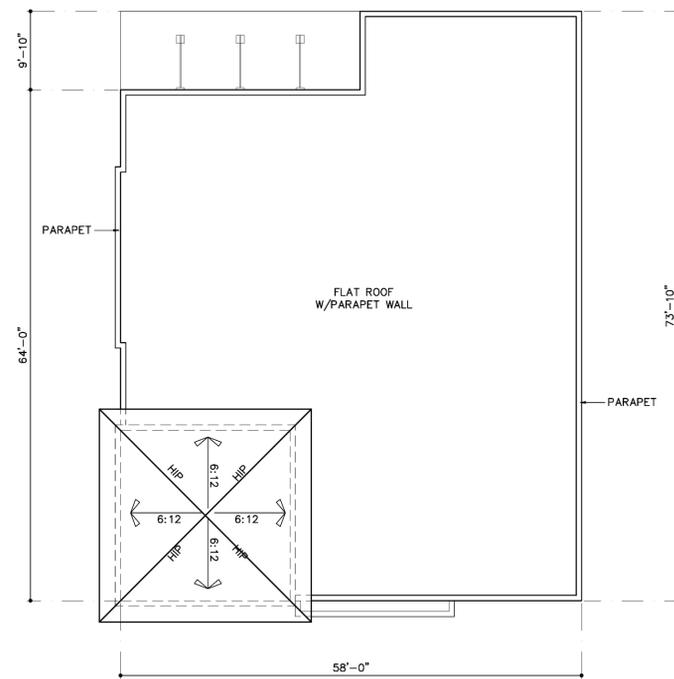
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DRAWN	00/00/2016
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	ELEVATIONS
SHEET NUMBER:	A-3.3A.2

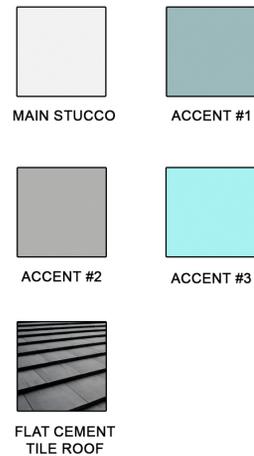


FLOOR PLAN



ROOF PLAN

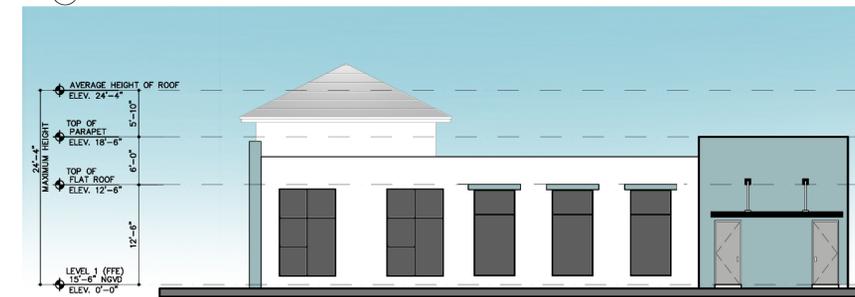
COLOR SCHEME



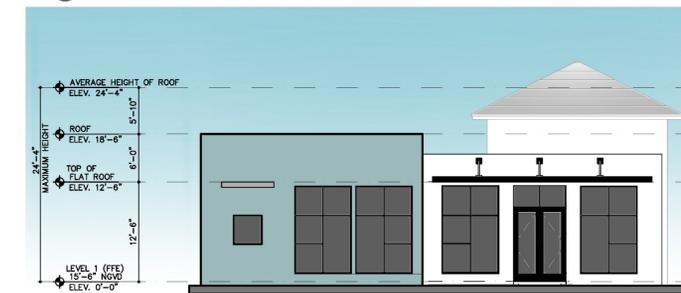
1 FRONT ELEVATION



2 SIDE ELEVATION



3 SIDE ELEVATION



4 REAR ELEVATION

CLUBHOUSE

SCALE: 3/32"=1'-0"

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	

GOLDEN ROAD APARTMENTS
 FOR: MIDMARK RESIDENTIAL MANAGEMENT, LLC
 LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz
 Date: 2021.03.17 11:55:0400
 GEORGE L. MOURIZ
 AR0007806

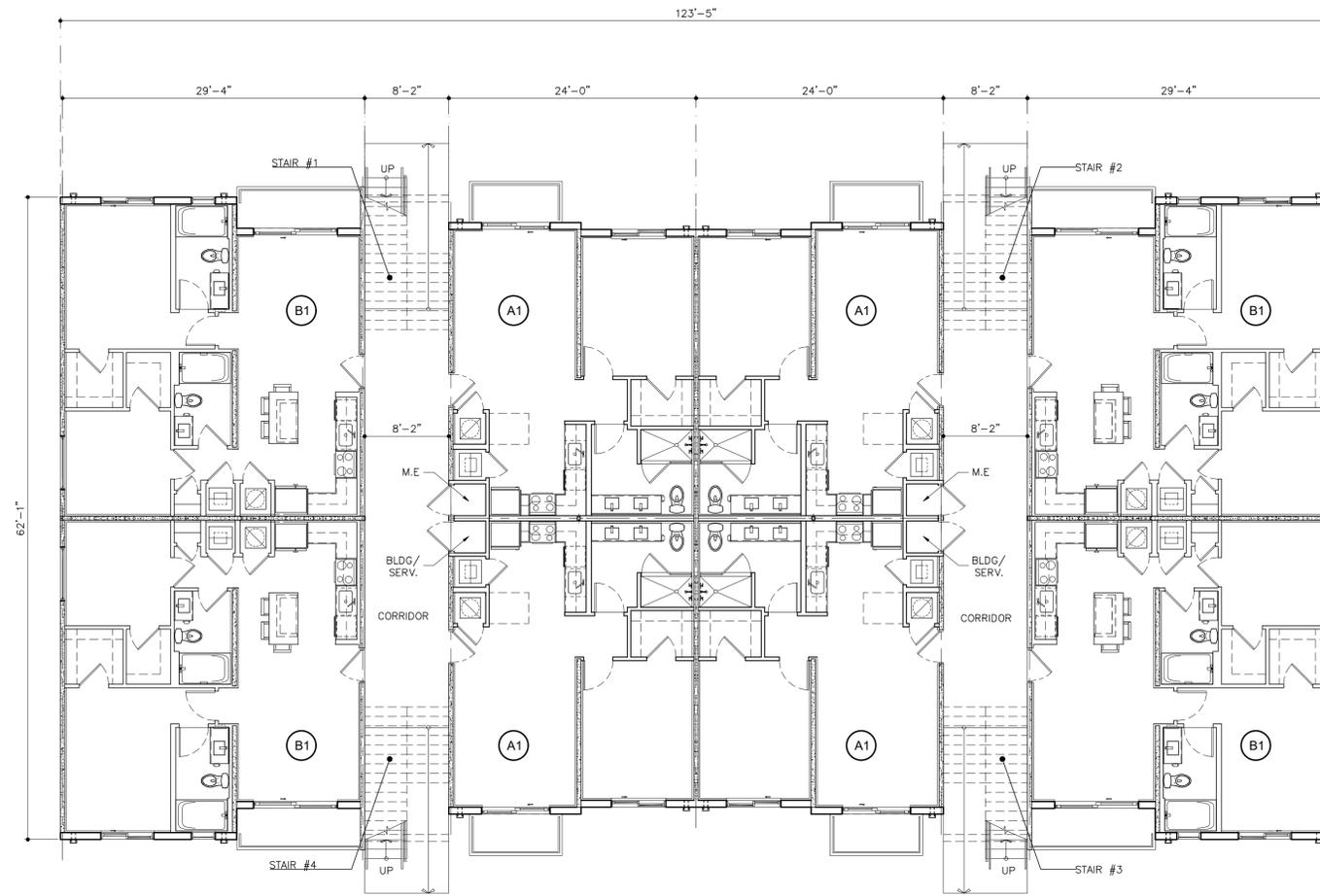
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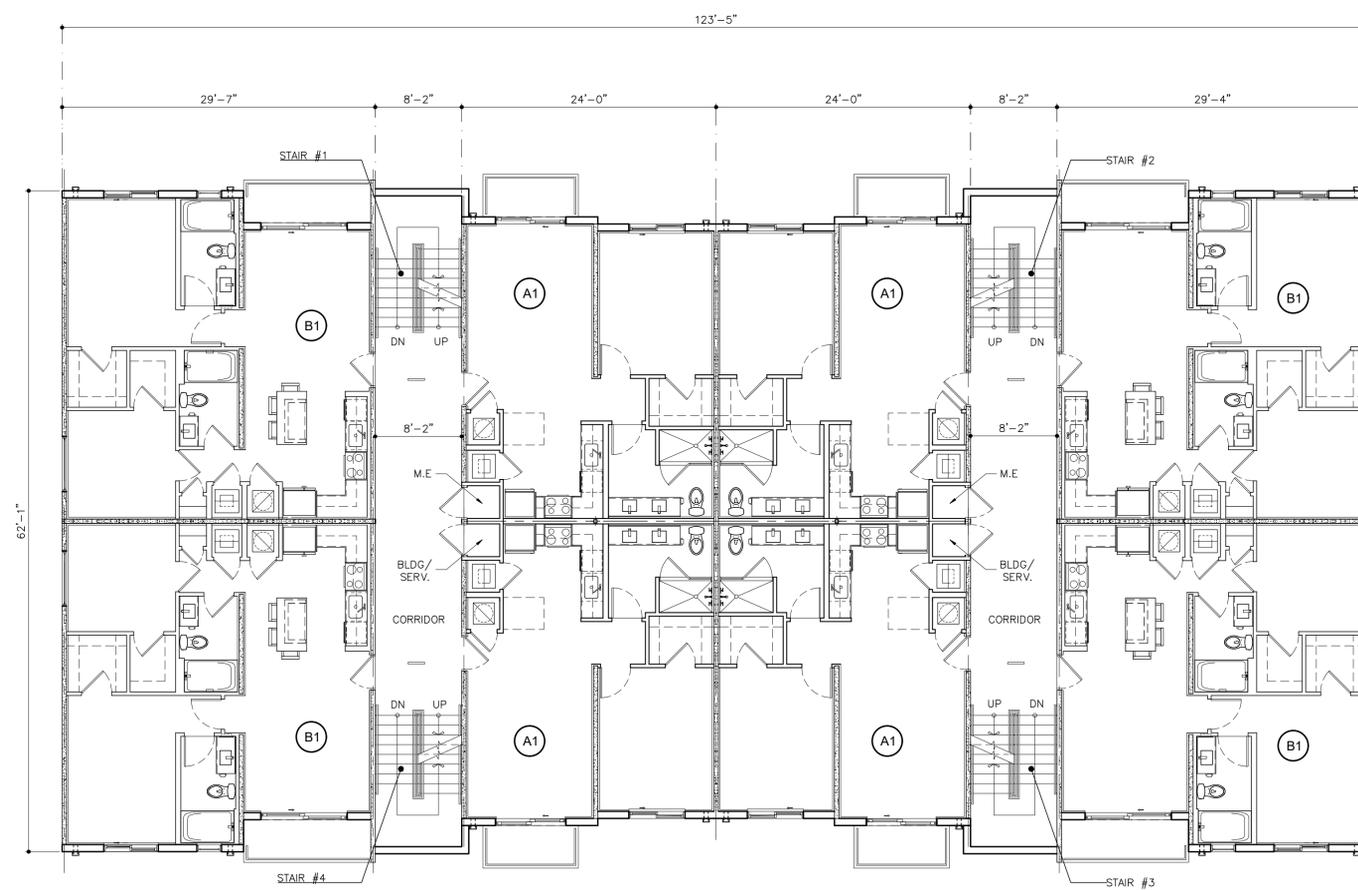
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	CLUBHOUSE
SHEET NUMBER:	CH-2.1



LEVEL 1



LEVEL 2

BUILDING TYPE I

3 STORIES / 24 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

GOLDEN ROAD APARTMENTS

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz** Date: 2023.17.10 10:53:04-0400

GEORGE L. MOURIZ
AR0007806

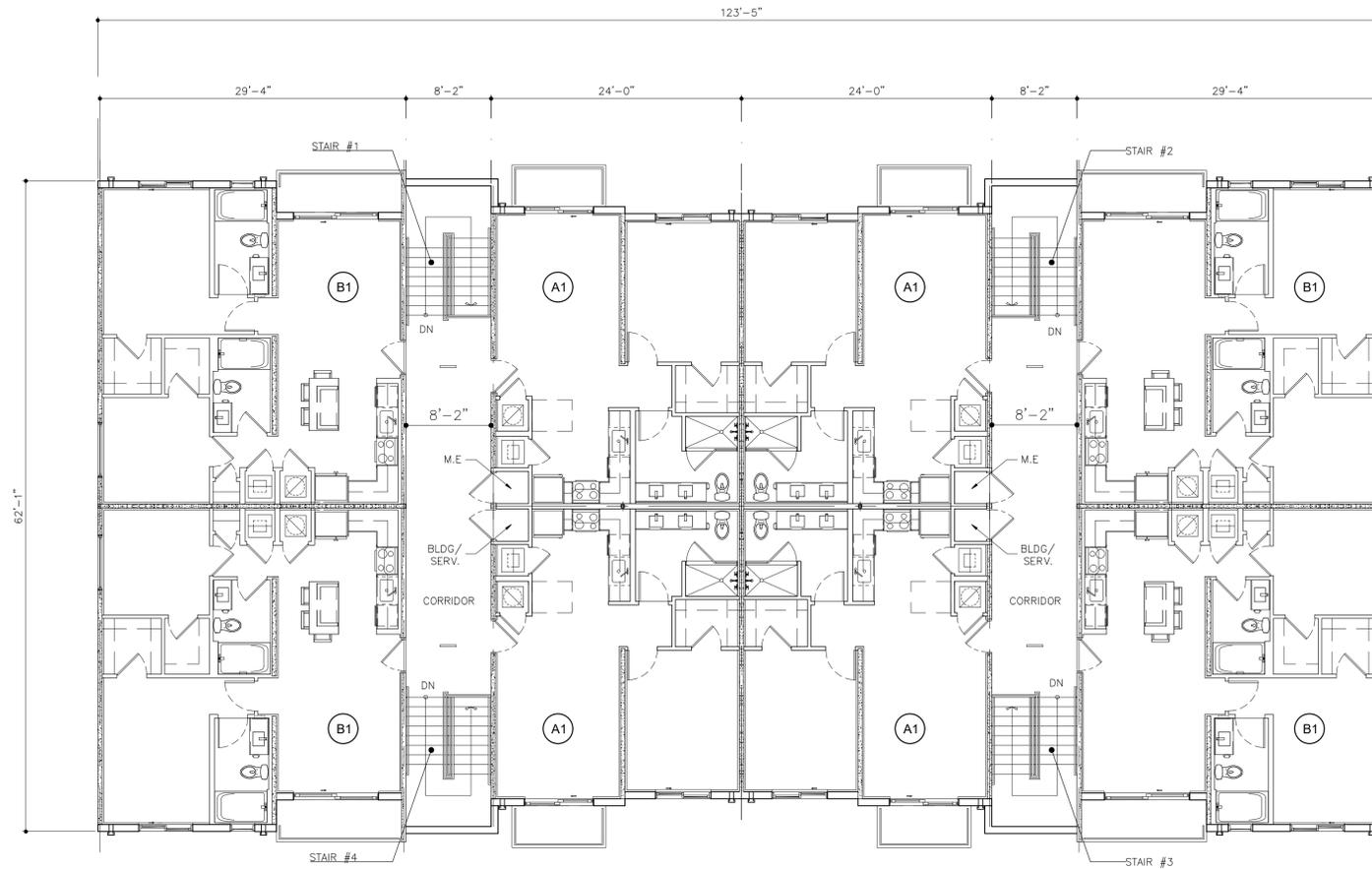
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44000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

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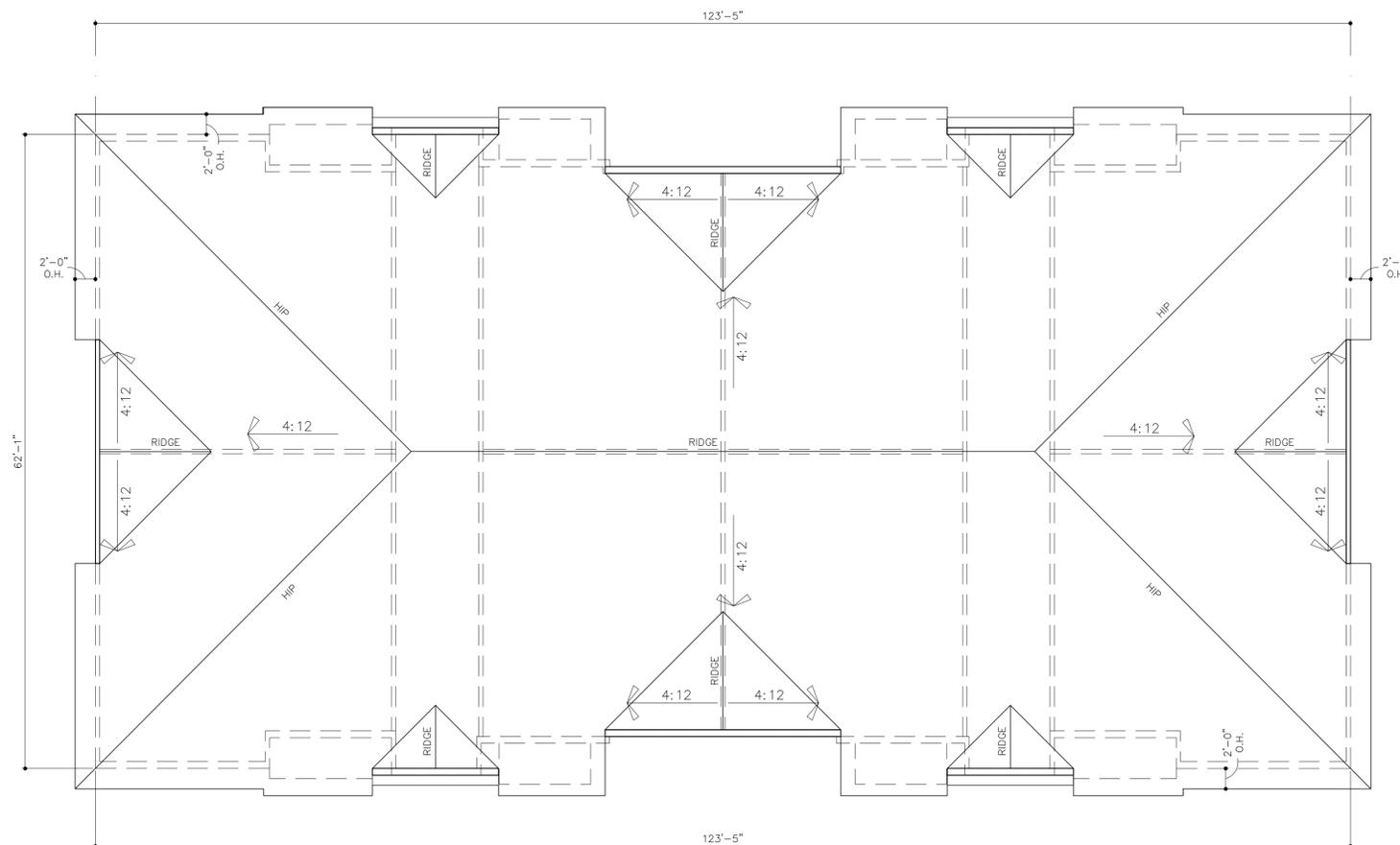
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	BUILDING PLANS TYPE I
SHEET NUMBER:	A-2.1.1



LEVEL 3



ROOF

BUILDING TYPE I

3 STORIES / 24 DU'S

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

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	

GOLDEN ROAD APARTMENTS

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz**
Date: 2016.03.17 10:58:04-0500

GEORGE L. MOURIZ
AR0007806

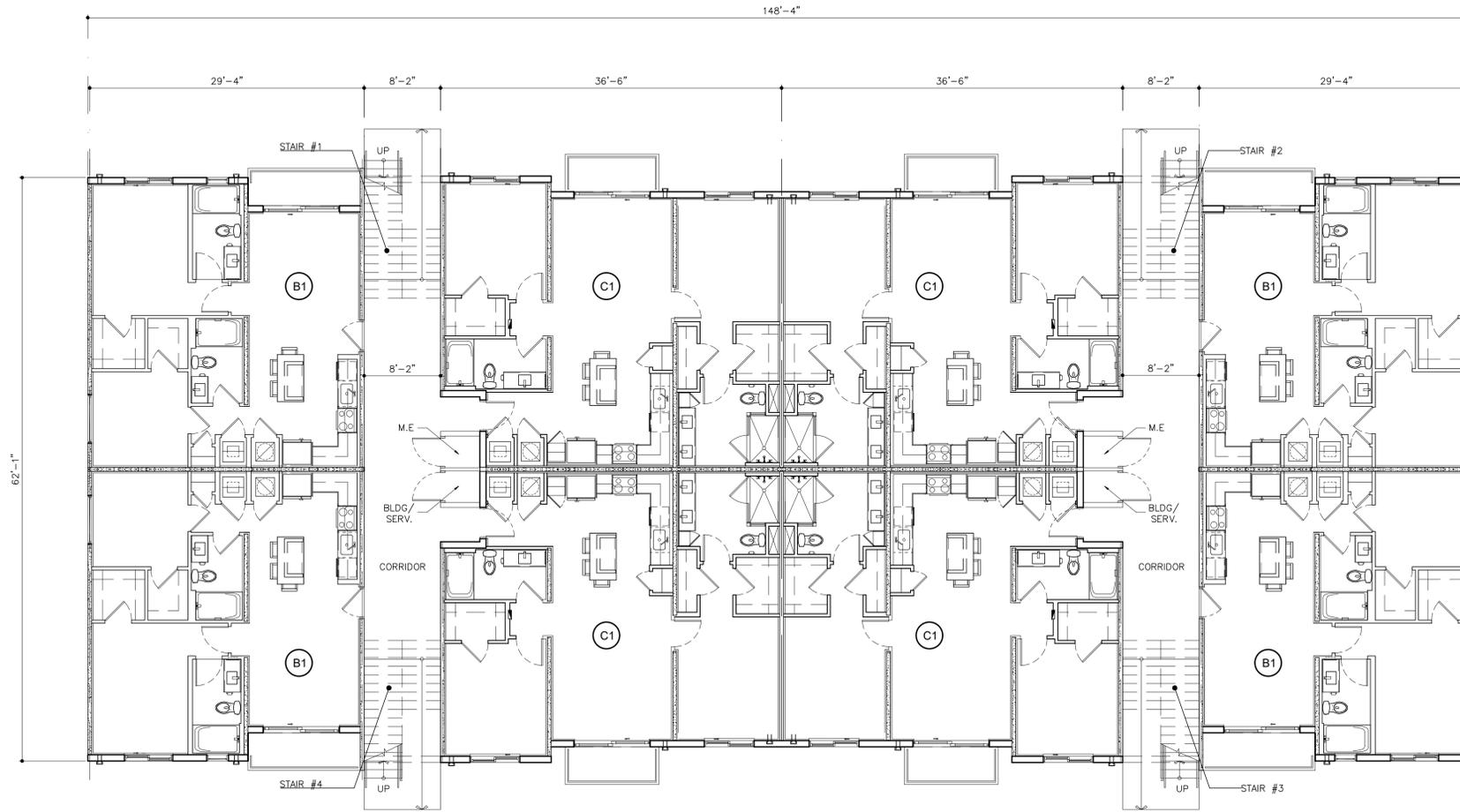
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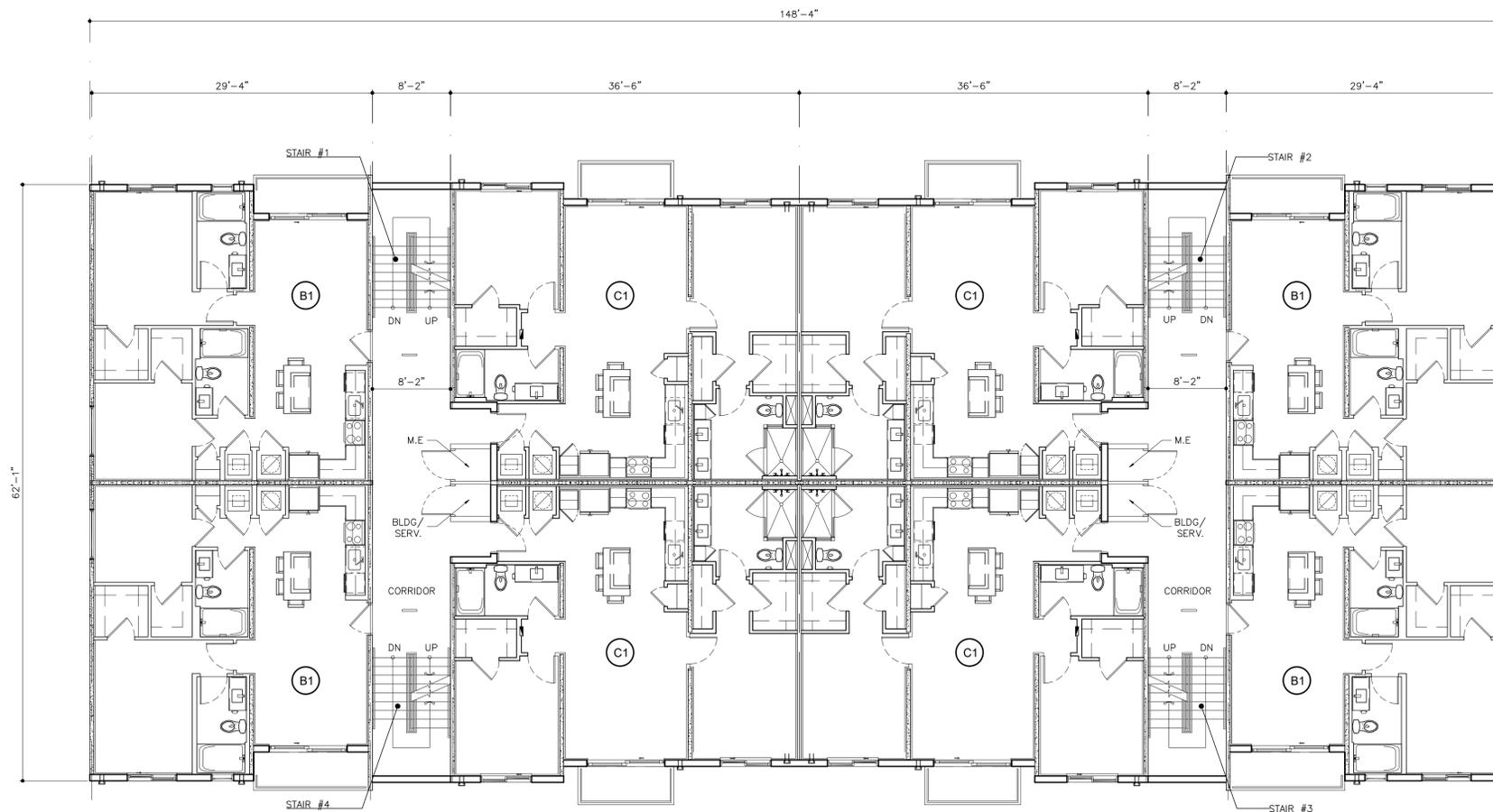
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SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	BUILDING PLANS TYPE I
SHEET NUMBER:	A-2.1.2



LEVEL 1



LEVEL 2

BUILDING TYPE II

3 STORIES / 24 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

GOLDEN ROAD APARTMENTS

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz**
Date: 03.17.2021 10:40:00
GEORGE L. MOURIZ
AR0007806

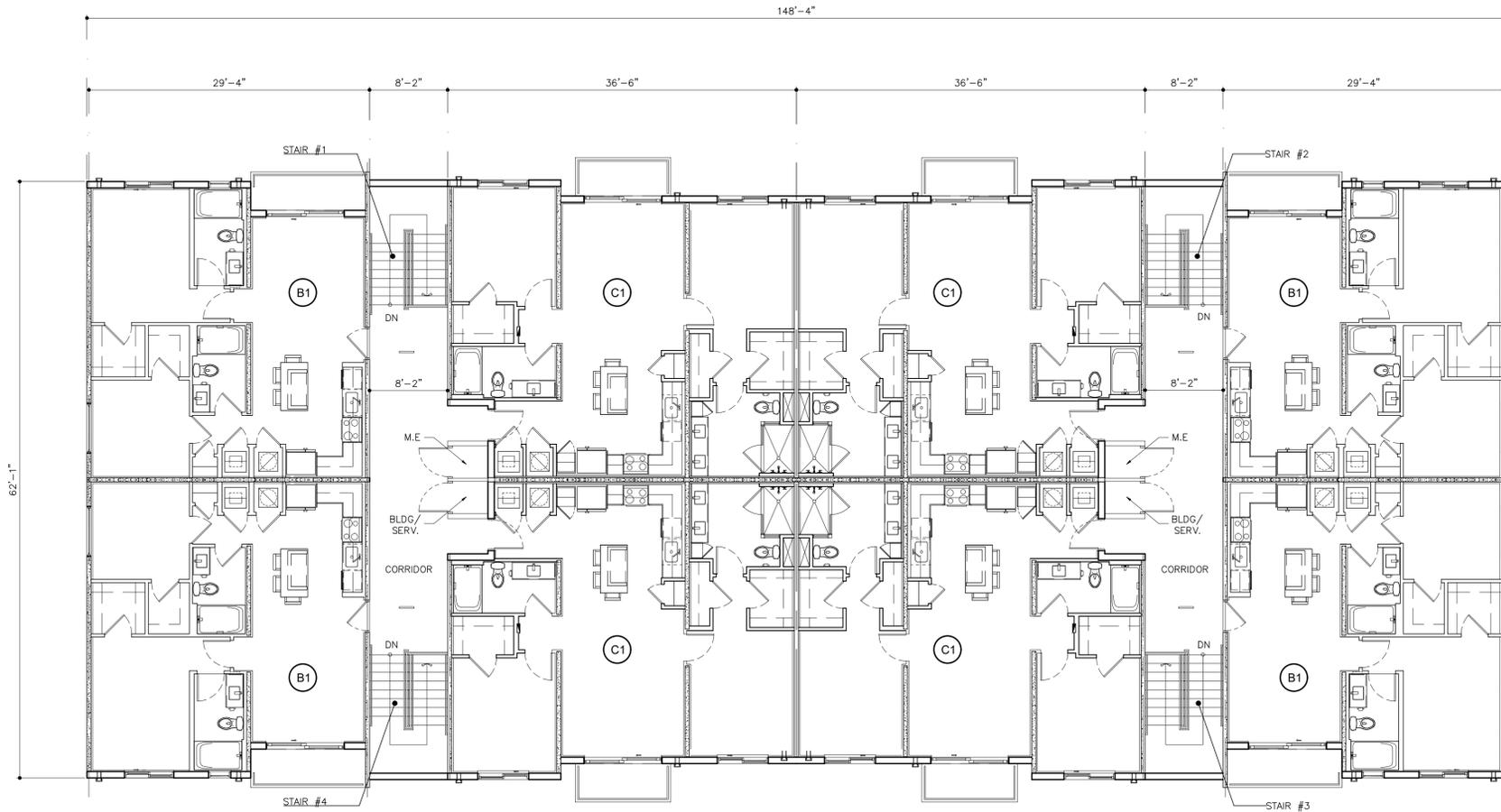
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8950 SW 74th COURT
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MIAMI, FLORIDA 33156
(305) 273-9911

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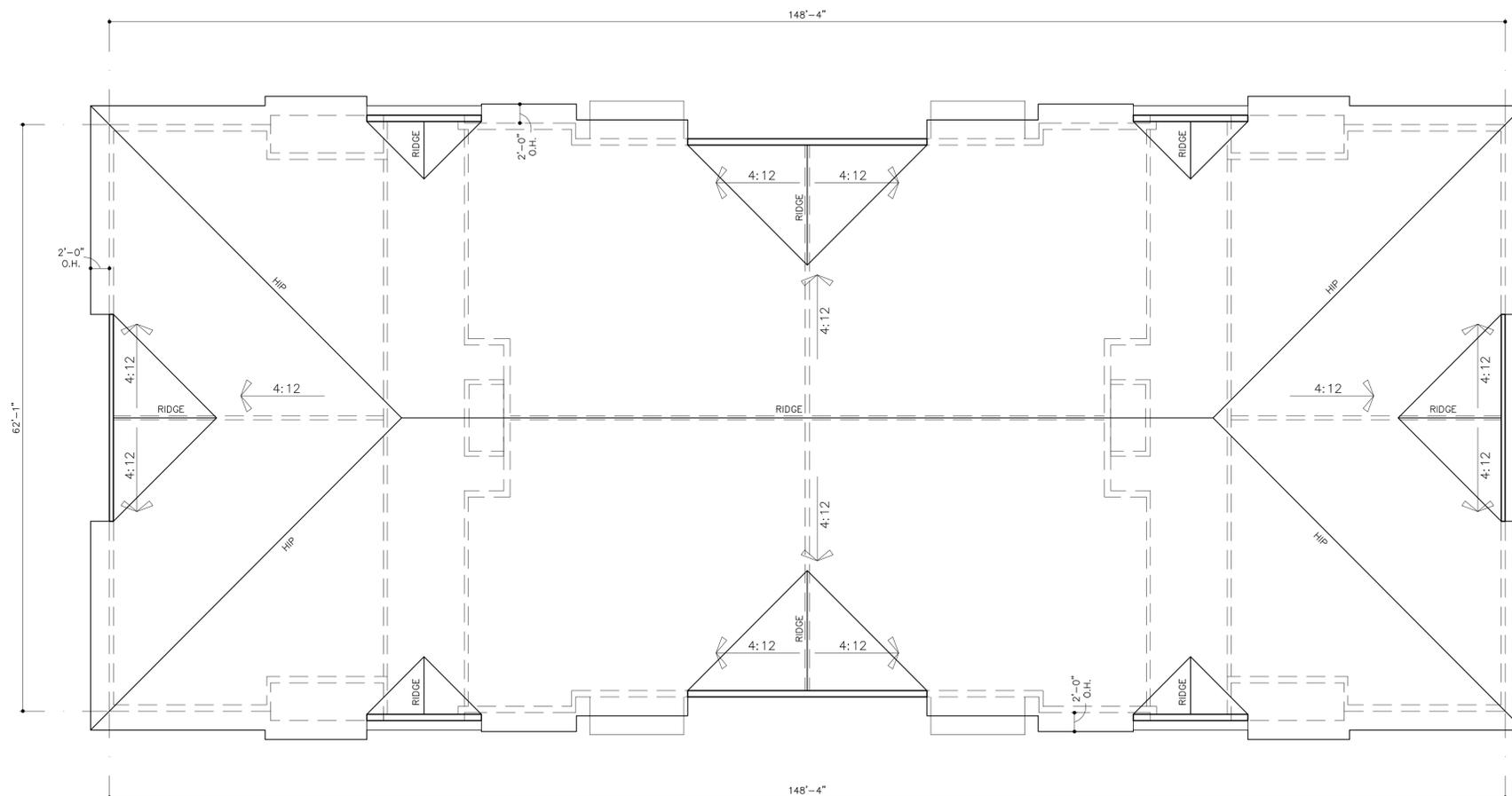
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	BUILDING PLANS TYPE II
SHEET NUMBER:	A-2.2.1



LEVEL 3



ROOF

BUILDING TYPE II
3 STORIES / 3 STORY SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

GOLDEN ROAD APARTMENTS
FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz
2021.03.17 09:01:00

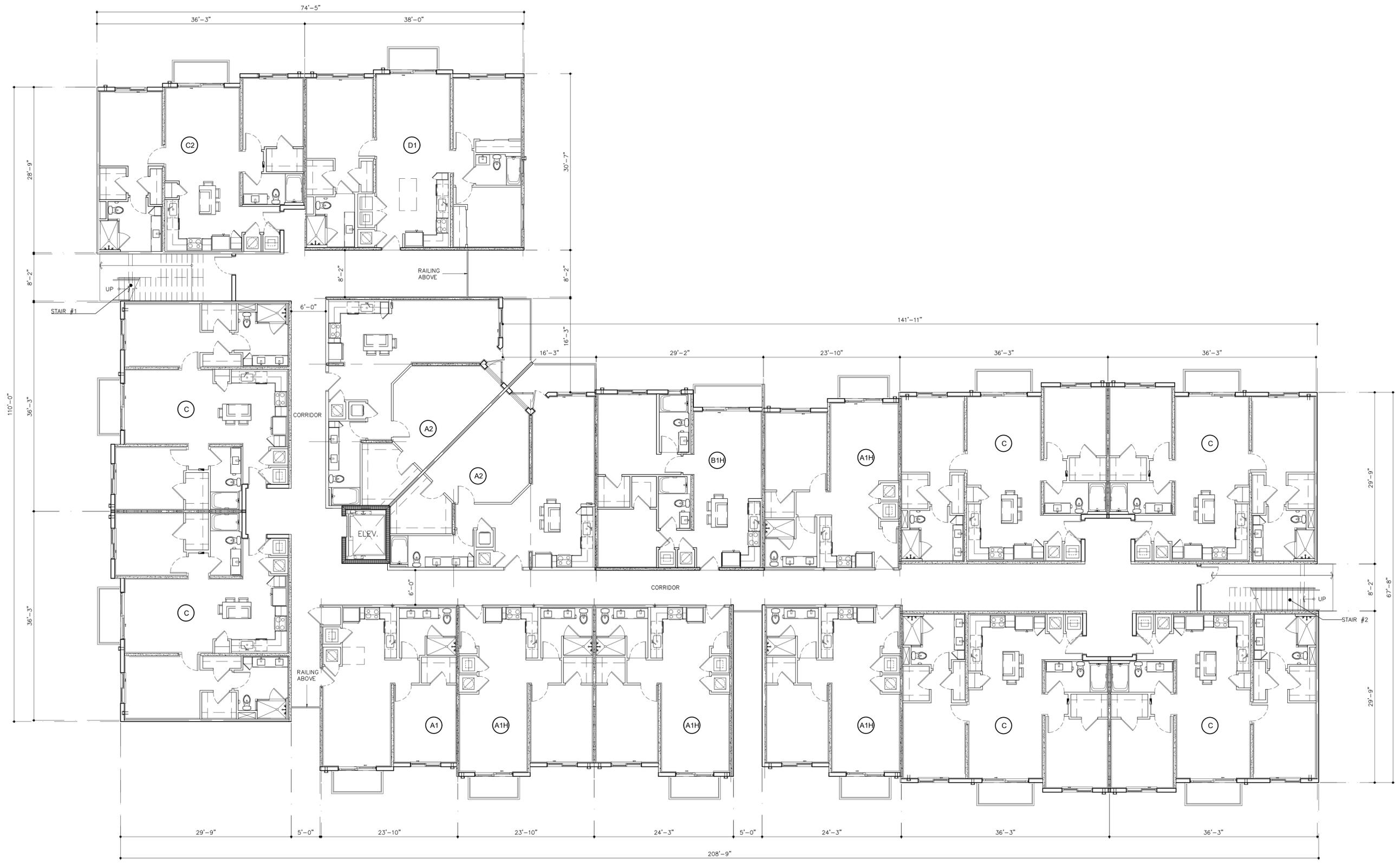
GEORGE L. MOURIZ
AR0007806

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8950 SW 74th COURT
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	
BUILDING PLANS	
TYPE II	
SHEET NUMBER:	
A-2.2.2	



LEVEL 1

BUILDING TYPE III

5 STORY / 80 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	

GOLDEN ROAD APARTMENTS

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**
 LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz** Date: 2021.03.17 10:40:40
 GEORGE L. MOURIZ AR0007806

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 8950 SW 74th COURT
 SUITE 1513
 MIAMI, FLORIDA 33156
 (305) 273-9911

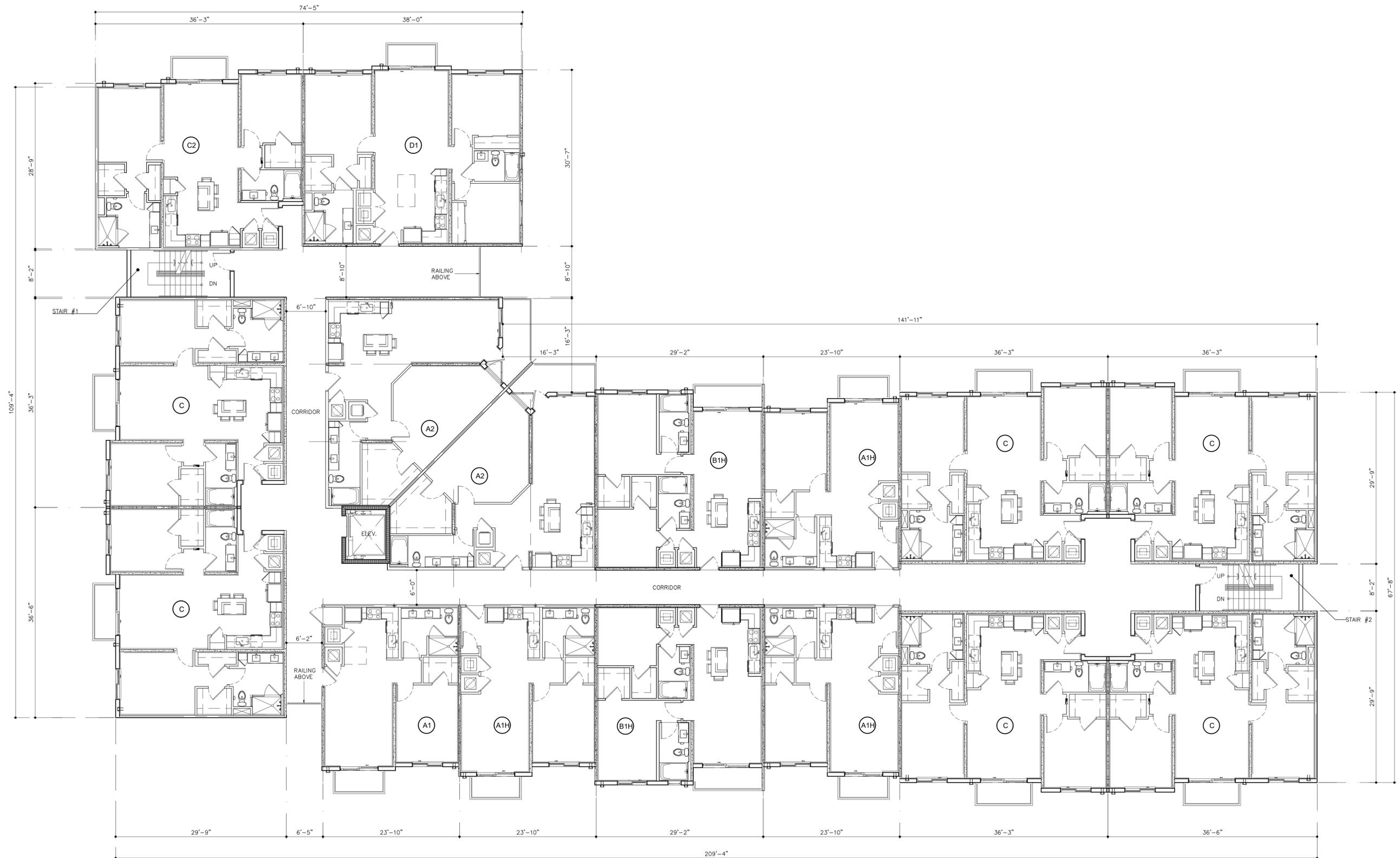
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DRAWN	00/00/2016
DATE	
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:
**BUILDING PLANS
 TYPE III**

SHEET NUMBER:
A-2.3.1



LEVEL 2-5

BUILDING TYPE III

5 STORY / 80 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	

GOLDEN ROAD APARTMENTS
 FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**
 LOCATED AT: **LAKE WORTH BEACH**

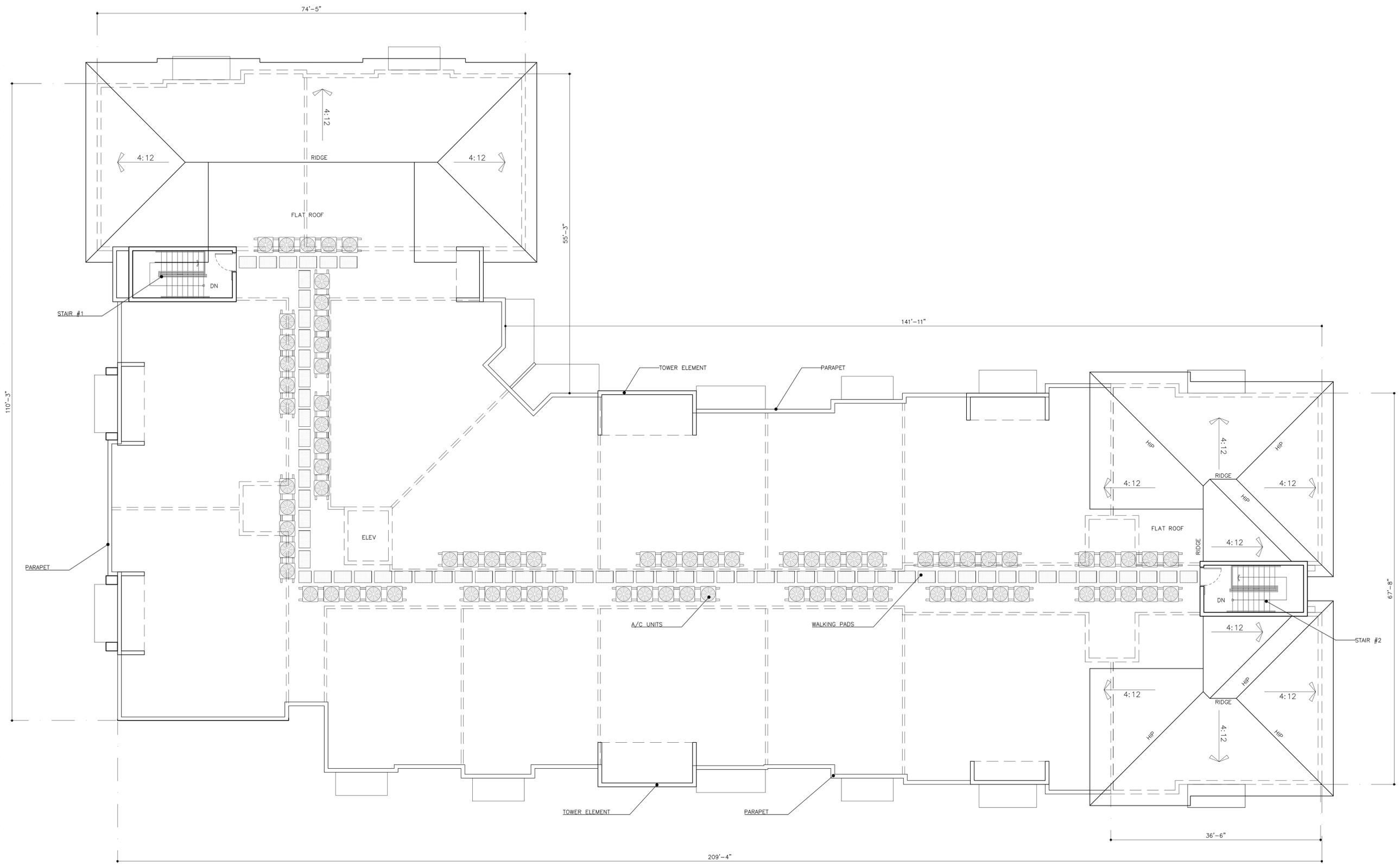
Digitally signed by George Mouriz on 2021.03.17 16:04:00
 GEORGE L. MOURIZ AR0007806

MSA ARCHITECTS, INC.
 44000895
 8950 SW 74th COURT
 SUITE 1513
 MIAMI, FLORIDA 33156
 (305) 273-9911

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DRAWN	00/00/2016
DATE	
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	
BUILDING PLANS	
TYPE III	
SHEET NUMBER:	
A-2.3.2	



ROOF

BUILDING TYPE III
 5 STORY / 80 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

GOLDEN ROAD APARTMENTS
 FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**
 LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz
 Date: 2021.03.17 04:00
 GEORGE L. MOURIZ
 AR0007806

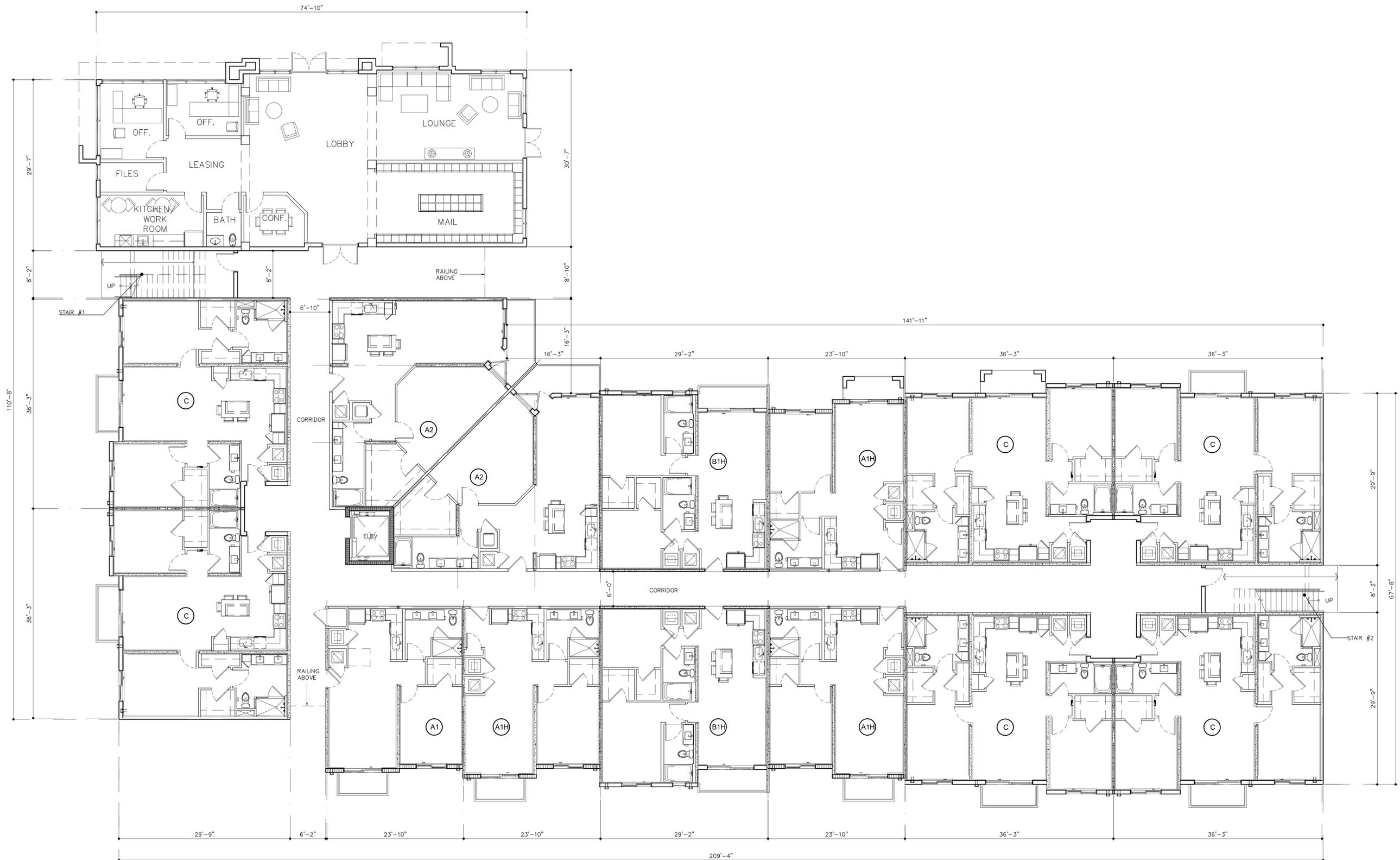
MSA ARCHITECTS, INC.
 44000895
 8950 SW 74th COURT
 SUITE 1513
 MIAMI, FLORIDA 33156
 (305) 273-9911

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DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	ROOF PLAN TYPE III
SHEET NUMBER:	A-2.3.3



LEVEL 1

BUILDING TYPE III-HYBRID
5 STORY / 78 DU'S

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

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

GOLDEN ROAD APARTMENTS

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz on 2021.03.17 10:04:00 -0400

GEORGE L. MOURIZ
AR0007806

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8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

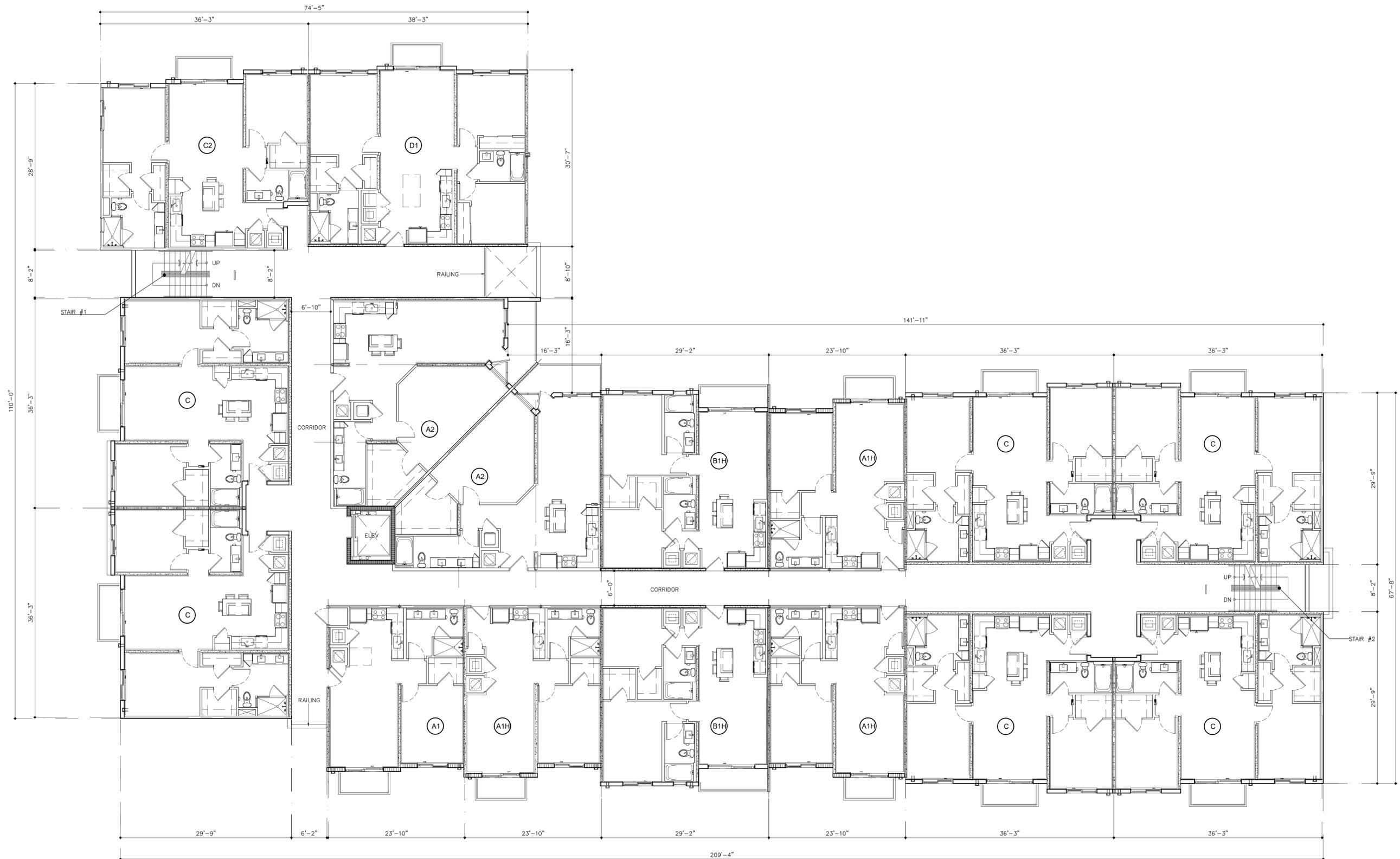
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DATE	AS SHOWN
SCALE	1998.PRJ
JOB NO.	
SHEET TITLE:	

BUILDING PLANS
TYPE IIIA

SHEET NUMBER:
A-2.3A.1



LEVEL 3

BUILDING TYPE III-HYBRID

5 STORY / 78 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

GOLDEN ROAD APARTMENTS
 FOR: LANDMARK RESIDENTIAL MANAGEMENT, LLC
 LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz on 2021.03.17 16:04:00
 GEORGE L. MOURIZ
 AR0007806

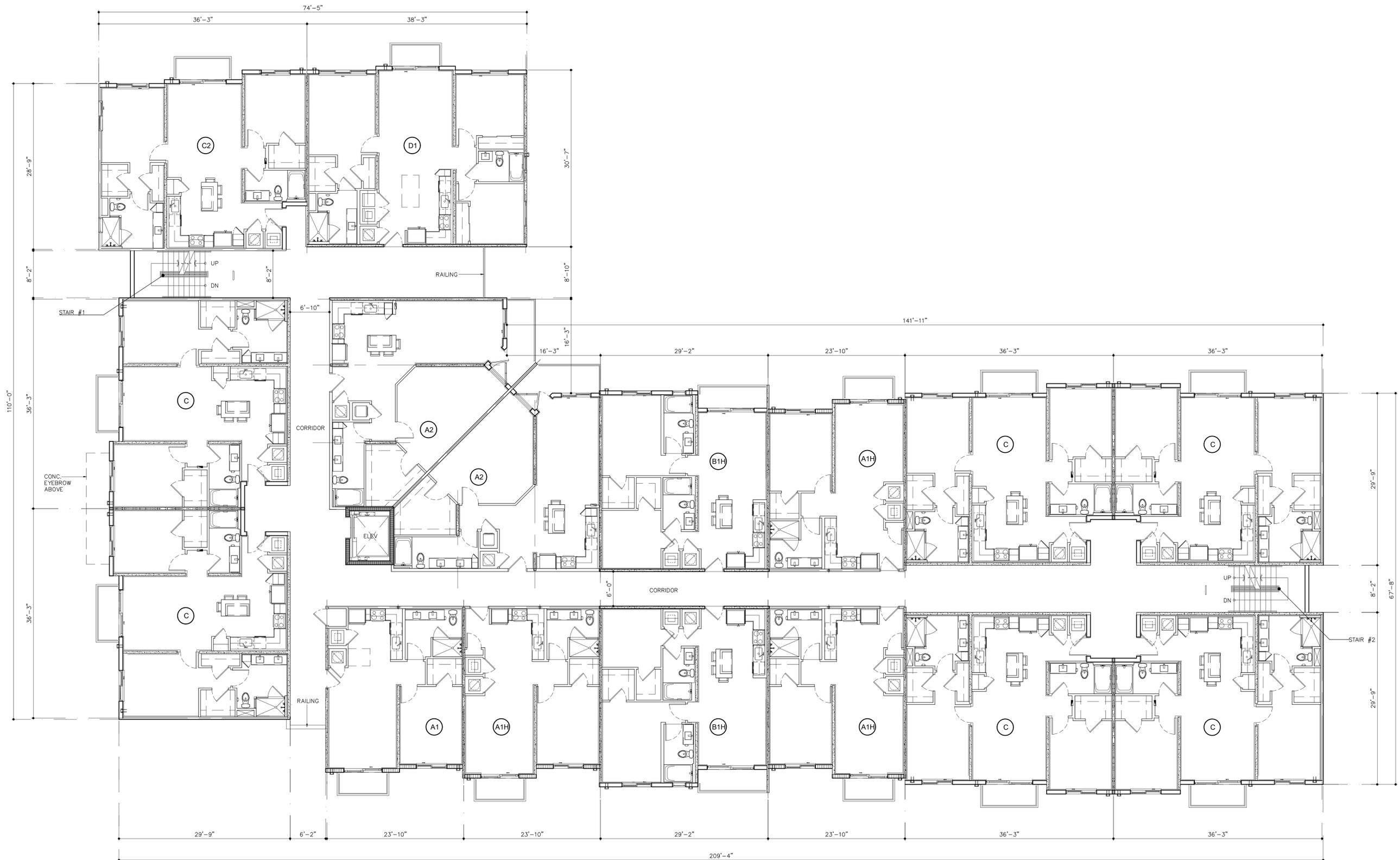
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DRAWN	00/00/2016
DATE	
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	

BUILDING PLANS
TYPE IIIA
SHEET NUMBER:
A-2.3A.3



LEVEL 4-5

BUILDING TYPE III-HYBRID
5 STORY / 78 DU'S

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

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

GOLDEN ROAD APARTMENTS

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz Date: 2021.03.17 19:04:00

GEORGE L. MOURIZ
AR0007806

MSA ARCHITECTS, INC.
44000895
8950 SW 74th COURT
SUITE 1513
MIAMI, FLORIDA 33156
(305) 273-9911

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DRAWN	00/00/2016
DATE	
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:
**BUILDING PLANS
TYPE IIIA**

SHEET NUMBER:
A-2.3A.4

GOLDEN ROAD APARTMENTS
 FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**
 LOCATED AT: **LAKE WORTH BEACH**

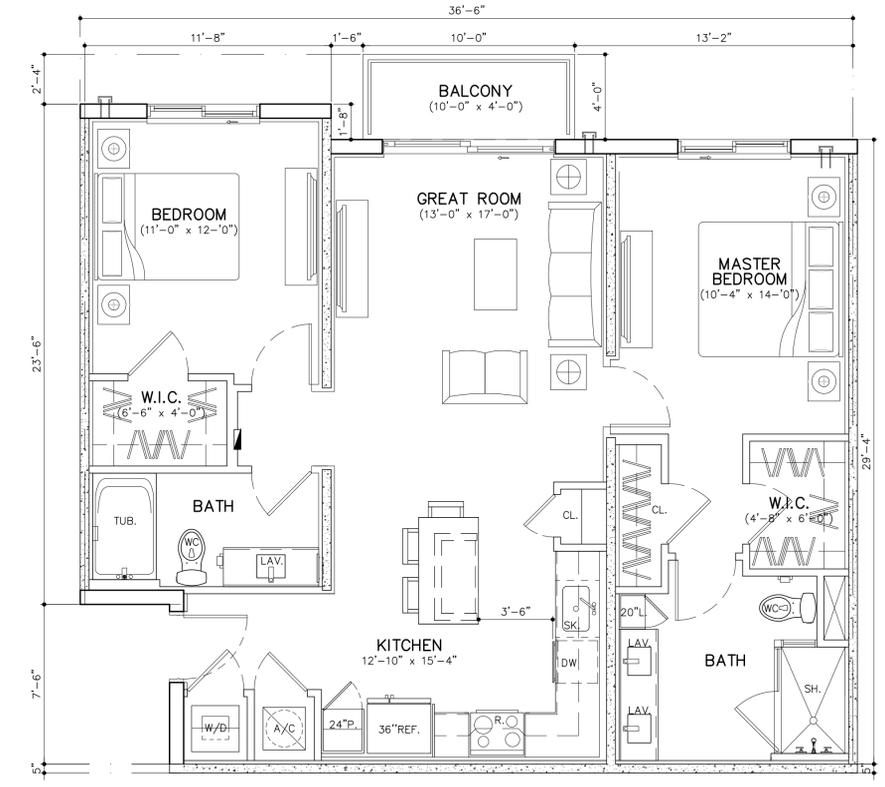
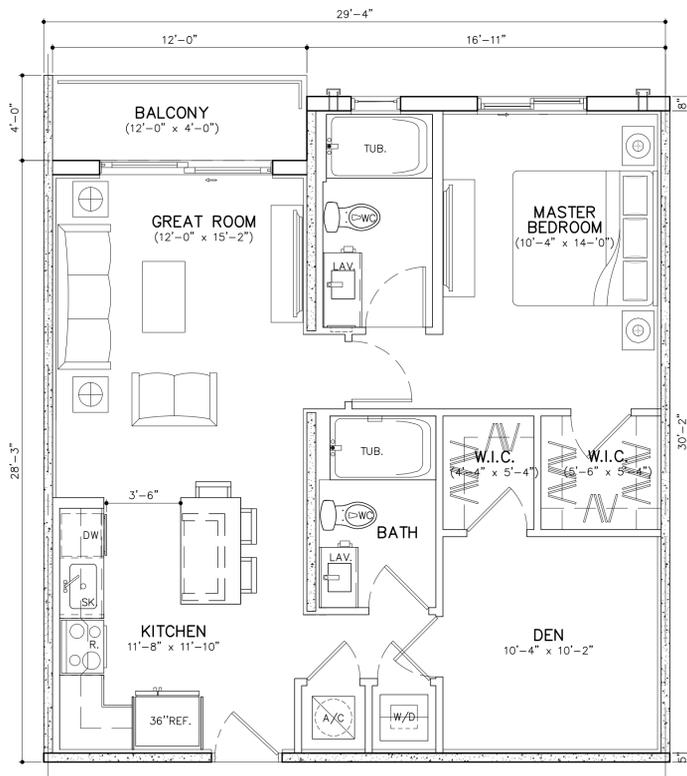
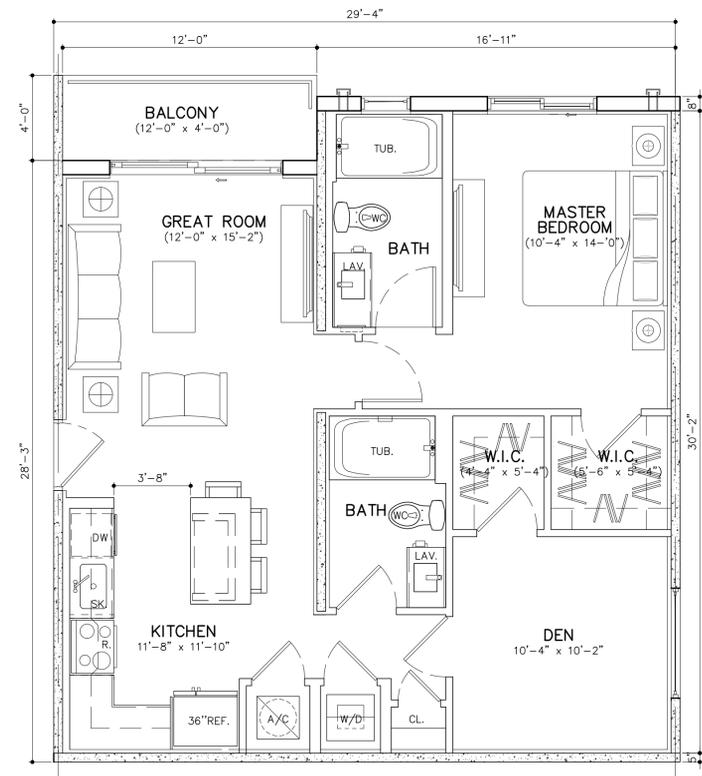
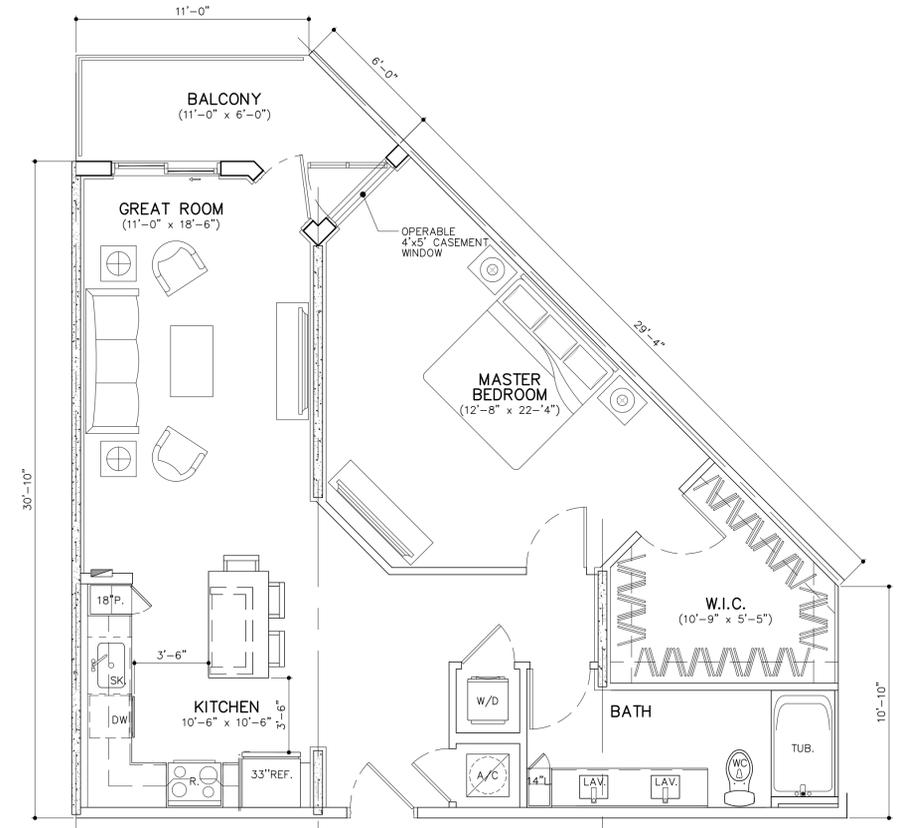
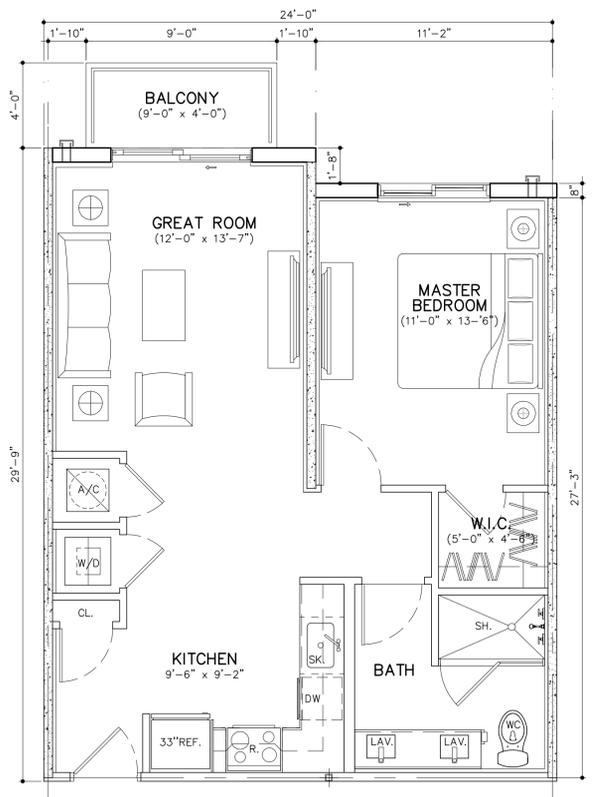
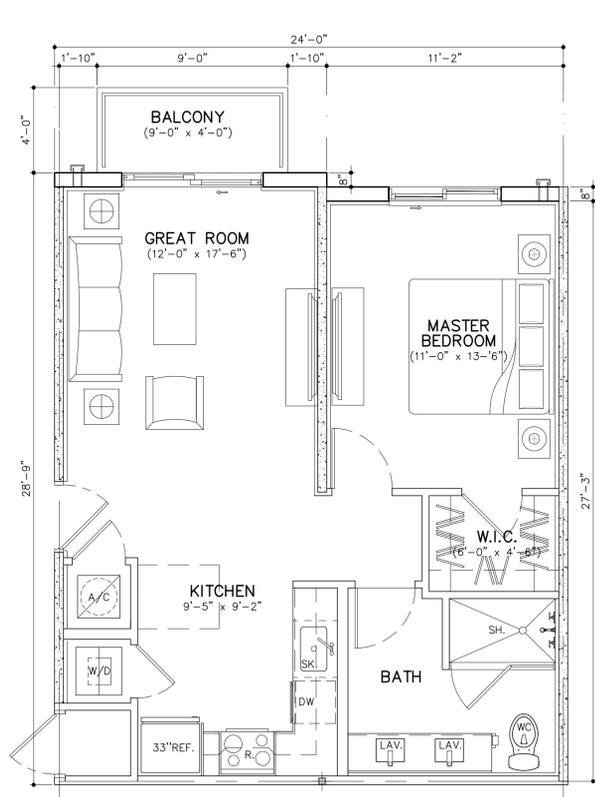
Digitally signed by **George Mouriz**
 Date: 2016.03.17 10:09:04-0400
 GEORGE MOURIZ
 AR0007806

MSA ARCHITECTS, INC.
 AAC000895
 8950 SW 74th COURT
 MIAMI, FLORIDA 33156
 (305) 273-9911

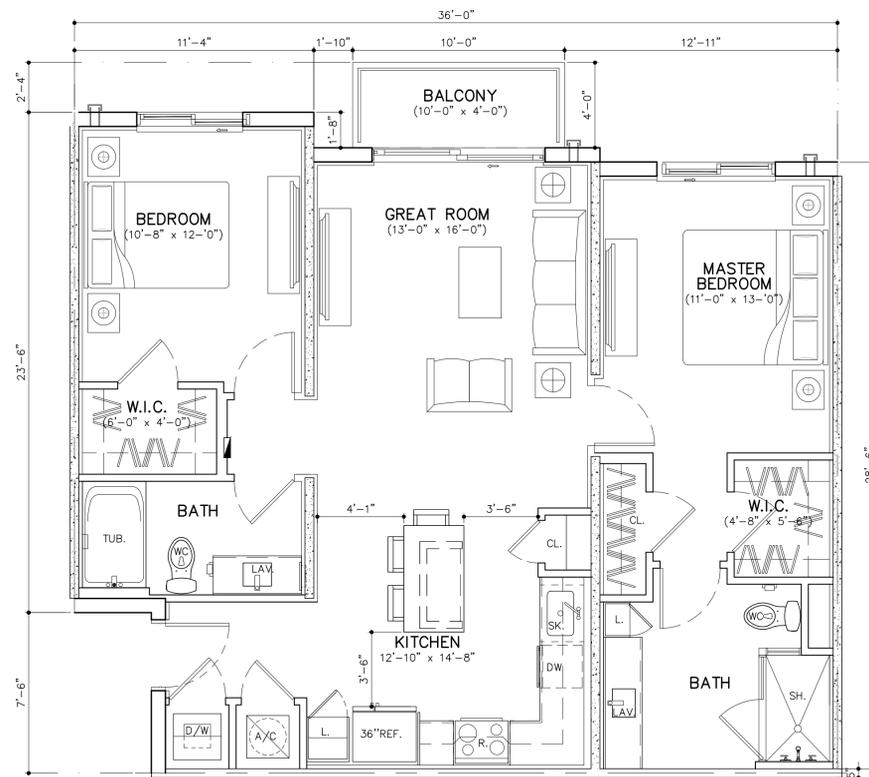
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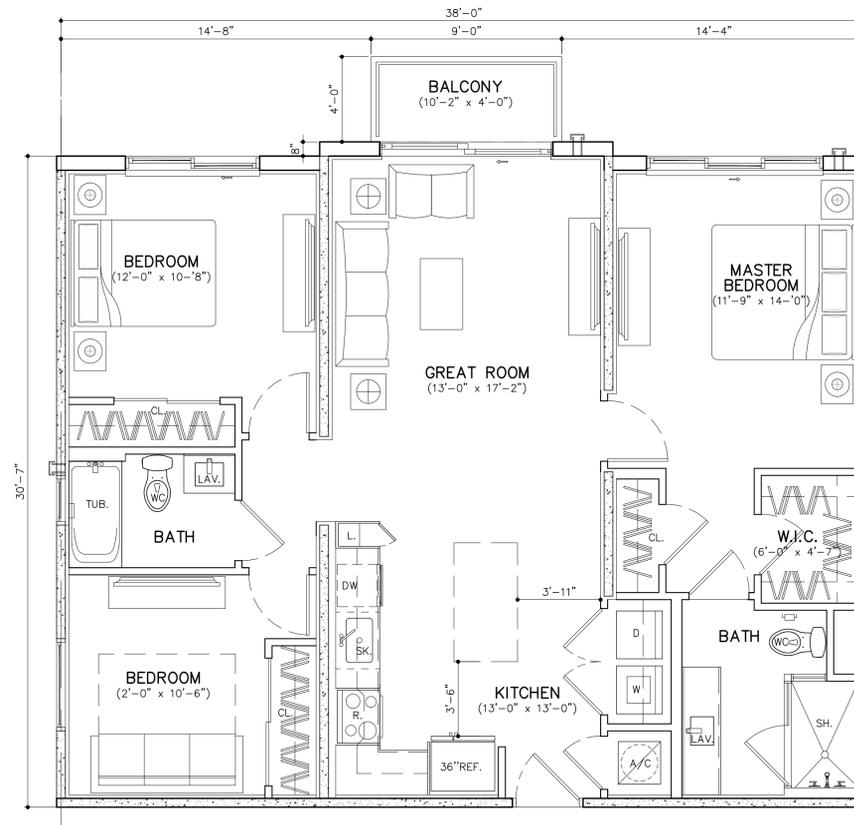
DRAWN: _____
 DATE: 00/00/2016
 SCALE: AS SHOWN
 JOB NO.: 1998.PRJ
 SHEET TITLE: **CONCEPTUAL UNIT PLANS**
 SHEET NUMBER: **A-4.1**



UNIT PLANS
 SCALE: 1/4"=1'-0"



UNIT C2 (2BD/2BTH)
 GROSS A/C AREA = 1042 SQ. FT. (9 DU's)
 BALCONY = 40 SQ. FT.



UNIT D1 (3BD/2BTH)
 GROSS A/C AREA = 1171 SQ. FT. (9 DU's)
 BALCONY = 36 SQ. FT.

UNIT PLANS

SCALE: 1/4"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

GOLDEN ROAD APARTMENTS
 FOR:
 ENDMARK RESIDENTIAL MANAGEMENT, LLC
 LOCATED AT:
 LAKE WORTH BEACH

Digitally signed by George Mouriz
 Date: 2016.10.03.17
 10:03:17 -0400

 GEORGE L. MOURIZ
 AR0007806

MSA ARCHITECTS, INC.
 AAC000895
 8950 SW 74th COURT
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DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:
CONCEPTUAL UNIT PLANS

SHEET NUMBER:
A-4.2

GOLDEN ROAD APARTMENTS
 FOR: LANDMARK RESIDENTIAL MANAGEMENT, LLC
 LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz
 MOURIZ
 11/17/2021 03:17
 GEORGE L. MOURIZ
 AR0007806

MSA ARCHITECTS, INC.
 AAC000895
 8950 SW 74th COURT
 MIAMI, FLORIDA 33156
 (305) 273-9911

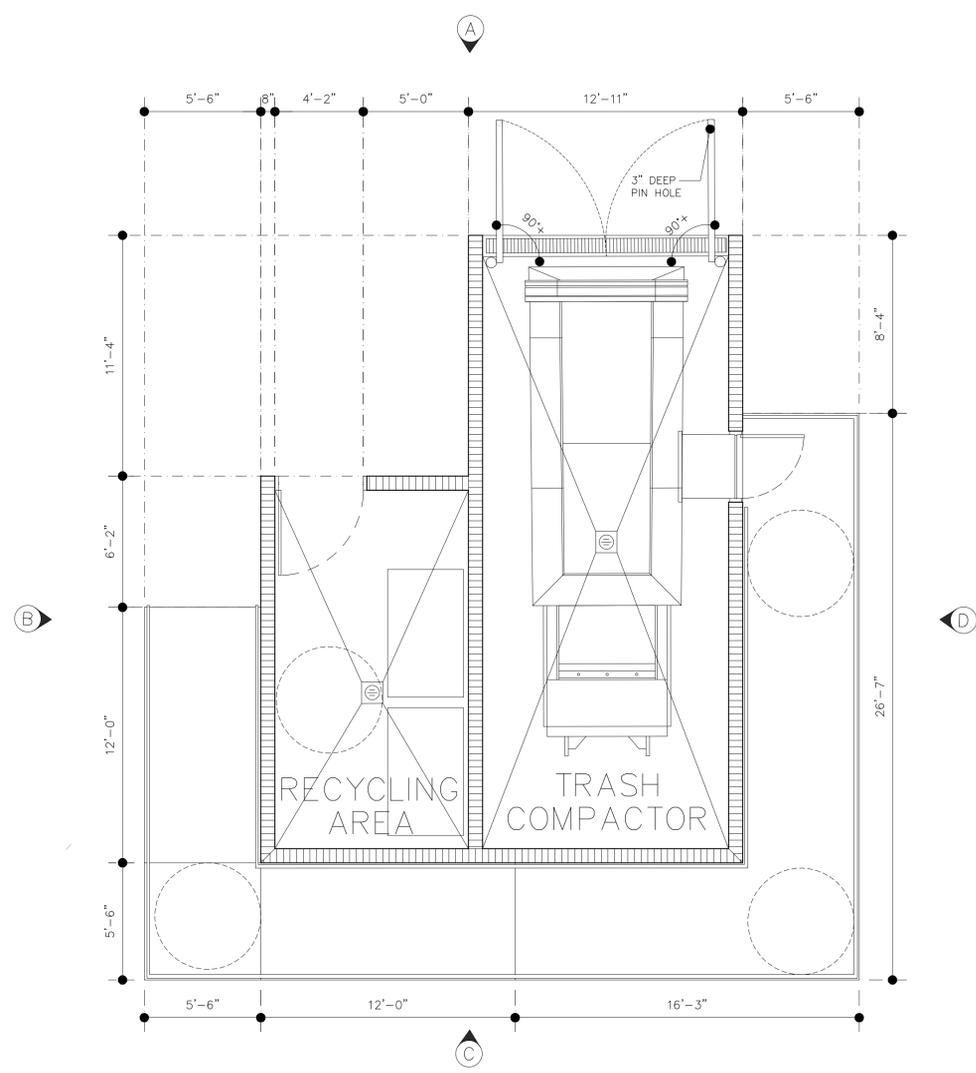
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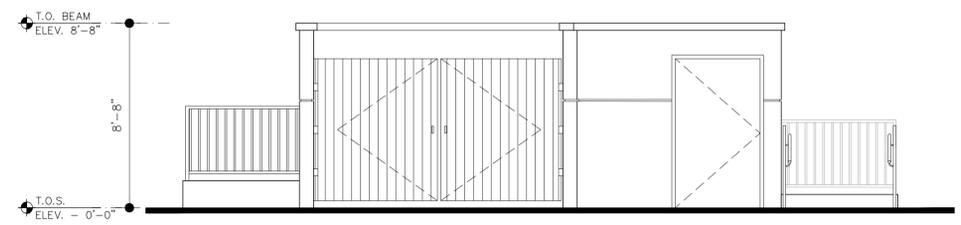
DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:
 TRASH COMPACTOR
 PLAN & ELEVATIONS

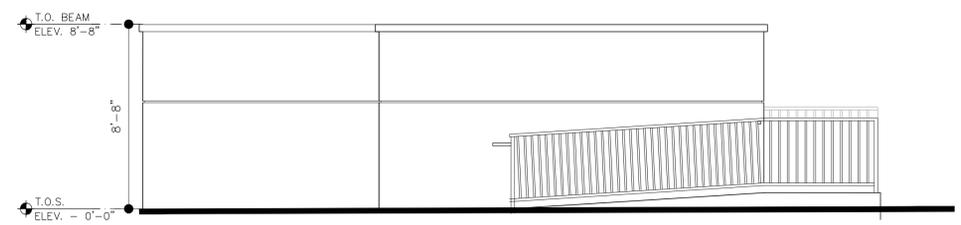
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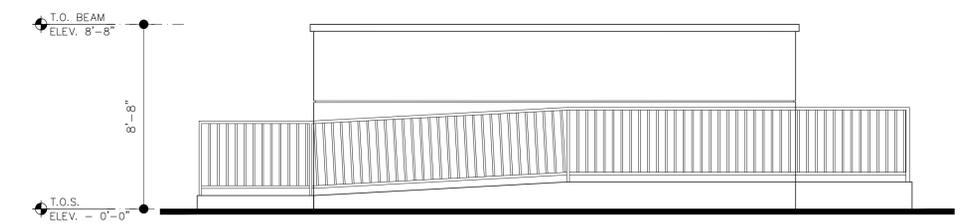
1 FLOOR PLAN



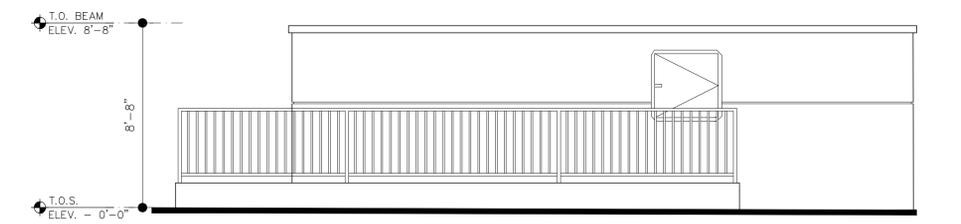
A FRONT ELEVATION



B RIGHT ELEVATION



C REAR ELEVATION



D LEFT ELEVATION

TRASH COMPACTOR PLAN & ELEVATIONS
 SCALE: 1/4" = 1'-0"

Universal Development Application



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

1. Application Type (select all that apply)

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

2. Project Information

- a. Project Name: Golden Road Apartments
- b. Project Location / Address: Approximately 200' west of the 10th Avenue North and Boutwell Road intersection
- c. Legal Description: See attached Legal Description
- d. Property Control Number (PCN): 38-43-44- See attached PCN List
- e. Zoning: Existing: Mixed Use- West (MU-W) Proposed: No Change
- f. Future Land Use: Existing: Mixed Use- West (MU-W) Proposed: No Change
- g. Proposed Use: Residential; Units 230 Commercial; _____ S.F. Industrial; _____ S.F.
- h. Total Estimated Project Cost: _____
- i. Description of Work: See attached Justification Statement

3. Contact Information

- a. Project Manager / Contact Person: Yoan Machado
Company: WGI
Address: 2035 Vista Parkway City: West Palm Beach St: FL Zip: 33411
Phone Number: (561) 537-4542 E-Mail Address: yoan.machado@wginc.com
- b. Applicant Name (if different from Project Manager): _____
Company: Prospect Real Estate Group, LLC
Address: 1930 N. Donnelly Street City: Mt. Dora St: FL Zip: 32757
Phone Number: _____ E-Mail Address: _____
- c. Owner Name: _____
Company: Lake Worth Investment Group, LLC
Address: 4005 NW 114th Ave, Suite 5 City: Miami St: FL Zip: 33178
Phone Number: _____ E-Mail Address: _____

4. Owner's Consent

Lake Worth Investment Group, LLC ("Owner") certifies that it is the owner of the property located at Approximately 200' west of the 10th Avenue North and Boutwell Road intersection ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board. Owner hereby authorizes, WGI (Yoan Machado) as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

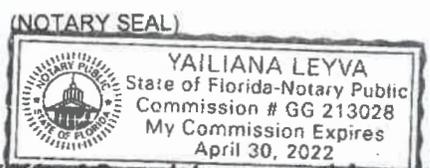
Owner's Signature: * [Signature] Date: 11/24/2020

Name/Title of Signatory: Yoan S. Machado, Authorized Person

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 24th day of November, 2020, by Yoan S. Machado who is personally known to me or who produced a [Signature] as identification. He/she did not take an oath.



* [Signature] (Signature of Notary Public) Yailiana Leyva (Name of Notary)

5. Affidavit of Completeness and Accuracy

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

Project Name: Golden Road Apartments Submittal Date: 12/2/20

STATEMENT OF COMPLETENESS AND ACCURACY:

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

Yoan Machado (Name - type, stamp, or print clearly)

* [Signature] (Signature)

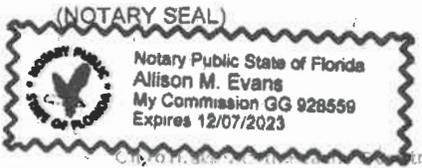
WGI (Name of Firm)

1930 N. Donnelly Street, Mt. Dora, FL 32757 (Address, City, State, Zip)

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me this 25th day of November, 2020 by Richard Fabian who is personally known to me or who produced a [Signature] as identification. He/she did not take an oath.



* [Signature] (Signature of Notary Public) (Name of Notary)

Sign Posting Agreement



This form is required for all Historic Applications and Public Hearing Items.

- 1. Applicant: Prospect Real Estate Group, LLC
- 2. Property Owner: Lake Worth Investment Group, LLC
- 3. Contact Phone Number: (561) 839-1712 (Agent)
- 4. Property Location: Approximately 200' west of the 10th Avenue North and Boutwell Road Intersection
- 5. I, Yoan Machado, hereby affirm that I will post the notification sign(s) provided to me

for a minimum of ten calendar days before the scheduled date of the hearing of Planning and Zoning Case No. TBD

Signature: *[Handwritten Signature]* Date: 12/14/2020

Name/Title of Signatory: YOAN MACHADO / PROJECT MANAGER

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 14th day of December 2020, by Yoan Machado who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY PUBLIC)
Cyndy Little
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG189612
Expires 3/31/2022

[Handwritten Signature]
Signature of Notary Public

Cyndy Little
Name of Notary

RECEIVED

DEC 18 2020

PZHP

Legal Description

A PARCEL OF LAND LYING WITHIN A PORTION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AND BEING A PORTION OF TRACTS 26 AND 27 ACCORDING TO THE PLAT MODEL LAND CO., AS RECORDED IN PLAT BOOK 5, AT PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 88°08'52" WEST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1,006.39 FEET TO THE INTERSECTION OF THE EXTENDED EAST LINE OF TRACT 4 TO THE NORTH LINE OF SECTION 20; THENCE SOUTH 01°21'54" WEST ALONG THE EAST LINE OF SAID TRACT 4 EXTENDED, A DISTANCE OF 488.73 FEET; THENCE NORTH 88°08'01" WEST, FOR 220.00 FEET TO THE NORTHEAST CORNER OF PARCEL 8 AND THE POINT OF BEGINNING; THENCE SOUTH 01°21'54" WEST ALONG THE EAST LINE OF PARCEL 8, A DISTANCE OF 168.85 FEET TO THE SOUTHEAST CORNER OF PARCEL 8 AND THE NORTH LINE PARCEL 6; THENCE NORTH 87°57'52" WEST ALONG THE NORTH LINE PARCEL 6, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF PARCEL 6; THENCE SOUTH 01°21'54" WEST ALONG THE WEST LINE OF PARCEL 6, A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 6 AND THE WEST LINE OF TRACT 27; THENCE SOUTH 87°57'52" EAST ALONG THE SOUTH LINE OF PARCEL 6 AND THE NORTH LINE OF TRACT 27, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF TRACT 27 (LESS THE EAST 220 FEET); THENCE SOUTH 01°21'54" WEST ALONG THE EAST LINE OF TRACT 27 (LESS THE EAST 220 FEET), A DISTANCE OF 632.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 10TH AVENUE NORTH; THENCE NORTH 88°07'39" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 10TH AVENUE NORTH, A DISTANCE OF 230.00 FEET; THENCE NORTH 01°21'54" EAST DEPARTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 290.00 FEET; THENCE NORTH 88°07'39" WEST, A DISTANCE OF 277.81 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT E-4 CANAL; THENCE NORTH 22°59'34" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID E-4 CANAL, A DISTANCE OF 569.27 FEET; THENCE SOUTH 88°08'01" EAST DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 297.98 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS CONTAIN 278,644 SQUARE FEET OR 6.397 ACRES, MORE OR LESS.



JUSTIFICATION STATEMENT
REZONING, MAJOR SITE PLAN, SUSTAINABLE BONUS INCENTIVE PROGRAM (SBIP)
GOLDEN ROAD APARTMENTS

Initial Submittal: December 2, 2020

Resubmittal: February 8, 2021

1. REQUEST

On behalf of the Applicant (Landmark Residential Management, LLC), WGI is requesting approval for the subject site of the following:

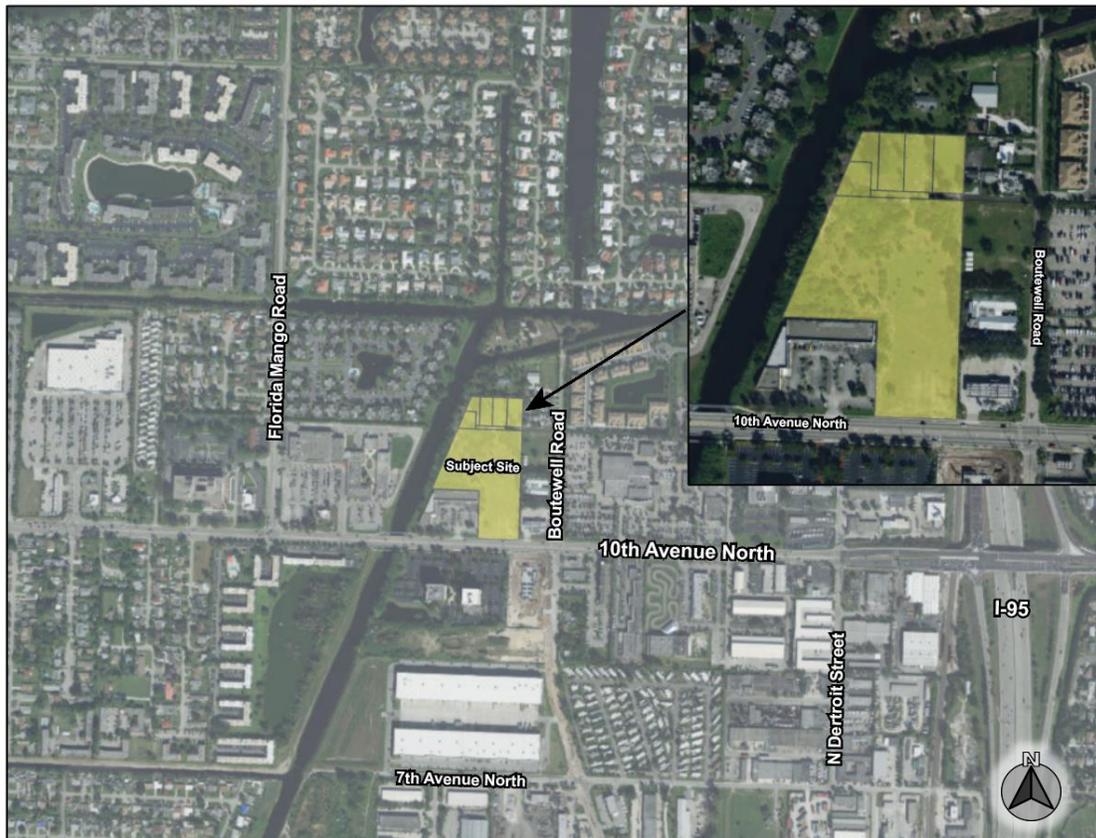
- 1) **Rezoning** to rezone the subject site from a Mixed-Use West (MU-W) zoning district to a Residential Planned Development (R-PD) zoning district with an underlying MU-W;
- 2) **Major Site Plan** approval to permit the development of 230 apartment units; and
- 3) **Sustainable Bonus Incentive Program (SBIP)** in order to increase density and building height for the proposed development.

2. SITE CHARACTERISTICS

The subject site consists of 6.39 acres and is located 200 feet west of the 10th Avenue North and Boutwell Road intersection, in the City of Lake Worth Beach. The site is currently undeveloped and retains a Future Land Use (FLU) and a Zoning designation of MU-W. The property is identified by the following Property Control Numbers (PCNs):

- 38-43-44-20-01-026-0010
- 38-43-44-20-01-004-0030
- 38-43-44-20-01-004-0060
- 38-43-44-20-01-004-0080
- 38-43-44-20-01-004-0120
- 38-43-44-20-01-004-0130
- 38-43-44-20-01-004-0010

A location map has been provided below which details the site characteristics and surrounding areas.





3. DEVELOPMENT HISTORY

The following information relates to the zoning approval history for the subject site.

ORDINANCE/RESOLUTION	SUMMARY
Ordinance 2016-01	Voluntary Annexation
Ordinance 2016-02	Small Scale FLUA Amendment
Ordinance 2016-03	Rezoning
PZB #17-01400001	Major Site Plan

Per the 2018 Major Site Plan approval, the subject site is currently entitled with 189 multifamily apartments at a density of 29.58 dwelling units per acre.

4. SURROUNDING PROPERTIES

The subject site is located along the 10th Avenue North corridor, whose fabric is comprised of myriad of non-residential and residential uses alike. There are numerous commercial and residential developments along the corridor, one that would support infill development of this underutilized site. The following chart summarizes the uses located immediately adjacent to the subject site.

	FLU Designation	Zoning District	Existing Use
North	MU-W	MU-W	Single-Family Residential
South	Commercial High, with an underlying HR-8 (CH/8) (Palm Beach County)	CG: General Commercial (Palm Beach County)	Commercial Medical Uses
	Commercial High Office, with an underlying HR-8 (CH-O/8) (Palm Beach County)	CS: Commercial Specialized (Palm Beach County)	Office
	MU-W	MU-W	Hotel
East	MU-W	MU-W	Gas Station with Convenience Store
	MU-W	MU-W	Addiction Treatment Center
	MU-W	MU-W	Single-Family Residential
West	Urban Center (UC) (Palm Beach County)	UC: Urban Center (Palm Beach County)	Commercial Shopping Center
	High Residential – 12 units per acre (HR-12) (Palm Beach County)	RH: Residential High (Palm Beach County)	Condominiums

NORTH: Immediately north of the subject site is a single-family residential home located within the municipal boundary of Lake Worth Beach. This area retains a FLU designation and zoning district of MU-W. To the north is the E-4 Lake Worth Drainage District (LWDD) canal.

SOUTH: To the southwest of the subject site is commercial land located within Unincorporated Palm Beach County. This site retains a FLU designation of CH/8 and Zoning designation of CG. This commercial development includes medical type uses such as Eldercare at Home and



Concept Open Imaging Center. Directly south is 10th Avenue North with additional commercial and a hotel on the south side of the road. The commercial property is located within Unincorporated Palm Beach County with a FLU designation of CH-O/8 and Zoning designation of CS. The five-story Wyndham hotel is located within the City of Lake Worth Beach and retains a FLU and Zoning designation of MU-W.

EAST: Directly east of the subject site is a mix of residential and commercial properties that are all located within the City of Lake Worth Beach. These parcels retain a FLU and Zoning designation of MU-W. Further east is Boutwell Road, with commercial properties located on the east side of the road. These parcels also have a FLU and Zoning designation of MU-W. Commercial developments include a gasoline service station and car dealership.

WEST: To the immediate west of the subject site is the E-4 LWDD Canal. Further west is land located within Unincorporated Palm Beach County. A portion of the land retains a FLU and Zoning designation of UC. The area retains a FLU designation of HR-12 and Zoning designation of RH.

5. DEVELOPMENT PROGRAM

The request is to rezone the 6.39-acre subject site from MU-W to R-PD with an underlying MU-W, in order to develop a total of 230 multifamily apartment units – equating to a density of 35.99 dwelling units per acre. The multifamily apartment development will consist of two, five-story buildings and three, three-story buildings. The unit mix includes 104 one-bedroom units, 117 two-bedroom units, and 9 three-bedrooms. The development includes a clubhouse, pool and amenity deck, tot lot, and a dog park. The proposed development is to be built in one phase. The multifamily apartment development requests additional height and density through the SBIP to allow for the increase in height from two stories to five stories and an increase in the maximum density from 30 dwelling units per acre to 37.5 dwelling units per acre.

6. REZONING CRITERIA AND RESIDENTIAL PLANNED DEVELOPMENT STANDARDS

The Applicant’s request is to allow a Rezoning to a Planned Development with a Major Site Plan. Section 23.2-26, Rezoning of Land and Future Land Use Map (FLUM) Amendments of the City’s Code of Ordinance requires the Applicant to address the Findings in accordance with Section 23.2-26(3). The Applicant is providing a Justification Statement, Site Plan, and other relevant documents as part of this Rezoning, and has demonstrated this proposal meets the requirements set forth in the applicable City’s Code of Ordinances. The responses by the Applicant for each Finding of Facts, provide a comprehensive analysis that the Rezoning application is compliance with these requirements:

A. Consistency

The proposed Rezoning to have a R-PD with an underlying MU-W on the subject site is consistent with the purpose and intent of the applicable comprehensive plan and land development regulations. Pursuant to Section 23.3-25(a) of the City’s Code of Ordinances, a Planned Development is allowed in any mixed-use district, in which the site is compliant. In addition, the change to the Planned Development overlay is consistent with the purposes, goals, objectives, and policies of the Comprehensive Plan.

The Rezoning request to modify the 6.39-acre subject site to retain a R-PUD district with an underlying MU-W furthers Goal 1.2, Objective 1.2.2, and Objective 1.2.3. of the City of Lake Worth Beach’s Comprehensive Plan, which promote compact sustainable urban development. The proposed development establishes a compact high-density residential use that would synergistically compliment the commercial corridor of 10th Avenue North, while balancing with existing uses within the area, and ultimately adding to the City of Lake Worth Beach’s livable communities. The project includes sustainable elements such as Florida Green Building certification, higher quality landscaping in common open spaces, and the inclusion of a clubhouse, pool and amenity deck, tot lot and dog park. The R-PUD district would support a more sustainable urban pattern in the City of Lake Worth Beach, by locating higher density eastward, at a well-established, urban intersection. The proposed project, at



a density of 37.5 dwelling units per acre, provides a prime opportunity for infill development, and will alleviate potential blight at one of the City's high profile intersections. The development will also utilize existing infrastructure, provide amenities that will benefit the community, and will diversify the housing stock within the City. All of these elements further the intent of the MU-W Zoning District.

The request to allow a R-PD district on the site supports Objective 1.6.1 and 1.6.7 of the City of Lake Worth Beach's Comprehensive Plan, by supporting redevelopment within the older urban areas of the City of Lake Worth Beach, and encouraging infill development. In addition, the proposed development supports redevelopment along the 10th Avenue North corridor, which is one of the City's major thoroughfares. A R-PUD district allows for a greater density, height, and design for the vacant subject site, thus promoting the highest and best use. The increase in density and height for the infill multifamily development would complement the redevelopment in the surrounding area and the existing higher density residential to the east and west of the subject site.

The proposed Rezoning to a R-PD district for the subject site meets all the regulations pursuant to Section 23.3-25(b) of the City of Lake Worth Beach's Code of Ordinances. The proposed development is not in conflict with any utility regulations or requirements of any utility system, while in compliance with the standards conditional use permits. The project provides dedication along 10th Avenue North. All utilities, including telephone, cable television, and electrical service systems, for the proposed development are to be installed underground. Once the R-PUD district request as been approved, at time of permitting, all the separate parcels on the subject site will brought under unified control. The application for the R-PUD provides all necessary information on the Master Development Plan and supporting documentation.

The Rezoning request to a R-PD district for the subject site further complies with Section 23.3-25(b) and 23.3-25(c) of the City of Lake Worth Beach's Code of Ordinances. The minimum area required for a R-PD is 5 acres, thus the 6.39-acre subject site exceeds the minimum area requirement. The proposed 230-unit multifamily apartment development is permitted in the underlying MU-W zoning district pursuant to Section 23.3-25(c)(3) of the City of Lake Worth Beach's Code of Ordinances. The required building setbacks for the R-PD district, per the underlying MU-W zoning district, are met with the front setback of 28 feet, rear setback of 18 feet, and side setback of 20 feet. The landscape buffer requirements for the R-PD district are met, since the proposed development provides a ten-foot landscape buffer along 10th Avenue North and a five-foot landscape buffer around the perimeter of the subject site. The multifamily development provides a total 379 parking spaces, therefore meets the City's Code requirement for parking. The project provides sufficient areas of common open space for the R-PD district in the pool and amenity deck, tot lot, dog park, and landscape areas around the multifamily buildings.

B. Land Use Pattern

The proposed Rezoning to R-PD zoning district, with an underlying MU-W, is consistent with the existing land use pattern. The surrounding context has a mix of residential and commercial zoning districts, both between the City of Lake Worth Beach and Palm Beach County. Below is a summary of the current land use pattern.

- Immediately to the east and north of the subject site is single-family residential lots, which retain a FLU and Zoning designation of MU-W.
- To the northeast, across Boutwell Road, are 75 townhome units on 8.75 acres located within Waterville Subdivision (equating to a density of 8.57 dwelling units per acre). These townhomes retain a FLU designation of Medium Density Residential (MDR) and a Zoning designation of Multifamily Residential, 20 (MF-20).
- To the west, across the E-4 LWDD Canal, are 144 townhome units on 13.23 acres located within the Waterside Estates subdivision (equating to a density of 10.88 dwelling units per acre). These



townhomes retain a FLU designation HR-12 and a Zoning designation of RH within the jurisdiction of Palm Beach County.

- To the southwest of the subject, across the E-4 LWDD Canal, are 218 multifamily apartment units on 19 acres within the Avesta Costa Del Lago community (equating to a density of 11.47 dwelling units per acre). The multifamily apartment units retain a FLU designation of HR-12 and a Zoning designation of RH within the jurisdiction of Palm Beach County.
- To the southeast of the subject site, across Boutwell Road, are 18 townhome units proposed on a one acre property for the Casa Bella project (equating to a density of 18 dwelling units per acre). The proposed Casa Bella townhome project is currently in review and is requesting a planned development designation, thus showing a precedent of planned development requests in the surrounding area.

The majority of residential uses in the surrounding context of the subject site include a higher density and are more compact in nature. The proposed Residential Planned Development at the vacant 6.39-acre subject site is consistent with the existing land use pattern in the area.

The vacant subject site is located along 10th Avenue North, a well-travelled urban minor arterial road and commercial corridor that includes a mix of different office, commercial, and industrial uses. The area along 10th Avenue North has seen an increase in intensity for commercial uses, such as the four-story Woodspring Suites hotel with 124 beds at the southeast and the new five-story Wyndham hotel with 100 beds at the south of the subject site. A new 7-Eleven gas station and convenience store is approved at the northwest corner of 10th Avenue North and Barnett Drive to the east as well. Immediately to the southwest of the subject site is commercial that includes medical type uses such as Eldercare at Home and Concept Open Imaging Center. Further to the south of subject site are commercial office buildings, while to the west across the E-4 LWDD Canal is a commercial shopping center. Immediately to the east of the subject site is a Mobil gas station and further east across Boutwell Road is an 8.5-acre car dealership. The subject site is a “pocket” of underutilized vacant land, which an infill higher density development of a Residential Planned Development would complement the existing land use pattern of the surrounding higher intensity commercial along 10th Avenue North.

C. Sustainability

The proposed development seeks SBIP approval for the following requests:

- Increase in building height from the standard maximum regulation of two stories to permitting two, five story buildings and three, three story buildings; and
- Allow for a 25% increase in density for the maximum base density of 30 dwelling units per acre, thus permitting a density of 37.5 dwelling units per acre.

The proposed multifamily development includes a clubhouse, pool and amenity deck, tot lot, and dog park for residents. The proposed development includes elements of a higher quality landscaping; providing architectural character and aesthetic excellence; providing a quality design based on urban form and density; and providing housing diversity and accessibility. The five buildings for the 230 multifamily apartment unit development include elements of the Florida Green building certification standards and provides a modern contemporary architectural style. The quality of the proposed development’s design and form matches the updated architectural style of modern development in the surrounding area, which includes the nearby Woodspring Suites and Wyndham hotels, and the remodeled car dealership to the east.

D. Availability of Public Services/Infrastructure

The proposed Residential Planned Development district in this location will take advantage of existing infrastructure and the City of Lake Worth Beach’s services, while maximizing an underutilized piece of land. The subject site was previously approved with 189 multifamily apartment units at a density of



29.58 dwelling units per acre, wherein the proposed development provides 230 multifamily apartment units at a density of 35.99 dwelling units per acre. The request for a R-PD district increases the number dwelling units by 41 multifamily apartment units. Therefore, a Rezoning to allow for a R-PD district with an underlying MU-W would build-off the existing multifamily residential approval in regard to traffic, school, and water concurrency.

E. Compatibility

The proposed Rezoning of the 6.39-acre subject site from MU-W to a R-PD with an underlying MU-W is compatible with adjacent zoning districts. The abutting and nearby properties that fall within the jurisdiction of Lake Worth Beach predominately have a zoning district of MU-W, while the adjacent properties in unincorporated Palm Beach County have higher residential and commercial zoning district with HR and CS. The surrounding context has a mix of high density residential, mixed-use, and commercial, both between the City of Lake Worth Beach and Palm Beach County, thus the request for R-PD with a MU-W underlying zoning district for the subject site is consistent and compatible with the adjacent uses.

As outlined in the “Land Use Pattern” portion of this report, the majority of residential uses in the surrounding context of the subject site include a higher density and are more compact in nature. The proposed R-PD district with an underlying MU-W at the vacant 6.39-acre subject site would allow for a greater density for the multifamily development, thus would be compatible with the higher density residential uses in the surrounding area. The proposed R-PD district on the subject site supports compatibility with adjacent uses since it allows for a transition between the high intensity commercial uses along 10th Avenue North and the lower density residential uses to the north.

F. Direct Community Sustainability and Economic Development Benefits

1. Further implementation of the city’s economic development (CED) program

Response: The proposed Rezoning of the 6.39-acre subject site to a R-PD district with an underlying MU-W would further implement the City’s CED program by using the SBIP approval process. The proposed development seeks a 25% increase in density and increase in building height, thus the request includes sustainable elements through the Florida Green Building certification and on-site amenities.

2. Contribute to the enhancement and diversification of the city’s tax base

Response: The proposed 230 multifamily unit residential development on a 6.39-acre subject site would contribute to the enhancement and diversification of the City’s tax base. The future residents of the proposed development will provide business to the existing commercial uses along the 10th Avenue North commercial corridor and the nearby downtown center of the City of Lake Worth Beach, while also attending any downtown events in the City.

3. Respond to the current market demand or community needs or provide services or retail choices not locally available

Response: The residential uses surrounding the subject site are predominantly townhome uses to the east or west, or single-family residential to the north. The closest multifamily apartment residential use is the Avesta Costa Del Lago community to the southwest of the subject, across the E-4 LWDD Canal, which was built in 1972. The proposed Rezoning to a R-PD district with an underlying MU-W district for the subject site allows for newer multifamily apartment units and diversification of housing choices with the City of Lake Worth Beach, while responding to current marked demand for different and higher density residential housing.



4. Create new employment opportunities for the residents, with pay at or above the county average hourly wage

Response: The proposed project is a 230 multifamily apartment unit development, thus this standard does not apply to the Rezoning request to a R-PD district with an underlying MU-W. It is possible that the construction of the proposed development could lead to hiring of local professionals in the City of Lake Worth Beach.

5. Represent innovative methods/technologies, especially those promoting sustainability

Response: The proposed multifamily residential development includes sustainable elements through Florida Green Building certification standards, and proposes a clubhouse, pool and amenity deck, tot lot, and dog park.

6. Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare

Response: The proposed Rezoning to a R-PD district with an underlying MU-W for the subject site would alleviate development pressure westward and allows for more efficient infill development.

7. Be complimentary to existing uses, thus fostering synergy effects

Response: The proposed Rezoning of the 6.39-acre subject site to a R-PD district with an underlying MU-W district would be complementary to the existing commercial and office uses along the 10th Avenue North commercial corridor with a higher density residential use. The proposed development would also foster synergy effects for the nearby Lake Worth Park of Commerce (LW-POC), by allowing future residents to have employment opportunities in the LW-POC.

8. Alleviate blight/economic obsolescence of the subject area

Response: The subject site is a predominantly vacant site that represents a “pocket” of infill development, thus the proposed Rezoning to a R-PD district with an underlying MU-W would alleviate economic obsolescence of the subject site by bringing future residents to the City of Lake Worth Beach while providing stimulus to the nearby uses on the 10th Avenue North corridor.

H. Master Plan and Site Plan Compliance with Land Development Regulations

The Rezoning of the 6.39-acre subject site to a R-PD district with an underlying MU-W is in compliance with Section 23.3-25 and Section 23.2-31 of the City of Lake Worth Beach’s Land Development Code.

7. MAJOR SITE PLAN APPROVAL STANDARDS

Section 23.2-26, Rezoning of Land and Future Land Use Map (FLUM) Amendments of the City’s Code of Ordinance requires the Applicant to address the Findings in accordance with Section 23.2-26(3). The Applicant is providing a Justification Statement, Site Plan, and other relevant documents as part of this Rezoning, and has demonstrated this proposal meets the requirements set forth in the applicable City’s Code of Ordinances. The site plan standards for the proposed development follows the underlying MU-W zoning district pursuant to 23.3-25(c) and follows site design standards per Section 23.2-31 of the City of Lake Worth Beach’s Code of Ordinances. The responses by the Applicant for each Finding of Facts, provide a comprehensive analysis that the Planned Development application is compliance with these requirements:



SITE DESIGN QUALITATIVE STANDARDS

Section 23.2-31

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

Response: The proposed site design is harmoniously and efficiently organized as it relates to the property constraints and provides residential housing options along the primarily non-residential corridor. The modern contemporary architectural style for the proposed development would be harmonious with the nearby modern style of redevelopment in the surrounding area, including the Woodsprings Suites hotel, Wyndham hotel, and nearby car dealership. The configuration of the proposed multifamily buildings on the subject site is a tier system, with five-story buildings near 10th Avenue North and the center of the site, while three-story buildings adjacent to the north and east to compliment adjacent uses. The density for the proposed development would be consistent with the higher density residential uses to the east and west.

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

Response: The site will not be disturbed in such a manner as to significantly increase either wind or water erosion within or adjacent to the development site. The site proposes to address its own drainage.

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

Response: Appropriate screening and buffering are provided on the proposed site plan that meets LDR requirements. The proposed development provides a ten-foot landscape buffer along 10th Avenue North and a five-foot landscape buffer around the perimeter of the subject site. A meandering path is provided along 10th Avenue North, thus providing additional buffering along the public ROW.

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

Response: The proposed site design offers the most reasonable, visual and acoustical privacy for all dwelling units given the site. The proposed development staggers the building orientation of all individual buildings on-site in relation to each other to promote privacy for residents. The multifamily buildings have been moved to the center of the site to avoid any privacy issues with nearby uses.



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

Response: Emergency access is provided to all proposed buildings with appropriate site circulation and access. A secondary emergency access only is provided at the southeast portion of the site. It will be developed as a mountable curb and will be gated at all times with access provided via a Knox box.

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

Response: Safe and convenient access is provided via 10th Avenue North, which provides both ingress and egress for residents and guests. The multifamily development provides queuing for the subject site through a 150-foot throat distance from the south property line to the gate's call box.

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

Response: A pedestrian circulation system is provided that is separated from the vehicular circulation system as to assist in safe and efficient circulation. In addition, a meandering path is provided along 10th Avenue North which connects with the overall pedestrian system within the proposed development.

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

Response: The proposed ingress and egress drives located on 10th Avenue North will not create negative impacts on adjacent private property and minimize impacts on public and private ways.

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

Response: The proposed coordination of on-site circulation with off-site circulation is designed in such a manner as not to facilitate improper utilization.

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

Response: The site provides an additional 15' ROW dedication to the existing 80' ROW along 10th Avenue; the development will not be fragmented into small blocks.

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

Response: The City's Code requires a total of 379 parking spaces. Given the location of the site, nature of the development style, and programmatic needs for the development, 379 parking spaces



are provided on-site. The Applicant has provided a parking study, demonstrating that the proposed development only requires a maximum of 347 parking spaces for 230 occupied dwelling units.

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

Response: Refuse areas are designed to meet code requirements.

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

Response: The proposed development is designed to minimize negative impacts on adjoining properties; furthermore, the proposed development diversifies the corridor by providing residential options. The proposed development does not interfere with the functions of adjacent uses.

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

Response: The proposed development provides for a harmonious transition between surrounding commercial and neighborhood uses. Additionally, the exterior architecture offers high quality design and materials that further assists in creating a transition among surrounding architecture, density, and uses.

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

Response: Surrounding properties retain similar FLU and Zoning designations to that of the subject site, MU-W. The proposed development will continue to provide consistency with surrounding uses as well as maintain and promote a high-quality design standard.

DEVELOPMENT REGULATIONS

The proposed development plan meets the regulations as set forth in the table below. Additionally, the subject site is subject to the major thoroughfare design guidelines as this regulation only applies to properties located on 10th Avenue North from Dixie Highway to I-95. The site is located west of this area, thus, the guideline does not apply.

Furthermore, the development proposes to utilize the Sustainable Bonus Incentive Program (SBIP) in order to increase building height. Details on meeting these program requirements are discussed under the SBIP section of this report.

Section 23.3-18 (c) Development Regulations for Uses Permitted by Right		
TYPE	REQUIREMENT	PROPOSED
Density	Max density 37.5 dwelling units per gross acre (230 DU/Lot Area =6.39 AC.)*	35.99 dwelling units per acre
Lot Width	75 ft.	230 ft.
Height	30 ft. (not to exceed 2 stories)	Building A & C: 5-stories*
		Buildings B,D & E: 3-stories*
	*Additional 35 ft. of height under Sustainable Bonus Incentive Program (not to exceed 6	Building A & C: 3 additional stories



	stories) for blocks fronting 10 th Avenue North.		Buildings B,D & E: 1 additional story
Setback	<i>Front</i>	20 ft. min.*	28 ft.
	<i>Rear</i>	15 ft. min.*	18 ft.
	<i>Side</i>	20 ft. min.*	20 ft.
	<i>Bonus Height and Stories</i>	SBIP requires an additional 8 ft. min. for Front and Rear setbacks	
Living Area	<i>Multi-Family (Min.)</i>	Eff.	400 SF
		1 BR	600 SF
		2 BR	750 SF
		3 BR	900 SF
		4 BR	1,350 SF
Accessory Structure Limitations	Limited to 40% of principal structure		
Impermeable Surface Total	<i>Small Lot</i>	65%	
	<i>Medium Lot</i>	65%	
	<i>Large Lot</i>	65%	61%
Maximum Lot Coverage	<i>Small Lot</i>	60%	
	<i>Medium Lot</i>	55%	
	<i>Large Lot</i>	50%	21%
Maximum Wall Heights	<i>Height at Setback</i>	30 ft.	
	<i>Height with SBIP</i>	65 ft.	

Section 23.3-25(b)(2) – Density

Per the MU-W base zoning district, the subject site is allowed a density of 30 dwelling units per acre. Pursuant to the Planned Development district regulations, any R-PD is allowed a density bonus of 25%. The increase in density permits a maximum density of 37.5 dwelling units per acre, thus the proposed development provides a density of 35.99 dwelling units per acre. The increase in density is permitted by providing twice the base line sustainable bonus value, which applies to each square footage above the maximum threshold. Please see the sustainable bonus spreadsheet provided in this submittal.

Section 23.3-18 (c) – Setbacks.*

Pursuant to the setback regulations for developments permitted by right within the MU-W zoning district, minimum setback requirements are increased for those projects that are utilizing the SBIP in order to increase building height above the two-story height limit. As part of this development proposal, SBIP approval is requested in order to increase the building height; therefore, the site design is subject to the increased front façade and rear façade minimum setback requirements. Both setbacks require an additional distance of eight to twelve feet to the minimum requirement. However, the LDRs allow relief of that additional setback requirement due to the dedication of the right of way strip.

Section 23.6-1 – Landscape regulations.

Per the landscape regulations for new multi-family developments (Sec. 23.6-1 (f).2), the proposed site will provide the required ten-foot perimeter buffer adjacent to the 10th Avenue North right-of-way (ROW). In addition, the landscape strip provided on the west side of the property will provide a five-foot landscape strip as it is adjacent to an established tree line along the LWDD canal. The proposed landscape will meet the required minimum standards as provided within this section as well as provide higher quality landscaping within community areas.



Section 23.4-10 – Off-street parking.

Pursuant to Section 23.4-10, the parking requirements for the proposed multifamily development is detailed below:

Unit Type	Parking Requirements per Bedroom	Required Parking
1 Bedroom (104 Units)	1.5 Parking Spaces per Unit	156 Parking Spaces
2 Bedroom (117 Units)	1.75 Parking Spaces per Unit	205 Parking Spaces
3 Bedroom (9 Units)	2 Parking Spaces per Unit	18 Parking Spaces
Total		379 Parking Spaces

The proposed development provides a total of 379 parking spaces, which includes 82 compact parking spaces, 15 electric vehicle parking spaces, and 52 bike racks that substitute as eight parking spaces, thus the subject site does meet the City’s parking requirement.

SUSTAINABLE BONUS INCENTIVE PROGRAM (SBIP)

The proposed development seeks SBIP approval in order to increase the building height from the standard maximum regulation of two stories to permitting two, five-story buildings and three, three-story buildings, and to allow for a 25% increase in density. The SBIP offers the opportunity for the Applicant to increase building height within certain zoning districts in exchange for the incorporation of sustainable design features, community-based improvements and overall design excellence as part of the development proposal. The SBIP can be applied to developments in the MU-W Zoning District.

Section 23.2-33 (c).2. – Review/Decision

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

Response: The development proposal is consistent with the square footage and height requested. The request in height includes the increase of three floors for Building A and C and an increase of one floor for Buildings B, D and E. Per Section 23.3-18 (c), a development may increase its building height by an additional 35 feet under the SBIP (not to exceed 6 stories) for blocks fronting 10th Avenue North. The subject site is located along 10th Avenue, therefore, meets this requirement.

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

Response: The proposed project meets Section 23.3-18 (c) Development Regulations, as discussed above, as well as offers additional on-site features that provide sustainable project enhancements (Section 23.2-33 (d)). These include elements of the clubhouse, pool and amenity deck, tot lot, and dog park; higher quality landscaping; providing architectural character and aesthetic excellence; providing a quality design based on urban form and density; and providing housing diversity and accessibility.

Section 23.2-33 (d)(d) – Higher quality or additional open space beyond the requirements of the code.
Features such as a community clubhouse, pool deck, tot lot, and dog park offers the residents enhanced enjoyment of the provided open space areas and go beyond code minimum to increase quality of life.

Section 23.2-33 (d)(h) – Character and aesthetic excellence/urban form and density/housing diversity and accessibility.

The proposed development utilizes urban form and density to create a transition between surrounding intense commercial uses to lower residential uses by utilizing the “step-back” technique in building height. This method in urban form allows the development to provide the necessary transition between varying land uses that may otherwise be found to be incompatible with one another. Furthermore, the multi-family development provides housing diversity within the area as no other multi-family family options are provided within the immediate area.



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

Response: Not applicable.

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

Response: As identified by the criteria above, the proposed features and improvements meet the intent of the SBIP, onsite.

ARCHITECTURE

The architectural style being utilized for this project is contemporary. The main focus of the proposed development's design was to establish a modern look in a site where traditional styles of architecture would otherwise be used in order to break the mold and instill more diversity into the City of Lake Worth Beach's architectural scene. The proposed development has accomplished this by providing a variety of architectural techniques throughout the three building types such as:

- Vertical towers which break the verticality and horizontality of the architecture;
- Variant window styles and sizes;
- Series of score lines in designated areas provide a change of texture and in instances a visual base for the building;
- Solid and mesh balconies that provide an identity for particular units; and
- Metal awnings on top of sliders incorporates new materials while providing shade and slick frames throughout all buildings begin to engage and highlight connections to the site.

The color themes for the proposed development will match the style with a series of accent greys on a predominant white base.

Section 23.2-31 (l) – Community Appearance Criteria

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

Response: As demonstrated by the above architectural description, the proposed development is in conformity with good taste, good design, and in general contributes to the image of the City as a place of beauty, spaciousness, harmony, taste and high quality.

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

Response: The proposed development provides high quality design and materials. The exterior design and appearance will not cause the nature of the local environment or evolving environment to materially depreciate in appearance value.

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

Response: The proposed development is consistent with site plan requirements, signage, landscaping, and the comprehensive plan.



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

Response: It is found to be that the proposed development is in compliance with the architectural requirements.

8. CONCLUSION

The requested Rezoning to a R-PD zoning district, with an underlying MU-W, a Major Site Plan approval, and Sustainable Bonus Incentive Program are justified and consistent with the City of Lake Worth Beach's Comprehensive Plan, Code of Ordinances, and is compatible with surrounding uses. The subject site is in an ideal location to promote development. The development at this location improves an underutilized land area that is surrounded on all sides by built environment. The increase in density and building height through the R-PD zoning district and SBIP would allow a multifamily residential use that best compliments the 10th Avenue North corridor and surrounding high density residential uses. On behalf of the Applicant, WGI respectfully requests approval of this request to amend the subject site to a R-PD zoning district, with an underlying MU-W, and allow a Major Site Plan and SBIP approval.

AN APPRAISAL OF
**THE VACANT LAND
LOCATED ALONG THE NORTH SIDE OF
10TH AVENUE NORTH, SOUTH OF KEAST LANE,
AND 225' WEST OF BOUTWELL ROAD,
IN THE CITY OF LAKE WORTH,
PALM BEACH COUNTY, FLORIDA**

FILE NUMBER 18-77924

PREPARED FOR
MR. IGNACIO CATTANEO

AS OF
JUNE 26, 2018

BY
MICHAEL R. SLADE, MAI, SRA, CRE
CALLAWAY & PRICE, INC.



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June 28, 2018

Mr. Ignacio Cattaneo
9959 Collins Ave., Apt. 401
Surfside, FL 33154

Dear Mr. Cattaneo:

We have made an investigation and analysis of the vacant land located along the north side of 10th Avenue North, south of Keast Lane, and 225' west of Boutwell Road, in the City of Lake Worth, Florida. The Subject Property will be further described both narratively and legally within the following Appraisal Report. The purpose of this investigation and analysis was to provide our opinion of the "Across the Fence" (ATF) Value of the Fee Simple Estate of the Subject Property on June 26, 2018.

The Subject Property is a vacant, long and narrow strip of land currently owned by Lake Worth Investment Group that, in our opinion, has nominal Market Value by itself due to its small size (3,216 sq. ft.) and configuration. It sits directly along 10th Avenue North and the current owners are considering dedicating the strip of land to the City of Lake Worth. In the case of the Subject valuation, we have employed the "Across the Fence" appraisal methodology based on the Highest and Best Use of the Parent Tract (fully discussed herein).

This report has been prepared for our client and intended user, Mr. Ignacio Cattaneo. The intended use is for internal decision making. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

Based upon the scope of the assignment, our investigation and analysis of the information contained within this report, as well as our general knowledge of real estate valuation procedures and market conditions, it is our opinion that:

The "Across the Fence" Value of the Fee Simple Estate of the Subject Property, as of June 26, 2018 was:

\$33,000

Mr. Ignacio Cattaneo
June 28, 2018
Page Two

A description of the property appraised, and the adjacent Parent Tract, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. For your convenience, an Executive Summary follows this letter. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent.

Respectfully submitted,

CALLAWAY & PRICE, INC.

A handwritten signature in cursive script that reads "Michael Robert Slade".

Michael R. Slade, MAI, SRA, CRE
Cert Gen RZ116

A handwritten signature in cursive script that reads "Nicola Ellefson".

Niccola L. Ellefson, MAI
Cert Gen RZ2096

MRS/NLE/KPD/18-77924
Attachments



Executive Summary

PROPERTY TYPE	:	Vacant land.
LOCATION	:	The Subject Property is located along the north side of 10th Avenue North, south of Keast Lane, 225' west of Boutwell Road, in the City of Lake Worth, Florida. The property has a Lake Worth mailing address in zip code 33461.
DATE OF VALUATION	:	June 26, 2018
PROPERTY DESCRIPTION		
LAND	:	The Subject Property consists of a long and narrow shaped site, and contains approximately 3,216 square feet, or 0.074 acres of land. The adjacent Parent Tract is an irregular-shaped parcel of land comprised of 223,898 square feet, or 5.14 acres, according to the site plan provided.
IMPROVEMENTS	:	None.
ZONING	:	Mixed Use - West (MU-W) with a maximum density of 30 units per acre by the City of Lake Worth.
LAND USE PLAN	:	Mixed Use - West (MU-W) by the City of Lake Worth.
HIGHEST AND BEST USE		
AS VACANT – SUBJECT	:	Assemblage with Across the Fence (ATF) Parent Tract for future development.
AS VACANT – PARENT TRACT	:	As proposed for multifamily apartments.
ACROSS THE FENCE (ATF) VALUE OF THE FEE SIMPLE ESTATE OF THE SUBJECT PROPERTY, AS OF JUNE 26, 2018	:	\$33,000



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Qualifications:	
Michael R. Slade, MAI, SRA, CRE	
Niccola L. Ellefson, MAI	



CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
4. We have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The analyses, opinions, and conclusion were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and The Interagency Appraisal and Evaluation Guidelines, December 10, 2010.
9. Niccola L. Ellefson, MAI has made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the persons signing this certification.
11. The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.



12. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
13. The reported analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
14. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
15. As of the date of this report, Michael R. Slade, MAI, SRA, and Niccola L. Ellefson, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.

Michael R. Slade, MAI, SRA, CRE
Cert Gen RZ116

Niccola L. Ellefson, MAI
Cert Gen RZ2096



GENERAL ASSUMPTIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.
2. The value opinion in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.
3. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.
4. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. No right to expert testimony is included, unless other arrangements have been completed. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements; and, in any event, the appraiser's total liability for this report is limited to the actual fee charged.
5. No rights to expert witness testimony, pre-trial or other conferences, depositions, or related services are included with this appraisal. If as a result of this appraisal process Callaway and Price, Inc., or any of its principals, its appraisal consultants or experts are requested or required to provide any litigation services, such shall be subject to the provisions of the engagement letter or, if not specified therein, subject to the reasonable availability of Callaway and Price, Inc. and/or said principals or appraisers at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses of Callaway and Price, Inc. either in accordance with the engagement letter or arrangements at the time, as the case may be.



General Assumptions and Limiting Conditions

6. Any material error in any of the data relied upon herein could have an impact on the conclusions reported. We reserve the right to amend conclusions reported if made aware of such error. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusion within 30 days of delivery of this reported and should immediately notify us of any questions or errors.
7. The market value reported herein assumes that all taxes and assessments have been paid, and assumes a fee simple interest unless otherwise reported. The body of the report will define the interest appraised if it differs.
8. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.
9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.
10. Our opinion of value was based on the assumption of competent marketing and management regarding the property. If there is no competent marketing and management, then the market value opinion herein may not apply.
11. Typically, the best indication of site size and boundaries is a boundary survey. We requested but were not provided a boundary survey. If the site size utilized differs significantly from the actual size, the appraisal may be subject to revision.

LIMITING CONDITIONS

1. No hypothetical conditions are part of this appraisal assignment.
2. No extraordinary assumptions are part of this assignment.



General Assumptions and Limiting Conditions

3. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of, nor did the appraisers become aware of such during their inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.
4. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.
5. A site plan of the Subject site, as well as of the adjacent larger, or Parent Tract, was provided and shown herein. The site plan was prepared by WGI, Project Name: Golden Rod Apartments, Job 2154.01, dated 12/06/16, and revised 10/20/17 and depicts the larger adjacent parcel in addition to the Subject site. The Subject Property consists of a long and narrow shaped sliver of land with dimensions of 14' x 229.75' and containing approximately 3,216 square feet, or 0.074 acres, according to the site plan. We have relied upon the site plan herein; if the land area is found to be different than what we were provided, the value could change.



VIEW OF SUBJECT PROPERTY LOOKING WEST



VIEW OF SUBJECT PROPERTY ALONG 10TH AVE N



VIEW OF ADJACENT PARENT TRACT



VIEW OF ADJACENT PARENT TRACT TOPOGRAPHY



LOOKING SOUTH FROM PARENT TRACT AT SUBJECT ALONG 10TH AVENUE NORTH



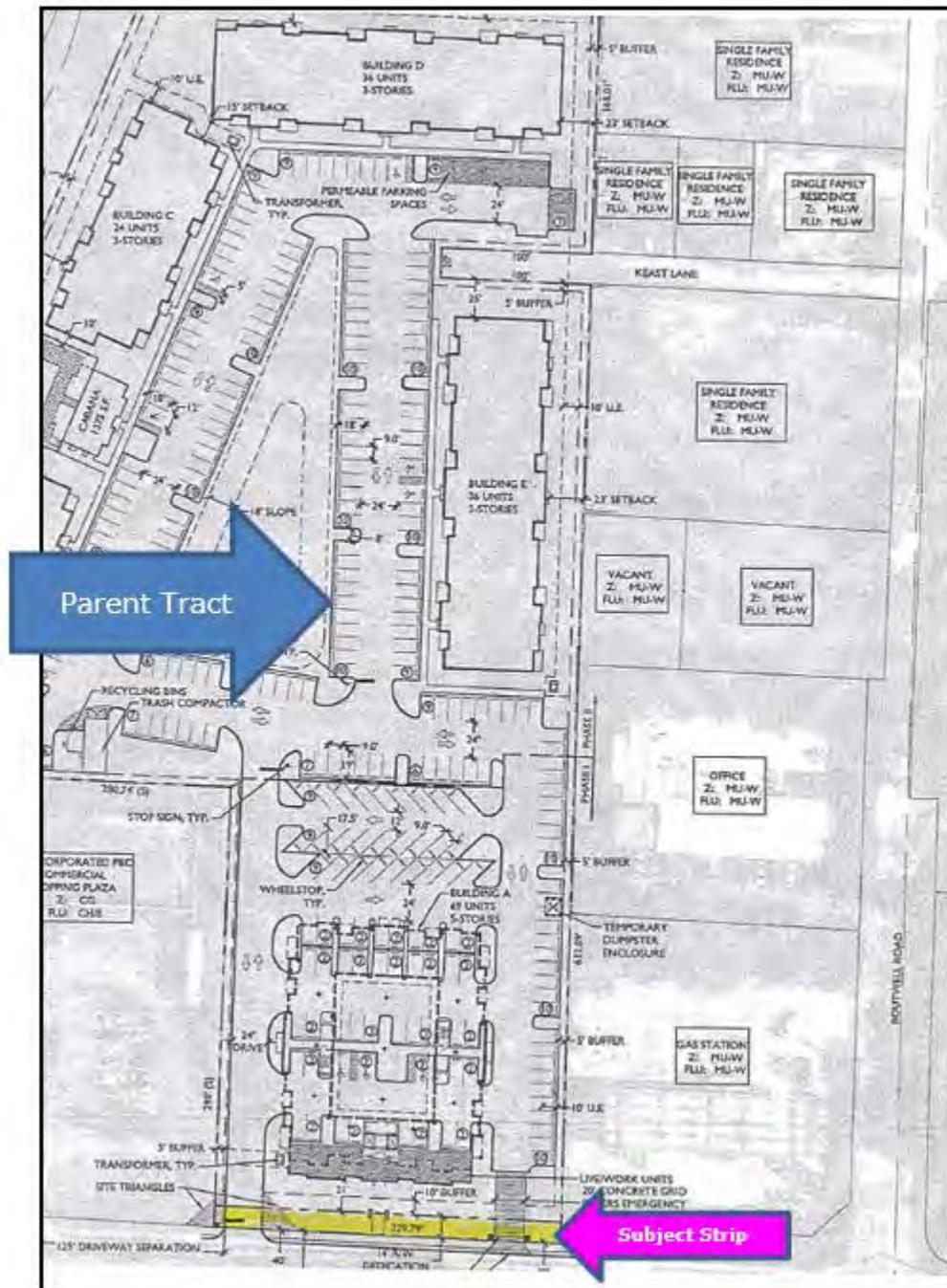
VIEW LOOKING EAST ALONG 10TH AVENUE NORTH FROM SUBJECT



VIEW LOOKING WEST ALONG 10TH AVENUE NORTH FROM SUBJECT



AERIAL VIEW



SITE PLAN



DEFINITION OF THE APPRAISAL PROBLEM

Purpose, Date of Value, and Interest Appraised

The purpose of this investigation and analysis was to provide our opinion of the "Across the Fence" Value of the Fee Simple Estate of the Subject Property as of June 26, 2018.

Intended Use and User of Appraisal

This report has been prepared for our client and intended user, Mr. Ignacio Cattaneo. The intended use is for internal decision making. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

Legal Descriptions

Lengthy metes and bounds legal descriptions can be found in the Addenda.

Source: Public records and client.

Market Value

"As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Source: The Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010, Pgs. 61-62.



Definition of the Appraisal Problem

Fee Simple Estate

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Fee Simple Estate on page 78 as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Across the Fence Method

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Method on page 3 as follows:

"A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land."

Across the Fence (ATF) Value

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Value on page 3 as follows:

"In corridor valuation, a value opinion based on comparison with adjacent lands including the consideration of adjustment factors such as market conditions, real property rights conveyed, and location."

Exposure Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Exposure Time on page 73 as follows:

"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market."

There is a requirement under Standard Two to report exposure time according to the latest USPAP publication. "Exposure Time" is different for various types of property under different market conditions.

We have reviewed the exposure time on the sales contained in the Sales Comparison Approach in this appraisal. Based on that data and the current market, it is our opinion that the Subject Property would have had an exposure time of approximately 12 months.



Definition of the Appraisal Problem

Marketing Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Marketing Time on page 140 as follows:

“An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.”

“Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, “Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions” address the determination of reasonable exposure and marketing time.”

Based on this, and considering the marketing times of the sales used in our Sales Comparison Approach, the Subject should have a marketing time of up to 12 months, provided there is adequate financing available, the property is listed for sale at market value, and is marketed by a competent brokerage firm.



SCOPE OF WORK

According to the 14th Edition of The Appraisal of Real Estate, page 135, "Scope of Work refers to the type and extent of research and analyses in an assignment. The appraiser is responsible for determining the appropriate scope of work in the appraisal assignment. Scope of work for an assignment is acceptable if it leads to credible assignment results, is consistent with the expectations of parties who are regularly intended users for similar assignments, and is consistent with what the actions of the appraiser's peers would be in the same or a similar assignment."

The first step in the appraisal process is the identification of the appraisal problem which included the purpose and date of value, determining the interest being appraised, intended use and user of the appraisal, and identifying the real estate (legal description). This step also determines if the appraisal was subject to any extraordinary assumptions or hypothetical conditions, which it was not.

The next step involves the inspection of the Subject Property in June 2018 by Nicola L. Ellefson, MAI. Our inspection allowed us to understand the physical components of the Subject Property. In addition to the inspection of the Subject Property, we also began the data-collection process and, subsequently, an analysis of the factors that affect the market value of the Subject Property, including property data analysis. We gathered and reviewed information from the Palm Beach County Property Appraiser's Office, City of Lake Worth Planning and Zoning Department, and interviews with brokers, owners and other market participants to understand and describe the Subject Property and its surroundings.

The third step in the process is a market area analysis and neighborhood analysis to determine the Highest and Best Use of the Subject Property. Through the Highest and Best Use analysis, we determine the issues that have an effect on the final opinion of value. To determine the Highest and Best Use, we rely on information obtained from the data-collection process.

The fourth step was the application of the appropriate approach for the site valuation. *No approaches were specifically omitted from this appraisal either by the client or the appraiser.* The most reliable way to estimate land value is by the Sales Comparison Approach. When few sales are available, however, or when the value indications produced through sales comparison need additional support, alternative techniques like extraction or allocation may be applied. There have been no relevant sales of similar strip or easement parcels that we could confirm. Therefore, the standard Sales Comparison Approach is limited due to lack of arm's length sales of similar sites.



According to *The Dictionary of Real Estate Appraisal*, 6th edition, alternative valuation approaches for buffer land may include the Across the Fence (ATF) method. The Subject Property is owned by the Lake Worth Investment Group, LLC. It has direct frontage along 10th Avenue North and could potentially be dedicated to the city for roadway use. It is our opinion that the Subject site has nominal Market Value by itself due to its small size and configuration.

Therefore, we have employed the "Across the Fence" ATF appraisal methodology in our analysis based on the comparison to abutting land. This theory is consistent with the Highest and Best Use of assumed assemblage with ATF land, and a sale to abutting owners. In the value of the Subject Property, we have analyzed the adjacent site to the north, the "parent" tract to derive a value estimate on a per square foot basis. This unit value was applied to the Subject's land area in order to determine an overall value opinion for the Subject Property.

Therefore, in the case of the Subject Property the only approach used was the Sales Comparison Approach via the ATF methodology. Since only one approach to value was used, no reconciliation was needed.



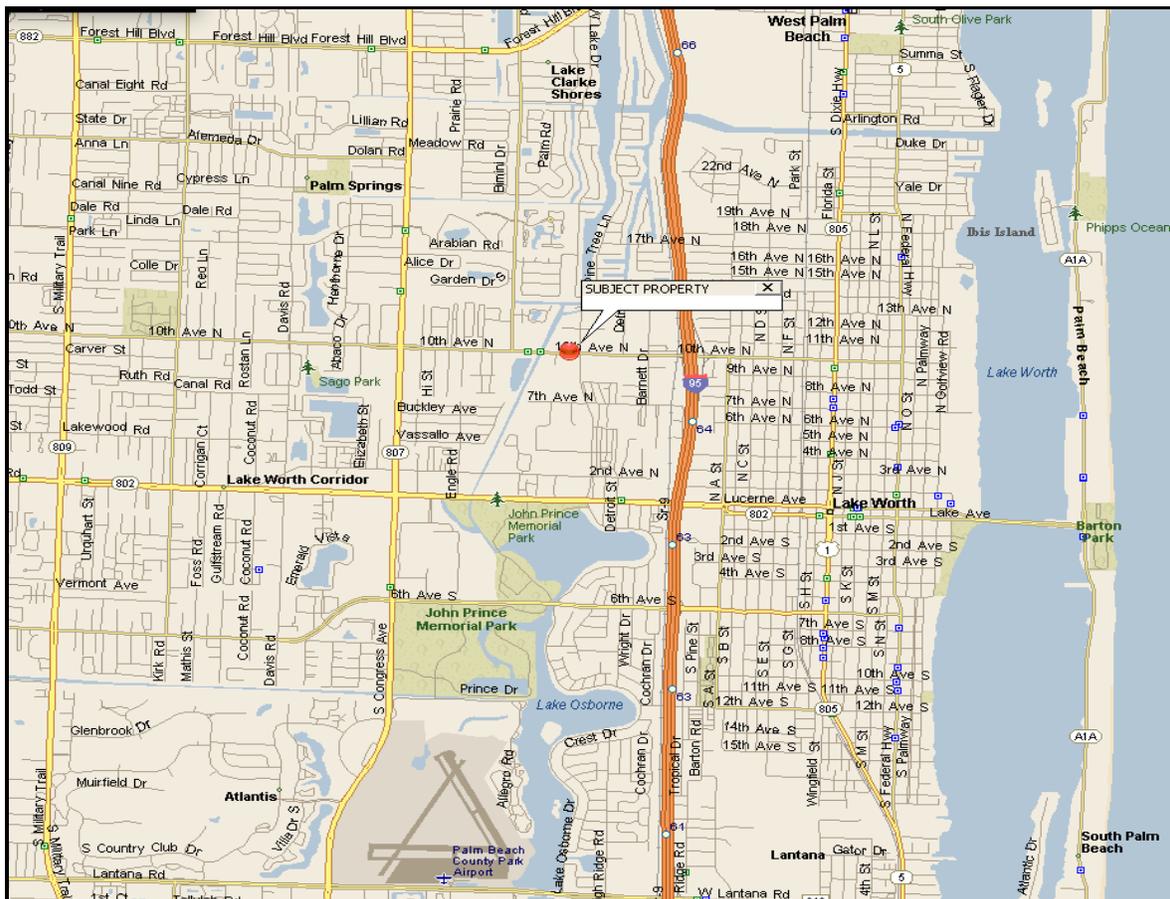
NEIGHBORHOOD DATA

Preface

The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 14th Edition on page 165 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries."

Neighborhood analysis requires the identification of boundaries. The boundaries may be defined by complimentary land uses, social factors, economic, or physical boundaries. In the case of this appraisal assignment, neighborhood boundaries are identified by physical boundaries and surrounding land uses.

Neighborhood Map





The Subject neighborhood is situated in the central portion of Palm Beach County and consists of properties located in Greenacres, Lake Worth, Palm Springs, Atlantis, Lake Clarke Shores and unincorporated areas of Palm Beach County, Florida. The neighborhood is bounded by Forest Hill Boulevard on the north, Lantana Road on the south, Interstate 95 on the east, and Jog Road on the west.

Land uses within the Subject neighborhood are varied and include many types of commercial, industrial and residential properties. The commercial uses include neighborhood shopping centers, gas stations, a variety of strip centers, restaurants, financial institutions, auto service facilities and automobile sales facilities. The industrial uses include warehouses, storage and manufacturing facilities. Several major land uses are situated within the neighborhood including the Palm Beach County Park Airport, John Prince Memorial Park, the Atlantis Country Club and Golf Course, and the JFK Medical Center.

The primary north/south thoroughfares through the neighborhood include Congress Avenue, Military Trail, and Jog Road which handle the majority of the local traffic. Interstate 95 provides excellent access to all of Florida's east coast.

The major east/west thoroughfares through the Subject neighborhood are 10th Avenue North, Forest Hill Boulevard, 6th Avenue South/Melaleuca Lane, Lake Worth Road, and Lantana Road. Most of these thoroughfares have access to Interstate 95 and extend from U.S. Highway 1 to the western extremes of the County. Lake Worth Road provides access to Florida's Turnpike and extends from Ocean Avenue to beyond State Road 7 (U.S. Highway 441).

Boutwell Road is currently under construction directly south of the Subject Property in the city's Park of Commerce. A total of \$1.4 million will be spent on Boutwell Road for road widening, sidewalks, and installing utilities. The Park of Commerce is a 375-acre site and connector along Interstate 95 north of Lake Worth Road that has been the subject of upgrades for nearly 20 years. The city received the money from the U.S. Economic Development Administration. The road project should be done by June 2019 and will create 320 jobs, and is expected to lure close to \$20 million in private investment.

At the southwest quadrant of 10th Avenue North and Boutwell Road, an 18.6-acre site was improved with a 252,000-square-foot warehouse/distribution project called Interstate Business Center. The warehouses were completed and delivered in December 2016. The two buildings each have 126,000 sq. ft. and are reportedly 75% leased with rents in the \$7.95 per sq. ft. NNN range. Wurth Action Bolt and Tool is occupying one of the buildings at 701 Boutwell Road. In September 2017, Silverman Group paid \$30.7 million (or \$122 per sq. ft.) for these two industrial buildings. The land, which totals 18.6-acres had sold in 2015 for \$4.9 million, or \$6.04 per sq. ft. The Silverman Group is a family-owned private equity and development firm focused on commercial and industrial real estate, and has an office in Palm Beach. Plans are anticipated to be submitted for a Wyndham Hotel at the southwest corner of 10th Avenue North and Boutwell Road. The area is expected to be a future hub of



commercial activity and improving Boutwell Road and the area's infrastructure makes the entire area more attractive to businesses.

The neighborhood is approximately 90% developed. Over the past 5-10 years or so, there have been apartment complexes and multi-dwelling townhouse complexes built on the few remaining vacant parcels. A recent project completed in the neighborhood is The Village at Lake Worth, a 216-unit luxury development located on the northwest corner of Lake Worth Road and Boutwell Road, across from John Prince Park with views of Lake Osborne. The apartment rents range between \$990 and \$1,465 per month and demand has reportedly been strong.

A planned residential development called Village of Valor is expected to open in 2018. Although the complex will be focused on veterans and their families, housing will be open to any low-income family. Located at 2431 2nd Avenue N., the project is being built on a 13-acre site and will have 140 apartments and townhomes, as well as a coffee shop, dining room, library, playground, pool and park. A support center on site will help homeless vets get counseling and find work. The complex is set to have a small-town feel and will be designed to cultivate a new family for veterans. This apartment/townhouse project is being constructed in conjunction with private funding and tax credits and grants from the Veterans Association. Rent will cost about \$1,000 a month for a two-bedroom unit, but most residents likely will receive housing assistance from federal programs.

Public and private schools adequately serve the neighborhood. Several elementary, middle, and high schools are located within, or near the neighborhood. Palm Beach State College, located at Lake Worth Road and Congress Avenue, is a two-year college offering a variety of courses ranging from business to the social sciences, with three other branches in other sections of Palm Beach County.

Medical facilities are conveniently located within the neighborhood. JFK Medical Center, founded as a 150 bed hospital in 1966, is located on Congress Avenue, just south of 6th Avenue South. The facility recently completed its \$76 million expansion project that increased the number of beds to 424. The expansion included a new emergency room, 37 additional hospital beds, 57 additional private rooms (making 70% of the rooms private) and a new 36-bed Intensive Care Unit. Other private medical facilities are located throughout the neighborhood, such as nursing homes and medical and dental offices.

Conclusion

The Subject neighborhood is an established residential and commercial area of Central Palm Beach County. The neighborhood's convenient access to other areas of Palm Beach County makes it a desirable area.



APARTMENT MARKET OVERVIEW

In this Market Overview section, we will present market information on apartment supply and rental demand, as well as rental housing market trends. The information presented was gathered from various apartment market surveys coupled with our own research.

Palm Beach County Apartment Market

We analyzed data reported in the *Palm Beach County Quarterly Housing Report – 2nd Quarter 2018*, prepared by Reinhold P. Wolff Economic Research, Inc., for insight into the multi-family rental market.

During the 1st quarter of 2018, a total of 326 new rental apartments were absorbed in Palm Beach County, 716 new units were completed, and 752 units were started. The 2,561 new units absorbed in the county during all of 2017 was 68.5% greater than 1,520 absorbed during 2016. In the last 6 months (from October 2017 to March 2018), 355 new rental units were completed per month.

New rental apartment building activity is modest compared to the estimated demand level of about 5,335 units per year during 2018-2021. Up to six months of supply is considered as acceptable to have available without having an excessive supply. This means that the market could therefore support up to 2,668 new units in inventory at the present time. This also suggests that the apartment vacancy rates should remain low in the foreseeable future.

The most recent reported vacancy rate within Palm Beach County in mature apartment developments (18+ months) was 5.3% as of May 2018, being slightly lower than the 5.6% rate reported in May 2017. The vacancy rate was found to be the highest in the Central West Palm Beach area (Areas 4 & 4A) at 6.6%, followed by the Jupiter/Palm Beach Gardens area (Areas 1 & 2) with 6.1%. The Subject Property falls within the Lake Worth/Lantana sub-market (Area 8), which reflected a vacancy rate of 3.6%, well below the Palm Beach County average at 5.6%.

The overall average monthly rent for apartments in mature rental developments within Palm Beach County increased by \$33.00 to a total of \$1,726 per month from one year ago. Over the past year the average rent increased 3.0% from the \$1,676 average found a year ago. During the most recent 3 month period, one bedroom rents increased by \$29.00 to \$1,470; two bedroom rents increased by \$25.00 to \$1,755; and three bedroom rents increased by \$65 to \$2,121 on a monthly basis.

As of 2nd quarter 2018, the Subject's Area 8, Lake Worth/Lantana, had average monthly rates of \$1,256 for a one-bedroom, \$1,508 for a two-bedroom apartment, and \$1,849 for a three-bedroom unit. Rents have increased substantially over the past year in this area. In 3rd quarter 2017, the Subject's Area 8, Lake Worth/Lantana, had average monthly rates of \$1,088 for a one-bedroom, \$1,343 for a two-bedroom apartment, and \$1,577 for a three-bedroom unit.



Lower-income affordable tax credit developments are surveyed separately from market rate developments. Based on the survey of 33 fully completed and absorbed tax credit developments in Palm Beach County as of May 2018, these developments contain a total of 6,836 units of which 0.8% are vacant.

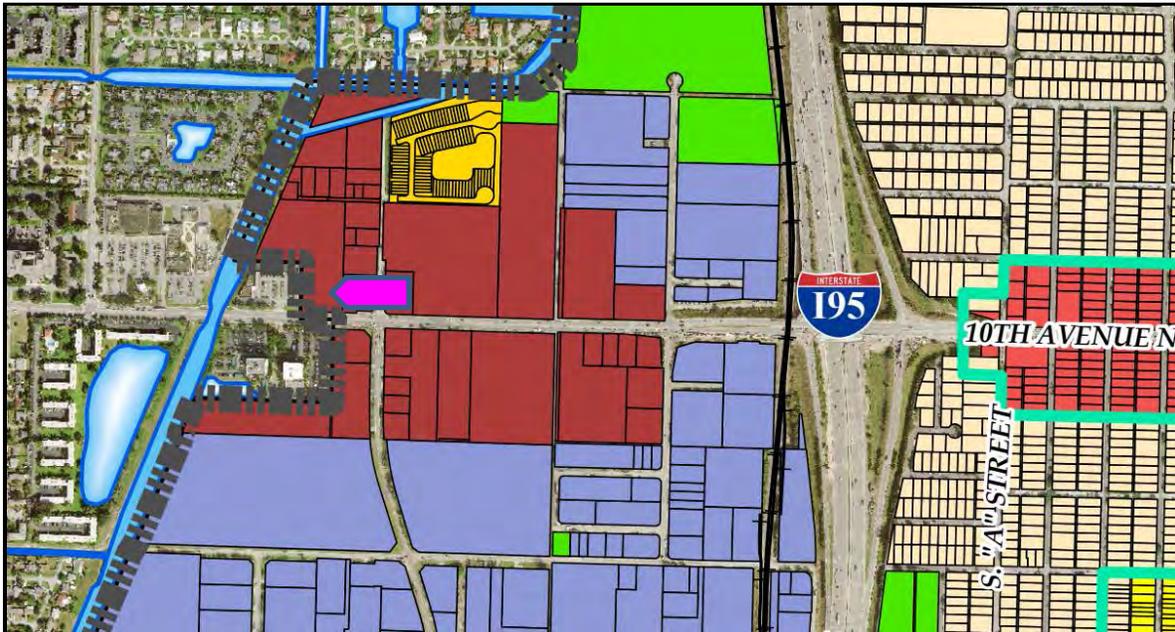
The overall average monthly rent of apartments in the tax credit developments is \$977 or approximately 43.4% lower than the average of \$1,726 found in the market rate developments.

Conclusion

In the local market, data shows that rental rates appear to be increasing, especially within projects with renovated units in good location. The most recent Reinhold Wolf study shows rents have been increasing for several years and seem to be continuing along this trend. The creation of new apartment product seems to be at a steady pace, but below the current demand, thus occupancies are trending upward.

Sales of multifamily apartment projects within Palm Beach County are showing shorter marketing times, with an increase in activity as of late, and a trend of prices shifting from stabilized to increasing due to improvements in the economy overall.

Overall, the general consensus of our conversations with active market participants was that market activity has momentum for this property type, demand is expected to continue, and the long term outlook is very positive for the Subject's market area.



Zoning Map

Land-Use Plan

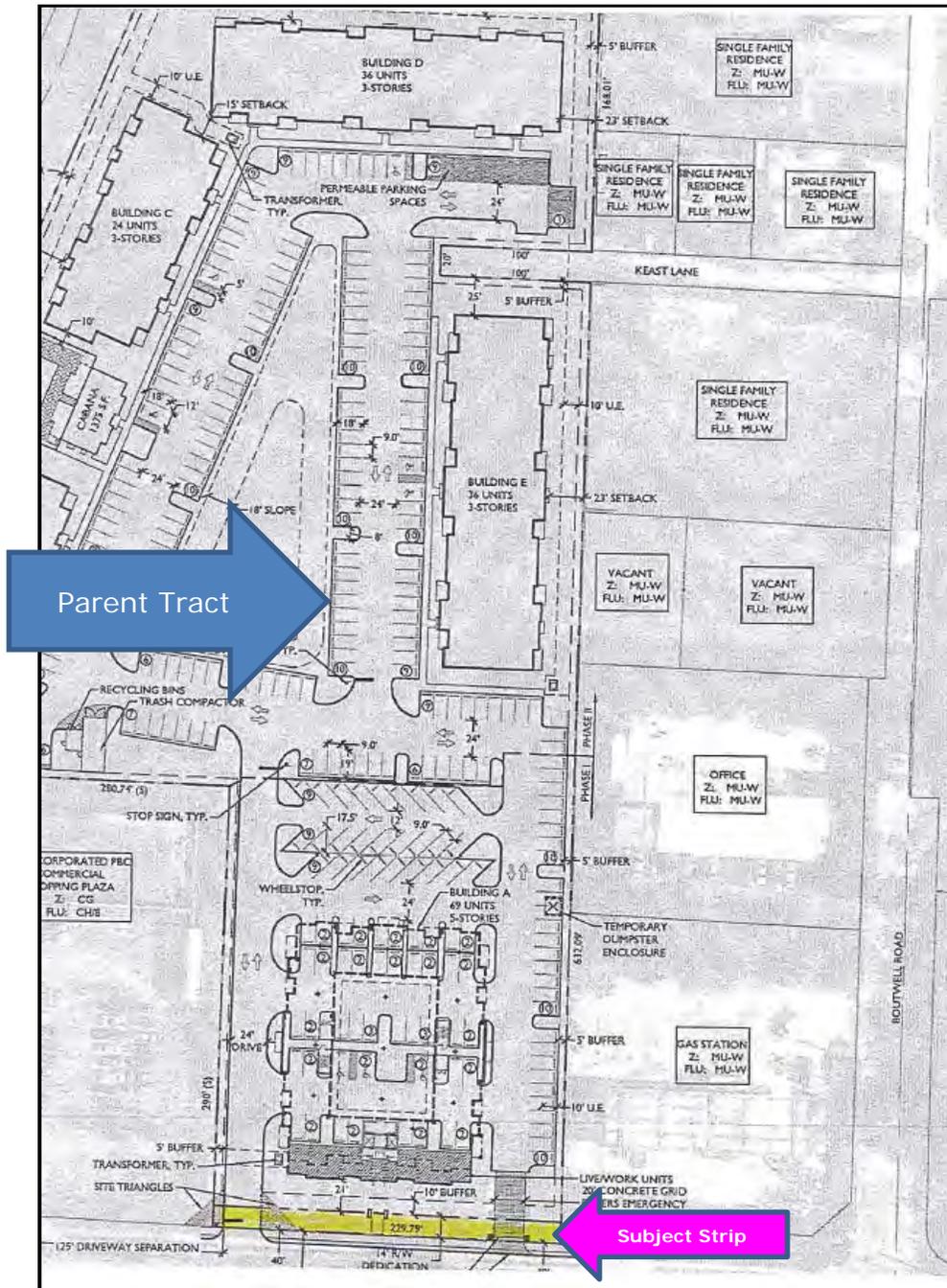
The Land Use Plan designation for the Subject Property is Mixed Use - West (MU-W) by the City of Lake Worth.

Easements and Deed Restrictions

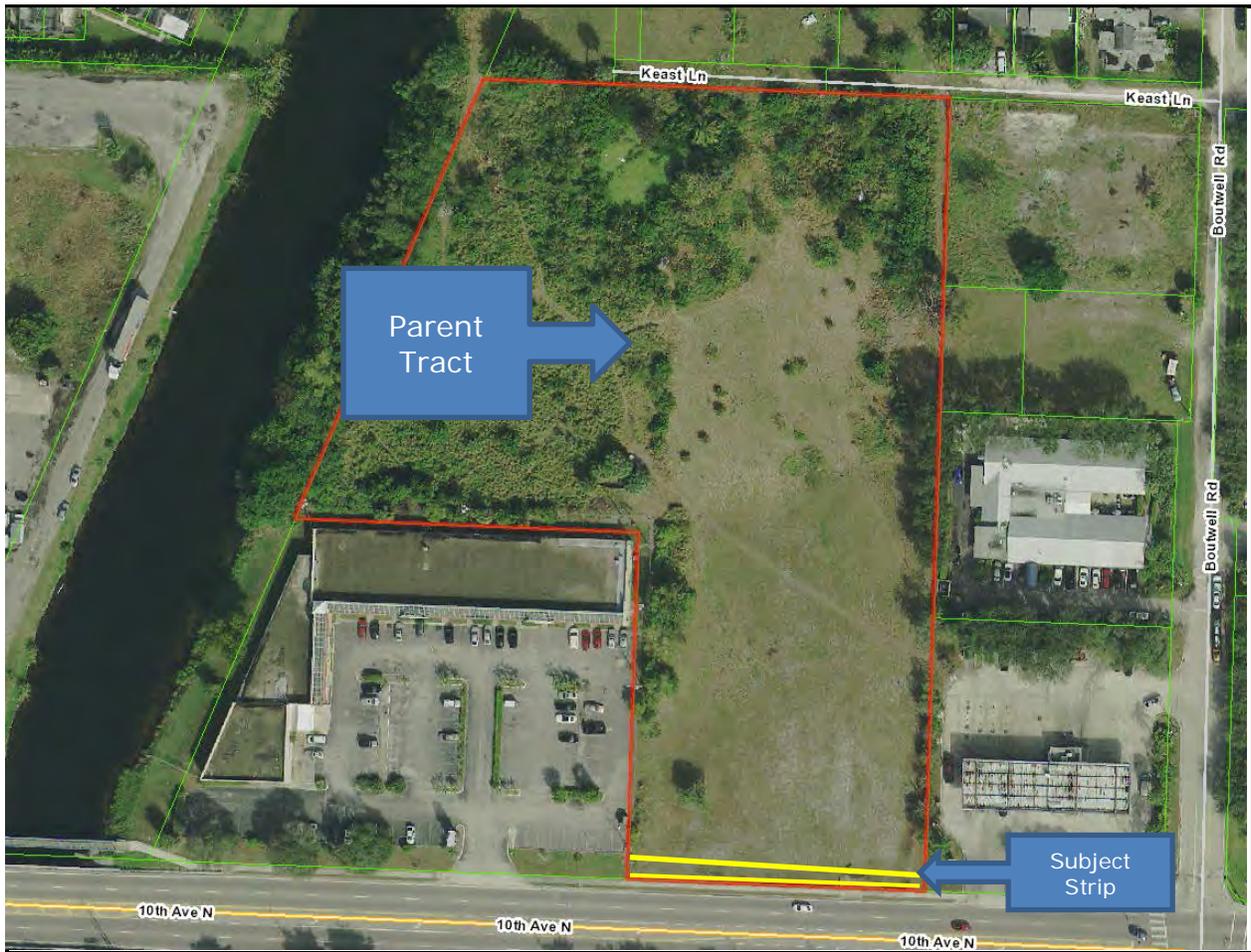
We have not been provided a title search for the Subject Property. Based upon our inspection of the property records, no adverse easements or deed restrictions were noted.

Site Size, Shape and Access

A site plan of the Subject site was available for our review, which also included the adjacent larger tract, referred to as the Parent Tract. The **Subject Property** consists of a long and narrow 14' x 229.75' parcel of land along 10th Avenue North. The site contains approximately 3,216 square feet, or 0.074 acres of land. The site plan of the Subject was provided by our client and is shown on the following page.



The adjacent, larger, **Parent Tract** to north of the Subject strip is irregular in shape and contains 223,898 square feet, or 5.14 acres. This site has similar topography and also has canal frontage along a LWDD canal on its west side. It has similar zoning and land use designations. The Parent Tract has 229.75' along the north side of 10th Avenue North, 630' along the east side, 373' on the north side, and 383' on the west side. Overall, access and exposure are considered to be average. A Parcel Map indicating the Subject Property and the adjacent Parent Tract is shown on the following page.



Utilities

All public utilities are available for the Subject Property and the Parent Tract. Water and sewer service is provided by the City of Lake Worth, electricity by FPL, and telephone service by AT&T and other private carriers.

Topography

The Subject site and the Parent Tract are generally level and slightly above the grade of the surrounding roads. While a soil survey was not provided, no drainage problems were noted at the time of inspection.



Census Tract

2017 FFIEC Geocode Census Report

Address: 2310 KEAST LN, LAKE WORTH, FL, 33461
MSA: 48424 - WEST PALM BEACH-BOCA RATON-DELRAY BEACH, FL
State: 12 - FLORIDA
County: 099 - PALM BEACH COUNTY
Tract Code: 0043.00

Summary Census Demographic Information

Tract Income Level	Upper
Underserved or Distressed Tract	No
2017 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	\$67,900
2017 Estimated Tract Median Family Income	\$90,388
2010 Tract Median Family Income	\$87,750
Tract Median Family Income %	133.12
Tract Population	5973
Tract Minority %	32.43
Tract Minority Population	1937
Owner-Occupied Units	2095
1- to 4- Family Units	2524

Census Income Information

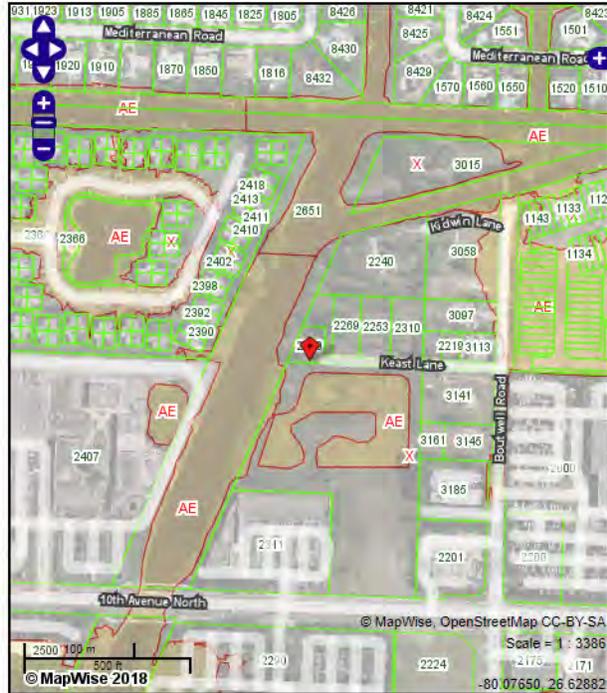
Tract Income Level	Upper
2010 MSA/MD/statewide non-MSA/MD Median Family Income	\$65,914
2017 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	\$67,900
% below Poverty Line	7.52
Tract Median Family Income %	133.12
2010 Tract Median Family Income	\$87,750
2017 Estimated Tract Median Family Income	\$90,388
2010 Tract Median Household Income	\$69,636



Flood Hazard Zone

Flood Report

Address (from parcels)	2289 KEAST LN LAKE WORTH 33461
FEMA Data Source	DFIRM - Digital Flood Information Rate Map
Inside Special Flood Hazard Area?	OUTSIDE SPECIAL FLOOD HAZARD AREA
Risk Level	MODERATE TO LOW RISK AREAS
Flood Zone(s)	X
Description(s)	X = OUTSIDE FLOODPLAIN
Base Flood Elevation	-9999.000000000
NFIP Community Name	Palm Beach County
County	PALM_BEACH
State	Florida
NFIP Community Number	120192
NFIP Map Number or Community Panel Number	12099C0589F
Inside CBRA?	FALSE
CBRA Type	N/A
Map Panel Effective Date	10/5/2017
LOMA/LOMR (yes/no)	UNKNOWN - check map
LOMA/LOMR Date	UNKNOWN - check map



Assessed Value and Taxes

The assessed values and taxes for both the Subject Property and adjacent Parent Tract are shown in the following chart.

<u>Subject Assessment and Taxes - 2017</u>				
Folio Number	Land Assessment	Improvement Assessment	Total Assessment	Taxes
Subject site is part of Parent tract:				
383-44-20-01-026-0010	\$771,000	N/A	\$771,000	\$18,093

It is noted that the Subject Property is part of the larger parent tract and is not separately assessed.



Property History

A title search was not provided by the client, nor did our office perform one. We make no warrant as to the legal title of the Subject Property. According to the Palm Beach County Property Official Records, the Subject is currently under the ownership of Lake Worth Investment Group, LLC. The Parent Tract was purchased in September 2013 for a total consideration of \$925,000 or \$4.13 per square foot. The current owner/developer has hired WGI to draft a preliminary site plan to develop the site with a residential apartment community. To the best of our knowledge, no approvals are in place yet. The sale in 2013 appears to have been market oriented at that time, however based on the age of this sale and changes in market conditions it will not be considered in our analysis. There have not been any other recorded sales on the Subject Property within the past five years that we were made aware of. As far as we could determine, the Subject Property is not listed for sale or under contract at this time.



HIGHEST AND BEST USE

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute defines Highest and Best Use on page 93 as follows:

"The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

To estimate the Highest and Best Use of the Subject, we have considered those uses which are legally permissible, physically possible, financially feasible, and maximally productive. Consideration was given to individual features of the land such as size, shape, location, access to roadways, and the availability of utilities. Consideration was also given to the surrounding land uses and the demand for property in the current real estate market.

As stated in the Scope of Work section of the report, the Subject, which is located along the north side of 10th Avenue North, south of Keast Lane, and 225' west of Boutwell Road is a strip of land that the owners may dedicate to the City of Lake Worth. The site is a 14' wide x 229.75' long strip of vacant land not used for any particular purpose. In the Subject valuation, we have used the Across the Fence (ATF) method where we utilize the market data of adjacent or near-by properties, which assumes that the value of the land is similar to the value of adjacent properties. This theory is consistent with the Highest and Best Use of assumed assemblage with ATF land and sale to abutting owners.

In the case of the Subject Property, we have analyzed the adjacent site to the north, referred to as the "parent tract" to derive a value estimate on a per square foot basis. This unit value will be applied to the Subject's land area in order to determine an overall value opinion for the Subject Property. As we are estimating the land value of the adjacent parcel, it is appropriate to consider the Highest and Best Use of this parcel, as well, prior to analyzing comparable market data.

Conclusion – Parent Tract

The Parent Tract is a 5.14-acre vacant site. The current Highest and Best Use of the site is for residential multifamily development, based on the following criteria:

Legally Permissible

The current MU-W, Mixed Use–West zoning would allow future development of the site to a maximum residential density of 30 units per acre.

Physically Possible



The vacant site is irregular in shape and contains 5.14 acres. The site's size and shape allow for multiple development options. The site has average roadway exposure and access and is physically well suited for multifamily type of use due to the topography, size and location.

Financially Feasible

The surrounding land uses are an important consideration, especially in regard to the principle of conformity. The site's immediate land uses consist of single family homes, PUD's (Planned Unit Developments), multifamily projects including villas and townhomes, trailer parks, along with commercial uses along surrounding arterial roadways. The residential market in Palm Beach County has been experiencing strong demand especially in the multifamily segment. Based on the aforementioned market conditions, it is our opinion that the financially feasible use for the site would be as proposed for a multifamily residential project as allowed by the zoning.

Conclusion – As Vacant

Therefore, based on an analysis of the neighborhood, prevailing land values, active market participants, as well as current economic conditions, it is our opinion that the Highest and Best Use of the site is for future multifamily residential development. The most probable buyer of the Parent Tract would be an investor/speculator looking to develop the site with a high density residential project of some sort, as previously discussed.



LAND VALUE ANALYSIS

According to the 14th Edition of The Appraisal of Real Estate on page 44, the valuation of land begins by identifying the real estate and property rights valued, any encumbrances, use restrictions, and the land's physical characteristics. An appraiser can use several techniques to obtain an indication of land value:

- Sales Comparison
- Extraction
- Allocation
- Subdivision Development
- Land Residual
- Ground Rent Capitalization

Usually the most reliable way to estimate land value is by sales comparison. When few sales are available, however, or when the value indications produced through sales comparison need additional support, procedures like extraction or allocation may be applied. In the case of the Subject Property the only approach used was the sales comparison approach.

Sales Comparison Approach

In order to estimate the Market Value of the Subject Property by the Sales Comparison Approach, a search was made for recent sales of vacant land with characteristics similar to the Subject. Since the Highest and Best Use of the Subject Property is for multifamily residential development, we have used recent sales of properties that were purchased for multiple-family residential development. Our search was concentrated on properties located within close proximity to the Subject Property. We searched for the last 12 months but found no 2018 sales due to the lack of available land. Therefore, we went back to 2017 and found five good comparable multifamily land sales. The comps were analyzed and compared to the Subject Property on a price per square foot of land area basis and a price per potential residential dwelling unit basis. These are the units of comparison most widely recognized by participants in this market sector. All of the comps were considered with regard to property rights transferred, financing, conditions of sale, time or market conditions, location, size, site quality and access.

As mentioned in the Scope and Highest and Best Use sections of the report, we have based on our analysis on the Across the Fence (ATF) method. In order to apply this methodology, we have estimated the Subject's value per square foot based on the adjacent Parent Tract and then applied the unit value to the Subject Property's square footage. The comps and Parent Tract are summarized on the chart on the following page, with a location map and detailed sales write-ups to follow.



Discussion of Vacant Land Sales

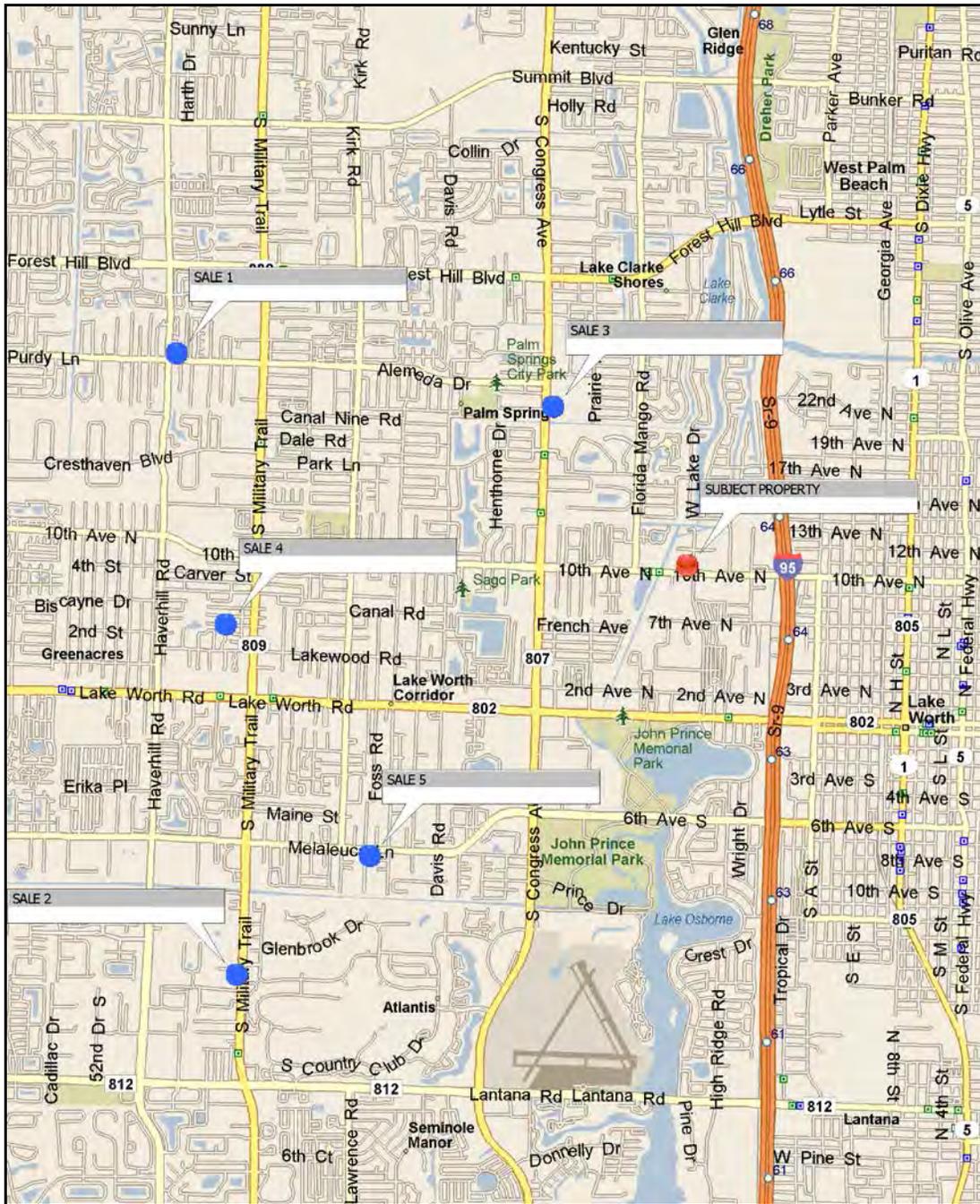
**Vacant Land Sales
Callaway & Price, Inc. #18-77924**

Sale Number	Subject Parent Tract	1	2	3	4	5
Record ID Number		9690	9632	9482	9483	9484
ORBK/PG		29439/1090	29263/01262	29108/0599	28972/1133	28877/1084
Effective Sale Price		\$6,500,000	\$582,000	\$1,015,000	\$3,500,000	\$5,100,000
Size - Acres	5.14	8.96	1.51	3.28	16.46	18.92
Size - Square Feet	223,898	390,342	65,776	143,060	716,884	824,155
Price Per Square Foot		\$16.65	\$8.85	\$7.09	\$4.88	\$6.19
Residential Units	150	179	N/A	38	132	164
Density	29.18	19.98	N/A	11.57	8.02	8.67
Price Per Unit		\$36,313	N/A	\$26,711	\$26,515	\$31,098
Location	North side of 10th Ave N, 225' W of Boutwell Road	S Side Okeechobee Blvd, 700' W of N Benoist Farms Rd	E side of Hagen Ranch Rd, 1/4 mi S of Boynton Bch Blvd	Southeast corner of South Haverhill Road and 20th Road South	West side of South Military Trail, ½ mile north of Lantana Road	Northeast corner of South Congress Avenue and Lark Road
City	Lake Worth	West Palm Beach	Boynton Beach	West Palm Beach	Lake Worth	Palm Springs
Zoning	MU-W	MF20/RPD	MUPD	RM	RM	RM
Proposed Use	Apartments	Apartments	Mixed Use	Multifamily	Multifamily	Multifamily
Date of Sale (or Value)	Jun-18	Oct-17	Jul-17	May-17	Mar-17	Jan-17
Conditions of Sale Adj.		0%	0%	0%	0%	0%
Market Condition Adj.		0%	0%	0%	0%	0%
Adjusted Price Per Sq.Ft.		\$16.65	\$8.85	\$7.09	\$4.88	\$6.19
Adjusted Price Per Unit		\$36,313	NA	\$26,711	\$26,515	\$31,098
Physical Adjustments						
Location		-10%	10%	30%	20%	25%
Size		0%	0%	0%	0%	0%
Site Quality		-15%	0%	0%	10%	10%
Density (Price Per Sq.Ft.)		0%	0%	25%	30%	30%
Density (Price Per Unit)		0%	0%	-25%	-30%	-30%
Total Adjustment Per Sq.Ft.		-25%	10%	55%	60%	65%
Total Adjustment Per Unit		-25%	10%	5%	0%	5%
Adjusted Price Per Sq.Ft.		\$12.49	\$9.73	\$11.00	\$7.81	\$10.21
Adjusted Price Per Unit		\$27,235	NA	\$28,046	\$26,515	\$32,652

	Per Sq.Ft.	Per Unit
Low	\$7.81	\$26,515
High	\$12.49	\$32,652
Average	\$10.25	\$28,612

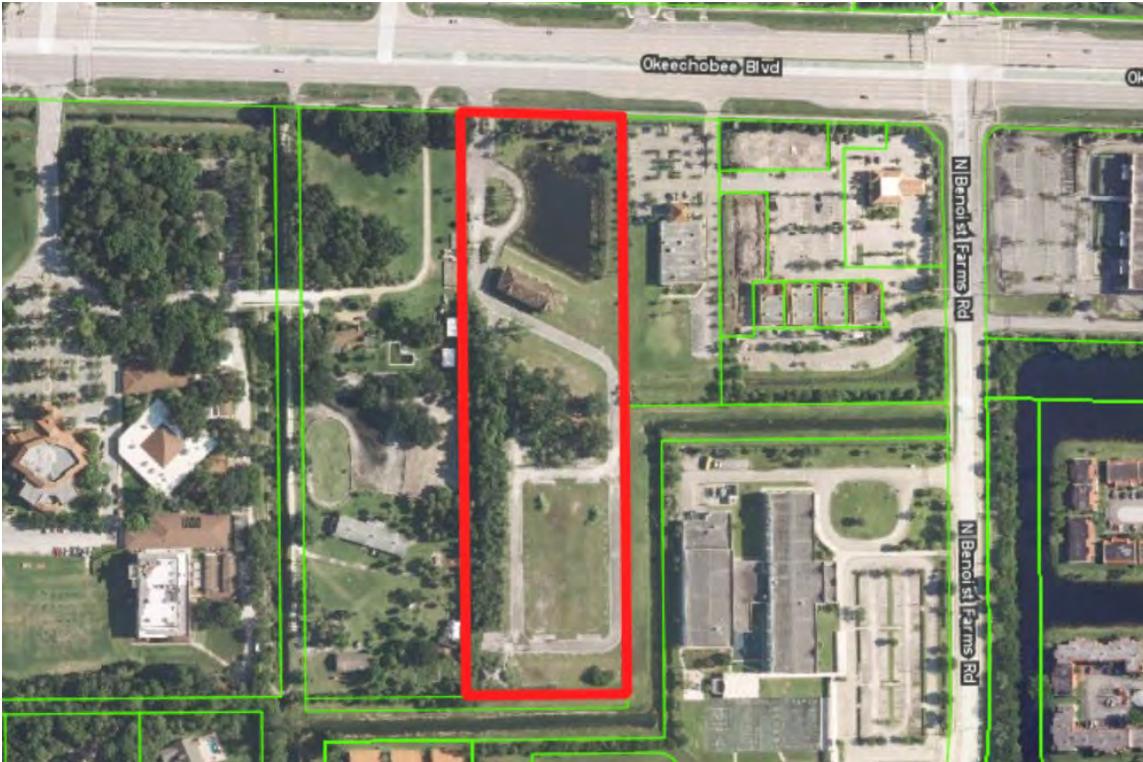


COMPARABLE LAND SALES MAP





Land Sale No. 1



Property Identification

Record ID	9690
Property Type	Residential, Vacant Land
Address	8230 Okeechobee Boulevard, West Palm Beach, Palm Beach County, Florida 33411
Location	South side of Okeechobee Boulevard, 700 feet west of North Benoist Farms Road
Tax ID	74-42-43-29-29-001-0000
Legal	Tract "A-1", Bella Vita Estates Replat

Sale Data

Grantor	Pina Residential, LLC
Grantee	Azola West Palm Beach Owner, LP
Sale Date	October 26, 2017
Deed Book/Page	29439/1090
Recorded Plat	PB 122, PG 1
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Verification	Confirmed by Joe Merritt

Sale Price	\$6,500,000
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Land Data

Zoning	MF20/RPD, Multifamily Residential
Topography	Level, mostly upland and useable
Utilities	All available
Shape	Rectangle
Land Use	MFMD, Multifamily Medium Density

Land Size Information

Gross Land Size	8.961 Acres or 390,342 SF
Front Footage	Okeechobee Boulevard;

Indicators

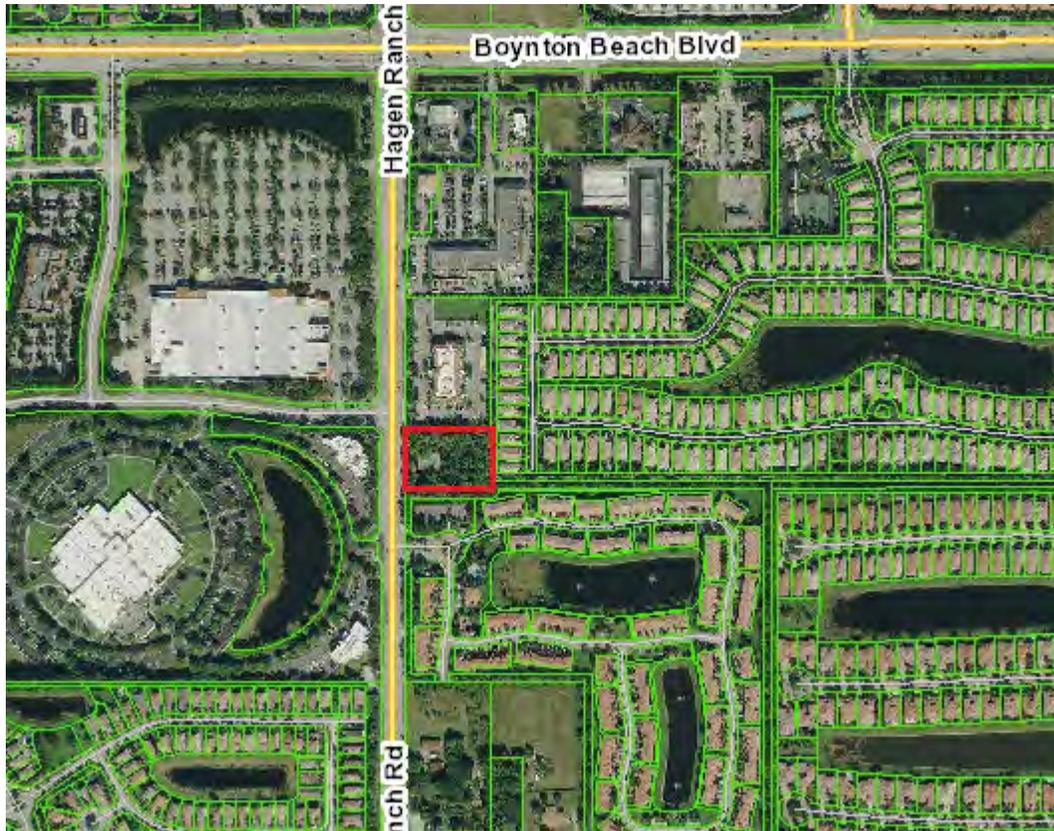
Sale Price/Gross Acre	\$725,364
Sale Price/Gross SF	\$16.65
Sale Price/Planned Unit	\$36,313

Remarks

This property was purchased for the development of a 179-unit apartment project called Azola West Palm. The site is all upland and useable except for a 1-acre retention lake. It included roads, infrastructure and a partially completed building from a previously started project called Bella Vita Estates that stalled in 2008. Due to the age and condition of these improvements, they contributed nominal value to the new project. It was on the market for 22 months at a listing price of \$6,990,000 prior to sale.



Land Sale No. 2



Property Identification

Record ID	9632
Property Type	Vacant, Commercial Land
Property Name	PALM BEACH FARMS
Address	10234 Hagen Ranch Road, Palm Beach County, Florida 33437
Location	E side of Hagen Ranch Road, one-quarter mile S of Boynton Beach Boulevard
Tax ID	00-42-43-27-05-055-0252
Market Type	Commercial

Sale Data

Grantor	Jasmin Lndscp, Inc
Grantee	Amicus Realty Holdings LLC
Sale Date	July 31, 2017
Deed Book/Page	29263 / 01262
Property Rights	Fee simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Sale History	Previous sale MAR-1999 for \$105,000



Verification Confirmed by Judith Cornillie

Sale Price \$582,000

Land Data

Zoning AR, A/R (FLU MR-5)
Topography Flat
Utilities All available
Dimensions Approximately 217 X 304
Shape Rectangular
Depth 304

Land Size Information

Gross Land Size 1.510 Acres or 65,776 SF
Front Footage 217 ft Total Frontage: 217 ft Hagen Ranch Road;

Indicators

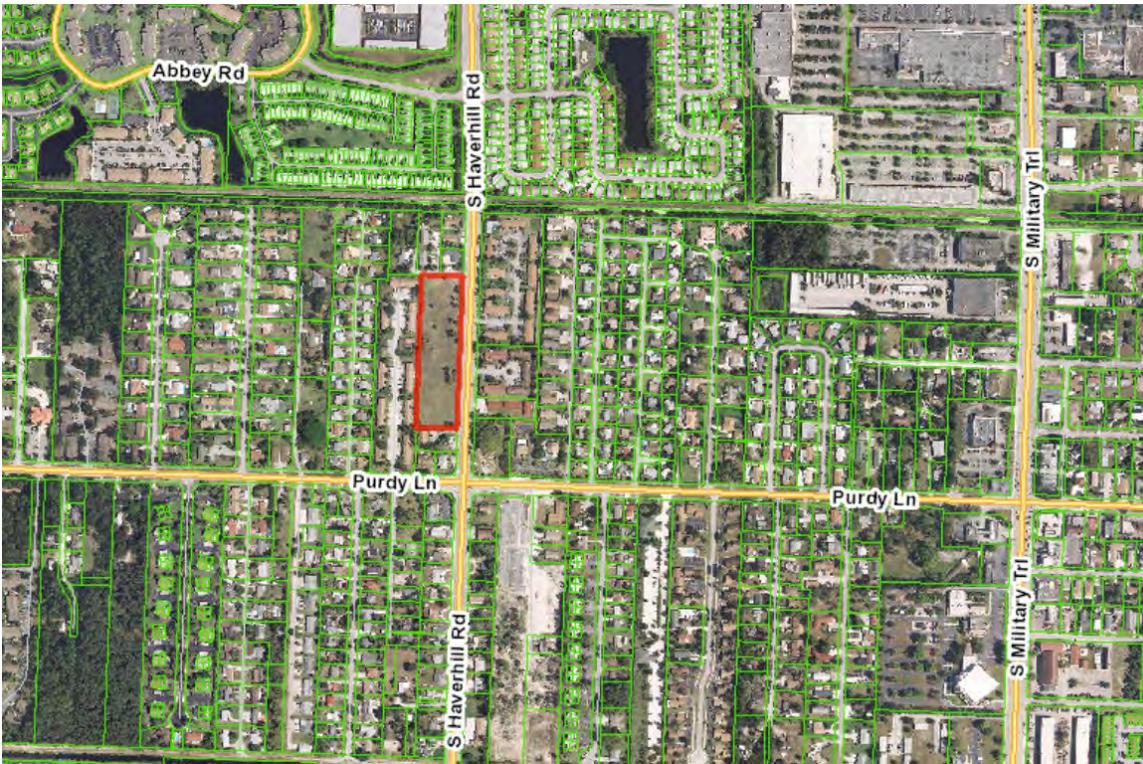
Sale Price/Gross Acre \$385,428
Sale Price/Gross SF \$8.85

Remarks

This parcel was formerly a plant nursery and was purchased for development as medical office space. Zoning designation at the time of sale was AR with a FLU of MR-5. The zoning is currently in the process of being changed to a FLU of CL-O with a proposed zoning of MUPD with a proposed commercial potential of up to 30,492 sf (.50 FAR). This property has direct frontage on Hagen Ranch Road approximately one-quarter mile south of the intersection of Hagen Ranch and Boynton Beach Boulevard. The listing agent indicated that the seller had higher offers but accepted a lower priced offer that excluded a waiting period for due diligence/zoning change approval.



Land Sale No. 3



Property Identification

Record ID 9482
Property Type Residential, Vacant Land
Address 2081 South Haverhill Road, West Palm Beach, Palm Beach County, Florida 33415
Location Southeast corner of S Haverhill Road & 20th Rd South, 1.4 mile south of Forest Hill Blvd
Tax ID 00-42-44-14-05-001-0040
Legal Lengthy, Model Land Company

Sale Data

Grantor Darebecafe Investment Corp.
Grantee Sunco TH, LLC
Sale Date May 23, 2017
Deed Book/Page 29108/0599
Recorded Plat PB 5, Pg 78
Property Rights Fee Simple
Conditions of Sale Arm's length
Financing Cash to seller
Verification Confirmed by Joe Merritt

Sale Price \$1,015,000



Land Data

Zoning	RM, Residential Multifamily
Topography	All upland and useable
Utilities	All available
Shape	Rectangle
Land Use	HR-8, High Residential 8 units per acre

Land Size Information

Gross Land Size	3.284 Acres or 143,060 SF
Planned Units	38
Front Footage	South Haverhill Road; 20th Road South;

Indicators

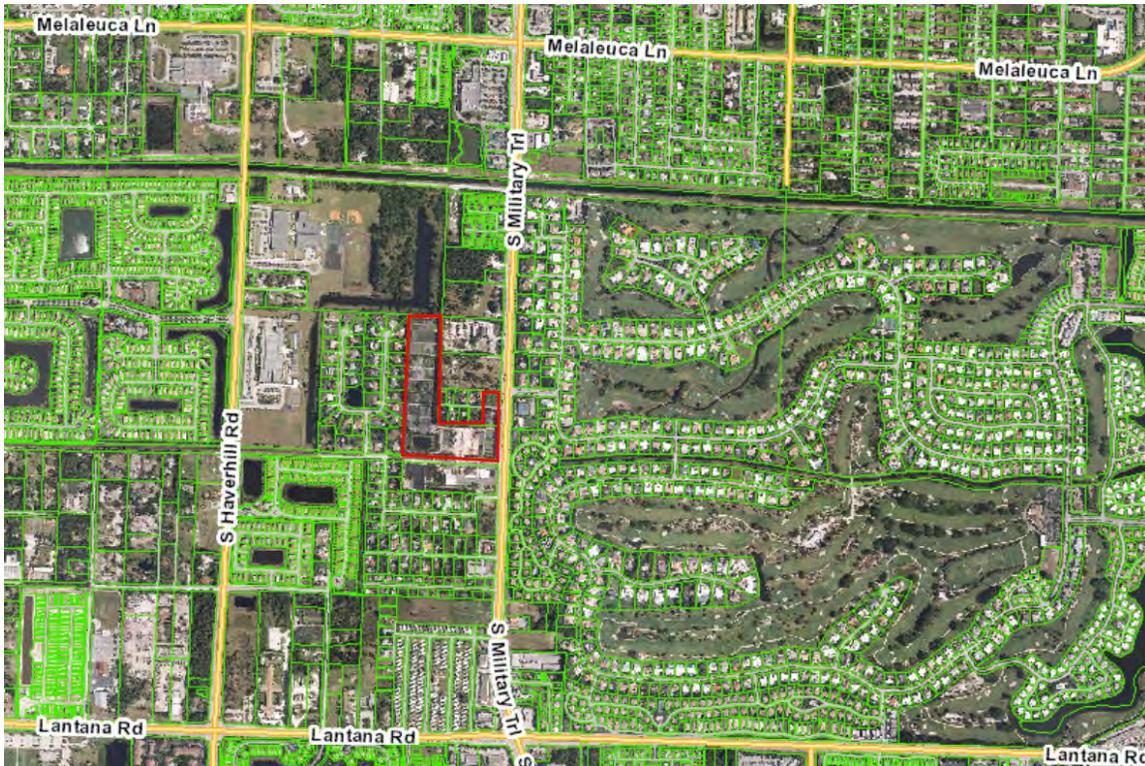
Sale Price/Gross Acre	\$309,055
Sale Price/Gross SF	\$7.09
Sale Price/Planned Unit	\$26,711

Remarks

This property was purchased for development of a 38-unit multifamily residential building. It was on the market for 2 months at a listing price of \$1,500,000 prior to sale.



Land Sale No. 4



Property Identification

Record ID	9483
Property Type	Residential, Vacant Land
Address	5495 South Military Trail, Lake Worth, Palm Beach County, Florida 33463
Location	West side of South Military Trail, 1/2 mile north of Lantana Road
Tax ID	00-42-44-36-08-016-0060 & 00-42-44-36-08-010-0000
Legal	Lengthy

Sale Data

Grantor	Rorabeck's Plants & Produce, Inc.
Grantee	AMKBJ Partners, Ltd.
Sale Date	March 22, 2017
Deed Book/Page	28972/1133
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Verification	Confirmed by Joe Merritt

Sale Price	\$3,500,000
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Land Data

Zoning	RM, Residential Multifamily
Topography	All upland and useable
Utilities	All available
Shape	L-shaped, Irregular
Land Use	HR-8, High Residential 8 units per acre

Land Size Information

Gross Land Size	16.457 Acres or 716,884 SF
Planned Units	132
Front Footage	359 ft South Military Trail;

Indicators

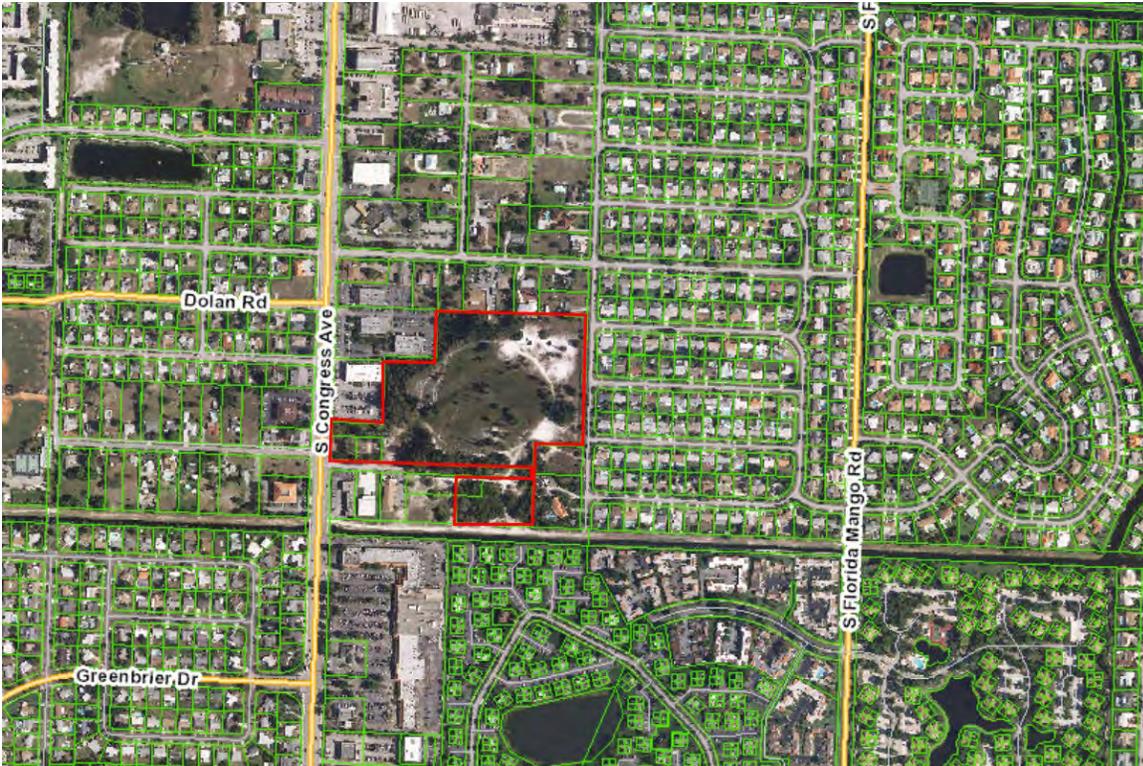
Sale Price/Gross Acre	\$212,670
Sale Price/Gross SF	\$4.88
Sale Price/Planned Unit	\$26,515

Remarks

This property was purchased for development of a multifamily residential project. It is the second purchase of an assemblage totaling 22.59 acres. At time of sale, the property was zoned AR designated LR-3 by the FULP and had the potential for 108 dwelling units. The owner has applied to have the zoning changed to PUD and the FLUP to HR-8 which will raise the potential units to 181 or 8 units per acre . This portion of the site has the potential for 132 units at 8 units per acre.



Land Sale No. 5



Property Identification

Record ID	9484
Property Type	Residential, Vacant Land
Address	2406 South Congress Avenue, Palm Springs, Palm Beach County, Florida 33406
Location	Northeast corner of South Congress Avenue and Lark Road
Tax ID	70-43-44-17-05-003-0130, 004-0041, 004-0042 & 005-0051
Legal	Lengthy

Sale Data

Grantor	Tonset Company, Inc.
Grantee	Pulte Home Company, LLC
Sale Date	January 26, 2017
Deed Book/Page	28877/1084
Property Rights	Fee Simple
Conditions of Sale	Arm's length
Financing	Cash to seller
Verification	Confirmed by Joe Merritt

Sale Price	\$5,100,000
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Land Data

Zoning	RM, Residential Multifamily
Topography	All upland and useable
Utilities	All available
Shape	Irregular
Land Use	High Residential

Land Size Information

Gross Land Size	18.920 Acres or 824,155 SF
Planned Units	164
Front Footage	South Congress Avenue;

Indicators

Sale Price/Gross Acre	\$269,556
Sale Price/Gross SF	\$6.19
Sale Price/Planned Unit	\$31,098

Remarks

This property was purchased for development of a multifamily residential project called Preston Square that will include 164 townhomes in 34 2-story buildings.



Property Rights Transferred

All of the comparable sales in this analysis involved ownership transfer on a Fee Simple Estate basis, with the buyers receiving full property rights including residential development rights. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustments were necessary for property rights transferred.

Terms of Financing

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the comparable sales analyzed herein involved either market financing terms or cash to the Grantor. Therefore, no terms of financing adjustments were made, nor any cash equivalency performed.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was made to ensure the conditions of each sale. All of the comparable sales were arm's length transactions and the majority required no conditions of sale adjustments.

Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The comparable sales occurred from January 2017 to October 2017. As discussed at the beginning of this section, our search revealed no 2018 land sales in the relevant market area, due to the lack of available land. All of the comps used in our analysis were considered to be representative of the current market and no adjustments were made for time or changes in market conditions.

Location

The Subject Property is 0.50 miles west of the I-95 ramp to 10th Avenue North, in an area where some new development is occurring. As discussed in the Neighborhood Data, Boutwell Road is currently under construction with a \$1.4 million improvement plan for the area's Park of Commerce. Already, the Silverman Group paid \$30.7 million for two industrial buildings directly across the street of the Subject at the southwest corner of Boutwell Road and 10th Avenue North. Plans are anticipated to be submitted for a Wyndham Hotel at the southwest corner of 10th Avenue North and Boutwell Road. The area is expected to be a future hub of commercial activity, and the improvements being made to Boutwell Road and the area's infrastructure makes the entire area more attractive to businesses.



Based on our inspections, it is our opinion that Sales 2-5 all have inferior locations as compared with the Subject due to lack of proximity to major highways and being in more remote overall locations. Therefore, Sales 2-5 required upward adjustments in our opinion. Sale 1 is located along one of the most highly traveled roadways in Palm Beach County in an area of strong redevelopment and therefore it required a downward adjustment for having a superior overall location compared to the Subject.

Size

The Subject Property contains 5.17 acres. The comps range in size from 1.51 acres to 18.92 acres. It is often found that smaller sites will sell for more on a price per square foot basis than similar but larger sites. This is not exactly the case with these parcels. The size adjustment is offset due to the fact that development flexibility increases in direct relationship to size. The available market data indicated no adjustment for this amount of variance in site size among the sales analyzed herein and therefore, none were made.

Site Quality

The Subject Property is considered to have good overall site quality for development being all upland and useable, and having a slightly irregular but developable shape. Sale 1 was superior to the Subject for already having roads and infrastructure in place at the time of sale, and therefore required a downward adjustment for this feature. Sales 2 and 3 were considered to be generally similar to the Subject as to overall site quality and no adjustments were necessary for this factor. Sales 4 and 5 had highly irregular shapes making development more difficult overall, and required upward adjustments for being inferior to the Subject for this factor.

Density

The Subject Property is proposed to have a density of 29.18 units per gross acre, but no site plan approvals are in place. Sale 1 was developed to a high density of nearly 20 units per acre and was considered similar overall in our opinion. Sale 2 was not assigned a density at the time of sale and therefore no adjustment was applied to that comp for this factor. Sales 3, 4, and 5 have much lower densities than the Subject of 11.57, 8.02, and 8.67 units per acre. It is typical for residential properties with a high density to sell at a higher price per square foot than an otherwise similar property with a low density. The effect is opposite on a price per unit basis. Therefore, all of the sales received upward density adjustments in varying degrees on the price per square foot basis and downward density adjustments on a price per unit basis.

Conclusion – Land Value Analysis – Parent Tract

As can be seen on the chart displayed earlier, after adjustments the comparable sales indicated an adjusted value range from \$7.81 to \$12.49 per square foot, with an



average of \$10.25 per square foot. On a price per unit basis, the sales indicated adjusted values ranging from \$26,515 to \$32,652 per unit with an average of \$28,612 per unit. All of the comparable sales were considered to provide reasonable value indications for the Subject Property.

The results of the price per square foot based analysis showed the best correlation and was given the most weight in reaching our final value conclusion. This is especially true given the uncertainty of what a vacant site will ultimately be developed for and what the density will actually be after going through a site planning process.

Therefore, after considering the indications provided by the available market data, it is our opinion that the Subject Property had a Market Value of approximately \$10.00 to \$10.50 per square foot as of June 26, 2018 or with the value calculated below.

223,898	sq. ft.	X	\$10.00	per sq. ft.	=	\$2,238,984
223,898	sq. ft.	X	\$10.50	per sq. ft.	=	\$2,350,933
				Say,		\$2,300,000

Based on a potential residential density of 29.18 units per acre or 150 units, this value conclusion equates to \$15,333 per unit, which is below the range indicated by the comparable sales for this unit of comparison. This is because all the sales had much lower allowable densities (lower density equals a higher price per unit).

Across the Fence Value – Strip of Land

As it relates to the Across the Fence methodology, we have applied the same value range per square foot to the area of the Subject Property. Therefore, our conclusion of market value for the Subject Property as of June 26, 2018 would also be in the range of \$10.00 to \$10.50 per sq. ft., with the value calculated as follows:

3,216	sq. ft.	X	\$10.00	per sq. ft.	=	\$32,160
3,216	sq. ft.	X	\$10.50	per sq. ft.	=	\$33,768
				Say,		\$33,000

ADDENDA

ENGAGEMENT LETTER

June 6, 2018

SOUTH FLORIDA

1410 Park Lane South, Suite 1
Jupiter, FL 33458
561.686.0333 | 561.686.3705 Fax

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Cert Gen RZ116
m.slade@callawayandprice.com

Stephen D. Shaw, MAI, AI-GRS
Cert Gen RZ1192
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Robert A. Callaway, MRICS
Cert Gen RZ2461
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Fort Pierce, FL 34947
772.464.8607 | 772.461.0809 Fax
Stuart: 772.287.3330

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Curtis L. Phillips, MAI
Cert Gen RZ2085
c.phillips@callawayandprice.com

Mr. Ignacio Cattaneo
9559 Collins Avenue, Apt 101
Surfside, Florida 33154

VIA EMAIL: iccattaneo@gmail.com

Dear Mr. Cattaneo:

We would be pleased to prepare an appraisal on the vacant strip of land located on 10th Avenue North just west of Boutwell Road in Lake Worth, Florida. It is our understanding that the purpose of the assignment is to estimate Market Value.

The intended user is Ignacio Cattaneo. The intended use is for internal decision making. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

The fee to complete the report will be \$2,500-\$3,000. It is our policy to request a retainer and \$1,500 will suffice for this purpose.

We will provide you with the completed appraisal in approximately 2.5-3 weeks provided that we receive your authorization.

If the above is agreeable to you, please sign below as our authorization and return it together with the retainer and we will begin work immediately. This agreement is subject to the Agreements and Conditions listed on the attached pages, a copy of which should also be signed and returned to us. Our work will be done in accordance with the Appraisal Institute Code of Ethics and Standards of Professional Practice. Thank you for the opportunity to be of service.

Respectfully submitted,

CALLAWAY & PRICE, INC.

M.R. Slade

Michael R. Slade, MAI, SRA, CRE
Cert Gen RZ116

MRS;
Attachments

Client:

Ignacio Cattaneo

Accepted By\Date:


Signature

Name and Title (Printed or Typed):

IGNACIO CATTANEO MANAGER

Client Fed ID# or SS#:

~~XXXXXXXXXX~~

Quotes18/Cattaneo

9. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

 10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.
-

LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.
 2. The value estimated in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.
 3. This appraisal report covers only the property described and any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.
 4. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.
 5. This appraisal expresses our opinion, and employment to make this appraisal was in no way contingent upon the reporting of predetermined value or conclusion.
 6. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements; and, in any event, the appraiser's total liability for this report is limited to the actual fee charged.
 7. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.
 8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.
-

CONDITIONS OF AGREEMENT

1. Premise: The completed report shall comply with the professional and ethical standards of the Appraisal Institute. The report will be addressed to the Client, or, as directed by the Client.
2. Compensation: The fee is due and payable as designated in the contract letter; the retainer is to be sent to the Appraiser along with the signed contract letter, which constitutes authorization to commence the assignment. The Appraiser's/Consultant's compensation is in no event contingent upon a predetermined value or conclusion.
3. Completion Date: Every effort will be made to deliver the report as per the specified date in the contract letter. If delays occur for reasons beyond the control of the Appraiser/Consultant, such as not receiving necessary data requested from the Client in a timely manner, changes in the scope of services of the assignment, acts of God, et cetera, the due date shall be extended.
4. Changes: The Appraiser/Consultant shall, to the best of his ability, complete the assignment in compliance with professional and ethical standards of the appraisal industry. Changes which are not in keeping with these standards will necessitate a new contract letter and renegotiation of the original fee; or billed on a time basis plus the original fee.
5. Cancellation: This agreement may be cancelled by the Client by written notice, or telephone followed by written notice. Appraiser/Consultant shall submit a statement based on professional time and expenses accrued, if applicable, for all services expended to the date of cancellation.
6. Additional Report Copies: Additional copies will be furnished upon request, and prepayment of \$1 per page per report.
7. Collection: All fees and expenses are due upon delivery of the final report. A late charge of 1.5% per month shall be imposed on balances unpaid 30 days after the statement date. If collection efforts become necessary, all costs for same, including court costs and attorney's fees will be added to the balance due. We are currently operating under an agreement with a collection agency which charges us 53.8%. IF THEIR COLLECTION SERVICES ARE REQUIRED, CLIENT'S TOTAL BALANCE DUE WILL BE INCREASED BY 53.8%.
8. Limiting Conditions: This agreement and the completed report shall be subject to the attached Limiting Conditions (also included in said report).

9. Confidential Data: Data assembled for the assignment will remain the property of the Appraiser/Consultant. Data provided by the Client will be held in file, unless otherwise instructed by the Client, and considered confidential. Appraiser/Consultant is authorized by the Client to disclose the report to appropriate representative of the Appraisal Institute to comply with the Bylaws and regulations of this professional organization.

I hereby agree to the Conditions of Agreement outlined above.

LAKELAND INVESTMENT GROUP
Client's Name

6/11/10
Date of Acceptance

LEGAL DESCRIPTION

Exhibit "A"

LEGAL DESCRIPTION

PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 320 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.

PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.

PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.

PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.

PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.

AND

PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):

A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy

QUALIFICATIONS



Qualifications – Michael R. Slade, MAI, SRA, CRE

Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation # 6864, and SRA Designation
Member, American Society of Real Estate Counselors, CRE Designation Florida
State-certified general real estate appraiser RZ116
Real Estate Broker BK0128222, State of Florida
Appraisal Institute Approved Instructor (1986-1993) for:
 Course 201 - Principles of Income Property Appraisal
 Course 310 - Basic Income Capitalization

Professional Experience

Principal, Callaway & Price, Inc. since 1981
Staff Appraiser, Callaway & Price, Inc., 1975 to 1981
Past Magistrate, Tax Appeal Hearings, Palm Beach County

Qualified As An Expert Witness

Broward County, Florida
Palm Beach County, Florida
Martin County, Florida
Federal District Court of Southern District of Florida
United States Bankruptcy Court Southern Florida
Supreme Court of the State of New York (for Florida properties)

Geographic Experience

Throughout Florida

Education

Masters of Business Administration, Florida Atlantic University
Bachelor of Science, Accounting, Florida Atlantic University
Society of Real Estate Appraisers:
 Course 101 - Introduction to Appraising Real Estate
 Course 201 - Principles of Income Property Appraising
 Course 202 - Advanced Applications
American Institute of Real Estate Appraisers:
 Course II - Urban Properties
 Course IV - Condemnation
 Standards of Professional Practice
Numerous seminars sponsored by the Appraisal Institute and other organizations



Qualifications – Michael R. Slade, MAI, SRA, CRE

Organizations and Affiliations

Appraisal Institute:

Past National Chairman of Professional Practice and Compliance & Enforcement Committee

Past Member of Strategic Planning Committee

Ethics Administration, Past Chairman

Ethics & Counseling, Past National Vice Chairman

Review & Counseling Division, Past National Chairman

South Florida-Caribbean Chapter, Past President

American Society of Real Estate Counselors:

Southern Florida Chapter, past Treasurer

Palm Beach County Housing Authority:

Past Chairman/Board Member (Gubernatorial Appointment)

Chamber of Commerce of the Palm Beaches:

Past Board of Directors, Past Member of the Executive Committee,

Treasurer Economic Development Committee, Past Chair and Member

Society of Real Estate Appraisers (now Appraisal Institute):

Young Advisory Council, Past National Chairman and Member

Past Chairman of the Board of Directors of Boys Town of South Florida

Past Guardian ad Litem Volunteer, South Florida

Awards and Honors

Robert L. Foreman Memorial Award from the Appraisal Institute, 1999

Alumni Talon Award from Florida Atlantic University, 2001

Volunteer of Distinction Award from the Appraisal Institute, 2012



Qualifications – Michael R. Slade, MAI, SRA, CRE



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

850-487-1395

SLADE, MICHAEL ROBERT
1410 PARK LANE SOUTH #1
JUPITER FL 33458

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

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DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RZ116	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018



SLADE, MICHAEL ROBERT
1410 PARK LANE SOUTH #1
JUPITER FL 33458



ISSUED: 11/07/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611070001364



Qualifications – Niccola L. Ellefson, MAI

Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation #11777
State-certified general real estate appraiser RZ2096

Professional Experience

Appraisal Consultant, Callaway & Price, Inc., since January 2003
Senior Appraiser, Palm Beach County Property Appraiser's Office, 2001-2003
President, Cignal Appraisal Consultants & Real Estate Analysts, 1994 to present
Appraiser and Consultant, Roe Westberry & Associates, 1992-1994
Assistant Vice President, Landauer Real Estate Consultants, 1989-1992
Manager, Market Research and Real Estate Analysis, MIG Companies, 1986-1989

Education

Bachelor of Arts Degree, Business Administration, University of Wisconsin
Numerous seminars sponsored by the Appraisal Institute and other organizations, including

- Course 1A2 – Basic Valuation, 1991
- Course 310 – Basic Income Capitalization, 1992
- Course 2-1 – Case Studies in Real Estate Valuation, 1993
- Course 510 – Advance Income Capitalization, 1994
- Course 410/420 – Standards of Professional Practice, 1995
- Course 540 – Report Writing, 1996
- Course 550 – Advanced applications, 1998
- Course 410/420 – Standards of Professional Practice, 2000
- Course 800 – Separating Real Personal Property from Intangible Business Assets, 2002

Attended the 2010, 2012 and 2015 National Mitigation & Ecosystem Banking Conferences.

Geographic Experience

Throughout Florida
California
Nevada
Texas

Arizona
Georgia
North Carolina
Washington

Arkansas
Minnesota
Tennessee

Appraising/Consulting Expertise

Agricultural Land/Groves
Apartment Complexes, 8-400+ units
Automobile Dealerships
Commercial Buildings
Churches
Condominium Projects
Environmentally Sensitive Lands
Golf Courses
Hotels and Motels
Industrial Properties
Vacant Commercial and Residential Land

Large-Scale Planned Developments
Life Care Facilities
Marinas
Mitigation Banks
Mobile Home Parks
Multi-Tenant Shopping Centers
Office Buildings
Property in Litigation
Proposed Subdivision – Residential
Shopping Centers
Special Purpose Properties



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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5160 FOXHALL DR S
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Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD**

LICENSE NUMBER	
RZ2096	

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2018



ELLEFSON, NICCOLA L
1410 PARK LANE SOUTH SUITE 1
JUPITER FL 33458



ISSUED: 11/18/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611180001796



ENGINEER'S DRAINAGE STATEMENT

Golden Road Apartments WGI No. 2165.03

December 2, 2020

The proposed project is located northwest of the 10th Avenue and Boutwell Road intersection in the City of Lake Worth Beach and is undeveloped in the existing condition. The proposed project is a multifamily residential development with five residential buildings and one clubhouse on approximately 6.44 acres. The proposed project is within the South Florida Water Management District (SFWMD) C-51 Drainage Basin, Lake Worth Drainage District (LWDD) and City of Lake Worth Beach.

The proposed project's stormwater system will collect and convey runoff with inlets, pipes, exfiltration trench and an underground detention system prior to discharge to the existing LWDD E-4 Canal along the western property line – the point of legal positive outfall.

The finished floor elevations will be above the calculated 100 year – 3 day, zero discharge storm event or 18 inches above the crown of the adjacent road whichever is greater. The site will be designed to retain the 10-year 3-day storm event per SFWMD C-51 basin criteria, limiting discharge to 35 CSM. Water quality treatment shall be provided in the amount of 2.5 inches times the percentage of imperviousness or one inch for the entire property, whichever is greater. The City of Lake Worth beach drainage criteria requires retention for a 3-year 1-hour storm event. This volume will be held in the on-site exfiltration trench and underground storage prior to discharge.

WGI, Inc.

Respectfully submitted,

Brian Arnold, P.E.
Florida License # 81294
WGI, Inc. Cert. No. 6091



GOLDEN ROAD
CITY OF LAKE WORTH BEACH, FLORIDA

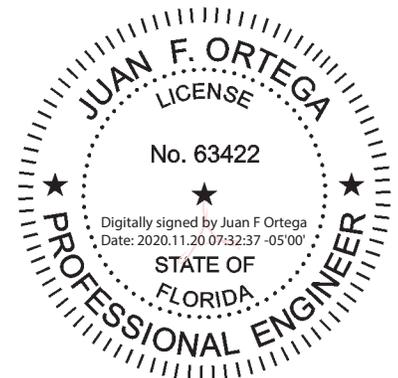
TRAFFIC CONCURRENCY ANALYSIS

**PREPARED FOR:
WGI, INC.**

Prepared by:

JFO GROUP INC
COA Number 32276
6671 W Indiantown Road
Suite 50-324
Jupiter, FL 33458

November 20, 2020



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Figure 3: Project Driveway Volumes	13

1. PROJECT DESCRIPTION

JFO Group Inc. has been retained to prepare a traffic impact analysis to determine compliance with *Palm Beach County (PBC) – Traffic Performance Standards (TPS)* associated with a site plan application to the City of Lake Worth Beach, Florida. The *Golden Road Property* project is located just west of Boutwell Road, north of 10th Avenue in the City of Lake Worth Beach, Florida. Parcel Control Numbers associated with this project are 38-43-44-20-01-026-0010/38-43-44-20-01-004-0030/-0060/-0080/-0120/-0010. Figure 1 shows an aerial location of the site in relation to the transportation network.



Figure 1: Project Location

Exhibit 1 includes information from the PBC Property Appraiser's office for the parcels included in the proposed project. The *Golden Road* project is proposing a 235-apartment complex on the subject site. Exhibit 2 includes a preliminary site plan. Project build-out is expected in the year 2025.

2. TRIP GENERATION

Project trip generation rates were based on the *PBC Trip Generation Rates*, dated March 2, 2020. Table 1 includes trip generation rates for Daily, AM and PM peak hour while Table 2 includes the trip generation for the proposed project for Daily, AM and PM peak hour conditions. As part of a conservative analysis, no credits were taken for existing uses on the subject site.

Table 1: Trip Generation Rates

Land Use	ITE Code	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Multifamily Mid-Rise	221	5.44	26%	74%	0.36	61%	39%	0.44

According to Table 2, the net Daily, AM and PM peak hour trips potentially generated due to the planned development are 1,278, 85 and 103 trips respectively. According to *Table 12.b.2.D-7 3A* from the *PBC – TPS* and given the trip generation characteristics from Table 2, a 2-mile Radius of Development Influence (RDI) needs to be considered for traffic impact analysis.

Table 2: Trip Generation

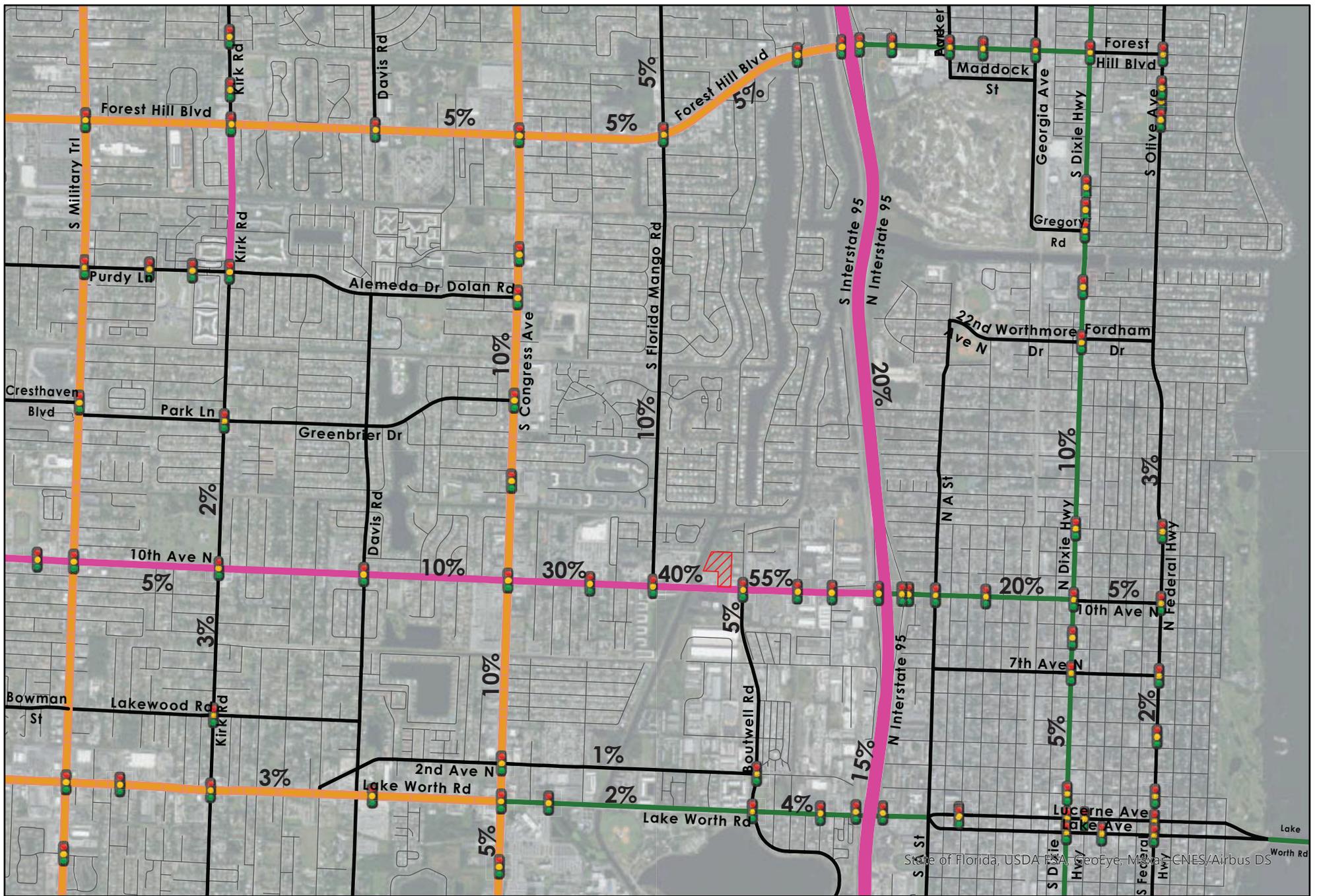
Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Multifamily Mid-Rise	235 DU	1,278	22	63	85	63	40	103
Net Proposed Traffic		1,278	22	63	85	63	40	103

3. EXISTING CONDITIONS

10th Avenue is the major roadway serving as primary access road to the project. It has a five-lane cross-section within the RDI. Figure 2 shows the lane characteristics of the roadway network considered within the RDI.

4. TRIP DISTRIBUTION AND ASSIGNMENT

Trip distribution and assignment incorporates the characteristics of the proposed development as well as the surrounding network configuration. Exhibit 3 includes a copy of the previously approved traffic assignment for the site. Figure 2 includes project trip distribution on all roadway links included within a 2-mile RDI. Table 3 and Table 4 present a summary of the project impact on all roadway links included within the RDI during the peak-hour peak-direction conditions.



State of Florida, USDA FSA, GeoEye, Mapbox, CNES/Airbus DS



Figure 2:
Golden Road Apartments
Trip Distribution



Table 3: Project Impact - AM Peak Hour

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Dirction	Project Traffic	Traffic Impact
Federal Hwy	10 th Ave N	17 th Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	2	0.23%
			S	3%						IN	1	0.11%	
Federal Hwy	Lake/Lucerne	10 th Ave N	2	N	4	0.76	5.3	Class II	810	2%	IN	0	0.00%
			S	2%						OUT	1	0.12%	
Dixie Hwy	6 th Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,680	5%	IN	1	0.06%
			S	5%						OUT	3	0.18%	
Dixie Hwy	Lake/Lucerne	10 th Ave N	4	N	4	0.76	5.3	Class II	1,680	5%	IN	1	0.06%
			S	5%						OUT	3	0.18%	
Dixie Hwy	10 th Ave N	17 th Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	6	0.32%
			S	10%						IN	2	0.11%	
Dixie Hwy	17 th Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,680	10%	OUT	6	0.36%
			S	10%						IN	2	0.12%	
Boutwell Rd	Lake Worth Rd	2 nd Ave N	2	N	1	0	8	Class II	810	5%	IN	1	0.12%
			S	5%						OUT	3	0.37%	
Boutwell Rd	2 nd Ave N	10 th Ave N	2	N	1	1	2	Class I	880	5%	IN	1	0.11%
			S	5%						OUT	3	0.34%	
Florida Mango Rd	10 th Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	6	0.68%
			S	10%						IN	2	0.23%	
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	3	0.34%
			S	5%						IN	1	0.11%	
Congress Ave	6 th Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,680	5%	IN	1	0.04%
			S	5%						OUT	3	0.11%	
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,680	10%	IN	2	0.07%
			S	10%						OUT	6	0.22%	
Congress Ave	French Ave	10 th Ave N	6D	N	1	0	3	Class II	2,680	10%	IN	2	0.07%
			S	10%						OUT	6	0.22%	
Congress Ave	10 th Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,680	10%	OUT	6	0.22%
			S	10%						IN	2	0.07%	
Kirk Rd	Lake Worth Rd	10 th Ave N	2	N	2	1	3	Class II	810	3%	IN	1	0.12%
			S	3%						OUT	2	0.25%	
Kirk Rd	10 th Ave N	Purdy Ln	2	N	2	1	2	Class II	810	2%	OUT	1	0.12%
			S	2%						IN	0	0.00%	
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	5%	IN	1	0.04%
			W	5%						OUT	3	0.11%	
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,680	5%	OUT	3	0.11%
			W	5%						IN	1	0.04%	
10 th Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,770	5%	IN	1	0.06%
			W	5%						OUT	3	0.17%	
10 th Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,770	10%	IN	2	0.11%
			W	10%						OUT	6	0.34%	
10 th Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1770	30%	IN	7	0.40%
			W	30%						OUT	19	1.07%	
10 th Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1770	40%	IN	9	0.51%
			W	40%						OUT	25	1.41%	
10 th Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1770	60%	OUT	38	2.15%
			W	60%						IN	13	0.73%	
10 th Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1770	55%	OUT	35	1.98%
			W	55%						IN	12	0.68%	
10 th Ave N	I-95	N A St	5	E	3	0	18	Class II	1,770	20%	OUT	13	0.73%
			W	20%						IN	4	0.23%	
10 th Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,770	20%	OUT	13	0.73%
			W	20%						IN	4	0.23%	
10 th Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,770	5%	OUT	3	0.17%
			W	5%						IN	1	0.06%	
2 nd Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	0	0.00%
			W	1%						OUT	1	0.11%	
2 nd Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	0	0.00%
			W	1%						OUT	1	0.11%	
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	3%	IN	1	0.04%
			W	3%						OUT	2	0.07%	
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,770	2%	IN	0	0.00%
			W	2%						OUT	1	0.06%	
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,680	4%	IN	1	0.06%
			W	4%						OUT	3	0.18%	

AM	
IN	OUT
22	63

Table 4: Project Impact - PM Peak Hour

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Dirction	Project Traffic	Traffic Impact
Federal Hwy	10 th Ave N	17 th Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	1	0.11%
				S						3%	IN	2	0.23%
Federal Hwy	Lake/Lucerne	10 th Ave N	2	N	4	0.76	5.3	Class II	810	2%	IN	1	0.12%
				S						2%	OUT	1	0.12%
Dixie Hwy	6 th Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,680	5%	IN	3	0.18%
				S						5%	OUT	2	0.12%
Dixie Hwy	Lake/Lucerne	10 th Ave N	4	N	4	0.76	5.3	Class II	1,680	5%	IN	3	0.18%
				S						5%	OUT	2	0.12%
Dixie Hwy	10 th Ave N	17 th Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	4	0.22%
				S						10%	IN	6	0.32%
Dixie Hwy	17 th Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,680	10%	OUT	4	0.24%
				S						10%	IN	6	0.36%
Boutwell Rd	Lake Worth Rd	2 nd Ave N	2	N	1	0	8	Class II	810	5%	IN	3	0.37%
				S						5%	OUT	2	0.25%
Boutwell Rd	2 nd Ave N	10 th Ave N	2	N	1	1	2	Class I	880	5%	IN	3	0.34%
				S						5%	OUT	2	0.23%
Florida Mango Rd	10 th Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	4	0.45%
				S						10%	IN	6	0.68%
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	2	0.23%
				S						5%	IN	3	0.34%
Congress Ave	6 th Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,680	5%	IN	3	0.11%
				S						5%	OUT	2	0.07%
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,680	10%	IN	6	0.22%
				S						10%	OUT	4	0.15%
Congress Ave	French Ave	10 th Ave N	6D	N	1	0	3	Class II	2,680	10%	IN	6	0.22%
				S						10%	OUT	4	0.15%
Congress Ave	10 th Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,680	10%	OUT	4	0.15%
				S						10%	IN	6	0.22%
Kirk Rd	Lake Worth Rd	10 th Ave N	2	N	2	1	3	Class II	810	3%	IN	2	0.25%
				S						3%	OUT	1	0.12%
Kirk Rd	10 th Ave N	Purdy Ln	2	N	2	1	2	Class II	810	2%	OUT	1	0.12%
				S						2%	IN	1	0.12%
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	5%	IN	3	0.11%
				W						5%	OUT	2	0.07%
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,680	5%	OUT	2	0.07%
				W						5%	IN	3	0.11%
10 th Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,770	5%	IN	3	0.17%
				W						5%	OUT	2	0.11%
10 th Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,770	10%	IN	6	0.34%
				W						10%	OUT	4	0.23%
10 th Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1770	30%	IN	19	1.07%
				W						30%	OUT	12	0.68%
10 th Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1770	40%	IN	25	1.41%
				W						40%	OUT	16	0.90%
10 th Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1770	60%	OUT	24	1.36%
				W						60%	IN	38	2.15%
10 th Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1770	55%	OUT	22	1.24%
				W						55%	IN	35	1.98%
10 th Ave N	I-95	N A St	5	E	3	0	18	Class II	1,770	20%	OUT	8	0.45%
				W						20%	IN	13	0.73%
10 th Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,770	20%	OUT	8	0.45%
				W						20%	IN	13	0.73%
10 th Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,770	5%	OUT	2	0.11%
				W						5%	IN	3	0.17%
2 nd Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
2 nd Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	3%	IN	2	0.07%
				W						3%	OUT	1	0.04%
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,770	2%	IN	1	0.06%
				W						2%	OUT	1	0.06%
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,680	4%	IN	3	0.18%
				W						4%	OUT	2	0.12%

PM	
IN	OUT
63	40

5. SIGNIFICANT IMPACT ANALYSIS

Major Intersections¹ in each direction nearest to the point at which the Project's Traffic enters each Project Accessed Link, and where the Project Traffic entering and exiting the intersection is significant shall be included in Test 1-Part One analysis of the *PBC – TPS*. Likewise, Roadway Links projected to carry project traffic higher than one percent (1%) of the adopted Level of Service (LOS) shall be included in Test 1-Part Two analysis.

5.1 Test 1 – Part One - Intersections

Test 1-Part One requires analyses of Major Intersections in each direction nearest to the point at which the Project's Traffic enters each Project Accessed Link, and where the Project Traffic entering and exiting the intersection is significant. Also, analysis is required at all Major Intersections where the Project Traffic comprises 10 percent or more of the Total Traffic on at least one approach. Intersection analyses were performed at the intersections of 10th Avenue and Florida Mango Road, and, 10th Avenue and Boutwell Road. Exhibit 4 includes Critical Movement Analyses (CMA) for the analyzed intersections while Table 5 summarizes the results of the CMA and HCS analyses.

Table 5: Test 1 - Part One - Intersections – CMA/LOS Summary

Intersection	Year	CMA/LOS AM Peak	CMA/LOS PM Peak
10 th Avenue and Florida Mango Road	2025	859	1,207
10 th Avenue and Boutwell Road	2025	1,436 HCS LOS 'C'	1,418 HCS LOS 'B'

Table 5 summarizes the AM and PM CMA/LOS results for the intersections on the nearest project accessed link. Test 1 – Part One has been met.

¹ For purposes of this Part One, Major Intersections also includes intersections of a Major Thoroughfare and a non-thoroughfare road or other point of access where: 1) the intersection is signalized or where projected traffic volumes warrant a signal; and 2) the non-thoroughfare approach is projected to carry at least 200 two-way, peak hour trips and, 3) the non-thoroughfare approach represents 20 percent or more of the intersection critical sum volume.

5.2 Test 1 – Part Two - Links

Test 1 - Part Two requires analyses of links within the RDI where total traffic shall not exceed the adopted LOS during the build-out period of the project. Exhibit 6 includes 2020 peak hour directional counts published by PBC - Traffic Division, Exhibit 5 includes a 3-year growth rate calculation within the RDI, and, Exhibit 7 includes link volumes of projects approved in PBC up to November 2020.

As can be seen in Table 6 and Table 7, no additional improvements beyond those required to correct the existing failure due to the background traffic are needed. According to Florida Statute Section §163.3180 (2016), project cannot be denied concurrency for failure to demonstrate adequate public roadway facilities.

The statutory scheme states that any road already failing must be "considered to be in place" for concurrency purposes. In addition, the statute specifies that "The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for that facility." Florida Statute Section §163.3180 (2016). Only those roads that exceed the adopted LOS when the new project traffic is added must be mitigated through the proportionate share program.

Test 1 – Part Two has been met.

Table 6: Test 1 - Part Two - Links – AM Peak Hour

Road	From	To	Ln	AM 2020 Traffic		2025 Background Traffic ¹		Approved Projects		2025 Background Traffic (1%) + Approved		Total Traffic Without Project		Project Assignment	Project Traffic		Total Traffic With Project		Peak Direction Service Volume	Meets peak direction LOS? ²
				NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB		
10 th Ave N	Congress Ave	Florida Mango Rd	5	1,762	1,393	1,918	1,516	128	130	1,980	1,594	1,980	1,594	30%	7	19	1,987	1,613	1,770	-
10 th Ave N	Florida Mango Rd	Site						129	152	1,981	1,616	1,981	1,616	40%	9	25	1,990	1,641	1,770	-
10 th Ave N	Site	Boutwell Rd						129	152	1,981	1,616	1,981	1,616	60%	38	13	2,019	1,629	1,770	-
10 th Ave N	Boutwell Rd	I-95						134	142	1,986	1,606	1,986	1,606	55%	35	12	2,021	1,618	1,770	-

Golden Road	AM	
	IN	OUT
235 Apartments	22	63

Table 7: Test 1 - Part Two - Links – PM Peak Hour

Road	From	To	Ln	PM 2020 Traffic		2025 Background Traffic ¹		Approved Projects		2025 Background Traffic (1%) + Approved		Total Traffic Without Project		Project Assignment	Project Traffic		Total Traffic With Project		Peak Direction Service Volume	Meets peak direction LOS? ²
				NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB				
10 th Ave N	Congress Ave	Florida Mango Rd	5	1,625	1,577	1,769	1,717	254	247	1,962	1,904	1,962	1,904	30%	19	12	1,981	1,916	1,770	-
10 th Ave N	Florida Mango Rd	Site						285	263	1,993	1,920	1,993	1,920	40%	25	16	2,018	1,936	1,770	-
10 th Ave N	Site	Boutwell Rd						285	263	1,993	1,920	1,993	1,920	60%	24	38	2,017	1,958	1,770	-
10 th Ave N	Boutwell Rd	I-95						167	171	1,875	1,828	1,875	1,828	55%	22	35	1,897	1,863	1,770	-

Golden Road	PM	
	IN	OUT
235 Apartments	63	40

¹Exhibit 6 includes a Growth Rate calculation across the RDI. GR=1.71%.

² No additional improvements beyond those required to correct the existing failure due to the background traffic are needed. 6LD Class II LOS = 2,680.

5.3 Test 2 – Five Year Analysis

Links and Major Intersections where Project's traffic is significant on a Link within the RDI shall be included in Test 2 analysis of the *PBC – TPS*. Under this Test, the road network assumed in this analysis shall be the existing road network and the State and County Five-Year Road Program improvements with construction scheduled to commence before the end of the Five-Year analysis period. At the time of this submittal, *PBC Five Year Work Program*, dated July 14, 2020, shows intersection improvements at the intersection of 10th Avenue and Boutwell Road for FY2021. Exhibit 8 includes an excerpt from the PBC Five Year work program showing the Boutwell Road improvements.

According to *Table 12.b.2.D-7 3A* from the *PBC Traffic Performance Standards - Article 12* of the *PBC Unified Land Development Code* and given the trip generation characteristics from *Table 2*, a 2-mile Radius of Development Influence needs to be considered for *Test 2* traffic impact analysis of the Proposed Development.

Projects with more than three percent (3%) of the adopted LOS thresholds within the RDI as set forth in *Table 12.B.C-4 2A: LOS E Link Service Volumes*, shall be included in Test 2. In addition, links outside the RDI on which net trips are greater than five percent (5%) of the LOS 'E' of the Link affected shall be included in Test 2.

Table 8 and *Table 9* present a summary of the project impact on all roadway links included within the RDI during the AM and PM peak-hour peak-direction conditions, respectively. As shown in *Table 8* and *Table 9*, all links impacted by the project will be impacted with less than three percent (3%) of LOS 'E'. Test 2 has been met.

Table 8: Test 2 - Project Impact – AM Peak Hour

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Direction	Project Traffic	Traffic Impact
Federal Hwy	10 th Ave N	17 th Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	2	0.23%
				S						3%	IN	1	0.11%
Federal Hwy	Lake/Lucerne	10 th Ave N	2	N	4	0.76	5.3	Class II	860	2%	IN	0	0.00%
				S						2%	OUT	1	0.12%
Dixie Hwy	6 th Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,780	5%	IN	1	0.06%
				S						5%	OUT	3	0.17%
Dixie Hwy	Lake/Lucerne	10 th Ave N	4	N	4	0.76	5.3	Class II	1,780	5%	IN	1	0.06%
				S						5%	OUT	3	0.17%
Dixie Hwy	10 th Ave N	17 th Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	6	0.32%
				S						10%	IN	2	0.11%
Dixie Hwy	17 th Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,780	10%	OUT	6	0.34%
				S						10%	IN	2	0.11%
Boutwell Rd	Lake Worth Rd	2 nd Ave N	2	N	1	0	8	Class II	860	5%	IN	1	0.12%
				S						5%	OUT	3	0.35%
Boutwell Rd	2 nd Ave N	10 th Ave N	2	N	1	1	2	Class I	880	5%	IN	1	0.11%
				S						5%	OUT	3	0.34%
Florida Mango Rd	10 th Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	6	0.68%
				S						10%	IN	2	0.23%
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	3	0.34%
				S						5%	IN	1	0.11%
Congress Ave	6 th Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,830	5%	IN	1	0.04%
				S						5%	OUT	3	0.11%
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,830	10%	IN	2	0.07%
				S						10%	OUT	6	0.21%
Congress Ave	French Ave	10 th Ave N	6D	N	1	0	3	Class II	2,830	10%	IN	2	0.07%
				S						10%	OUT	6	0.21%
Congress Ave	10 th Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,830	10%	OUT	6	0.21%
				S						10%	IN	2	0.07%
Kirk Rd	Lake Worth Rd	10 th Ave N	2	N	2	1	3	Class II	860	3%	IN	1	0.12%
				S						3%	OUT	2	0.23%
Kirk Rd	10 th Ave N	Purdy Ln	2	N	2	1	2	Class II	860	2%	OUT	1	0.12%
				S						2%	IN	0	0.00%
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	5%	IN	1	0.04%
				W						5%	OUT	3	0.11%
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,830	5%	OUT	3	0.11%
				W						5%	IN	1	0.04%
10 th Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,870	5%	IN	1	0.05%
				W						5%	OUT	3	0.16%
10 th Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,870	10%	IN	2	0.11%
				W						10%	OUT	6	0.32%
10 th Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1,870	30%	IN	7	0.37%
				W						30%	OUT	19	1.02%
10 th Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1,870	40%	IN	9	0.48%
				W						40%	OUT	25	1.34%
10 th Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1,870	60%	OUT	38	2.03%
				W						60%	IN	13	0.70%
10 th Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1,870	55%	OUT	35	1.87%
				W						55%	IN	12	0.64%
10 th Ave N	I-95	N A St	5	E	3	0	18	Class II	1,870	20%	OUT	13	0.70%
				W						20%	IN	4	0.21%
10 th Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,870	20%	OUT	13	0.70%
				W						20%	IN	4	0.21%
10 th Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,870	5%	OUT	3	0.16%
				W						5%	IN	1	0.05%
2 nd Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	0	0.00%
				W						1%	OUT	1	0.11%
2 nd Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	0	0.00%
				W						1%	OUT	1	0.11%
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	3%	IN	1	0.04%
				W						3%	OUT	2	0.07%
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,870	2%	IN	0	0.00%
				W						2%	OUT	1	0.05%
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,780	4%	IN	1	0.06%
				W						4%	OUT	3	0.17%

AM	
IN	OUT
22	63

Table 9: Test 2 - Project Impact – PM Peak Hour

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Direction	Project Traffic	Traffic Impact
Federal Hwy	10 th Ave N	17 th Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	1	0.11%
				S						3%	IN	2	0.23%
Federal Hwy	Lake/Lucerne	10 th Ave N	2	N	4	0.76	5.3	Class II	860	2%	IN	1	0.12%
				S						2%	OUT	1	0.12%
Dixie Hwy	6 th Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,780	5%	IN	3	0.17%
				S						5%	OUT	2	0.11%
Dixie Hwy	Lake/Lucerne	10 th Ave N	4	N	4	0.76	5.3	Class II	1,780	5%	IN	3	0.17%
				S						5%	OUT	2	0.11%
Dixie Hwy	10 th Ave N	17 th Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	4	0.22%
				S						10%	IN	6	0.32%
Dixie Hwy	17 th Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,780	10%	OUT	4	0.22%
				S						10%	IN	6	0.34%
Boutwell Rd	Lake Worth Rd	2 nd Ave N	2	N	1	0	8	Class II	860	5%	IN	3	0.35%
				S						5%	OUT	2	0.23%
Boutwell Rd	2 nd Ave N	10 th Ave N	2	N	1	1	2	Class I	880	5%	IN	3	0.34%
				S						5%	OUT	2	0.23%
Florida Mango Rd	10 th Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	4	0.45%
				S						10%	IN	6	0.68%
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	2	0.23%
				S						5%	IN	3	0.34%
Congress Ave	6 th Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,830	5%	IN	3	0.11%
				S						5%	OUT	2	0.07%
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,830	10%	IN	6	0.21%
				S						10%	OUT	4	0.14%
Congress Ave	French Ave	10 th Ave N	6D	N	1	0	3	Class II	2,830	10%	IN	6	0.21%
				S						10%	OUT	4	0.14%
Congress Ave	10 th Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,830	10%	OUT	4	0.14%
				S						10%	IN	6	0.21%
Kirk Rd	Lake Worth Rd	10 th Ave N	2	N	2	1	3	Class II	860	3%	IN	2	0.23%
				S						3%	OUT	1	0.12%
Kirk Rd	10 th Ave N	Purdy Ln	2	N	2	1	2	Class II	860	2%	OUT	1	0.12%
				S						2%	IN	1	0.12%
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	5%	IN	3	0.11%
				W						5%	OUT	2	0.07%
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,830	5%	OUT	2	0.07%
				W						5%	IN	3	0.11%
10 th Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,870	5%	IN	3	0.16%
				W						5%	OUT	2	0.11%
10 th Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,870	10%	IN	6	0.32%
				W						10%	OUT	4	0.21%
10 th Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1,870	30%	IN	19	1.02%
				W						30%	OUT	12	0.64%
10 th Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1,870	40%	IN	25	1.34%
				W						40%	OUT	16	0.86%
10 th Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1,870	60%	OUT	24	1.28%
				W						60%	IN	38	2.03%
10 th Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1,870	55%	OUT	22	1.18%
				W						55%	IN	35	1.87%
10 th Ave N	I-95	N A St	5	E	3	0	18	Class II	1,870	20%	OUT	8	0.43%
				W						20%	IN	13	0.70%
10 th Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,870	20%	OUT	8	0.43%
				W						20%	IN	13	0.70%
10 th Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,870	5%	OUT	2	0.11%
				W						5%	IN	3	0.16%
2 nd Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
2 nd Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	3%	IN	2	0.07%
				W						3%	OUT	1	0.04%
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,870	2%	IN	1	0.05%
				W						2%	OUT	1	0.05%
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,780	4%	IN	3	0.17%
				W						4%	OUT	2	0.11%

PM	
IN	OUT
63	40

6. DRIVEWAY ANALYSIS

Based on *PBC Land Development Design Standards Manual*, a left-turn lane is required at each driveway where inbound peak hour left-turning traffic is equal or greater than 30 vehicles. A right-turn lane is required at each driveway where street Average Daily Traffic (ADT) volumes exceed 10,000 vehicles per day, and driveway daily volume is greater than 1,000 trips, with inbound peak hour right-turning traffic being at least 75 vehicles.

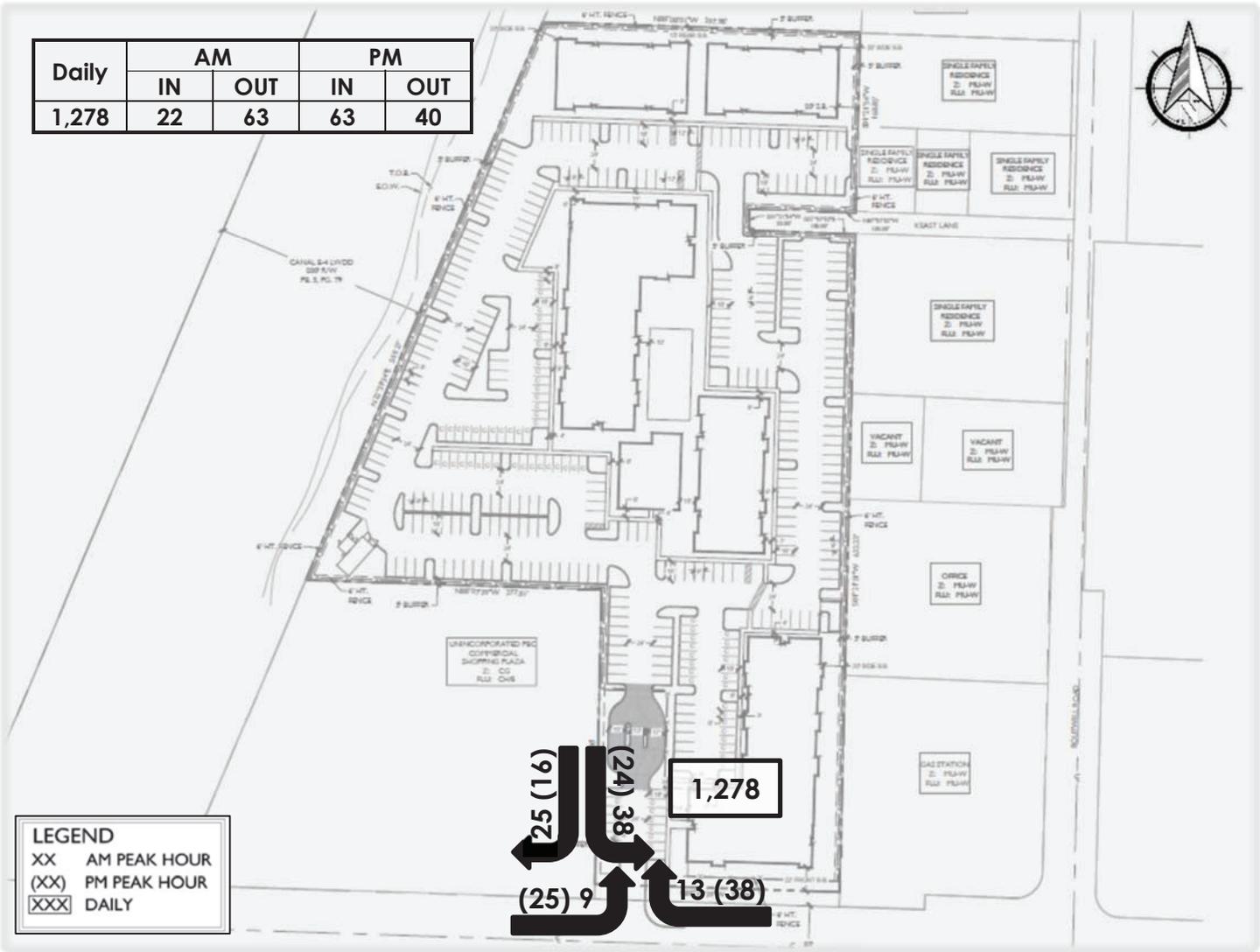


Figure 3: Project Driveway Volumes

Figure 3 provides Daily, AM and PM peak hour driveway volumes for the *Golden Road* project. Turn lanes are not warranted at the project driveway.

7. ADDITIONAL ANALYSIS

Given the site location and parcel configuration, access options are limited where the most viable option for the project would be connecting to 10th Avenue. A full access on 10th Avenue will be requested when applying for a driveway permit where the project is proposing restriping the exiting left turn lane in front of the site to allow for a continuous center two-way left-turn lane to facilitate a full access to the site.

The adequacy of the proposed eastbound left turn storage length at the intersection of 10th Avenue and Boutwell Road was evaluated using HCS analysis. Similarly, using HCS analysis the 95th percentile queues were calculated at the project driveway. Table 10 summarizes the results of the analysis.

Table 10: Access Management HCS Summary

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
AM																
10th Avenue & Boutwell Road																
Volume (veh/h)	-	9	1,303	193	-	290	1,042	23	-	174	14	240	-	33	10	15
95% Queue Length	-	0.3	18.1	22.1	-	21.7	2.2	2.6	-	11.3	16.2	-	-	2.6	1.6	-
10th Avenue & Golden Road Driveway																
Volume (veh/h)	-	9	1,981	-	-	-	1,616	13	-	-	-	-	-	38	-	25
95% Queue Length	-	0.1	-	-	-	-	-	-	-	-	-	-	-	1.9	-	0.3
PM																
10th Avenue & Boutwell Road																
Volume (veh/h)	-	9	1,210	217	-	236	1,569	15	-	215	13	208	-	32	33	23
95% Queue Length	-	0.3	10.8	16.0	-	17.5	4.1	4.3	-	14.5	13.7	-	-	2.4	3.5	-
10th Avenue & Golden Road Driveway																
Volume (veh/h)	-	25	1,993	-	-	-	1,920	38	-	-	-	-	-	24	-	16
95% Queue Length	-	0.3	-	-	-	-	-	-	-	-	-	-	-	1.6	-	0.2

As shown in Table 10, future operations at the 10th Avenue and Boutwell Road intersection will not be impacted by having a continuous center two-way left-turn lane in front of the project access which will allow for full movements in and out of the project site.

8. CONCLUSIONS AND RECOMMENDATIONS

The *Golden Road* project is located just west of Boutwell Road, north of 10th Avenue in the City of Lake Worth Beach, Florida. The applicant is proposing a site plan to accommodate 235 Apartments. This development will most likely generate 1,278 Daily trips where 85 two-way trips will occur during the AM peak hour and 103 during the PM peak hour. Project build-out is expected in the year 2025.

Test 1 – Part One - Intersections

The analyzed intersections within the RDI meet the adopted Level of Service as defined in *Table 12.B.2.C-2 1B – LOS D Intersection Thresholds*. Test 1 – Part One has been met.

Test 1 – Part Two - Links

10th Avenue between Congress Avenue and I-95 will be backlogged without project traffic at the estimated buildout year for the project, as defined in *Table 12.B.2.C-1, 1A: LOS 'D' Link Service Volumes*, where the minimum improvement necessary to correct the existing deficiency would allow the project to meet the adopted LOS. Therefore, according to Florida Statutes, for Concurrency purposes, any necessary improvements are considered to be in place. Test 1 – Part Two has been met.

Test 2 – Five Year Analysis

All links impacted by the project will be impacted with less than three percent (3%) of the adopted LOS, as defined in *Table 12.B.2.C-1, 1A: LOS 'E' Link Service Volumes*. Test 2 has been met.

The proposed *Golden Road* project has been evaluated following *Article 12 - TPS* of the *PBC Unified Land Development Code*. This analysis shows the proposed development will be in compliance with PBC – TPS and with City of Lake Worth Beach standards.

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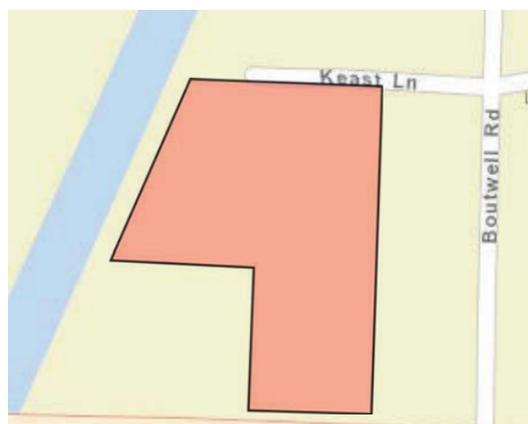
Exhibit 1: Property Appraiser Information

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Property Detail	
Parcel Control Number: 38-43-44-20-01-026-0010	Location Address: 10TH AVE N
Owners: LAKE WORTH INVESTMENT GROUP LLC	
Mailing Address: 4005 NW 114TH AVE STE 5, MIAMI FL 33178 4372	
Last Sale: SEP-2013	Book/Page#: 26358 / 1677 Price: \$925,000
Property Use Code: 1000 - VACANT COMMERCIAL	Zoning: MU-W - Mixed Use West (38-LAKE WORTH BEACH)
Legal Description: MODEL LAND CO, TR 26 (LESS S 315 FT OF WLY 400.83 FT & S 25 FT 10TH AVE NORTH R/W) & TR 27 (LESS E 220 FT & S 25 FT 10TH AVE NORTH R/W)	Total SF: 0 Acres 5.1353

2020 Values (Preliminary)		2020 Taxes (Preliminary)	
Improvement Value	\$0	Ad Valorem	\$21,877
Land Value	\$1,118,460	Non Ad Valorem	\$248
Total Market Value	\$1,118,460	Total Tax	\$22,125
Assessed Value	\$848,100	2020 Qualified Exemptions	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$848,100	Applicants	
<i>All values are as of January 1st each year.</i>		No Details Found	

Building Footprint (Building 0)	Subarea and Square Footage (Building 0)	
	Description	Sq. Footage
	No Data Found.	
	Extra Features	
Description	Year Built	Unit
No Extra Feature Available		

Structural Details (Building 0)	MAP
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010260010 1 of 1

Property Detail	
Location Address	10TH AVE N
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-026-0010
Subdivision	MODEL LAND CO IN
Official Records Book	26358 Page 1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO, TR 26 (LESS S 315 FT OF WLY 400.83 FT & S 25 FT 10TH AVE NORTH R/W) & TR 27 (LESS E 220 FT & S 25 FT 10TH AVE NORTH R/W)

Owner Information	
Owners	Mailing address
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

Sales Information				
Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
SEP-1994	\$300,000	08448 / 00874	WARRANTY DEED	FOGEL MICHAEL N &
OCT-1991	\$300,000	07009 / 00020	WARRANTY DEED	
APR-1988	\$100	05668 / 00085	QUIT CLAIM	
APR-1988	\$100	05668 / 00087	WARRANTY DEED	

Exemption Information	
No Exemption information available	

Property Information	
Number of Units	0
*Total Square Feet	0
Acres	5.1353
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West (38-LAKE WORTH BEACH)

Appraisals				
	Tax Year	2020 P	2019	2018
Improvement Value		\$0	\$0	\$0
Land Value		\$1,118,460	\$771,000	\$771,000
Total Market Value		\$1,118,460	\$771,000	\$771,000
<i>P = Preliminary All values are as of January 1st each year</i>				

Assessed and Taxable Values				
	Tax Year	2020 P	2019	2018
Assessed Value		\$848,100	\$771,000	\$771,000
Exemption Amount		\$0	\$0	\$0
Taxable Value		\$848,100	\$771,000	\$771,000

Taxes				
	Tax Year	2020 P	2019	2018
Ad Valorem		\$21,877	\$18,328	\$17,929
Non Ad Valorem		\$248	\$248	\$248
Total tax		\$22,125	\$18,576	\$18,177

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

Property Detail			
Parcel Control Number:	38-43-44-20-01-004-0030	Location Address:	2289 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE STE 5,MIAMI FL 33178 4372		
Last Sale:	SEP-2013	Book/Page#:	26358 / 1677
Property Use Code:	1000 - VACANT COMMERCIAL	Price:	\$925,000
Legal Description:	MODEL LAND CO SUB TR IN SW COR OF TR 4 IN DB1076 P171	Zoning:	MU-W - Mixed Use West (38-LAKE WORTH BEACH)
	Total SF:	0	Acres 0.1925

2020 Values (Preliminary)		2020 Taxes (Preliminary)	
Improvement Value	\$0	Ad Valorem	\$813
Land Value	\$41,930	Non Ad Valorem	\$50
Total Market Value	\$41,930	Total Tax	\$863
Assessed Value	\$31,350	2020 Qualified Exemptions	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$31,350	Applicants	
		No Details Found	



Subarea and Square Footage (Building 0)

Description	Area	Sq. Footage
No Data Found.		

Extra Features

Description	Year Built	Unit
No Extra Feature Available		

Structural Details (Building 0)

Description



Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040030 1 of 1

Property Detail	
Location Address	2289 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0030
Subdivision	MODEL LAND CO IN
Official Records Book	26358
Page	1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB TR IN SW COR OF TR 4 IN DB1076 P171

Owner Information

Owners	Mailing address
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
MAY-1995	\$165,000	08750 / 01450	WARRANTY DEED	TUBBS RALPH O &
APR-1981	\$100	03506 / 01634	WARRANTY DEED	

Exemption Information

No Exemption information available

Property Information

Number of Units	0
*Total Square Feet	0
Acres	0.1925
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West (38-LAKE WORTH BEACH)

Appraisals

Tax Year	2020 P	2019	2018
Improvement Value	\$0	\$0	\$0
Land Value	\$41,930	\$28,500	\$28,500
Total Market Value	\$41,930	\$28,500	\$28,500

P = Preliminary All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2020 P	2019	2018
Assessed Value	\$31,350	\$28,500	\$28,500
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$31,350	\$28,500	\$28,500

Taxes

Tax Year	2020 P	2019	2018
Ad Valorem	\$813	\$678	\$663
Non Ad Valorem	\$50	\$50	\$50
Total tax	\$863	\$728	\$713

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

Property Detail			
Parcel Control Number:	38-43-44-20-01-004-0060	Location Address:	2283 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE STE 5,MIAMI FL 33178 4372		
Last Sale:	SEP-2013	Book/Page#:	26358 / 1677
Property Use Code:	1000 - VACANT COMMERCIAL	Price:	\$925,000
Legal Description:	MODEL LAND CO SUB NLY 88.62 FT OF SLY 188.62 FT OF TR 4 LYG ADJ TO E4 CNL & W 20 FT OF E 490 FT OF S 100 FT OF TR 4 IN OR710P50	Zoning:	MU-W - Mixed Use West (38-LAKE WORTH BEACH)
	Total SF:	0	Acres 0.1717

2020 Values (Preliminary)		2020 Taxes (Preliminary)	
Improvement Value	\$900	Ad Valorem	\$749
Land Value	\$37,390	Non Ad Valorem	\$50
Total Market Value	\$38,290	Total Tax	\$799
Assessed Value	\$29,040	2020 Qualified Exemptions	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$29,040	Applicants	
All values are as of January 1st each year.			
No Details Found			

Building Footprint (Building 0)	Subarea and Square Footage (Building 0)		
	Description	Area	Sq. Footage
	No Data Found.		
	Extra Features		
Description	Year Built	Unit	
Utility Building	1952	150	
Unit may represent the perimeter, square footage, linear footage, total number or other measurement.			

Structural Details (Building 0)	MAP
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040060 1 of 1

Property Detail	
Location Address	2283 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0060
Subdivision	MODEL LAND CO IN
Official Records Book	26358
Page	1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB NLY 88.62 FT OF SLY 188.62 FT OF TR 4 LYG ADJ TO E4 CNL & W 20 FT OF E 490 FT OF S 100 FT OF TR 4 IN OR710P50

Owner Information	
Owners	Mailing address
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

Sales Information				
Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
MAY-1995	\$165,000	08750 / 01450	WARRANTY DEED	TUBBS RALPH O &
NOV-1991	\$24,000	07029 / 01545	WARRANTY DEED	

Exemption Information	
No Exemption information available	

Property Information	
Number of Units	0
*Total Square Feet	0
Acres	0.1717
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West (38-LAKE WORTH BEACH)

Appraisals				
	Tax Year	2020 P	2019	2018
Improvement Value		\$900	\$900	\$900
Land Value		\$37,390	\$25,500	\$25,500
Total Market Value		\$38,290	\$26,400	\$26,400
P = Preliminary All values are as of January 1st each year				

Assessed and Taxable Values				
	Tax Year	2020 P	2019	2018
Assessed Value		\$29,040	\$26,400	\$26,400
Exemption Amount		\$0	\$0	\$0
Taxable Value		\$29,040	\$26,400	\$26,400

Taxes				
	Tax Year	2020 P	2019	2018
Ad Valorem		\$749	\$628	\$614
Non Ad Valorem		\$50	\$50	\$50
Total tax		\$799	\$678	\$664

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

Property Detail			
Parcel Control Number:	38-43-44-20-01-004-0080	Location Address:	2269 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE STE 5,MIAMI FL 33178 4372		
Last Sale:	SEP-2013	Book/Page#:	26358 / 1677
Property Use Code:	1000 - VACANT COMMERCIAL	Price:	\$925,000
Legal Description:	MODEL LAND CO SUB W 75 FT OF E 470 FT OF N 168 FT OF S 188 FT OF TR 4	Zoning:	MU-W - Mixed Use West (38-LAKE WORTH BEACH)
	Total SF:	0	Acres 0.2893

2020 Values (Preliminary)		2020 Taxes (Preliminary)	
Improvement Value	\$0	Ad Valorem	\$1,234
Land Value	\$63,000	Non Ad Valorem	\$50
Total Market Value	\$63,000	Total Tax	\$1,284
Assessed Value	\$47,850	2020 Qualified Exemptions	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$47,850	Applicants	
		No Details Found	



Subarea and Square Footage (Building 0)

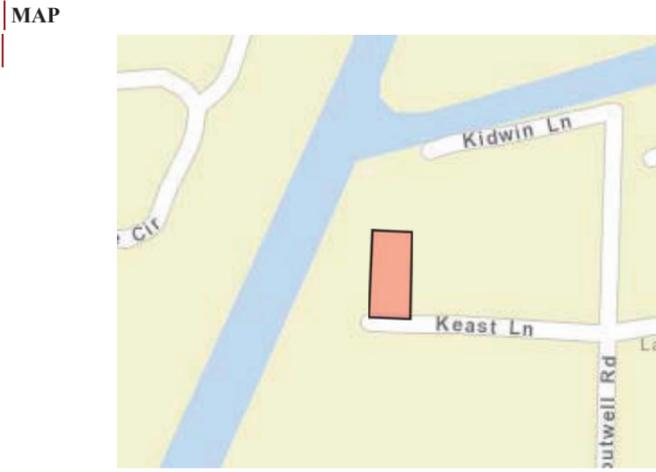
Description	Area	Sq. Footage
No Data Found.		

Extra Features

Description	Year Built	Unit
No Extra Feature Available		

Structural Details (Building 0)

Description



Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040080 1 of 1

Property Detail	
Location Address	2269 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0080
Subdivision	MODEL LAND CO IN
Official Records Book	26358
Page	1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB W 75 FT OF E 470 FT OF N 168 FT OF S 188 FT OF TR 4

Owner Information

Owners	Mailing address
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
MAY-1995	\$165,000	08750 / 01450	WARRANTY DEED	TUBBS RALPH O &

Exemption Information

No Exemption information available

Property Information

Number of Units	0
*Total Square Feet	0
Acres	0.2893
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West (38-LAKE WORTH BEACH)

Appraisals

Tax Year	2020 P	2019	2018
Improvement Value	\$0	\$0	\$0
Land Value	\$63,000	\$43,500	\$43,500
Total Market Value	\$63,000	\$43,500	\$43,500

P = Preliminary All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2020 P	2019	2018
Assessed Value	\$47,850	\$43,500	\$43,500
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$47,850	\$43,500	\$43,500

Taxes

Tax Year	2020 P	2019	2018
Ad Valorem	\$1,234	\$1,034	\$1,012
Non Ad Valorem	\$50	\$50	\$50
Total tax	\$1,284	\$1,084	\$1,062

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Property Detail			
Parcel Control Number:	38-43-44-20-01-004-0120	Location Address:	2253 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE STE 5, MIAMI FL 33178 4372		
Last Sale:	SEP-2013	Book/Page#:	26358 / 1677
Property Use Code:	1000 - VACANT COMMERCIAL	Price:	\$925,000
Legal Description:	MODEL LAND CO SUB W 84 FT OF E 395 FT OF N 168 FT OF S 188 FT OF TR 4	Zoning:	MU-W - Mixed Use West (38-LAKE WORTH BEACH)
	Total SF:	0	Acres 0.3240

2020 Values (Preliminary)		2020 Taxes (Preliminary)	
Improvement Value	\$0	Ad Valorem	\$1,369
Land Value	\$70,565	Non Ad Valorem	\$50
Total Market Value	\$70,565	Total Tax	\$1,419
Assessed Value	\$52,800	2020 Qualified Exemptions	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$52,800	Applicants	
		No Details Found	

All values are as of January 1st each year.

Building Footprint (Building 0)	Subarea and Square Footage (Building 0)		
	Description	Area	Sq. Footage
	No Data Found.		
	Extra Features		
	Description	Year Built	Unit
	No Extra Feature Available		

Structural Details (Building 0)	MAP
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040120 1 of 1

Property Detail	
Location Address	2253 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0120
Subdivision	MODEL LAND CO IN
Official Records Book	26358
Page	1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB W 84 FT OF E 395 FT OF N 168 FT OF S 188 FT OF TR 4

Owner Information	
Owners	Mailing address
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

Sales Information				
Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
OCT-1996	\$36,000	09493 / 00024	WARRANTY DEED	TUBBS RALPH &
JAN-1978	\$100	02963 / 01644		

Exemption Information	
No Exemption information available	

Property Information	
Number of Units	0
*Total Square Feet	0
Acres	0.3240
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West (38-LAKE WORTH BEACH)

Appraisals				
Tax Year	2020 P	2019	2018	
Improvement Value	\$0	\$0	\$0	
Land Value	\$70,565	\$48,000	\$48,000	
Total Market Value	\$70,565	\$48,000	\$48,000	

P = Preliminary All values are as of January 1st each year

Assessed and Taxable Values				
Tax Year	2020 P	2019	2018	
Assessed Value	\$52,800	\$48,000	\$48,000	
Exemption Amount	\$0	\$0	\$0	
Taxable Value	\$52,800	\$48,000	\$48,000	

Taxes				
Tax Year	2020 P	2019	2018	
Ad Valorem	\$1,369	\$1,141	\$1,116	
Non Ad Valorem	\$50	\$50	\$50	
Total tax	\$1,419	\$1,191	\$1,166	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

Property Detail			
Parcel Control Number:	38-43-44-20-01-004-0010	Location Address:	2310 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE UNIT 5,MIAMI FL 33178 4372		
Last Sale:	NOV-2014	Book/Page#:	27154 / 1661
Property Use Code:	1000 - VACANT COMMERCIAL	Zoning:	MU-W - Mixed Use West (38-LAKE WORTH BEACH)
Legal Description:	MODEL LAND CO SUB N 168 FT OF S 188 FT OF W 100 FT OF E 320 FT OF TR 4 AS IN OR5285P249 (LESS W 9 FT AS IN OR2963P1644)	Total SF:	0
		Acres	0.3510

2020 Values (Preliminary)		2020 Taxes (Preliminary)	
Improvement Value	\$0	Ad Valorem	\$1,492
Land Value	\$76,440	Non Ad Valorem	\$50
Total Market Value	\$76,440	Total Tax	\$1,542
Assessed Value	\$57,750	2020 Qualified Exemptions	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$57,750	Applicants	
		No Details Found	

All values are as of January 1st each year.

Building Footprint (Building 0)	Subarea and Square Footage (Building 0)		
	Description	Area	Sq. Footage
	No Data Found.		
	Extra Features		
	Description	Year Built	Unit
	No Extra Feature Available		

Structural Details (Building 0)	MAP
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040010 1 of 1

Property Detail	
Location Address	2310 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0010
Subdivision	MODEL LAND CO IN
Official Records Book	27154
Page	1661
Sale Date	NOV-2014
Legal Description	MODEL LAND CO SUB N 168 FT OF S 188 FT OF W 100 FT OF E 320 FT OF TR 4 AS IN OR5285P249 (LESS W 9 FT AS IN OR2963P1644)

Owner Information	Mailing address
Owners LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE UNIT 5 MIAMI FL 33178 4372

Sales Information				
Sales Date	Price	OR Book/Page	Sale Type	Owner
NOV-2014	\$10	27154 / 01661	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
DEC-2005	\$10	19691 / 00336	WARRANTY DEED	LW10TH INC
NOV-2005	\$324,000	19626 / 01869	WARRANTY DEED	EVANS LESLIE R &
MAR-2001	\$78,000	12352 / 01229	WARRANTY DEED	NORDINGER GEORGE
JUN-2000	\$56,000	11884 / 01699	WARRANTY DEED	TORRES RAYMOND
APR-1996	\$47,000	09224 / 01950	WARRANTY DEED	
MAY-1987	\$100	05285 / 00249	LIFE ESTATE	

Exemption Information
No Exemption information available

Property Information
Number of Units 0
*Total Square Feet 0
Acres 0.3510
Use Code 1000 - VACANT COMMERCIAL
Zoning MU-W - Mixed Use West (38-LAKE WORTH BEACH)

Appraisals	Tax Year	2020 P	2019	2018
Improvement Value		\$0	\$0	\$0
Land Value		\$76,440	\$52,500	\$52,500
Total Market Value		\$76,440	\$52,500	\$52,500

P = Preliminary All values are as of January 1st each year

Assessed and Taxable Values	Tax Year	2020 P	2019	2018
Assessed Value		\$57,750	\$52,500	\$52,500
Exemption Amount		\$0	\$0	\$0
Taxable Value		\$57,750	\$52,500	\$52,500

Taxes	Tax Year	2020 P	2019	2018
Ad Valorem		\$1,492	\$1,248	\$1,221
Non Ad Valorem		\$50	\$50	\$50
Total tax		\$1,542	\$1,298	\$1,271

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Exhibit 2: Preliminary Site Plan

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Exhibit 3: Approved Trip Distribution

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December 6, 2017

William Waters, AIA, LEED AP, NCARB
Community Development Director
City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461

RE: Golden Roads Apartments
Project #: 170713
Traffic Analysis

Dear Mr. Waters:

Palm Beach County Traffic Division has reviewed the **Golden Roads Apartments** Traffic Analysis prepared by JFO Group, Inc., revised December 5, 2017, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	City of Lake Worth
Location:	Northwest corner of 10 th Avenue and Boutwell Road
PCN #:	38-43-44-20-01-026-0010
Access:	1 Full Access driveway on 10 th Avenue (<u>Developer proposed – does not imply approval by the County through this TPS letter</u>)
Existing Uses:	Vacant
Proposed Uses:	189 DU of Apartments
Net New Daily Trips:	1,257
Net New Peak Hour Trips:	96 (19/77) AM and 117 (76/41) PM
Build-out:	December 31, 2019

Based on our review, the Traffic Division has determined the proposed development meets the Traffic Performance Standards of Palm Beach County, subject to the following conditions:

1. No Building Permits for the site may be issued after December 31, 2019.

Please note that a full access driveway on 10th Ave N, as proposed, may not be approved by the County due to safety and County Access Management Standards violations. Additional access (beyond a right-in/right-out only access on 10th Ave N) through Keast Ln or directly to Boutwell Rd must be explored. In any case, as noted above, this concurrency traffic study review is not a review or approval of the access point. A separate application process with the County will consider any potential access points that are located on County maintained roadways. A preliminary meeting involving the Developer/Agent, Traffic Division, Land Development Division, and Roadway Production Division to discuss access issues is highly recommended before a formal site plan application is submitted to the City. During that discussion process, more information/analysis may be requested.

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

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



**Palm Beach County
Board of County
Commissioners**

- Melissa McKinlay, Mayor
- Mack Bernard, Vice Mayor
- Hal R. Valeche
- Paulette Burdick
- Dave Kerner
- Steven L. Abrams
- Mary Lou Berger

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



William Waters, AIA, LEED AP, NCARB
December 6, 2017
Page 2

The TPS build out approval condition, as stated above, shall be incorporated into the municipal Development Order exactly as set forth above. No later than ten calendar days after approval of the Development Order, the municipality shall transmit an official, recorded copy of same to the County Engineer. In the event: 1) the municipal Development Order is not received by the County Engineer within fifteen calendar days after approval of same; or 2) the official, recorded Development Order does not contain the above condition exactly as set forth above, then the Traffic Division's conditional finding that this proposed development meets the Traffic Performance Standards of Palm Beach County shall be deemed rescinded and rendered void.

The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

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

If you have any questions regarding this determination, please contact me at (561) 684-4030, Qbari@pbcgov.org.

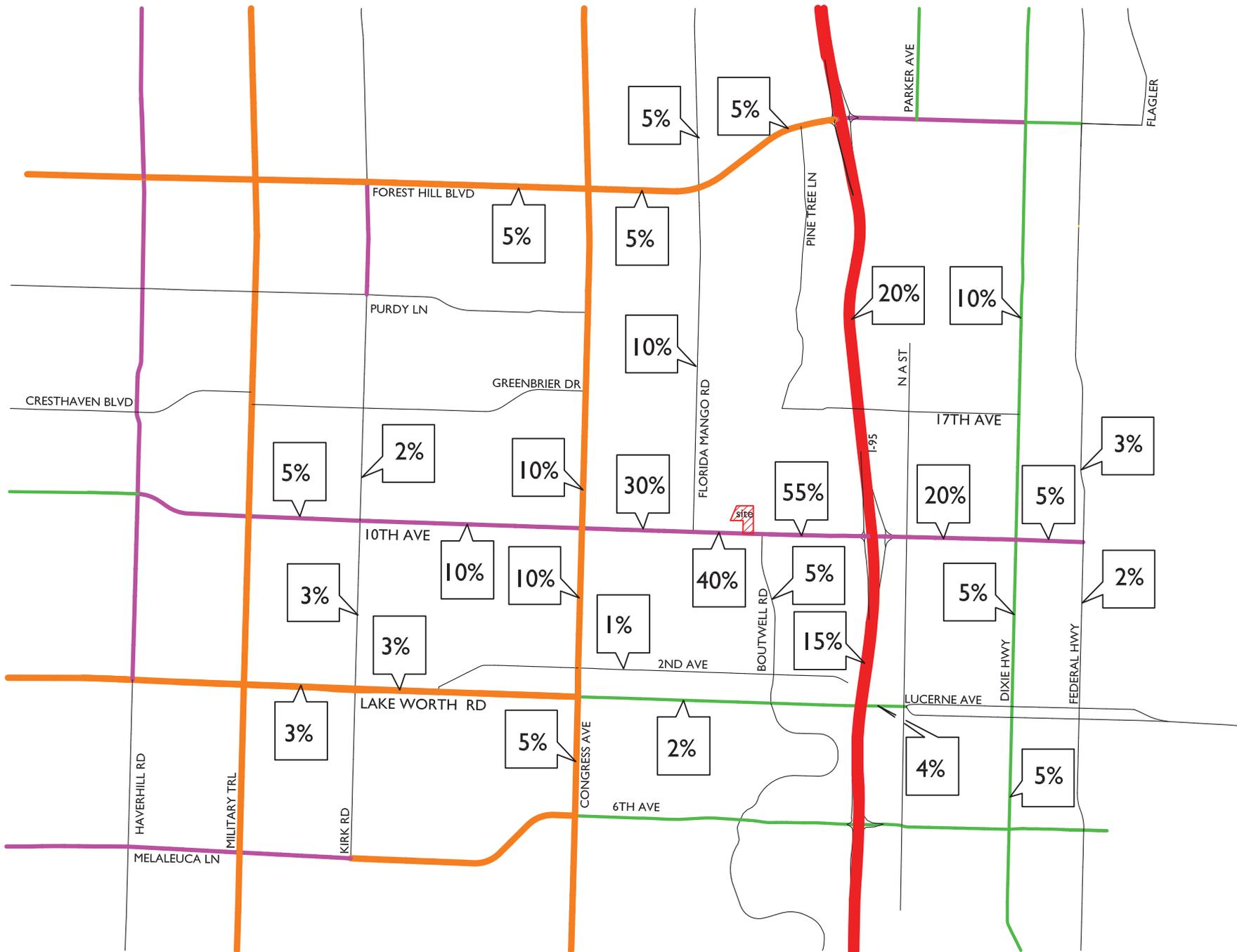
Sincerely,

Quazi Bari, P.E.
Senior Professional Engineer
Traffic Division

QB: bc

ec: Addressee
Juan F. Ortega, P.E. - JFO Group, Inc.
Steve Bohovsky - Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\MMTMUNICIPALITIES\APPROVALS\2017\170713 - GOLDEN ROADS APARTMENTS.DOCX



LEGEND	
2L	6L
3L	8L
4L	10L
5L	

GOLDEN ROAD APARTMENTS

FIGURE 3: PROJECT TRAFFIC ASSIGNMENT



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Exhibit 4: Intersection Analyses

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Critical Movement Analysis



10th Avenue & Florida Mango Road Golden Road Apartments

Input Data

GR	=	1.71%
Peak Season	=	1.00
Traffic Count Year	=	2018
Buildout Year	=	2025
Years	=	7

AM Peak Hour		PM Peak Hour		235 Apartments
In	Out	In	Out	
22	63	63	40	

AM Peak Hour

AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 26, 2018	183	1,065	15	16	757	156	24	11	21	203	7	250
Peak Season Volume	183	1,065	15	16	757	156	24	11	21	203	7	250
2025 Historic Growth	206	1,199	17	18	852	176	27	12	24	229	8	282
Major Project Traffic ¹	0	126	0	0	152	0	0	0	0	22	0	22
Major Project Traffic + 1% growth	196	1,268	16	17	964	167	26	12	23	240	8	290
% Project Traffic	-	30%	-	-	30%	10%	-	-	-	10%	-	-
Project Traffic Direction	-	IN	-	-	OUT	OUT	-	-	-	IN	-	-
Project Traffic	-	7	-	-	19	6	-	-	-	2	-	-
2025 Total Traffic ²	206	1,275	17	18	983	182	27	12	24	242	8	290

Critical Volume

No. of Lanes	1	2	-	1	2	1	1	1	-	2	-	1
Approach Volume	1,498			1,183			63			540		
Per Lane Volume ³	206	646	-	18	492	0	27	36	-	125	-	24
North-South Critical	EB LT + WB TH = 698			WB LT + EB TH = 664								
East-West Critical	NB LT + SB RT = 51			SB LT + NB TH = 161								
Maximum Critical Sum	698 + 161 = 859											

Status? **OK**

PM Peak Hour

PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 26, 2018	320	866	21	31	1,267	276	33	5	11	179	7	301
Peak Season Volume	320	866	21	31	1,267	276	33	5	11	179	7	301
2025 Historic Growth	360	975	24	35	1,427	311	37	6	12	202	8	339
Major Project Traffic ¹	0	254	0	0	263	0	0	0	0	41	0	41
Major Project Traffic + 1% growth	343	1,182	23	33	1,621	296	35	5	12	233	8	364
% Project Traffic	-	30%	-	-	30%	10%	-	-	-	10%	-	-
Project Traffic Direction	-	IN	-	-	OUT	OUT	-	-	-	IN	-	-
Project Traffic	-	19	-	-	12	4	-	-	-	6	-	-
2025 Total Traffic ²	360	1,201	24	35	1,633	315	37	6	12	239	8	364

Critical Volume

No. of Lanes	1	2	-	1	2	1	1	1	-	2	-	1
Approach Volume	1,379			1,789			55			556		
Per Lane Volume ³	360	510	0	35	817	146	37	18	-	109	-	0
North-South Critical	EB LT + WB TH = 1,080			WB LT + EB TH = 545								
East-West Critical	NB LT + SB RT = 37			SB LT + NB TH = 127								
Maximum Critical Sum	1,080 + 127 = 1,207											

Status? **OK**

¹ Intersection Volume Development sheets from TPS seem not to be working at the time this analysis was prepared. In order to provide a conservative analysis, Link Sheets were used instead.

² Build out year traffic was estimated using the greater of the historical growth rate and committed development traffic+1% historical growth rate. Then, existing traffic and development traffic were added to the growth in the build-out year.

³ Right-turn volume was adjusted based on the right turns on red and the overlapping left turns.

SIGNAL ID	E-W STREET	N-S STREET	DATE	TIME	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	TOTAL
35835	10th Ave N	Detroit St	8/28/2017	3:45 PM	0	34	5	52	0	54	2	78	0	67	1180	12	0	49	1441	25	2999
35870	10th Ave N	Dixie Hwy	12/3/2018	7:30 AM	0	165	430	18	0	69	591	125	0	162	153	93	0	0	370	19	2195
35870	10th Ave N	Dixie Hwy	12/3/2018	12:30 PM	0	170	317	17	0	38	352	102	0	167	192	122	0	0	181	12	1670
35870	10th Ave N	Dixie Hwy	12/3/2018	4:45 PM	0	217	510	32	0	65	556	121	0	206	285	102	0	0	242	15	2351
35870	10th Ave N	Dixie Hwy	5/17/2016	7:30 AM	0	291	485	16	0	63	413	145	0	141	182	227	0	1	357	22	2343
35870	10th Ave N	Dixie Hwy	5/17/2016	12:30 PM	0	278	476	20	0	39	430	196	0	203	168	226	0	3	182	20	2241
35870	10th Ave N	Dixie Hwy	5/17/2016	4:45 PM	0	314	516	26	0	64	613	167	0	222	244	267	0	3	251	20	2707
35820	10th Ave N	Fl Mango Rd	11/26/2018	7:45 AM	0	24	11	21	0	203	7	250	0	183	1065	15	0	16	757	156	2708
35820	10th Ave N	Fl Mango Rd	11/26/2018	11:00 AM	0	22	10	7	1	161	3	192	0	195	870	7	1	10	1032	120	2631
35820	10th Ave N	Fl Mango Rd	11/26/2018	4:45 PM	0	33	5	11	0	179	7	301	0	320	866	21	0	31	1267	276	3317
35820	10th Ave N	Fl Mango Rd	3/24/2015	7:30 AM	0	19	10	57	0	336	4	170	0	126	1220	12	0	22	911	151	3038
35820	10th Ave N	Fl Mango Rd	12/17/2015	7:30 AM	0	28	9	41	0	306	1	230	0	167	1458	33	0	16	848	144	3281
35820	10th Ave N	Fl Mango Rd	12/17/2015	12:30 PM	0	5	8	18	0	210	3	224	0	273	884	12	0	13	1029	165	2844
35820	10th Ave N	Fl Mango Rd	3/24/2015	4:45 PM	0	16	16	28	0	184	9	149	0	240	901	32	0	14	1314	192	3095
35820	10th Ave N	Fl Mango Rd	12/17/2015	4:45 PM	0	21	8	23	0	228	10	258	0	232	1164	25	2	36	1255	267	3529
35720	10th Ave N	Haverhill Rd	12/4/2017	7:00 AM	0	96	806	80	0	199	519	220	1	420	816	103	0	120	417	206	4003
35720	10th Ave N	Haverhill Rd	12/4/2017	2:15 PM	0	80	571	76	0	171	391	186	0	172	517	36	8	109	466	221	3004
35720	10th Ave N	Haverhill Rd	12/4/2017	4:45 PM	0	136	698	26	0	181	515	260	0	223	661	57	0	98	732	225	3812
35850	10th Ave N	I 95 East	7/24/2018	7:15 AM	0	461	0	207	0	0	0	0	0	733	829	0	0	0	529	492	3251
35850	10th Ave N	I 95 East	7/24/2018	12:00 PM	0	452	0	235	0	0	0	0	0	601	753	0	0	0	535	285	2861
35850	10th Ave N	I 95 East	7/24/2018	4:30 PM	0	549	0	403	0	0	0	0	0	694	1237	0	0	0	666	433	3982
35850	10th Ave N	I 95 East	11/29/2017	7:15 AM	0	514	0	242	0	0	0	0	0	921	1069	0	0	0	760	693	4199
35850	10th Ave N	I 95 East	11/29/2017	12:00 PM	0	522	0	255	0	0	0	0	0	850	1006	0	0	0	570	334	3537
35850	10th Ave N	I 95 East	11/29/2017	4:30 PM	0	614	0	615	0	0	0	0	0	826	1392	0	0	0	626	532	4605
35850	10th Ave N	I 95 East	3/25/2015	7:30 AM	0	602	0	239	0	0	0	0	0	602	810	0	0	0	773	628	3654
35850	10th Ave N	I 95 East	12/14/2015	7:30 AM	0	585	0	260	0	0	0	0	0	604	809	0	0	0	769	600	3627
35850	10th Ave N	I 95 East	12/14/2015	12:30 PM	0	568	0	237	0	0	0	0	0	467	814	0	0	0	605	337	3028
35850	10th Ave N	I 95 East	3/25/2015	4:45 PM	0	598	0	401	0	0	0	0	0	590	979	0	0	0	972	397	3937
35850	10th Ave N	I 95 East	12/14/2015	4:45 PM	0	631	0	452	0	0	0	0	0	596	1005	0	0	0	909	435	4028
35850	10th Ave N	I 95 West	7/24/2018	7:15 AM	0	0	0	0	0	403	0	557	0	0	805	546	0	461	582	0	3354
35850	10th Ave N	I 95 West	7/24/2018	12:00 PM	0	0	0	0	0	295	0	493	0	0	579	299	0	224	778	0	2668
35850	10th Ave N	I 95 West	7/24/2018	4:30 PM	0	0	0	0	0	514	0	506	0	0	972	389	0	289	1023	0	3693
35850	10th Ave N	I 95 West	11/29/2017	7:15 AM	0	0	0	0	0	446	0	760	0	0	921	495	0	348	966	0	3936
35850	10th Ave N	I 95 West	11/29/2017	12:00 PM	0	0	0	0	0	345	0	432	0	0	852	415	0	254	1238	0	3536
35850	10th Ave N	I 95 West	11/29/2017	4:30 PM	0	0	0	0	0	649	0	620	0	0	978	523	0	324	1686	0	4780
35850	10th Ave N	I 95 West	3/25/2015	7:30 AM	0	0	0	0	0	432	0	562	0	0	1022	689	0	365	1042	0	4112

Input Data

ROAD NAME: Florida Mango Rd STATION: 4212
 CURRENT YEAR: 2019 FROM: 10th Ave
 ANALYSIS YEAR: 2025 TO: Midpoint
 GROWTH RATE: 1.84% COUNT DATE: 3/26/2019
 PSF: 1

Report Created
 11/14/2020

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1005	645	369	1020	434	595
Peak Volume	1005	645	369	1020	434	595
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1005	645	369	1020	434	595

Committed Developments							Type	% Complete
Circus Trix	0	0	0	2	1	1	NR	25%
Lake Worth Corners	3	1	2	6	4	3	Res	0%
Lake Worth Middle School	4	2	2	1	1	1	NR	77.20%
Walmart-Palm Springs	1	1	1	6	3	3	NR	75%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	2	1	1	2	1	1	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Waterville	0	0	0	0	0	0	Res	100%
WAWA - Forest Hill & Congress	0	0	0	0	0	0	NR	100%
2773 Public Charter School	11	6	5	2	1	1	NR	75%
Akal Property	13	9	5	16	6	9	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Waterside Plaza	9	4	5	30	15	15	NR	75%
RaceTrac Market	48	23	25	105	54	51	NR	25%
Total Committed Developments	91	47	46	170	86	85		
Total Committed Residential	16	10	7	22	10	12		
Total Committed Non-Residential	75	37	39	148	76	73		
Double Count Reduction	4	3	2	6	3	3		
Total Discounted Committed Developments	87	44	44	164	83	82		
Historical Growth	116	75	43	118	50	69		
Comm Dev+1% Growth	149	84	67	227	110	119		
Growth Volume Used	149	84	67	227	110	119		
Total Volume	1154	729	436	1247	544	714		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A	B	C	D	E	F	G	H	I
	Input Data							
	ROAD NAME: 10th Ave N			STATION: 4203			Report Created	
	CURRENT YEAR: 2019			FROM: Midpoint			11/14/2020	
	ANALYSIS YEAR: 2025			TO: Florida Mango Rd				
	GROWTH RATE: -0.60%			COUNT DATE: 3/13/2019				
				PSF: 1				

Link Analysis

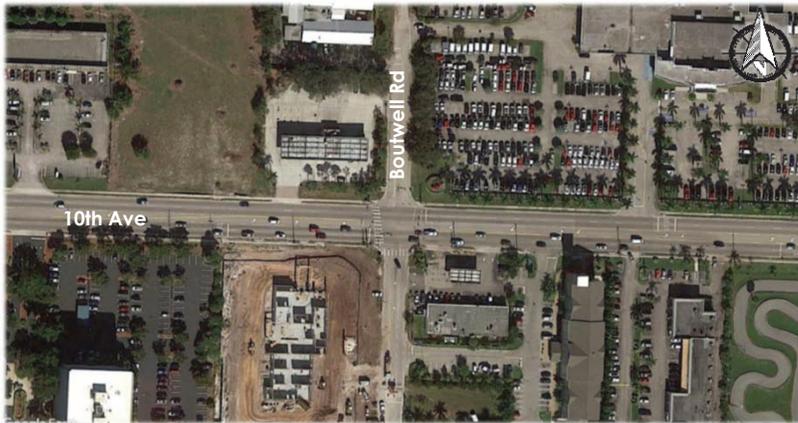
Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments Type % Complete

Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Buena Vista Commerce Park	2	0	2	2	2	0	NR	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	8	7	1	10	3	7	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	3	1	4	1	2	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	24	11	13	20	10	10	NR	0%
Akal Property	40	14	26	47	28	19	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	12	6	5	37	18	19	NR	75%
RaceTrac Market	73	38	35	157	77	80	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
Total Committed Developments	272	133	138	518	264	253		
Total Committed Residential	60	26	33	78	41	35		
Total Committed Non-Residential	212	107	105	440	223	218		
Double Count Reduction	15	7	8	20	10	9		
Total Discounted Committed Developments	257	126	130	498	254	244		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	442	228	216	693	352	341		
Growth Volume Used	442	228	216	693	352	341		
Total Volume	3447	1889	1620	3864	1945	1919		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

Critical Movement Analysis



10th Avenue & Boutwell Road Golden Road Apartments

Input Data

GR	=	1.71%
Peak Season	=	1.00
Traffic Count Year	=	2017
Buildout Year	=	2025
Years	=	8

AM Peak Hour		PM Peak Hour		235 Apartments
In	Out	In	Out	
22	63	63	40	

AM Peak Hour

AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 16, 2017	8	1,052	166	253	873	20	135	12	197	29	9	13
Peak Season Volume	8	1,052	166	253	873	20	135	12	197	29	9	13
2025 Historic Growth	9	1,205	190	290	1,000	23	155	14	226	33	10	15
Major Project Traffic ¹	0	129	0	0	85	0	27	0	27	0	0	0
Major Project Traffic + 1% growth	9	1,268	180	274	1,030	22	173	13	240	31	10	14
% Project Traffic	-	55%	5%	-	55%	-	5%	-	-	-	-	-
Project Traffic Direction	-	OUT	OUT	-	IN	-	IN	-	-	-	-	-
Project Traffic	-	35	3	-	12	-	1	-	-	-	-	-
2025 Total Traffic ²	9	1,303	193	290	1,042	23	174	14	240	33	10	15

Critical Volume

No. of Lanes	1	2	-	1	2	-	1	1	-	1	1	-
Approach Volume	1,442			1,325			396			58		
Per Lane Volume ³	9	717	-	290	518	-	-	396	-	33	25	-
North-South Critical	EB LT + WB TH = 527			WB LT + EB TH = 1,007								
East-West Critical	NB LT + SB RT = 25			SB LT + NB TH = 429								
Maximum Critical Sum	1,007 + 429 = 1,436											

Status? **HCS LOS = C**

PM Peak Hour

PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 16, 2017	8	834	188	206	1,272	13	166	11	163	28	29	20
Peak Season Volume	8	834	188	206	1,272	13	166	11	163	28	29	20
2025 Historic Growth	9	955	215	236	1,457	15	190	13	187	32	33	23
Major Project Traffic ¹	0	285	0	0	157	0	32	0	31	0	0	0
Major Project Traffic + 1% growth	9	1,188	204	223	1,534	14	212	12	208	30	31	22
% Project Traffic	-	55%	5%	-	55%	-	5%	-	-	-	-	-
Project Traffic Direction	-	OUT	OUT	-	IN	-	IN	-	-	-	-	-
Project Traffic	-	22	2	-	35	-	3	-	-	-	-	-
2025 Total Traffic ²	9	1,210	217	236	1,569	15	215	13	208	32	33	23

Critical Volume

No. of Lanes	1	2	-	1	2	1	-	1	-	1	-	0
Approach Volume	1,436			1,820			436			88		
Per Lane Volume ³	9	714	-	236	792	-	-	436	-	32	56	-
North-South Critical	EB LT + WB TH = 801			WB LT + EB TH = 950								
East-West Critical	NB LT + SB TH = 56			SB LT + NB TH = 468								
Maximum Critical Sum	950 + 468 = 1,418											

Status? **HCS LOS = B**

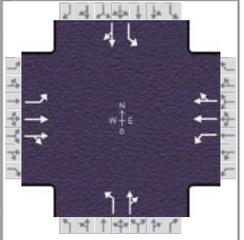
¹ Intersection Volume Development sheets from TPS seem not to be working at the time this analysis was prepared. In order to provide a conservative analysis, Link Sheets were used instead.

² Build out year traffic was estimated using the greater of the historical growth rate and committed development traffic+1% historical growth rate. Then, existing traffic and development traffic were added to the growth in the build-out year.

³ Right-turn volume was adjusted based on the right turns on red and the overlapping left turns

HCS7 Signalized Intersection Input Data

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	AM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	AM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

Signal Information				EB			WB			NB			SB		
Cycle, s	160.0	Reference Phase	2	Green	92.4	15.9	32.7	0.0	0.0	0.0	1	2	3	4	
Offset, s	0	Reference Point	End	Yellow	4.5	4.5	4.0	0.0	0.0	0.0	5	6	7	8	
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	2.0	0.0	0.0	0.0					
Force Mode	Fixed	Simult. Gap N/S	On												

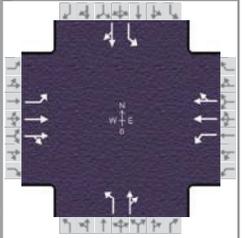
Traffic Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15
Initial Queue (Q _b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s ₀), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N _m), man/h		None			None			None			None	
Heavy Vehicles (P _{HV}), %	0	0		0	0		0	0		0	0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N _b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)	3	4	3	3	4	3	3	3	3	3	3	3
Upstream Filtering (I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0		0	0		0	0		0	0	
Grade (P _g), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G _{max}) or Phase Split, s		85.0	25.0	110.0		50.0		50.0
Yellow Change Interval (Y), s		4.5	4.5	4.5		4.0		4.0
Red Clearance Interval (R _c), s		2.0	2.0	2.0		2.0		2.0
Minimum Green (G _{min}), s		20	4	20		6		6
Start-Up Lost Time (lt), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s		2.0	2.0	2.0		2.0		2.0
Recall Mode		Min	Off	Min		Off		Off
Dual Entry		Yes	No	Yes		Yes		Yes
Walk (Walk), s		10.0		7.0		7.0		10.0
Pedestrian Clearance Time (PC), s		14.0		16.0		20.0		22.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0	No	25									
Walkway / Crosswalk Width / Length, ft	9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0
Street Width / Island / Curb	0	0	No									
Width Outside / Bike Lane / Shoulder, ft	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0
Pedestrian Signal / Occupied Parking	No	0.50										

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	AM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	AM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

Signal Information											
Cycle, s	160.0	Reference Phase	2								
Offset, s	0	Reference Point	End	Green	92.4	15.9	32.7	0.0	0.0	0.0	
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0	
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	0.0	0.0	0.0	

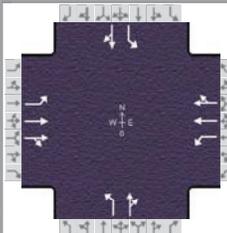
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		8
Case Number		6.4	1.0	4.0		6.0		6.0
Phase Duration, s		98.9	22.4	121.3		38.7		38.7
Change Period, ($Y+R_c$), s		6.5	6.5	6.5		6.0		6.0
Max Allow Headway (MAH), s		0.0	3.1	0.0		3.3		3.3
Queue Clearance Time (g_s), s			15.7			27.1		31.8
Green Extension Time (g_e), s		0.0	0.1	0.0		1.0		0.9
Phase Call Probability			1.00			1.00		1.00
Max Out Probability			1.00			0.00		0.01

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	9	799	776	305	563	558	183	267		35	26	
Adjusted Saturation Flow Rate (s), veh/h/ln	510	1900	1815	1810	1900	1885	1406	1624		1130	1715	
Queue Service Time (g_s), s	1.4	35.2	41.1	13.7	3.4	4.2	19.3	25.1		4.8	2.0	
Cycle Queue Clearance Time (g_c), s	5.8	35.2	41.1	13.7	3.4	4.2	21.2	25.1		29.8	2.0	
Green Ratio (g/C)	0.58	0.58	0.58	0.66	0.72	0.72	0.20	0.20		0.20	0.20	
Capacity (c), veh/h	325	1097	1047	326	1363	1352	316	332		100	351	
Volume-to-Capacity Ratio (X)	0.029	0.728	0.741	0.937	0.413	0.413	0.579	0.805		0.347	0.075	
Back of Queue (Q), ft/ln (95 th percentile)	8	452.7	553.7	541.4	54.4	63.8	282	405.5		64.1	38.9	
Back of Queue (Q), veh/ln (95 th percentile)	0.3	18.1	22.1	21.7	2.2	2.6	11.3	16.2		2.6	1.6	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Uniform Delay (d_1), s/veh	16.6	11.8	15.3	59.7	1.1	1.3	59.9	60.6		74.7	51.4	
Incremental Delay (d_2), s/veh	0.2	4.2	4.7	33.3	0.9	0.9	0.6	5.5		0.8	0.0	
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	16.7	16.1	20.0	93.1	2.0	2.3	60.6	66.1		75.5	51.4	
Level of Service (LOS)	B	B	B	F	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	18.0		B	21.6		C	63.9		E	65.1		E
Intersection Delay, s/veh / LOS	26.1						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.96	B	1.87	B	2.31	B	2.31	B
Bicycle LOS Score / LOS	1.79	B	1.66	B	1.23	A	0.59	A

HCS7 Signalized Intersection Intermediate Values

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	AM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	AM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

Signal Information																
Cycle, s	160.0	Reference Phase	2													
Offset, s	0	Reference Point	End	Green	92.4	15.9	32.7	0.0	0.0	0.0						
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0						
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	0.0	0.0	0.0						

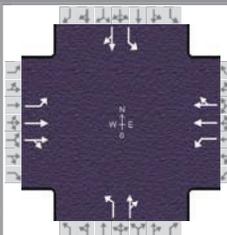
Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles and Grade Factor (f_{HVg})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.269	0.000		0.952	0.000		0.740	0.000		0.595	0.000	
Right-Turn Adjustment Factor (f_{RT})		0.955	0.955		0.992	0.992		0.855	0.855		0.903	0.903
Left-Turn Pedestrian Adjustment Factor (f_{LPB})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{RPB})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
DDI Factor (f_{DDI})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Movement Saturation Flow Rate (s), veh/h	510	3240	475	1810	3704	82	1406	90	1534	1130	686	1029
Proportion of Vehicles Arriving on Green (P)	0.58	0.77	0.58	0.10	0.96	0.72	0.20	0.20	0.20	0.20	0.20	0.20
Incremental Delay Factor (k)	0.50	0.50	0.50	0.44	0.50	0.50	0.04	0.13		0.04	0.04	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)		6.5	6.5	6.5		6.0		6.0
Green Ratio (g/C)		0.58	0.66	0.72		0.20		0.20
Permitted Saturation Flow Rate (s_p), veh/h/ln		510	331	0		1406		1130
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								
Permitted Effective Green Time (g_p), s		92.4	90.4	0.0		32.7		32.7
Permitted Service Time (g_u), s		87.9	48.8	0.0		30.9		7.8
Permitted Queue Service Time (g_{ps}), s		1.4	48.8			19.3		4.8
Time to First Blockage (g_t), s		0.0	0.0	0.0		0.0		0.0
Queue Service Time Before Blockage (g_{ts}), s								
Protected Right Saturation Flow (s_R), veh/h/ln								
Protected Right Effective Green Time (g_R), s								

Multimodal	EB			WB			NB			SB		
Pedestrian F_w / F_v	1.198	0.000		1.198	0.000		1.557	0.000		1.557	0.000	
Pedestrian F_s / F_{delay}	0.000	0.167		0.000	0.074		0.000	0.157		0.000	0.157	
Pedestrian M_{corner} / M_{cw}												
Bicycle c_b / d_b	198.36	64.92		1434.87	6.39		408.88	50.63		408.88	50.63	
Bicycle F_w / F_v	-3.64	1.31		-3.64	1.18		-3.64	0.74		-3.64	0.10	

HCS7 Signalized Intersection Results Graphical Summary

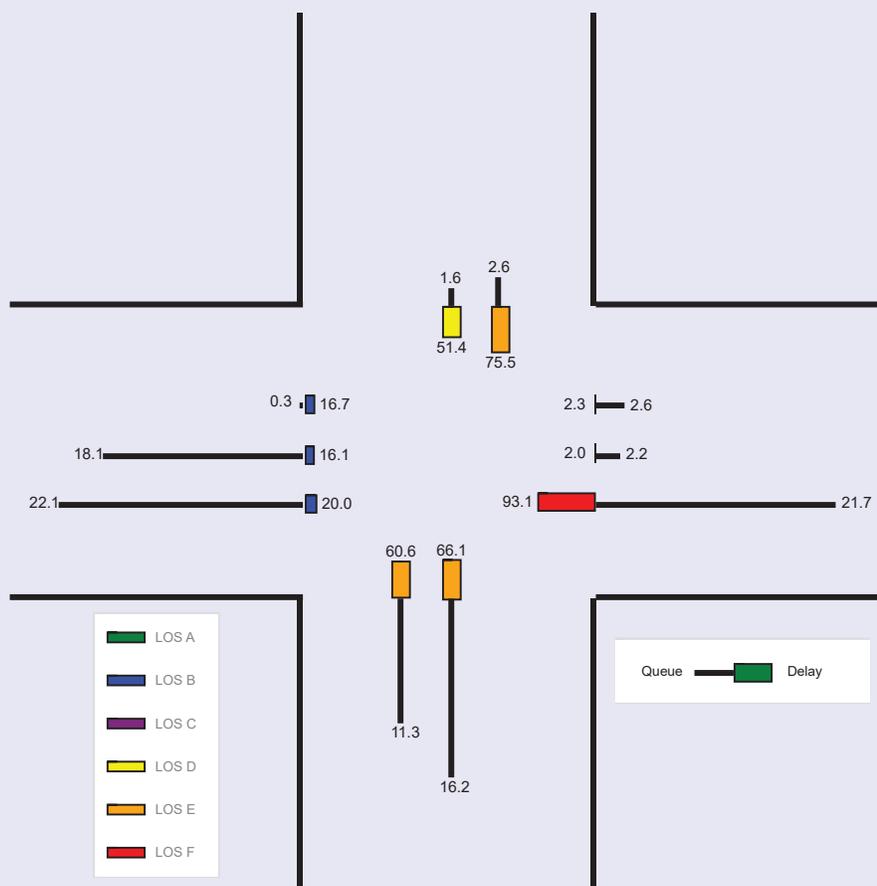
General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	AM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	AM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

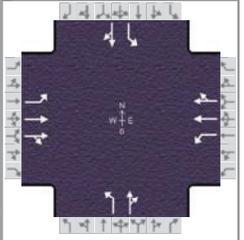
Signal Information				EB				WB				NB				SB			
Cycle, s	160.0	Reference Phase	2	Green	92.4	15.9	32.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	4.5	4.5	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On																

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Back of Queue (Q), ft/ln (95 th percentile)	8	452.7	553.7	541.4	54.4	63.8	282	405.5		64.1	38.9	
Back of Queue (Q), veh/ln (95 th percentile)	0.3	18.1	22.1	21.7	2.2	2.6	11.3	16.2		2.6	1.6	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Control Delay (d), s/veh	16.7	16.1	20.0	93.1	2.0	2.3	60.6	66.1		75.5	51.4	
Level of Service (LOS)	B	B	B	F	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	18.0		B	21.6		C	63.9		E	65.1		E
Intersection Delay, s/veh / LOS	26.1						C					



HCS7 Signalized Intersection Input Data

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	PM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	PM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

Signal Information				EB				WB				NB				SB			
Cycle, s	160.0	Reference Phase	2																
Offset, s	0	Reference Point	End	Green	99.9	7.7	33.3	0.0	0.0	0.0									
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0									
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	0.0	0.0	0.0									

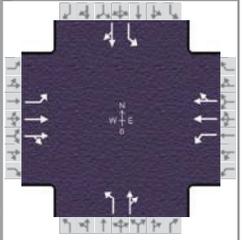
Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23
Initial Queue (Q _b), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s ₀), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N _m), man/h		None			None			None			None	
Heavy Vehicles (P _{HV}), %	0	0		0	0		0	0		0	0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N _b), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)	3	4	3	3	4	3	3	3	3	3	3	3
Upstream Filtering (I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0		0	0		0	0		0	0	
Grade (P _g), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G _{max}) or Phase Split, s		80.0	30.0	110.0		50.0		50.0
Yellow Change Interval (Y), s		4.5	4.5	4.5		4.0		4.0
Red Clearance Interval (R _c), s		2.0	2.0	2.0		2.0		2.0
Minimum Green (G _{min}), s		20	4	20		6		6
Start-Up Lost Time (lt), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s		2.0	2.0	2.0		2.0		2.0
Recall Mode		Min	Off	Min		Off		Off
Dual Entry		Yes	No	Yes		Yes		Yes
Walk (Walk), s		10.0		7.0		7.0		10.0
Pedestrian Clearance Time (PC), s		14.0		16.0		20.0		22.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0	No	25									
Walkway / Crosswalk Width / Length, ft	9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0
Street Width / Island / Curb	0	0	No									
Width Outside / Bike Lane / Shoulder, ft	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0
Pedestrian Signal / Occupied Parking	No	0.50										

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020		Area Type	Other	
Jurisdiction	PBC	Time Period	PM		PHF	0.95	
Urban Street	10th Avenue		Analysis Year	2025		Analysis Period	1 > 7:00
Intersection	10th Ave & Boutwell Rd		File Name	PM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

Signal Information				Phase Diagram									
Cycle, s	160.0	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	No	Simult. Gap E/W	On										
Force Mode	Fixed	Simult. Gap N/S	On										
		Green		99.9	7.7	33.3	0.0	0.0	0.0				
		Yellow		4.5	4.5	4.0	0.0	0.0	0.0				
		Red		2.0	2.0	2.0	0.0	0.0	0.0				

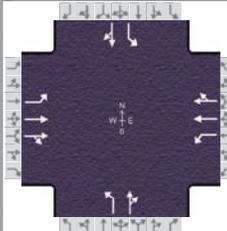
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		8
Case Number		6.4	1.0	4.0		6.0		6.0
Phase Duration, s		106.4	14.2	120.7		39.3		39.3
Change Period, (Y+R _c), s		6.5	6.5	6.5		6.0		6.0
Max Allow Headway (MAH), s		0.0	3.1	0.0		3.3		3.3
Queue Clearance Time (g _s), s			6.6			32.3		27.5
Green Extension Time (g _e), s		0.0	0.8	0.0		1.0		1.1
Phase Call Probability			1.00			1.00		1.00
Max Out Probability			1.00			0.01		0.00

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (v), veh/h	9	766	737	248	834	833	226	233		34	59	
Adjusted Saturation Flow Rate (s), veh/h/ln	302	1900	1800	1810	1900	1894	1365	1625		1166	1769	
Queue Service Time (g _s), s	2.3	23.6	30.8	4.6	8.2	9.0	26.0	21.2		4.4	4.4	
Cycle Queue Clearance Time (g _c), s	11.8	23.6	30.8	4.6	8.2	9.0	30.3	21.2		25.5	4.4	
Green Ratio (g/C)	0.62	0.62	0.62	0.66	0.71	0.71	0.21	0.21		0.21	0.21	
Capacity (c), veh/h	215	1184	1121	281	1356	1351	293	338		134	368	
Volume-to-Capacity Ratio (X)	0.044	0.647	0.657	0.884	0.615	0.616	0.773	0.687		0.251	0.160	
Back of Queue (Q), ft/ln (95 th percentile)	8.2	271.2	401.2	438.7	101.7	108.4	361.5	342.9		59.8	88.3	
Back of Queue (Q), veh/ln (95 th percentile)	0.3	10.8	16.0	17.5	4.1	4.3	14.5	13.7		2.4	3.5	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Uniform Delay (d ₁), s/veh	15.7	7.1	10.6	53.4	1.3	1.5	64.3	58.5		70.3	51.9	
Incremental Delay (d ₂), s/veh	0.4	2.7	3.0	25.3	2.1	2.1	4.9	1.4		0.4	0.1	
Initial Queue Delay (d ₃), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay (d), s/veh	16.1	9.8	13.7	78.7	3.4	3.6	69.2	59.9		70.6	51.9	
Level of Service (LOS)	B	A	B	E	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	11.7		B	13.2		B	64.5		E	58.7		E
Intersection Delay, s/veh / LOS	19.6						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.97	B	1.87	B	2.31	B	2.31	B
Bicycle LOS Score / LOS	1.73	B	2.07	B	1.24	A	0.64	A

HCS7 Signalized Intersection Intermediate Values

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	PM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd	File Name	PM_2025_10th Ave and Boutwell.xus				
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand (v), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

Signal Information													
Cycle, s	160.0	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	No	Simult. Gap E/W	On	Green	99.9	7.7	33.3	0.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0			
				Red	2.0	2.0	2.0	0.0	0.0	0.0			

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor (f_w)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles and Grade Factor (f_{HVg})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Parking Activity Adjustment Factor (f_p)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor (f_{bb})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor (f_a)	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Lane Utilization Adjustment Factor (f_{LU})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor (f_{LT})	0.159	0.000		0.952	0.000		0.719	0.000		0.614	0.000	
Right-Turn Adjustment Factor (f_{RT})		0.947	0.947		0.997	0.997		0.855	0.855		0.931	0.931
Left-Turn Pedestrian Adjustment Factor (f_{LPB})	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor (f_{RPB})			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor (f_{wz})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
DDI Factor (f_{DDI})	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Movement Saturation Flow Rate (s), veh/h	302	3141	558	1810	3758	36	1365	96	1529	1166	1043	727
Proportion of Vehicles Arriving on Green (P)	0.62	0.83	0.62	0.05	0.95	0.71	0.21	0.21	0.21	0.21	0.21	0.21
Incremental Delay Factor (k)	0.50	0.50	0.50	0.38	0.50	0.50	0.12	0.06		0.04	0.04	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time (t_L)		6.5	6.5	6.5		6.0		6.0
Green Ratio (g/C)		0.62	0.66	0.71		0.21		0.21
Permitted Saturation Flow Rate (s_p), veh/h/ln		302	355	0		1365		1166
Shared Saturation Flow Rate (s_{sh}), veh/h/ln								
Permitted Effective Green Time (g_p), s		99.7	97.7	0.0		33.3		33.3
Permitted Service Time (g_u), s		90.1	65.7	0.0		29.0		12.2
Permitted Queue Service Time (g_{ps}), s		2.3	65.7			26.0		4.4
Time to First Blockage (g_t), s		0.0	0.0	0.0		0.0		0.0
Queue Service Time Before Blockage (g_{ts}), s								
Protected Right Saturation Flow (s_R), veh/h/ln								
Protected Right Effective Green Time (g_R), s								

Multimodal	EB			WB			NB			SB		
Pedestrian F_w / F_v	1.198	0.000		1.198	0.000		1.557	0.000		1.557	0.000	
Pedestrian F_s / F_{delay}	0.000	0.172		0.000	0.075		0.000	0.157		0.000	0.157	
Pedestrian M_{corner} / M_{cw}												
Bicycle c_b / d_b	96.67	72.45		1427.29	6.56		416.46	50.15		416.46	50.15	
Bicycle F_w / F_v	-3.64	1.25		-3.64	1.58		-3.64	0.76		-3.64	0.15	

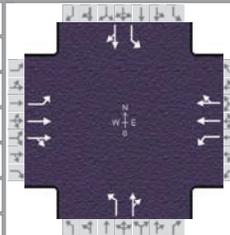
HCS7 Signalized Intersection Results Graphical Summary

General Information

Agency	PBC
Analyst	JFO
Jurisdiction	PBC
Urban Street	10th Avenue
Intersection	10th Ave & Boutwell Rd
Project Description	Golden Road Apartments

Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.95
Analysis Period	1 > 7:00
File Name	PM_2025_10th Ave and Boutwell.xus



Demand Information

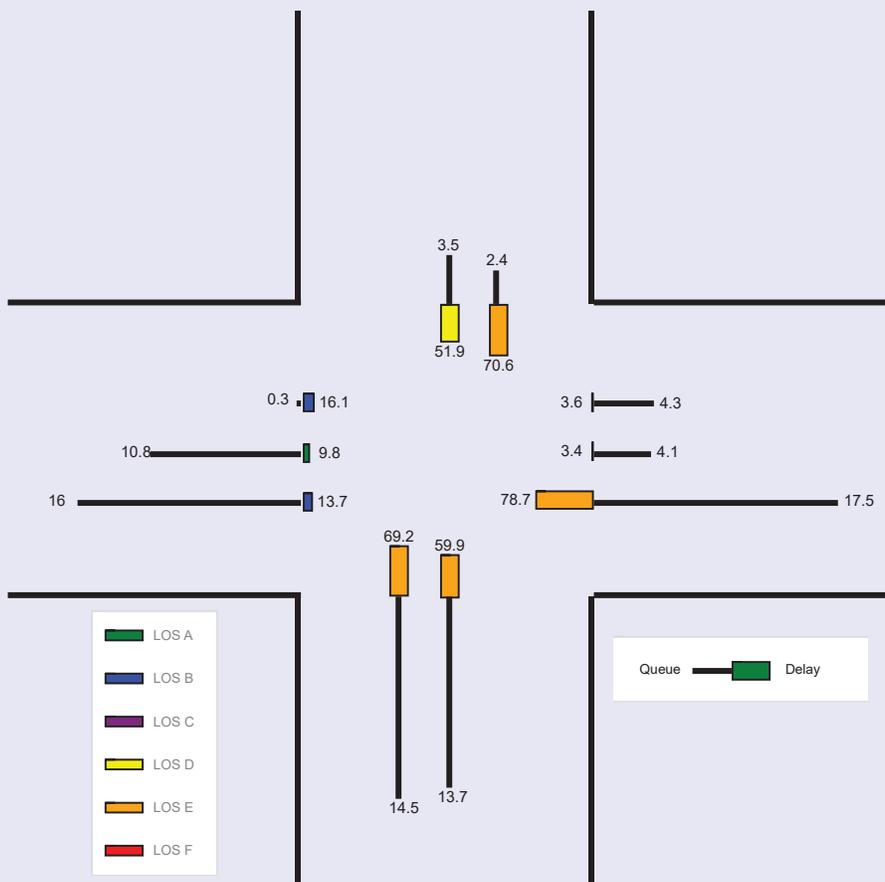
Approach Movement	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

Signal Information

Cycle, s	160.0	Reference Phase	2	[Diagram: EB, WB, NB, SB]				[Diagram: Signal Phases 1-8]					
Offset, s	0	Reference Point	End	Green	99.9	7.7	33.3	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		

Movement Group Results

Approach Movement	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue (Q), ft/ln (95 th percentile)	8.2	271.2	401.2	438.7	101.7	108.4	361.5	342.9		59.8	88.3	
Back of Queue (Q), veh/ln (95 th percentile)	0.3	10.8	16.0	17.5	4.1	4.3	14.5	13.7		2.4	3.5	
Queue Storage Ratio (RQ) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Control Delay (d), s/veh	16.1	9.8	13.7	78.7	3.4	3.6	69.2	59.9		70.6	51.9	
Level of Service (LOS)	B	A	B	E	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	11.7	B		13.2	B		64.5	E		58.7	E	
Intersection Delay, s/veh / LOS	19.6						B					





PBC Traffic Division - Hand Turning Movement Counts

Signalized Intersection Turning Movement Counts: Jan 2015 - Mar 12, 2020

SIGNAL ID	E-W STREET	N-S STREET	DATE	TIME	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	TOTAL
35860	10th Ave N	A St	7/23/2018	7:15 AM	0	117	27	10	0	2	28	224	0	89	679	106	0	10	860	7	2159
35860	10th Ave N	A St	7/23/2018	12:00 PM	0	132	32	13	0	5	23	94	0	74	735	71	0	19	752	7	1957
35860	10th Ave N	A St	7/24/2018	4:30 PM	0	121	106	9	0	13	43	141	0	110	1302	85	0	28	797	19	2774
35860	10th Ave N	A St	12/14/2015	7:30 AM	0	154	29	15	0	5	24	246	0	101	742	146	0	18	999	9	2488
35860	10th Ave N	A St	12/14/2015	12:30 PM	0	81	23	16	0	11	27	107	0	100	737	64	0	12	770	11	1959
35860	10th Ave N	A St	12/14/2015	4:45 PM	0	155	40	25	0	6	36	162	1	181	1068	173	0	23	885	16	2771
35840	10th Ave N	Barnett Dr	7/25/2018	7:15 AM	0	83	12	247	0	40	12	33	0	21	960	92	2	310	1007	117	2936
35840	10th Ave N	Barnett Dr	7/25/2018	12:00 PM	0	122	8	206	0	48	1	29	0	23	944	137	3	198	1082	55	2856
35840	10th Ave N	Barnett Dr	7/25/2018	4:30 PM	0	153	7	327	0	125	19	54	0	24	1004	123	1	242	1347	39	3465
35840	10th Ave N	Barnett Dr	10/1/2015	7:45 AM	0	19	20	142	0	152	5	45	0	37	1140	53	0	158	1248	199	3218
35840	10th Ave N	Barnett Dr	10/1/2015	3:15 PM	0	47	15	109	0	225	13	75	0	43	1070	39	0	125	1401	115	3277
35830	10th Ave N	Boutwell Rd	11/16/2017	7:15 AM	0	135	12	197	0	29	9	13	0	8	1052	166	1	252	873	20	2767
35830	10th Ave N	Boutwell Rd	11/16/2017	12:00 PM	0	161	2	142	0	18	4	9	0	16	860	139	0	142	1022	13	2528
35830	10th Ave N	Boutwell Rd	11/16/2017	4:45 PM	0	166	11	163	0	28	29	20	0	8	834	188	0	206	1272	13	2938
35830	10th Ave N	Boutwell Rd	2/2/2015	7:30 AM	0	91	5	209	0	28	7	10	0	17	1302	133	0	179	979	17	2977
35830	10th Ave N	Boutwell Rd	2/2/2015	4:45 PM	0	153	9	171	0	38	19	21	0	14	1183	181	0	202	1416	22	3429
35810	10th Ave N	Congress Ave	11/29/2017	7:15 AM	3	138	1020	324	4	204	1130	119	14	440	641	294	1	393	390	245	5360
35810	10th Ave N	Congress Ave	11/29/2017	12:00 PM	23	202	852	364	15	248	806	108	5	241	602	209	9	460	595	244	4983
35810	10th Ave N	Congress Ave	11/29/2017	4:30 PM	18	258	1065	354	9	252	1115	251	30	243	620	226	3	446	913	318	6121
35810	10th Ave N	Congress Ave	3/25/2015	7:30 AM	7	107	744	288	1	269	1043	81	7	207	751	273	2	385	514	222	4901
35810	10th Ave N	Congress Ave	12/17/2015	7:30 AM	13	129	865	293	8	294	1124	103	8	249	790	202	8	474	618	258	5436
35810	10th Ave N	Congress Ave	12/17/2015	12:30 PM	26	148	704	220	17	274	834	132	4	181	748	194	10	473	693	210	4868
35810	10th Ave N	Congress Ave	3/25/2015	4:45 PM	13	228	971	422	13	231	1045	201	32	208	558	220	17	373	789	315	5636
35810	10th Ave N	Congress Ave	12/17/2015	4:45 PM	23	272	966	372	7	241	970	207	20	240	683	208	9	473	916	244	5851
35800	10th Ave N	Davis Rd	12/3/2018	7:30 AM	0	73	122	118	0	120	95	68	0	130	1015	62	0	43	602	65	2513
35800	10th Ave N	Davis Rd	12/3/2018	12:00 PM	0	30	26	49	0	67	20	29	0	74	802	19	0	51	885	37	2089
35800	10th Ave N	Davis Rd	12/3/2018	5:00 PM	2	75	78	79	0	69	64	67	0	66	1060	85	0	110	1306	94	3155
35800	10th Ave N	Davis Rd	5/17/2016	7:30 AM	0	67	112	120	0	74	92	110	0	84	1038	52	0	59	658	27	2493
35800	10th Ave N	Davis Rd	5/17/2016	12:00 PM	0	44	21	71	0	42	19	36	0	22	803	51	0	68	806	46	2029
35800	10th Ave N	Davis Rd	5/17/2016	5:00 PM	0	101	52	90	0	47	37	62	0	51	808	101	0	112	1162	66	2689
35835	10th Ave N	Detroit St	8/28/2017	7:30 AM	0	21	2	58	0	20	0	10	0	67	1405	9	0	56	1022	29	2699

Input Data

ROAD NAME: Boutwell Rd STATION: 4676
 CURRENT YEAR: 2019 FROM: Midpoint
 ANALYSIS YEAR: 2025 TO: 10th Ave N
 GROWTH RATE: 0% COUNT DATE: 2/4/2019
 PSF: 1

Report Created
 11/14/2020

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	756	517	323	775	292	502
Peak Volume	756	517	323	775	292	502
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	756	517	323	775	292	502

Committed Developments							Type	% Complete
Lake Worth Corners	29	6	23	63	36	27	Res	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	29	16	13	8	4	4	NR	77.20%
Mid-County Center	1	0	1	1	1	0	NR	49%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	2	1	1	2	1	1	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
The Villages II at Lake Osborne	3	2	1	3	1	2	Res	70%
Village of Valor East	19	15	4	22	8	14	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	9	8	2	10	3	7	Res	0%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Akal Property	13	9	5	16	6	9	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	2	1	1	7	4	4	NR	75%
Total Committed Developments	107	58	51	133	65	68		
Total Committed Residential	73	40	35	114	54	59		
Total Committed Non-Residential	34	18	16	19	11	9		
Double Count Reduction	7	4	3	4	2	2		
Total Discounted Committed Developments	100	54	48	129	63	66		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	147	86	68	177	81	97		
Growth Volume Used	147	86	68	177	81	97		
Total Volume	903	603	391	952	373	599		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

Input Data

ROAD NAME: 10th Ave N STATION: 4203
 CURRENT YEAR: 2019 FROM: Boutwell Rd
 ANALYSIS YEAR: 2025 TO: Midpoint
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019
 PSF: 1

Report Created
 11/14/2020

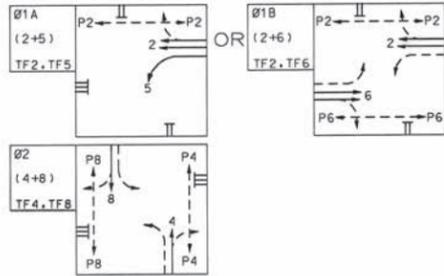
Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	29	16	13	8	4	4	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	16	13	3	19	7	12	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	8	1	7	8	6	3	Res	0%
Akal Property	67	44	23	79	32	47	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	14	7	8	45	23	22	NR	75%
Total Committed Developments	199	106	94	343	168	176		
Total Committed Residential	111	62	49	148	69	80		
Total Committed Non-Residential	88	44	45	195	99	96		
Double Count Reduction	18	9	9	37	17	19		
Total Discounted Committed Developments	181	97	85	306	151	157		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	366	199	171	501	249	254		
Growth Volume Used	366	199	171	501	249	254		
Total Volume	3371	1860	1575	3672	1842	1832		

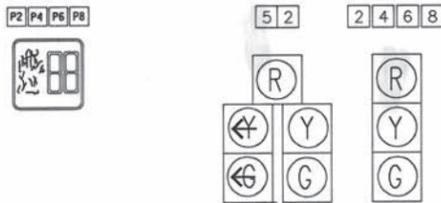
Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	YES	YES	YES	NO	YES	YES

ASSOCIATED PHASE MOVEMENTS

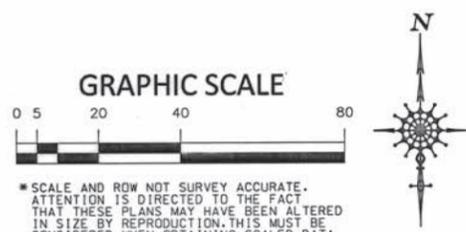
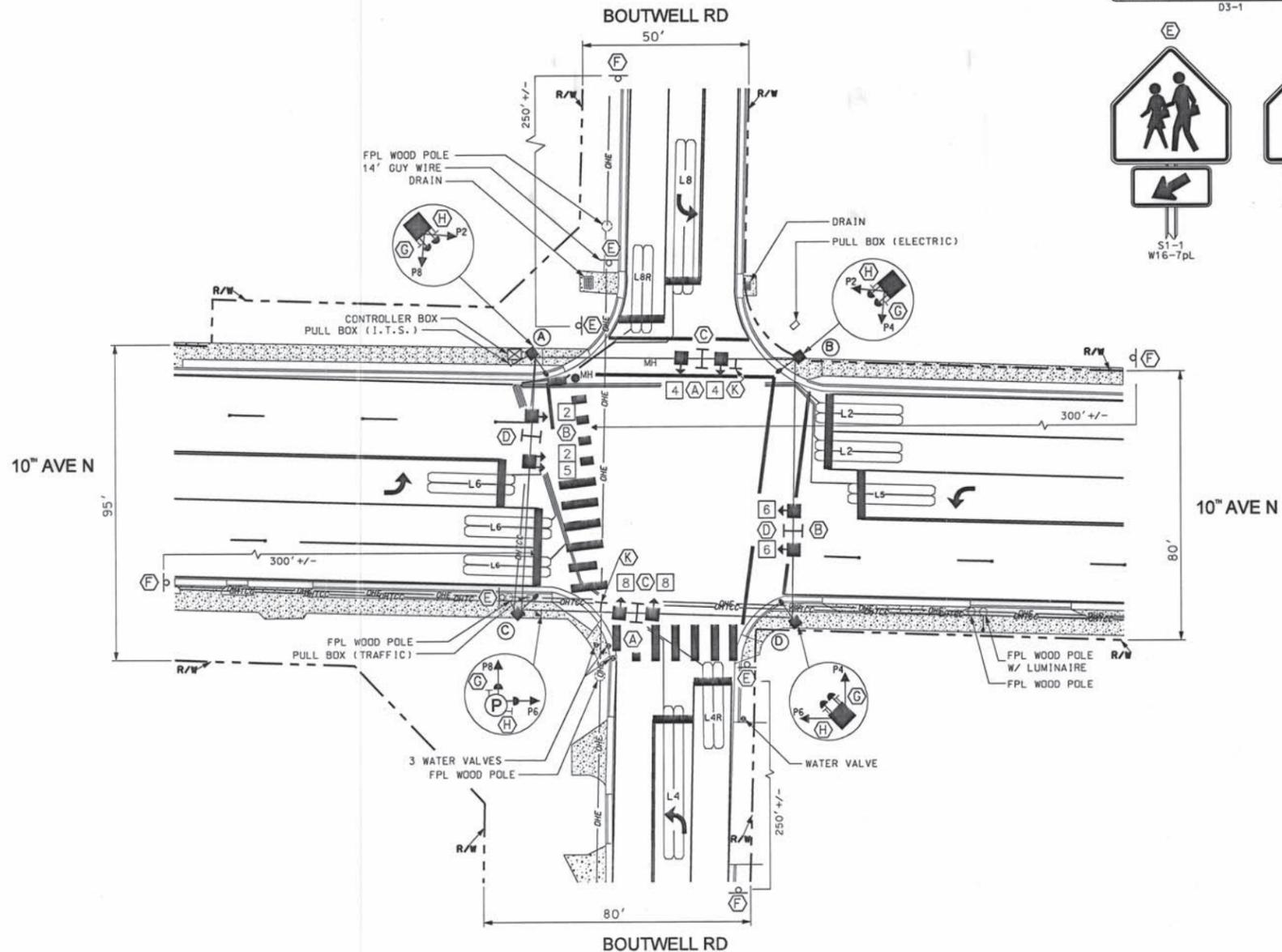
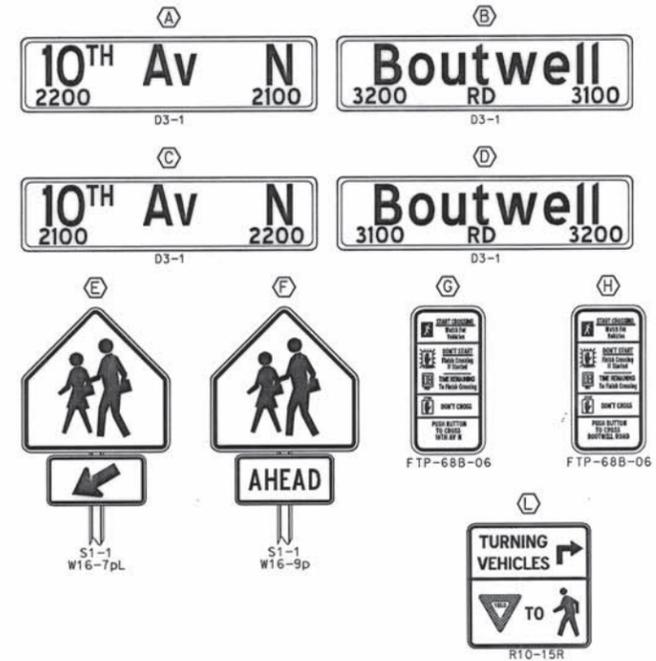


- NOTES: 1. LUMINAIRE LOCATIONS: NE, NW, SE, SW (PBC)
2. FLASHING OPERATION: YELLOW --- 2 AND 6 RED ----- 4 AND 8
3. SPEED LIMITS: 10TH AV N - 40 MPH BOUTWELL RD - 35 MPH

DETAIL OF SIGNAL HEADS



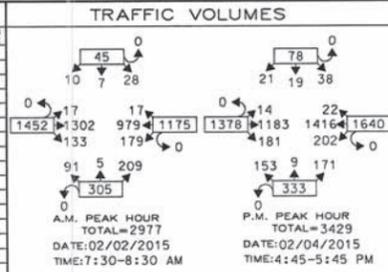
DETAIL OF SIGNS



** EXISTING PBC POLES

POLE I.D.	UPPER TIE-INTO TOP OF POLE	LOWER TIE-INTO TOP OF POLE	SPAN	POLE LENGTH	UPPER TIE-INTO GROUND LEVEL	LOWER TIE-INTO GROUND LEVEL	LOWER TIE-INTO CROWN LEVEL	TYPE	CLASS	ROAD CROWN TO GROUND LEVEL	DEPTH BELOW GROUND
** (A)	N/A	N/A	78'	38'	28'	22'	N/A	CONC.	V	N/A	N/A
** (B)	N/A	N/A	78'	38'	28'	22'	N/A	CONC.	V	N/A	N/A
** (C)	N/A	N/A	82'	38'	28'	22'	N/A	CONC.	V	N/A	N/A
** (D)	N/A	N/A	82'	38'	28'	22'	N/A	CONC.	V	N/A	N/A

DETECTOR UNIT NO.	DETECTOR OPERATION	CONNECTED TO LOOP	CONNECTED TO TIMING FUNCTION
1	NORMAL	L2	TF2
2	NORMAL	L2	TF2
3	NORMAL	L4	TF4
4	DELAY/NORMAL	L4R	TF4
5	NORMAL	L5	TF5
6	NORMAL	L6	TF6
7	NORMAL	L6	TF6
8	DELAY/NORMAL	L6	TF6
9	NORMAL	L8	TF8
10	DELAY/NORMAL	L8R	TF8



NO.	DATE	REVISIONS	BY	APP.	NO.	DATE	REVISIONS	BY	APP.
1.	10/25/17	REDRAWN FROM HAND DRAWN PLAN "AS-BUILT". UPDATED PEDESTRIAN SIGNAL HEADS 2, 4, AND 6 TO COUNTDOWN TYPE. UPDATED ALL PEDESTRIAN SIGNS TO COUNTDOWN TYPE. UPDATED SIGNS "K" TO SIGNS "L". UPDATED TRAFFIC VOLUMES.	JH						
2.	1/17/18	UPDATED PLAN PER "AS-BUILT".	JH						

PALM BEACH COUNTY, FLORIDA
TRAFFIC DIVISION
 SIGNALIZATION PLAN
10TH AVENUE NORTH AND BOUTWELL ROAD

REPLLOT SIGNATURE: CHRISTOPHER R. MORA
 NAME: CHRISTOPHER R. MORA
 DATE: 10/25/2017
 SCALE: 1" = 20'
 DRAWN BY: JH
 CHECKED BY: R-T-S
 DRAWING NUMBER: 43-44-20
 CONTRACT NO.: TS - 35830

Palm Beach County

Signal Timing Sheet

9/4/2020

35830 : 3010 - 10th Av N and Boutwell Rd (Standard File)

Phase [1.1.1]

	1	2 (WT)	3	4 (NT)	5 (WL)	6 (ET)	7	8 (ST)	9	10	11	12	13	14	15	16
Walk	0	7	0	7	0	10	0	10	0	0	0	0	0	0	0	0
Ped Clearance	0	16	0	20	0	14	0	22	0	0	0	0	0	0	0	0
Min Green	0	20	0	6	4	20	0	6	0	0	0	0	0	0	0	0
Passage	0	4	0	2	2	4	0	2	0	0	0	0	0	0	0	0
Max1	0	55	0	30	15	55	0	30	0	0	0	0	0	0	0	0
Max2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Yellow	0	4.5	0	4	4.5	4.5	0	4	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red	0	2	0	2	2	2	0	2	0	0	0	0	0	0	0	0

Phase Option [1.1.2]

	1	2 (WT)	3	4 (NT)	5 (WL)	6 (ET)	7	8 (ST)	9	10	11	12	13	14	15	16
Enable		ON		ON	ON	ON		ON								
Auto Entry				ON				ON								
Auto Exit		ON				ON										
Non Act1																
Non Act2																
Lock Call		ON				ON										
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Dual Entry		ON		ON		ON		ON								
Sim Gap Enable																
Rest In Walk																

Detector, Vehicle Parameters 1-16 [5.1]

	1	2 (WT1)	3	4 (NT1)	5 (WL1)	6 (ET1)	7	8 (ST1)	9	10	11	12	13	14	15	16
Call Phase	2	2	4	4	5	6	6	6	8	8	0	0	0	0	0	0
Switch Phase	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 17-32 [5.1]

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Call Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 33-48 [5.1]

	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Call Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 49-64 [5.1]

	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Call Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Approved By: Ron Tibbetts

Date: _____

Palm Beach County

System Timing Sheet

9/4/2020

35830 : 3010 - 10th Av N and Boutwell Rd (Standard File)

TB Coor, Day Plan [4.4]

Day Plan Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		6	9	15	19	23										
Minute			30													
Action	100	2	1	3	4	100										

Day Plan Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		7	9	21	23											
Minute																
Action	100	4	1	4	100											

Day Plan Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		7	9	21	23											
Minute																
Action	100	4	1	4	100											

Coordination, Pattern 1-16 [2.1]/Coordination, Alt Tables+[2.6]

Pattern	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Cycle Time	140	160	160	120	140											
Offset Time	124	48	10	5	122											
Split Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Seq Number	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Ph Opt Alt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ph Time Alt	1	2	3	4	0	0	0	0	0	0	0	0	0	0	0	0

Coordination, Splits [2.7.1]

Split Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		95		45	24	71		45								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		110		50	25	85		50								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		110		50	30	80		50								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		80		40	22	58		40								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		102		38	20	82		38								
Mode	NON	MAX	NON	MAX	NON	MAX	NON									
Coord-Ph		ON														

Split Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Approved By: Ron Tibbetts

Date: _____

Palm Beach County

Preempt & Overlap Timing Sheet

9/4/2020

35830 : 3010 - 10th Av N and Boutwell Rd (Standard File)

Preemption Times[3.1]/Phases[3.2]/Options[3.3]

Channel	1	2	3	4	5	6
Lock Input			ON	ON	ON	ON
Override Flash						
Override Higher						
Flash Dwell						
Link						
Delay						
Min Duration						
Min Green			5	5	5	5
Min Walk			4	4	4	4
Ped Clear			21	21	21	21
Track Green						
Min Dwell			10	10	10	10
Max Presence			120	120	120	120
Track R1						
Track R2						
Track R3						
Track R4						
Dwell P1			2	2	4	4
Dwell P2			6	6	8	8
Dwell P3						
Dwell P4						
Dwell P5						
Dwell P6						
Dwell P7						
Dwell P8						
Dwell P9						
Dwell P10						
Dwell P11						
Dwell P12						
Dwell Ped1						
Dwell Ped2						
Dwell Ped3						
Dwell Ped4						
Dwell Ped5						
Dwell Ped6						
Dwell Ped7						
Dwell Ped8						
Exit R1			2	2	2	2
Exit R2			6	6	6	6
Exit R3						
Exit R4						

Preemption Times+[3.4]/Overlaps+[3.5]/Options+[3.6]

Preempt	1	2	3	4	5	6
Enable			ON	ON	ON	ON
Type	EMERG	EMERG	EMERG	EMERG	EMERG	EMERG
Skip Track						
Volt Mon Flash						
Coord in Preempt						
Max2						
Return Max/Min	MAX	MAX	MAX	MAX	MAX	MAX
Extend Dwell						
Pattern						
Output Mode	TS2	TS2	TS2	TS2	TS2	TS2
Track Over 1						
Track Over 2						
Track Over 3						
Track Over 4						
Track Over 5						
Track Over 6						
Track Over 7						
Track Over 8						
Track Over 9						
Track Over 10						
Track Over 11						
Track Over 12						
Dwell Over 1						
Dwell Over 2						
Dwell Over 3						
Dwell Over 4						
Dwell Over 5						
Dwell Over 6						
Dwell Over 7						
Dwell Over 8						
Dwell Over 9						
Dwell Over 10						
Dwell Over 11						
Dwell Over 12						
Ped Clear						
Yellow						
Red						
Return Min/Max						
Delay Inh						
Exit Time						
All Red B4						

Overlap Program Parameters [1.5.2.1]

Overlap	Included Phases								Modifier Phases								Type	Green	Yellow	Red	
Overlap 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5

Approved By: Ron Tibbetts

Date: _____

Palm Beach County

Alternate Timing Sheet

9/4/2020

35830 : 3010 - 10th Av N and Boutwell Rd (Standard File)

Alternate Phase Program 1, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	11	4	2	4	0
5	0	0	4	2	25	8	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	11	4	2	8	0

Alternate Phase Program 2, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	15	4	2	4	0
5	0	0	4	2	25	10	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	15	4	2	8	0

Alternate Phase Program 3, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	17	4	2	4	0
5	0	0	4	2	25	10	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	17	4	2	8	0

Alternate Phase Program 4, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	10	4	2	4	0
5	0	0	4	2	25	8	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	10	4	2	8	0

Alternate Phase Program 5, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0

TB Coor, Day Plan [4.4]

Day Plan Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Approved By: Ron Tibbetts

Date: _____

Palm Beach County

Special System Timing Sheet

9/4/2020

35830 : 3010 - 10th Av N and Boutwell Rd (Standard File)

Coordination, Splits [2.7.1]

Split Table 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	MAX	NON													
Coord-Ph		ON														

Split Table 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																

Mode	NON																
Coord-Ph		ON															

Split Table 9

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

Split Table 10

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

Split Table 11

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

Split Table 12

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

Split Table 13

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time	36	62	30	22	20	78	30	22								
Mode	NON	MAX	NON	NON	MAX	MAX	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

Split Table 14

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

Split Table 15

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

Split Table 16

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

Approved By: Ron Tibbetts

Date: _____

Intersection Volume Development



Project Driveway & 10th Ave Golden Road Apartments

Input Data

GR	=	1.71%
Peak Season	=	1.00
Traffic Count Year	=	2020
Buildout Year	=	2025
Years	=	5

AM Peak Hour		PM Peak Hour		235 Apartments
In	Out	In	Out	
22	63	63	40	

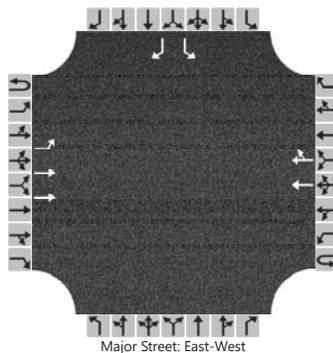
AM Peak Hour												
AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume February 24, 2020	-	1,762	-	-	1,393	-	-	-	-	-	-	-
Peak Season Volume	-	1,762	-	-	1,393	-	-	-	-	-	-	-
2025 Historic Growth	-	1,918	-	-	1,516	-	-	-	-	-	-	-
Major Project Traffic	-	129	-	-	152	-	-	-	-	-	-	-
Major Project Traffic + 1% growth	-	1,981	-	-	1,616	-	-	-	-	-	-	-
% Project Traffic	40%	-	-	-	-	60%	-	-	-	60%	-	40%
Project Traffic Direction	IN	-	-	-	-	IN	-	-	-	OUT	-	OUT
Project Traffic	9	-	-	-	-	13	-	-	-	38	-	25
2025 Total Traffic	9	1,981	-	-	1,616	13	-	-	-	38	-	25

PM Peak Hour												
PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume February 24, 2020	-	1,625	-	-	1,577	-	-	-	-	-	-	-
Peak Season Volume	-	1,625	-	-	1,577	-	-	-	-	-	-	-
2025 Historic Growth	-	1,769	-	-	1,717	-	-	-	-	-	-	-
Major Project Traffic	-	285	-	-	263	-	-	-	-	-	-	-
Major Project Traffic + 1% growth	-	1,993	-	-	1,920	-	-	-	-	-	-	-
% Project Traffic	40%	-	-	-	-	60%	-	-	-	60%	-	40%
Project Traffic Direction	IN	-	-	-	-	IN	-	-	-	OUT	-	OUT
Project Traffic	25	-	-	-	-	38	--	-	-	24	-	16
2025 Total Traffic	25	1,993	-	-	1,920	38	--	-	-	24	-	16

HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	JF			Intersection	10th Ave & Driveway		
Agency/Co.	JFO			Jurisdiction	Palm Beach County		
Date Performed	11/17/2020			East/West Street	10th Avenue		
Analysis Year	2025			North/South Street	Project Driveway		
Time Analyzed	AM			Peak Hour Factor	0.95		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Golden Road Apartments						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		1	0	1
Configuration		L	T				T	TR						L		R
Volume (veh/h)	0	9	1981				1616	13						38		25
Percent Heavy Vehicles (%)	0	2												2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized													No			
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.5		6.9
Critical Headway (sec)		4.14												6.84		6.94
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

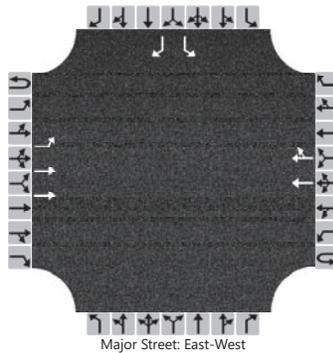
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		9												40		26
Capacity, c (veh/h)		366												88		300
v/c Ratio		0.03												0.45		0.09
95% Queue Length, Q ₉₅ (veh)		0.1												1.9		0.3
Control Delay (s/veh)		15.1												76.0		18.1
Level of Service (LOS)		C												F		C
Approach Delay (s/veh)	0.1								53.0							
Approach LOS									F							

HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	JF			Intersection	10th Ave & Driveway		
Agency/Co.	JFO			Jurisdiction	Palm Beach County		
Date Performed	11/17/2020			East/West Street	10th Avenue		
Analysis Year	2025			North/South Street	Project Driveway		
Time Analyzed	PM			Peak Hour Factor	0.95		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Golden Road Apartments						

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		1	0	1
Configuration		L	T				T	TR						L		R
Volume (veh/h)	0	25	1993				1920	38						24		16
Percent Heavy Vehicles (%)	0	2												2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized													No			
Median Type Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.5		6.9
Critical Headway (sec)		4.14												6.84		6.94
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		26												25		17
Capacity, c (veh/h)		268												61		230
v/c Ratio		0.10												0.41		0.07
95% Queue Length, Q ₉₅ (veh)		0.3												1.6		0.2
Control Delay (s/veh)		19.9												100.1		21.9
Level of Service (LOS)		C												F		C
Approach Delay (s/veh)	0.2								68.8							
Approach LOS									F							



Palm Beach County Historic Peak Season Traffic Counts (2015-2020)

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
4677	2ND AVE	Lake Worth Rd	Congress Ave	2	880	6036	6685	5967	5843	6189	6404	2/12/2020	3.36%	2.38%	491	336	165	627	235	421
4679	2ND AVE	Congress Ave	Boutwell Rd	2	880	4805	4977	5266	6190	6655	6900	2/12/2020	3.55%	9.43%	522	326	197	675	320	391
4631	6TH AVE S	Congress Ave	Sunset Ave	4D	1960	28494	30973	30485	31942	32716	34067	2/5/2020	3.97%	3.77%	2535	1550	1099	2532	1211	1366
4307	6TH AVE S	I-95	SR 805 (Dixie Hwy)	4D	1770	29872	30013	31163	31912	34706	33033	3/2/2020	-5.06%	1.96%	2423	967	1505	2725	1604	1143
4643	10TH AVE N	Jog Rd	Haverhill Rd	4D	1960	14577	15233	16418			16844	3/9/2020		0.86%	1160	503	660	1428	739	701
4601	10TH AVE N	Haverhill Rd	Military Tr	5	1770	21786	23192	21662		23463	23186	2/24/2020	-1.19%	2.29%	1872	1073	871	1789	901	903
4603	10TH AVE N	Military Tr	Kirk Rd	5	1960	26370	27508	27357	27526	27686	27868	2/24/2020	0.65%	0.62%	1902	1120	790	2143	1013	1155
4653	10TH AVE N	Kirk Rd	Congress Ave	5	1960	31960	32520	32274	31629	32877	32836	2/24/2020	-0.12%	0.58%	2106	1382	896	2550	1139	1415
4203	10TH AVE N	Congress Ave	I-95	5	1770	45255	46089			45262	44371	2/24/2020	-2.01%		3048	1762	1393	3202	1625	1577
5603	23RD AVE SW	Congress Ave	I-95	2	880	13739	14470	15725	15867	15051	15354	3/2/2020	1.97%	-0.79%	1410	789	621	1323	649	711
5305	23RD AVE SW	I-95	Seacrest Blvd	2	880	12932	13703	14291			14109	3/2/2020		-0.43%	1173	645	531	1244	637	612
5811	23RD AVE SW	Seacrest Blvd	US-1	2	810	8857	9033	9397	9788	9272	9075	1/13/2020	-2.17%	-1.16%	655	336	329	799	409	403
5621	23RD AVE SW (GOLF RD)	Military Tr	E Country Rd	2	1140	12929	12698	13570	13777	13033	13412	3/2/2020	2.83%	-0.39%	1172	682	490	1141	497	645
5617	23RD AVE SW (GOLF RD)	E Country Rd	Congress Ave	2	1140	13457	14308	14534		15290	15522	3/2/2020	1.49%	2.22%	1311	783	545	1301	596	705
1809	A1A	Jupiter Inlet Colony	US 1	2	880	7322	7802		7957	7860										

A B C D E F G H I

Input Data

ROAD NAME: 10th Ave N STATION: 4203 Report Created
 CURRENT YEAR: 2019 FROM: Midpoint 11/14/2020
 ANALYSIS YEAR: 2025 TO: Boutwell Rd
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019
 PSF: 1

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
ADOPT A FAMILY	0	0	0	0	0	0	NR	100%
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	10	2	8	21	12	9	Res	0%
Lake Worth Middle School	27	15	12	8	4	4	NR	77.20%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	10	11	99	51	48	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	22	11	11	20	10	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	1	3	4	2	1	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
WAWA - SEC 10th and Military Trail	17	8	9	14	7	7	NR	0%
Akal Property	53	18	35	63	38	25	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Waterside Plaza	16	8	9	52	26	26	NR	75%
RaceTrac Market	121	59	63	262	134	128	NR	25%
Total Committed Developments	296	135	164	571	298	272		
Total Committed Residential	68	22	46	90	53	36		
Total Committed Non-Residential	228	113	118	481	245	236		
Double Count Reduction	17	6	12	23	13	9		
Total Discounted Committed Developments	279	129	152	548	285	263		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	464	231	238	743	383	360		
Growth Volume Used	464	231	238	743	383	360		
Total Volume	3469	1892	1642	3914	1976	1938		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

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Exhibit 5: PBC Counts

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Palm Beach County Historic Peak Season Traffic Counts (2015-2020)

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
4677	2ND AVE	Lake Worth Rd	Congress Ave	2	880	6036	6685	5967	5843	6189	6404	2/12/2020	3.36%	2.38%	491	336	165	627	235	421
4679	2ND AVE	Congress Ave	Boutwell Rd	2	880	4805	4977	5266	6190	6655	6900	2/12/2020	3.55%	9.43%	522	326	197	675	320	391
4631	6TH AVE S	Congress Ave	Sunset Ave	4D	1960	28494	30973	30485	31942	32716	34067	2/5/2020	3.97%	3.77%	2535	1550	1099	2532	1211	1366
4307	6TH AVE S	I-95	SR 805 (Dixie Hwy)	4D	1770	29872	30013	31163	31912	34706	33033	3/2/2020	-5.06%	1.96%	2423	967	1505	2725	1604	1143
4643	10TH AVE N	Jog Rd	Haverhill Rd	4D	1960	14577	15233	16418			16844	3/9/2020		0.86%	1160	503	660	1428	739	701
4601	10TH AVE N	Haverhill Rd	Military Tr	5	1770	21786	23192	21662		23463	23186	2/24/2020	-1.19%	2.29%	1872	1073	871	1789	901	903
4603	10TH AVE N	Military Tr	Kirk Rd	5	1960	26370	27508	27357	27526	27686	27868	2/24/2020	0.65%	0.62%	1902	1120	790	2143	1013	1155
4653	10TH AVE N	Kirk Rd	Congress Ave	5	1960	31960	32520	32274	31629	32877	32836	2/24/2020	-0.12%	0.58%	2106	1382	896	2550	1139	1415
4203	10TH AVE N	Congress Ave	I-95	5	1770	45255	46089			45262	44371	2/24/2020	-2.01%		3048	1762	1393	3202	1625	1577
5603	23RD AVE SW	Congress Ave	I-95	2	880	13739	14470	15725	15867	15051	15354	3/2/2020	1.97%	-0.79%	1410	789	621	1323	649	711
5305	23RD AVE SW	I-95	Seacrest Blvd	2	880	12932	13703	14291			14109	3/2/2020		-0.43%	1173	645	531	1244	637	612
5811	23RD AVE SW	Seacrest Blvd	US-1	2	810	8857	9033	9397	9788	9272	9075	1/13/2020	-2.17%	-1.16%	655	336	329	799	409	403
5621	23RD AVE SW (GOLF RD)	Military Tr	E Country Rd	2	1140	12929	12698	13570	13777	13033	13412	3/2/2020	2.83%	-0.39%	1172	682	490	1141	497	645
5617	23RD AVE SW (GOLF RD)	E Country Rd	Congress Ave	2	1140	13457	14308	14534		15290	15522	3/2/2020	1.49%	2.22%	1311	783	545	1301	596	705
1809	A1A	Jupiter Inlet Colony	US 1	2	880	7322	7802		7957	7860										

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Exhibit 6: Growth Rate

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Area Wide Growth Rate Golden Road Apartments

Roadway	From	To	PBC/F-DOT		PBC	
			2016	2019	2017	2020
Federal Hwy	10 th Ave N	17 th Ave N	6,700	6,600	0	0
Federal Hwy	Lake/Lucerne	10 th Ave N	11,500	10,000	0	0
Dixie Hwy	6 th Ave S	Lake/Lucerne	20,700	18,900	0	0
Dixie Hwy	Lake/Lucerne	10 th Ave N	23,596	23,829	0	0
Dixie Hwy	10 th Ave N	17 th Ave N	0	0	0	0
Dixie Hwy	17 th Ave N	Alhambra Pl	0	0	0	0
Boutwell Rd	Lake Worth Rd	2 nd Ave N	10,600	10,000	0	0
Boutwell Rd	2 nd Ave N	10 th Ave N	0	0	11,327	10,381
Florida Mango Rd	10 th Ave N	Forest Hill Blvd	10,853	11,464	0	0
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	0	0	7,007	6,904
Congress Ave	6 th Ave S	Lake Worth Rd	41,000	43,500	0	0
Congress Ave	Lake Worth Rd	French Ave	35,400	41,140	0	0
Congress Ave	French Ave	10 th Ave N	39,628	46,689	0	0
Congress Ave	10 th Ave N	Forest Hill Blvd	36,796	42,189	0	0
Kirk Rd	Lake Worth Rd	10 th Ave N	0	0	9,470	9,509
Kirk Rd	10 th Ave N	Purdy Ln	12,939	13,625	0	0
Forest Hill Blvd	Kirk Rd	Congress Ave	44,053	47,705	0	0
Forest Hill Blvd	Congress Ave	I-95	27,984	29,919	0	0
10 th Ave N	Military Tr	Kirk Rd	0	0	27,357	27,868
10 th Ave N	Kirk Rd	Congress Ave	0	0	32,274	32,836
10 th Ave N	Congress Ave	Florida Mango Rd				
10 th Ave N	Florida Mango Rd	Site	46,089	45,262	0	0
10 th Ave N	Site	Boutwell Rd				
10 th Ave N	Boutwell Rd	I-95				
10 th Ave N	I-95	N A St	30,500	32,500	0	0
10 th Ave N	N A St	Dixie Hwy (US-1)	22,000	22,000	0	0
10 th Ave N	Dixie Hwy (US-1)	Federal Hwy				
2 nd Ave N	Lake Worth Rd	Congress Ave	0	0	5,967	6,404
2 nd Ave N	Congress Ave	Boutwell Rd	0	0	5,266	6,900
Lake Worth Rd	Kirk Rd	Congress Ave	40,892	40,791	0	0
Lake Worth Rd	Congress Ave	Boutwell Rd	21,000	23,000	0	0
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	23,000	25,500	0	0
		Σ	505,230	534,613	98,668	100,802

Base Year (Σ 2016 + Σ 2017)	603,898
Future Year (Σ 2019+ Σ 2020)	635,415
Area Wide Growth	1.71%



PALM BEACH COUNTY TRAFFIC DIVISION HISTORIC TRAFFIC GROWTH TABLE

CURRENT YEAR – 2020

2020 counts must be used in traffic studies received by the Traffic Division on or after July 6, 2020

For the year 2020 counts, only the counts believed to be unaffected by COVID-19 pandemic have been published

This document was developed as supporting data for use in traffic impact studies seeking to demonstrate compliance with Article 12 of the Unified Land Development Code, the Traffic Performance Standards. This table shows historical peak season traffic counts, Daily and Peak Hour, from 2015 to 2020 (peak hour only for the latest year) as well as a calculated growth rate for each count station. A 3-year timeframe was used to calculate the historic growth rate shown.

Please note that the counts, in most cases, reflect a snapshot of just one full day mid-week volumes. Though great caution was exercised to avoid impacts of construction/road closures in the immediate vicinity on these traffic counts, there is no guarantee that a faraway event has not influenced the counts indirectly. Engineering judgment should be exercised in the use of counts where growth rates are out of the ordinary, particularly in cases where the growth rates are negative, too high, etc. For a lengthy build out date (generally more than 5 years), use of an area wide growth rate might be more appropriate. Consult Article 12 of the ULDC regarding use of traffic counts and historical growth rates in the traffic impact studies.

If current year count is not listed in this document (or through FDOT's yearly Count Program) but is required for the Traffic Impact Study, a consultation with the County must be done before commencing the study to determine how those counts may be collected.

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
4633	CRESTHAVEN BLVD	Sherwood Forest Blvd	Haverhill Rd	2	880	8527	8095	8575	8364	8538	8986	3/9/2020	4.99%	1.57%	646	374	302	743	400	366
4635	CRESTHAVEN BLVD	Haverhill Rd	Military Tr	2	880	7753	8312	8071	8063	8453										
3440	CRESTWOOD BLVD	Okeechobee Bl	Sparrow Rd	4D	1960	18563	20447	17572	20546	20479	20337	2/10/2020	-0.70%	4.99%	1856	822	1042	1864	927	963
3428	CRESTWOOD BLVD	Folsom Rd	Southern Blvd	6D	2940	28120	28285	28689	28712	27625	27858	2/10/2020	0.84%	-0.98%	2427	958	1469	2493	1393	1110
3306	DIXIE HWY	Alhambra Pl	17th Ave N	4	1680					23958	23050	3/9/2020	-3.94%		1763	992	771	1932	891	1050
4800	DIXIE HWY	10th Ave N	Lake/Lucerne	4	1680	22278	23596	22868	22218	23829										
1105	DONALD ROSS RD	Jog Rd	I-95 Interchange	4D	3320	16037	15547		17986	16389										
1219	DONALD ROSS RD	I-95	Parkside Dr	6D	2680	39132				41340										
1205	DONALD ROSS RD	Parkside Dr	Central Blvd	6D	2940	32270	32582		34264	34170										
1211	DONALD ROSS RD	Central Blvd	SR 811	6D	2940	30092	31295	32554	32453	34155	33386	12/17/2019	-2.30%	0.84%	2787	1848	1067	3021	1201	1820
1805	DONALD ROSS RD	SR 811	Prosperity Farms Rd	6D	2940	28848	30325	28069	31854	32601	31257	12/17/2019	-4.30%	3.65%	2642	1654	1208	2702	1033	1717
1801	DONALD ROSS RD	Prosperity Farms Rd	Ellison-Wilson Rd	4D	1770	27134	28009		30207	29871										
5632	EL CLAIR RANCH RD	Boynton Beach Blvd	Woolbright Rd	2	880	4998	5334	5338	5563	5492	5246	1/21/2020	-4.69%	-0.58%	425	233	227	420	240	184
5636	EL CLAIR RANCH RD	Woolbright Rd	Piper's Glen Blvd	2	880	7080	7240	7509	7093	7705										
5634	EL CLAIR RANCH RD	Lake Ida Rd	W Atlantic Ave	2	880	5585	5818	6206	6141	5988										
2304	ELLISON-WILSON RD	Donald Ross Rd	Universe Blvd	2	880	6291	6600	6822	6845	6305	6978	1/21/2020	9.64%	0.76%	895	271	636	869	536	333
4826	FEDERAL HWY	Miner Rd	Gateway Blvd	4D	1960	17159	17156	17053	17405	17606	17349	2/10/2020	-1.48%	0.58%	1537	496	1069	1541	932	633
5824	FEDERAL HWY	NE 6th Ave	23rd Ave	4D	1960	23805	25392	24939	26919	25099	25281	3/2/2020	0.72%	0.46%	1889	813	1305	2131	1305	826
5838	FEDERAL HWY	Lowson Blvd	Linton Blvd	4D	1770	30226	33828	34218	35268	33073	32404	3/4/2020	-2.06%	-1.80%	2184	1051	1363	2455	1487	1004

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY	19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR			
						2015	2016	2017	2018	2019	VOL			DATE	2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
2607	BLUE HERON BLVD	Congress Ave	Australian Ave	6D	2680	36520	36338		38822	37196										
2823	BLUE HERON BLVD	Australian Ave	Old Dixie Hwy	6D	2680	31650	33610		34467	32046										
2811	BLUE HERON BLVD	Old Dixie Hwy	US 1	5	1770		21227		25058	23005										
6408	BOCA RIO RD	Glades Rd	Palmetto Park Rd	2	810	16394	16918	17642	18280	18020	18870	2/10/2020	4.50%	2.27%	1595	864	731	1762	867	919
6418	BOCA RIO RD	Palmetto Park Rd	SW 18th St	2	880	12717	12969	14185	14800	15079	15434	2/3/2020	2.30%	2.85%	1291	722	586	1624	679	967
4676	BOUTWELL RD	10th Ave N	2nd Ave N	2	880	10337	11327		11365		10381	2/24/2020			869	553	316	925	397	549
5401	BOYNTON BEACH BLVD	SR 7	Lyons Rd	4D	1960	15242	15783		16207	17158	17236	3/11/2020	0.45%		1276	674	641	1377	723	689
5103	BOYNTON BEACH BLVD	Lyons Rd	Turnpike	6D	2680	37476	38386	40054	42725	43664	45751	3/11/2020	4.56%	4.53%	3753	2240	1523	3736	1718	2092
5201	BOYNTON BEACH BLVD	Turnpike	Hagen Ranch Rd	6D	2680	46955	50595		55602	53763	55817	3/11/2020	3.68%		4600	2305	2374	4864	2583	2281
5641	BOYNTON BEACH BLVD	Hagen Ranch Rd	Jog Rd	6D	2940	41813	44327	47912	48018	46218										
5633	BOYNTON BEACH BLVD	Jog Rd	El Clair Ranch Rd	6D	2940	39735	43169	44471	43748	44477	43850	1/21/2020	-1.43%	-0.47%	3202	1616	1604	3348	1839	1532
5611	BOYNTON BEACH BLVD	El Clair Ranch Rd	Military Tr	6D	2680	45350	46207		49428	47376										
5613	BOYNTON BEACH BLVD	Military Tr	Lawrence Rd	6D	2940	37509	38781		41234	39446										
5601	BOYNTON BEACH BLVD	Lawrence Rd	Congress Ave	6D	2680	40732	42201	43704	41620	42796										
5615	BOYNTON BEACH BLVD	Congress Ave	Old Boynton Rd	6D	2940	34792	36376		37388	38341	36552	1/27/2020	-4.89%		2590	1487	1181	2786	1316	1482
6426	CAIN BLVD	Yamato Rd	W Kimberly Blvd	2	880	8960	9299	9089	9770	10367	10468	2/12/2020	0.96%	4.82%	929	508	469	1109	410	699
6422	CAIN BLVD	W Kimberly Blvd	Glades Rd	2	880	14742	15274	15113	15518	15909	16148	2/12/2020	1.48%	2.23%	1280	652	653	1514	766	749
6619	CAMINO REAL	Powerline Rd	Camino del Mar	4D	1960	10748	11908	12935	13036	12699										
6636	CAMINO REAL	Camino del Mar	Military Tr	4D	1960	14221		14571	16203	15082										

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
5840	FEDERAL HWY	Linton Blvd	Lindell Blvd	4D	1960	33670	36465		37864	34359										
5663	FLAVOR PICT RD	Hagen Ranch Rd	Jog Rd	2	880	6827	7339	7818	7559	7643										
5654	FLAVOR PICT RD	Jog Rd	Military Tr	2	880	6768	7991	8272	8472	9967	10379	3/9/2020	3.97%	7.86%	767	509	348	906	374	545
3670	FLORIDA MANGO RD	Belvedere Rd	James L Turnage Blv	2	880	7656	7977	7784	6480		7717	2/18/2020		-0.29%	616	509	138	541	400	150
3646	FLORIDA MANGO RD	Summit Blvd	Forest Hill Blvd	2	880	6289	7015	7007	6876	6874	6904	12/9/2019	0.43%	-0.49%	849	472	377	701	309	398
4212	FLORIDA MANGO RD	Forest Hill Blvd	10th Ave N	2	880	10995	10853	11647	11389	11464										
3407	FOREST HILL BLVD	South Shore Blvd	SR 7	6D	3186	47835	49134	47637	50083	46754	47391	3/3/2020	1.34%	-0.17%	3379	1946	1479	3998	1773	2254
3423	FOREST HILL BLVD	SR-7	Lyons Rd	6D	2940	37209	38149		38991	38657	38306	3/2/2020	-0.92%		2908	1374	1565	3257	1670	1616
3221	FOREST HILL BLVD	Lyons Rd	Pinehurst Dr	6D	2940	36125	37452		39821	37987	38875	1/27/2020	2.28%		3342	1549	1798	3390	1752	1638
3666	FOREST HILL BLVD	Pinehurst Dr	Jog Rd	6D	2680	42563	42712		42333	41394	41227	1/27/2020	-0.41%		3333	1666	1667	3449	1736	1722
3636	FOREST HILL BLVD	Jog Rd	Sherwood Forest Blv	6D	2940	37786	40086		39859	38810										
3667	FOREST HILL BLVD	Sherwood Forest Blvd	Haverhill Rd	6D	2680	41136	42331	40880	40627	41992										
3625	FOREST HILL BLVD	Haverhill Rd	Military Tr	6D	2940	43254	44204	43503	43928	43592										
3627	FOREST HILL BLVD	Military Tr	Kirk Rd	6D	2940	41933	44156		44021	43629	42481	3/3/2020	-2.70%		3029	1761	1353	2935	1470	1498
3629	FOREST HILL BLVD	Kirk Rd	Congress Ave	6D	2680	42266	44053	44262	45722	47705										
3317	FOREST HILL BLVD	I-95	Parker Ave	5	1770	27796	27984		28275	29919	28567	3/4/2020	-4.73%		2432	1268	1164	2157	1082	1134
3831	FOREST HILL BLVD	Parker Ave	Dixie Hwy	5	1770	19467	19313	19700	20262	20735	18876	3/9/2020	-9.85%	-1.41%	1536	830	706	1544	813	738
3841	FOREST HILL BLVD	Dixie Hwy	Olive Ave	2	810	5338	5185		5307	5396	5306	3/9/2020	-1.70%		484	245	244	446	210	257
1217	FREDERICK SMALL RD	Central Blvd	Military Tr	4D	1960	8119	8869	8586	9646	8737	9075	2/4/2020	3.72%	1.86%	876	569	315	828	408	520

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
3606	CONGRESS AVE	Okeechobee Blvd	Belvedere Rd	4D	1770	15323	17802	17052	17541	18013	18428	2/18/2020	2.25%	2.62%	1413	725	689	1786	785	1011
3668	CONGRESS AVE	Belvedere Rd	Turnage Blvd (PBIA)	2	1140	3374	4200	4763	6083	5722										
3618	CONGRESS AVE	Southern Blvd	Gun Club Rd	6D	2940	33642	34390			40630	38696	3/9/2020	-5.00%		3634	2128	1506	3552	1354	2228
3674	CONGRESS AVE	Gun Club Rd	Summit Blvd	6D	2680	33418	35665	37940	36802	39886	37477	3/9/2020	-6.43%	-0.41%	3387	2089	1298	3360	1436	1927
3644	CONGRESS AVE	Summit Blvd	Forest Hill Blvd	6D	2680	26658	28609	31613	33222	34412	32749	3/4/2020	-5.08%	1.18%	2770	1571	1206	2936	1295	1663
4210	CONGRESS AVE	Forest Hill Blvd	10th Ave N	6D	2680	34955	36796		40729	42189										
4604	CONGRESS AVE	10th Ave N	French Ave	6D	2940	38733	39628	43828	43904	46689										
4620	CONGRESS AVE	French Ave	Lake Worth Rd	6D	2680	35400			37189	41140										
4622	CONGRESS AVE	Lake Worth Rd	6th Ave S	6D	2680	35712			39282	43373										
4626	CONGRESS AVE	6th Ave S	JFK Dr	6D	2940	35163	36054	38918	36766	39729										
4624	CONGRESS AVE	JFK Dr	Lantana Rd	6D	2940	35206	34360		37851	36141	37285	1/13/2020	3.07%		2886	1560	1397	3039	1432	1651
4600	CONGRESS AVE	Lantana Rd	Hypoluxo Rd	4D	1960	23246	25097	26324	28120	27513	27070	1/13/2020	-1.64%	0.94%	2182	1053	1129	2320	1246	1074
4610	CONGRESS AVE	Hypoluxo Rd	Gateway Blvd	6D	2940	28960	29413	31031	30883	30882	30934	1/7/2020	0.17%	-0.10%	2196	1151	1075	2612	1421	1205
5206	CONGRESS AVE	Gateway Blvd	Old Boynton Rd	6D	2680	36914	37826	38829	39958	41471										
5610	CONGRESS AVE	Boynton Beach Blvd	Woolbright Rd	6D	2680	33549	32638	30501	33115	33157	33569	1/27/2020	1.23%	3.25%	2441	1063	1649	2640	1637	1137
5624	CONGRESS AVE	Woolbright Rd	Golf Rd	6D	2680	37827	37741	38438	40974	38226										
5626	CONGRESS AVE	Golf Rd	35th Ave SW	6D	2680	36139	36988	37042	38738	36144	37875	3/2/2020	4.57%	0.74%	3181	1108	2199	3127	1913	1244
5602	CONGRESS AVE	35th Ave SW	Lake Ida Rd	6D	2680	30608	30272	31280	31428	29339	31749	3/3/2020	7.59%	0.50%	2508	1015	1548	2687	1488	1199
4641	CRESTHAVEN BLVD	Jog Rd	Sherwood Forest Blv	2	880	8729	8869	9295	9601	9461	9567	3/9/2020	1.11%	0.97%	570	252	371	813	485	328

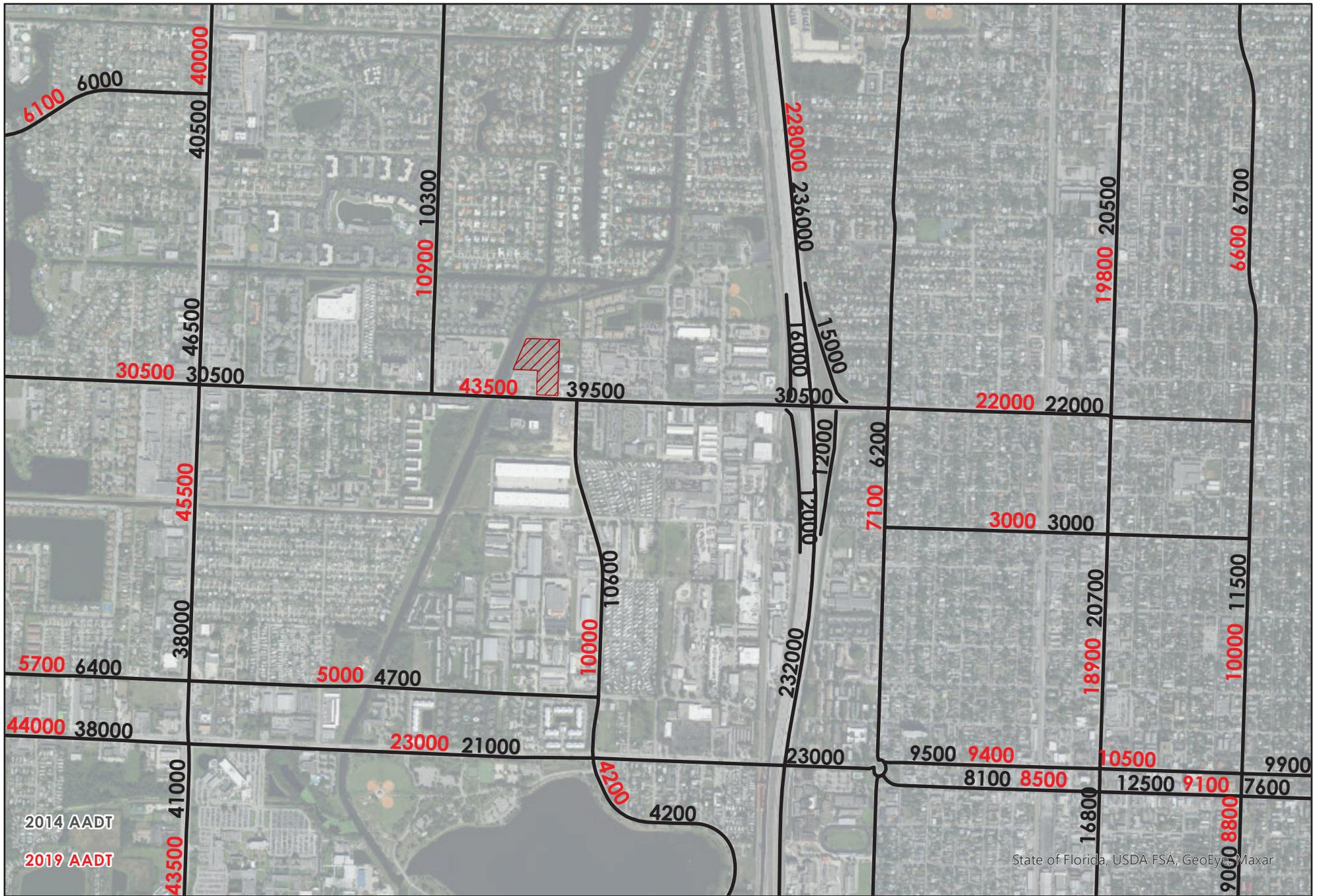
STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
6618	JOG RD	Potomac Rd	Glades Rd	4D	1960	33018		29792	30832	30487										
6420	JUDGE WINIKOFF RD	Sandpoint Ter	SR 7	4D	1960	10464	9375	9590	9756	9693										
1404	JUPITER FARMS RD	Indiantown Rd	South of Indiantown	2	1140	10366	11136	11257		13127										
6417	KIMBERLY BLVD	SR-7	Lyons Rd	4D	1960	6170	6267	6213	6321	6027	6281	2/24/2020	4.04%	0.36%	415	219	225	519	269	260
3614	KIRK RD	Southern Blvd	Gun Club Rd	4D	1770	10020	10468	11067	11400	11515	11748	12/9/2019	1.98%	2.01%	1025	582	453	1116	624	532
3662	KIRK RD	Gun Club Rd	Summit Blvd	2	880	10675	10759	11029	11376	10939										
3656	KIRK RD	Summit Blvd	Forest Hill Blvd	2	880	9611	11093	10698	10833	10667										
4208	KIRK RD	Forest Hill Blvd	Purdy Ln	5	1960	16029	17223	17900	17337	17287	17246	3/4/2020	-0.24%	-1.23%	1370	875	526	1552	594	1035
4664	KIRK RD	Purdy Ln	10th Ave N	2	880	12213	12939	13172	13864	13625										
4630	KIRK RD	10th Ave N	Lake Worth Rd	2	880	9240	9699	9470	9976	9287	9509	2/12/2020	2.33%	0.14%	755	298	494	920	433	500
4652	KIRK RD	Lake Worth Rd	Melaleuca Ln	2	880	6791	7859	7859	8269	7762	8148	2/12/2020	4.74%	1.21%	582	335	250	829	397	432
5649	LAKE IDA RD	Hagen Ranch Rd	Jog Rd	2	880	7536	8245	8622	8812	9182										
5653	LAKE IDA RD	Jog Rd	El Clair Ranch Rd	2	880	10969	11308	12273	11274	12062	11944	1/8/2020	-0.99%	-0.90%	878	397	485	1057	452	611
5651	LAKE IDA RD	El Clair Ranch Rd	Military Tr	2	880	11682	12468	11777	12608	13552	13533	3/9/2020	-0.14%	4.74%	992	500	523	1182	511	671
5623	LAKE IDA RD	Military Tr	Barwick Rd	4D	1960	19827	20376	20485	20420	22277	21604	3/9/2020	-3.12%	1.79%	1630	881	759	1913	935	978
5307	LAKE IDA RD	Congress Ave	Swinton Ave	4D	1960	21542	20747	21363	24685	24907										
4409	LAKE WORTH RD	120th Av	Isles Bl	4D	1960	14871	15923				14454	12/16/2019			1105	560	561	1360	598	762
4407	LAKE WORTH RD	Isles Bl	SR-7	4D	1960	26672	27739	28369	28030	28212	28381	12/16/2019	0.60%	0.01%	2314	1366	971	2452	1238	1346
4401	LAKE WORTH RD	SR 7	Lyons Rd	6D	2680	38065	40990		39252	38109	39453	12/16/2019	3.41%		2863	1510	1423	3202	1632	1648



Palm Beach County Historic Peak Season Traffic Counts (2015-2020)

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR			
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB	
4677	2ND AVE	Lake Worth Rd	Congress Ave	2	880	6036	6685	5967	5843	6189	6404	2/12/2020	3.36%	2.38%	491	336	165	627	235	421	
4679	2ND AVE	Congress Ave	Boutwell Rd	2	880	4805	4977	5266	6190	6655	6900	2/12/2020	3.55%	9.43%	522	326	197	675	320	391	
4631	6TH AVE S	Congress Ave	Sunset Ave	4D	1960	28494	30973	30485	31942	32716	34067	2/5/2020	3.97%	3.77%	2535	1550	1099	2532	1211	1366	
4307	6TH AVE S	I-95	SR 805 (Dixie Hwy)	4D	1770	29872	30013	31163	31912	34706	33033	3/2/2020	-5.06%	1.96%	2423	967	1505	2725	1604	1143	
4643	10TH AVE N	Jog Rd	Haverhill Rd	4D	1960	14577	15233	16418			16844	3/9/2020		0.86%	1160	503	660	1428	739	701	
4601	10TH AVE N	Haverhill Rd	Military Tr	5	1770	21786	23192	21662		23463	23186	2/24/2020	-1.19%	2.29%	1872	1073	871	1789	901	903	
4603	10TH AVE N	Military Tr	Kirk Rd	5	1960	26370	27508	27357	27526	27686	27868	2/24/2020	0.65%	0.62%	1902	1120	790	2143	1013	1155	
4653	10TH AVE N	Kirk Rd	Congress Ave	5	1960	31960	32520	32274	31629	32877	32836	2/24/2020	-0.12%	0.58%	2106	1382	896	2550	1139	1415	
4203	10TH AVE N	Congress Ave	I-95	5	1770	45255	46089			45262	44371	2/24/2020	-2.01%		3048	1762	1393	3202	1625	1577	
5603	23RD AVE SW	Congress Ave	I-95	2	880	13739	14470	15725	15867	15051	15354	3/2/2020	1.97%	-0.79%	1410	789	621	1323	649	711	
5305	23RD AVE SW	I-95	Seacrest Blvd	2	880	12932	13703	14291			14109	3/2/2020		-0.43%	1173	645	531	1244	637	612	
5811	23RD AVE SW	Seacrest Blvd	US-1	2	810	8857	9033	9397	9788	9272	9075	1/13/2020	-2.17%	-1.16%	655	336	329	799	409	403	
5621	23RD AVE SW (GOLF RD)	Military Tr	E Country Rd	2	1140	12929	12698	13570	13777	13033	13412	3/2/2020	2.83%	-0.39%	1172	682	490	1141	497	645	
5617	23RD AVE SW (GOLF RD)	E Country Rd	Congress Ave	2	1140	13457	14308	14534		15290	15522	3/2/2020	1.49%	2.22%	1311	783	545	1301	596	705	
1809	A1A	Jupiter Inlet Colony	US 1	2	880	7322	7802		7957	7860											

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY	19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR			
						2015	2016	2017	2018	2019	VOL			DATE	2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
4103	LAKE WORTH RD	Lyons Rd	Florida Turnpike	6D	2940	42333	44333		45796	47252	47959	12/16/2019	1.47%		3884	2254	1630	4019	1913	2158
4201	LAKE WORTH RD	Florida Turnpike	Pinehurst Dr	6D	2680	39166	39864		42106	41990										
4645	LAKE WORTH RD	Pinehurst Dr	Jog Rd	6D	2680	46028	47722	49086	51629	50548	50687	12/18/2019	0.27%	1.08%	3147	1637	1706	4122	2224	1950
4609	LAKE WORTH RD	Jog Rd	Sherwood Forest Blv	6D	2940	45661	48538	49213	48041	50478										
4673	LAKE WORTH RD	Sherwood Forest Blvd	Haverhill Rd	6D	2680	41210	44200	44409	44850	44696										
4627	LAKE WORTH RD	Haverhill Rd	Military Tr	6D	2940	44371	45507		44984	44830										
4611	LAKE WORTH RD	Military Tr	Kirk Rd	6D	2680	42951	44545		44802	43679										
4647	LAKE WORTH RD	Kirk Rd	Congress Ave	6D	2940	38415		40892	40684	40791										
4651	LAKE WORTH RD	Congress Ave	Boutwell Rd	4D	1770	23415			26619	27172										
4403	LANTANA RD	SR-7	Lyons Rd	4D	1770	15574	16340	16264	17057	17234	17469	1/13/2020	1.35%	2.41%	1521	622	909	1570	881	695
4207	LANTANA RD	Lyons Rd	Hagen Ranch Rd	4D	1960	25977	26822	26691	28535	28262	29044	1/13/2020	2.69%	2.86%	2499	1178	1396	2635	1459	1189
4669	LANTANA RD	Hagen Ranch Rd	Jog Rd	6D	2940	32219	35348	32971	36116	36095	36548	1/13/2020	1.24%	3.49%	3070	1637	1441	3238	1633	1606
4619	LANTANA RD	Jog Rd	Haverhill Rd	6D	2940	35845	39735	39406	42984	43695	43322	1/13/2020	-0.86%	3.21%	3208	1514	1717	3652	1874	1778
4675	LANTANA RD	Haverhill Rd	Military Tr	6D	2940	42602	45595	47280	47038	46680	47308	1/14/2020	1.33%	0.02%	3701	2185	1565	3859	1750	2149
4605	LANTANA RD	Military Tr	Lawrence Rd	6D	2940	41854	45429	47961	49357	49084	49382	1/13/2020	0.60%	0.98%	4045	2392	1676	3893	1632	2261
4665	LANTANA RD	Lawrence Rd	Congress Ave	6D	2940	47054	48924	49596	50923	50634	51023	1/13/2020	0.76%	0.95%	3971	2374	1597	4052	1726	2411
4623	LANTANA RD	Congress Ave	High Ridge Rd	6D	2940	41390	44905	45198	46300	48503	47213	1/13/2020	-2.73%	1.46%	3600	2179	1452	3677	1650	2043
4807	LANTANA RD	Redding Dr	Federal Hwy	5	1770	19392	18710	18494	18253	17922	17463	2/10/2020	-2.63%	-1.89%	1196	592	729	1292	587	727
4608	LAWRENCE RD	Lantana Rd	Hypoluxo Rd	2	880	11157	11341	10800	11977	11792	11633	1/7/2020	-1.37%	2.51%	1126	629	504	1027	593	459



State of Florida, USDA FSA, GeoEye, Maxar



 Project Site



Figure:
F-DOT 2016 Vs 2019 AADT
Golden Road Apartments



Exhibit 7: Committed Traffic

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A	B	C	D	E	F	G	H	I
Input Data								
	ROAD NAME: 10th Ave N			STATION: 4203			Report Created	
	CURRENT YEAR: 2019			FROM: Midpoint			11/14/2020	
	ANALYSIS YEAR: 2025			TO: Florida Mango Rd				
	GROWTH RATE: -0.60%			COUNT DATE: 3/13/2019				
				PSF: 1				

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments Type % Complete

Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Buena Vista Commerce Park	2	0	2	2	2	0	NR	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	8	7	1	10	3	7	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	3	1	4	1	2	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	24	11	13	20	10	10	NR	0%
Akal Property	40	14	26	47	28	19	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	12	6	5	37	18	19	NR	75%
RaceTrac Market	73	38	35	157	77	80	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
Total Committed Developments	272	133	138	518	264	253		
Total Committed Residential	60	26	33	78	41	35		
Total Committed Non-Residential	212	107	105	440	223	218		
Double Count Reduction	15	7	8	20	10	9		

Total Discounted Committed Developments 257 126 130 498 254 244

Historical Growth	-107	-59	-50	-113	-57	-56
Comm Dev+1% Growth	442	228	216	693	352	341
Growth Volume Used	442	228	216	693	352	341
Total Volume	3447	1889	1620	3864	1945	1919

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

Input Data

ROAD NAME: 10th Ave N STATION: 4203
 CURRENT YEAR: 2019 FROM: S Congress Ave
 ANALYSIS YEAR: 2025 TO: Midpoint
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019
 PSF: 1

Report Created
 11/14/2020

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments Type % Complete

Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Buena Vista Commerce Park	2	0	2	2	2	0	NR	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	8	7	1	10	3	7	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	12	10	105	51	54	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	3	1	4	1	2	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	24	11	13	20	10	10	NR	0%
Akal Property	40	14	26	47	28	19	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	12	6	5	37	18	19	NR	75%
RaceTrac Market	73	38	35	157	77	80	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
Total Committed Developments	272	135	136	518	261	256		
Total Committed Residential	60	26	33	78	41	35		
Total Committed Non-Residential	212	109	103	440	220	221		
Double Count Reduction	15	7	8	20	10	9		
Total Discounted Committed Developments	257	128	128	498	251	247		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	442	230	214	693	349	344		
Growth Volume Used	442	230	214	693	349	344		
Total Volume	3447	1891	1618	3864	1942	1922		

Lanes

	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

A B C D E F G H I

Input Data

ROAD NAME: 10th Ave N STATION: 4203 Report Created
 CURRENT YEAR: 2019 FROM: Midpoint 11/14/2020
 ANALYSIS YEAR: 2025 TO: N Interstate 95
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019
 PSF: 1

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	133	60	73	40	20	19	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	16	13	3	19	7	12	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	8	1	7	8	6	3	Res	0%
Akal Property	67	44	23	79	32	47	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	14	7	8	45	23	22	NR	75%
Total Committed Developments	303	150	154	375	184	191		
Total Committed Residential	111	62	49	148	69	80		
Total Committed Non-Residential	192	88	105	227	115	111		
Double Count Reduction	28	16	12	37	17	20		
Total Discounted Committed Developments	275	134	142	338	167	171		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	460	236	228	533	265	268		
Growth Volume Used	460	236	228	533	265	268		
Total Volume	3465	1897	1632	3704	1858	1846		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	YES	YES

Input Data

ROAD NAME: 10th Ave N STATION: 4203
 CURRENT YEAR: 2019 FROM: Boutwell Rd
 ANALYSIS YEAR: 2025 TO: Midpoint
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019
 PSF: 1

Report Created
 11/14/2020

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	29	16	13	8	4	4	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	16	13	3	19	7	12	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	8	1	7	8	6	3	Res	0%
Akal Property	67	44	23	79	32	47	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	14	7	8	45	23	22	NR	75%
Total Committed Developments	199	106	94	343	168	176		
Total Committed Residential	111	62	49	148	69	80		
Total Committed Non-Residential	88	44	45	195	99	96		
Double Count Reduction	18	9	9	37	17	19		
Total Discounted Committed Developments	181	97	85	306	151	157		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	366	199	171	501	249	254		
Growth Volume Used	366	199	171	501	249	254		
Total Volume	3371	1860	1575	3672	1842	1832		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	YES	YES	YES	NO	YES	YES

Exhibit 8: PBC Five Year Work Program

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PALM BEACH COUNTY FIVE YEAR ROAD PROGRAM - EXHIBIT A

Mid-Year Adjustment Adopted - July 14, 2020

	FY 2020 BUDGETED	FY 2020 PROJECTED	FY 2021 PROJECTED	FY 2022 PROJECTED	FY 2023 PROJECTED	FY 2024 PROJECTED	TOTAL PROJECTED
Local Option Gas Taxes Total	49,679,000	51,393,000	52,420,000	52,420,000	52,420,000	52,420,000	261,073,000
LESS Mass Transit (Palm Tran) Share	(33,045,000)	(33,430,000)	(33,702,000)	(33,702,000)	(33,702,000)	(33,702,000)	-168,238,000
LESS Engineering Operating	(6,526,000)	(7,592,000)	(8,140,000)	(8,140,000)	(8,140,000)	(8,140,000)	-40,152,000
REMAINING ROAD PROGRAM ALLOCATION	10,108,000	10,371,000	10,578,000	10,578,000	10,578,000	10,578,000	52,683,000
LESS 5% STATUTORY RESERVES	(505,400)	0	(528,900)	(528,900)	(528,900)	(528,900)	-2,115,600
OCEAN AVENUE LOAN REPAYMENT	(1,050,848)	(1,050,848)	(1,046,190)	(1,041,037)	(1,035,387)	(1,031,692)	-5,205,154
GAS TAX AVAILABLE FOR NEW ALLOCATIONS	8,551,752	9,320,152	9,002,910	9,008,063	9,013,713	9,017,408	45,362,246
INTEREST EARNINGS	335,518	203,202	274,029	335,081	110,137	102,174	1,024,622
MISCELLANEOUS	11,817,200	1,917,200 A	7,705,000 B	7,615,640 C	750,000 D	0 E	17,987,840
IMPACT FEES USED FOR PROJECTS	38,740,000	19,995,000	51,183,000	28,247,000	12,058,000	19,055,000	130,538,000
PROPORTIONATE SHARE USED FOR PROJECTS	5,706,939	5,517,419	2,115,000	143,000	5,152,000	5,400,678	18,328,097
GAS TAX RESERVE USED FOR PROJECTS	25,000,000	11,000,000	18,400,000	24,500,000	2,000,000	1,200,000	57,100,000
TOTAL CURRENT REVENUES	90,151,409	47,952,973	88,679,939	69,848,784	29,083,850	34,775,260	270,340,805
BALANCES FORWARD	98,763	98,763	1,381,736	121,675	620,458	514,308	98,763
TOTAL REVENUES	90,250,172	48,051,736	90,061,675	69,970,458	29,704,308	35,289,568	270,439,568
PROJECT COSTS AS PROPOSED	90,060,000	46,670,000	89,940,000	69,350,000	29,190,000	35,200,000	270,350,000
REVENUES LESS PROJECT COSTS	190,172	1,381,736	121,675	620,458	514,308	89,568	89,568

General note on interest projections:

Interest earnings on gas taxes are shown on this sheet.

Interest earnings on impact fees remain within each impact fee area and are not shown above.

See Footnotes A, B C and D, on page 2 of 6

Footnotes:

- A** Infrastructure Sales Tax includes **\$150,000** in FY 2020 and \$450,000 in FY 2023 for CR 880, Sam Senter Rd. over SFWMD Ocean Canal.
 FDOT (anticipates CIGP funds) up to \$2,880,000 for right-of-way acquisition of Congress Ave., N. of Northlake Blvd. to Alt. A-1-A (\$380,000 in FY 2018, \$1,000,000 in FY 2019 and **\$1,500,000** in FY 2020)
 Haverhill Commons **\$267,200** contribution for the construction of Haverhill Rd., S. of Ceceile Ave. to N. of Century Blvd.
- B** FDOT (anticipates CIGP funds) up to **\$505,000** for Construction/CEI in FY 2021 for SR 7/Weisman Way Intersection Improvements.
 Infrastructure Sales Tax includes **\$500,000** in FY 2021 for Congress Ave. and Palm Beach Lakes Blvd. Intersection Improvements
 Infrastructure Sales Tax includes **\$700,000** in FY 2021 for Florida Mango Rd. over LWDD L-8 Canal Bridge Construction
 Infrastructure Sales Tax includes **\$6,000,000** in FY 2021 for 6th Ave. South over Lake Osborne Drive Bridge Construction
- C** Lyons Rd./Sansbury's Way, Forest Hill Blvd. to Okeechobee Blvd (Buffered Bike Lanes). This project was approved under TPA 2018 Local Initiative and based on the submitted estimates, Palm Beach County will have to fund design \$1,100,000 in FY 2020 and \$1,354,360 for Construction in FY 2022, FDOT will fund **\$4,215,640** (Total Construction Cost \$5,570,000).
 Infrastructure Sales Tax includes **\$2,700,000** in FY 2022 for CR880 over C-51 Bridge construction.
 Infrastructure Sales Tax includes **\$700,000** in FY 2022 for Florida Mango Rd. over LWDD L-9 Canal Bridge Construction
- D** Infrastructure Sales Tax includes \$150,000 in FY 2020 and **\$450,000** in FY 2023 for CR 880, Sam Senter Rd. over SFWMD Ocean Canal.
 Infrastructure Sales Tax includes **\$300,000** in FY 2023 for Cresthaven Blvd., Jog Rd.to Military Tr. (Buffered Bike Lanes). Funding for this project was approved by the TPA 2020 Local Initiative Program and based on the submitted estimates, Palm Beach County will have to fund design & CEI of \$759,510. FDOT will fund construction of \$4,598,000 in FY 2025, (Total Construction Cost \$5,000,000).

Mid-Year Adjustment Adopted - July 14, 2020

PROJECT	LIMITS	DESCRIPTION	FY 2020		FY 2021		FY 2022		FY 2023		FY 2024	
			Cost	Phase								
6th Ave. S.	over Lake Osborne Dr.	Bridge Replacement			8,500	C						
10th Ave. N.	Boutwell Rd.	Intersection Improvements			750	C						
45th St.	E. of Haverhill Rd. to E. of Military Trail	0.6 mi., 6 L			2,160	C						
60th St. N.	W. of 140th Ave. N. to Avocado Blvd.	0.8 mi., 3L	1,600	S/D/R			100	D/R/M				
60th St. N.	Avocado Blvd. to E. of 120th Ave. N.	1.6 mi. 3L	200	R/M			7,000	C				
Admin. Support/Equipment	Countywide	Staff support and Computer Equip. for Program	370	P								
Annual Contract Advertising	Countywide	Advertising	20	P								
Benoist Farms Rd.	S.R. 80 to Belvedere Rd.	0.9 mi, 3 L			5,200	C						
Blue Heron Blvd.	Australian Ave.	Intersection Improvements			350	C						
Blue Heron Blvd.	Congress Ave.	Intersection Improvements			400	C						
Boca Rio Rd.	Palmetto Park Rd. to Glades Rd.	1.3 mi, 4/5 L	10	D	1,700	D/R						
Camino Real	Military Trail to SW 7th Ave.	Milling, Resurfacing and Safety Improvements			840	C						
Center Street	Loxahatchee River Rd. to Alt. A-1-A	1.7 mi., 3 L							10	D	1,300	D/R
Church St.	Limestone Creek Rd. to W. of Central Blvd.	0.5 mi, 2 L	500	D/R			2,000	R/M/C				
Clint Moore Rd.	Oaks Club Drive to Long Lake Dr.	0.8 mi, 6 L			2,500	C						
Clint Moore Rd.	Jog Rd.	Intersection Improvements			780	C						
Clint Moore Rd.	Military Tr.	Intersection Improvements	1,700	R			1,600	C				
Coconut Blvd.	S. of 78th Place North to S. of Northlake Blvd.	1.3 mi. 5 L			1,500	R					4,300	C
Congress Ave.	Palm Beach Lakes Blvd.	Intersection Improvements			2,000	C						
Congress Ave.	N. of Northlake Blvd. to Alt. A-1-A	0.6 mi, 2 L & 3 L	3,000	R			6,000	R/C				
CR 880	Belle Glade to Twenty Mile Bend	Rehabilitation/Heavy Maintenance	1,000	C								
CR 880	Sam Senter Rd. over SFWMD Ocean Canal	Intersection Improvements & Bridge Replacement	1,300	D/R/M					2,500	C		
CR 880	over C-51 Canal	Bridge Replacement					3,500	C				
Cresthaven Blvd.	Jog Rd. to Military Tr.	Buffered Bike Lanes							450	D		
Donald Ross Rd.	Bascule Bridge	Equipment					8,000	C				
Donald Ross Rd.	Prosperity Farms Rd. to E. of Ellison Wilson Rd.	0.7 mi, 6 L	550	D/R							1,900	C
Flavor Pict Rd.	Lyons Rd. to Hagen Ranch Rd.	1.7 mi, 4 L							10	D	4,780	S/D/R

*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment

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TRANSMITTAL LETTER

VIA: Hand Delivery
TO: Palm Beach County Traffic Division
2300 North Jog Road, 3rd Floor
West Palm Beach, FL 33411

TRANSMITTING: Report Golden Road Apt.
DATE: November 30, 2020
PH: (561)687-2220

(cannot be sent without phone number)

PROJECT NAME: Golden Road Apartments
PROJECT NO:
WGI NO: 2156.03
SUBJECT: Golden Road Apartments - Traffic Study and Fee Invoice

THESE ARE TRANSMITTED: As Requested

COPIES	DATE	DESCRIPTION
1	11/30/2020	Traffic Concurrency Analysis
1	11/30/2020	TPS Review Fee - \$1,022.40 check - Check #6796

COMMENTS:

<p>RECEIVED</p> <p>NOV 30 2020</p> <p>TRAFFIC DIVISION</p>
--

COPIES TO:

WGI, Inc.
2035 Vista Parkway
West Palm Beach, FL 33411
Phone: 561.687.2220 Fax: 561.687.1110
WGInc.com

FILE:

BY: _____
Connor Bailey
Planner

Juan Ortega

From: Hanane Akif <HAKif@pbcgov.org>
Sent: Tuesday, December 1, 2020 10:33 AM
To: Juan Ortega
Subject: RE: Golden Road - Lake Worth Beach TPS Review
Attachments: SKM_C55820120111190.pdf

From: Hanane Akif
Sent: Tuesday, December 1, 2020 10:32 AM
To: 'Juan Ortega' <jortega@jfo.us>
Subject: RE: Golden Road - Lake Worth Beach TPS Review

Received.

From: Juan Ortega [<mailto:jortega@jfo.us>]
Sent: Monday, November 30, 2020 12:43 PM
To: Hanane Akif <HAKif@pbcgov.org>
Subject: Golden Road - Lake Worth Beach TPS Review

Good afternoon Hanane, a hard copy of the Golden Road TPS Traffic Analysis was delivered to the County earlier today along with the TPS review fee. Attached is an electronic copy for your convenience. Could you please confirm that you received the hard copy?



Dr. Juan F. Ortega, PE
JFO GROUP INC
6671 W. Indiantown Road • Suite 50-324 • Jupiter, FL
T: (561) 462-5364 • C: (561) 512-7556 • F: (561) 465-8044
JOrtega@jfo.us



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Yoan Machado
Project Manager
WGI, Inc
2035 Vista Parkway
West Palm Beach, FL 33411

Re: Golden Road - Parking Analysis
PCNs 38-43-44-20-01-004-0030/-0060/-0080/-0120/-0010/-026-0010

Dear Yoan,

JFO Group Inc. has been retained to prepare a parking demand statement associated with a reduction in the required number of parking spaces per City of Lake Worth Beach Code of Ordinances Sec. 23.4-10 Off-Street Parking Requirements for the Golden Road project.

The *Golden Road Property* project is located just west of Boutwell Road, north of 10th Avenue in the City of Lake Worth Beach, Florida. Parcel Control Numbers associated with this project are 38-43-44-20-01-004-0030/-0060/-0080/-0120/-0010/-026-0010. Figure 1 shows the project location in relation to the transportation network.

Exhibit 1 includes a copy of the proposed site plan for the Golden Road project. As shown in the proposed site plan, the subject site is proposing 230 Apartment Homes. According to Sec. 23.4-10. of the City's Code of Ordinances, 379¹ parking spaces are required while 360² parking spaces are being provided.



Figure 1 : Project Location

Exhibit 2 shows Parking Demand calculations for multifamily housing (ITE LU 221) using the Institute of Transportation Engineers (ITE) Parking Generation Manual, 5th Edition. Parking demand was calculated based on total number of Bedrooms, Dwelling Units, and, Occupied Dwelling Units. Table 1 summarizes parking demand calculations for the Golden Road project comparing required parking by Code vs parking demand from ITE Parking Manual.

¹ 1 Bedroom (104 Units @ 1.5 Sp/Unit) = 156 Spaces
2 Bedroom (117 Units @ 1.75 Sp/Unit) = 205 Spaces
3 Bedroom (9 Units @ 2 Sp/Unit) = 18 Spaces

² 270 Standard Spaces + 82 Compact Parking Spaces + 32 Bike Racks (8 Spaces)

Table 1: Parking Demand Summary

Independent Variable	Intensity	Fitted Curve Equation	Average	85 th Percentile	Calculated Parking Demand ²	Required Parking	Proposed Parking
Bedrooms	365 ¹	$P=0.82(X)-20.37$	0.75	0.87	274 - 318	379	360
Dwelling Units	230	$P=1.34(X)-8.73$	1.31	1.47	300 - 338		
Occupied Dwelling Units	230	$P=1.34(X)-5.76$	1.32	1.51	302 - 347		

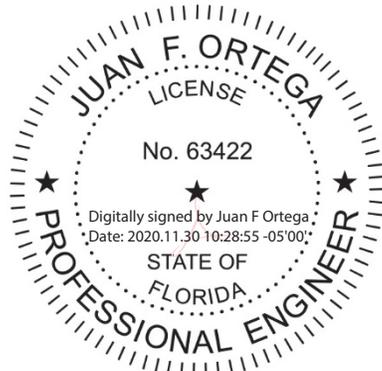
¹ 104 Units × (1 Bedroom) + 117 Units × (2 Bedrooms) + 9 Units × (3 Bedrooms) = 365 Bedrooms

² Bottom range is the highest of the equation vs the average while the top range is the 85th Percentile demand.

Consequently, given the Multifamily Housing (ITE LU 221) parking demand rates included in the 5th Edition of the ITE Parking Generation Manual, we are respectfully requesting that 360 parking spaces are provided at the Golden Road project instead of the 379 parking spaces required by the City of Lake Worth Beach Code of Ordinances. This proposed technical deviation is the minimum deviation necessary to make the best use of the property.

Sincerely,

JFO GROUP INC
COA Number 32276



Enclosures: Exhibit 1: Proposed Site Plan
Exhibit 2: Parking Generation

Land Use: 221 Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (one general urban/suburban study site), a Saturday (two general urban/suburban study sites), and a Sunday (one dense multi-use urban study site).

Hour Beginning	Percent of Peak Parking Demand		
	Weekday	Saturday	Sunday
12:00–4:00 a.m.	100	100	100
5:00 a.m.	94	99	–
6:00 a.m.	83	97	–
7:00 a.m.	71	95	–
8:00 a.m.	61	88	–
9:00 a.m.	55	83	–
10:00 a.m.	54	75	–
11:00 a.m.	53	71	–
12:00 p.m.	50	68	–
1:00 p.m.	49	66	33
2:00 p.m.	49	70	40
3:00 p.m.	50	69	27
4:00 p.m.	58	72	13
5:00 p.m.	64	74	33
6:00 p.m.	67	74	60
7:00 p.m.	70	73	67
8:00 p.m.	76	75	47
9:00 p.m.	83	78	53
10:00 p.m.	90	82	73
11:00 p.m.	93	88	93

Additional Data

In prior editions of *Parking Generation*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of parking demand data found no clear differences in parking demand between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

The average parking supply ratios for the study sites with parking supply information are shown in the table below.

Setting	Proximity to Rail Transit	Parking Supply Ratio	
		Per Dwelling Unit	Per Bedroom
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, District of Columbia, Maryland, Massachusetts, New Jersey, New York, Oregon, Virginia, Washington, and Wisconsin.

It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.

Source Numbers

21, 209, 247, 255, 277, 401, 402, 419, 505, 512, 522, 533, 535, 536, 537, 538, 545, 546, 547, 575, 576, 577, 579, 580, 581, 583, 584, 585, 587

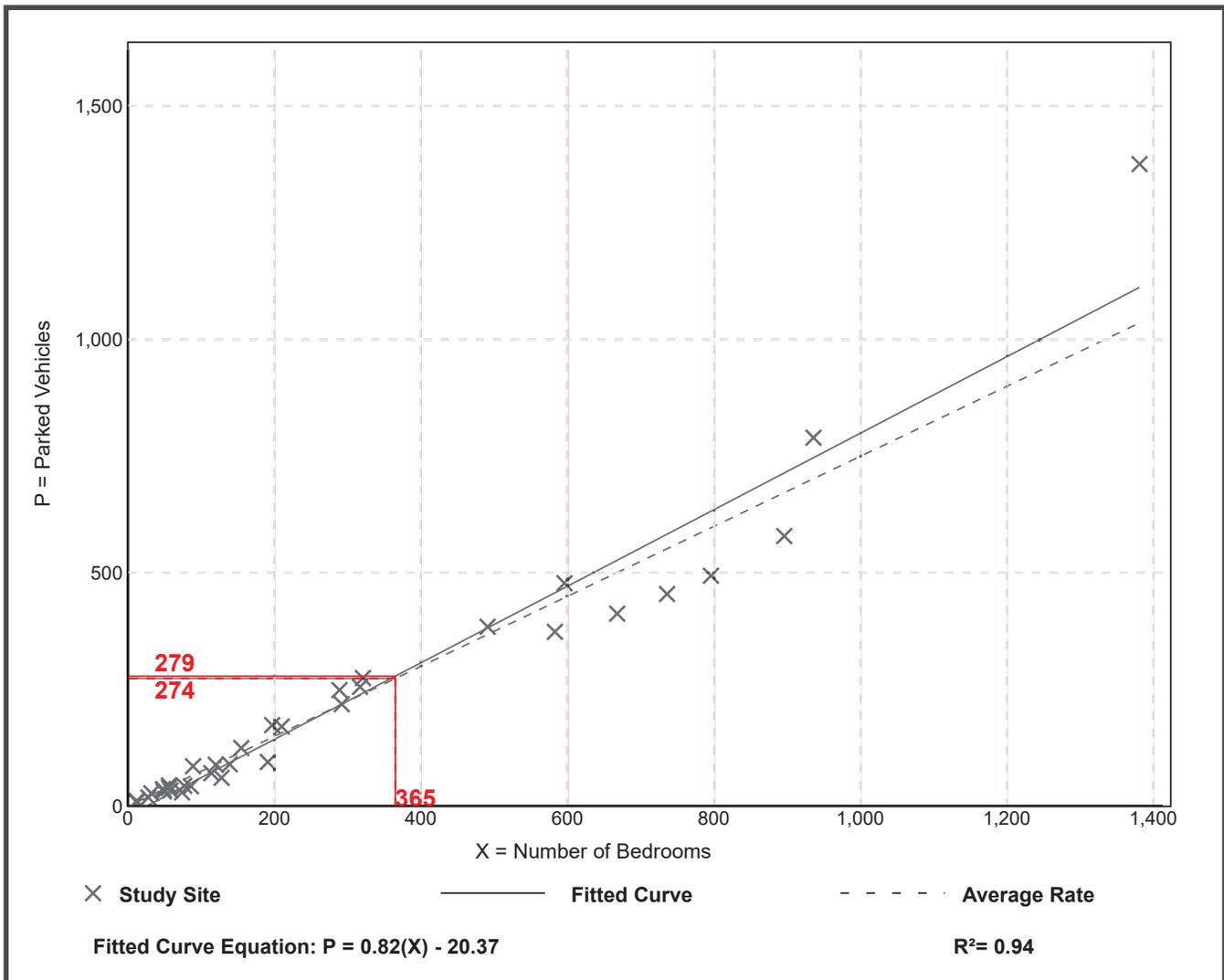
Multifamily Housing (Mid-Rise) (221)

Peak Period Parking Demand vs: **Bedrooms**
 On a: **Weekday (Monday - Friday)**
 Setting/Location: **General Urban/Suburban (no nearby rail transit)**
 Peak Period of Parking Demand: **10:00 p.m. - 5:00 a.m.**
 Number of Studies: 35
 Avg. Num. of Bedrooms: 294

Peak Period Parking Demand per Bedroom

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.75	0.41 - 1.00	0.65 / 0.87	0.70 - 0.80	0.15 (20%)

Data Plot and Equation



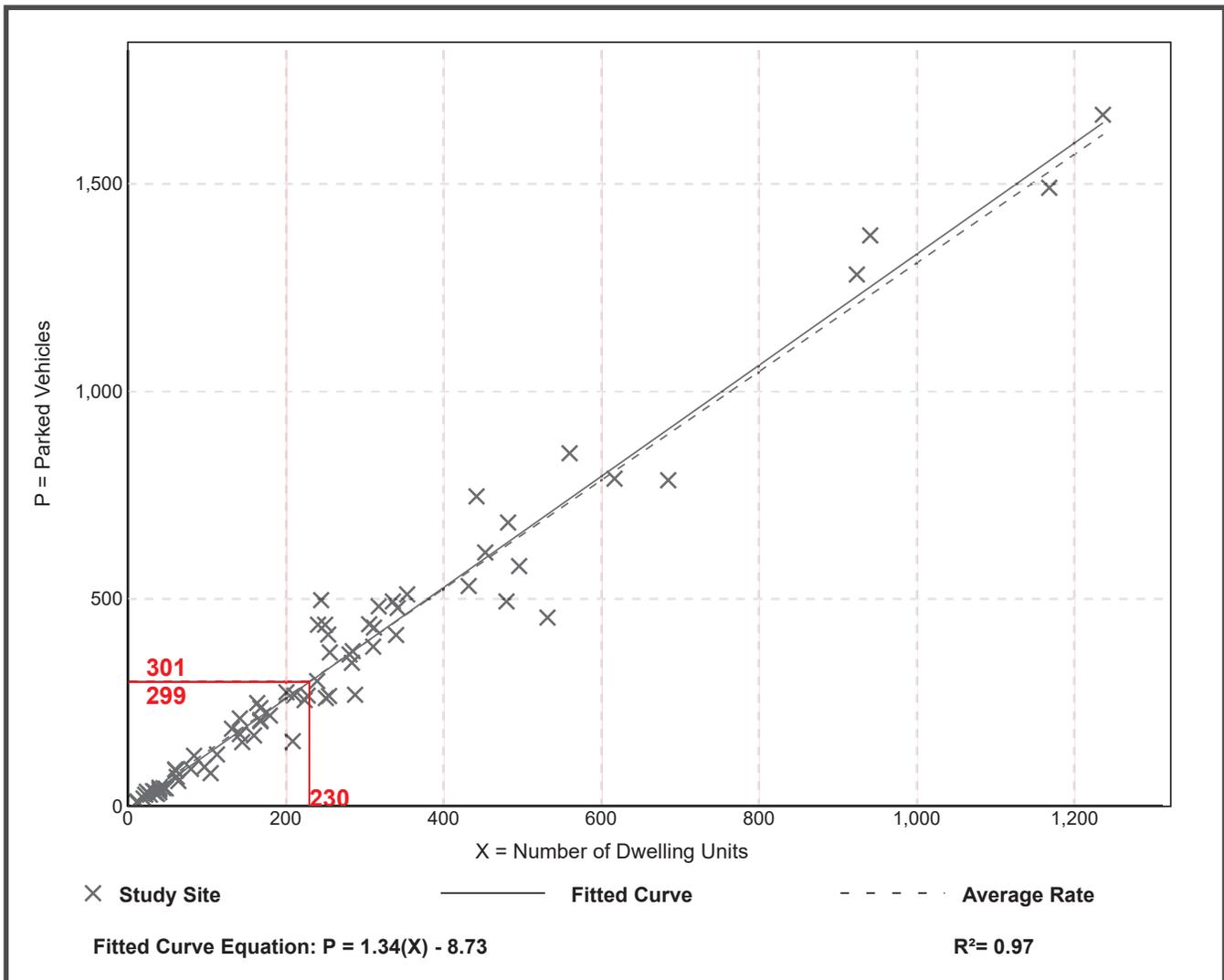
Multifamily Housing (Mid-Rise) (221)

Peak Period Parking Demand vs: **Dwelling Units**
 On a: **Weekday (Monday - Friday)**
 Setting/Location: **General Urban/Suburban (no nearby rail transit)**
 Peak Period of Parking Demand: **10:00 p.m. - 5:00 a.m.**
 Number of Studies: 73
 Avg. Num. of Dwelling Units: 261

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.31	0.75 - 2.03	1.13 / 1.47	1.26 - 1.36	0.22 (17%)

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

Peak Period Parking Demand vs: **Occupied Dwelling Units**

On a: **Weekday (Monday - Friday)**

Setting/Location: **General Urban/Suburban (no nearby rail transit)**

Peak Period of Parking Demand: **10:00 p.m. - 5:00 a.m.**

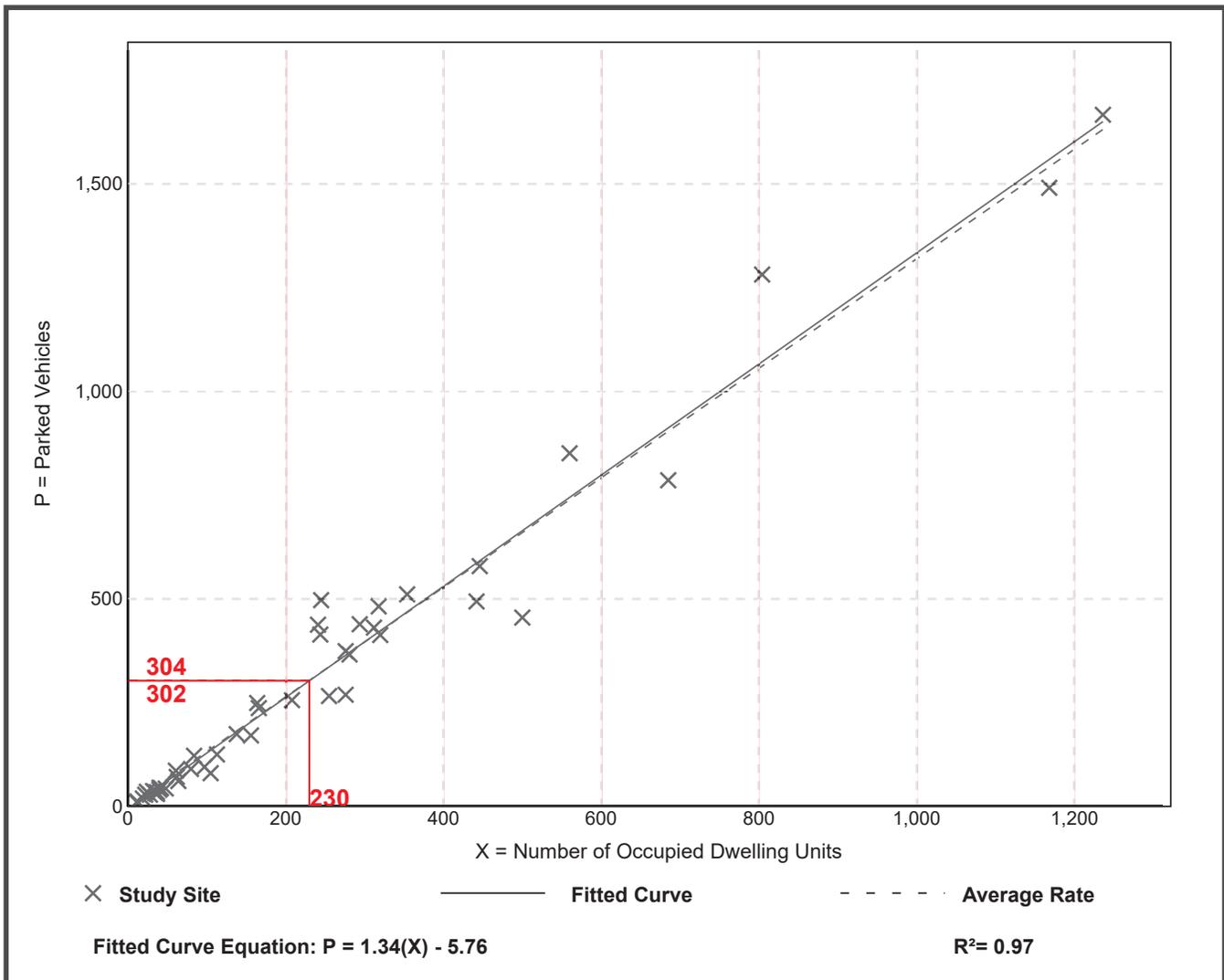
Number of Studies: 48

Avg. Num. of Occupied Dwelling Units: 234

Peak Period Parking Demand per Occupied Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.32	0.75 - 2.03	1.04 / 1.51	1.25 - 1.39	0.24 (18%)

Data Plot and Equation





December 18, 2020

Dr. Juan F. Ortega, PE
JFO Group Inc.
6671 W Indiantown Road, Suite 50-324
Jupiter, FL 33458

**Department of Engineering
and Public Works**

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

**RE: Golden Road
Project #: 201201
Traffic Performance Standards Review**

Dear Dr. Ortega:

The Palm Beach County Traffic Division has reviewed the **Golden Road** Traffic Impact Statement, revised December 7, 2020, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

Municipality:	Lake Worth Beach
Location:	North side of 10 th Avenue, west of Boutwell Road
PCN:	38-43-44-20-01-026-0010 (additional PCNs in file)
Access:	One full access driveway connection onto 10 th Avenue <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Vacant
Proposed Uses:	Mid-rise Multi-Family Residential = 230 DU
New Daily Trips:	1,251
New Peak Hour Trips:	83 (22/61) AM; 101 (62/39) PM
Build-out:	December 31, 2025

County Administrator

Verdenia C. Baker

Based on the review, the Traffic Division has determined that the proposed development **meets** the Traffic Performance Standards of Palm Beach County.

The followings should be addressed for site access:

1. The driveway location is not shown correctly. The minimum separation between the existing driveway to the west and new driveway will be 150' not 125'.
2. The very minimum turnaround for not admitted vehicles should accommodate SU-30 type of vehicles as Amazon Prime, UPS or FedEx. Shown entrance will not provide sufficient turnaround width.
3. Please label R/W dedication width. Note 10th Avenue N is being updated to 110 foot ROW on the TIM, so half of that width must be dedicated from the centerline of the road.
4. The drawing shows bus shelter on the site- will buses be entering the development?
5. Proposed modifications to 10th Avenue must be shown.

*"An Equal Opportunity
Affirmative Action Employer"*



Dr. Juan F. Ortega, PE
December 18, 2020
Page 2

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Harane Akif".

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

QB:HA:jc

cc: Addressee

Erin Fitzhugh Sita, AICP, Assistant Director-Planning, Zoning, & Preservation Community
Sustainability Department, City of Lake Worth Beach
Harane Akif, E.I., Project Coordinator II, Traffic Division
Bogdan Piorkowski, P.E., Sr. Prof. Engineer, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: . General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HAMUNICIPALITIES\APPROVALS\2020\201201 - GOLDEN ROAD.DOCX

Sustainable Bonus Incentive Program



All development proposals seeking increased height above two stories, or additional FAR, as each may be allowed in a zoning district, shall submit this Sustainable Bonus Incentive Program Application. The application shall accompany the standard City of Lake Worth Universal Development Application for the development proposal.

Two hard copies and one electronic copy of the following materials are required in order for a Sustainable Bonus Incentive Program Application to be deemed complete and sufficient to present to the decision making board.

The Sustainable Bonus Incentive calculations are based on the gross square footage of the bonus height or intensity requested. The additional gross square footage amount is multiplied by \$5 per square foot ("Value Multiplier") in order to determine the value of the additional improvements to be provided for the project.

1. Please indicate whether the development proposal includes bonus height or bonus intensity:

a. Bonus Height

i. No. of Additional Stories: Bldg Type I-II (1 story) Bldg Type III-IV (2 stories) ("Bonus Height")

ii. Additional Gross Floor Area: 128,499 ("Bonus Area")

b. Bonus Intensity

i. Additional Floor Area Ratio: _____ ("Bonus Intensity")

ii. Additional Gross Floor Area: _____ ("Bonus Area")

2. Multiply the Bonus Area by the Value Multiplier to determine the value of required improvements.

a. 128499 square feet x \$5 = \$ 642,495x50% (FL Green Bldg Certification)
Bonus Area Value of Required Improvements

3. Indicate the type and value of the community benefit proposed to qualify for the Bonus Area:

a. On-Site Features and Improvements; Value: \$ 494,750

b. Off-Site Features and Improvements; Value: \$ _____

c. Fee In Lieu; Amount: \$ _____

4. Attach to this application a separate sheet with a detailed description of the proposed improvement and valuation of the same.



Community Benefits Requirement Calculation			
Community Benefit Requirement	128,499 SF x \$5.00/SF	\$642,495	Because project is residential in nature the per unit cost of the community benefit requirement could be broken down by dividing the overall community benefit dollar requirement by the number of units = \$642,495/230 units = \$2,793.45/unit
Additional Units	38 DUs over x 889.3sf avg unit = 33,793.4 x \$10sf	\$337,934	Number of units above the standard density, allowed through the Planned Development and Sustainable Bonus Program
Florida Green Building Certification Reduction (50%)	\$980,429 x 50% = \$490,214.5	\$490,215	The Applicant agrees to condition of approval to obtain Florida Green Building Certification by the time of CO for the project.
CATEGORY	COMMUNITY BENEFIT PROVIDED	\$ VALUE	NOTES
Public Amenity: 10th Avenue ROW dedication	Additional ROW along 10th Avenue North to address traffic concerns.	\$33,000	Please refer to the submitted appraisal report for details regarding the 14' ROW dedication.
Public Amenity: Sidewalk along 10th Avenue North	Meandering sidewalk along the 10th Avenue North ROW provides connectivity and alternative mobility options for pedestrians.	\$8,000	Cost estimate assumes \$35/LF with (5' wide, 4" thick sidewalk at 230LF).
Public Amenity: Pool & Deck Area	Community space provided through access to a community pool that is not required by the municipal code.	\$50,000	Based on a 2,699 square foot pool area.
Public Amenity: Cabana	Community space provided through access to a cabana that is not required by the municipal code.	\$151,250	Assumes a cabana size of 1,375 square feet and a cost per square foot of \$110 (1,375 SF x \$110/SF = \$151,250)
Public Amenity: Fitness Area	Community space provided through access to a fitness area that is not required by the municipal code.	\$202,500	Based on a 1,500 square feet Fitness Area at Clubhouse
School Bus Shelter	Community space provided through access to 10x15 feet shelter that is not required by the municipal code.	\$15,000	Bus shelter station
Dog Park	Community space provided through access to 2,400 SF that is not required by the municipal code.	\$10,000	Area to include seating area, water station, and lighting, landscape and shade trees,
Public Amenity: Tot Lot	Community space provided through access to a tot lot that is not required by the municipal code.	\$25,000	Based on a 964 square foot standard tot lot.
Total Sustainable Bonus Program Provided		\$494,750	
Total Sustainable Bonus Program Required		\$490,215	
Sustainable Bonus Program Surplus		\$4,536	

\$490,215

**GOLDEN ROAD APARTMENTS
Site Photos**



EAST – ADJACENT SURROUNDING SITE



EAST – ADJACENT SURROUNDING SITE



EAST – ADJACENT SURROUNDING SITE



EAST – ADJACENT



EAST - ADJACENT



SUBJECT SITE



SUBJECT SITE



SUBJECT SITE



SOUTH – ADJACENT SURROUNDING SITE



SOUTH – ADJACENT SURROUNDING SITE



SOUTH – ADJACENT



SOUTH – ADJACENT



SOUTH – ADJACENT



SOUTH – ADJACENT



SOUTH - VIEW



SOUTH - VIEW



SOUTH – VIEW



SOUTH – VIEW



SOUTH - VIEW



WEST - ADJACENT



WEST – ADJACENT



WEST – ADJACENT



WEST - ADJACENT



WEST - ADJACENT



WEST – VIEW



WEST – VIEW



WEST - VIEW



WEST - VIEW



WEST - VIEW



WEST - VIEW



CFN 20140418966
 OR BK 27154 PG 1661
 RECORDED 11/10/2014 15:57:03
 Palm Beach County, Florida
 ANT 10.00
 Doc Stamp 0.70
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1661 - 1662; (2pgs)

THIS INSTRUMENT PREPARED BY AND RETURN TO:
 WILL CALL 211
 Leslie Robert Evans, Esq.
 Leslie Robert Evans & Associates, P.A.
 214 Brazilian Avenue, Suite 200
 Palm Beach, Florida 33480
 Our File No.: 1861-105
 Property Appraisers Parcel Identification (Folio) Numbers: 00-43-44-20-01-004-0010

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 27th day of September, 2013 by LW10TH INC., A FLORIDA CORPORATION, herein called the grantor, to LAKE WORTH INVESTMENT GROUP LLC. A FLORIDA LIMITED LIABILITY COMPAMY whose post office address is 4005 NW 114TH AVENUE, SUITE 5, DORAL, FL 33178, hereinafter called the Grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

All that part of Tract 4 MODEL LAND CO. SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, recorded in Plat Book 5, Page 79, as described as follows:

Beginning at a point 20 feet North of the South line of said Tract 4 and 220 feet West of the East line of said Tract 4, said point being the Southwest corner of the property conveyed to J. Floyd Pollock and wife, and running thence North a distance of 168 feet along the West line of the land so conveyed to Pollock and the West line of the land conveyed to Clinton Noble and wife by Deed recorded in Deed Book 821, Page 1, Palm Beach County, Florida records, to the Northwest corner of the land so conveyed to said Noble; thence running West on a line parallel to the South line of said Tract 4, a distance of 100 feet; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to the North line of roadway; thence East along the North line of said roadway, a distance of 100 feet to the Point of Beginning, less and excepting the West 9 feet thereof, using the East 9 feet of the property conveyed to Joseph Kanfoush and Rita M. Kanfoush, his wife by Deed recorded in Official Record Book 2857, Page 1123, together with an easement over the 20 foot roadway running along the South line of Tract 4 to the county road.

Subject to easements, restrictions and reservations of record and to taxes for the year 2014 and thereafter.

THIS DEED IS BEING EXECUTED AND DELIVERED AS TO A PARCEL THAT WAS TO BE INCLUDED IN THE LEGAL DESCRIPTION OF THAT CERTAIN DEED RECORDED OCTOBER 1, 2013 IN OFFICIAL RECORD BOOK 26358, PAGE 1677, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA - THEREFORE, DOCUMENTARY STAMPS FOR THE CONVEYANCE WERE PAID IN FULL.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **TO HAVE AND TO HOLD**, the same in fee simple forever.

WARRANTY DEED

PAGE TWO

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
 Witness #1 Signature

NAHICA RAMOS
 Witness #1 Printed Name

[Signature]
 Witness #2 Signature

C.M. Hilgendorf
 Witness #2 Printed Name

LW10TH INC., A FLORIDA CORPORATION
[Signature]
 LESLIE R. EVANS, PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

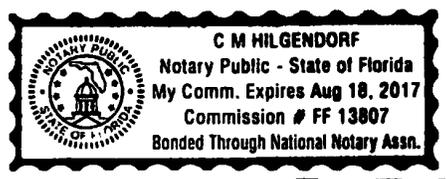
The foregoing instrument was acknowledged before me this 7th day of NOV ~~October~~, 2014 by LESLIE R. EVANS, PRESIDENT of LW10TH INC., A FLORIDA CORPORATION on behalf of the corporation. He is personally known to me or has produced _____ as identification.

SEAL

[Signature]
 Notary Signature
 C.M. Hilgendorf

 Printed Notary Signature

My Commission Expires:





PREPARED BY AND RETURN TO:
WILL CALL BOX NO. 211
 Leslie Robert Evans & Associates, P.A.
 214 Brazilian Avenue, Suite 200
 Palm Beach, Florida 33480
 Our File No.: 1861-105

CFN 20130431085
 OR BK 26358 PG 1677
 RECORDED 10/01/2013 14:15:42
 Palm Beach County, Florida
 AMT 925,000.00
 Doc Stamp 6,475.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1677 - 1681; (5pgs)

Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is \$925,000.00. Florida Documentary Stamps in the amount of \$6,475.00 have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 21st day of **September, 2013**, by

LW10TH INC., A FLORIDA CORPORATION, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose post office address is: **4005 NW 114th Avenue, Suite 5, Doral, Florida, 33178**, hereinafter called the Grantee:

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

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.



PREPARED BY AND RETURN TO:
WILL CALL BOX NO. 211
Leslie Robert Evans & Associates, P.A.
214 Brazilian Avenue, Suite 200
Palm Beach, Florida 33480
Our File No.: **1861-105**

CFN 20130431085
OR BK 26358 PG 1677
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(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran
 Witness #1 Signature

Lorraine M. Corcoran
 Witness #1 Printed Name

Cardice L. Gordon
 Witness #2 Signature

Cardice L. Gordon
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: *Leslie R. Evans*
 Leslie R. Evans, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who () is personally known to me or who () has produced _____ as identification.

SEAL

My Commission Expires:

Certified
 COPY

Lorraine M. Corcoran
 Notary Public



Exhibit "A"

LEGAL DESCRIPTION

PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 220 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.

PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.

PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.

PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.

PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.

AND

PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):

A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy



PREPARED BY AND RETURN TO:
WILL CALL BOX NO. 211
Leslie Robert Evans & Associates, P.A.
214 Brazilian Avenue, Suite 200
Palm Beach, Florida 33480
Our File No.: **1861-105**

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Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1677 - 1681; (5pgs)

Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is **\$925,000.00**. Florida Documentary Stamps in the amount of **\$6,475.00** have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 21st day of September, 2013, by

LW10TH INC., A FLORIDA CORPORATION, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose post office address is: **4005 NW 114th Avenue, Suite 5, Doral, Florida, 33178**, hereinafter called the Grantee:

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

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran
 Witness #1 Signature

Lorraine M. Corcoran
 Witness #1 Printed Name

Cardice L. Gordon
 Witness #2 Signature

Cardice L. Gordon
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: *Leslie R. Evans*
 Leslie R. Evans, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who () is personally known to me or who () has produced _____ as identification.

SEAL

My Commission Expires:

Certified COPY

Lorraine M. Corcoran
 Notary Public



Exhibit "A"

LEGAL DESCRIPTION

PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 220 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.

PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.

PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.

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PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.

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This is not a certified copy



PREPARED BY AND RETURN TO:
WILL CALL BOX NO. 211
Leslie Robert Evans & Associates, P.A.
214 Brazilian Avenue, Suite 200
Palm Beach, Florida 33480
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SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.

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

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IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran
 Witness #1 Signature

Lorraine M. Corcoran
 Witness #1 Printed Name

Cardice L. Gordon
 Witness #2 Signature

Cardice L. Gordon
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: *Leslie R. Evans*
 Leslie R. Evans, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who () is personally known to me or who () has produced _____ as identification.

SEAL

My Commission Expires:

Certified COPY

Lorraine M. Corcoran
 Notary Public



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LESS the East 220 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.

PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.

PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.

PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.

PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.

AND

PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):

A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy



PREPARED BY AND RETURN TO:
WILL CALL BOX NO. 211
Leslie Robert Evans & Associates, P.A.
214 Brazilian Avenue, Suite 200
Palm Beach, Florida 33480
Our File No.: **1861-105**

CFN 20130431085
OR BK 26358 PG 1677
RECORDED 10/01/2013 14:15:42
Palm Beach County, Florida
AMT 925,000.00
Doc Stamp 6,475.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1677 - 1681; (5pgs)

Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is **\$925,000.00**. Florida Documentary Stamps in the amount of **\$6,475.00** have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 21st day of September, 2013, by

LW10TH INC., A FLORIDA CORPORATION, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose post office address is: **4005 NW 114th Avenue, Suite 5, Doral, Florida, 33178**, hereinafter called the Grantee:

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

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran
 Witness #1 Signature

Lorraine M. Corcoran
 Witness #1 Printed Name

Cardice L. Gordon
 Witness #2 Signature

Cardice L. Gordon
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: *Leslie R. Evans*
 Leslie R. Evans, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who () is personally known to me or who () has produced _____ as identification.

SEAL

My Commission Expires:

Certified COPY

Lorraine M. Corcoran
 Notary Public

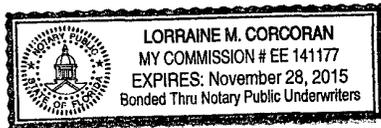


Exhibit "A"

LEGAL DESCRIPTION

PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 220 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

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Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.

PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.

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AND

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A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy



PREPARED BY AND RETURN TO:
WILL CALL BOX NO. 211
 Leslie Robert Evans & Associates, P.A.
 214 Brazilian Avenue, Suite 200
 Palm Beach, Florida 33480
 Our File No.: **1861-105**

CFN 20130431085
 OR BK 26358 PG 1677
 RECORDED 10/01/2013 14:15:42
 Palm Beach County, Florida
 AMT 925,000.00
 Doc Stamp 6,475.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1677 - 1681; (5pgs)

Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is **\$925,000.00**. Florida Documentary Stamps in the amount of **\$6,475.00** have been paid hereon.

 SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 21st day of September, 2013, by

LW10TH INC., A FLORIDA CORPORATION, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY, whose post office address is: **4005 NW 114th Avenue, Suite 5, Doral, Florida, 33178**, hereinafter called the Grantee:

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

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran
 Witness #1 Signature

Lorraine M. Corcoran
 Witness #1 Printed Name

Cardice L. Gordon
 Witness #2 Signature

Cardice L. Gordon
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: Leslie R. Evans
 Leslie R. Evans, President

STATE OF FLORIDA

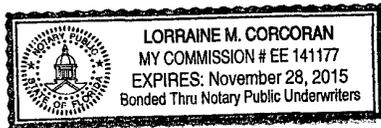
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who () is personally known to me or who () has produced _____ as identification.

SEAL

My Commission Expires:

Lorraine M. Corcoran
 Notary Public



Certified COPY

Exhibit "A"

LEGAL DESCRIPTION

PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):

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AND

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This is not a certified copy

Attachment D: Site Photos



West view of subject site



Southwest view of subject site



North view of subject site



West view of subject site

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: City Attorney

TITLE:

Resolution 23-2021 – issuing a notice of intent to adopt a temporary moratorium on accepting development applications under the Sustainable Bonus Program

SUMMARY:

This resolution proposes a zoning-in-progress notice to address the City Commission's concerns regarding the Sustainable Bonus Program. If approved, the resolution directs the Department of Community Sustainability to prepare a temporary moratorium ordinance to be reviewed by the City's Planning and Zoning Board and Historic Resource Preservation Board to then be scheduled for consideration and a public hearing before the City Commission.

BACKGROUND AND JUSTIFICATION:

At a recent City Commission meeting and work session, the City Commission expressed a concern over the height, intensity and/or density bonuses offered under the City's Sustainable Bonus Program ("Program"), which is applied to any and all projects over two stories anywhere within the City. While the Program has been very successful in bringing new development to the City, the concern is whether the sustainable bonuses offered represent the best means to achieve the Program's purpose and whether changes need to be made to the Program to ensure and promote the public health, safety and welfare and sustainable planning throughout the City.

If this resolution is approved, the City's Planning and Zoning Board and Historic Resources Preservation Board will consider a temporary moratorium ordinance on the Program. The temporary moratorium ordinance will then be presented to the City Commission for its consideration and a public hearing. This resolution does not guarantee that such a moratorium will be adopted by the City Commission; however, it is necessary to allow for the Commission to consider the Program in more detail while maintaining the status quo of all other Land Development Regulations

MOTION:

Move to approve/disapprove Resolution 23-2021 – issuing a notice of intent to adopt a temporary moratorium on accepting development applications under the Sustainable Bonus Program

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Resolution 23-2021

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RESOLUTION NO. 23-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ISSUING A NOTICE OF INTENT TO ADOPT A MORATORIUM ON ACCEPTING DEVELOPMENT APPLICATIONS SEEKING HEIGHT, INTENSITY, AND/OR DENSITY BONUSES UNDER THE SUSTAINABLE BONUS PROGRAM; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE OF SUCH APPLICATIONS; DIRECTING THE DEPARTMENT OF COMMUNITY SUSTAINABILITY TO PREPARE A TEMPORARY MORATORIUM ORDINANCE FOR REVIEW BY THE PLANNING AND ZONING BOARD AND SCHEDULING THE SAME FOR THE CITY COMMISSION’S CONSIDERATION AND PUBLIC HEARING THEREAFTER; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, Section 23.2-33 of the City’s Land Development Regulations provides for the City of Lake Worth Beach Sustainable Bonus Program (“Program”), which offers an opportunity for development projects within all zoning districts to attain an option for increased height, intensity, and/or density in exchange for the incorporation of sustainable design features, community-based improvements and overall design excellence as part of a project proposal; and

WHEREAS, the stated purpose of the Program is to encourage the incorporation of sustainable design and development principles within new development and redevelopment projects to foster a more sustainable, economically vibrant, diverse community with an emphasis on high quality design and appreciation of the city’s unique cultural, architectural, historical and natural resources; and

WHEREAS, the Program has been very successful and has been the catalyst for many new developments in the City and applies to any and all development projects over two stories; and

WHEREAS, the City Commission desires to review the Program and reevaluate whether the sustainable bonuses it offers represent the best means to achieve the Program’s purpose and whether changes need to be made to the Program to ensure and promote the public health, safety and welfare and sustainable planning throughout the City; and

WHEREAS, it is proper and appropriate for the City to provide for a comprehensive review of the Program, as set out in City Code Section 23.2-33, to determine whether the program should be modified or eliminated in order to better serve the public health, safety and welfare of the community as a whole; and

47 WHEREAS, in conjunction with such review, it is also appropriate to provide certain
48 restrictions and prohibitions with regard to accepting development applications seeking
49 to obtain the sustainable bonuses under study, due to the potential detrimental impact
50 upon the existing neighborhoods and sustainable planning throughout the City; and

51
52 WHEREAS, consistent with the current authorizations set forth in the City's Land
53 Development Regulations, the City's Planning and Zoning Board and Historic Resources
54 Preservation Board have authority to consider a moratorium on the Program; and

55
56 WHEREAS, to ensure the City is able to conduct a thorough review of the Program
57 and its impacts upon existing neighborhoods and sustainable planning, this resolution is
58 necessary in order for a moratorium ordinance to be prepared, reviewed by the Planning
59 and Zoning Board and Historic Resources Preservation Board, and then scheduled
60 before the City Commission for consideration and a public hearing; and

61
62 WHEREAS, the City Commission has determined that this resolution shall be
63 construed and interpreted as a zoning in progress notice for the Program; and

64
65 WHEREAS, the City Commission has determined that this resolution serves to
66 protect the health, safety and welfare of the City and serves a valid public purpose.

67
68 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE
69 WORTH BEACH, FLORIDA, that:

70
71 SECTION 1: The foregoing recitals are incorporated into this resolution as true and
72 correct statements and specific findings of the City.

73
74 SECTION 2: The City Commission hereby declares its intent to adopt a moratorium on
75 the acceptance of new development applications seeking height, intensity, and/or density
76 bonuses under the Sustainable Bonus Program.

77
78 SECTION 3: In accordance with this notice of intent to adopt a moratorium on the
79 acceptance of new development applications seeking height, intensity, and/or density
80 bonuses under the Sustainable Bonus Program, staff is hereby directed that, as of the
81 date this resolution is adopted, no such permit applications under the Program shall be
82 accepted.

83
84 SECTION 4: The Department of Community Sustainability is hereby directed to prepare
85 a temporary moratorium ordinance for the Planning and Zoning Board to review and to
86 schedule the same for consideration and a public hearing before the City Commission. If
87 the moratorium is adopted by the City Commission, it shall supersede this resolution,
88 which shall no longer have force and effect. If the moratorium is not adopted, this
89 resolution shall terminate upon vote of the City Commission.

90
91 SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby
92 repealed.

93

94 SECTION 6: If any provision of this resolution or the application thereof to any person
95 or circumstances is held invalid, the invalidity shall not affect other provisions or
96 applications of this resolution which can be given effect without the invalid provision or
97 application and to this end the provisions of this resolution are declared severable.

98

99 SECTION 7: This resolution shall become effective upon adoption.

100

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

104

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

110

111 The Mayor thereupon declared this resolution duly passed and adopted on the 4th
112 day of May, 2021.

113

LAKE WORTH BEACH CITY COMMISSION

114

115

116

By: _____
Betty Resch, Mayor

117

118

119 ATTEST:

120

121

122

123 _____
Deborah M. Andrea, CMC, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Public Works

TITLE:

Agreement with Triple M Roofing for the PBC Fire Rescue Station #2 Roof Replacement Project

SUMMARY:

The Agreement with Triple M Roofing authorizes the contractor to perform roof replacement construction work at PBC Fire Station #2 at a cost not to exceed \$185,500.00.

BACKGROUND AND JUSTIFICATION:

PBC Fire Station #2 located at 1229 Detroit Street is a City owned facility that is leased by Palm Beach County Fire Rescue for public safety operations. The facility's roof system has been experiencing frequent rainwater leaks inside the building which have been repaired by contractors and staff over the last 5 years. The roof was evaluated in 2019 by a professional roofing consultant, Knopf Roofing Consultants, and determined that a full roof replacement was necessary to ensure the building roof envelope is sound and potential for mold growth is eliminated. The City issued Invitation for Bid #21-203 for the Roof Replacement Project and on March 11, 2021 received a total of six (6) proposals from qualified contractors. After review of the bids by the Purchasing Division, Public Works Department and Knopf (roofing consultant), Triple M Roofing was selected as the lowest most responsive and responsible bidder. The Agreement with Triple M Roofing would authorize the contractor to construct the roofing improvements at a cost not to exceed \$185,500.00. The project is being funded by Sales Tax funds.

MOTION:

Move to approve/disapprove the Agreement with Triple M Roofing at a cost not to exceed \$185,500.00

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement Triple M Roofing

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	185,500	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	185,500	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
301-4010-522-63-00	Improve other than Build	GV2107	242,500.00	242,500.00	N/A	\$185,500	\$57,000

CITY OF LAKE WORTH BEACH, FLORIDA



**CITY OF LAKE WORTH BEACH
Fire Station No. 2 Re-Roof
IFB #21-203**

February 2021

**CITY OF LAKE WORTH BEACH
PUBLIC WORKS DEPARTMENT
1749 3rd Avenue South
Lake Worth, FL 33460**

**KNOFF & ASSOCIATES, INC.
3965 Investment Lane
Suite A-9
Riviera Beach, Florida 33404**

PROJECT: Fire Station No. 2 Re-Roof
 SOLICITATION NO. IFB 21-203

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00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year 2021, by and between the City of Lake Worth Beach (hereinafter called Owner) and **Triple M Roofing Corp.** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Re-Roof of Fire Station No. 2, and all else necessary for a complete and functional project that meet or exceeds all requirements of the City of Lake Worth Beach Public Works Department.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: Fire Station No. 2 Re-Roof.

ARTICLE 2. ENGINEER

The Project has been designed by Knopf & Associates, Inc., 3965 Investment Lane, A9 Riviera Beach, FL 33404, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed within 90 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 120 days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.3 LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred and 00/100 dollars (\$ 500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five

Hundred and 00/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4. CONTRACT PRICE.

4.1 Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

A. For all Work other than Unit Price Work, a lump sum of: \$_____.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

TOTAL OF ALL UNIT PRICES One Hundred Eighty Five Thousand and Five Hundred Dollars (\$185,500.00)

which is based on the unit price(s) in the Bid Form Unit Price Schedule.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

100% of Work completed.

100% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in the General Conditions).

- 5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 98% of the Contract Price, less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, and settlement of all claims, including liquidated damages, if any, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

ARTICLE 6. INTEREST.

6.1 All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at the rate of 1 percent per month in accordance with section 218.735, Florida Statutes, as amended from time to time.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent to the Site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.7 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7.8 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.9 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.10 Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

7.11 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.12 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

8.1 This Agreement consisting of 11 pages.

8.2 Exhibits to this Agreement identified as:

- a. The Project Manual (pages 1 to 205, inclusive);
- b. Contractor's Bid (page 00300-5, inclusive);
- c. Permits (pages _____ to _____, inclusive);
- d. Other: _____

8.3 Performance Bond and Payment Bond consisting of 3 pages (plus Power of Attorney Forms as applicable).

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 72 pages.

8.6 Supplementary Conditions consisting of 6 pages.

8.7 Bid documents as listed in the table of contents of the Project Manual.

8.8 Specifications consisting of 63 pages.

8.9 Drawings not attached hereto but are listed in Section 00860 List of Drawings.

8.10 Addenda numbers 1 to 1, inclusive.

8.11 Contractor's Bid consisting of _____ page.

8.12 Documentation submitted by Contractor prior to Notice of Award.

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

8.14 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.15 Any other document attached hereto or incorporated herein by the Owner.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Governing Order of Contract Documents - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details
9. City Standard Details
10. Drawings/Plans

11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

ARTICLE 9. MISCELLANEOUS.

9.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment.* Unless expressly agreed to elsewhere in the Contract documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and assigns.* Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Public entity crimes.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

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

9.7 *Waiver*. Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 *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 THE CONTRACT DOCUMENTS.

9.9 *Independent Contractor*. The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 *Access and audits*. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 *Preparation*. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 *Public Records Law*. Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records required by the Owner to perform the service.
- b) Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.
- d) Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the contract, 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 Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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 OR DESIGNEE AT: ATTENTION DEBBIE ANDREA, (561) 586-1660 OR DANDREA@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

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

9.14 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.17 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect,

consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

9.20 *E-Verify.* Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all CONTRACTORs (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 Contractors' newly hired employees;

b. Secure an affidavit from all CONTRACTORs (providing services or receiving funding under this Agreement) stating that the CONTRACTOR does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

c. Maintain copies of all CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;

d. Comply fully, and ensure all CONTRACTORs comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the 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.

9.21 *Scrutinized Companies.* 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.

- a) 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.

- b) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c) 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.
- d) 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.
- e) 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.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four parts. Two counterparts have been delivered to Owner, and one counterpart each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

TRIPLE M ROOFING CORP.

By: [Signature]

Print Name: THOMAS J. MILANESE

Title: PRESIDENT

[Corporate Seal]

STATE OF Florida)
COUNTY OF BROWARD)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 12 day of APRIL 2021, by THOMAS J. MILANESE as the PRESIDENT [title] of TRIPLE M ROOFING CORP. [vendor's name] a [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



[Signature]

Notary Public Signature

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Electric Utility

TITLE:

Resolution No. 22-2021 – Budget Amendment for FY 2021 for the Electric Utility to replenish its Vegetation Management account with \$350,000

SUMMARY:

Resolution No. 22-2021 amends the Fiscal Year 2021 Electric Utility budget and appropriates \$350,000 from the electric utility fund balance to replenish the department's Vegetation Management account.

BACKGROUND AND JUSTIFICATION:

A budget transfer in the amount of \$350,000 was completed on November 20, 2020 from the Vegetation Management Account 401-6034-531-34-10 to fund both of the bulleted activities below.

- Between July 28, 2020 and August 5, 2020, Tropical Storm Isaias impacted the City of Lake Worth Beach resulting in power outages which required emergency work performed by L.E. Meyers. An invoice from L.E. Meyers for this work was not received until after the close of the 2020 fiscal year, hence the need to fund the work from the FY2021 budget.
- On November 17, 2020, the City Commission approved an agenda item for Work Order No. 5 to the L.E. Meyers Co. for repairs on the Electric Distribution system. The need for repairs were determined during infrared inspections of critical system components.

This budget amendment request is to replenish the Vegetation Management account to continue scheduled vegetation management services for the remainder of FY 2021.

The attached budget transfer for \$350,00 was done on November 2, 2020 and serves as the supporting document for funds transferred from the Vegetation Management account to fund the work described above.

MOTION:

Move to approve/disapprove Resolution No. 22-2021 – 1st Budget Amendment for FY 2021 Electric Utility to replenish \$350,000 to the department's Vegetation Management account from the Electric Utility fund balance.

ATTACHMENT(S):

Fiscal Impact Analysis
Budget Transfer
Resolution No. 22-2021

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$350,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$350,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Estimated Current Fund Balance	Agenda Expenditure	Balance
401-0000-395-00-00	Use of Funds Balance	N/A	N/A	\$3,300,000	\$350,000	\$2,950,000



BUDGET TRANSFER REQUEST

(replaces Budget Appropriation Form)

Accounting Period:	Accounting Month/Year:	Journal Entry:
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DEPARTMENT:	DATE:
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FROM ACCOUNT # (Note 1)	ACCOUNT DESCRIPTION	AMOUNT
401-6034-531-34.10	Contractual Services / Maintenance	350000

TO ACCOUNT # (Note 1)	ACCOUNT DESCRIPTION	AMOUNT
401-6034-531-31.90	Professional Services / Other	350000

Explanation required:
 Budget transfer request to repair items identified in the Infrared Inspection Report (IR). Funds on the Davey Tree PO, Acct#401-6034-531-34.10 to be funded during the next budget amendment.

REQUESTED BY (Originator)	<i>Title</i>	<i>Telephone Ext.</i>
<i>Print Name:</i> Paul Nicholas	Eng. Mgr. Special Proj.	7353

Signature: Paul Nicholas Digitally signed by Paul Nicholas
Date: 2020.11.19 14:50:38 -05'00'

APPROVED BY DEPARTMENT DIRECTOR	<i>Title</i>	<i>Telephone Ext.</i>
<i>Print Name:</i> W Gill	Asst Dir Elect / T&D	1706

Signature:  Digitally signed by Walter Gill
Date: 2020.11.19 14:53:07 -05'00'

*** * * * FINANCE USE ONLY * * * ***

FINANCE APPROVED	<i>Name</i>	<i>Date</i>
Signature:		

FINANCE POSTED	<i>Name</i>	<i>Date</i>
Signature:		

Note 1: Account Master AAA-BBCC-DDD.EE.FF
 AAA and BB need to agree in "From Account #" and "To Account #" box

Attach supporting documentation (i.e. resolution, ordinance, minutes, etc.).

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RESOLUTION NO. 22-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE BUDGET AMENDMENT AND CORRESPONDING APPROPRIATIONS FOR THE NECESSARY OPERATING EXPENSES OF THE ELECTRIC UTILITY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously adopted the Fiscal Year (FY) 2021 Annual Operating Budget pursuant to Resolution No. 37-2020 on September 24, 2020; and

WHEREAS, the City finds it necessary and essential to amend the FY 2021 Electric Utility Annual Operating Budget as set forth in this resolution; in the amount of \$350,000 to replenish funds used from the vegetation management account for restoration of electrical services during Tropical Storm Isaiah and maintenance of the electrical distribution system; and

WHEREAS, adoption of the FY 2021 Electric Utility Annual Operating Budget amendment set forth herein serves a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves and appropriates budget amendment to the Electrical Utility budget in the amount of \$350,000 for the purpose of replenishing the Vegetation Management account to continue scheduled vegetation services for FY 2021.

SECTION 2: Upon execution of the resolution, a budget transfer in the amount of \$350,000 will be done from the Electric Utility available fund balance to the operating vegetation management account for the purpose of continuing scheduled vegetation services.

SECTION 3: This resolution shall become effective upon adoption.

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

41 Mayor Betty Resch
42 Vice Mayor Herman Robinson
43 Commissioner Sarah Malega
44 Commissioner Christopher McVoy
45 Commissioner Kimberly Stokes
46

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

49 LAKE WORTH BEACH CITY COMMISSION
50

51
52 By: _____
53 Betty Resch, Mayor
54

55 ATTEST:
56
57
58 _____
59 Deborah M. Andrea, CMC, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Water Utilities

TITLE:

Work Order No. 5 with Globaltech, Inc. for Design-Build services for Water Treatment Plant Flash Mixer Improvements

SUMMARY:

This Work Order No. 5 authorizes Globaltech to provide Design-Build services for the Water Treatment Plant Flash Mixer Improvements project in the amount of \$563,912.58.

BACKGROUND AND JUSTIFICATION:

This project includes various design and construction improvements to the Water Treatment Plant Flash Mixer basin and other treatment components of the water system. The Flash Mixer basin was built in the 1950s to mix lime, coagulant and chlorine to the raw water and is in dire need of structural repair. If one of the walls collapses it will put the whole lime softening portion of the water plant out of service, which would be hugely detrimental as this plant provides 60% of the water to the City. Currently there is no redundancy so the mixer can only be taken out of service for limited periods of time. This project will add a bypass piping line so that necessary repairs can be made to the Flash Mixer. This project also includes adding a sump pump to the flowmeter vault on the western raw watermain that is upstream of the Flash Mixer, as well as a new transmitter on this flowmeter so that this line can be put in service and the flowmeter operate as required to determine appropriate chemical dosing in the Flash Mixer. Another component of this project includes installation of a control valve on the degasified membrane permeate pipeline to prevent siphoning and maintain controlled flow for chemical dosing and tracking.

Work Order No. 5 authorizes Globaltech to complete design, permitting and construction services for the Water Treatment Plant Flash Mixer Improvements project as part of the RFQ 17-304 Design-Build Contract.

MOTION:

Move to approve/disapprove Work Order No. 5 with Globaltech, Inc. for Design-Build services for Water Treatment Plant Flash Mixer Improvements in the amount of \$563,912.58.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order No. 5

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$563,912.58	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$563,912.58	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
422-7022-533.63-00	Water Treatment Capital	WT2103	\$563,912.58	\$0	\$563,912.58	\$0

**DESIGN-BUILD FOR WATER SYSTEM GROUND STORAGE TANKS
AND RELATED IMPROVEMENTS
WORK ORDER NO. 5**

THIS WORK ORDER FOR CONSTRUCTION SERVICES ("Work Order" hereafter) is made on the ____ day of _____, 2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Globaltech, Inc.**, a Florida corporation ("Contractor" hereafter).

1.0 Project Description:

The City desires the Contractor to provide design-build services and work as identified herein related to the rapid mix basin improvements, permeate piping improvements, and west raw water flow meter improvements at the Water Treatment Plant (WTP). The Project is more generally described as **Flash Mixer Improvements** (the "Project").

2.0 Scope

Under this Work Order, the Contractor will provide the City with design-build services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as "Exhibit 1" Scope of Services and "Exhibit 2" Cost Breakdown.**

3.0 Schedule and Liquidated Damages

Substantial completion of all services and work under this Work Order shall be within **300 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items, if any) under this Work Order shall be within **345 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile, or other delivery forms as documented by the City. Substantial completion occurs when the services and work have progressed to the point where, in the City's opinion, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) have been completed, and the Project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents and that the City will suffer financial loss if the services and work described in this Work Order. The Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City five hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

4.0 Compensation and Direct Purchases

This Work Order is issued for a lump sum, not to exceed the amount of \$563,912.58 (Five Hundred Sixty-Three Thousand, Nine Hundred Twelve Dollars, and Fifty-Eight Cents). The attached Exhibit 2 identifies all costs and expenses included in the lump sum, not to exceed the amount.

The following Direct Purchases are to be made under this Work Order by the City:

To be determined at the 30% design milestone.

5.0 Project Manager

The Project Manager for the Contractor is Tyler Davis, P.E., phone: 561-997-6433; e-mail: tdavis@globaltechdb.com and, the Project Manager for the City is Julie Parham phone: 561-586-1798; email: jparham@lakeworthbeachfl.gov.

6.0 Progress Meetings

The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary, but every 30 days as a minimum.

7.0 Contractor's Representations

In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Design-Build criteria, Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect the cost, progress, performance, or furnishing of the work.

7.2 Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, available soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise, may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the RFQ; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are deemed necessary by Contractor for such purposes unless specifically included in the Scope of Services.

7.3 Contractor has reviewed and checked all information and data shown or indicated in the Design-Build criteria and the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities prior to commencing work. If required, additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said Underground Facilities are deemed necessary by the Contractor in order to perform and furnish the work under the cost shall be included in the Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor will correlate the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors, or discrepancies discovered in the Contract Documents. The written resolution thereof by City or its designee is acceptable to the Contractor.

8.0 Warranty

The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the Project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. Suppose at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties, or the Contractor discovers any failure or breach of the Contractor's warranties. In that case, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach, to the extent possible, to avoid unnecessary disruptions to the operations of the City or its systems. If the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9.0 Authorization

This Work Order is issued pursuant to the Design-Build Contract for Water System Ground Storage Tanks and Related Improvements between the City of Lake Worth Beach and the Contractor, dated December 5, 2017 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the Contract's terms and conditions shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement to the Construction Services on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney
/mpa

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: Globaltech, Inc.

By: _____
Troy L. Lyn

[Corporate Seal]

Print Name: Troy L. Lyn, P.E.
Title: Executive Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of April, 2021 by Troy L. Lyn, as Executive Vice President (title), of Globaltech, Inc. a Florida Corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

422-7022-533.63-00



Rachael Stolpman
Print Name: Rachael Stolpman
My commission expires: June 7, 2021

"EXHIBIT 1"

Detailed Scope of Services Flash Mixer Improvements

1. Prepare engineering calculations, studies, drawings, and submittals as required to depict work and products, obtain building department permits, and prepare record drawings. Engineering services shall include the following:
 - a. Engineering project management activities to include project and progress meetings, permit applications, project correspondence, and status reports.
 - b. Issuance of purchase specifications and solicitation of vendor quotations.
 - c. Design rapid mix bypass piping and associated structural supports. Design to minimize disturbance of existing lead joint at rapid mix inlet.
 - d. Design improvements for the west raw water flow meter to include a duplex sump pump and a new transmitter for the existing venturi flow meter.
 - e. Design improvements for the degasified membrane permeate pipeline from the degasifiers to the north clearwell, including installing a control valve to prevent siphoning.
 - f. Prepare preliminary design to 30% level for:
 - i. Refining and presenting the project elements and costs for review with the City staff
 - ii. Finalize items for Owner direct purchase
 - iii. Finalize project schedule
 - g. Produce General and Structural drawings. Provide review sets to City at the 60% and 90% stage for review.
 - h. Adjust the GMP based on 60% review.
 - i. Prepare purchase specifications or orders covering specific items, including transmitter and 316SS piping, valve actuation.
 - j. Obtain Palm Beach County Health Department permits as required.
 - k. Obtain building department permits as required.
 - l. Prepare and review submittals and Requests for Information (RFIs) as needed.
 - m. Site visits to review construction progress and compliance.
 - n. Startup services as required.
 - o. Consolidated O&M manuals for vendor-supplied equipment as required.
 - p. Prepare record drawings.

The following specific construction activities and services will be performed:

By Divisions

Div 1 General Requirements

- A. Project management for all design-build activities, including project meetings, preparation of agendas and meeting minutes, management of crew and site resources, procurement oversight, coordination of activities with Owner's operations.
- B. Preparation of project progress schedules in Primavera P6 format with monthly updates.

Div 2 Sitework

- A. Mobilization.
- B. Construction facilities to include the staging area, storage container, sanitary toilet, and office container if needed.
- C. Waste management and hauling of demolition debris.
- D. If required, geotechnical and testing services are associated with site preparation, compaction, and soil densities and testing of structural concrete standard slump and cylinder compressive strength tests.

- E. Utility Locating Services and Ground Penetrating Radar for rapid mix bypass support area.
- F. Temporary utilities: water and electric power (originating source to be supplied by Owner).
- G. Improvements: Restoration of the area surrounding raw water piping for new rapid mix bypass piping.

Div 3 Concrete

- A. Installation of concrete column for rapid mix bypass piping support.

Div 5 Miscellaneous Metals

- A. Anchoring of pipe supports for degasified membrane permeates piping.

Div 9 Coatings and Finishes

- A. Rapid Mix Bypass Piping: Coat exterior of new piping to match raw water piping color.

Div 10 Specialties

- A. None anticipated.

Div 11 Equipment

- A. Duplex sump pump for the west raw water flow meter.

Div 15 Mechanical

- A. Provide ductile iron piping and valve modifications to raw water to install rapid mix bypass piping.
- B. Provide restraints for existing 18" raw water main for rapid mix bypass piping installation. Seven restrains assumed to be needed based upon visual inspection of above-grade piping.
- C. Provide stainless steel piping, valve, and valve actuator for permeate flow improvements.

Div 16/17 Electrical/I&C

- A. New DP transmitter for existing west flow meter venturi.
- B. Programming for valve actuator for permeate flow improvements.

Assumptions

- A. Installation of piping does not require dewatering.
- B. All permit fees are to be paid by the City.
- C. Raw water line for rapid mix bypass can be isolated and taken offline for 12 hours for work to be conducted.
- D. Hoses and isolation valves to extend lime slurry lines from the existing rapid mix basin to new bypass piping will be done by others.

"EXHIBIT 2"

Cost Breakdown

City of Lake Worth Beach
172106 LW WTP Flash Mixer Improvements

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
Job: 172106 LW WTP Rapid Mix Improvements						
Bid Item: 1 General Requirements						
3	General Conditions	LOT				
	Submittal Labor	HR	20.0	101.00	2,020.00	2,020.00
	O&M Manual	HR	20.0	101.00	2,020.00	2,020.00
	Progress Meetings	HR	20.0	156.00	3,120.00	3,120.00
	Construction Scheduler	HR	30.0	94.00	2,820.00	2,820.00
	Construction PM 3	HR	150.	129.00	19,350.00	19,350.00
	Construction PM 1	HR	40.0	90.00	3,600.00	3,600.00
	Construction Superintendent	HR	200.	94.00	18,800.00	18,800.00
	Purchasing & Subcontract	HR	50.0	129.00	6,450.00	6,450.00
	Bldg Permits Application & Coordination	HR	8.00	101.00	808.00	808.00
	Construction Assistant	HR	40.0	90.00	3,600.00	3,600.00
				Bid Item Totals:	62,588.00	62,588.00
Bid Item: 2 Sitework						
	Mob/Demob	LOT	1.00	7,080.60	7,080.60	9,488.00
1	Temporary Facilities	LOT				
	Trailer Pick up/Delivery	EA	2.00	400.00	800.00	984.40
	Container Rental	EA	4.00	200.00	800.00	984.40
	Sanitary	MONTH	4.00	120.00	480.00	590.64
	Job Site Office Supplies	LOT	1.00	500.00	500.00	615.25
	Waste Hauling	LOT	4.00	800.00	3,200.00	3,937.60
	Locates	LOT	1.00	2,500.00	2,500.00	2,750.00
	Startup Crew	CR-D	2.00	1,800.00	3,600.00	3,600.00

Takeoff Worksheet

04/08/21

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Punch Out Crew	CR-D	2.00	1,800.00	3,600.00	3,600.00
	Restoration	LOT	1.00	4,000.00	4,000.00	4,922.00
				Bid Item Totals:	26,560.60	31,472.29
Bid Item:	3 Concrete					
	Rapid-Mix Bypass Pipe Support Concrete Pad Form & Materials	LOT	1.00	1,500.00	1,500.00	1,845.75
	Cast In Place Concrete (2 YD Plus Short Load Fee)	LOT	2.00	650.00	1,300.00	1,599.65
	Concrete Pump	LOT	2.00	700.00	1,400.00	1,722.70
	Testing Services	LOT	2.00	1,200.00	2,400.00	2,640.00
	5-Man Crew	CR-D	8.00	2,128.00	17,024.00	17,024.00
				Bid Item Totals:	23,624.00	24,832.10
Bid Item:	5 Metals					
	SS Unistrut 316 (DEEP)	Ea	6.00	120.00	720.00	885.96
	SS Unistrut Hardware	LOT	1.00	1,200.00	1,200.00	1,476.60
	SS Unistrut Pipe Clamp	LOT	1.00	950.00	950.00	1,168.98
	Pipe Support Systems	LOT	1.00	12,000.00	12,000.00	14,766.00
	Misc Metals & Fasteners	LOT	1.00	2,000.00	2,000.00	2,461.00
	Installation	CR-D	4.00	1,800.00	7,200.00	7,200.00
				Bid Item Totals:	24,070.00	27,958.54
Bid Item:	9 Finishes					
	Signs & Labels	LOT	1.00	500.00	500.00	615.25
	Coatings	LOT	1.00	950.00	950.00	1,168.98
	Misc Application Material	LOT	1.00	250.00	250.00	307.63
	Installation	CR-D	5.00	1,480.00	7,400.00	7,400.00
				Bid Item Totals:	9,100.00	9,491.86
Bid Item:	11 Equipment					
	Sump Pump & Accessories	Ea	1.00	2,500.00	2,500.00	3,076.25
	Installation	CR-D	1.00	1,480.00	1,480.00	1,480.00
	Flowmeter Transmitter & Accessories	EA	1.00	3,500.00	3,500.00	4,306.75

Takeoff Worksheet

04/08/21

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Installation	CR-D	1.00	1,152.00	1,152.00	1,152.00
				Bid Item Totals:	8,632.00	10,015.00
Bid Item: 17 I&C	PLC & SCADA Programming	LOT	1.00	4,890.00	4,890.00	5,379.00
				Bid Item Totals:	4,890.00	5,379.00
Bid Item: 26 Electrical	Electrical Sub	LOT	1.00	18,500.00	18,500.00	20,350.00
	Electrical PM	HR	40.0	110.00	4,400.00	4,400.00
				Bid Item Totals:	22,900.00	24,750.00
Bid Item: 40 Process Interconnections	Flash Mixer Bypass Piping					
	DI pipe & Fittings	LOT	1.00	15,641.33	15,641.33	19,246.65
	Valves	LOT	1.00	10,295.52	10,295.52	12,668.64
	Restraint Joints	LOT	1.00	10,261.93	10,261.93	12,627.31
	Flange Kits & Misc Materials	LOT	1.00	4,659.60	4,659.60	5,733.64
	Installation	CR-D	15.0	1,343.28	20,149.25	27,000.00
	Permeate Flow Improvements					
	Remove Existing SS Pipe, Fittings & Valve	CR-D	2.00	1,588.06	3,176.12	4,256.00
	SS Pipe & Fittings	LOT	1.00	70,388.16	70,388.16	86,612.63
	24" BFV	EA	1.00	21,250.00	21,250.00	26,148.13
	Actuator & Startup	LOT	1.00	12,850.00	12,850.00	15,811.93
	Flange Kits & Misc Materials	LOT	1.00	3,555.64	3,555.64	4,375.21
	Field Welding & Cutting	CR-D	4.00	1,343.28	5,373.13	7,200.00
	PVC Pipe, Fittings & Valves	LOT	1.00	900.00	900.00	1,107.45
	Installation	CR-D	10.0	1,588.06	15,880.60	21,280.00
				Bid Item Totals:	194,381.28	244,067.59
Bid Item: 41 Material Processing & Handling	Compactor 5000-7000LB	WEEK	2.00	450.00	900.00	1,107.45
	Crane - 75 Ton	Hr	60.0	180.00	10,800.00	13,289.40

Takeoff Worksheet

04/08/21

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Traversing Fork Lift	Month	2.00	4,850.00	9,700.00	11,935.85
	Mini Excavator	Month	1.00	2,200.00	2,200.00	2,707.10
	Scissor Lift	Month	2.00	1,200.00	2,400.00	2,953.20
	Misc Tools & Equipment	LOT	1.00	4,000.00	4,000.00	4,922.00
	Safety	HR	10.0	96.27	962.69	1,290.00
	Safety Equipment	LOT	1.00	500.00	500.00	615.25
	Equipment Fuel	GAL	75.0	6.90	517.50	595.13
	Equipment Pickup & Delivery	LOT	3.00	450.00	1,350.00	1,661.18
				Bid Item Totals:	33,330.19	41,076.56
Bid Item:	50 Engineering					
	Engineering	LOT	1.00	69,108.00	69,108.00	69,108.00
				Bid Item Totals:	69,108.00	69,108.00
Bid Item:	60 Bonds & Insurance					
	Bonds & Certifications	LOT	1.00	11,455.34	11,455.34	13,173.64
				Bid Item Totals:	11,455.34	13,173.64
				Grand Totals:	490,639.41	563,912.58

**Attachment A
Work Order #5
Flash Mixer Improvements**

	E6	E5	E4	E2	E1	CADD	Admin1	Total Labor	Subconsultant Services	Subconsultant
Contractual Labor Rates \$/Hr.	\$190.00	\$176.00	\$157.00	\$109.00	\$88.00	\$112.00	\$55.00			
Task 1 Flash Mixer Bypass Piping										
Project Coordination		4					2	\$814.00		
Site review and recommendation		2						\$352.00	\$2,500.00	WGI
Structural Design		4				4		\$1,152.00	\$4,200.00	WGI
Mechanical Design	2	12			8	16		\$4,988.00		
Subtotal Task 1	2	22	0	0	8	20	2	\$7,306.00	\$6,700.00	
Task 2 West RW Flow Meter										
Project Coordination	2	4					4	\$1,304.00		
DP transmitter		2	12		4			\$2,588.00		
Sump Pump Design		2	16		8	8		\$4,464.00		
Subtotal Task 2	2	8	28	0	12	8	4	\$8,356.00	\$0.00	
Task 3 Degasifier Permeate Flow Improvements										
Project Coordination	2	4					4	\$1,304.00		
Piping Modification	4	4		12		16		\$4,564.00		
Control Valve	4	4	12	8		4		\$4,668.00		
Programming			40	4				\$6,716.00		
Subtotal Task 3	10	12	52	24	0	20	4	\$17,252.00	\$0.00	
Task 4 DOH Permitting										
Project Coordination	2						4	\$600.00		
Permit Application	2	8			4	2	4	\$2,364.00		
Subtotal Task 4	4	8	0	0	4	2	4	\$2,964.00	\$0.00	
Task 5 Services During Construction										
Project Coordination	16						4	\$3,260.00		
Submittal Review/Coordination		16	8	8	8			\$5,648.00	\$4,200.00	WGI
Construction Site Visit		8	8	8	24			\$5,648.00		
Record Drawing		4	4		4	4		\$2,132.00		
Progress Meetings		16	2	2	8			\$4,052.00		
Subtotal Task 5	16	44	22	18	44	4	4	\$20,740.00	\$4,200.00	
Total	34	94	102	42	68	54	18	\$56,618.00	\$10,900.00	
Subconsultants									\$10,900.00	
Markup									\$1,090.00	
Total Subconsultant									\$11,990.00	
Reimbursable Expenses									\$500.00	
Total									\$69,168.00	

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Commission

TITLE:

Appointment of a Commission member to the Multi-Jurisdictional Issues Coordination Forum

SUMMARY:

The Appointment to this entity was inadvertently omitted during the Commission reorganization process. Representation on the Forum will allow the City to comply with the provisions of the Comprehensive Plan.

BACKGROUND AND JUSTIFICATION:

The Multi-Jurisdictional Issues Coordination Forum was established by interlocal agreement in October 1993 to achieve consensus building through identification and potential resolution of multi-jurisdictional issues. The Issues Forum can take a countywide position on multi-jurisdictional and growth management needs at the County, Regional, and State level. The intent is also to have a place to provide input to proposed countywide legislation prior to its drafting and to provide clarification and technical assistance in understanding Regional and State initiatives.

The Issues Forum is a place to discuss issues that are deemed to be of countywide significance and to develop, through a consensus building process, a way to effectively identify and address these issues with each local government having an appointed elected official or designee. The group has quarterly meetings which became virtual this past year.

Since the formation of the program, it has been used to address the requirements of both Chapter 163.3177 (6) (a) F.S. School Siting and Chapter 163.3177(h) F.S. ICE (Intergovernmental Coordination Element) requirements and is included in the City's Comprehensive Plan.

MOTION:

Move to approve/disapprove _____ as the representative to the Issues Forum.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: May 4, 2021

DEPARTMENT: Commission

TITLE:

Appointing the Interim City Manager.

SUMMARY:

The current City Manager, Michael Bornstein, submitted his resignation on April 6, 2021 starting a 60 day provision in his contract, ending on June 6, 2021. While the City has engaged Colin Baenziger and Associates to help find the next City Manager, it will take several months or longer before a final selection process is completed. During this time, the City Commission needs to identify an Interim City Manager for continuity of operations.

BACKGROUND AND JUSTIFICATION:

City Manager Michael Bornstein submitted his letter of resignation on April 6, 2021 triggering a 60 day notification requirement in his contract. The City Commission has hired Colin Baenziger and Associates, a Recruitment Firm with familiarity of the City of Lake Worth Beach, to conduct a nationwide search to find a City Manager who can achieve the priorities identified by the Mayor and Commissioners. The search process is estimated to take approximately 90 days.

While the search begins for a new City Manager, there will be a period of time when City Manager Michael Bornstein resigns and a new City Manager is selected. During this period, the Commission should designate an Interim City Manager to provide stability and consistency in the City organization and to ensure Commission business continues uninterrupted. Additionally, the City is beginning the budget process, preparing for the upcoming hurricane season and is still dealing with the COVID-19 response.

The current Assistant City Manager, Juan Ruiz has regularly served as Acting City Manager when Mr. Bornstein has been out. He has also served the City for over twelve years and has an in depth knowledge of the organization as well as extensive working experience with the Management Team, fellow governmental agencies, community partners, and, City residents and businesses.

MOTION:

Move to approve/disapprove appointing Juan Ruiz as Interim City Manager and authorizing the City Attorney to negotiate a contract and bring back to the City Commission for approval.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, MAY 18, 2021 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Kimberly Stokes

PLEDGE OF ALLEGIANCE: led by Commissioner Sarah Malega

AGENDA - Additions / Deletions / Reordering:

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

- A. Presentation by Denise Sanon, Principal of Barton Elementary School
- B. Special Olympics presentation by Gabryelle Garcia
- C. Funding for a mural by the Cottages group.

COMMISSION LIAISON REPORTS AND COMMENTS:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

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

PUBLIC HEARINGS:

UNFINISHED BUSINESS:

NEW BUSINESS:

- A. US-1 Multimodal Corridor Study

CITY ATTORNEY'S REPORT:

CITY MANAGER'S REPORT:

ADJOURNMENT:

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)