



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, MARCH 15, 2022 - 6:00 PM**

**ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE:** led by Commissioner Sarah Malega

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

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

- A. Presentation of Life Saving Plaque to Employee Roosevaldo Albert
- B. [Presentation by Healthier Lake Worth Beach](#)
- C. Proclamation declaring The Lord's Place 15th Annual SleepOut Event on April 1, 2022
- D. Proclamation in support of the people of Ukraine

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**CITY MANAGER'S REPORT:**

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

**APPROVAL OF MINUTES:**

- A. [Regular Meeting - February 15, 2022](#)
- B. [Pre-agenda Work Session - February 23, 2022](#)
- C. [Joint Work Session - February 23, 2022](#)

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

- A. [Interlocal Agreement \(ILA\) with Palm Beach County to enable the County to become a Qualified County to receive the County Regional Funds from the Opioid litigation settlements](#)

**PUBLIC HEARINGS:**

- A. [Ordinance No. 2022-01 - Second Reading – \(quasi-judicial\) Consideration of a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Program Incentives to construct an 18-unit, mixed use multifamily development](#)



commonly referred to as “Casa Bella” within the Mixed Use – West (MU-W) zoning district

- B. Ordinance No. 2022-03 - Second Reading - amending the City’s Pension Plan Ordinance

**NEW BUSINESS:**

- A. Agreement for Integrated Parking Management System with ParkMobile, LLC
- B. Amendment #3 with AE Engineering, Inc., for additional professional CEI Services
- C. Agreement with Stantec Consulting Services, Inc for Comprehensive Sustainability Analysis for the City for the FY 2023 Budget not to exceed \$125,423
- D. Resolution No. 15-2022 – Sixth Operating Budget Amendment for FY 2022 to appropriate \$75,000 of JAG grant funding to implement a pilot communications platform using kiosks
- E. Resolution No. 16-2022 – establishing an official signatory for all bank related functions
- F. Re-purpose \$75,000 allocated to the PBC School Board WiFi Project to be used to fund the City Hall EV Charging Stations
- G. Settlement Agreement and Mutual Release with Florida Department of Transportation
- H. Discussion regarding establishing Lake Worth Beach as a Vision Zero City brought forward by Commissioner McVoy

**CITY ATTORNEY'S REPORT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

March 23 - pre-agenda work session @ 9 AM

March 28 - work session @ 5 PM

March 29 - utility meeting

[Draft Agenda - April 5, 2022](#)

**ADJOURNMENT:**

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

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

# HEALTHIER LAKE WORTH BEACH

A BRIEF HISTORY OF THE PAST 5  
YEARS AND OUR  
ACCOMPLISHMENTS IN  
ADDRESSING THE COMMUNITY'S  
BEHAVIORAL CONCERNS

**“MANY HEADS, HEARTS AND  
HANDS WORKING TOGETHER FOR  
A HEALTHIER LAKE WORTH BEACH”**

# WHO WE ARE

HLWB

LOCAL PARTNERS

THE CITY OF LWB

KEY STAKEHOLDERS

NEIGHBORHOOD ASSOCIATIONS

GRASSROOTS LEADERS

SMALL BUSINESSES

RELIGIOUS LEADERS

LWB RESIDENTS

- HLWB, is one of 6 Healthier Together communities funded by Palm Health Foundation, a community foundation committed to supporting community health initiatives like ours that promote the adoption of healthy lifestyles and tackle the social, economic and environmental factors that impact health in our neighborhoods.
- We are a Community-Driven, Resident-Led Initiative. The Community and its residents decide what changes they want to see. It is our job to empower them and provide operational and financial support to assist them in achieving these changes.

HOW IT ALL STARTED

- It all began 5 years ago when a group of Lake Worth Beach residents, stakeholders, “grassroots” leaders, and business owners sat in this very room to discuss and make sense of Behavioral Health data collected from the Community and its Residents.
- It also began the process of making sense of what HLWB would look like in LWB.



# Individual Interviews



# How many times it was mentioned

3:42  
07:36  
Sense...  
57%

# HLWB'S MISSION AND VISION

## OUR MISSION

Healthier Lake Worth seeks to improve behavioral health by improving the cleanliness, environment and safety of Lake Worth's neighborhoods and to promote healthy behaviors that impact the overall health and well-being of its residents.

# OUR VISION

Healthier Lake Worth envisions a proud and unified Lake Worth Beach where youth are thriving, families are engaged and neighborhoods are healthy environments for all residents.

# OUR FUNDING

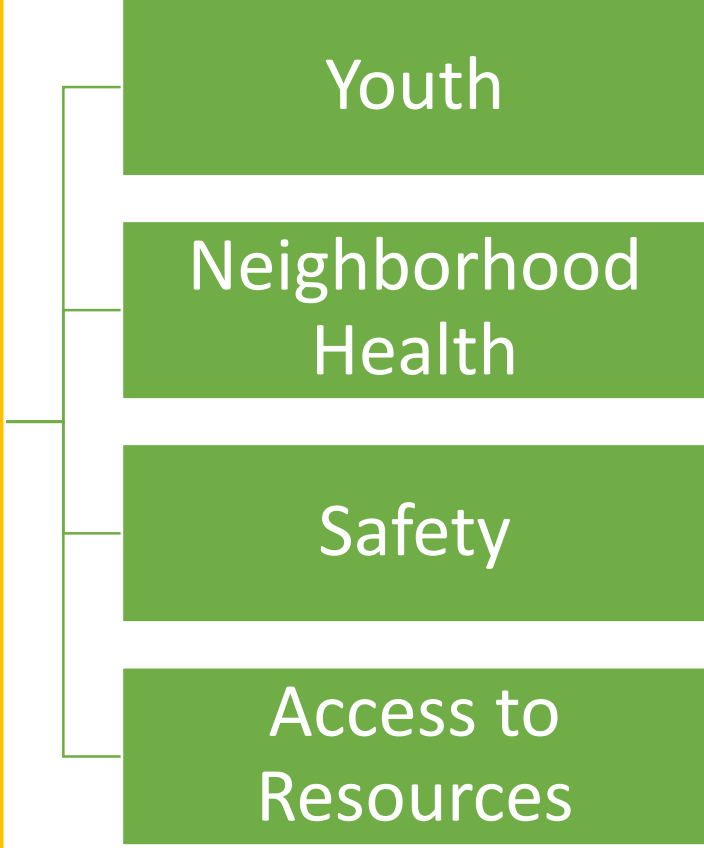
- Since 2017, HLWB has been receiving \$200,000 per year from Palm Health Foundation. **This funding ends 06/30/22.**
- The \$200,000 provides funding to the community to support the changes they want to see in Lake Worth Beach. In addition, the funds are used to cover the Project Director's salary, Fiscal Agent Fees, and other admin costs to run the initiative.

# **OUR FRAMEWORK**

FOUR COMMUNITY IDENTIFIED PRIORITY AREAS.



Community Engagement &  
Collaboration



We built a network of local partners including city leaders, key stakeholders, local schools, and business and religious leaders.

- We began by addressing the trash concerns of our community, scheduling monthly cleanups in two neighborhoods as a pilot program – 20 cleanups in 10 months.
- The Cleanups have grown from 2 neighborhoods to 11, with strong support from the Solid Waste Authority, the City's Refuse Division, and its Recycling Division. This is a real" change to behavior.

**COME ONE, COME ALL**  
**EVERYONE IS INVITED!!!**

*HEALTHIER LAKE WORTH  
AND  
PINEAPPLE BEACH*

*NEIGHBORHOOD  
CLEAN-UP*

**SATURDAY, DECEMBER 16, 8:00 A.M.**  
**SOUTH GRADE ELEMENTARY SCHOOL**  
**716 SOUTH K STREET**















Before Clean-Up





After Clean-Up

07/29/2018

- As the cleanup effort gained momentum, residents began to identify permanent solutions to reduce the frequency of the cleanups.
- This led to an Adopt-a-Street campaign (the 1<sup>st</sup> of its kind in LWB and soon thereafter to installing Trash Cans in certain high-trash areas.







- Neighborhood Residents began to work together to bring about the changes they wanted to see.
- This included improving safety with a Crime Watch Program in partnership with our local PBSO and the City's Public Works Division.

**Neighborhood  
Watch  
Whispering Palms**



We Report all suspicious activities and  
persons  
to the Palm Beach County Sheriff's Office  
561-688-3400  
In Case Of Emergency Dial 911  
[www.pbso.org](http://www.pbso.org)

Our Sponsorship program has distributed hundreds of thousands of \$\$\$ to increase access to resources and build capacity including:

- Food distribution
- Early childhood literacy, homework assistance
- Support to our local PBSO (with new programs that engage youth)
- Implement neighborhood programs that impact and empower youth













**COMMUNITY  
ENGAGEMENT  
“WINS”**

The Unity Wall. A formerly divisive symbol of racism has united the community.













BY  
ARTURO SALAZAR

2021

S BUREAU  
DIVISION NO. 1

NATIVE MEXICAN GIRL  
SERI COMMUNITY

#8



Annual "Art of Recovery" Film  
Festival and the "Dia de los  
Muertos" Celebration



#DAYOFTHEDEADLWB2021



1121 LUCERNE AVENUE  
LAKE WORTH BEACH, FLORIDA

# DIA DE LOS MUERTOS

## LAKE WORTH BEACH

SATURDAY, OCTOBER 30 • 3-9PM



Dia De Los Muertos Lake Worth Beach is a FREE event.

[www.lakewortharts.com](http://www.lakewortharts.com)

Please follow CDC Social Distancing guidelines. Masks are required.

# Annual “Let’s Move” Campaign



Let's Move Event





Let's Move Event

- Addressing the Needs of the Community Relating to Covid-19 including:
  - Education
  - Food Insufficiency
  - Testing & Vaccines
  - Accessing Community Resources

**"We Are Still Here!"**





Turkey Giveaway





Essential Items

Partnering with the City and various community organizations to assist them in advocating for various causes.

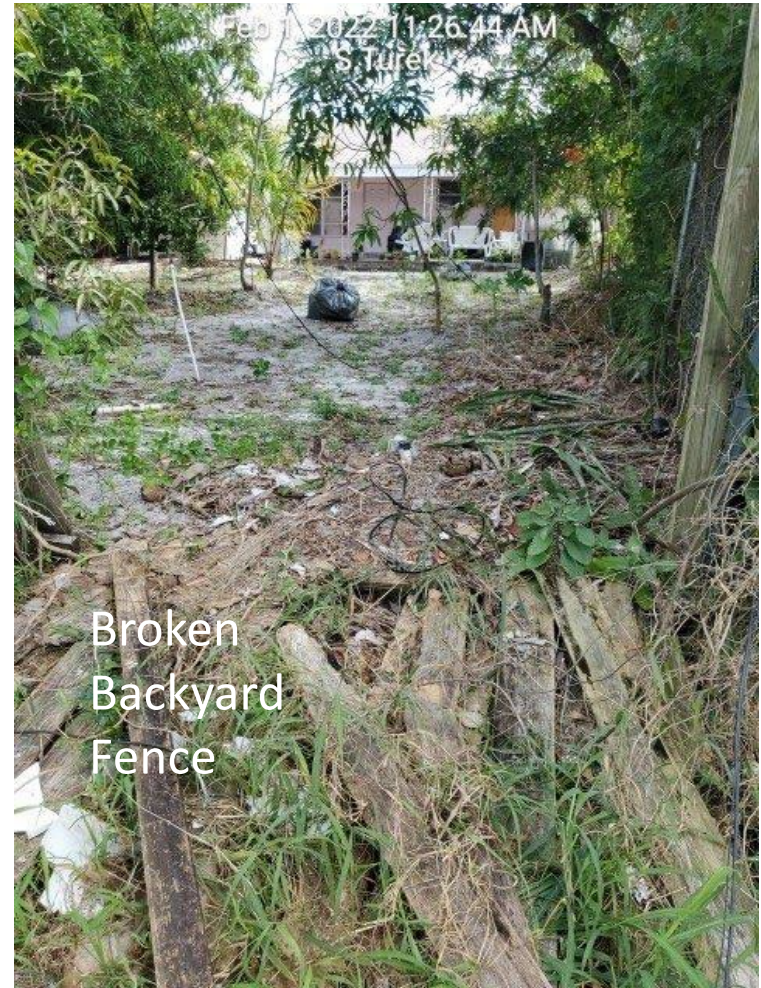
Partnering with the City's Code Compliance Division to:

- Implement approaches to address property-code compliance
- Facilitate positive social outcomes
- Facilitate fair and equitable code compliance strategies.

# Positive Social Outcomes Include:

- Fewer Problem Properties
- Higher compliance rates
- Safer, Healthier, Higher Quality Living Conditions For Residents
- A greater sense of pride, belonging, empowerment, ownership









Overgrown  
Landscaping &  
Broken Fence



Tarpaulin  
over Hole in  
Wall



Boarded  
Up No  
Windows

- Collaborating with Community Greening and the City to plant over 250 new shade trees and create Community gardens.











- Fund an Annual Safety Patrol Trip to Washington D.C.



- Collaborating with the City to build a much needed new Neighborhood park.





# Royal Poinciana Park



Developed with financial assistance from



Healthier Lake Worth Beach

Funded with Community Development Block Grant (CDBG) Funds

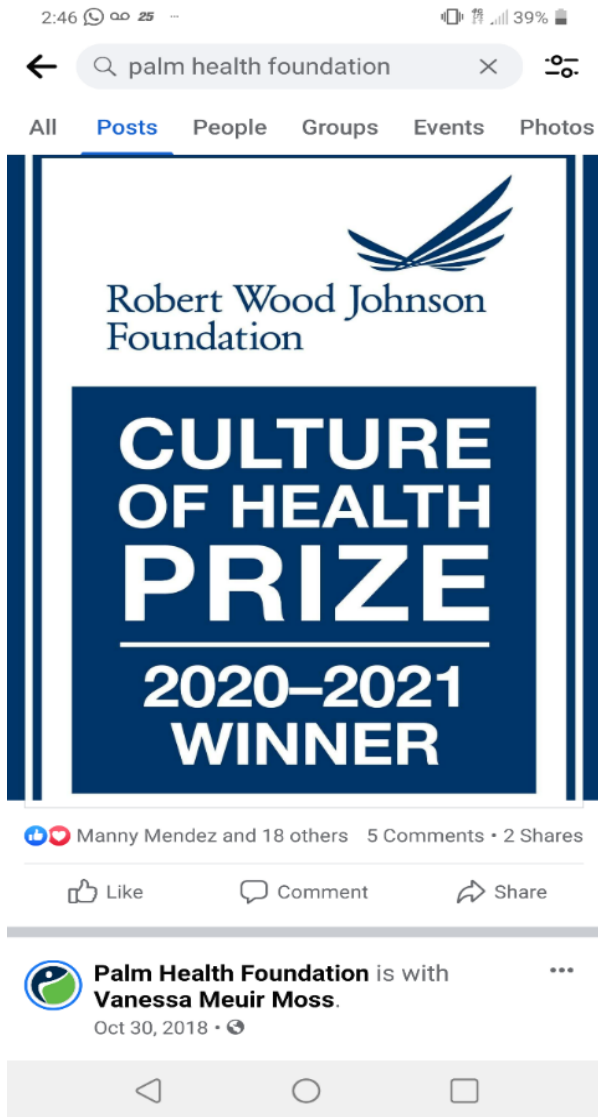






- HLWB and its partners and the residents of LWB were instrumental in PBC winning the prestigious Robert Wood Johnson “Culture of Health” prize for 2020/21, **one of only 10 Communities in America to be so honored.** The Unity Wall was a point of particular focus and interest when the judges visited us.





WHY WE ARE HERE  
TODAY

**SUSTAINABILITY!!!**

- Through the efforts of HLWB, its partners (including the City), and the residents of Lake Worth Beach, over the past 5 years, the community has grown to recognize their true strength and their power to enact change.
- Palm Health's original funding pledge of \$1 million will end as of 06/30/22. However, Palm Health has pledged additional support to cover the cost of the Project Director in Years 6 and 7. We anticipate rolling over unused funds after Year 5, into Year 6.



- We believe that we have proven HLWB's value to the Community and to the City, by facilitating open and honest communication and collaboration.
- We are asking that the City help sustain HLWB, by including it in their Annual Budget, to enable the Community to continue its steps towards change.

THE END...?

OR JUST THE  
BEGINNING...?

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, FEBRUARY 15, 2022 - 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:** (0:30) Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy (arrived at 6:01) and Kimberly Stokes. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

**INVOCATION OR MOMENT OF SILENCE:** (0:54) led by Vice Mayor Herman Robinson.

**PLEDGE OF ALLEGIANCE:** (1:32) led by Commissioner Sarah Malega.

**ADDITIONS/DELETIONS/REORDERING** (1:48)

Presentation A, Recognition of 3 District 14 PBSO Deputies was added to the agenda. Consent A, the Proclamation for 2-1-1 Awareness Week was moved to Presentation B. Previous presentations were reordered accordingly.

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

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

**PRESENTATIONS:** (2:42)

- A. (added) Recognition of District 14 PBSO Deputies Francesco Guardascione, Kenneth Hernandez and William Rothman for their exceptional performance, professionalism, teamwork, and most importantly the sacrifice of their own personal safety in their quick response with lifesaving efforts to the apartment fire on January 27, 2022. (3:07)
- B. (reordered from Consent A) Proclamation declaring February 11-17, 2022 as 2-1-1 Awareness Week (07:02)
- C. (reordered from Presentation A) Tourism Master Plan Recommendations and Overview by Don Kolodz, President & CEO of Tourism Strategic Solutions (15:38)
- D. (reordered from Presentation B) Presentation by Friends of the Library (33:37)
- E. (reordered from Presentation C) Street Painting Festival (48:09)

**COMMISSION LIAISON REPORTS AND COMMENTS:** (59:45)

**Action:** Consensus to apply for more grants for the city.

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (1:22:41)

**APPROVAL OF MINUTES:** (1:31:22)

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

- A. Pre-agenda work session - January 26, 2022
- B. Work Session - January 26, 2022

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

**CONSENT AGENDA:** (1:31:34) (public comment allowed during Public Participation of Non-Agendaed items)

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

- A. (moved to Presentation C) Proclamation declaring February 11-17, 2022 as 2-1-1 Awareness Week
- B. Resolution No. 11-2022 – Documenting the levy of municipal special assessment liens for unpaid lot clearing charges
- C. Payments of Fiscal Year 2021 Invoices
- D. Approval of settlement with James Johnson for \$74,900 (inclusive of attorney’s fees and costs) plus \$100 for general release of non-workers’ compensation claims

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

**PUBLIC HEARINGS:** (1:31:46)

- A. Ordinance No. 2022-01 - First Reading – (quasi-judicial) Consideration of a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Program Incentives to construct an 18-unit, mixed use multifamily development commonly referred to as “Casa Bella” within the Mixed Use – West (MU-W) zoning district.

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2022-01 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 MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED ON THE EAST SIDE OF BOUTWELL RD APPROXIMATELY 230 FEET SOUTH OF 10TH AVE NORTH AND CONSISTING



OF APPROXIMATELY 0.52 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE - WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY BONUS INCENTIVE THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 18-UNIT MIXED USE URBAN PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve Ordinance 2022-01 on first reading with the additional conditions of laundry in-units, doorbell security systems, security cameras, appropriate lighting, and set the second reading and public hearing for March 15, 2022.

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

**UNFINISHED BUSINESS:** (2:26:32)

A. Resolution No. 08-2022 – amending the City Commission's Rules of Procedure (2:14:31)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 08-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR LAKE WORTH BEACH CITY COMMISSION; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve Resolution No. 08-2022 – amending the City Commission's Rules of Procedure.

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

**NEW BUSINESS:** (2:28:00)

A. WGI Task Order #26 for FDOT Local Agency Project (2:28:07)

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve WGI Task Order #26 for FDOT Local Agency Project.

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

B. Resolution No. 12-2022 – authorizing the City to reimburse itself for expenditures incurred from projects included in the upcoming bond authorization (2:34:41)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 12-2022 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA WITH RESPECT TO REIMBURSEMENT OF CERTAIN COSTS AND EXPENDITURES RELATING TO CAPITAL IMPROVEMENTS AND PROVIDING AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve Resolution No. 12-2022 authorizing the City to reimburse itself for expenditures incurred from projects included in the upcoming bond authorization.

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

C. Ordinance No. 2022-02 – First Reading – amending the Advisory Board Appointment Process (2:35:44)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-02 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, CHAPTER 2, "ADMINISTRATION", ARTICLE I, "GENERAL", AT SECTION 2-9, "RESIDENCE REQUIREMENT; BOARDS NOT CREATED BY LEGISLATIVE PROCESS", TO RENAME SECTION 2-9 TO BE ENTITLED, "CITY BOARD APPOINTMENT PROCESS, TERMS OF OFFICE, AND RESIDENCE REQUIREMENT" AND BY CREATING THEREIN A NEW APPOINTMENT PROCESS FOR ALL MEMBERS OF CITY BOARDS, CHANGING THE TERMS OF OFFICE TO UNSPECIFIED TERMS FOR ALL NEWLY APPOINTED BOARD MEMBERS, AND INCLUDING WITH REVISION THE CURRENT RESIDENCE REQUIREMENT FOR MEMBERS OF CITY BOARDS; REPEALING SECTION 2-12, APPOINTMENT OF MEMBERS OF CITY BOARDS AND TERMS OF OFFICE; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Stokes to approve Ordinance 2022-01 on first reading adding a requirement for a majority vote to remove board members without cause and separating the requirement to have another candidate to remove board members and set the second reading and public hearing for March 1, 2022.

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

D. Discussion regarding a policy for the City as a landlord (3:01:37)

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to table.

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

**CITY ATTORNEY'S REPORT:**

City Attorney Torcivia did not provide a report.

**CITY MANAGER'S REPORT:** (3:05:45)

City Manager Davis provided the following report:

- Said that the week 6 report was sent from the City's lobbyist; the City would receive a \$600,000 grant for storm water projects.

**UPCOMING MEETINGS AND WORK SESSIONS:**

February 17 - Public Meeting on CDBG funding  
February 22 - Utility Commission meeting  
February 23 - pre-agenda work session  
February 23 - joint meeting with CRA at Casino Ballroom

Draft Agenda - March 1, 2022

**ADJOURNMENT:** (3:06:54)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Malega to adjourn the meeting at 9:08 PM.

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

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

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

Minutes approved March 15, 2022.

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION PRE-AGENDA WORK SESSION  
CITY HALL COMMISSION CHAMBER  
WEDNESDAY, FEBRUARY 23, 2022 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:05 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (04:36) Present were Mayor Betty Resch; Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis. **ABSENT:** Vice Mayor Robinson

**UPDATES / FUTURE ACTION / DIRECTION** (08:04)

**Action:** Consensus to not have public comment at informational joint meeting between the City Commission & the CRA scheduled on 02/23/2022 and schedule a future joint workshop that will be open to the public for comment regarding the CRA.

**Action:** Consensus to have Commissioner McVoy work with City Manager Davis to get signs placed in Bryant Park regarding drone usage during nesting season of the American Oyster Catcher Bird on Snook Island.

**ADJOURNMENT:** (44:14)

The meeting adjourned at 9:58 AM.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

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

Minutes Approved: March 15, 2022

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



**MINUTES  
CITY OF LAKE WORTH BEACH  
JOINT WORK SESSION – CITY COMMISSION & CRA  
CASINO BALLROOM  
WEDNESDAY, FEBRUARY 23, 2022 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:09 PM in the Casino Ballroom located at 10 S. Ocean Blvd., Lake Worth Beach, FL 33460.

**ROLL CALL:** (5:56) Present were Mayor Betty Resch; Vice Mayor Herman Robinson; Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Present for the CRA Board were Chair Brendan Lynch; Vice Chair Brent Whitfield; Drew Bartlett, Carla Blockson, Leah Foertsch and Caroline Glass Shamsi-Basha. Also present were City Manager Carmen Davis, City Attorney Christy L. Goddeau and Deputy City Clerk Shayla Ellis.

**PLEDGE OF ALLEGIANCE:** (6:44) led by Commissioner Kimberly Stokes.

**PRESENTATIONS:**

A. Quarterly CRA update by Joan Oliva, CRA Director (15:21)

**NEW BUSINESS**

A. Project discussions (36:58)

**Action:** Consensus to begin constructing framework RFP for L & M project after meetings with the public in April.

B. City Commission Development Priority discussion (1:56:01)

**Action:** Consensus to discuss additional ideas and projects that require CRA involvement at meeting to be scheduled April.

**ADJOURNMENT:** (2:07:43)

The meeting adjourned at 8:11 PM.

ATTEST:

\_\_\_\_\_  
Betty Resch, Mayor

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

Minutes Approved: March 1, 2022

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** March 15, 2022

**DEPARTMENT:** City Attorney

**TITLE:** Interlocal Agreement with Palm Beach County to enable the County to become a Qualified County to receive the County Regional Funds from the Opioid litigation settlements

## **BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach has previously approved a Memorandum of Understanding (“MOU”) with the State of Florida governing the distribution of proceeds from settlements of litigation with various manufacturers and distributors of Opioids. The MOU allocates the settlement proceeds among three funds: the City/County fund; the Regional Fund; and the State. The City will receive direct payment of its share of the City/County fund, which will not be affected by the proposed Interlocal Agreement with Palm Beach County (“ILA”). The ILA concerns the distribution of the Palm Beach County Regional fund. Under the MOU with the State, the Regional funds will be allocated to the Southeast Florida Behavioral Network, Inc., to be expended within Palm Beach County for abatement of the effects of the Opioid Epidemic, unless Palm Beach County is deemed a “Qualified County” to receive and expend the Regional funds. In order to become a Qualified County, Palm Beach County must enter into an agreement with municipalities whose aggregate populations total more than 50% of the municipal population in the county. In that event, the County will be entitled to receive and expend the Regional Funds for abatement activities within the County.

## **MOTION:**

Move to approve/disapprove the Interlocal Agreement with Palm Beach County to enable the County to become a Qualified County to receive the County Regional Funds from the Opioid litigation settlements

## **ATTACHMENT(S):**

Proposed Interlocal Agreement with Exhibits B and C. Exhibit A will be a list of contact information for all municipalities entering into the ILA.

Fiscal Impact Analysis: N/A (No direct fiscal impact.)

**INTERLOCAL AGREEMENT GOVERNING USE OF PALM BEACH COUNTY  
REGIONAL OPIOID SETTLEMENT FUNDS**

This Interlocal Agreement ("Agreement") is made and entered into by and between Palm Beach County ("County"), a political subdivision of the state of Florida, and each of the following municipalities that elects to enter into this Agreement.

The Municipalities in Exhibit A, each a municipal corporation existing under the laws of the state of Florida (each a "Municipality" and collectively the "Municipalities") (County and the Municipalities are collectively referred to as the "Parties").

Recitals

A. A national epidemic arose as a result of the manufacture, distribution, and over-prescribing of opioid analgesics and resulted in opioid overdoses and addictions throughout Palm Beach County ("Opioid Epidemic").

B. County and Municipalities have suffered harm from the Opioid Epidemic.

C. County is a Charter County within the state of Florida, and has an estimated population of approximately 1.497 million based on the most recent census data.

D. Municipalities are located in Palm Beach County, Florida.

E. The state of Florida has filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action titled *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) ("Opioid Litigation"). The County is a litigating participant in the Opioid Litigation.

F. Proposed settlements have been developed to resolve certain claims under the Opioid Litigation.

G. The Attorney General for the State of Florida ("Attorney General") anticipates that settlement funds arising out of the Opioid Litigation will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly distributed to County and Municipalities.

H. The Florida Memorandum of Understanding a/k/a Florida Opioid Allocation and Statewide Response Agreement ("Florida Plan") attached hereto as Exhibit B sets forth the framework for a unified plan between the state of Florida and local governments within the state of Florida regarding the proposed allocation and use of Opioid Litigation settlement funds. The Florida Plan, as currently drafted, divides the settlement funds into three funds: (i) the City/County Fund; (ii) the Regional Fund (which includes funds to Qualified Counties in addition to funds received in the City/County Fund); and (iii) the State Fund.

I. To receive its share of the Regional Fund (the "County Regional Funds," as defined below), County must qualify as a "Qualified County" as that term is defined under the Florida Plan.

J. If County does not qualify as a "Qualified County," the County Regional Funds will be allocated to the Southeast Florida Behavioral Health Network, Inc., which would be required under the Florida Plan to spend such funds within Palm Beach County to the greatest extent practicable.

K. To qualify as a Qualified County under the Florida Plan, County must enter into an Agreement with municipalities whose populations, taken together, contain more than 50% of the Municipalities total population.

L. Under the Florida Plan, County will be required to expend the County Regional Funds in Palm Beach County for abatement of the effects of the Opioid Epidemic.

M. County has an abatement plan that is being utilized to respond to the Opioid Epidemic.

N. The *Behavioral Health Substance Use & Co-Occurring Disorder Steering Committee* is a taskforce that advises, plans, and provides for programs relating to the abatement of opioid abuse and other substance abuse throughout Palm Beach County.

O. County contracts to provide funding for *The South County Mental Health Center, The Addiction Stabilization Unit, The Drug Abuse Foundation* and other Financially Assisted Agencies which provide substance abuse assessment, prevention, detoxification, residential, and outpatient services to adults aged 18 years and older and also provides treatment for substance abuse and co-occurring disorders such as depression, anxiety, trauma, and other mental health concerns that may contribute to an individual's substance abuse and dependence.

P. The Parties recognize that enabling County to receive the County Regional Funds for expenditure in the best interest of all persons within the geographic boundaries of Palm Beach County will ensure that Opioid Litigation settlement funds are available and used to address opioid-related impacts within Palm Beach County.

Q. The Parties recognize that it is in the best interest of County and Municipalities to enter into this Agreement to ensure County qualifies as a "Qualified County" to receive the County Regional Funds pursuant to the Florida Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:



**ARTICLE 1.  
DEFINITIONS**

- 1.1 Unless otherwise defined herein, all defined terms in the Florida Plan are incorporated herein and shall have the same meanings as in the Florida Plan.
- 1.2 "County Regional Funds" shall mean the amount of the Regional Funds remitted to County by the state of Florida, provided County qualifies as a Qualified County.

**ARTICLE 2. CONDITIONS  
PRECEDENT**

- 2.1 This Agreement shall become effective on the Commencement Date set forth in Article 3, so long as the following conditions precedent have been satisfied:
- A. Execution of this Agreement by County and Municipalities that, taken together, contain more than 50% of the Municipalities total population, as required by Florida Plan to enable County to become a Qualified County and receive the County Regional Funds from the state of Florida;
  - B. Execution of all documents necessary to effectuate the Florida Plan in its final form; and
  - C. Filing of this Agreement with the Clerk of the Circuit Court for County as required by Florida Statutes Section 163.01.

**ARTICLE 3.  
TERM**

3.1 The term of this Agreement shall commence upon the satisfaction of all conditions precedent stated in Article 2 ("Commencement Date"), and shall continue until one (1) year after the expenditure of all County Regional Funds, unless otherwise terminated in accordance with the provisions of the Florida Plan ("Term"). Obligations under this Agreement that by their nature survive termination or expiration, including, but not limited to, any and all obligations relating to record retention, audit, and indemnification, will survive and remain in effect after termination or expiration of this Agreement.

**ARTICLE 4.  
PLAN ADMINISTRATION**

4.1 County is responsible for administering the County Regional Funds pursuant to the Florida Plan. County staff shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting, required by the Florida Plan up to the moment of distribution of funds to cities at which point the cities are responsible for all reporting and monitoring and other requirements as set forth in the Plan and including providing data and reporting to County.. County is entitled to and shall receive no more than 5% from

the County Regional Funds for administrative fees as provided under the Florida Plan and will deduct such administrative fees on an annual basis. After such deduction, County shall spend all of the remaining County Regional Funds on efforts to abate the deleterious effects of the Opioid Epidemic by utilizing funds for the Approved Purposes (as defined in the Florida Plan), including the provisions related to Core Services (if and as applicable) identified in Exhibit C. County shall spend the County Regional Funds on programs and in geographic areas based on demonstrated need throughout Palm Beach County without choosing or favoring any particular municipality, geographic area, or socio-economic group.

**ARTICLE 5.  
LOCAL GOVERNMENT REPORTING REQUIREMENTS**

5.1 To the extent a City Municipality receives County Regional Funds directly from County, that Municipality agrees to spend such funds solely for Approved Purpose(s) (as defined in the Florida Plan), and further agrees to timely satisfy all reporting requirements of the Florida Plan. In addition to other available remedies, failure to comply with this provision may disqualify the Municipality from further receipt of County Regional Funds.

**ARTICLE 6.  
NON-APPROPRIATION**

6.1 This Agreement is not a general obligation of the County. County is not obligated to expend any funds under this Agreement except to the extent of County Regional Funds budgeted and actually received, all of which the County agrees to expend consistent with the terms of this Agreement.

**ARTICLE 7.  
GOVERNMENTAL IMMUNITY**

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by County or any Municipality nor shall anything included herein be construed as consent by County or any Municipality to be sued by third parties in any matter arising out of this Agreement. County and Municipalities are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their employees to the extent of and within the limits set forth in Section 768.28, Florida Statutes.

**ARTICLE 8.  
INSURANCE**

8.1 Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other Parties with written verification of liability protection in accordance with state law upon request by the requesting party.

**ARTICLE 9.  
MISCELLANEOUS**

9.1 Public Records. The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

**IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PALM BEACH COUNTY CUSTODIAN OF PUBLIC AFFAIRS AT 561-355-2754, OR VIA ELECTRONIC MAIL AT *RECORDSREQUEST@PBCGOV.ORG* OR THE MUNICIPALITY'S CUSTODIAN OF PUBLIC RECORDS (SEE EXHIBIT A FOR EACH MUNICIPALITY'S CUSTODIAN'S CONTACT INFORMATION).**

9.2 Truth-In-Negotiation Representation. This Agreement is based upon representations supplied by the Parties to each other and the Parties certify that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting.

9.3 Public Entity Crime Act. Each of the Parties represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each of the Parties further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation made by a party pursuant to this paragraph is false, each of the Parties shall have the right to immediately terminate this Agreement.

9.4 Third Party Beneficiaries. Neither County nor the Municipalities intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against any party based upon this Agreement. Nothing in this Agreement, express or implied, is intended to (i) confer upon any entity or person other than the Parties and their successors or assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise, except as specifically provided in this Agreement; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

9.5 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Attn: Office of the County Attorney, Litigation Section  
300 North Dixie Highway  
Suite 359  
West Palm Beach, FL 33401

FOR MUNICIPALITY:

The addresses specified in Exhibit A.

9.6 Assignment. No Party shall have the right to assign this Agreement.

9.7 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. The failure of any Party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. a waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.8 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.9 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.10 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

9.11 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

9.12 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.



9.13 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the State courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such State courts, forsaking any other jurisdiction that any party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS ANY PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.14 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and the Municipalities or others with delegated authority or otherwise authorized to execute same on their behalf.

9.15 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.17 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.18 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.19 Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of epidemic, pandemic, hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Parties in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such nonperformance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the Parties. This section shall not

supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Palm Beach County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, and the City of \_\_\_\_\_, signing by and through its officials, duly authorized to execute same.

**COUNTY**

WITNESSES:

PALM BEACH COUNTY, by and through its County Administrator

Signature

By:  
County Administrator

\_\_\_\_ day of \_\_\_\_\_, 2022

Print/Type Name

Signature

\_\_\_\_\_  
Print/Type Name

APPROVED AS TO FORM:

By:

By:

**PARTICIPATING**  
**MUNICIPALITY**

ATTEST:

MUNICIPALITY

City  
Clerk

By: \_\_\_\_\_  
Mayor-Commissioner

\_\_\_ day of \_\_\_\_\_, 2022

By:  
City Manager

\_\_\_ day of \_\_\_\_\_, 2022

APPROVED AS TO FORM:

By:  
City Attorney

\_\_\_ day of \_\_\_\_\_, 2022

# EXHIBIT B



**FLORIDA OPIOID ALLOCATION AND  
STATEWIDE RESPONSE  
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,  
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits “A” and “B,” and to ensure that the funds are expended in compliance with evolving evidence-based “best practices;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

**A. Definitions**

As used in this Agreement:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits “A” and “B” which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.

7. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

8. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

10. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits “A” or “B.”

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. "State" shall mean the State of Florida.

## **B. Terms**

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.



(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the



City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

### **C. Other Terms and Conditions**

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

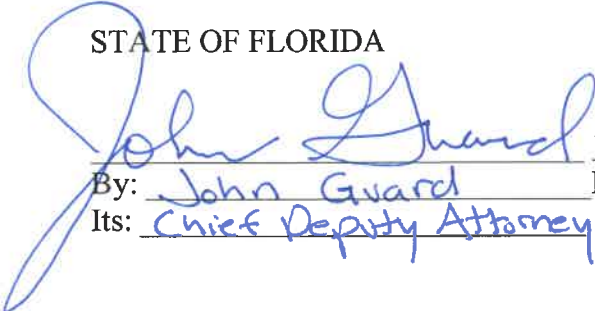
11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

**IN WITNESS THEREOF**, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA  
  
By: John Guard DATED 11/15/2021  
Its: Chief Deputy Attorney General

# **EXHIBIT A**



## Schedule A

### Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”), such that a minimum of \_\_% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually.<sup>1</sup>

#### A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

#### B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

#### C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

#### D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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<sup>1</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

#### E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

#### F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

#### G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

#### H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

#### I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

# **EXHIBIT B**

## **Schedule B**

### **Approved Uses**

#### **PART ONE: TREATMENT**

##### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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<sup>2</sup> As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.



9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

## **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address



mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities provide free naloxone to anyone in the community
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

## **PART THREE: OTHER STRATEGIES**

### **I. FIRST RESPONDERS**

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

# EXHIBIT C

<b>County</b>	<b>Allocated Subdivisions</b>	<b>Regional % by County for Abatement Fund</b>	<b>City/County Fund %</b>
Alachua		1.241060164449%	
	Alachua County		0.821689546303%
	Alachua		0.013113332457%
	Archer		0.000219705515%
	Gainesville		0.381597611347%
	Hawthorne		0.000270546460%
	High Springs		0.011987568663%
	La Crosse		0.000975056706%
	Micanopy		0.002113530737%
	Newberry		0.006102729215%
	Waldo		0.002988721299%
Baker		0.193173804130%	
	Baker County		0.169449240037%
	Glen St. Mary		0.000096234647%
	Macclenny		0.023628329446%
Bay		0.839656373312%	
	Bay County		0.508772605155%
	Callaway		0.024953825527%
	Lynn Haven		0.039205632015%
	Mexico Beach		0.005614292988%
	Panama City		0.155153855596%
	Panama City Beach		0.080897023117%
	Parker		0.008704696178%
	Springfield		0.016354442736%
Bradford		0.189484204081%	
	Bradford County		0.151424309090%
	Brooker		0.000424885045%
	Hampton		0.002839829959%
	Lawtey		0.003400896108%
	Starke		0.031392468132%
Brevard		3.878799180444%	
	Brevard County		2.323022668525%
	Cape Canaveral		0.045560750209%



	Cocoa		0.149245411423%
	Cocoa Beach		0.084363286155%
	Grant-Valkaria		0.000321387406%
	Indialantic		0.024136738902%
	Indian Harbour Beach		0.021089913665%
	Malabar		0.002505732317%
	Melbourne		0.383104682233%
	Melbourne Beach		0.012091066302%
	Melbourne Village		0.003782203200%
	Palm Bay		0.404817397481%
	Palm Shores		0.000127102364%
	Rockledge		0.096603243798%
	Satellite Beach		0.035975416224%
	Titusville		0.240056418924%
	West Melbourne		0.051997577066%
Broward		9.057962672578%	
	Broward County		3.966403576878%
	Coconut Creek		0.101131719448%
	Cooper City		0.073935445073%
	Coral Springs		0.323406517664%
	Dania Beach		0.017807041180%
	Davie		0.266922227153%
	Deerfield Beach		0.202423224725%
	Fort Lauderdale		0.830581264531%
	Hallandale Beach		0.154950491814%
	Hillsboro Beach		0.012407006463%
	Hollywood		0.520164608456%
	Lauderdale-By-The-Sea		0.022807611325%
	Lauderdale Lakes		0.062625150435%
	Lauderhill		0.144382838130%
	Lazy Lake		0.000021788977%
	Lighthouse Point		0.029131861803%
	Margate		0.143683775129%
	Miramar		0.279280208419%
	North Lauderdale		0.066069624496%

	Oakland Park		0.100430840699%
	Ocean Breeze		0.005381877237%
	Parkland		0.045804060448%
	Pembroke Park		0.024597938908%
	Pembroke Pines		0.462832363603%
	Plantation		0.213918725664%
	Pompano Beach		0.335472163493%
	Sea Ranch Lakes		0.005024174870%
	Southwest Ranches		0.025979723178%
	Sunrise		0.286071106146%
	Tamarac		0.134492458472%
	Weston		0.138637811283%
	West Park		0.029553115352%
	Wilton Manors		0.031630331127%
Calhoun		0.047127740781%	
	Calhoun County		0.038866087128%
	Altha		0.000366781107%
	Blountstown		0.007896688293%
Charlotte		0.737346233376%	
	Charlotte County		0.690225755587%
	Punta Gorda		0.047120477789%
Citrus		0.969645776606%	
	Citrus County		0.929715661117%
	Crystal River		0.021928789266%
	Inverness		0.018001326222%
Clay		1.193429461456%	
	Clay County		1.055764891131%
	Green Cove Springs		0.057762577142%
	Keystone Heights		0.000753535443%
	Orange Park		0.078589207339%
	Penney Farms		0.000561066149%
Collier		1.551333376427%	
	Collier County		1.354673336030%
	Everglades		0.000148891341%
	Marco Island		0.062094952003%

	Naples		0.134416197054%
Columbia		0.446781150792%	
	Columbia County		0.341887201373%
	Fort White		0.000236047247%
	Lake City		0.104659717920%
DeSoto		0.113640407802%	
	DeSoto County		0.096884684746%
	Arcadia		0.016755723056%
Dixie		0.103744580900%	
	Dixie County		0.098822087921%
	Cross City		0.004639236282%
	Horseshoe Beach		0.000281440949%
Duval		5.434975156935%	
	Jacksonville		5.270570064997%
	Atlantic Beach		0.038891507601%
	Baldwin		0.002251527589%
	Jacksonville Beach		0.100447182431%
	Neptune Beach		0.022814874318%
Escambia		1.341634449244%	
	Escambia County		1.005860871574%
	Century		0.005136751249%
	Pensacola		0.330636826421%
Flagler		0.389864712244%	
	Flagler Counry		0.279755934409%
	Beverly Beach		0.000154338585%
	Bunnell		0.009501809575%
	Flagler Beach		0.015482883669%
	Marineland		0.000114392127%
	Palm Coast		0.084857169626%
Franklin		0.049911282550%	
	Franklin County		0.046254365966%
	Apalachicola		0.001768538606%
	Carabelle		0.001888377978%
Gadsden		0.123656074077%	
	Gadsden County		0.090211810642%

	Chattahoochee		0.004181667772%
	Greensboro		0.000492067723%
	Gretna		0.002240633101%
	Havana		0.005459954403%
	Midway		0.001202025213%
	Quincy		0.019867915223%
Gilchrist		0.064333769355%	
	Gilchrist County		0.061274233881%
	Bell		0.000099866143%
	Fanning Springs		0.000388570084%
	Trenton		0.002571099247%
Glades		0.040612836758%	
	Glades County		0.040420367464%
	Moore Haven		0.000192469294%
Gulf		0.059914238588%	
	Gulf County		0.054715751905%
	Port St. Joe		0.004817179591%
	Wewahitchka		0.000381307092%
Hamilton		0.047941195910%	
	Hamilton County		0.038817061931%
	Jasper		0.004869836285%
	Jennings		0.002623755940%
	White Springs		0.001630541754%
Hardee		0.067110048132%	
	Hardee County		0.058100306280%
	Bowling Green		0.001797590575%
	Wauchula		0.006667426860%
	Zolfo Springs		0.000544724417%
Hendry		0.144460915297%	
	Hendry County		0.122147187443%
	Clewiston		0.017589151414%
	LaBelle		0.004724576440%
Hernando		1.510075949110%	
	Hernando County		1.447521612849%
	Brooksville		0.061319627583%

	Weeki Wachee		0.001234708678%
Highlands		0.357188510237%	
	Highlands County		0.287621754986%
	Avon Park		0.025829016090%
	Lake Placid		0.005565267790%
	Sebring		0.038172471371%
Hillsborough		8.710984113657%	
	Hillsborough County		6.523111204400%
	Plant City		0.104218491142%
	Tampa		1.975671881253%
	Temple Terrace		0.107980721113%
Holmes		0.081612427851%	
	Holmes County		0.066805002459%
	Bonifay		0.006898026863%
	Esto		0.006269778036%
	Noma		0.001278286631%
	Ponce de Leon		0.000179759057%
	Westville		0.000179759057%
Indian River		0.753076058781%	
	Indian River County		0.623571460217%
	Fellsmere		0.004917045734%
	Indian River shores		0.025322422382%
	Orchid		0.000306861421%
	Sebastian		0.038315915467%
	Vero Beach		0.060642353558%
Jackson		0.158936058795%	
	Jackson County		0.075213731704%
	Alford		0.000303229925%
	Bascom		0.000061735434%
	Campbellton		0.001648699234%
	Cottondale		0.001093080329%
	Graceville		0.002794436257%
	Grandridge		0.000030867717%
	Greenwood		0.001292812616%
	Jacob City		0.000481173235%



	Malone		0.000092603151%
	Marianna		0.073519638768%
	Sneads		0.002404050426%
Jefferson		0.040821647784%	
	Jefferson County		0.037584169001%
	Monticello		0.003237478783%
Lafayette		0.031911772076%	
	Lafayette County		0.031555885457%
	Mayo		0.000355886619%
Lake		1.139211224519%	
	Lake County		0.757453827343%
	Astatula		0.002727253579%
	Clermont		0.075909163209%
	Eustis		0.041929254098%
	Fruitland Park		0.008381493024%
	Groveland		0.026154034992%
	Howey-In-The-Hills		0.002981458307%
	Lady Lake		0.025048244426%
	Leesburg		0.091339390185%
	Mascotte		0.011415608025%
	Minneola		0.016058475803%
	Montverde		0.001347285057%
	Mount Dora		0.041021380070%
	Tavares		0.031820984673%
	Umatilla		0.005623371728%
Lee		3.325371883359%	
	Lee County		2.115268407509%
	Bonita Springs		0.017374893143%
	Cape Coral		0.714429677167%
	Estero		0.012080171813%
	Fort Myers		0.431100350585%
	Fort Myers Beach		0.000522935440%
	Sanibel		0.034595447702%
Leon		0.897199244939%	
	Leon County		0.471201146391%

	Tallahassee		0.425998098549%
Levy		0.251192401748%	
	Levy County		0.200131750679%
	Bronson		0.005701448894%
	Cedar Key		0.005180329202%
	Chiefland		0.015326729337%
	Fanning Springs		0.000808007885%
	Inglis		0.004976965420%
	Otter Creek		0.000408543312%
	Williston		0.017774357715%
	Yankeetown		0.000884269303%
Liberty		0.019399452225%	
	Liberty County		0.019303217578%
	Bristol		0.000096234647%
Madison		0.063540287455%	
	Madison County		0.053145129837%
	Greenville		0.000110760631%
	Lee		0.000019973229%
	Madison		0.010264423758%
Manatee		2.721323346235%	
	Manatee County		2.201647174006%
	Anna Maria		0.009930326116%
	Bradenton		0.379930754632%
	Bradenton Beach		0.014012127744%
	Holmes Beach		0.028038781473%
	Longboat Key		0.034895046131%
	Palmetto		0.052869136132%
Marion		1.701176168960%	
	Marion County		1.303728892837%
	Belleview		0.009799592256%
	Dunnellon		0.018400790795%
	McIntosh		0.000145259844%
	Ocala		0.368994504094%
	Reddick		0.000107129135%
Martin		0.869487298116%	

	Martin County		0.750762795758%
	Jupiter Island		0.020873839646%
	Ocean Breeze Park		0.008270732393%
	Sewall's Point		0.008356072551%
	Stuart		0.081223857767%
Miami-Dade		5.232119784173%	
	Miami-Dade County		4.282797675552%
	Aventura		0.024619727885%
	Bal Harbour		0.010041086747%
	Bay Harbor Islands		0.004272455175%
	Biscayne Park		0.001134842535%
	Coral Gables		0.071780152131%
	Cutler Bay		0.009414653668%
	Doral		0.013977628531%
	El Portal		0.000924215760%
	Florida City		0.003929278792%
	Golden Beach		0.002847092951%
	Hialeah		0.098015895785%
	Hialeah Gardens		0.005452691411%
	Homestead		0.024935668046%
	Indian Creek		0.002543863026%
	Key Biscayne		0.013683477346%
	Medley		0.008748274131%
	Miami		0.292793005448%
	Miami Beach		0.181409572478%
	Miami Gardens		0.040683650932%
	Miami Lakes		0.007836768608%
	Miami Shores		0.006287935516%
	Miami Springs		0.006169911893%
	North Bay Village		0.005160355974%
	North Miami		0.030379280717%
	North Miami Beach		0.030391990953%
	Opa-locka		0.007847663096%
	Palmetto Bay		0.007404620570%
	Pinecrest		0.008296152866%

	South Miami		0.007833137111%
	Sunny Isles Beach		0.007693324511%
	Surfside		0.004869836285%
	Sweetwater		0.004116300842%
	Virginia Gardens		0.001172973244%
	West Miami		0.002654623657%
Monroe		0.476388738585%	
	Monroe County		0.330124785469%
	Islamorada		0.022357305808%
	Key Colony Beach		0.004751812661%
	Key West		0.088087385417%
	Layton		0.000150707089%
	Marathon		0.030916742141%
Nassau		0.476933463002%	
	Nassau County		0.392706357951%
	Callahan		0.000225152759%
	Fernandina Beach		0.083159445195%
	Hillard		0.000842507098%
Okaloosa		0.819212865955%	
	Okaloosa County		0.612059617545%
	Cinco Bayou		0.000733562214%
	Crestview		0.070440130066%
	Destin		0.014678507281%
	Fort Walton Beach		0.077837487644%
	Laurel Hill		0.000079892914%
	Mary Esther		0.009356549730%
	Niceville		0.021745398713%
	Shalimar		0.001824826796%
	Valparaiso		0.010456893052%
Okeechobee		0.353495278692%	
	Okeechobee County		0.314543851405%
	Okeechobee		0.038951427287%
Orange		4.671028214546%	
	Orange County		3.063330386979%
	Apopka		0.097215150892%

	Bay Lake		0.023566594013%
	Belle Isle		0.010798253686%
	Eatonville		0.008325204835%
	Edgewood		0.009716067845%
	Lake Buena Vista		0.010355211161%
	Maitland		0.046728276209%
	Oakland		0.005429086686%
	Ocoee		0.066599822928%
	Orlando		1.160248481490%
	Windemere		0.007548064667%
	Winter Garden		0.056264584996%
	Winter Park		0.104903028159%
Osceola		1.073452092940%	
	Osceola County		0.837248691390%
	Kissimmee		0.162366006872%
	St. Cloud		0.073837394678%
Palm Beach		8.601594372053%	
	Palm Beach County		5.552548475026%
	Atlantis		0.018751230169%
	Belle Glade		0.020828445945%
	Boca Raton		0.472069073961%
	Boynton Beach		0.306498271771%
	Briny Breezes		0.003257452012%
	Cloud Lake		0.000188837798%
	Delray Beach		0.351846579457%
	Glen Ridge		0.000052656694%
	Golf		0.004283349663%
	Greenacres		0.076424835657%
	Gulf Stream		0.010671151322%
	Haverhill		0.001084001589%
	Highland Beach		0.032510968934%
	Hypoluxo		0.005153092982%
	Juno Beach		0.016757538804%
	Jupiter Island		0.125466374888%
	Jupiter Inlet Colony		0.005276563849%

	Lake Clarke Shores		0.007560774903%
	Lake Park		0.029433275980%
	Lake Worth		0.117146617298%
	Lantana		0.024507151505%
	Loxahatchee Groves		0.002531152789%
	Manalapan		0.021632822333%
	Mangonia Park		0.010696571795%
	North Palm Beach		0.044349646256%
	Ocean Ridge		0.012786497807%
	Pahokee		0.004018250447%
	Palm Beach		0.185476848123%
	Palm Beach Gardens		0.233675880257%
	Palm Beach Shores		0.014135598612%
	Palm Springs		0.038021764282%
	Riviera Beach		0.163617057282%
	Royal Palm Beach		0.049295743959%
	South Bay		0.001830274040%
	South Palm Beach		0.005866681967%
	Tequesta		0.031893614595%
	Wellington		0.050183644758%
	West Palm Beach		0.549265602541%
Pasco		4.692087260494%	
	Pasco County		4.319205239813%
	Dade City		0.055819726723%
	New Port Richey		0.149879107494%
	Port Richey		0.049529975458%
	San Antonio		0.002189792155%
	St. Leo		0.002790804761%
	Zephyrhills		0.112672614089%
Pinellas		7.934889816777%	
	Pinellas County		4.546593184553%
	Belleair		0.018095745121%
	Belleair Beach		0.004261560686%
	Belleair Bluffs		0.007502670965%
	Belleair Shore		0.000439411029%



	Clearwater		0.633863120196%
	Dunedin		0.102440873796%
	Gulfport		0.047893986460%
	Indian Rocks Beach		0.008953453662%
	Indian Shores		0.011323004874%
	Kenneth City		0.017454786058%
	Largo		0.374192990777%
	Madeira Beach		0.022616957779%
	North Reddington Beach		0.003820333909%
	Oldsmar		0.039421706033%
	Pinellas Park		0.251666311991%
	Redington Beach		0.003611522882%
	Redington Shores		0.006451352841%
	Safety Harbor		0.038061710740%
	Seminole		0.095248695748%
	South Pasadena		0.029968921656%
	St. Pete Beach		0.071791046619%
	St. Petersburg		1.456593090134%
	Tarpon Springs		0.101970595050%
	Treasure Island		0.040652783215%
Polk		2.150483025298%	
	Polk County		1.558049828484%
	Auburndale		0.028636162584%
	Bartow		0.043971970660%
	Davenport		0.005305615818%
	Dundee		0.005597951255%
	Eagle Lake		0.002580177987%
	Fort Meade		0.007702403251%
	Frostproof		0.005857603227%
	Haines City		0.047984773863%
	Highland Park		0.000063551182%
	Hillcrest Heights		0.000005447244%
	Lake Alfred		0.007489960729%
	Lake Hamilton		0.002540231530%
	Lakeland		0.294875668468%

	Lake Wales		0.036293172134%
	Mulberry		0.005414560702%
	Polk City		0.001080370093%
	Winter Haven		0.097033576087%
Putnam		0.384893194068%	
	Putnam County		0.329225990182%
	Crescent City		0.005561636294%
	Interlachen		0.001877483489%
	Palatka		0.046955244716%
	Pomona Park		0.000379491344%
	Welaka		0.000893348043%
Santa Rosa		0.701267319513%	
	Santa Rosa County		0.592523984216%
	Gulf Breeze		0.061951507906%
	Jay		0.000159785829%
	Milton		0.046632041562%
Sarasota		2.805043857579%	
	Sarasota County		1.924315263251%
	Longboat Key		0.044489458856%
	North Port		0.209611771277%
	Sarasota		0.484279979635%
	Venice		0.142347384560%
Seminole		2.141148264544%	
	Seminole County		1.508694164839%
	Altamonte Springs		0.081305566430%
	Casselberry		0.080034542791%
	Lake Mary		0.079767627827%
	Longwood		0.061710013415%
	Oviedo		0.103130858057%
	Sanford		0.164243490362%
	Winter Springs		0.062262000824%
St. Johns		0.710333349554%	
	St. Johns County		0.656334818131%
	Hastings		0.000010894488%
	Marineland		0.000000000000%

	St. Augustine		0.046510386442%
	St. Augustine Beach		0.007477250493%
St. Lucie		1.506627843552%	
	St. Lucie County		0.956156584302%
	Fort Pierce		0.159535255654%
	Port St. Lucie		0.390803453989%
	St. Lucie Village		0.000132549608%
Sumter		0.326398870459%	
	Sumter County		0.302273026046%
	Bushnell		0.006607507174%
	Center Hill		0.001312785844%
	Coleman		0.000748088199%
	Webster		0.001423546476%
	Wildwood		0.014033916721%
Suwannee		0.191014879692%	
	Suwannee County		0.161027800555%
	Branford		0.000929663004%
	Live Oak		0.029057416132%
Taylor		0.092181897282%	
	Taylor County		0.069969851319%
	Perry		0.022212045963%
Union		0.065156303224%	
	Union County		0.063629259109%
	Lake Butler		0.001398126003%
	Raiford		0.000012710236%
	Worthington Springs		0.000116207876%
Volusia		3.130329674480%	
	Volusia County		1.708575342287%
	Daytona Beach		0.447556475212%
	Daytona Beach Shores		0.039743093439%
	DeBary		0.035283616215%
	DeLand		0.098983689498%
	Deltona		0.199329190038%
	Edgewater		0.058042202343%
	Flagler Beach		0.000223337011%

	Holly Hill		0.031615805143%
	Lake Helen		0.004918861482%
	New Smyrna Beach		0.104065968306%
	Oak Hill		0.004820811087%
	Orange City		0.033562287058%
	Ormond Beach		0.114644516477%
	Pierson		0.002333236251%
	Ponce Inlet		0.023813535748%
	Port Orange		0.177596501562%
	South Daytona		0.045221205323%
Wakulla		0.115129321208%	
	Wakulla County		0.114953193647%
	Sopchoppy		0.000107129135%
	St. Marks		0.000068998426%
Walton		0.268558216151%	
	Walton County		0.224268489581%
	DeFuniak Springs		0.017057137234%
	Freeport		0.003290135477%
	Paxton		0.023942453860%
Washington		0.120124444109%	
	Washington County		0.104908475404%
	Caryville		0.001401757499%
	Chipley		0.012550450560%
	Ebro		0.000221521263%
	Vernon		0.000361333863%
	Wausau		0.000680905521%

100.00%

100.00%

# EXHIBIT C

## Schedule A

### Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“**Core Strategies**”), such that a minimum of \_\_% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually.<sup>1</sup>

#### A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

#### B. Medication-Assisted Treatment (“MAT”) Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

#### C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

#### D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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<sup>1</sup> As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.



#### E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

#### F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

#### G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools.;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

#### H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** March 15, 2022

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinance No. 2022-01 - Second Reading – (quasi-judicial) Consideration of a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Program Incentives to construct an 18-unit, mixed use multifamily development commonly referred to as “Casa Bella” within the Mixed Use – West (MU-W) zoning district

**SUMMARY:**

The applicant, Giorgio Antoniazzi, AIA of Antoniazzi Architecture on behalf of Julie Cruz of Creative Financing, LLC, is requesting approval of the following:

1. Mixed-Use Urban Planned Development to construct an 18-unit mixed-use multifamily development.
2. Major Site Plan for the development of a new mixed-use development in excess of 7,500 square feet.
3. Conditional Use for the establishment of residential uses in excess of 7,500 square feet.
4. Sustainable Bonus Incentive Program for additional density of 3 units.

**BACKGROUND AND JUSTIFICATION:**

The 0.52-acre subject site is currently vacant and is located on the east side of Boutwell Road approximately 230 feet south of 10th Avenue North. The site currently contains a single-family residence as well as a vacant lot. The existing single-family residence is proposed to be demolished prior to the project’s construction if the project is approved. The proposed project consists of a 2-story building with 18 dwelling units and 417 square feet of office space.

On July 7, 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 (6-0 vote).

First reading of the application was delayed to allow for an ownership transfer of Creative Financing, LLC to Julie Cruz on September 13, 2021, subsequent to the passing of Richard Cruz.

The applicant submitted revisions on January 3, 2022 per a Planning & Zoning Board condition of approval that required the applicant to provide a photometric plan and revised site and landscape plans to reflect the location of the monument sign. A condition of approval has been added to require that 50% of the \$21,600 sustainable incentive bonus fee for the three (3) additional residential units be paid to the City prior to the issuance of a building permit or to vest the project, whichever occurs first.

The City Commission voted to approve the project on first reading (3-2 vote) at the February 15, 2022 meeting with additional conditions of approval regarding the addition of a bicycle rack and

dog bag dispenser, the requirement that laundry be provided in each unit and the requirement to provide security cameras and doorbell cameras.

**MOTION:**

Move to approve/disapprove Ordinance No. 2022-01 for a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Program Incentives to construct an 18-unit, mixed use multifamily development commonly referred to as “Casa Bella” within the Mixed Use – West (MU-W) zoning district.

**ATTACHMENT(S):**

Ordinance 2022-01  
PZB Staff Report  
Site Plan Package  
Supplemental Supporting Documents

**ORDINANCE NO. 2022-01 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 MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED ON THE EAST SIDE OF BOUTWELL RD APPROXIMATELY 230 FEET SOUTH OF 10TH AVE NORTH AND CONSISTING OF APPROXIMATELY 0.52 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE MIXED USE - WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY BONUS INCENTIVE THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 18-UNIT MIXED USE URBAN PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE**

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

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

WHEREAS, Giorgio Antoniazzi, AIA of Antoniazzi Architecture on behalf of Julie Cruz of Creative Financing, LLC (the applicant) has petitioned the City of Lake Worth Beach (the City) for creation of a Mixed Use Urban Planned Development District to allow for the approval of a 18-unit mixed use development, currently known as "Casa Bella" on a site located East side of Boutwell Rd approx. 230 feet south of 10th Ave N (PCN 38-43-44-20-01-033-0060) as further described in Exhibit A (the Property) within the MU-W Zoning District and the MU-W Future Land Use designation, which, if approved, shall constitute an amendment to the City's official zoning map; and

WHEREAS, the applicant requests use of the City's Sustainable Bonus Incentive Program to allow for additional density to be considered in conjunction with the applicant's request for approval for a major site plan for the construction of a mixed-use urban planned development currently known as "Casa Bella" that will contain 18 dwelling units and +/- 417 square feet of office space to be constructed on this site;

WHEREAS, on July 7, 2021, the Lake Worth Beach Planning and Zoning Board (P&Z Board) considered the subject application for a Mixed Use Urban Planned Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program, and recommended that the City Commission approve the creation of this mixed use urban planned development subject to specific district development standards and certain enumerated conditions; and

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that the Mixed Use Urban Planned Development Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program including the development regulations and conditions, meets the requirements of the Land Development Regulations, Section 23.3.25.

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

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

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

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

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

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

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

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the 1<sup>st</sup> day of June 2021.

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

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

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

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

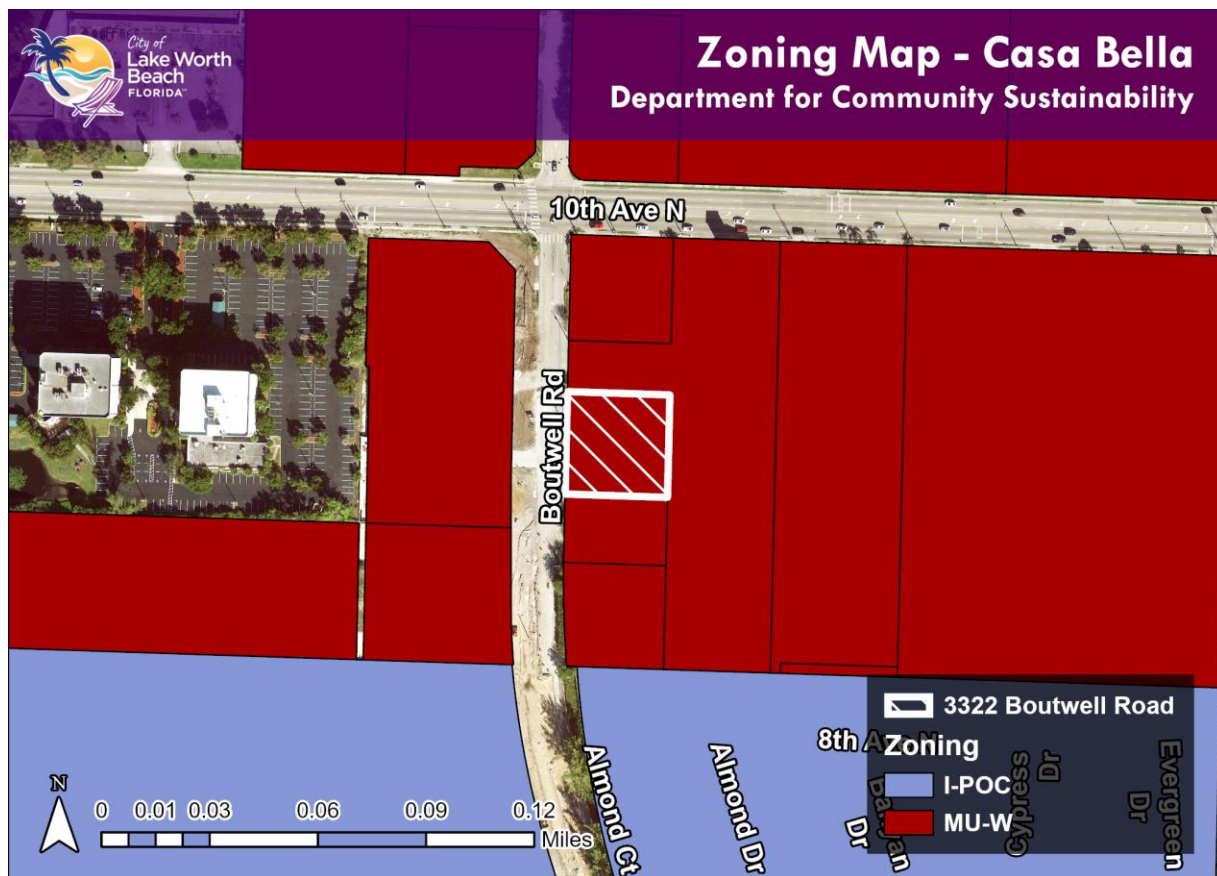


### Exhibit A

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION**  
**PROPERTY DESCRIPTION FOR PZB CASE No. 20-009000021 / Ordinance 2022-01**

The subject site is a vacant 0.52-acre parcel. The site is located at 1715 North Dixie Highway on East side of Boutwell Rd approx. 230 feet south of 10th Ave N.

<b>Applicant</b>	Giorgio Antoniazzi, AIA of Antoniazzi Architecture
<b>Owner(s)</b>	Julie Cruz of Creative Financing, LLC
<b>General Location</b>	East side of Boutwell Rd approx. 230 feet south of 10 <sup>th</sup> Ave N
<b>Existing PCN Numbers</b>	38-43-44-20-01-033-0060
<b>Existing Land Use</b>	Vacant
<b>Zoning</b>	Mixed Use – West (MU-W)
<b>Future Land Use Designation</b>	Mixed Use – West (MU-W)



**Exhibit B****DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION  
DEVELOPMENT STANDARDS FOR PZB CASE # 20-00900002**

Development Standard		Base Zoning District	Mixed-Use Urban Planned Development w/ Sustainable Bonus Incentive Program (SBIP)	Provided
Lot Size (min) In square feet (sf)		13,000 sf	Greater or equal to 21,780 sf (0.5 acres)	22,500 sf (0.52 acres)
Lot Width (min)		100'	100'	150'
Setbacks	Front (min) (Boutwell Rd)	20' min. 32' max	20' min. 32' max	<b>16.5'*</b>
	Rear (min)	15' or 10%	15' or 10%	15'
	Side (min)	10'	10'	11'
Impermeable Surface Coverage (maximum)		65%	65%	<b>69.8%*</b>
Structure Coverage (max)		50%	50%	33%
Living Area (min)		Efficiency: 400 sf 1-bed: 600 sf 2-bed: 750 sf	Efficiency: 400 sf 1-bed: 600 sf 2-bed: 750 sf	Efficiency: +/-557 sf (Qty. 4) 1-bed: +/-650 sf (Qty. 6) 2-bed: +/-815 sf (Qty. 8)
Parking		22	22	23
Density (max)		30 du/acre (15 units)	37.5 du/acre (19 units)	34.6 du/acre (18 units)
Building Height (max)		30'	81.25'	24'
Floor Area Ratio (FAR) (max)		1.3	3.75	0.60

*\*A relaxing or waiving of base zoning district requirements is requested.*

## **Exhibit C**

### **DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION CONDITIONS OF APPROVAL FOR PZB CASE No. 20-00900002 (Ordinance 2022-01)**

#### **Electric Utilities:**

1. Prior to the issuance of a building permit, the following actions shall be completed:
  - a. Provide the voltage requirements on the site plan.
  - b. Provide the electrical riser diagram and load calculations.
  - c. Provide 3-foot clearance of the padmount transformer from the nearby parking space, or provide a bollard.
2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
  - a. Provide and record a 10-foot utility easement at the padmount transformer location.
  - b. Pay all fees associated with the new service (materials and construction fees).
  - c. Complete a final electrical inspection.

#### **Planning:**

1. Prior to the issuance of a building, submit the unity of title documentation from when the lots were combined. If unity of title documentation cannot be submitted, a new unity of title form shall be filled out with the City (see attached form). The lot does not show record of being platting. Instead, it appears the lots were joined by unity of title or by parcel combination for tax deed purposes.
2. Within six (6) months of ordinance adoption or prior to the issuance of a building permit, whichever is sooner, fifty percent (50%) of the sustainable bonus fee (\$21,600.00) shall be paid to the City. The required fee payment is \$10,800.00.
3. Prior to building permit and subject to concurrent minor site plan review, the photometric plan shall be updated to provide the lighting level at the southern property line to ensure compliance with LDR Section 23.4-3(c)(4), which states that "lighting shall be shielded and located to not allow light to trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line." Further, LED lighting shall have a warm tone (not to exceed 3000K) with fixtures that are dark sky compliant. Specifically, the wall fixture identified in the photometric plan shall be replaced with a dark sky compliant fixture.
4. Prior to the issuance of a building permit, a sign plan shall be submitted that depicts a minimum of 50% of the face of one of the monument signs shall be dedicated to the proposed office and small internal directional signage approximately 2 sf in size shall be provided
5. The office shall have a separate business license from the multi-family complex in order for the project to qualify as mixed-use.
6. Prior to the issuance of a business license, all code violations shall be remediated.

**Public Works:**

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.
2. Thirty days prior to first reading at the City Commission, contact and meet with a representative from the Public Works Solid Waste and Recycling Division to confirm dumpster enclosure location, accessibility and demand on property and that it is compatible with the requirements of the Department of Public Works.
3. Prior to the issuance of a Certificate of Occupancy:
  - a. All conditions of approval shall be satisfied under jurisdiction of the Department of Public Works.
  - b. 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.
  - c. Fine grade and sod all disturbed areas with bahia sod.
  - d. Broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
  - e. The right of way shall be restored to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.
4. Prior to the issuance of a building permit, contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City.
5. Prior to the issuance of a building permit, the contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.

**Utilities Water & Sewer:**

The building department Engineering Submittal shall include the following:

1. At time of engineering submittal, provide a full drawing set of the proposed drainage calculations and any permits or permitting information from SFWMD and LWDD.
2. The irrigation service and the lift station service shall use an RPZ device/s instead of a pressure vacuum breaker.
3. Provide PBC county right of way permit for utility work and driveway cut.
4. Provide the PBC department of Health permit for the sewer transmission system and water distribution system.
5. Show water & sewer services, drainage structures, and stormmains on landscape plan. Confirm minimum spacing between landscape and services per Public Services Detail 23, Typical Tree with Root Barrier.
6. Fireflow calculations based on a recent hydrant test. Contact Pedro Segovia with Palm Beach County at psegovia@pbcgov.com
7. Water will require a dedicated 15-foot utility easement.
8. Signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.
9. Provide geotechnical information for the determination of the hydraulic conductivity of the soil, and groundwater elevation.

10. An Erosion Control plan and with the BMPs and NPDES compliance practices shall be provided for the project site.
11. Engineering plans shall include cross-sections along each property line and with grading showing the design storm (3 yr, 1 hour (2.6")) runoff being maintained on site.
12. Provide existing and proposed site grades.
13. Indicate vertical datum on all plan drawings with grades.
14. All applicable City of Lake Worth details.
15. capacity fees for water and sewer must be paid in full in accordance with the current City Ordinance.
16. Prior to Certificate of Occupancy, a Bill of Sale for the public utilities and easements must be dedicated for recording.

**City Commission:**

1. The landscape and site plan shall be modified prior to the issuance of a building permit to depict the location of the required bicycle rack and dog bag dispenser.
2. The floor plan and site plan shall be modified prior to the issuance of a building permit to reflect the requirement that laundry shall be provided in each unit.
3. Security cameras and doorbell security cameras shall be installed prior to the issuance of certificate of occupancy.



DATE: June 30, 2021

TO: Members of the Planning and Zoning Board

FROM: Andrew Meyer, Senior Community Planner

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

MEETING: July 7, 2021

SUBJECT: **PZB Project # 20-00900002:** A request by Giorgio Antoniazzi, AIA of Antoniazzi Architecture on behalf of Richard Cruz of Creative Financing, LLC for consideration of a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Program Incentives to construct an 18-unit, mixed use multifamily development within the Mixed Use – West (MU-W) zoning district, PCN # 38-43-44-20-01-033-0060.

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**PROJECT DESCRIPTION:**

The applicant, Giorgio Antoniazzi, AIA of Antoniazzi Architecture on behalf of Julie Cruz of Creative Financing, LLC, is requesting approval of the following:

1. **Mixed-Use Urban Planned Development** to construct an 18-unit mixed-use multifamily development.
2. **Major Site Plan** for the development of a new mixed-use development in excess of 7,500 square feet.
3. **Conditional Use** for the establishment of residential uses in excess of 7,500 square feet.
4. **Sustainable Bonus Incentive Program** for additional density of 3 units.

The 0.52-acre subject site is currently vacant, and is located on the east side of Boutwell Road approximately 230 feet south of 10<sup>th</sup> Avenue North. The site currently contains a single-family residence as well as a vacant lot. The existing single-family residence is proposed to be demolished prior to the project's construction if approved. The proposed project consists of a 2-story building with 18 dwelling units and 417 square feet of office space.

**Staff Recommendation:**

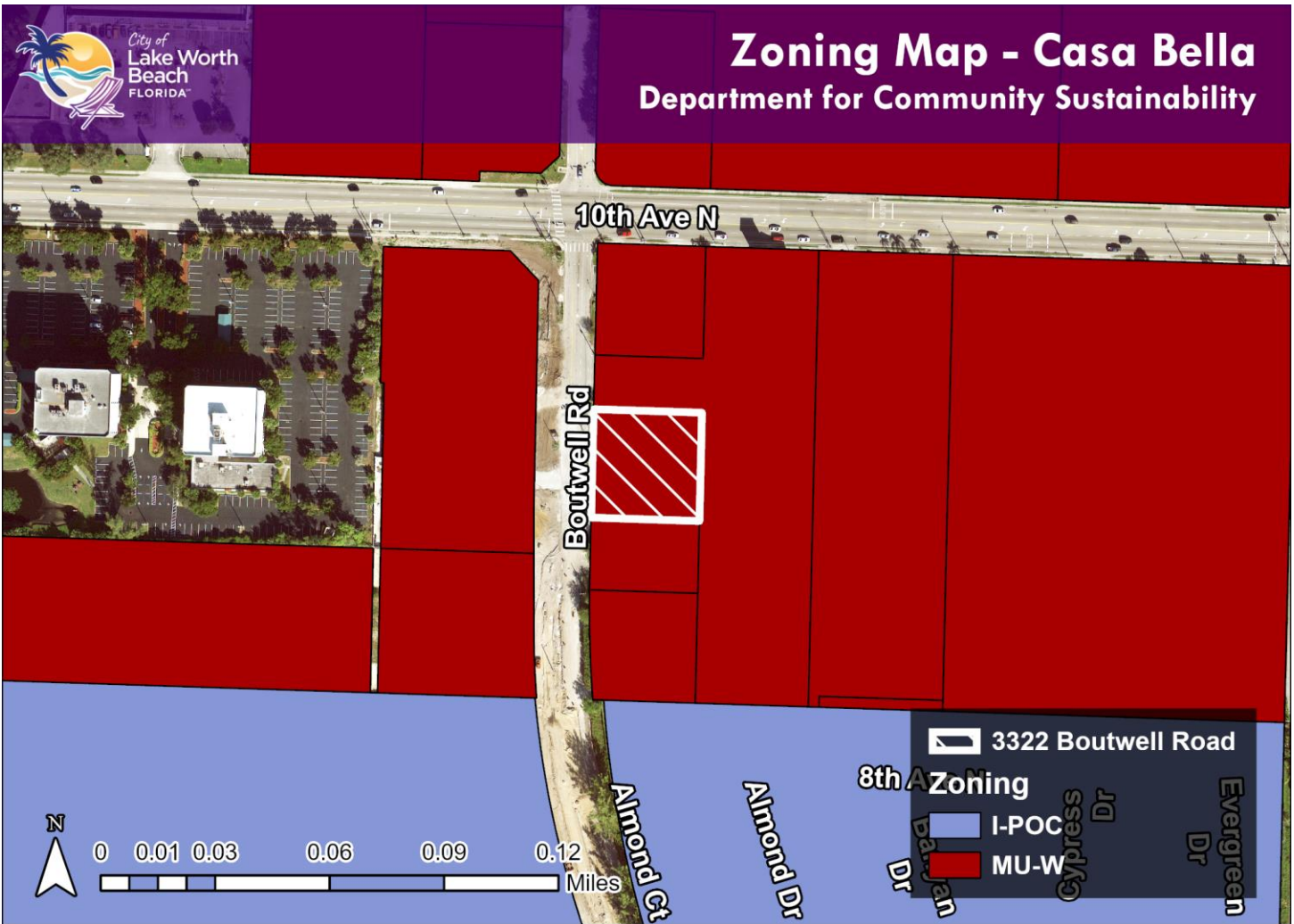
Staff has reviewed the documentation and materials provided by the applicant for consistency with applicable guidelines and standards found in the City of Lake Worth Beach Zoning Code and Comprehensive Plan. The proposed development meets the criteria of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board approve the Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Incentive Program with conditions of approval to the City Commission, including that 50% of the requested sustainable bonus be paid into the City's Sustainable Bonus Trust.



**PROPERTY DESCRIPTION:**

<b>Applicant</b>	Giorgio Antoniazzi, AIA of Antoniazzi Architecture
<b>Owner(s)</b>	Richard Cruz of Creative Financing, LLC
<b>General Location</b>	East side of Boutwell Rd approx. 230 feet south of 10 <sup>th</sup> Ave N
<b>Existing PCN Numbers</b>	38-43-44-20-01-033-0060
<b>Existing Land Use</b>	Vacant
<b>Zoning</b>	Mixed Use – West (MU-W)
<b>Future Land Use Designation</b>	Mixed Use – West (MU-W)

**ZONING MAP:**



**BACKGROUND:**

The project site is located on the east side of Boutwell Road approximately 230 feet south of 10<sup>th</sup> Avenue North. Based on Palm Beach Property Appraiser's records and City records, the site currently contains a single-family residence as well as a vacant lot. Should the project be approved, the existing single-family residence would be demolished prior to the project's construction. Additionally, a search performed on May 20, 2021 indicated that there was one open code compliance violation at the project site for storage and accumulation of refuse containers and trash. The project has been conditioned so that the subject code violation shall be completed prior to the issuance of a business license.

**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 higher-density residential use with a small office component in a district where there is a significant amount of existing non-residential uses. The addition of these units 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. Casa Bella proposes a mixed-use 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 polices 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. The subject planned development is requesting to waive or relax base zoning district requirements in two (2) areas of the LDRs, including:

- LDR Section 23.3-18(c)(4)(B)(1) regarding the minimum front setback
- LDR Section 23.3-18(c)(5)(C)(3) regarding the maximum impermeable surface

**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 mixed-use urban planned 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, including requests to waiver or relax base zoning district requirements as permitted in planned developments and factoring in the Sustainable Bonus incentives, Planned Development incentives, and the Comprehensive Plan maximums:

Development Standard		Base Zoning District	Mixed-Use Urban Planned Development w/ Sustainable Bonus Incentive Program (SBIP)	Provided
Lot Size (min) In square feet (sf)		13,000 sf	Greater or equal to 21,780 sf (0.5 acres)	22,500 sf (0.52 acres)
Lot Width (min)		100'	100'	150'
Setbacks	Front (min) (Boutwell Rd)	20' min. 32' max	20' min. 32' max	<b>16.5'</b> *
	Rear (min)	15' or 10%	15' or 10%	15'
	Side (min)	10'	10'	11'
Impermeable Surface Coverage (maximum)		65%	65%	<b>69.8%*</b>
Structure Coverage (max)		50%	50%	33%
Living Area (min)		Efficiency: 400 sf 1-bed: 600 sf 2-bed: 750 sf	Efficiency: 400 sf 1-bed: 600 sf 2-bed: 750 sf	Efficiency: +/-557 sf (Qty. 4) 1-bed: +/-650 sf (Qty. 6) 2-bed: +/-815 sf (Qty. 8)
Parking		22	22	23
Density (max)		30 du/acre (15 units)	37.5 du/acre (19 units)	34.6 du/acre (18 units)
Building Height (max)		30'	81.25'	24'
Floor Area Ratio (FAR) (max)		1.3	3.75	0.60

*\*A relaxing or waiving of base zoning district requirements is requested.*

**Density & Floor Area Ratio (FAR):** The base zoning district allows a maximum density of 30 units per acre. Based on Section 23.3-25(b)(2)(C) of the City's Land Development Regulations, 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. Table 1 of the City's Comprehensive Plan allows a density of 30 units an acre. Therefore, 30 units per acre plus 25% equals a maximum density of 37.5 units per acre. The proposed residential planned development proposes a density of 34.6 units per acre (18 units) which does not exceed the maximum density allowed on this property. The FAR permitted by right at this location is 1.3, and a Planned Development at this location allows for a FAR of 3.75. The project proposes one building with an FAR of .60, well below the maximum FAR for this location.

**Height:** The maximum building height permitted by right at this location is 30 feet not to exceed 2 stories. A Planned Development at this location allows for a building height of up to 81.25 feet (5 stories in height). The project proposes a building that is 24 feet and 2 stories in height, well below the allowed height for this location.

**Landscaping:** The development proposal has been reviewed for landscaping and exceeds the City's landscape regulations in LDR Section 23.6-1. The excess landscaping is being used as credit toward the project's Sustainable Bonus application. Gumbo Limbo, Pigeon Plum, Silver Buttonwood, and Simpsons Stopper are proposed for the site, as well as Bahama Coffee and Spanish Stopper, among others.

**Lighting:** No photometric plan has been submitted, however the applicant has stated that the project will utilize motion-sensing lighting for the site's exterior to fulfill part of the project's Sustainable Bonus application. Staff has conditioned the project to provide lighting fixtures which shall be compatible with the architectural style of the building and 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 2700 K is required and all fixtures shall be dark skies compliant.

**Signage:** This application is proposing two small monument signs at the southeast and southwest corners of the site along Boutwell Road. The project has been conditioned to provide the location of the proposed monument signs on the site plan, and ensure that they are landscaped in conformance with the code prior to first reading before the City Commission. Further, a minimum of 50% of the face of one of the monument signs shall be dedicated to the proposed office and internal directional signage approximately 2 sf in size shall be provided and depicted on a signage plan prior to the issuance of a building permit.

**Mixed-Use 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 planned development will require the relaxing of a section of the LDRs related to a staff recommended reduction in required parking by two (2) on-street parking spaces to improve safety. The analysis of this recommendation is outlined under the "Consistency with the City's LDR Requirements" analysis section above. The criteria below list the requirements of all mixed-use urban planned developments.

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

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

**Staff Analysis:** The proposed subject site is located within the Mixed-Use – West zoning district. **Meets Criterion.**

2. *Minimum area required.* The minimum area required for an urban planned development district shall be one-half (0.5) acres.

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

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

**Staff Analysis:** The project will contain a mix of multi-family units and a 417 square foot office space. **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:** 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 subject planned development is requesting to relax LDR Section 23.3-18(c)(4)(B)(1) regarding the minimum front setback of 20 feet. The project proposes a front setback of 16.5 feet. Staff finds the proposed front setback acceptable and meets the general intent of this code section. **Meets Criterion.**

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

**Staff Analysis:** The proposed project has not requested to waive or reduce any of the requirements associated with parking, and meets the minimum parking requirements. By being a mixed-use project, the project obtains a 25% reduction in required parking as per Section 23.4-10.

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

**Staff Analysis:** The development proposal has been reviewed for landscaping and exceeds 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, and provides extra landscaping to meet a portion of the Sustainable Bonus Incentive Program. **Meets Criterion.**

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

**Staff Analysis:** The project has proposed to use motion-activated exterior lighting to limit the amount of light present during the dark hours. The project has been conditioned to provide a photometric plan and ensure lighting does not exceed 12.57 lumens when measured from the property line. Furthermore, the project has also been conditioned to use fixtures which are architecturally appropriate and have a warm color temperature in alignment with Dark Sky guidelines. **Meets Criterion as Conditioned.**

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

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

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

**Staff Analysis:** The project has applied for the Sustainable Bonus Incentive Program and is providing sustainable features to partially meet the standards of the Sustainable Bonus Incentive Program. The project has been conditioned to either provide additional sustainable features or use the payment in-lieu to meet the calculated bonus value. The breakdown of the sustainable bonus and features being provided can be found on Page 12. **Meets Criterion.**

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

A master site plan is required in conjunction with a mixed-use urban 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:** While the project is not located along a major thoroughfare, the project still meets the general intent of the Major Thoroughfare Design Guidelines. The proposal locates the parking to one side of the site to minimize its impact



on Boutwell Road, allowing the residential building to have frontage along Boutwell Road. The project is designed harmoniously and efficiently with the project site and does not impede the development or improvement of surrounding properties. **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 is proposing to redevelop a previously developed site. As such, the disturbance of the natural conditions had already taken place. The proposal incorporates landscaping which greatly improves upon the natural conditions that had existed prior. **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 and exceed the landscape buffering requirements. **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 provides landscape buffering to enhance the residential privacy of the occupants. The entrance to the units and commercial space is from a courtyard which is oriented away from Boutwell Road which provides enhanced privacy of the occupants from view of the right-of-way. **Meets Criterion.**

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

**Staff Analysis:** Emergency access is provided to the site through means of Boutwell Road, and an interior private drive-aisle permits access towards the rear 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:** The site has vehicular access to Boutwell Road, which are public streets. Furthermore, an internal pedestrian circulation system bring pedestrians from Boutwell Road to all points of access to the building. **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:** The residential building has frontage along Boutwell Road, which allows the pedestrian circulation network to have direct access to the right-of-way and be completely insulated from the on-site vehicular circulation system. **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:** Only one vehicular access point is provided to and from the on-site parking. No turnout or merging lanes are proposed are part of this application. **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. **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 proposed around the perimeter of the property to provide screening for the parking areas and buildings on the site. **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 refuse area within the parking area along Boutwell Road. The dumpster is screened by a wall and landscaped to minimize the impact of noise, glare, and odor on adjacent property insofar as feasible. Locating the dumpster elsewhere on the site would either cause unsafe conditions in the parking lot during trash pickup or greater impact on additional adjacent properties. **Meets Criterion.**

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

**Staff Analysis:** The proposed project will revitalize the vacant site, constructing 18 multi-family units with office space. The building to situated towards the north of the site as far away as possible from the residence located on the property to the south, and the enhanced landscape buffer will provide a lesser impact on property values of adjoining properties than the standard landscaping required by code. **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 located within the MU-W zoning district and is surrounded by properties zoned MU-W, therefore the project is not located on the edge of a zoning district. **Criterion Does Not Apply.**

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:** The application has been reviewed by the City's Site Plan Review Team (SPRT) and has been determined that the proposal complies with the Land Development Regulations and that the architecture 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, and the City's Land Development Regulations. **Meets Criterion.**

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

**Staff Analysis:** The project proposes uses which are permitted by right, therefore 23.2-29 does not apply. **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 mixed-use urban planned development is consistent with the intent of the MU-W district. Therefore, the proposed mixed-use urban planned development is compatible and harmonious with the existing and anticipated surrounding uses. **Meets Criterion.**

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

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

Direction	Future Land Use	Zoning District	Current Use
North & East (adjacent)	MU-W	MU-W	Woodspring Suites Hotel
South (adjacent)	MU-W	MU-W	Single-Family Residence
West (across Boutwell Rd)	MU-W	MU-W	Hotel/Vacant (Multi-Family Residential approved)

Per the Palm Beach County Property Appraiser and City Business License Records, the site is surrounded by a mixture of hotel and residential uses. The proposed office and multi-family residential uses have been found to be consistent with the surrounding residential and hotel 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. The proposed development is also at an intensity less than what would be permitted by right if developed with non-residential uses. 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 height and floor area ratio (FAR) that is less than the maximum development potential the code allows on this lot. In addition, the project proposes an intensity which is less than what the Comprehensive Plan anticipates. Therefore, the project is not anticipated to be a more intensive development than what is approved by the future land use element of the Comprehensive Plan. **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:** The applicant has submitted a traffic impact statement which showed minimal impact to adjacent local roads at peak with only 13 trips in the AM peak hour and 11 trips in the PM peak hour, with a total trip generation of 132 trips per day. If the subject property were developed with two or more non-residential uses less than 2,500 square feet and a residential use less than 7,500 square feet, then it is likely that the cumulative volumes on the site would be greater than the proposed office with residential uses. Therefore, the proposal is not anticipated result in a lower level of service than if developed with uses permitted by right. The applicant's Traffic Study can be viewed in Attachment B. **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:** The applicant has submitted a traffic impact statement, which showed minimal impact to traffic on Boutwell Road with only 13 additional trips at AM peak hour and 11 additional trips at PM peak hour. The mixed-use urban planned development is a conditional use because of its size (> 7,500 sf). Subdivision of the property and/or the development of the property with multiple non-residential uses less than 7,500 sf would not mitigate the reliance of future development on Boutwell Road. 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 18-unit residential development to produce significant air pollution emissions that are greater than that of a development permitted by right. The proposed residential uses do 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 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. Should any additional infrastructure be constructed to connect the development to the city's utilities, the applicant shall be responsible for the expense. 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. The site is designed to allow for emergency vehicle and service access to all sides of the site. **Meets Criterion.**

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

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

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

The requested use is for an 18-unit mixed-use project. The use is not anticipated to cause unreasonable noise during the hours listed above. Therefore, the mixed-use 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:** Staff has conditioned the project to provide lighting fixtures which shall be compatible with the architectural style of the building and 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 2700 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 as part of the Planned Development to obtain additional density from the base zoning district, MU-W. Section 23.3-25(b)(2)(B) states that mixed-use urban 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. The site proposes a density of 34.6 units/acre, which is a 15.3% increase on the base density under the maximum established under the subject section. Section 23.2-33(e) provides an applicant the option to pay a fee in lieu of on or off-site features and improvements to be held in a sustainability bonus incentive trust account to be expended on capital projects that enhance community sustainability. The increase in density result in an additional 3 units above the density permitted by right. With an average unit size of 720 square feet, a total of 2,160 square feet of residential units are being added above Table 1 in the Comprehensive Plan. Any increase in density above the allowances under Table 1 in the Comprehensive Plan are at a bonus cost of 10 dollars per square foot.

Incentive	On-Site or Off-Site	Bonus Value Provided
Site Furniture	On-site	\$3,500.00
Additional Landscaping	On-site	\$11,960.00
Lighting Mitigation	On-site	\$6,140.00
<b>TOTAL INCENTIVES PROVIDED</b>		<b>\$21,600.00</b>

The total Sustainable Bonus value is calculated as \$21,600, which the applicant has proposed to provide through a combination of on-site features and payment to the City’s Sustainability Bonus Incentive Trust account. Features being included to meet the Sustainable Bonus include 8 additional trees and 745 additional shrubs above the requirement of the code, as well as motion-sensing light fixtures to reduce energy consumption. Staff has concerns about the nature of

several proposed improvements, and, in addition to therefore staff is recommending payment of 50% of the sustainable bonus fee in lieu of improvements.

### **Public Support/Opposition**

As of June 30, 2021, Staff has not received any letter or comments of support for or opposition against the project.

### **CONCLUSION:**

The proposed request for a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, 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:

### **Electric Utilities:**

1. Prior to the issuance of a building permit, the following actions shall be completed:
  - a. Provide the voltage requirements on the site plan.
  - b. Provide the electrical riser diagram and load calculations.
  - c. Provide 3-foot clearance of the padmount transformer from the nearby parking space, or provide a bollard.
2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
  - a. Provide and record a 10-foot utility easement at the padmount transformer location.
  - b. Pay all fees associated with the new service (materials and construction fees).
  - c. Complete a final electrical inspection.

### **Planning:**

1. Prior to the issuance of a building, submit the unity of title documentation from when the lots were combined. If unity of title documentation cannot be submitted, a new unity of title form shall be filled out with the City (see attached form). The lot does not show record of being platting. Instead, it appears the lots were joined by unity of title or by parcel combination for tax deed purposes.
2. No less than 30 days prior to the anticipated first reading date before the City Commission, the plans shall be amended and resubmitted to staff addressing the following:
  - a. Provide a photometric plan that shows the location, dimensions, and intensity of all outdoor illumination. Note that per LDR Section 23.4-3(c)(4), lighting shall be shielded and located to not allow light trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. The photometric plan should reflect adequate security lighting for area with public access. Also refer to page 52 of the City's Major Thoroughfare Design Guidelines to view the City's design criteria for lighting. LED lighting should have a warm tone (2700K) with fixtures that are dark skies compliant.
  - b. The proposed monument signs shall be depicted the site plan and landscape plan. Landscaping shall be provided as consistent per Section 23.6-1.
  - c. Revise the Sustainable Bonus Incentive proposal to provide half of the required value as fee-in lieu.
3. Prior to the issuance of a building permit, a sign plan shall be submitted that depicts a minimum of 50% of the face of one of the monument signs shall be dedicated to the proposed office and small internal directional signage approximately 2 sf in size shall be provided
4. The office shall have a separate business license from the multi-family complex in order for the project to qualify as mixed-use.



5. Prior to the issuance of a business license, all code violations shall be remediated.

**Public Works:**

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.
2. Thirty days prior to first reading at the City Commission, contact and meet with a representative from the Public Works Solid Waste and Recycling Division to confirm dumpster enclosure location, accessibility and demand on property and that it is compatible with the requirements of the Department of Public Works.
3. Prior to the issuance of a Certificate of Occupancy:
  - a. All conditions of approval shall be satisfied under jurisdiction of the Department of Public Works.
  - b. 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.
  - c. Fine grade and sod all disturbed areas with bahia sod.
  - d. Broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
  - e. The right of way shall be restored to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.
4. Prior to the issuance of a building permit, contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City.
5. Prior to the issuance of a building permit, the contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.

**Utilities Water & Sewer:**

The building department Engineering Submittal shall include the following:

- a. At time of engineering submittal, provide a full drawing set of the proposed drainage calculations and any permits or permitting information from SFWMD and LWDD.
- b. The irrigation service and the lift station service shall use an RPZ device/s instead of a pressure vacuum breaker.
- c. Provide PBC county right of way permit for utility work and driveway cut.
- d. Provide the PBC department of Health permit for the sewer transmission system and water distribution system.
- e. Show water & sewer services, drainage structures, and stormmains on landscape plan. Confirm minimum spacing between landscape and services per Public Services Detail 23, Typical Tree with Root Barrier.
- f. Fireflow calculations based on a recent hydrant test. Contact Pedro Segovia with Palm Beach County at psegovia@pbcgov.com
- g. Water will require a dedicated 15-foot utility easement.
- h. Signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.
- i. Provide geotechnical information for the determination of the hydraulic conductivity of the soil, and groundwater elevation.
- j. An Erosion Control plan and with the BMPs and NPDES compliance practices shall be provided for the project site.
- k. Engineering plans shall include cross-sections along each property line and with grading showing the design storm (3 yr, 1 hour (2.6")) runoff being maintained on site.
- l. Provide existing and proposed site grades.
- m. Indicate vertical datum on all plan drawings with grades.

- n. All applicable City of Lake Worth details.
  - o. capacity fees for water and sewer must be paid in full in accordance with the current City Ordinance.
2. Prior to Certificate of Occupancy, a Bill of Sale for the public utilities and easements must be dedicated for recording.

**Board Actions:**

I MOVE TO RECOMMEND APPROVAL OF PZB PROJECT NUMBER 20-00900002 with staff recommended **conditions** for a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Incentive Program to construct an 18-unit residential 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 20-00900002 with staff recommended **conditions** for a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Incentive Program to construct an 18-unit residential 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 Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Incentive Program.

**ATTACHMENTS:**

- A. Architecture and Site Plans
- B. Landscape Plan
- C. Civil Plans
- D. Supplemental Supporting Documents



# DRAWING INDEX

## GENERAL

Sheet Number	Sheet Name	Revision	Date
G-000	COVER		
G-001	PROJECT STATISTICS	1	09/30/2020
G-002	AERIAL VIEW		

## CIVIL

Sheet Number	Sheet Name	Revision	Date
C-001	COVER SHEET	1	09/30/2020
C-101	PAVING, GRADING & DRAINAGE PLAN	1	09/30/2020
C-102	EROSION AND SEDIMENT CONTROL PLAN	1	09/30/2020
C-103	STRIPING AND SIGNAGE PLAN	1	09/30/2020
C-301	EROSION CONTROL NOTES & DETAILS	1	09/30/2020
C-302	STANDARD DETAILS	1	09/30/2020
C-303	STANDARD DETAILS	1	09/30/2020
C-WS001	WATER MAIN COVER SHEET	1	09/30/2020
C-WS002	GENERAL NOTES	1	09/30/2020
C-WS101	WATER & SEWER PLAN	1	09/30/2020
C-WS102	SANITARY SEWER STANDARD DETAILS	1	09/30/2020
C-WS103	SANITARY SEWER STANDARD DETAILS	1	09/30/2020
C-WS104	WATER STANDARD DETAILS	1	09/30/2020

## LANDSCAPE

Sheet Number	Sheet Name	Revision	Date
L0-00	LANDSCAPE INDEX	1	09/30/2020
L0-01	LANDSCAPE NOTES	1	09/30/2020
L0-02	LANDSCAPE CALCULATIONS	1	09/30/2020
L0-03	TREE SURVEY	1	09/30/2020
L1-00	TREE DISPOSITION PLAN	1	09/30/2020
L1-01	TREE MITIGATION PLAN	1	09/30/2020
L1-10	RENDERED PLAN	1	09/30/2020
L1-11	HARDSCAPE PLAN	1	09/30/2020
L1-12	TREE PLAN	1	09/30/2020
L1-13	SHRUB PLAN	1	09/30/2020
L5-11	HARDSCAPE DETAILS	1	09/30/2020
L5-12	PLANTING DETAILS	1	09/30/2020
L6-00	TREE DISPOSITION & MITIGATION SCHEDULES	1	09/30/2020
L6-10	LANDSCAPE SCHEDULES	1	09/30/2020

## ARCHITECTURE

Sheet Number	Sheet Name	Revision	Date
A-001	SITE PLAN	1	09/30/2020
A-002	AREA DIAGRAMS	1	09/30/2020
A-003	FAR DIAGRAMS		
A-004	3D IMAGES		
A-005	3D IMAGES		
A-006	3D IMAGES		
A-100	GROUND LEVEL PLAN	1	09/30/2020
A-101	LEVEL 2 PLAN	1	09/30/2020
A-102	ROOF PLAN	1	09/30/2020
A-300	ARCHITECTURAL ELEVATION		
A-301	ARCHITECTURAL ELEVATION		
A-302	Section		

## OWNER/DEVELOPER

RICHARD CRUZ  
3322 BOUTWELL RD  
LAKE WORTH BEACH, FL 33461

## ARCHITECT OF RECORD

ANTONIAZZI ARCHITECTURE INC  
340 W. FLAGLER ST # 1108  
MIAMI FL 33130  
(786) 496 2979

## LANDSCAPE ARCHITECT

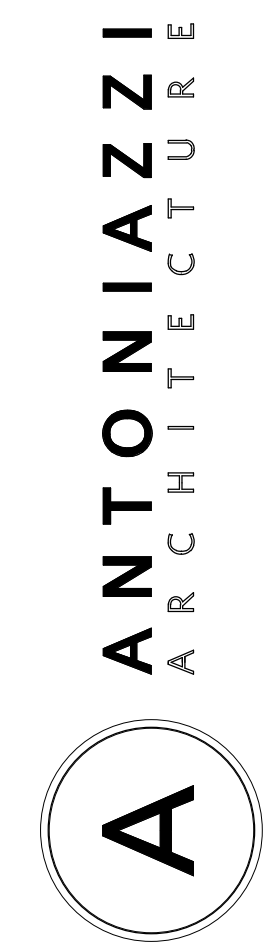
PEREZ LANDSCAPE ARCHITECT  
10311 SW 142 CT  
MIAMI FL 33186

## CIVIL ENGINEER

TYG CONSULTING ENGINEERING  
3921 NEW VALENCIA  
GREENACRES, FL 33467  
(561) 891 5124



**SITE PLAN APPROVAL SET**  
**3322 BOUTWELL RD.**  
**LAKE WORTH FLORIDA, 33461**  
**03/03/2020**



ANTONIAZZI ARCHITECTURE INC  
340 W. FLAGLER ST #1108  
MIAMI FL 33130  
P: 786-496-2979  
E: GIORGIO@ANTONIAZZIARCH.COM

**3322 BOUTWELL**  
3322 Boutwell Rd.  
Lake Worth Beach Florida,  
33461

## CONCEPT

ISSUE # | DESCRIPTION | DATE

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**G-000**

DRAWING NAME: COVER  
SCALE: DATE: 03/03/2020  
PROJECT NUMBER: 1913



# PROJECT STATISTICS

## I. PROJECT INFORMATION

ADDRESS: 3322 Boutwell Rd  
Lake Worth, 33461

FOLIO: 02-3211-002-0820

LEGAL DESCRIPTION: FROM A POINT 15 FEET SOUTH OF THE NORTH LINE AND 25 FEET EAST OF THE WEST LINE OF TRACT 33, MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, RUN SOUTH ON A LINE PARALLEL TO THE EAST LINE OF SAID TRACT, 240 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 150 FEET TO A POINT; THENCE RUN EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID TRACT, 150 FEET TO A POINT; THENCE RUN NORTH ON A LINE PARALLEL TO THE WEST LINE OF TRACT, 150 FEET TO A POINT; THENCE RUN WEST PARALLEL TO THE NORTH LINE OF TRACT, 150 FEET TO THE POINT OF BEGINNING; SAID LANDS LYING, BEING AND SITUATED PALM BEACH, FLORIDA.

LOT SIZE: 22,500 SF (.5 ACRES)

LOT WIDTH: 150FT

ZONING: MU-W (Mixed used West)

PROPOSED USE: MULTI-FAMILY

	MU-W - BASE REQ	MU-W REQ. + SUSTAINABLE BONUS	PROPOSED
FAR:	1.3 (29,250 SF)	2.4 (54,000 SF)	.60 (13,667 SF)
DENSITY:	30 du/ac (16 du)		36 du/ac (18 du)
HEIGHT:	30 ft MAX. (2 STORIES)	45 ft MAX. (4 Stories)	20'- 8" MEDIAN ROOF HEIGHT
IMPERMEABLE AREA	14,625 SF LARGE LOT 65%		14,586 SF 64.8%
BUILDING COVERAGE	10,125 SF 45%		7,441 SF 33%

**BUILDING GROSS TOTAL:** 15,569 SF

## II. BUILDING DISPOSITION

SETBACKS:	REQUIRED	PROPOSED	PROVIDED
PRINCIPLE STRUCTURE:			
FRONT (WEST)	20'-0"	15'-0"	16'-5"
SIDE (NORTH)	15'-0"	10'-0"	10'-0"
SIDE (SOUTH)	15'-0"	5'-0"	5'-0"
REAR (EAST)	10'-0"	15'-0"	15'-0"

BUILDING HEIGHT:	MAX.	PROPOSED
PRINCIPLE STRUCTURE:	30'-0"	20'- 8" MEDIAN ROOF HEIGHT

## III. PARKING REQUIREMENT:

VEHICLE PARKING	REQUIRED	PROPOSED	PROVIDED
2 BEDROOM UNIT	16 SPACES (2/UNIT)	10 SPACES	10 SPACES
1 BEDROOM UNIT	14 SPACES (1.5/UNIT)	11 SPACES (1/UNIT)	11 SPACES
OFFICE	01 SPACE	01 SPACE	01 SPACE
<b>TOTAL:</b>	<b>32 SPACES</b>	<b>22 SPACES</b>	<b>22 SPACES</b>
<b>TOTAL MIXED-USED REDUCTION (-25%):</b>	<b>24 SPACES</b>		

## IV. PROJECT AREAS:

LEVEL 1	
RESIDENCIAL	6,612 SF
OFFICE	416 SF
LAUNDRY RM.	56 SF
ELEC. RM	57 SF
STAIR	254 SF
<b>TOTAL SF LEVEL 1</b>	<b>7,395 SF</b>

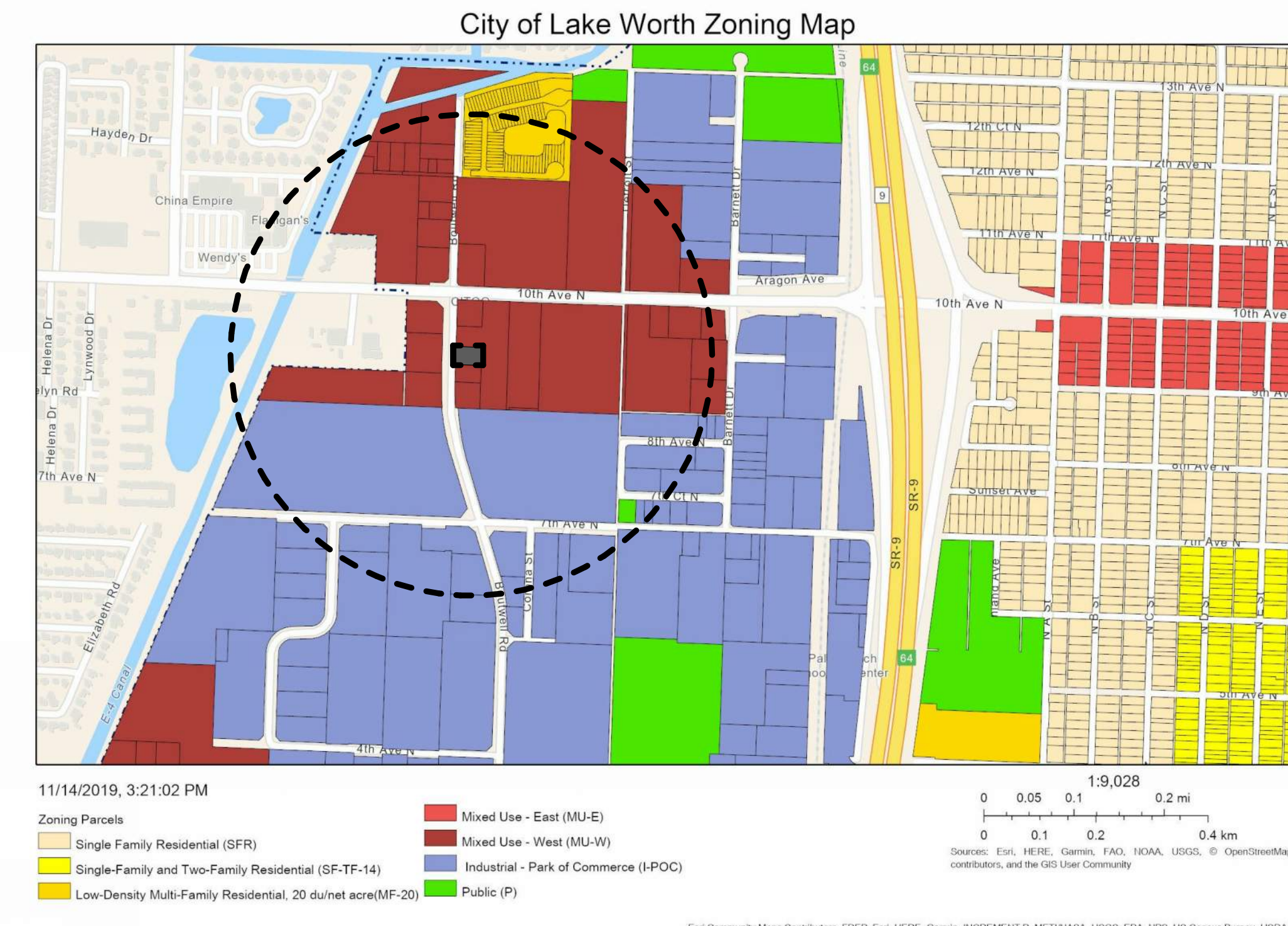
LEVEL 2	
RESIDENCIAL	6,363 SF
LAUNDRY RM	73 SF
SERVICE	38 SF
CORRIDOR	727 SF
<b>TOTAL SF LEVEL 1</b>	<b>7,201 SF</b>

**TOTAL - UNDER AIR:** 13,391 SF  
**TOTAL - GROSS:** 14,596 SF

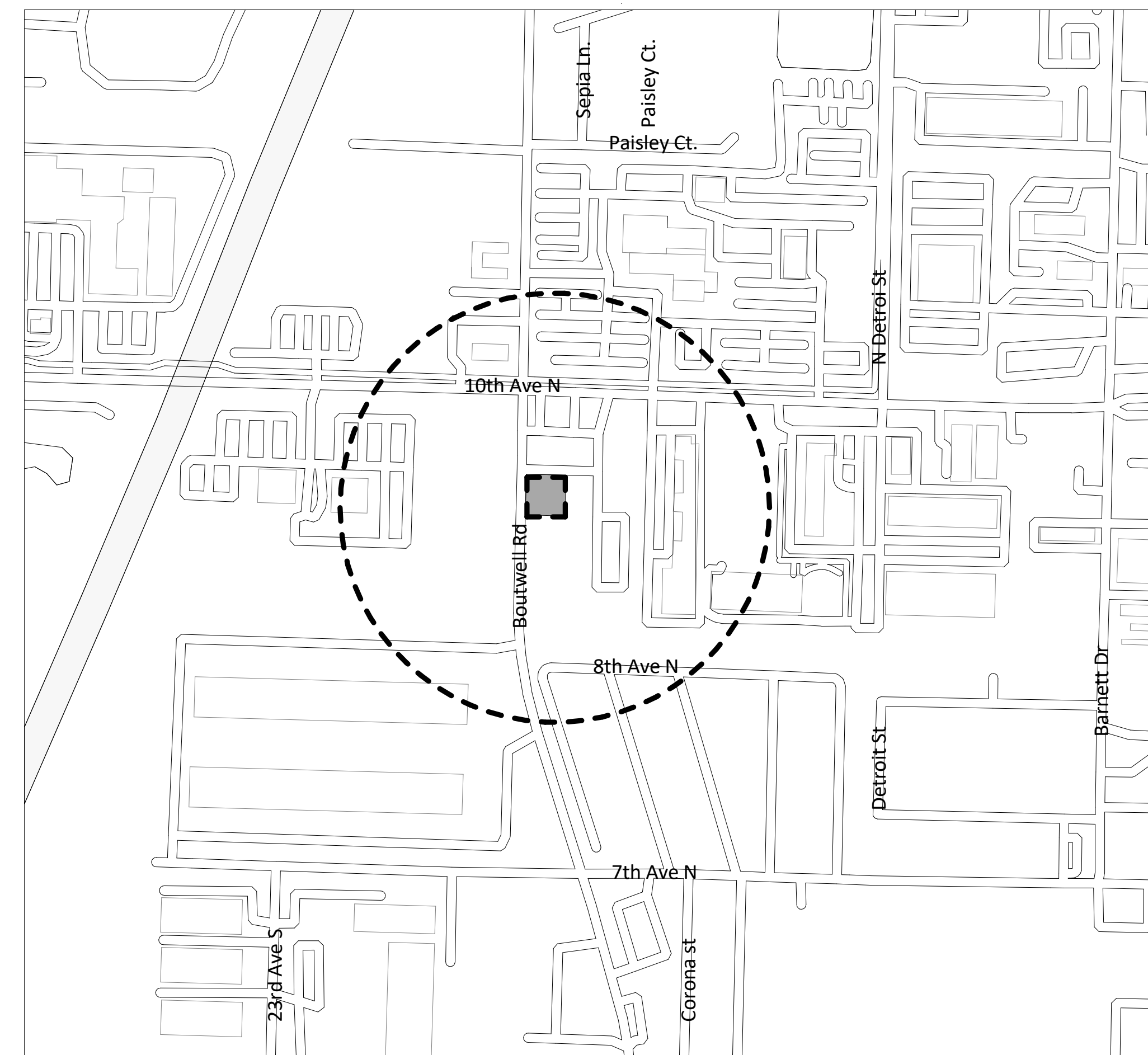
## V. PROJECT SECURITY

SITE LIGHTING:  
- PROJECT SHALL PROVIDE SITE LIGHTING ALONG ALL PEDESTRIAN & VEHICULAR CORRIDORS.

SURVEILLANCE:  
- PROJECT SHALL BE OUTFITTED WITH SURVEILLANCE SYSTEM ALONG CORRIDORS, PARKING AREAS & PLAZA WITHIN PROJECT.



## ZONING MAP



## CONCEPT

ISSUE #	DESCRIPTION	DATE
1	CITY COMMENTS	09/30/2020

SEAL:

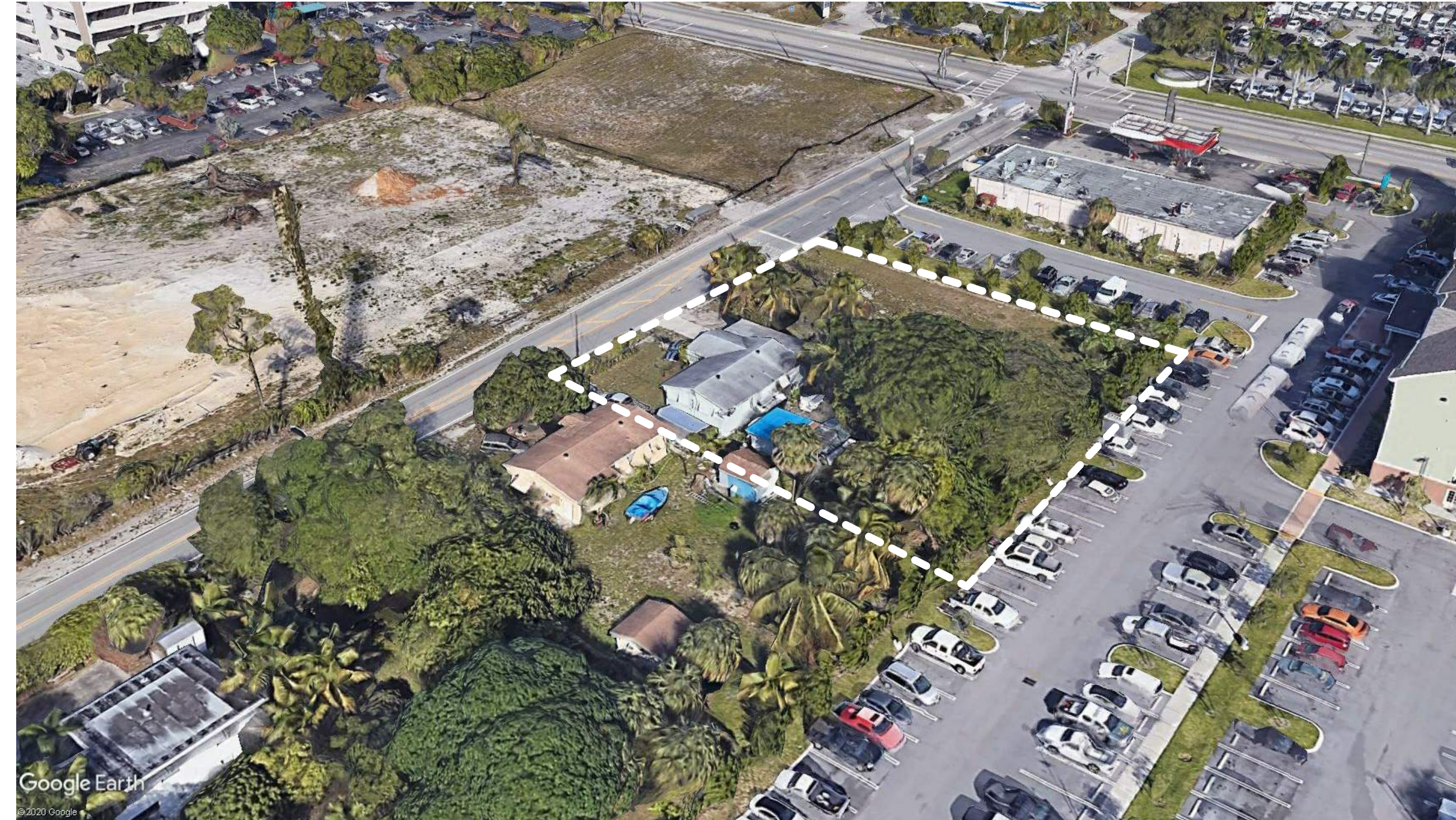
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G-001





VIEW TOWARDS NORTH - EAST



VIEW TOWARDS NORTH - WEST



VIEW TOWARDS SOUTH WEST



VIEW TOWARDS SOUTH EAST

**3322 BOUTWELL**

3322 Boutwell Rd.  
Lake Worth Beach Florida,  
33461

**CONCEPT**

ISSUE #	DESCRIPTION	DATE

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**G-002**

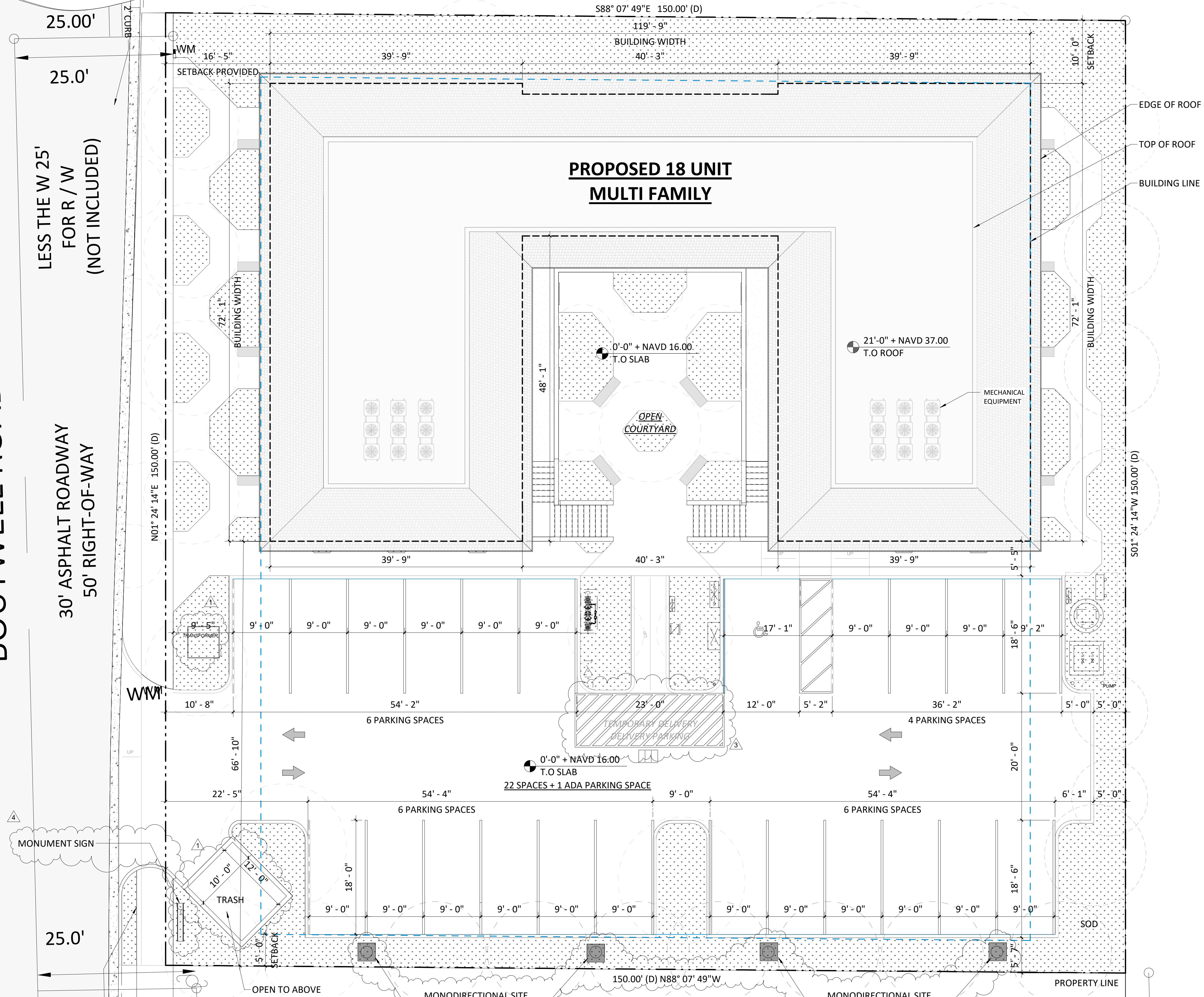
DRAWING NAME: AERIAL VIEW  
SCALE: DATE: 03/03/2020  
PROJECT NUMBER: 1913



# BOUTWELL ROAD

LESS THE W 25'  
FOR R / W  
(NOT INCLUDED)

30' ASPHALT ROADWAY  
50' RIGHT-OF-WAY



## 3322 BOUTWELL

3322 Boutwell Rd.  
Lake Worth Beach Florida,  
33461

**CONCEPT**

ISSUE #	DESCRIPTION	DATE
1	CITY COMMENTS	09/30/2020
3	CITY COMMENTS	04/12/2020
4	COMMISSION COMMENT	01/03/2022

SEAL:

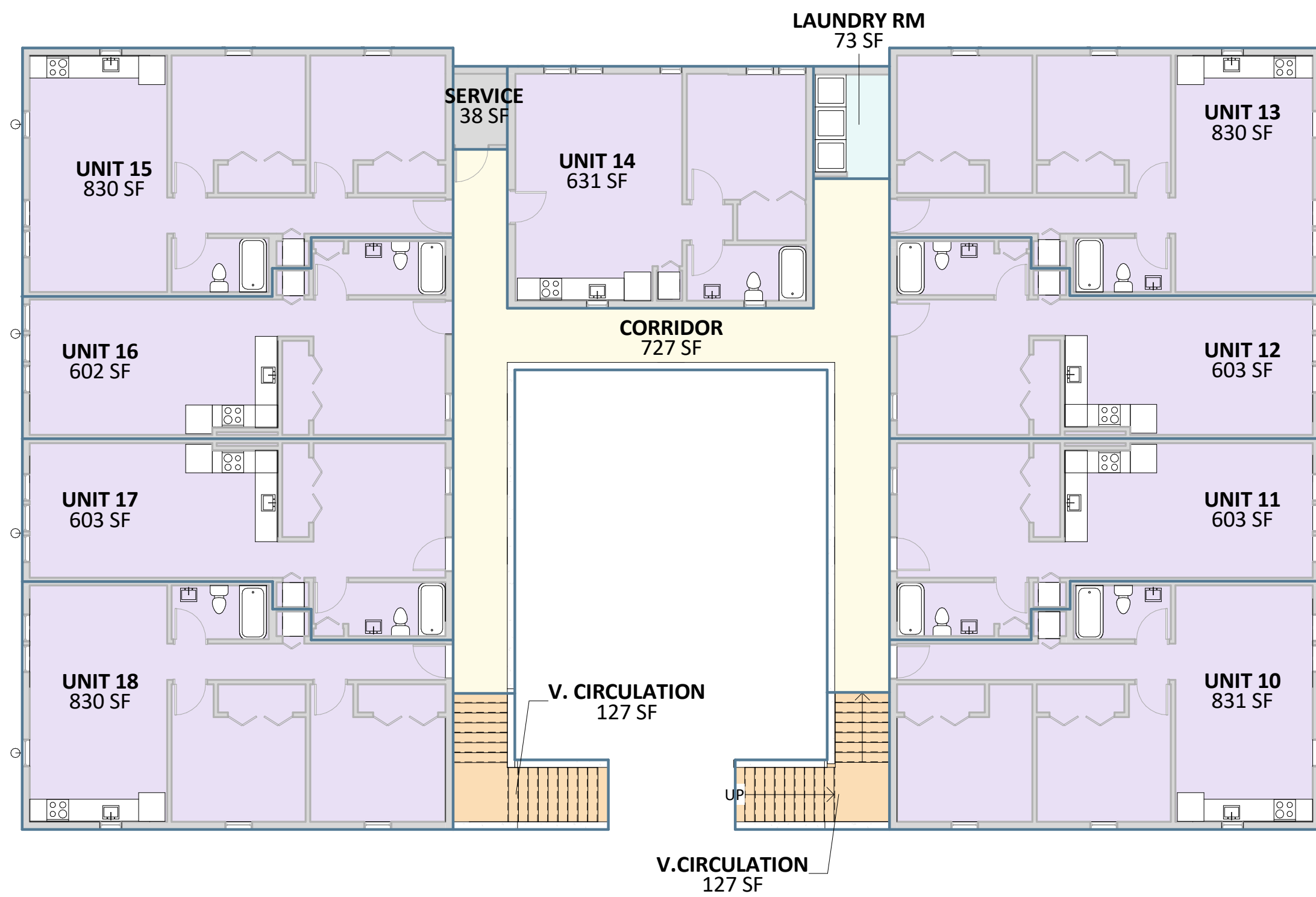
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# A-001

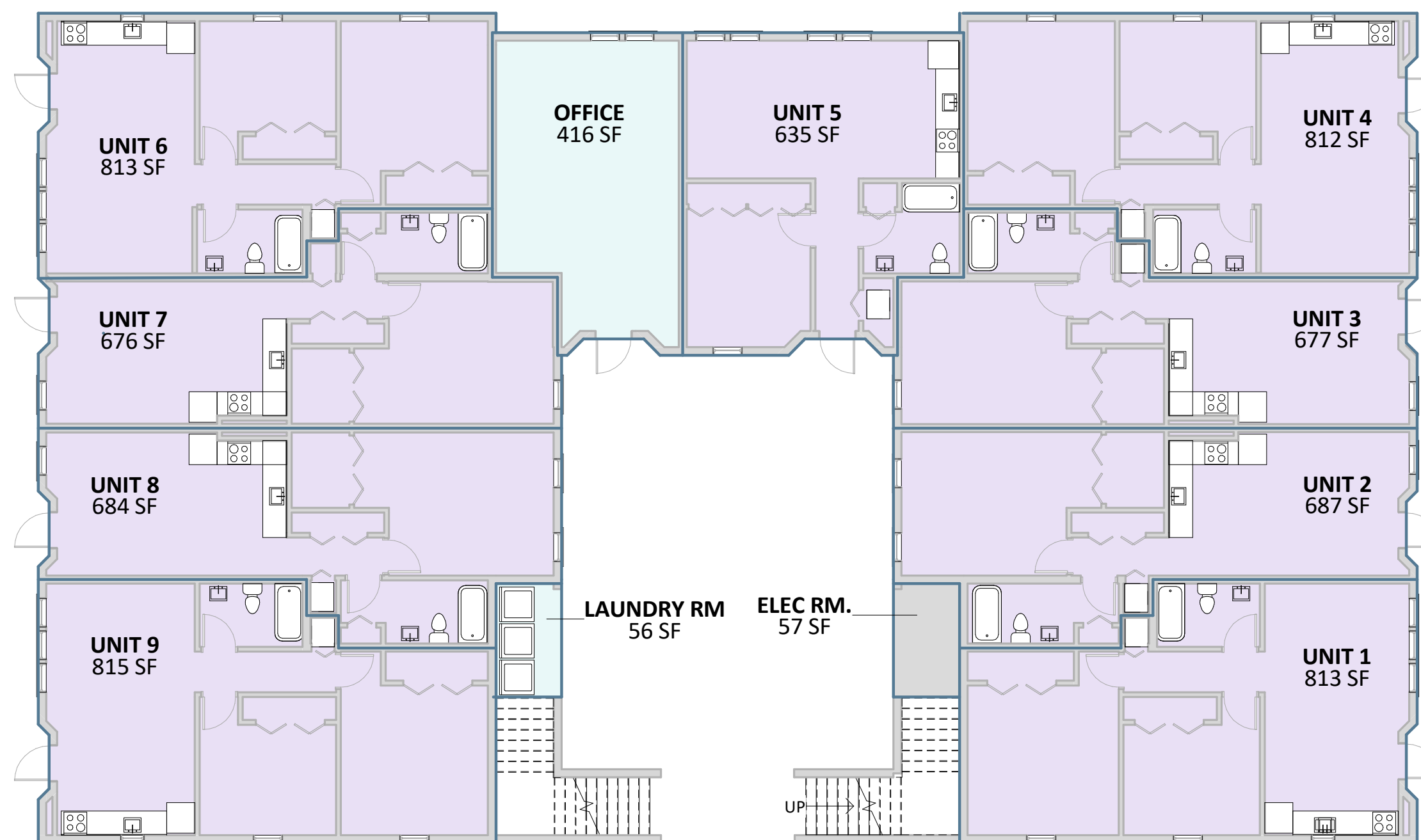


### GROSS AREA SCHEDULE

LEVEL	NAME	AREA
LEVEL 1 +16 NAVD		
LEVEL 1 +16 NAVD	ELEC RM.	57 SF
LEVEL 1 +16 NAVD	LAUNDRY RM	56 SF
LEVEL 1 +16 NAVD	OFFICE	416 SF
LEVEL 1 +16 NAVD	UNIT 1	813 SF
LEVEL 1 +16 NAVD	UNIT 2	687 SF
LEVEL 1 +16 NAVD	UNIT 3	677 SF
LEVEL 1 +16 NAVD	UNIT 4	812 SF
LEVEL 1 +16 NAVD	UNIT 5	635 SF
LEVEL 1 +16 NAVD	UNIT 6	813 SF
LEVEL 1 +16 NAVD	UNIT 7	676 SF
LEVEL 1 +16 NAVD	UNIT 8	684 SF
LEVEL 1 +16 NAVD	UNIT 9	815 SF
LEVEL 1 +16 NAVD: 12		7140 SF
LEVEL 2		
LEVEL 2	CORRIDOR	727 SF
LEVEL 2	LAUNDRY RM	73 SF
LEVEL 2	SERVICE	38 SF
LEVEL 2	UNIT 10	831 SF
LEVEL 2	UNIT 11	603 SF
LEVEL 2	UNIT 12	603 SF
LEVEL 2	UNIT 13	830 SF
LEVEL 2	UNIT 14	631 SF
LEVEL 2	UNIT 15	830 SF
LEVEL 2	UNIT 16	602 SF
LEVEL 2	UNIT 17	603 SF
LEVEL 2	UNIT 18	830 SF
LEVEL 2	V. CIRCULATION	127 SF
LEVEL 2	V.CIRCULATION	127 SF
LEVEL 2: 14		7455 SF
Grand total		14595 SF



**3** AREA DIAGRAM LEVEL 2  
SCALE: 3/32" = 1'-0"



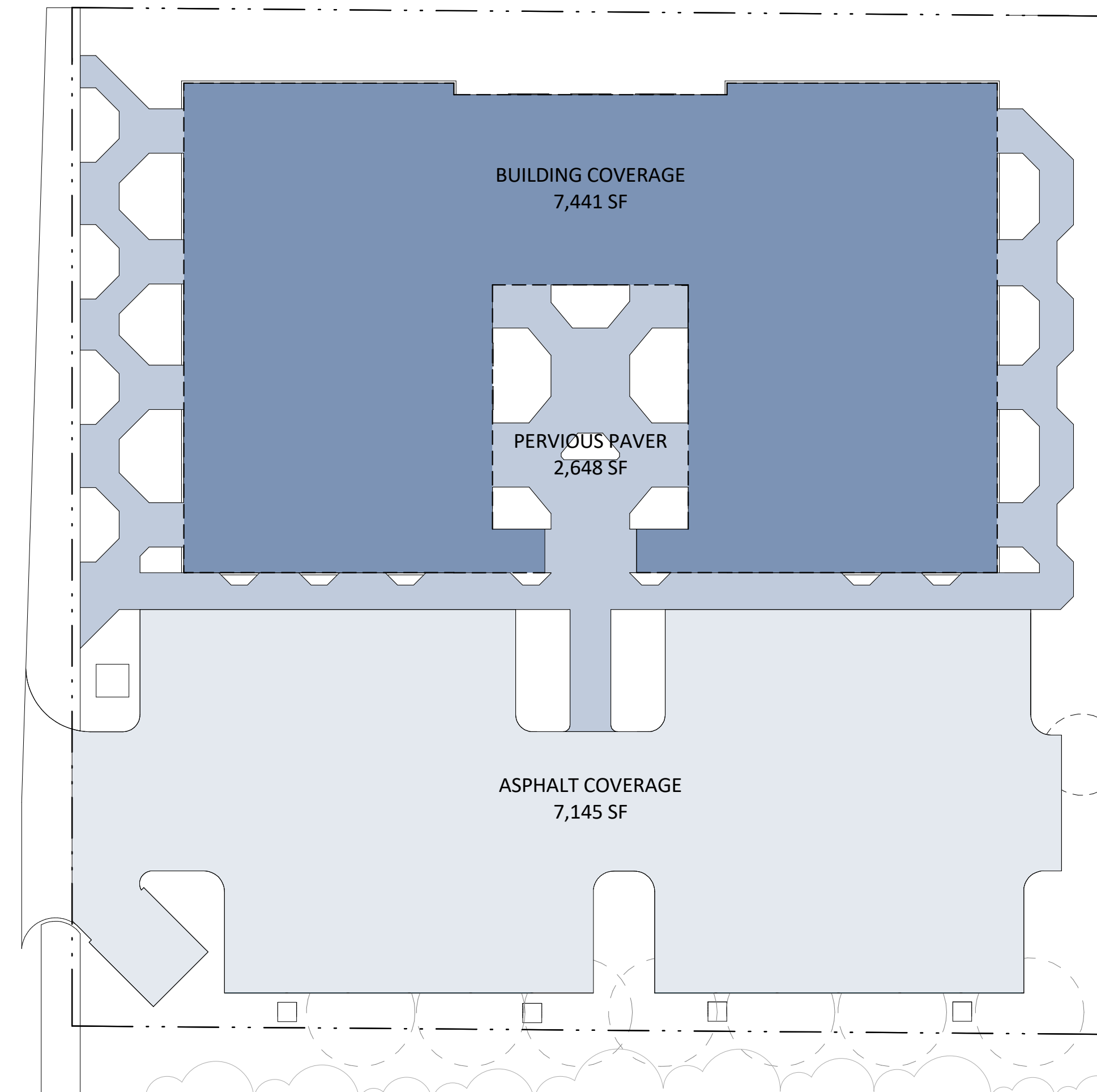
**2** AREA DIAGRAM LEVEL 1  
SCALE: 3/32" = 1'-0"

### SITE COVERAGE CALCULATIONS

BUILDING COVERAGE AREA:	MAX ALLOWABLE	PROPOSED
TOTAL: (22,500 x 50%)	11,250 SF 50%	7,441 SF 33%

IMPERMEABLE AREA:	MAX ALLOWABLE	PROPOSED
ASPHALT COVERAGE		7,145 SF 31.7%
PERVIOUS PAVER		1,324 SF 5% (2,648 SF / 2)*
BUILDING FOOTPRINT		7,441 SF 33%
TOTAL: (22,500 SF x 65%)	14,625 65%	15,910 SF 69.7%



**1** SITE COVERAGE DIAGRAM  
SCALE: 1/16" = 1'-0"

### CONCEPT

ISSUE #	DESCRIPTION	DATE
1	CITY COMMENTS	09/30/2020
3	CITY COMMENTS	04/12/2020

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**A-002**

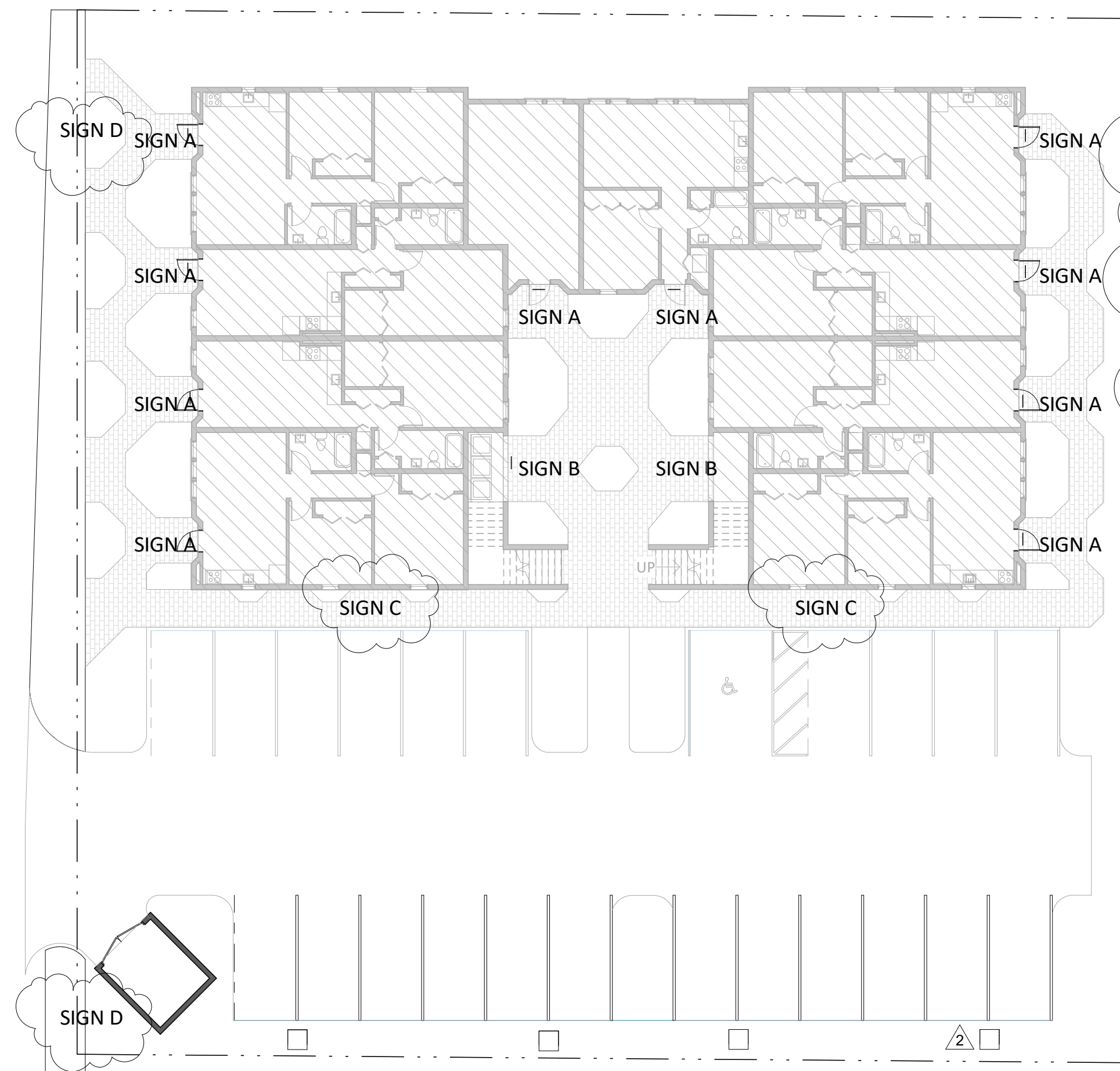
DRAWING NAME: AREA DIAGRAMS  
SCALE: As indicated DATE: 03/03/2020  
PROJECT NUMBER: 1913

### FAR AREA SCHEDULE

LEVEL	AREA	FAR
LEVEL 1	7,174 SF	
LEVEL 2	6,493 SF	
<b>TOTAL FAR PROPOSED</b>	<b>13,667 SF</b>	<b>0.59</b>
<b>FAR MAX ALLOWABLE</b>	<b>58,500 SF</b>	<b>2.6 (2.6 x 22,500 SF)</b>

### LEGEND

	AREAS INCLUDED IN FAR
	AREAS NOT INCLUDED IN FAR

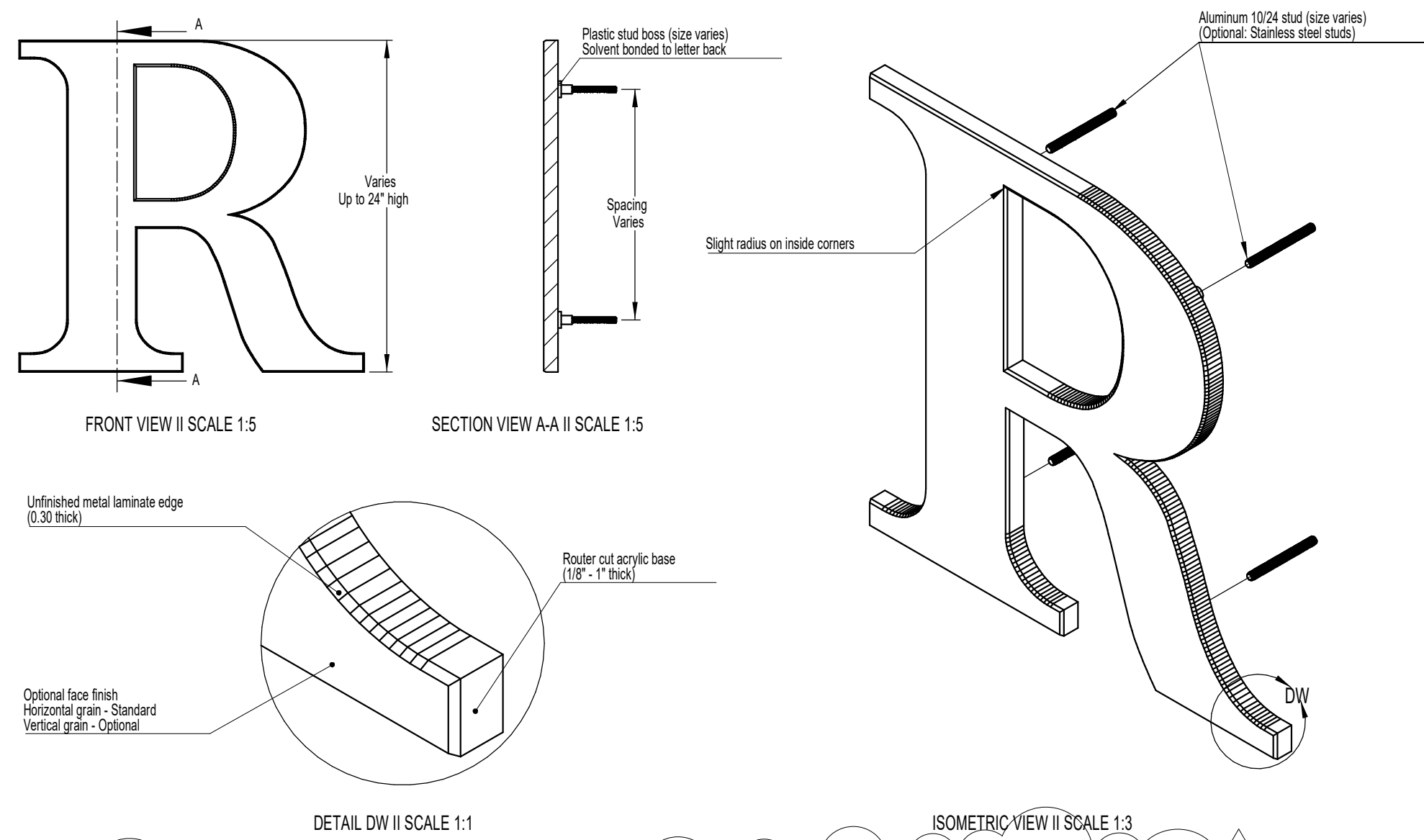


#### SIGNAGE LEGEND

TYPE	SIZE	AREA	QTY	DESCRIPTION
SIGN A OFFS.	6"H X 12"W	0.5 SF	10	PAINTED WATER-JET CUT STAINLESS STEE LETTERS 1/2" THICK ON 3/4" STAND
SIGN B STEEL	6"H X 24"W	1 SF	2	PAINTED WATER-JET CUT STAINLESS LETTERS 1/2" THICK ON 3/4" STAND OFFS.
SIGN C CUT	6"H X 12"W	0.5 SF	2	WAYFINDING SIGN: PAINTED WATER-JET STAINLESS STEEL LETTERS 1/2" THICK ON 3/4" STAND OFFS.
SIGN D CUT	12"H X 36"W	3 SF	2	MONUMENT SIGN: PAINTED WATER-JET STAINLESS STEEL LETTERS 1/2" THICK ON 3/4" STAND OFFS. ATTACHED TO STONE OR STONE LOOK BASE. 42" ABOVE GRADE
<b>TOTAL</b>		<b>14F</b>	<b>16</b>	

### 3 SIGNAGE KEY PLAN

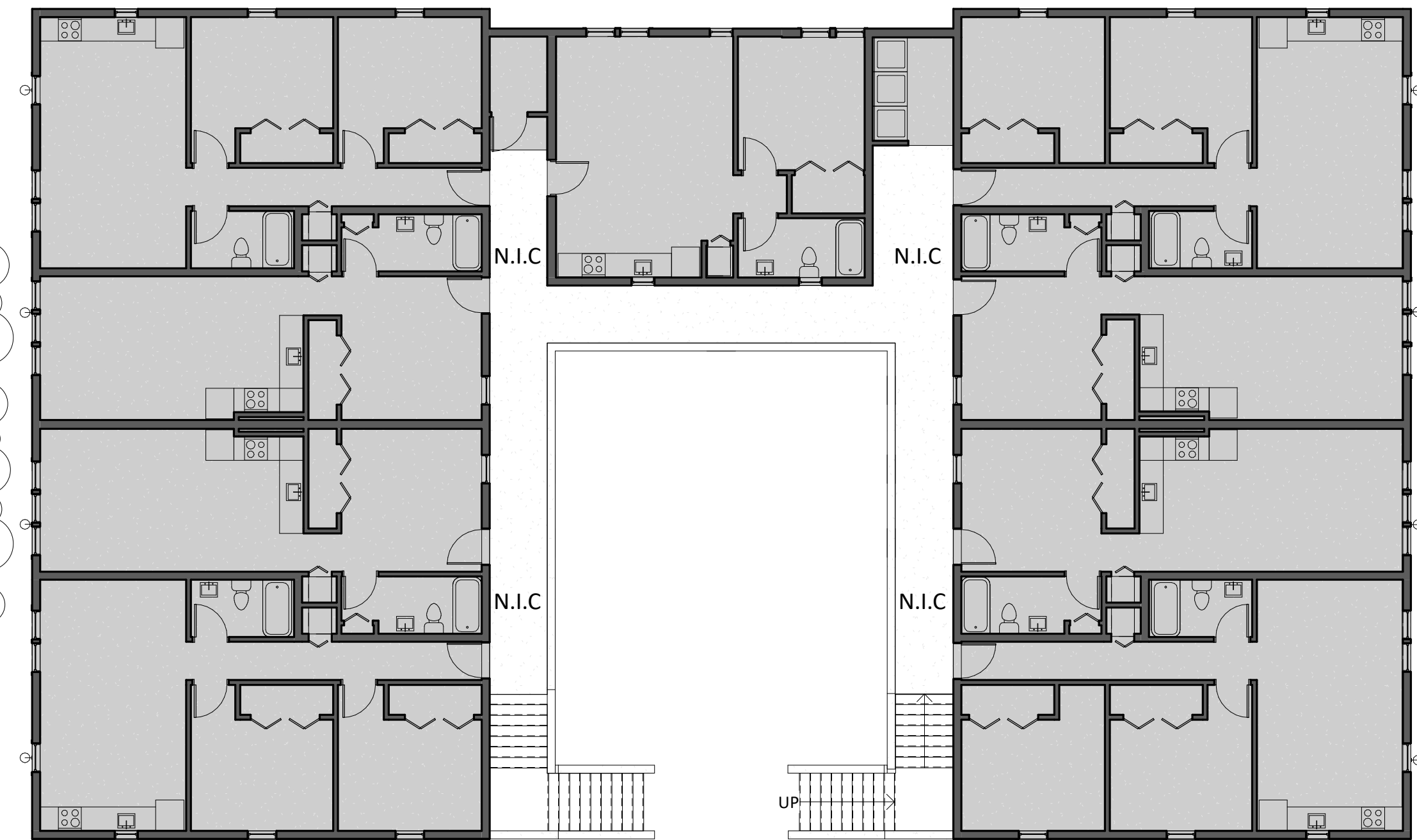
SCALE: 1/16" = 1'-0"



### 4 TYPICAL METAL LETTER DETAIL

SCALE: 1 1/2" = 1'-0"

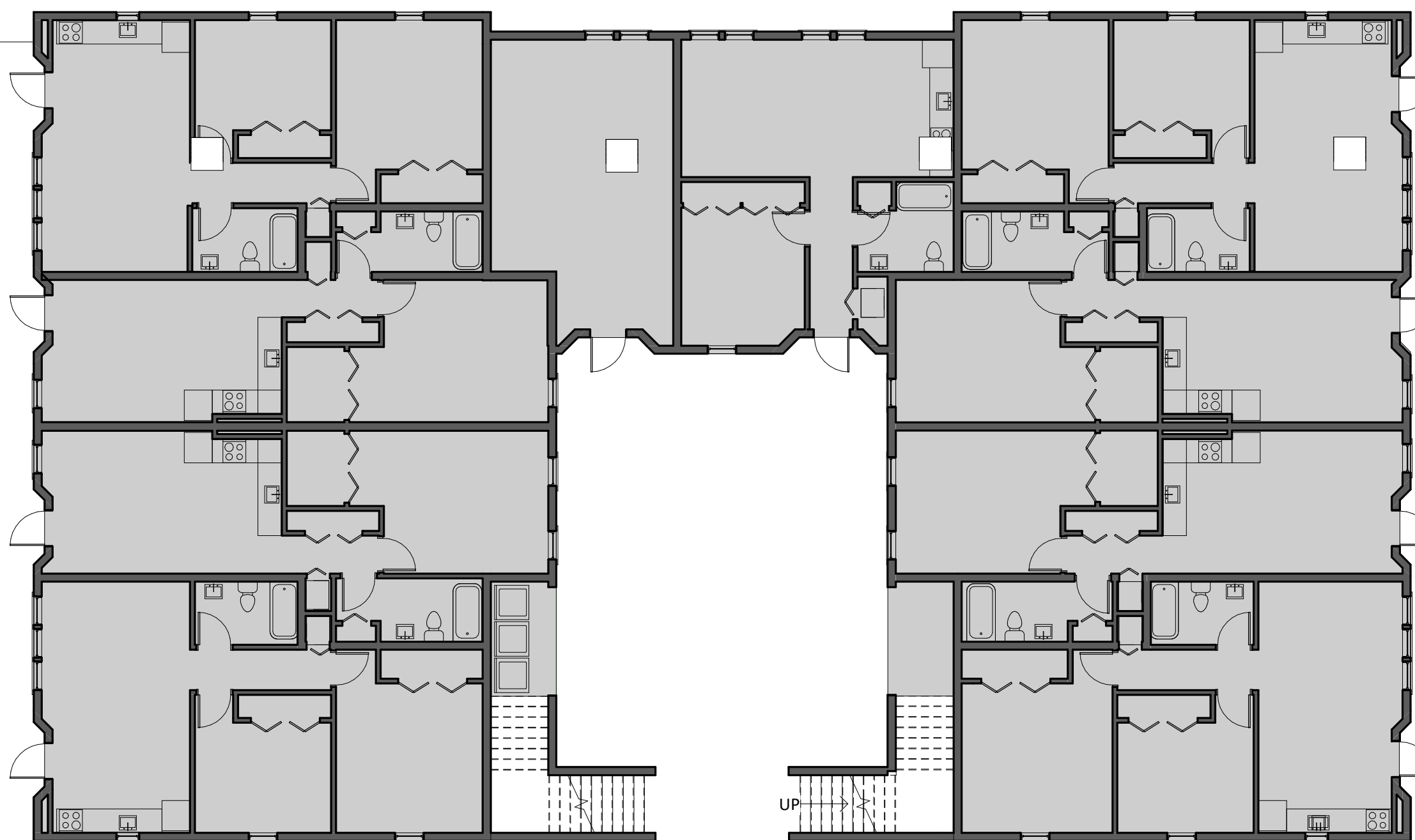
### TOTAL FAR LEVEL 2: 6,493 SF



### 2 FAR - LEVEL 2

SCALE: 3/32" = 1'-0"

### TOTAL FAR LEVEL 1 : 7,174 SF



### 1 FAR - LEVEL 1

SCALE: 3/32" = 1'-0"

### CONCEPT

ISSUE #	DESCRIPTION	DATE
2	CITY COMMENTS	12/18/2020
3	CITY COMMENTS	04/12/2020

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**A-003**

DRAWING NAME: FAR DIAGRAMS  
SCALE: As indicated DATE: 03/03/2020  
PROJECT NUMBER: 1913









VIEW FROM STREET

**3322 BOUTWELL**

3322 Boutwell Rd.  
Lake Worth Beach Florida,  
33461

**CONCEPT**

ISSUE #	DESCRIPTION	DATE

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**A-005**

DRAWING NAME: 3D IMAGES  
SCALE: DATE: 03/03/2020  
PROJECT NUMBER: 1913



**3322 BOUTWELL**

3322 Boutwell Rd.  
Lake Worth Beach Florida,  
33461

**CONCEPT**

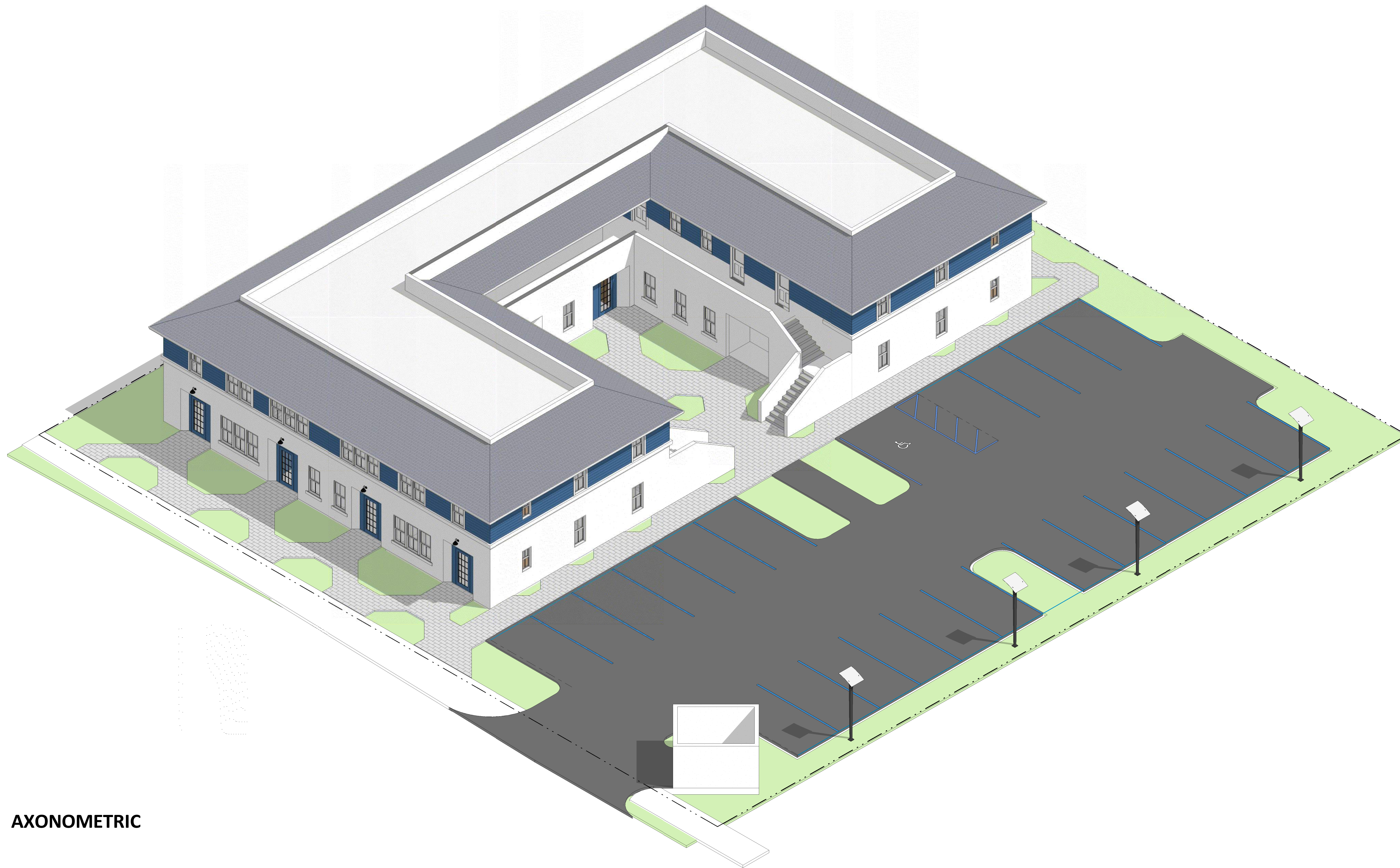
ISSUE #	DESCRIPTION	DATE

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**A-006**

DRAWING NAME: 3D IMAGES  
SCALE: DATE: 03/03/2020  
PROJECT NUMBER: 1913



**AXONOMETRIC**



**3322 BOUTWELL**

3322 Boutwell Rd.  
Lake Worth Beach Florida,  
33461

**CONCEPT**

ISSUE #	DESCRIPTION	DATE
1	CITY COMMENTS	09/30/2020
2	CITY COMMENTS	12/18/2020
3	CITY COMMENTS	04/12/2020

SEAL:

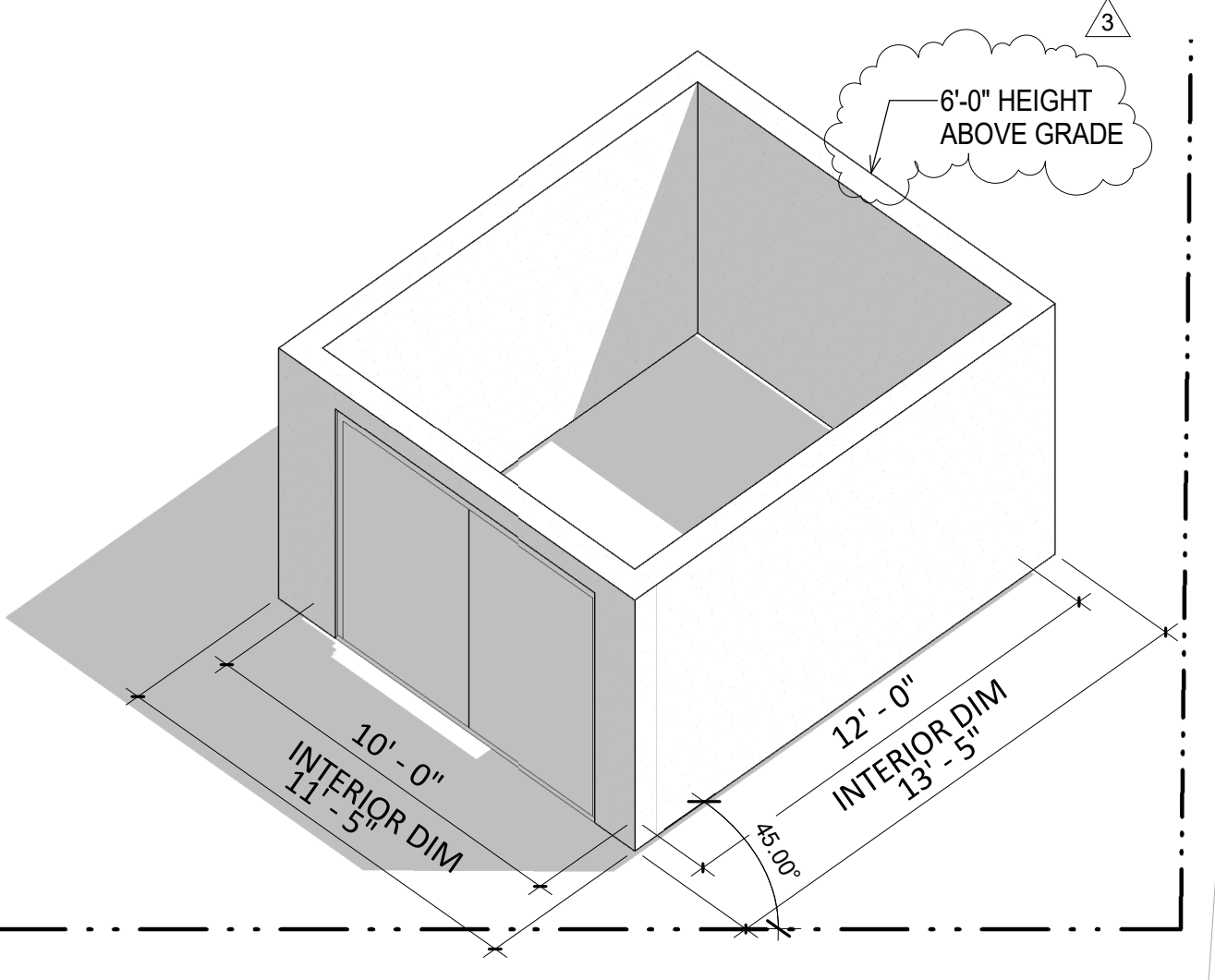
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**A-100**

DRAWING NAME: GROUND LEVEL PLAN  
SCALE: 1/8" = 1'-0" DATE: 03/03/2020  
PROJECT NUMBER: 1913



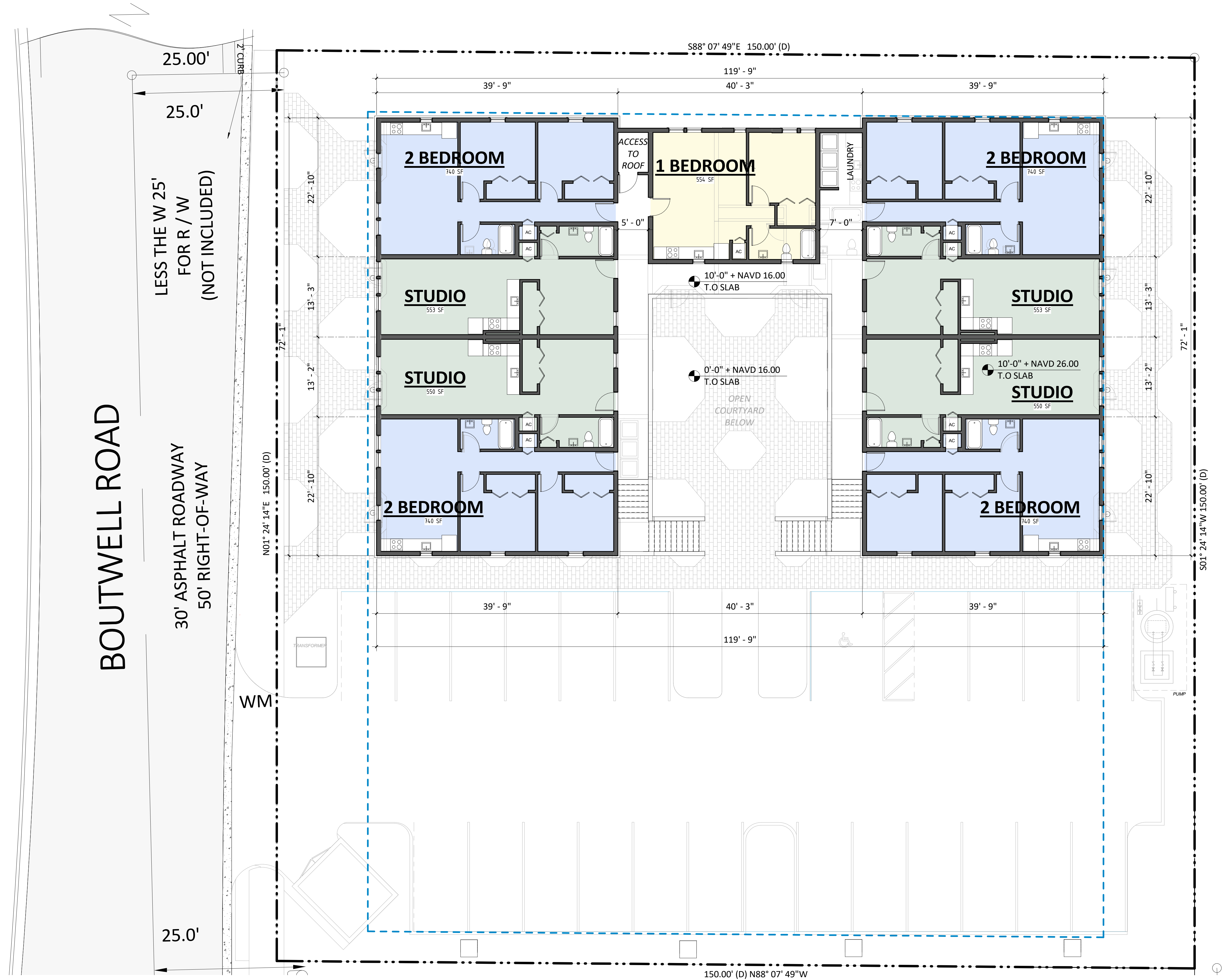
\* DUMPSTER ENCLOSURE WALLS TO BE CMU BLOCK & FINISHED IN 3/4" TEXTURED STUCCO.



**2 DUMPSTER DETAILS**  
SCALE:

**1 LEVEL 1**  
SCALE: 1/8" = 1'-0"





BOUTWELL ROAD

LESS THE W 25'  
FOR R / W  
(NOT INCLUDED)

30' ASPHALT ROADWAY  
50' RIGHT-OF-WAY

3322 BOUTWELL

3322 Boutwell Rd.  
Lake Worth Beach Florida,  
33461

CONCEPT

ISSUE #	DESCRIPTION	DATE
1	CITY COMMENTS	09/30/2020

SEAL:

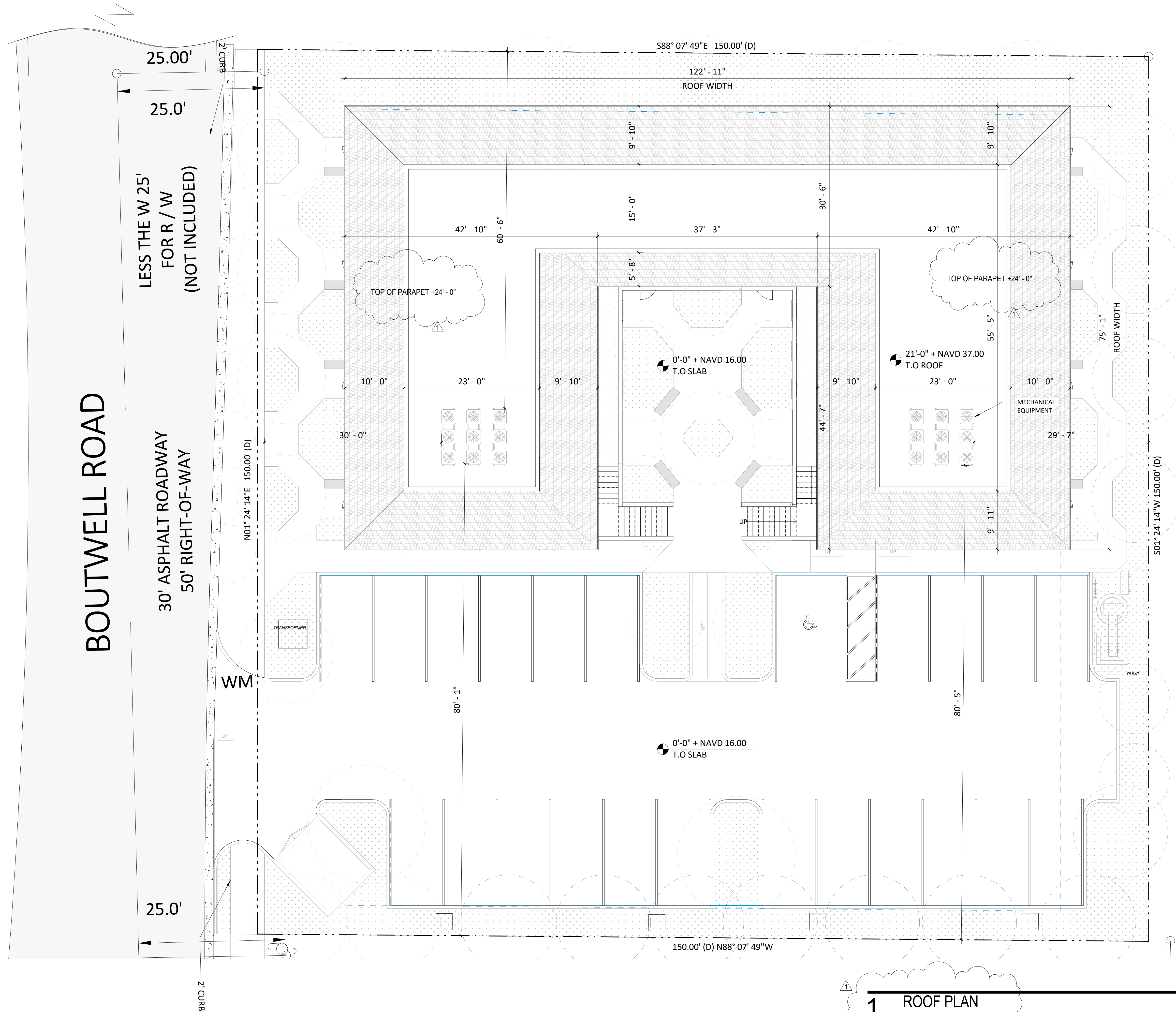
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**A-101**

DRAWING NAME: LEVEL 2 PLAN  
SCALE: 1/8" = 1'-0" DATE: 03/03/2020  
PROJECT NUMBER: 1913

**1** LEVEL 2  
SCALE: 1/8" = 1'-0"





BOUTWELL ROAD

LESS THE W 25'  
FOR R / W  
(NOT INCLUDED)

30' ASPHALT ROADWAY  
50' RIGHT-OF-WAY

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

**3322 BOUTWELL**

3322 Boutwell Rd.  
Lake Worth Beach Florida,  
33461

**CONCEPT**

ISSUE #	DESCRIPTION	DATE
1	CITY COMMENTS	09/30/2020

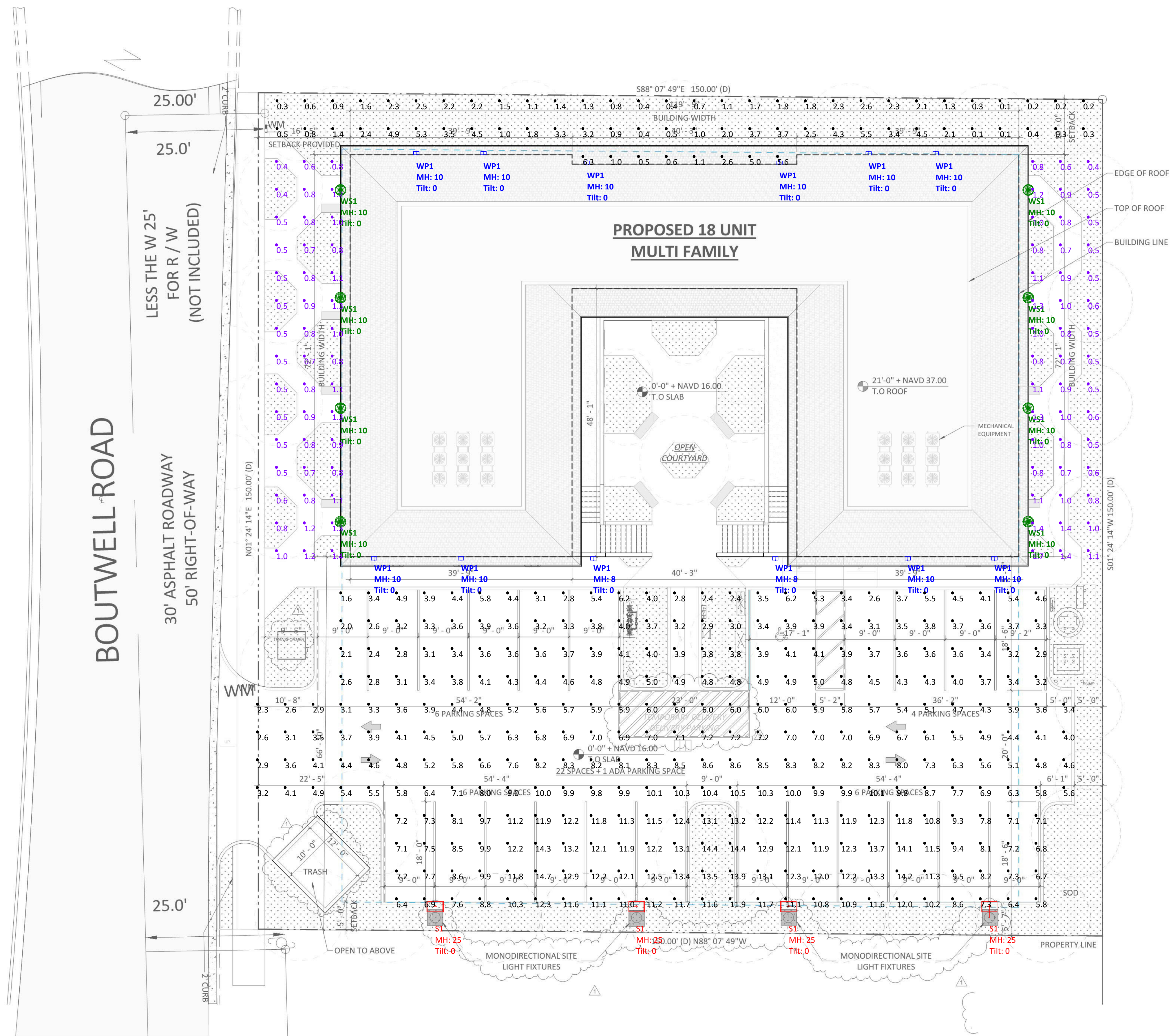
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**A-102**

DRAWING NAME: ROOF PLAN  
SCALE: 1/8" = 1'-0" DATE: 03/03/2020  
PROJECT NUMBER: 1913





S1



WP1



WS1

Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Watts	Total Watts	Lum. Lumens
	4	S1	SINGLE	0.950	LUMINOSO-SLS-SO-04-Y-40K-T4M-B5	159.7	638.8	25489
	12	WP1	SINGLE	1.000	LUMINOSO-MWPK-14-17W-40K-3M-Y	17.1	205.2	1162
	8	WS1	SINGLE	0.950	TRANSGLOBE-50330 / SATCO-S8480	10.8	86.4	896


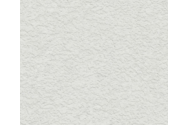
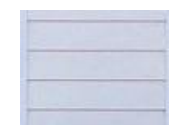

Label	Calculation Type	Units	Avg	Max	Min	Avg/Min	Max/Min
Building Rear	Illuminance	Fc	1.90	6.3	0.1	19.00	63.00
Door Entry East	Illuminance	Fc	0.87	1.7	0.4	2.18	4.25
Door Entry West	Illuminance	Fc	0.81	1.4	0.4	2.03	3.50
Parking Lot	Illuminance	Fc	6.82	14.7	1.6	4.26	9.19

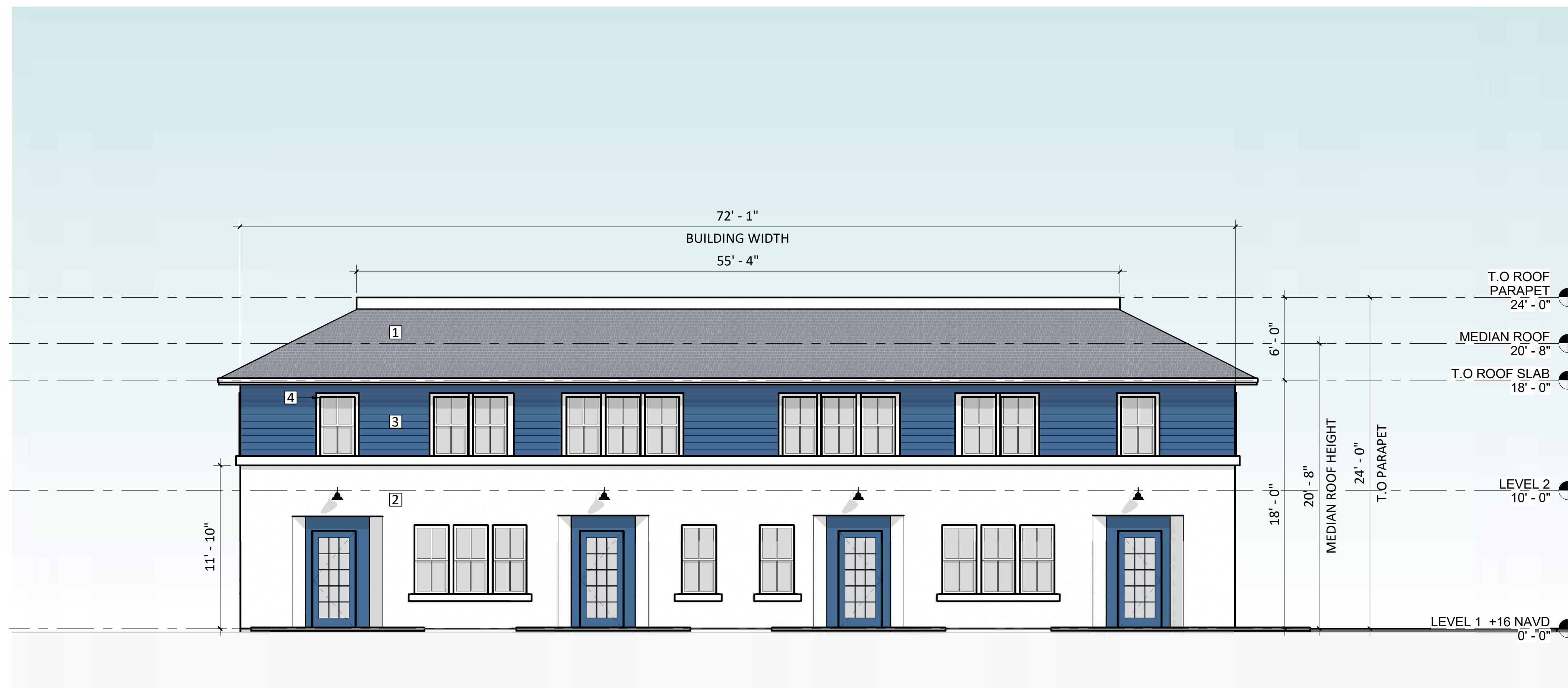
ISSUE #	DESCRIPTION	DATE
4	COMMISSION COMMENT	01/03/2022

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MATERIAL FINISH LEGEND		
1		ASPHALT DIMENSIONAL SHINGLES
2		SMOOTH PAINTED STUCCO
3		STUCCO SIDING
4		ALUM SINGLE HUNG WINDOWS WITH DIMENSIONAL MUNTINS



**2 WEST ELEVATION**  
SCALE: 3/16" = 1'-0"

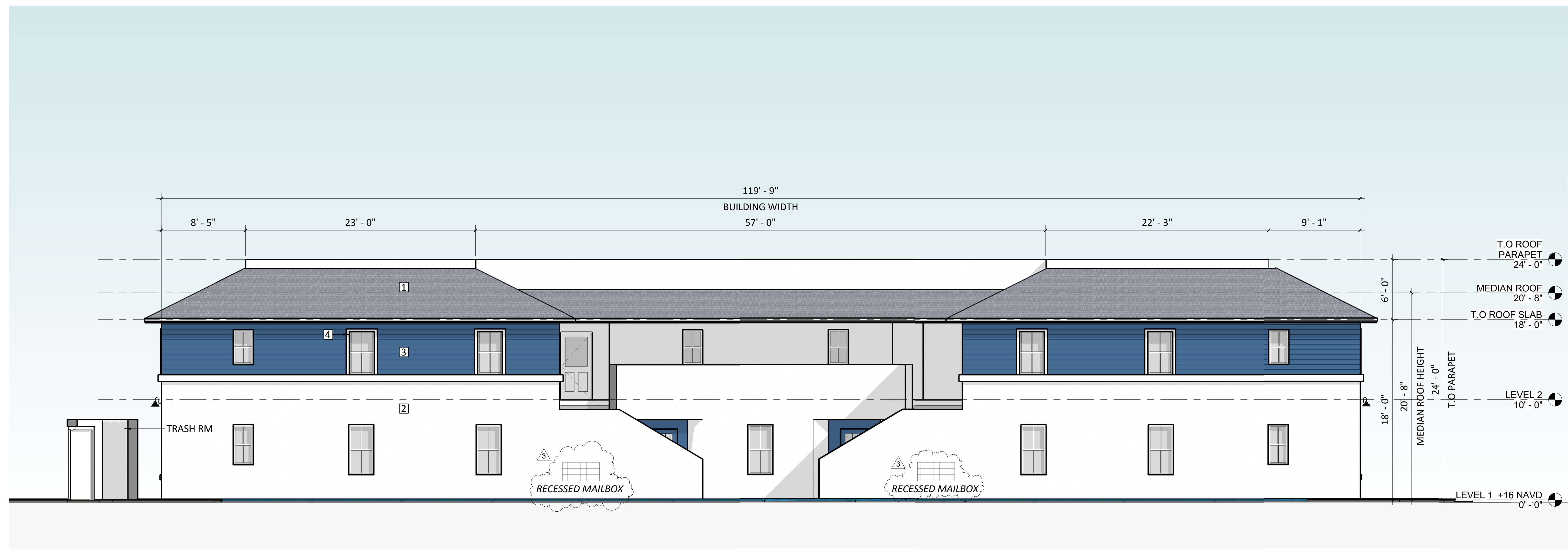


**1 EAST ELEVATION**  
SCALE: 3/16" = 1'-0"

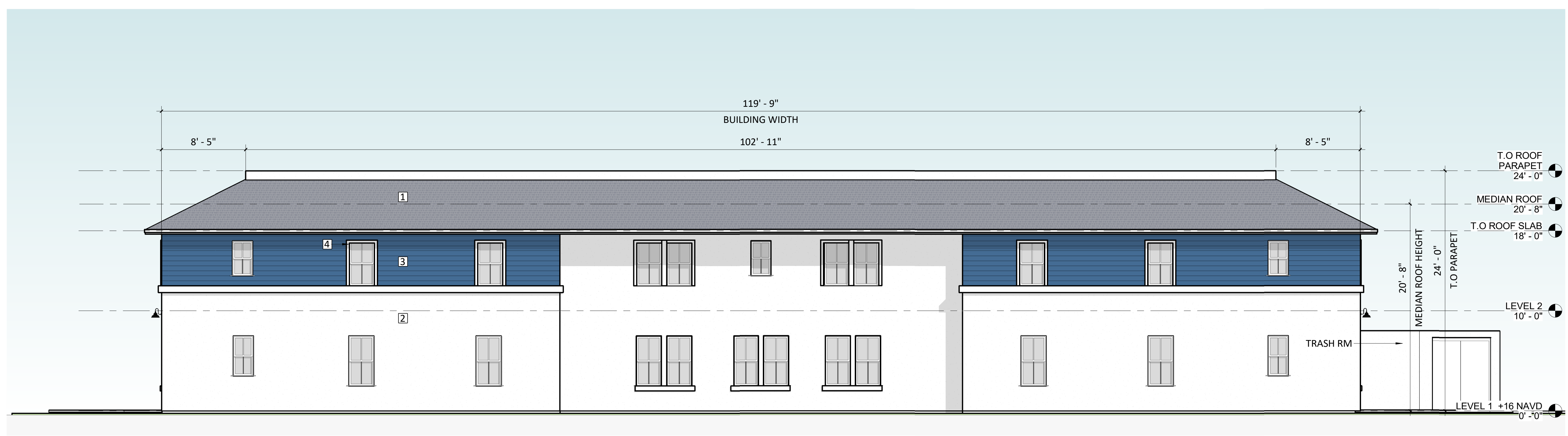
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**2 SOUTH ELEVATION**  
SCALE: 3/16" = 1'-0"



**1 NORTH ELEVATION**  
SCALE: 3/16" = 1'-0"

**3322 BOUTWELL**

3322 Boutwell Rd.  
Lake Worth Beach Florida,  
33461

**CONCEPT**

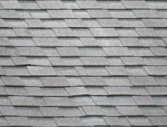
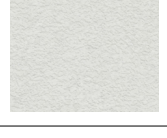


ISSUE #	DESCRIPTION	DATE
3	CITY COMMENTS	04/12/2020

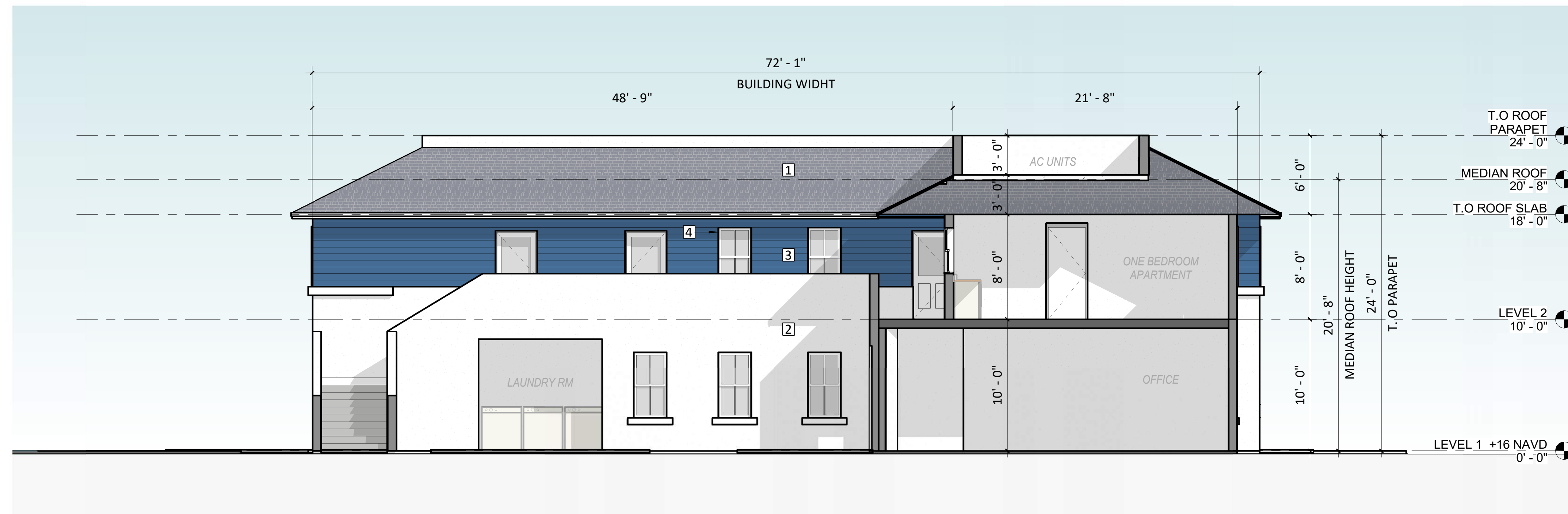
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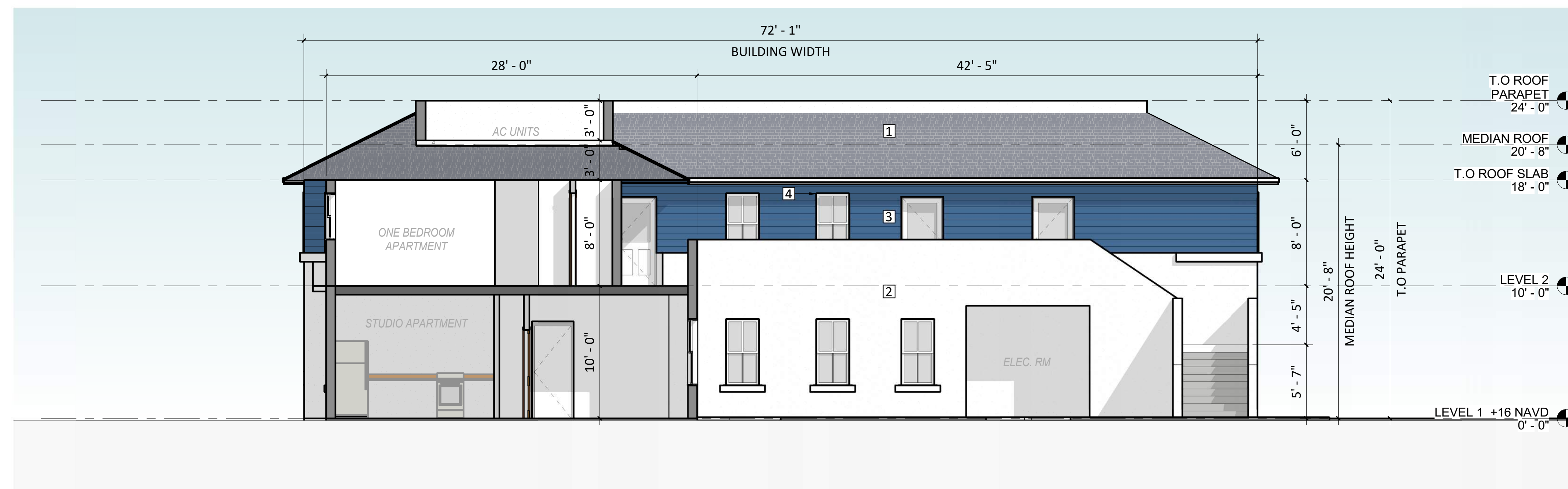
**A-301**

DRAWING NAME: ARCHITECTURAL ELEVATION  
SCALE: 3/16" = 1'-0" DATE: 03/03/2020  
PROJECT NUMBER: 1913

MATERIAL FINISH LEGEND		
1		ASPHALT DIMENSIONAL SHINGLES
2		SMOOTH PAINTED STUCCO
3		STUCCO SIDING
4		ALUM SINGLE HUNG WINDOWS WITH DIMENSIONAL MUNTINS



**2** INTERIOR COURTYARD WEST ELEVATION  
SCALE: 3/16" = 1'-0"



**1** INTERIOR COURTYARD EAST ELEVATION  
SCALE: 3/16" = 1'-0"

SEAL:

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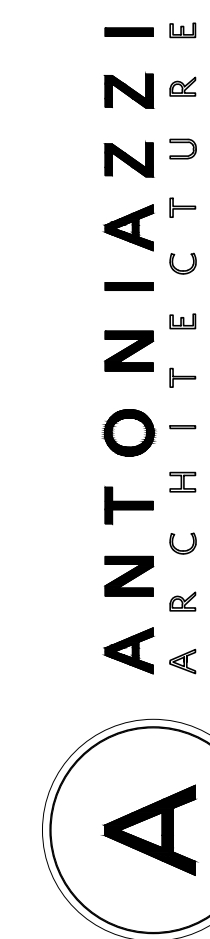
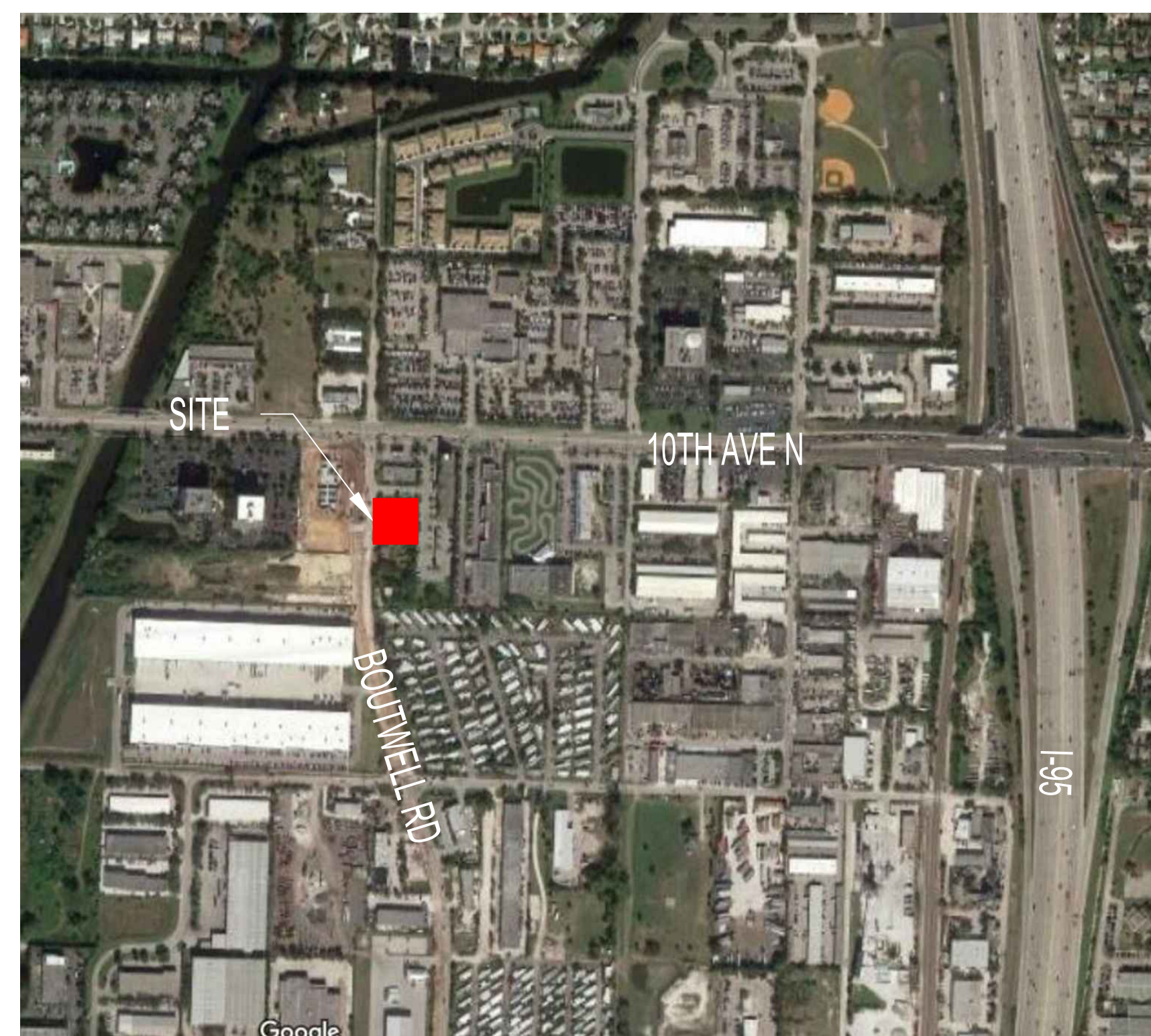


# 3322 BOUTWELL RD.

LAKE WORTH BEACH, FLORIDA 33461

## LANDSCAPE SITEPLAN SET 09/30/2020

INDEX OF DRAWINGS		
DESCRIPTION (LANDSCAPE SITEPLAN SET)		
1	L0-00	LANDSCAPE INDEX
2	L0-01	LANDSCAPE NOTES
3	L0-02	LANDSCAPE CALCULATIONS
4	L0-03	TREE SURVEY
5	L1-00	TREE DISPOSITION PLAN
6	L1-01	TREE MITIGATION PLAN
7	L1-10	RENDERED PLAN
8	L1-11	HARDSCAPE PLAN
9	L1-20	TREE PLAN
10	L1-30	SHRUB PLAN
11	L5-10	HARDSCAPE DETAILS
12	L5-20	PLANTING DETAILS
13	L6-00	TREE DISPOSITION & MITIGATION SCHEDULES
14	L6-10	LANDSCAPE SCHEDULES



**ANTONIAZZI**  
ARCHITECTURE

ANTONIAZZI ARCHITECTURE INC.  
340 W. FLAGLER ST #1108  
MIAMI FL, 33130  
PH: 786.669.9566 @ANTONIAZZIARCH.COM

3322 BOUTWELL

3322 Boutwell Rd.  
Lake Worth Beach Florida,  
33461

CONCEPT

ISSUE #	DESCRIPTION	DATE
1	COMMENTS	09/30/2020

SEAL:



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L0-00

DRAWING NAME: LANDSCAPE INDEX  
SCALE: DATE: 09/30/2020  
PROJECT NUMBER: 1913



**GENERAL NOTES**

- These plans reflect the scope of the Landscape Architect external services. For Architectural, Civil, Lighting please refer to the appropriate consultant documents.
- The locations of all site amenities are approximate and may be adjusted in the field with owner and/or their representatives approval. See plans for locations of fixed amenities.
- The locations of plants, as shown in these plans, are approximate. The final locations may be adjusted to accommodate unforeseen field conditions to comply with safety criteria, to avoid creating unsafe sight conditions, or as otherwise directed by or approved by the landscape architect or owner's representative.
- Construction shall comply with all local building codes.
- All dimensions shall be verified in the field prior to construction. Written dimensions shall take precedence over scaled drawings.
- If a discrepancy should arise between layout geometry and design intent, design intent shall take precedence.
- A Tree Protection Plan shall be provided prior to the issuance of a building permit.
- A Tree Care & Watering plan shall be submitted prior to the issuance of a building permit.
- All existing and proposed utilities will be verified prior to the issuance of a building permit, and will be adequately screened from sight by landscape materials.

**GENERAL GRADING NOTES**

- All grading information outside the below grade parking decks provided is intended for aesthetic purposes and to show relationships only. For detailed grading information see Civil Engineers drawings.
- Rough grading and site preparation shall be completed for review by Landscape Architect / or owners representative prior to final grading.
- Roadway grading and transition areas to be reviewed and approved by Civil / Traffic Engineer.
- Grading and calculations for retention areas to be provided by Civil Engineers.
- Contractor shall not substantially modify grading plan without the approval of designer. All site aesthetic grading is subject to review and approval of the landscape architect or owner's representative.
- Contours for earth mounds shall be smooth, continuous arcs. Side slopes shall be smooth and even in transition and void of depressions. Careful attention should be given to the grading plans concerning the shapes and formations of proposed slopes.
- All graded areas shall be dragged with a drag mat or hand radeel to blend in small imperfections and round off any sharp lines that may have been constructed by equipment. All areas to be planted shall have no water holding pockets.

**IRRIGATION NOTES**

- All landscaped areas within the property shall be irrigated with automatic irrigation system which shall utilize well and/or domestic water supply.
- Irrigation system shall be equipped with rain sensor.
- Irrigation system shall provide 100% coverage. Plans will be submitted prior to the issuance of a building permit.

**GENERAL LANDSCAPE NOTES**

- The Contractor shall be responsible for verifying all underground utilities prior to digging in any area. The contractor shall notify all necessary utility companies 48 hours minimum prior to digging for verification of all underground utilities, irrigation and all other obstructions and coordinate with Owner's Representative prior to initiating operations. Drawings are prepared according to the best information available at the time of preparing documents.
- The contractor is responsible to ensure proper watering and maintenance of new and relocated plant materials during the one year warranty period.
- Contractor is to report any discrepancies between the construction drawings and field conditions to the Owner's Representative immediately.
- Landscape Contractor shall coordinate all work with related contractors and with the general construction of the project in order not to impede the progress of the work of others or the contractor's own work. Landscape contractor shall provide schedule of his/her work two weeks in advance, beginning two weeks prior to commencing landscape trade construction.
- The location of the landscape holding area will be identified by the Owner or Owner's Representative. The Contractor shall adhere to the access routes to and from the holding area without disrupting or impeding access to the site by others. Contractor is responsible for the maintenance of all plant materials, including temporary irrigation and fertilization if necessary during construction, while being held in landscape holding areas.
- The Contractor shall bear all costs of testing of soils, amendments, etc. associated with the work and included in the specifications. Prior to commencement of the landscape planting work the Contractor shall provide complete soil tests with recommendations for soil treatment in the construction area.
- Landscape Contractor shall field stake the location of all plant material or field stake the plants prior to initiating installation for the review and approval of the Owner's representative and/or Landscape Architect. **Note: No planting shall commence until there is a functional irrigation system in the area to be planted. No trees shall be planted on top of irrigation lines.**
- Landscape Contractor shall field adjust location of plant material as necessary to avoid damage to all existing underground utilities and/ or existing above ground elements. All changes required shall be completed at the Contractor's expense and shall be coordinated with Owner's Representative and the Landscape Architect.
- Any substitutions in size and/or plant species must be approved by the Landscape Architect or Owner's Representative prior to modification of the contract, purchasing and delivery of plants. All plants will be subject to approval by Landscape Architect and/or Owner's Representative before planting can begin. All plant materials will not include any plants considered to be invasive by the City of Lake Worth Beach.
- Contractor shall refer to the landscape planting details, general notes and the project manual and/or specifications for further and complete landscape planting instructions.
- Landscape Contractor shall coordinate all planting work with permanent or temporary irrigation work. Landscape Contractor shall be responsible for all hand watering as required by Owner's Representative to supplement irrigation watering and rainfall. Landscape Contractor shall be responsible for hand watering in all planting areas, regardless of the status of existing or proposed irrigation.
- Landscape Contractor shall clean the work areas at the end of each working day. Rubbish and debris shall be collected and deposited off-site or in an approved disposal area daily. All materials, products and equipment shall be stored in an organized fashion as directed by the Owner's Representative.
- Landscape Contractor shall re-grade all areas disturbed by plant removal, relocation and/or installation work. Landscape Contractor shall replace (by equal size and quality) any and all existing or new plant material disturbed or damaged by plant removal, relocation, and/or installation work.
- Site distance concerns must be maintained for clear site visibility from thirty (30) inches to seventy-two (72) inches, tree trunks are excluded as specified in appropriate municipal codes.
- Guying / staking practices shall not permit nails, screws, wires, etc., to penetrate outer surface of any tree or palm. Trees or palms rejected due to this practice shall be replaced at the Contractor's expense.
- Burlap material, wire cages, plastic straps, etc., must be cut and removed from top one-third (1/3) of root ball.
- Trees grown in grow bags or grow bag type material are not allowed.
- All planting materials shall meet or exceed local requirements as specified by local plant standards.
- All landscape installations shall meet or exceed the minimum requirements as shown in appropriate municipal codes.
- The Contractor shall be responsible for the guarantee of all plant material for a period of twelve (12) months from the date of substantial completion. Substantial completion constitutes the beginning of guarantee period.
- Plant size specifications take precedence over container size.
- Contractor to verify quantities and report any discrepancies to Owners representative and/or Landscape Architect.
- All plant material shall be graded Florida #1 or better.

**SOIL PREPARATION AND SOIL MIX**

- All plants noted for removal shall be relocated as shown on plans or removed and properly disposed of offsite at contractors expense unless otherwise noted.
- Before finishing top soil grading, scarify & rake subsoil clear of stones (1" diameter and larger), debris, rubbish, and remaining roots from removed plant material to a depth of 6".
- Plant holes should be dug and the sides and bottom of the hole should be stable, regardless of depth. Soil scarification is necessary if sides of the hole are compacted.
- Contractor to apply approved pre-emergent herbicide in accordance with manufacturer's rate and specifications. Contractors to provide manufacturer's specifications for approval.
- Planting soil mix for planters, trees, shrubs, and ground cover & grasses shall be determined by soil analysis prior to planting landscape.

The planting soil mix should be what comes out of the hole so the plant adapts to the surrounding/existing soil and grows into it. This is why the sides and the bottom of the planting hole should never be compacted with the digging implements. Never fertilize newly planted plants and trees. Please note that peat moss will eventually decompose and clog soil pores thereby inhibiting the plants water and oxygen consumption.

6. Topsoil shall be natural, fertile, agricultural soil capable of sustaining vigorous plant growth. It shall be of uniform composition throughout, with admixture of subsoil, it shall be free of stones, lumps, live plants and their roots, sticks, and other extraneous material. Top soil brought in should match as well as possible the existing soil texture and Ph. Planted material should never be "mounded" or raised; the soil will eventually wash away exposing the roots and it will be difficult to establish the plant material due to drought and excessive soil transpiration. All plant/tree material should be installed with the root collar exposed (approximately 1/2" to 1"). Landscape contractor should find the uppermost lateral root and plant that just below the soil surface.

7. Smooth topsoil without compaction to two inches (2") below finish grade in areas to be sodded without compaction.

8. Finish grade all topsoil areas to a smooth non-compacted, even surface assuring positive drainage away from the structures and eliminate any low areas except in retention areas where water may collect.

9. Contractor to remove debris and excess material immediately from job site while keeping in mind that heavy equipment will compact soil to the detriment of water drainage and the health of the newly installed plants. All planting areas with compacted soil will have surfaces scarified to a min. of 6" in depth.

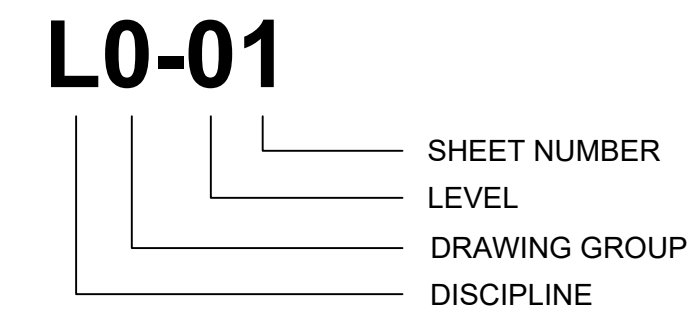
**PLANTING SPECIFICATIONS**

- The contractor is responsible for maintaining, in full, all planting areas (including watering, spraying, mulching, mowing, fertilizing, etc.) Until the job is accepted, in full, by the owner, its representative and Landscape Architect.
- All plant material shall be protected during transport and delivery to final location with shade cloth or other acceptable means of windburn prevention. Plant/tree material shall conform to Florida # 1 as described in Florida grades & standards, the latest issue.
- All trees must be guyed or staked as shown in details.
- When plant material is delivered onsite, it shall not be laid down for more than two hours. Plant material when stored onsite shall be placed and maintained in good condition in a vertical position. All plants held onsite shall be kept watered regularly in sufficient amounts to permit continuous and vigorous growth.
- Installation of all plant material shall be installed in a sound, workmanlike manner and according to accepted good planting and tree relocation procedures with the quality of plant materials as hereinafter described. All elements of landscaping shall be installed so as to meet all applicable ordinances and code requirements.
- There shall be no chains or cables used directly on trees or palms, handle with 2" minimum width nylon straps or equal.
- Contractor shall assure drainage and percolation of all planting pits. Prior to installation of plant material, contractor shall fill all tree pits with water before planting to assure that proper drainage and percolation is available. Correct if required to assure percolation. Contractor is responsible for replacement of all plants lost due to inadequate drainage conditions. Plant/tree material that has bark scraped off due to shipping, handling, and installation issues may be rejected upon inspection by the L.A.
- Contractor to request inspection of project in writing. If all work is satisfactory and complete in accordance with conditions of contract documents, then the owner, its representative, and landscape architect shall declare the project substantially complete.
- Substantial completion constitutes the beginning of guarantee period.
- Contractor to replace rejected plant within two (2) weeks of notice.
- Crown pruning of any trees or palms is generally not approved by the national arborist association standards. When it is approved, it must be done in writing.
- Xeriscaping principles as outlined in the South Florida Water Management District Xeriscape Plant Guide 2 shall be applied throughout landscape installation and maintenance.

**DRAWING ORGANIZATION**

**1. DRAWING NUMBERING SYSTEM**

THE DRAWING NUMBER FOR EACH SHEET CONSISTS OF THE FOLLOWING:



**2. DRAWING GROUP**

LANDSCAPE DRAWINGS ARE ORGANIZED INTO THE FOLLOWING GROUPS:

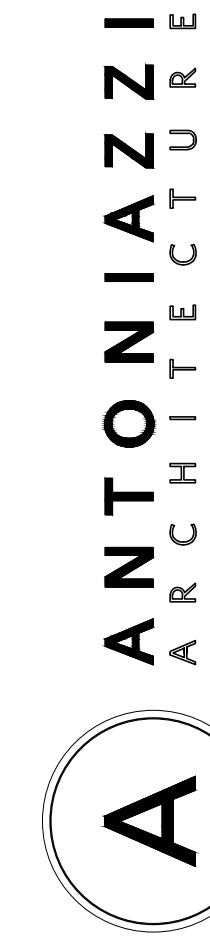
- L0 = GENERAL
- L1 = PLANS
- L2 = ELEVATIONS
- L3 = SECTIONS
- L4 = ENLARGEMENTS
- L5 = DETAILS
- L6 = SCHEDULES

**3. SHEET NUMBER**

EACH DRAWING SHEET WITHIN EACH GROUP/MULTIPLE SHALL BE NUMBERED SEQUENTIALLY FROM 01 TO 99.

**4. DRAWING NUMBER EXAMPLES:**

L0-01 LANDSCAPE NOTES



ANTONIAZZI ARCHITECTURE INC.  
 340 W. FLAGLER ST #1108  
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3322 BOUTWELL  
 3322 Boutwell Rd.  
 Lake Worth Beach Florida,  
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ISSUE #	DESCRIPTION	DATE
1	COMMENTS	09/30/2020



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L0-01



3322 BOUTWELL  
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Lake Worth Beach Florida,  
33461

SITE LANDSCAPE CALCULATIONS	
<b>SITE DATA</b>	
MUNICIPALITY	LAKEWORTH BEACH
ZONING CLASSIFICATION	MUW - Mixed use West
PROPERTY ADDRESS	3322 Boutwell Rd.
LOT AREA	22500 SF = 5 ACRES
IMPERVIOUS AREA	9,576 SF
PERVIOUS AREA	5,277 SF
<b>STREET TREE REQUIREMENTS:</b>	
STREET TREES REQUIRED (150 LF/25 LF)	6
STREET TREES PROVIDED (RIGHT OF WAY CONSTRAINTS, < 5' SIDEWALK)	0
<b>ROW BUFFER REQUIREMENTS:</b>	
TREES REQUIRED (150 LF/ 25 LF)	6
TREES PROVIDED	6
SHRUBS REQUIRED (150 LF/ 2 LF)	75
SHRUBS PROVIDED	152
BUFFER AREA REQUIRED (150 LF X 5 SF)	750
BUFFER AREA PROVIDED	1,122
<b>INTERIOR SITE PLANTING REQUIREMENTS:</b>	
TREES REQUIRED (4,915 SF/ 225 SF)	22
TREES PROVIDED	24
NATIVE TREES REQUIRED (75%):	17
NATIVE TREES PROVIDED (100%):	24
SHRUBS REQUIRED (384 LF X 5 SF/ 5 SF)	384
SHRUBS PROVIDED	1052
NATIVE SHRUBS & GROUNDCOVER REQUIRED (75%):	288
NATIVE SHRUBS & GROUNDCOVER PROVIDED (99%):	1077
BUFFER AREA REQUIRED (228 LF X 5 SF)	1,140
BUFFER AREA PROVIDED	1,950
<b>OFF-STREET PARKING PLANTING REQUIREMENTS:</b>	
PLANTING SF REQUIRED (6,800 SF X 20%)	1,360
PLANTING SF PROVIDED	1,742
TREES REQUIRED (1,742 / 125 SF)	14
TREES PROVIDED	16
BUFFER TREES REQUIRED (220 LF / 20')	10
BUFFER TREES PROVIDED	10
<b>TOTAL TREES REQUIRED:</b>	48
<b>TOTAL TREES PROVIDED:</b>	49
<b>TOTAL SHRUBS &amp; GROUNDCOVER REQUIRED:</b>	459
<b>TOTAL SHRUBS &amp; GROUNDCOVER PROVIDED:</b>	1081

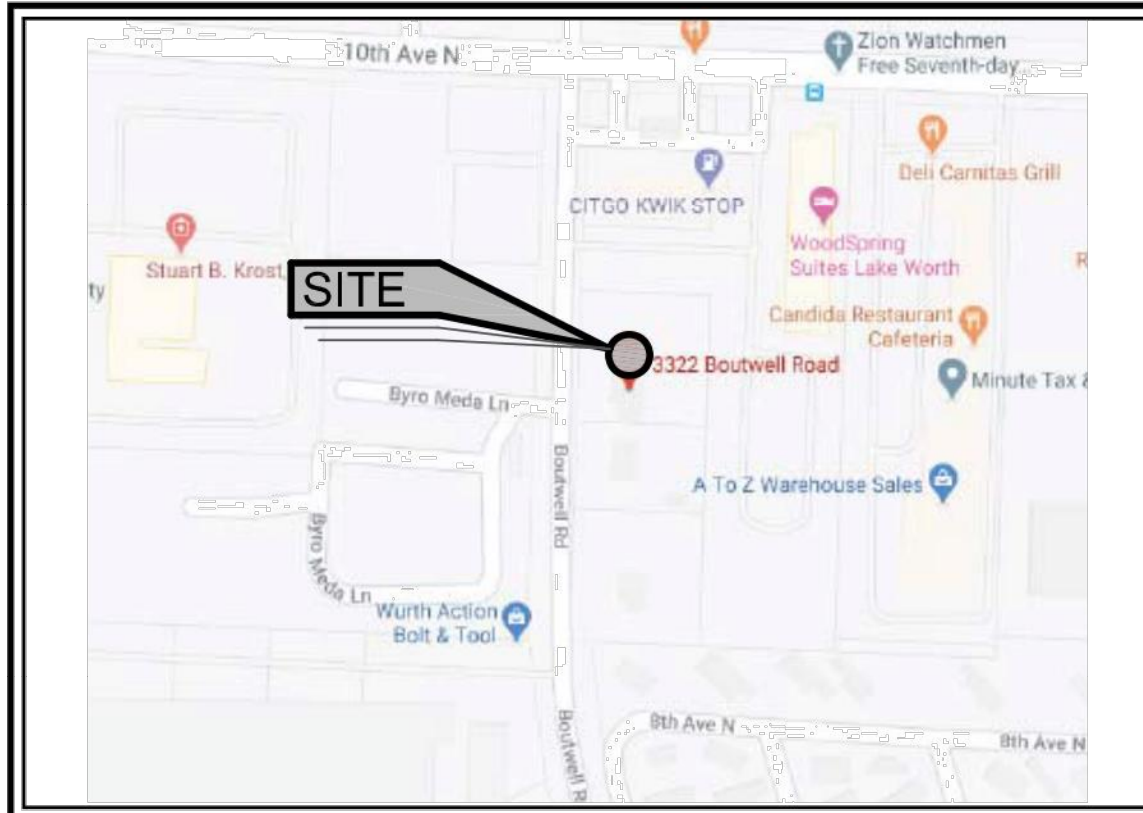
CONCEPT		
ISSUE #	DESCRIPTION	DATE
1	COMMENTS	09/30/2020



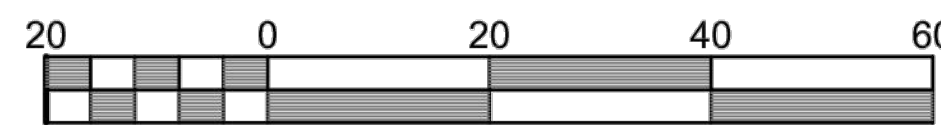
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L0-02





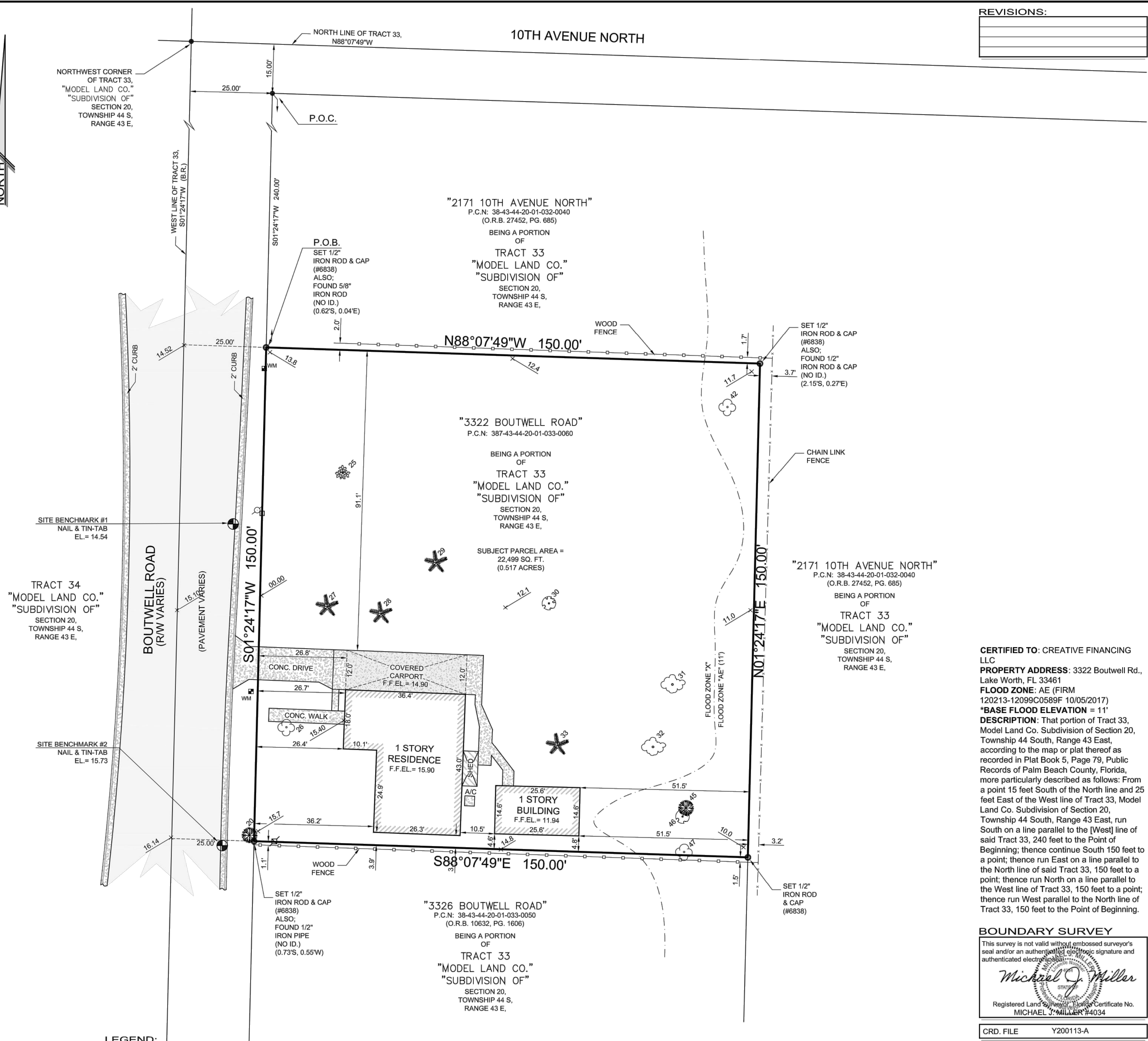
LOCATION MAP N.T.S.



Scale 1" = 20'

NO.	DIA.	TREE TYPE
20	18"	CABBAGE PALM
25	12"	CACTUS
26	4"	UNKNOWN
27	12"	COCONUT PALM
28	8"	COCONUT PALM
29	8"	COCONUT PALM
30	14"	MANGO
31	40"	BANYAN
32	40"	BANYAN
33	12"	COCONUT PALM
42	4"	UNKNOWN
45	10"	CABBAGE PALM
46	10"	MANGO
47	5"	UNKNOWN

- TREE LEGEND:
- = CABBAGE PALM TREE
  - = CACTUS
  - = COCONUT PALM TREE
  - = MANGO TREE
  - = BANYAN TREE
  - = UNKNOWN TREE



REVISIONS:


**CERTIFIED TO:** CREATIVE FINANCING LLC  
**PROPERTY ADDRESS:** 3322 Boutwell Rd., Lake Worth, FL 33461  
**FLOOD ZONE:** AE (FIRM 120213-12099C0589F 10/05/2017)  
**"BASE FLOOD ELEVATION = 11"**  
**DESCRIPTION:** That portion of Tract 33, Model Land Co., Subdivision of Section 20, Township 44 South, Range 43 East, according to the map or plat thereof as recorded in Plat Book 5, Page 79, Public Records of Palm Beach County, Florida, more particularly described as follows: From a point 15 feet South of the North line and 25 feet East of the West line of Tract 33, Model Land Co. Subdivision of Section 20, Township 44 South, Range 43 East, run South on a line parallel to the [West] line of said Tract 33, 240 feet to the Point of Beginning; thence continue South 150 feet to a point; thence run East on a line parallel to the North line of said Tract 33, 150 feet to a point; thence run North on a line parallel to the West line of Tract 33, 150 feet to a point; thence run West parallel to the North line of Tract 33, 150 feet to the Point of Beginning.

**BOUNDARY SURVEY**  
 This survey is not valid without the embossed surveyor's seal and/or an authorized electronic signature and authenticated electronic data.  
  
 Registered Land Surveyor, Florida Certificate No. MICHAEL J. MILLER #4034  
 CRD. FILE Y200113-A

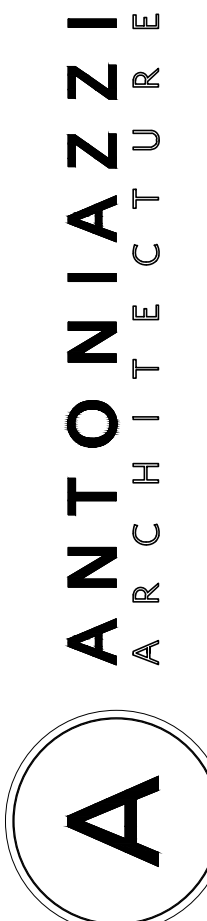
SCALE:	1" = 20'
DRAWN BY:	PICARD
FIELD WK:	M.M. / B.M.
DATE:	02/10/2020
REF:	T34/57
PREV. JOB NO'S:	
JOB NO.	Y200113
M - 4731	

**LEGEND:**

CALC. = CALCULATED	(P) = PLAT	P.I. = POINT OF INTERSECTION	ASPH. = ASPHALT PAVEMENT
C.B.S. = CONCRETE BLOCK STRUCTURE	R = RADIUS	P.O.C. = POINT OF COMMENCEMENT	CONC. = CONCRETE
CONC. MON. = CONCRETE MONUMENT	Δ = CENTRAL "DELTA" ANGLE	P.O.B. = POINT OF BEGINNING	PAV. BRICK = PAVEMENT BRICK FLATWORK
CONC. = CONCRETE	A = ARC LENGTH	R.W. = RIGHT OF WAY	WOOD FENCE = WOOD FENCE
D.E. = DRAINAGE EASEMENT	C.H.B. = CHORD BEARING	M.F. = METAL FENCE	W.P.F. = WOOD POWER POLE
U.E. = UTILITY EASEMENT	N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM	C.L. = CENTERLINE	W.M. = WATER METER
P.E. = POOL EQUIPMENT	O.R.B. = OFFICIAL RECORD BOOK	E. = EASEMENT	F.H. = FIRE HYDRANT
F.F.E.L. = FINISHED FLOOR ELEVATION	P.B. = PLAT BOOK	C. = COVERED	C.B. = CATCH BASIN
E.L. = ELEVATION	P.C. = POINT OF CURVATURE	O.L. = OVERHEAD LINES	S.M. = SANITARY MANHOLE
(B.A.) = BEARING REFERENCE	P.T. = POINT OF TANGENCY	LOT L.I. = LOT LINE	
(D) = DEED	P.R.C. = POINT OF REVERSE CURVATURE		
(M) = MEASURED	P.C.C. = POINT OF COMPOUND CURVATURE		

- SURVEY NOTES:**
- Lands shown hereon were not abstracted for easements and/or rights-of-way of record by this office.
  - Elevations shown hereon are based on North Atlantic Vertical Datum of 1988 (NAVD 88).
    - Originating benchmark = Leica Global Positioning System.
    - 15.00 = existing elevation (NAVD 88 typical).
  - No underground improvements located.
  - All bearings and distances shown hereon are plat and measured unless otherwise noted.
  - This firm "Certificate of Authorization" number is "LB 6838".

W:\miller\MILLER-DRAWINGS\Y20\Y200113.dwg, 18X24, 2/12/2020 2:58:18 PM



ANTONIAZZI ARCHITECTURE INC.  
 340 W. FLAGLER ST #1108  
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3322 BOUTWELL  
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**CONCEPT**

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1		09/30/2020



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L0-03





NOTE: REFER TO SHEET L6-00 FOR TREE DISPOSITION SCHEDULE

**1** TREE DISPOSITION PLAN  
SCALE: 1/8" = 1'-0"

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33461

ISSUE #	DESCRIPTION	DATE
1	CONCEPT	09/30/2020

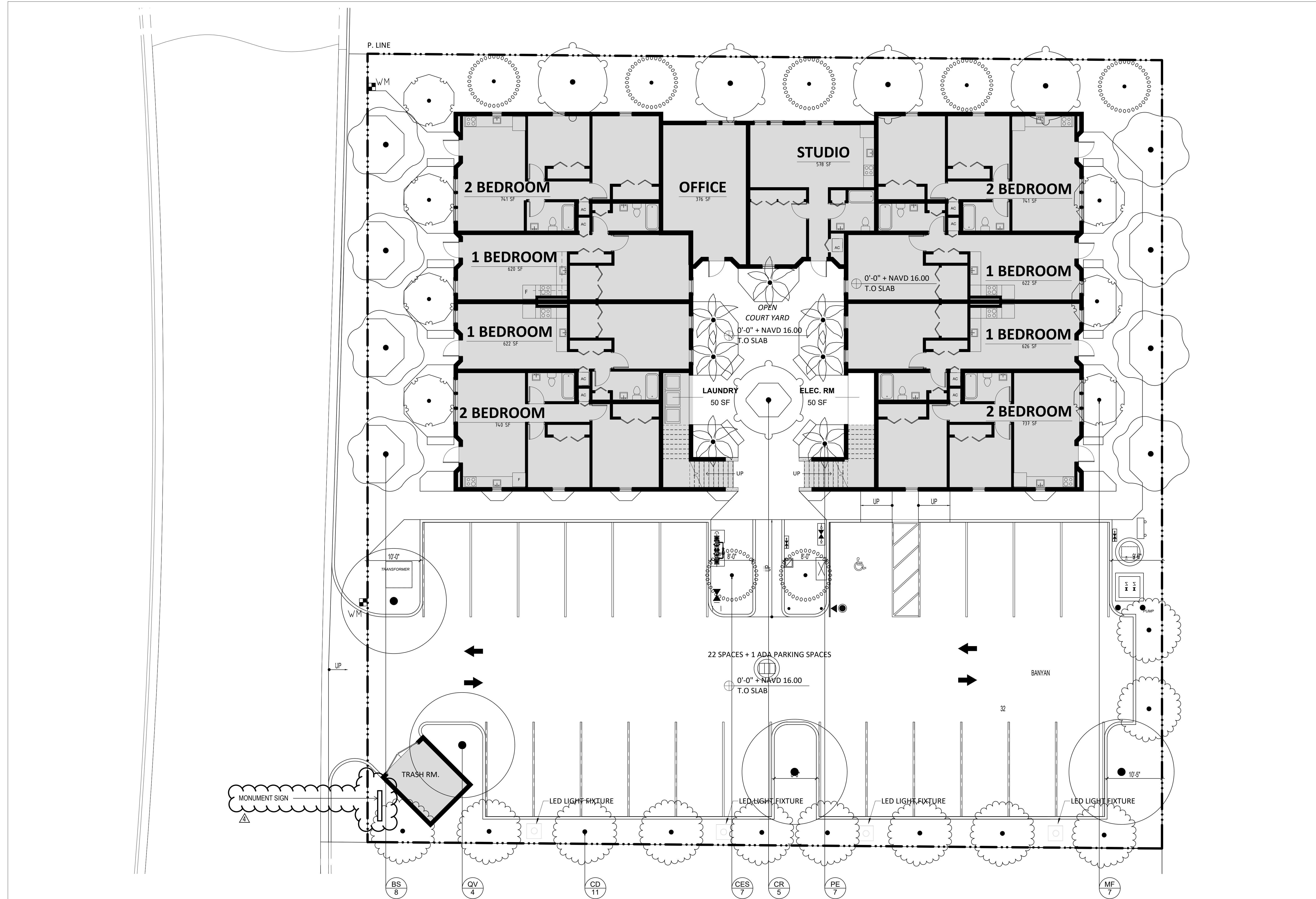


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L1-00

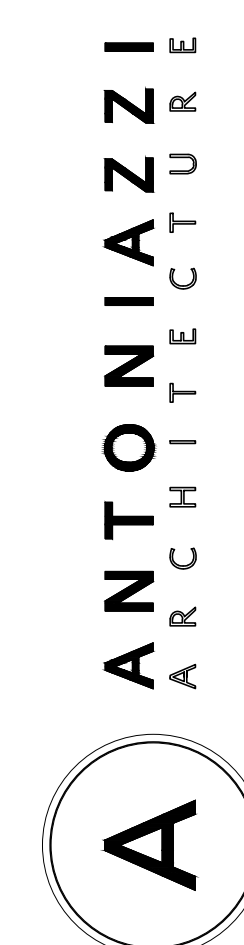
DRAWING NAME: TREE DISPOSITION PLAN  
SCALE: 1/8" = 1'-0" DATE: 09/30/2020  
PROJECT NUMBER: 1913





NOTE: REFER TO SHEET L6-00 FOR TREE MITIGATION SCHEDULE

**1 TREE MITIGATION PLAN**  
SCALE: 1/8" = 1'-0"



**ANTONIAZZI**  
ARCHITECTURE  
ANTONIAZZI ARCHITECTURE INC.  
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ISSUE #	DESCRIPTION	DATE
1	COMMENTS	09/30/2020
4	COMMISSION COMMENT	01/03/2022

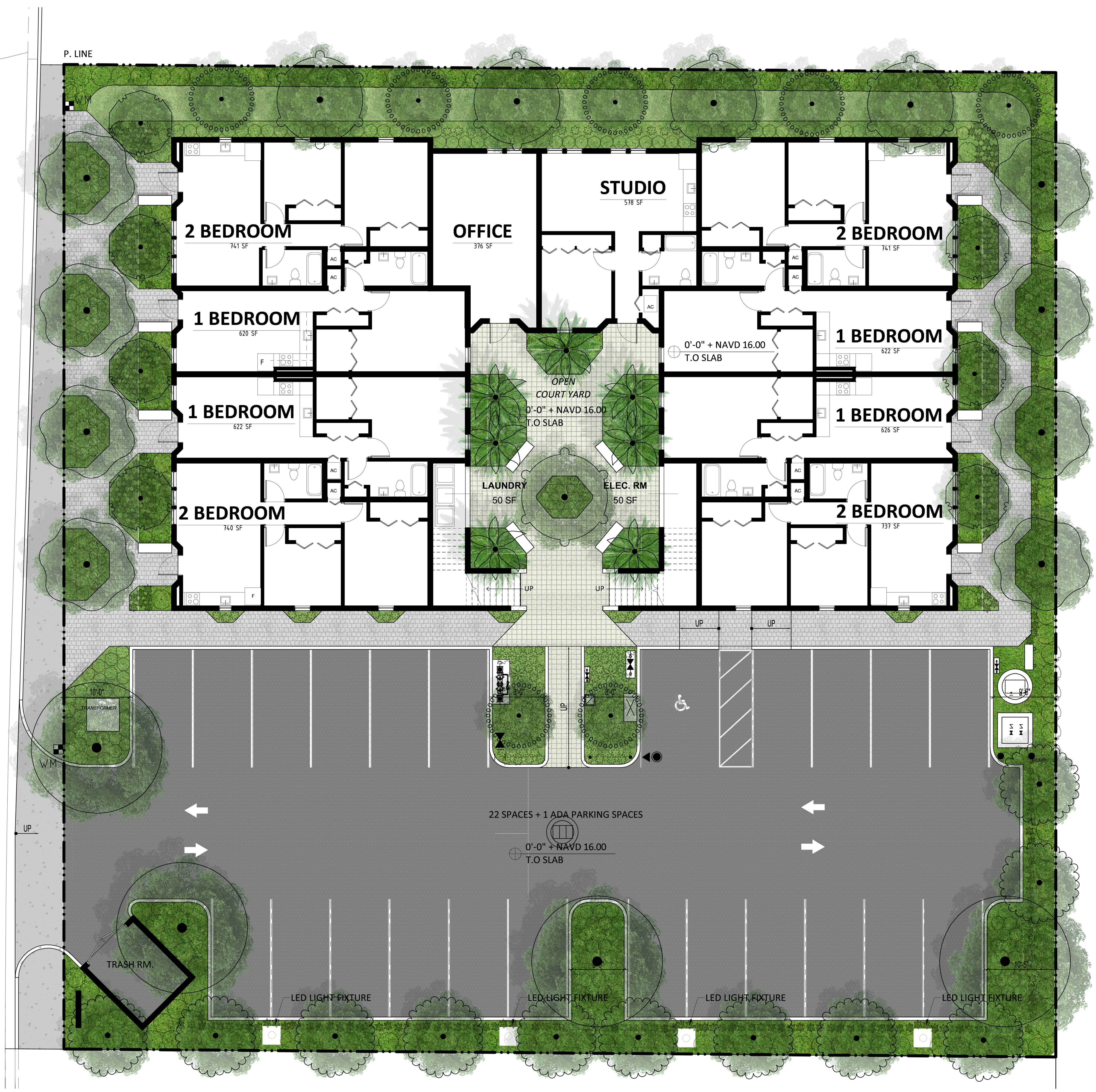


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L1-01

DRAWING NAME: TREE MITIGATION PLAN  
SCALE: 1/8" = 1'-0" DATE: 09/30/2020  
PROJECT NUMBER: 1913





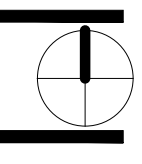
CONCEPT

ISSUE #	DESCRIPTION	DATE
1	COMMENTS	09/30/2020

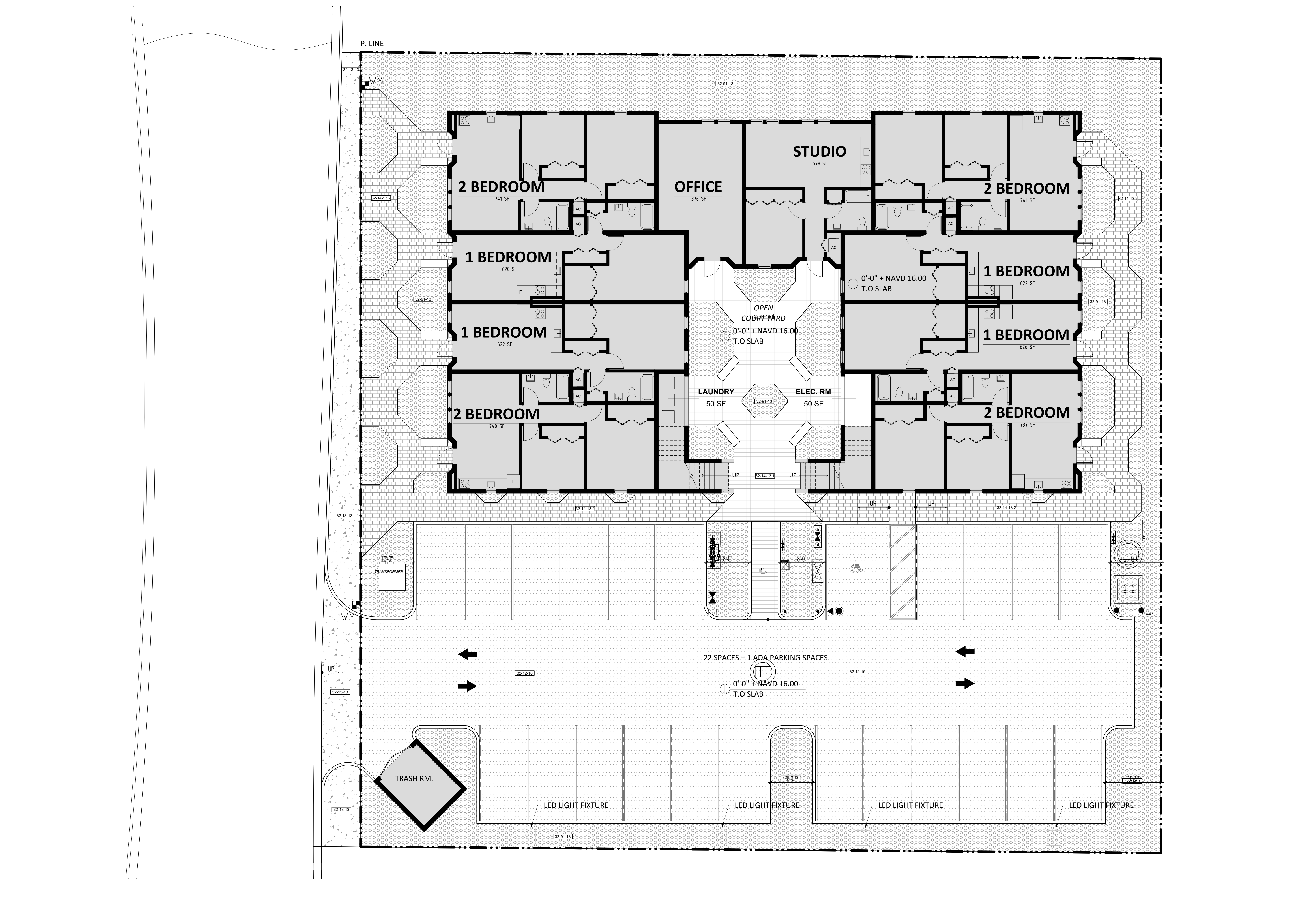


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L1-10

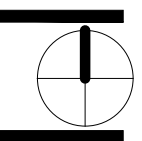






NOTE: REFER TO SHEET L6-10 FOR HARDSCAPE SCHEDULE

**1 HARDSCAPE PLAN**  
SCALE: 1/8" = 1'-0"



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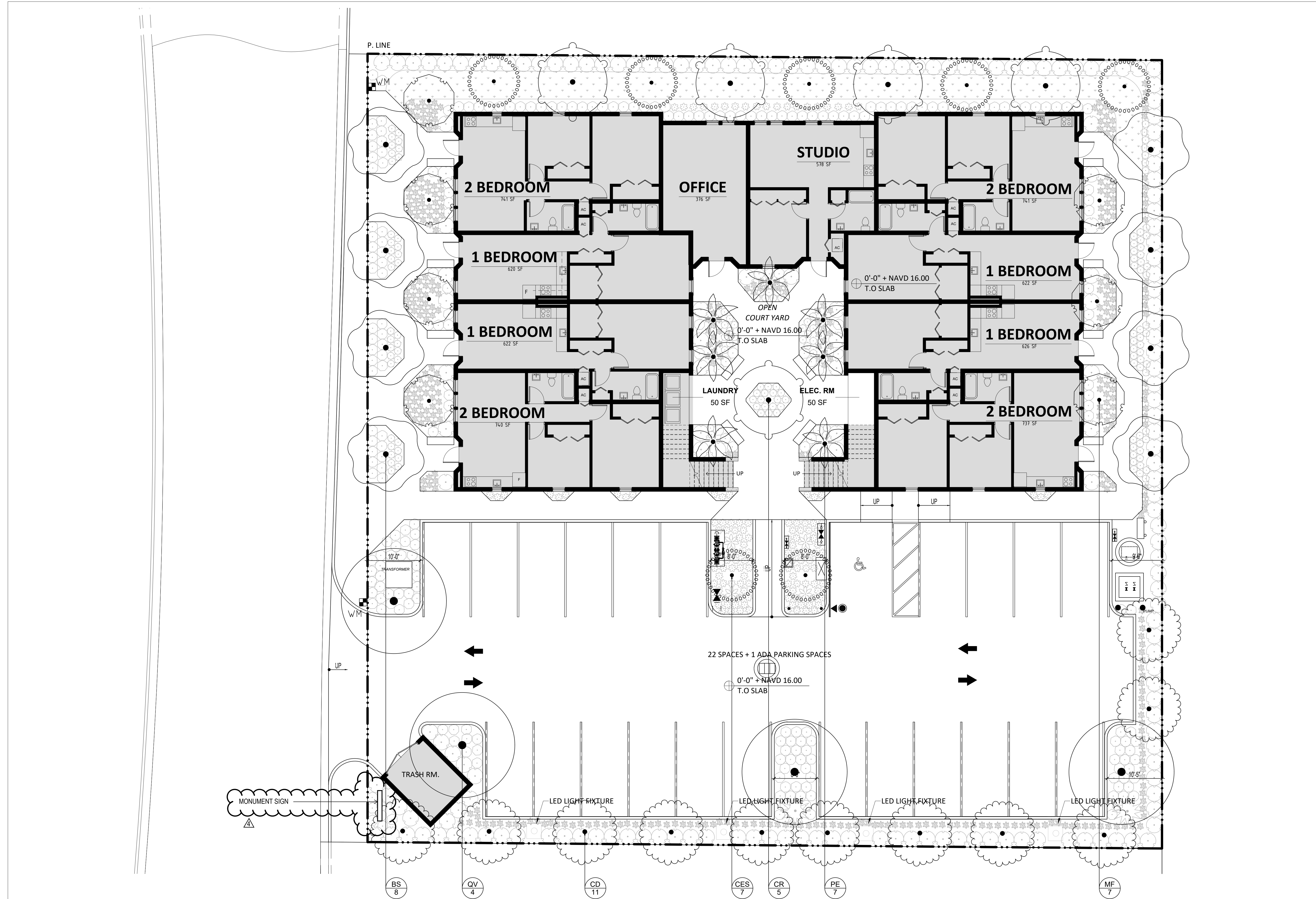
ISSUE #	DESCRIPTION	DATE
1	COMMENTS	09/30/2020



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L1-11





NOTE: REFER TO SHEET L6-10 FOR TREE SCHEDULE

**1 TREE PLAN**  
SCALE: 1/8" = 1'-0"

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CONCEPT

ISSUE #	DESCRIPTION	DATE
1	COMMENTS	09/30/2020
4	COMMISSION COMMENT	01/03/2022

SEAL:

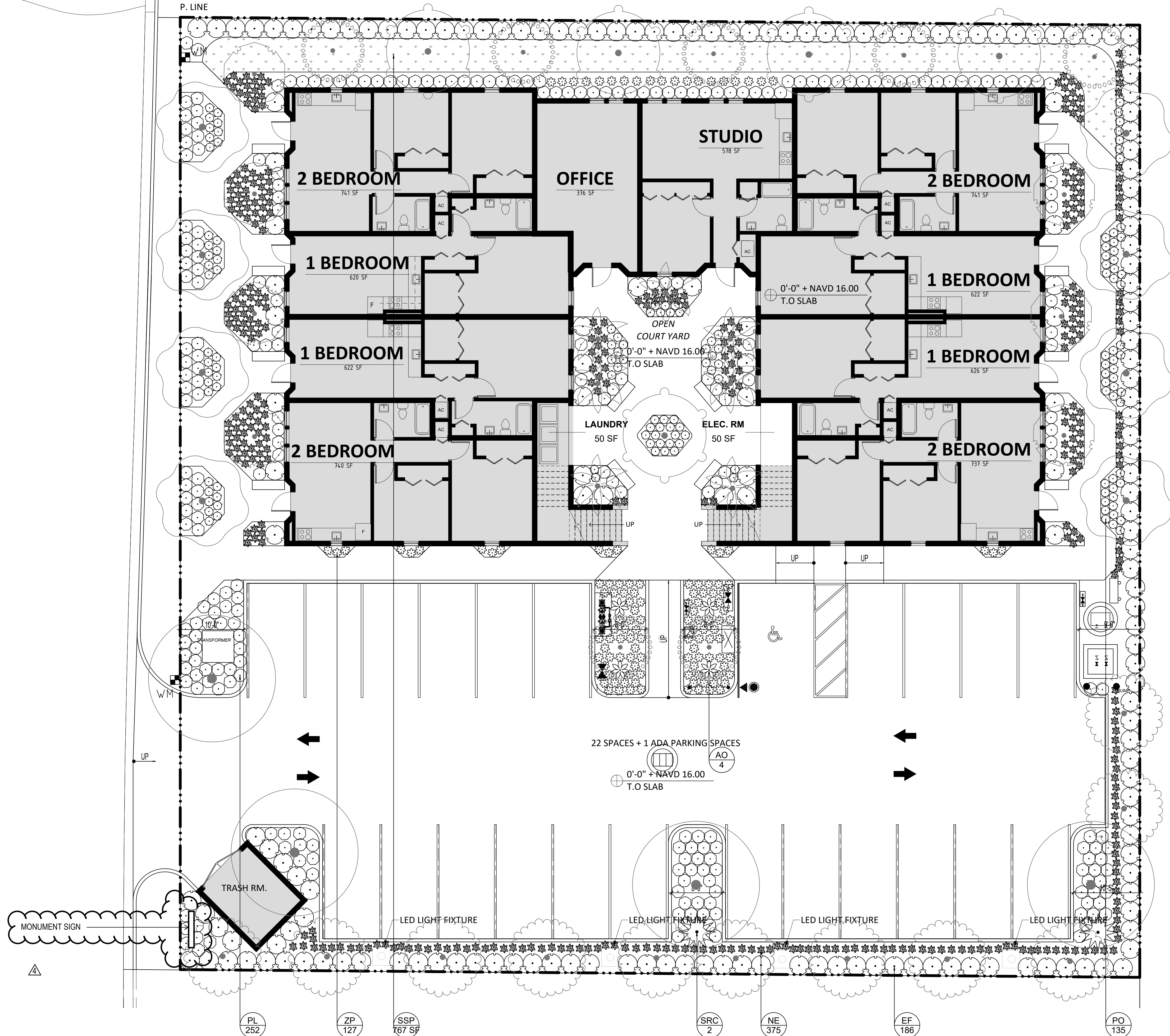


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L1-12

DRAWING NAME: TREE PLAN  
SCALE: 1/8" = 1'-0" DATE: 09/30/2020  
PROJECT NUMBER: 1913





NOTE: REFER TO SHEET L6-10 FOR SHRUB & GROUND COVER SCHEDULE

**1 SHRUB PLAN**  
SCALE: 1/8" = 1'-0"

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ISSUE #	DESCRIPTION	DATE
1	COMMENTS	09/30/2020
4	COMMISSION COMMENT	01/03/2022



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L1-13

DRAWING NAME: SHRUB PLAN  
SCALE: 1/8" = 1'-0" DATE: 09/30/2020  
PROJECT NUMBER: 1913



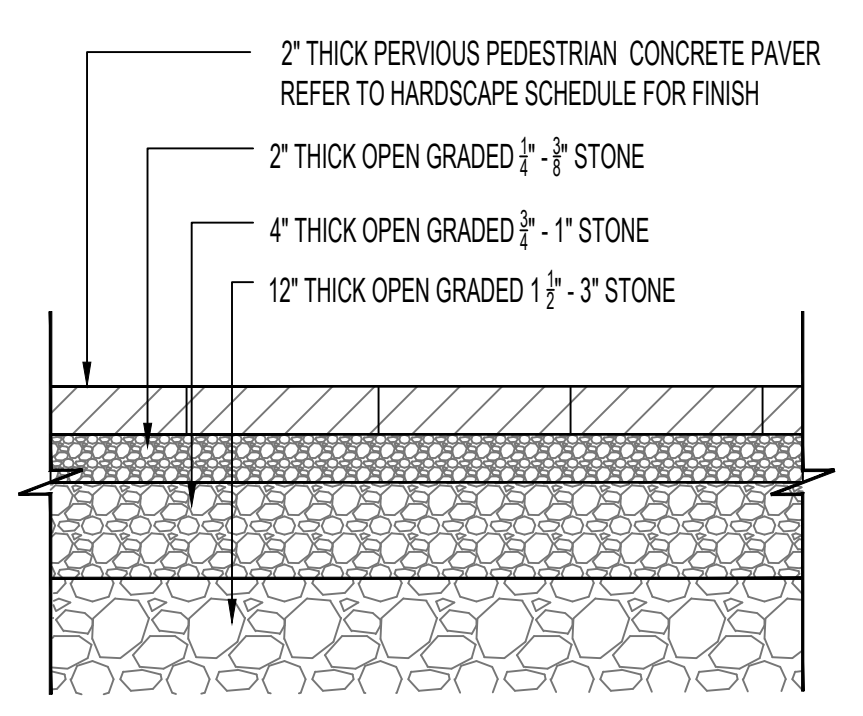
ISSUE #	DESCRIPTION	DATE
1	COMMENTS	09/30/2020

SEAL:

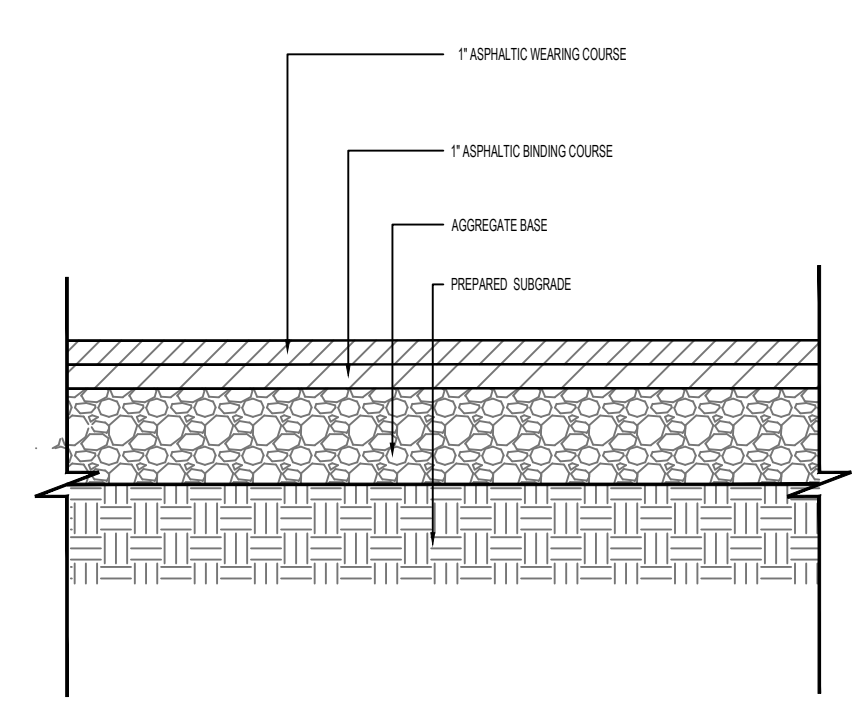


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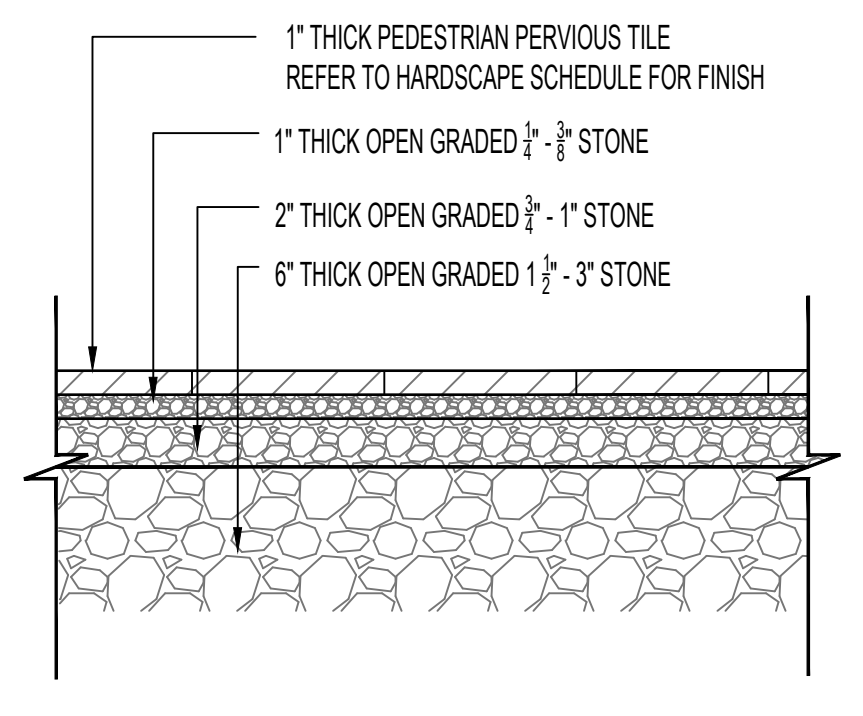
L5-11



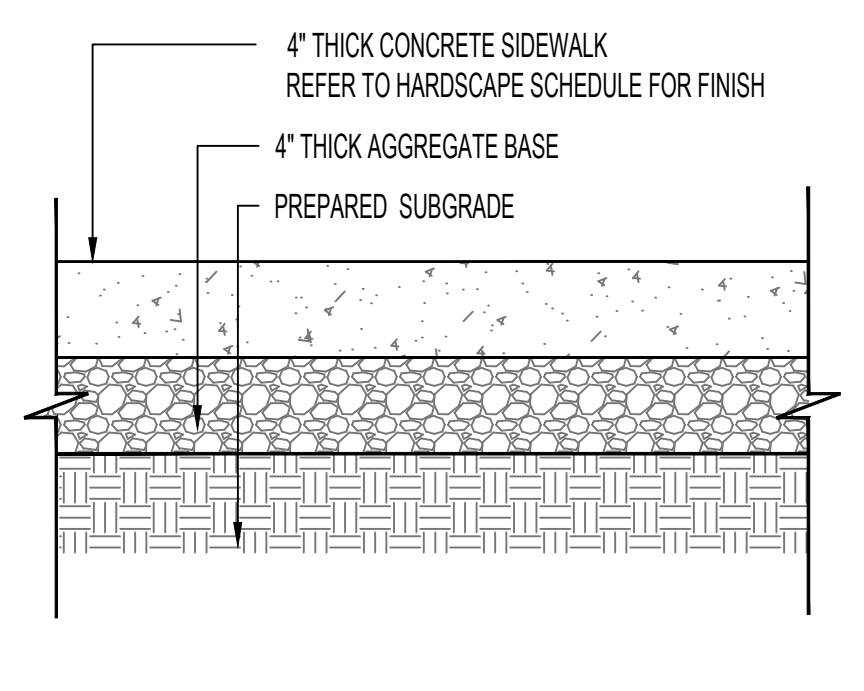
4 2" THICK PERVIOUS PEDESTRIAN CONCRETE PAVER  
SCALE: 1-1/2"=1'-0"



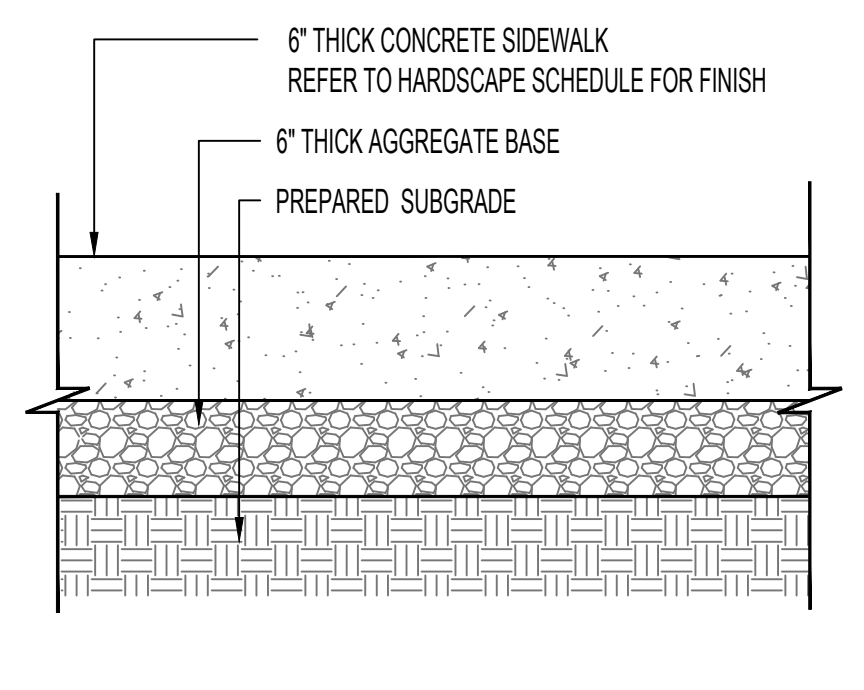
1 ASPHALT PAVING  
SCALE: 1-1/2"=1'-0"



5 1" THICK PERVIOUS PEDESTRIAN TILE  
SCALE: 1-1/2"=1'-0"

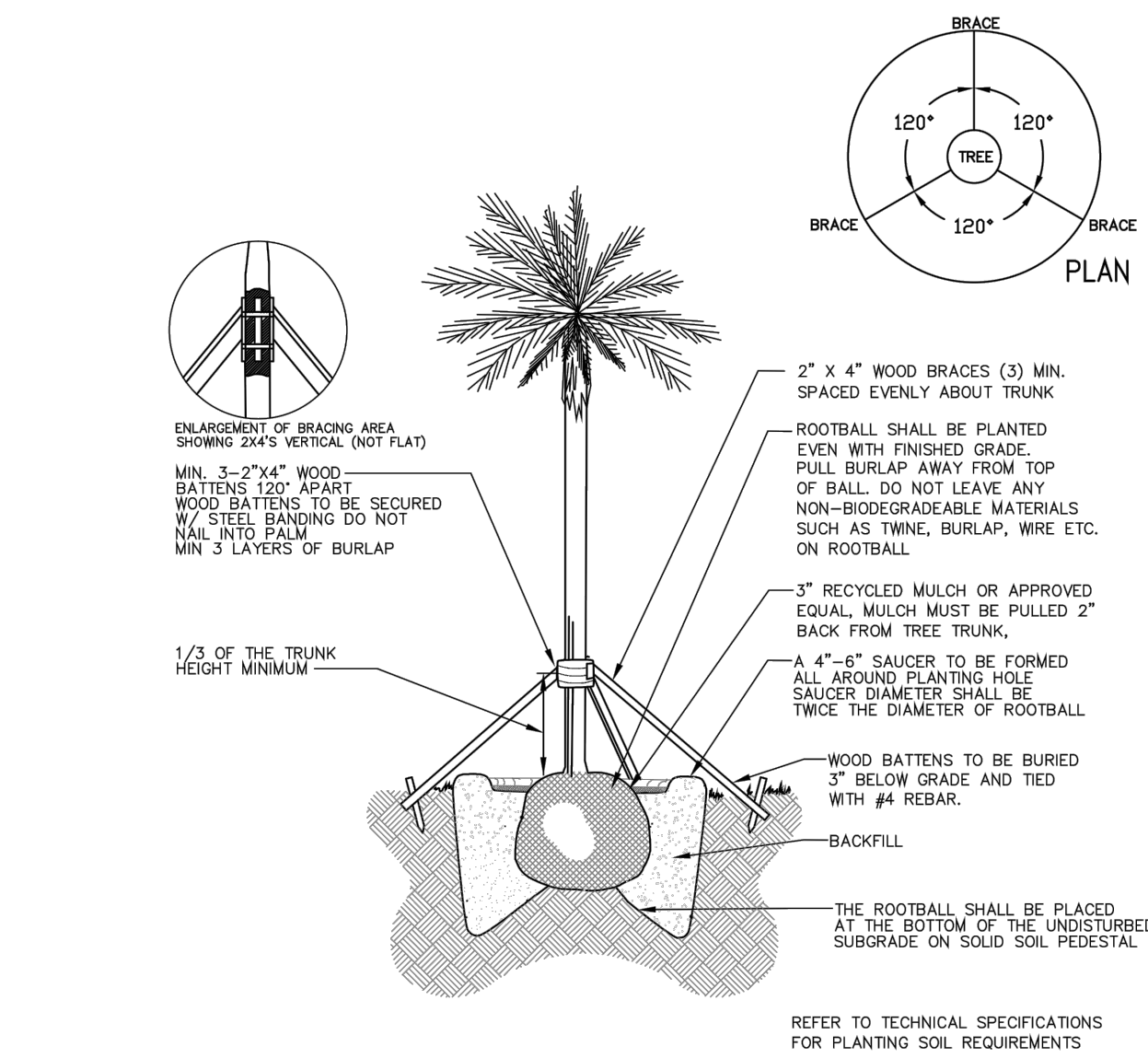


2 4" THICK CONCRETE SIDEWALK  
SCALE: 1-1/2"=1'-0"

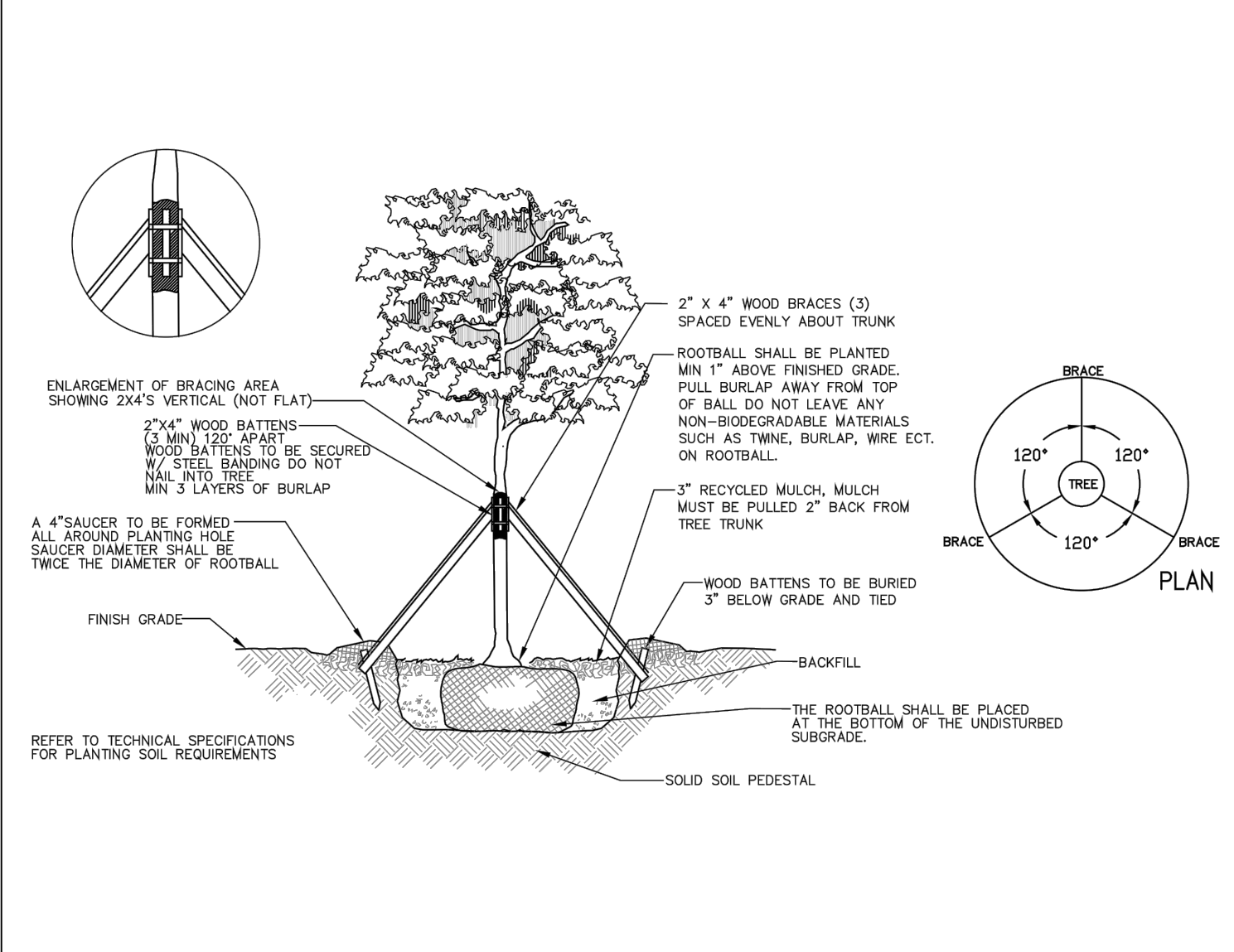


3 6" THICK CONCRETE SIDEWALK AT DRIVEWAYS  
SCALE: 1-1/2"=1'-0"

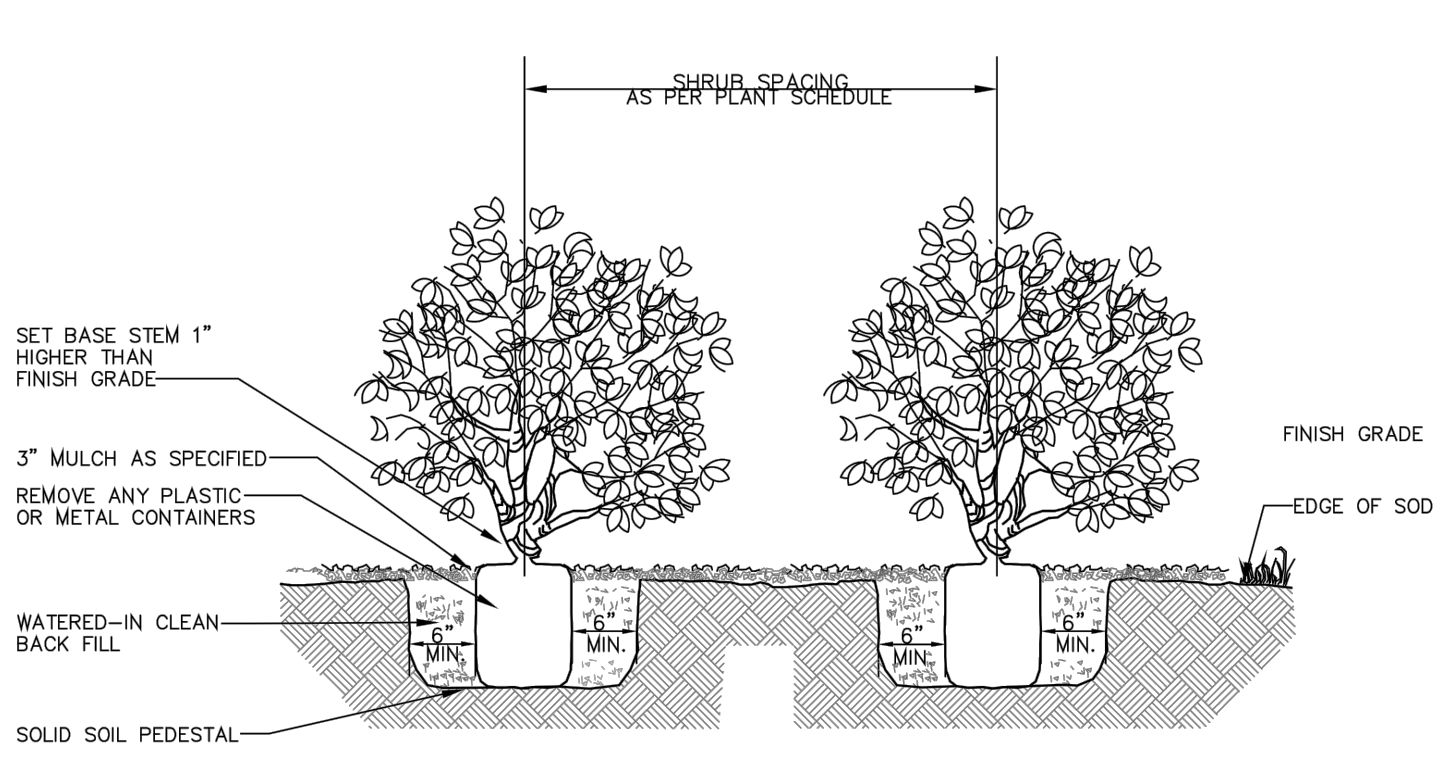




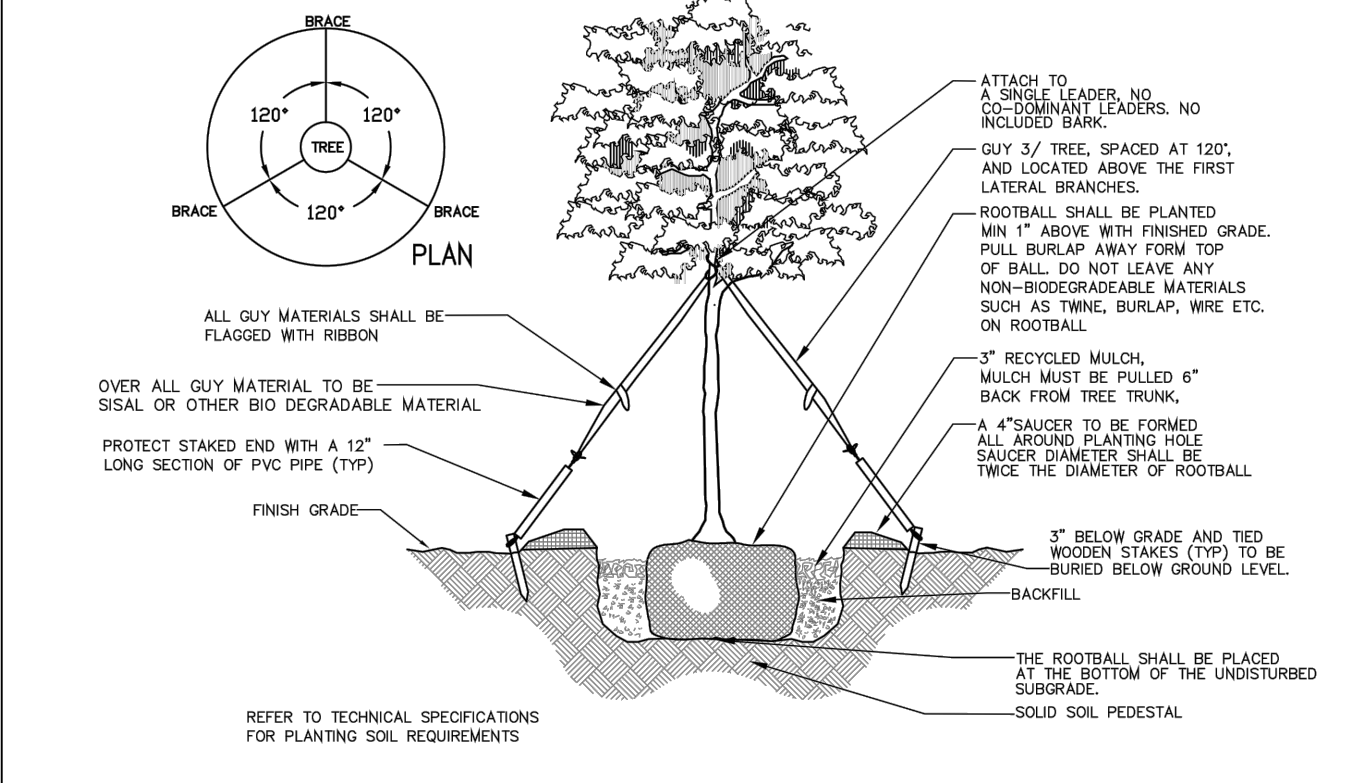
**4 PALM PLANTING**  
SCALE: NTS



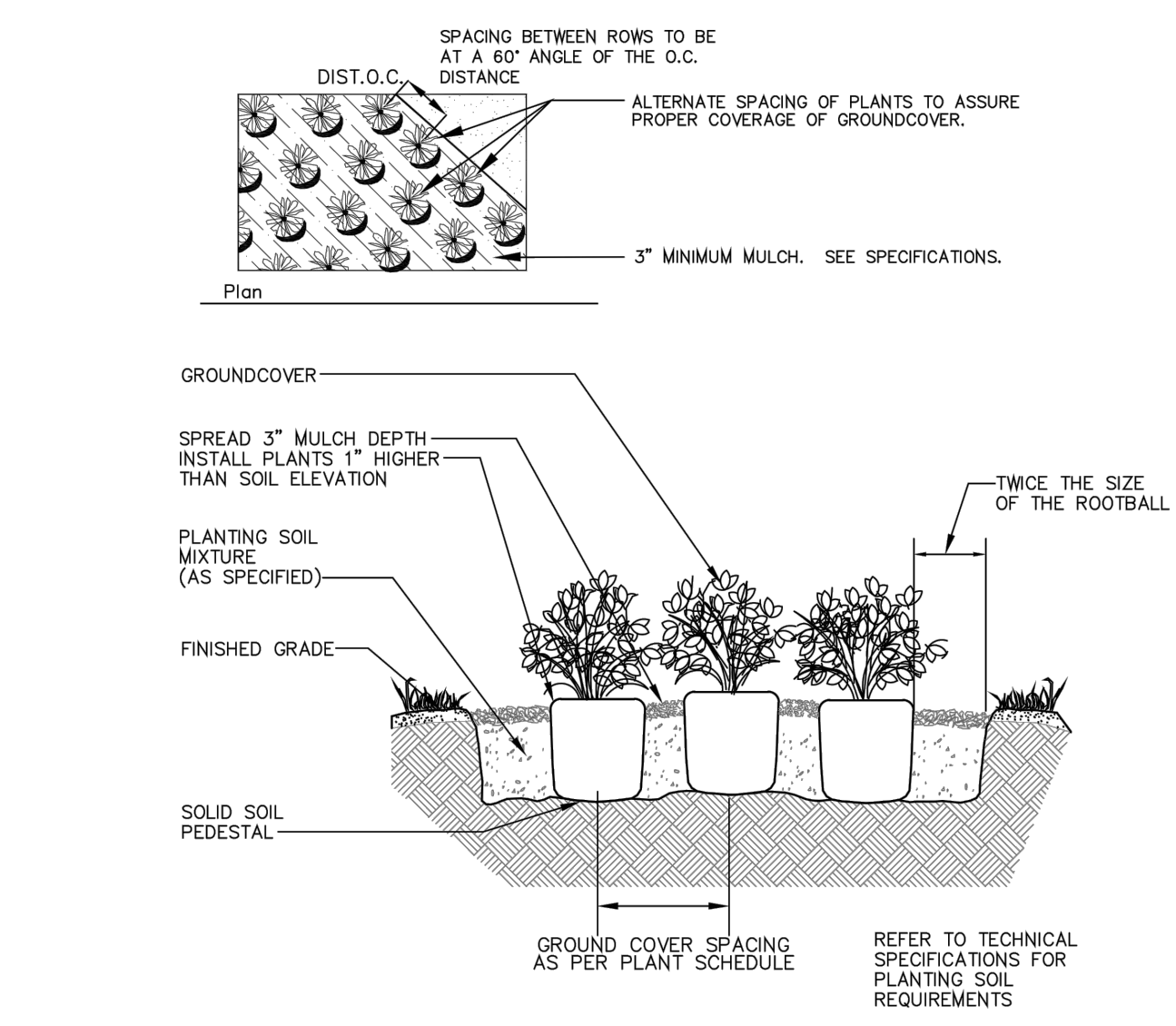
**1 LARGE TREE PLANTING TRUNK > 4\"/>**



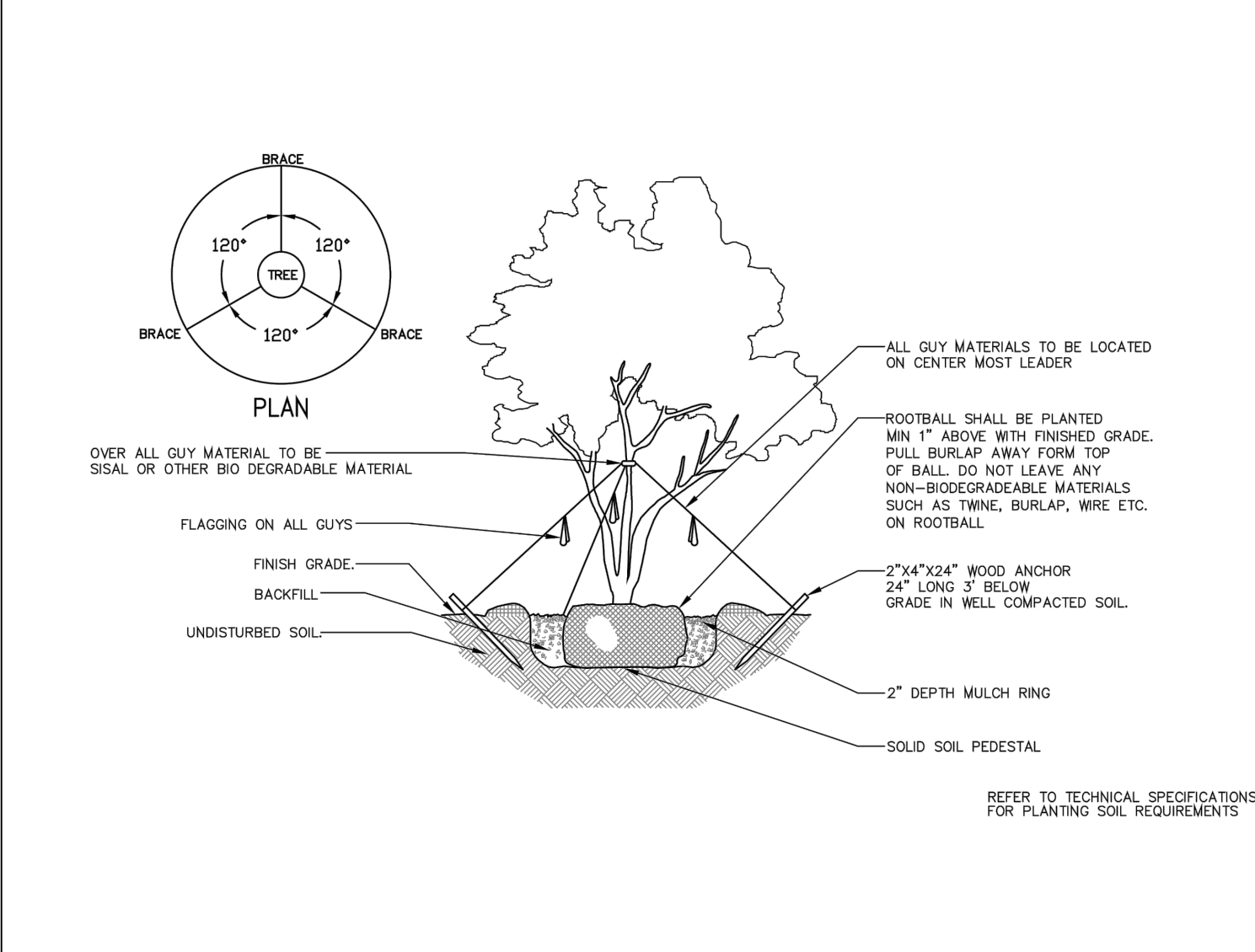
**5 SHRUB PLANTING**  
SCALE: NTS



**2 SMALL TREE PLANTING TRUNK < 4\"/>**



**6 GROUNDCOVER PLANTING**  
SCALE: NTS



**3 MULTI-TRUNK TREE PLANTING**  
SCALE: NTS



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L6-00

### TREE DISPOSITION SCHEDULE

CODE	SYMBOL	BOTANICAL NAME	COMMON NAME	DBH	NATIVE	DISPOSITION	CALC. DBH
20		Sabal palmetto	Cabbage Palm	18"	Yes	REMOVE	0"
25		-	Cactus	12"	-	REMOVE	12"
26		-	UNKNOWN	4"	-	REMOVE	4"
27		Cocos nucifera	Coconut Palm	12"	No	REMOVE	0"
28		Cocos nucifera	Coconut Palm	8"	No	REMOVE	0"
29		Cocos nucifera	Coconut Palm	8"	No	REMOVE	0"
30		Mangifera indica	Mango	14"	No	REMOVE	14"
31		Ficus spp.	Banyan	40"	-	REMOVE	40"
32		Ficus spp.	Banyan	40"	-	REMOVE	40"
33		Cocos nucifera	Coconut Palm	12"	No	REMOVE	0"
42		-	UNKNOWN	4"	-	REMOVE	4"
45		Sabal palmetto	Cabbage Palm	10"	Yes	REMOVE	0"
46		Mangifera indica	Mango	10"	No	REMOVE	10"
47		-	UNKNOWN	5"	-	REMOVE	5"
TOTAL REMOVED DBH							129"
TOTAL PALMS REMOVED							6

NOTE: REFER TO SHEET L1-00 FOR TREE DISPOSITION PLAN

### TREE MITIGATION SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	DBH	CLEAR TRUNK	NATIVE	DROUGHT	TOTAL DBH
	BS	8	Bursera simaruba	Gumbo Limbo	20'	10'	6"	5'	Yes	Yes	48
	CD	11	Coccoloba diversifolia	Pigeon Plum	12'	6'	2"	3.5'	Yes	Yes	22
	CES	7	Conocarpus erectus var. sericeus	Silver Buttonwood	10'	5'	1.5"	3'	Yes	Yes	10.5
	CR	5	Clusia rosea	Pitch Apple	14'	7'	3"	4'	Yes	Yes	15
	MF	7	Myrcianthes fragrans	Simpsons Stopper	10'	5'	1.5"	3'	Yes	Yes	10.5
	QV	4	Quercus virginiana	Live Oak	20'	10'	6"	5'	Yes	Yes	24
PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	DBH	CLEAR TRUNK	NATIVE	DROUGHT	TOTAL DBH
	PE	7	Ptychosperma elegans	Alexander Palm - Double	12'	12'	4"	6' GW	No	Yes	-
TOTAL MITIGATION DBH											130"
TOTAL PALMS PROPOSED											7

NOTE: REFER TO SHEET L1-01 FOR TREE MITIGATION PLAN



TREE SCHEDULE										
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	DBH	CLEAR TRUNK	NATIVE	DROUGHT
	BS	8	Bursera simaruba	Gumbo Limbo	20'	10'	6"	5'	Yes	Yes
	CD	11	Coccoloba diversifolia	Pigeon Plum	12'	6'	2"	3.5'	Yes	Yes
	CES	7	Conocarpus erectus var. sericeus	Silver Buttonwood	10'	5'	1.5"	3'	Yes	Yes
	CR	5	Clusia rosea	Pitch Apple	14'	7'	3"	4'	Yes	Yes
	MF	7	Myrcianthes fragrans	Simpsons Stopper	10'	5'	1.5"	3'	Yes	Yes
	QV	4	Quercus virginiana	Live Oak	20'	10'	6"	5'	Yes	Yes
PALMS	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	DBH	CLEAR TRUNK	NATIVE	DROUGHT
	PE	7	Ptychosperma elegans	Alexander Palm - Double	12'	12'	4"	6' GW	No	Yes

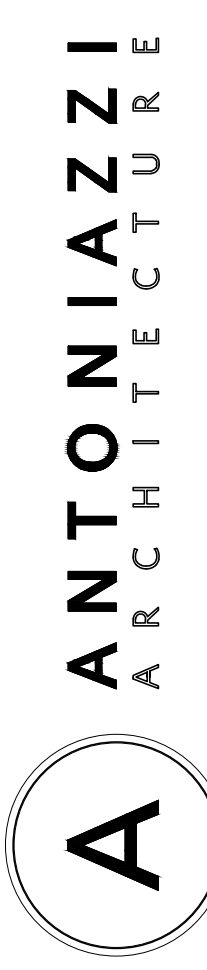
NOTE: REFER TO SHEET L1-12 FOR TREE PLAN

SHRUB & GROUNDCOVER SCHEDULE										
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL	NATIVE	DROUGHT	
	AO	4	Alcantarea odorata	Silver Bromeliad	2.5'	3'	7G	No	Yes	
	EF	186	Eugenia foetida	Spanish Stopper	4'	2'	7G	Yes	Yes	
	PL	252	Psychotria ligustrifolia	Bahama Coffee	2'	2'	3G	Yes	Yes	
	SRC	2	Serenoa repens 'Cinerea'	Silver Saw Palmetto	2'	2'	7G	Yes	Yes	
	ZP	127	Zamia pumila	Coonite	1.5'	1.5'	3G	Yes	Yes	
GROUNDCOVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL	NATIVE	DROUGHT	
	NE	375	Nephrolepis exaltata	Boston Fern	1'	1'	1G	Yes	Yes	
	PO	135	Peperomia obtusifolia	Baby Rubber Plant	1'	1'	1G	Yes	Yes	
SOD	CODE	QTY	BOTANICAL NAME	COMMON NAME	HEIGHT	SPREAD	GAL	NATIVE	DROUGHT	
	SSP	767 sf	Stenotaphrum secundatum 'Palmetto'	St. Augustine Palmetto	Flat			No	Yes	

NOTE: REFER TO SHEET L1-13 FOR SHRUB PLAN

HARDSCAPE SCHEDULE			
SYMBOL	CODE	32 EXTERIOR IMPROVEMENTS DESCRIPTION	QTY
	32-12-16	ITEM: Asphalt Paving APPLICATION: Site Driveways	7,025 sf
	32-13-13	ITEM: Concrete Paving APPLICATION: Right-of-Way Sidewalk FINISH: Broomed / Brushed	853 sf
	32-14-13.1	ITEM: Pedestrian Precast Pervious Concrete Unit Paving APPLICATION: Courtyard MANUFACTURER: Tremron PRODUCT: Pervious Paver SIZE: Olde Towne, 6"x4", 6"x6", 6"x9" COLOR: Sierra	913 sf
	32-14-13.2	ITEM: Pedestrian Precast Pervious Concrete Unit Paving APPLICATION: Walkways MANUFACTURER: Tremron PRODUCT: Pervious Paver SIZE: 4"x8" COLOR: Sand Dune	1,762 sf
	32-91-13	ITEM: Mulching APPLICATION: Planting beds TYPE: Mini-Pine Bark Nuggets	5,306 sf

NOTE: REFER TO SHEET L1-11 FOR HARDSCAPE PLAN



ANTONIAZZI ARCHITECTURE INC.  
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3322 BOUTWELL

3322 Boutwell Rd.  
Lake Worth Beach Florida,  
33461

CONCEPT		
ISSUE #	DESCRIPTION	DATE
1	COMMENTS	09/30/2020



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L6-10

DRAWING NAME: LANDSCAPE SCHEDULES  
SCALE: DATE: 09/30/2020  
PROJECT NUMBER: 1913



# 3322 BOUTWELL

## 3322 BOUTWELL RD. LAKE WORTH, FL 33461

### PAVING AND DRAINAGE PLANS

SECTION 20 T44S-R43E

BY	APP.	GR	FI	GR	FI	GR	FI
DESCRIPTION							
No.	LAKE WORTH BEACH COMMENTS 09/02/20						
	LAKE WORTH BEACH COMMENTS 11/24/20						
	LAKE WORTH BEACH COMMENTS 04/09/21						

#### GENERAL NOTES:

1. ELEVATIONS SHOWN ON THE DRAWINGS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
2. THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE AND FAMILIARIZING HIMSELF WITH THE EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION.
3. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE, SIZE, AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO STARTING CONSTRUCTION.
4. THE CONTRACTOR SHALL RESTORE ALL EXISTING PAVEMENT, UTILITIES, (ABOVE AND BELOW GROUND), AND SURFACE FEATURES DISTURBED DURING CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN THE EXISTING IN ACCORDANCE WITH THE CITY OF LAKE WORTH PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS.
5. ALL WORK, MATERIALS AND RESTORATION SHALL CONFORM TO THE CITY OF LAKE WORTH PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS.
6. IT IS THE INTENT OF THESE PLANS TO COMPLY WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. DISCREPANCIES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
7. IT IS THE OWNER'S AND/OR CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY CONSTRUCTION AND MAINTENANCE EASEMENTS THAT MAY BE REQUIRED FOR THIS PROJECT.
8. DIMENSIONS AS SHOWN ON THE PLANS ARE APPROXIMATE. FOR EXACT DIMENSIONS, SEE FINAL PLAT OR SITE PLAN AS PREPARED BY A REGISTERED LAND SURVEYOR. FIELD LAY-OUT OF THE WORK SHALL BE AS PER THE FINAL PLAT OR SITE PLAN AND SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR.
9. FRENCH DRAIN TO BE CONSTRUCTED WITH HDPE 18-INCH DIA. PERFORATED PIPE UNLESS OTHERWISE NOTED.
10. THE ENGINEER IS NOT RESPONSIBLE FOR COORDINATING THE WORK OF OTHER UTILITIES, SUB-CONSULTANTS OR TRADES. IT IS THE OWNER'S RESPONSIBILITY TO PROVIDE COORDINATION FOR, BUT NOT LIMITED TO, THE LOCATION OF WATER, SEWER, AND DRAINAGE UTILITIES, AS WELL AS THE SERVICES, WITH THE LOCATION OF DRIVEWAYS, RAMPS, LANDSCAPING, OTHER INFRASTRUCTURE IMPROVEMENTS AND OTHER SURFACE FEATURES.
11. CONTRACTORS TO SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO ORDERING STRUCTURES AND OTHER MATERIALS.
14. FEMA ELEVATION: ZONE "AE" 1' NAVD.
15. MIN. F.F. ELEVATION: SEE PLAN N.A.V.D.
16. CONTRACTOR TO BUILD-UP ASPHALT AROUND MANHOLES, VALVES, INLETS, AND ALL OTHER APPURTENANCES. AFTER FIRST LIFT PER FDOT STD INDEX 600
17. EXISTING TOPOGRAPHIC AND TREE LOCATION INFORMATION HAS BEEN OBTAINED FROM THE SKETCH OF TOPOGRAPHIC SURVEY PERFORMED BY MILLER LAND SURVEYING Date: 02/10/2020

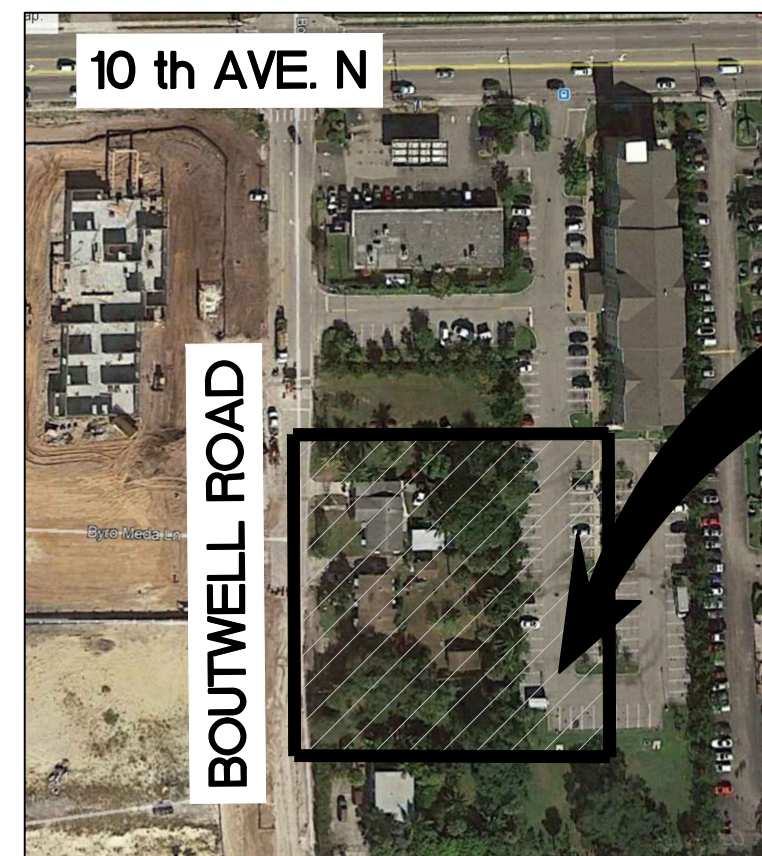
#### UNDERGROUND CONTRACTORS:

- A. UNDERGROUND CONTRACTOR SHALL COMPLY WITH THE TRENCH SAFETY ACT, HB 3183, FLORIDA STATUTES, WHICH INCORPORATES, BUT IS NOT LIMITED TO, THE FOLLOWING:
  1. OSHA STANDARD 29 C.F.R. PART 1926, SUBPART P, EXCAVATION AND TRENCHES.
  2. CONTRACT BIDS FOR TRENCH EXCAVATIONS (IN EXCESS OF 5 FEET DEEP) SHALL INCLUDE REFERENCE TO THE SAFETY STANDARDS, WRITTEN ASSURANCE OF COMPLIANCE, AND A SEPARATE ITEM IDENTIFYING THE COST OF COMPLIANCE.
  3. ADHERE TO ANY SPECIAL SHORING REQUIREMENTS OF THE STATE OR OTHER POLITICAL SUBDIVISION.
- B. ENGINEER IS NOT RESPONSIBLE FOR THE SAFETY OF THE EXCAVATION OR DESIGN AND CONSTRUCTION OF ANY SHORING.

#### ENGINEER CERTIFICATION NOTE:

THIS PLAN WAS PREPARED UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLIES WITH THE INTENT OF THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS", AS ADOPTED BY THE STATE OF FLORIDA LEGISLATURE, CHAPTER 72-328.FS.

This item has been digitally signed and sealed by Alexander Rojas, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



PROPERTY  
SUBJECT

LOCATION MAP

N.T.S.

#### DEMOLITION NOTES:

1. CONTRACTOR TO INSPECT PROJECT AREA TO ASCERTAIN THE EXTENT OF DEMOLITION, REMOVAL AND SALVAGE WORK.
2. CERTAIN AREAS ADJACENT TO DEMOLITION WORK AREAS WILL BE OCCUPIED AND THEIR ACTIVITIES CANNOT BE INTERRUPTED OR DISTURBED DURING NORMAL WORKING HOURS. CONSULT WITH OWNER'S REPRESENTATIVE AND SCHEDULE WORK ACCORDINGLY.
3. COORDINATE WITH APPLICABLE UTILITY COMPANIES AND OWNER'S REPRESENTATIVE FOR UTILITY LINE REMOVAL, RELOCATION, CAPPING AND UTILITY SHUTDOWNS NECESSITATED BY DEMOLITION WORK.
4. COMPLY WITH ALL PUBLIC AGENCIES RULES AND REGULATIONS HAVING JURISDICTION IN THE PROJECT REGARDING DEMOLITION, REMOVALS, RELOCATION, CAPPING, SHUTDOWNS, TRAFFIC MAINTENANCE AND BACKFILLING OF BURIED AND ABOVE GROUND UTILITIES, TANKS, AND STRUCTURES OF ANY KIND, INCLUDING TREES AND FENCES. OBTAIN ALL NECESSARY PERMITS AND PROCEDURE APPROVALS BEFORE PROCEEDING WITH THE WORK.
5. EXISTING SIDEWALKS, CURBS, PAVING, FENCES, LIGHTING POLES, OR OTHER EXISTING WORK NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY REMOVED, DAMAGED, EXPOSED OR IN ANY WAY ALTERED OR DISTURBED SHALL BE REPAIRED, PATCHED OR REPLACED AT NO ADDITIONAL COST TO OWNER.
6. ENVIRONMENTAL CONTROLS:
  - A. CONTROL AMOUNT OF DUST RESULTING FROM CONSTRUCTION TO PREVENT SPREAD OF DUST TO OCCUPIED PORTIONS OF BUILDINGS AND TO AVOID CREATION OF A NUISANCE IN SURROUNDING AREAS. USE OF WATER TO CONTROL DUST WILL NOT BE PERMITTED WHEN IT WILL RESULT IN, OR CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING.
  - B. USE OF EXPLOSIVES WILL NOT BE PERMITTED.
  - C. DISPOSITION OF DEMOLISHED MATERIALS BY BURNING WILL NOT BE PERMITTED.
2. CONDUCT DEMOLITION OPERATIONS IN A MANNER THAT TRAFFIC MAY BE MAINTAINED ALONG EXISTING STREETS, WALKS AND PARKING FACILITIES.
3. TITLE TO MATERIALS AND EQUIPMENT TO BE REMOVED, EXCEPT SALVAGE EQUIPMENT TO BE RETAINED BY OWNER, IS VESTED IN THE CONTRACTOR UPON RECEIPT OF NOTICE TO PROCEED. OWNER WILL NOT BE RESPONSIBLE FOR THE CONDITION, LOSS OF, OR DAMAGE TO SUCH MATERIALS UPON RECEIPT BY THE CONTRACTOR OF THE NOTICE TO PROCEED.
4. REMOVE EXCESS MATERIALS AND EQUIPMENT, NOT SPECIFIED TO BE SALVAGED, FROM THE SITE AND PREMISES UPON COMPLETION OF REMOVAL OPERATIONS.
5. FILL HOLES AND OTHER HAZARDOUS OPENINGS CREATED BY DEMOLITION OR REMOVAL WORK.
6. REMOVE MATERIALS AND RELATED DEBRIS FROM THE SITE IN A REGULAR BASIS. ACCUMULATION OF DEBRIS ON THE SITE WILL NOT BE PERMITTED. AT TERMINATION OF WORK LEAVE AREA READY FOR CONSTRUCTION OF THE PROJECT.
7. BEFORE PROCEEDING WITH REMOVAL WORK CHECK WITH OWNER'S REPRESENTATIVE IF ANY ITEMS INDICATED TO BE REMOVED IS TO BE SALVAGED. CAREFULLY REMOVE THESE ITEMS AND TRANSFER TO STORAGE AREAS AS DIRECTED BY OWNER'S REPRESENTATIVE.

#### SITE NOTES:

1. ALL WORK IN THE RIGHT-OF WAY SHALL COMPLY WITH THE CITY OF LAKE WORTH DEPARTMENT OF PUBLIC WORKS STANDARDS AND SPECIFICATIONS
2. CONTRACTOR SHALL UNDERSTAND THAT THE WORK TO BE PERFORMED IS INCLUSIVE WHETHER STATED IN THE PLANS OR NOT. WORK INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
  - A. DEMOLITION AND REMOVALS.
  - B. CLEARING AND GRUBBING.
  - C. DEWATERING (INCLUDING ALL PERMITTING).
  - D. EROSION CONTROL BARRIERS.
  - E. TEMPORARY FENCING.
  - F. EARTHWORK (INCLUDING ALL NECESSARY DENSITY TESTS).
  - G. DRAINAGE.
  - H. MAINTENANCE OF TRAFFIC.
  - I. OTHER WORK AS DIRECTED BY OWNER'S REPRESENTATIVE OR ENGINEER OF RECORD.
3. THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION CONTROLS PRIOR TO OR DURING CONSTRUCTION TO PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS FOR OFF-SITE DISCHARGES. THESE BARRIERS SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED.
4. FILL SOILS WHICH ARE PLACED TO RAISE SITE GRADES SHALL CONSIST OF INORGANIC SAND WITH LESS THAN 10% PASSING THE NUMBER 200 SIEVE OR CRUSHED LIMESTONE. FILL SOILS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DRY DENSITY. FIELD DENSITY TEST SHALL BE TAKEN ON EACH LIFT OF FILL. ON TEST PER 2,500 SQUARE FEET. FILL SOILS SHALL BE PLACED ON A PROOF ROLLED SUBGRADE. THIS WORK SHALL BE AS DIRECTED BY THE PROJECT GEOTECHNICAL / SOILS ENGINEER.
5. FILL FOR LANDSCAPING, COMMON AREAS OR OTHER AREAS THAT DO NOT REQUIRE STRUCTURAL FILL SHALL MEET THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 162.
6. SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED, INSPECTED AND APPROVED PRIOR TO ROAD CONSTRUCTION.

#### DRAWINGS INDEX

SHEET No.	SHEET DESCRIPTION
C-001	COVER SHEET
C-101	PAVING, GRADING & DRAINAGE PLAN
C-102	EROSION AND SEDIMENT CONTROL PLAN
C-103	STRIPING AND SIGNAGE PLAN
C-301	EROSION CONTROL NOTES & DETAILS
C-302	STANDARD DETAILS
C-303	STANDARD DETAILS

#### SPECIFIC NOTE:

ADEQUATE DRAINAGE SHALL BE PROVIDED AND SURFACE RUN-OFF WATER SHALL BE DIVERTED TO STORM CONVEYANCE OR OTHER APPROVED POINT OF COLLECTION (SEE PLANS) IN ACCORDANCE WITH FLORIDA BUILDING CODE AND LAKE WORTH BEACH CODE ORDINANCES. ALL SITE DRAINAGE IS DESIGNED AND SHALL BE CONSTRUCTED IN SUCH MANNER THAT RUN-OFF RATES, VOLUME AND POLLUTANT LOADS NO EXCEEDING PREDEVELOPMENT CONDITIONS AND PREVENTING FLOODING OF ADJACENT PROPERTIES AND PUBLIC RIGHT OF WAY.

#### LEGEND.

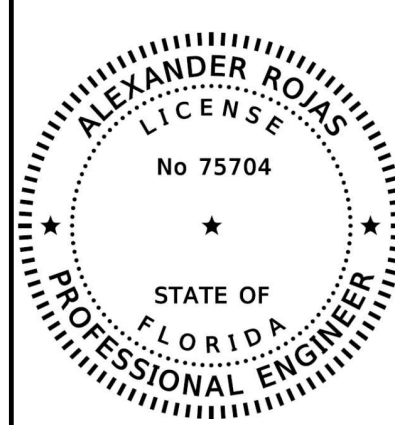
<p>+ 0.00'</p> <p>EXIST. GRADE EL.</p> <p>PROP. GRADE EL. BY OTHERS</p> <p>PROP. GRADE EL.</p> <p>PROP. TOP AND BOTTOM OF CURB GRADE EL.</p>	<p>EXIST. ASPHALT PAVEMENT.</p> <p>PROP. ASPHALT PAVEMENT.</p> <p>PROP. INLET W/ FRENCH DRAIN &amp; STORM SEWER MH.</p> <p>PAVEMENT RESTORATION</p> <p>PAVING BRICK FOR HEAVY VEHICULAR TRAFFIC</p>
--	---

#### CONTACT PERSON INFORMATION

NAME: Alexander Rojas, PE  
 TELEPHONE NUMBER: 561-891-5124  
 E-MAIL ADDRESS: ar.tyg.75704@gmail.com

3322 BOUTWELL  
 3322 BOUTWELL RD. LAKE WORTH, FL 33461  
 COVER SHEET

S E A L



ALEXANDER ROJAS, PE  
 REGISTERED ENGINEER NO. 75704  
 STATE OF FLORIDA

SCALE: AS SHOWN

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

DATE: 02/14/20

PROJECT NO:

20-001

SHEET:

C-001

1 OF 7





Consulting  
Engineering LLC  
C.A. #32294

3921 NEW VALENCIA,  
GREENACRES, FL 33467  
(561) 891-5124

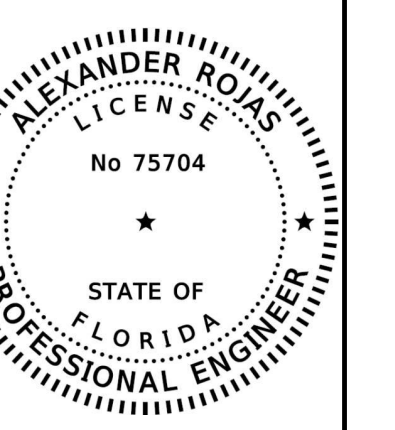
EMAIL: ar.rojas75704@gmail.com

BY	APP.	DESCRIPTION
GR	FI	LAKE WORTH BEACH COMMENTS 09/22/20
GR	FI	LAKE WORTH BEACH COMMENTS 11/24/20
GR	FI	LAKE WORTH BEACH COMMENTS 04/09/21

RECORD OF REVISION

**3322 BOUTWELL**  
3322 BOUTWELL RD. LAKE WORTH, FL 33461  
PAVING, GRADING & DRAINAGE PLAN

S E A L



ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 75704  
STATE OF FLORIDA

SCALE: 1" = 10'

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

DATE: 02/14/20

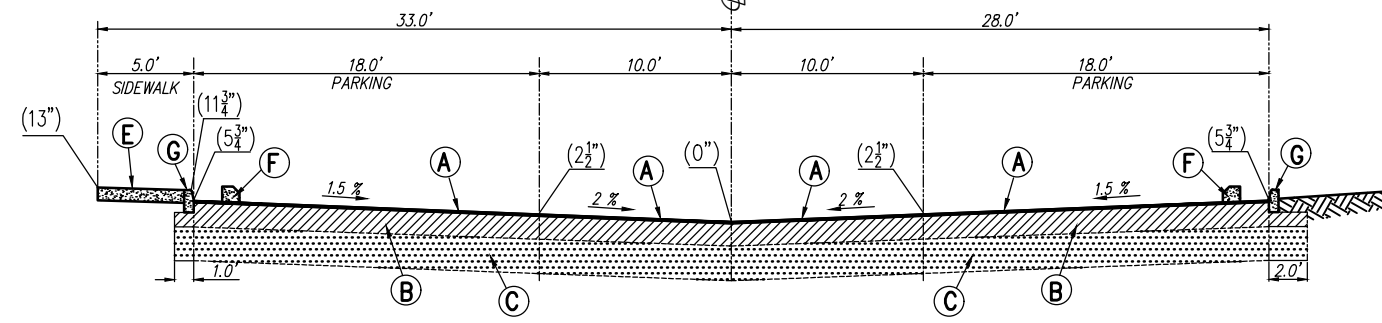
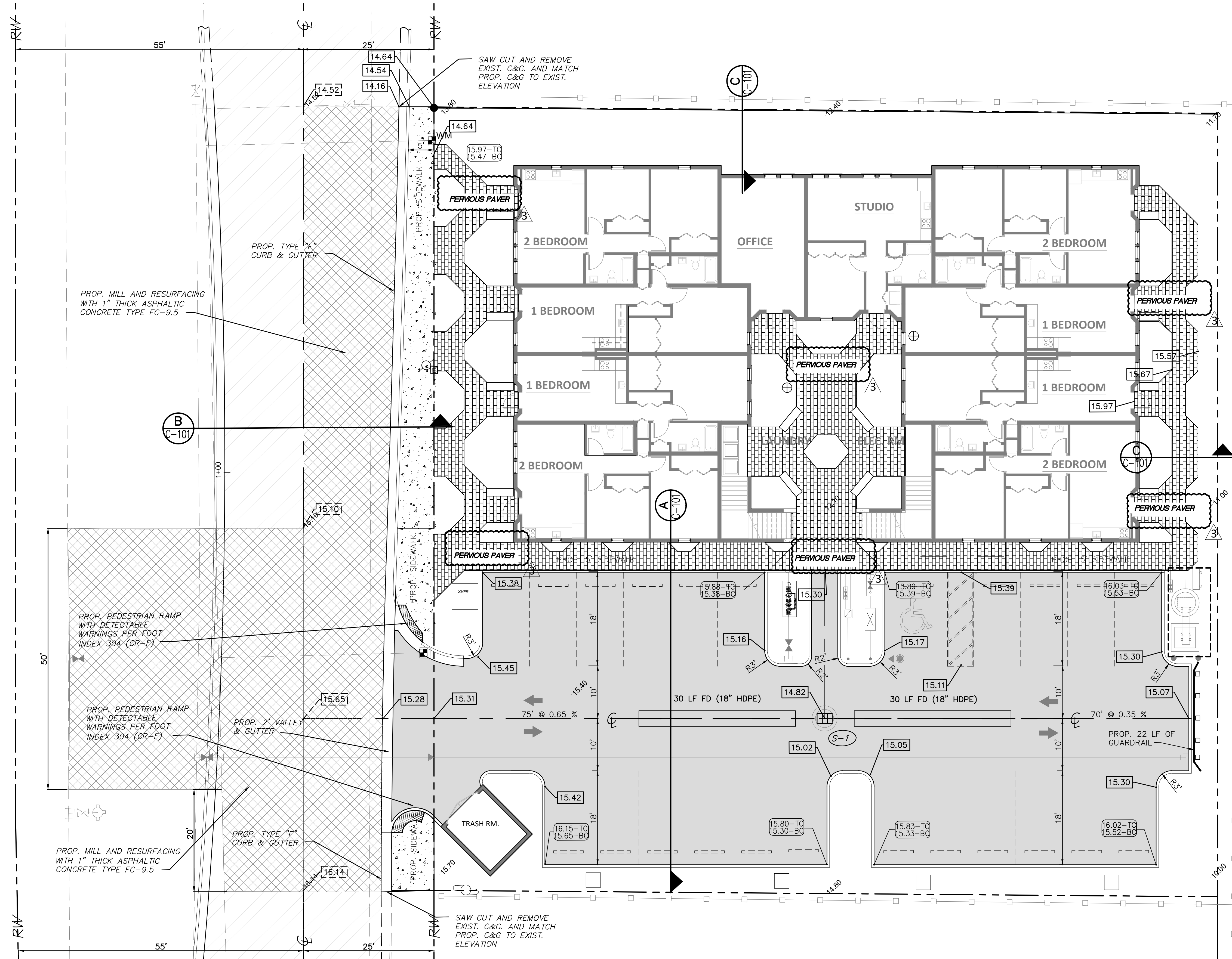
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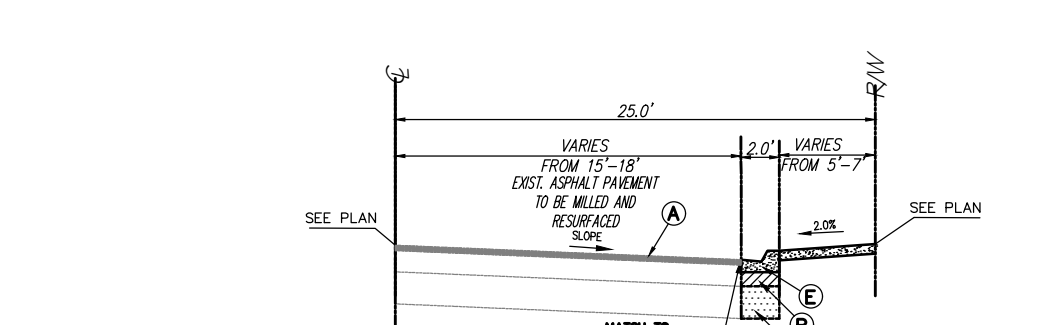
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**C-101**

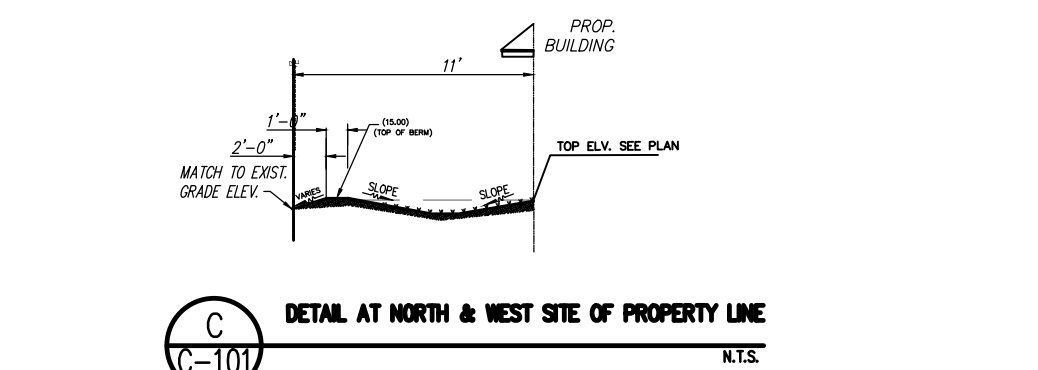
2 OF 7



- (A) ASPHALTIC CONCRETE SURFACE COURSE 1 1/2" THICK (2) 3/4" LIFT (SP-9.5)
- (B) 8" BASE COURSE (LBR 100), PRIMED ENTIRE WIDTH, COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180
- (C) 12" STABILIZED SUBGRADE (LBR 40) COMPACTED TO 95% MAX. DENSITY PER FM 5-515
- (D) SOLID SOD
- (E) PROP. CONC. SIDEWALK
- (F) CONCRETE WHEEL STOP
- (G) PROP. TYPE "D" CURB



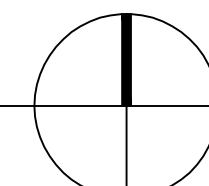
- (A) EXIST. ASPHALT PAVEMENT TO BE MILLED AND RESURFACED
- (B) 8" BASE COURSE (LBR 100), PRIMED ENTIRE WIDTH, COMPACTED TO 98% MAX. DENSITY PER AASHTO T-180
- (C) 12" STABILIZED SUBGRADE (LBR 40) COMPACTED TO 95% MAX. DENSITY PER FM 5-515
- (D) PROP. CONC. SIDEWALK
- (E) PROP. CURB & GUTTER (TYPE "F")



This item has been digitally signed and sealed by Alexander Rojas, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

STRUCTURE NUMBER	GRATE OR RM	SOLID PIPE		FRENCH DRAIN		FLOOR ELV.	GREASE BAFFLE	FRAME TYPE	FRENCH PIPE DIA. (INCH)	STRUCT. SIZE INSIDE DIM. (TYPE)	LENGTH OF FRENCH DRAIN (LF)
		ELV.	DIRECTION	ELV.	DIRECTION						
S-1	14.82			11.32	E/W	7.82		4700-6223	18"	TYPE "A" (R48")	60
TOTAL											60

**PAVING, GRADING + DRAINAGE PLAN**  
SCALE: 1" = 10'



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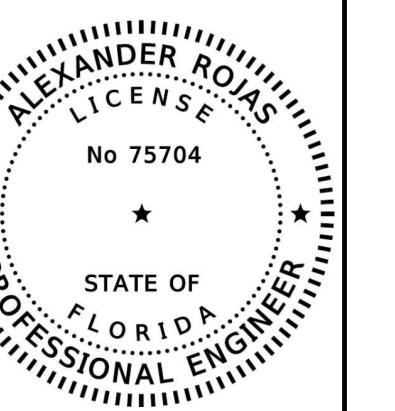


No.	DESCRIPTION	BY			
		APP.	GR.	FI.	GR.
1	LAKE WORTH BEACH COMMENTS 09/22/20				
2	LAKE WORTH BEACH COMMENTS 11/24/20				
3	LAKE WORTH BEACH COMMENTS 04/09/21				

RECORD OF REVISION

**3322 BOUTWELL**  
3322 BOUTWELL RD. LAKE WORTH, FL 33461  
EROSION AND SEDIMENT CONTROL PLAN

S E A L



ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 75704  
STATE OF FLORIDA

SCALE: 1" = 10'

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

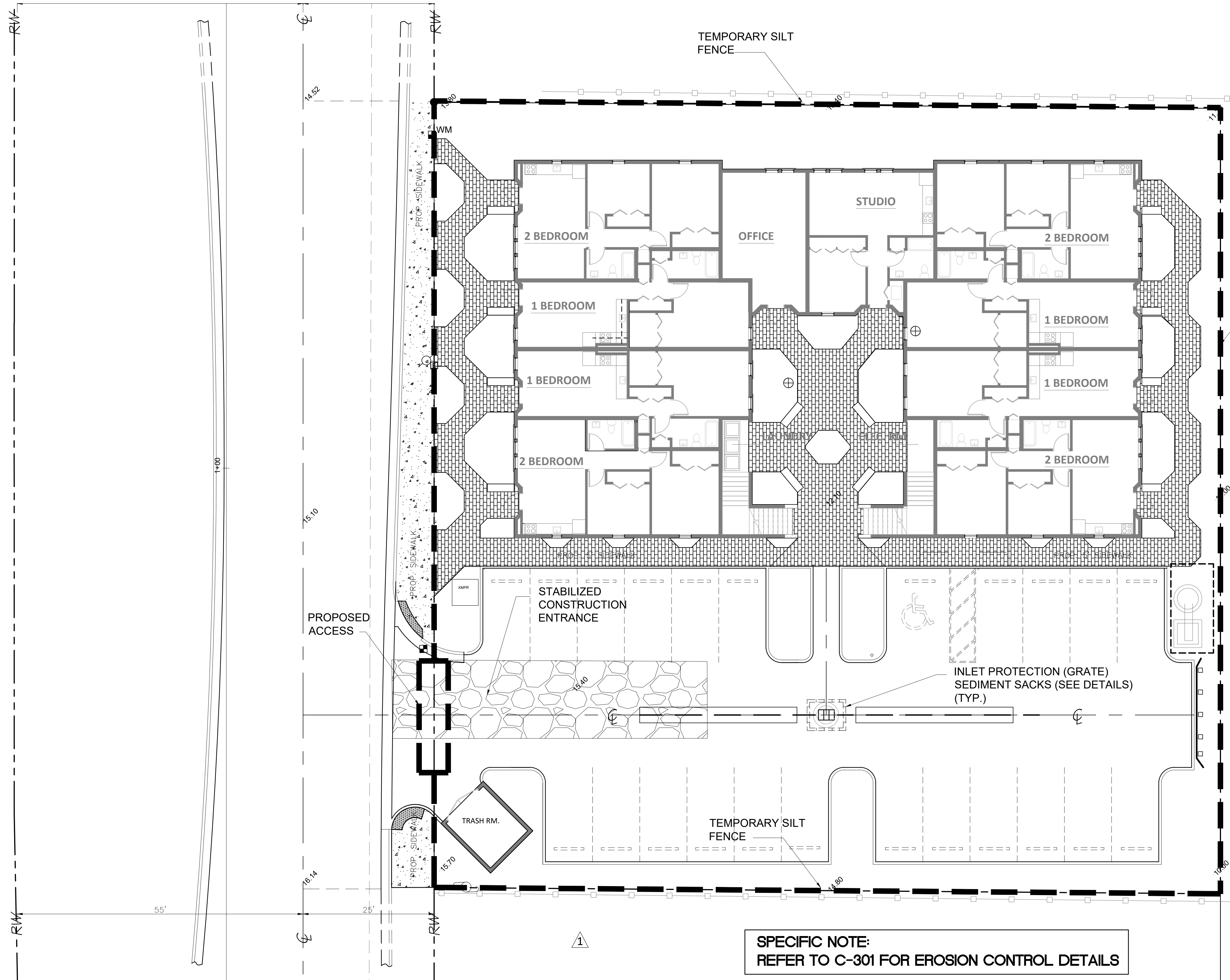
DATE: 02/14/20

PROJECT NO:

20-001

SHEET:

C-102



**SPECIFIC NOTE:**  
REFER TO C-301 FOR EROSION CONTROL DETAILS

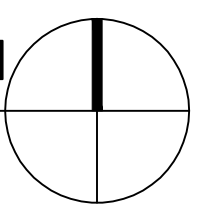
TEMPORARY SILT FENCE

**GENERAL NOTES:**

- 1.- ALL APPLICABLE EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN PLACE PRIOR TO ANY GRADING OPERATION AND/OR INSTALLATION OF PROPOSED STRUCTURES OR UTILITIES
- 2.- SYNTHETIC BALES SHALL BE TRENCHED 3" TO 4" AND ANCHORED WITH 2- 1" X 2" (OR 1" DIAM.) X 4" WOOD STAKES. STAKES OF OTHER MATERIAL OR SHAPE PROVIDING EQUIVALENT STRENGTH MAY BE USED IF APPROVED BY THE ENGINEER.
- 3.- ADJACENT BALES SHALL BE BUTTED FIRMLY TOGETHER. UNAVOIDABLE GAPS SHALL BE PLUGGED WITH HAY OR STRAW TO PREVENT SILT FROM PASSING.
- 4.- GEOHAY SYNTHETIC FIBER BALE SHALL BE ANCHORED WITH MIN. 2" X 2" WOOD STAKES OR 1.25# STEEL STAKES. SEDIMENT SACKS SHALL BE INSTALLED AT ALL NEW AND EXISTING INLETS DURING CONSTRUCTION.
- 5.- INLET(S)/OUTFALLS SHALL BE PROTECTED WITH FILTER FABRIC AND PROPERLY INSTALLED GEOHAY INLET FILTERS OR SEDIMENT SACKS WITH THE SAME INSTALLATION AS INDICATED UNDER THE BEST MANAGEMENT PRACTICES.
- 6.- FOR ADDITIONAL STRENGTH FILTER FABRIC MATERIAL CAN BE ATTACHED TO A 6" (MAX.) MESH WIRE SCREEN WHICH HAS BEEN FASTENED TO THE POSTS.
- 7.- ENTRANCE TO THE PROJECT SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT INTO PUBLIC RIGHT OF-WAY. WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE OF PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED ROCK THAT DRAINS INTO A SEDIMENT TRAP
- 8.- THE FABRIC MATERIAL AND THE WIRE MESH SHALL NOT EXTEND MORE THAN 36" (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
- 9.- SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
- 10.- AFTER CONSTRUCTION IS COMPLETE ALL STORM DRAIN SYSTEMS ASSOCIATED WITH THIS PROJECT SHALL BE INSPECTED AND CLEARED OF ACCUMULATED SEDIMENTS AND DEBRIS

**EROSION AND SEDIMENT CONTROL PLAN**

SCALE: 1" = 10'







Consulting  
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(561) 891-5124

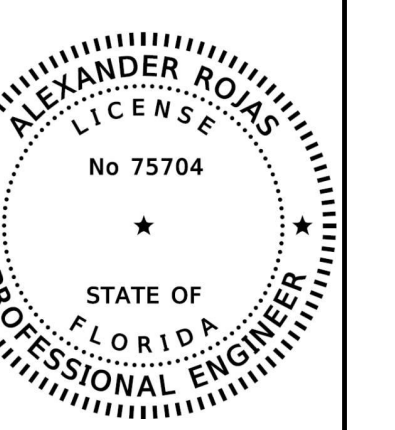
EMAIL: ar.tyg.75704@gmail.com

BY	APP.	DESCRIPTION
GR	FI	LAKE WORTH BEACH COMMENTS 09/22/20
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RECORD OF REVISION

**3322 BOUTWELL**  
3322 BOUTWELL RD. LAKE WORTH, FL 33461  
STRIPING AND SIGNAGE PLAN

S E A L



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ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 75704  
STATE OF FLORIDA

SCALE: 1" = 10'

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

DATE: 02/14/20

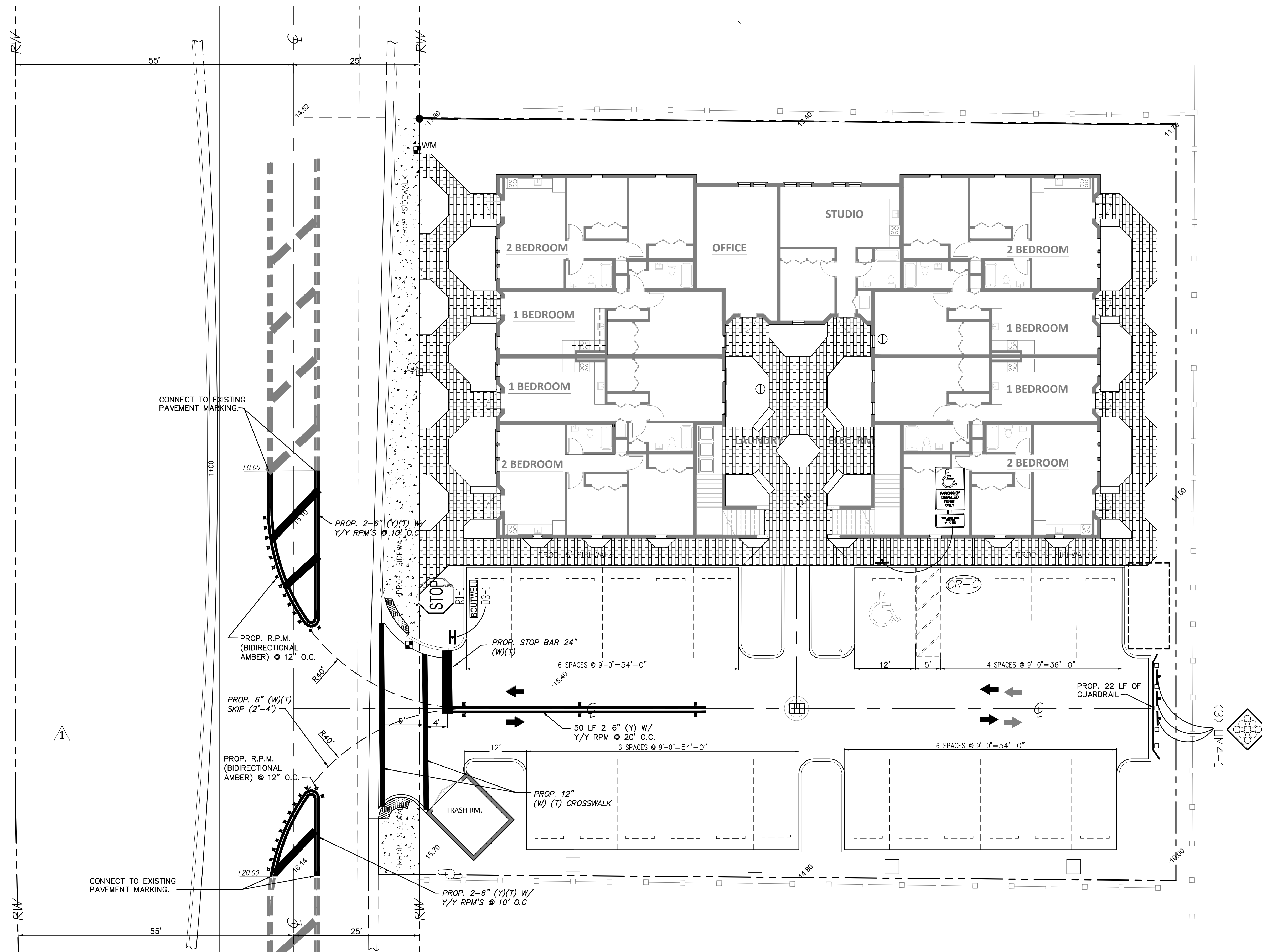
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20-001

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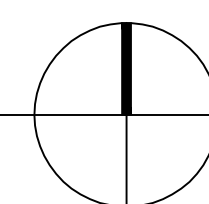
C-103

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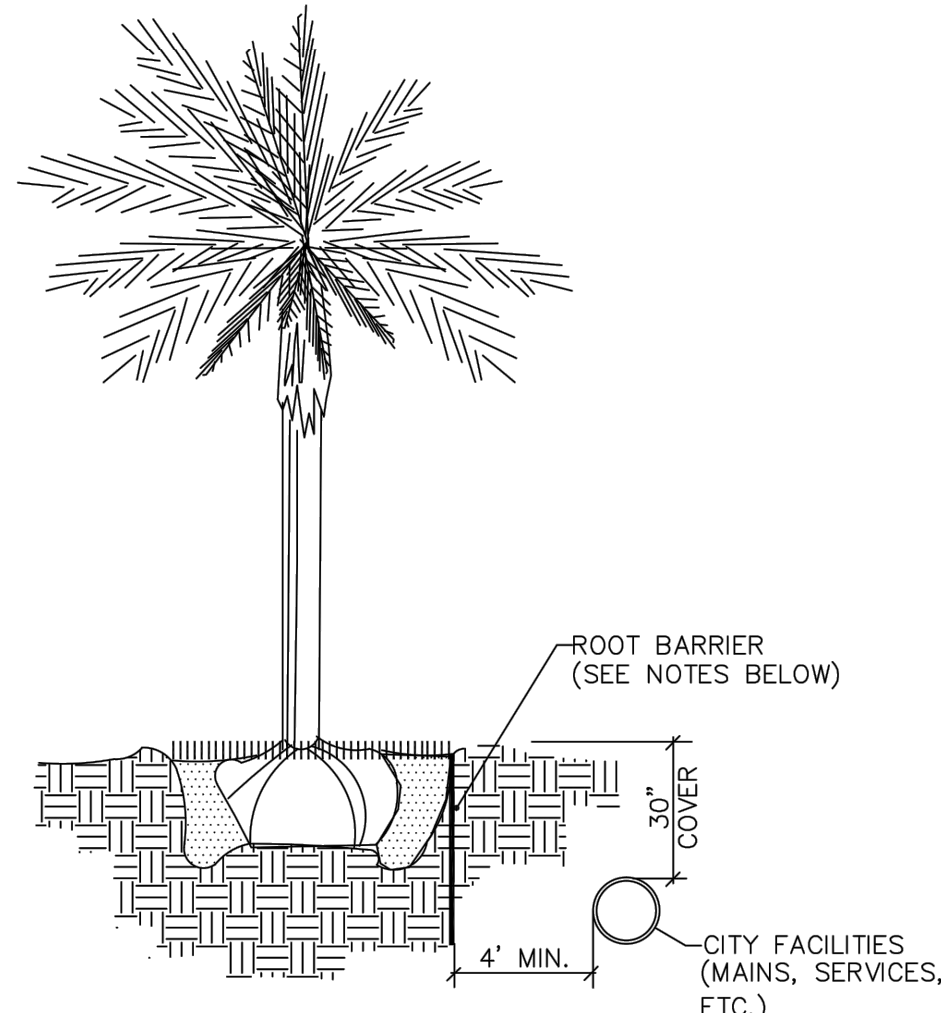
STRIPING AND SIGNAGE PLAN

SCALE: 1" = 10'



C:\Users\zra1\OneDrive\Documents\WORKING\PROJECTS\20-002\_3322 Boutwell Road\DWG-FILES\20-002\_3322 Boutwell Road-DWG-5.dwg - Drawn by: F.I.ZNA Apr 09, 2021 - 11:57am

- THE INTENT OF EROSION CONTROL MEASURES INDICATED GRAPHICALLY ON PLANS IS TO PROVIDE A BARRIER TO CONTAIN SILT AND SEDIMENT ON THE PROJECT SITE. THIS REPRESENTATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE TEST OF EROSION CONTROL EFFECTIVENESS IS NOT TO BE DETERMINED BY ADHERENCE TO THE REPRESENT SET FORTH ON THE DRAWINGS AND SPECIFICATIONS, BUT BY MEETING THE REGULATIONS SET FORTH BY THE AUTHORITY HAVING JURISDICTION OVER WATER QUALITY CONTROL AND OTHER SEDIMENTATION RESTRICTION REQUIREMENTS IN THE REGION.
- APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CLEARING GRADING, EXCAVATION, FILLING, OR OTHER LAND DISTURBANCE ACTIVITIES, EXCEPT THOSE OPERATIONS NEEDED TO INSTALL SUCH MEASURES.
- INSPECTION OF ALL EROSION CONTROL MEASURES SHALL BE CONDUCTED WEEKLY, OR AFTER EACH RAINFALL EVENT, REPAIR, AND/OR REPLACEMENT OF SUCH MEASURES SHALL BE MADE PROMPTLY, AS NEEDED.
- KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE MEANS.
- ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED IF DEEMED NECESSARY BY ONSITE INSPECTION.
- FAILURE TO PROPERLY INSTALL AND MAINTAIN EROSION CONTROL PRACTICES SHALL RESULT IN CONSTRUCTION BEING HALTED.
- DRAINAGE INLETS SHALL BE PROTECTED BY FILTER AND GRADED ROCK AS PER INLET PROTECTION DETAIL.
- ANY ACCESS ROUTES TO SITE SHALL BE BASED WITH CRUSHED STONE, WHERE PRACTICAL.
- EROSION CONTROL MEASURES ARE TO BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
- WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED.
- ALL WORK IS TO BE IN COMPLIANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF DELRAY BEACH.
- DISCHARGE FROM DEWATERING OPERATIONS SHALL BE RETAINED ONSITE IN A CONTAINMENT AREA.



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

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

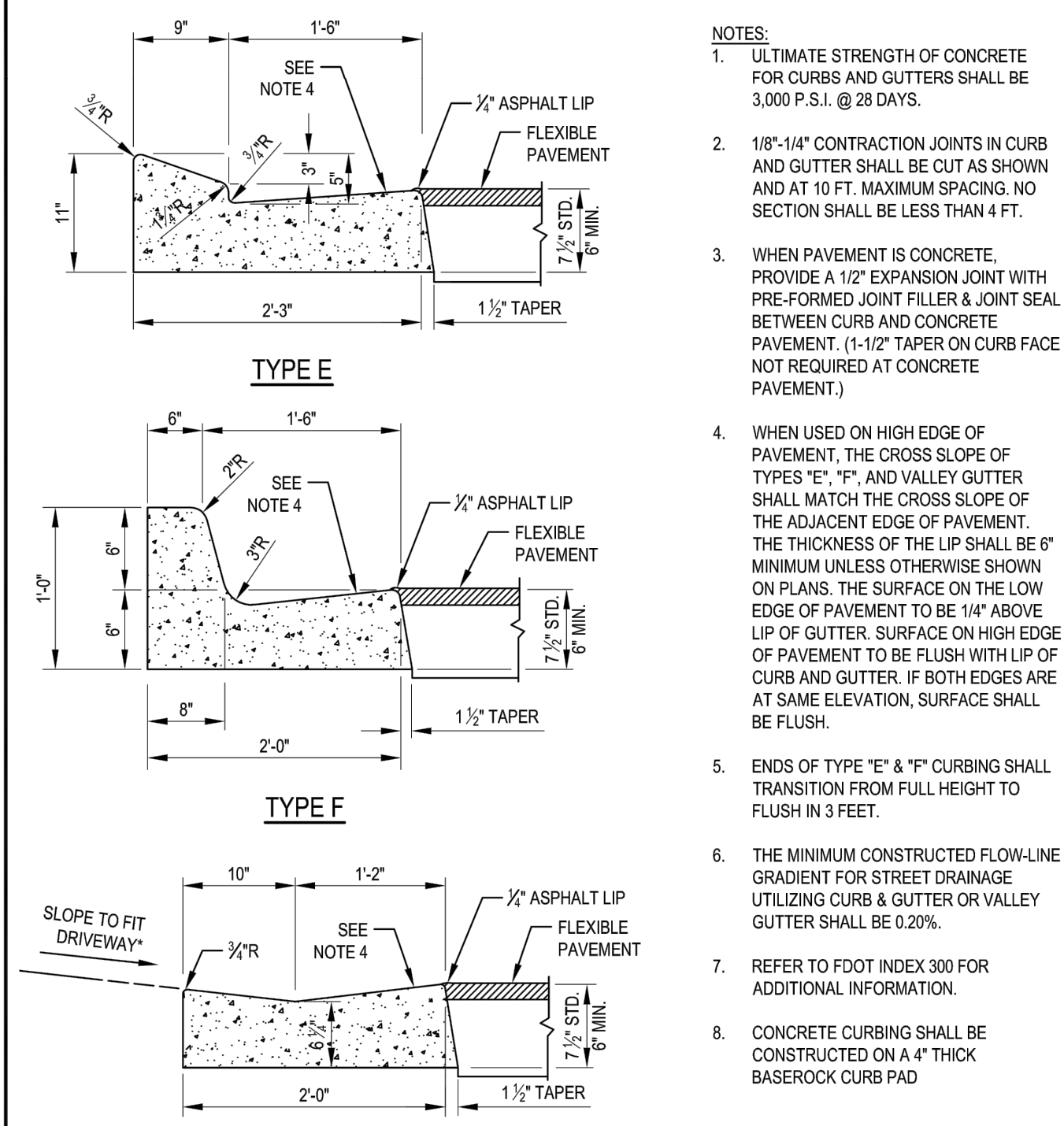
EROSION CONTROL NOTES  
DETAIL

25

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

TYPICAL TREE  
WITH ROOT BARRIER

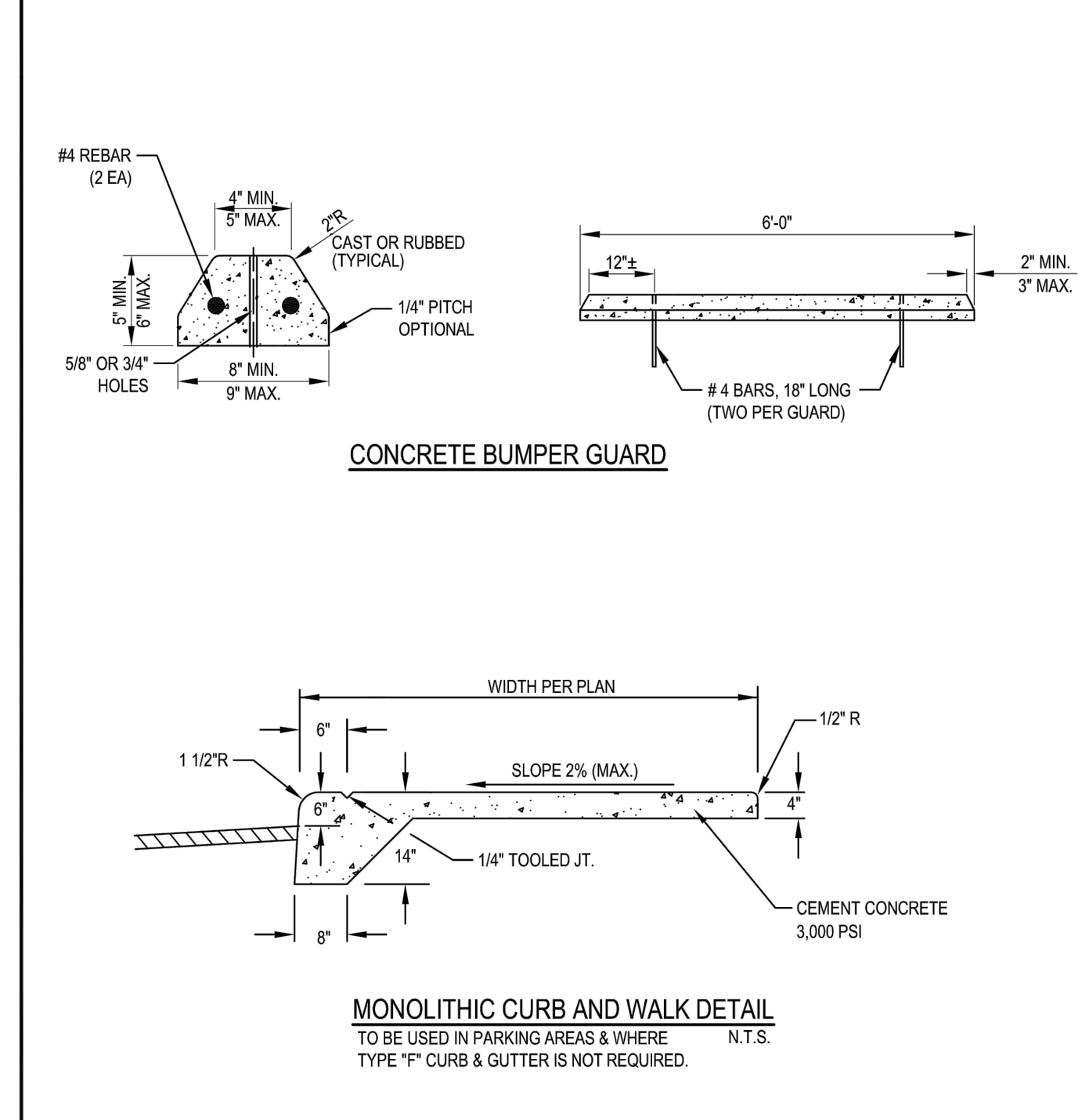
23



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CONCRETE CURB AND GUTTER

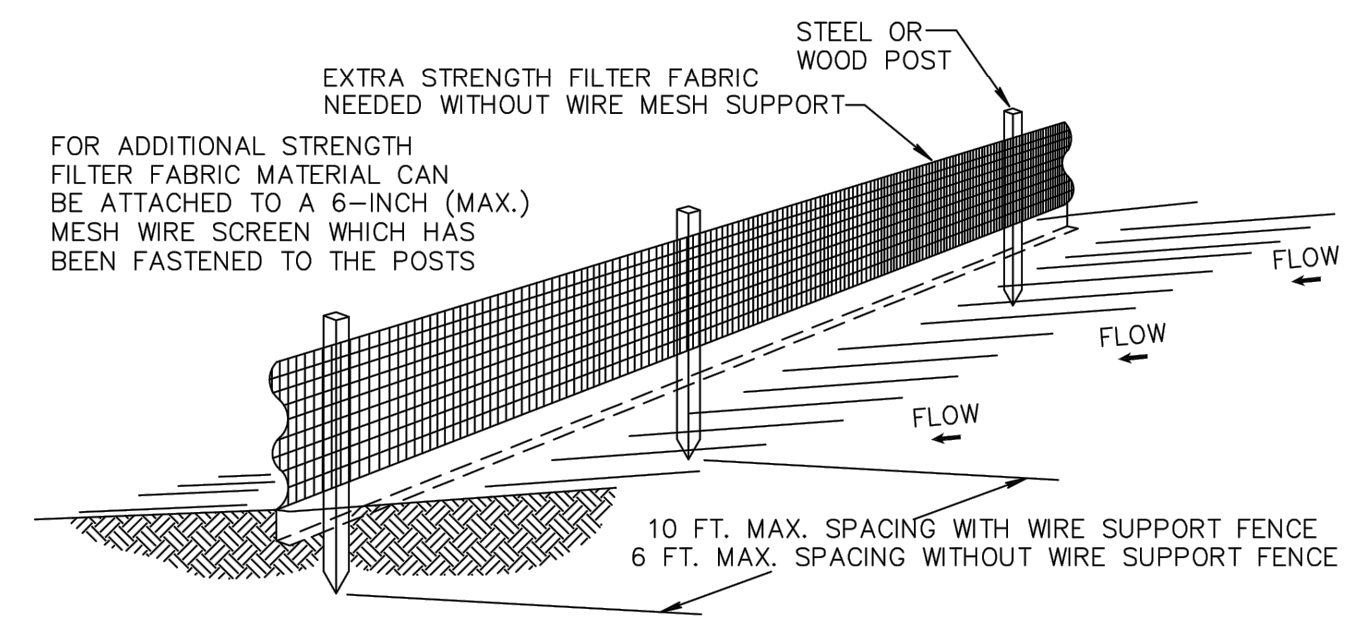
05



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

CONCRETE BUMPER GUARD AND  
MONOLITHIC CURB AND WALK

08

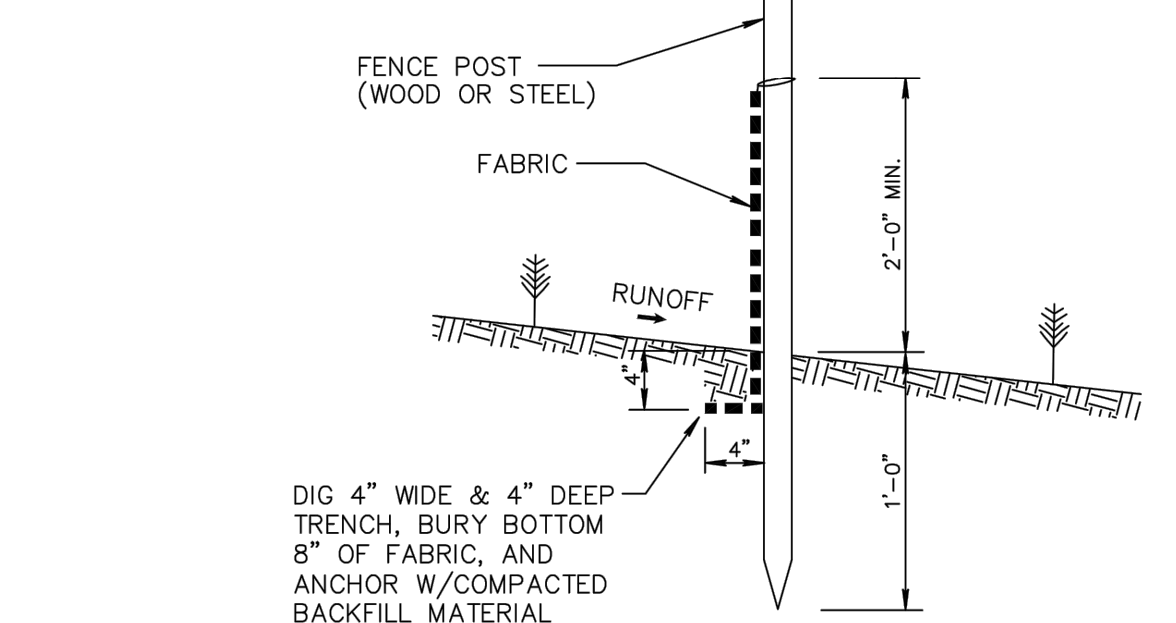


- NOTES:**
- THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
  - THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
  - POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
  - A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
  - WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
  - THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
  - THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
  - ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN (PPP).
  - ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO DDEP.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

SILT FENCE INSTALLATION DETAIL

27

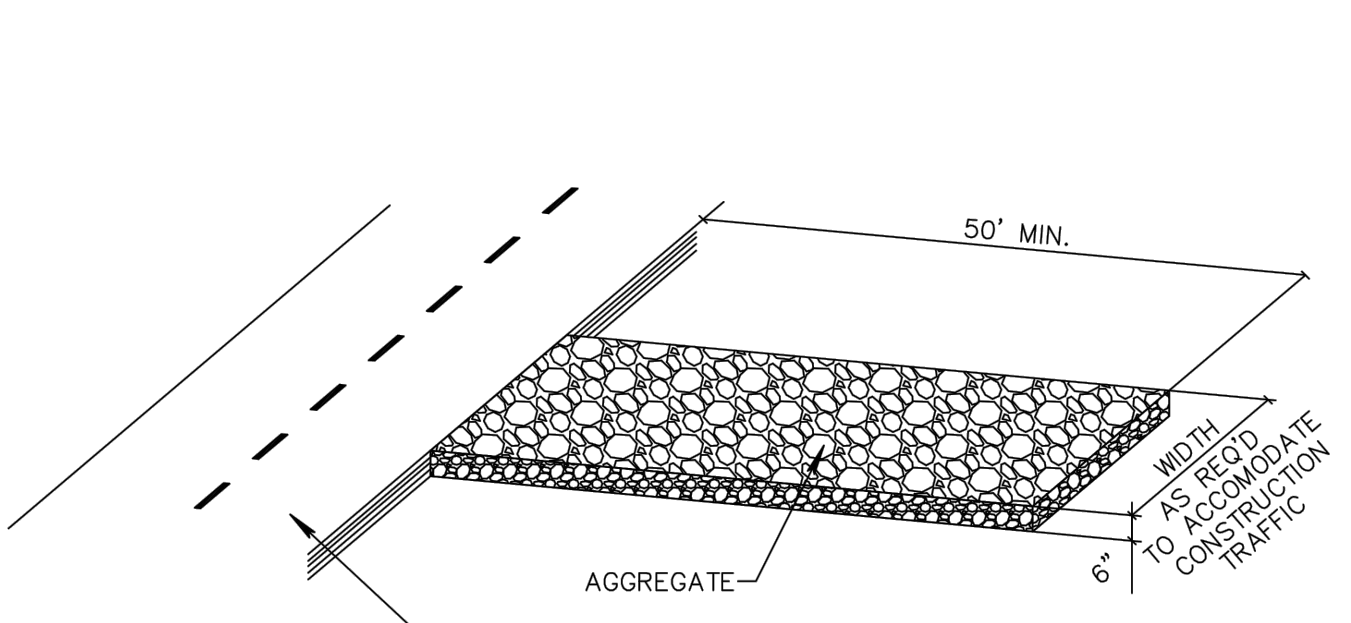


- NOTES:**
- PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE
  - ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL
  - DRIVE BOTH POSTS ABOUT 18 INCHES INTO THE GROUND AND BURY FLAP

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

SILT FENCE INSTALLATION DETAIL

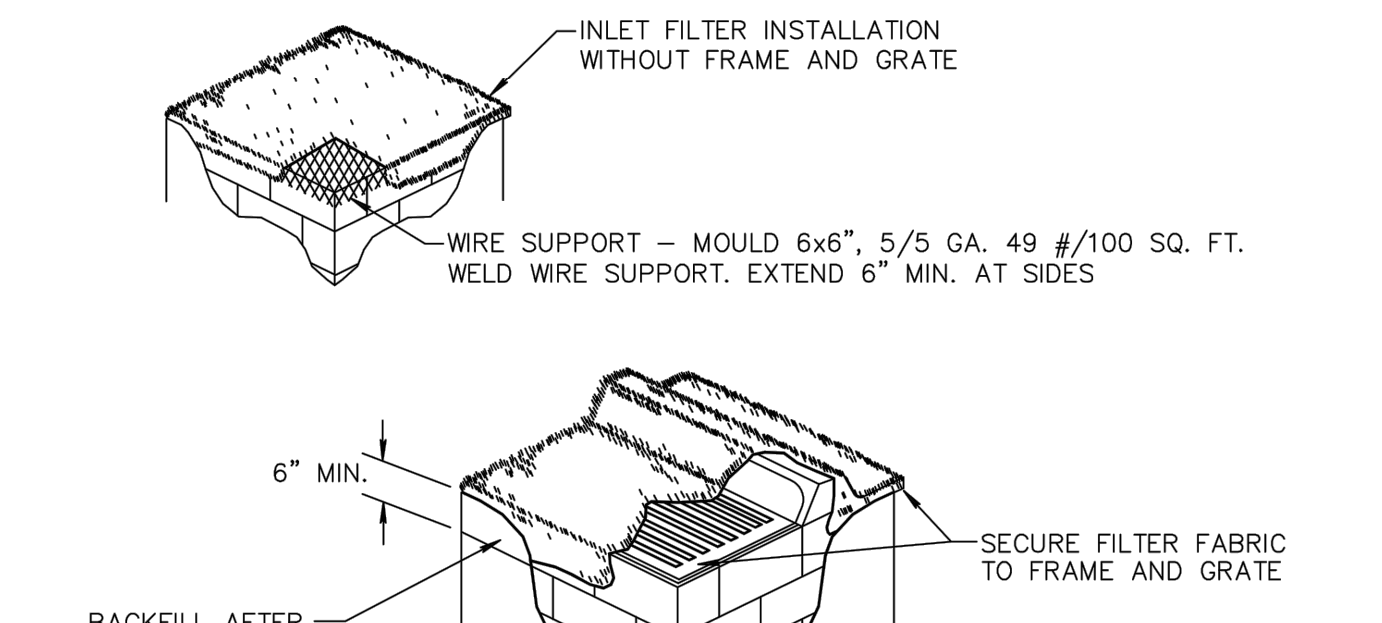
28



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STABILIZED CONSTRUCTION  
ENTRANCE DETAIL

29



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

INLET FILTER DETAIL

26

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**TG**  
Consulting  
Engineering LLC  
C.A. #32294

3921 NEW VALENCIA,  
GREENACRES, FL 33467  
(561) 891-5124

EMAIL: ar.tyg.75704@gmail.com

NO.	DESCRIPTION	BY APP.			
		GR	FI	GR	FI
1	LAKE WORTH BEACH COMMENTS 09/22/20				
2	LAKE WORTH BEACH COMMENTS 11/24/20				
3	LAKE WORTH BEACH COMMENTS 04/09/21				

RECORD OF REVISION

3322 BOUTWELL  
3322 BOUTWELL RD. LAKE WORTH, FL 33461  
EROSION CONTROL NOTES AND DETAILS

SEAL

ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 73074  
STATE OF FLORIDA

No 73074

STATE OF FLORIDA  
PROFESSIONAL ENGINEER

ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 73074  
STATE OF FLORIDA

SCALE: AS SHOWN

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

DATE: 02/14/20

PROJECT NO: 20-001

SHEET:

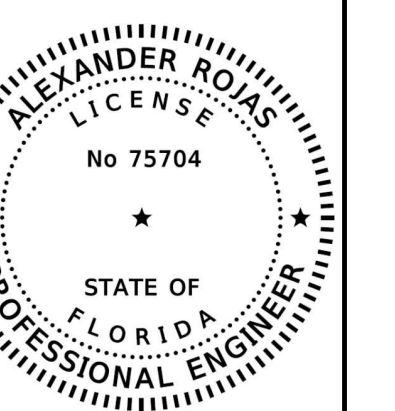


BY	APP.		DESCRIPTION	
	GR	FI	GR	FI
			LAKE WORTH BEACH COMMENTS 09/23/20	
			LAKE WORTH BEACH COMMENTS 11/24/20	
			LAKE WORTH BEACH COMMENTS 04/09/21	

RECORD OF REVISION

**3322 BOUTWELL**  
 3322 BOUTWELL RD. LAKE WORTH, FL 33461  
 STANDARD DETAILS

S E A L



ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 75704  
STATE OF FLORIDA

SCALE: AS SHOWN

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

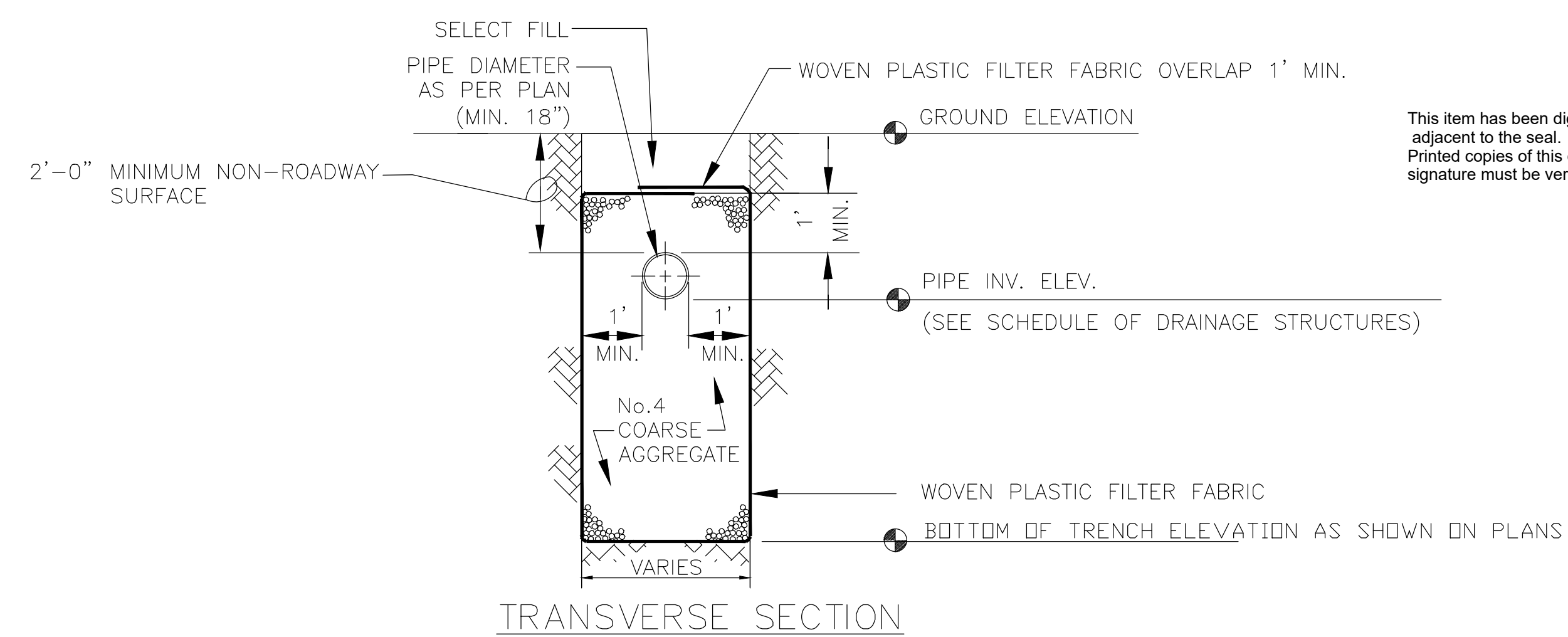
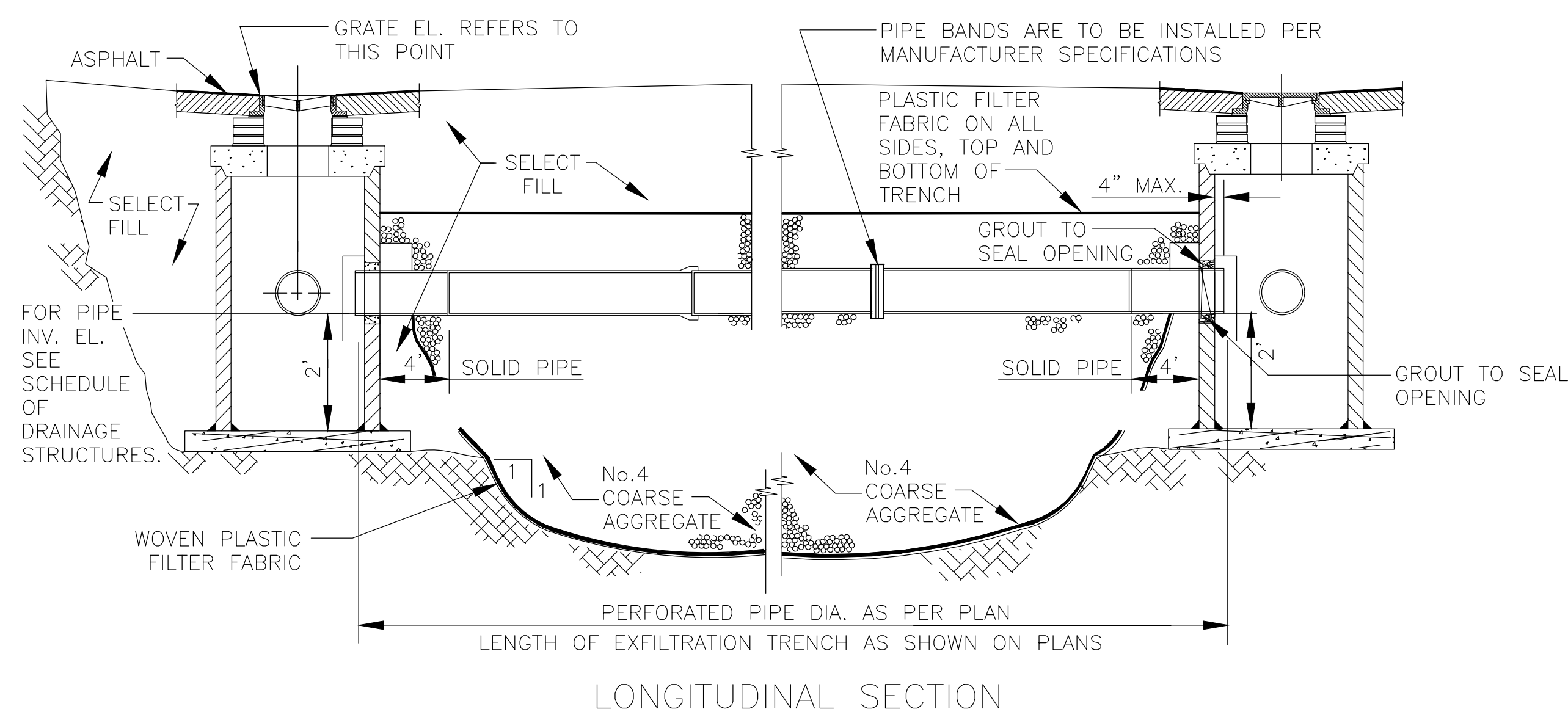
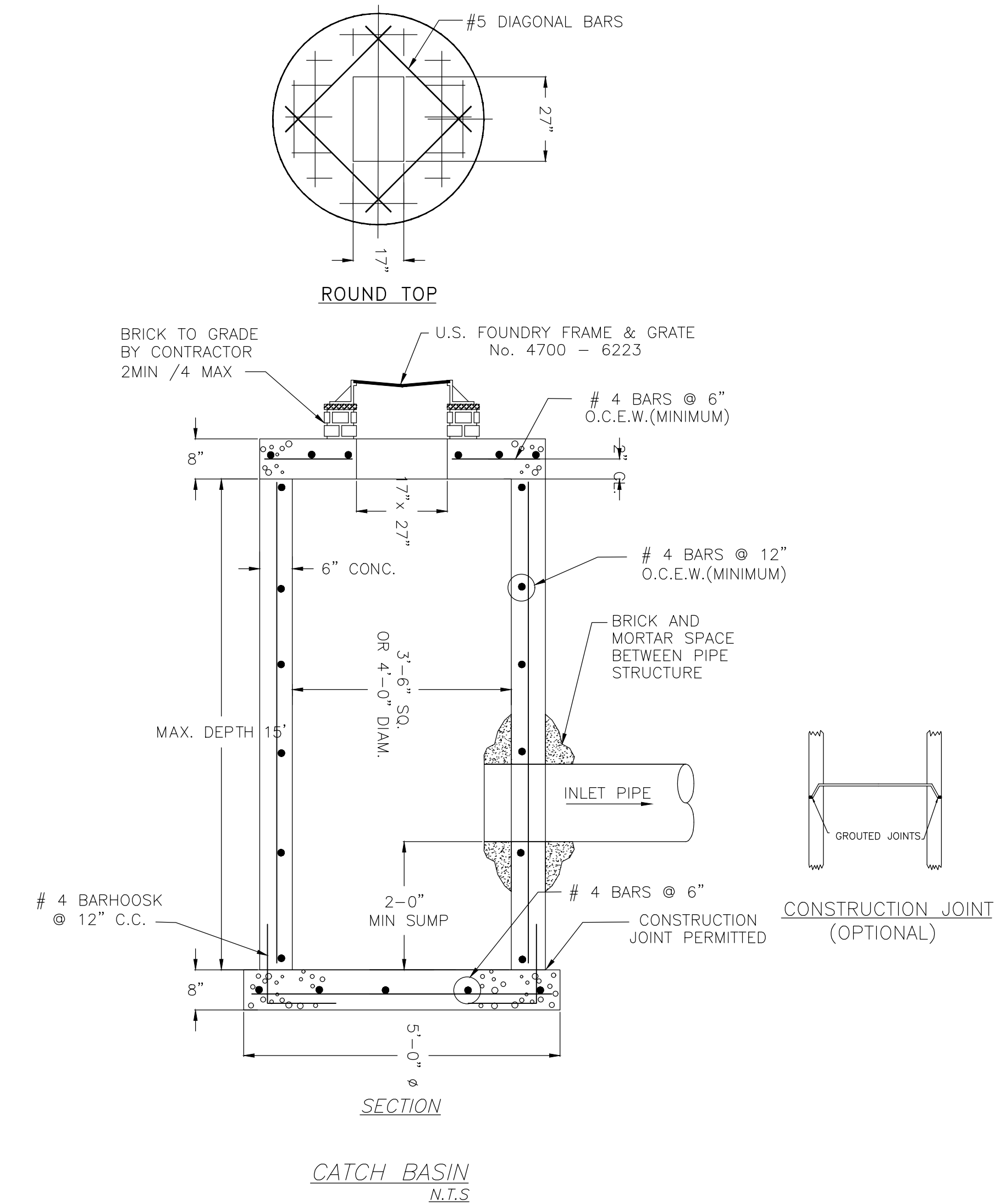
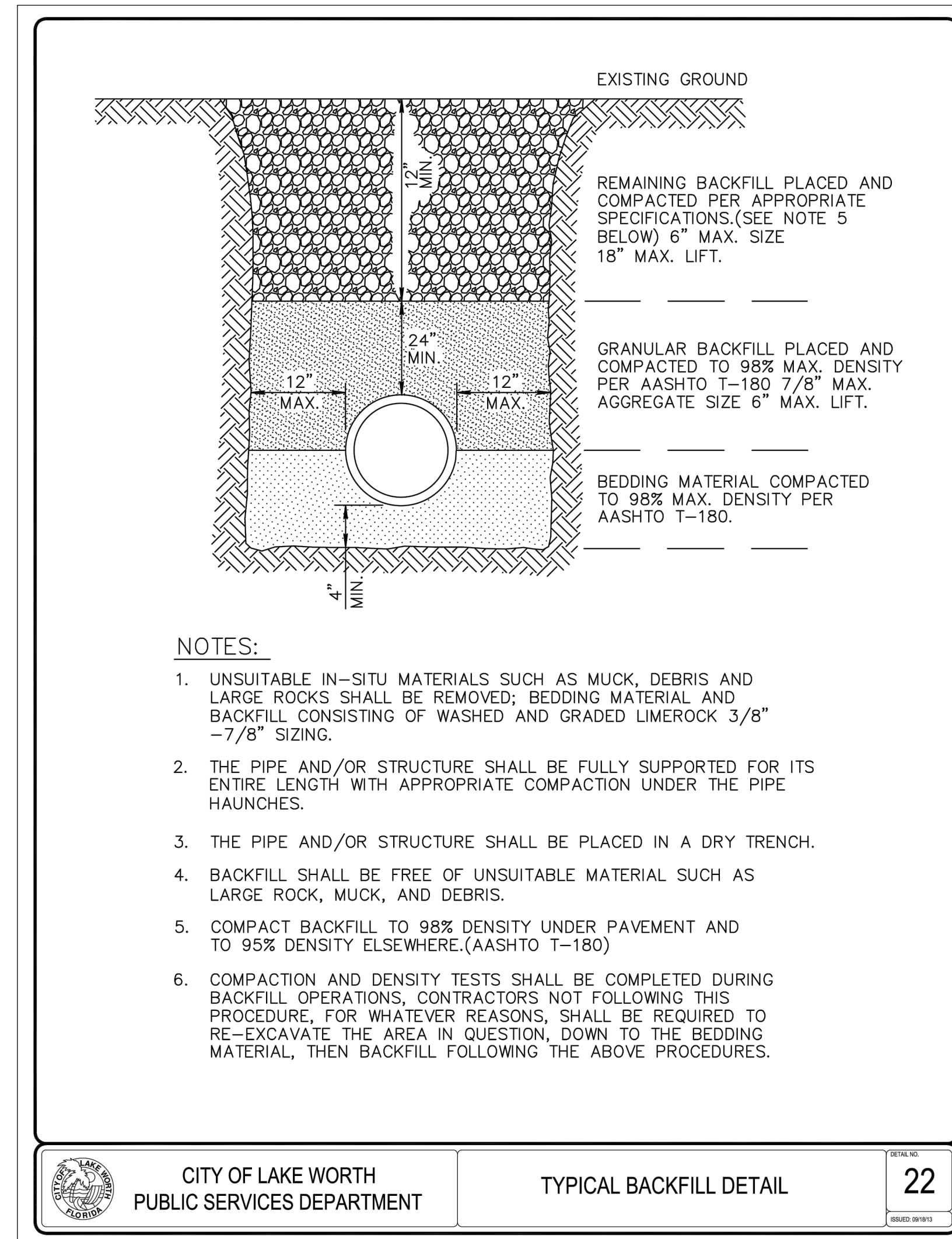
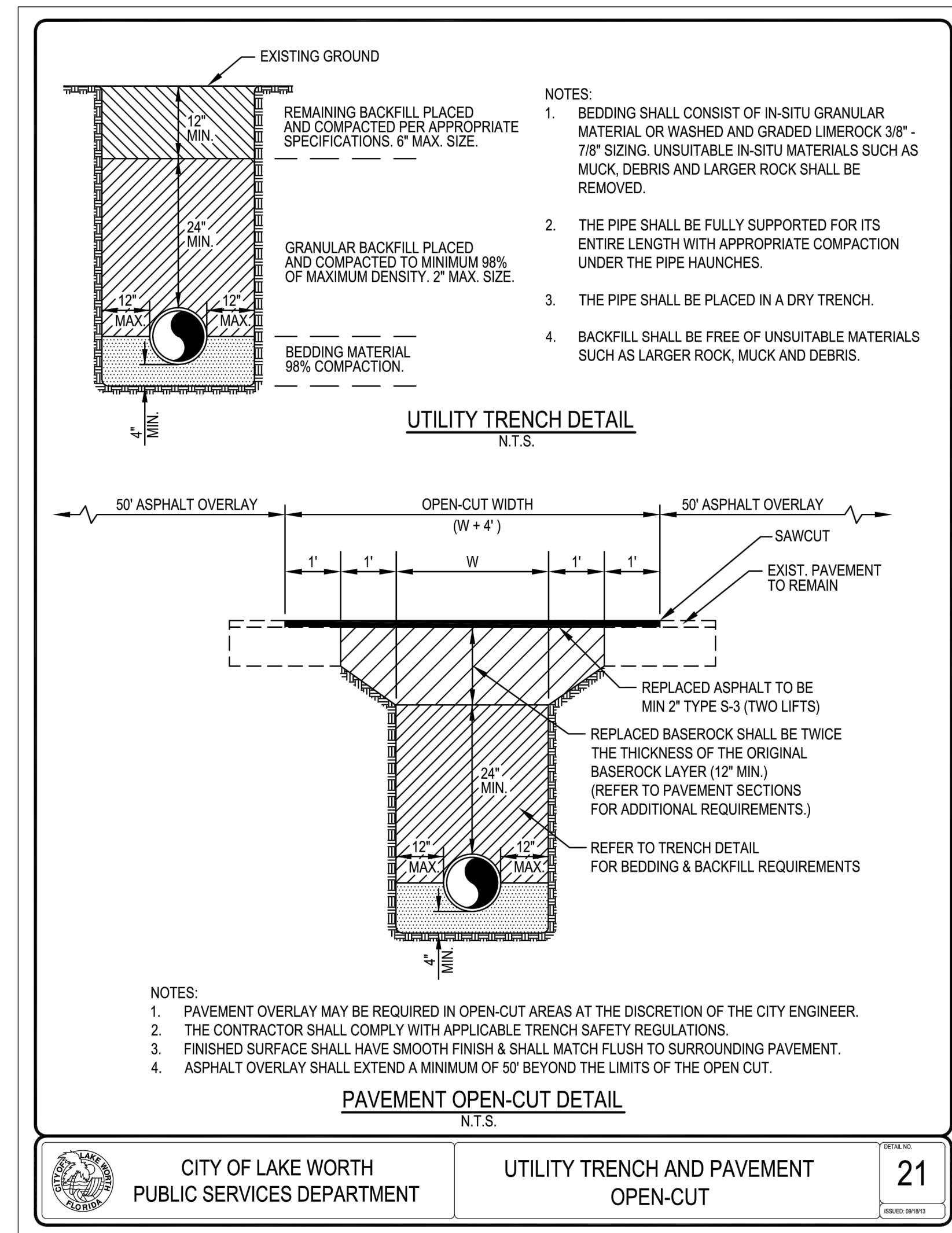
DATE: 02/14/20

PROJECT NO:

20-001

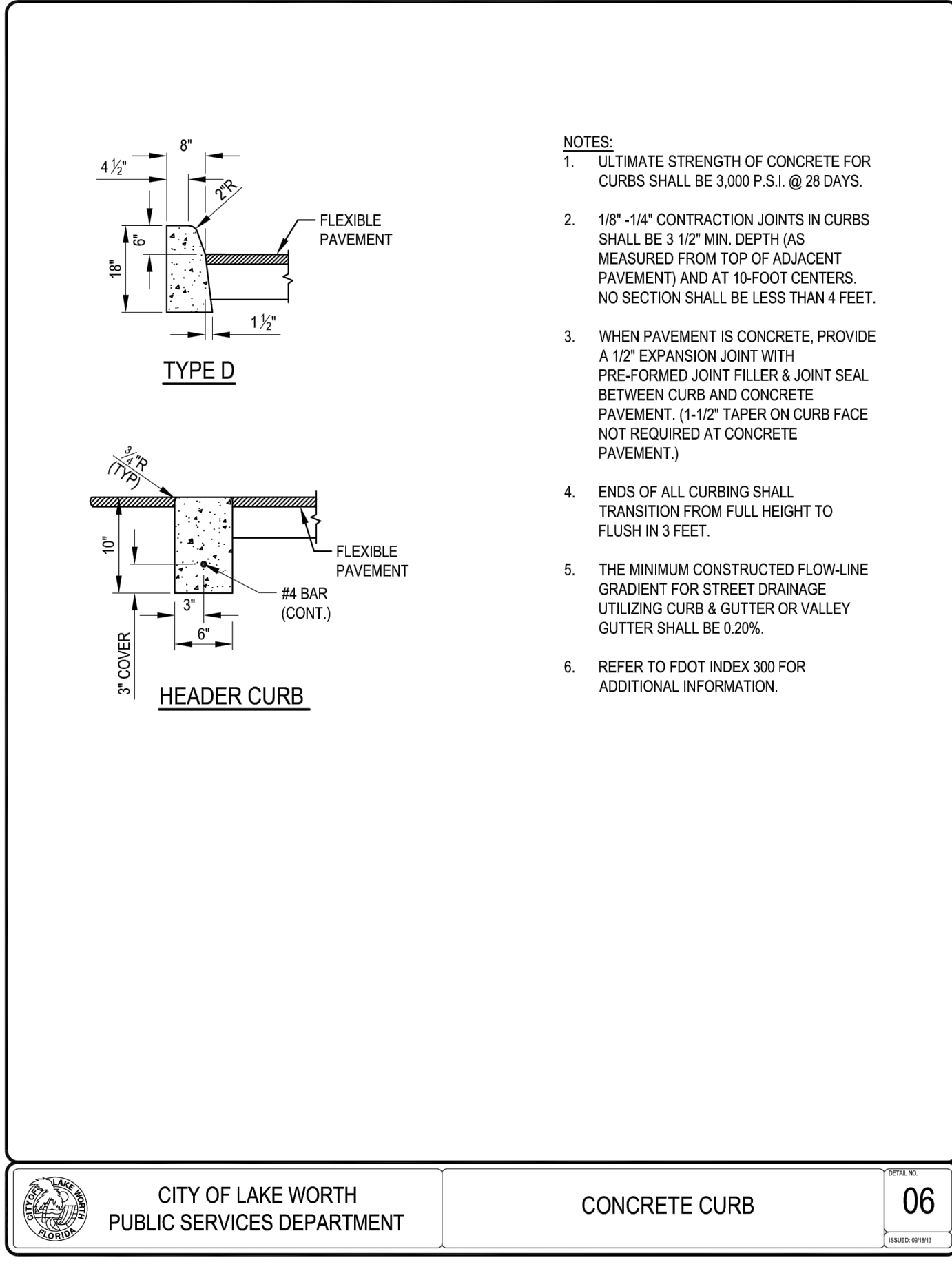
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C-302



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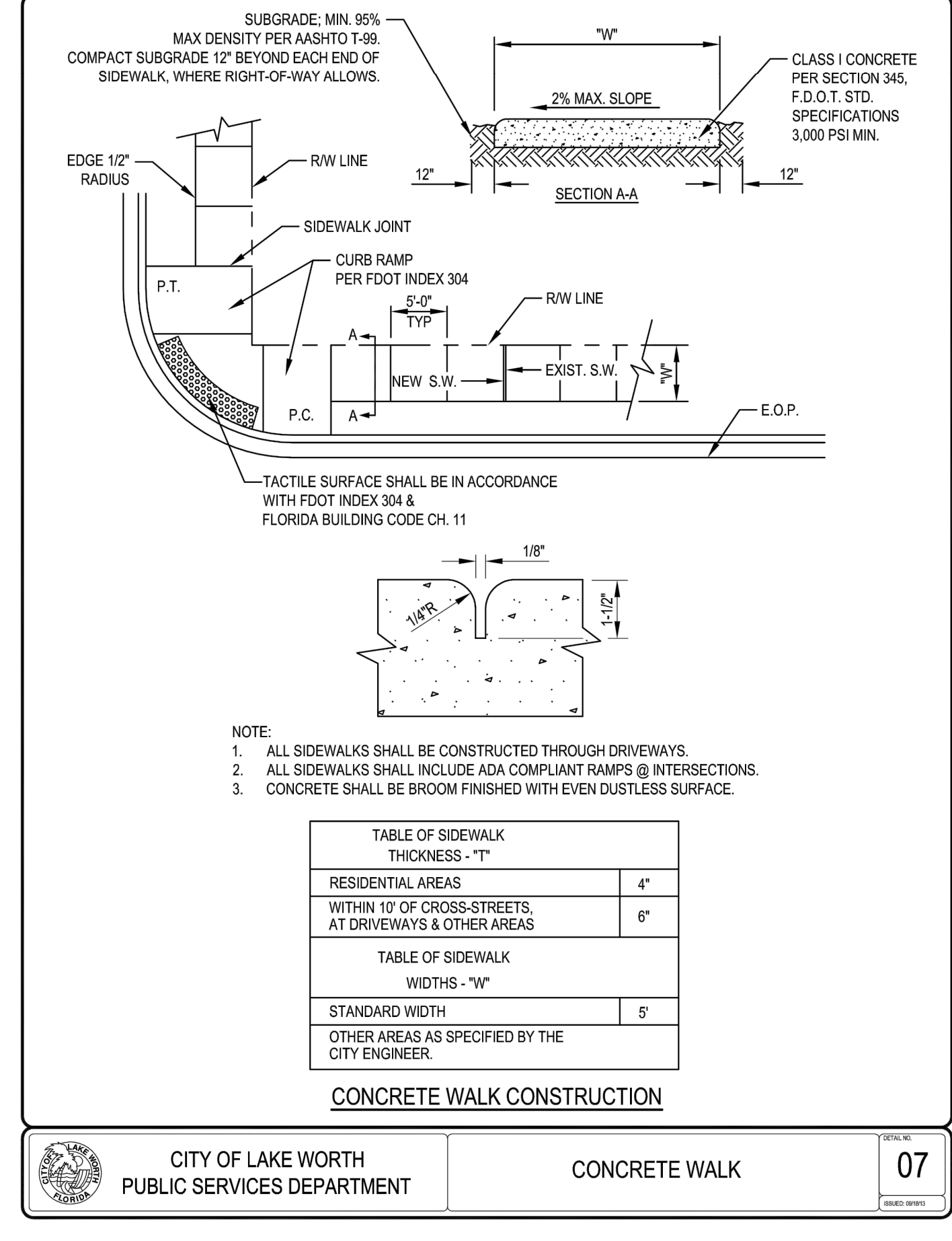
- NOTES:**
- AFTER THE COARSE AGGREGATE HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER, OR TAMPED, TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF SETTLEMENT DOES TAKE PLACE, ADDITIONAL No.4 COARSE AGGREGATE SHALL BE ADDED TO RESTORE THE PROPER ELEVATION SO THAT THE EXFILTRATION TRENCH IS COMPLETED IN ACCORDANCE WITH THE DETAILS.
  - EXCAVATION, SIDE SLOPE SHORING, ETC. SHALL CONFORM TO D.S.H.A. STANDARDS



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

CONCRETE CURB

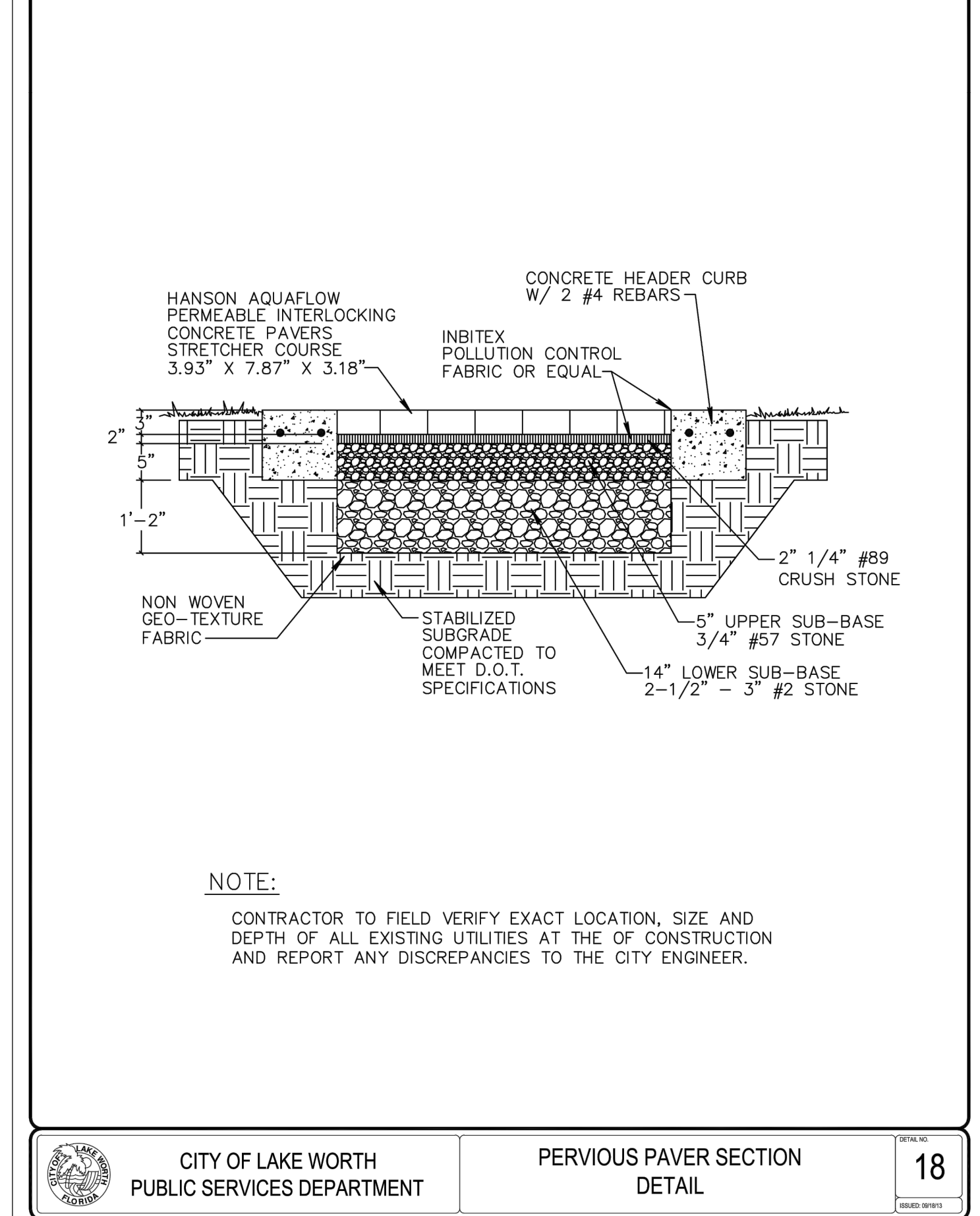
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CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

CONCRETE WALK

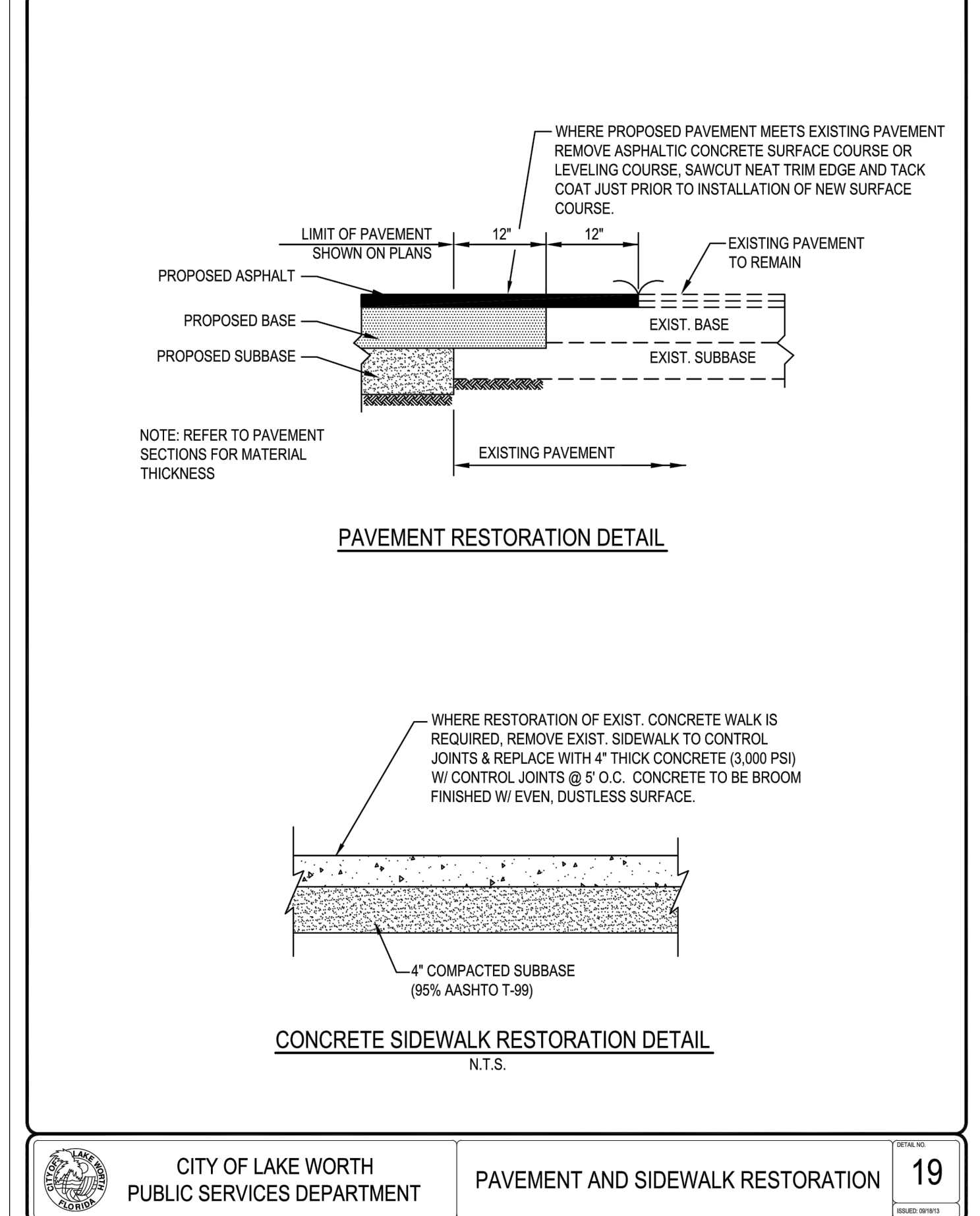
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CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

PERVIOUS PAVER SECTION DETAIL

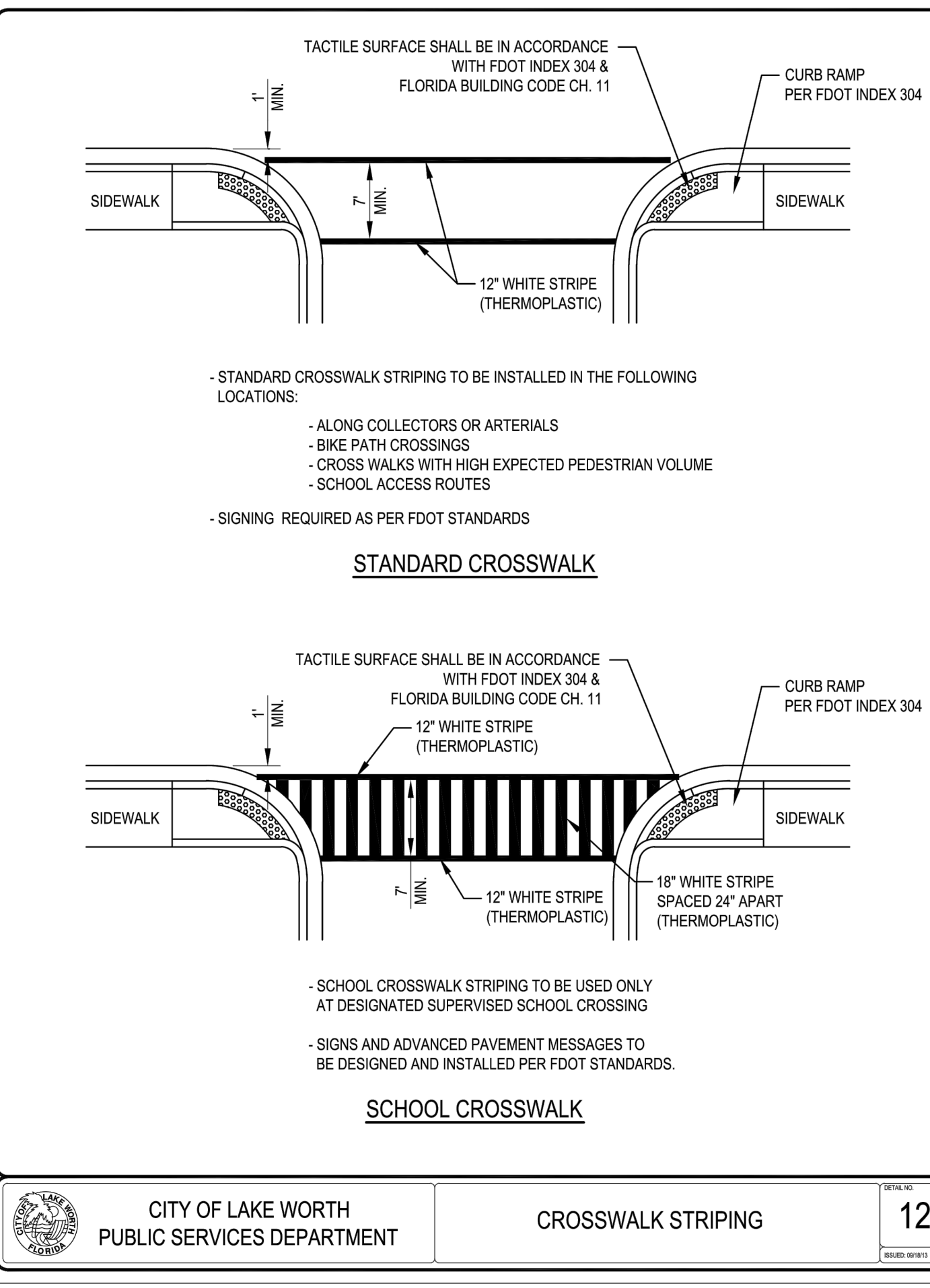
18



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

PAVEMENT AND SIDEWALK RESTORATION

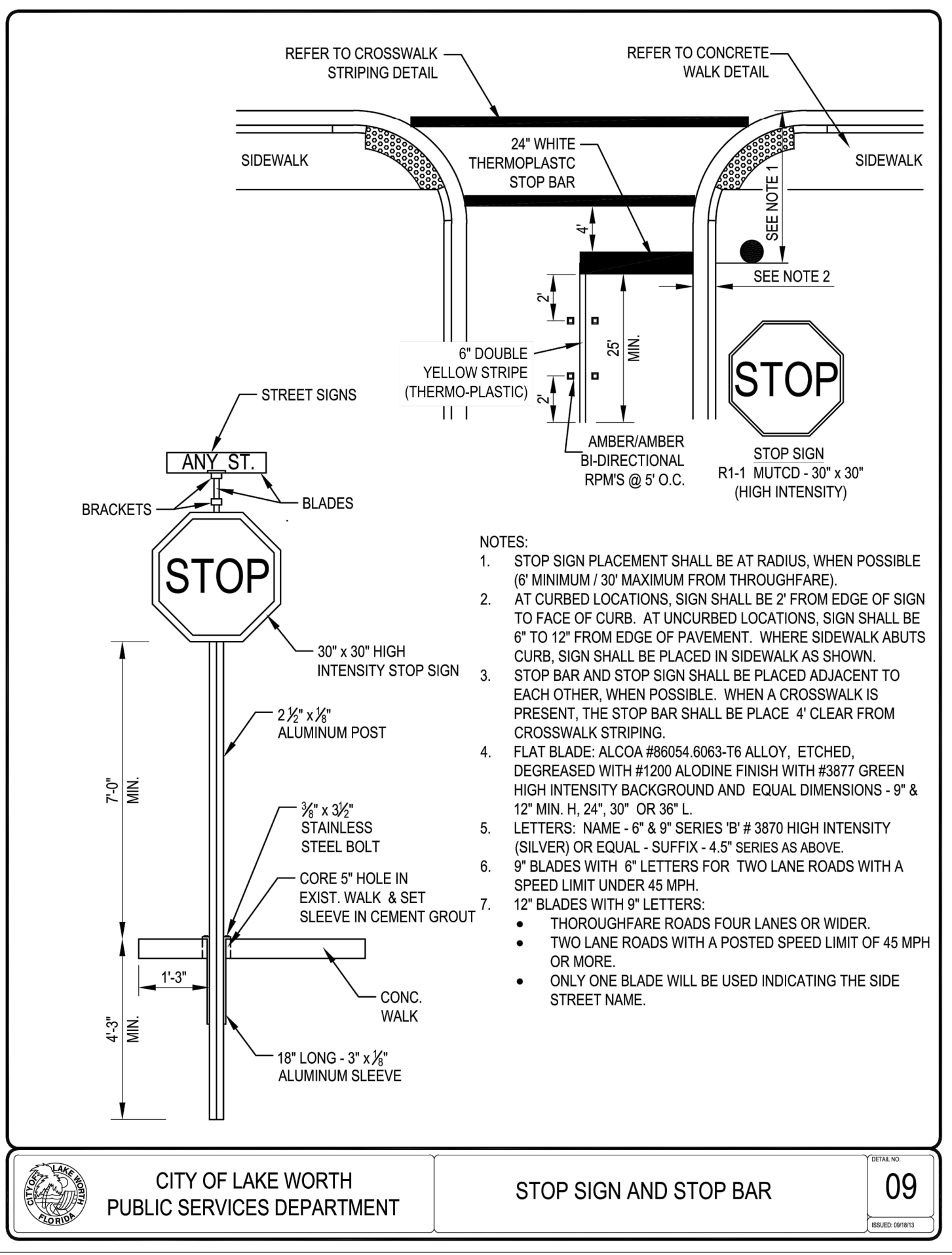
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CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

CROSSWALK STRIPING

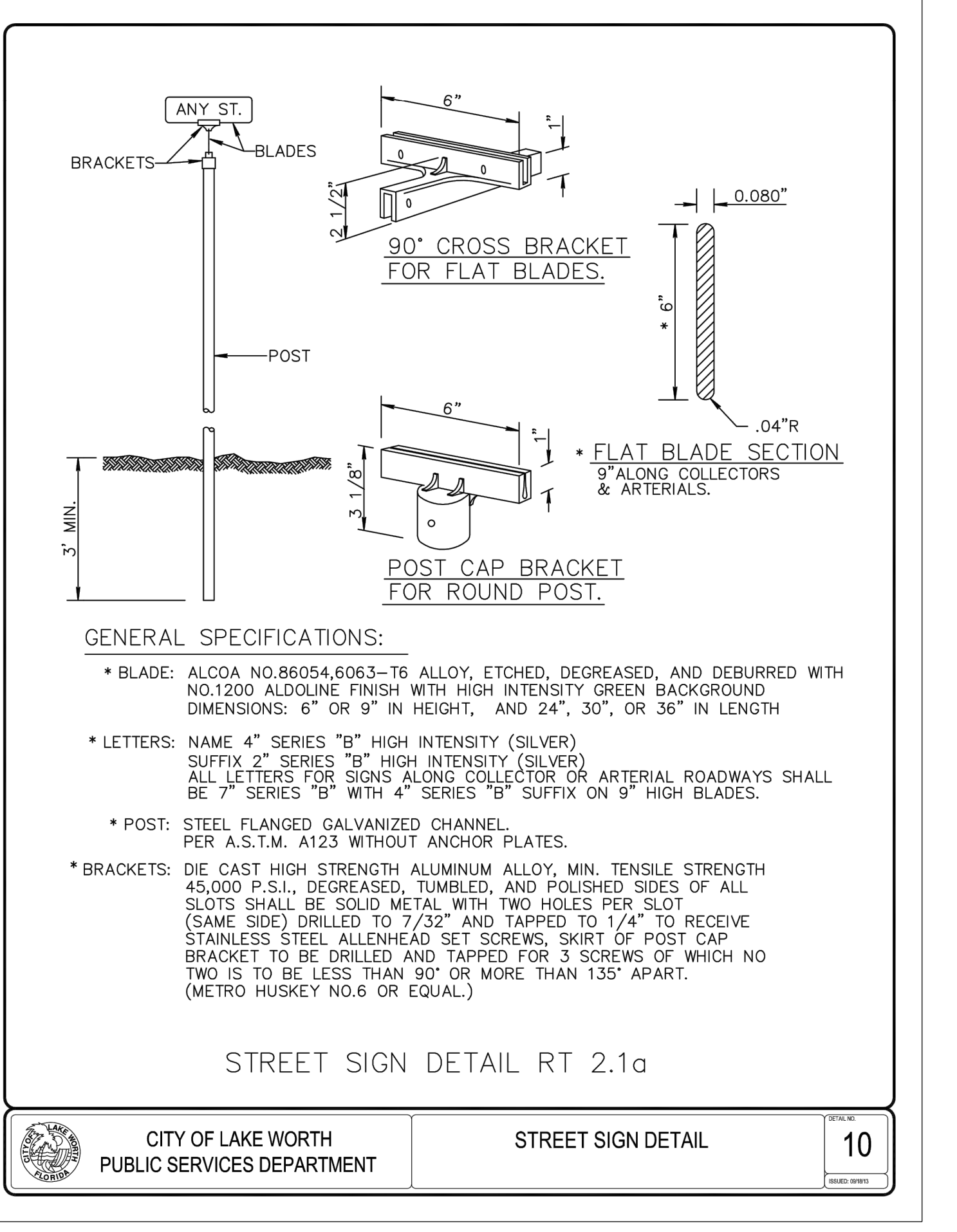
12



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

STOP SIGN AND STOP BAR

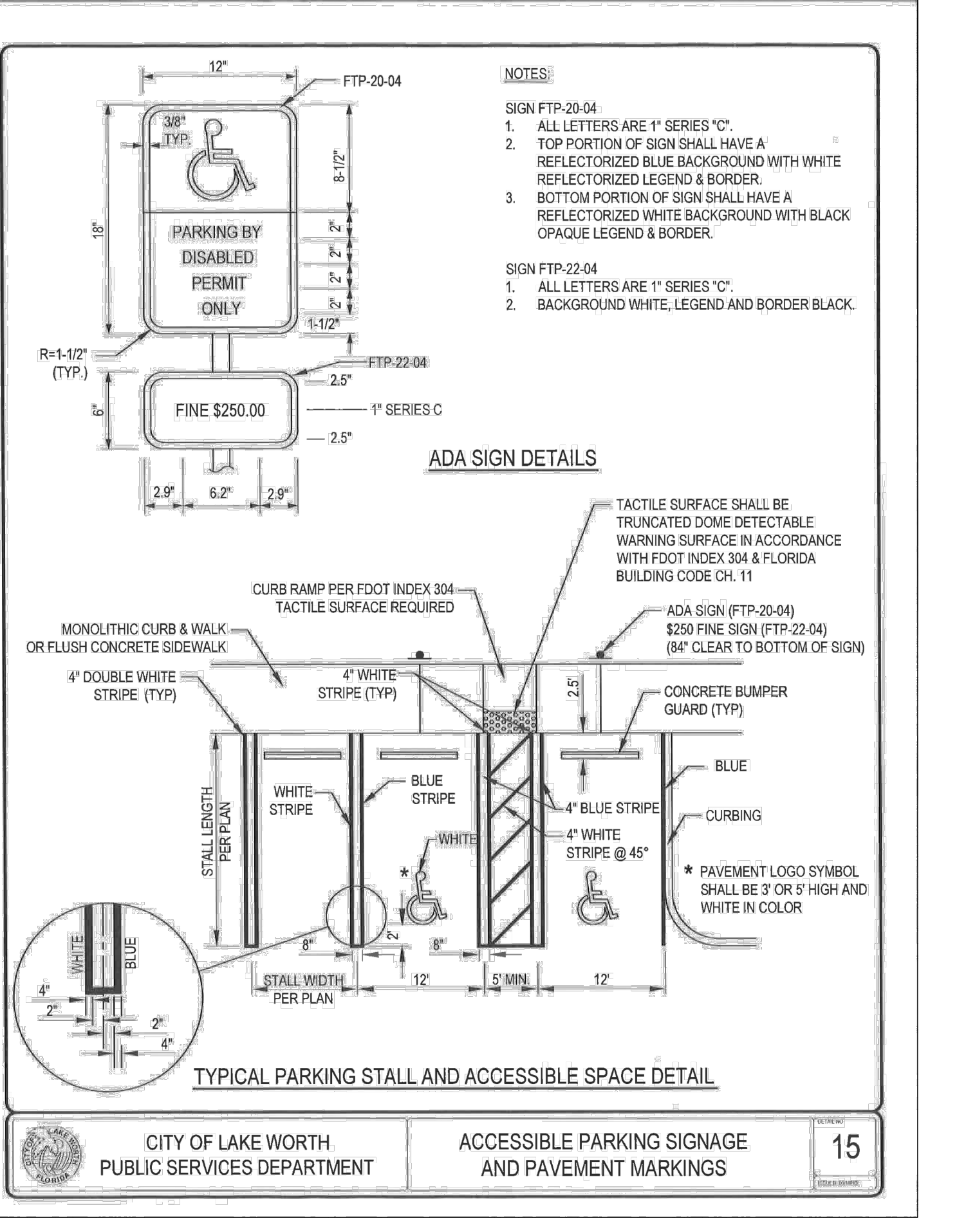
09



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

STREET SIGN DETAIL

10



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT

ACCESSIBLE PARKING SIGNAGE AND PAVEMENT MARKINGS

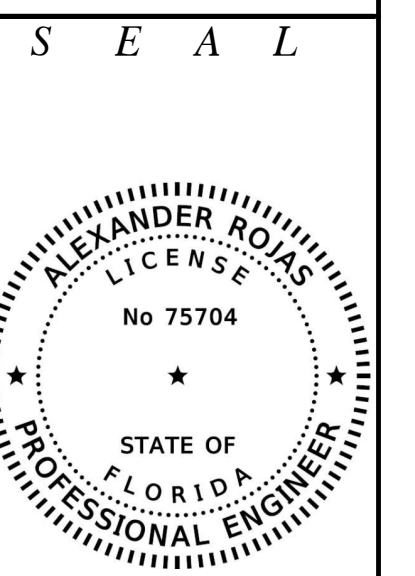
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BY	APP.	DESCRIPTION
GR	FI	LAKE WORTH BEACH COMMENTS 09/22/20
GR	FI	LAKE WORTH BEACH COMMENTS 11/24/20
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RECORD OF REVISION

**3322 BOUTWELL**  
3322 BOUTWELL RD. LAKE WORTH, FL 33461  
STANDARD DETAILS



ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 75704  
STATE OF FLORIDA

SCALE: AS SHOWN

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

DATE: 02/14/20

PROJECT NO.: 20-001

SHEET:





Consulting  
Engineering LLC  
C.A. #32294

3921 NEW VALENCIA,  
GREENACRES, FL 33467  
(561) 891-5124

EMAIL: ar.tyg.75704@gmail.com

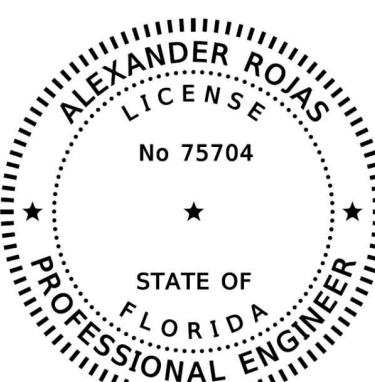
BY	APP.	DESCRIPTION			
		GR	FI	GR	FI

RECORD OF REVISION

3322 BOUTWELL  
3322 BOUTWELL RD. LAKE WORTH, FL 33461

COVER SHEET

S E A L



ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 75704  
STATE OF FLORIDA

SCALE: AS SHOWN

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

DATE: 02/14/20

PROJECT NO:

20-001

SHEET:

C-WS001

1 OF 6

LEGEND		
ABBREVIATION	SYMBOL	DEFINITION
ALUMINUM LIGHT POLE		ALUMINUM LIGHT POLE
BELLSOUTH MANHOLE		BELLSOUTH MANHOLE
BELLSOUTH TELEPHONE BOX		BELLSOUTH TELEPHONE BOX
BENCHMARK		BENCHMARK
CABLE BOX		CABLE BOX
CATCH BASIN		CATCH BASIN
CENTERLINE		CENTERLINE
CLEAN OUT VALVE		CLEAN OUT VALVE
CLEAR		CLEAR
CHAIN LINK FENCE		CHAIN LINK FENCE
CONCRETE		CONCRETE
CONCRETE BLOCK STRUCTURE		CONCRETE BLOCK STRUCTURE
CONCRETE LIGHT POLE		CONCRETE LIGHT POLE
CONCRETE POWER POLE		CONCRETE POWER POLE
CONTROL VALVE		CONTROL VALVE
DRAINAGE MANHOLE		DRAINAGE MANHOLE
DRILL HOLE		DRILL HOLE
DUAL POLE SIGN		DUAL POLE SIGN
ELECTRIC BOX		ELECTRIC BOX
ELECTRIC METER		ELECTRIC METER
ELECTRIC WIRE OVERHEAD		ELECTRIC WIRE OVERHEAD
ELEV. (EXISTING)		ELEVATION (EXISTING)
ELEV. (PROPOSED)		ELEVATION (PROPOSED)
FINISHED FLOOR		FINISHED FLOOR
FIRE HYDRANT		FIRE HYDRANT
FIRE MAIN VALVE		FIRE MAIN VALVE
FLORIDA POWER AND LIGHT COMPANY MANHOLE		FLORIDA POWER AND LIGHT COMPANY MANHOLE
FORCE MAIN VALVE		FORCE MAIN VALVE
FOUND		FOUND
GARAGE		GARAGE
GAS MANHOLE		GAS MANHOLE
GAS METER		GAS METER
GAS VALVE		GAS VALVE
GUARD POST		GUARD POST
IRON FENCE		IRON FENCE
IRON PIPE		IRON PIPE
LIMITED ACCESS RIGHT OF WAY		LIMITED ACCESS RIGHT OF WAY
MAIN SEWER VALVE		MAIN SEWER VALVE
MAIL BOX		MAIL BOX
MANHOLE		MANHOLE
MEASURED		MEASURED
MONUMENT		MONUMENT
NAIL		NAIL
NAIL AND DISC		NAIL AND DISC
ON LINE		ON LINE
PLAT BOOK		PLAT BOOK
POINT OF CURVATURE		POINT OF CURVATURE
PERMANENT CONTROL POINT		PERMANENT CONTROL POINT
PAGE		PAGE
PROPERTY LINE		PROPERTY LINE
PERMANENT REFERENCE MONUMENT		PERMANENT REFERENCE MONUMENT
RAIL ROAD CROSSING SIGN		RAIL ROAD CROSSING SIGN
RECORDED INFORMATION		RECORDED INFORMATION
RIGHT OF WAY		RIGHT OF WAY
SECTION		SECTION
SECTION CORNER		SECTION CORNER
SEWER MANHOLE		SEWER MANHOLE
SIGN		SIGN
SPRINKLER VALVE		SPRINKLER VALVE
SQUARE CUT AND NAIL		SQUARE CUT AND NAIL
STORM MANHOLE		STORM MANHOLE
STREET LIGHT BOX		STREET LIGHT BOX
STREET SIGN		STREET SIGN
TELEPHONE BOX		TELEPHONE BOX
TELEPHONE MANHOLE		TELEPHONE MANHOLE
TRAFFIC SIGNAL		TRAFFIC SIGNAL
TRAFFIC SIGNAL BOX		TRAFFIC SIGNAL BOX
VALVE		VALVE
WATER METER		WATER METER
WATER VALVE		WATER VALVE
WELL		WELL
WOOD FENCE		WOOD FENCE
WOOD POWER POLE		WOOD POWER POLE
ASPHALT		ASPHALT
BRICK		BRICK
CONCRETE		CONCRETE
TILE		TILE

## SECTION 20 T44S-R43E



PROPERTY  
SUBJECT

## LOCATION MAP

N.T.S.

### FOR ALL PROJECT WHERE REMOVAL OF UTILITY LINES IS PROPOSED

- ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN ACTIVE AND IN SERVICE, UNTIL SUCH TIME WHEN NEW REPLACING UTILITIES HAVE BEEN INSTALLED, IN SERVICE, ACCEPTED BY THE DEPARTMENT AND ALL RELATED SERVICES FROM THE EXISTING MAINS HAVE BEEN TRANSFERRED TO THE NEW ONES, BY THE CITY OF LAKE WORTH FORCES AT OWNER'S EXPENSE AS APPLICABLE.
- ALL WATER AND/OR SEWER FACILITIES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AFTER ALL INSTALLED SERVICES FROM THEM HAVE BEEN TRANSFERRED TO THE ALREADY INSTALLED AND IN SERVICE NEW MAINS. ANY ASSOCIATED EXCLUSIVE EASEMENTS SHALL BE CLOSED AND RELEASED AFTER THE REMOVAL OF THE EXISTING WATER AND/OR SEWER FACILITIES.

### DRAWINGS INDEX

SHEET No.	SHEET DESCRIPTION
C-WS001	WATER MAIN COVER SHEET
C-WS002	GENERAL NOTES
C-WS101	WATER & SEWER PLAN
C-WS102	SANITARY SEWER STANDARD DETAILS
C-WS103	SANITARY SEWER STANDARD DETAILS
C-WS104	WATER STANDARD DETAILS

### CONTACT PERSON INFORMATION

NAME: Alexander Rojas, PE  
TELEPHONE NUMBER: 561-891-5124  
E-MAIL ADDRESS: ar.tyg.75704@gmail.com



Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

**GENERAL NOTES**

- EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND 'SUNSHINE STATE ONE CALL OF FLORIDA, INC.' TO LOCATE ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES DURING CONSTRUCTION AND RESETTING UTILITIES TO NEW GRADE AND SLOPE WITHIN THE LIMITS OF CONSTRUCTION.
- SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT, THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, AND ALL APPLICABLE O.S.H.A. REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS WHEN WORKING IN THE VICINITY OF OVERHEAD ELECTRIC LINES.
- MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC (MOT) PLANS, PREPARED BY A WORK SITE TRAFFIC SUPERVISOR AS CERTIFIED BY THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION, PRIOR TO COMMENCING CONSTRUCTION WITHIN CITY OF LAKE WORTH RIGHT-OF-WAY.
- ACCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE VEHICULAR AND PEDESTRIAN ACCESS AT ALL TIMES.
- WARRANTY. ALL WORK MATERIALS OR EQUIPMENT SHALL BE WARRANTED FOR A MINIMUM OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH, AGAINST DEFECTIVE MATERIALS AND/OR WORKMANSHIP. ALL WORK FOUND TO BE DEFECTIVE WILL BE REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY OF LAKE WORTH.
- SHOP DRAWINGS. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF SEVEN (7) COPIES (OR MORE, IF REQUIRED) OF SHOP DRAWINGS, PRODUCT DATA, MATERIAL SPECIFICATIONS AND OTHER INFORMATION REGARDING CONSTRUCTION MATERIALS AND STRUCTURES AS REQUESTED BY THE ENGINEER OF RECORD OR THE CITY OF LAKE WORTH. SHOP DRAWINGS MUST BE NEWLY PREPARED, INFORMATION, DRAWN TO ACCURATE SCALE, STANDARD INFORMATION PREPARED WITHOUT SPECIFIC REFERENCE TO THE PROJECT WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. SHOP DRAWINGS SHALL BE SUBJECT TO THE FOLLOWING:
  - BY SUBMITTAL OF ANY SHOP DRAWING OR CATALOG DATA, BEARING AN APPROVAL STAMP, THE CONTRACTOR REPRESENTS THAT IT HAS DETERMINED AND VERIFIED ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MATERIALS, DIMENSIONS, CATALOG NUMBERS AND SIMILAR DATA, OR WILL DO SO, AND THAT IT HAS CHECKED AND COORDINATED EACH ITEM WITH OTHER APPLICABLE APPROVED SHOP DRAWINGS AND THE CONTRACT REQUIREMENTS.
  - SHOP DRAWINGS AND CATALOG DATA SUBMITTED WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. APPROVAL OF SHOP DRAWINGS, SAMPLES, OR CATALOG DATA BY THE ENGINEER OF RECORD OR THE CITY OF LAKE WORTH SHALL NOT AUTHORIZE ANY DEVIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
  - ANY PROPOSED SUBSTITUTE OR EQUAL TO THAT SHOWN ON THE CONTRACT DOCUMENTS SHALL BE ACCOMPANIED BY CALCULATIONS SUBSTANTIATING EQUIVALENCY. SHOP DRAWINGS WITH SUBSTITUTE MATERIALS NOT ACCOMPANIED BY CALCULATIONS WILL BE RETURNED WITHOUT REVIEW.
  - THE CONTRACTOR SHALL CONFIRM COMPATIBILITY OF PIPE SLOPES AND INVERTS DURING THE SHOP DRAWING AND MATERIALS ORDERING PHASE OF THE PROJECT AND ADVISE THE ENGINEER OF RECORD IN WRITING OF ANY DISCREPANCIES.
  - INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOG LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.
- FIELD REVIEWS. THE CONTRACTOR SHALL PROVIDE NOTIFICATION, 48 HOURS (MIN.), PRIOR TO ANY REQUIRED FIELD REVIEWS OR INSPECTIONS AND SHALL SUPPLY ALL NECESSARY EQUIPMENT, LABOR, AND MATERIALS FOR INSPECTION AND/OR TEST. ALL WORK SHALL BE OPEN AND SUBJECT TO REVIEW AND/OR INSPECTION BY AUTHORIZED PERSONNEL OF THE CITY OF LAKE WORTH AND THE ENGINEER OF RECORD.
- DENSITY TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TESTING TO ENSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED FOR ALL SUBGRADE, BASE MATERIAL, PIPE BASE MATERIAL, BACKFILL, & ALL OTHER AREAS WHERE COMPACTION REQUIREMENTS ARE SPECIFIED. ALL TEST RESULTS SHALL BE SIGNED & SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER AND COPIES SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE CITY OF LAKE WORTH.
- PERMITS. THE CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION PRIOR TO RECEIPT OF ALL APPLICABLE PERMITS AND APPROVALS INCLUDING AN APPROVED MAINTENANCE OF TRAFFIC PLAN. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE REQUIREMENTS OF THE PERMITS AND AGENCY APPROVALS.
- EROSION CONTROL. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH FOOT INDICES 102, 103 AND 105. THE FDEP NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (IF APPLICABLE), AND THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP), FILTER FABRIC, HAY BALES, OR ROCK BAGS SHALL BE INSTALLED IN EACH INLET THROUGHOUT THE CONSTRUCTION PERIOD. A SOIL TRACKING PREVENTION DEVICE (STD) SHALL CONSTRUCTED AT ALL UNSTABILIZED CONSTRUCTION ACCESS POINTS PER FOOT INDEX NO. 106.
- STORM DRAINAGE. ALL STORM DRAINAGE PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC PER FOOT STANDARD INDEX NO. 280. ALL DRAINAGE STRUCTURES SHALL CONFORM TO THE REQUIREMENTS OF FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL GRATES SHALL BE SECURED TO THE STRUCTURES WITH AN EYEBOLT AND CHAIN. ALL STORM DRAINAGE SHALL BE FREE OF SILT AND SEDIMENT AT THE TIME OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH.
- DEWATERING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ANY DEWATERING PERMITS AND/OR APPROVALS NECESSARY FOR CONSTRUCTION. NO WATER FROM DEWATERING MEASURES SHALL BE DISCHARGED OFF-SITE. ALL DISCHARGE SHALL BE CONTAINED IN ON-SITE SEDIMENT BASINS.
- SIDEWALKS. ALL SIDEWALKS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE, CHAPTER 11 - FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 304 AND THE REQUIREMENTS OF THE FLORIDA BUILDING CODE. ALL WALKWAYS CROSSING VEHICULAR AREAS SHALL HAVE A DETECTABLE WARNING SURFACE (TRUNCATED DOMES) IN ACCORDANCE WITH FOOT STANDARD INDEX NO. 304 AND THE FLORIDA BUILDING CODE, CHAPTER 11 - ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL SIDEWALKS SHALL BE BROOM FINISHED WITH AN EVEN, DUSTLESS SURFACE AND SHALL BE FREE OF CRACKS AT TIME OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH.
- PAVEMENT. WHERE FULL-DEPTH PAVEMENT REPLACEMENT IS SPECIFIED, EXISTING BASECOURSE MAY NOT BE RE-USED, HOWEVER IT MAY BE UTILIZED AS SUBGRADE STABILIZATION MATERIAL. ALL SUBGRADE SHALL BE FREE OF MUD, ROOTS, UNDERBUSH, VEGETATIVE MATTER, GARBAGE, TRASH, OR ANY OTHER UNSUITABLE MATERIALS. BASECOURSE AND ASPHALT SHALL BE PLACED IN MULTIPLE LIFTS AND SHALL BE PLACED IN ACCORDANCE WITH THE APPLICABLE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. FINAL LIFT OF ASPHALT SHALL PROVIDE A UNIFORM FINISH AND SHALL BE PLACED TO CORRECT MINOR IMPERFECTIONS IN THE FIRST LIFT AND TO PROVIDE POSITIVE DRAINAGE FOR THE ROADWAY.
- SIGNING AND PAVEMENT MARKING. ALL PAVEMENT MARKINGS WITHIN CITY OF LAKE WORTH RIGHT-OF-WAY SHALL BE THERMOPLASTIC. THERMOPLASTIC SHALL NOT BE INSTALLED ON PAVEMENT UNTIL A MINIMUM OF FIVE CALENDAR DAYS AFTER THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED. BLUE/BLUE REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE INSTALLED TO INDICATE THE LOCATION OF ALL FIRE HYDRANTS.

CITY OF LAKE WORTH  
PUBLIC SERVICES DEPARTMENT

GENERAL NOTES

01

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### WATER AND SEWER GENERAL LEGEND

	PROP. 6" D.I.P. OR P.V.C DR 18 LAT W/PUBLIC CLEANOUTS		EXIST. ASPHALT PAVEMENT.
	PROP. 1" HDPE WATER SERVICE W/DUAL METER BOX		PAVEMENT RESTORATION
	PROP. 1" HDPE WATER SERVICE W/SINGLE METER BOX		WATER PIPE, TEE, GV, PLUG AND NODE ANNOTATION.
	PROP. F.H. W/GUARD POSTS PER WS 4.50		PROP. INLET W/ FRENCH DRAIN & STORM SEWER MH.
	PROP. 90' BEND.		PROP. TAPPING SLEEVE W/ TAPPING VALVE AS PER G.S. 1.7 (TYP.)
	SEWER AND MH NUMBERING.		



**NOT PART OF C. L. W. NOTES NOR APPROVAL**

**NOTES:**

1. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL CONFORM TO THE CITY OF LAKE WORTH DEPARTMENT OF PUBLIC WORKS STANDARDS AND SPECIFICATIONS
2. ELEVATIONS SHOWN ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM OF 1988 NAVD 88.
3. UNDERGROUND UTILITY INFORMATION IS TAKEN FROM THE BEST AVAILABLE SOURCES, BUT MUST BE VERIFIED BY CONTRACTOR IN THE FIELD WITH THE APPROPRIATE UTILITY AGENCIES PRIOR TO COMMENCEMENT OF ANY WORK.
4. EXISTING UTILITY LINES OTHER THAN THOSE INDICATED IN THIS DRAWING MAY BE ON SITE. THE CONTRACTOR IS WARNED TO PROCEED WITH CAUTION WITH ALL WORK. HE IS TO MAKE ALL POSSIBLE INVESTIGATIONS AS TO POSSIBLE UNMARKED UTILITY LINES
5. CONTRACTOR SHALL ADJUST ANY UTILITY LIDS AND/OR COVERS IN PROJECT AREA TO THE FINISHED GRADE.
6. ANY APPARENT DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE WORK.
7. THE CONTRACTOR SHALL RESTORE ALL EXISTING PAVEMENT, UTILITIES, (ABOVE AND BELOW GROUND), AND SURFACE FEATURES DISTURBED DURING CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN THE EXISTING IN ACCORDANCE WITH LAKE WORTH PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS.
8. PROVIDE PAVEMENT RESTORATION AS PER THE LAKE WORTH PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS.
9. WATER MAINS AND SANITARY SEWER LINES MUST MAINTAIN A MINIMUM SEPARATION FROM EACH OTHER AS PER HEALTH DEPARTMENT NOTES
10. CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE AND FAMILIARIZING HIMSELF WITH THE EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION.
11. DIMENSIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE, FOR EXACT DIMENSIONS, SEE FINAL PLAT OR SITE PLAN PREPARED BY A REGISTERED LAND SURVEYOR OR THE ARCHITECT. FIELD LAYOUT WORK SHALL BE AS PER THE FINAL PLAT AND SITE PLAN MENTIONED ABOVE AND SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR
12. THE ENGINEER IS NOT RESPONSIBLE FOR COORDINATING THE WORK OF OTHER UTILITIES, SUB-CONSULTANTS OR TRADES. IT IS THE OWNER'S RESPONSIBILITY TO PROVIDE COORDINATION FOR, BUT NOT LIMITED TO, THE LOCATION OF WATER, SEWER, AND DRAINAGE UTILITIES, AS WELL AS THE SERVICES, WITH THE LOCATION OF DRIVEWAYS, SIDEWALKS, RAMPS, LANDSCAPING, OTHER INFRASTRUCTURE IMPROVEMENTS AND OTHER SURFACE FEATURES.
13. EXTEND SEWER LATERALS 2 FEET INTO PROPERTY LINE
14. CONTRACTOR SHALL BE RESPONSIBLE FOR SHEATHING WHERE REQUIRED.
15. BLUE 2" X 4" MARKER TO BE INSTALLED AT EACH WATER SERVICE.
16. GREEN 2" X 4" MARKER TO BE INSTALLED AT EACH SEWER SERVICE.
17. UTILITY CONDUITS TO BE MARKED.

**UNDERGROUND CONTRACTORS:**

- A.- UNDERGROUND CONTRACTOR SHALL COMPLY WITH THE TRENCH SAFETY ACT, HB 3183, FLORIDA STATUTES, WHICH INCORPORATES, BUT IS NOT LIMITED TO, THE FOLLOWING:
- 1.- OSHA STANDARD 29 C.F.R. PART 1926, SUBPART P, EXCAVATION AND TRENCHES.
  - 2.- CONTRACT BIDS FOR TRENCH EXCAVATIONS (IN EXCESS OF 5 FEET DEEP ) SHALL INCLUDE REFERENCE TO THE SAFETY STANDARDS, WRITTEN ASSURANCE OF COMPLIANCE, AND A SEPARATE ITEM IDENTIFYING THE COST OF COMPLIANCE.
  - 3.- ADHERE TO ANY SPECIAL SHORING REQUIREMENTS OF THE STATE OR OTHER POLITICAL SUBDIVISION.
- B.- ENGINEER IS NOT RESPONSIBLE FOR THE SAFETY OF THE EXCAVATION OR DESIGN AND CONSTRUCTION OF ANY SHORING.

**HEALTH DEPARTMENT NOTES:**

**WATER MAIN HORIZONTAL SEPARATIONS**

SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE BETWEEN WATER MAINS AND, STORM SEWERS, STORMWATER FORCE MAINS, OR RECLAIMED WATER LINES, SHALL BE 3 FT MINIMUM.

BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FT. AND AT LEAST 3 FT MINIMUM.

GRAVITY OR PRESSURE SANITARY SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER PREFERABLY 10 FT AND AT LEAST 6 FT MAY BE REDUCED TO 3 FT, WHERE BOTTOM OF WATER MAIN IS AT LEAST 6 INCHES ABOVE TOP OF SEWER.

10 FT TO ANY PART OF ON-SITE SEWER TREATMENT OR DISPOSAL SYSTEM.

**WATER MAIN VERTICAL SEPARATIONS**

SEPARATIONS BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER, OR STORM SEWERS, TO BE PREFERABLY 12 INCHES OR AT LEAST 6 INCHES ABOVE OR AT LEAST 12 INCHES IF BELOW.\*

PRESSURE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR RECLAIMED WATER, AT LEAST 12 INCHES ABOVE OR BELOW.\*

\* NOTE: CENTER 1-FULL LENGTH OF WATER MAIN PIPE AT CROSSINGS; ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS, AT LEAST 6 FEET FROM JOINTS IN GRAVITY OR PRESSURE SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER.



Consulting  
Engineering LLC  
C.A. #32294

3921 NEW VALENCIA,  
GREENACRES, FL 33467  
(561) 891-5124

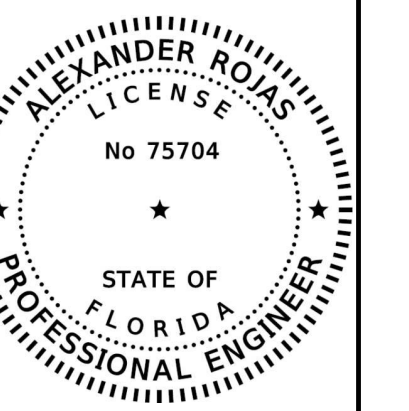
EMAIL: [tyg.75704@gmail.com](mailto:tyg.75704@gmail.com)

No.	DESCRIPTION	BY APP.		
		GR	FI	GR
1	LAKE WORTH BEACH COMMENTS 09/02/20			
2	LAKE WORTH BEACH COMMENTS 11/24/20			
3	LAKE WORTH BEACH COMMENTS 04/09/21			

**RECORD OF REVISION**

**3322 BOUTWELL**  
3322 BOUTWELL RD. LAKE WORTH, FL 33461  
GENERAL NOTES

S E A L



This item has been digitally signed and sealed by Alexander Rojas, PE on the date adjacent to the seal.  
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ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 75704  
STATE OF FLORIDA

SCALE: N.T.S.

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

DATE: 02/14/20

PROJECT NO:

**20-001**

SHEET:

**C-WS001**





Consulting  
Engineering LLC  
C.A. #32294

3921 NEW VALENCIA,  
GREENACRES, FL 33467  
(561) 891-5124

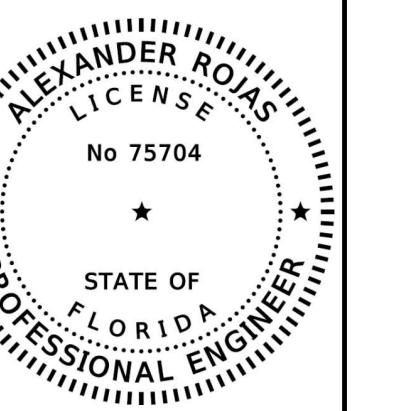
EMAIL: or.rojg.75704@gmail.com

BY	APP.	DESCRIPTION		
		GR	FI	GR

RECORD OF REVISION

**3322 BOUTWELL**  
3322 BOUTWELL RD. LAKE WORTH, FL 33461  
WATER AND SEWER PLAN

S E A L



ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 75704  
STATE OF FLORIDA

SCALE: 1" = 10'

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

DATE: 02/14/20

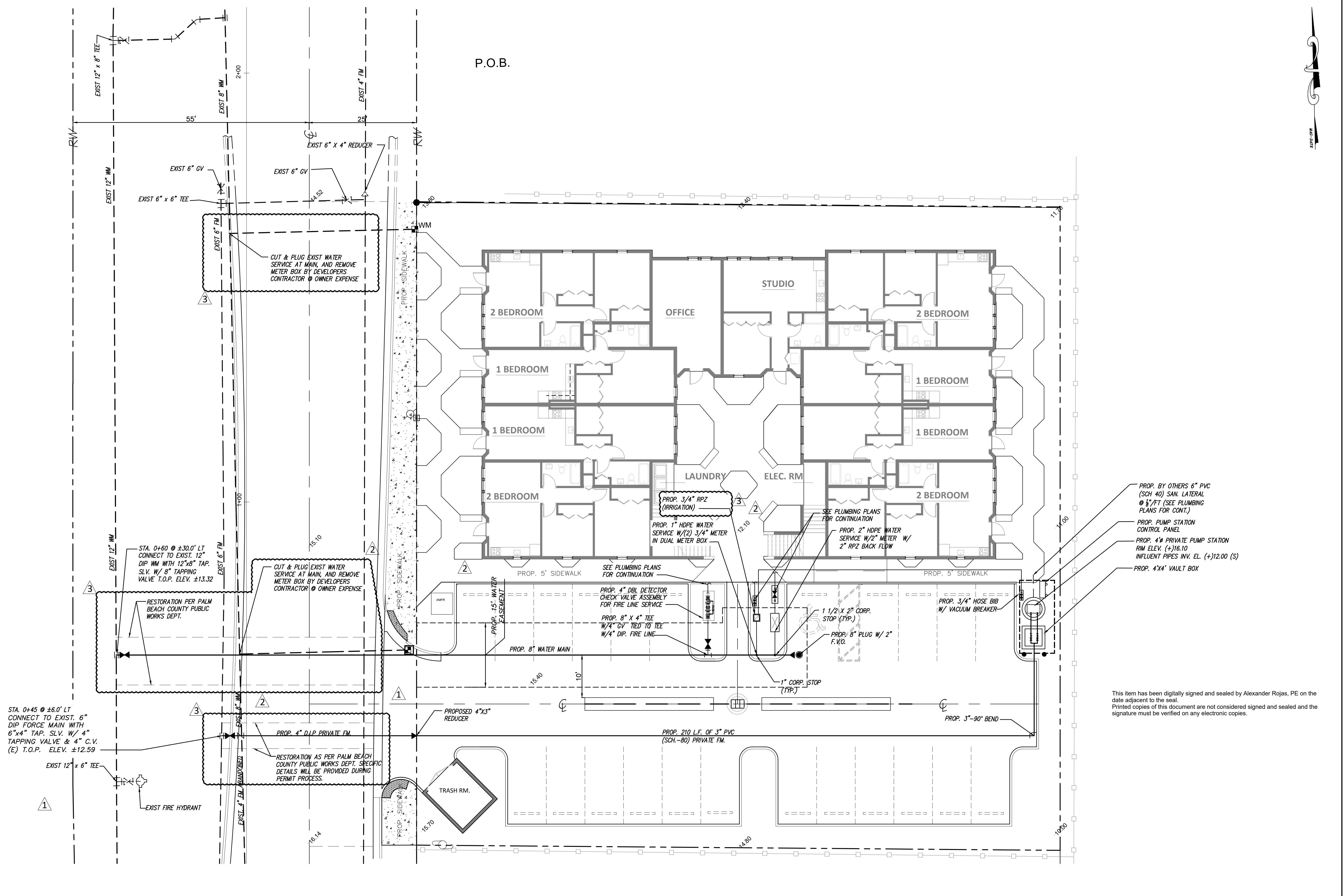
PROJECT NO:

20-001

SHEET:

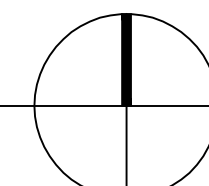
C-WS101

3 OF 6



**WATER AND SEWER PLAN**

SCALE: 1" = 10'



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C:\Users\zra1\OneDrive\Documents\WORKING\PROJ\1520-002\_3322 Boutwell Road\DWG-FILES\1520-002\_3322 Boutwell Road-DWG-5.dwg, Drawn by: FIZNA, Apr 09, 2021, 12:00pm



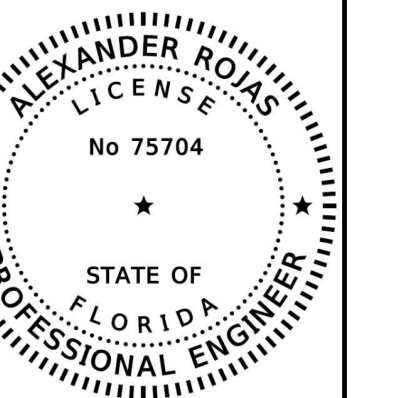


NO.	DESCRIPTION	BY APP.			
		GR	FI	GR	FI
1	LAKE WORTH BEACH COMMENTS 09/02/20				
2	LAKE WORTH BEACH COMMENTS 11/24/20				
3	LAKE WORTH BEACH COMMENTS 04/09/21				

RECORD OF REVISION

**3322 BOUTWELL**  
3322 BOUTWELL RD. LAKE WORTH, FL 33461  
SANITARY SEWER STANDARD DETAILS

SEAL



ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 75704  
STATE OF FLORIDA

SCALE: N.T.S.

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

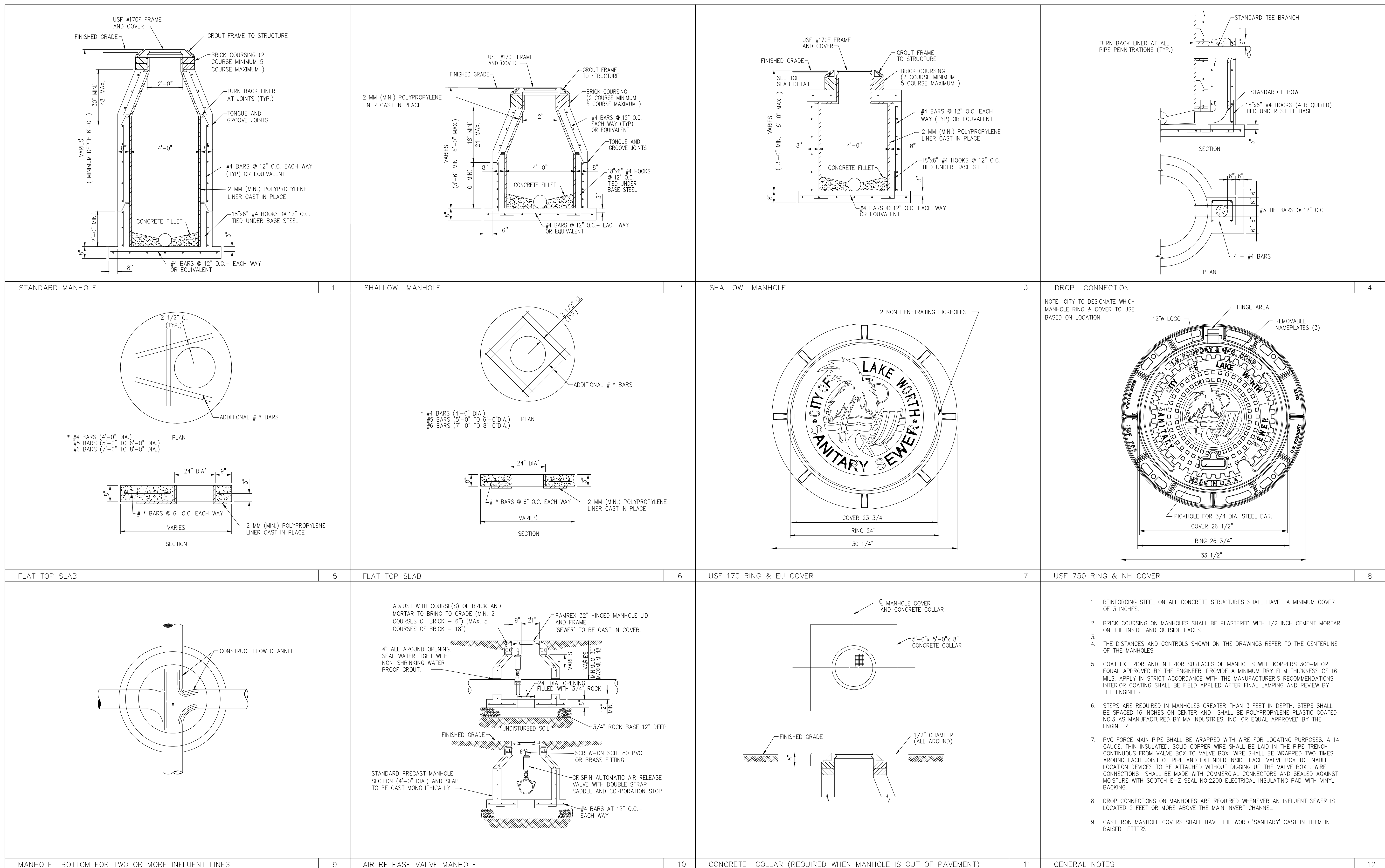
DATE: 02/14/20

PROJECT NO:

20-001

SHEET:

C-WS103



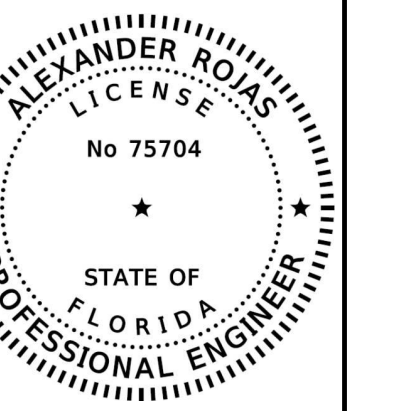
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No.	DESCRIPTION	BY APP			
		GR	FI	GR	FI
1	LAKE WORTH BEACH COMMENTS 09/22/20				
2	LAKE WORTH BEACH COMMENTS 11/24/20				
3	LAKE WORTH BEACH COMMENTS 04/09/21				

RECORD OF REVISION

3322 BOUTWELL  
3322 BOUTWELL RD. LAKE WORTH, FL 33461  
WATER STANDARD DETAILS

S E A L



ALEXANDER ROJAS, PE  
REGISTERED ENGINEER NO. 75704  
STATE OF FLORIDA

SCALE: N.T.S.

DESIGNED: F. I.

DRAWN: G. R.

CHECKED: A. R.

DATE: 02/14/20

PROJECT NO:

20-001

SHEET:

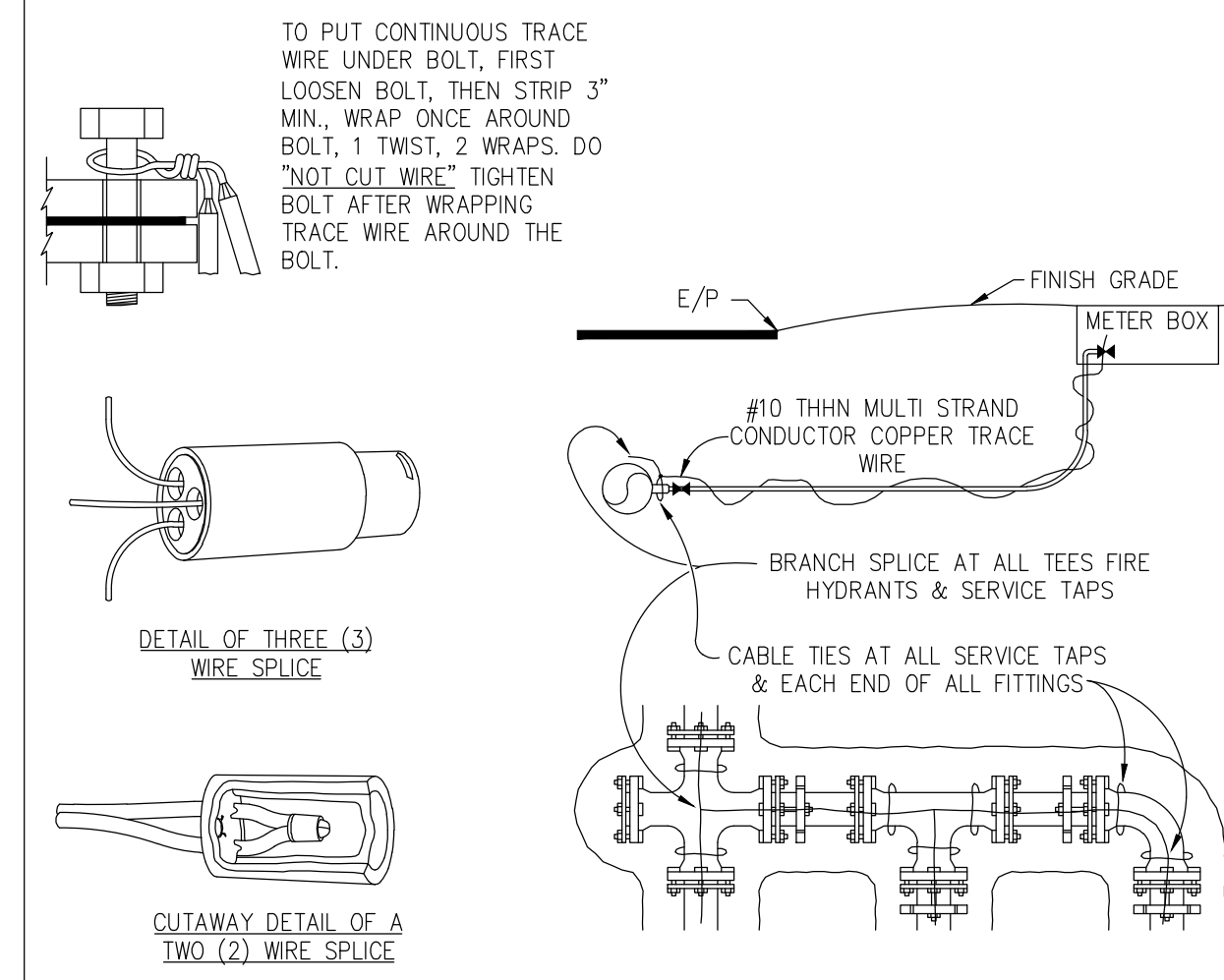
C-WS104

HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATERMANS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCE MAINS, RECLAIMED WATER PIPELINES AND ON SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

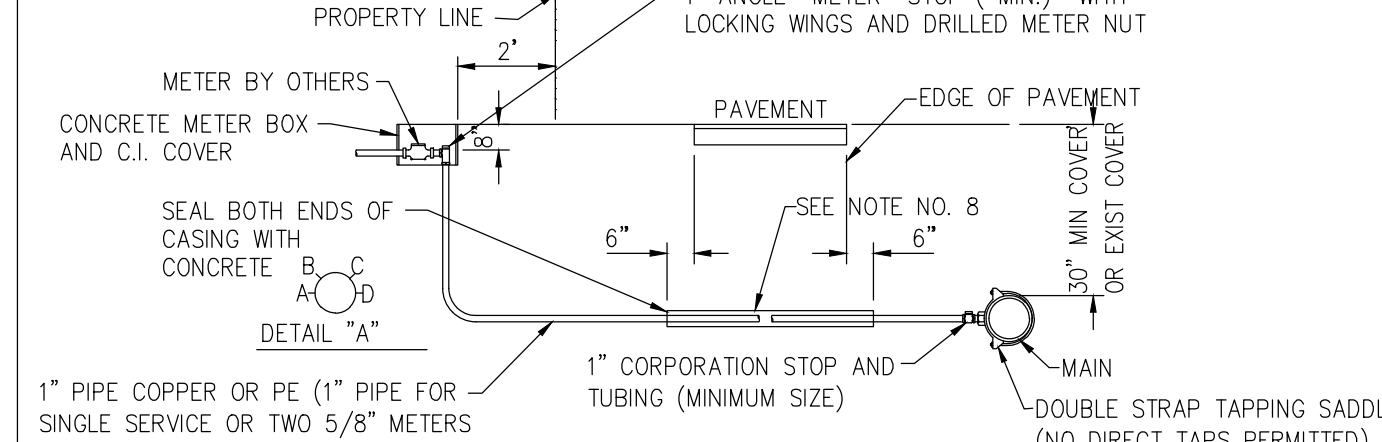
- NEW OR RELOCATED UNDERGROUND WATERMANS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATERMAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED SEWER, STORMWATER FORCEMAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 2-610, F.A.C.
- NEW OR RELOCATED UNDERGROUND WATERMANS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATERMAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
- NEW OR RELOCATED UNDERGROUND WATERMANS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATERMAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCEMAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION BETWEEN WATERMANS AND GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATERMAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
- NEW OR RELOCATED UNDERGROUND WATERMANS SHALL BE LAID TO PROVIDE A MINIMUM HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATERMAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S. AND RULE 64E-6.002, F.A.C.

VERTICAL SEPARATION BETWEEN UNDERGROUND WATERMANS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORMWATER FORCEMANS, AND RECLAIMED WATER PIPELINES.

- NEW OR RELOCATED UNDERGROUND WATERMANS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM TYPE SANITARY OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATERMAIN IS AT LEAST SIX INCHES, AND PREFERABLY TWELVE INCHES ABOVE, OR AT LEAST TWELVE INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATERMAIN ABOVE THE OTHER PIPELINE.
- NEW OR RELOCATED UNDERGROUND WATERMANS CROSSING ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPE LINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATERMAIN IS AT LEAST TWELVE INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATERMAIN ABOVE THE OTHER PIPELINE.
- AT THE UTILITY CROSSING DESCRIBED IN PARAGRAPH 1 AND 2 ABOVE, ONE FULL LENGTH OF WATERMAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATERMAIN JOINTS SHALL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATERMAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM TYPE SANITARY SEWER, STORM SEWERS, STORMWATER FORCEMANS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCEMANS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER III 62-610, F.A.C.

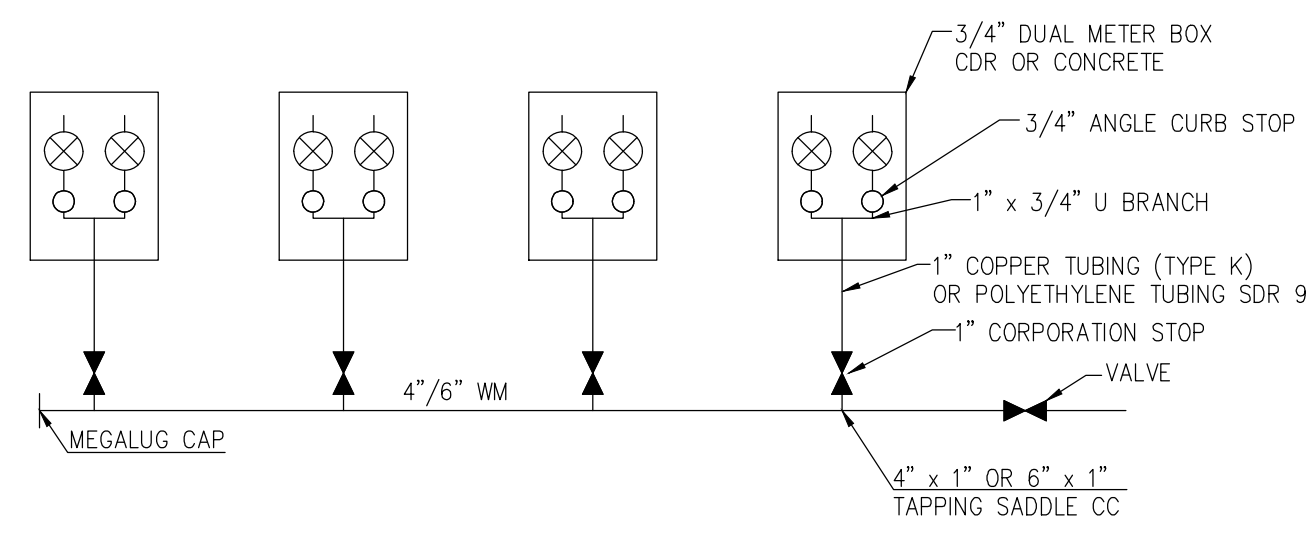


- NOTES:
- TRACE WIRE IS REQUIRED ON ALL NON METALLIC PIPE.
  - INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
  - CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.
  - WIRE SPLICING CONNECTORS SHALL BE DRY-CON DIRECT BURY LUG BY KING INNOVATIONS, DS-500 DRI-SPLICING BY SPEARS OR DIRECT BURY PRODUCTS BY JM.

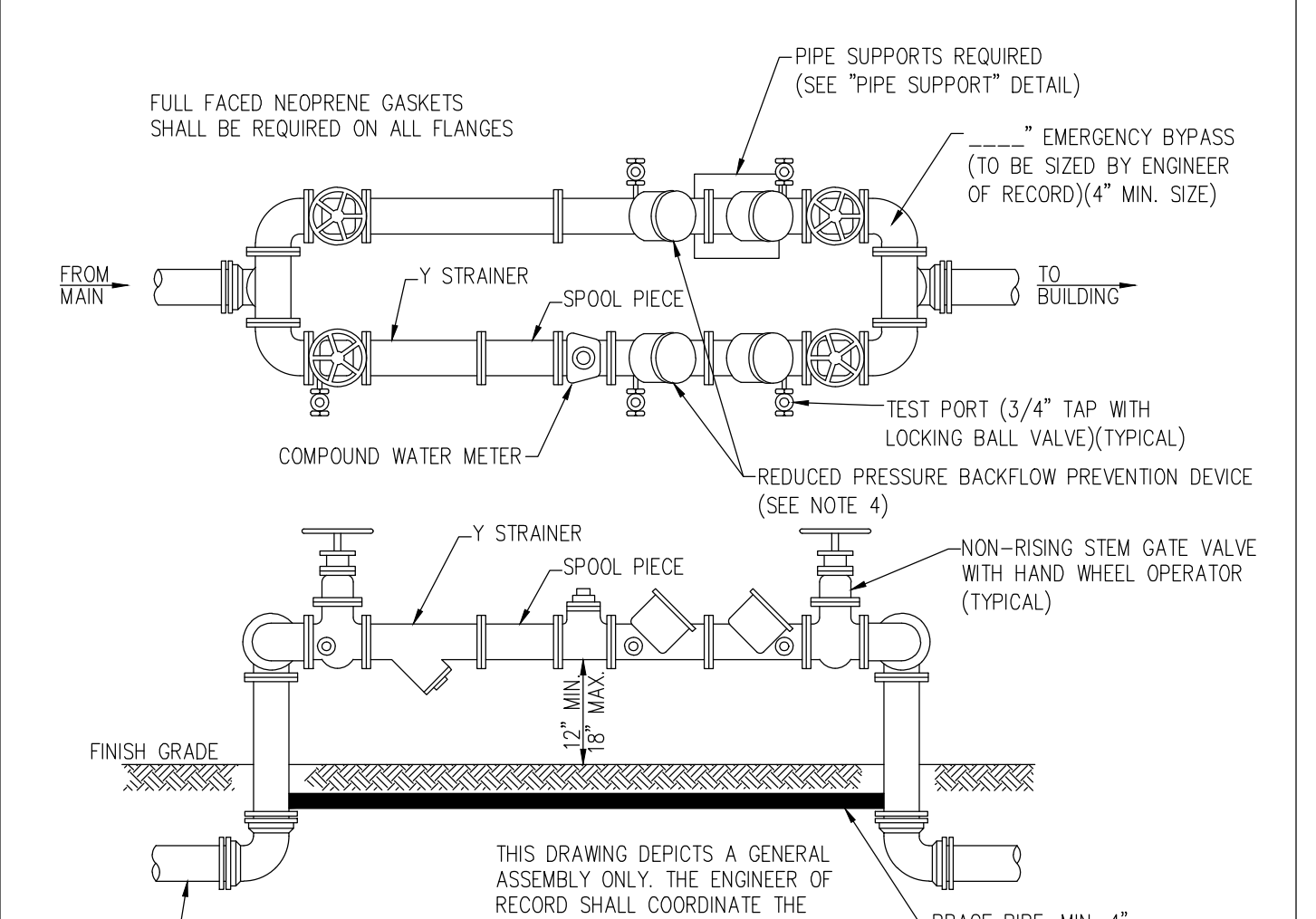
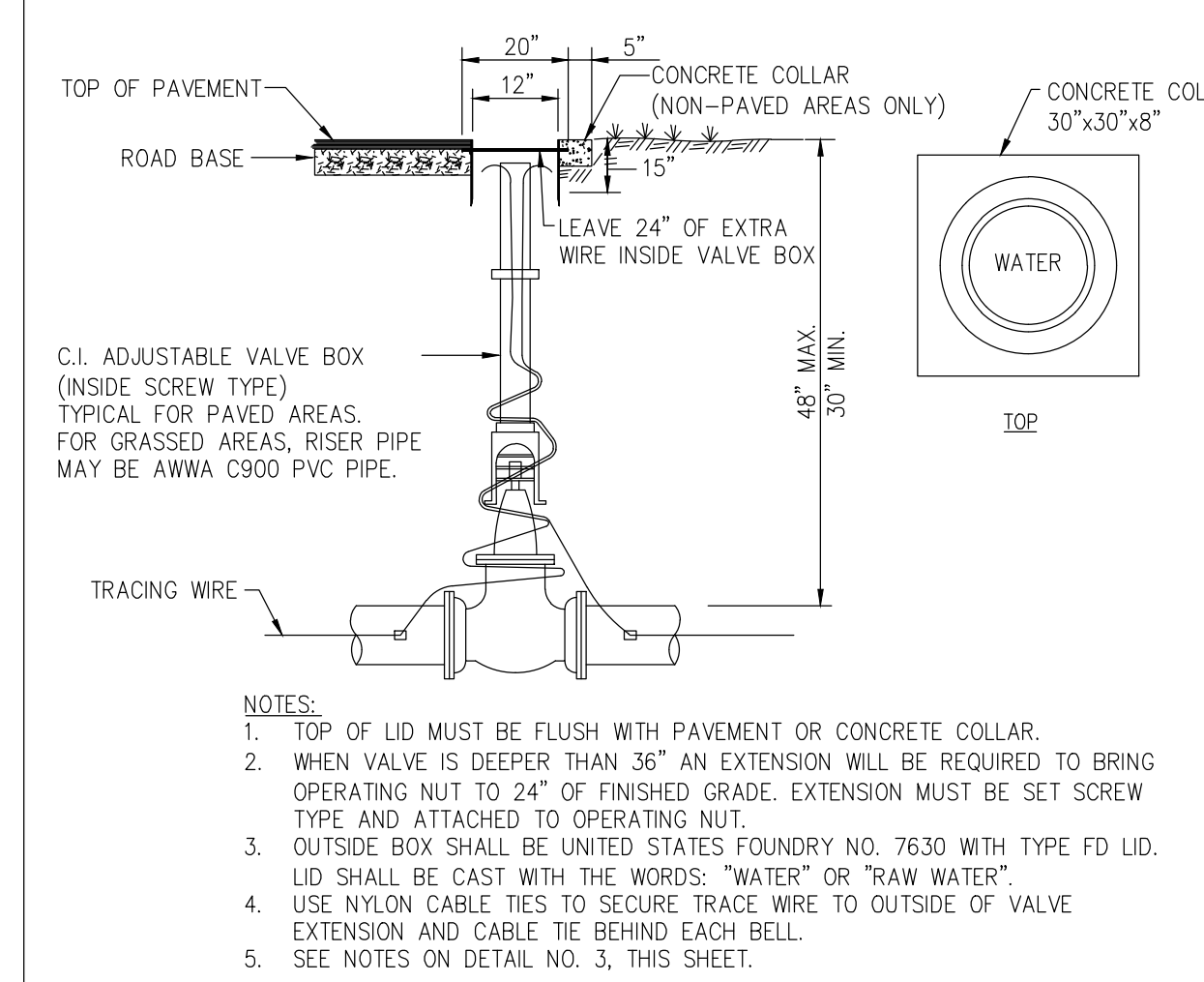
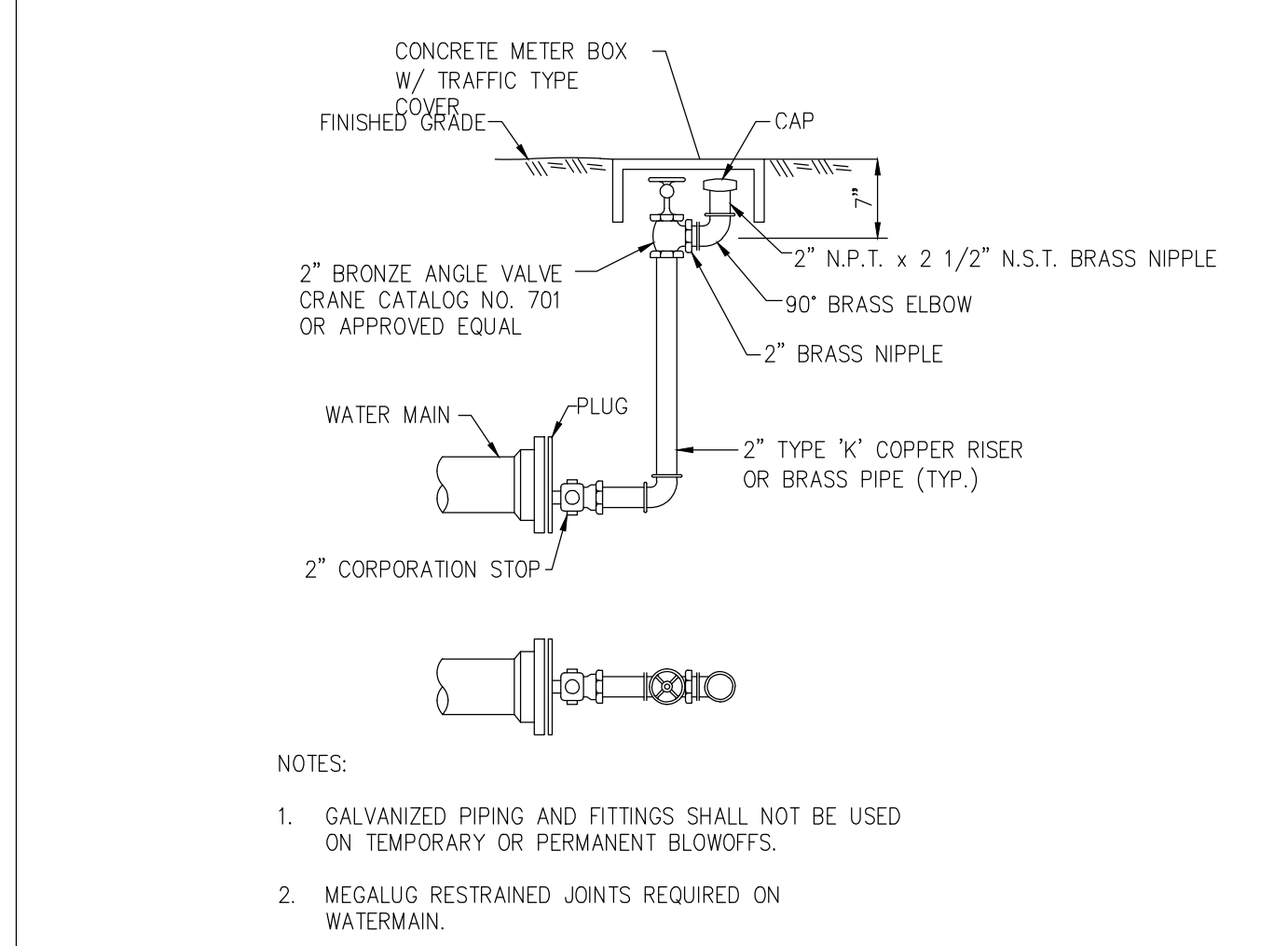
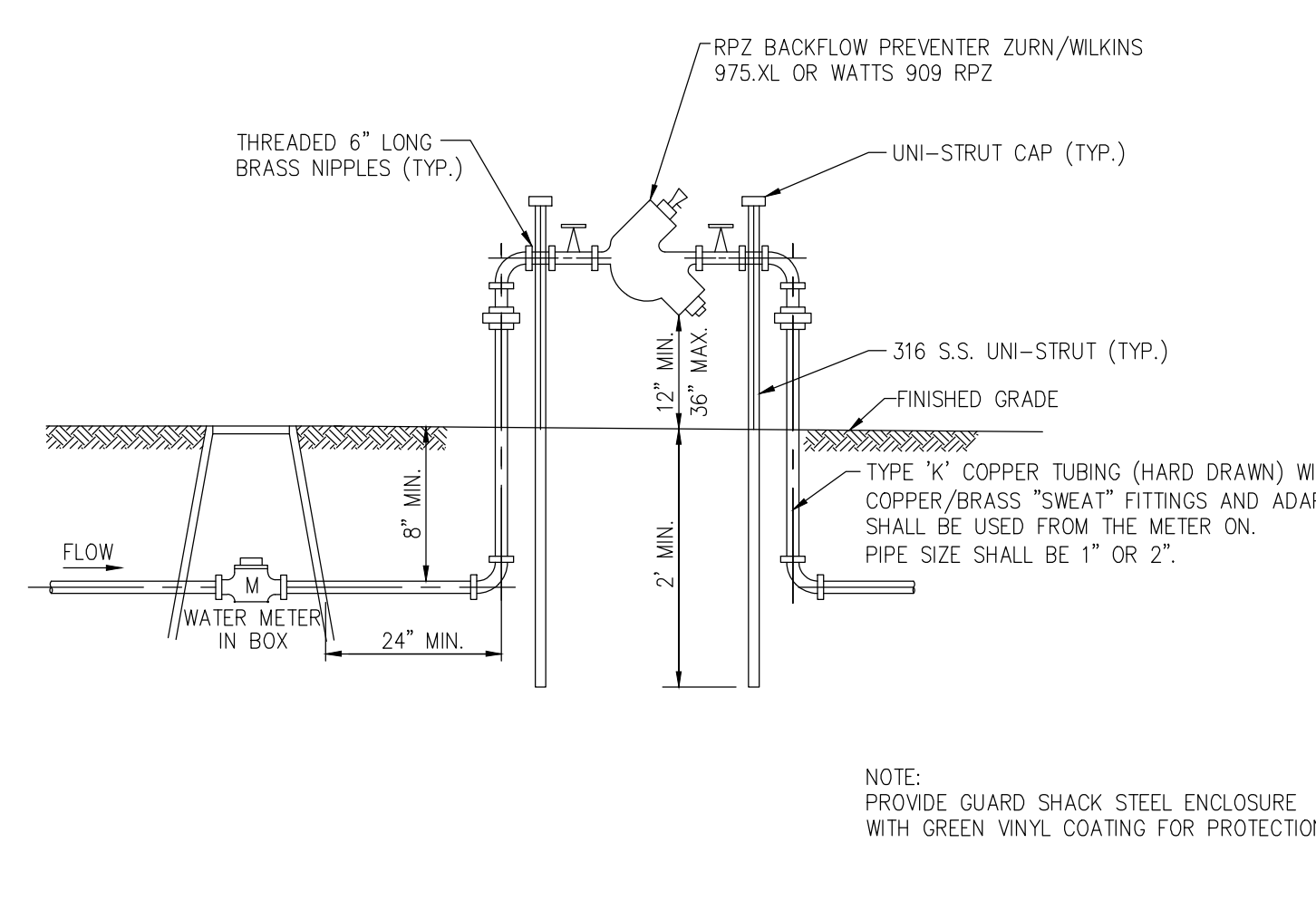


- NOTES:
- SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18", OFFSET AND AT 45° FROM THE CENTERLINE (ON MAINS WITH GREATER THAN 30" OF COVER, SEE DETAIL "A").
  - WHERE NO SIDEWALK EXISTS, METER BOXES SHALL BE SET TO CONFORM TO FINISH GRADE.
  - COPPER TUBING SHALL BE TYPE "K" WITH COMPRESSION FITTINGS. POLYETHYLENE TUBING SHALL BE SDR 9, COPPER SIZE TUBING.
  - ROTATE THE CORPORATION STOP SO THAT THE OPERATING NUT IS ACTUATED FROM THE VERTICAL POSITION RATHER THAN THE HORIZONTAL.
  - COPPER SERVICE LINES SHALL BE CONTINUOUS FROM CORPORATION STOP TO ANGLE METER STOP WITH NO FITTINGS IN BETWEEN.
  - TAPPING SADDLES AND CORPORATION STOPS SHALL HAVE CC THREADS.
  - SERVICE CASING SHALL NOT BE INSTALLED BY WATER JETTING UNDER ROADWAY.
  - GALVANIZED CASING REQUIRED FOR JACK AND BORE IN MOST CASES, SCHEDULE 40 PVC MAY BE USED WITH THE APPROVAL OF THE ENGINEER. CASING SHOULD EXTEND SIX (6) FEET BEYOND EDGE OF PAVEMENT AND SIZED AS FOLLOWS:
    - 1" SERVICE USE 2" CASING
    - 2" SERVICE USE 4" CASING
  - METER BOX TO BE SET TWO FEET BEHIND PROPERTY LINE AND TWO FEET INSIDE SIDE PROPERTY LINE ON EITHER SIDE OF PROPERTY
  - PIPING LAYOUT SHOWN IS TYPICAL FOR 2" SERVICE.

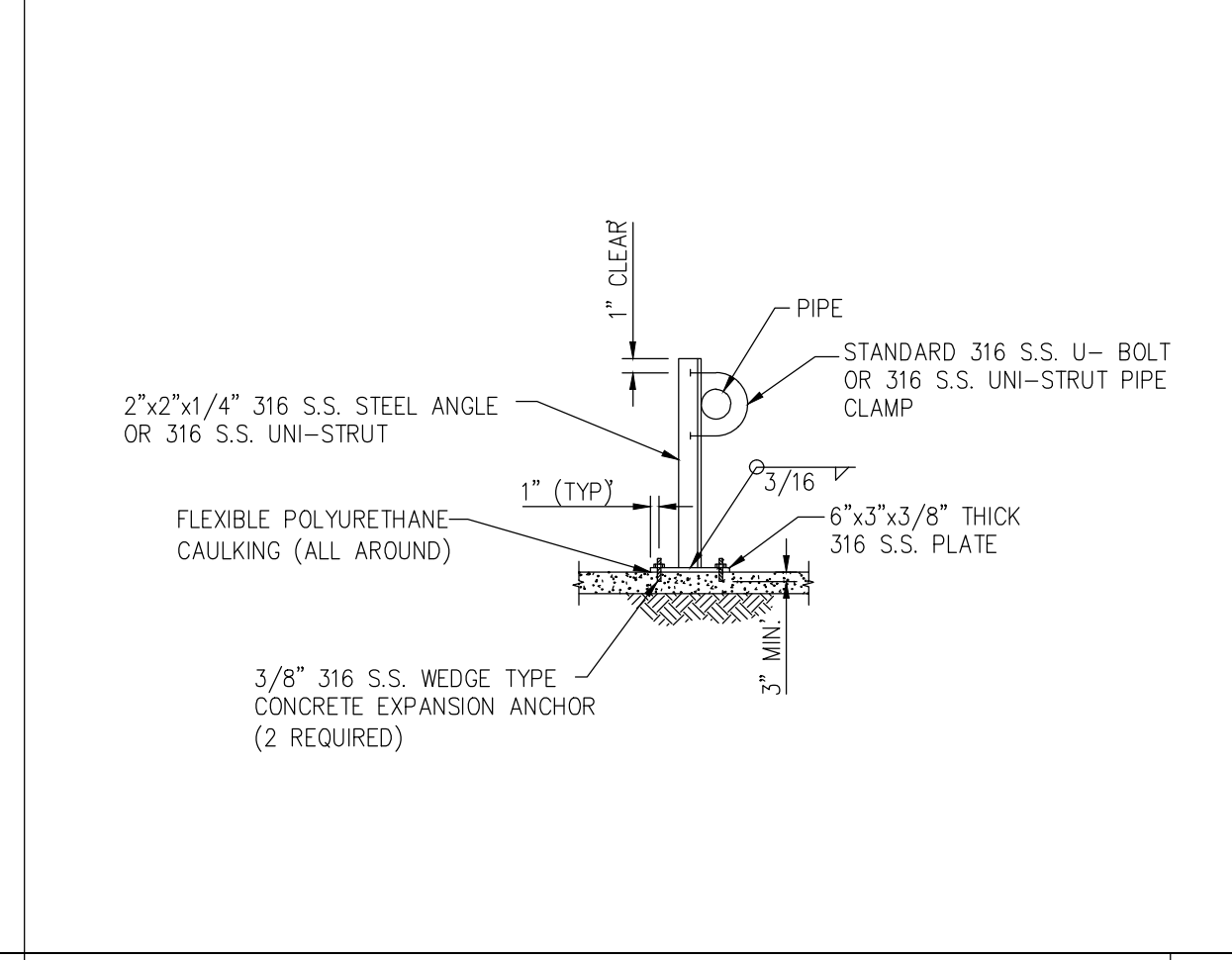
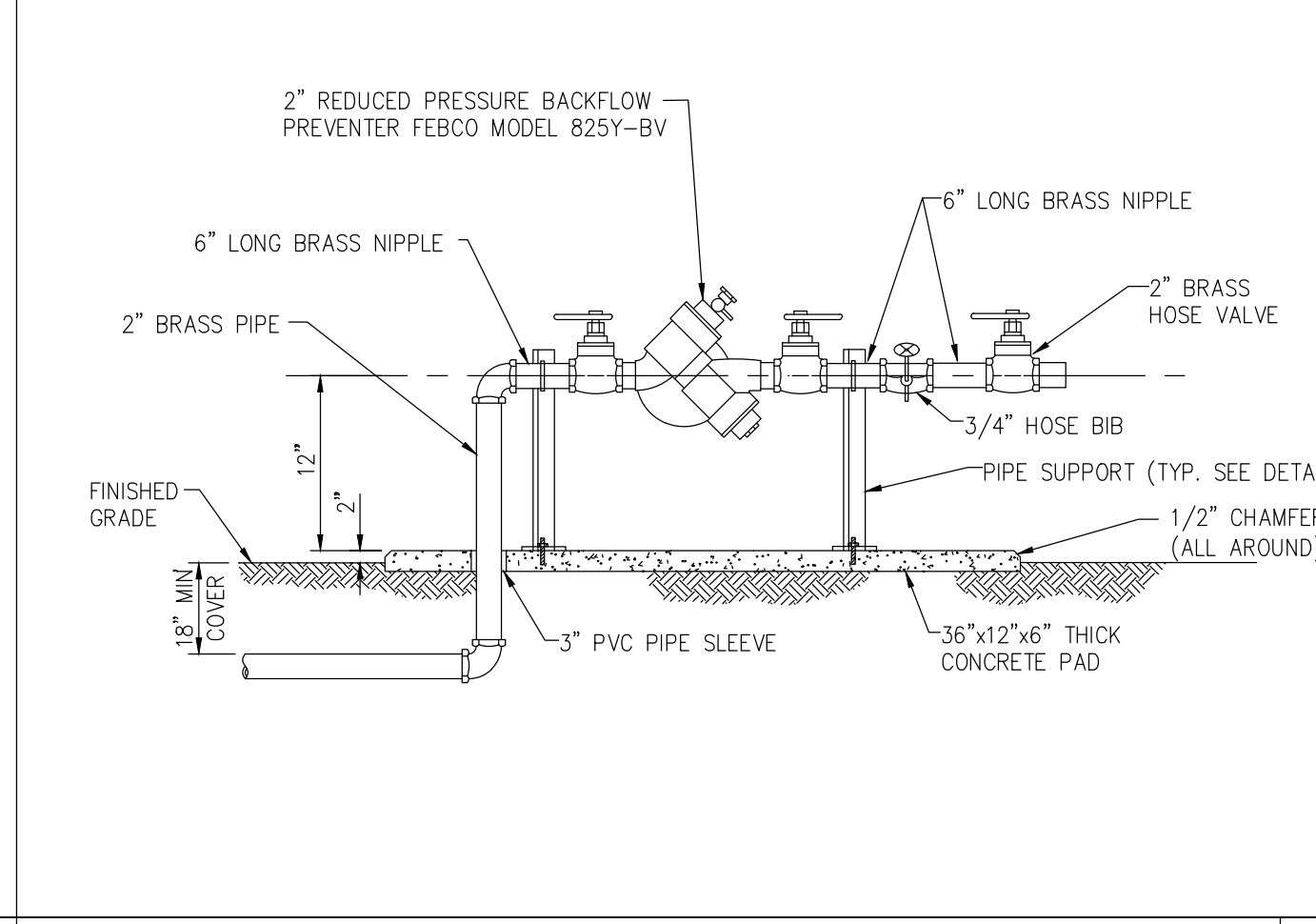
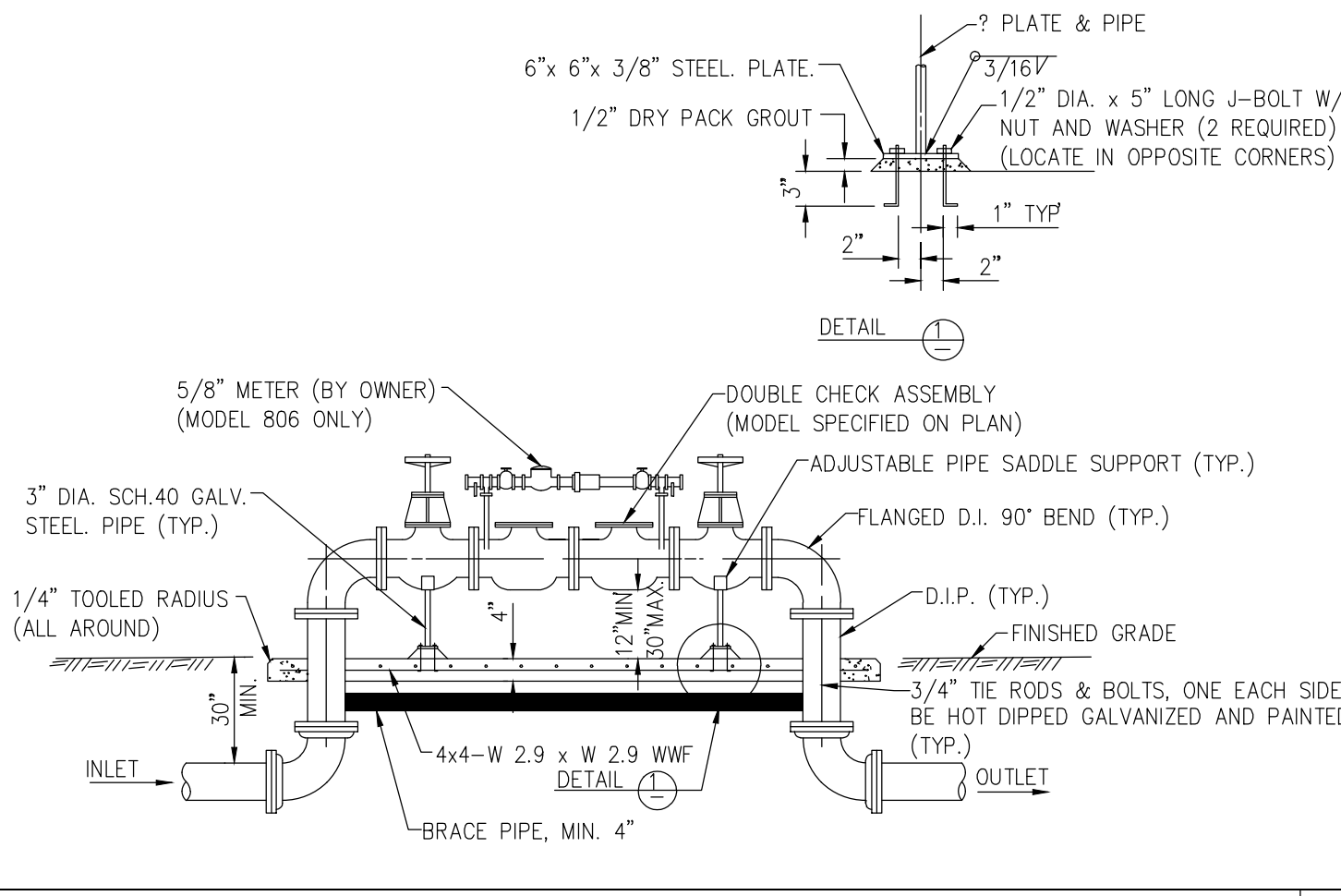
- TAPPING SADDLE 1" - JCM 402-CC  
MULLERS PARTS MATERIAL OR A. Y. McDONALD ONLY
- CORPORATION STOP  
CURB STOP  
ANGLE CURB STOP  
METER COUPLING - 3/4" OR 1"  
U-BRANCH CONNECTION - 1 x 3/4" x 6 1/2"
- MULLER A. Y. McDONALD  
H-15008 XXX  
B-25170 XXX  
H-14265 XXX  
H-10890 XXX  
H-15365 XXX



MULTIPLE WATER SERVICES	1	WATER SERVICE FOR 1" OR 2" PIPE	2	TRACE WIRE	3	WATER AND SEWER SEPARATION CRITERIA	4
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BACKFLOW PREVENTION DEVICE - 3/4" TO 2"	5	2" TERMINAL BLOWOFF	6	VALVE SETTING	7
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- NOTES:
- MECHANICAL JOINT FITTINGS SHALL BE REQUIRED UNDERGROUND AND FLANGED FITTINGS FOR ABOVE GROUND USE, NO UNIFLANGES PERMITTED.
  - PAINT THE ABOVE GROUND ASSEMBLY IN ACCORDANCE WITH CONSTRUCTION STANDARD, AFTER MANUFACTURERS RECOMMENDED SURFACE PREP IS COMPLETED. DO NOT PAINT OVER NAME/SERIAL PLATE, STAINLESS STEEL OR BRASS FITTINGS.
  - PROTECTIVE PIPE STANCHIONS ARE REQUIRED.
  - APPROVED REDUCED PRESSURE BACKFLOW PREVENTER WITH SILICONE RUBBER SEAL RINGS OR DISKS:
    - WILKENS MODEL 375 S, 4" TO 10"
    - AMES MODEL 4000 SSSR, 4" TO 10"
    - AMES MODEL 4000 SSSR, 4" TO 10"
    - AMES MODEL 4000 SSI, 4" TO 10"
  - 3" METER REQUIRES 4" BACKFLOW ASSEMBLY AND PIPING.
  - ALL TEST PORTS SHALL BE PLUGGED WITH BRASS PLUGS.
  - PROVIDE SPOOL PIECES DIRECTLY IN FRONT OF METER. MINIMUM LENGTH TO BE THREE PIPE DIAMETERS.
  - METER TO BE SUPPLIED BY CONTRACTOR. MODEL NUMBER TO BE DETERMINED BY CITY.

DOUBLE CHECK VALVE ASSEMBLY	9	BACKFLOW PREVENTER WITH HOSE BIB	10	PIPE SUPPORT	11	3" AND LARGER METER INSTALLATION AND BACKFLOW ASSEMBLY	12
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This item has been digitally signed and sealed by Alexander Rojas, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

Pegasus Title Services, LLC  
631 Lacerne Avenue, Suite 210  
Lake Worth, FL 33460

Parcel ID: 38-43-44-20-01-033-0060

Space Above This Line For Recording Data

### WARRANTY DEED

**THIS WARRANTY DEED**, made as of the 10th day of May, 2019 by 3322 BOUTWELL RD LLC, a Florida limited liability company, hereinafter referred to as "Grantor," to CREATIVE FINANCING, LLC, a Florida limited liability company, whose post office address 1540 SW 4<sup>th</sup> Circle, Boca Raton, Florida, hereinafter referred to as "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, situated on the premises more particularly described as follows:

That portion of Tract 33, Model Land Co. Subdivision of Section 20, Township 44 South, Range 43 East, according to the map or plat thereof as recorded in Plat Book 5, Page 79, Public Records of Palm Beach County, Florida, more particularly described as follows:

From a point 15 feet South of the North line and 25 feet East of the West line of Tract 33, Model Land Co. Subdivision of Section 20, Township 44 South, Range 43 East, run South on a line parallel to the East line of said Tract 33, 240 feet to the Point of Beginning; thence continue South 150 feet to a point; thence run East on a line parallel to the North line of said Tract 33, 150 feet to a point; thence run North on a line parallel to the West line of Tract 33, 150 feet to a point; thence run West parallel to the North line of Tract 33, 150 feet to the Point of Beginning.

SUBJECT TO taxes for the year of 2019 and subsequent years; comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines) (it not being the intent hereof to reimpose any of the foregoing).

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.

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:  
(As to all Grantors)

3322 BOUTWELL RD LLC,  
a Florida limited liability company

Witness #1 Signature

By: [Signature]  
Deborah J. Winters  
Its: Manager / Member

Witness #1 Printed Name

By: [Signature]  
Stephen Sanguinetti  
Its: Manager / Member

Witness #2 Signature

By: [Signature]  
Joshua Farber  
Its: Manager / Member

Witness #2 Printed Name

By: [Signature]  
Sharon Farber  
Its: Manager / Member

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2019 by Deborah J. Winters; Stephen Sanguinetti; Joshua Farber; and Sharon Farber as the Managers / Members of 3322 BOUTWELL RD LLC, a Florida limited liability company, on behalf of the company, who [ ] are personally known to me or [✓] have produced driver licenses as identification.

SEAL

[Signature]  
Notary Public - State of Florida



Top Certified Copy



April 26, 2020 Revised 01/18/2021 Revised 04/13/2021  
Revised 01/03/2022

City of Lake Worth Beach  
Community Sustainability Department  
1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, FL 33460

RE: 3322 Boutwell Road – Sustainable Bonus Application – Sec. 23.2-33. - City of Lake Worth Sustainable Bonus Incentive Program.

Onsite Features Improvements:

(d) Higher quality or additional open space beyond the requirements of the code.

- 3322 Boutwell road features a central courtyard which allows a safe gathering/recreational area for residents of the community within a private setting. The courtyard provides a higher quality open area & more than the minimum requirements of the underlying zoning (MU-West).

Project Open Area Calculation:

Total Lot Area: 22,500 sf  
Maximum Building Coverage: 50% - 11,250 sf  
Provided Building Coverage: 32% – 7,395 sf  
Total Open Area: 67% - 15,105 sf

(e) Higher quality or additional landscaping beyond the requirements of the code.

Project Landscape Calculation:

Trees Required: 48  
Trees Provided: 56

Shrubs & Ground Cover Required: 459  
Shrubs & Ground Cover Provided: 1204

Total Native Planting Required: 75%  
Total Native Planting Provided: 75%

- (h) Other project components open to the public, or offering a direct community benefit meeting the intent of the comprehensive plan, which are similar to those listed as part of the USGBC's LEED for neighborhood development program, or which include elements of sustainable design such as:

viii. Urban Form:

- Building's Courtyard Shape & span along the property frontages improves & sets the ROW edge & Building line.

~~xxiii. Lighting mitigation (night sky):~~

- ~~— Site lighting shall be equipped with motion & time monitoring systems to reduce excess lighting; reducing light pollution.~~

<b>SUSTAINABLE BONUS - COMMUNITY BENEFIT COST TABLE</b>	
<b>CATEGORY</b>	<b>APPROX COST</b>
(d) Higher quality or additional open space beyond the requirements of the code.	\$ 1,800.00
<i>Site Furniture &amp; Decorative</i>	\$ 1,800.00
(e) Higher quality or additional landscaping beyond the requirements of the code.	\$ 9,000.00
<i>(8) Additional Native Trees</i>	\$ 6,000.00
<i>(745) Additional Shrubs</i>	\$ 3,960.00
<b>Fee in lieu</b>	\$ 10,800.00
<b>SUSTAINABLE BONUS - TOTAL</b>	<b>\$ 21,600.00</b>



April 26, 2020 Revised 01/18/2021 Revised 04/12/2021 Revised 06/11/2021

City of Lake Worth Beach  
Community Sustainability Department  
1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, FL 33460

RE: **3322 Boutwell Road – Planned Development Application - Project Narrative**

Design Description: A courtyard style 2-story multifamily development with on-site surface parking & internal pedestrian circulation network. The building is designed on a square shaped .5 acre lot & will contain 18 dwelling units with a varying mix of studio, 1-bedroom, 2-bedroom apartments; a onsite office space for property management is also included in the building’s program. The proposed total density of the project is 32Du/Acre.

The courtyard style building’s footprint on the property cover only 32% of the lot allowing ample open area for landscape & required perimeter buffers. Neighboring properties comprise of a mid-rise hotel on the North & East frontages & a single family residence on the South frontage of the property.

Project Statistics:

Lot Size:	22,500 sf
Underlying Zoning:	MU-W Mixed Use West
Proposed Use:	Mixed Use – Residential & Office
Proposed Density:	32 Du/Acre
Building Coverage:	7,395 sf 32%
Building Gross Area:	14,596 sf
Setbacks:	
	Front (West): 16’-5”
	Side (North): 10’-0”
	Side (South): 66’-10”
	Rear (East): 15’-0”
Building Height:	21’-8” Median Roof Height.
Parking Provided:	23 Space (1 ADA Parking Space Provided)
Proposed Dwelling Units:	18 Units
Proposed Office Space:	416 sf

Comprehensive Plan Compliance:

Located within Special area of interest "Sub-5" the project follows design guidelines set forth by the comprehensive plan's *Section 5: Guidelines for Sub Areas pg.68*. The referenced guidelines encourage landscape buffers & the creation of safe pedestrian connections throughout the perimeter and interior of properties. Within the subject development, a center courtyard acts as a central node for pedestrian movement inside the property, units facing the rear & primary frontage of the site are provided with private entrances within the perimeter landscape buffers. These private entrances create an "active" façade facing Boutwell Road which both encourages & creates a safe pedestrian access within the perimeter and interior of the development. In addition, native street trees are placed 25' O.C. along the primary frontage as required by the guidelines. Although parallel parking is not being provided in this project, surface parking is being provided justified to the south side the site to limit visibility from the Boutwell Road.

Construction Schedule:

Estimated Commencement: 3<sup>rd</sup> Quarter 2021

Estimated Completion: 3<sup>rd</sup> Quarter 2022

Public Dedication: Not Applicable

Package & Mail Delivery:

- Mail delivery shall be made to (2) exterior shared mail- boxes which shall include small/medium package compartments. Large packages shall be delivered directly to unit doorsteps.

Derogation Request:

**Setback Reduction:** A setback reduction on the Front (west) & Side (North Only) is being requested within this application. The front setback is to be reduced from 20ft MU-W requirement to 15ft & the Side setback reduced from 15ft to 10ft. Both reductions will further allow the project better meet the requirements set forth by the City's comprehensive plan, increasing quality of pedestrian travel through the site & allowing for larger landscape buffers for parking.

**Parking Reduction:** The project's total required parking according to underlying zoning regulation is 24 parking spaces (avg 720 sf), with the application of Mixed-Use parking Reduction. The current submission provides 22 parking spaces + 1 ADA parking space. Due to the small dwelling unit sizes & market the project is designed for a 23 total parking spaces is adequate for the project.

**Impermeable Area Increase:** Increase allowable impermeable area from Base Zoning Allowable 65% Maximum to 69.8%. Increased area is to assure pedestrian connectivity throughout the site, pedestrian paved areas will be of permeable concrete pavers to decrease runoff and improve rate of absorption on site. Increased hardscape area allow for better pedestrian connectivity throughout the site which is essential to the building's character & contribution to the city's "viii. Urban Form"



Conditional Use Narrative:

The proposed use of “Casa Nueva” consists of long-term rental apartments, providing 2-Bedroom, 1-Bedroom, & Studio units. An office/business component is also incorporated into the project to allow professional use office to be part of the uses of the building.

Currently the vacant property neighbors a 4-story Hotel & a single family residence home to the south. The proposed buildings acts as a buffer between intense commercial use on 10<sup>th</sup> Avenue & existing single family homes.



# Multi-Family Submarket Report

## Greenacres

Palm Beach - FL

PREPARED BY

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**MULTI-FAMILY SUBMARKET REPORT**

Submarket Key Statistics	<b>2</b>
Vacancy	<b>3</b>
Rent	<b>6</b>
Construction	<b>8</b>
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Sale Trends	<b>17</b>
Deliveries & Under Construction	<b>19</b>

# Overview

## Greenacres Multi-Family

12 Mo. Delivered Units

**0**

12 Mo. Absorption Units

**(59)**

Vacancy Rate

**5.5%**

12 Mo. Asking Rent Growth

**2.0%**

The city of Greenacres has a population of close to 30,000 and sits in the center of Palm Beach County. The Greenacres submarket spans from Jog Road to the west, South Military Trail and Interstate 95 to the east, Belvedere Road to the north, and Joe Delong Boulevard to the south. With a stock of 5,100 apartments, this is one of the metro's smaller submarkets.

Vacancies are below the metro average, as the submarket has seen limited deliveries and steady demand for this cycle. Rents are well below the metro average, but rent growth is close to the metro average. Prices have appreciated at a rate close to the metro average since 2010.

### KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	824	4.8%	\$1,563	\$1,559	0	0	0
3 Star	2,025	4.8%	\$1,185	\$1,179	(1)	0	0
1 & 2 Star	2,224	6.5%	\$1,057	\$1,044	(4)	0	0
<b>Submarket</b>	<b>5,073</b>	<b>5.5%</b>	<b>\$1,217</b>	<b>\$1,210</b>	<b>(5)</b>	<b>0</b>	<b>0</b>

Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	1.1%	8.3%	6.4%	13.3%	2009 Q3	4.3%	2018 Q1
Absorption Units	(59)	48	(13)	258	2013 Q4	(139)	2007 Q3
Delivered Units	0	44	2	284	2004 Q3	0	2020 Q1
Demolished Units	0	0	1	6	2018 Q1	0	2020 Q1
Asking Rent Growth (YOY)	2.0%	2.7%	1.2%	8.4%	2015 Q4	-5.1%	2008 Q3
Effective Rent Growth (YOY)	2.1%	2.7%	1.3%	8.4%	2015 Q4	-5.1%	2008 Q3
Sales Volume	\$113 M	\$35.6M	N/A	\$119.9M	2018 Q3	\$200K	2009 Q3



Vacancies have been flat and below the metro average over the past few years, as demand kept stable and limited new deliveries came to market in the most recent years.

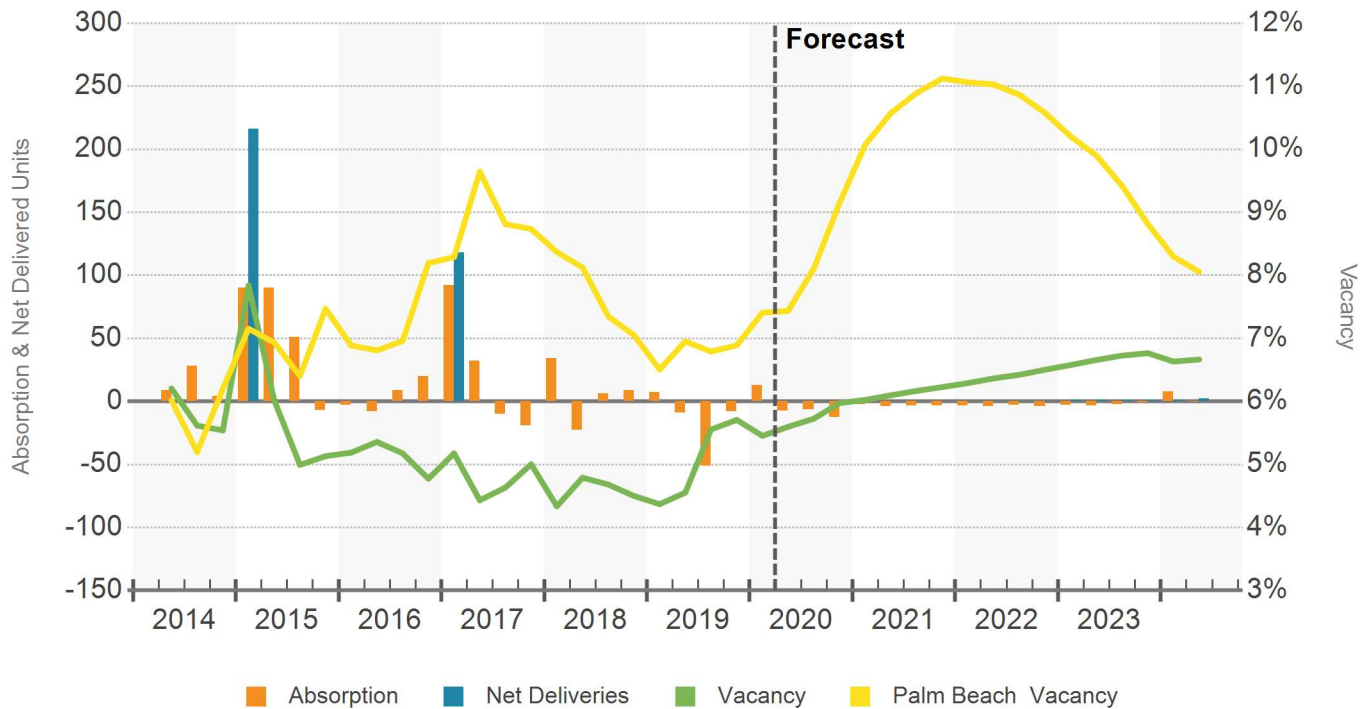
Close to 540 apartments delivered in this submarket over the current economic expansion cycle, increasing its inventory by about 10%. The most recent major delivery in the Greenacres Submarket was The Village at Lake Osborne, a 118-unit property located in Lake Worth. It delivered in January 2017 and stabilized within six months.

The average household income in this area is close to

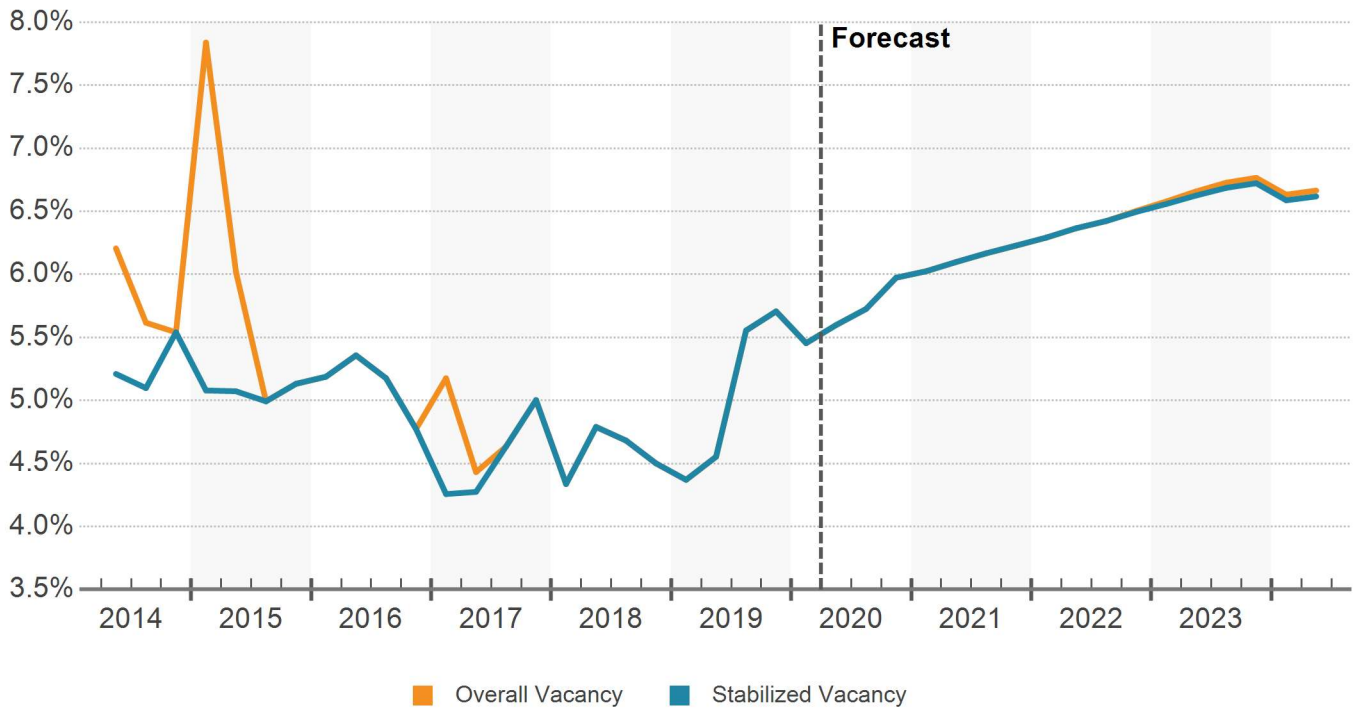
\$53,000, about 40% below the Palm Beach metro average. Close to 85% of the area's stock is 3 Star and below, and Greenacres has some of the most affordable rents across the metro. The area enjoys solid demographics and its population has risen by close to 10% over the past five years, very close to the Palm Beach County average. The gains have been consistent across all population brackets, but more pronounced in the over-40 buckets.

On the back of stable demand and no expected deliveries, the forecast is calling for vacancies to remain relatively unchanged over the next year.

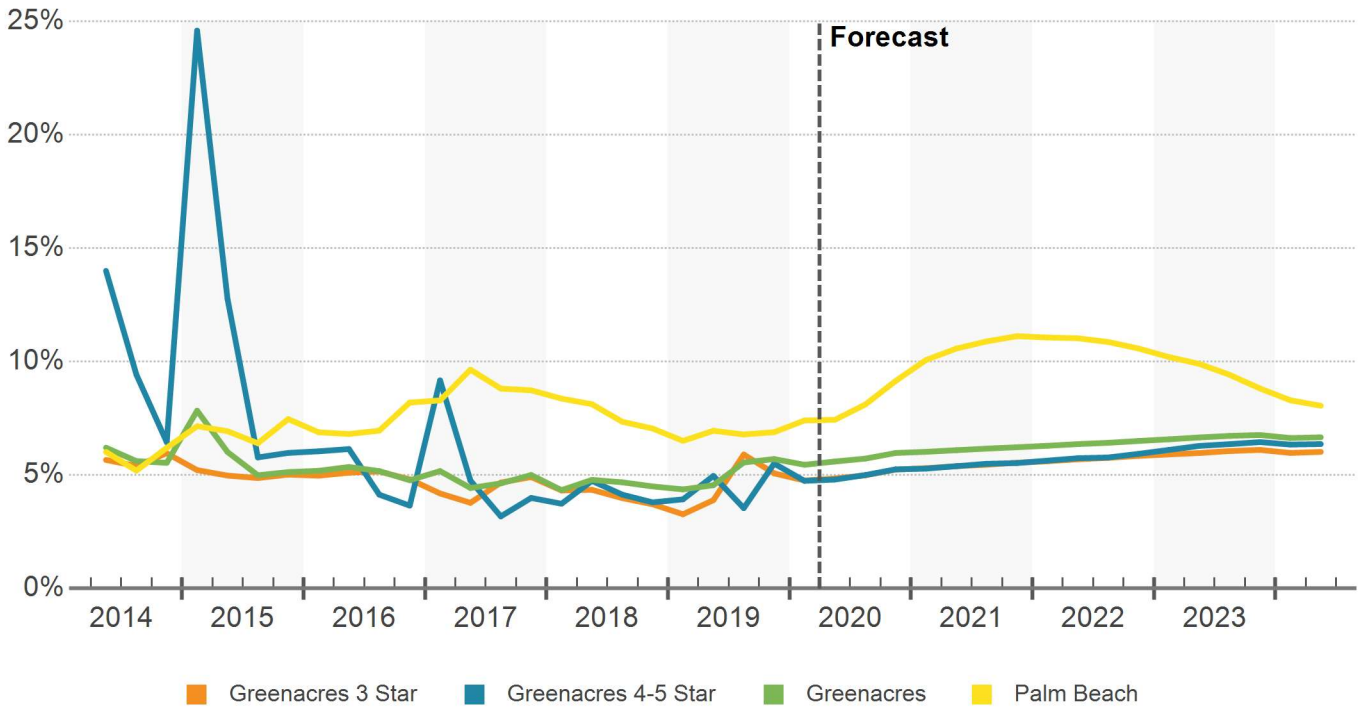
### ABSORPTION, NET DELIVERIES & VACANCY



## OVERALL & STABILIZED VACANCY

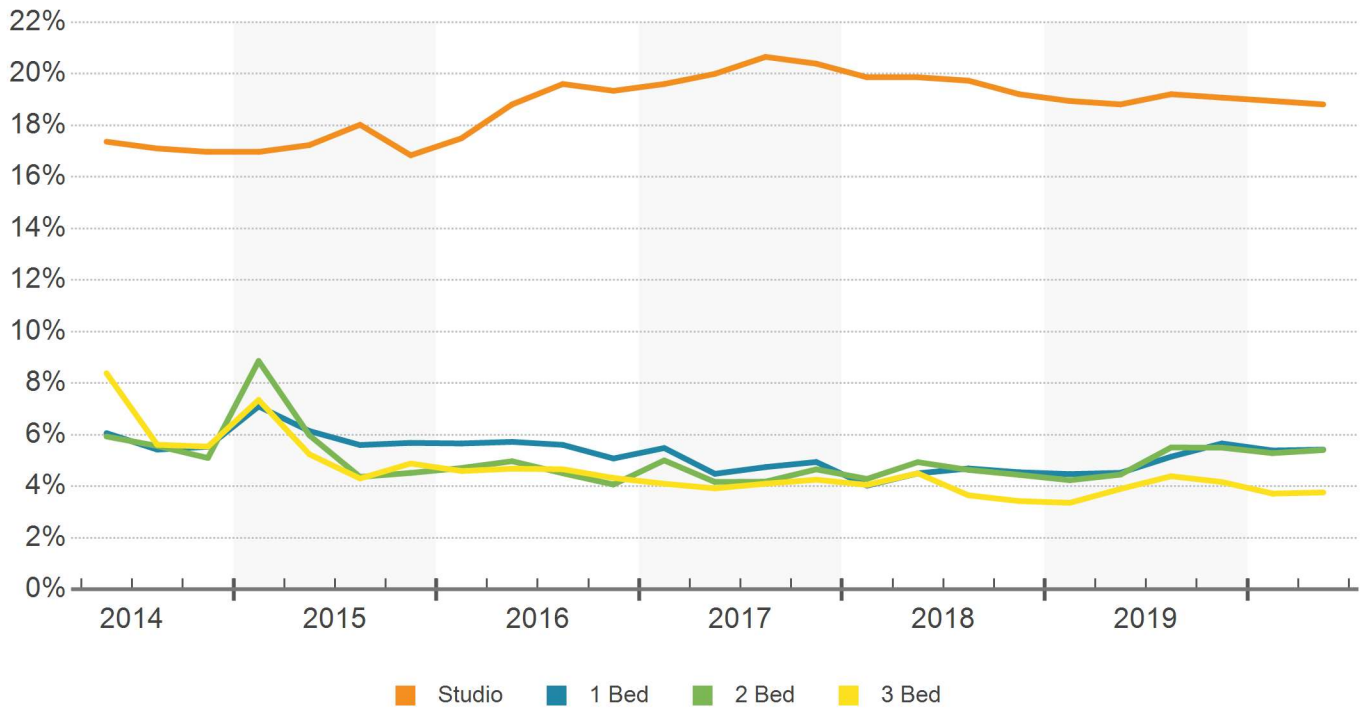


## VACANCY RATE





## VACANCY BY BEDROOM



At roughly \$1,220/month, this submarket has some of the lowest rents in the metro. Annual rent growth currently stands at 2.0%, close to the Palm Beach metro average. Less than 15% of the submarket's stock is comprised of 4 & 5 Star buildings, which register rent growth that is

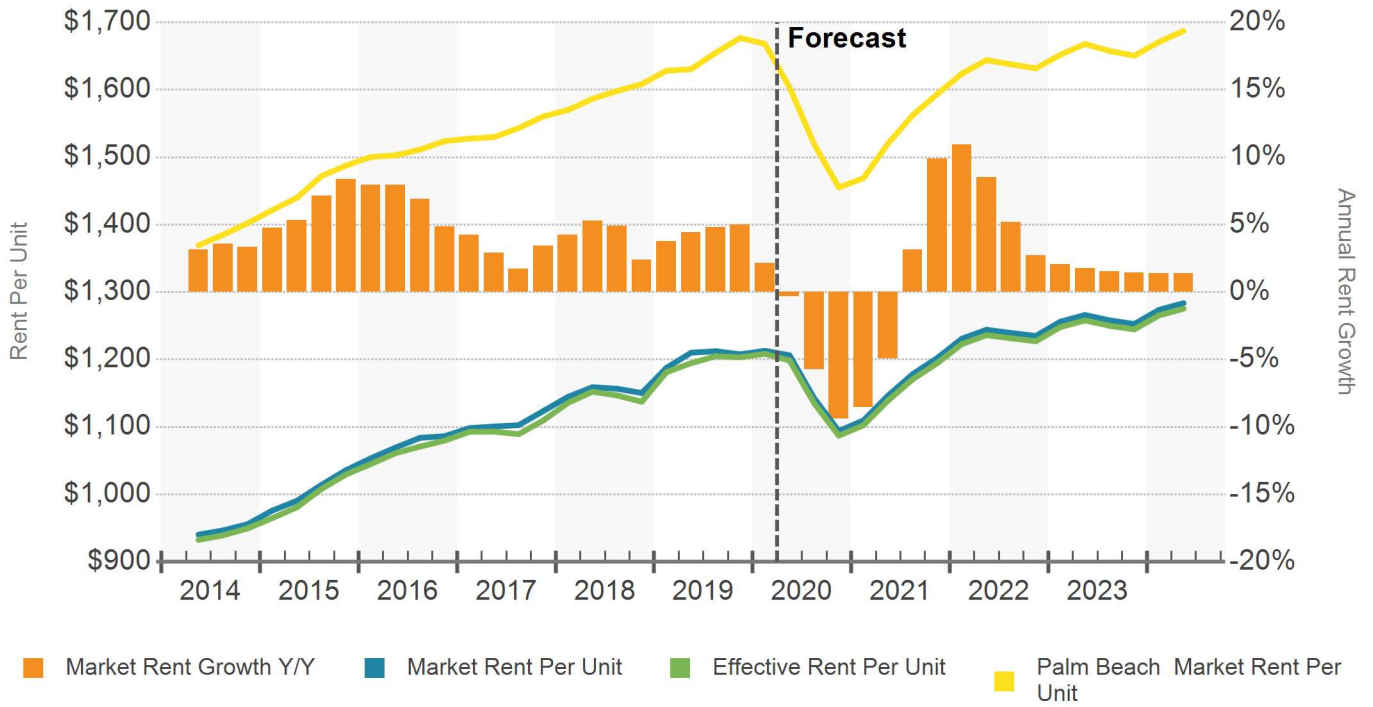
double the submarket average. Properties rated 1 & 2 Star register growth significantly below the submarket average. On the back of stable demand, the forecast is calling for rent growth to remain relatively unchanged over the next year.

### DAILY ASKING RENT PER SF

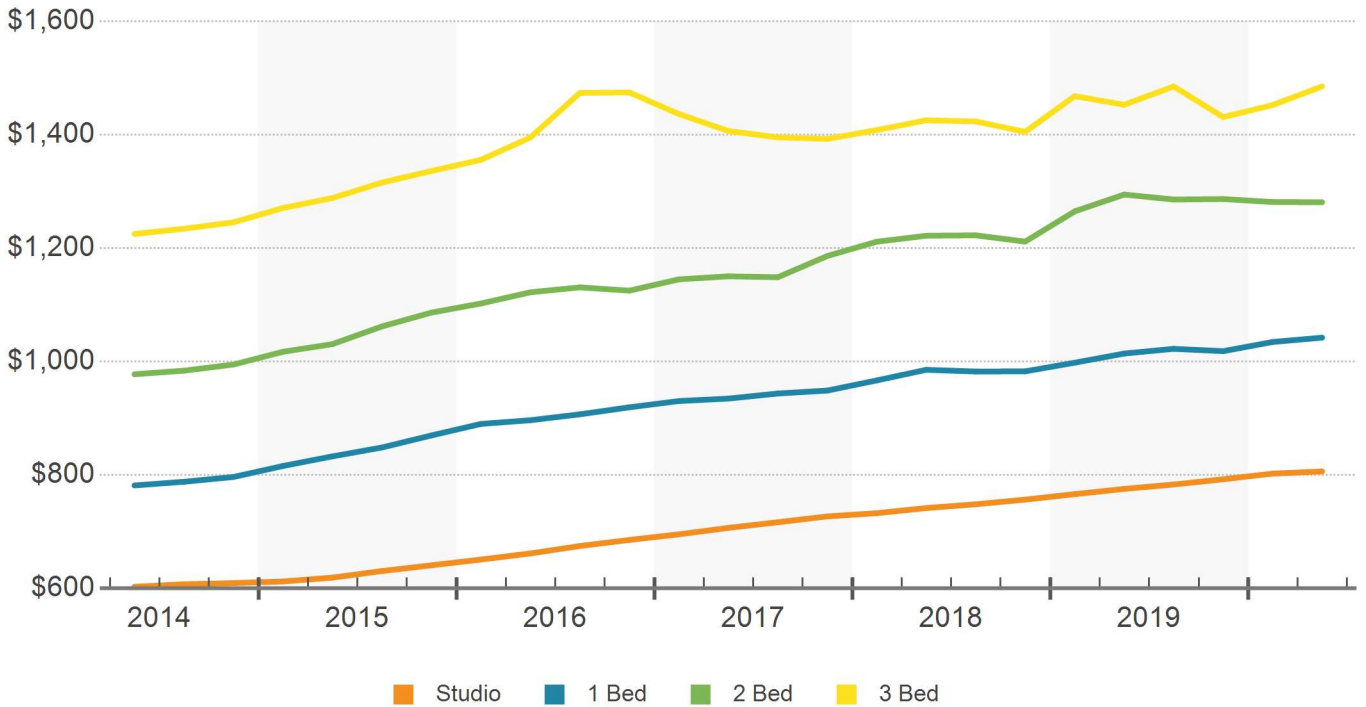




## MARKET RENT PER UNIT & RENT GROWTH

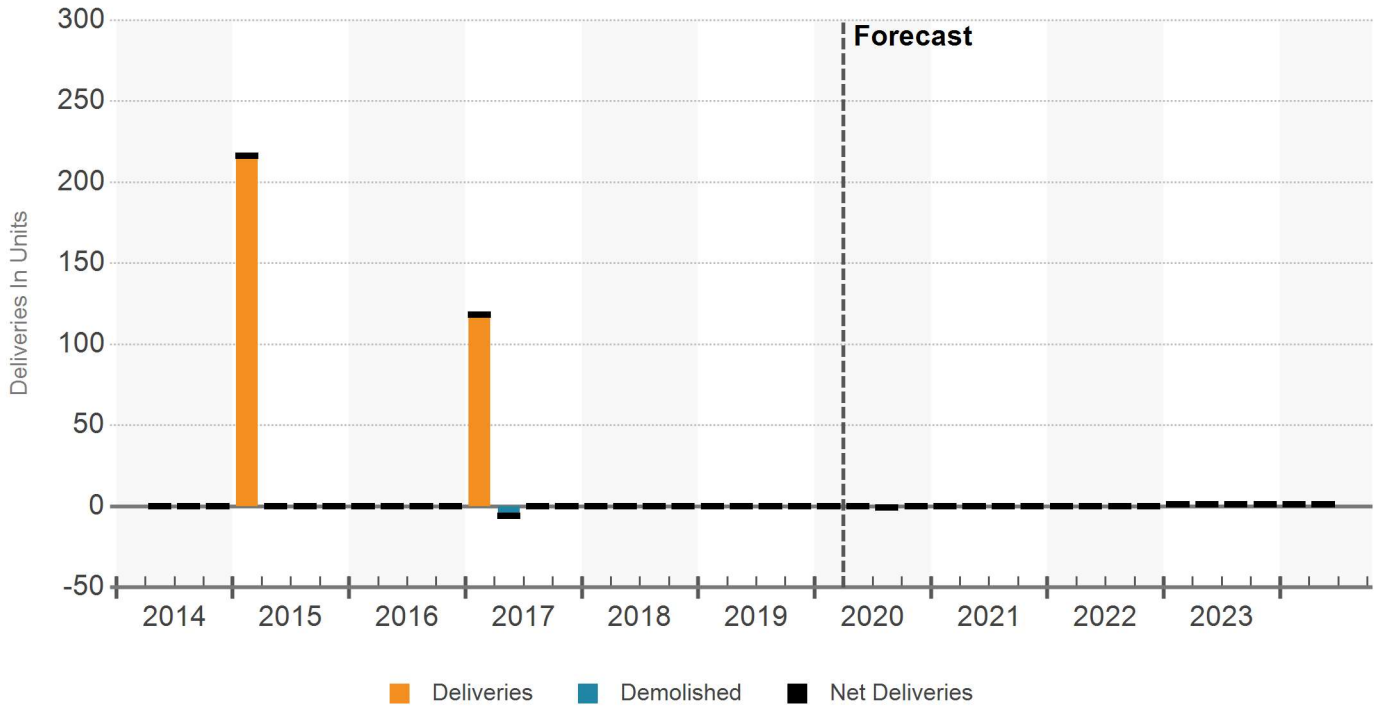


## MARKET RENT PER UNIT BY BEDROOM



The Greenacres Submarket has seen limited deliveries this cycle, and there is currently no considerable construction underway.

### DELIVERIES & DEMOLITIONS





All-Time Annual Avg. Units

44

Delivered Units Past 8 Qtrs

0

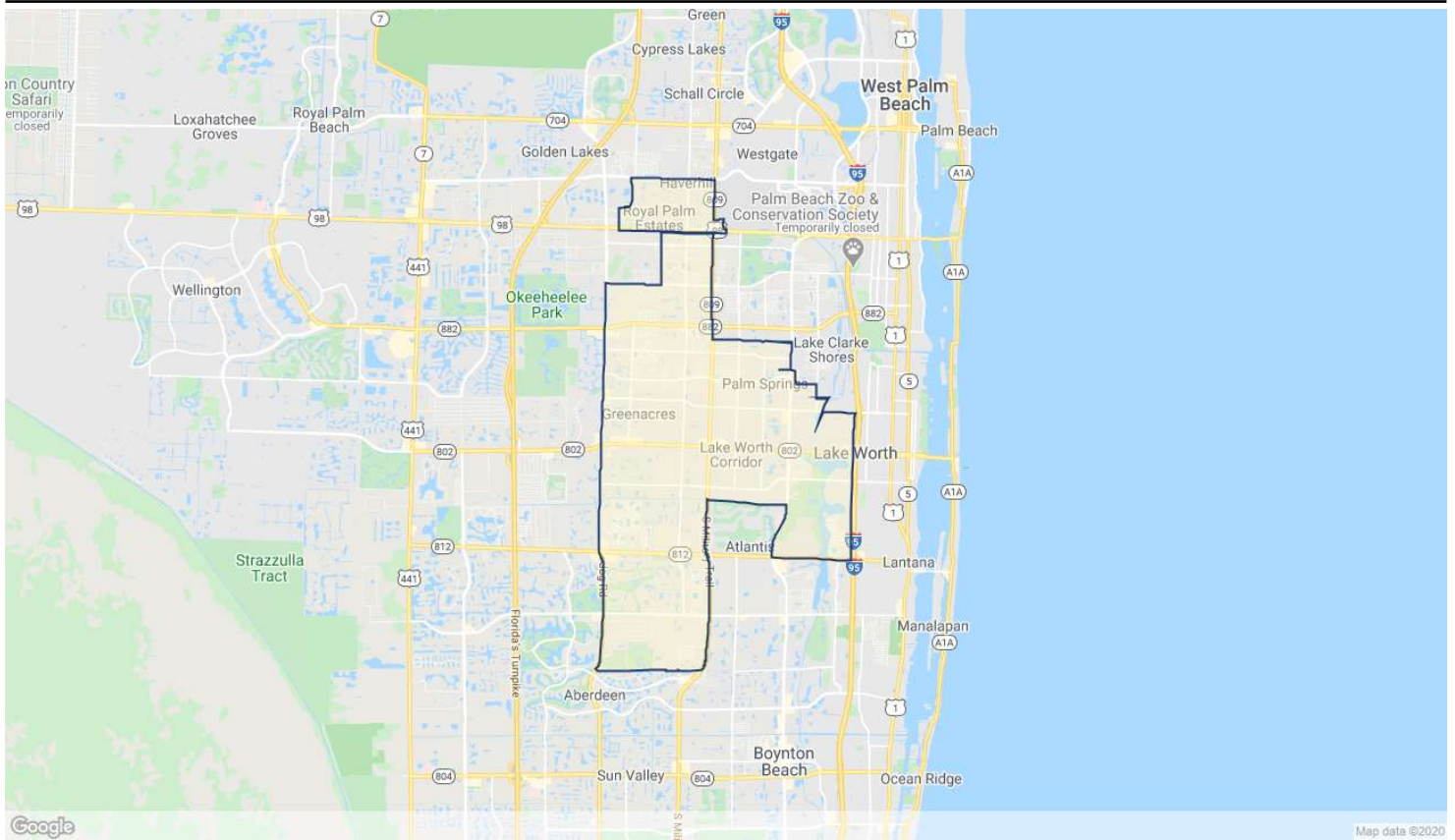
Delivered Units Next 8 Qtrs

0

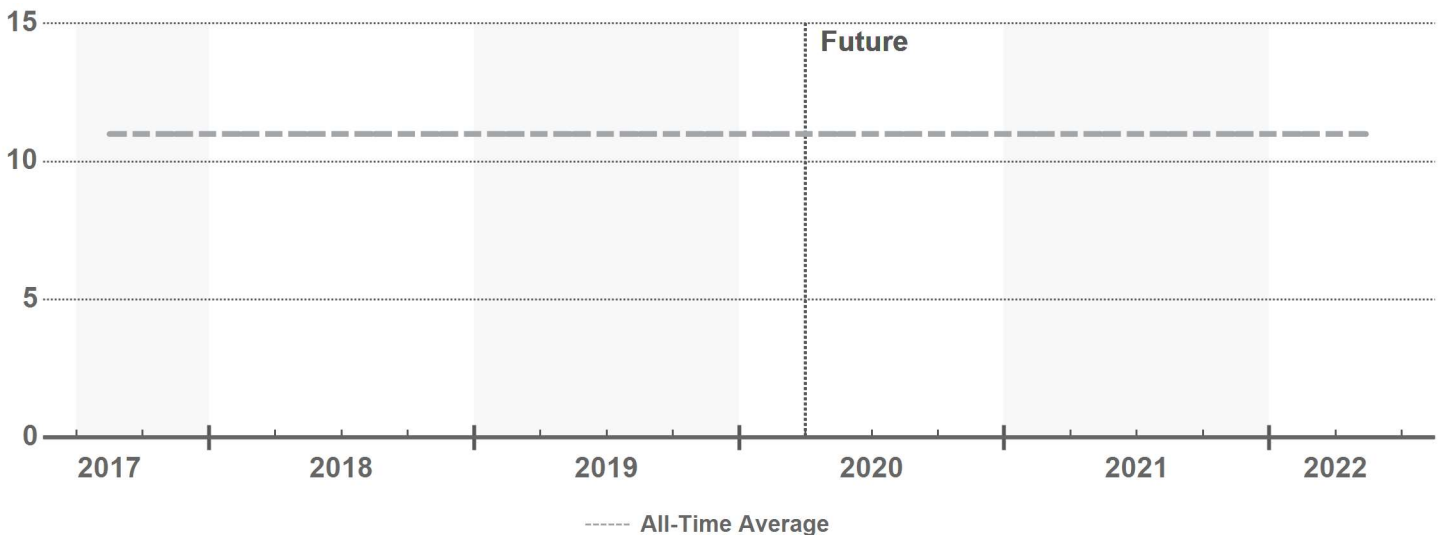
Proposed Units Next 8 Qtrs

0

### PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



### PAST & FUTURE DELIVERIES IN UNITS



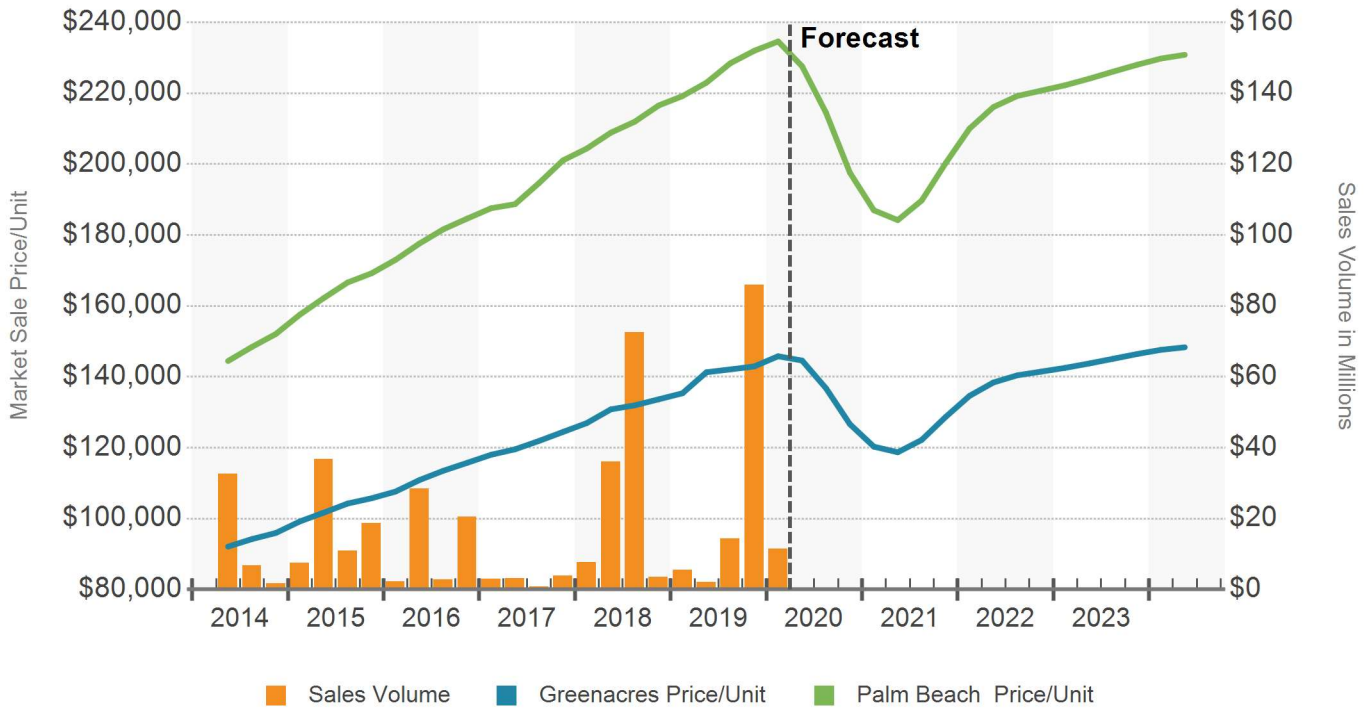
Sales activity over the past few quarters was moderate. Prices have risen by close to 160% since 2010, close to the metro average.

The most significant recent transaction was a portfolio sale involving three properties in the Greenacres Submarket. The sale occurred in October 2019, when ResProp Management sold three apartment communities totaling 683 units to Federal Capital Partners for \$86

million, or approximately \$125,000/unit. The portfolio included Costa Del Lago Apartments, sold for \$31 million; 2508 10th Ave. North, sold for \$35 million; and 550 Kirk Road, sold for \$20 million. The portfolio was 95% occupied at the time of sale.

On the back of favorable economic conditions stable apartment rental demand, the forecast calls for prices to continue rising over the next year.

### SALES VOLUME & MARKET SALE PRICE PER UNIT





# Sales Past 12 Months

## Greenacres Multi-Family

Sale Comparables

Avg. Price/Unit (thous.)

Average Price (mil.)

Average Vacancy at Sale

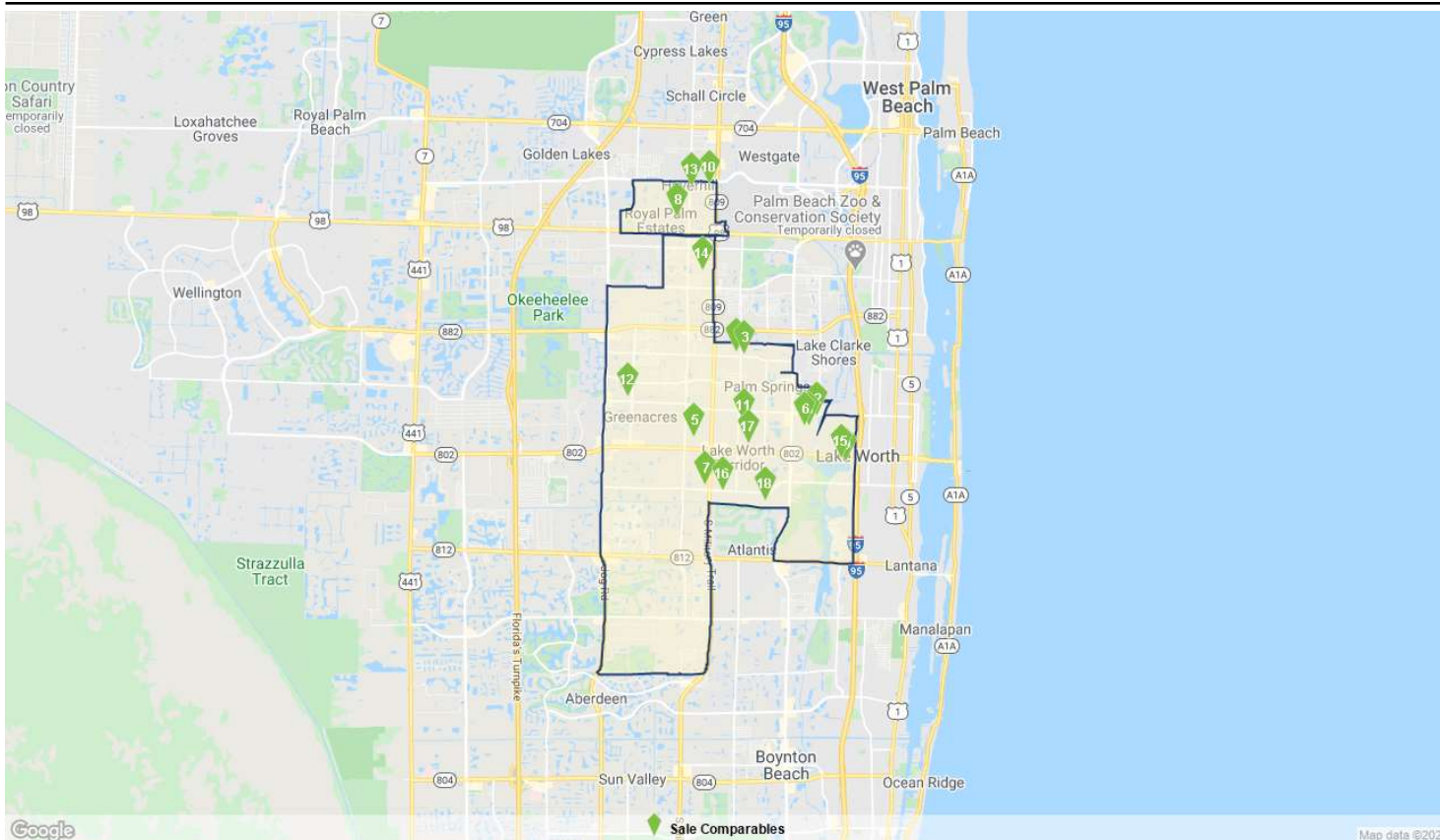
**18**

**\$125**

**\$6.6**

**8.6%**

### SALE COMPARABLE LOCATIONS



### SALE COMPARABLES SUMMARY STATISTICS

Sales Attributes	Low	Average	Median	High
Sale Price	\$230,000	\$6,643,455	\$1,900,000	\$35,000,000
Price Per Unit	\$29,090	\$125,486	\$130,794	\$148,750
Cap Rate	6.5%	7.7%	7.9%	8.7%
Vacancy Rate at Sale	0%	8.6%	0%	93.3%
Time Since Sale in Months	0.7	6.7	7.1	11.5
Property Attributes	Low	Average	Median	High
Property Size in Units	5	50	13	314
Number of Floors	1	1	1	3
Average Unit SF	387	841	840	1,713
Year Built	1945	1971	1974	2006
Star Rating	★★★★★	★★★★★ 2.2	★★★★★	★★★★★

# Sales Past 12 Months

Greenacres Multi-Family

## RECENT SIGNIFICANT SALES

Property Name/Address	Property Information				Sale Information				
	Rating	Yr Built	Units	Vacancy	Sale Date	Price	Price/Unit	Price/SF	
1 Coronado Springs 550 Kirk Rd	★★★★★	1971	314	8.3%	10/29/2019	\$35,000,000	\$111,464	\$146	
2 Costa Del Lago Apartments 2508 10th Ave N	★★★★★	1972	218	5.1%	10/29/2019	\$30,750,000	\$141,055	\$156	
3 Coronado Springs East 2500 Springdale Blvd	★★★★★	1985	151	13.3%	10/29/2019	\$19,750,000	\$130,794	\$138	
4 The Watershed Residence-R... 3431 Helena Dr	★★★★★	1977	40	5.0%	3/31/2020	\$5,588,235	\$139,705	\$149	
5 Mil Race Apartments 3750-3785 Mil Race Ct	★★★★★	1984	30	0%	7/16/2019	\$4,462,500	\$148,750	\$148	
6 The Watershed Residence-R... 3440 Rudolph Rd	★★★★★	1979	28	3.6%	3/31/2020	\$3,911,765	\$139,705	\$149	
7 Wellman Trails Apartments 4655 Wellman Trl	★★★★★	1980	24	0%	9/16/2019	\$3,475,000	\$144,791	\$179	
8 Park On Wallis Apartment Ho... 5201 Wallis Rd	★★★★★	1991	23	4.4%	7/2/2019	\$3,131,250	\$136,141	\$136	
9 Loch Haven 410 Lake Osborne Dr	★★★★★	1953	15	93.3%	3/23/2020	\$1,900,000	\$126,666	\$317	
10 4631-4645 Grove Street, Pal... 4631-4645 Grove St	★★★★★	1969	8	0%	9/19/2019	\$1,100,000	\$137,500	\$161	
11 3874 7th Ave N	★★★★★	1959	6	0%	7/24/2019	\$820,000	\$136,666	\$164	
12 6063 10th Ave N	★★★★★	1985	6	0%	7/18/2019	\$700,000	\$116,666	\$96	
13 Haverhill Homes 920 Haverhill Rd N	★★★★★	1945	8	0%	6/14/2019	\$640,000	\$80,000	\$169	
14 4700 Gardenette St	★★★★★	1978	5	0%	7/2/2019	\$600,000	\$120,000	\$131	
15 Lake Osborne Apts 17 S Detroit St	★★★★★	1948	8	0%	5/7/2019	\$560,000	\$70,000	\$124	
16 4219 Mee Ct	★★★★★	1958	11	9.1%	12/26/2019	\$320,000	\$29,090	\$75	
17 3861 Gulfstream Rd	★★★★★	1945	5	0%	6/28/2019	\$230,000	\$46,000	\$58	
18 4885 Serafica Dr	★★★★★	2006	5	0%	12/11/2019	-	-	-	



### OVERALL SUPPLY & DEMAND

Year	Inventory			Absorption		
	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2024	5,079	5	0.1%	3	0.1%	1.8
2023	5,074	3	0.1%	(10)	-0.2%	-
2022	5,071	0	0%	(14)	-0.3%	0
2021	5,071	0	0%	(13)	-0.3%	0
2020	5,071	(2)	0%	(14)	-0.3%	0.1
YTD	5,073	0	0%	7	0.1%	0
2019	5,073	0	0%	(61)	-1.2%	0
2018	5,073	0	0%	26	0.5%	0
2017	5,073	112	2.3%	95	1.9%	1.2
2016	4,961	0	0%	17	0.3%	0
2015	4,961	216	4.6%	224	4.5%	1.0
2014	4,745	0	0%	32	0.7%	0
2013	4,745	206	4.5%	258	5.4%	0.8
2012	4,539	0	0%	88	1.9%	0
2011	4,539	0	0%	85	1.9%	0
2010	4,539	0	0%	63	1.4%	0
2009	4,539	0	0%	(31)	-0.7%	0
2008	4,539	16	0.4%	46	1.0%	0.3

### 4 & 5 STAR SUPPLY & DEMAND

Year	Inventory			Absorption		
	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2024	833	5	0.6%	4	0.5%	1.2
2023	828	4	0.5%	0	-0.1%	-
2022	824	0	0%	(3)	-0.3%	0
2021	824	0	0%	(2)	-0.3%	0
2020	824	0	0%	2	0.2%	0
YTD	824	0	0%	6	0.7%	0
2019	824	0	0%	(14)	-1.7%	0
2018	824	0	0%	2	0.2%	0
2017	824	118	16.7%	110	13.3%	1.1
2016	706	0	0%	15	2.1%	0
2015	706	216	44.1%	205	29.0%	1.1
2014	490	0	0%	24	4.9%	0
2013	490	206	72.5%	164	33.5%	1.3
2012	284	0	0%	3	1.1%	0
2011	284	0	0%	0	0%	-
2010	284	0	0%	20	7.0%	0
2009	284	0	0%	2	0.7%	0
2008	284	0	0%	(1)	-0.4%	0

### 3 STAR SUPPLY & DEMAND

Year	Inventory			Absorption		
	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2024	2,025	0	0%	(1)	-0.1%	0
2023	2,025	0	0%	(5)	-0.3%	0
2022	2,025	0	0%	(6)	-0.3%	0
2021	2,025	0	0%	(6)	-0.3%	0
2020	2,025	0	0%	(4)	-0.2%	0
YTD	2,025	0	0%	5	0.2%	0
2019	2,025	0	0%	(28)	-1.4%	0
2018	2,025	0	0%	24	1.2%	0
2017	2,025	(6)	-0.3%	(7)	-0.3%	0.9
2016	2,031	0	0%	4	0.2%	0
2015	2,031	0	0%	19	0.9%	0
2014	2,031	0	0%	7	0.3%	0
2013	2,031	0	0%	56	2.8%	0
2012	2,031	0	0%	46	2.3%	0
2011	2,031	0	0%	12	0.6%	0
2010	2,031	0	0%	16	0.8%	0
2009	2,031	0	0%	9	0.4%	0
2008	2,031	16	0.8%	14	0.7%	1.1

### 1 & 2 STAR SUPPLY & DEMAND

Year	Inventory			Absorption		
	Units	Growth	% Growth	Units	% of Inv	Construction Ratio
2024	2,221	0	0%	0	0%	0
2023	2,221	(1)	0%	(4)	-0.2%	0.2
2022	2,222	0	0%	(5)	-0.2%	0
2021	2,222	0	0%	(5)	-0.2%	0
2020	2,222	(2)	-0.1%	(13)	-0.6%	0.2
YTD	2,224	0	0%	(4)	-0.2%	0
2019	2,224	0	0%	(19)	-0.9%	0
2018	2,224	0	0%	0	0%	-
2017	2,224	0	0%	(8)	-0.4%	0
2016	2,224	0	0%	(2)	-0.1%	0
2015	2,224	0	0%	0	0%	-
2014	2,224	0	0%	1	0%	0
2013	2,224	0	0%	38	1.7%	0
2012	2,224	0	0%	39	1.8%	0
2011	2,224	0	0%	73	3.3%	0
2010	2,224	0	0%	27	1.2%	0
2009	2,224	0	0%	(42)	-1.9%	0
2008	2,224	0	0%	33	1.5%	0



### OVERALL VACANCY & RENT

Year	Vacancy			Market Rent				Effective Rent	
	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Per Unit	Per SF
2024	346	6.8%	0	\$1,270	\$1.48	1.4%	(0.1)	\$1,262	\$1.47
2023	344	6.8%	0.3	\$1,253	\$1.46	1.4%	(1.3)	\$1,245	\$1.45
2022	330	6.5%	0.3	\$1,235	\$1.44	2.7%	(7.2)	\$1,227	\$1.43
2021	316	6.2%	0.3	\$1,202	\$1.40	9.9%	19.3	\$1,195	\$1.40
2020	303	6.0%	0.3	\$1,094	\$1.28	-9.4%	(14.4)	\$1,087	\$1.27
YTD	281	5.5%	(0.2)	\$1,217	\$1.42	0.8%	(4.2)	\$1,210	\$1.41
2019	290	5.7%	1.2	\$1,208	\$1.41	5.0%	2.6	\$1,203	\$1.41
2018	228	4.5%	(0.5)	\$1,150	\$1.34	2.4%	(1.0)	\$1,138	\$1.33
2017	254	5.0%	0.2	\$1,124	\$1.31	3.4%	(1.4)	\$1,110	\$1.29
2016	237	4.8%	(0.4)	\$1,086	\$1.27	4.8%	(3.5)	\$1,080	\$1.26
2015	255	5.1%	(0.4)	\$1,036	\$1.21	8.4%	5.1	\$1,030	\$1.20
2014	263	5.5%	(0.7)	\$956	\$1.11	3.3%	0.4	\$950	\$1.10
2013	296	6.2%	(1.4)	\$925	\$1.08	2.9%	(0.2)	\$918	\$1.07
2012	347	7.6%	(1.9)	\$900	\$1.05	3.1%	1.2	\$880	\$1.02
2011	435	9.6%	(1.8)	\$873	\$1.01	1.9%	0.7	\$866	\$1.01
2010	518	11.4%	(1.4)	\$857	\$0.99	1.2%	4.1	\$850	\$0.99
2009	580	12.8%	0.7	\$847	\$0.98	-2.9%	0.4	\$839	\$0.97
2008	550	12.1%	(0.7)	\$872	\$1.01	-3.3%	-	\$864	\$1.00

### 4 & 5 STAR VACANCY & RENT

Year	Vacancy			Market Rent				Effective Rent	
	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Per Unit	Per SF
2024	55	6.6%	0.1	\$1,639	\$1.63	1.3%	(0.1)	\$1,635	\$1.63
2023	54	6.5%	0.5	\$1,617	\$1.61	1.4%	(1.3)	\$1,613	\$1.61
2022	49	5.9%	0.4	\$1,594	\$1.59	2.8%	(7.2)	\$1,590	\$1.59
2021	46	5.5%	0.3	\$1,552	\$1.55	9.9%	16.4	\$1,548	\$1.54
2020	43	5.3%	(0.3)	\$1,411	\$1.41	-6.4%	(15.2)	\$1,408	\$1.40
YTD	39	4.8%	(0.7)	\$1,563	\$1.56	3.6%	(5.2)	\$1,559	\$1.56
2019	45	5.5%	1.7	\$1,508	\$1.50	8.8%	10.7	\$1,501	\$1.50
2018	31	3.8%	(0.2)	\$1,386	\$1.38	-1.8%	(6.0)	\$1,379	\$1.38
2017	33	4.0%	0.3	\$1,412	\$1.41	4.1%	2.8	\$1,404	\$1.40
2016	26	3.7%	(2.3)	\$1,356	\$1.35	1.3%	(12.0)	\$1,350	\$1.35
2015	42	6.0%	(0.5)	\$1,338	\$1.33	13.3%	12.3	\$1,328	\$1.32
2014	32	6.4%	(4.9)	\$1,181	\$1.18	1.0%	(1.6)	\$1,173	\$1.17
2013	55	11.3%	6.7	\$1,169	\$1.17	2.6%	0	\$1,154	\$1.15
2012	13	4.6%	(1.1)	\$1,140	\$1.14	2.6%	(0.5)	\$1,123	\$1.12
2011	16	5.7%	0.3	\$1,111	\$1.11	3.1%	(0.2)	\$1,104	\$1.10
2010	16	5.5%	(6.8)	\$1,078	\$1.08	3.3%	9.4	\$1,070	\$1.07
2009	35	12.3%	(0.6)	\$1,044	\$1.04	-6.1%	(1.1)	\$1,035	\$1.03
2008	37	12.9%	0.4	\$1,112	\$1.11	-5.0%	-	\$1,103	\$1.10

### 3 STAR VACANCY & RENT

Year	Vacancy			Market Rent				Effective Rent	
	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Per Unit	Per SF
2024	125	6.2%	0.1	\$1,237	\$1.46	1.4%	(0.1)	\$1,230	\$1.45
2023	124	6.1%	0.3	\$1,219	\$1.44	1.5%	(1.3)	\$1,213	\$1.43
2022	118	5.8%	0.3	\$1,201	\$1.41	2.8%	(7.2)	\$1,195	\$1.41
2021	112	5.5%	0.3	\$1,169	\$1.38	9.9%	20.2	\$1,163	\$1.37
2020	106	5.2%	0.2	\$1,064	\$1.25	-10.3%	(14.6)	\$1,058	\$1.25
YTD	97	4.8%	(0.3)	\$1,185	\$1.40	0%	(4.3)	\$1,179	\$1.39
2019	103	5.1%	1.4	\$1,185	\$1.40	4.3%	2.1	\$1,181	\$1.39
2018	75	3.7%	(1.2)	\$1,136	\$1.34	2.2%	(2.7)	\$1,116	\$1.31
2017	100	4.9%	0.1	\$1,112	\$1.31	4.9%	(1.8)	\$1,099	\$1.29
2016	98	4.8%	(0.2)	\$1,061	\$1.25	6.7%	(0.2)	\$1,053	\$1.24
2015	102	5.0%	(0.9)	\$994	\$1.17	6.9%	3.3	\$988	\$1.16
2014	121	6.0%	(0.4)	\$930	\$1.09	3.6%	0.2	\$923	\$1.08
2013	128	6.3%	(2.7)	\$897	\$1.05	3.4%	(1.0)	\$892	\$1.05
2012	184	9.0%	(2.2)	\$868	\$1.02	4.4%	2.3	\$846	\$0.99
2011	229	11.3%	(0.6)	\$831	\$0.98	2.1%	(1.3)	\$824	\$0.97
2010	240	11.8%	(0.8)	\$814	\$0.96	3.4%	4.7	\$807	\$0.95
2009	256	12.6%	(0.5)	\$787	\$0.92	-1.3%	0.7	\$780	\$0.92
2008	266	13.1%	0	\$798	\$0.94	-2.0%	-	\$791	\$0.93

### 1 & 2 STAR VACANCY & RENT

Year	Vacancy			Market Rent				Effective Rent	
	Units	Percent	Ppts Chg	Per Unit	Per SF	% Growth	Ppts Chg	Per Unit	Per SF
2024	166	7.5%	0	\$1,097	\$1.40	1.3%	(0.1)	\$1,084	\$1.38
2023	166	7.5%	0.2	\$1,083	\$1.38	1.4%	(1.3)	\$1,070	\$1.37
2022	163	7.3%	0.2	\$1,069	\$1.37	2.6%	(7.2)	\$1,056	\$1.35
2021	158	7.1%	0.2	\$1,041	\$1.33	9.8%	20.4	\$1,029	\$1.31
2020	154	6.9%	0.6	\$949	\$1.21	-10.6%	(13.6)	\$937	\$1.20
YTD	145	6.5%	0.2	\$1,057	\$1.35	-0.4%	(3.4)	\$1,044	\$1.33
2019	141	6.4%	0.9	\$1,061	\$1.36	3.0%	(3.4)	\$1,058	\$1.35
2018	122	5.5%	0	\$1,030	\$1.32	6.4%	5.7	\$1,024	\$1.31
2017	121	5.5%	0.4	\$969	\$1.23	0.7%	(4.5)	\$951	\$1.21
2016	113	5.1%	0.1	\$962	\$1.22	5.2%	(1.3)	\$957	\$1.22
2015	110	5.0%	0	\$915	\$1.16	6.5%	1.7	\$910	\$1.16
2014	110	5.0%	(0.1)	\$859	\$1.09	4.8%	2.5	\$854	\$1.08
2013	112	5.0%	(1.7)	\$820	\$1.03	2.3%	0.8	\$815	\$1.03
2012	150	6.8%	(1.8)	\$801	\$1.01	1.5%	0.9	\$783	\$0.99
2011	190	8.5%	(3.3)	\$789	\$1.00	0.6%	3.9	\$783	\$0.99
2010	263	11.8%	(1.2)	\$785	\$0.99	-3.3%	(1.0)	\$778	\$0.98
2009	290	13.0%	1.9	\$811	\$1.03	-2.3%	1.2	\$804	\$1.02
2008	248	11.1%	(1.5)	\$830	\$1.06	-3.5%	-	\$823	\$1.05



## OVERALL SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2024	-	-	-	-	-	-	\$148,855	240	5.9%
2023	-	-	-	-	-	-	\$146,420	236	5.9%
2022	-	-	-	-	-	-	\$141,472	228	5.9%
2021	-	-	-	-	-	-	\$128,668	208	6.1%
2020	-	-	-	-	-	-	\$126,631	204	6.1%
YTD	3	\$11.4M	1.6%	\$3,800,000	\$137,349	-	\$146,706	237	5.7%
2019	20	\$107.6M	17.1%	\$6,329,975	\$123,831	7.7%	\$142,930	231	5.8%
2018	22	\$119.5M	14.8%	\$6,636,146	\$159,268	7.3%	\$133,651	216	5.9%
2017	9	\$10.6M	1.9%	\$1,518,571	\$111,895	8.4%	\$124,437	201	6.0%
2016	11	\$53.9M	11.2%	\$4,899,490	\$96,758	7.8%	\$115,744	187	6.2%
2015	17	\$73.7M	13.9%	\$4,334,499	\$107,102	7.4%	\$105,742	171	6.4%
2014	10	\$41.9M	14.0%	\$4,653,122	\$62,975	7.7%	\$95,957	155	6.7%
2013	8	\$17.8M	6.6%	\$2,225,925	\$57,259	13.5%	\$88,049	142	7.0%
2012	9	\$34.3M	14.8%	\$3,807,328	\$50,991	8.8%	\$85,074	137	6.9%
2011	10	\$28.3M	12.1%	\$2,827,594	\$51,317	7.7%	\$82,662	133	6.9%
2010	3	\$3.6M	2.2%	\$1,212,250	\$36,368	7.8%	\$75,551	122	7.1%
2009	2	\$1.2M	1.2%	\$596,147	\$22,080	-	\$57,579	93	8.0%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

## 4 &amp; 5 STAR SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2024	-	-	-	-	-	-	\$231,616	248	5.2%
2023	-	-	-	-	-	-	\$227,892	244	5.2%
2022	-	-	-	-	-	-	\$220,087	236	5.2%
2021	-	-	-	-	-	-	\$199,470	214	5.4%
2020	-	-	-	-	-	-	\$196,164	210	5.4%
YTD	-	-	-	-	-	-	\$225,778	242	5.0%
2019	-	-	-	-	-	-	\$221,076	237	5.0%
2018	1	\$44.4M	25.0%	\$44,400,000	\$215,534	4.9%	\$203,306	218	5.1%
2017	-	-	-	-	-	-	\$185,997	199	5.3%
2016	-	-	-	-	-	-	\$171,989	184	5.5%
2015	1	\$35M	29.2%	\$35,000,000	\$169,903	5.6%	\$156,225	168	5.7%
2014	-	-	-	-	-	-	\$144,974	155	5.8%
2013	-	-	-	-	-	-	\$131,620	141	6.1%
2012	-	-	-	-	-	-	\$129,424	139	6.1%
2011	-	-	-	-	-	-	\$123,011	132	6.1%
2010	-	-	-	-	-	-	\$114,379	123	6.3%
2009	-	-	-	-	-	-	\$87,459	94	7.0%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

## 3 STAR SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2024	-	-	-	-	-	-	\$122,349	231	5.5%
2023	-	-	-	-	-	-	\$120,286	227	5.5%
2022	-	-	-	-	-	-	\$116,151	220	5.5%
2021	-	-	-	-	-	-	\$105,471	199	5.7%
2020	-	-	-	-	-	-	\$103,745	196	5.7%
YTD	-	-	-	-	-	-	\$121,026	229	5.3%
2019	4	\$51.1M	18.5%	\$17,033,333	\$136,631	7.9%	\$118,357	224	5.4%
2018	6	\$61.4M	20.1%	\$10,226,583	\$150,391	6.1%	\$108,641	205	5.5%
2017	2	\$4.3M	1.8%	\$2,170,000	\$120,556	6.8%	\$102,594	194	5.6%
2016	3	\$40.3M	20.9%	\$13,447,333	\$94,922	5.5%	\$97,158	184	5.7%
2015	5	\$22.2M	13.0%	\$4,439,295	\$84,078	7.6%	\$90,201	170	5.8%
2014	3	\$14M	9.1%	\$4,670,000	\$76,141	9.0%	\$81,449	154	6.1%
2013	1	\$13.2M	10.7%	\$13,250,000	\$60,780	-	\$76,091	144	6.3%
2012	2	\$1M	1.1%	\$510,000	\$44,348	10.4%	\$71,568	135	6.4%
2011	2	\$17.1M	18.6%	\$8,550,000	\$45,238	9.5%	\$68,470	129	6.4%
2010	1	\$635K	0.8%	\$635,000	\$39,688	9.0%	\$62,938	119	6.6%
2009	-	-	-	-	-	-	\$48,829	92	7.3%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.

## 1 &amp; 2 STAR SALES

Year	Completed Transactions (1)						Market Pricing Trends (2)		
	Deals	Volume	Turnover	Avg Price	Avg Price/Unit	Avg Cap Rate	Price/Unit	Price Index	Cap Rate
2024	-	-	-	-	-	-	\$142,327	243	6.5%
2023	-	-	-	-	-	-	\$140,030	239	6.5%
2022	-	-	-	-	-	-	\$135,401	231	6.5%
2021	-	-	-	-	-	-	\$123,556	211	6.7%
2020	-	-	-	-	-	-	\$121,707	207	6.7%
YTD	3	\$11.4M	3.7%	\$3,800,000	\$137,349	-	\$140,792	240	6.3%
2019	16	\$56.5M	22.3%	\$4,036,398	\$114,161	7.6%	\$136,351	232	6.5%
2018	15	\$13.7M	6.1%	\$1,244,649	\$100,670	8.6%	\$130,615	223	6.5%
2017	7	\$6.3M	2.7%	\$1,258,000	\$106,610	9.1%	\$121,517	207	6.7%
2016	8	\$13.6M	5.9%	\$1,694,049	\$102,670	8.7%	\$111,827	191	6.9%
2015	11	\$16.5M	9.8%	\$1,499,091	\$75,642	7.6%	\$101,190	172	7.2%
2014	7	\$27.9M	21.6%	\$4,644,683	\$57,938	7.0%	\$91,007	155	7.5%
2013	7	\$4.6M	4.2%	\$651,058	\$49,004	13.5%	\$82,793	141	7.9%
2012	7	\$33.2M	29.2%	\$4,749,421	\$51,226	8.4%	\$80,941	138	7.8%
2011	8	\$11.2M	7.8%	\$1,396,992	\$64,601	6.6%	\$80,635	137	7.7%
2010	2	\$3M	3.8%	\$1,500,875	\$35,735	6.6%	\$72,648	124	8.0%
2009	2	\$1.2M	2.4%	\$596,147	\$22,080	-	\$54,476	93	9.0%

(1) Completed transaction data is based on actual arms-length sales transactions and levels are dependent on the mix of what happened to sell in the period.

(2) Market price trends data is based on the estimated price movement of all properties in the market, informed by actual transactions that have occurred.



### DELIVERIES & UNDER CONSTRUCTION

Year	Inventory			Deliveries		Net Deliveries		Under Construction	
	Bldgs	Units	Vacancy	Bldgs	Units	Bldgs	Units	Bldgs	Units
2024	-	5,081	6.8%	-	5	-	5	-	-
2023	-	5,076	6.8%	-	4	-	4	-	-
2022	-	5,072	6.5%	-	0	-	0	-	-
2021	-	5,072	6.2%	-	0	-	0	-	-
2020	-	5,072	6.0%	-	0	-	(1)	-	-
YTD	143	5,073	5.5%	0	0	0	0	0	0
2019	143	5,073	5.7%	0	0	0	0	0	0
2018	143	5,073	4.5%	0	0	0	0	0	0
2017	143	5,073	5.0%	1	118	0	112	0	0
2016	143	4,961	4.8%	0	0	0	0	1	118
2015	143	4,961	5.1%	1	216	1	216	1	118
2014	142	4,745	5.5%	0	0	0	0	1	216
2013	142	4,745	6.2%	1	206	1	206	1	216
2012	141	4,539	7.6%	0	0	0	0	1	206
2011	141	4,539	9.6%	0	0	0	0	0	0
2010	141	4,539	11.4%	0	0	0	0	0	0
2009	141	4,539	12.8%	0	0	0	0	0	0
2008	141	4,539	12.1%	1	16	1	16	0	0



# Drainage Report

**3322 Boutwell Rd.  
Lake Worth, FL 33461**

**April 9, 2021**

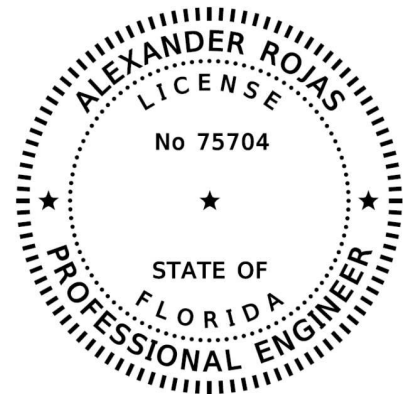
**Project Number 20-002**

**Prepared By:**

**Alexander Rojas, P.E.  
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This item has been digitally signed and sealed by Alexander Rojas, PE on the date adjacent to the seal.  
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.





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## **INTRODUCTION**

This report details the drainage design concept proposed for the construction of a new residential building on a 0.3616-acre lot located at 3322 Boutwell Rd. in the City of Lake Worth, Florida. The Parcel Control Number (PCN) for the subject lot is 38-43-44-20-01-033-0060.

## **SITE DATA**

The proposed covered porch is located on the west side of the existing dwelling. Project 3322 Boutwell is a proposed Multifamily use building located from a point 15 feet south of the north line and 25 feet east of the west line of tract 33, model land company's subdivision of section 20, township 44 south, range 43 east, run south on a line parallel to the east line of said tract, 240 feet to the point of beginning; thence continue south 150 feet to a point; thence run east on a line parallel to the north line of said tract, 150 feet to a point; thence run north on a line parallel to the west line of tract, 150 feet to a point; thence run west parallel to the north line of tract, 150 feet to the point of beginning; said lands lying, being and situated in Palm Beach, Florida.

## **PERMITTING REQUIREMENTS**

The site is situated in South Florida Water Management District's (SFWMD) C-51 Drainage Basin and within Northern Palm Beach County Improvement District's (NPBCID) service area. A new Environmental Resource Permit through SFWMD and a Drainage Permit through NPBCID will be required.

## **DRAINAGE FACILITIES**

The proposed drainage system will be designed in accordance with Palm Beach County's ULDC as well as SFWMD requirements. The system will consist of a (1) catch basins and (2) underground exfiltration trench pipes which will collect and stored the storm water. Water quality treatment will be provided for the On-site retention of the runoff from the 3-year, 1-hour rainfall event or 2.6 inches over the percent of impervious area.

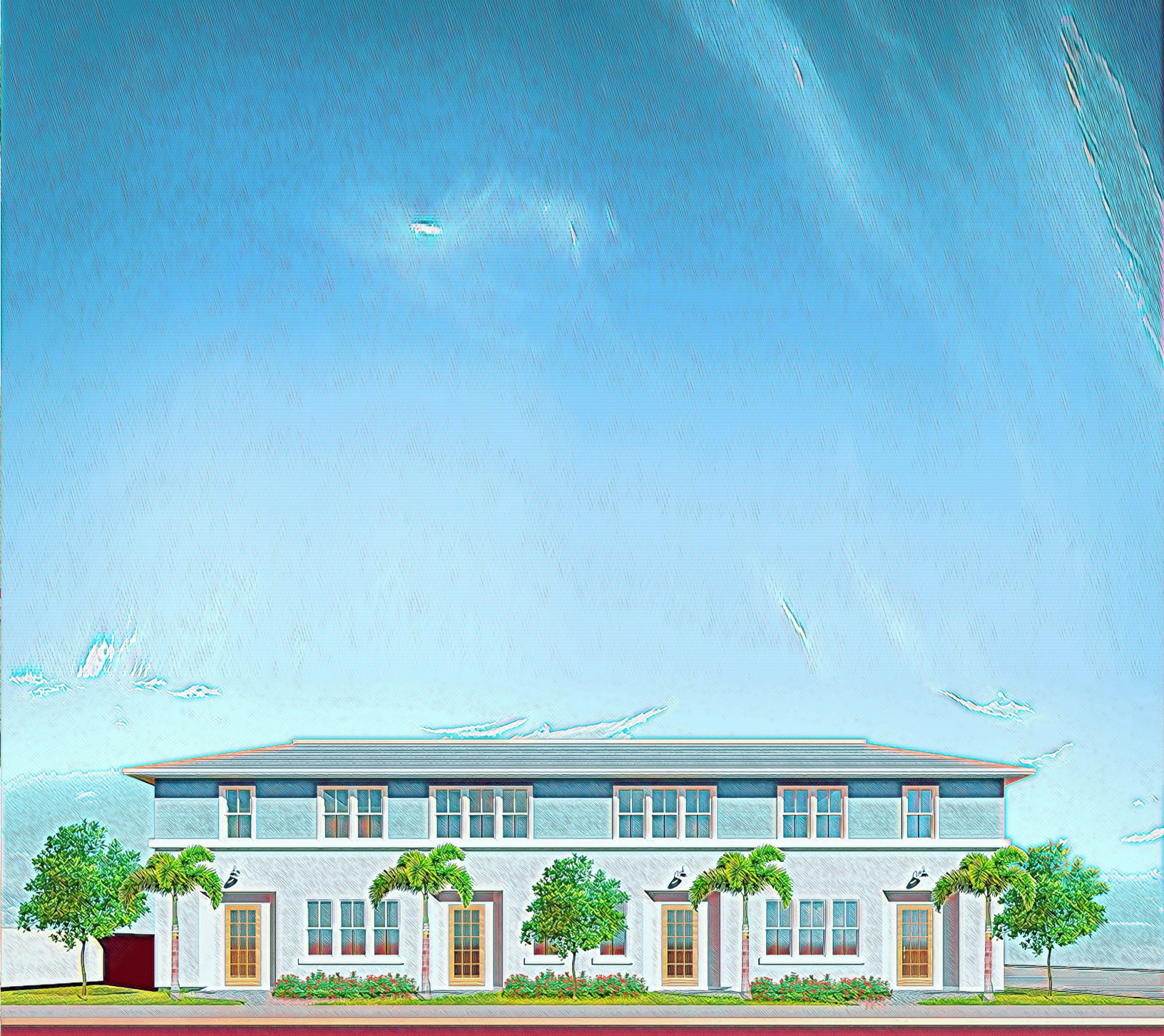
Respectfully,

T.Y.G. Consulting Engineering, LLC



Alexander Rojas, P.E  
Sr. Engineer / Project Manager





# PERVIOUS HARDSCAPE MAINTENANCE & OPERATIONS GUIDE

**CASA BELLA**  
**3322 BOUTWELL ROAD**  
**LAKE WORTH BEACH FL 33461**





## NRMCA Pervious Concrete Pavement Maintenance and Operations Guide

Pervious concrete pavement is a Portland cement-based, rigid permeable pavement that serves not only as the surface layer of a stormwater management system, but also as a vital part of a water filtration system. Beneath the pervious concrete is the second layer of the stormwater system, the base rock, which is an open-graded, stone layer that is used for temporary stormwater detention. When rain falls, the pervious concrete allows on-site infiltration of stormwater. It also filters sediments and pollution from stormwater deposited on the pavement surface.

Because this permeable surface is a filter, like any filter it must be cleaned periodically. Cleaning is performed by vacuuming to remove sediments that have accumulated. The frequency of the vacuuming is directly related to the amount of sediment that the surface receives over time.

The following chart can serve as a *minimal recommendation* for scheduled maintenance:

ACTIVITY	SCHEDULE
Avoid sealing or repaving with impervious materials. In particular, never use asphalt or other tar-type sealers on pervious concrete.	N/A
Visually inspect pervious pavement area to ensure that it: <ul style="list-style-type: none"> <li>• is clean of debris</li> <li>• de-waters between storms</li> <li>• is clean of sediments</li> </ul>	Monthly
<ul style="list-style-type: none"> <li>• Maintain upland and adjacent grassy areas.</li> <li>• Seed upland and adjacent bare areas.</li> <li>• Keep the pervious pavement surface free of sediment by blowing, sweeping or vacuuming.</li> <li>• Excessive water flow carrying debris toward the pavement should be diverted.</li> </ul>	As needed
Inspect the pervious pavement surface for deterioration or spalling.	Annually



## Pervious Concrete Maintenance: Plan and Practice

Maintenance of the pervious concrete pavement is the responsibility of the property owner/manager. The Maintenance Plan should be developed to assure proper maintenance procedures are followed. After the first year of operation, the plan should be reviewed and, if necessary, revised to reflect the actual results of that first period of service. When ownership of the property is transferred, the maintenance plan must be transferred as well.

In general, maintenance of pervious concrete pavement consists of monitoring the surface for sediment buildup, and removing that buildup as needed, to maintain the pavement's permeability. Owners/property managers should follow good housekeeping practices to prevent accumulation of trash, sediment or other debris on the pervious surface. Drainage of all unpaved areas should be directed away from the pervious concrete pavement. If areas are allowed to drain onto the pavement, suspended materials may wash into the void structure of the pervious pavement and reduce the porosity and compromise its service life. Adjacent areas that do drain to the pavement should be kept seeded and maintained to minimize sediment deposition which may increase the frequency of cleaning of the pervious surface. Landscape contractors should be advised of the special precautions required to avoid debris buildup on the pavement surface. Additionally, it is recommended that informational signage be posted to identify the pervious pavement as being part of a

stormwater management system and that particular care should be taken to maintain its peak performance. The first step in creating a maintenance plan is to develop a baseline infiltration rate for your pervious concrete system. ASTM C1701: Standard Test Method for Infiltration Rate of In-Place Pervious Concrete, is the procedure used to determine the infiltration rate of pervious concrete. Performing an initial ASTM C1701 test for a baseline is best done the day that the plastic curing is removed. The pavement has not been in service yet, so this initial baseline measurement will document the optimal performance of the pavement, as constructed, for stormwater management. ASTM C1701 requires three test procedures to be performed for every 25,000 square feet and an average taken of the three tests. This will be the baseline for comparison of all future tests. The original testing locations should be marked or noted in the maintenance log so that future tests can be run at the same locations. A change in the infiltration rate with service will determine the appropriate frequency of maintenance.

### There are three levels of pervious concrete pavement maintenance:

1. **Routine Maintenance:** Should include visual inspection of the pervious pavement to ensure that it is clean of debris and sediments, and that it will dewater between storms. Routine maintenance cleaning procedures would include blowing (with leaf blower or similar equipment), truck-sweeping and/or dry vacuuming. Routine maintenance may help prevent more stubborn clogging by keeping sediment from becoming ground deep into the pavement's void

structure. This routine maintenance should be performed as needed (at least monthly) to keep the entire pervious concrete area clean. Visually inspect the pavement periodically during or immediately following a rain event. Ponding or puddles are signs that it is time to clean the pavement. In some areas, moss growth can be an issue. Moss can be controlled by sprinkling baking soda on the surface, followed by a dry vacuuming within a few weeks. Additionally, moss growth can be retarded/eliminated with lime water applications. Since this pavement is designed to infiltrate water, any surface treatment must be evaluated for environmental impacts to ground water.

2. **Periodic Maintenance:** In areas that see freezing temperatures, it is a good practice to perform periodic maintenance just before winter to insure that the pervious concrete voids are clean and free of non-compressible materials that may inhibit draining and, therefore, could contribute to freeze-thaw damage. Additionally, periodic maintenance may be required following winter to remove any anti-skid materials that may have been used. Proper cleaning procedures would include pressure washing and/or vacuuming the area with either a dry vacuum or a regenerative vacuum sweeper. Care should be taken to avoid extremely high pressures with a pressure washer, as this can degrade the bonding cement paste and increase raveling. Cleaning equipment should allow for the debris to be bagged and removed from the unit so it can be weighed.



## A maintenance log should be completed that records the following:

- Date of service
- Name of individual/company performing service
- Type of maintenance performed
- Amount (lbs.) and type(s) of sediment/debris/other material removed as result of cleaning
- General observations and record of pavement condition
- Name/signature of individual completing the inspection
- Additionally, if ASTM C1701 is performed, the test results and locations should be included in the report. (A sample Maintenance Log is included on page 7 of this guide).

Additionally, if ASTM C1701 was performed, the test results and locations should be included in the report. (A sample Maintenance Log is included on page 7 of this guide).

Routine and periodic maintenance is essential with the goal of avoiding renovation/rehabilitation.

**3. Deep Cleaning/Unclogging:** Over time, deep cleaning/unclogging of pervious concrete pavement may become necessary, particularly if routine and periodic maintenance is not performed. If a pervious concrete pavement system is not periodically cleaned, the void structure system will become clogged with debris over time. Typically, an average infiltration rate decrease of 25% from the initial value, or an infiltration rate less than 100 inches per hour, triggers the need for deep cleaning/unclogging. Neglected projects that had never been cleaned and are completely clogged should be restored to a drainage rate of 100-200 inches per hour, per ASTM C1701, by using specialized cleaning equipment.

## ASTM C1701: Standard Test Method for Infiltration Rate of In-Place Pervious Concrete



Deep cleaning/unclogging is best accomplished by simultaneous pressure washing and vacuuming. Several equipment manufacturers have developed pressure washing/vacuum systems that have proven to rehabilitate the pore structure of pervious pavement. For best results, follow the equipment manufacturer's recommendations. As with the periodic maintenance procedures, when cleaning/unclogging is performed, a maintenance log should be completed and filed with the owner/property manager.

Use of Chemicals to clean pervious concrete should be done with extreme caution to prevent damage to the aquifer, the biological organisms within the pervious system, or the pervious concrete pavement itself.



## Pervious Concrete Maintenance Log

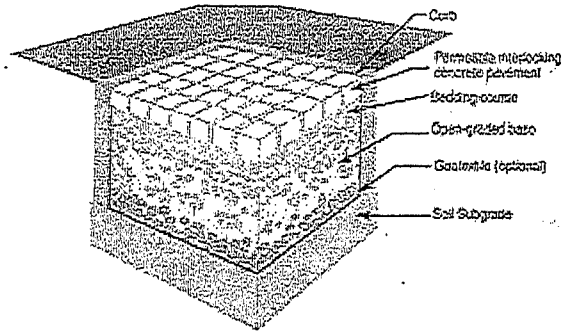
Site Name and Location: \_\_\_\_\_

Initial ASTM C1701 Test Results: \_\_\_\_\_ Inches / Hour

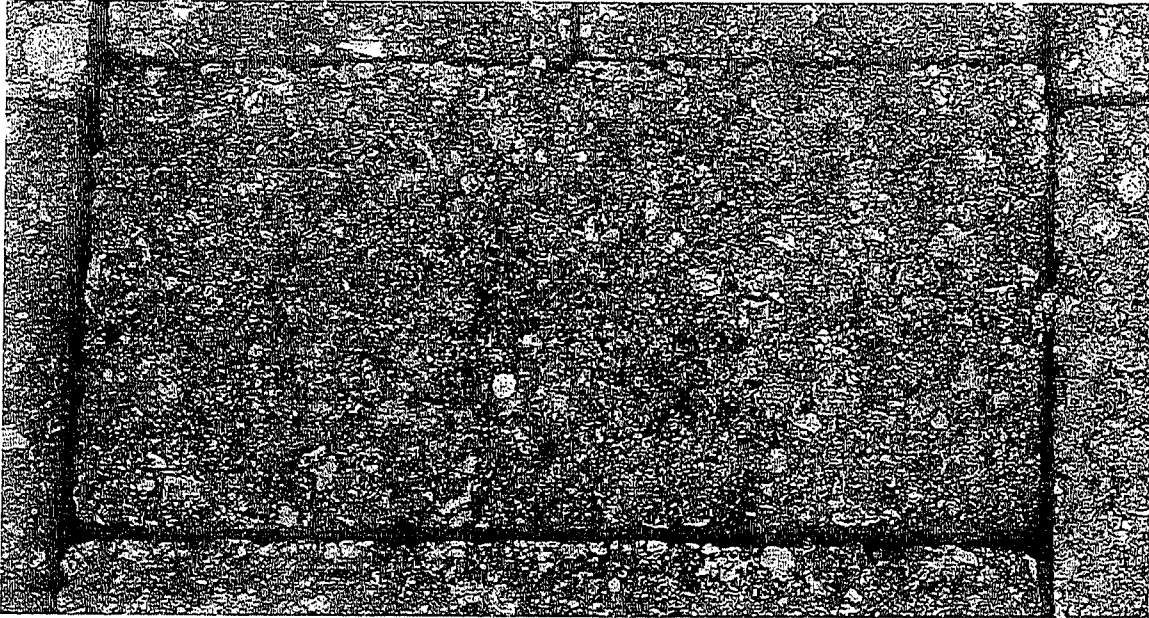
Date of Inspection	Observations/ Pavement Condition	ASTM C1701 Performed?	ASTM C1701 Results	Type of Maintenance Performed	Type and Amount of Debris/Sediment Removed	Maintenance Performed By:	Name/Signature of Inspector
		Yes <input type="checkbox"/> No <input type="checkbox"/>	Before Maintenance <input type="checkbox"/> IN/HR After Maintenance <input type="checkbox"/> IN/HR				
		Yes <input type="checkbox"/> No <input type="checkbox"/>	Before Maintenance <input type="checkbox"/> IN/HR After Maintenance <input type="checkbox"/> IN/HR				
		Yes <input type="checkbox"/> No <input type="checkbox"/>	Before Maintenance <input type="checkbox"/> IN/HR After Maintenance <input type="checkbox"/> IN/HR				
		Yes <input type="checkbox"/> No <input type="checkbox"/>	Before Maintenance <input type="checkbox"/> IN/HR After Maintenance <input type="checkbox"/> IN/HR				



**Tremron**  
GROUP *we make it easy*



## Pervious Pavers



The porous appearance of these units allows rainfall to directly enter and pass through because concrete has no fines. Like other pavers, the units are fitted together over bedding, pea gravel is recommended. Sanding the joints is not recommended as this could clog the pavers. Porous units do not meet the requirements of ASTM C 936; however, these units have strength of 4,000+ psi with a permeability of over 40 inches per hour.

The best use is for pedestrian areas, bicycle paths, and residential applications. We offer pervious pavers in our 4x8, Old Towne, 6x9, and 6x6 profiles and in all of our standard blends.

Some of the benefits:

- Reduction of runoff by as much as 100% from frequent, low-intensity and short duration storms.
- Increased recharge of ground water.
- Eliminates flooding and puddling in parking lots
- Reduction or elimination of retention ponds
- Conservation of space on site and reduction of impervious cover

More info is available at ICPI website; [http://www.icpi.org/design/permeable\\_pavers.cfm](http://www.icpi.org/design/permeable_pavers.cfm)

Tremron Group, Arcadia (863) 491-0990 [www.tremrongroup.com](http://www.tremrongroup.com)



Q O R E

PROPERTY SCIENCES

Plant: Tremron – Arcadia, Florida  
 Client: Tremron  
 Unit ID: Echo Stone Pervious Pavers, 7/9/07

Job No: 27772  
 Report No: 347424  
 Report Date: 7/24/07  
 Received Date: 7/12/07

### TESTING OF SOLID CONCRETE PAVING UNITS

Compressive Strength – test date 7/23/07 at 14 days of age

Unit No.	4A	4B	4C	Average
Received weight, lbs	9.17	9.29	9.53	9.33
Width, inches	6.26	6.32	6.32	6.30
Height, inches	2.40	2.37	2.40	2.39
Length, inches	9.42	9.42	9.43	9.42
Saw-cut length, inches	4.71	4.77	4.70	4.73
Net Area, in <sup>2</sup>	29.48	30.15	29.70	29.78
Load, lbs	139,380	132,760	137,850	136,660
Compressive Strength, psi	4,730	4,400	4,640	4,590

Compression tests were performed in accordance with ASTM C140.

Unit No.	Permeability
4D	44.4 inches/hour (3.1 x 10 <sup>-2</sup> cm/s)

Respectfully submitted,

QORE, Inc.

Russell Scribner  
Materials Laboratory Manager

Report Distribution:  
Tremron / Mr. Mike Somers



# TREMRON

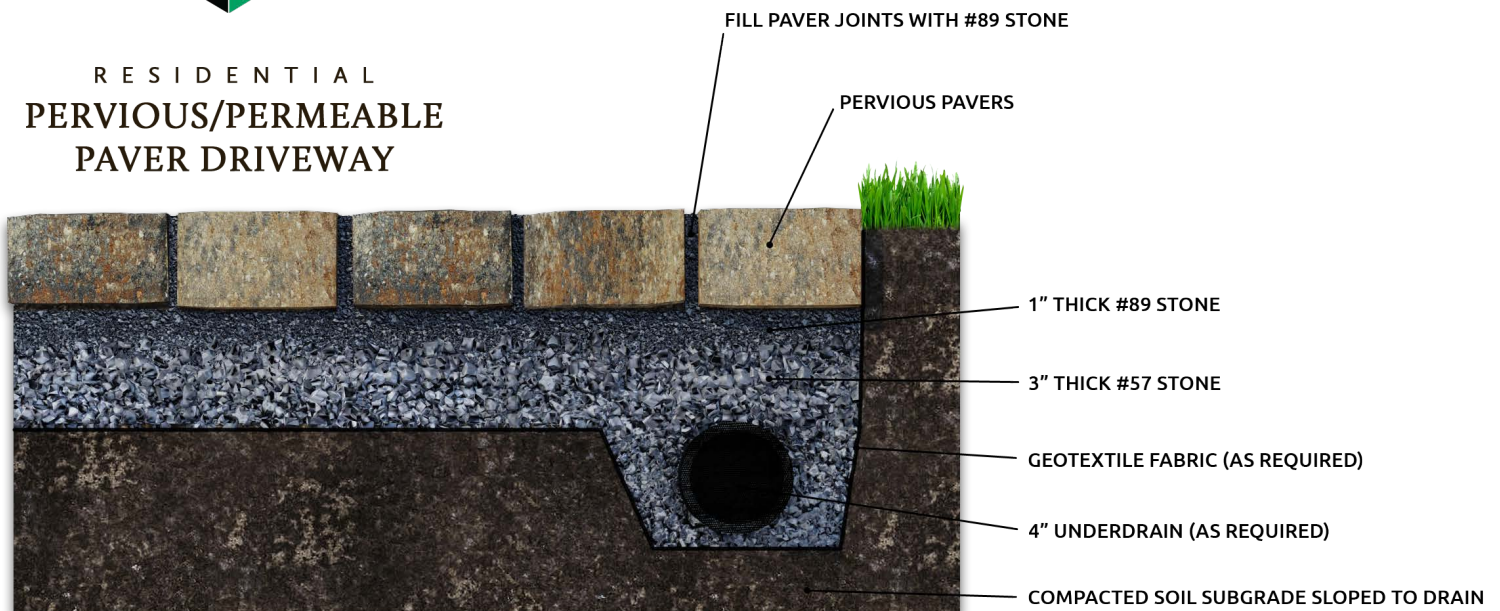
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## PERVIOUS/PERMEABLE PAVER INSTALLATION



### RESIDENTIAL PERVIOUS/PERMEABLE PAVER DRIVEWAY



2014

# TREMRON

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***[www.tremron.com](http://www.tremron.com)***

2885 St. Clair Street  
Jacksonville, FL 32254  
904.359.5900  
Fax 904.359.5901

11321 NW 112th Court  
Medley, FL 33178  
305.825.9000  
Fax 305.823.6614

3144 Highway 17 NE  
Arcadia, FL 34266  
863.491.0990  
Fax 863.491.8990

1030 Airport Road  
Lakeland, FL 33811  
863.603.0995  
Fax 863.616.9485



<b>DATE:</b>	9/22/2020	
<b>PROJECT:</b>	3322 Boutwell Rd	# 20-002
<b>DESCRIPTION:</b>	Onsite Drainage Calculations	

**Pos-Development**

Average Water Table Elevation	+ 4.77' NAVD	+ 3.25' NGVD
Average Finished Site Grade (Pervious Areas)	+ 13.30' NAVD	+ 14.82' NGVD

**STORAGE REQUIRED:**

3 Year 24 Hours storm event (SCS Type III) (6 inch rainfall event with 1.5 safety factor)  
Rainfall Amount (P): **9.00 in.**

Total Storage : (9 in\* 1 ft/12in) x (22502sf) = **16876.60 cf**

**PROPOSED LAND-USE SUMMARY**

Impervious Area (sf)		Pervious Area (sf)	
Building	7417.91	Green Area	4859.390
Paved Area	7108.43		
Roads, Driveway	3116.40		
<b>Impervious Area</b>	<b>17,643 sf.</b>	<b>Pervious Area</b>	<b>4,859 sf.</b>
<b>(AREA#2) Total Area = Impervious + Pervious =</b>		<b>22,502 sf.</b>	

**CALCULATING STORAGE REQUIRED**

Accumulated Direct Runoff (Q) =  $(P-0.2S)^2/(P+0.8S)$

P= 9.00 in.

S= (Total Pervious Area/Total Site Area)\*(Compacted Water Storage)

Total Pervious Area	4859.39 sf
Total Site Area (A)	22502.13 sf

Depth to Water Table	Compacted Water Storage (Inches)
1 ft.	0.45
2 ft.	1.88
3 ft.	4.95
4 ft.	8.18

Ref. SFWMD Soil Storage Table

Average Water Table Elevation: 4.77 FT NAVD  
Average finished site grade from pervious areas : + 13.30' NAVD

Depth to Water table = 13.30- 4.77	<b>8.53 ft</b>
Compacted Water Storage:	<b>8.18 in.</b>

(Interpolation using a Depth to Water Table)

S[in] = (4859.39/ 22502) \* 8.18 = **1.77**

Accumulated Direct Runoff (Q) =  $(9- 0.2 * 1.77^2) / (9+ 0.8 * 1.77) =$   
(The pervious area is taking 1.77 inches from the precipitation; it is equivalent to 3,513 cf) **7.180 in.**

**Volume of Runoff (V)**

The Volume of Runoff (V) generated during a 10 year 24 hours storm must be contained within the property boundaries.

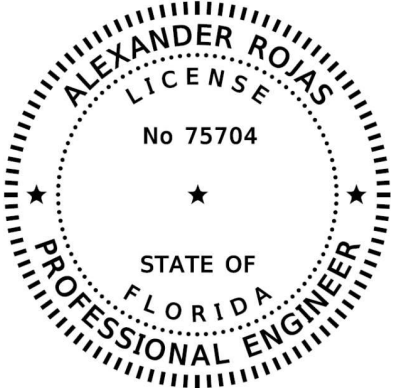
$V=A*Q/12$

Volume of Runoff (V) = 22502.13 SF \* [7.180 IN. / (12 FT/IN)] = **13,464 cf.**

Soil Storage : 16876.60cf - 13,464cf **3,413 cf.**

This item has been digitally signed and sealed by Alexander Rojas, PE on the date adjacent to the seal.

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

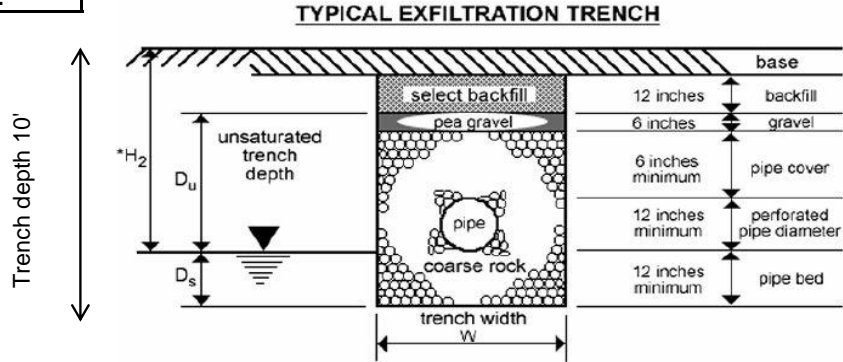


Storm Event  
 Rainfall Intensity: 3 Year  
 6.00 INCHES / HOUR  
 Water Table Elevation: 4.77' NAVD  
 Average Finished Site grade: 13.30' NAVD  
 \*\* minimum lf of french drain (fd) is 25ft  
 Safety Factor =1.5

**Exfiltration Trench Calculations :**

Average Finished Site grade. 13.30' NGVD

Depth to Water Table. 4.77' NGVD



**Required minimum L.F. of French Drain:**

$$L = \frac{V}{K \cdot (H_2 \cdot W + 2 \cdot H_2 \cdot D_u - D_u^2 + 2 \cdot H_2 \cdot D_s) + (1.39 \cdot 10^{-4}) \cdot W \cdot D_u}$$

- V: Volume of water to contain:
- Rainfall= Inches of Rain  
( SFWMD 10 -yr/24-hr 7-inch rainfall (1.25 safety factor)
- K= Avg. Hydraulic Conductivity
- H<sub>2</sub>= Depth to Water Table
- W= Trench width
- D<sub>u</sub>= Non-saturated trench depth
- D<sub>s</sub>= Saturated trench depth

13,464 cf.	3.709 ac-in
6	in. / hr.
7.29E-04	cfs/ft <sup>2</sup> -ft.head
8.53	ft
3.5	ft
7.53	ft
1.47	ft

**Length of trench Required**

Exf: when D<sub>s</sub>>D<sub>u</sub> CFS/LF = K\*(H<sub>2</sub>\*W+2\*H<sub>2</sub>\*D<sub>u</sub>-D<sub>u</sub><sup>2</sup>+2\*H<sub>2</sub>\*D<sub>s</sub>)+(1.39\* 10<sup>-4</sup>)\*W\*D<sub>u</sub>:  
 CF 0.07426  
 Exf: when D<sub>s</sub>≤ D<sub>u</sub> CFS/LF = K\*(H<sub>2</sub>\*W+2\*H<sub>2</sub>\*D<sub>u</sub>-D<sub>u</sub><sup>2</sup>+2\*H<sub>2</sub>\*D<sub>s</sub>)+(1.39\* 10<sup>-4</sup>)\*W\*D<sub>u</sub>:  
 CF 0.09602

Will use an Ext of **0.0960**

**Summary of Drainage Calculations:**

Required Retention	EXF. RATE	LENGTH OF FD REQUIRED	LENGTH OF FD PROVIDED
Volume in (ac-in)	(CFS/LF)	V/Exf.	SF=1.5
3.709	0.0960	39	58





Jaffer Well Drilling, a Division  
of A.C. Schultes of Florida, Inc.  
1451 SE 9th Court  
Hialeah, FL 33010  
Dade: 305/576-7363  
Broward: 954/523-6669

9/17/2020

**To: TYG Consulting Group  
Ms. Galia Rodriguez PM  
3921 New Valencia  
Greenacres FL 33467  
Office: 561 827 4073  
Mobile 305 301 6137**

**RE: Project Las Vegas Beach Corporation Anticipated specific drainage well capacity for property located at 6970 Collins Av. Miami Beach FL.**

Ms. Rodriguez

A survey of existing drainage wells nearby the subject property was conducted by Jaffer Well Drilling. Two nearby projects located directly south, and north were found.  
Publix Supermarket 6876 Collins Ave  
&  
6901 Collins Ave L'Atelier Condo

Several stormwater drainage wells were drilled at these sites that exhibited capacities that exhibited Specific Capacities of 470GPM/FT of available head (see attached well logs for confirmation).

We feel that a good conservative estimate for well capacity at 6970 Collins Ave would be 400GPM/FT of available head.

Thank you if you have any questions please call me at 305 5767363.

Sincerely

Najib B "Duke" Halwani  
President

A handwritten signature in green ink, appearing to read "N. Halwani", with a long horizontal flourish extending to the right.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL REGULATION

WELL COMPLETION REPORT

Publix Supermarkets, Inc

OWNER: Chamberlain John A Ch  
Last Name First Name Initial

3300 PV 6111 Chloroate Parkway  
Number Street

26 Deltona FL  
City State

883 688 7807 72802  
Area Code Phone Number Zip Code

WELL LOCATION:

1/4 1/4 1/4 of Section

Township Range

Latitude 25 51 14 N 56  
Deg. Min. Sec.

Longitude 80 01 14 W 02  
Deg. Min. Sec.

Publix Share at 1382  
Number Street/Road

6876 Chloroate Ave  
Lot No. Subdivision

Deltona Volusia County  
City

OWNER WELL NUMBER OR NAME: W-2

DRILL METHOD:  Rotary  Cable Tool  Jet  Auger  
 Other: Casing Drives

SURFACE CASING, CASING, AND LINER MATERIAL:

Steel Dia. (In.)	Steel Gw. S. Steel	Steel Wt. (lb/ft)	PVC	Other	From (Ft.)	To (Ft.)	Schedule No.	Joints*
<u>24</u>		<u>95</u>			<u>0</u>	<u>71</u>	<u>Steel</u>	<u>4</u>

\* Describe Material:  
TC = Threaded and Coupled, TCW = Threaded, Coupled, and Welded,  
W = Welded, B = Bonded (PVC), O = Other:

GROUT:  None  Neat Cement  Other:

Type and Percent of Additives and Grout Volume or Number of 94 lb. Sacks:  
From (Ft.) To (Ft.)

FINISH:  Open Hole  Perforated or Slotted Casing  Gravel Pack  
 Sandpoint or Screen Attached to Well Casing  Sandpoint or Screen Telescoped with Packer Inside Casing (Packer Material):

Sandpoint/Screen Material	Dia. (In.)	Slot Size (In.)	From (Ft.)	To (Ft.)

Other Finish:

QUALITY TEST:  None  Bacteria  Chemical 12/10/01  
By:  Health Dept.  USGS  Other: Peace Date

Clear  Colored  Sulphur  Salty  Iron  Other

Conductance (Micro-mhos) 138400 Chloride ppm  
Hardness 105 pH ppm Temp 1 °F

Well Disinfected:  No  Yes (Date)

WELL TEST, by:  Natural Flow  G.P.M.  Airlift  
 Baller  Permanent Pump  Test Pump  None  
Discharge Measured By:  Baller  Estimated  Current Meter  
 Drift  Trajectory  Venturi  Volumetric  Other

Measured Static Water Level + 4 5 Ft.

Measured Pumping Water Level + 4 8 Ft.

After 2 Hours At 470 G.P.M.

Specific Capacity 470 G.P.M./Ft. of Drawdown

Measuring Pt. (Describe): Temp top casing  
Which is 10 Ft.  Above  Below Land Surface

Elevation of Measuring Pt. = 12 Ft.  Above  Below MSL

WELL EQUIPMENT:  Open  Capped  Valved  
 Permanent Pump  Temporary Pump

Type Pump:  Centrifugal  Cylinder  Jet  Submersible  
 Turbine  Other:

Power:  Diesel  Electric  Gasoline  Other:  
Horsepower Capacity G.P.M.

Intake/Injection Depth Ft.

DER Form PERM 13-10 (Oct 77)

TYPE OF WORK:  New Construction  Repair  
 Deepening  Plugging  
 Other:

PERMIT NUMBER: 0307550-001-06  
9/20/04

WELL NUMBER: W-2

TYPE OF WELL:  Water Well  Test Well  Recharge  Drainage  
 Waste Disposal  Observation  Other

USE:  Domestic  Irrigation  Industrial  Livestock  Public Supply  
 Other: rice farm drainage

SKETCH LOCATION OF WELL in relation to local landmarks, giving distance and direction from nearest town, road, or other reference point.

↑  
North

*As per plan*

GEOPHYSICAL LOGS: Type: By:

WELL LOG			Examine cuttings at 20 ft. or smaller intervals and at changes. Give color, grain-size and type of material. Note any cavities. Indicate producing zones. Attach additional sheets if necessary.
Core Hole (In.)	Casing Size (In.)	Depth (Ft.)	
		From	To
		<u>0</u>	<u>2</u> <u>fill</u>
		<u>2</u>	<u>25</u> <u>sand</u>
		<u>25</u>	<u>50</u> <u>limestone &amp; sand</u>
		<u>50</u>	<u>65</u> <u>sandstone &amp; sand</u>
		<u>65</u>	<u>98</u> <u>limestone &amp; sandstone</u>

Total Depth 98 Ft. Producing Zone Material:  Sand  Shell  
 Broken Shell  Limestone  Other: sandstone

Top of Producing Zone 17 Ft. Bottom of Producing Zone 98 Ft.  
 Drill Cuttings Sent to Bureau of Geology

9377  
License No. 1027 11  
Completion Date

Contractor Signature: W. Jones Position  
Driller Signature





STATE OF FLORIDA WELL COMPLETION REPORT

Southwest
Northwest
St. Johns River
South Florida
Suwannee River
DEP
Delegated Authority (If Applicable)

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(\*Denotes Required Fields Where Applicable)

Date Stamp
Official Use Only

1.\*Permit Number 0345835-002-UC \*CUP/WUP Number \*DID Number 62-524 Delineation No.

2.\*Number of permitted wells constructed, repaired, or abandoned 1 \*Number of permitted wells not constructed, repaired, or abandoned 0

3.\*Owner's Name SMGW Golden Sands, LLC 4.\*Completion Date 09/26/16 5. Florida Unique ID

6. 3100 NW 72nd Avenue, Suite 113 W-3
\*Well Location - Address, Road Name or Number, City, ZIP

7.\*County Miami-Dade \*Section Land Grant \*Township \*Range

8. Latitude 25° 51' 15.66" N Longitude 80° 07' 11.48" W

9. Data Obtained From: GPS Map Survey Permits Datum: NAD 27 NAD 83 WGS 84

10.\*Type of Work: Construction Repair Modification Abandonment

11.\*Specify Intended Use(s) of Well(s)
Domestic Landscape Irrigation Agricultural Irrigation Site Investigations
Bottled Water Supply Recreation Area Irrigation Livestock Monitoring
Public Water Supply (Limited Use/DOH) Nursery Irrigation Test
Public Water Supply (Community or Non-Community/DEP) Commercial/Industrial Earth-Coupled Geothermal
Class I Injection Golf Course Irrigation HVAC Supply
Class V Injection: Recharge Commercial/Industrial Disposal Aquifer Storage and Recovery Drainage
Remediation: Recovery Air Sparge Other (Describe)
Other (Describe)

12.\*Drill Method: Auger Cable Tool Rotary Combination (Two or More Methods) Jetted Sonic
Horizontal Drilling Hydraulic Point (Direct Push) Other Driven

13.\*Measured Static Water Level 5 ft. Measured Pumping Water Level 6 ft. After .2 Hours at 475 GPM

14.\*Measuring Point (Describe) Top casing at grade +3' Which is 0 ft. X Above Below Land Surface \*Flowing: Yes No

15.\*Casing Material: Black Steel Galvanized PVC Stainless Steel Not Cased Other

16.\*Total Well Depth 96 ft. Cased Depth 76 ft. \*Open Hole: From 76 To 96 ft. \*Screen: From To ft. Slot Size NA

17.\*Abandonment: Other (Explain)
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other

18.\*Surface Casing Diameter and Depth:
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other

19.\*Primary Casing Diameter and Depth:
Dia 24 in. From 0 ft. To 76 ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other Driven
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other

20.\*Liner Casing Diameter and Depth:
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other

21.\*Telescope Casing Diameter and Depth:
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other
Dia in. From ft. To ft. No. of Bags Seal Material (Check One): Neat Cement Bentonite Other

22. Pump Type (If Known): Centrifugal Jet Submersible Turbine
Horsepower Pump Capacity (GPM)
Pump Depth ft. Intake Depth ft.
23. Chemical Analysis (When Required): Iron ppm Sulfate ppm Chloride 36,700 ppm
Laboratory Test Field Test Kit

24. Water Well Contractor:
\*Contractor Name Najib B. Halwani \*License Number 11138 E-mail Address duke@jafferwells.com

\*Contractor's Signature \*Driller's Name (Print or Type) Alan Morin







01/22/2021

City of Lake Worth Beach  
 Community Sustainability Department  
 1900 2<sup>nd</sup> Avenue North  
 Lake Worth Beach, FL 33460

RE: **3322 Boutwell Road – Planned Development Application – Water Service Letter**

The following calculation is being provided to serve as confirmation that the existing 2” water service available at the subject property is found to be adequate for the proposed planned development. Should there be any questions or need for clarification do not hesitate to contact Antoniazzi Architecture Inc.

**WATER SUPPLY FIXTURE UNIT CALCULATION TABLE**

FIXTURE	OCCUPANCY	TYPE OF SUPPLY CONTROL	LOAD VALUES, IN WATER SUPPLY FIXTURE UNITS (wsfu)			QTY.	Extension
			Cold	Hot	Total		
Bathroom group	Private	Flush tank	2.7	1.5	3.6		0.00
Bathroom group	Private	Flushometer valve	6	3	8		0.00
Bathtub	Private	Faucet	1	1	1.4		0.00
Bathtub	Public	Faucet	3	3	4		0.00
Bidet	Private	Faucet	1.5	1.5	2		0.00
Combination fixture	Private	Faucet	2.25	2.25	3		0.00
Dishwashing machine	Private	Automatic	—	1.4	1.4	18.00	25.20
Drinking fountain	Offices, etc.	3/8" valve	0.25	—	0.25		0.00
Kitchen sink	Private	Faucet	1	1	1.4	18.00	25.20
Kitchen sink	Hotel, restaurant	Faucet	3	3	4		0.00
Laundry trays (1 to 3)	Private	Faucet	1	1	1.4		0.00
Lavatory	Private	Faucet	0.5	0.5	0.7	18.00	12.60
Lavatory	Public	Faucet	1.5	1.5	2	1.00	2.00
Service sink	Offices, etc.	Faucet	2.25	2.25	3	1.00	3.00
Shower head	Public	Mixing valve	3	3	4		0.00
Shower head	Private	Mixing valve	1	1	1.4	18.00	25.20
Urinal	Public	1" flushometer valve	10	—	10		0.00
Urinal	Public	3/4" flushometer valve	5	—	5		0.00
Urinal	Public	Flush tank	3	—	3		0.00
Washing machine (8 lb)	Private	Automatic	1	1	1.4	18.00	25.20
Washing machine (8 lb)	Public	Automatic	2.25	2.25	3		0.00
Washing machine (15 lb)	Public	Automatic	3	3	4		0.00
Water closet	Private	Flushometer valve	6	—	6		0.00
Water closet	Private	Flush tank	2.2	—	2.2	18.00	39.60
Water closet	Public	Flushometer valve	10	—	10		0.00
Water closet	Public	Flush tank	5	—	5	1.00	5.00
Water closet	Public or private	Flushometer tank	2	—	2		0.00
Extra Service Load (GPM)							
<b>TOTAL FIXTURE LOAD</b>							<b>163.00</b>
FBC PLB TABLE E103.3(3) FOR ESTIMATING DEMAND (GPM )							<b>58</b>
Fluid Velocity to Type L Cooper at 70 F Water						<b>6.01 ft/s</b>	<b>2"</b>

Antonio Rodriguez  
 PE #70746  
 Cel 786-344-6712  
 Email: TLEngineering@yahoo.com

TL Engineering Design Inc  
 5890 SW 76 Ave  
 Davie, FL 33328

Mr. Quazi Bari, P.E.  
 Palm Beach County Traffic Division  
 2300 North Jog Road, 3rd Floor  
 West Palm Beach FL 33411

27 May 2020

RE: **Traffic Impact Study**  
 Multifamily Development  
 3322 Boutwell Road

Dear Mr. Bari,

Traffic Impact Group, LLC has been retained to investigate the traffic generating characteristics for the proposed development at 3322 Boutwell Road in Lake Worth. The 0.5-acre parcel contains a single-family house. This project proposes develop an 18-unit multifamily development. The site has access to Boutwell Road. Build out would occur in 2021.

The Property Control Number is 02-32-11-002-08-20.

This analysis uses Palm Beach County Trip Generation Rates for the land use 220 "Apartment", and is summarized in the table below:

Table 1 - ITE Trip Generation							
Average Weekday Driveway Volumes				AM Peak Hour		PM Peak Hour	
Land Use	ITE Code	Size		Enter	Exit	Enter	Exit
Apartment	220	18	Dwelling Units	3	10	7	4

The estimated number of new trips is 13 in the AM peak hour and 11 trips in the PM peak hour. This is fewer than 20 trips in the peak hour, so a full traffic impact study is not required.





**MINUTES  
CITY OF LAKE WORTH BEACH  
PLANNING & ZONING BOARD REGULAR MEETING  
CITY HALL COMMISSION CHAMBER  
WEDNESDAY, JULY 07, 2021 -- 6:05 PM**

**ROLL CALL and RECORDING OF ABSENCES:** Present were: Anthony Marotta, Vice-Chair; Mark Humm; Daniel Tanner; Laura Starr; Greg Rice, Chairman; Edmond LeBlanc. Absent: Juan Contin. Also present were: Alexis Rosenberg, Senior Community Planner; Erin Sita, Assistant Director for Community Sustainability; Glen Torcivia and Elizabeth Lanahan, City Attorney and Board Attorney respectively; Sherie Coale, Board Secretary.

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

**PLEDGE OF ALLEGIANCE**

**Motion:** M. Humm moved to accept the June 2, 2021 minutes as presented; D. Tanner 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous

**INTRODUCTION:** Glen Torcivia, City Attorney introduces new Planning & Zoning Board Attorney Elizabeth Lanahan previously with Martin County Attorney's Office and prior to that Highlands County.

**ADDITIONS / DELETIONS / RECODERING AND APPROVAL OF THE AGENDA** None

**APPROVAL OF MINUTES:**

**Motion:** M. Humm moves to approve the May 5, 2021 meeting minutes; D. Tanner 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous.

**CASES:**

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

**PROOF OF PUBLICATION**

- 1) Proof of Publication - 1224 Wingfield Street- continued from 6/2/2021

**WITHDRAWLS / POSTPONEMENTS** None

**CONSENT:** None

**PUBLIC HEARINGS:**

**BOARD DISCLOSURE** None

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

- A. A request by Wes Blackman, AICP of CWB Associates on behalf of Wingfield Property, LLC for consideration of a Blanket Conditional Use Permit to allow minor vehicular service and repair at 1224 Wingfield Street within the Artisanal Industrial (AI) zoning district.

**Staff:** A. Rosenberg presents case finding and analysis. A total of 13 bays with no on-site striped parking spaces. Various industrial and vehicular business do not have business licenses at this time. One bay is dedicated to dumpster storage. The proposed use would be generally compatible with surrounding land uses as conditioned by staff. The application generally meets Land Development Regulations, Strategic Plan and Comprehensive Plan. It does not meet minimum landscape requirements, outdoor storage and minimum parking requirements. The outdoor storage would be allowed only for Gomez Towing with an existing business license but conditioned to be located on a smooth impermeable surface. Other Conditions of Approval are read into the record.

**Board:** Question about the required PBC Wellfield Operating Permit. This is required for any business utilizing chemicals, oils, etc. in the course of a business including existing and new businesses to monitor and prevent wellfield contamination.

**Applicant:** Wes Blackman, AICP, is generally in agreement with the Conditions of Approval but would like to discuss the landscaping conditions and proposed layout by staff. Suggests the LDR revisions in August 2020 were focused more on microbreweries but also affected the definitions, impacting the use table and review processes for Major and Minor Auto Repair. Review standards were amended for Conditional and Administrative review processes including the minimum square footage for minor repair facility which increased to 1,000 square feet. Only the IPOC zoning district allows for outdoor storage. The dumpster was placed on the west side of the site due to fencing of areas on east side of the property that were rendered inaccessible by another property owner who installed a gate. The building would be equally divided between 4 tenants with approximately 1,033 square feet each and one bay for the dumpster. The landscape improvements would require plantings between several bay entrances running perpendicular to the building. Applicant would prefer island cutouts instead of adjoining perpendicular plantings.

**Board:** M. Humm questions if Gomez Tire or Gomez Towing or Auto Repair is the same business. D. Tanner asks about the portion of land near the railway and the storage area. Mr. Moe Deneus, property owner, confirms the public road (Railroad Ave) was fenced prior to his purchase. Mr. Deneus states the dumpster must be hauled out every time for pickup then reverse the process to put it back.

**Motion:** E. LeBlanc moves to approve **PZB 20-0050003** with staff recommended Conditions of Approval based upon competent substantial evidence presented in the staff report; G. Rice 2<sup>nd</sup>.

**Vote:** Ayes all, unanimous roll call vote. 6/0

- B. A request by Giorgio Antoniazzi, AIA of Antoniazzi Architecture on behalf of Creative Financing, LLC for consideration of a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Program Incentives to construct an 18-unit, mixed use multifamily development within the Mixed Use – West (MU-W) zoning district.

**Staff:** A. Rosenberg presents case findings and analysis.



**Agent for the applicant:** Giorgio Antoniazzi expresses condolences to the family of Richard Cruz, applicant, as he presents the project to the City on his behalf. The project is planned for eighteen (18) units with parking on the south side allowing for as much frontage on Boutwell as possible. Each unit has individual entrances on the ground floor, the courtyard provides a nice interior view.

**Board:** What would the approximate rent be? Unknown. They are great roommate units at market rate. Regarding impermeable coverage being over requirements by 5%. Why is that acceptable to staff? **Response:** Drainage must be met and the impermeable requirement is an additional requirement with anything in excess of 5% as not acceptable. Distinction is made between drainage and percolation and retaining water on site to reinvigorate the aquifer. Stormwater from the roof could go to the exfiltration trench. Was there any investigation into providing pervious pavers in the parking lot? **Response:** It's a large area. Any parking issue (lack of parking) will not affect any other community, nor is there any on street parking at this location. Initially washer and dryer units were provided in the courtyard but more recently they will be added to the units themselves. The dumpster will be on a pad, screened and enclosed. Could the power lines be put underground? **Response:** Unknown what effect it would have on the budget. **Staff:** Could add/recommend conditions that the information be provided to the City Commission, should the Commission want to recommend that as a Condition. Discussion of compact spaces vs regular spaces. **Applicant response:** More spaces would also trigger landscape buffers; the bike racks are not depicted on the site plan.

**Motion:** D. Tanner moves to recommend approval of PZB 20-00900002 with staff recommended conditions for a Mixed-Use Urban Planned Development, Major Site Plan, Conditional Use, and Sustainable Bonus Incentive Program to construct an 18-unit residential development at the subject site. The project meets the applicable criteria based on the data and analysis in the staff report. Additional Conditions of Approval: Provide a cost analysis of power line burial, bike racks and depict the location of bike racks and electric charging stations on the site plan with Sustainable Bonus Incentive Program applied; L. Starr 2<sup>nd</sup>. D. Tanner amended the motion to include a doggy bag dispenser. Amendment 2<sup>nd</sup> by L. Starr.

**Vote:** Roll call: G. Rice-Aye, A. Marotta-Aye, M. Humm-Aye, L. Starr-Aye, E. LeBlanc-Aye, D. Tanner-Aye; 6/0 motion carries unanimously.

**PLANNING ISSUES:** A. Rosenberg is leaving but contract staff and a zoning technician will be provided support until full-time staff is again in place.

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

**DEPARTMENT REPORTS:** None

**BOARD MEMBER COMMENTS:** Are the meetings with the Gulfstream Hotel representatives recorded? Primarily individual meetings so no Sunshine requirements were triggered. Board member understood that possibly the question of height would again be up for discussion.

**ADJOURNMENT:** 7: 53 PM

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** March 15, 2022

**DEPARTMENT:** Human Resources

**TITLE:**

Ordinance No. 2022-03 - Second Reading - amending the City's Pension Plan Ordinance

**SUMMARY:**

Ordinance No. 2022-03 amends the City's Pension Plan ordinance to incorporate changes for specified employees and to incorporate a cash balance plan option for IBEW.

**BACKGROUND AND JUSTIFICATION:**

The City bargained with the International Brotherhood of Electrical Workers Union "IBEW" to amend the current Pension Plan ordinance. The proposed amendment will provide changes for specified employees hired on or before September 30, 2010, a one-time choice for specified employees hired on or after October 1, 2010, and offer the cash balance plan to specified new employees hired on or after April 1, 2022. These changes match the changes incorporated for non-IBEW employees on October 1, 2018. The ordinance passed unanimously (4-0 with Commissioner McVoy absent for the vote) on first reading at the March 1, 2022 city commission meeting.

**MOTION:**

Move to approve/disapprove Ordinance 2022-03 amending the City's Pension Plan Ordinance.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Ordinance 2022-03  
Actuarial Impact Statement



ORDINANCE NO. 2022-03 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 16, "PENSIONS AND RETIREMENT"; ARTICLE II, "EMPLOYEES' RETIREMENT SYSTEM"; SECTION 16-26, "PARTICIPATION IN THE PENSION PLAN", SECTION 16-27, "VESTING CREDITS", 16-29, "PENSION BENEFITS", SECTION 16-33, "SEVERANCE BENEFITS", SECTION 16-35, "BENEFIT LEVEL"; SECTION 16-44 "CASH BALANCE PLAN CREATED", AND SECTION 16-46, "ELIGIBILITY" TO PERMIT SPECIFIED EMPLOYEES TO PARTICIPANT IN THE CASH BALANCE PLAN AND TO PROVIDE A ONETIME OPTION FOR SPECIFIED EMPLOYEES TO REMAIN IN THE EXISTING BENEFIT STRUCTURE; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City has established and maintained the City of Lake Worth Employees Retirement System ("System"), the provisions of which presently are set forth in Divisions 1 and 2 of Article II of Chapter 16 of the City Code; and

WHEREAS the City of Lake Worth Beach previously entered into agreements through collective bargaining with PMSA and PEU resulting in certain amendments to the System in 2018; and

WHEREAS, the agreements provided for the creation of a "Cash Balance Plan" in addition to the currently existing benefit structure;

WHEREAS, the City of Lake Worth Beach has entered into an agreement through collective bargaining with IBEW which provides for IBEW to become eligible for the same amendments to the System provided to PMSA and PEU in 2018; and

WHEREAS, for the purpose of uniformity and consistency of administration, it is desirable to implement these amendments for IBEW employees.

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

Section 1. That Section 16-26 of the Code of Ordinances of the City of Lake Worth Beach is hereby amended as follows:

**Sec. 16-26. - Participation in the pension plan.**

(a) An employee shall become a participant on the first day of full-time service. Each full-time employee of the city shall be a participant in the plan, except those employees who were employed by the city on October 1, 1996, and were not participants in the plan at that time shall have the irrevocable option, to be exercised in writing before September 30, 1997, to

continue not to participate in the plan and to permanently waive participation in the plan.

(b) A person shall remain a participant until the earlier of:

(1) Terminating service prior to earning a vested benefit and prior to reaching normal retirement age;

(2) All benefits have been paid to the participant; or

(3) The person dies; or

(4) The person holds or is appointed to a position enumerated in Section 16-15(h)(4), 16-15(h)(5), 16-15(h)(11), 16-15(h)(12), or 16-15(h)(13) on April 4, 2017 or thereafter. Persons holding such positions on the date immediately preceding April 4, 2017, or who are appointed to such positions after that date, and who have been participants in the pension plan, shall have a onetime, irrevocable option either to cease participation in the Pension Plan or to maintain participation in the Pension Plan. Such onetime option must be exercised no later than within 30 days of the date of appointment to such position or on or before 5:00 p.m., September 30, 2018. Any person who does not exercise the option within the allotted period shall remain in the Pension Plan.

(c) A new benefit structure, the Cash Balance Plan, is created effective October 1, 2018. All employees hired on or after October 1, 2018, and holding a position not identified in PERC certification No. 529, as amended or superseded, shall become participants in the Cash Balance Plan on their first day of full-time service. Active employees hired on October 1, 2010, through September 30, 2018, and who are participants in the City of Lake Worth Employees Retirement System shall have the onetime irrevocable option, to be exercised by submitting to the City a signed writing no later than 5:00 p.m. on September 30, 2018, to participate in the Cash Balance Plan commencing October 1, 2018, and to immediately cease participation in the prior benefit structure. Employees who switch will become 100 percent vested in benefits accrued through September 30, 2018, and payable under the terms and conditions then in effect. Any such employee who fails to make an election shall not become a participant in the Cash Balance Plan. No employee will be permitted to begin participation in the prior benefit structure after 11:59 p.m., September 30, 2018. For employees holding a position identified in PERC certification No. 529, as amended or superseded, these same provisions in this subsection (c) shall apply, provided only that each occurrence of the date "October 1, 2018," shall be instead "April 1, 2022," and each occurrence of the date "September 30, 2018," shall be instead "March 31, 2022."

Section 2. That Section 16-27 of the Code of Ordinances of the City of Lake Worth Beach is hereby amended as follows:

**Sec. 16-27. - Vesting credits.**

- (a) *Vesting credits.* A participant shall earn one (1) vesting credit for each year of service. A participant may lose vesting credits as provided in section 16-28 (loss of credits). The total number of vesting credits earned and retained shall determine whether a participant has a vested right to a pension benefit. Partial vesting credits shall be earned for full months of service.
- (b) *Vesting schedules:*
- (1) *Adjusted retirement benefit.* A participant shall have a right to an adjusted retirement benefit upon earning ten (10) vesting credits, as set forth in section 16-33(b) hereof; provided, however, that employees hired before October 1, 2010, employed by the City as of September 30, 2018 (March 31, 2022 for employees holding a position identified in PERC certification No. 529), and retiring on or after October 1, 2018 (April 1, 2022 for employees holding a position identified in PERC certification No. 529) shall be one hundred percent (100%) vested upon attaining ten (10) vesting credits, as set forth in section 16-33(b) hereof.
  - (2) *Normal retirement benefit for participants retiring prior to October 1, 2015.* A participant retiring prior to October 1, 2015 shall have a one hundred (100) percent vested right to a normal retirement benefit upon:
    - a. Earning twenty (20) vesting credits; or
    - b. His or her years of service, when added to his or her age, equals or exceeds seventy-five (75); or
    - c. The termination or partial termination of this pension plan (to the extent funded as of such date).
  - (3) *Normal retirement benefit for participants retiring on or after October 1, 2015 and hired on or after October 1, 2010, through and including September 30, 2018, and who elected not to switch to the Cash Balance Plan.* A participant retiring on or after October 1, 2015, and hired on or after October 1, 2010, through and including September 30, 2018 (March 31, 2022 for employees holding a position identified in PERC certification No. 529) and who elected not to switch to the Cash Balance Plan shall have a one hundred (100) percent vested right to a normal retirement benefit upon:
    - a. Attaining fifty-five (55) years of age and thirty (30) vesting credits;
 or
    - b. Attaining sixty-five (65) years of age and ten (10) vesting credits; or



- c. The termination or partial termination of this pension plan (to the extent funded as of such date).
- (4) *Normal retirement benefit for participants hired before October 1, 2010, and retiring on or after October 1, 2018.* Notwithstanding the provisions of section 16-27(b)(3), a participant holding a position not identified in PERC certification No. 529, as amended or superseded, and hired before October 1, 2010, through and including September 30, 2018 (March 31, 2022 for employees holding a position identified in PERC certification No. 529) and retiring on or after October 1, 2018, shall have a one hundred (100) percent vested right to a normal retirement benefit upon:
- a. Attaining fifty-five (55) years of age and thirty (30) vesting credits;
- or
- b. Attaining sixty-five (65) years of age and ten (10) vesting credits; or
  - c. The termination or partial termination of this pension plan (to the extent funded as of such date); or
  - d. Attaining the “rule of 80,” which is attained when the sum of the participant’s age and number of vesting credits is 80.

For employees holding a position identified in PERC certification No. 529, as amended or superseded, these same provisions of this subsection (b)(4) shall apply, provided only that each occurrence of the date “October 1, 2018,” shall be instead “April 1, 2022.”

- (c) *Limitation on changes in vesting schedules.* No amendment shall reduce a participant's vested right to a normal retirement benefit at the time such amendment is adopted, or, if later, at the time such amendment is effective.
- (d) *Vesting of benefits.* No participant, beneficiary or other person shall have any vested right to a pension benefit unless the participant has met the requirements for vesting as provided in this title.
- (e) *Purchase of credits for military service.* The years or fractional parts of years that a participant serves or has served full-time active duty in the military service of the Armed Forces of the United States, voluntarily or involuntarily, either during employment or prior to first or initial employment with the city shall be added to his or her years of credited service, provided that:
  - (1) The participant received another than dishonorable discharge from the armed forces.
  - (2) The participant did not receive credited service for the time spent in the armed forces from any other governmental or military retirement or pension system.

- (3) The participant contributes to the fund, for the years or fractional parts of years that the participant served as full-time active duty in the military service of the Armed Forces of the United States, voluntarily or involuntarily prior to employment with the city, the full actuarial cost of all service credits purchased.
  - (4) The years or fractional parts of years that a participant served as full-time active duty in the military service of the Armed Forces of the United States, voluntarily or involuntarily, during employment with the city shall be added to his or her years of credited service without participant contribution.
  - (5) The purchase of credited service under this section by a participant shall be paid in full prior to the participant's retirement date, and in accordance with all terms, rules, procedures or regulations established by the board of trustees. Such payment may be by direct in-service transfer from a participant's deferred compensation account (457 accounts) pursuant to section 457(e)(17) of the Internal Revenue Code or any other qualified plan.
  - (6) The maximum credit which may be purchased by a participant for any military service in the Armed Forces of the United States under this section shall be five (5) years.
  - (7) All credited service purchased pursuant to this section shall count toward vesting.
- (f) *Purchase of credits for military reserve service.* The years or fractional parts of years that a participant serves or has served in reserve military service of the Armed Forces of the United States, prior to or while in the employ with the city shall be added to the participant's years of credited service, provided subsections (e)(1) through (e)(6) are met. Such credited service shall be calculated by dividing the total number of official military reserve points by three hundred sixty-five (365) to determine the equivalent years or fractional parts thereof to be so credited.
- (g) *Service in other employment classifications.* Participants who served in more than one (1) of the city's employment classifications due to transfer to another classification, shall be credited for vesting purposes, with total service as an employee of the city. The benefit amount shall be calculated by multiplying the vesting credits earned in each employment classification by the benefit level for the original pre-transfer classification, and the employee's average final compensation in effect at the time of the participant's retirement, provided that service as a firefighter, police officer and general employee shall be accounted for separately and benefits shall be paid accordingly from the appropriate plan. However, the total of all such benefit payments shall be subject to limitations established by F.S. § 112.65.

Section 3. That Section 16-29 of the Code of Ordinances of the City of Lake Worth Beach is hereby amended as follows:

**Sec. 16-29. – Pension Benefits.**

- (a) *Right to pension benefits.* A pension benefit shall be payable if the participant:
- (1) Has a vested right to a pension benefit; and
  - (2) Has reached the applicable retirement age; and
  - (3) Has retired; and
  - (4) Has filed a claim for pension benefits.
- (b) *Normal retirement age.*
- (1) The normal retirement age for participants retiring before October 1, 2015, shall be the first day of the month on which or after the participant attains:
    - A. Twenty (20) vesting credits; or
    - B. Vesting credits and years of age totaling seventy-five (75) or more; provided the participant has at least ten (10) vesting credits.
  - (2) The normal retirement age for participants retiring on or after October 1, 2015, and hired on or after October 1, 2010, through and including September 30, 2018 (March 31, 2022 for employees holding a position identified in PERC certification No. 529) shall be the first day of the month on which or after the participant attains:
    - A. Fifty-five (55) years of age and thirty (30) vesting credits; or
    - B. Age sixty-five (65) and ten (10) vesting credits.
  - (3) Notwithstanding the provisions of section 16-29(b)(2), the normal retirement age for a participant holding a position not identified in PERC certification No. 529, as amended or superseded, and hired before October 1, 2010, and retiring on or after October 1, 2018, shall be the first day of the month on which or after the participant attains:
    - a. Fifty-five (55) years of age and thirty (30) vesting credits; or
    - b. Sixty-five (65) years of age and ten (10) vesting credits; or
    - c. The “rule of 80,” which is attained when the sum of the participant’s age and number of vesting credits is 80.

For employees holding a position identified in PERC certification No. 529, as amended or superseded, these same provisions shall apply, provided only that each occurrence of the date “October 1, 2018,” shall be instead “April 1, 2022.”



- (4) Notwithstanding any other provision of this plan to the contrary, a member's accrued benefits shall become one hundred (100) percent nonforfeitable upon the attainment of normal retirement age.
- (c) *Normal retirement benefit.* The normal retirement benefit shall be the benefit level provided in section 16-35 (benefit level).
- (d) *Forfeiture of benefits.* A participant's benefits under this division are subject to forfeiture:
  - (1) For the reasons and in the manner set forth in section 112.3173, F.S.; or
  - (2) For conviction, as defined in section 112.3173(2)(a), F.S., of a felony, following the forfeiture determination procedures set forth in F.S. section 112.3173(5), F.S., the person remains in the city's employ after the conviction.
- (e) *Contributions refund guarantee.* If any benefit paid hereunder shall cease before the retiree or his survivors or beneficiaries has received an amount equal to the participant's accumulated contributions, an amount equal to the difference thereof shall be paid to those persons designated in writing duly executed by the retiree and filed with the board. If there is no such designation, such amount shall be payable to the employee's estate.
- (f) *Early retirement program.* Notwithstanding the provisions of this section a participant who, as of January 1, 2003, is within forty-eight (48) months of normal retirement and has ten (10) vesting credits shall be permitted to purchase up to forty-eight (48) months of additional service time and/or years of age. Purchase of such service time and/or years of age shall be conditioned upon the participant executing no later than close of business on November 15, 2002, an irrevocable agreement for participation and waiver in the early retirement program form which shall specify a date of retirement no earlier than January 1, 2003, and no later than March 31, 2003, as approved by the city manager.

A participant electing to participate in this early retirement program shall pay the full actuarial cost of the employee's contribution for such additional service time and/or years of age no later than January 2, 2003. The purchase price will be calculated based on the employee's retirement date, as approved by the city manager. Such payment shall be by lump sum.
- (g) *Voluntary separation incentive program.* Notwithstanding the provisions of this section, a participant who, as of September 15, 2009, is within twelve (12) months of normal retirement age shall be permitted to purchase up to twelve (12) months of additional service time. Purchase of such service time shall be conditioned upon the participant executing no later than close of business on September 15, 2009, an irrevocable agreement for participation and waiver on the voluntary separation incentive program form which shall specify a date of retirement no later than September 30, 2009, as approved by the city manager.

A participant electing to participate in this voluntary separation incentive program shall pay the full actuarial cost of such additional service time no later than September 30, 2009. The purchase price will be calculated based on the employee's retirement date, as approved by the city manager. Such payment shall be by lump sum.

Section 4. That Section 16-33 of the Code of Ordinances of the City of Lake Worth Beach is hereby amended as follows:

**Sec. 16-33. - Severance benefits.**

Upon termination of a participant's employment for reasons other than normal retirement, death or disability, the following benefits shall be payable.

- (a) *Termination prior to ten years of service.* If a participant terminates employment before attaining ten (10) vesting credits, the participant shall receive his or her accumulated contributions in a single lump sum payment.
  
- (b) *Termination after ten years of service.* If a participant terminates employment, after attaining ten (10) vesting credits, the participant may choose either a single lump sum payment of his or her accumulated contributions or an adjusted retirement pension commencing at age sixty-five (65). The adjusted retirement pension shall be the normal retirement benefit multiplied by the following percentages, according to the number of vesting credits attained by the participant at time of termination:

Vesting Credits	Percentage
10	50
11	55
12	60
13	65
14	70
15	75
16	80

17	85
18	90
19	95
20 or more	100

Provided however, that any participant who retires on or after attaining age sixty-five (65) and ten (10) vesting credits shall be one hundred (100) percent vested. The participant's pension shall be based upon the participant's vesting credits, average final compensation, and the benefit rate in effect at the time that the participant's employment was terminated. If the participant dies after termination of employment but before reaching age sixty-five (65), the participant's accumulated contributions shall be paid in a lump sum to his or her designated beneficiary, or if none, to his or her estate. Alternatively, the participant's designated beneficiary may elect to receive a one hundred (100) percent joint and survivor pension, commencing as of the date that the participant would have reached normal retirement age and continuing for the life of the designated beneficiary in the amount which the participant would have received had the participant retired on the date of his/her death.

Further provided, however, that a participant holding a position not identified in PERC certification No. 529, as amended or superseded, and hired before October 1, 2010, employed by the City as of September 30, 2018, and retiring on or after October 1, 2018, shall be one hundred percent (100%) vested upon attainment of 10 vesting credits. For employees holding a position identified in PERC certification No. 529, as amended or superseded, these same provisions in this paragraph shall apply, provided only that each occurrence of the date "October 1, 2018," shall be instead "April 1, 2022," and each occurrence of the date "September 30, 2018," shall be instead "March 31, 2022."

Section 5. That Section 16-35 of the Code of Ordinances of the City of Lake Worth Beach is hereby amended as follows:

**Sec. 16-35. - Benefit level.**

- (a) *Calculation of benefit amount.* The monthly benefit level applicable to vesting credits earned prior to October 1, 2010 is the product of the vesting credits earned multiplied by three (3) percent of average final compensation. The monthly benefit level applicable to vesting credits earned on or after October 1, 2010, is the product of the vesting credits multiplied by two (2) percent of average final compensation. Provided, however, that for a participant holding a position not identified in PERC certification No. 529, as amended or superseded, and hired before October 1, 2010, employed by the City as of September 30, 2018, and retiring on or after October 1, 2018, the monthly benefit level applicable to vesting



credits earned on or after October 1, 2010, is the product of the vesting credits multiplied by two and one-quarter (2.25) percent of average final compensation. For employees holding a position identified in PERC certification No. 529, as amended or superseded, these same provisions of this subsection (a) shall apply, provided only that each occurrence of the date "October 1, 2018," shall be instead "April 1, 2022," and each occurrence of the date "September 30, 2018," shall be instead "March 31, 2022."

The actual benefit amount is determined by making the adjustment, if any, for the form of benefit which the participant selects.

- (b) *Annual adjustment.* On October first of each year, the monthly benefits paid to each participant retiring prior to October 1, 2010 and any beneficiary thereof shall be increased by two dollars and fifty cents (\$2.50). Participants retiring on or after October 1, 2010 shall not be eligible for the annual adjustment under this paragraph.
- (c) Reserved.
- (d) *Annual cost of living adjustments.* The monthly retirement benefits payable to all participants who have been retired for three (3) consecutive years shall be adjusted, as of June 1 of each year, commencing on June 1, 2000, pursuant to procedures, methods, and actuarial assumptions established by the board of trustees. This adjustment shall be equal to one-half ( $\frac{1}{2}$ ) of the actuarial gain realized for the prior fiscal year, ending as of September 30, that exceeds the assumed rate of return for the prior year as established by the board of trustees. All retired participants qualifying for this adjustment shall receive equal annual percentage adjustments to their respective level of retirement benefits. Such cost of living adjustment, in no event, shall exceed the percentage increase set forth in the Bureau of Labor Statistics Consumer Price Index, Urban Consumers, All Cities (CPI-U) for the preceding calendar year. If there was no actuarial gain realized for the prior fiscal year, then there shall be no cost of living adjustment the following June 1. If there is an actuarial gain in excess of the stated CPI, it shall be carried forward to future years. Any cost liability created by the implementation of this adjustment shall be amortized over a 30-year period.

**Sec. 16-44. - Cash balance plan created.**

Effective October 1, 2018, there is hereby added a cash balance plan feature ("cash balance plan") to the City of Lake Worth Employees Retirement System, set forth in sections 16-44. All employees who are hired on or after October 1, 2018 (April 1, 2022 for employees holding a position identified in PERC certification No. 529), and all employees hired before that date and after September 30, 2010, who elect to participate in the cash balance plan the cash balance plan is intended to meet the applicable requirements of Internal Revenue Code Section 401(a), hereinafter referred to as "Code Section". The plan is a "governmental plan" within the meaning of Code Section 414(d), and as such, is exempt from the Employee Retirement Income Security Act of 1974, as

amended. Except as otherwise provided below, the terms of the City of Lake Worth Employees Retirement System shall apply to the cash balance plan.

Section 6. That section 16-46 of the Code of Ordinances of the City of Lake Worth Beach is hereby amended as follows:

**Sec. 16-46. – Eligibility.**

Any employee holding a position not identified in PERC certification No. 529, as amended or superseded, and hired on or after October 1, 2018, shall automatically become a participant in the Cash Balance Plan as a mandatory condition of their employment, in addition to those employees electing to participate in the Cash Balance Plan pursuant to Section 16-26(c). For employees holding a position identified in PERC certification No. 529, as amended or superseded, these same provisions of this section shall apply, provided only that each occurrence of the date “October 1, 2018,” shall be instead “April 1, 2022.”

Section 7. Severability. That if any word, phrase, clause, subsection or section of this ordinance for any reason be held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 8. Repeal of Laws in Conflict. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith and the same are hereby repealed to the extent of such conflict.

Section 9. Codification. The sections of this Ordinance may become a part of the City Code of Ordinances and may be renumbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section,” “division,” or any other appropriate word.

Section 10. This Ordinance shall become effective upon passage.

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the 1<sup>st</sup> day of March, 2022.

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

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

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

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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





March 11, 2022

Mr. Albert Lovingood  
The Resource Centers, LLC  
4360 Northlake Blvd. Suite 206  
Palm Beach Gardens, FL 33410

**Re: Lake Worth Beach General Employees Retirement System**

Dear Albert:

As requested, we have prepared the enclosed Actuarial Impact Statement measuring the first-year financial impact of the proposed ordinance which would amend the Plan as described below.

**Summary of Plan Changes**

For plan members holding a position identified in PERC certification No. 529, as amended or superseded (IBEW employees), the following changes will apply:

For members hired prior to October 1, 2010 who are employed by the City as of March 31, 2022:

- The vesting schedule would be changed from 50% after completion of 10 Years of Credited Service (grading up to 100% after completion of 20 Years of Credited Service) to 100% after completion of 10 Years of Credited Service.
- The Normal Retirement eligibility criteria would be revised to add attainment of the "Rule of 80" (in addition to the current criteria of attainment of age 55 with 30 years of service or attainment of age 65 with 10 years of service). The "Rule of 80" is attained when the sum of an employee's age and years of Credited Service equals 80.
- The benefit multiplier would be increased from 2.0% to 2.25% for all years of Credited Service earned after September 30, 2010.

For members hired between October 1, 2010 and March 31, 2022 who are employed by the City as of March 31, 2022:

- A choice will be given between the current plan with no changes or the new cash balance plan described below. Employees who switch will become 100 percent vested in benefits accrued through March 31, 2022.

For members hired after March 31, 2022:

- All automatically enter a "5/5/5 Cash Balance Plan" under which they would accumulate a cash balance benefit with 5.0% City contributions and 5.0% member contributions and earn a fixed 5.0% annual interest crediting rate, credited quarterly at an effective quarterly rate of 1.2273% per quarter. The cash balance benefit will have 100% immediate vesting with no forfeitures upon death of the member.

IBEW employees who terminate, retire or enter the DROP prior to March 31, 2022 would not be affected by any plan changes.

The Statement must be filed with the Division of Retirement. Please have a member of the Board of Trustees sign the Statement. Then send the Statement along with a copy of the proposed Ordinance to Tallahassee.

### **Summary of Results**

The enclosed exhibits present the impact of the proposed plan changes. As shown on the exhibits, the proposed ordinance would:

- Increase the first-year required City contribution by \$207,374.
- Increase the unfunded actuarial accrued liability as of October 1, 2021 by \$1,839,525.

The impact was measured by an actuarial valuation performed as of October 1, 2021, using IBEW employee census data provided by the City and Plan administrator for this purpose. Only active IBEW plan members who were employed by the City as of the October 1, 2021 actuarial valuation date were included in this Actuarial Impact Statement.

Please note that as of the current valuation date, no IBEW members have had the chance to elect to switch to the cash balance plan, and we have not assumed any IBEW members will elect to switch to the cash balance plan for this Actuarial Impact Statement. The impact of any actual elections by IBEW members to switch to the cash balance plan will be measured once all elections have been made.

### **Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution**

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. The assumptions used to determine the contribution requirement and accrued liability in this report are the same as those used in the October 1, 2019 Actuarial Valuation Report dated May 4, 2020, with two exceptions:

- The mortality tables and improvement scales were updated to the tables used by the Florida Retirement System (FRS) for Regular Class members in the July 1, 2020 FRS actuarial valuation report.
- The assumed annual investment return rate was reduced from 7.2% to 7.0%.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in plan provisions or applicable law. Please refer to the October 1, 2019 Actuarial Valuation Report dated May 4, 2020 for additional discussions regarding the risks associated with measuring the accrued liability and the actuarially determined contribution.

The scope of this supplemental valuation does not include an analysis of the potential range of such future measurements or a quantitative measurement of the future risks of not achieving the assumptions. In certain circumstances, detailed or quantitative assessments of one or more of these risks as well as various plan maturity measures and historical actuarial measurements may be requested from the actuary. Additional risk assessments are generally outside the scope of an Actuarial Impact Statement. Additional assessments may



include stress tests, scenario tests, sensitivity tests, stochastic modeling, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability.

## **Disclosures**

This report was prepared at the request of the City of Lake Worth Beach and the Pension Board and is intended for use by the City and the Pension Board and those designated or approved by the City or Board. This report may be provided to others only in its entirety and only with the permission of the City and Board.

This report is intended to describe the financial effect of the proposed plan changes on the retirement system. Except as otherwise noted, potential effects on other benefit plans were not considered. No statement in this report is intended to be interpreted as a recommendation in favor of the changes, or in opposition to them. This report should not be relied on for any purpose other than the purpose described above. GRS is not responsible for unauthorized use of this report.

This report was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

Except for the changes described herein, the actuarial assumptions, methods, and plan provisions utilized in these calculations are the same as those used in the Actuarial Valuation as of October 1, 2019, presented in our Report dated May 4, 2020. The census data utilized in these calculations is the updated IBEW active member census data as of October 1, 2021, provided by the City and the Plan administrator for this impact statement. A brief summary of the census data used is shown on last page of this report.

The date of the valuation was October 1, 2021. This means that the results of the supplemental valuation indicate how the October 1, 2021 valuation would have been impacted if the proposed benefit changes had taken effect on that date. Supplemental valuations do not predict the result of future actuarial valuations. Rather, supplemental valuations give an indication of the cost of the benefit change only without comment on the complete end result of future valuations.

If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge, the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.



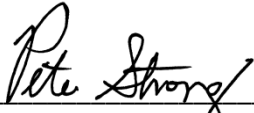


Mr. Albert Lovingood  
March 11, 2022  
Page 4

Peter N. Strong and Nicolas Lahaye are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. They are independent of the plan sponsor.

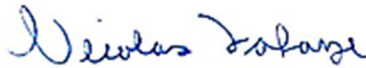
We welcome your questions and comments.

Sincerely yours,  
Gabriel, Roeder, Smith & Company



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Peter N. Strong, FSA, MAAA, FCA  
Enrolled Actuary No. 20-06975



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Nicolas Lahaye, FSA, MAAA, FCA  
Enrolled Actuary No. 20-07775

Enclosures



## CITY OF LAKE WORTH BEACH GENERAL EMPLOYEES RETIREMENT SYSTEM

### Impact Statement – March 11, 2022

#### Description of Amendments

For plan members holding a position identified in PERC certification No. 529, as amended or superseded (IBEW employees), the following changes will apply:

For members hired prior to October 1, 2010 who are employed by the City as of March 31, 2022:

- The vesting schedule would be changed from 50% after completion of 10 Years of Credited Service (grading up to 100% after completion of 20 Years of Credited Service) to 100% after completion of 10 Years of Credited Service.
- The Normal Retirement eligibility criteria would be revised to add attainment of the “Rule of 80” (in addition to the current criteria of attainment of age 55 with 30 years of service or attainment of age 65 with 10 years of service). The “Rule of 80” is attained when the sum of an employee’s age and years of Credited Service equals 80.
- The benefit multiplier would be increased from 2.0% to 2.25% for all years of Credited Service earned after September 30, 2010.

For members hired between October 1, 2010 and March 31, 2022 who are employed by the City as of March 31, 2022:

- A choice will be given between the current plan with no changes or the new cash balance plan described below. Employees who switch will become 100 percent vested in benefits accrued through March 31, 2022.

For members hired after March 31, 2022:

- All automatically enter a “5/5/5 Cash Balance Plan” under which they would accumulate a cash balance benefit with 5.0% City contributions and 5.0% member contributions and earn a fixed 5.0% annual interest crediting rate, credited quarterly at an effective quarterly rate of 1.2273% per quarter. The cash balance benefit will have 100% immediate vesting with no forfeitures upon death of the member.

IBEW employees who terminate, retire or enter the DROP prior to March 31, 2022 would not be affected by any plan changes. For purposes of this impact statement, we have not assumed any current members will elect to switch to the cash balance plan. The impact of any actual elections by members to switch to the cash balance plan will be measured once all elections have been made.

#### Funding Implications of Amendment

An actuarial cost estimate is attached.

#### Certification of Administrator

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.

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For the Board of Trustees as Plan Administrator



## SUPPLEMENTAL ACTUARIAL VALUATION REPORT

### Plan

Lake Worth Beach General Employees Retirement System

### Valuation Date

October 1, 2021

### Date of Report

March 11, 2022

### Report Requested by

City of Lake Worth Beach

### Prepared by

Peter N. Strong

### Group Valued

Only active members of the Plan holding a position identified in PERC certification No. 529, as amended or superseded (IBEW employees).

### Benefit Provisions Being Considered for Change

For plan members holding a position identified in PERC certification No. 529, as amended or superseded (IBEW employees), the following changes will apply:

For members hired prior to October 1, 2010 who are employed by the City as of March 31, 2022:

- The vesting schedule would be changed from 50% after completion of 10 Years of Credited Service (grading up to 100% after completion of 20 Years of Credited Service) to 100% after completion of 10 Years of Credited Service.
- The Normal Retirement eligibility criteria would be revised to add attainment of the "Rule of 80" (in addition to the current criteria of attainment of age 55 with 30 years of service or attainment of age 65 with 10 years of service). The "Rule of 80" is attained when the sum of an employee's age and years of Credited Service equals 80.
- The benefit multiplier would be increased from 2.0% to 2.25% for all years of Credited Service earned after September 30, 2010.

For members hired between October 1, 2010 and March 31, 2022 who are employed by the City as of March 31, 2022:

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IBEW employees who terminate, retire or enter the DROP prior to March 31, 2022 would not be affected by any plan changes. For purposes of this impact statement, we have not assumed any current members will elect to switch to the cash balance plan. The impact of any actual elections by members to switch to the cash balance plan will be measured once all elections have been made.

**Actuarial Assumptions and Methods**

The assumptions used to determine the contribution requirement and accrued liability in this report are the same as those used in the October 1, 2019 Actuarial Valuation Report dated May 4, 2020, with two exceptions:

- The mortality tables and improvement scales were updated to the tables used by the Florida Retirement System (FRS) for Regular Class members in the July 1, 2020 FRS actuarial valuation report.
- The assumed annual investment return rate was reduced from 7.2% to 7.0%.

All other assumptions are the same as used in the October 1, 2019 Actuarial Valuation Report. Some of the key assumptions/methods are:

**Salary Increase Rates:**

Years of Service	Merit and Seniority	Base (Economic)	Total Increase
1	5.0%	2.5%	7.5%
2	4.0%	2.5%	6.5%
3 & Over	2.5%	2.5%	5.0%

**Cost Method:**

Entry Age Normal

**Amortization Period for Any Change in Actuarial Accrued Liability**

25 years

**Summary of Data Used in Report**

See attached page

**Actuarial Impact of Proposal(s)**

See attached page(s). This Actuarial Impact Statement measures the first-year financial impact of the proposed ordinance.

**Special Risks Involved with the Proposal That the Plan Has Not Been Exposed to Previously**

None

**Other Cost Considerations**

For purposes of this impact statement, we have not assumed any current members will elect to switch to the cash balance plan. The impact of any actual elections by members to switch to the cash balance plan will be measured once all elections have been made.



**IMPACT ON ACTUARIALLY DETERMINED CONTRIBUTION (ADC)**

A. Valuation Date	October 1, 2021
	<b><u>Net Increase</u></b>
B. ADC to Be Paid During Fiscal Year Ending	9/30/2023
C. Assumed Dates of Employer Contribution	Monthly
D. Annual Payment to Amortize Unfunded Actuarial Liability	\$ 147,524
E. Employer Normal Cost	44,808
F. Employer ADC if paid on the Valuation Date: D+E	192,332
G. Employer ADC Adjusted for Frequency of Payments	199,398
H. Assumed Rate of Increase in Covered Payroll to Contribution Year	4.00 %
I. Employer ADC for Contribution Year:	207,374

<b>IMPACT ON ACTUARIAL VALUE OF BENEFITS AND ASSETS</b>	
A. Valuation Date	October 1, 2021
	<b><u>Net Increase</u></b>
B. Actuarial Present Value of All Projected Benefits for	
1. Active Members	
a. Service Retirement Benefits	\$ 2,133,269
b. Vesting Benefits	(374,062)
c. Disability Benefits	(35,461)
d. Preretirement Death Benefits	(176,957)
e. Return of Member Contributions	0
f. Total	<u>1,546,789</u>
2. Inactive Members	
a. Service Retirees & Beneficiaries	0
b. Disability Retirees	0
c. Terminated Vested Members	<u>0</u>
d. Total	0
3. Total for All Members	1,546,789
C. Actuarial Accrued (Past Service) Liability	1,839,525
D. Actuarial Value of Accumulated Plan Benefits per FASB No. 35	N/A
D. Plan Assets	
1. Market Value	0
2. Actuarial Value	0
E. Unfunded Actuarial Accrued Liability	1,839,525
F. Actuarial Present Value of Projected Covered Payroll	(5,595,866)
G. Actuarial Present Value of Projected Member Contributions	(436,478)



<b>IMPACT ON CALCULATION OF EMPLOYER NORMAL COST</b>	
A. Valuation Date	October 1, 2021
	<b><u>Net Increase</u></b>
B. Normal Cost for	
1. Service Retirement Benefits	\$ 43,613
2. Vesting Benefits	1,750
3. Disability Benefits	(339)
4. Preretirement Death Benefits	(2,385)
5. Return of Member Contributions	<u>2,169</u>
6. Total for Future Benefits	44,808
7. Assumed Amount for Administrative Expenses	<u>0</u>
8. Total Normal Cost	44,808
C. Expected Member Contribution	0
D. Employer Normal Cost: B8-C	44,808

PARTICIPANT DATA USED*	
	October 1, 2021
<b>ACTIVE MEMBERS</b>	
Number	83
Covered Annual Payroll	\$ 5,750,166
Average Annual Payroll	\$ 69,279
Average Age	48.1
Average Past Service	9.8
Average Age at Hire	38.3

\*Only active IBEW members were valued in this impact statement.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** March 15, 2022

**DEPARTMENT:** Leisure Services

**TITLE:**

Agreement for Integrated Parking Management System with ParkMobile, LLC

**SUMMARY:**

Agreement for Integrated Parking Management System with ParkMobile, LLC

**BACKGROUND AND JUSTIFICATION:**

On April 1, 2013, the City entered into a Parking Services Agreement with ParkMobile to provide parking management equipment and services to the City under ParkMobile's National Cooperative Purchasing Alliance (NCPA) award. This contract term was extended multiple times consistent with ParkMobile's active award through the NCPA.

On December 8, 2020, the NCPA awarded a contract for an Integrated Parking Management System under RFP #32-20 to ParkMobile.

The City requested and the Contractor along with NCPA has agreed to extend the same terms and conditions of the NCPA contract to the City for Integrated Parking Management System. The new Agreement is valid through December 31, 2023.

Consistent with the City Code of Ordinances, Chapter 2 Administration Article XIV. Purchasing Section 20112- Procurement Process (e) Alternative Procurements, the City may participate in cooperative purchasing agreements and utilize other government contracts for procurement of goods and services.

The City has agreed to a new contract with a term consistent with the term of the NCPA contract which is valid through December 31, 2023 (3-month term for FY 2024).

**MOTION:**

Move to approve/disapprove the contract with ParkMobile, LLC for \$66,750 through December 31, 2023. This contract value is an estimate based on projected usage and is recorded as a liability to the City. This does not result in a direct expense.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement



**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	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	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:**

**AGREEMENT FOR INTEGRATED PARKING MANAGEMENT SYSTEM**  
**(Utilizing National Cooperative Purchasing Alliance (Contract# RFP 32-20))**

THIS AGREEMENT FOR INTEGRATED PARKING MANAGEMENT SYSTEM (“Agreement”) is made as of the \_\_\_\_\_, 2021, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and **PARK MOBILE, LLC**, a Limited Liability Company authorized to do business in the State of Florida, whose address 1100 Spring Street NW, Ste 200 Atlanta GA 30309 (“CONTRACTOR”).

**RECITALS**

WHEREAS, the CITY’s Leisure Service department is in need of an Integrated Parking Management System; and

WHEREAS, on December 8, 2020, the National Cooperative Purchasing Alliance awarded a contract for an Integrated Parking Management System under RFP #32-20 to the CONTRACTOR (“NCPA Contract”); and

WHEREAS, the CITY has requested and the CONTRACTOR along with the National Cooperative Purchasing Alliance has agreed to extend the terms and conditions of the NCPA Contract to the CITY for an Integrated Parking Management System; and,

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. The NCPA Contract. The terms and conditions of the NCPA Contract are adopted by reference and established in this Agreement as if set forth at length herein. Accordingly, the CITY shall have all rights and responsibilities as a participating entity under the NCPA Contract. All required insurance policies of the CONTRACTOR under the NCPA Contract are required under this Agreement and will list the CITY as an additional insured.
3. Term. The term of this Agreement shall be consistent with the term of the NCPA Contract, which is valid until December 31, 2023 (unless earlier terminated by the CITY or CONTRACTOR as stated herein). If the NCPA Contract is extended beyond December 31, 2023, the CITY and CONTRACTOR may extend the term of this Agreement commensurate with that of the NCPA Contract extension by written amendment.
4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

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

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

6. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement. Notices to the CITY shall be to the attention of the City Manager.



- E. The CITY and the CONTRACTOR agree that this Agreement (including the terms and conditions of NCPA Contract) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- J. **PUBLIC RECORDS.** The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
  - 1. Keep and maintain public records required by the CITY to perform the service.
  - 2. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
  - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the

CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.**

**K. SCRUTINIZED COMPANIES.**

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
2. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

L. E-VERIFY.

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

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

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



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

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, 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:  
**PARKMOBILE, LLC**  
LIMITED LIABILITY  
SEAL  
2014  
DELAWARE  
COMPANY  
[Corporate Seal]  
STATE OF FLORIDA  
COUNTY OF PUERTO RICO

**PARKMOBILE, LLC**  
By: \_\_\_\_\_  
Print Name: Tony Stewart  
Title: Chief Legal officer + Secretary

THE FOREGOING instrument was acknowledged before me by means of • physical presence or  
• online notarization on this 9<sup>th</sup> day of December 2021, by Tony Stewart, as the  
CLO/secretary [title] of **PARKMOBILE LLC**, A Limited Liability Company, which is  
authorized to do business in the State of Florida, who is personally known to me or who has  
produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly  
authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

**KIMBERLY J. RAMSEY**  
NOTARY PUBLIC  
My Commission Expires  
2/17/22  
GWINNETT COUNTY, GEORGIA

Kimberly Ramsey  
NOTARY PUBLIC

**EXHIBIT "A"**

<b>USER FEES</b>		
On-Demand User Fee	\$0.35	per transaction

**MERCHANT OF RECORD**

The parties designate Client as the merchant of record. Client is responsible for the payment of payment processing and related fees. ParkMobile will pass real-time authorized debit/credit card transactions to Client's processing partner via a gateway solution. ParkMobile will issue invoices to Client on a monthly basis for all fees due to ParkMobile under this Agreement. Client shall pay each invoice within thirty (30) days of the invoice date.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** March 15, 2022

**DEPARTMENT:** Public Works

**TITLE:**

Amendment #3 with AE Engineering, Inc., for additional professional CEI Services

**SUMMARY:**

Amendment #3 with AE Engineering authorizes additional CEI services for the Park of Commerce Phase 2 project at a cost not to exceed \$32,447.50.

**BACKGROUND AND JUSTIFICATION:**

The Park of Commerce Phase 2 project is 100% complete and numerous unforeseen delays and conditions were encountered which delayed the construction final completion schedule.

The City's Construction Engineering and Inspection (CEI) services consultant, AE Engineering, is an integral component of the project for inspection services, but also to serve as the City's liaison with FDOT for the grant requirements for the project. The project initially had a contract completion date of May 15, 2021, and due to the delays encountered on the project it reached final completion September 2021. The proposed amendment authorizes AE Engineering to perform necessary CEI services to perform contract close out services for the project and achieve all the grant requirements and deadlines. The Amendment is at a cost not to exceed \$32,447.50.

**MOTION:**

Move to approve/disapprove Amendment #3 with AE Engineering, Inc., for additional professional CEI Services

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Amendment #3



**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	32,447.50	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
<b>Net Fiscal Impact</b>	<b>32,447.50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Agenda Expenditure	Balance
304-5020-541-63-15	Improve other than build	SG1804	466,368.00	343,399.58	27,869.21	315,530.37
422-7034-533-63-60	Water / Mains	SG1804	4,064.00	2,639.74	950.27	1,689.47
421-6034-531-63-15	Improve other than build	GV2102	6,028.00	5,659.23	3,628.02	2,031.21

### THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT to the Professional Services Agreement for Construction Engineering and Inspection (CEI) Services for the Florida Department of Transportation (FDOT) Phase 2 Local Agency Program (LAP) project (“Amendment”) is made as of \_\_\_\_\_, 2022, by and between the **City of Lake Worth Beach**, Florida, a Florida municipal corporation (“CITY”) and **AE Engineering, Inc.**, a Florida Corporation (“CONSULTANT”).

**WHEREAS**, on June 23, 2020 after a competitive selection process under the CCNA, the CITY and CONSULTANT entered into a Professional Services Agreement for CONSULTANT to provide Construction Engineering and Inspection Services to the CITY (the “Agreement”);

**WHEREAS**, the CONSULTANT has submitted a proposal to provide additional resources and re-scheduling of operations to supplement the necessary inspection services; and

**WHEREAS**, on April 7<sup>th</sup>, 2021 the CITY and CONSULTANT amended the Agreement to add additional services: and

**WHEREAS**, on June 28, 2021 the CITY and CONSULTANT amended the Agreement for a second time to add additional services; and

**WHEREAS**, the CITY and the CONSULTANT desire to amend the agreement for a third time to add additional services as described in Exhibit A which is attached hereto and incorporated herein; 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**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Scope of Services.** The parties agree that the scope of services is amended to include the additional services described in **Exhibit “A”**.

3. **Compensation to Consultant.** The compensation to be paid by the CITY to the CONSULTANT for the additional services described in **Exhibit “A”** shall not exceed Thirty Two Thousand Four Hundred Forty Seven dollars and Fifty Cents (\$32,447.50).

4. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement, the First Amendment, the Second Amendment 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 (except as amended herein) remain in full force and effect.

5. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

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



IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Professional Services Agreement for Construction Engineering and Inspection Services on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**A.E. Engineering Inc.**

By: \_\_\_\_\_  
Print Name: Cory Nichols  
Title: Senior Vice President

[Corporate Seal]

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH    )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 22<sup>nd</sup> day of February 2022, by Cory Nichols, as the Sn Vice President [title] of A.E. Engineering Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:



EXHIBIT "A"



February 17, 2022

Mr. Felipe Lofaso, Assistant Director | Public Works Department  
 City of Lake Worth Beach – Public Works Dept.  
 1749 3rd Avenue South  
 Lake Worth, FL 33460

RE: CEI Services for Park of Commerce Phase 2 FDOT Lap Project – SA 3

Dear Mr. Lofaso,

The project team assigned to this contract required additional resources to cover the operations and project administration as needed to cover the acceptance, closeout, and reimbursement assistance. We are requesting the City of Lake Worth Beach to consider allocating additional funds per the schedule below to allow AE Engineering Inc. to cover the close out phase adequately.

Name	Company	Position	2021				2022		Total Man Months	Total Man Hours	Rate	Amount
			SEPT	OCT	NOV	DEC	JAN	FEB				
		End of Construction										
		Final Estimates / LAP closeout										
Ricardo Beraybar, P.E.	AE	Sr. Project Engineer	0.02	0.02	0.02	0.02	0.02	0.00	0.10	16.50	\$ 190.00	\$ 3,135.00
Andres Atehorua	AE	Project Administrator	0.20	0.20	0.10	0.10	0.05	0.02	0.67	110.55	\$ 150.00	\$ 16,582.50
Siva Bathuta	AE	LAP CSS	0.20	0.10	0.10	0.10	0.10	0.02	0.62	101.84	\$ 125.00	\$ 12,730.00
Man Month Subtotal			0.42	0.32	0.22	0.22	0.17	0.04	1.39	228.89		\$ 32,447.50

If you have any questions or need further information, please do not hesitate to contact us at (786) 236-0791.

Sincerely,

Roderick Myrick, P.E., President

219 N Newnan Street •4th Floor •Jacksonville, Florida, 32202

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** March 15, 2022

**DEPARTMENT:** Financial Services

**TITLE:**

Agreement with Stantec Consulting Services, Inc for Comprehensive Sustainability Analysis for the City for the FY 2023 Budget not to exceed \$125,423

**SUMMARY:**

The Agreement will provide an update to the FY2022 Comprehensive Integrated Financial Sustainability Analysis which provided framework for the City's FY 2023 budget and budget projections through FY 2032.

**BACKGROUND AND JUSTIFICATION:**

As demonstrated during the FY 2019, 2020, 2021 and 2022 budget process, Stantec FAMS-EL© Model provides a dashboard of information and variables for multi-year budgets and plans. The Model plots multiple variables in the City's differing funds and enables the City to obtain real-time information on proposed changes to those funds.

Stantec Consulting Services, Inc has provided the City with a written proposal to provide an updated Revenue Sufficiency Analysis for FY 2023 budget preparation in the amount not to exceed \$125,423. The City's Procurement Code, section 2-112 (g) and City Procurement Policy authorize the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection. The City's procurement code, section 2-112 (e), similarly authorizes a single source procurement without competition if the single source is the only practical source or in the best interest of the City. Based on Stantec's past service and experience with the City and propriety FAMS-XL© Model, the City may enter into a direct professional services agreement with Stantec to provide an update of its Comprehensive Integrated Financial Sustainability Analysis for the City's major funds for FY 2023 budget preparation.

**MOTION:**

Move to approve/disapprove the agreement with Stantec for an updated Comprehensive Integrated Financial Sustainability Analysis for FY 2023 Budget Preparation, not to exceed \$125,423.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement



## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	0	0	0	0	0
Operating Expenditures	125,423	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	125,423	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	FY22 Budget	Current Balance	Agenda Expenditure	Balance
001-9010-519.34-50	Contractual Services	302,099	78,746.11	26,321.00	52,425.11
140-8055-575.31-90	Professional Services	112,209	77,217.87	3,045.25	74,172.62
140-8056-575.31-90	Professional Services	3,592	3,350.20	3,045.25	304.95
140-8072-572.31-90	Professional Services	1,772	1,674.42	1,218.10	456.32
140-8074-575.31-90	Professional Services	5,407	5,024.15	4,872.40	151.75
401-6010-531.31-90	Professional Services	406,193	357,611.10	25,462.00	332,149.10
402-7010-533.31-90	Professional Services	285,843	153,090.17	17,827.00	135,263.17
403-7010-535.34-50	Contractual Services	152,124	142,611.09	17,827.00	124,784.09
408-5090-538.31-90	Professional Services	54,838	20,761.33	12,817.00	7,944.33
410-5081-534.34-50	Contractual Services	35,622	16,215.29	7,793.40	8,421.89
410-5082-534.34-50	Contractual Services	7,101	5,287.54	1,298.80	3,988.74
410-5083-534.34-51	Contractual Services	10,310	10,000.46	2,597.80	7,402.66
410-5084-534.34-51	Contractual Services	10,000	10,000	1,298.00	8,702.00

**PROFESSIONAL SERVICES AGREEMENT**  
**(FY 2022 Comprehensive Integrated Financial Sustainability Analysis)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on \_\_\_\_\_, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Stantec Consulting Services, Inc.**, a corporation authorized to do business in the State of Florida (“Consultant”).

**RECITALS**

**WHEREAS**, the Consultant has provided the City with a written proposal for a FY2022 Comprehensive Integrated Financial Sustainability Analysis; and

**WHEREAS**, the City’s procurement code, section 2-112(c), authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection; and

**WHEREAS**, the City’s procurement code, section 2-112(f), similarly authorizes a single source procurement without competition if the single source is the only practicable source or in the best interest of the City; and

**WHEREAS**, based on the Consultant’s past service and experience with the City; the Consultant’s development of its FAMS-XL© model for the City’s Enterprise Funds and General Fund; the Consultant’s distinctive field of expertise and experience in creating comprehensive integrated revenue sufficiency analysis; and, the substantial development delay in seeking similar services from another consultant, the City desires to enter into a direct professional services agreement with the Consultant to perform the FY 2022 comprehensive integrated financial sustainability analysis; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City; and,

**WHEREAS**, the City finds this Agreement serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT’S SERVICES.** As more specifically set forth in the Consultant’s proposal (dated February 3, 2022) which is attached hereto as **Exhibit “A”** and incorporated herein, the Consultant shall update the source data, assumptions and projections within its FAMS-XL© modeling system for each of the City’s enterprise funds (water, local sewer, stormwater, sanitation, beach and electric) as well as the City’s general fund. The Consultant shall also develop a corresponding revenue sufficiency analysis report reflecting the updated projections and information regarding the City’s enterprise funds and the City’s general fund.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.



#### SECTION 4: TERM, TIME AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for the term necessary to complete all services as set forth in the Consultant's proposal (Exhibit "A") unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that



no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

#### **SECTION 5: COMPENSATION.**

a. Payments. The City agrees to compensate the Consultant in accordance with the rate schedule set forth in **Exhibit "A"**; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed One Hundred Twenty-Five Thousand, Four Hundred Twenty Three Dollars (\$125,423.00).** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement and not set forth in Exhibit "A".

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.** The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. 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 the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement,



the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

**SECTION 10: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

**SECTION 11: INSURANCE.** Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 12: SUCCESSORS AND ASSIGNS.** The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach  
Attn: City Manager  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

and if sent to the Consultant, shall be sent to:

Stantec Consulting Services, Inc.  
Attn: David Hyder, Senior Principal – Financial Services  
777 S. Harbor Island Blvd., Suite 600  
Tampa, FL 33602

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.



**SECTION 21: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** 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.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, or electronically and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit "A", the terms and conditions 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.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the City shall become the property of the City. The Consultant may keep



copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents. **The City shall have no ownership, license to or other right to use the Consultant's FAMS-XL© Model under this Agreement. All rights title and interest in the Consultant's FAMS-XL© Model shall remain with the Consultant.**

**SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: CITY CLERK, AT (561) 586-1662, CITY CLERK@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

**SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION.** Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to



whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

**SECTION 35: EXPORT ADMINISTRATION.** Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

**SECTION 36: NO THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries under this Agreement.

**SECTION 37: SCRUTINIZED COMPANIES.**

a. The Consultant 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 Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant 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 Consultant 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 Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant 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 Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Consultant 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 Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant 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.

**SECTION 38: E-VERIFY**

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant 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 of its 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 Consultant 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.

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

IN WITNESS WHEREOF the parties hereto have made and executed this Professional Services Agreement (FY 2022 Comprehensive Integrated Financial Sustainability Analysis) on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

By: \_\_\_\_\_  
Mellissa Ann Coyne, 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

CONSULTANT:

**STANTEC CONSULTING SERVICES, INC.**

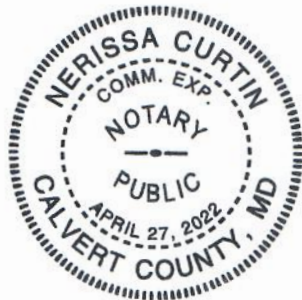
By: David Hyder  
Print Name: David Hyder  
Title: Senior Principal

[Corporate Seal]

STATE OF Maryland )  
COUNTY OF Calvert )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 25<sup>th</sup> day of February 2022, by David Hyder, as the Senior Principal [title] of Stantec Consulting Services Inc., a Florida Corporation, who is personally known to me or who has produced MD Driver's License 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:** March 1, 2022

**DEPARTMENT:** Recreation and Financial  
Services

**TITLE:**

Resolution No. 15-2022 – Sixth Operating Budget Amendment for FY 2022 to appropriate \$75,000 of JAG grant funding to implement a pilot communications platform using kiosks

**SUMMARY:**

Resolution No. 15-2022 authorizes a budget amendment to implement a kiosk pilot program to improve Citywide communications with residents.

**BACKGROUND AND JUSTIFICATION:**

The City's experience in dealing with emergency situations, including the COVID-19 pandemic, has revealed the limitation of current methods to provide critical information to our diverse population. Paper forms of communication have been slow in a situation that has been rapidly changing and electronic forms have relied on residents having access to their own devices and internet capability that is problematic in the City's hard to reach communities. In order to more effectively deal with this problem of communication, the City intends to implement a pilot program that will deploy a set of kiosks throughout the City in readily accessible areas that can provide current information to the public rapidly.

The funds from the program will come from the JAG Coronavirus Emergency Response grant awarded in January 2020.

**MOTION:**

Move to approve/disapprove Resolution No. 15-2022 – Sixth Operating Budget Amendment for FY 2022 to appropriate \$75,000 of JAG grant funding to implement a pilot communications platform using kiosks

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution15-2022  
Exhibit A  
Kiosk Pilot Program FAQ



**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	75,000	0	0	0	0
External Revenues	75,000	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY22 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
001-8010-513.48-00	Administrative/Promotional Activities	N/A	\$1,500	\$1,298.89	\$75,000	\$75,000	\$1,298.89

RESOLUTION NO. 15-2022, SIXTH BUDGET AMENDMENT OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; 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. 60-2021 on September 27, 2021;

WHEREAS, the City finds it is necessary and essential to amend the FY 2022 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2022 Annual Operating Budget amendments set forth herein serves a valid public purpose.

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

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2021, and ending and including September 30, 2022.

Section 3 The funds and available resources and revenues that are set out and attached as Exhibit "A" and incorporated herein by reference, be, and the same hereby are, appropriated to provide the monies to be used to pay the necessary operating and other expenses of the respective funds and departments of the City for the fiscal year.

Section 4. The sums, which are set out in Exhibit "A" and herein incorporated by reference, listed as operating and other expenses of the respective funds and departments of the City, be, and the same hereby are, appropriated and shall be paid out of the revenues herein appropriated for the fiscal year.

Section 5. The revenues and the expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended City of Lake Worth Operating Budget for the fiscal year as attached in Exhibit "A".

Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance

Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the operation of the City and its other enterprises for the fiscal year.

Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY 2022 Annual Operating Budget for the fiscal year remains in full force and effect.

Section 8. This resolution shall become effective immediately upon passage.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the 15<sup>th</sup> day of March 2022.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



		FY 2021	FY 2022	FY 2022	FY 2022
		Budget	Budget	Budget	Budget
		Adopted	Amendment	Amended	
<b><u>Expenditure</u></b>					
Administration					
	Wages	179,340	90,966	-	90,966
	Benefits	87,763	46,370	-	46,370
	Subtotal	267,103	137,336	-	137,336
	Operating Expenditures	1,500	1,500	75,000	76,500
	Total	268,603	138,836	75,000	213,836

# **CITY OF LAKE WORTH BEACH**

## **PROPOSED KIOSK PILOT PROGRAM**

The City's experience in dealing with emergency situations, including the COVID-19 pandemic, has revealed the limitation of current methods to provide critical information to our diverse population. Paper forms of communication have been slow in a situation that has been rapidly changing and electronic forms have relied on residents having access to their own devices and internet capability that is problematic in the City's hard to reach communities. In order to more effectively deal with this problem of communication, the City intends to implement a pilot program that will deploy a set of kiosks throughout the City in readily accessible areas that can provide current information to the public rapidly.

### **What are the kiosks and their designed purpose?**

The proposed kiosks are special outdoor devices with features that include unbreakable glass, full weatherproofing, and backup power sources so they can continue to work even during a power outage. During normal times the kiosks will provide information to the public regarding upcoming events, refuse schedules, and maps of city properties and public facilities. More importantly, they will provide critical information to the public about emergency situations, such as the ongoing pandemic.

### **What will the proposed pilot program include?**

This pilot program will serve as a key component of the City's emergency plan by providing relevant emergency updates to the public. This information will be provided in English, Spanish and Haitian Creole so that all residents will receive the information in the language they are most comfortable with and best comprehend. The kiosks will be of utmost importance should the City lose power and internet capability as residents will be able to make their way to the kiosk and get up-to-date information.

### **What information will the kiosks provide?**

Each kiosk will have a touch enabled screen and the capability for residents to get information from the City in their preferred language. When not in active use the screen will display City Information about upcoming events and information of interest. In the case of an emergency the kiosks will be switched to an emergency mode and will provide important information such as evacuation routes, warnings, and other life safety information. In addition, the kiosks will provide up-to-date information about the pandemic, including vaccination sites and the availability of the vaccine.

### **Where will the kiosks be located?**

The kiosks will be placed in key public areas of the City that are easily accessible for residents. Potential locations would include the Cultural Plaza in the heart of the downtown district, at City Hall, at the City's Community Sustainability building in the western portion of the City, in a park in the northern part of the City and in a park in the southern part of the City. It is critical to have this information made available to hard to reach populations within the jurisdiction, including the availability of the Covid-19 vaccine.

**What is the anticipated cost of the kiosks?**

The estimated cost for the five (5) kiosks and their installation is approximately \$75,000. The actual cost will be determined by competitive procurement conducted by City staff. Multiple vendors have been identified that are capable of producing the kiosks and the required Graphical User Interface to make them suitable for the designed purpose.



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** March 15, 2022

**DEPARTMENT:** Financial Services

**TITLE:**

Resolution No. 16-2022 – establishing an official signatory for all bank related functions

**SUMMARY:**

Current City policy provides for the Director of Financial Services and the Assistant Director of Financial Services, to act as an official signatory on all bank related functions.

**BACKGROUND AND JUSTIFICATION:**

The current bank accounts that are owned and maintained by the City, allow for the Director of Financial Services and the Assistant Director of Financial Services, to act as an official signatory on all bank related functions. This means that the people holding those titles are officially responsible for executing all checks and other documents that require signature. The objective of this resolution is to repeal any previous versions that may be in conflict.

**MOTION:**

Move to approve/disapprove Resolution 16-2022 establishing an official signatory for all bank related functions.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution 16-2022

RESOLUTION NO. 16-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE FINANCIAL SERVICES DIRECTOR AND ASSISTANT FINANCIAL SERVICES DIRECTOR AS THE TWO AUTHORIZED SIGNATORIES FOR ALL DISBURSEMENTS, TRANSFERS, AND WITHDRAWAL OF FUNDS FROM CITY ACCOUNTS; AND PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, signing for the disbursements, transfers, and withdrawals of funds from City accounts is an operational level activity best handled by City staff with knowledge of the operational need for such activity; and

WHEREAS, the City Commission in conjunction with the Financial Services Department have determined that the Financial Services Director and Assistant Financial Services Director should be designated as the two (2) authorized signatories on disbursements, transfers, and withdrawals of funds from City accounts; and,

WHEREAS, the City Commission has determined that the adoption of this Resolution is in the best interests of the City and serves a valid public purpose.

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

Section 1. The Director of Financial Services and the Assistant Director of Financial Services shall be the two (2) required signatories on all disbursements, transfers, and withdrawals of funds from City accounts.

Section 2. The Financial Services Director is authorized to provide samples of the Financial Services Director's and the Assistant Financial Services Director's signatures to the City's investment managers and banking institutions for verification of the same.

Section 3. All resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall become effective upon its adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the 1<sup>st</sup> day of March, 2022.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** March 15, 2022

**DEPARTMENT:** Financial Services and  
Electric Utilities

**TITLE:**

Re-purpose \$75,000 allocated to the PBC School Board WiFi Project to be used to fund the City Hall EV Charging Stations

**SUMMARY:**

The Electric Utility department is requesting to re-purpose \$75,000 originally appropriated to the PBC School Board WiFi project, to fund installation of electric vehicle charging stations at City Hall

**BACKGROUND AND JUSTIFICATION:**

In FY21 the City worked with the PBC School Board to implement a PBC School Board WiFi system to be installed on the City's Electric Utility poles. The purpose of the PBC WiFi system was to provide WiFi service to school students who did not have access in their home, so that they could participate in remote learning opportunities due to the Corona Virus. The project was budgeted at \$75,000 to allow for the City to install transformers, poles & wires where needed to implement the project. Through careful planning and identifying locations for the WiFi devices in the field, minimal work was required by the City to implement the project. We are currently working with PBC to complete their fiber installation to complete the project. Because of how the Electric Utility planned and selected the locations of the needed devices, it was able to realize a cost savings by completing some work in-house, rather than by contractor. It also identified locations with existing power, which eliminated another expense. As a result of the cost savings, the Electric Utility is requesting to re-purpose the \$75,000 allocated for PBC WiFi project to be used to fund installation of a Level 3 charging station at City Hall.

**MOTION:**

Move to approve/disapprove re-purposing \$75,000 allocated to the PBC School Board WiFi Project to be used to fund the City Hall EV Charging Stations.

**ATTACHMENT(S):**

Fiscal Impact Analysis



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** March 15, 2022

**DEPARTMENT:** City Attorney

**TITLE:**

Settlement Agreement and Mutual Release with Florida Department of Transportation

**SUMMARY:**

The proposed Settlement Agreement and Mutual Release is to resolve the claim by the Florida Department of Transportation for substantial damage to the I-95 bridge overpass at 12<sup>th</sup> Avenue South

**BACKGROUND AND JUSTIFICATION:**

On September 1, 2020, a City driven garbage truck with its back raised hit the I-95 bridge overpass while driving along 12<sup>th</sup> Avenue South within the City. The I-95 bridge overpass sustained substantial damage. The Florida Department of Transportation (FDOT) had the damage promptly repaired, which cost Six Hundred Seventy-Eight Thousand, Four Hundred Eighty-Eight and .86/100 Dollars (\$678,488.86). FDOT submitted a claim to the City for FDOT's repair costs along with supporting documentation for the costs of the repair.

In order to resolve the claim, the City offered to pay Two Hundred Thousand Dollars (\$200,000) as the current cap on the limited waiver of sovereign immunity under section 768.28, Florida Statutes, for negligent acts of the City. The City and FDOT, without admitting any liability or fault, desire to settle FDOT's claim including any and all disputes or causes of action that arise from, relate or refer in any way, whether directly or indirectly, to the claim. The proposed Settlement Agreement and Mutual Release will effectuate this resolution.

**MOTION:**

Move to approve / not approve the Settlement Agreement and Mutual Release with Florida Department of Transportation.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Settlement Agreement and Mutual Release  
Resolution xx-2022  
Exhibit A



**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	200,000	0	0	0	0
External Revenues	200,000	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
520-1331-513.45-10	Insurance/Property/Liability	N/A	110,000	110,000	200,000	200,000	110,000

1  
2  
3 RESOLUTION NO. XX-2022, SEVENTH BUDGET AMENDMENT OF THE CITY  
4 OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF  
5 FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS  
6 AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY  
7 OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS  
8 FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR  
9 BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND  
10 PROVIDING FOR AN EFFECTIVE DATE.

11  
12 WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously  
13 adopted the Fiscal Year (FY) 2021 Annual Operating Budget pursuant to  
14 Resolution No. 60-2021 on September 27, 2021;

15 WHEREAS, the City finds it is necessary and essential to amend the FY  
16 2022 Annual Operating Budget as set forth in this Resolution; and

17 WHEREAS, adoption of the FY 2022 Annual Operating Budget  
18 amendments set forth herein serves a valid public purpose.

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

21  
22 Section 1. The above recitals are hereby ratified and confirmed as being true  
23 and correct and are hereby incorporated into this Resolution.

24  
25 Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall  
26 mean the period of time beginning October 1, 2021, and ending and including  
27 September 30, 2022.

28  
29 Section 3 The funds and available resources and revenues that are set out  
30 and attached as Exhibit "A" and incorporated herein by reference, be, and the  
31 same hereby are, appropriated to provide the monies to be used to pay the  
32 necessary operating and other expenses of the respective funds and  
33 departments of the City for the fiscal year.

34  
35 Section 4. The sums, which are set out in Exhibit "A" and herein incorporated  
36 by reference, listed as operating and other expenses of the respective funds and  
37 departments of the City, be, and the same hereby are, appropriated and shall be  
38 paid out of the revenues herein appropriated for the fiscal year.

39  
40 Section 5. The revenues and the expenses for which appropriations are  
41 hereby made, all set forth above, shall be as set out in the Amended City of Lake  
42 Worth Operating Budget for the fiscal year as attached in Exhibit "A".

43  
44 Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by  
45 reference and based upon departmental estimates prepared by the City Manager  
46 and the Finance Director, shall be, and the same hereby are, fixed and adopted

47 as the amended budget for the operation of the City and its other enterprises for  
48 the fiscal year.

49

50 Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY  
51 2022 Annual Operating Budget for the fiscal year remains in full force and effect.

52

53 Section 8. This resolution shall become effective immediately upon passage.

54

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

58

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

64

65 The Mayor thereupon declared this resolution duly passed and adopted  
66 on the 15<sup>th</sup> day of March 2022.

67

68

LAKE WORTH CITY COMMISSION

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

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73

74 ATTEST:

75

76

77

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

79



## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Agreement and Release”) is entered into and made on the date when it has been executed by the last of the parties to sign it, by and between the **Florida Department of Transportation**, an agency of the State of Florida (“FDOT”) and the **City of Lake Worth Beach**, a Florida municipal corporation (“City”).

### **RECITALS:**

**WHEREAS**, on September 1, 2020, a City driven garbage truck with its back raised hit the I-95 bridge overpass while driving along 12<sup>th</sup> Avenue South within the City of Lake Worth Beach; and

**WHEREAS**, the I-95 bridge overpass sustained substantial damage; and

**WHEREAS**, FDOT had the damage repaired which cost FDOT Six Hundred Seventy-Eight Thousand, Four Hundred Eighty-Eight and .86/100 Dollars (\$678,488.86); and

**WHEREAS**, FDOT submitted a claim to the City for FDOT’s repair costs to fix the damaged bridge overpass (“Claim”); and

**WHEREAS**, the City and FDOT, without admitting any liability or fault, desire to settle the Claim including any and all disputes or causes of action that arise from, relate or refer in any way, whether directly or indirectly, to the Claim; and

**WHEREAS**, the City and FDOT acknowledge the limited waiver of sovereign immunity in section 768.28, Florida Statutes, which limits the City’s damages for a negligent act to Two Hundred Thousand Dollars (\$200,000); and

**WHEREAS**, the City and FDOT desire to reduce their settlement to a writing so that it shall be binding upon them as well as their respective officials, officers, employees, agents, attorneys, representatives, insurers, successors, assigns, heirs, grantees, and affiliates; and,

**WHEREAS**, the City and FDOT have determined that entering this Agreement and Release is in the best interests of each agency and serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and consideration set forth in this Agreement and Release, and with the intent to be legally bound, the City and FDOT agree as follows:

1. The foregoing recitals are incorporated into this Agreement and Release as true and correct statements as if set forth herein in their entirety.
2. The City will present this Agreement and Release to the City of Lake Worth Beach City Commission in a public meeting. If approved, the City will provide an executed copy to FDOT.
3. If FDOT approves this Agreement and Release, FDOT will provide a fully executed copy of this Settlement and Release to the City.

4. The City will within 30 days of its receipt of the fully executed Agreement and Release from FDOT, pay FDOT Two Hundred Thousand Dollars (\$200,000), which is the statutory cap under the limited waiver of sovereign immunity set forth in section 768.28, Florida Statutes.

5. Each party agrees to bear its own fees and costs arising from and in connection with the Claim and this Agreement and Release.

6. In consideration of the City's and FDOT's resolution of the Claim, and for other good and valuable consideration as enumerated in this Agreement and Release, the receipt and adequacy of which is hereby acknowledged, the City and FDOT, on behalf of themselves, as well as on behalf of their officials, officers, employees, agents, attorneys, representatives, insurers, successors, assigns, heirs, grantees, and affiliates hereby expressly release and forever discharge among themselves and each other, as well as their officials, officers, employees, agents, attorneys, representatives, insurers, successors, assigns, heirs, grantees, and affiliates from any and all claims, demands, causes of actions, damages, costs, attorney's fees, expenses and obligations of any kind or nature whatsoever that they have asserted or could have asserted against any other of them that arise from or relate to or refer to in any way to the damage to the I-95 bridge overpass and the Claim, whether directly or indirectly.

7. The City and FDOT acknowledge that they have read and fully understand all of the provisions contained in this Agreement and Release. Both parties each further acknowledge and affirm that they are able to understand this Agreement and Release in its entirety, and that this Agreement and Release is being entered and executed by both of them hereto knowingly and voluntarily of their own free act and deed.

8. This Agreement and Release constitutes the entire agreement and understanding between the parties. No statement, remark, agreement, or understanding, oral or written, which is not contained in this Agreement and Release shall be recognized or enforced.

9. The City and FDOT acknowledge and agree that this Agreement and Release is intended to and shall be binding upon their respective officials, officers, employees, agents, attorneys, representatives, insurers, successors, assigns, heirs, grantees, and affiliates.

10. The City and FDOT recognize and acknowledge that this Agreement and Release memorializes and states a settlement of the Claim and nothing in this Agreement and Release shall be construed to be an admission of any kind, whether of fault, liability, or of a particular policy or procedure, on the part of the City or FDOT.

11. The City and FDOT acknowledge and agree that this Agreement and Release is the product of mutual negotiation and no doubtful or ambiguous language or provision in this Agreement and Release is to be construed against any party based upon a claim that the party drafted the ambiguous provision or language or that the party was intended to be benefited by the ambiguous provision or language.

12. This Agreement and Release may be amended only by a written instrument specifically referring to this Agreement and Release and executed with the same formalities as this Agreement and Release.

13. In the event of an alleged breach of this Agreement and Release, the City and FDOT agree that all underlying causes of action or claims of the City and FDOT have been mutually extinguished, among and between each of them, by this Agreement and Release and that the sole remedy for breach of this Agreement and Release shall be for specific performance of its terms and conditions; or for any damages arising from the breach. In this regard, the City and FDOT further agree that the sole venue for any such action shall be in Palm Beach County, Florida.

14. The laws of the State of Florida shall govern this Agreement and Release.

15. The parties further agree that time is of the essence in all respects regarding this Agreement and Release.

16. The parties agree that this Agreement and Release and any and all other documents in connection with the settlement of this matter may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute but one and the same instrument. Furthermore, the parties agree that an electronic or digital copy of a party's signature shall be deemed the equivalent of an original.

17. Each person signing this Agreement and Release represents and warrants that he or she has fully authority to executed it on behalf of himself or herself, or on behalf of the entity on whose behalf he or she signs.

18. There are no third party beneficiaries to this Agreement and Release.

**Remainder of this Page Intentionally Left Blank**  
**Signature Page Follows**



**IN WITNESS WHEREOF**, the City and FDOT have signed and sealed this Settlement Agreement and Mutual Release (I-95 bridge overpass at 12<sup>th</sup> Avenue South) as set forth below:

ATTEST:

**CITY OF LAKE WORTH BEACH,  
a Florida municipal corporation**

By: \_\_\_\_\_  
**MELISSA COYNE**  
City Clerk

By: \_\_\_\_\_  
**BETTY RESCH**  
Mayor

**Date:** \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

ATTEST:

**STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION**

BY: \_\_\_\_\_  
Name:

BY: \_\_\_\_\_  
Name: Paul Lampley  
Director of Transportation Operations

**Date:** \_\_\_\_\_

Attorney approved as to form:

BY: \_\_\_\_\_  
Name: Dawn Raduano, Esq.

		FY 2021 Budget	FY 2022 Budget Adopted	FY 2022 Budget Amendment	FY 2022 Budget Amended
<b><u>Expenditure</u></b>					
Administration					
	Operating Expenditures	113,000	110,000	200,000	310,000
	Total	113,000	110,000	200,000	310,000

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** March 15, 2022

**DEPARTMENT:** City Commission  
(Commissioner McVoy)

**TITLE:**

Discussion regarding establishing Lake Worth Beach as a Vision Zero City brought forward by Commissioner McVoy

**BACKGROUND AND JUSTIFICATION:**

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, Vision Zero has proved successful across Europe — and is now gaining momentum in major American cities.” (<https://visionzeronetwork.org/>)

Given Florida's Vision Zero initiative to **eliminate all transportation-related fatalities and serious injuries**, FDOT has formally established a target of zero transportation-related fatalities and serious injuries when measuring progress toward their vision.” (See attached Florida Department of Transportation FDOT briefing sheet) Federal regulations require the TPA to annually adopt safety targets for each of five safety performance measures. The [Palm Beach County](#) Transportation TPA Governing Board adopted targets of zero traffic-related fatalities and serious injuries first in February 2018 and has annually renewed this commitment in subsequent years. This concept, known as "Vision Zero", promotes a culture of safety grounded in six key principles:

- Traffic-related fatalities and serious injuries are preventable and unacceptable
- Human life takes priority over mobility
- Human error is inevitable, so the transportation system should allow for it to happen without death or serious injury
- A system-level approach to safety should be adopted to effect change
- Safe human behaviors, education, and enforcement are essential contributors to a safe system

High speed is a primary cause of traffic death and serious injury; it should be managed with sensitivity to vulnerable road users. (<https://www.palmbeachtpa.org/safety>)

**MOTION:**

Consensus/direction sought.

**ATTACHMENT(S):**

Briefing sheet  
Draft Resolution



# VISION ZERO SUBJECT BRIEF



FLORIDA DEPARTMENT  
OF TRANSPORTATION

## What is Vision Zero?

Vision Zero is a traffic safety initiative that takes an ethical approach toward achieving safety for all road users by setting a goal of zero traffic fatalities or serious injuries. Vision Zero holds that traffic fatalities and serious injuries are preventable and focuses attention on making the roadway and surrounding environment as safe as possible, including the built environment, policies, and technologies that mitigate serious consequences of mistakes made by road users. In Florida, more than half of traffic fatalities and serious injuries happen on state-maintained roadways, emphasizing the importance of adopting this national safety goal to achieve significant reduction of traffic crashes statewide.

Target Zero is a parallel effort that plans programs and projects, both infrastructure and behavioral related, to help achieve zero fatalities and serious injuries. Given Florida's Vision Zero initiative to eliminate all transportation-related fatalities and serious injuries, FDOT has formally established a target of zero transportation-related fatalities and serious injuries when measuring progress toward their vision.

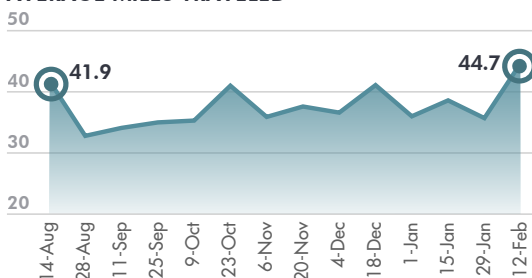


## Why is Planning for Safety Important?

As Florida experiences an increase in population, daily vehicle miles traveled, freight volume and economic expansion, FDOT must consider how these factors directly impact the safety of the traveling public and goods movement. In an effort to reduce the number of system crashes, Vision Zero's approach includes three components:

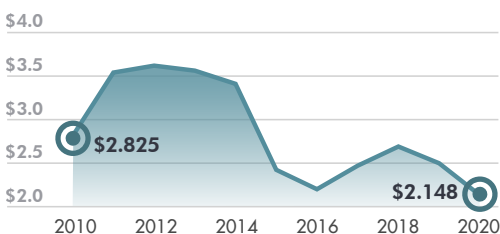
- **A data driven approach.**
- **Safe System** – recognizing that people make mistakes and design the system to ensure roadway crashes do not lead to fatal or serious injuries and that no death or serious injury should be accepted in return for faster mobility.
- **Holistic Solutions** – combating safety through all modes of travel by implementing solutions using the 4E's: Engineering, Education, Enforcement and Emergency Services; and the 4I's: Information Intelligence, Innovation, Insight into Communities, and Investments and Policies.

AVERAGE MILES TRAVELED



Source: University of Maryland, COVID Impact Analysis Platform.

RETAIL GASOLINE PRICES PER GALLON



Source: US Energy Information Administration (EIA).

5-Year Rolling Averages	2015	2016	2017	2018	2019	Trend	Target
Fatalities	2,535.6	2,690.0	2,827.0	2,973.4	3,110.6	●	0
Fatality Rate (per 100 MVMT)	1.29	1.33	1.36	1.40	1.43	●	0
Serious Injuries	20,552.0	20,877.2	20,943.0	20,737.0	20,166.4	●	0
Serious Injury Rate (per 100 MVMT)	10.45	10.37	10.14	9.77	9.29	●	0
Non-Motorized Fatalities & Serious Injuries	3,266.2	3,361.6	3,371.4	3,410.4	3,401.8	●	0

## Trends impacting Safety

Between 2000 and 2019...

Florida's **POPULATION** increased **32.7%**

Florida's **GDP** increased **124%**

Florida's **DAILY VEHICLE MILES TRAVELED** increased **51%**

## FDOT'S VITAL FEW

As an agency, FDOT has elected to focus its limited resources on initiatives that advance four areas identified as Florida's Vital Few – Improving Safety, Enhancing Mobility, Inspiring a Culture of Innovation, and Fostering a Talented Workforce. Florida's vital few builds on the state's vision of zero transportation fatalities and serious injuries.

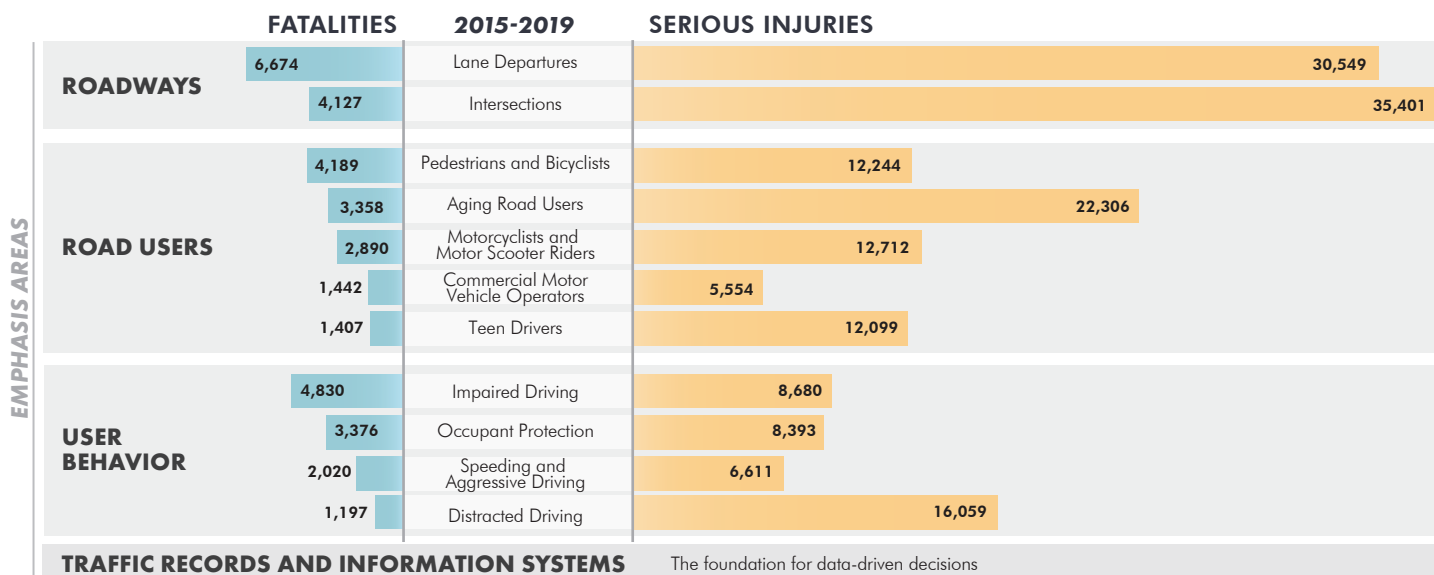
The Vital Few Safety Team is organized into three groups focusing on fatalities and serious injuries involving lane departures, intersections, and bicyclists and pedestrians. Each Vital Few Safety Team involves a multidisciplinary team representing design, safety, public information, construction, planning, traffic operations, maintenance, and multiple modes of transportation from all regions of the state.

## What is FDOT's Role in Safety?

The FHWA continues to push safety as a top priority of the U.S. Department of Transportation, and encourages State's to support the vision of zero deaths and serious injuries by curating safety culture and providing a safe system. The FHWA administers the performance-based Highway Safety Improvement Program (HSIP) which requires each State to develop a Strategic Highway Safety Plan (SHSP) that provides a comprehensive framework to reducing fatalities and serious injuries on all public roads. Vision Zero is reflected in Florida's Safety Performance Targets, FDOT's Vision, the Strategic Highway Safety Plan Vision and the Florida Transportation Plan (FTP) Vision. The 2020 FTP Vision Element highlights "Safety and Security for Florida's residents, visitors, and businesses" as a statewide goal which emphasizes safety, security and reduction of risks across all modes. Additionally, the 2020 FTP Policy Element identifies objectives and key strategies to strengthen the statewide commitment to eliminating fatalities and serious injuries.

## What is FDOT Doing to Advance Safety?

Factors contributing to a crash typically involve three components: characteristics of the roadway; characteristics of the road user, including demographics and mode of travel; and behavior of the road user. Crashes rarely have a single contributing factor. Based on 2015 to 2019 crash data, the top contributing factors were identified and use to organize the emphasis areas into three categories – Roadways, Road Users, and User Behavior – supported by traffic records and information systems. While each emphasis area highlights solutions through engineering, education, enforcement, and emergency response strategies, FDOT is also adding the 4Is: Information Intelligence, Innovation, Insight into Communities, and Investment and Policies. This broader approach examines how factors such as urban design and land use decisions contribute to safer communities, or how emerging technologies can reduce fatalities and serious injuries.



## Where Can I Learn More?

[FY 2020 – Highway Safety Plan](#)

[Florida Strategic Highway Safety Plan](#)

[FHWA Safety Culture and the Zero Deaths Vision](#)

[Toward Zero Deaths – The Florida Experience](#)



Office of Policy Planning

✉ [planning@dot.state.fl.us](mailto:planning@dot.state.fl.us)

☎ 850.414.4800

RESOLUTION NO. 2022-xx -- A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DESIGNATING THE CITY OF LAKE WORTH BEACH, FLORIDA AS A "VISION ZERO CITY", ESTABLISHING A VISION ZERO COORDINATING COMMITTEE, DIRECTING STAFF TO CREATE A VISION ZERO ACTION PLAN, ESTABLISHING A GOAL OF NO SEVERE TRAFFIC INJURIES OR FATALITIES BY 20XX; DIRECTING AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE SAME; PROVIDING A CONFLICTS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

**WHEREAS**, the State of Florida is the most dangerous state in the Nation for people walking, consistently ranking number 1 on the Pedestrian Danger Index by Smart Growth America, with the Miami-Fort Lauderdale-West Palm Beach urbanized area consistently ranking as one of the worst metropolitan areas in the country; and

**WHEREAS**, on average of 180 people in Palm Beach County and more than 3,100 people statewide die annually on roadways; and

**WHEREAS**, the City of Lake Worth Beach, by the nature of its historically compact layout, has the potential to be one of the most pedestrian and bicycle friendly communities in South Florida; and

**WHEREAS**, the City of Lake Worth Beach in fact continues to experience serious and sometimes fatal collisions between motorized vehicles and pedestrians or bicyclists; and

**WHEREAS**, Vision Zero starts with the ethical belief that everyone has the right to move safely in their communities, and that system designers and policy makers share the responsibility to ensure safe systems for travel; and

**WHEREAS**, death and serious injuries are not acceptable for citizens, commuters, guests, or others who live, work, or play in Lake Worth Beach; and

**WHEREAS**, key elements of the Vision Zero system include: reframing traffic fatalities as preventable; focusing on system failures; reducing the impact of collisions; adopting a safe system approach for vehicles, bicycles and pedestrians; data-driven decision making; and viewing road safety as a social equity issue; and

**WHEREAS**, a roadway system with frequent crashes causes both travel delays and drains fiscal resources of the city, creating threats to the success of the residential population and employment base, to the quality of life, and to the reputation of the City as a desirable destination for future generations; and



**NOW, THEREFORE, BE IT RESOLVED**, by the City Commission that:

Section 1. The City Commission hereby establishes as a goal of the City of Lake Worth Beach the elimination of traffic fatalities and the reduction of serious injuries due to traffic accidents.

Section 2. The City Commission hereby adopts Vision Zero as the policy for road and traffic safety in the City of Lake Worth Beach and directs near and long-term traffic planning to be based on Vision Zero principles.

Section 3: The City Commission directs staff to work with the Palm Beach Transportation Planning Agency to develop a Vision Zero Action Plan for achieving the goals of the elimination of traffic fatalities and the reduction of serious injuries due to traffic crashes through adopting a safe system approach for vehicles, bicycles and pedestrians, equitable engineering, enforcement, education, data-driven decision making, and social equity considerations in road safety planning and implementation.

Section 3. This resolution shall take effect immediately upon its adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, 2022.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, APRIL 05, 2022 - 6:00 PM**

**ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE:** led by Commissioner Kimberly Stokes

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

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

A. Legislature Session Update by State Senator Lori Berman

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**CITY MANAGER'S REPORT:**

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

**APPROVAL OF MINUTES:**

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

**PUBLIC HEARINGS:**

A. Resolution No. XX-2022 - to consider the name change of "Oceanbreeze" to "South Oceanbreeze"

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

A. Construction Contract with Lambert Brothers, Inc.

**CITY ATTORNEY'S REPORT:**

**UPCOMING MEETINGS AND WORK SESSIONS:**

**ADJOURNMENT:**