



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

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Sarah Malega

**PLEDGE OF ALLEGIANCE:** led by Commissioner Kimberly Stokes

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

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

- A. Presentation by Ms. Elena Villani, Principal of Highland Elementary School
- B. Presentation by Dr. Ana Arce-Gonzalez, Principal of South Grade Elementary School
- C. Presentation by Mary Lindsey regarding the City Library and Little Free Libraries
- D. Proclamation denouncing racism against Asian-Americans
- E. [Fiscal Year 2021-2022 Community Development Block Grant Funding](#)

**DESIGNATION OF APPOINTMENTS:**

- A. [Appointment of Vice Mayor and Vice Mayor Pro Tem](#)
- B. [Appointment of commissioners to various organizations:](#)
  - 1. [Transportation Planning Authority](#)
  - 2. [Palm Beach County League of Cities](#)
  - 3. [Treasure Coast Regional Planning Council](#)
  - 4. [Community Redevelopment Agency](#)
  - 5. [Neighborhood Association Presidents' Council](#)

**COMMISSION LIAISON REPORTS AND COMMENTS:**

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

**APPROVAL OF MINUTES:**

- A. [Regular Meeting - March 2, 2021](#)
- B. [Special Meeting #1 - March 16, 2021](#)
- C. [Special Meeting #2 - March 16, 2021](#)
- D. [Special Meeting - March 25, 2021](#)

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

- A. [Change Order No. 1 with Globaltech, Inc. for Utility Radio System Upgrade Phase 1 project](#)

- B. [Proclamation declaring April 2021 as Water Conservation Month](#)
- C. [Proclamation declaring April 2021 as Florida Water Professional Month](#)
- D. [Change Order 02 to David Mancini & Sons Inc. for the Park of Commerce Phase 1B Project](#)

**NEW BUSINESS:**

- A. [Agreement for On-Line Bill Pay services with Automated Merchant Systems, LLC](#)
- B. [Ordinance No. 2021-02 – First Reading – Consideration of the establishment of a residential planned development including a development of significant impact, a major site plan, a conditional use, and sustainable bonus incentives for Golden Road Apartments, which includes 230 residential units](#)
- C. [Ordinance 2021-01 - First Reading - Consideration of an ordinance to Chapter 23 “Land Development Regulations” regarding changes to allow for takeout establishments by zoning district and to clarify that only one \(1\) continuance is permitted for all affected parties to ensure that the City does not run afoul of development review time limitations for local governments as set forth in Florida law, and several minor amendments related to definitions and use review processes](#)
- D. [Task Order No. 7 with Craven Thompson & Associates, Inc. for construction phase engineering services for the 2-inch Watermain Replacement Phase 5&6 Project](#)
- E. [Agreement with Amici Engineering Contractors, LLC for construction of the 2-inch Watermain Replacement Phase 5&6 Project](#)
- F. [Third Amendment to Agreement with USP Technologies for Wastewater Odor Control Chemicals and Services](#)
- G. [First amendment to parking enforcement solutions equipment and related services agreement with IPS Group, Inc.](#)
- H. [Resolution No. 13-2021 – Community Project Funding Emergency Operation Center Grant Application](#)
- I. [Resolution No. 14-2021 – Community Project Funding CRA Small Business Quick Action Emergency Grant Program Application](#)
- J. [Agreement with Stantec Consulting Services, Inc for Comprehensive Sustainability Analysis for the City for the FY 2022 Budget not to exceed \\$125,119.00](#)
- K. [City of Lake Worth Beach Food Drive](#)

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**ADJOURNMENT:**

[Attachment: Draft Agenda - April 20, 2021](#)

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Leisure Services

**TITLE:**

Fiscal Year 2021-2022 Community Development Block Grant Funding Presentation

**SUMMARY:**

As a participating jurisdiction in the Palm Beach County Urban County Program, the City will be provided with continued access to funding under Community Development Block Grant (CDBG) program as a part of the Palm Beach County Entitlement Jurisdiction. The County has notified the City of its FY 2021-2022 CDBG allocation in the estimated amount of \$266,560.

**BACKGROUND AND JUSTIFICATION:**

The Palm Beach County Entitlement Jurisdiction serves unincorporated areas and non-entitlement municipalities (those with populations under the 50,000 threshold) within Palm Beach County by providing the opportunity to access funding allocated by the U.S. Department of Housing and Urban Development (HUD). As a participating jurisdiction in the Palm Beach County Urban County Program, the City is eligible for receipt of its portion of the formula allocation of CDBG funds that the County receives from HUD. The County has notified the City of its FY 2021-2022 CDBG allocation in the estimated amount of \$266,560. This funding is subject to availability from HUD and approval by the Board of County Commissioners.

Pursuant to the Interlocal Cooperation Agreement, the allocation of CDBG funds the City receives must be used for eligible activities pursuant to CDBG regulations in accordance with the County's CDBG program. Such eligible activities are limited to CDBG-eligible infrastructure and public facility improvements, including but not limited to: roadway and drainage improvements; potable water and sanitary sewer improvements; sidewalks; parks and recreational facilities; ADA improvements; community centers; and publicly owned facilities serving populations with special needs. Municipal code enforcement activities serving an existing CDBG target area are also eligible for funding.

The County's CDBG program does not permit the City to conduct public service, planning and administrative activities with its allocation of CDBG funds.

These eligible activities must address one of the three national objectives of the CDBG program as follows:

- to benefit low- and moderate income persons;
- the prevention of slums or blight; or
- to address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

The County has established a CDBG Target Area in the City of Lake Worth Beach that is comprised of approximately two square miles in which eligible CDBG activities can be conducted. Such activities carried out in this area meet the national objective of benefiting low- and moderate-income persons. CDBG funds can be utilized for eligible activities outside the CDBG Target Area provided such activities meet one of the national objectives of the CDBG program as noted above.

Staff has provided three eligible public facilities and infrastructure projects for consideration. These include the following:

- Improvements to Memorial Park, including pavilion and restroom replacement
- Infrastructure improvements to 8<sup>th</sup> Avenue South from South A Street to South G Street
- Lake Avenue to Lucerne Avenue Center Block Improvements from South A Street to South G Street

**MOTION:**

N/A

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable



*City of*  
**Lake Worth**  
**Beach**  
**FLORIDA**

*The Art of Florida Living.<sup>SM</sup>*



# COMMUNITY DEVELOPMENT BLOCK GRANT FISCAL YEAR 2021 - 2022

CITY OF LAKE WORTH BEACH  
City Commission Meeting  
April 6, 2021



# CDBG Program

The purpose of the Community Development Block Grant Program is to provide communities with resources to address a wide range of unique community development needs.

Accordingly, the U. S. Department of Housing and Urban Development awards grants to entitlement communities to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development and providing improved community facilities and services.



# Eligible Activities

In accordance with the Interlocal Cooperation Agreement, the City must use its allocation of CDBG funds for certain eligible activities pursuant to CDBG regulations. Eligible uses include the following:

1. Eligible infrastructure and public facility improvements as follows:
  - Roadway and sidewalk improvements;
  - Parks and recreational facilities,
  - Community centers and public facilities; and
2. Code enforcement serving an existing CDBG Target Area.

The County's CDBG program does not permit the City to use these funds to conduct public services and planning and administrative activities that are otherwise eligible under the CDBG program.



# National Objectives

Eligible activities must address one of the three National Objectives of the CDBG program as follows:

- Benefit low and moderate income persons (there is a presumed benefit for activities conducted in the CDBG Target Area);
- Prevention of slums or blight; or
- Address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

FY 2021-2022 CDBG Funds = \$266,560 (est.)  
This funding is subject to availability from  
HUD and approval of the Board of County  
Commissioners

Note: The City can submit only ONE (1) Application for the Total  
Amount







# Proposed Project #1

## Memorial Park – Pavilion and Restroom Facility Replacement and Upgrades

### Scope of Work:

1. Remove and replace the existing pavilion structure
2. Create larger and ADA accessible restroom facilities for male/female patrons
3. Construct a new larger concession area
4. Establish a larger storage room area
5. Remove and replace the common area fencing around the pavilion and expand it to the west
6. Install new sodding throughout the common area
7. Replace the existing bench/tables with new bench/tables
8. Pavement resurfacing of the entire parking lot

**Project Estimate: \$564,225**

Grant Funds: \$266,560

Unfunded: \$297,665

# Proposed Project #1 Memorial Park





# Proposed Project #2

## 8<sup>th</sup> Ave South – S A St to S G St Infrastructure Improvements Project

### Scope of Work:

1. Construct new 40' Right of Way roadway section
2. Installation of new curbing and ADA accessible sidewalks
3. Construct swales and landscaped green areas
4. New striping and signage
5. Traffic calming each block

<b>Project Estimate:</b>	<b>\$527,622</b>
Grant Funds:	\$266,560
Unfunded:	\$261,062



# Proposed Project #2

## 8<sup>th</sup> Ave. South





# Completed Project Example

## 7<sup>th</sup> Ave. South





## Proposed Project #3

# Lake to Lucerne Center Block Infrastructure Improvements Project – N B St, C St, D St, E St, F St, G St, H St

### Scope of Work:

1. Installation of new curbing and ADA accessible sidewalks
2. Mill and Resurface roadway
3. New striping and signage
4. Traffic calming each block
5. Stormwater adjustments and improvements

**Project Estimate: \$326,650**

Grant Funds: \$266,560

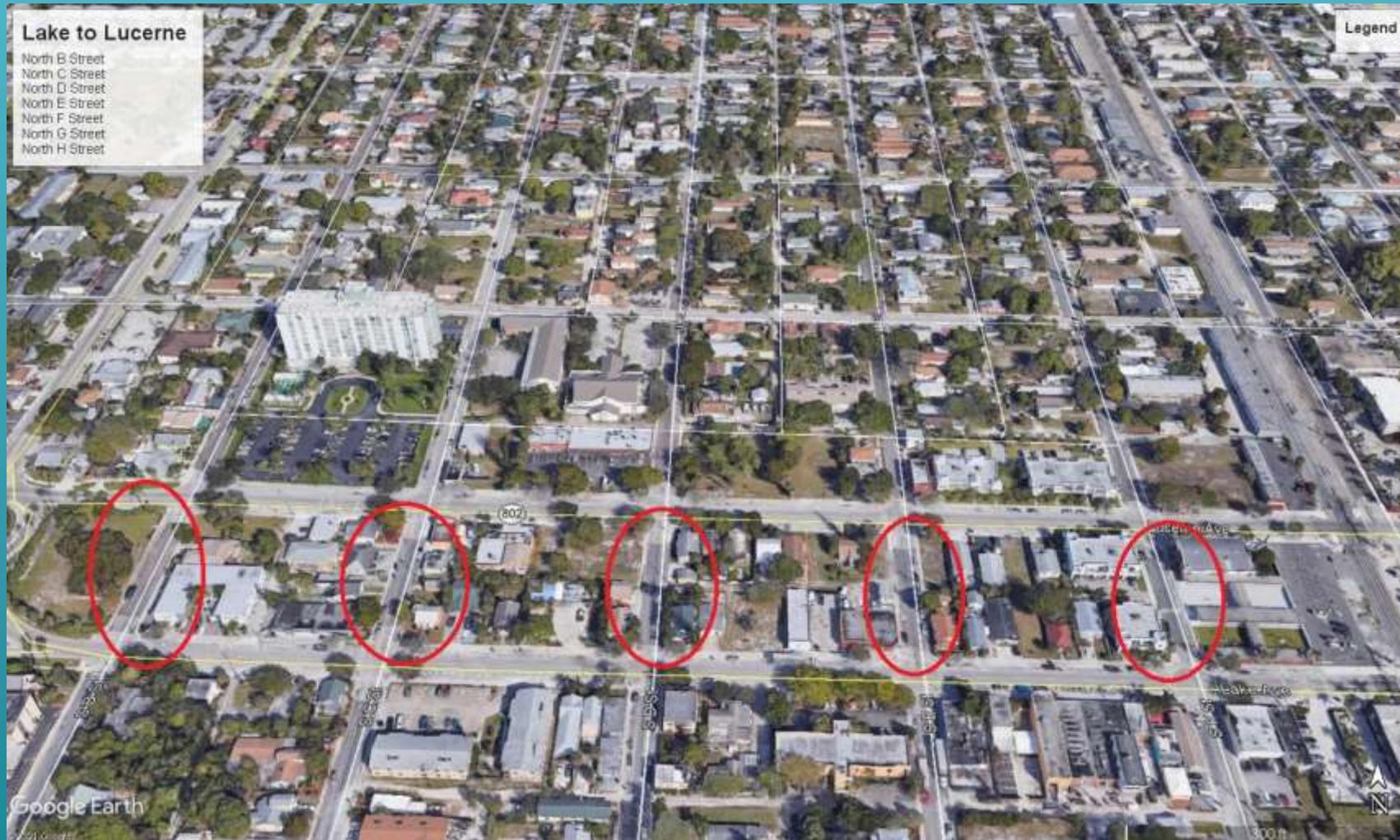
Unfunded: \$60,090

# Proposed Project #3

## Lake to Lucerne Center Block

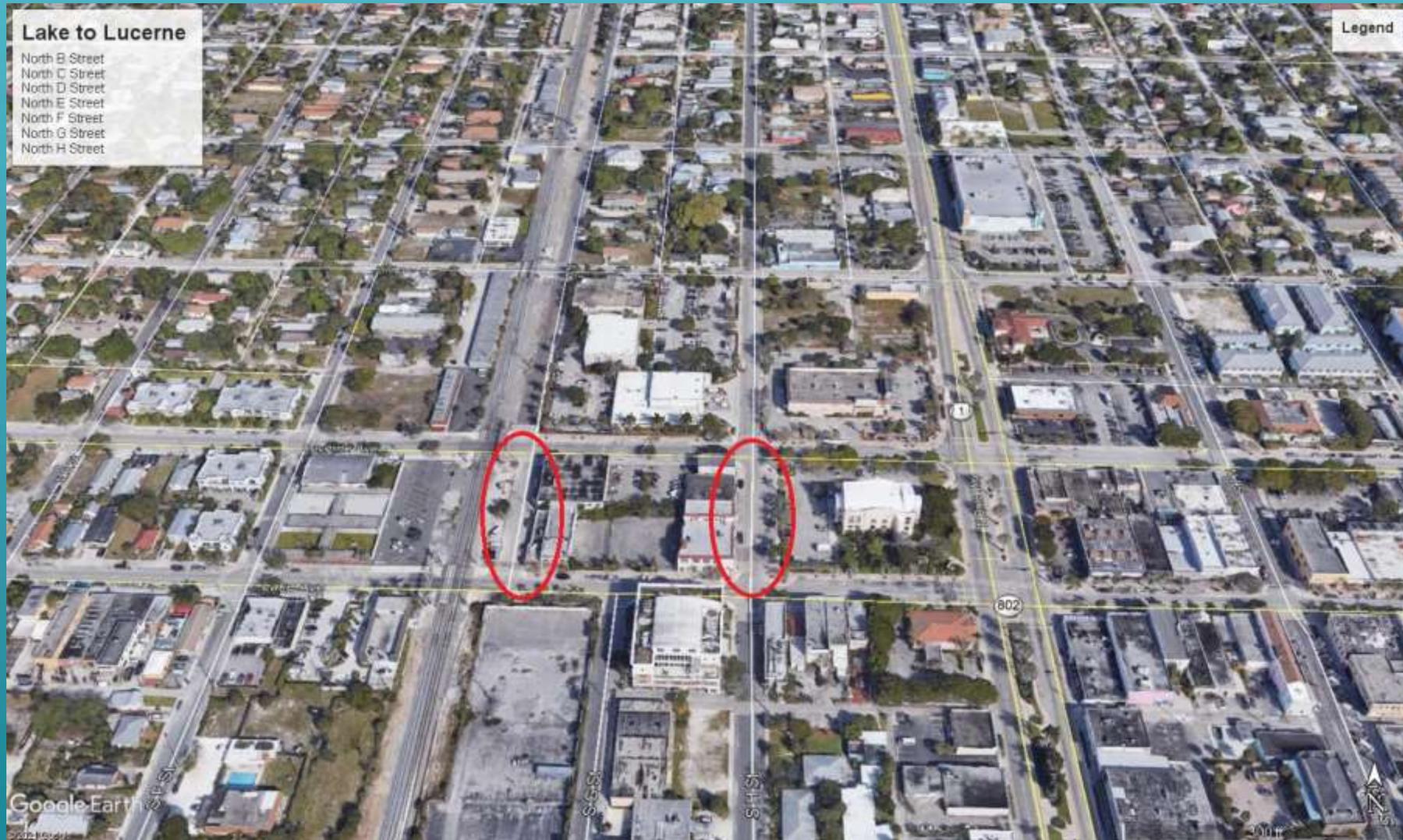


# Proposed Project #3 Lake to Lucerne Center Block



# Proposed Project #3

## Lake to Lucerne Center Block





Questions?

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** City Clerk

**TITLE:**

Appointment of Vice Mayor and Vice Mayor Pro Tem

**SUMMARY:**

The Item provides for the appointment of a Vice Mayor and Vice Mayor Pro Tem in accordance with City Charter Article III, Section 3.

**BACKGROUND AND JUSTIFICATION:**

In accordance with the City's Charter, the Commission shall annually elect from among its members a Vice Mayor and Vice Mayor Pro Tem at the first regular City Commission meeting following the municipal election.

This meeting is the first regular City Commission meeting after the Commissioner from District 2 was administered the oath of office.

**MOTION:**

Move to appoint \_\_\_\_\_ as Vice Mayor.

Move to appoint \_\_\_\_\_ as Vice Mayor Pro Tem.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** City Clerk

**TITLE:**

Appointment of commissioners to various organizations:

1. Transportation Planning Authority
2. Palm Beach County League of Cities
3. Treasure Coast Regional Planning Council
4. Community Redevelopment Agency
5. Neighborhood Association Presidents' Council

**SUMMARY:**

The item provides for the appointment of City liaisons from the City Commission members to various organizations and boards.

**BACKGROUND AND JUSTIFICATION:**

Historically, the appointment to various organizations and boards has been scheduled on the first regular meeting following the municipal election. On April 2, 2019, the City Commission made the following appointments:

1. **Transportation Planning Authority (TPA)** – Mayor Pam Triolo, plus 2 alternates

They provide a cooperative, comprehensive, and continuing transportation planning and decision-making process. The process encompasses all modes and covers both short-range and long-range transportation planning.

2. **Palm Beach County League of Cities (PBCLC)** – Vice Mayor Andy Amoroso

Their purpose is to promote and advance the collective interest of the municipalities of the County to study municipal issues and seek desired results through cooperative effort, to respect the principles of Home Rule, to encourage and enhance the quality of life of the citizens of the County, and/or to engage in any other lawful purpose not for profit.

3. **Treasure Coast Regional Planning Council (TCRPC)** – Commissioner Omari Hardy

This is a regional forum where elected and appointed leaders regularly come together to discuss complex regional issues, develop strategic regional responses for resolving them, and build consensus for setting and accomplishing regional goals.

4. **Community Redevelopment Agency (CRA)** – Commissioner Andy Amoroso

The Agency is responsible for formulating and implementing projects that are consistent with the Lake Worth Redevelopment Plan to assist in revitalizing and redeveloping portions of the City.

**5. Neighborhood Association Presidents' Council (NAPC) – Commissioner Herman Robinson**

The Council supports and promotes their members' neighborhood associations and serve as an umbrella type organization with no opinion on how each association individually chooses to decide matters.

**MOTION:**

Move to appoint \_\_\_\_\_ to serve as liaison to the Transportation Planning Authority with \_\_\_\_\_ and \_\_\_\_\_ serving as alternates.

Move to appoint \_\_\_\_\_ to serve as liaison to the Palm Beach County League of Cities.

Move to appoint \_\_\_\_\_ to serve as liaison to the Treasure Coast Regional Planning Council.

Move to appoint \_\_\_\_\_ to serve as liaison to the Community Redevelopment Agency.

Move to appoint \_\_\_\_\_ to serve as liaison to the Neighborhood Association Presidents' Council.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR MEETING OF THE CITY COMMISSION  
CITY HALL COMMISSION CHAMBER  
TUESDAY, MARCH 2, 2021 - 6:00 PM**

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

**ROLL CALL:** Present were Mayor Pam Triolo; Vice Mayor Andy Amoroso; and Commissioners Carla Blockson and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea. Commissioner Scott Maxwell was absent.

**INVOCATION OR MOMENT OF SILENCE:** led by Vice Mayor Andy Amoroso.

**PLEDGE OF ALLEGIANCE:** led by Commissioner Herman Robinson.

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

Presentation item C, Presentation for Apprentice Linemen Graduation was added to Presentations.

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Blockson to approve the agenda as amended.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Blockson and Robinson. NAYS: None. ABSENT: Commissioner Scott Maxwell.

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

A. Presentation from Palm Beach County Community Services Director James Green  
Mr. Green stated that the presentation would provide an update on the Citizens Advisory Committee (CAC), on Health and Human Services (HHS), share information about Leading The Way Home and Securing Our Future Initiative and provide information about Emergency Rent and Utility Assistance. He said that the CAC looked at the quality of services, accessibility, accountability with an integrated approach. He spoke about the six priorities from the Board of County Commissioners and stated that the Securing Our Future Initiative was working to ensure that families could move up economically; there was a plan to reduce poverty by ten percent in the next ten years. He said that there was a comprehensive plan to address each domain and hyperlinks for each issue with information. He explained that Leading The Way Home had its challenges, but had a new integrated approach to deal with homelessness focusing on prevention with strategies to provide interim housing moving into permanent housing.

Vice Mayor Amoroso thanked Mr. Green and asked where the shortfall in funding from what had been given by the Cares Act had come from and if people could receive help before getting an eviction notice.

Mr. Green replied that \$20 million had been allocated for rent and utility assistance and \$20 million for foreclosure assistance, but he had to go back to the county for additional

funding. He said that there were eligibility guidelines and parameters to be used and different avenues to help when documentation was not adequate.

Commissioner Blockson asked what residents without valid government identification could use to obtain assistance and for Mr. Green to give the website again.

Mr. Green responded that there was a partnership to help that population access services and the website was [rentalassistancepb.org](http://rentalassistancepb.org).

Commissioner Robinson asked if there were community organizations that focused on the causes of the issues and how much pressure was put on Tallahassee to fix the causes. He asked about vaccine access and if there was money for utility payments.

Mr. Green answered that there was a legislative affairs office and human services coalition that created a green book listing their priorities for Tallahassee. He said that more improvements were necessary and there was a department that worked with both Tallahassee and Washington. He said that there were sites throughout the county to distribute vaccines, but there was a lack of vaccines available and it was difficult to sign up.

Mayor Triolo asked what assistance the county would offer to middle class working families who were struggling.

Mr. Green stated that people making up to six figures could have gotten assistance, but the current focus would be to provide assistance for emergency rent and utility payments.

B. PBSO update by Captain Todd Baer

Capt. Todd Baer gave the quarterly update regarding community policing. He stated that there had been multiple aspects and reported about events and initiatives; mentors from Lake Worth Beach were needed for "Hope Dealers", prostitution and drug operations were ongoing, "Project Warmth" as was the collaboration with In Jacobs Shoes. He spoke about juvenile probation checks as a way to maintain accountability, traffic saturation patrols to address traffic complaints, school backpack giveaways and the soccer tournament. He reported about the policing forum earlier in February and said that there have already been progress including a substation at the Osborne Center. He reviewed the overdose data for 2020-2021 which was trending downward, but still needed work. He iterated that there were 76 cameras in the City covering all of the hot spots and 32 automatic license plate readers (ALPR) which resulted in 6680 ALPR hits, 56 ALPR recoveries, 127 assisted arrests and 176 referrals to deputies. He announced that the Department of Justice Community Based Crime Reduction Grant was currently in its Year Three Implementation Phase and would be extended for a fourth year due to Covid 19 which was affecting community involvement, and there was a FDOT Impaired Driving Grant of \$75,000 for FY2021 to target DUIs in the City. He stated that there was a rotation of deputies in high crime areas and there were double digit drops in some violent crimes. He explained that there were community meetings, but everything was being done virtually, deputies were attending neighborhood meetings and the Leadership Council meetings were continuing.

Vice Mayor Amoroso asked if the Lock It Secure It materials could be distributed to the Neighborhood Crime Watch and asked for details about the grants.

Capt. Baer replied that the materials were refrigerator magnets and literature and the grants had strict parameters requiring details of how the funds would be spent when applying. He

said that there was little discretionary spending allowed.

Commissioner Robinson asked if First Appearance was still taking place and if PBSO had mental health training. He said that community policing was great with deputies on the street and inquired if manning the substations would take people off the street or affect the budget.

Capt. Baer responded that the residents were still volunteering their time and there was a Pipe and Prep prostitution program as well. He stated that the deputies had mental health and first aid training. He said that the substations would not be staffed full time, but deputies would stop in to interact with the community and it should not affect the budget.

Commissioner Blockson thanked Capt. Baer for acting on the substation in the Osborne Center and asked if grant funds would be used. She stated that there were approximately 100 young people and she would come back to ask for programming for them. She thanked Capt. Baer for dealing with the substation so quickly.

Capt. Baer replied that all of the grant money was for that area and the funding had paid to hire a victim advocate for violent crimes.

C. (added) Presentation for Apprentice Linemen Graduation

Ed Liberty, Electric Utility Director, introduced Walt Gill, Electric Utility Assistant Director. He said that due to the pandemic there could not be a celebration in the Chamber. He reported that The City of Lake Worth Beach Electric Utility had started the Linemen Apprenticeship Program in 2012 due to trouble recruiting Certified Linemen and desirous of having a group of future line workers who would learn the trade on the EU's system. He explained that the apprentice program was registered with the Florida Department of Education's Division of Career and Adult Education and sponsored by Atlantic Technical College. He stated that the apprenticeship spanned four years and comprised 432 hours of classroom time and 6000 hours of on the job training. He said that the first class of five apprentices graduated in 2016 with four still employed by the EU, and since graduating two had been promoted to Troublemakers and two had grown to be exceptional Linemen. He declared that the second class, the Class of 2021, had produced four top notch linemen who would be a tremendous asset to the EU for many years to come. He introduced Sam Jackson, IBEW Chairman and Lead Instructor, and the four linemen, Zack Parker, Kyle Jenkins, Chris Ross and Everardo Garcia Gomez.

Mr. Liberty expressed appreciation for the hard work they had done and said that the Mayor would get to meet them the following Friday. He stated that there was a value in craft labor and programs for an important career choice.

City Manager Bornstein said that he was grateful to work with local home grown talent and complimented them on their achievements.

Mayor Triolo expressed pride in the Linemen and said that it was great to see them graduate.

**COMMISSION LIAISON REPORTS AND COMMENTS:**

Commissioner Blockson: thanked the commission for having allowed her to work with them. She said that she had learned so much and enjoyed the experience.

Vice Mayor Amoroso: said that food distribution would continue. He stated that the downtown would be revitalized when the Gulfstream Hotel reopened and that the Wi-Fi project was giving access to children to continue to learn.

Commissioner Robinson: stated that he had learned a lot about the Government's systemic racist policies during Black History Month. He said that the Gulfstream Hotel would be moving forward and the Electric Utility meeting revealed all of the progress that had been made. He expressed the desire to have work sessions on various issues on which the commission would need to decide and looked forward to March 10.

Mayor Triolo: said that the commission had been working very hard, especially with COVID. She thanked the School District and said that LWB would be the first city to have extenders for the WIFI project because of having its own electric utility. She stated that it was necessary for the community to have a hotel and she committed to working to have the right project there. She named people who had allowed the commission to vet those interested in a project at the Gulfstream Hotel and CDS and Restoration St. Louis would partner to open a hotel; the older portion would open in six months with construction continuing on the new section. She announced that local residents would be considered first for the 1,000 jobs that would be created. She thanked her fellow commissioners and City Manager Bornstein for their vision. She thanked PBC for reimbursing the City for \$314,000 of COVID expenses.

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

Deborah Andrea, City Clerk, said that Jennifer Rodriguez would read her comments via Zoom but Ms. Rodriguez was not in the room to do so.

Vice Mayor Amoroso left the meeting at 7:40 PM and returned at 7:43 PM.

**APPROVAL OF MINUTES:**

**Action:** Motion made by Commissioner Blockson and seconded by Commissioner Robinson to approve the following minutes:

- A. Regular Meeting – February 2, 2021
- B. Regular Meeting – February 16, 2021

**Vote:** Voice vote showed: AYES: Mayor Triolo and Commissioners Blockson and Robinson. NAYS: None. ABSENT: Vice Mayor Amoroso and Commissioner Maxwell.

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

**Action:** Motion made by Commissioner Robinson and seconded by Commissioner Blockson to approve the Consent Agenda.

- A. Payments of Fiscal Year 2020 Invoices
- B. Second Amendment to Retail Lease with Maxplan Enterprises, Inc., d/b/a Kilwins Chocolates and Ice Cream
- C. Ratification of appointments to the City Tree Board

**Vote:** Voice vote showed: AYES: Mayor Triolo and Commissioners Blockson and Robinson. NAYS: None. ABSENT: Vice Mayor Amoroso and Commissioner Maxwell.

**PUBLIC HEARINGS:**

There were no Public Hearings on the agenda.

**UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**NEW BUSINESS:**

There were no New Business items on the agenda.

**CITY ATTORNEY'S REPORT:**

City Attorney Goddeau did not provide a report.

**CITY MANAGER'S REPORT:**

City Manager Bornstein provided the following report:

- Said that Lake Worth Towers had confirmed that vaccinations were being given there and pressure was continuing to have more vaccination sites.
- Announced that The Bohemian project had broken ground and would have a parking garage and interaction with the transit corridor.
- Reported that the legislative session began that day and the City had requested funding for several projects; the City would follow the progress. He said that there was a constant attack on home rule.

**ADJOURNMENT:**

**Action:** Motion made by Vice Mayor Amoroso and seconded by Commissioner Robinson to adjourn the meeting at 7:46 PM.

**Vote:** Voice vote showed: AYES: Mayor Triolo, Vice Mayor Amoroso and Commissioners Blockson and Robinson. NAYS: None. ABSENT: Commissioner Maxwell.

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Betty Resch, Mayor

ATTEST:

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Deborah M. Andrea, CMC, City Clerk

Minutes Approved: April 6, 2021

**MINUTES  
CITY OF LAKE WORTH BEACH  
SPECIAL MEETING #1 OF THE CITY COMMISSION  
CITY HALL COMMISSION CHAMBER  
TUESDAY, MARCH 16, 2021 – 4:30 PM**

The meeting was called to order by Mayor Triolo on the above date at 4:36 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

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

**PLEDGE OF ALLEGIANCE:**

**NEW BUSINESS:**

- A. Resolution No. 07-2021 - certifying the results of the March 9, 2021 Municipal General Election

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 07-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA,  
CERTIFYING THE OFFICIAL RESULTS OF THE MUNICIPAL GENERAL  
ELECTION HELD MARCH 9, 2021; AND PROVIDE FOR AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Robinson and seconded by Commissioner Blockson to approve Resolution No. 07-2021 - certifying the results of the March 9, 2021 Municipal General Election.

Comments/requests summary:

1. Commissioner Maxwell read the letter he submitted to the Clerk's office before the meeting stating that he could not vote to certify the election until he had reviewed the complete official election results.

City Clerk Andrea stated that there were no public comments.

**Vote:** Voice vote showed: AYES: Mayor Triolo and Commissioners Blockson and Robinson. NAYS: Commissioner Maxwell. ABSENT: Vice Mayor Amoroso.

**COMMENTS FROM OUTGOING MAYOR AND CITY COMMISSIONERS:**

- A. Mayor Pam Triolo: thanked her supporters for the past ten years and the progress that had been made. She expressed gratitude to her husband for his support and thanked City Manager Bornstein and City staff.
- B. Vice Mayor Andy Amoroso was absent.

C. Vice Mayor Pro Tem Scott Maxwell thanked his supporters and expressed appreciation to Mayor Triolo and Vice Mayor Amoroso for working together as a team and bringing in the best city manager, Michael Bornstein, who worked very hard for the city as well as all of the staff who have given so much to the city. He thanked his wife, Paula, who was a saint to put up with his absences in the fulfilment of his duties.

Mayor Triolo said that she, Commissioner Maxwell and Vice Mayor Amoroso were very different but had come together for the good of the city.

**ADJOURNMENT:**

**Action:** Motion made by Commissioner Maxwell and seconded by Commissioner Robinson to adjourn the meeting at 4:56 PM.

**Vote:** Voice vote showed: AYES: Mayor Triolo and Commissioners Maxwell, Blockson and Robinson. NAYS: None. ABSENT: Vice Mayor Amoroso.

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Betty Resch, Mayor

ATTEST:

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Deborah M. Andrea, CMC, City Clerk

Minutes Approved: April 6, 2021

**MINUTES  
CITY OF LAKE WORTH BEACH  
SPECIAL MEETING #2 OF THE CITY COMMISSION  
BRYANT PARK  
TUESDAY, MARCH 16, 2021  
IMMEDIATELY FOLLOWING THE  
SWEARING IN CEREMONY**

The meeting was called to order by Mayor Resch on the above date at 6:20 PM in Bryant Park located at Lake Avenue and South Golfview Road on the Intracoastal Waterway, Lake Worth Beach, Florida.

**ROLL CALL:** Present were Mayor Betty Resch; and Commissioners Sarah Malega, Carla Blockson, Kimberly Stokes and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia and City Clerk Deborah M. Andrea.

**PLEDGE OF ALLEGIANCE:**

**NEW BUSINESS:**

- A. Resolution No. 08-2021 – setting the ballot for the March 23, 2021 Municipal Run-Off Election

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 08-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA,  
DIRECTING THE CITY CLERK TO PREPARE THE OFFICIAL BALLOT FOR THE  
CITYWIDE RUN-OFF ELECTION TO BE HELD ON MARCH 23, 2021; PROVIDING  
AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Robinson and seconded by Commissioner Blockson to approve Resolution No. 08-2021 – setting the ballot for the March 23, 2021 Municipal Run-Off Election.

Mayor Resch announced that this was the time for public comment. There were no public comments.

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

**CITY MANAGER'S REPORT:**

City Manager Bornstein provided the following report:

- All was well in Lake Worth Beach and the City Manager, City Attorney and City staff were ready to get to work.

**ADJOURNMENT:**

**Action:** Motion made by Commissioner Blockson and seconded by Commissioner Robinson to adjourn the meeting at 6:26 PM.

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

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Betty Resch, Mayor

ATTEST:

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Deborah M. Andrea, CMC, City Clerk

Minutes Approved: April 6, 2021

**MINUTES  
CITY OF LAKE WORTH BEACH  
SPECIAL CITY COMMISSION MEETING  
CULTURAL PLAZA, 414 LAKE AVENUE  
THURSDAY, MARCH 25, 2021 - 5:30 PM**

The meeting was called to order by Mayor Resch on the above date at 5:31 PM at the Cultural Plaza at 414 Lake Avenue, Lake Worth Beach, Florida.

**ROLL CALL:** Present were Mayor Betty Resch; and Commissioners Sarah Malega, Kimberly Stokes and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia and Deputy City Clerk Melissa Ann Coyne. Commissioner Carla Blockson was absent.

**PLEDGE OF ALLEGIANCE:** led by Commissioner Herman Robinson.

**NEW BUSINESS:**

- A. Resolution No. 11-2021 - certifying the results of the March 23, 2021 Municipal Run-Off Election

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 11-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA,  
CERTIFYING THE OFFICIAL RESULTS OF THE MUNICIPAL RUN-OFF  
ELECTION HELD MARCH 23, 2021; AND PROVIDE FOR AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Robinson to approve Resolution No. 11-2021 - certifying the results of the March 23, 2021 Municipal Run-Off Election.

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

Cara Jennings spoke in favor of certifying the results of the run-off election.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, Stokes and Robinson. NAYS: None. ABSENT: Commissioner Blockson.

**ADJOURNMENT:**

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Robinson to adjourn the meeting at 5:34 PM.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, Blockson, Stokes and Robinson. NAYS: None. ABSENT: Commissioner Blockson.

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

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, CMC, City Clerk

Minutes Approved: April 6, 2021

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Change Order No. 1 with Globaltech, Inc. for Utility Radio System Upgrade Phase 1 project

**SUMMARY:**

Change Order No. 1 to Utility Radio System Upgrade Phase 1 Project authorizes Globaltech, Inc. to provide additional design and installation services on the antenna at the water treatment plant in the additional amount of \$19,241.28 and 140 additional work days.

**BACKGROUND AND JUSTIFICATION:**

The City Water Utilities Department has requested that Globaltech install the new radio antenna on the roof of the water plant rather than on a self-standing 65-ft pole so that maintenance is easier for staff. This antenna sends and receives monitoring information to the offsite raw water wells, water booster stations and wastewater pump stations and is monitored by operators at the water plant around the clock. Additional structural design is necessary to install the Rohn tower and antenna on the roof in order to ensure attachment to the roof meets the current building code and the roof is structurally reinforced to hold the antenna. The additional time is to complete this additional design and installation, as well as due to supply chain issues and lead times being extended for materials due to Covid-19 delays, as well as winter storm delays.

**MOTION:**

Move to approve/disapprove Change Order No. 1 with Globaltech, Inc. for Utility Radio System Upgrade Phase 1 project to provide additional design and installation services on the antenna at the water treatment plant in the additional amount of \$19,241.28 and 140 additional work days.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Change Order No. 1

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$19,241.28	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	 \$19,241.28	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
422-7022-533.63-00	Water Treatment	WT2001	\$2,979,391	\$2,323,142.16	-\$19,241.28	\$2,303,900.88



WATER UTILITIES DEPARTMENT  
301 COLLEGE STREET  
LAKE WORTH BEACH, FL 33460  
**561.586.1710**

## CHANGE ORDER

Project Number: WO-04 Contractor: Globaltech, Inc.

Project Name: Utility Radio System Upgrade Phase 1

Change Order Number: 01

Change Order Effective Date: \_\_\_\_\_ Contractor Phone: 561-997-6433

Change Order Type: Addition Existing Purchase Order Number: 182115

### Description of Change:

Lake Worth Beach (LWB) has requested that the new Water Treatment Plant (WTP) radio antenna be mounted on top of the existing WTP building. In order to comply with height requirements dictated by the Radio Survey/Study, additional work will be required for a new Rohn tower, and a mast is required to position the antenna at the required height of 65 ft above ground. Mounting the Rohn tower to the roof of the 3<sup>rd</sup> floor requires structural reinforcement of the roof section and a new base for the tower to be constructed. In addition to these structural improvements, the roof will need to be repaired to require modifications. These improvements will be constructed according to the design of WGI, Inc. structural P.E. Quotations and cost for the work are attached.

The work will require an additional 140 working days added to the project. The additional time requested is due mainly to:

- Vendor supplied material delays due to circumstances related to the COVID-19 pandemic
- Material delivery delays due to winter storms of 2020 and 2021
- Engineering time required to design new structures to accommodate the requirements of the Radio Study, and the location of these structures requested by LWB.

The improvements include:

1. Furnish and install new Rohn tower on existing WTP building third-floor roof
2. Perform additional structural reinforcements to support the new Rohn tower.
  - a) Complete roof repairs as required; see associated engineering drawings for structural improvements design.
3. Installation of Rohn tower
4. Installation of new antenna and cable on new Rohn Tower
5. Lightning protection as required

6. Perform new antenna installation at the five (5) remote sites: Well F2 and F3, North Booster pump station, South Booster pump station, and Master pump station.
7. Cleanup of site
8. Additional engineering fees (**Attachment - A**):
  - a) WGI, Inc. structural sub-consultant – structural improvements design
  - b) Globaltech, Inc. engineering management

**2.0** An allowance amount was established for the five (5) offsite antenna installations in the original scope. As a result of the design process, the project elements have been more clearly refined, allowing credit to be returned from the Allowance amounts. A quote and cost breakdown for the work is attached.

1	2	3	4	5	6
Item No.	Description	Qty	Unit	Unit Price	Increase in Contract Price
1	Credit – Antenna Tower Allowance	1	1	-\$65,113.55	-\$65,113.55
2	General Conditions	68	HR	\$7,776.00	\$7,776.00
3	Antenna Base	6	LOT	\$36,496.45	\$36,496.45
4	Antenna Tower	5	LOT	\$14,659.36	\$9,599.36
5	Engineering	1	LOT	\$18,132.00	\$18,132.00
6	Antenna Installation Remote Sites	1	LOT	\$10,004.50	\$10,004.50
7	Electrical PM	16	HR	\$1,760.00	\$1,760.00
8	Bonds & Certifications	1	LOT	\$586.52	\$586.52
	Total Amount:				<b><u>\$19,241.28</u></b>



IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 01 to the Utility Radio System Upgrade Phase 1 Project on \_\_\_\_\_, 2021.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

*RAS  
2/2/21*

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

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director



## Exhibit 2 Cost Breakdown

03/15/21

City of Lake Worth Beach  
172189 LW Utility Radio System Upgrade - Phase 1

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
<b>Job: 172189 LW Utility Radio System Upgrade - Phase 1</b>						
<b>Bid Item: 200 Antenna Mast</b>						
	CREDIT					
	Antenna Tower Installation Allowace (Original Contract)		-1	65,113.55	-65,113.55	-65,113.55
	<b>ADDITIONS</b>					
3	General Conditions	LOT				
	Submittal Labor	HR	4.00	101.00	404.00	404.00
	Project Meetings	HR	4.00	156.00	624.00	624.00
	Construction Scheduler	HR	4.00	94.00	376.00	376.00
	Construction PM 4	HR	10.0	156.00	1,560.00	1,560.00
	Construction PM 2	HR	20.0	101.00	2,020.00	2,020.00
	Construction Superintendent	HR	8.00	94.00	752.00	752.00
	Purchasing & Subcontract	HR	4.00	129.00	516.00	516.00
	Safety	HR	4.00	156.00	624.00	624.00
	Construction Assistant	HR	10.0	90.00	900.00	900.00
	Antenna Base Support Fabrication	LOT	1.00	16,500.00	16,500.00	20,303.25
	Antenna Base Support Installation	CR-D	1.00	1,800.00	1,800.00	1,800.00
	Crane	DAY	1.00	2,400.00	2,400.00	2,953.20
	Roof Repair	LOT	1.00	3,500.00	3,500.00	3,850.00
	Electrical - Coax	LOT	1.00	3,400.00	3,400.00	3,740.00
	Lightning Protection	LOT	1.00	3,500.00	3,500.00	3,850.00
	Antenna Tower	LOT	1.00	4,815.00	4,815.00	5,924.86
	Freight	LOT	1.00	1,095.00	1,095.00	1,259.25
	Misc Tools & Equipment	LOT	1.00	500.00	500.00	615.25
	Punch Out Crew	CR-D	1.00	1,800.00	1,800.00	1,800.00

Takeoff Worksheet

03/15/21

Continued...

Assembly#	Description	Unit	Quantity	Cost	Ext. Cost	Ext. Price
	Engineering	LOT	1.00	18,132.00	18,132.00	18,132.00
	New Antenna Installation Remote Sites (QTY 5)	LOT	1.00	9,095.00	9,095.00	10,004.50
	Electrical PM	HR	16.0	110.00	1,760.00	1,760.00
	Bonds & Certifications	LOT	1.00	510.02	510.02	586.52
<b>Bid Item Totals:</b>					<b>11,469.47</b>	<b>19,241.28</b>
<b>Grand Totals:</b>					<b>11,469.47</b>	<b>19,241.28</b>

**CITY OF LAKE WORTH BEACH**

**PROCLAMATION**

- WHEREAS,** Water is a basic and essential need of every living creature; and
- WHEREAS,** The State of Florida, Water Management Districts and the City of Lake Worth Beach are working together to increase awareness about the importance of water conservation; and
- WHEREAS,** The City of Lake Worth Beach and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida’s Water Conservation Month, to educate citizens about how they can help save Florida’s precious water resources; and
- WHEREAS,** The City of Lake Worth Beach has always encouraged and supported water conservation, through various educational programs and special events; and
- WHEREAS,** Every business, industry, school and citizen can make a difference when it comes to conserving water; and
- WHEREAS,** Every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community.

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

**APRIL**  
**as**  
**WATER CONSERVATION MONTH**

in the City of Lake Worth Beach, Florida, and encourage citizens of the City of Lake Worth Beach to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 6<sup>th</sup> day of April, 2021.

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

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, City Clerk

# **CITY OF LAKE WORTH BEACH**

## **PROCLAMATION**

- WHEREAS,** Water industry professionals dedicate themselves to the production and distribution of safe drinking water, as well as the proper collection, treatment, reuse, and disposal of wastewater and storm water; and
- WHEREAS,** Regardless of where it originates, our water is treated, tested, distributed, collected and retreated in processes carefully managed by water professionals to meet stringent water quality standards; and
- WHEREAS,** Water professionals work 24 hours a day, seven days a week maintaining and upgrading their system, planning for the future and improving the safety and resiliency of local water supplies; and
- WHEREAS,** The success that we have experienced thus far and will have in the future is made possible by tremendous commitment and efforts of Florida's water professionals.

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

**APRIL 2021**

**as**

**FLORIDA WATER PROFESSIONALS MONTH**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth Beach, Florida, to be affixed this 6<sup>th</sup> day of April, 2021.

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Betty Resch, Mayor

ATTEST:

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Deborah M. Andrea, City Clerk

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Change Order 02 to David Mancini & Sons Inc. for the Park of Commerce Phase 1B Project

**SUMMARY:**

Change Order 02 identifies cost reallocations and a time extension to David Mancini & Sons Inc. on the Park of Commerce Phase 1 Project for 142 days.

**BACKGROUND AND JUSTIFICATION:**

The City's Park of Commerce Phase 1B project started the beginning of the 2020 calendar year with David Mancini and Sons as the prime contractor. The project is continuing its progress and in process of final completion, however several changes are required to be memorialized per the contract. It should be noted that this project took place during the start of the Covid 19 pandemic and the time extension was in part affected by that situation.

The project consists of underground utilities for stormwater management as well as all road improvements throughout the right of way limits. The underground utility work required several modifications to the design plan in order to install the infrastructure in place. These changes were caused by conflicts with other underground utilities in horizontal and vertical orientations. Not all the information for the existing utilities were known in the time of design so these unforeseen conditions required modify drainage structures by re-coring the structure invert penetrations, drainage throats, and additional or modified pipe material. A detail description of the stormwater changes can be found in the attached change order.

Several roadway modifications took place during the construction process. These changes were part of harmonizing the roadway or per conversations with the businesses in the limits of construction. Changes included elevation differences that inhibited ADA compliance, extending driveway drop curbs & driveway aprons, berm construction and roadway base rock modifications to protect existing utilities. A detail description of the roadway changes can be found in the attached change order.

**MOTION:**

Move to approve/disapprove Change Order 02 to David Mancini and Sons Inc. for the Park of Commerce Phase 1B project with the addition of 142-day time extension added to the contract.

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A  
Change Order 02



## CHANGE ORDER

**Project Number:** SG 1803      **Contractor:** David Mancini & Sons Inc.

**Project Name:** Park of Commerce Phase 1B – Infrastructure Improvements

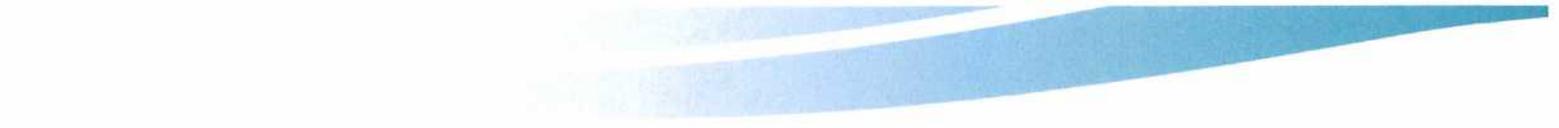
**Change Order Number:** 02

**Change Order Effective Date:** 04/06/2021      **Contractor Phone:** 954-977-3556

**Change Order Type:** Contract Time Increase      **Existing Purchase Order Number:** 182735

### Description of Change:

1. Realignment of exfiltration trench from Station 394+88 to 397+22 on the north side of 7<sup>th</sup> Ave. N. five feet (5') north to avoid conflicts with existing 4" and 10" sewer force mains. Additional costs include modifications to proposed drainage structures S-15 and S-16 as well as the curb throat at structure S-12. Total additional cost is \$16,543.44.
2. Modifications to drainage structures S-19 and S-20, Station 400+90 and substitution of twin 12 inch (12") DIP pipes for the proposed 18 inch (18") RCP cross drain between the structures to avoid a conflict with an existing 20 inch (20") sewer force main. Total additional cost is \$9,462.60.
3. Modifications to drainage structures S-21 and existing structure, Station 401+18 and substitution of twin 12 inch (12") DIP pipes for the proposed 18 inch (18") RCP cross drain between the structures to avoid a conflict with an existing 20 inch (20") sewer force main. Total additional cost is \$5,525.04.
4. Modifications to structure S-18, Station 401+18, to accommodate an existing 24 inch (24") diameter pipe found in the field where plans specified an existing 18 inch (18") diameter pipe. Total additional cost \$7,617.43.
5. Modification of two (2) manhole tops at the intersection of 7<sup>th</sup> Ave. N. and 23<sup>rd</sup> Ave. from solid to grated tops to prevent storm water from ponding at the intersection. Total additional cost \$3,907.57.

- 
6. Additional scope to construct a 2 foot (2') high 290 foot (290') long berm on the north side of 4<sup>th</sup> Ave. N. Station 61+70 to 64+60, to prevent illegal access from the 4<sup>th</sup> Ave. R/W to an adjacent private parking area. Total additional cost \$10,516.32 and four (4) additional contract days.
  7. Additional cost to adjust the top elevation of drainage structure S-17 to accommodate the installation of a discharge control weir plate to its design elevation. Total additional cost \$6,685.49 and three (3) additional contract days.
  8. Additional cost to relocate an existing irrigation line outside the road R/W of 7<sup>th</sup> Ave. N., Station 53+80 to 56+20, to accommodate construction of plan improvements. Total additional cost \$605.12.
  9. Additional cost to substitute "black base" for roadway subgrade and base rock on 7<sup>th</sup> Ave. N., Station 50+00 to 51+75 to avoid potential damage from compaction activities to existing shallow storm drainage pipe. Total additional cost \$28,743.79 and twenty-two (22) additional contract days.
  10. Additional cost to restore on street parking on the south side of 4<sup>th</sup> Ave. N., Station 69+75 to 70+30, using filter fabric, base rock and asphalt millings. Total additional cost \$4,971.37 and one (1) additional contract day.
  11. Additional cost to remove and reconstruct a private parking area on the north side of 7<sup>th</sup> Ave. N., Station 54+00 to 55+00, to match plan grades at back of curb. Total additional cost \$15,876.28 and nineteen (19) additional contract days.
- 
- 

## ROADWAY RFP SUMMARY

Acct	RFP	Description	Cost	Time Rqst	Time Adj.
Roadway	WDC #4	Add ADA ramp and crosswalk on 7th Ave. N. between 23rd Ave. and Boutwell Road.	\$ 4,422.00	4	0
Roadway	WDC #5	Add 39 days to contract time.	\$ -	39	0
Roadway	WDC #6	Add 40 days to contract time.	\$ -	40	0
Roadway	RFP #16	Addition of 2' berm on 4th Ave. N. west end north side	\$ 10,516.32	6	-2
Roadway	RFP #18	Relocation of irrigation in R/W, 7th Ave. N. (Silva Logistics)	\$ 605.12	1	-1
Roadway	RFP #19	Field direction re: Substitution of black base instead of base/subgrade rock on 7th Ave. N. Sta. 50+00 to 51+75.	\$ 28,743.79	37	-15
Roadway	RFP #20	Re: RFI #22, modifications to street parking on 4th Ave. N., EDS Air Conditioning.	\$ 4,971.37	3	-2
Roadway	RFP #21	Re: RFI #31, R&R parking area Sta. 54+00 to 55+00 to adjust grading to match plan elevations at curb.	\$ 15,876.28	31	-12
<b>Total additional costs/Days</b>			<b>\$ 65,134.88</b>	<b>161</b>	<b>129</b>

## STORM WATER RFP SUMMARY

Acct	RFP	Description	Cost	Time Rqst	Time Adj.
Storm Water	WDC #7	Add replacement of top slab and construction of flow line in the existing storm water junction box discovered on 7th Ave. N. eastbound lane at Station 50+19.	\$ 13,212.46	10	0
Storm Drainage	RFP #6	RFI #10, Structure modifications to accommodate realignment of exfiltration trench, 7th Ave. N. west of 23rd Ave.	\$ 16,543.44	0	0
Storm Drainage	RFP #7	RFI #12, Structure modifications and materials to accommodate replacement of 18" RCP road crossing with 2-12" DIP pipe.	\$ 9,462.60	0	0
Storm Drainage	RFP #8	RFI #15, Structure modifications to existing structure & Str. S-21 to accommodate replacement of 18" RCP road crossing with 2-12" DIP pipes.	\$ 5,524.04	0	0
Storm Drainage	RFP #9	Field direction re:, Modifications to Str. S-18 to accommodate difference in existing pipe size between plans and field.	\$ 7,617.43	0	0
Storm Drainage	RFP #14	Field direction re: Cost to refit manholes at 7th Ave. N. and 23rd Ave. with slotted tops to mitigate storm water ponding.	\$ 3,907.57	0	0
Storm Drainage	RFP #17	Modification of top elevation for Structure S-17, 7th Ave. N.	\$ 6,685.49	8	-5
<b>Total additional costs/Days</b>			<b>\$ 62,953.03</b>	<b>18</b>	<b>13</b>

Available contract sources;

Line Item R-12 - Concrete NS, Gravity Wall	\$ 86,360.00
Line Item C-5, General Allowance	\$ 40,763.44
Line Items R-4 & R-5 - Base/Subgrade underrun	\$ 38,000.00
<b>Total available contract sources</b>	<b>\$ 165,123.44</b>

Additional Costs:

Roadway	\$ 65,134.88
Storm Water	\$ 62,953.03
	<b>\$ 128,087.91</b>
Residual contract sources	\$ 37,035.53

Total additional contract time (days)

142

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Price of Original Contract: \$1,695,685.50 authorized by Commission on 12/12/19 Agenda Item 9.C

Current Price of Contract (including Change Orders): \$1,743,882.30

Price of Current Change Order: \$00.00

New Contract Price: \$1,743,882.30

Basis of Price Change:  Unit Price  Time & Material  Lump Sum

Contract Time Change

No Change  Extended  Decreased by 142 work days

*The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER.*

*This Change Order may be executed in counterparts and is not effective until approved by either the City Manager or City Commission (as designated on the last page of this Change Order).*

Reviewed and Accepted by: Fabio Angarita, David Mancini and Sons, Inc.  
(Contractor Name)

  
Contractor Representative (Signature) Project Manager Title 3/24/2021 Date

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Approved by:   
Brian Mielke  Water Department Director 3/26/21 (Date)

IN WITNESS WHEREOF, the OWNER/CITY has approved this Change Order No. 02 to the Park of Commerce Phase 1B Project on October \_\_, 20\_\_.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

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

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Agreement for On-Line Bill Pay services with Automated Merchant Systems, LLC

**SUMMARY:**

Agreement provides for Automated Merchant Systems, LLC to collect on-line bill payments on behalf of the City of Lake Worth Beach for the Community Sustainability Department.

**BACKGROUND AND JUSTIFICATION:**

In order to provide a higher level of customer service and convenience as well as to offer an additional option for payment in response to the CoVid epidemic, City Staff has reviewed the on-line bill payment options from a variety of vendors over the course of the past 18 months. After considering all of the pros and cons of each, City Staff chose to negotiate with Automated Merchant Systems, LLC to provide on-line bill collection services for the Community Sustainability Department (Department).

The services to be provided under this agreement are for the on-line collection of payments via credit card for the Department's various functions. The service will be provided at no cost to the City. A nominal user fee will be charged upfront by the vendor to take in the payments. The full amount of the fees due the City will be turned over on a regular basis. At this time, the on-line bill option is available for building permits; planning, zoning & preservation services; business licenses and some of the code compliance fines and fees.

Once the agreement is signed, City Staff and the vendor will coordinate rolling the service out to the public through the City's website. Payments for the Building Division will be the first to be available. Thereafter, payments will be coordinated for the other services in the following order: Planning & Preservation Division, Business License Division and finally Code Compliance Division. It is anticipated that all will be "live" on the website by the close of the fiscal year in September 2021.

Due to the fact the agreement stipulates that all user fees, transaction charges and processing costs are paid up front by the consumer to the provider, the City will receive the entirety of fees and charges due. There will be no fiscal impact to the City for these services.

**MOTION:**

Move to approve/disapprove agreement with Automated Merchant Systems, LLC.

**ATTACHMENT(S):**

Fiscal Impact Analysis – none to the City Agreement

**CITY OF LAKE WORTH BEACH STANDARD ADDENDUM  
(Merchant Payment Processing Agreement and Location Addenda)**

This Addendum is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **City of Lake Worth Beach**, located at 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida Municipal Corporation (“City”) and **Automated Merchant Systems, LLC**, a Florida corporation (hereafter “Vendor”).

In consideration of the mutual promises contained in this Addendum and contained within the Vendor’s Merchant Payment Processing Agreement and the Location Addendum (for Code Compliance, Building Permits, PZHP, and Business Licenses), which are attached hereto as **Exhibit “A”** (with this Addendum and the Vendor’s Merchant Payment Processing Agreement and the Location Addendum hereafter jointly referred to as the “Contract Documents”), the City and Vendor agree as follows:

**SECTION 1 – SOVEREIGN IMMUNITY**

1.1 Nothing contained in the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes (2021). The City shall not be required to indemnify Vendor under the Contract Documents.

**SECTION 2 – CONTROLLING LAW; VENUE; REMEDIES; ENFORCEMENT COSTS;  
JURY TRIAL WAIVER**

2.1 The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. Disputes related to or arising out of the Contract Documents shall not be subject to binding or non-binding arbitration.

2.2 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney’s fees. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents. This provision shall supersede and specifically replace all other conflicting provisions in the Contract Documents.

**SECTION 3 - AUTHORITY TO PRACTICE**

3.1 Vendor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws.

**SECTION 4 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES**

4.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted Vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

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

#### **SECTION 5 - ENTIRETY OF CONTRACTUAL AGREEMENT**

5.1 The City and Vendor agree that the Contract Documents 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 the Contract Documents may be added to, modified, superseded or otherwise altered by Vendor, except by written instrument executed by the both parties hereto.

#### **SECTION 6 – CONFIDENTIAL AND PROPRIETARY INFORMATION**

6.1 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 the Contract Documents) 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. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure.

#### **SECTION 7 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

7.1 The Contract Documents consists of this Addendum and the remaining Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum 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. Notwithstanding the provisions in this Addendum, the parties understand and agree that Merrick Bank Corporation is not a party to this Addendum, and Merrick Bank Corporation shall not be bound to the terms of this Addendum.

#### **SECTION 8 – TAXES**

8.1 The City is exempt from payment of Florida State Sales and Use Tax. Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the City, nor is Vendor authorized to use the City’s Tax Exemption Number in securing such materials. Vendor shall be responsible for payment of its own and its share of its employees’ payroll, payroll taxes, and benefits with respect to the Contract Documents.

## **SECTION 9 –PALM BEACH COUNTY IG**

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

## **SECTION 10 – INDEPENDENT CONTRACTOR**

10.1 Vendor is, and shall be, in the performance of all services under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the services performed pursuant to the Contract Documents shall at all times, and in all places, be an employee of Vendor and shall have no claim under the Contract Documents for compensation of any kind from the City under the Contract Documents or otherwise. Vendor shall be solely responsible for any and all compensation or payment to all persons engaged in any services performed pursuant to the Contract Documents on behalf of Vendor including, but not limited to, all wages, benefits and payroll taxes.

## **SECTION 11 – PUBLIC RECORDS LAW**

11.1 Public Records: Vendor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), 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 services.
- (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 the Contract Documents following completion of the Contract Documents if the Vendor does not transfer the records to the City.
- (d) Upon completion of the Contract Documents, transfer, at no cost, to the City all of the City's public records in possession of Vendor or keep and maintain the City's public records required by the City to perform the service. If Vendor transfers all public records to the City upon completion of the Contract Documents, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract Documents, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN**

**OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE IGHWAY, LAKE WORTH BEACH, FL 33460.**

**SECTION 12 – TIME**

12.1 Time is of the essence for the performance of all work/services by Vendor under the Contract Documents.

**SECTION 13 – INFRINGEMENT INDEMNITY**

13.1 Vendor will defend or settle at its expense a claim or suit brought by a third party against the City arising out of a claim asserting that the work, services, software, repair, materials or other deliverables (“deliverables” hereafter) provided by Vendor under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. Vendor will indemnify and hold harmless the City against and from damages, costs, and reasonable attorneys’ fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Vendor is promptly notified in writing of such claim or suit, (ii) Vendor will have the sole control of the defense and settlement thereof, and (iii) City furnishes Vendor, on reasonable request, information available to City for such defense. The City will not admit any such claim without prior consent of Vendor.

(a) In the event of a claim of infringement, Vendor shall, at its option:

1. procure for City the right to continue using the deliverables provided under the Contract Documents; or
2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
3. If neither of the above actions is reasonably feasible, Vendor will refund to City the fee actually paid by City under the Contract Documents (as amortized on a straight-line basis over the time in which the City was able to use the deliverables.

(b) Vendor will have no obligation under this section for infringement if and to the extent that such claim arises from:

1. modification of the deliverables other than by Vendor or by its recommendation; or
2. combination of the deliverables with products other than those supplied by Vendor;
3. the alleged infringement or misappropriation relates to such modification or combination; and/or
4. the specifications or written direction of the City directs Vendor to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with Vendor’s products, services, or work product.

(c) Vendor will also not have any indemnification obligation with respect to a claim:  
(i) if it has provided City with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out of use of the deliverables not in accordance with the Contract Documents.

(d) Vendor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon Vendor whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

#### **SECTION 14 – BUDGET AND APPROPRIATION**

14.1 Vendor acknowledges and agrees that the City is a municipal corporation and political subdivision of the state of Florida, and as such, the Contract Documents are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated therewith in any fiscal year of the City. Based upon the timeframes set forth in the Contract Documents, the City agrees that it has the funding available for the current fiscal year (FY 2020-2021) and agrees to propose in each applicable fiscal year budget thereafter an amount to cover the City's payment obligations as stated in the Contract Documents; however, the City's future funding obligations as stated herein are all subject to the City's annual budgeting and appropriation process. Vendor understands and agrees that the City's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the City nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under the Contract Documents. 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 payment obligations in the Contract Documents in any fiscal year after the current fiscal year, then the City will notify Vendor of such occurrence and either the City or Vendor may terminate the Contract Documents 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. City shall pay Vendor for all services performed under the Contract Documents through the date of termination.

#### **SECTION 15 – EVENTS OF DEFAULT, EARLY TERMINATION AND EARLY TERMINATION FEE**

15.1 If a party is in default of its obligations under the Contract Documents, the non-defaulting party shall provide the defaulting party with thirty (30) days' notice of default and provide the defaulting party a reasonable period of time to cure the default. If the default is not reasonably cured, the non-defaulting party may pursue any and all legal remedies as set forth in the Contract Documents or otherwise provided by law and terminate the Contract Documents.

#### **SECTION 16 – NO CONSEQUENTIAL DAMAGES**

16.1 In no event shall either party be liable to the other party or any third party for any incidental, special, indirect, consequential, or punitive damages arising out of or related to the Contract Documents, whether such alleged damages are labeled in tort, contract, or otherwise, and even if such party has been advised of the possibility of such damages.

#### **SECTION 17 – NOTICE**

17.1 All notices required in the Contract Documents 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 Vendor, shall be sent to:

Automated Merchant Systems, LLC  
1071 S Sun Drive, Suite 2001  
Lake Mary, FL 32746

### **SECTION 18 – NON-EXCLUSIVE AND COUNTERPARTS**

18.1 Nothing in the Contract Documents shall be interpreted or construed as creating an exclusive agreement between the City and the Vendor.

18.2 The Contract Documents 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 the Contract Documents. The Contract Documents may be signed digitally and each digitally signed counterpart shall be considered as an original of the signing party.

### **SECTION 19 – E-VERIFY**

19.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Vendor 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 the Contract Documents) 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 the Contract Documents 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 the Contract Documents; and,
- (f) Be aware that if the City terminates the Contract Documents under Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a contract for at least 1 year after the date on which the Contract Documents are terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Contract Documents.

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IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

VENDOR: AUTOMATED MERCHANT SYSTEMS, LLC

[CORPORATE SEAL]

By: [Signature]  
Print Name: Daniel L. Sloan

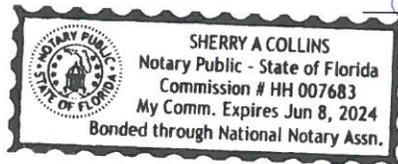
Print Position: President

STATE OF Florida )  
COUNTY OF Seminole )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 24<sup>th</sup> day of March 2021, by Daniel L Sloan, as the President [title] of Automated Merchant Systems, LLC, a Florida limited liability company, who is personally known to me or who has produced Florida Driver License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the VENDOR the same.

[Signature]  
Notary Public Signature

Notary Seal:



**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

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

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director



**MERCHANT PROCESSING AGREEMENT  
APPLICATION AND FEE SCHEDULE**

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

**PRINT CLEARLY**

<b>ASSOCIATE:</b>	<b>ACCOUNT REP:</b> Nancy Murphy 1030	<b>DATE:</b>
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<b>Corporate/ Legal Name:</b> City of Lake Worth Beach		<b>Federal Tax ID Number:</b> 59-6000358	
<b>Address (Physical Location):</b> 7 North Dixie Highway		<b>Mailing Address:</b> 7 North Dixie Highway	
<b>City:</b> Lake Worth Beach	<b>State:</b> FL	<b>Zip:</b> 33460	<b>City:</b> Lake Worth Beach
			<b>State:</b> FL
			<b>Zip:</b> 33460
<b>Business Phone #:</b> (561) 586-1600		<b>Fax #:</b> (561) 586-1750	
<b>Website Address:</b> www.lakeworthbeachfl.gov			

<b>TYPE OF BUSINESS:</b> Government	<b>CHAIN MERCHANT</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>NUMBER OF YEARS IN BUSINESS:</b> 20+ Years	<b>BUSINESS LICENSE #:</b> _____

<b>CURRENT PROCESSOR:</b> B of A	<b>POS DEBIT:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	<b>NETWORK:</b> _____
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(Z) Star MAC (W) Star East (Q) Star West (G) Interlink (B) Maestro (K) EBT

<b>TRADE REFERENCES:</b>			
<b>Company:</b> _____	<b>Contact:</b> _____	<b>Phone:</b> _____	<b>Fax:</b> _____
	<b>Account Type:</b> _____		
<b>Company:</b> _____	<b>Contact:</b> _____	<b>Phone:</b> _____	<b>Fax:</b> _____
	<b>Account Type:</b> _____		

<b>Authorized Signer (First):</b> MI: Last: Michael Bornstein	<b>Title:</b> City Manager	<b>Phone Number:</b> (561) 586-1630	<b>Email Address:</b> mbornstein@lakeworthbeachfl.gov
<b>Alternate (First):</b> MI: Last: _____	<b>Title:</b> _____	<b>Phone Number:</b> _____	<b>Email Address:</b> _____
<b>Alternate (First):</b> MI: Last: _____	<b>Title:</b> _____	<b>Phone Number:</b> _____	<b>Email Address:</b> _____

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

By checking this box, Merchant opts out of accepting American Express.

<b>THE MERCHANT PROCESSING AGREEMENT IS EFFECTIVE UPON THE SIGNING BY MERCHANT AND AUTOMATED MERCHANT SYSTEMS, LLC</b>			
<b>Merrick Bank Corporation</b>		<b>Automated Merchant Systems, LLC</b>	
<b>By:</b> _____	<b>Date:</b> 03-26-2021	<b>By:</b> _____	<b>Date:</b> 03-26-2021
135 Crossways Drive North, Suite A Woodbury, NY 11797		1071 S Sun Drive, Suite 2001 Lake Mary, FL 32746 407-331-5465	



## MERCHANT SIGNATURE AUTHORIZATION

**Name of Entity:** City of Lake Worth Beach

The undersigned certifies and agrees to as follows:

1. The undersigned and any of the persons identified below are duly authorized to sign this Merchant Processing Agreement and bind the entity indicated above to it. If any official indicated below resigns or is replaced, that official's successor(s) in office shall be deemed to have signed this certification and the Merchant Processing Agreement. These persons also have the authority to perform the duties and functions defined in 2, 3 and 4 below.

TITLE	PRINT NAME	SIGNATURE
City Manager	Michael Bornstein	

2. The persons listed below are duly authorized to act for and on behalf of the entity indicated above in any manner relating to this Merchant Processing Agreement and any additional merchant location forms.
3. Both AMS and Merrick Bank may rely on the authority granted in this certification and the undersigned official represents and warrants that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. The following are the names, titles and genuine signatures of the persons authorized by this certification to perform ongoing organizational processes and updates:

TITLE	PRINT NAME	SIGNATURE

I have subscribed my name as the official indicated above as of \_\_\_\_\_, \_\_\_\_\_ (date)

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MERCHANT INQUIRY:**

Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other businesses?

NO     YES (if yes, please explain) \_\_\_\_\_

How Many Chargebacks Last Year? \_\_\_\_\_ Total Amount: \$ \_\_\_\_\_

Please Mark all Card Types Accepted and Initial Here: \_\_\_\_\_ (initials)

Debit Cards: V/MC (consumer signature cards/ all foreign issued cards/ PIN debit cards)

\*For Details on how these transactions qualify at each level, please refer to your Merchant Operating Guide.

Other Cards: V/MC/DISC/AMEX (business credit/debit, consumer credit, & all foreign issued cards)

This is a Payment Processing Agreement entered into as of the date accepted by ISO (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, LLC ("AMS") and the governmental entity ("Merchant", "you", "your", "yours" and the like) that signed the attached application included with this Agreement (the "Application"). The term "Agreement", as used herein, shall include the Application, the fee schedule included with this Agreement, as applicable, (the "Fee Schedule"), the terms and conditions set forth below, and all attachments, exhibits, schedules and the like included herewith.

#### **BACKGROUND INFORMATION**

Member Bank is a member/acquirer of Visa U.S.A. Incorporated ("Visa"), Mastercard International ("Mastercard"), DFS Services, LLC ("Discover"), is authorized to process and settle certain transactions originated on the American Express Travel Related Services Company, Inc. ("American Express") payment network and is authorized to process Card transactions for such financial institutions and various other payment brands, payment networks and Card issuers (each a "Payment Brand"). For purposes of this Agreement, "Card" means an account, or evidence of an account, authorized and established by a Payment Brand or representatives thereof that merchants accept from their customers as payment for goods or services. Cards include, but are not limited to, credit cards, debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts. Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's service provider and provides certain services to you through various third-party service providers (AMS and such third-party service providers shall hereinafter collectively be referred to as "ISO"). You desire to accept one or more types of Cards issued by a Payment Brand. Member Bank and ISO agree to provide services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

#### **OPERATIVE PROVISIONS**

- 1. Services.** Member Bank and ISO agree to provide you, at your U.S. locations identified in the Application (as defined below), transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. You will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at your facilities and will likewise be responsible for the connection of those devices to the Services in compliance with ISO's requirements. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.
- 2. Payment Brand Regulations.** All Card transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program, Mastercard's Site Data Protection Program, and the American Express Data Security Requirements, as may be amended, supplemented or replaced from time to time. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at [www.americanexpress.com/dsr](http://www.americanexpress.com/dsr). Merchant shall abide by and fully comply with the Payment Brand Regulations, DSS, CISP, SDP, DSR, and any other security requirements. You are responsible for demonstrating your own, your agents, and your servicers' compliance with Payment Brand Regulations as they may be amended from time to time. ISO is not responsible for providing copies of the Payment Brand Regulations to you and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Most Payment Brand Regulations are available online, and ISO will provide you with specific website information upon request. You will comply with all state and federal laws and Payment Brand Regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, you shall comply with all of ISO's policies, procedures and guidelines governing the Services provided hereunder, as may be amended from time to time. You agree not to use, disclose, sell or disseminate any cardholder or card member (as used in and defined by the applicable Payment Brand Regulations, collectively, "Cardholder") information obtained in a Card transaction to any third-party other than to, or authorized by, ISO. You agree not to store any Cardholder information obtained in a Card transaction unless specifically permitted to do so under applicable Payment Brand Regulations. You agree that ISO shall not be liable for any improperly processed transaction or third-party, illegal or fraudulent access to your account, your IDs and passwords, end-user data or transaction data. ISO is not liable for your non-compliance or any costs of such non-compliance with any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. You will pay ISO and Member Bank immediately for all fines, charges, penalties, assessments and all other costs, expenses and indebtedness levied by any Payment Brand, Card issuer, regulatory authority or other third-party that are assessed against, likely to be assessed against, charged to, likely to be charged to, incurred by (directly or indirectly) or otherwise paid by, ISO and/or Member Bank to the extent that such Penalties are attributable to, arise out of, or are related to your (i) Card transaction processing or business, or (ii) your breach or alleged breach of this Section (collectively, "Penalties"). You are solely responsible for the security of data residing on the servers owned, controlled or operated by you or a third-party designated by you (e.g., a web hosting company or other service provider). You warrant that your servers and electronic systems are secure from breach or intrusion by unauthorized third-parties and will hold ISO harmless for a breach of your systems. If there is a security breach of your system and/or access to end-user data or transaction data by an unauthorized third-party, you shall immediately notify ISO upon discovery of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by ISO. You agree that ISO may disclose to any Payment Brand information regarding you and your transactions, and that such Payment Brand may use such information to perform its responsibilities in connection with its duties as a Payment Brand, promote the Payment Brand, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Payment Brand Regulations. A Payment Brand may use the information about you obtained in this Agreement at the time of setup to screen and/or monitor you in connection with Payment Brand marketing and administrative purposes. You agree that you may receive messages from a Payment Brand, including important information about Payment Brand products, services, and resources available to your business. These messages may be sent to your mailing address, phone numbers, email addresses or fax number. You may be contacted at your wireless telephone number and communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls.
- 3. Fees.** The fees to be charged by Member Bank or ISO to you or your customers for the Services provided to Program Locations are set forth in the Application and Fee Schedule (collectively, the "Fees"). ISO may change such Fees from time to time upon ten (10) days prior written notice to you. The Fees do not include, and you hereby agree to pay, all (i) Penalties, (ii) third-party fees and charges incurred by ISO and/or Member Bank which are attributable to your Card transactions other than Penalties (collectively, "Third-Party Costs"), for which you are responsible hereunder, and (iii) chargebacks of Card transactions, refunds and related interchange fees and assessments (collectively, "Dispute Items"). Interchange fees and assessments charged hereunder will not be credited back to you if a transaction is subsequently reversed or otherwise processed as a credit or chargeback. Third-Party Costs for a given Card transaction depends on a number of factors such as the type of Card presented, specific information contained in the Card transaction, how and when the Card transaction is processed and other factors. Payment Brands and other third-parties regularly add new Third-Party Costs, change the rates for existing Third-Party Costs, or change the qualification criteria for existing Third-Party Costs. Changes in the way you accept and process Card Transactions, the volume of your Card Transactions, the products and services you provide, and numerous other factors may affect Third-Party Costs.
- 4. Card Transactions.** In addition to the requirements for Card transactions set forth in the Payment Brand Regulations, you agree that you will not, unless authorized to do so under the Payment Brand Regulations, (a) deposit into any bank account owned or controlled by you ("Account(s)") any sales or credits for any Card transaction between a Cardholder and an entity other than you; or (b) make a cash disbursement to a Cardholder arising out of a Card transaction or any other use of a Card, or use your personal Card(s) to process transactions using your merchant account with ISO that would constitute a cash advance.
- 5. Your Bank Account**
  - a. You shall establish, and at all times during the Term, maintain one or more Accounts with one or more banks in order to facilitate payment of amounts due from time to time under this Agreement, for which you are responsible hereunder, which banks and Accounts shall be identified in the Application. To secure the extension of credit and your obligations under this Agreement including, without limitation, your obligation to pay, to the extent applicable, Fees, Third-Party Costs, Dispute Items and/or Penalties, you grant to Member Bank and ISO a security interest in your deposited sales and all funds maintained in the Account(s).
  - b. All credits, charges and debits in connection with Card transactions and other amounts owing under this Agreement shall be made to your Account. You authorize Member Bank, without further notice to you, to credit or debit the Account(s). Any Fees, Third-Party Costs, Dispute Items and/or Penalties payable by you pursuant to the terms and conditions of this Agreement not collected by Member Bank or ISO through a debit to the Account, for whatever reason, shall be invoiced to you by Member Bank or ISO and are due upon your receipt of such invoice.
  - c. If you have more than one deposit account with your banks, any or all of such accounts may be treated as the Account and may be credited, charged or debited in connection with Card transactions and other amounts owing under this Agreement as Member Bank or ISO may determine; provided, that you may designate a particular Account with respect to certain amounts to be credited, charged or debited from time to time by Member Bank in connection with particular Card transactions. Member Bank agrees to comply with such designation so long as the designated Account(s) contain sufficient funds to satisfy such charges or debits.
  - d. If a debit or chargeback to the Account results in an overdraft, you agree to immediately deposit with your bank an amount sufficient to cover such overdraft and any related service charges or fees.
  - e. If you desire to change the Account, you shall notify ISO in writing at least ten (10) days prior to the effective date of the change and shall follow ISO's procedures for completing the change.
- 6. Display of Service Marks, Advertising and Promotional Materials**
  - a. You shall prominently display any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the ISO furnishes to you to alert Cardholders that Cards will be honored by you. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.
  - b. You may use the Service Marks only to indicate that Cards are accepted by you for payment. You shall not state, imply or use the Service Marks to indicate that ISO or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of your goods or services.
  - c. You shall not refer to ISO or any Card or Payment Brand in stating eligibility for your merchandise, services or membership.
  - d. Your use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations.
  - e. Your right to use or display the Service Marks shall continue so long as this Agreement remains in effect, unless ISO directs that such use or display shall cease. You acknowledge that the Service Marks are the property of the applicable Payment Brand and you shall not infringe upon the Service Marks.
  - f. All point of sale displays or websites must include appropriate Service Marks to indicate acceptance of Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category you have selected.
- 7. Term.** This Agreement will be effective as of the date it is accepted by Member Bank and ISO and will continue in effect for a term of three (3) years following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless earlier terminated as provided for below. If either party desires not to renew the Agreement at the end of the Term, such party must provide written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Term or Term, as applicable. Notwithstanding the forgoing, Member Bank may terminate this Agreement for any or no reason with 30 days' notice to you.
- 8. Events of Default.** An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) you fail to pay any obligation under this Agreement to Member Bank or ISO when due; (b) any representation or warranty made by you under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by you to Member Bank or ISO pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) you shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) you are no longer allowed by a Payment Brand to accept such Payment Brand's Cards as payment or your name appears on a Payment Brand's terminated merchant file; (e) Member Bank or ISO reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to your acceptance of Cards or your performance under this Agreement; (f) there is an unexplained material change in your processed volume, average ticket size or mode of sale;

(g) Member Bank or ISO reasonably conclude that there exists a risk of an abnormal level of chargebacks or that you may not fund Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, or Penalties as they occur; (h) you have defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in your business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against you for the payment of money remain undischarged, unsatisfied or unstayed for a period of forty five (45) consecutive days; (k) your lender takes possession of your inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against you or any of your assets; (m) a proceeding shall have been instituted with respect to you (1) seeking an order for relief or a declaration entailing a finding that you are insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to you, your assets or your debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequester or other similar official for you or for all or any substantial part of your assets; or (n) you shall become insolvent, shall become generally unable to pay your debts as they become due, shall voluntarily suspend transaction of your business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(1) above, or shall consent to any such order for relief, declaration, finding or relief described therein, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of your assets, shall dissolve, windup, revoke or forfeit your charter (or other constituent documents) or liquidate yourself or any substantial part of your assets, or shall take any action in furtherance of any of the foregoing; (o) accept a Card for an unlawful Internet gambling transaction; or (p) you fail to become or remain "PCI compliant" (as required under applicable Payment Brand Regulations) and/or you fail to certify such compliance to ISO upon request. You shall notify Member Bank and ISO in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

**9. Remedies Upon Event of Default.** Upon the occurrence of any Event of Default, Member Bank and ISO may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon notice to you; (b) without prior notice to you, refuse to accept or revoke acceptance of any sales or credit, or the electronic transmission thereof if applicable, received by Member Bank or ISO on or at any time after the occurrence of any Event of Default; (c) without prior notice to you, Member Bank may debit your Accounts in an amount equal to any amount then owed to Member Bank or ISO; (d) establish a reasonable reserve using your funds in Member Bank's possession to cover foreseeable Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, Penalties, and Cardholder credits; (e) increase the Fees commensurate with the increased risk; (f) require you to deposit, as cash collateral, such amounts as Member Bank or ISO may require to secure your obligations hereunder; (g) report to one or more credit reporting agencies any outstanding indebtedness to Member Bank or ISO; or (h) take such other action as may be permitted by law.

**10. Early Termination Fee.** For purposes of this Section 10, an "Early Termination Event" shall mean: (i) a termination of this Agreement by Member Bank or ISO following an Event of Default specified in Section 8 above (ii); a termination of this Agreement by you for any reason whatsoever, other than following written termination notice given by you pursuant to Section 7 or 12; or (iii) your deposit or submission of any of your Payment Brand branded transactions with any entity other than Member Bank. The parties agree that the actual damages which will result to ISO from an Early Termination Event are not readily ascertainable as of the effective date of this Agreement. In addition, you acknowledge and agree that in reliance on this Agreement and other long-term agreements, ISO will incur additional long-term costs, including without limitation, computer hardware, software, and labor. Accordingly, upon the occurrence of an Early Termination, you shall pay to ISO, in addition to all amounts owed for the Services provided to you pursuant to this Agreement, an Early Termination Fee. "Early Termination Fee" shall mean an amount equal to the greater of (i) \$500.00; or (ii) thirty percent (30%) of the average total monthly Service Fees collected by ISO during the Measurement Period, times the total number of months, or portion thereof, following an Early Termination Event. The "Measurement Period" shall mean the six (6) month period prior to the Early Termination Event. The parties intend that this Early Termination Fee be in lieu of ISO's lost profits for the remainder of this Agreement, but not in lieu of any other damages to which ISO might otherwise be entitled arising out of your wrongful acts or omissions.

**11. Change in Your Business.** You shall provide Member Bank and ISO at least thirty (30) days prior written notice of your intent to change in any way the basic nature of your business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and ISO shall have the right to terminate this Agreement without further obligation upon providing thirty (30) days prior written notice to you.

**12. Termination by You.** You may terminate this Agreement upon thirty (30) days prior written notice to Member Bank and ISO in the event of (a) your receipt of notice of any increase in Fees payable to Member Bank and ISO pursuant to Section 3 hereof (excluding Fee increases pursuant to Section 9); or (b) any material amendment or modification to this Agreement made by Member Bank or ISO pursuant to Section 17 hereof which adversely affects you in any material respect (excluding material amendments or modifications required due to changes to a Payment Brand Regulation or applicable federal, state or local law or regulation). Your right to terminate pursuant to this Section 12 shall expire thirty (30) days following your receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if you otherwise breach this Agreement, you acknowledge that Member Bank or ISO may be required to report your business name and the names and other identification of your principals to the terminated merchant file maintained by the Payment Brands. **You expressly agree and consent to such reporting if you are terminated for any reason requiring listing on the terminated merchant file.** You waive Member Bank and ISO from any claims that you may raise as a result of Member Bank or ISO terminated merchant file reporting. Further, you will return all Member Bank and ISO property, forms, or equipment. All obligations for transactions prior to termination (including payment for Fees, Third-Party Costs for which you are responsible hereunder, Dispute Items, Penalties and Member Bank's expenses relating to chargebacks) survive termination. Neither Member Bank nor ISO is liable to you for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Member Bank or ISO will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.

**13. Credit Inquiries; Reporting; Financial Statements.** You authorize Member Bank and ISO to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. You also authorize any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and ISO. You agree to provide to ISO such financial statements or other information concerning your business or operations as may be requested by ISO from time to time, in appropriate detail, promptly upon request by ISO. Upon request by ISO, you shall furnish to ISO, within 120 days after the end of your fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. ISO may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.

**14. Representation and Warranties; Disclaimers.** You make the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in the Application or any other document delivered to Member Bank and ISO in connection therewith or with this Agreement is true and complete in all material respects; (b) you have the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which you are subject or by which your assets are bound; (d) you have all required licenses, if any, to conduct your business and are qualified to do business in every jurisdiction where it is required to do so; and (e) there is no action, suit or proceeding at law or in equity pending, or to your knowledge, threatened, by or against or affecting you which if adversely decided to you would impair your right to carry on your business substantially as now conducted or adversely affect your financial condition or operations in any material respect. **EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ISO DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES MADE BY ANY THIRD-PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. ISO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT ISO SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF YOUR PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD, PENALTIES OR CHARGEBACKS. ISO MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES ISO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICES.**

**15. CHOICE OF LAW; JURISDICTION; WAIVER.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IN WHICH YOU ARE LOCATED. YOU, MEMBER BANK AND ISO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREE THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH YOU ARE LOCATED; (B) SUBMIT TO THE JURISDICTION OF SUCH COURTS; (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT; (D) WAIVE ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVE ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER YOU OR ISO; (E) CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO YOU AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (F) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

**16. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY YOU AGAINST MEMBER BANK OR ISO OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE WILLFUL MISCONDUCT OF THE MEMBER BANK OR ISO AND YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR. YOU FURTHER UNDERSTAND AND AGREE THAT YOUR RESPONSIBILITY TO PAY PENALTIES AS DESCRIBED IN THIS AGREEMENT SHALL NOT BE LIMITED OR RESTRICTED UNDER ANY CIRCUMSTANCES, EVEN IF SUCH PENALTIES ARE DEEMED TO BE SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER APPLICABLE LAW.

**17. CONFIDENTIAL INFORMATION.** You will not use for any purpose other than contemplated by this Agreement, will not disclose to any third-party, and will cause your employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Services, or any information learned about the business practices and ways in which ISO conducts business that is not generally known to others, including without limitation details about the Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). You will inform ISO of any request by a court or government agency to disclose such Confidential Information to enable ISO to waive the provisions of this Section or defend the nondisclosure. You will not be obligated to maintain the confidentiality of Confidential Information: (i) you are required to reveal in performing your obligations under this Agreement, (ii) that is or becomes within the public domain through no act of yours in breach of this Agreement, (iii) was legitimately in your possession prior to its disclosure under this Agreement, and you can prove that, or (iv) is required to be disclosed by state or federal law, provided that you provide ISO with notice and an opportunity to oppose the disclosure. In the event of a breach of this section, the parties agree that ISO will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, ISO will be entitled to injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond. This Section will survive termination of this Agreement.

**Terms in Section 18 Below Are Additional Terms Applicable Specifically to American Express Card Acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Network Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to American Express transactions only. Merchant shall be bound by American Express Network Rules, including the Merchant Operating Guide, as it may be updated from time to time by American Express: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide). In the event of conflict or inconsistency between the Operating Guide and any other relevant document, the Operating Guide will prevail.**

#### **18. AMERICAN EXPRESS OPTBLUE® TERMS AND CONDITIONS.**

- a. **Transaction Data.** Merchant authorizes ISO and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.
- b. **Marketing Message Opt-Out.** Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.
- c. **Conversion to American Express Direct Merchant.** Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.
- d. **American Express as Third-Party Beneficiary.** Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.
- e. **American Express Opt-Out.** Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Payment Brands.
- f. **Refund Policies.** Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
- g. **Establishment Closing.** If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.
- h. **Merchant shall not assign to any third-party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at Merchant's business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Member Bank/ISO, its affiliated entities and/or any other cash advance funding source that partners with Member Bank/ISO or its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Member Bank/ISO prohibits Merchant from selling or assigning future Transaction receivables to any third-party.**
- i. **Member Bank/ISO shall have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant (i) if Merchant breaches any of the provisions of this Agreement, or (ii) for cause or fraudulent or other activity, or upon American Express' request. In the event Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately remove all American Express branding and marks from Merchant's website and wherever else they are displayed.**
- j. **Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by these provisions, the Agreement, or the Payment Brand Regulations) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under the Agreement.**
- k. **In the event that Merchant or Member Bank/ISO is not able to resolve a claim against American Express, or a claim against Member Bank/ISO or any other entity that American Express has a right to join in resolving a claim, the Merchant Operating Guide explains how claims can be resolved through arbitration. Merchant or American Express may elect to resolve any claim by individual, binding arbitration. Claims are decided by a neutral arbitrator.**
- l. **Any and all Cardholder information is confidential and the sole property of the applicable issuer, American Express or its affiliates. Except as otherwise specified, Merchant must not disclose Cardholder information, nor use nor store it, other than to facilitate Transactions at Merchant's business locations and websites in accordance with the Agreement.**
- m. **Merchant must ensure that it and any third-parties it enlists to facilitate Transactions processing complies with the American Express Technical Specifications (available at [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide)) (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process Transactions. Merchant may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure compliance with the Technical Specifications, Merchant should work with Member Bank/ISO.**
- n. **American Express Right to Modify or Terminate Agreement.** American Express has the right to modify the Agreement with respect to American Express Card transactions or to terminate Merchant's acceptance of American Express Card transactions and to require ISO to investigate Merchant's activities with respect to American Express Card transactions.

#### **19. ACH AND CHECK 21 TERMS AND CONDITIONS.**

- a. **Services.** With respect to ACH Transactions, ISO shall be the ACH processor through which debit and credit transactions are submitted to the ACH Network in conjunction with ACH check processing origination and settlement services. With respect to transactions involving substitute check Images permitted under Check 21, ISO provides capture services which facilitates the processing of the substitute check Images with financial institutions in the Federal Reserve System.

- b. **Definitions.** The following terms used in this Section 19 shall have the meaning specified below:

"ACH Transaction": An electronic payment transaction originated by Merchant and processed through the ACH Network in the Federal Reserve System.

"Administrator": The Merchant's employee who has been designated as Merchant's primary contact with ISO for the Services and has been appointed by Merchant to manage the administration of Services access, including passwords, and communicate authorizations to ISO.

"Bank of First Deposit": In a Check 21 Transaction, the financial institution which receives the Entry from ISO and transmits the Entry through the Federal Reserve Bank system for transmittal to the Customer's financial institution for debit or credit to the Customer's account.

"Check 21": The Check for the 21<sup>st</sup> Century (Check 21) Act and all regulations pertaining to the Check 21 Act.

"Check 21 Transaction": An electronic payment transaction utilizing a Substitute Check Image permitted by Check 21.

"Customer": Merchant's customer who submits a payment to Merchant by means of a paper check or ACH transfer.

"Entry": A transaction submitted by Merchant for processing by the Services and further defined in the NACHA Rules.

"Image": The image that results from an electronic scan of a paper check by Merchant.

"NACHA Rules": The then-current rules, regulations and procedural guidelines published by the National Automated Clearing House Association ("NACHA") and/or all regional payment alliances associated with NACHA.

"Originating Depository Financial Institution" or "ODFI": In an ACH Transaction, the financial institution which receives the Entry from ISO and transmits the Entry to its ACH Operator for transmittal to a Receiving Depository Financial Institution for debit or credit to the Customer's account, as these terms are further defined in the NACHA Rules.

"Services": The ACH processing services and/or the Check 21 processing services provided to Merchant under this Agreement.

"Settlement Account": A commercial demand deposit bank account which Merchant has established for ISO's access and use to settle financial payment transactions processed by ISO on behalf of Merchant.

"Substitute Check": The electronic image of a paper check, as defined in Check 21.

- c. **Set-Up of Services.** ISO shall provide the Services selected by Merchant in its application. Merchant shall utilize and access the Services in accordance with the terms of this Agreement and the practices and procedures established by ISO for the Services which have been communicated in writing to Merchant. As part of the Merchant set-up and boarding process, ISO will provide Merchant with an administrative and gateway user name and password to access the Services. Merchant will designate an Administrator who shall be the sole individual vested with the authority to determine who will be authorized to use the Services; establish separate passwords for each user; and establish limits on each user's authority to access information and conduct transactions. Merchant is responsible for the actions of its Administrator, the authority the Administrator gives others to act on Merchant's behalf, and the actions of the persons designated by the Administrator to use the Services. Merchant shall take reasonable security procedures and practices to safeguard the confidentiality of the passwords; limit access to its passwords solely to persons who have a need to know such information; closely and regularly monitor the activities of employees who access the Services; and prohibit its employees and agents from initiating entries in the Services without proper authorization and supervision and adequate security controls.

- d. **Delivery of Services.** ISO will provide Services for the Entry types indicated in the Merchant set-up and boarding documentation. ISO reserves the right to withdraw the Services provided generally to its customers including Merchant for individual Entry types from general market availability and coverage under this Agreement upon ninety (90) days prior written notice to Merchant. To the extent reasonably possible, ISO will first attempt to process an Entry in the Services as an ACH Transaction, unless the Entry has clearly been designated to be processed as a Check 21 Transaction, provided the Entry fully qualifies to be processed as an ACH Transaction according to applicable NACHA Rules and ISO has received all of the required information from the Image or paper check necessary to process the transaction as an ACH Transaction. If the Entry cannot be processed as an ACH Transaction for any reason, then ISO will process the Entry in the Services as a Check 21 Transaction. Prior to submitting an Entry to ISO for processing, Merchant shall secure all authorizations and approvals from its Customer and deliver any notifications pertaining to that Entry which are required by the NACHA Rules and/or applicable laws and regulations. Merchant shall be responsible for the accuracy and propriety of all Entries submitted to ISO for processing. If Merchant utilizes a scanner to create Images which are delivered to ISO for processing, Merchant shall be solely responsible to ensure the accuracy and completeness of the Image transmitted to ISO for processing. Merchant acknowledges that ISO has specific processing deadlines imposed by its ODFI and the ACH Operator for ACH Transactions and by the Bank of First Deposit for Check 21 Transactions. Files received by the deadline will be transmitted that day to the Federal Reserve Bank for settlement on the effective entry day. Files received after the deadline will be processed the next Banking Day as defined in the NACHA Rules. For Check 21 Transactions, ISO will not be responsible for printing any Substitute Checks which may be required by a financial institution in order to receive and process the Entry. In the event of any conflicts in the instructions received by ISO regarding Merchant or any Entries relating to them, ISO may at its option and with or without notice, hold or interplead, comply with the legal process or other order, or otherwise limit access by Merchant or by ISO to the funds, Entries or proceeds thereof.

- e. **Recoupment and Set-Off.** Merchant shall immediately reimburse ISO for any returns or shortfalls that occur in Merchant's Settlement Account. ISO reserves the right to delay the availability of funds for deposit without prior written notices to Merchant if, in its sole discretion, ISO deems itself at financial or relative risk for any and all Services performed under this Agreement. Merchant hereby acknowledges and agrees that ISO shall have a right of setoff against any amounts ISO would otherwise be obligated to deposit into Merchant's account, and any other amounts ISO may owe Merchant under this Agreement.

f. Additional Merchant Responsibilities. All checks deposited electronically by Merchant through use of the Services shall be subject to the following requirements: (i) The original paper check will not be deposited through the Services more than once; (ii) All checks will conform to the requirements of Merchant's deposit agreement with its financial institution; (iii) All checks will conform to the requirements of the applicable NACHA Rules and Check 21; and (iv) Merchant shall review and validate the accuracy and completeness of the check data being captured including but not limited to the amount of the check and the legibility of the check image generated from use of the Services. Merchant shall be solely responsible for the selection, use and operation of the scanner equipment used to capture the image using the Services, including the quality of the image results generated from the scanner. Any scanner used by Merchant with the Services must meet the technical specifications for scanners published by ISO in order to be deemed compatible with the Services. Any purchase or lease of scanners by Customer from ISO or a Reseller for its use shall be transacted between Merchant and ISO or a Reseller in a separate equipment purchase/lease agreement. Merchant shall be solely liable and responsible for all damages, losses, expenses and claims arising from any of the following: (i) Duplication of images transmitted by Merchant to ISO through the Services; (ii) Alteration of scanned images not caused by ISO's Services; (iii) Deposit of checks on accounts with insufficient funds, counterfeit checks, fraudulent checks, or checks bearing unauthorized or forged endorsements; (iv) Acts of fraud, negligence or willful misconduct committed by employees of Merchant in depositing checks using the Services; (v) Hardware failure not caused by ISO's Services; or (vi) Merchant's failure to properly store or destroy original checks once the scanned image has been captured. Merchant shall hold ISO harmless from any damages, losses, expenses and claims which arise from the foregoing events not caused by ISO.

g. Pricing and Payment. Merchant shall pay ISO the fees, penalties and charges for the Services set forth in the Application and Fee Schedule and such fees, penalties and charges shall be considered Fees for all purposes of this Agreement.

h. NACHA Rules and ISO Guidelines. Each party shall comply with the then-current NACHA Rules which apply to ACH Transactions processed under this Agreement. In addition, ISO may publish to Merchant and other merchants its own standard operating and implementation guidelines for the Services with respect to specific NACHA Rules which will govern and apply to this Agreement as if set forth herein.

i. Selection and Use of Hardware. Merchant is solely responsible for the selection, use and operation of the hardware used to capture images of paper checks using the Service, including the quality of the scanned image results generated from the hardware. Hardware utilized must be certified for use with the Services in order to be deemed compatible with the Services.

j. Third-Party Processing Services. AMS' third-party processing services partners are providing some of the Services, and as a result, these third-party services partners shall be an intended third-party beneficiary of this Agreement. Each third-party services partner shall have the right to enforce directly against Merchant, the terms of this Agreement which relate to the provision of the third-party services partner's processing services to Merchant and the ownership and protection of the intellectual property rights of the third-party services partner and its licensors in and to its processing services. Merchant acknowledges that the third-party services partner shall have no responsibility or liability with regard to AMS' obligations to Merchant under this Agreement.

## 20. MISCELLANEOUS PROVISIONS.

a. You shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and ISO. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. ISO and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without your consent.

b. This Agreement may be modified by Member Bank to comply with any amendments or additions to the Payment Brand Regulations or as required by applicable law or regulation upon thirty (30) days prior written notice to you.

c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

d. In order to maintain quality service, Member Bank or ISO may monitor or record your telephone communications.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.

g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

h. If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.

i. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.

j. You shall be liable for all taxes, except Member Bank and ISO's income taxes, required to be paid or collected as a result of this Agreement.

k. All of your obligations, warranties and liabilities incurred or existing as of the date of termination of this Agreement, including without limitation, your obligations with respect to subsequent Fees, Third-Party Costs for which you are responsible hereunder, Penalties or Dispute Items based upon Card transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to you, or to debit any of your Account(s), shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

l. No other person or entity may be deemed a third-party beneficiary of this Agreement.

**Disclosure Page**  
*(Processor Copy)*

**Member Bank Information**

Name: Merrick Bank, a Utah state chartered bank  
Address: 135 Crossways Park Drive North, Suite A,  
Woodbury, NY 11797  
Phone: (800)267-2256

**Important Member Bank Responsibilities**

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

**Merchant Information**

Merchant Name: City of Lake Worth Beach  
Merchant Address: 7 North Dixie Highway  
Lake Worth Beach, FL 33460  
Merchant Phone: (561) 586-1600

**Important Merchant Responsibilities**

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

\_\_\_\_\_  
**Merchant's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Merchant's Printed Name & Title**

## Disclosure Page (Merchant Copy)

### Member Bank Information

Name: Merrick Bank, a Utah state chartered bank  
Address: 135 Crossways Park Drive North, Suite A,  
Woodbury, NY 11797  
Phone: (800)267-2256

### Important Member Bank Responsibilities

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### Merchant Information

Merchant Name: City of Lake Worth Beach  
Merchant Address: 7 North Dixie Highway  
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3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

\_\_\_\_\_  
**Merchant's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Merchant's Printed Name & Title**

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific Instructions on page 2.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>OR</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# AMS - MERRICK LOCATION ADDENDUM

<b>PRIMARY MERCHANT INFORMATION:</b>		Location No: <u>1</u>	Date: _____
Legal Name: <u>City of Lake Worth Beach</u>			Bank Chain: <u>203912</u>
Main Contact: <u>Therese Howell-Poitier</u>	Title: <u>Administrative Office Manager</u>	Merchant Number: <u>317730302935</u> <small>(Assigned Upon Approval)</small>	

<b>LOCATION INFORMATION:</b>		Sales Rep : <u>Nancy Murphy 1030</u>	
DBA: <u>LWB Building Permits Web</u>	Statement DBA (23 Chr.): <u>LWB Building Permit WEB</u>	SIC: <u>9399</u>	
Location Address: <u>1900 2nd Avenue North</u>	City: <u>Lake Worth Beach</u>	ST: <u>FL</u>	Zip: <u>33461</u>
Mailing Address: <u>1900 2nd Avenue North</u>	City: <u>Lake Worth Beach</u>	ST: <u>FL</u>	Zip: <u>33461</u>
Customer Service Phone Number: <u>(561) 586-1644</u>	Phone #: <u>(561) 586-1634</u>	Fax #: <u>(561) 586-1750</u>	
Main Contact: <u>William Waters</u>	Title: <u>Director</u>	Email: <u>wwaters@lakeworthbeachfl.gov</u>	
Avg Ticket: <u>\$150.00</u>	Max: _____	Monthly Vol: <u>\$50,000.00</u>	Swipe % <u>0</u> Keyed % <u>0</u> MOTO % <u>0</u> Internet % <u>100</u>
Merchant Products or Services Offered (be specific): <u>Permits</u>			
Terminal / Payment Application: <u>Click2Gov</u>		Version: _____	
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? _____ (if yes, provide the following)			
Servicer / Payment App. Manufacturer: _____ / <u>CentralSquare Technologies</u>		Phone: _____	
American Express (10 Digits): _____		American Express Annual Volume: _____	
Program: Service Fees: Account Name: <u>AMS*Service Fee</u> MID: <u>730302976</u> Rate: <u>2.85% Service Fee with a \$2.00 minimum per transaction</u>			

<b>SITE INFORMATION:</b>	
Merchant Type: <u>Internet Website</u>	
Building Type: <u>Office Building</u>	Area Zoned: <u>Commercial</u> Square Footage: <u>2501 - 5000</u> Merchant: <u>Owns</u>
Landlord: _____	Contact: _____ Phone: _____
Fulfillment Co. _____	Contact: _____ Phone: _____
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Inspected By: _____ Date: _____	

<b>MOTO - ECOMMERCE QUESTIONNAIRE</b>		<i>Complete if Processing Less Than 70 % Card Present</i>	
Sell To: Business: <u>70</u> % Public: <u>30</u> % <u>Locally</u>		Does the Merchant Own Product/Inventory? <u>YES</u>	
Marketing: _____		Are Products Stored at the Business Location? <u>YES</u> If No, Where? _____	
Orders Processed by: <u>Merchant</u>		<b>If Processing Internet Transactions (Please Complete The Following)</b>	
Cards Processed by: <u>Merchant</u>		Internet transactions encrypted by SSL or Better? <u>YES</u>	
When is the cardholder Charged? <u>Time of Order</u>		Digital Certificate Utilized? <u>YES</u> Exp Date: _____	
How many days to fulfill orders? <u>1 - 7 Days</u>		Certificate Number: _____	
Shipped by: <u>Merchant</u>		Certificate Issuer: _____ Individual	
Products Shipped by: <u>U.P.S.</u>		URL: <u>https://lakeworthbeachfl.gov</u>	
Delivery Receipt Requested? <u>NO</u>			

<b>DDA BANK ACCOUNT INFORMATION:</b>			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type: <u>C K</u>	ACH Deposit Routing/Transit # <u>063100277</u>	ACH Deposit Account Number <u>898102769862</u>	Bank Name: <u>Bank of America</u>
Account Type: <u>C K</u>	ACH Fees Routing/Transit # <u>063100277</u>	ACH Fees Account Number <u>898102769862</u>	Contact: _____ Phone: _____

Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).  
**NOTE: Attach Voided Check**

The Merchant agrees to abide by the terms & conditions contained in the Merchant Processing Agreement signed on \_\_\_\_\_, provided, however, that the term of the Merchant Processing Agreement relating to the above-referenced Additional Location shall be for the same length of time as the initial Term (defined in the Merchant Processing Agreement), and such Initial Term for the Additional Location shall commence on the date signed by Officer/Owner, indicated below.

Printed Officer/Owner Name	Signature	Title	Date

# AMS - MERRICK LOCATION ADDENDUM

<b>PRIMARY MERCHANT INFORMATION:</b>		Location No: <u>2</u>	Date: _____
Legal Name: <u>City of Lake Worth Beach</u>			Bank Chain: <u>203912</u>
Main Contact: <u>Therese Howell-Poitier</u>	Title: <u>Administrative Office</u>	Merchant Number: <u>317730302943</u>	<small>(Assigned Upon Approval)</small>

<b>LOCATION INFORMATION:</b>		Sales Rep : <u>Nancy Murphy 1030</u>	
DBA: <u>LWB Business License Web</u>	Statement DBA (23 Chr.): <u>LWB Business License WE</u>	SIC: <u>9399</u>	
Location Address: <u>1900 2nd Avenue North</u>	City: <u>Lake Worth Beach</u>	ST: <u>FL</u>	Zip: <u>33461</u>
Mailing Address: <u>1900 2nd Avenue North</u>	City: <u>Lake Worth Beach</u>	ST: <u>FL</u>	Zip: <u>33461</u>
Customer Service Phone Number: <u>(561) 586-1644</u>	Phone #: <u>(561) 586-1644</u>	Fax #: <u>(561) 586-1750</u>	
Main Contact: <u>William Waters</u>	Title: <u>Director</u>	Email: <u>wwaters@lakeworthbeachfl.gov</u>	
Avg Ticket: <u>\$100.00</u>	Max: _____	Monthly Vol: <u>\$30,000.00</u>	Swipe % <u>0</u> Keyed % <u>0</u> MOTO % <u>0</u> Internet % <u>100</u>
Merchant Products or Services Offered (be specific): <u>Business License</u>			
Terminal / Payment Application: <u>Click2Gov</u>		Version: <u>Version 9.1.20.1.0</u>	
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? _____ (if yes, provide the following)			
Servicer / Payment App. Manufacturer: _____ / <u>CentralSquare Technologies</u>		Phone: _____	
American Express (10 Digits): _____		American Express Annual Volume: _____	
Program: Service Fees: Account Name: <u>AMS*Service Fee</u> MID: <u>730302984</u> Rate: <u>2.85% Service Fee with a \$2.00 minimum per transaction</u>			

<b>SITE INFORMATION:</b>	
Merchant Type: <u>Internet Website</u>	
Building Type: <u>Office Building</u>	Area Zoned: <u>Commercial</u> Square Footage: <u>2501 - 5000</u> Merchant: <u>Owns</u>
Landlord: _____	Contact: _____ Phone: _____
Fulfillment Co. _____	Contact: _____ Phone: _____
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Inspected By: _____ Date: _____	

<b>MOTO - ECOMMERCE QUESTIONNAIRE</b>		<i>Complete if Processing Less Than 70 % Card Present</i>	
Sell To: Business: <u>50</u> % Public: <u>50</u> % Locally _____	Does the Merchant Own Product/Inventory? <u>YES</u>		
Marketing: _____	Are Products Stored at the Business Location? <u>YES</u> If No, Where? _____		
Orders Processed by: <u>Merchant</u>	<b>If Processing Internet Transactions (Please Complete The Following)</b>		
Cards Processed by: <u>Merchant</u>	Internet transactions encrypted by SSL or Better? <u>YES</u>		
When is the cardholder Charged? <u>Time of Order</u>	Digital Certificate Utilized? <u>YES</u> Exp Date: _____		
How many days to fulfill orders? <u>1 - 7 Days</u>	Certificate Number: _____		
Shipped by: <u>Merchant</u>	Certificate Issuer: _____ Individual		
Products Shipped by: <u>U.P.S.</u>	URL: <u>https://lakeworthbeachfl.gov</u>		
Delivery Receipt Requested? <u>NO</u>			

<b>DDA BANK ACCOUNT INFORMATION:</b>			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type: <u>C K</u>	ACH Deposit Routing/Transit # <u>063100277</u>	ACH Deposit Account Number <u>898102769862</u>	Bank Name: <u>Bank of America</u>
Account Type: <u>C K</u>	ACH Fees Routing/Transit # <u>063100277</u>	ACH Fees Account Number <u>898102769862</u>	Contact: _____ Phone: _____
Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement). <b>NOTE: Attach Voided Check</b>			

The Merchant agrees to abide by the terms & conditions contained in the Merchant Processing Agreement signed on _____, provided, however, that the term of the Merchant Processing Agreement relating to the above-referenced Additional Location shall be for the same length of time as the initial Term (defined in the Merchant Processing Agreement), and such Initial Term for the Additional Location shall commence on the date signed by Officer/Owner, indicated below.			
_____ Printed Officer/Owner Name	_____ Signature	_____ Title	_____ Date

# AMS - MERRICK LOCATION ADDENDUM

<b>PRIMARY MERCHANT INFORMATION:</b>		Location No: _____	Date: _____
Legal Name: _____	City of Lake Worth Beach	Bank Chain: _____	203912
Main Contact: _____	Therese Howell-Poitier	Title: _____	Administrative Office
Merchant Number: _____	317730302950	<small>(Assigned Upon Approval)</small>	

<b>LOCATION INFORMATION:</b>		Sales Rep :Nancy Murphy 1030	
DBA: _____	LWB Code Compliance WEB	Statement DBA (23 Chr.): _____	LWB Code Compliance WEB
SIC: _____	9399	City: _____	Lake Worth Beach
Location Address: _____	1900 2nd Avenue North Flamingo Park	ST: _____	FL
Zip: _____	33461	City: _____	Lake Worth Beach
Mailing Address: _____	1900 2nd Avenue North Flamingo Park	ST: _____	FL
Zip: _____	33461	Phone #: _____	(561) 586-1787
Customer Service Phone Number: _____	(561) 586-1687	Fax #: _____	(561) 586-1750
Main Contact: _____	William Waters	Title: _____	Director
Email: _____	wwaters@lakeworthbeachfl.gov		
Avg Ticket: _____	\$1,000.00	Max: _____	Monthly Vol: _____
Swipe % _____	0	Keyed % _____	0
MOTO % _____	0	Internet % _____	100
Merchant Products or Services Offered (be specific): _____	Code Compliance		
Terminal / Payment Application: _____	Click2Gov	Version: _____	Version 9.1.20.1.0
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? _____	(if yes, provide the following)		
Servicer / Payment App. Manufacturer: _____	/ CentralSquare Technologies		
Phone: _____	_____		
American Express (10 Digits): _____	American Express Annual Volume: _____		
Program: Service Fees: Account Name: _____	AMS*Service Fee	MID: _____	730302992
Rate: _____	2.85% Service Fee with a \$2.00 minimum per transaction		

<b>SITE INFORMATION:</b>	
Merchant Type: _____	Internet Website
Building Type: _____	Office Building
Area Zoned: _____	Commercial
Square Footage: _____	2501 - 5000
Merchant: _____	Owns
Landlord: _____	Contact: _____
Phone: _____	_____
Fulfillment Co. _____	Contact: _____
Phone: _____	_____
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Inspected By: _____
Date: _____	_____

<b>MOTO – ECOMMERCE QUESTIONNAIRE</b>		<i>Complete if Processing Less Than 70 % Card Present</i>	
Sell To: Business: _____ %	50	Public: _____ %	50
Locally _____	_____		
Marketing: _____	_____		
Orders Processed by: _____	Merchant		
Cards Processed by: _____	Merchant		
When is the cardholder Charged? _____	Time of Order		
How many days to fulfill orders? _____	1 - 7 Days		
Shipped by: _____	Merchant		
Products Shipped by: _____	U.P.S.		
Delivery Receipt Requested? _____	NO		
Does the Merchant Own Product/Inventory? _____	YES		
Are Products Stored at the Business Location? _____	YES		
If No, Where? _____	_____		
<b>If Processing Internet Transactions (Please Complete The Following)</b>			
Internet transactions encrypted by SSL or Better? _____	YES		
Digital Certificate Utilized? _____	YES		
Exp Date: _____	_____		
Certificate Number: _____	_____		
Certificate Issuer: _____	Individual		
URL: _____	https://lakeworthbeachfl.gov		

<b>DDA BANK ACCOUNT INFORMATION:</b>			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type: _____	ACH Deposit Routing/Transit # _____	ACH Deposit Account Number _____	Bank Name: _____
C K	0 6 3 1 0 0 2 7 7	8 9 8 1 0 2 7 6 9 8 6 2	Bank of America
Account Type: _____	ACH Fees Routing/Transit # _____	ACH Fees Account Number _____	Contact: _____
C K	0 6 3 1 0 0 2 7 7	8 9 8 1 0 2 7 6 9 8 6 2	Phone: _____
Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement). <p style="text-align: center; color: red; margin-top: 5px;"><b>NOTE: Attach Voided Check</b></p>			

The Merchant agrees to abide by the terms & conditions contained in the Merchant Processing Agreement signed on _____, provided, however, that the term of the Merchant Processing Agreement relating to the above-referenced Additional Location shall be for the same length of time as the initial Term (defined in the Merchant Processing Agreement), and such Initial Term for the Additional Location shall commence on the date signed by Officer/Owner, indicated below.			
_____	_____	_____	_____
Printed Officer/Owner Name	Signature	Title	Date

# AMS - MERRICK LOCATION ADDENDUM

<b>PRIMARY MERCHANT INFORMATION:</b>		Location No: <u>4</u>	Date: _____
Legal Name: <u>City of Lake Worth Beach</u>			Bank Chain: <u>203912</u>
Main Contact: <u>Therese Howell-Poitier</u>	Title: <u>Administrative Office Manager</u>	Merchant Number: <u>317730302968</u> <small>(Assigned Upon Approval)</small>	

<b>LOCATION INFORMATION:</b>		Sales Rep : <u>Nancy Murphy 1030</u>	
DBA: <u>LWB PZ&amp;HP WEB</u>	Statement DBA (23 Chr.): <u>LWB PZ&amp;HP WEB</u>	SIC: <u>9399</u>	
Location Address: <u>1900 2nd Avenue North</u>	City: <u>Lake Worth Beach</u>	ST: <u>FL</u>	Zip: <u>33461</u>
Mailing Address: <u>1900 2nd Avenue North</u>	City: <u>Lake Worth Beach</u>	ST: <u>FL</u>	Zip: <u>33461</u>
Customer Service Phone Number: <u>(561) 586-1687</u>	Phone #: <u>(561) 586-1687</u>	Fax #: <u>(561) 586-1750</u>	
Main Contact: <u>William Waters</u>	Title: <u>Director</u>	Email: <u>wwaters@lakeworthbeachfl.gov</u>	
Avg Ticket: <u>\$150.00</u>	Max: _____	Monthly Vol: <u>\$7,500.00</u>	Swipe % <u>0</u> Keyed % <u>0</u> MOTO % <u>0</u> Internet % <u>100</u>
Merchant Products or Services Offered (be specific): <u>Planning, Zoning and Historic Preservation</u>			
Terminal / Payment Application: <u>Click2Gov</u>		Version: <u>Version 9.1.20.1.0</u>	
Does Merchant Use Independent Servicer (store, maintain, or transmits cardholder data)? _____ (if yes, provide the following)			
Servicer / Payment App. Manufacturer: _____ / <u>CentralSquare Technologies</u>		Phone: _____	
American Express (10 Digits): _____		American Express Annual Volume: _____	
Program: Service Fees: Account Name: <u>AMS*Service Fee</u> MID: <u>730303008</u> Rate: <u>2.85% Service Fee with a \$2.00 minimum per transaction</u>			

<b>SITE INFORMATION:</b>	
Merchant Type: <u>Internet Website</u>	
Building Type: <u>Office Building</u>	Area Zoned: <u>Commercial</u> Square Footage: <u>2501 - 5000</u> Merchant: <u>Owns</u>
Landlord: _____	Contact: _____   Phone: _____
Fulfillment Co. _____	Contact: _____   Phone: _____
This Location is Open for Business: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   Inspected By: _____   Date: _____	

<b>MOTO - ECOMMERCE QUESTIONNAIRE</b>		<i>Complete if Processing Less Than 70 % Card Present</i>	
Sell To: Business: <u>50</u> %   Public: <u>50</u> %   Locally _____	Does the Merchant Own Product/Inventory? <u>YES</u>		
Marketing: _____	Are Products Stored at the Business Location? <u>YES</u> If No, Where? _____		
Orders Processed by: <u>Merchant</u>	<b>If Processing Internet Transactions</b> (Please Complete The Following)		
Cards Processed by: <u>Merchant</u>	Internet transactions encrypted by SSL or Better? <u>YES</u>		
When is the cardholder Charged? <u>Time of Order</u>	Digital Certificate Utilized? <u>YES</u> Exp Date: _____		
How many days to fulfill orders? <u>1 - 7 Days</u>	Certificate Number: _____		
Shipped by: <u>Merchant</u>	Certificate Issuer: _____   Individual		
Products Shipped by: <u>U.P.S.</u>	URL: <u>https://lakeworthbeachfl.gov</u>		
Delivery Receipt Requested? <u>NO</u>			

<b>DDA BANK ACCOUNT INFORMATION:</b>			
This area should be completed for Added/Subsequent locations with DDA other than main location. Please Include a Voided Check. If this is a "Deposit Only" account then a letter from the Financial Institution verifying Transit and Routing Number and DDA# is required.			
Account Type: <u>C K</u>	ACH Deposit Routing/Transit # <u>063100277</u>	ACH Deposit Account Number <u>898102769862</u>	Bank Name: <u>Bank of America</u>
Account Type: <u>C K</u>	ACH Fees Routing/Transit # <u>063100277</u>	ACH Fees Account Number <u>898102769862</u>	Contact: _____   Phone: _____

Merchant hereby authorizes Merrick and Automated Merchant Systems, Inc. to initiate credit and/or debit entries for amounts originating under the Merchant Processing Agreement (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account (as defined in the Merchant Processing Agreement).

**NOTE: Attach Voided Check**

The Merchant agrees to abide by the terms & conditions contained in the Merchant Processing Agreement signed on \_\_\_\_\_, provided, however, that the term of the Merchant Processing Agreement relating to the above-referenced Additional Location shall be for the same length of time as the initial Term (defined in the Merchant Processing Agreement), and such Initial Term for the Additional Location shall commence on the date signed by Officer/Owner, indicated below.

Printed Officer/Owner Name	Signature	Title	Date
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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

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

**SUMMARY:**

Golden Road Apartments is a 230-unit multi-family project being proposed by WGI on behalf of Prospect Real Estate Group, LLC. The subject site is comprised of seven parcels totaling 6.39 acres located on the northwest corner of Boutwell Road and 10th Avenue North as depicted in Exhibit A of the ordinance. The subject project is located outside of the CRA's boundaries.

The Applicant, WGI on behalf of Prospect Real Estate Group, LLC., is requesting approval of the following:

- 1.) Residential Planned Development to construct a 230-unit multifamily development.
- 2.) Development of Significant Impact to construct a residential development in excess of 100 units.
- 3.) Major Site Plan for the development of a new multifamily development greater than 7,500 square feet.
- 4.) Conditional Use Permit to establish a residential master plan greater than 7,500 square feet.
- 5.) Sustainable Bonus Incentive Program for an additional density, intensity and height.

If approved, the City's official zoning map will also be amended to reflect the establishment of the residential planned development.

**BACKGROUND AND JUSTIFICATION:**

The new proposed development, also referred to as Golden Road Apartments, consists of five residential buildings and a clubhouse/mailroom building. The project proposes a total of 230 multi-family units. Of the 230 units, 104 units will be one-bedroom units, 117 units will be two-bedroom units, and nine units will be three-bedroom units that will be constructed in one phase.

The applicant held a meeting with adjacent property owners on February 25, 2021. As a result of that meeting, the applicant agreed to provide a wall along a portion of the north and northeast property lines in lieu of a fence. The applicant notified staff of the agreement on February 26, 2021 via email. On March 3, 2021, the Planning and Zoning Board (PZB) recommended the project be approved by the City Commission with conditions outlined in Exhibit C of the ordinance (6-1 vote). These conditions of approval included the wall in lieu of the fence as requested by adjacent property owners. There was no public comment at the March 3<sup>rd</sup> meeting and there were no requests for affected party status associated with this project prior to the meeting.

The applicant submitted revised plans on March 18, 2021 to address specific conditions of approval that needed to be addressed prior to the first City Commission hearing. The revised plans are included in the attachments and were reviewed by staff for consistency with the conditions of approval and the City's Code of Ordinances.

**MOTION:**

Move to approve/disapprove Ordinance No. 2021-02 on first reading and to schedule the second reading and public hearing for April 20, 2021.

**ATTACHMENT(S):**

Ordinance 2021-02

PZB Staff Report

Zoning Map

Development Plans

Supplemental Supporting Documents

Site Photos

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

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

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

WHEREAS, Prospect Real Estate Group, LLC (the applicant), has petitioned the City of Lake Worth Beach (the City) for creation of a Residential Planned Development District to allow for the approval of a 230-unit multi-family development on a site located at the northwest corner of 10<sup>th</sup> Avenue North and Boutwell Road (PCNs 38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; and 38-43-44-20-01-004-0010) as further described in Exhibit A (the Property) within the MU-W Zoning District and the MU-W Future Land Use designation, and if approved, shall constitute an amendment to the City’s official zoning map; and

WHEREAS, the Applicant requests use of the City’s Sustainable Bonus Incentive Program to allow for additional height and density to be considered in conjunction with the Applicant’s request for approval for a major site plan for the construction of a

48 residential planned development currently known as “Golden Road Apartments” that will  
49 contain 230 dwelling units to be constructed on this site;

50  
51 WHEREAS, on March 3, 2021, the Lake Worth Beach Planning and Zoning Board  
52 (P&Z Board) considered the subject application for a Residential Planned Development  
53 District, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and  
54 Sustainable Bonus Incentive Program and recommended that the City Commission  
55 approve the creation of this residential planned development district; and

56  
57 WHEREAS, the City Commission has considered all of the testimony and evidence  
58 and has determined that the Residential Planned Development District, Development of  
59 Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus  
60 Incentive Program, including the development regulations and conditions, meets the  
61 requirements of the Land Development Regulations, Section 23.3.25.

62  
63 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**  
64 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

65  
66 Section 1. Recitals. The foregoing recitals are true and correct and are hereby  
67 affirmed and ratified.

68  
69 Section 2. The Residential Planned Development District located within the MU-W  
70 Zoning District with a future land use designation of MU-W, as described more particularly  
71 in **Exhibit A**, is hereby approved. This approval includes the approval of the following  
72 elements to be known as the Master Development Plan: (a) Residential Planned  
73 Development (b) Development of Significant Impact (c) Major Site Plan (d) Sustainable  
74 Bonus Incentive Program (e) Conditional Use Permit; (f) district development standards  
75 **(Exhibit B)** (g) conditions of approval **(Exhibit C)**; (h) required plans including the site  
76 plan, architectural plan, landscape plan, and civil & drainage plans dated 3/17/2021; (i)  
77 supplemental supporting documents, as well as all agreements, provisions and/or  
78 covenants which shall govern the use, maintenance, and continued protection of the  
79 residential planned development and any of its common areas or facilities. The applicant  
80 is bound to all elements and requirements of the Master Development Plan.

81  
82 Section 3. The City’s zoning maps shall be updated to reflect the changes to the  
83 property described in **Exhibit A**.

84  
85 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict  
86 herewith are hereby repealed to the extent of such conflict.

87  
88 Section 5. Severability. If any provision of this ordinance or the application thereof is  
89 held invalid by a court of competent jurisdiction, the invalidity shall not affect other  
90 provisions of the ordinance which can be given effect without the invalid provision or  
91 application, and to this end the provisions of this ordinance are declared severable.

92  
93 Section 6. Effective Date. This ordinance shall become effective ten (10) days after  
94 its final passage.

96 The passage of this ordinance on first reading was moved by \_\_\_\_\_,  
97 seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:  
98

- 99 Mayor Betty Resch
- 100 Commissioner Sarah Malega
- 101 Commissioner Christopher McVoy
- 102 Commissioner Kimberly Stokes
- 103 Commissioner Herman Robinson

104  
105 The Mayor thereupon declared this ordinance duly passed on first reading on the  
106 6<sup>th</sup> day of April, 2021.  
107

108  
109 The passage of this ordinance on second reading was moved by  
110 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote,  
111 the vote was as follows:  
112

- 113 Mayor Betty Resch
- 114 Commissioner Sarah Malega
- 115 Commissioner Christopher McVoy
- 116 Commissioner Kimberly Stokes
- 117 Commissioner Herman Robinson

118  
119  
120 The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of  
121 \_\_\_\_\_, 2021.  
122

123 LAKE WORTH BEACH CITY COMMISSION

124  
125  
126 By: \_\_\_\_\_  
127 Betty Resch, Mayor

128 ATTEST:

129  
130  
131 \_\_\_\_\_  
132 Deborah M. Andrea, CMC, City Clerk  
133

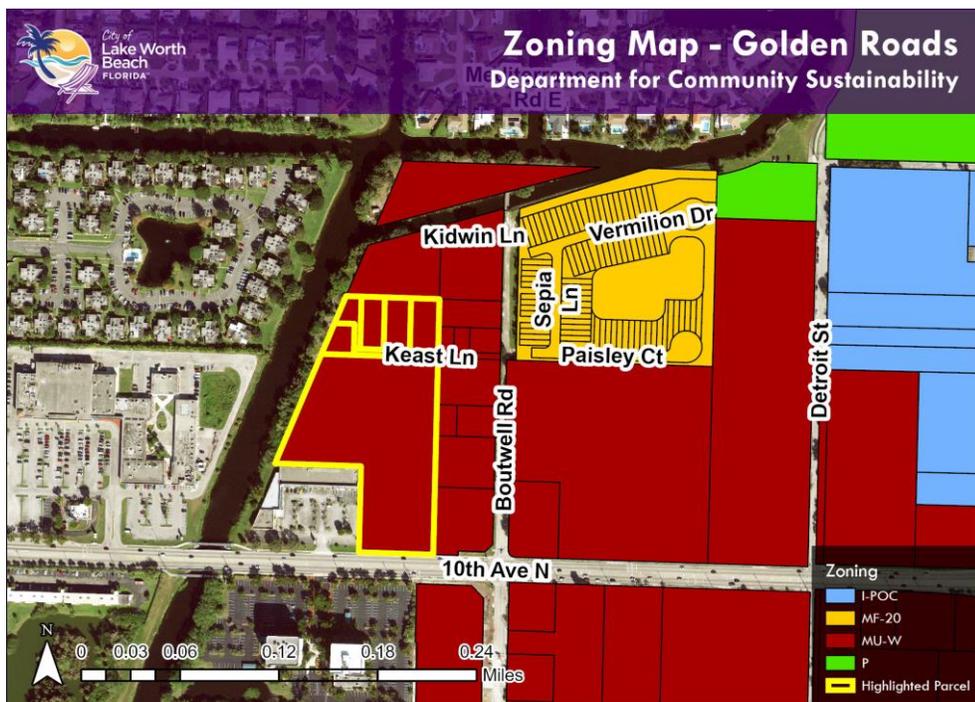
### Exhibit A

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION**  
**PROPERTY DESCRIPTION FOR PZB CASE No. 20-01400047**

The subject site is comprised of seven parcels totaling 6.39 acres. The site is located west of the 10<sup>th</sup> Avenue North and Boutwell Road intersection and is currently vacant. The subject properties PCNs are 38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; and 38-43-44-20-01-004-0010. A zoning map of the subject site is provided below.

**PROPERTY DESCRIPTION:**

<b>Applicant</b>	Yoan Machado of WGI
<b>Owner</b>	Lake Worth Investment Group, LLC
<b>General Location</b>	West of the 10 <sup>th</sup> Avenue North and Boutwell Road intersection
<b>Existing PCN Numbers</b>	38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; 38-43-44-20-01-004-0010
<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)



location

**Exhibit B****DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION  
DEVELOPMENT STANDARDS FOR PZB CASE No. 20-01400047**

Development Standard		Base Zoning District	Residential Planned Development with Sustainable Bonus Incentive Program (SBIP)	Provided
Lot Size (min) In square feet (sf)		5,000 sf	Greater or equal to 217,800 sf (5 acres)	278,340 sf (6.39 acres)
Lot Width (min)		50'	50'	230'
Setbacks	Front (min)	20'	20'	28'
	Rear (min)	15'	15'	18'
	Side (min)	10'	10'	20'
Impermeable Surface Coverage (maximum)		65%	65%	61%
Structure Coverage (max)		50%	50%	21%
Pervious Landscaped Area in Front Yard (min)		900 sf	900sf	3,216 sf
Living Area (min)		1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 665 sf 2-bed: 881 sf 3-bed: 1,171 sf
Parking		379	379	379
Density (max)		30 du/acre (191 units)	37.5 du/acre (239 units)	36 du/acre (230 units)
Building Height (max)		30 feet	81.25 feet	Bldg I – 34'8" Bldg II – 34'8" Bldg III – 52' Bldg III Hybrid – 54' Clubhouse – 24'4"
Floor Area Ratio (FAR) (max)		1.30	2.25	0.74

## Exhibit C

### DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION CONDITIONS OF APPROVAL FOR PZB CASE No. 20-01400047

#### PB County Fire:

- 135 1. Fire department access shall be no less than 20 feet.  
136

#### Electric Utilities:

- 137 1. Prior to the issuance of a building permit, the following actions shall be completed:  
138 a. Provide the voltage requirements of the existing six buildings proposed on the site and indicate  
139 whether they will be single-phase or three-phase. Buildings "A" and "C" must be three-phase  
140 since a single-phase transformer cannot handle the load of the proposed five-story buildings.  
141 b. Indicate whether other services will be needed for the project such as irrigation, lift station,  
142 lighting, gates, etc. and where these services will be.  
143 c. Identify the location for the padmount transformers and the meter centers for each building.  
144 The transformer locations must be accessible to our vehicles, and must have 8-ft minimum  
145 clearance in the front of them and three-foot minimum clearance on the sides and rear, including  
146 landscaping.  
147 d. Provide the load calculations for all buildings, the electrical riser diagrams for all buildings, and  
148 the construction plans showing the water, sewer, drainage, paving, landscaping, and lighting for  
149 the project.  
150 2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:  
151 a. Provide a 10-foot wide utility easement for all of the electric lines, transformers and other  
152 equipment that will need to be installed to provide power to this project.  
153 b. The customer will be responsible for installing all schedule-40 gray conduit that will be needed by  
154 Lake Worth Beach for this project for its primary cable. This conduit must be installed at a 42"  
155 minimum depth. Pad specs will be given to the customer to show the proper orientation of  
156 conduit at the padmount transformers.  
157  
158

#### Community Services Landscaping:

- 159 1. Prior to the issuance of a building permit, the following actions shall be completed:  
160 a. The private lift station shall be screened by shrubs and/or opaque fencing or walls. Show the  
161 required screening on plans.  
162  
163

#### Planning and Zoning:

- 164 1. Prior to the issuance of a building permit, the following actions shall be completed:  
165 a. The light tone shall be changed from 4000 K to 3000 K. The photometric plan submitted with the  
166 building permit package shall reflect this change.  
167 b. All traffic requirements outlined in the Palm Beach County Traffic Division's TPS letter shall be  
168 completed.  
169 c. Per LDR Section 23.4-4(e)(3)(B), the required landscape screening shall be labeled on the site  
170 plan in front of the portion of chain link fencing that is visible from 10<sup>th</sup> Avenue North. Said  
171 landscaping shall be maintained at a minimum height of 24 inches. Chain link gates visible from  
172 the right of way are not permitted.  
173 d. Note on the landscape plans that shrubs planted in landscape areas between parking and  
174 vehicular use areas with chain link fencing shall have a minimum planting depth of 24 inches at  
175 installation and shall be maintained at no less than 4 feet in height to provide a continuous  
176

- 177 landscape screen. This shall not apply to areas with an opaque fence that provides full  
 178 screening of the parking and vehicular use area.
- 179 2. Prior to a Certificate of Occupancy, the following actions shall be completed:
- 180 a. The project site shall be separately recorded if unified through a unity of title process. A  
 181 recorded unity of title form or plat shall be provided to the City.
- 182 b. Per LDR Section 23.4-4(e)(1)(C), the portion of fencing along the east property line that is  
 183 adjacent to Keast Lane shall be setback 30 inches with a landscape screen installed that is  
 184 maintained at a minimum height of 24 inches.
- 185 c. As depicted on the site plan, a wall not to exceed six feet in height shall be installed along the  
 186 north property line and along the portion of the east property line from the northeast corner of  
 187 the lot to the northern edge of Keast Lane.
- 188 3. All signage shall be applied for on a separate building permit and shall comply with LDR Section 23.5-1,  
 189 Signage.
- 190 4. All ground level mechanical equipment shall be continuously screened with shrub hedging or opaque  
 191 fencing or walls.
- 192 5. Per the site plan, the development proposes 61,675 square feet of semi-pervious surface to meet the  
 193 maximum impermeable surface requirement. Therefore, prior to the issuance of a building permit,  
 194 documentation shall be provided to staff showing the percolation rate of the semi-pervious paving  
 195 material to ensure that has a percolation rate that is at least 50% rate to the ground percolation rate.  
 196 Also include a paver maintenance plan to ensure that it will maintain its permeability over time.
- 197 a. Note that if the semi-pervious material is converted to impervious surface area at any time, the  
 198 project would exceed the code's maximum impermeable surface coverage allowance and thus,  
 199 the Applicant would need to apply for a Planned Development amendment.

#### 200 **Urban Design:**

- 202 1. Prior to the issuance of a building permit, the applicant shall apply for a Minor Site Plan amendment to  
 203 update the fenestration on the south façade of Building Type III – Hybrid.
- 204 a. The western portion of the main front elevation along 10<sup>th</sup> Avenue North still resembles an end  
 205 of a building with too much solid versus fenestration. Work with staff through the Minor Site  
 206 Plan amendment process to improve the vertical mass of the building.
- 207 2. Prior to the issuance of a Certificate of Occupancy, the building elevation shall be updated to reflect the  
 208 changes approved under the Minor Site Plan amendment.

#### 209 **Public Works:**

- 211 1. Prior to the issuance of a building permit, the following actions shall be completed:
- 212 a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department  
 213 and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a  
 214 building permit, the applicant shall contact the South Florida Water Management District's  
 215 (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
- 216 b. The applicant shall ensure that the dumpster enclosure meets the specifications of the Public  
 217 Services Department.
- 218 c. The applicant shall complete the right of way permit from Palm Beach County for the  
 219 construction of improvements on 10<sup>th</sup> Avenue North.
- 220 d. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance  
 221 practices.
- 222 2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:

- 223 a. The applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway,  
224 sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping,  
225 striping, signage, and other improvements are in the same condition as prior to construction  
226 b. The applicant shall fine grade and sod all disturbed areas with bahia sod.  
227 c. The applicant shall broom sweep all areas of the affected right of way and remove of all silt and  
228 debris collected as a result of construction activity.  
229 3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all  
230 other applicable standards including but not limited to the Florida Department of Transportation (FDOT),  
231 Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction  
232 Standards and Policy and Procedure Manual.  
233

234 **Utilities Water & Sewer:**

- 235 1. Prior to the issuance of a building permit, the following actions shall be completed:  
236 a. Paving/Grading/Drainage:  
237 i. The master drainage plan (including phase II) shall address management of stormwater runoff  
238 in the green spaces surrounding the apartments as well as the secondary access road. This  
239 shall be supported with signed and sealed Drainage Calculations including statement  
240 regarding floodplain management provisions for water quality and quantity shall be provided  
241 to the City.  
242 ii. The City's drainage policy is that project site must contain the 3-yr 1-hour storm event on site,  
243 this equates to 2.6" of rainfall. Other regulating agency policy's still apply and the design  
244 must meet the most stringent of these requirements.  
245 iii. The final grading plan shall include cross sections from the paved area/buildings to the end of  
246 property boundary for each property line and each cross section change.  
247 b. Water and Sewer:  
248 i. The watermain & forcemain tie-in locations must be designed and coordinated with the  
249 future pipeline extensions planned in 10<sup>th</sup> Ave N.  
250 ii. Water Utilities must be centered or arrange in a dedicated utility easement. Minimum size of  
251 dedicated easements is 15-foot.  
252 iii. The utility plan and the proposed landscaping shall pair well with the underground utility  
253 infrastructure as well as underground storage. There are locations where gumbo limbo trees  
254 are proposed in a tree island that is shared with fire hydrant, due to the root structure of this  
255 tree it is not recommended. Fire lines and water service line shall be well planned to avoid  
256 interaction with growing root systems.  
257 c. Provide copies of the required SFWMD and LWDD permits  
258 d. Reserved capacity fees for water and sewer shall be paid in full per phase plan.

259 **Lake Worth Drainage District (LWDD):**

- 260 1. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:  
261 a. The property owner shall install rip-rap rubble along the entire length of the project along the  
262 LWDD's E-4 Canal.



DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
Planning Zoning Historic Preservation Division  
1900 2<sup>ND</sup> Avenue North  
Lake Worth Beach, FL 33461  
561-586-1687

DATE: February 24, 2021  
TO: Members of the Planning and Zoning Board  
FROM: Alexis Rosenberg, Senior Community Planner and Andrew Meyer, Senior Community Planner  
THRU: William Waters, AIA, NCARB, LEED, AP BD+C, ID, SEED, Director for Community Sustainability  
MEETING: March 3, 2021

SUBJECT: **PZB Project Number 20-01400047:** A request by WGI, an engineering and land development firm, on behalf of Prospect Real Estate Group, LLC for consideration of a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program to allow the construction of 230-unit multi-family development at the northwest corner of 10<sup>th</sup> Avenue North and Boutwell Road, within the Mixed Use – West (MU-W) zoning district. The subject properties PCNs are 38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; and 38-43-44-20-01-004-0010.

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#### **PROJECT DESCRIPTION:**

The Applicant, WGI on behalf of Prospect Real Estate Group, LLC., is requesting approval of the following:

- 1.) **Residential Planned Development** to construct a 230-unit multifamily development.
- 2.) **Development of Significant Impact** to construct a residential development in excess of 100 units.
- 3.) **Major Site Plan** for the development of a new multifamily development in excess of 7,500 square feet.
- 4.) **Conditional Use Permit** to establish a residential master plan greater than 7,500 square feet.
- 5.) **Sustainable Bonus Incentive Program** for an additional density, intensity and height.

The subject site is comprised of seven parcels totaling 6.39 acres. The site is located west of the 10<sup>th</sup> Avenue North and Boutwell Road intersection and is currently vacant. The site was previously approved for a Major Site Plan and Sustainable Bonus Incentive Program, known as Golden Roads, which consisted 189 multi-family apartments. The new proposed development, also referred to as Golden Roads, consists of five residential buildings and clubhouse/mailroom building. The project proposes a total of 230 multi-family units. Of the 230 units, 104 units will be one-bedroom units, 117 units will be two-bedroom units, and nine units will be three-bedroom units.

There are 379 parking spaces provided on site with a portion of the parking side-loaded to the south building and the remaining parking spaces are located interior to the site. Of the 379 parking spaces, 280 spaces will be standard spaces, 82 spaces will be compact spaces, and 13 spaces will be provided in the form of bicycle racks. Additionally, the development proposes electric vehicle charging stations that will service 15 spaces.

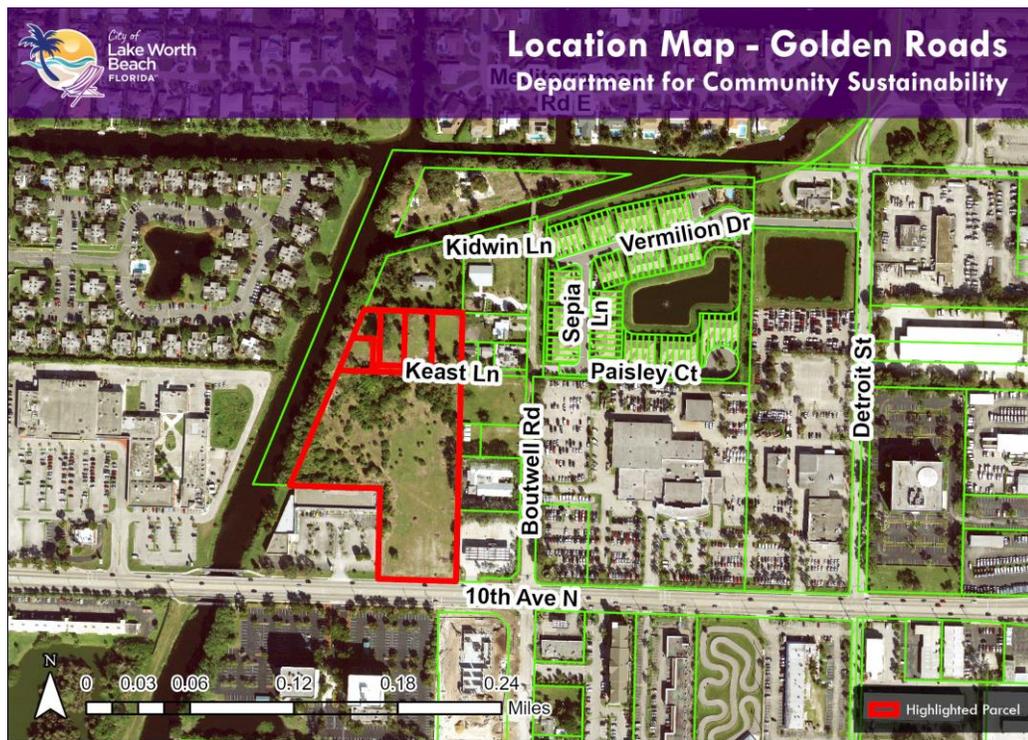
**Staff Recommendation:**

Staff has reviewed the documentation and materials provided by the applicant for consistency with applicable guidelines and standards found in the City of Lake Worth Zoning Code and Comprehensive Plan. The proposed development meets the criteria of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board approve the Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program with conditions of approval to the City Commission.

**PROPERTY DESCRIPTION:**

<b>Applicant</b>	Yoan Machado of WGI
<b>Owner</b>	Lake Worth Investment Group, LLC
<b>General Location</b>	West of the 10 <sup>th</sup> Avenue North and Boutwell Road intersection
<b>Existing PCN Numbers</b>	38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; 38-43-44-20-01-004-0010
<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)

**LOCATION MAP:**



**BACKGROUND:**

The project site is located west of the 10<sup>th</sup> Avenue North and Boutwell Road intersection. Based on Palm Beach Property Appraiser's records and City records, all seven parcels have remained vacant and do not have any active business licensees linked to the site. Additionally, a search performed on February 10, 2021 indicated that there are no open code compliance violations linked to the properties.

**ANALYSIS:****Consistency with the Comprehensive Plan and Strategic Plan**

The subject site has a Future Land Use (FLU) designation of Mixed Use – West (MU-W). Per Policy 1.1.1.6, the MU-W FLU is intended to provide for a mixture of residential, office, service, and commercial retail uses within specific areas west of I-95. The preferred mix of uses area-wide is 75% residential and 25% non-residential. The proposed residential development is a high-density residential use in this district where there is a significant amount of existing non-residential uses. The addition of these units and would further the policy objective of increasing residential development within the zoning district. Therefore, the proposal is consistent with the intent of the MU-W FLU.

The City's Strategic Plan focuses on fostering safer neighborhoods, encouraging community pride, building a vibrant and diverse economy, planning for the future, and enhancing the natural, historic, and cultural environment of the City. Pillar II.A, and Pillar II.B of the Strategic Plan state that the City shall diversify housing options and continue crime reduction and prevention in achieving a safe, livable and friendly community. Golden Roads proposes a multi-family residential development that is consistent with Pillar II.A and Pillar II.B. Further, the proposal is consistent with Pillar IV.A of the Strategic Plan which states that the City shall achieve economic and financial sustainability through a versatile and stable tax base.

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

**Consistency with the City's Land Development Regulations**

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

**Mixed Use – West (MU-W):** Per LDR Section 23.3-18(a), the MU-W zoning district is intended to provide for the establishment and expansion of office and commercial uses, including moderate intensity and higher intensity commercial, hotel/motel, and medium-density multi-family residential development along the City's western thoroughfares. The proposed residential development is consistent with the intent of the MU-W district.

The table below shows the proposed site features and its compliance with the Code, factoring in the Sustainable Bonus incentives, Planned Development incentives, and the Comprehensive Plan maximums:

Development Standard	Base Zoning District	Residential Planned Development with Sustainable Bonus Incentive Program (SBIP)	Provided
Lot Size (min) In square feet (sf)	5,000 sf	Greater or equal to 217,800 sf (5 acres)	278,340 sf (6.39 acres)
Lot Width (min)	50'	50'	230'
Setbacks	Front (min)	20'	28'
	Rear (min)	15'	18'
	Side (min)	10'	20'
Impermeable Surface Coverage (maximum)	65%	65%	61%
Structure Coverage (max)	50%	50%	21%
Pervious Landscaped Area in Front Yard (min)	900 sf	900sf	3,216 sf
Living Area (min)	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 665 sf 2-bed: 881 sf 3-bed: 1,171 sf
Parking	379	379	379
Density (max)	30 du/acre (191 units)	37.5 du/acre (239 units)	36 du/acre (230 units)
Building Height (max)	30 feet	81.25 feet	Bldg I – 34'8" Bldg II – 34'8" Bldg III – 52' Bldg III Hybrid – 54' Clubhouse – 24'4"
Floor Area Ratio (FAR) (max)	1.30	2.25	0.74

**Landscaping:** The development proposal has been reviewed for landscaping and complies with the City's landscape regulations in LDR Section 23.6-1. The site provides perimeter landscaping and as well as landscaping internal to the site. Staff has conditioned that all ground-level mechanical equipment be properly screened with landscaping and all monument signs be landscaped at the base of the sign. The landscape plan can be viewed in Attachment B.

**Signage:** This application is proposing one monument sign on the south end of the site facing 10<sup>th</sup> Avenue North. A condition of approval has been created stating that all proposed signage shall be applied for on a city building permit and shall comply with the sign code, LDR Section 23.5-1.

**Lighting:** The applicant has not submitted a photometric plan. Therefore, staff has conditioned the applicant to provide a photometric plan at least 14 days prior to the first City Commission hearing showing the location and dimensions of all exterior lighting to be installed on the site. Note that all lighting fixtures shall be compatible with the architectural style of the building and all lighting shall be shielded so as to not trespass upon

neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. Further, all lighting shall comply with lighting code regulations in LDR Section 23.4-3. If using LED lighting, a warm light tone not to exceed 3000 K is required and all fixtures shall be dark skies compliant.

**Density:** The base zoning district allows a maximum density of 30 units per acre. Based on Policy 1.2.3.4(3) of the City's Comprehensive Plan, residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 30 units per acre plus 25% equals a maximum density of 37.5 units per acre (239 units). The proposed residential planned development proposes a density of 36 units per acre (230 units) which is less than the maximum density allowed on this property.

**Height:** The base zoning district allows a maximum building height of 30 feet. Per LDR Section 23.3-18(c)(2)(B), blocks fronting 10<sup>th</sup> Avenue North may obtain an additional 35 feet in height under the City's Sustainable Bonus Incentive Program. Additionally, Policy 1.2.3.4(3) of the City's Comprehensive Plan states that residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 30 feet plus 35 feet plus 25% equals a maximum height of 81.25 feet. The highest building height proposed for this project is 54 feet which is less than the maximum allowed building height for this property.

**Floor Area Ratio (FAR):** The base zoning district allows a maximum FAR of 1.30. Per LDR Section 23.3-18(c)(7)(D), an additional 0.5 of FAR shall be granted under the City's Sustainable Bonus Incentive Program. Additionally, Policy 1.2.3.4(3) of the City's Comprehensive Plan states that residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 1.30 plus 0.5 plus 25% equals a maximum allowed FAR of 2.25. The project proposes a total FAR of 0.74 which is less than the maximum allowed FAR for this property.

**Impermeable Surface Coverage:** The project as proposed complies with the City's maximum impermeable surface allowance of 65%. The site plan proposes approximately 137,293 square feet of impervious surface area and 61,675 square feet of semi-pervious surface area. Per LDR Section 23.1-12, two square feet of semi-pervious surface shall be equivalent to one square foot of impervious surface for the purpose of calculating development regulations. Therefore, of the 61,675 square feet of semi-pervious surface area, 30,837 square feet counts towards impermeable surface coverage resulting in a total impermeable surface area of 168,130 square feet (61%).

**Major Thoroughfare Design Guidelines / Urban Design:** The project generally complies with the City's Major Thoroughfare Design Guidelines. The Development Review Official has recommended the following action to further enhance the buildings' architecture, which has been include as a staff recommended condition of approval:

- Add glazing/fenestration to the front façade of the west side of Building Type III – Hybrid as the plans currently show the façade as a large expanse of blank wall above the second floor.

**Waivers Requested:**

The application is not requesting any deviations from the Code as part of this request.

**Residential Urban Planned Development:**

The intent of this section is to encourage, through incentives, the use of innovative land planning and development techniques to create more desirable and attractive development in the City. Incentives include but are not limited to:

1. Relaxing or waiving of height, setback, lot dimensions, and lot area requirements;
2. Allowing an increase in density or a decrease in minimum living area per dwelling unit; and
3. Permitting uses or a mixture of uses not normally permitted in the underlying zoning district.

The proposed project is a residential planned development for the construction of 230 multi-family units. The criteria below lists the requirements of all residential planned developments.

**Section 23.3-25(c) – Residential Planned Development District**

1. *Location.* RPDs may be created in any residential district.

**Staff Analysis:** The proposed subject site is located within the MU-W zoning district. Per LDR Section 23.3-18(b), multi-family residential uses may be established subject to the provisions of LDR Section 23.3-11, Medium Density Multi-Family Residential (MF-30). Because the MF-30 zoning district is a residential district, the application complies with this criterion. **Meets Criterion.**

2. *Minimum area required.* The minimum area required for a residential planned development district west of I-95 shall be 5 acres.

**Staff Analysis:** This residential planned development will be situated on a lot of 6.39 acres, which is over the required minimum area. **Meets Criterion.**

3. *Permitted uses.* Within any residential planned development, any use permitted in the underlying zoning district is permitted.

**Staff Analysis:** The project will be solely residential, containing 230 multi-family units. Per the City's Use Table, LDR Section 23.3-6, multi-family is permitted by right in the MU-W zoning district. **Meets Criterion.**

4. *Required setbacks.* Required setbacks shall be as provided in these LDRs for the zoning district in which the planned development is to be located.

**Staff Analysis:** The project complies with the minimum required setbacks of the base zoning district, MU-W. **Meets Criterion.**

5. *Parking and loading space requirements.* Parking and loading spaces for all uses within a residential planned development district shall be provided as required. No off-street parking shall be located within a required setback area.

**Staff Analysis:** The proposed project has not requested to waive or reduce any of the requirements associated with parking. However, parking is located within the required side setback area of 10 feet. In lieu of the side setback of 10 feet, the applicant is proposing to provide a 6ft fence with a 5 ft landscape buffer with trees along the property line. Staff has proposed an additional landscape related condition of approval to ensure adequate screening of the parking areas.

6. *Landscaping.* Landscaping, tree protection, screening and buffering shall be provided as required by section 23.6-1. However, additional landscaping, screening, and buffering may be required to provide additional privacy and protection for residents within a planned development district and adjacent property owners.

**Staff Analysis:** Landscape screening and buffering are provided along the perimeter of the site to meet the landscape buffering requirements. The project proposes a 10-foot landscape buffer along 10<sup>th</sup> Avenue North and a five-foot landscape buffer around the perimeter subject site. A meandering path is also provided along 10<sup>th</sup> Avenue North providing additional buffering along the public right of way. **Meets Criterion.**

7. *Signs.* Signs may be erected pursuant to the provisions in Section 23.5-1.

**Staff Analysis:** This application is proposing one monument sign on the south end of the site facing 10<sup>th</sup> Avenue North. A condition of approval has been created stating that all proposed signage shall be applied for on a city building permit and shall comply with the sign code, LDR Section 23.5-1. **Meets Criterion.**

**Development of Significant Impact (DSI):**

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

Per LDR Section 23.2-35, a proposed DSI and any amendments to an approved DSI shall be reviewed and approved in accordance with the procedures and requirements for a Conditional Use Permit except that the City Commission shall be the decision maker and not the Planning and Zoning Board or the Historic Resources Preservation Board. The Conditional Use Permit criteria is outlined in the conditional use analysis within this report on page 10.

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

A master site plan is required in conjunction with a residential planned development. The review criteria below is intended to promote safety and minimize negative impacts of development on its neighbors by establishing qualitative requirements for the arrangements of buildings, structures, parking areas, landscaping and other site improvements.

**Section 23.2-31(c): Qualitative Development Standards**

1. *Harmonious and efficient organization.* All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The site shall be developed so as to not impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.

**Staff Analysis:** The Applicant states that the site is designed harmoniously and provides a residential use along a corridor that is a majority non-residential, thus providing the residential mix that the MU-W district anticipates. The Applicant also states that the modern contemporary architecture style is harmonious with nearby modern style redevelopment such as the Woodsprings Suites Hotel and the Wyndham Hotel. **Meets Criterion.**

2. *Preservation of natural conditions.* The natural (refer to landscape code, Article 6 of these LDRs) landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal and by such other site planning approaches as are appropriate. Terrain and vegetation shall not be disturbed in a manner likely to significantly increase either wind or water erosion within or adjacent to a development site. Natural detention areas and other means of natural vegetative filtration of stormwater runoff shall be used to minimize ground and surface water pollution, particularly adjacent to major waterbodies as specified in Part II, Chapter 12, Health and Sanitation, Article VIII, Fertilizer Friendly Use Regulations. Fertilizer/pesticide conditions may be attached to

development adjacent to waterbodies. Marinas shall be permitted only in water with a mean low tide depth of four (4) feet or more.

**Staff Analysis:** The Applicant states that the site will not be disturbed in such a manner as to significantly increase either wind or water erosion on or adjacent to the subject site. Further, the site will be managing drainage on-site. **Meets Criterion.**

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

**Staff Analysis:** Landscape screening and buffering are provided along the perimeter of the site to meet the landscape buffering requirements. The project proposes a 10-foot landscape buffer along 10<sup>th</sup> Avenue North and a five-foot landscape buffer around the perimeter subject site. A meandering path is also provided along 10<sup>th</sup> Avenue North providing additional buffering along the public right of way. **Meets Criterion**

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

**Staff Analysis:** The proposed development staggers the building orientation of each building and locates a majority of the residential buildings in the center of the site to promote privacy for its residents. As mentioned above, the site also provides landscape buffering around the perimeter of the property. **Meets Criterion.**

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

**Staff Analysis:** Emergency access is provided to all buildings. There is also secondary emergency access provided at the southeast portion of the site. **Meets Criterion.**

6. *Access to public ways.* All buildings, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.

**Staff Analysis:** Pedestrian pathways are provided on the site separate from the vehicular circulation to assist in safe and efficient circulation. Further, the site plan proposes a meandering path along 10<sup>th</sup> Avenue North that connects to the sidewalk along 10<sup>th</sup> Avenue North to the pedestrian pathways internal to the site. **Meets Criterion.**

7. *Pedestrian circulation.* There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.

**Staff Analysis:** As stated above, the site provides safe pedestrian circulation interior to the site. **Meets Criterion.**

8. *Design of ingress and egress drives.* The location, size and numbers of ingress and egress drives to the site will be arranged to minimize the negative impacts on public and private ways and on adjacent private property.

Merging and turnout lanes traffic dividers shall be provided where they would significantly improve safety for vehicles and pedestrians.

**Staff Analysis:** As stated, vehicular access to the site is provided off of 10<sup>th</sup> Avenue North. A security gate is located about 210 feet into the property. While the applicant attempted to gain an access point from Keast Lane to the northeast, Keast Lane is privately-owned right-of-way and the owner was not willing to allow an access point to the site from Keast Lane. **Meets Criterion.**

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

**Staff Analysis:** The site plan shows that the site's vehicular and pedestrian circulation connects to the existing street pattern and pedestrian walkways. **Meets Criterion.**

10. *Design of on-site public right-of-way.* On-site public street and rights-of-way shall be designed for maximum efficiency. They shall occupy no more land than is required to provide access, nor shall they unnecessarily fragment development into small blocks. Large developments containing extensive public rights-of-way shall have said rights-of-way arranged in a hierarchy with local streets providing direct access to parcels and other streets providing no or limited direct access to parcels.

**Staff Analysis:** There are no on-site public rights-of-way. The application includes a 15 foot right-of-way dedication along 10<sup>th</sup> Avenue North for future road-widening projects. **Meets Criterion.**

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

**Staff Analysis:** Landscape buffers are provided along the front of the property to screen the parking area from 10<sup>th</sup> Avenue North. Additionally, landscape buffers are proposed around the perimeter of the property to provide screening from the parking areas that are not already screened by buildings. **Meets Criterion.**

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

**Staff Analysis:** The site plan proposes the dumpster on the west side of the property enclosed by an opaque wall. This application has been conditioned so that prior to the issuance of a building permit, the Applicant shall ensure that all dumpster and refuse areas are screened with opaque fencing or walls that comply with LDR Section 23.4-4 and provide an exterior landscape screen of shrub hedging or other continuous decorative landscaping that is a minimum height of 24 inches at installation and shall be maintained at no less than  $\frac{3}{4}$  of the total height of the enclosure. **Meets Criterion as Conditioned.**

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

**Staff Analysis:** The proposed project will revitalize the vacant site, constructing 230 multi-family units, and further add to the City's tax base. **Meets Criterion.**

14. *Transitional development.* Where the property being developed is located on the edge of the zoning district, the site plan shall be designed to provide for a harmonious transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, rhythm of openings and character. Consideration shall be given to a harmonious transition in height and design style so that the change in zoning districts is not accentuated. Additional consideration shall be given to complementary setbacks between the existing and proposed development.

**Staff Analysis:** The subject site is within the MU-W zoning district and surrounded by MU-W zoned properties to the north, east, and south. To the west is the E-4 Keller Canal and a commercial plaza located in Unincorporated Palm Beach County. The project proposes a development that is consistent with the MU-W zoning district and the development incentives in the City's Comprehensive Plan. **Meets Criterion.**

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

**Staff Analysis:** With future development in mind, the proposed development meets the intent of the MU-W zoning district and is consistent with intent of the MU-W future land use designation. **Meets Criterion.**

**Section 23.2-31(l): Community Appearance Criteria**

1. The plan for the proposed structure or project is in conformity with good taste, good design, and in general contributes to the image of the city as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

**Staff Analysis:** Staff has reviewed the application and determined that the proposal complies with the Major Thoroughfare Design Guidelines and is in conformity with good taste, good design, and contributes to the image of the City. **Meets Criterion.**

2. The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

**Staff Analysis:** The application has been reviewed by the City's Site Plan Review Team (SPRT) and has been determined to not be of inferior quality that would cause harm to the nature of the local environment or materially depreciate in appearance and value. **Meets Criterion.**

3. The proposed structure or project is in harmony with the proposed developments in the general area, with code requirements pertaining to site plan, signage and landscaping, and the comprehensive plan for the city, and with the criteria set forth herein.

**Staff Analysis:** The proposal is consistent with the City's Comprehensive Plan and Strategic Plan, the City's LDRs and Major Thoroughfare Design Guidelines. The Applicant states that the site is designed harmoniously and provides a residential use along a corridor that is a majority non-residential, thus providing the residential mix that the MU-W district anticipates. The Applicant also states that the modern contemporary architecture style is harmonious with nearby modern style redevelopment such as the Woodsprings Suites Hotel and the Wyndham Hotel. **Meets Criterion.**

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

**Staff Analysis:** The project’s compliance with the community appearance and conditional use criteria is detailed below. **Meets Criterion.**

**Conditional Use Permit:**

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

**Section 23.2-29(d): General findings relating to harmony with LDRs and protection of public interest**

The proposed project is consistent with the general findings relating to harmony with the LDRs and protection of public interest, as follows:

1. The conditional use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the future land use element, are most likely to occur in the immediate area where located.

**Staff Analysis:** The site contains a zoning designation of MU-W. Based on the intent of the MU-W zoning district, uses most likely to occur in the district are office and commercial uses, including moderate intensity and higher intensity commercial, hotel/motel, and medium-density multi-family residential development along the City’s western thoroughfares. The proposed residential development is consistent with the intent of the MU-W district. Therefore, the proposed residential planned development is compatible and harmonious with the existing and anticipated surrounding uses. **Meets Criterion.**

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

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

Direction	Future Land Use	Zoning District	Current Use
North (adjacent)	MU -W	MU -W	Single-family residence
South (across 10 <sup>th</sup> Ave N)	MU -W	MU -W	Under construction – Future Wyndham Hotel
East (adjacent)	MU -W	MU -W	Vacant lots, office, and gas station
West (adjacent)	N/A	General Commercial (GC) – Unincorporated PBC	E-4 Keller Canal and a commercial plaza

Per the Palm Beach County Property Appraiser, the site is surrounded by a mixture of commercial and residential uses. To the north of the site is a single-family residence, and to the east are a mixture of vacant lots, office space, and a gas station. To the south of the site, across 10<sup>th</sup> Avenue North, is the future site of the Wyndham Hotel which is currently under construction. To the west, is the E-4 Keller Canal and a commercial plaza that is

located in Unincorporated Palm Beach County. The proposed use of multi-family residential has been found to be consistent with the surrounding commercial and residential uses. **Meets Criterion.**

3. The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the Property for some use permitted by right or some other conditional use permitted on the Property.

**Staff Analysis:** The approval of this conditional use will bring more residents to the City and contribute to the City's tax base. Therefore, the development is not anticipated to result in less public benefit than a use permitted by right. **Meets Criterion.**

4. The conditional use exactly as proposed will not result in more intensive development in advance of when such development is approved by the future land use element of the comprehensive plan.

**Staff Analysis:** Based on the table on pages four, the project proposes a density, height, and floor area ratio (FAR) that is less than the maximum development potential the code allows on this lot. Therefore, the project is not anticipated to be a more intensive development than what the Comprehensive Plan anticipates. **Meets Criterion.**

**Section 23.2-29(e): Specific standards for all conditional uses**

1. The proposed conditional use will not generate traffic volumes or movements, which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.

**Staff Analysis:** Based on the Palm Beach County Traffic Concurrency Letter, the Palm Beach County Traffic Division has determined that the proposal meets the Traffic Performance Standards of Palm Beach County. The conditions imposed by the Palm Beach County Traffic Division have been satisfied based on the site plan. Additionally, per the Florida Department of Transportation's Trip Generation Table, 8<sup>th</sup> Edition, a 230-unit apartment complex is anticipated to generate 143 PM peak trips. Multi-family residential has a lower trip generation rate than single-family residential, which is a by right use. A project with 150-single-family homes would generate 152 PM peak trips. Therefore, the proposal is anticipated to generate less trips than a use permitted by right. The Applicant's Traffic Study can be viewed in Attachment C. **Meets Criterion.**

2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets.

**Staff Analysis:** Per the Palm Beach County Traffic Concurrency Letter, the Palm Beach County Traffic Division has determined that the proposal meets the Traffic Performance Standards of Palm Beach County. Therefore, the traffic generated from the proposed development is not anticipated to generate a significant amount of through traffic on local streets than would result from a development permitted by right. **Meets Criterion.**

3. The proposed conditional use will not produce significant air pollution emissions, to a level compatible with that which would result from a development permitted by right.

**Staff Analysis:** Staff does not anticipate the proposed 230-unit multi-family development to produce significant air pollution emissions that are greater than that of a development permitted by right. The proposed residential use does not pose a pollution hazard to the nearby properties. **Meets Criterion.**

4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

**Staff Analysis:** The proposal includes a 15-foot right of way dedication for future road-widening projects. However, the project is not anticipated to cause a higher net public cost or earlier incursion of public cost than what would result from a development permitted by right. **Meets Criterion.**

5. The proposed conditional use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

**Staff Analysis:** The applicant will be utilizing existing City utility lines. No adverse impact to infrastructure or public utilities is anticipated to occur as a result of this request. **Meets Criterion.**

6. The proposed conditional use will not place a demand on municipal police or fire protection service beyond the capacity of those services.

**Staff Analysis:** The proposed development is not anticipated to place a demand on municipal police or fire protection service beyond the capacity of those services. In attempt to reduce the crime potential at this location, the Applicant has proposed perimeter security fencing with a vehicular gate placed about 210 feet into the property which will prevent the stacking of automobiles in the public right of way. **Meets Criterion.**

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

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

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

The requested use is for a 230-unit multi-family residential project. The use is not anticipated to cause unreasonable noise during the hours listed above. Therefore, the multi-family residential project is anticipated to generate noise levels that are compliant with Section 15.24. **Meets Criterion.**

8. The proposed conditional use will not generate light or glare which encroaches onto any adjacent property in excess of that allowed in Section 23.4-3, Exterior lighting.

**Staff Analysis:** The Applicant has not submitted a photometric plan. Therefore, staff has conditioned the Applicant to provide a photometric plan at least 14 days prior to the first City Commission hearing showing the location and dimensions of all exterior lighting to be installed on the site. Note that all lighting fixtures shall be

compatible with the architectural style of the building and all lighting shall be shielded so as to not trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. Further, all lighting shall comply with lighting code regulations in LDR Section 23.4-3. If using LED lighting, a warm light tone not to exceed 3000 K is required and all fixtures shall be dark skies compliant. **Meets Criterion as Conditioned.**

### **Sustainable Bonus Incentive Program**

The proposal includes a Sustainable Bonus Incentive Program to obtain additional height and additional density from the base zoning district, MU-W. Per Policy 1.2.3.4(3) of the City's Comprehensive Plan, residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 30 units per acre plus 25% equals a maximum density of 37.5 units per acre (239 units). The proposed residential planned development proposes a density of 36 units per acre (230 units) which is 39 units greater than what the base zoning district allows. The Sustainable Bonus value is \$10 per square foot of additional density. Because the average unit size is 949.6 square feet, the total required Sustainable Bonus value for this project is \$494,750 (949.6 sf x 39 units x \$10). Based on the Applicant's Sustainable Bonus Spreadsheet in Attachment C, the Applicant will obtain Florida Green Building Certification for all proposed buildings prior to the issuance of a Certificate of Occupancy. Florida Green Building Certification counts towards 50% of the total Sustainable Bonus value (\$247.375). The remaining \$247.375 in sustainable features are being met through a 15-foot right of way dedication, a public sidewalk along 10<sup>th</sup> Avenue North, on-site amenities including a pool and deck area, fitness room, cabana, tot lot, and a dog park, and lastly, a school bus shelter is being provided on site along 10<sup>th</sup> Avenue North. As mentioned, a detailed break-down of the Sustainable Bonus features are outlined in the spreadsheet in Attachment C.

### **Public Support/Opposition:**

Staff has not received any letters of support or opposition.

### **CONCLUSION:**

The proposed request for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program is consistent with the purpose, intent and requirements of the Comprehensive Plan, underlying zoning district, and surrounding areas, subject to compliance with staff's proposed conditions of approval. Therefore, staff recommends that the Board recommend approval of the proposed request with the conditions below:

#### **PB County Fire:**

1. Fire department access shall be no less than 20 feet.

#### **Electric Utilities:**

1. Prior to the issuance of a building permit, the following actions shall be completed:
  - a. Provide the voltage requirements of the existing six buildings proposed on the site and indicate whether they will be single-phase or three-phase. Buildings "A" and "C" must be three-phase since a single-phase transformer cannot handle the load of the proposed five-story buildings.
  - b. Indicate whether other services will be needed for the project such as irrigation, lift station, lighting, gates, etc. and where these services will be.
  - c. Identify the location for the padmount transformers and the meter centers for each building. The transformer locations must be accessible to our vehicles, and must have 8-ft minimum

- clearance in the front of them and three-foot minimum clearance on the sides and rear, including landscaping.
- d. Provide the load calculations for all buildings, the electrical riser diagrams for all buildings, and the construction plans showing the water, sewer, drainage, paving, landscaping, and lighting for the project.
2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
    - a. Provide a 10-foot wide utility easement for all of the electric lines, transformers and other equipment that will need to be installed to provide power to this project.
    - b. The customer will be responsible for installing all schedule-40 gray conduit that will be needed by Lake Worth Beach for this project for its primary cable. This conduit must be installed at a 42" minimum depth. Pad specs will be given to the customer to show the proper orientation of conduit at the padmount transformers.

#### **Community Services Landscaping:**

1. Conditions of approval that must be met at least 14 days prior to the first City Commission hearing:
  - a. Show all ground level mechanical equipment such as A/C Condensers on landscape plans. All ground level mechanical equipment including private lift stations must be screened by shrubs and/or opaque fencing or walls. Show the required screening on plans.
  - b. Landscape is required at the base of the entrance sign. Show this on the landscape plan or provide a separate sign plan which shows the required landscape.
  - c. The dumpster enclosure shall be screened with landscaping in a manner consistent with the code requirements.
  - d. Shrubs located in landscape areas between parking and vehicular use areas and a chain link fence shall be maintained a minimum of height of no less than 4 ft to provide screening of parking and vehicle use areas from adjacent properties.

#### **Planning and Zoning:**

1. Conditions of approval that must be met at least 14 days prior to the first City Commission hearing:
  - a. A complete signed and sealed plan set shall be submitted to the City's Planning and Zoning Division at least 14 days prior to the first City Commission reading. Said plans shall be revised to depict the following:
    - i. Show the location and screening method of all mechanical equipment, including AC equipment, on the site plan. Per LDR Sec. 23.6-1(c)(3)(h), all ground level mechanical equipment shall be screened with shrub hedging or opaque fencing or walls. Chain link or other similar type open fencing shall not be permitted. If the mechanical equipment will be located on the roof, provide a roof diagram with the mechanical equipment location labeled. Note that per LDR Section 23.4-21(1), all roof-mounted equipment visible. Materials used for screening purposes shall be compatible with the architectural style, color, and materials of the principal building from adjacent property or an adjacent street shall be screened from view. The minimum height of such screening shall be equal to the highest point of the systems/equipment.
    - ii. Per LDR Section 23.4-4(e)(1)(C), along side and rear property lines adjacent to roadways, fencing shall be setback a minimum of 30 inches and require a landscape screen that shall be maintained at a minimum height of 24 inches. Therefore, the portion of fencing along the east property line that is adjacent to Keast Lane shall be setback 30 inches with

- the required landscape screening. Show the new fence placement and screening on the revised plan set.
- iii. Per LDR Section 23.4-4(e)(3)(B), chain link fencing visible from all rights of way shall have a landscape screen of shrub hedging or other continuous decorative landscaping on the side of the fence facing the public right-of-way that is a minimum height of 24 inches at installation and shall be maintained at no less than 3/4 of the total height of the fence. Therefore, the portion of chain link fencing that is visible from 10<sup>th</sup> Avenue North shall have the required landscape screening. Show said landscaping on the revised plan set.
  - iv. Note on the landscape plans that shrubs planted in landscape areas between parking and vehicular use areas with chain link fencing shall have a minimum planting depth of 24 inches at installation and shall be maintained at no less than 4 feet in height to provide a continuous landscape screen. This shall not apply to areas with an opaque fence that provides full screening of the parking and vehicular use area.
  - v. Identify a designated ride share parking space or drop-off/pick-up area outside of the gate.
  - vi. The landscape plan shall be updated to address the landscape comments and the required screening of the dumpster and refuse. These areas are required to be screened with opaque fencing or walls with an exterior landscape screen of shrub hedging or other continuous decorative landscaping that is a minimum height of 24 inches at installation and shall be maintained at no less than ¾ of the total height of the enclosure.
  - vii. Provide a photometric plan showing the location and dimensions of all exterior lighting to be installed on the site. Note that all lighting fixtures shall be compatible with the architectural style of the building and all lighting shall be shielded so as to not trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. Further, all lighting shall comply with lighting code regulations in LDR Section 23.4-3. If using LED lighting, a warm light tone not to exceed 3000 K is required and all fixtures shall be dark skies compliant.
- b. Provide a statement indicating how package and mail delivery will function on the property. Staff may require the parking area for package and mail delivery services to be identified on the site plan if needed for clarity. Currently, a clubhouse/mailroom is identified on the site plan within the gate. Another mail facility is identified on the first floor of the building outside gate on the architectural plans, but not the site plan.
2. Prior to the issuance of a building permit, the following actions shall be completed:
    - a. All traffic requirements outlined in the Palm Beach County Traffic Division's TPS letter shall be completed.
  3. Prior to a Certificate of Occupancy, the following actions shall be completed:
    - a. The project site shall be replatted in accordance with the procedures and regulations outlined in LDR Section 23.5-2. All platting shall be finalized prior to construction. Note that per LDR Section 23.3-5(h)(4)(D), *"if a zoning change is involved, certification from the department for community sustainability shall be furnished to the city clerk indicating that the change requested has been approved and is in effect, and that the size of lots and other features shown on the plat conform to all zoning requirements. Signing of the final plat by the city clerk shall constitute such certification."*
    - b. An application to replat the property is shall be submitted to the City's Planning and Zoning Division.

4. All signage shall be applied for on a separate building permit and shall comply with LDR Section 23.5-1, Signage.
5. Per the site plan, the development proposes 61,675 square feet of semi-pervious surface to meet the maximum impermeable surface requirement. Therefore, prior to the issuance of a building permit, documentation shall be provided to staff showing the percolation rate of the semi-pervious paving material to ensure that has a percolation rate that is at least 50% rate to the ground percolation rate. Also include a paver maintenance plan to ensure that it will maintain its permeability over time.
  - a. Note that if the semi-pervious material is converted to impervious surface area at any time, the project would exceed the code's maximum impermeable surface coverage allowance and thus, the Applicant would need to apply for a Planned Development amendment.

**Urban Design:**

1. Conditions of approval that must be met at least 14 days prior to the first City Commission hearing:
  - a. Front main building - Building Type III-H – the floor plans of the residential units on the west side of the structure do not match the colored elevations or the renderings. The colored elevations and renderings show a large slider and a smaller accent window. The floor plans only show what are likely two smaller accent windows. The plans should be updated for consistency and clarity.
  - b. The front façade on the west side of the Building Type III-H remains a large expanse of blank wall above the second floor, additional fenestration is required. Plans should be updated for consistency with this condition.

**Public Works:**

1. Prior to the issuance of a building permit, the following actions shall be completed:
  - a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a building permit, the applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
  - b. The applicant shall ensure that the dumpster enclosure meets the specifications of the Public Services Department.
  - c. The applicant shall complete the right of way permit from Palm Beach County for the construction of improvements on 10<sup>th</sup> Avenue North.
  - d. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
  - a. The applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements are in the same condition as prior to construction
  - b. The applicant shall fine grade and sod all disturbed areas with bahia sod.
  - c. The applicant shall broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.

**Utilities Water & Sewer:**

1. Conditions of approval that must be met at least 14 days prior to the first City Commission reading:
  - a. Paving/Grading/Drainage:
    - i. The drainage plan shall address management of stormwater runoff in the green spaces surrounding the apartments. This shall be supported with signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.
    - ii. The City's drainage policy is that project site must contain the 3-yr 1-hour storm event on site, this equates to 2.6" of rainfall. Other regulating agency policy's still apply and the design must meet the most stringent of these requirements.
    - iii. The final grading plan shall include cross sections from the paved area/buildings to the end of property boundary for each property line and each cross section change.
  - b. Water and Sewer:
    - i. The watermain & forcemain tie-in locations must be designed and coordinated with the future pipeline extensions planned in 10<sup>th</sup> Ave N.
    - ii. Water Utilities must be centered or arrange in a dedicated utility easement. Minimum size of dedicated easements is 15-foot.
    - iii. The utility plan and the proposed landscaping shall pair well with the underground utility infrastructure as well as underground storage. There are locations where gumbo limbo trees are proposed in a tree island that is shared with fire hydrant, due to the root structure of this tree it is not recommended. Fire lines and water service line shall be well planned to avoid interaction with growing root systems.
2. Prior to the issuance of a building permit, the following actions shall be completed:
  - a. Provide copies of the required SFWMD and LWDD permits
  - b. Reserved capacity fees for water and sewer shall be paid in full per phase plan.

**Lake Worth Drainage District (LWDD):**

1. Prior to submitting a LWDD permit, and prior to the issuance of a city building permit, the following actions shall be completed:
  - a. The outfall connection into the E-4 Canal shall be constructed and stabilized with rip-rap rubble for 25 feet on the center of the RCP outfall pipe. The depiction of the rip-rap rubble indicates 20 feet. Revise to 25 feet on the Civil Engineering Plans.
  - b. The canal bank shall be stabilized with rip-rap rubble for the length of the project. Show rip-rap rubble detail along the length of the project.
  - c. All other requirements from the LWDD shall be met.

**Board Actions:**

I MOVE TO RECOMMEND APPROVAL OF PZB PROJECT NUMBER 20-01400047 with staff recommended **conditions** for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program to construct a 230-unit multifamily development at the subject site. The project meets the applicable criteria based on the data and analysis in the staff report.

I MOVE TO RECOMMEND DENIAL OF PZB PROJECT NUMBER 20-01400047 for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus

Incentive Program to construct a 230-unit multifamily development at the subject site. The project does not meet the applicable criteria for the following reasons [Board member please state reasons.]

**Consequent Action:**

The Planning & Zoning Board will be making a recommendation to the City Commission on the Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program.

**ATTACHMENTS:**

- A. Zoning Map
- B. Site Plan Package
- C. Supplemental Supporting Documents
- D. Site Photos

# Zoning Map - Golden Roads

Department for Community Sustainability



Kidwin Ln

Vermilion Dr

Sepia Ln

Keast Ln

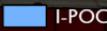
Paisley Ct

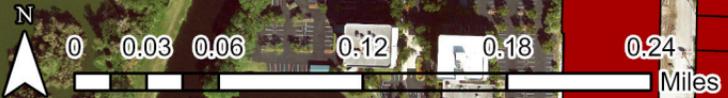
Boutwell Rd

Detroit St

10th Ave N

Zoning

	I-POC
	MF-20
	MU-W
	P
	Highlighted Parcel





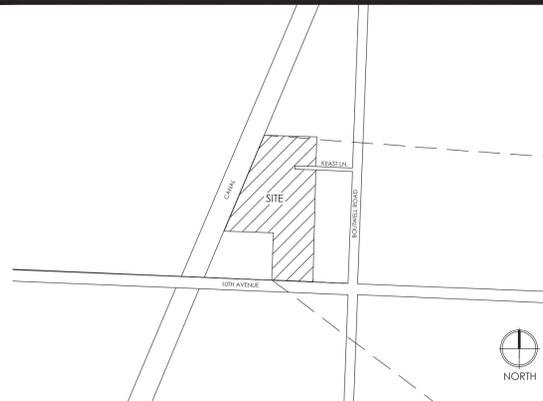
# Golden Road Apartments

## LANDSCAPE PLANS

CITY OF LAKE WORTH, FL

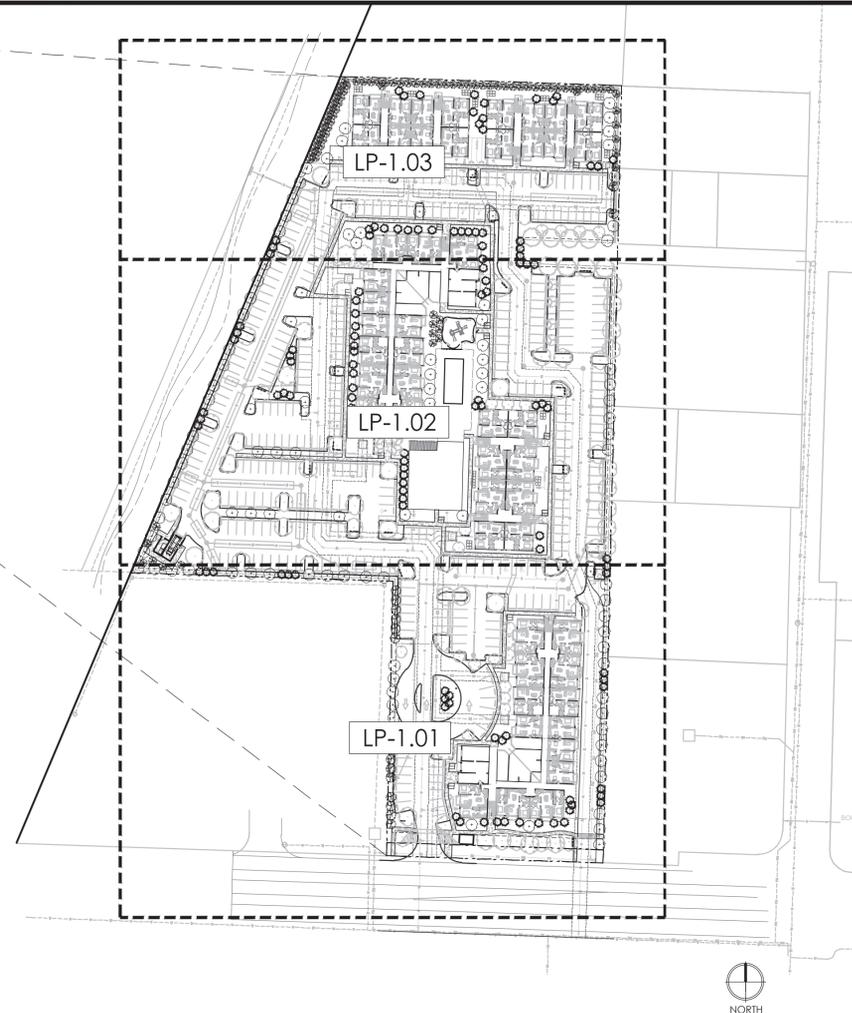
LOCATION MAP

N.T.S.



OVERALL SHEET KEY MAP

N.T.S.



### SHEET INDEX

SHEET NO.	SHEET TITLE
LP-1.01	LANDSCAPE PLAN
LP-1.02	LANDSCAPE PLAN
LP-1.03	LANDSCAPE PLAN
LP-2.01	LANDSCAPE DETAILS
LP-3.01	LANDSCAPE SPECIFICATIONS

### CODE COMPLIANCE CHART - PERIMETER LANDSCAPE REQUIREMENTS (ADJ. TO VEHICULAR USE AREAS)

LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
A 10' R.O.W. BUFFER (SOUTH P.L.) 175' LF @ 1 TREE / 25' LF = <b>7 TREES</b> HEDGE (24" TALL @ INSTALLATION)	TREES = <b>7 TREES</b>
B 5' PERIMETER BUFFER 276' LF @ 1 TREE / 20' LF = <b>14 TREES</b> HEDGE (24" TALL @ INSTALLATION)	TREES = <b>14 TREES</b>
C 5' PERIMETER BUFFER 278' LF @ 1 TREE / 20' LF = <b>14 TREES</b> HEDGE (24" TALL @ INSTALLATION)	12 TREES + 6 PALMS @ 3:1 = <b>14 TREES</b>
D 5' PERIMETER BUFFER 470' LF @ 1 TREE / 20' LF = <b>24 TREES</b> HEDGE (24" TALL @ INSTALLATION)	21 TREES + 9 PALMS @ 3:1 = <b>24 TREES</b>
E 5' PERIMETER BUFFER 920' LF @ 1 TREE / 20' LF = <b>46 TREES</b> HEDGE (24" TALL @ INSTALLATION)	41 TREES + 15 PALMS @ 3:1 = <b>46 TREES</b>

### CODE COMPLIANCE CHART - INTERIOR LANDSCAPE REQUIREMENTS (BUILDING LANDSCAPE AREA)

LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
BUILDING A: 1 SHRUB / 5 SF = <b>3,690 SF</b> 738 SHRUBS	BUILDING A: SHRUBS = <b>1,144 SHRUBS</b>
BUILDING B: 1 SHRUB / 5 SF = <b>2,339 SF</b> 468 SHRUBS	BUILDING B: SHRUBS = <b>616 SHRUBS</b>
BUILDING C: 1 SHRUB / 5 SF = <b>3,696 SF</b> 740 SHRUBS	BUILDING C: SHRUBS = <b>1,374 SHRUBS</b>
BUILDING D: 1 SHRUB / 5 SF = <b>2,163 SF</b> 433 SHRUBS	BUILDING D: SHRUBS = <b>498 SHRUBS</b>
BUILDING E: 1 SHRUB / 5 SF = <b>2,163 SF</b> 433 SHRUBS	BUILDING E: SHRUBS = <b>467 SHRUBS</b>
CLUBHOUSE: 1 SHRUB / 5 SF = <b>1,399 SF</b> 280 SHRUBS	CLUBHOUSE: SHRUBS = <b>410 SHRUBS</b>

### CODE COMPLIANCE CHART - INTERIOR LANDSCAPE REQUIREMENTS

LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
VUA LANDSCAPE AREA: 117,992 SF * 20% = <b>23,598 SF</b> TREES/PALMS: 23,598 SF @ 1 TREE / 125 SF = <b>189 TREES</b>	VUA LANDSCAPE AREA: <b>24,811 SF</b>
NON-VUA LANDSCAPE AREA: <b>32,643 SF</b> TREES/PALMS: 32,643 SF 1 SMALL TREE / 225 SF = 148 SMALL TREES OR 1 MEDIUM TREE / 400 SF = 83 MEDIUM TREES OR 1 LARGE TREE / 625 SF = 53 LARGE TREES	
TOTAL TREES REQUIRED: 189 TREES + 53 LARGE TREES = <b>242 TREES TOTAL</b>	TOTAL PROVIDED: 212 TREES + 90 PALMS @ 3:1 = <b>242 TREES</b>



PREPARED BY:



2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 www.wginc.com  
Cert No. 6091 - LB No. 7055

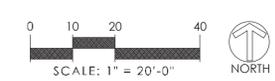
PREPARED FOR:

LANDMARK RESIDENTIAL MANAGEMENT, LLC  
4890 W. KENNEDY BOULEVARD, SUITE 240  
TAMPA, FL 33609

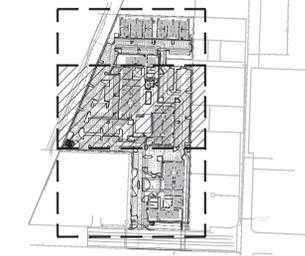


WGI NO.: 2156.03  
LANDSCAPE PLANS  
RESUBMITTAL



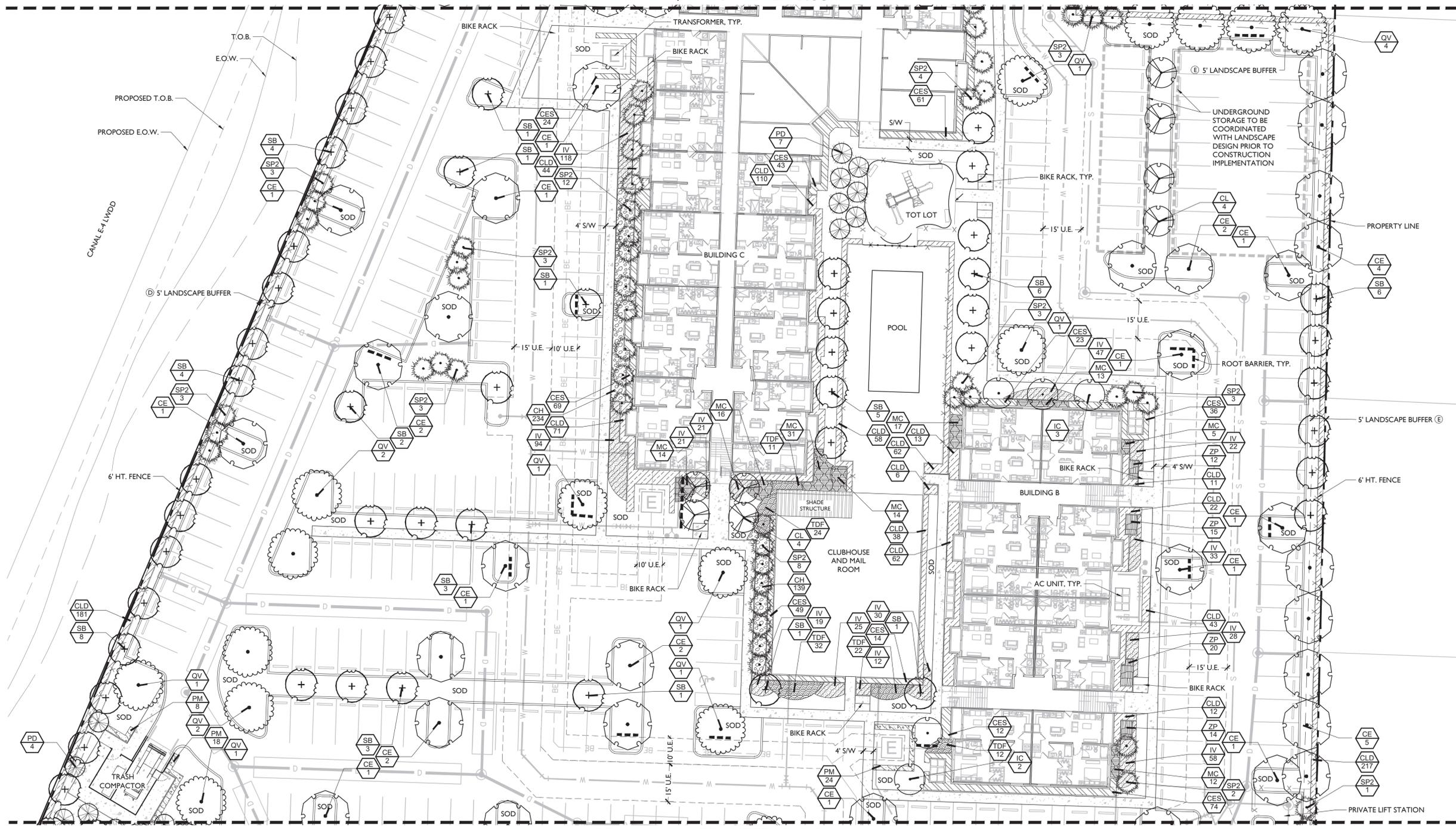


SHEET KEY MAP



**WGL**  
 2035 Vista Parkway, West Palm Beach, FL 33411  
 Phone No. 866.909.2220 www.wgfl.com  
 Cert No. 6091 - LB No. 7055

MATCHLINE B, SEE SHEET LP-1.03



MATCHLINE A, SEE SHEET LP-1.01

REVISIONS				
NO.	DATE	DESCRIPTION	BY	DN
1	02.08.21	RESUBMITTAL	DN	DN
2	03.17.21	RESUBMITTAL	DN	DN

CAD LP_2156.03.DWG	2156.03	DN	TM	12-02-2020
JOB NO.	DRAWN BY	CHECK BY	DATE	

LANDSCAPE ARCHITECT OF RECORD  
 TIFFANY D MAY, PLA  
 FL # LA6667274

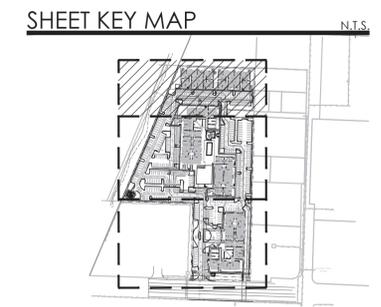
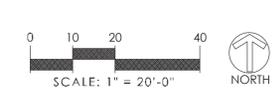
Digitally signed by Tiffany D May DN: cn=Tiffany D May, o=May LA6667274 State of Florida, email=Tiffany.D.May@wgfl.com, c=US  
 Date: 2021.03.17 11:53:11 -0400

**GOLDEN ROAD APARTMENTS  
 LAKE WORTH, FLORIDA**

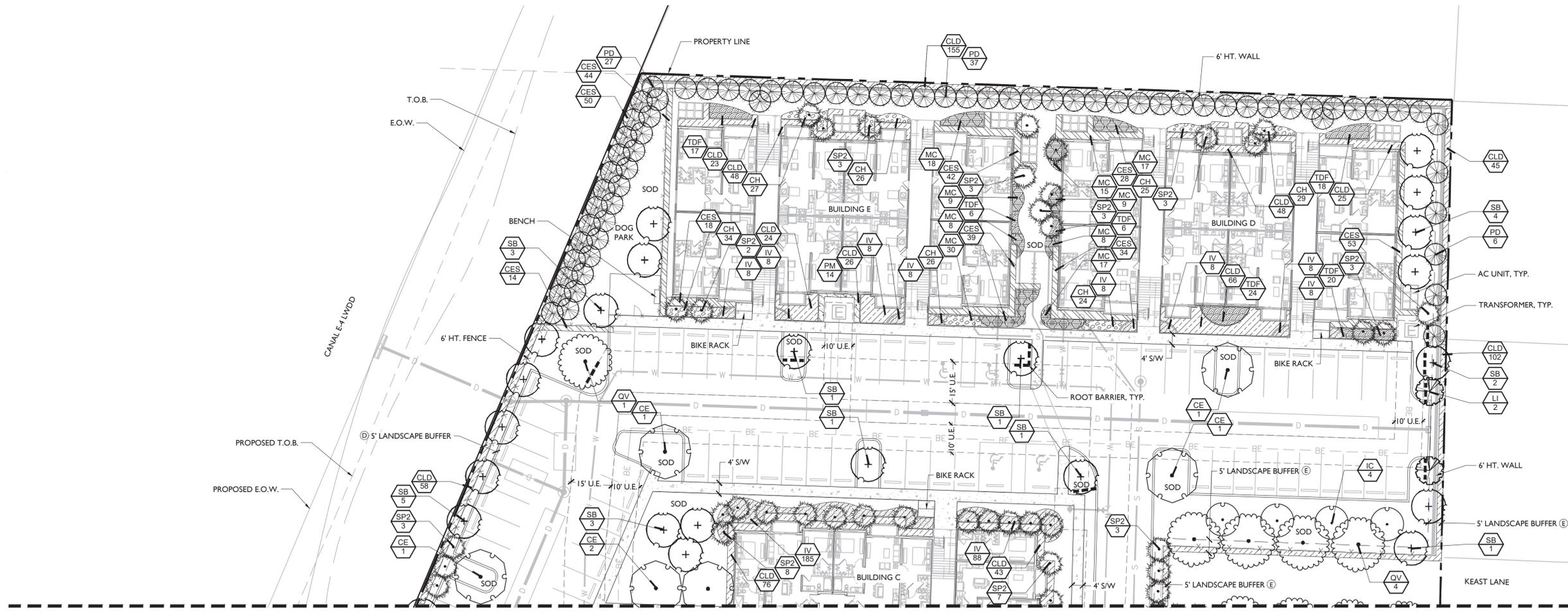
LANDSCAPE PLAN

SHEET:  
 LP-1.02

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**WGL**  
 2035 Vista Parkway, West Palm Beach, FL 33411  
 Phone No. 866.909.2220 www.wgfl.com  
 Cert No. 6091 - LB No. 7055



MATCHLINE B, SEE SHEET LP-1.02

REVISIONS	
NO.	DESCRIPTION
1	02.08.21 RESUBMITTAL
2	03.17.21 RESUBMITTAL

CAD LP_2156.03.DWG	DATE	BY
2156.03	DN	DN
JOB NO.	DN	DN
DRAWN BY	TM	TM
CHECK BY	DATE	DATE
	12-02-2020	

LANDSCAPE ARCHITECT OF RECORD  
 TIFFANY D MAY, PLA  
 FL # LA6667274

Digitally signed by Tiffany D May, DN: cn=Tiffany D May, o=LA6667274 State of Florida, email=Tiffany.D.May@tiffanydmay.com, c=US  
 Date: 2021.02.17 11:05:14 -0500

**PLANT SCHEDULE**

NATIVE TREES/PALMS		
DESCRIPTION	QTY.	PERCENT
NATIVE TREE/PALM VARIETIES	410	96%
NON-NATIVE TREE/PALM VARIETIES	17	4%
<b>TOTAL:</b>	<b>427</b>	<b>100%</b>

NATIVE SHRUBS/GROUNDCOVERS		
DESCRIPTION	QTY.	PERCENT
NATIVE SHRUB/GC VARIETIES	5,928	88%
NON-NATIVE SHRUB/GC VARIETIES	843	12%
<b>TOTAL:</b>	<b>6,771</b>	<b>100%</b>

DROUGHT TOLERANT TREES/PALMS		
DESCRIPTION	QTY.	PERCENT
DROUGHT TOLERANT VARIETIES	427	100%
NON-DROUGHT TOLERANT VARIETIES	0	0%
<b>TOTAL:</b>	<b>427</b>	<b>100%</b>

DROUGHT TOLERANT SHRUBS/GROUNDCOVERS		
DESCRIPTION	QTY.	PERCENT
DROUGHT TOLERANT VARIETIES	6,771	100%
NON-DROUGHT TOLERANT VARIETIES	0	0%
<b>TOTAL:</b>	<b>6,771</b>	<b>100%</b>

TREES	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
CL	8	Pitch Apple	Clusia rosea	YES	12' Ht. x 6' Sprd., 3" DBH.
CE	52	Green Buttonwood	Conocarpus erectus	YES	12' Ht. x 6' Sprd., 3" DBH.
SB	104	Silver Buttonwood	Conocarpus erectus sericeus	YES	10' Ht. x 6' Sprd.
IC	21	Dahoon Holly	Ilex cassine	YES	12' Ht. x 4' Sprd., 3" DBH.
LI	17	Crape Myrtle	Lagerstroemia indica	NO	10' Ht. x 4' Sprd., 4" clearance
PD	83	Slash Pine	Pinus elliotti densa	YES	10' Ht. x 5' Sprd.
QV	22	Live Oak	Quercus virginiana	YES	12' Ht. x 6' Sprd., 3" DBH.

PALM TREES	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
SP2	120	Cabbage Palmetto	Sabal palmetto	YES	12'-16" C.T., Clean-cut

SHRUB AREAS	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
CLD	2,537	Cocoplum	Chrysobalanus icaco	YES	24" Ht. x 24" Sprd., 24" O.C.
CH	564	Horizontal Cocoplum	Chrysobalanus icaco 'Horizontalis'	NO	18" Ht. x 18" Sprd., 18" O.C.
CES	990	Silver Buttonwood	Conocarpus erectus sericeus	YES	24" Ht. x 24" Sprd., 24" O.C.
IV	1,670	Dwarf Schillings Holly	Ilex vomitoria 'Schillings Dwarf'	YES	18" Ht. x 18" Sprd., 18" O.C.
MC	344	Pink Muhly Grass	Muhlenbergia capillaris	YES	24" Ht. x 18" Sprd., 24" O.C.
PM	67	Yew Pine	Podocarpus macrophyllus	NO	24" Ht. x 24" Sprd., 24" O.C.
TDF	326	Dwarf Fakahatchee	Tripsacum floridana	YES	18" Ht. x 18" Sprd., 24" O.C.
ZP	61	Coontie Cycad	Zamia pumila	YES	18" Ht. x 18" Sprd., 18" O.C.

GROUNDCOVERS	QTY	COMMON NAME	BOTANICAL NAME	NATIVE	REMARKS
FG	212	Green Island Ficus	Ficus microcarpa	NO	12" Ht. x 12" Sprd., 12" O.C.

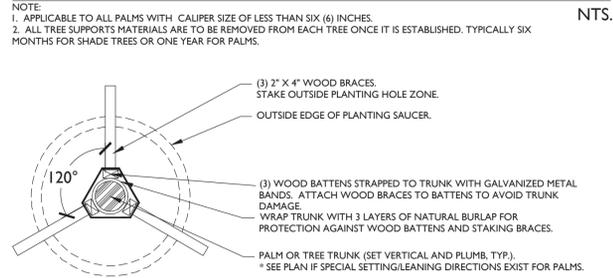
**GOLDEN ROAD APARTMENTS  
 LAKE WORTH, FLORIDA**

LANDSCAPE PLAN

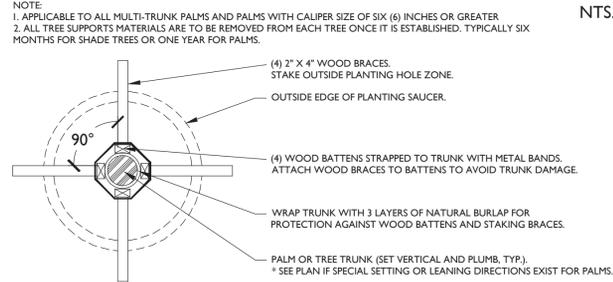
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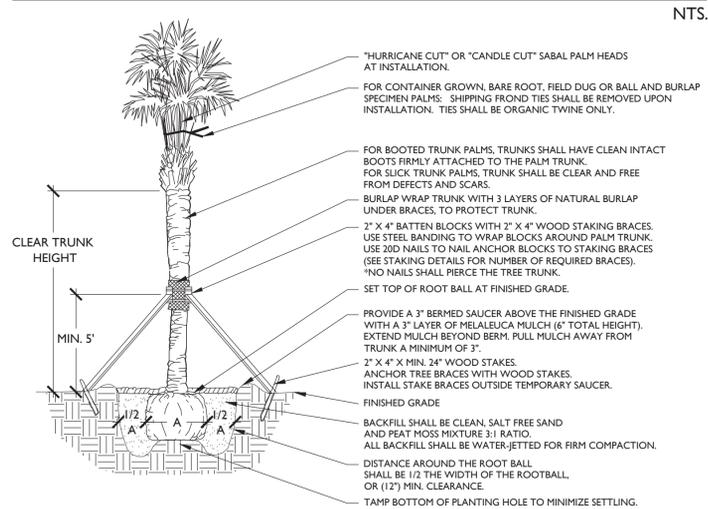
### SMALL PALM STAKING PLAN



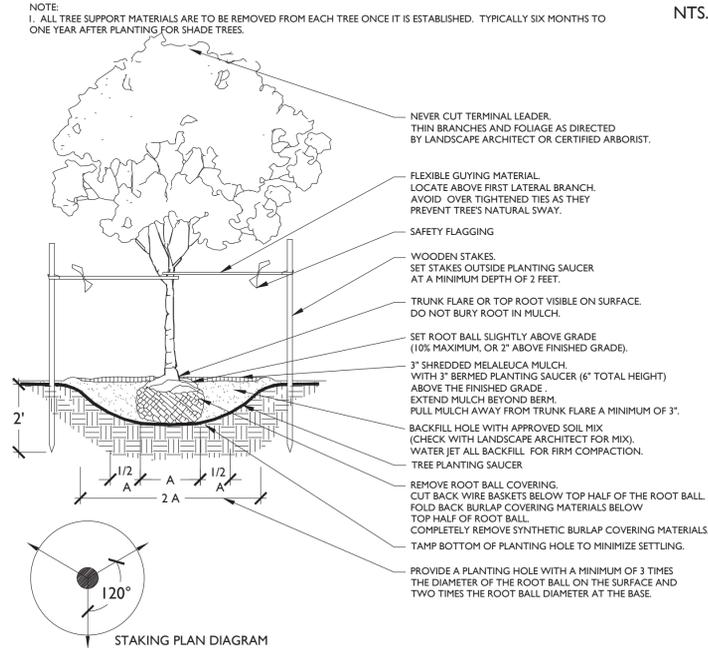
### LARGE PALM OR TREE STAKING PLAN



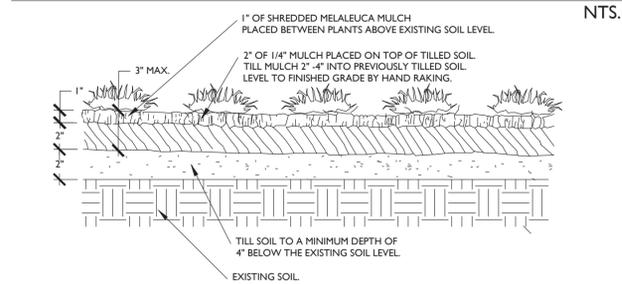
### PALM PLANTING DETAIL



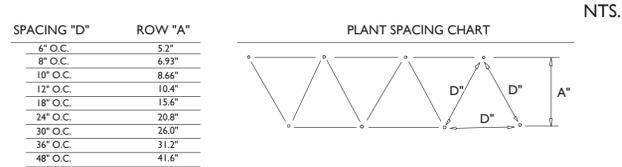
### TREE PLANTING DETAIL



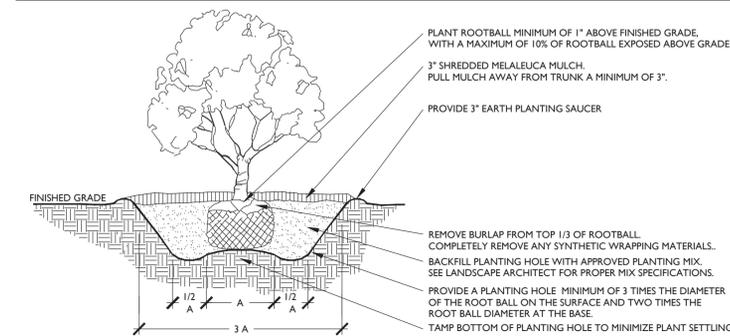
### GROUNDCOVER DETAIL



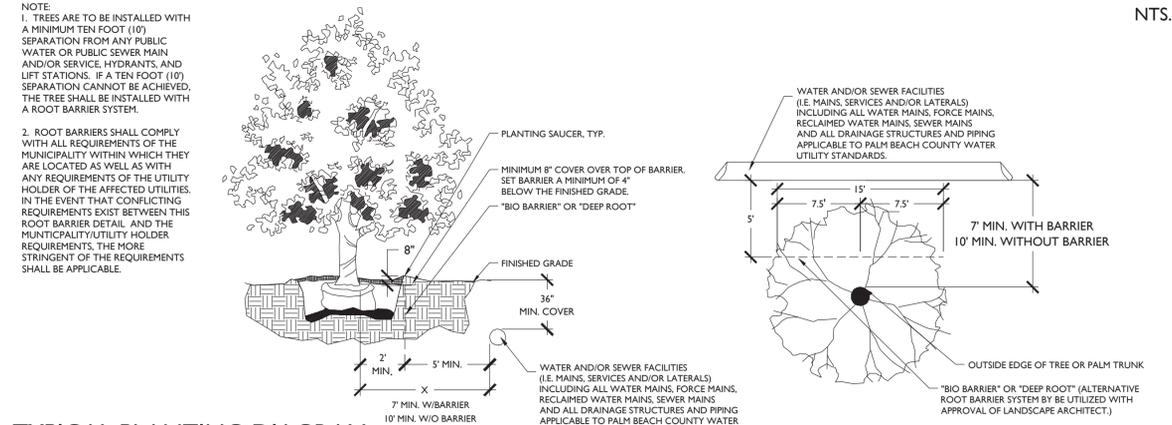
### PLANT SPACING DETAIL



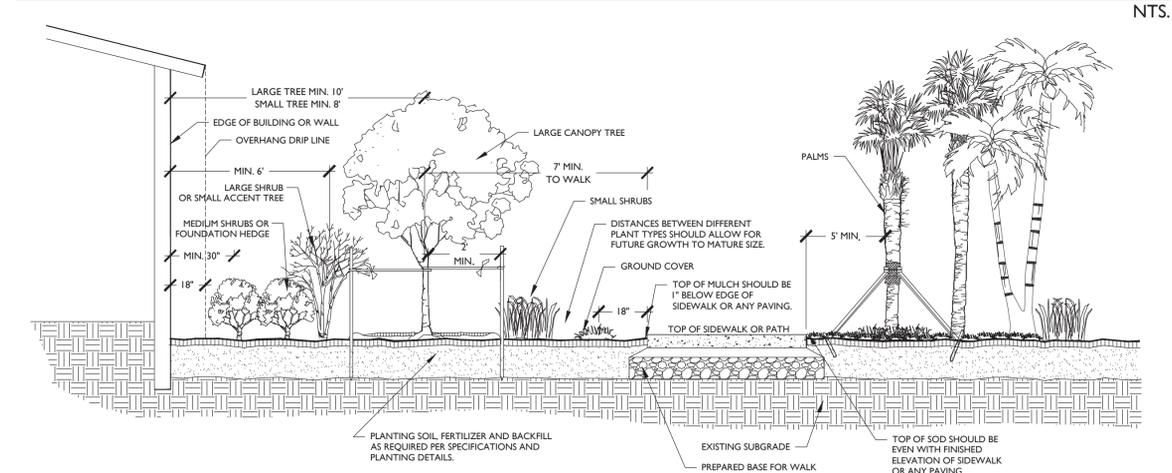
### SHRUB PLANTING DETAIL



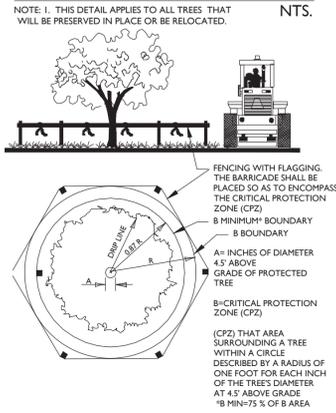
### ROOT BARRIER DETAIL



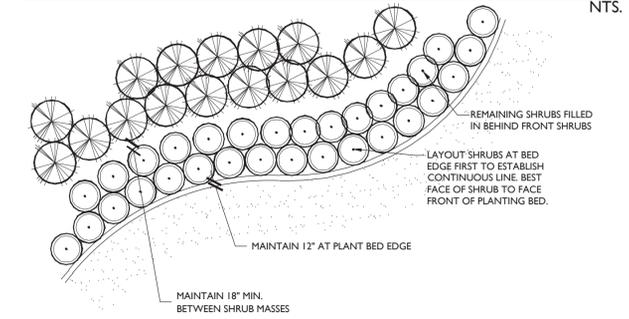
### TYPICAL PLANTING DIAGRAM



### TREE PROTECTION DETAIL



### SHRUB AND GROUNDCOVER PLANTING DETAIL



### LANDSCAPE NOTES:

- STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, BERMS, WALL, FENCES, UTILITIES OR ROADWAYS.
- CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL, OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
- TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN THE EVENT OF A CONFLICT, AFFECTED PLANT MATERIAL SHALL BE FIELD ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH THE WITH EXISTING AND PROPOSED UTILITIES, LIGHT POLES, DRAINAGE STRUCTURES OR LINES, LAKE MAINTENANCE EASEMENTS OR OTHER AFFECTED SITE FEATURES.
- ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30" AND 8' ABOVE THE PAVEMENT.
- ALL UTILITY BOXES/ STRUCTURES TO BE SCREENED ON 3 SIDES W/ APPROVED PLANTING MATERIAL.
- IRRIGATION IS REQUIRED PROVIDING 100% COVERAGE WITH A MAXIMUM OF 50% OVERLAP, AN AUTOMATIC RAIN SENSOR MUST BE INSTALLED.
- ALL PLANT MATERIAL TO BE INSTALLED SHALL CONFORM TO FLORIDA POWER AND LIGHTS' (FPL'S) RIGHT TREE RIGHT PLACE GUIDELINES.
- IN CASE OF DISCREPANCIES PLANS TAKE PRECEDENCE OVER PLANT LIST.
- LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PRIOR TO BIDDING.
- REMOVAL OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR.
- RELOCATION OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR. REFER TO SPECIFICATIONS FOR RELOCATION INSTRUCTIONS.
- ALL PLANT MATERIAL TO BE FLORIDA GRADE #1 AT TIME OF INSTALLATION UNLESS OTHERWISE NOTED.

NO.	DATE	DESCRIPTION	REVISIONS	
			BY	DN
1	02.08.21	RESUBMITTAL	DN	DN
2	03.17.21	RESUBMITTAL	DN	DN

CAD FILE	DATE	DESCRIPTION	BY	DN	DATE
216603.DWG	21.06.03		DN	TM	12.02-2020

LANDSCAPE ARCHITECT OF RECORD  
TIFFANY D MAY, PLA  
FL # LA6667274



Digitally signed by Tiffany D May, May 14 2024 11:25:04 AM Eastern Standard Time  
DN: cn=Tiffany D May, May 14 2024 11:25:04 AM Eastern Standard Time, o=TIFFANY D MAY, ou=TIFFANY D MAY, email=TIFFANY.D.MAY@WGL.COM, c=US  
Date: 2024.05.14 11:25:04 -0400



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**Landscaping Planting - Part I. General**

- I. Description of Work
  - A. Provide all exterior planting as shown on the drawings or inferable therefrom and/or as specified in accordance with the requirements of the Contract Documents. Landscape plans provided indicate the proposed location of living plant material only. Structural elements and hardscape features indicated on the landscape plans are for information purposes only. Landscape plans are not to be used for siting and layout or location of any structural site features including but not limited to, buildings, signage, pathways, easements, utilities or roadways.
  - B. These specifications include standards necessary for and incidental to the execution and completion of planting as indicated on the prepared drawings and specified herein.
  - C. All applicable state and local permits shall be obtained prior to the removal, relocation, or installation of plant materials indicated within the plan documents.
  - D. Protection of existing features. During construction, protect all existing trees, shrubs, and other specified vegetation, site features and improvements, structures, and utilities specified herein and/or on submitted drawings. Removal or destruction of existing plantings is prohibited unless specifically authorized by the owner, and with permit as required by associated federal, state and local government agencies.

- II. Applicable Standards
  - A. American National Standards for Tree Care Operations, ANSI A300, American National Standards Institute, 11 West 42nd Street, New York, N.Y. 10036.
  - B. American Standard for Nursery Stock, ANSI Z60.1, American Nursery and Landscape Association, 1250 Eye Street, NW, Suite 500, Washington, D.C. 20005.
  - C. Hortus Third, The Staff of the L.H. Bailey Hortorium, 1976, MacMillan Publishing Co., New York.
  - D. Florida Department of Agriculture "Grades and Standards for Nursery Plants", most recent addition.
  - E. National Arborist Association- Pruning Standards for Shade Trees
  - F. All standards shall include the latest additions and amendments as of the date of advertisement for bids

- III. Qualifications
  - A. Landscape planting and related work shall be performed by a firm with a minimum of five years experience specializing in this type of work. All contractors and their sub-contractors who will be performing any landscape work included in this section of the specification shall be approved by the landscape architect.
  - B. Landscape Contractor shall be licensed and shall carry any necessary insurance and shall protect the Landscape Architect and Owner against all liabilities, claims or demands for injuries or damage to any person or property growing out of the performance of the work under this contract. All workers shall be covered by Workman's Compensation Insurance.

- IV. Requirements of Regulatory Agencies
  - A. Certificates of inspection shall accompany the invoice for each shipment of plants as may be required by law for transportation. File certificates with the landscape architect prior to acceptance of the material. Inspection by federal or state authorities at place of growth does not preclude rejection of the plants at the site.

- V. Submittals
  - A. Manufacturer's Data: Submit copies of the manufacturer's and/or source data for all materials specified, including soils, soil amendments and fertilizer materials. Comply with regulations applicable to landscape materials.
  - B. Samples: Submit samples of all topsoil, soil mixes, mulches, and organic materials. Samples shall weigh 1 kg (2 lb) and be packaged in plastic bags. Samples shall be typical of the lot of material to be delivered to the site and provide an accurate indication of color, texture, and organic makeup of the material.
  - C. Nursery Sources: Submit a list of all nurseries that will supply plants, along with a list of the plants they will provide and the location of the nursery.
  - D. Soil Test: Submit soil test analysis report for each sample of topsoil and planting mix from a soil testing laboratory approved by the landscape architect.
    - 1. Provide a particle size analysis, including the following gradient of mineral content.

USDA Designation	Size in mm
Gravel	+2 mm
Very Course Sand	1-2 mm
Coarse Sand	0.5-1 mm
Medium Sand	0.25-0.5 mm
Fine Sand	0.1-0.25 mm
Very fine sand	0.05-0.1 mm
Silt	0.002-0.05 mm
Clay	smaller than 0.002

- 2. Provide a chemical analysis, including the following:
  - a. pH and buffer pH
  - b. Percentage of organic content by oven-dried weight.
  - c. Nutrient levels by parts per million, including phosphorus, potassium magnesium, manganese, iron, zinc, and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil based on the requirements of horticultural plants.
  - d. Soluble salt by electrical conductivity of a 1:2, soil: water, sample measured in millimho per cm.
  - e. Cation exchange capacity (CEC).
- E. Material Testing: Submit the manufacturers particle size analysis, and the pH analysis and provide a description and source location for the content material of all organic materials.
- F. Maintenance Instructions: Prior to the end of maintenance period, Landscape Contractor shall furnish three copies of written maintenance instructions to the Landscape Architect for transmittal to the Owner for maintenance and care of installed plants through their full growing season.

- VI. Utility Verification
  - A. The contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

**Part 2. Materials**

- I. Plants
  - A. Plants shall be true to species and variety specified and nursery-grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two years. They shall have been freshly dug.
    - 1. All plant names and descriptions shall be as defined in Hortus Third.
    - 2. All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock and Florida Department of Agriculture Grades and Standards for Nursery Plants.
    - 3. Unless approved by the landscape architect, plants shall have been grown at a latitude not more than 325 km (200 miles) north or south of the latitude of the project unless the provenance of the plant can be documented to be compatible with the latitude and cold hardness zone of the planting location.
  - B. Unless specifically noted, all plants shall be exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.
    - 1. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over 20 mm (3/4 in.) in diameter that are not completely closed will be rejected.
  - C. Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the landscape architect. Use of larger plants shall not increase the contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant.
    - 1. Caliper measurements shall be taken on the trunk 150 mm (6 in.) above the natural ground line for trees up to and including 100 mm (4 in.) in caliper, and 300 mm (12 in.) above the natural ground line for trees over 100 mm (4 in.) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of sizes is given, no plant shall be less than the minimum size, and no less than 1/50 percent of the plants shall be as large as the maximum size specified. Measurements specified are minimum sizes acceptable after pruning, where pruning is required. Plants that meet measurements but do not possess a standard relationship between height and spread, according to the Florida Department of Agriculture Grades and Standards for Nursery Plants, shall be rejected.
  - D. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect. If proof is submitted in writing that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
  - E. The plant schedule provided at the end of this section, or on the drawing, is for the contractor's information only, and no guarantee is expressed or implied that quantities therein are correct or that the list is complete. The contractor shall ensure that all plant materials shown on the drawings are included in his or her bid.
  - F. All plants shall be labeled by plant name. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.

- G. Selection and Tagging
  - 1. Plants shall be subject to inspection for conformity to specification requirements and approval by the landscape architect at their place of growth and upon delivery. Such approval shall not impair the right of inspection and rejection during progress of the work.
  - 2. A written request for the inspection of plant material at their place of growth shall be submitted to the landscape architect at least ten calendar days prior to digging. This request shall state the place of growth and the quantity of plants to be inspected. The landscape architect may refuse inspection at this time if, in his or her judgment, sufficient quantities of plants are not available for inspection or landscape architect deems inspection is not required.
  - 3. All field grown deciduous trees shall be marked to indicate the trees north orientation in the nursery. Place a 1-in. diameter spot of white paint onto the north side of the tree trunk within the bottom 12 inches of the trunk.

- H. Anti-Desiccants
  - 1. Anti-desiccants, if specified, are to be applied to plants in full leaf immediately before digging or as required by the landscape architect. Anti-desiccants are to be sprayed so that all leaves and branches are covered with a continuous protective film.
- I. Balled and Burlapped (B&B) Plant Materials
  - 1. Trees designated B&B shall be properly dug with firm, natural balls of soil retaining as many fibrous roots as possible, in sizes and shapes as specified in the Florida Department of Agriculture Grades and Standards for Nursery Plants. Balls shall be firmly wrapped with synthetic, natural, or treated burlap, and/or wire. All synthetic fabric should be removed from the rootball prior to planting. True biodegradable burlap can be left around the root ball. The root collar shall be apparent at surface of ball. Trees with loose, broken, processed, or manufactured root balls will not be accepted, except with special written approval before planting.

- J. Container Plants
  - 1. Plants grown in containers shall be of appropriate size for the container as specified in the most recent edition of the Florida Department of Agriculture Grades and Standards for Nursery Plants and be free of circling roots on the exterior and interior of the root ball.
  - 2. Container plants shall have been grown in the container long enough to have established roots throughout the growing medium.
- K. Bareroot and Collected Plants
  - 1. Plants designated as bareroot or collected plants shall conform to the American Standard for Nursery Stock.
  - 2. Bareroot material shall not be dug or installed after bud break or before dormancy.
  - 3. Collected plant material that has not been taken from active nursery operations shall be dug with a root ball spread at least 1/3 greater than nursery grown plants. When specified or approved, shall be in good health, free from disease, insect or weed infestation and shall not be planted before inspection and acceptance at the site. Testing may be required at the discretion of the Landscape Architect and/or the Owner and shall be provided at no additional cost.

- L. Specimen Material: Plant material specified as specimens are to be approved by the Landscape Architect before being brought to the site. Unless otherwise noted on the drawings, these plants shall be Florida Fancy.
- M. Palms
  - 1. Coconut Palms shall be grown from a certified seed.
  - 2. All palm species except Sabal palmetto shall have roots adequately wrapped before transporting.
  - 3. Sabal palms shall have a hurricane cut. Sabal palms shall be installed on site at the earliest opportunity in the construction process. All Sabal palms shall be from Palm Beach County or other sandy soils. All Sabal palms shall be Florida Fancy.
  - 4. For booted trunk palms, trunks shall have clean intact boots firmly attached to the palm trunk. For slick trunk palms, trunk shall be clear and free from defect and scars.
  - 5. The Contractor shall treat all palms as required to prevent infestation by the palmetto weevil.

- N. Sod
  - 1. Sod shall be graded #1 or better. Sod shall be loam or muck grown with a firm, full texture and good root development. Sod shall be thick, healthy and free from defects and debris including but not limited to dead thatch, insects, fungus, diseases and contamination by weeds, other grass varieties or objectionable plant material.
  - 2. Sod shall be sufficiently thick to insure a dense stand of live grass. Sod shall be live, fresh, and unjured at the time of planting. Plant sod within 48 hours after harvesting.
  - 3. Sod area shall be all areas not otherwise identified and shall include the area beyond the property line to the edge of pavement and/or edge of water.

- O. Immediately after harvesting plants, protect from drying and damage until shipped and delivered to the planting site. Rootballs shall be checked regularly and watered sufficiently to maintain root viability.
- P. Transportation and Storage of Plant Material
  - 1. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.
  - 2. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the landscape architect may reject the injured tree(s) and order them replaced at no additional cost to the owner. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
  - 3. All bareroot stock sent from the storage facility shall be adequately covered with wet soil, sawdust, woodchips, moss, peat, straw, hay, or other acceptable moisture-holding medium, and shall be covered with tarpaulin or canvas. Loads that are not protected in the above manner may be rejected.
  - 4. Plants must be protected at all times from sun or drying winds. Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

- Q. Mechanized Tree Spade Requirements
  - Trees may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar B&B root-ball diameter according to the American Standard for Nursery Stock or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the landscape architect prior to use. Trees shall be planted at the designated locations in the manner shown in the plans, and in accordance with applicable sections of the specifications.

- II. Materials for Planting
  - A. Mulch: Except as otherwise specified, mulch shall be shredded Melaleuca mulch - grade "A". All Melaleuca mulch shall be made entirely from the wood and bark of the Melaleuca quinquinervia tree. It shall not contain more than 10% bark (by volume). Shreds and chips shall not be larger than 3/4" diameter and 1 1/2" in length. Mulch shall be free of weeds, seeds, and any other organic or inorganic material other than Melaleuca wood and bark. It shall not contain stones or other foreign material that will prevent its eventual decay. This shall be applied to all planted areas where indicated so that, after installation, the mulch thickness will not be less than 3". Submit sample for approval.
  - B. Peat: Shall be horticultural peat composed of not less than 60% decomposed organic matter by weight, on an oven dried basis. Peat shall be delivered to the site in a workable condition free from lumps.

- C. Gravel Mulch: Use only where specifically indicated on the plans of the size and type shown. Unless otherwise specified it shall be water-worn, hard durable gravel, washed free of loam, sand, clay and other foreign substances. It shall be a minimum of 3" deep and shall be contained with edging or other approved gravel stop as indicated on the plans. It shall be a maximum of 1 1/2", a minimum of 3/4" and of a readily-available natural gravel color range. Provide geotextile filter fabric below aggregate rock. Submit sample for approval.

- D. Root Barrier: Where specified, root barriers shall be installed on all tree and palm material in accordance with the root barrier detail provided within the plan drawings. Root barriers shall comply with all requirements of the municipality within which they are located as well as with any utility holder requirements of any affected utilities. In the event that conflicting requirements exist between the root barrier detail provided within the plan documents and the municipality/utility holder requirements, the more stringent of the requirements shall be applicable.
- E. Planter Edging: Use only where specifically indicated on plans. Edging shall be the color black.
- F. Anti-desiccant: shall be an emulsion specifically manufactured for agricultural use, which provides a protective film over plant surfaces. Anti-desiccants shall be delivered in containers of the manufacturer and shall be mixed according to the manufacturer's directions. Submit manufacturer literature for approval.

- III. Materials for Soil Amendment
  - A. Pine Bark: Horticultural-grade milled pine bark, with 80 percent of the material by volume sized between 0.1 and 15.0 mm.
    - 1. Pine bark shall be aged sufficiently to break down all woody material. Pine bark shall be screened.
    - 2. pH shall range between 4 and 7.0.
    - 3. Submit manufacturer literature for approval.
  - B. Organic Matter: Leaf matter and yard waste composted sufficiently to break down all woody fibers, seeds, and leaf structures, and free of toxic and nonorganic matter. Organic matter shall be commercially prepared compost. Submit 0.5 kg (1 lb) sample and suppliers literature for approval.
  - C. Course Sand: Course concrete sand, ASTM C-33 Fines Aggregate, with a Fines Modulus Index of 2.75 or greater.
    - 1. Sands shall be clean, sharp, natural sands free of limestone, shale and slate particles.
    - 2. Provide the following particle size distribution:

Sieve	Percentage Passing
3/8 in (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 8 (2.36 mm)	80-100
No. 16 (1.18 mm)	50-85
No. 30 (0.60 mm)	25-60
No. 50 (0.30 mm)	10-30
No. 100 (0.15 mm)	2-10

- D. Lime: shall be ground, palletized, or pulverized lime manufactured to meet agricultural standards and contain a maximum of 60 percent oxide (i.e. calcium oxide plus magnesium oxide). Submit manufacturer literature for approval.
- E. Sulfur: shall be flowers of sulfur, pelletized or granular sulfur, or iron sulfate. Submit manufacturer literature for approval.
- F. Fertilizer: Agricultural fertilizer of a formula indicated by the soil test. Fertilizers shall be organic, slow-release compositions whenever applicable. Submit manufacturer literature for approval.

- IV. Planting Mix
  - A. Planting Mix
    - 1. Planting Mix for Trees, Shrubs, Groundcovers and vines: Check with landscape architect for appropriate mixture.
    - 2. Planting Mix for Palms: Mixture of course sand and peat mixed to the following proportion:
 

Component	Percent by Volume
Coarse Sand	75%
Peat	25%
  - B. Planting mix shall be thoroughly mixed, screened, and shredded.
  - C. Prior to beginning the mixing process, submit a 1-kg (2-lb) sample of the proposed mix with soil test results that indicate the mix ratio and the results achieved.
  - D. During the mixing process but prior to installing the mix, submit a 1-kg (2-lb) sample for each 200 cubic yards (250 cubic yards) of planting mix, taken randomly from the finished soil mix, with soil test results for approval. In the event that the test results do not meet the required particle size distribution, remix and resubmit a revised planting mix.
  - E. Make all amendments of lime/sulfur and fertilizer indicated by the soil test results at the time of mixing.
  - F. All mixing shall take place in the contractors yard, using commercial mixing equipment sufficient to thoroughly mix all components uniformly
  - G. Protect the planting mix from erosion prior to installation.

**Part 3. Execution**

- Excavation of Planted Areas
  - A. Locations for plants and/or outlines of areas to be planted are to be staked out at the site. Locate and mark all subsurface utility lines. Approval of the stakeout by the landscape architect is required before excavation begins.
  - B. Tree, shrub, and groundcover beds are to be excavated to the depth and widths indicated on the landscape plan detail drawings. If the planting area under any tree is initially dug too deep, the soil added to bring it up to the correct level should be thoroughly tamped.
    - 1. The sides of the excavation of all planting areas shall be sloped at a 45 degrees. The bottom of all beds shall slope parallel to the proposed grades or toward any subsurface drain lines within the planting bed. The bottom of the planting bed directly under any tree shall be horizontal such that the tree sits plumb.
    - 2. Maintain all required angles of repose of the adjacent materials as shown on the drawings. Do not excavate compacted subgrades of adjacent pavement or structures.
    - 3. Subgrade soils shall be separated from the topsoil, removed from the area, and not used as backfill in any planted or lawn area. Excavations shall not be left uncovered or unprotected overnight.
  - C. For trees and shrubs planted in individual holes in areas of good soil that is to remain in place and/or to receive amendment in the top 150-mm (6 in.) layer, excavate the hole to the depth of the root ball and to widths shown on the drawing. Slope the sides of the excavation at a 45 degree angle up and away from the bottom of the excavation.
    - 1. In areas of slowly draining soils, the root ball may be set up to 75 mm (3 in.) or 1/8 of the depth of the root ball above the adjacent soil level.
    - 2. Save the existing soil to be used as backfill around the tree.
    - 3. On steep slopes, the depth of the excavation shall be measured at the center of the hole and the excavation dug as shown on the drawings.
  - D. Detrimental soil conditions: The landscape architect is to be notified, in writing, of soil conditions encountered, including poor drainage, that the contractor considers detrimental to the growth of plant material. When detrimental conditions are uncovered, planting shall be discontinued until instructions to resolve the conditions are received from the landscape architect.
  - E. Obstructions: If rock, underground construction work, utilities, tree roots, or other obstructions are encountered in the excavation of planting areas, alternate locations for any planting shall be determined by the landscape architect.

- II. Installation of Planting Mix
  - A. Prior to the installation of the planting mix, install subsurface drains, irrigation main lines, lateral lines, and irrigation risers shown on the drawings.
  - B. The landscape architect shall review the preparation of subgrades prior to the installation of planting mix.
  - C. Do not proceed with the installation of planting mix until all utility work in the area has been installed.
  - D. Protect adjacent walks, walls, and utilities from damage or staining by the soil. Use 12-mm (1/2 in.) plywood and/or plastic sheeting as directed to cover existing concrete, metal, masonry work, and other items as directed during the progress of the work.
    - 1. Clean up any soil or dirt spilled on any paved surface at the end of each working day.
    - 2. Any damage to the paving or architectural work caused by the soils installation contractor shall be repaired by the general contractor at the soils installation contractors expense.
  - E. Till the subsoil into the bottom layer of topsoil or planting mix.
    - 1. Loosen the soil of the subgrade to a depth of 50 to 75 mm (2 to 3 in.) with a rototiller or other suitable device.
    - 2. Spread a layer of the specified topsoil or planting mix 50 mm (2 in.) deep over the subgrade. Thoroughly till the planting mix and the subgrade together.
    - 3. Immediately install the remaining topsoil or planting mix in accordance with the following specifications. Protect the tilled area from traffic. DO NOT allow the tilled subgrade to become compacted.
    - 4. In the event that the tilled area becomes compacted, till the area again prior to installing the planting mix.

- F. Install the remaining topsoil or planting mix in 200- to 250-mm (8- to 10-in.) lifts to the depths and shown on the drawing details. The depths and grades shown on the drawings are the final grades after soil settlement and shrinkage of the organic material. The contractor shall install the soil at a higher level to anticipate this reduction of soil volume, depending on predicted settling properties for each type of soil.
  - 1. Phase the installation of the soil such that equipment does not have to travel over already-installed topsoil or planting mixes.
  - 2. Compact each lift sufficiently to reduce settling but not enough to prevent the movement of water and feeder roots through the soil. The soil in each lift should feel firm to the foot in all areas and make only slight heel prints. Overcompaction shall be determined by the following field percolation test.
    - a. Dig a hole 250 mm (10 in.) in diameter and 250 mm (10 in.) deep.
    - b. Fill the hole with water and let it drain completely. Immediately refill the hole with water, and measure the rate of fall in the water level.
    - c. In the event that the water drains at a rate less than 25 mm (1 in.) per hour, fill the soil to a depth required to break the overcompaction.
    - d. The landscape architect shall determine the need for, and the number and location of percolation tests based on observed field conditions of the soil.

- 3. Maintain moisture conditions within the soils during installation to allow for satisfactory compaction. Suspend installation operations if the soil becomes wet. Do not place soils on wet subgrade.
- 4. Provide adequate equipment to achieve consistent and uniform compaction of the soils. Use the smallest equipment that can reasonably perform the task of spreading and compaction.
- 5. Add lime, sulfur, fertilizer, and other amendments during soil installation. Spread the amendments over the top layer of soil and till into the top 100 mm (4 in.) of soil.
- 6. Protect soil from overcompaction after placement. An area that becomes overcompacted shall be tilled to a depth of 125 mm (6 in.). Uneven or settled areas shall be filled and regraded.

- VI. Fine Grading
  - A. It shall be the responsibility of the Contractor to finish grade (min. 6" below adjacent F.F.E.). Finish grades in planting areas shall be one inch lower than adjacent paving and are to include 3" of mulching. New earthwork shall blend smoothly into the existing earthwork, and grades shall pitch evenly between spot grades. All planted areas must pitch to drain at a minimum of 1/4" per foot. Any discrepancies not allowing this to occur shall be reported to the Landscape Architect prior to continuing work.
  - B. Fill all dips and remove any bumps in the overall plane of the slope.
    - 1. The tolerance for dips and bumps in lawn areas shall be a 12-mm (1/2 in.) deviation from the plane in 3,000 mm (10 ft).
    - 2. The tolerance for dips and bumps in shrub planting areas shall be a 25-mm (1 in.) deviation from the plane in 3,000 mm (10 ft).
    - 3. All fine grading shall be inspected and approved by the landscape architect prior to planting, mulching, sodding, or seeding.
  - C. Berms shall not be placed within 10' of any existing tree nor will it be allowed to encroach upon any utility, drainage, or maintenance easement. Berming shall not impede or obstruct any necessary swales needed to drain other areas for the property.

- IV. Planting Operations
  - A. Plants shall be set on flat-tamped or unexcavated pads at the same relationship to finished grade as they were to the ground from which they were dug, unless otherwise noted on the drawings. Plants must be set plumb and braced in position until topsoil or planting mix has been placed and tamped around the base of the root ball. Improper compacting of the soil around the root ball may result in the tree settling or leaning. Plants shall be set so that they will be at the same depth and so that the root ball does not shift or move laterally one year later.
    - 1. Determine the elevation of the root flare and ensure that it is planted at grade. This may require that the tree be set higher than the grade in the nursery.
    - 2. If the root flare is less than 50 mm (2 in.) below the soil level of the root ball, plant the tree the appropriate level above the grade to set the flare even with the grade. If the flare is more than 50 mm (2 in.) at the center of the root ball the tree shall be rejected.
  - B. Lift plants only from the bottom of the root balls or with belts or lifting harnesses of sufficient width not to damage the root balls. Do not lift trees by their trunk or use the trunk as a lever in positioning or moving the tree in the planting area.
  - C. Remove plastic, paper, or fiber pots from containerized plant material. Pull roots out of the root mat. Loosen the potting medium and shake away from the root mat. Immediately after removing the container, install the plant such that the roots do not dry out.
  - D. The roots of bare-root trees shall be pruned at the time of planting to remove damaged or undesirable roots (those likely to become a detriment to future growth of the root system). Bare-root trees shall have the roots spread to approximate the natural position of the roots and shall be centered in the planting pit. The planting-soil backfill shall be worked firmly into and around the roots, with care taken to fill in completely with no air pockets.
  - E. Cut ropes or strings from the top of shrub root balls and trees smaller than 3 in. caliper after plant material has been set. Remove burlap or cloth wrapping and any wire baskets from around top half of balls. Do not turn under and bury portions of burlap at top of ball.
    - 1. Do not immediately remove the ropes and burlap from trees larger than 3 in. caliper. Return to each tree three months after planting and cut all ropes around the trunks and tops of the root balls of these trees.
    - 2. Completely remove any waterproof or water-repellant strings or wrappings from the root ball and trunk before backfilling.

- F. Set balled and burlapped trees in the hole with the north marker facing north unless otherwise approved by the landscape architect.
- G. Place native soil, topsoil, or planting mix into the area around the tree, tamping lightly to reduce settlement.
  - 1. For plants planted in individual holes in existing soil, add any required soil amendments to the soils, as the material is being backfilled around the plant. Ensure that the amendments are thoroughly mixed into the backfill.
  - 2. For plants planted in large beds of prepared soil, add soil amendments during the soil installation process.
- 3. Ensure that the backfill immediately around the base of the root ball is tamped with foot pressure sufficient to prevent the root ball from shifting or leaning.
- H. Solid sod shall be laid with closely abutting joints with a tamped or rolled, even surface. Stagger strips to offset joints in adjacent courses. Bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. Sod along slopes shall be pegged to hold sod in place along slopes or banks a wood peg acceptable to the Landscape Architect shall be used as no additional cost to the Owner. If, in the opinion of the Landscape Architect, top-dressing is necessary after rolling, clean sand will be evenly applied over the entire surface and thoroughly washed in without additional charge.
- I. Thoroughly water all plants immediately after planting. Apply water by hose directly to the root ball and the adjacent soil.
- J. Remove all tags, labels, strings, etc. from all plants.
- K. Remove any excess soil, debris, and planting material from the job site at the end of each workday.
- L. Form watering saucers 100 mm (4 in.) high immediately outside the area of the root ball of each tree as indicated on the drawings.

- V. Relocation of Existing Material:
  - A. Landscape Contractor shall root prune trees which are to be relocated in accordance with approved horticultural practices and the following procedures.
    - 1. Select a healthy tree
    - 2. Selectively trim the canopy removing dead limbs, cross branching over crowned areas, and lower undesirable limbs. Fertilize and water trees before pruning.
    - 3. Root prune 50% of the root system approximately 18"-2" deep (depending upon species and size). This is done by hand with sharp hand tools or a root pruning saw. The diameter of the root ball to be pruned is 8-12 inches per every one inch of diameter at breast height of the tree.
    - 4. Back fill the existing soil with peat moss to stimulate new root growth of the pruned roots.
    - 5. Water in thoroughly and treat with a mycorrhizae and a low nitrogen fertilizer (so not to burn the pruned roots). Brace trees if deemed necessary.
    - 6. The root pruned tree should be watered every day (especially during warm months of the season), the equivalent of 5 gallons for every DBH of tree per day.
    - 7. Root pruned trees should be left to stand for a minimum of 6 weeks for trees less than 8" DBH and as long as 3 months for larger specimens prior to transplanting.
    - 8. For best results and survivorship, new root growth should be evident on root pruned trees prior to transplanting.
    - 9. Upon transplanting, water should be applied every day as outlined in step 6 for at least one year.

- VI. Staking and Guying
  - A. The Contractor shall stake all trees and palms in accordance with the tree and palm staking details provided within the plan drawings. Alternate methods of guying or staking may be employed with the prior approval of the Landscape Architect.
  - B. The Contractor shall be responsible for the replacement or adjustment of all trees, palms or shrubs that fall or lean during the guarantee period. The Contractor shall be responsible for any damage caused by the falling or leaning of trees.
  - C. Stakes and guys shall be installed immediately upon approval or planting, and shall be removed in accordance with the staking details provide within the plan drawings. Any tree that is not stable at the end of the warranty period shall be rejected.

- VII. Pruning
  - A. Plants shall not be heavily pruned at the time of planting. Pruning is required at planting time to correct defects in the tree structure, including removal of injured branches, watersprouts, suckers, and interfering branches. Healthy lower branches and interior small twigs should not be removed except as necessary to clear walks and roads. In no case should more than one-quarter of the branching structure be removed. Retain the normal or natural shape of the plant.
  - B. All pruning shall be completed using clean, sharp tools. All cuts shall be clean and smooth, with the bark intact with no rough edges or tears.
  - C. Pruning of large trees shall be done from a hydraulic man-lift such that it is not necessary to climb the tree.
- VIII. Mulching
  - A. All trees, palms, shrubs, and other plantings will be mulched with mulch previously approved by the landscape architect. The mulch shall be a minimum 3" thick layer over all tree, shrub and ground cover planting areas, unless otherwise specified. All mulch layers shall be of the specified thickness at the time of the final acceptance of the work. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.
  - B. Place mulch at least 3" in depth in a circle around all trees located in lawn areas. The diameter of the circle shall be 18" in diameter larger than the ball of the plant provided. Mulch must not be placed within 3 inches of the trunks of trees, palms or shrubs.
- IX. Maintenance of Trees, Shrubs, and Vines
  - A. Maintenance shall begin immediately after each plant is planted and continue until its acceptance has been confirmed by the landscape architect.
  - B. Maintenance shall consist of pruning, watering, cultivating, weeding, mulching, fertilizing, lightning and repairing guys and stakes, resetting plants to proper grades or upright position, restoring of the planting saucer, and furnishing and applying such sprays or other materials as necessary to keep plantings free of insects and diseases and in vigorous condition.
  - C. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If a plant becomes damaged or injured, it shall be treated or replaced as directed by the landscape architect at no additional cost.
  - D. Watering: Contractor shall irrigate as required to maintain vigorous and healthy tree growth. Overwatering or flooding shall not be allowed. The contractor shall monitor, adjust, and use existing irrigation facilities, if available, and furnish any additional material, equipment, or water to ensure adequate irrigation. Root balls of all trees and large shrubs shall be spot watered using handheld hoses during the first four months after planting, as required to ensure adequate water within the root ball.
  - E. During periods of restricted water usage, all governmental regulations (permanent and temporary) shall be followed. The contractor may have to transport water from ponds or other sources, at no additional expense to the owner when irrigation systems are unavailable.
  - F. Remove soil ridges from around watering basins prior to end of maintenance period, as directed by Landscape Architect
- X. Acceptance
  - A. The landscape architect shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten calendar days before the anticipated date of inspection.
  - B. Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
  - C. Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the landscape architect, the landscape architect shall certify in writing that the work has been accepted.
- XI. Acceptance in Part
  - A. Work may be accepted in parts when the landscape architect and contractor deem that practice to be in their mutual interest. Approval must be given in writing by the landscape architect to the contractor verifying that the work is to be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.
- XII. Guarantee Period and Replacements
  - A. The guarantee period for trees and shrubs shall begin at the date of acceptance.
  - B. The contractor shall guarantee all plant material to be in healthy and flourishing condition for a period of one year from the date of acceptance.
  - C. When work is accepted in parts, the guarantee periods extend from each of the partial acceptances to the terminal date of the guarantee of the last acceptance. Thus, all guarantee periods terminate at one time.
  - D. The contractor shall replace, without cost, as soon as weather conditions permit, and within a specified planting period, all plants determined by the landscape architect to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.
  - E. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the landscape architect may elect subsequent replacement or credit for that item.
  - F. At the end of the guarantee, the contractor shall reset grades that have settled below the proposed grades on the drawings.
  - G. The contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. If changes are recommended, they shall be submitted in writing to the landscape architect. Claims by the contractor that the owners maintenance practices or lack of maintenance resulted in dead or dying plants will not be considered if such claims have not been documented by the contractor during the guarantee period.
- XIII. Final Inspection and Final Acceptance
  - At the end of the guarantee period and upon written request of the contractor, the landscape architect will inspect all guaranteed work for final acceptance. The request shall be received at least ten calendar days before the anticipated date for final inspection.



























VIEW LOOKING NORTH EAST FROM 10TH AVE.

RENDERING

SITE PLAN SUBMITTAL 12/12/2020	BY
SITE PLAN RESUBMITTAL 02/05/2021	
SITE PLAN RESUBMITTAL 03/17/2021	

GOLDEN ROAD  
APARTMENTS

FOR:  
LANDMARK RESIDENTIAL MANAGEMENT, LLC  
LOCATED AT:  
LAKE WORTH BEACH

George Mouriz  
Digitally signed by George Mouriz  
Date: 2021.03.17 15:55 -0400

MSA ARCHITECTS, INC.  
AAC000895  
8950 SW 74th COURT  
SUITE 3153  
MIAMI, FLORIDA 33156  
(305) 273-9911

**MSA ARCHITECTS**  
ARCHITECTURE & PLANNING

DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	RENDERING
SHEET NUMBER:	A-0.1

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SITE PLAN SUBMITTAL 12/12/2020	BY
SITE PLAN RESUBMITTAL 02/05/2021	
SITE PLAN RESUBMITTAL 03/17/2021	

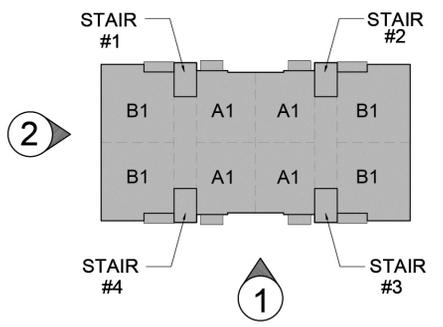
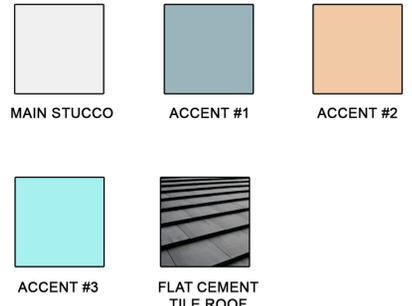


1 FRONT / REAR ELEVATION



2 SIDE ELEVATION

COLOR SCHEME



KEYPLAN  
N.T.S

BUILDING TYPE I - ELEVATIONS  
SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS  
FOR: LANDMARK RESIDENTIAL MANAGEMENT, LLC  
LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
Date: 2021.03.17 10:50:04 -0400

GEORGE L. MOURIZ  
AR0007606

MSA ARCHITECTS, INC.  
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8850 SW 74th COURT  
MIAMI, FLORIDA 33156  
(305) 273-9911

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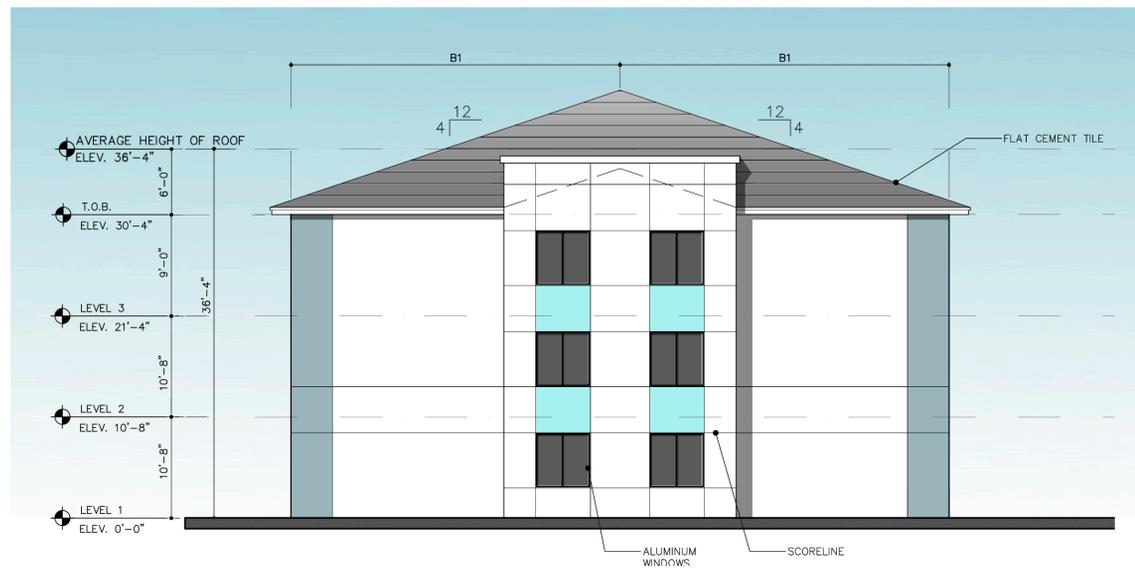
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SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	ELEVATIONS
SHEET NUMBER:	A-3.1.1

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12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	

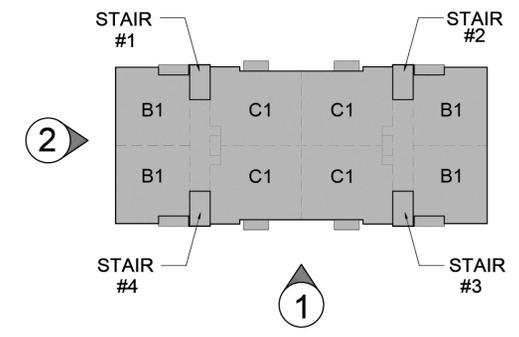
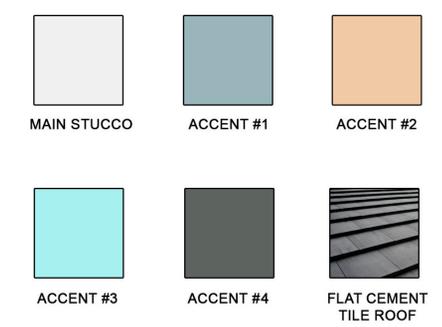


1 FRONT / REAR ELEVATION



2 SIDE ELEVATION

COLOR SCHEME



KEYPLAN

N.T.S.

BUILDING TYPE II - ELEVATIONS  
SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS  
 FOR: ANDMARK RESIDENTIAL MANAGEMENT, LLC  
 LOCATED AT: LAKE WORTH BEACH  
 Digitally signed by George Mouriz  
 10/25/2021 03:17:04'00"  
 GEORGE L. MOURIZ  
 AR0007806

MSA ARCHITECTS, INC.  
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 8950 SW 74th COURT  
 MIAMI, FLORIDA 33156  
 (305) 273-9911

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SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:  
ELEVATIONS

SHEET NUMBER:  
**A-3.2.1**

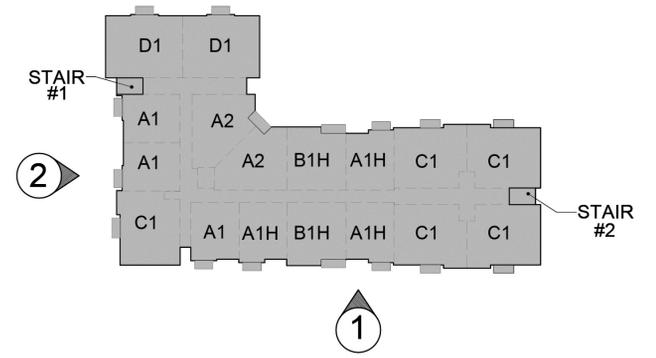
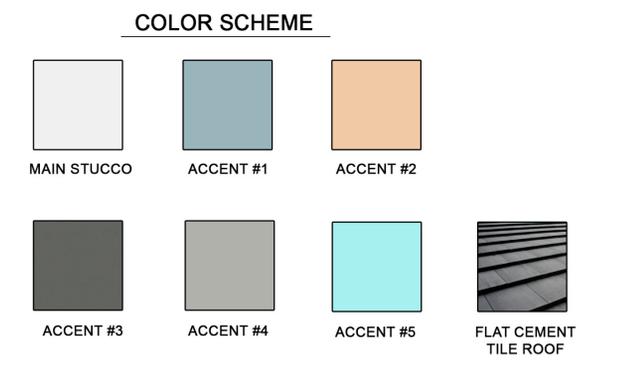
SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	



1 FRONT ELEVATION



2 SIDE ELEVATION



KEYPLAN  
N.T.S.

NOTE: ROOF EQUIPMENT TO BE SCREENED BY PARAPET  
(SEE ROOF PLANS FOR A/C LOCATION)

BUILDING TYPE III - ELEVATIONS  
SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS  
FOR: GRANDMARK RESIDENTIAL MANAGEMENT, LLC  
LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
Date: 2021.03.17 16:06:04 -0400

GEORGE L. MOURIZ  
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DATE	
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JOB NO.	1998.PRJ
SHEET TITLE:	
ELEVATIONS	
SHEET NUMBER:	
A-3.3.1	

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SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

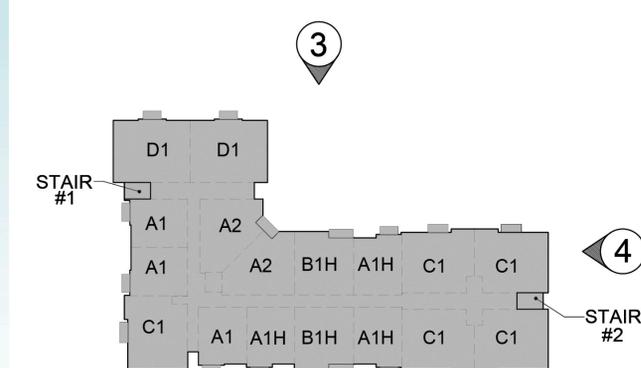
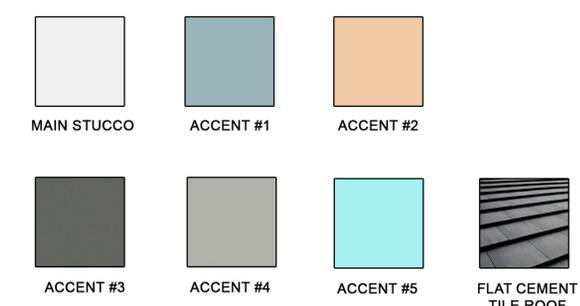


3 REAR ELEVATION



4 SIDE ELEVATION

COLOR SCHEME



KEYPLAN

N.T.S.

NOTE: ROOF EQUIPMENT TO BE SCREENED BY PARAPET (SEE ROOF PLANS FOR A/C LOCATION)

BUILDING TYPE III - ELEVATIONS

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

GOLDEN ROAD APARTMENTS

FOR: GRANDMARK RESIDENTIAL MANAGEMENT, LLC  
LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
Date: 2021.03.17 10:04:00

GEORGE L. MOURIZ  
AR0007806

MSA ARCHITECTS, INC.  
AAC000895  
8950 SW 74th COURT  
MIAMI, FLORIDA 33156  
(305) 273-9911

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ARCHITECTURE & PLANNING

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DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	ELEVATIONS
SHEET NUMBER:	A-3.3.2

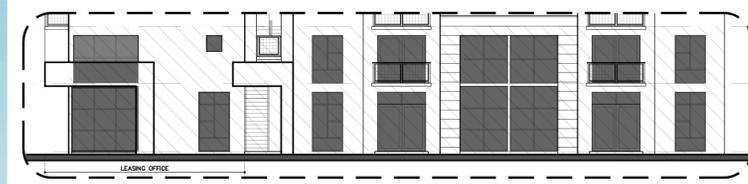
SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	



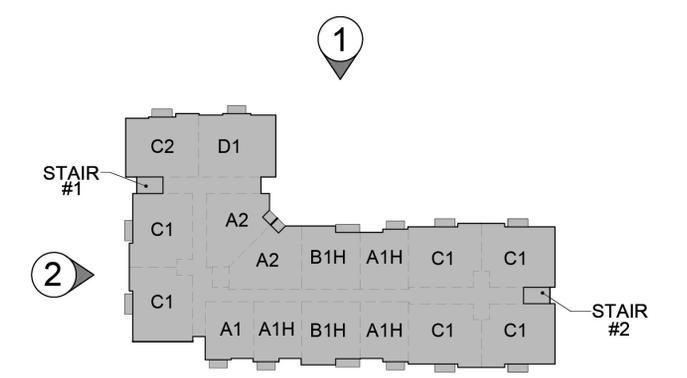
1 SIDE ELEVATION



2 FRONT ELEVATION



2,383 sf 1,057 sf (44%)  
PROVIDED GLAZING DIAGRAM (FRONT ELEV.)  
N.T.S.



KEYPLAN  
N.T.S.

**COLOR SCHEME**

MAIN STUCCO	ACCENT #1	ACCENT #2	ACCENT #3	ACCENT #4	ACCENT #5	FLAT CEMENT TILE ROOF

NOTE: ROOF EQUIPMENT TO BE SCREENED BY PARAPET  
(SEE ROOF PLANS FOR A/C LOCATION)

**BUILDING TYPE III-HYBRID - ELEVATIONS**

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

**GOLDEN ROAD APARTMENTS**  
FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz** Date: 2021.03.17 14:04:00

GEORGE L. MOURIZ  
AR0007806

MSA ARCHITECTS, INC.  
AC0000895  
8950 SW 74th COURT  
SUITE 1513  
MIAMI, FLORIDA 33156  
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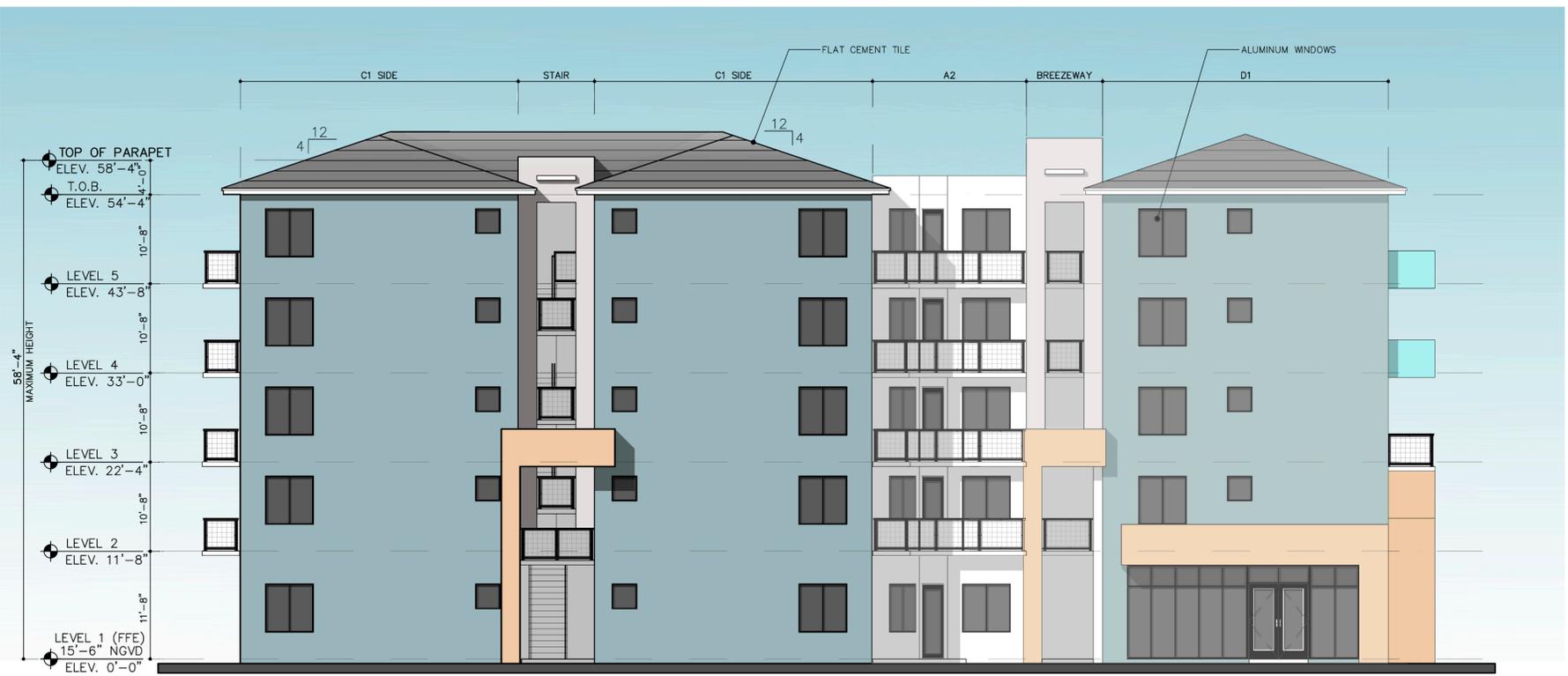
SHEET TITLE:  
ELEVATIONS

SHEET NUMBER:  
**A-3.3A.1**

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	



3 REAR ELEVATION

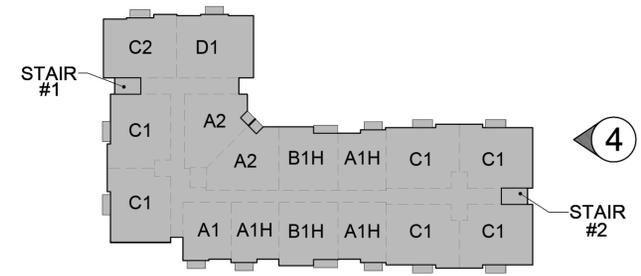


4 SIDE ELEVATION

NOTE: ROOF EQUIPMENT TO BE SCREENED BY PARAPET (SEE ROOF PLANS FOR A/C LOCATION)

COLOR SCHEME

MAIN STUCCO	ACCENT #1	ACCENT #2	
ACCENT #3	ACCENT #4	ACCENT #5	FLAT CEMENT TILE ROOF



KEYPLAN

N.T.S.

BUILDING TYPE III-HYBRID - ELEVATIONS

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

GOLDEN ROAD APARTMENTS  
 FOR:  
 HANDBRAND MARK RESIDENTIAL MANAGEMENT, LLC  
 LOCATED AT:  
 LAKE WORTH BEACH

Digitally signed by George Mouriz  
 Date: 2021.03.17 13:04:00  
 GEORGE L. MOURIZ  
 AR007806

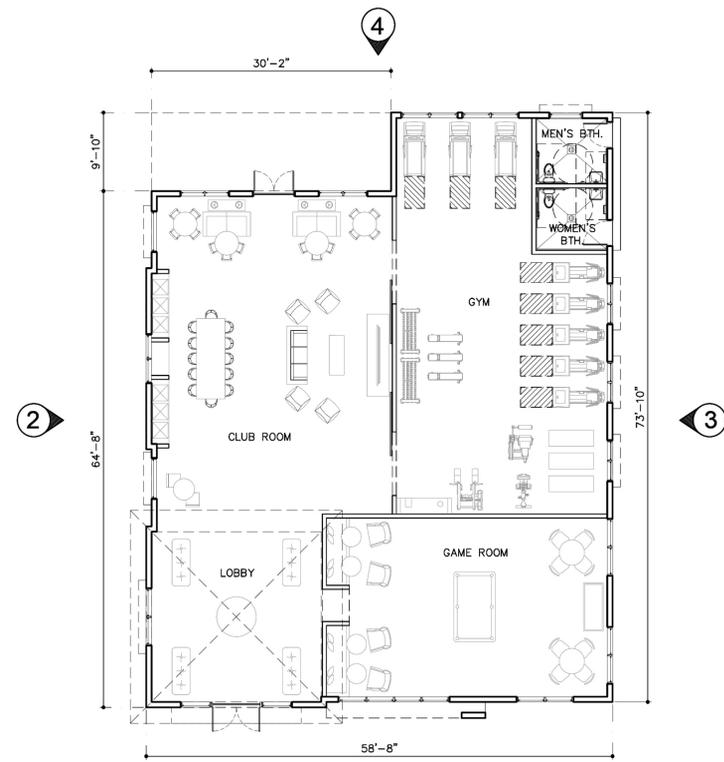
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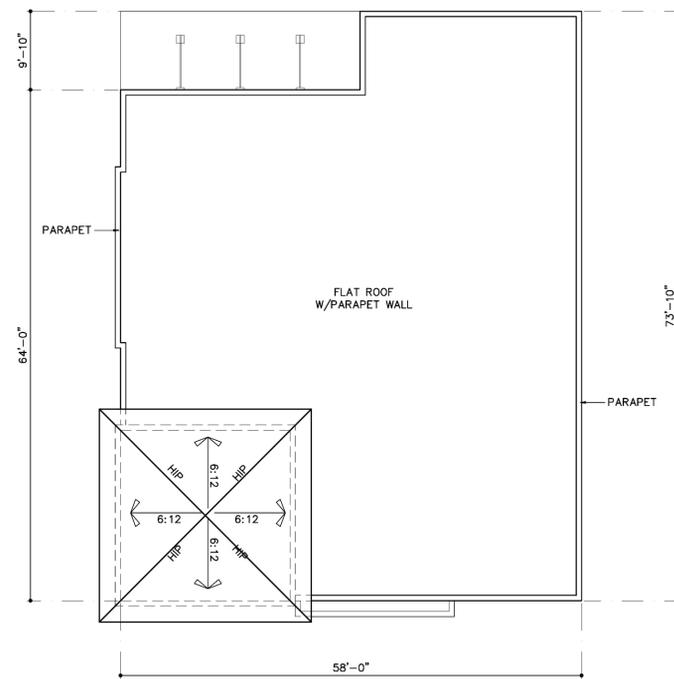
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	ELEVATIONS
SHEET NUMBER:	A-3.3A.2

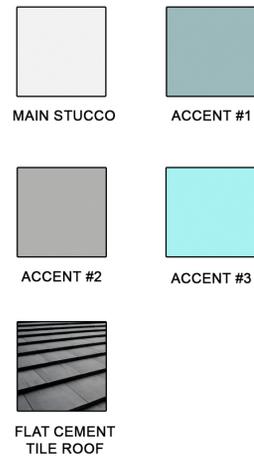


FLOOR PLAN



ROOF PLAN

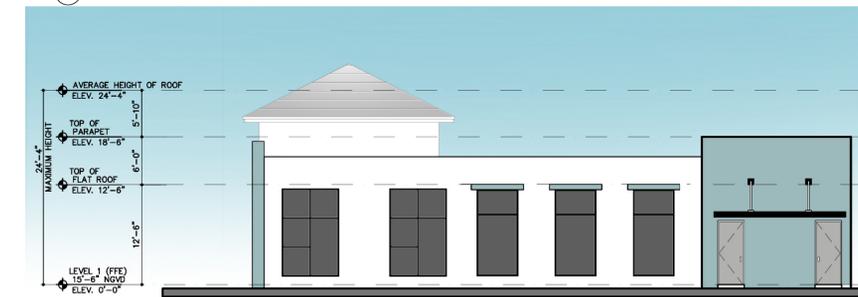
COLOR SCHEME



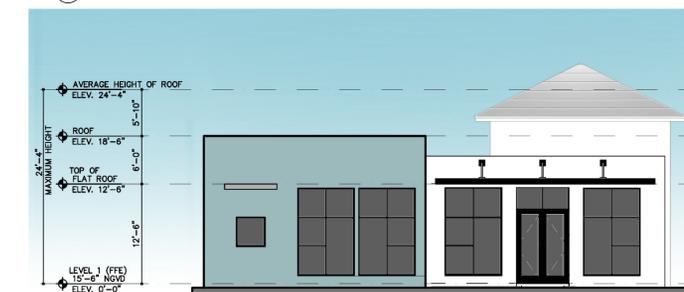
1 FRONT ELEVATION



2 SIDE ELEVATION



3 SIDE ELEVATION



4 REAR ELEVATION

CLUBHOUSE

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

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	

GOLDEN ROAD APARTMENTS  
 FOR: MIDMARK RESIDENTIAL MANAGEMENT, LLC  
 LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
 Date: 2021.03.17 11:55:0400  
 GEORGE L. MOURIZ  
 AR0007806

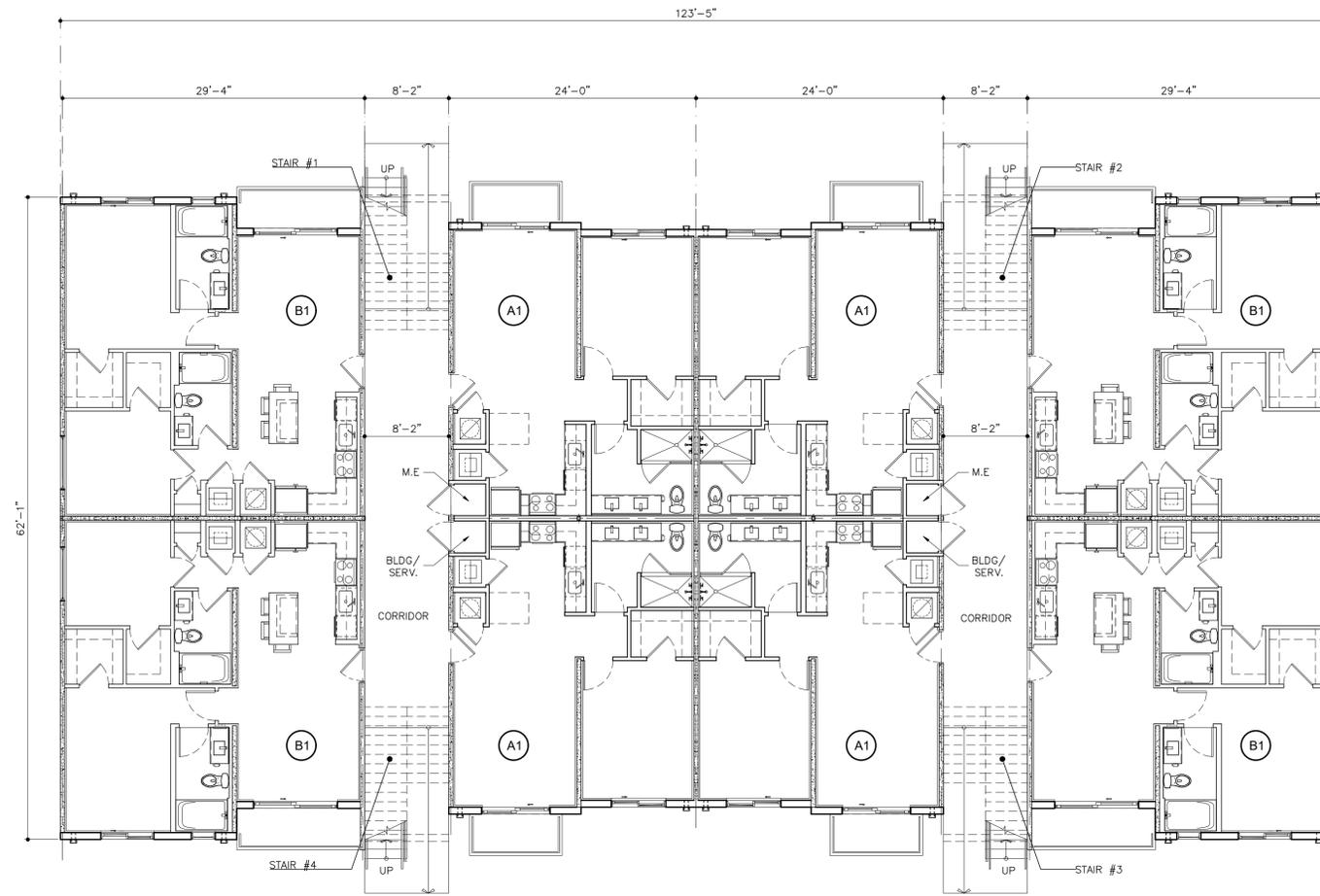
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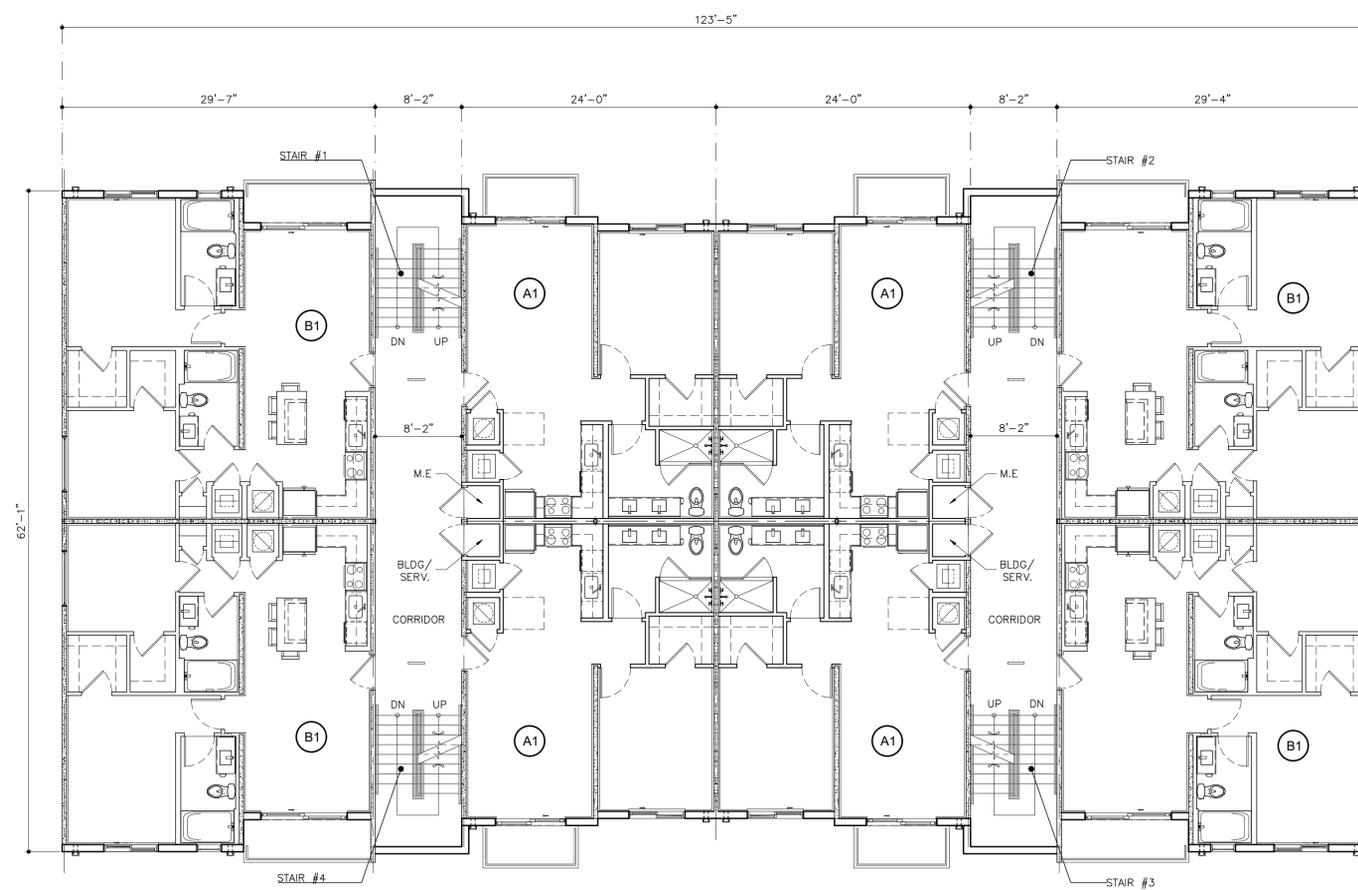
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	CLUBHOUSE
SHEET NUMBER:	CH-2.1



LEVEL 1



LEVEL 2

**BUILDING TYPE I**

3 STORIES / 24 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz** Date: 2023.17.10 10:53:04-0400

GEORGE L. MOURIZ  
AR0007806

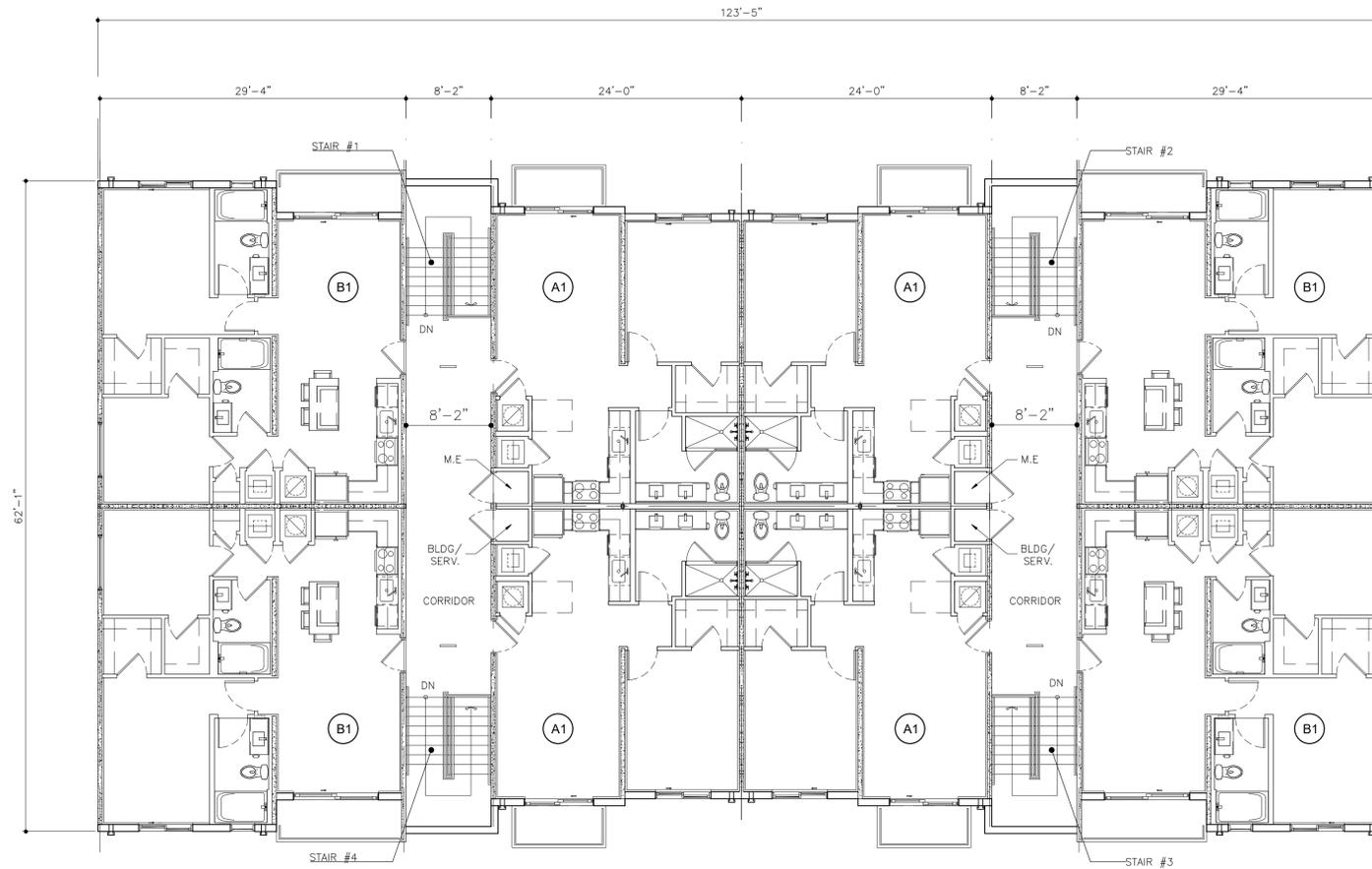
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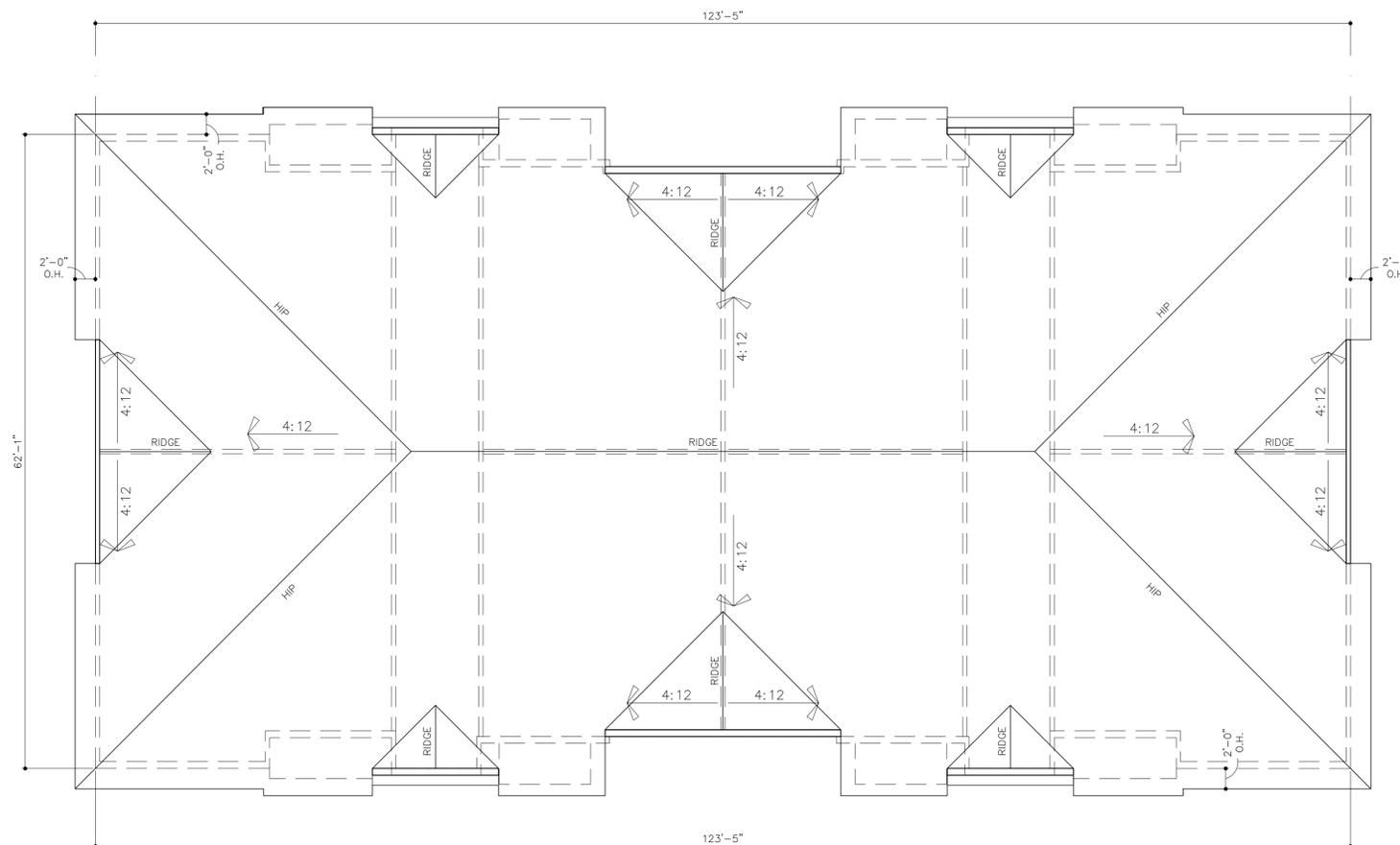
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	<b>BUILDING PLANS TYPE I</b>
SHEET NUMBER:	<b>A-2.1.1</b>



LEVEL 3



ROOF

**BUILDING TYPE I**

3 STORIES / 24 DU'S

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

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz**  
Date: 2021.03.17 10:58:04-0500

GEORGE L. MOURIZ  
AR0007806

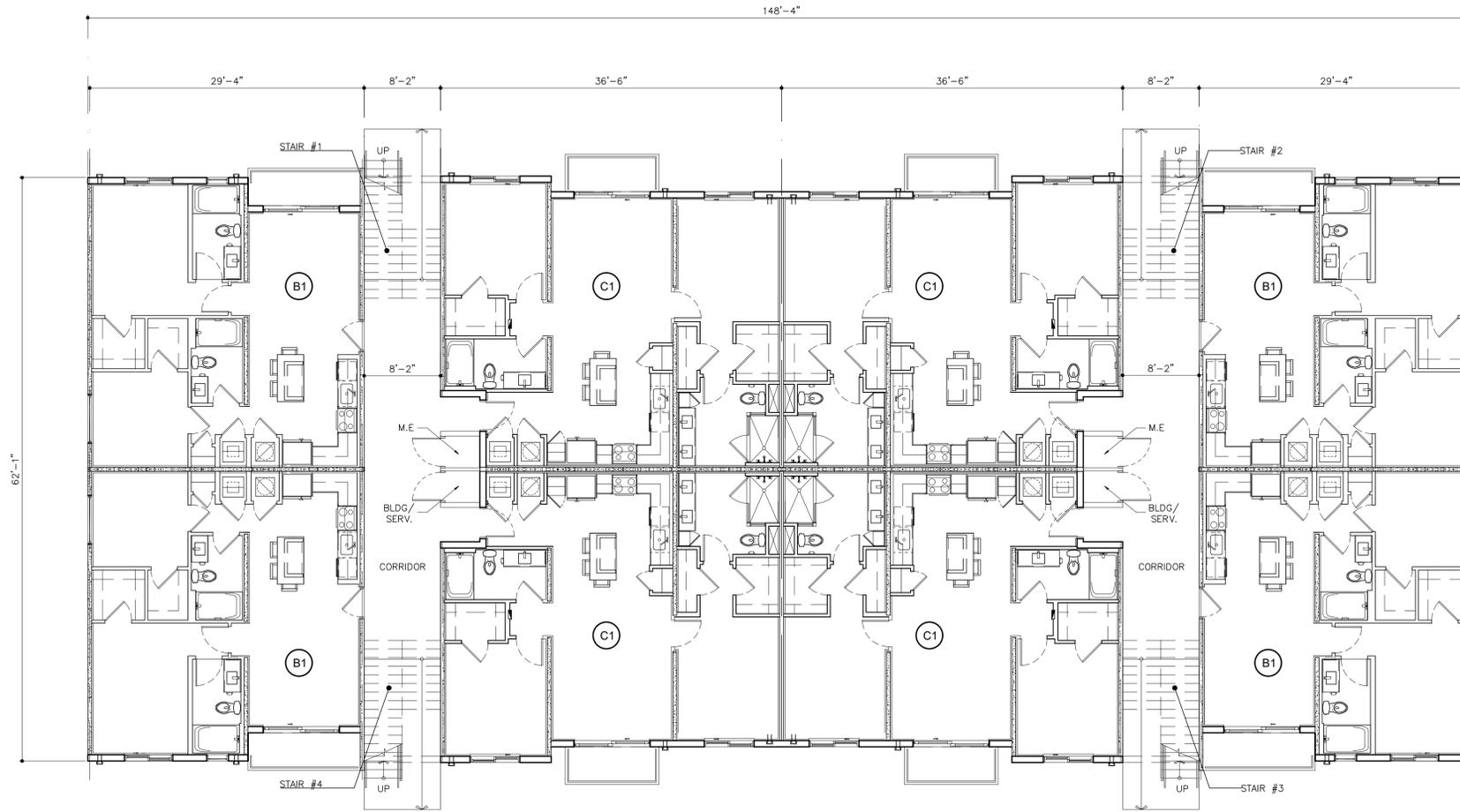
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(305) 273-9911

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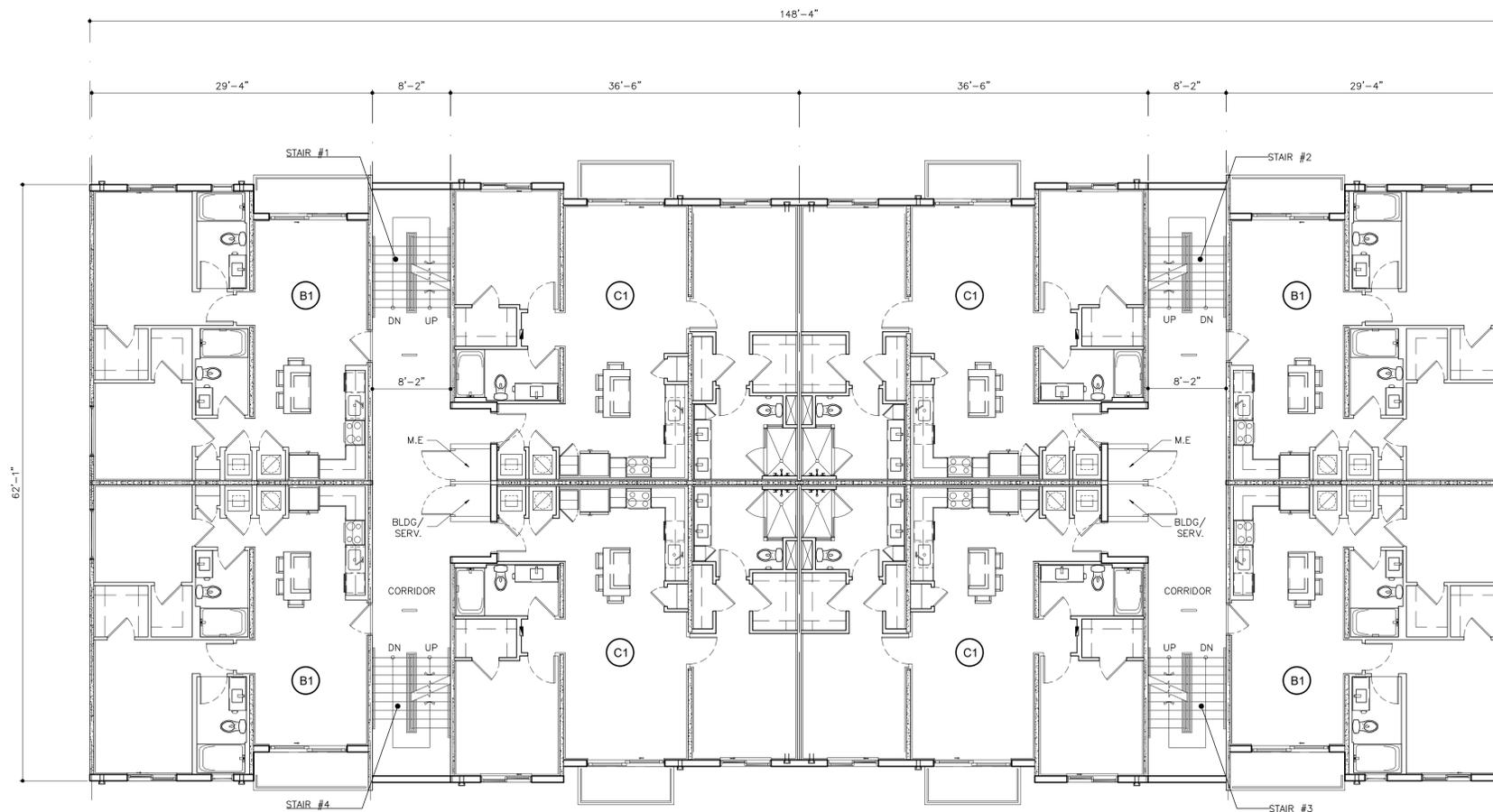
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

<b>SHEET TITLE:</b>	BUILDING PLANS TYPE I
<b>SHEET NUMBER:</b>	A-2.1.2



LEVEL 1



LEVEL 2

**BUILDING TYPE II**

3 STORIES / 24 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz  
Date: 03.17.2021 10:04:00  
GEORGE L. MOURIZ  
AR0007806

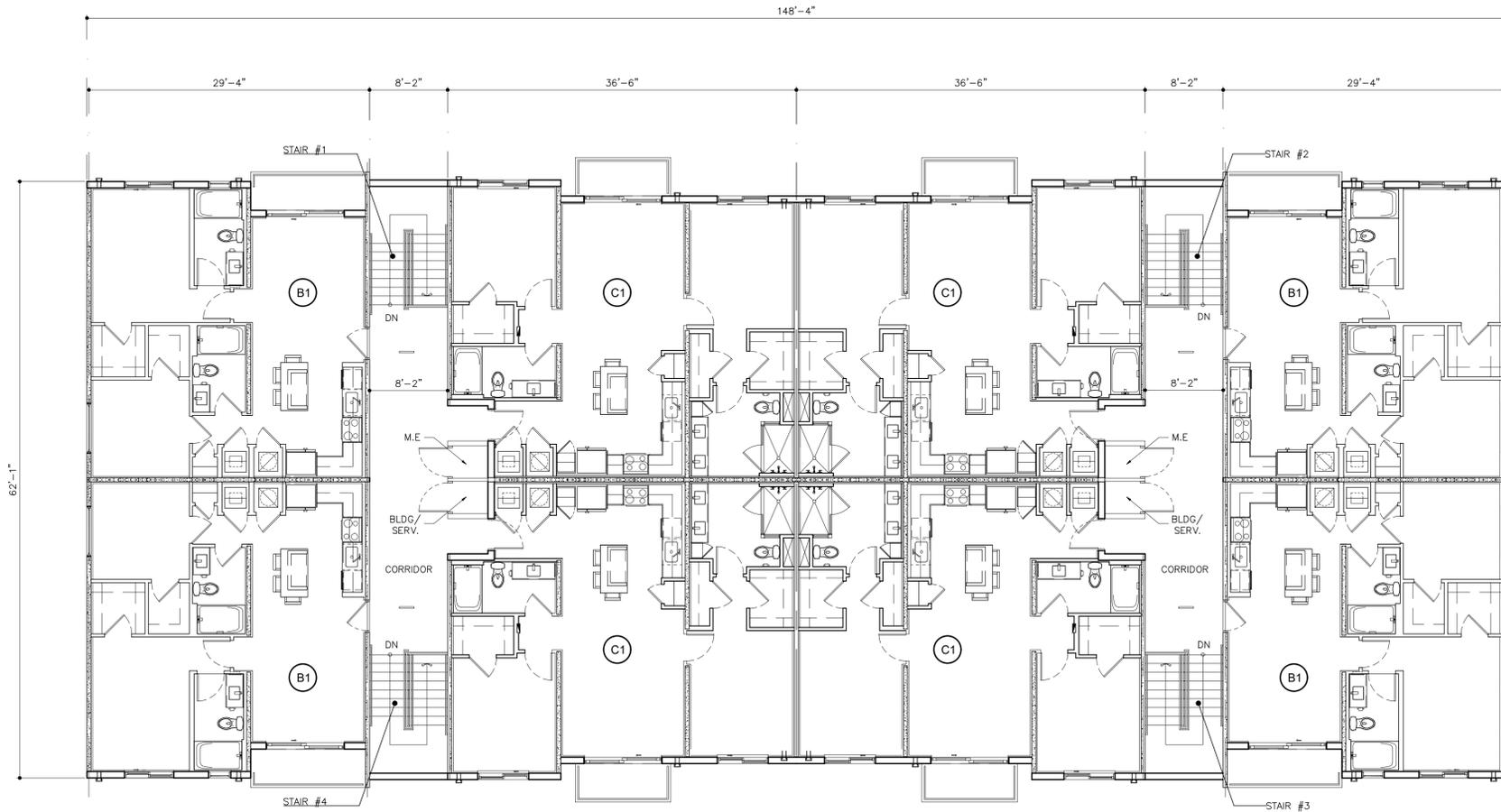
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8950 SW 74th COURT  
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MIAMI, FLORIDA 33156  
(305) 273-9911

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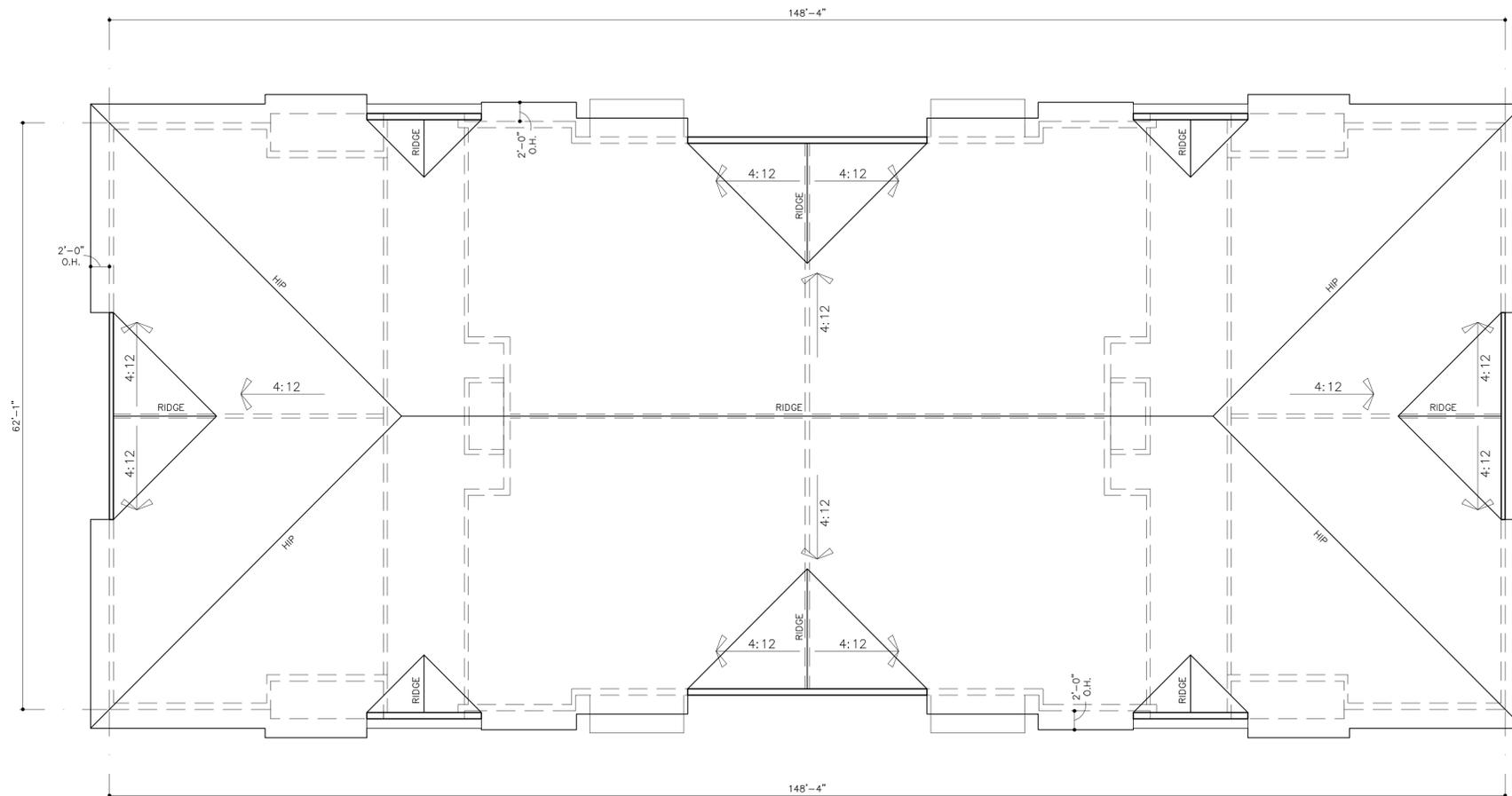
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DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	<b>BUILDING PLANS TYPE II</b>
SHEET NUMBER:	<b>A-2.2.1</b>



LEVEL 3



ROOF

**BUILDING TYPE II**  
3 STORIES / 3 STORY SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz** on 2021.03.17 09:01:00

GEORGE L. MOURIZ  
AR0007806

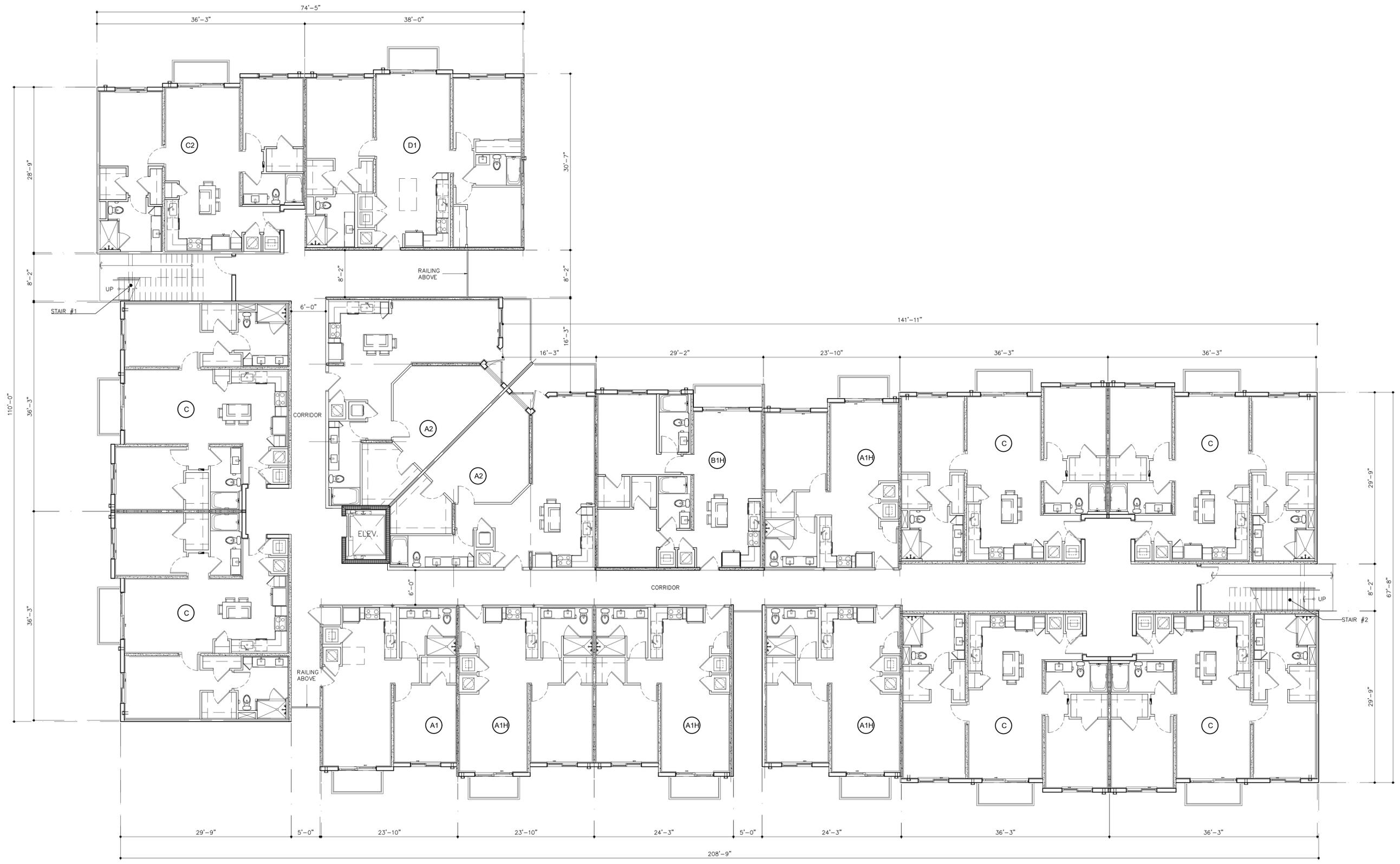
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	<b>BUILDING PLANS</b> TYPE II
SHEET NUMBER:	<b>A-2.2.2</b>



LEVEL 1

**BUILDING TYPE III**

5 STORY / 80 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
 LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz**  
 Date: 2021.03.17 10:40:40  
 GEORGE L. MOURIZ  
 AR0007806

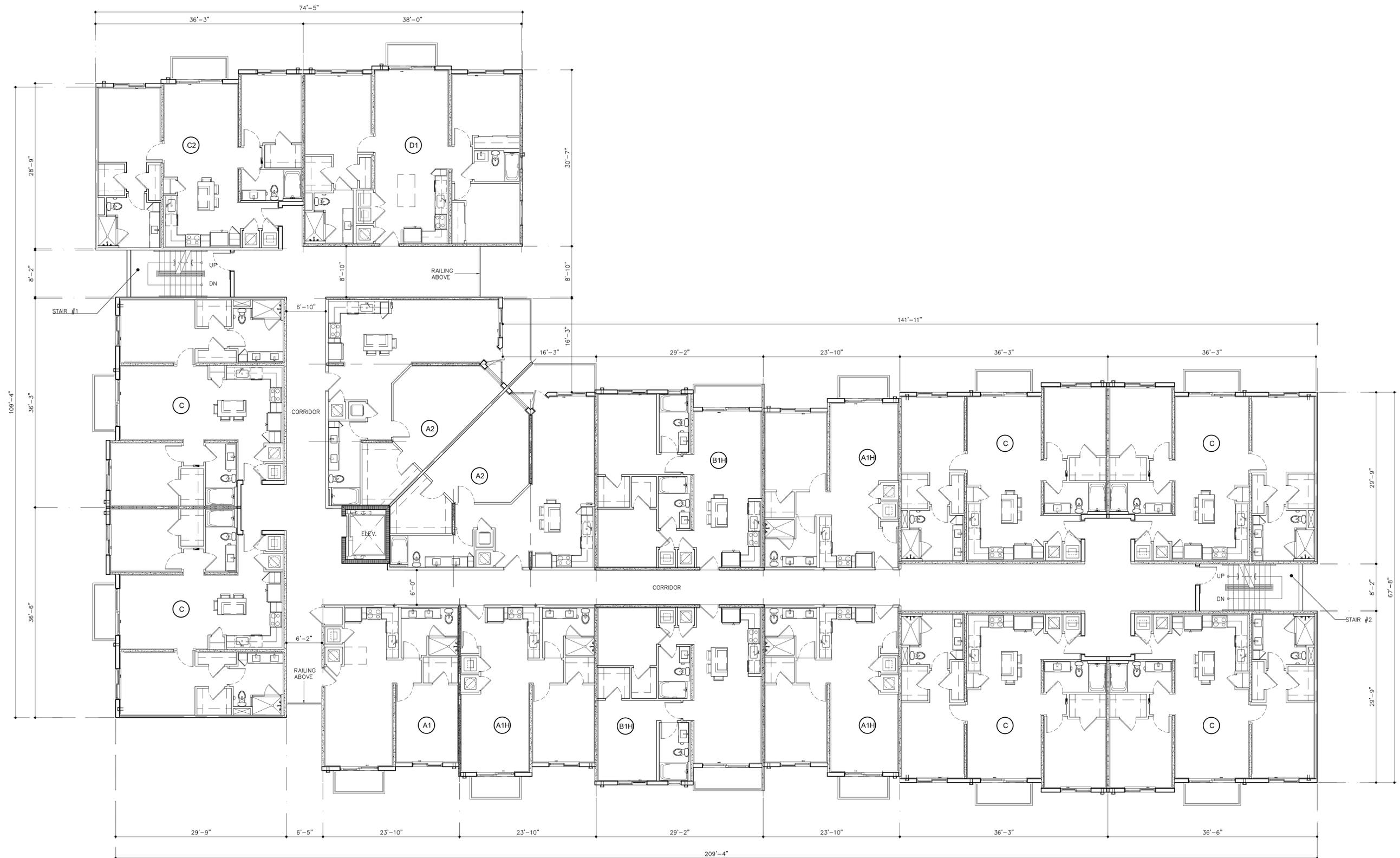
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DATE	
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	<b>BUILDING PLANS</b> TYPE III
SHEET NUMBER:	<b>A-2.3.1</b>



LEVEL 2-5

**BUILDING TYPE III**

5 STORY / 80 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**  
 FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
 LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz  
 Date: 2021.03.17 16:04:00  
 GEORGE L. MOURIZ  
 AR0007806

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 (305) 273-9911

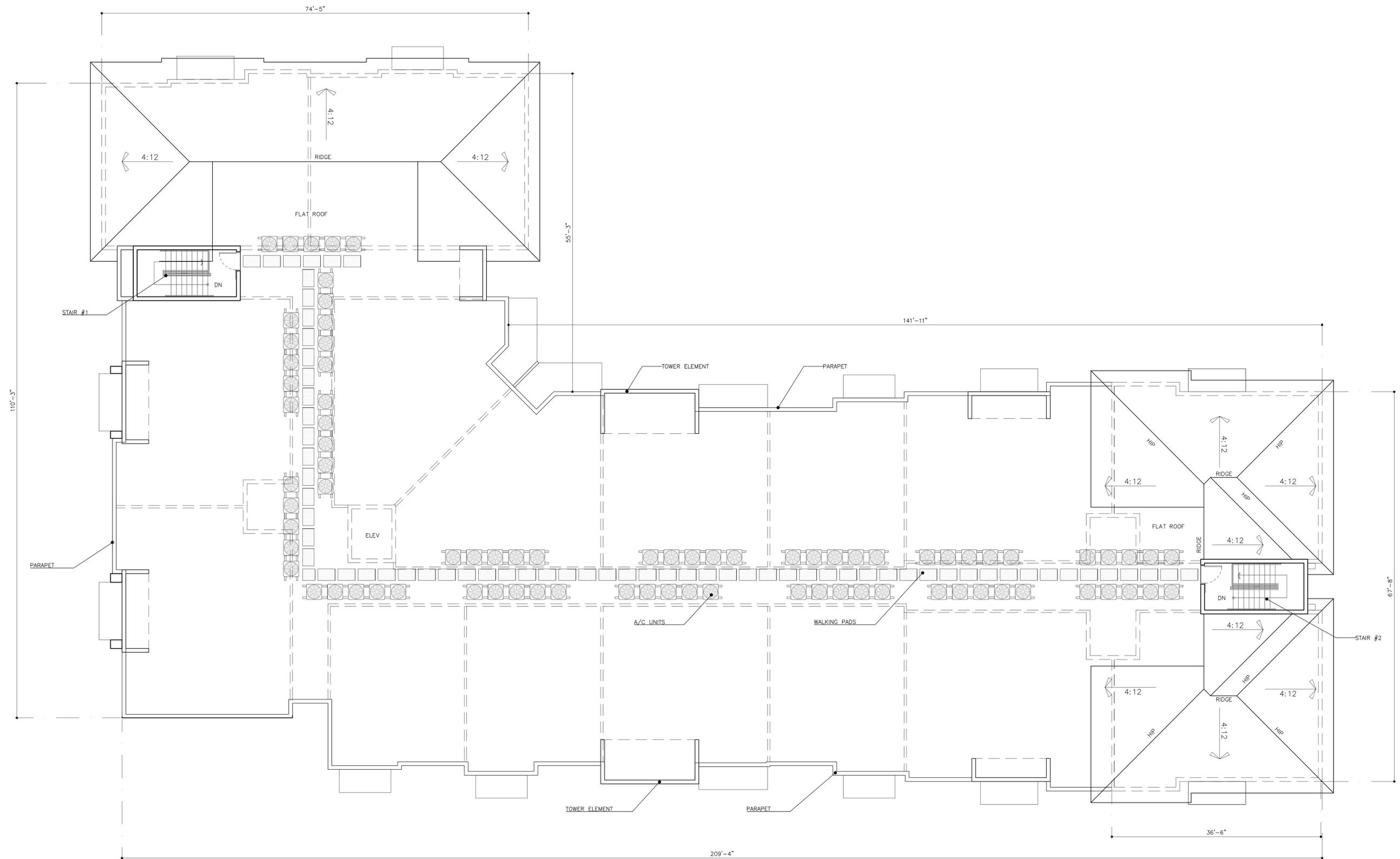
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DATE	AS SHOWN
SCALE	1998.PRJ
JOB NO.	
SHEET TITLE:	

**BUILDING PLANS**  
 TYPE III

SHEET NUMBER:  
**A-2.3.2**



ROOF

**BUILDING TYPE III**

5 STORY / 80 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz  
  
 GEORGE L. MOURIZ  
 AR0007806

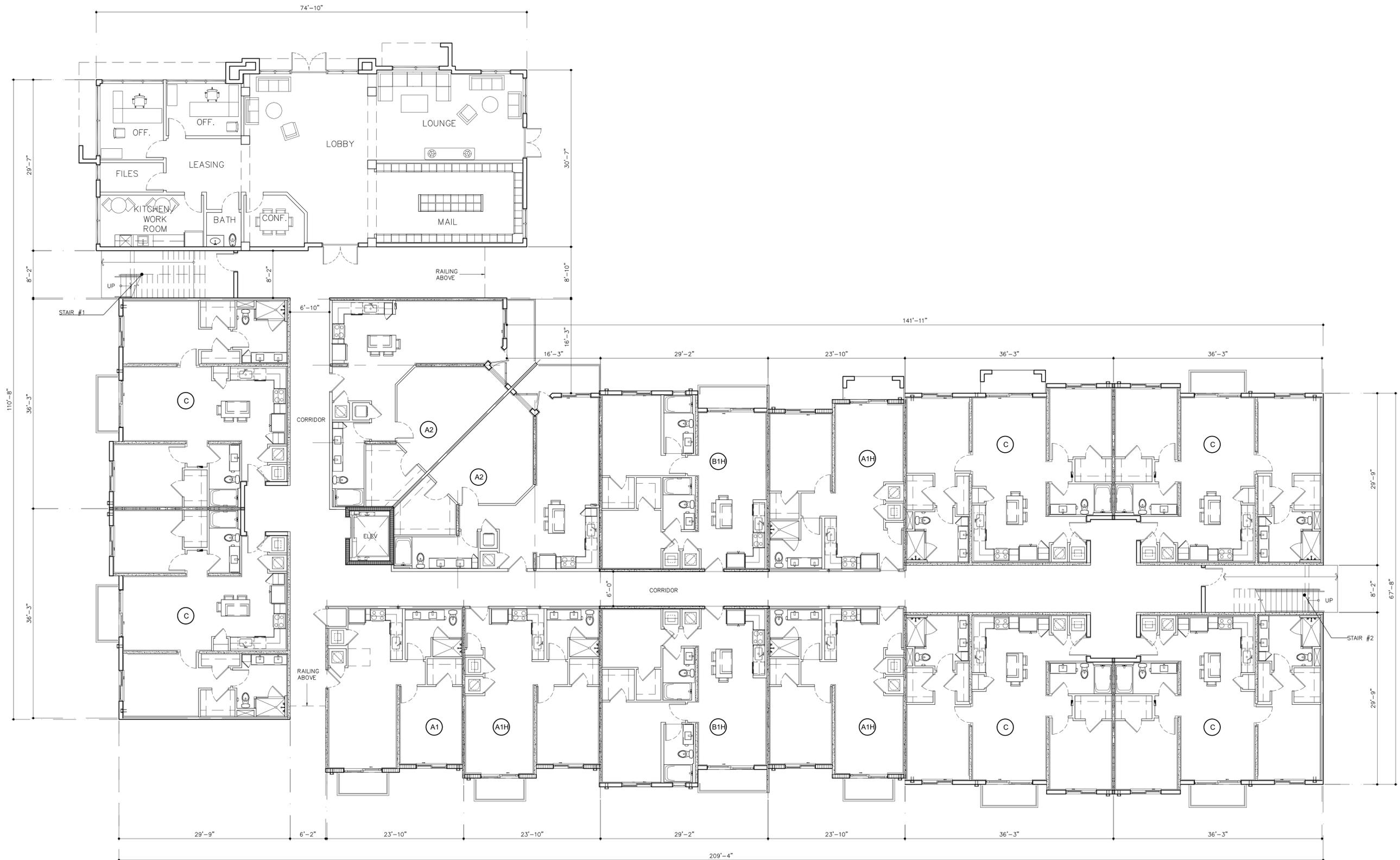
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	ROOF PLAN TYPE III
SHEET NUMBER:	A-2.3.3



LEVEL 1

**BUILDING TYPE III-HYBRID**  
5 STORY / 78 DU'S

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

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz on 2021.03.17 10:04:00 -0400

GEORGE L. MOURIZ  
AR0007806

MSA ARCHITECTS, INC.  
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8950 SW 74th COURT  
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MIAMI, FLORIDA 33156  
(305) 273-9911

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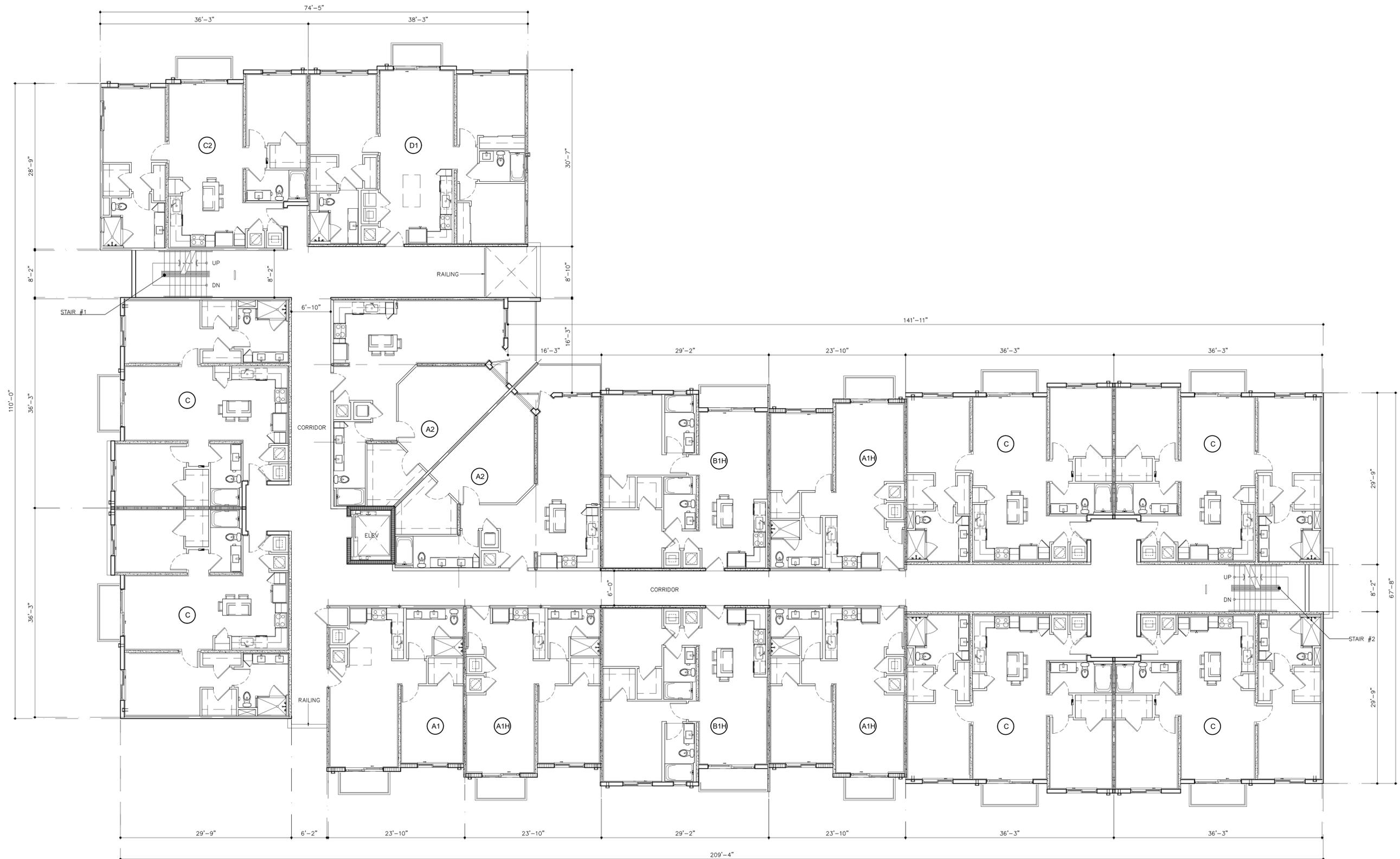
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DRAWN	00/00/2016
DATE	AS SHOWN
SCALE	1998.PRJ
JOB NO.	
SHEET TITLE:	

BUILDING PLANS  
TYPE IIIA

SHEET NUMBER:  
**A-2.3A.1**





LEVEL 3

**BUILDING TYPE III-HYBRID**

5 STORY / 78 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**  
 FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
 LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz on 2021.03.17 16:04:00  
 GEORGE L. MOURIZ  
 AR0007806

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 44000895  
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 SUITE 1513  
 MIAMI, FLORIDA 33156  
 (305) 273-9911

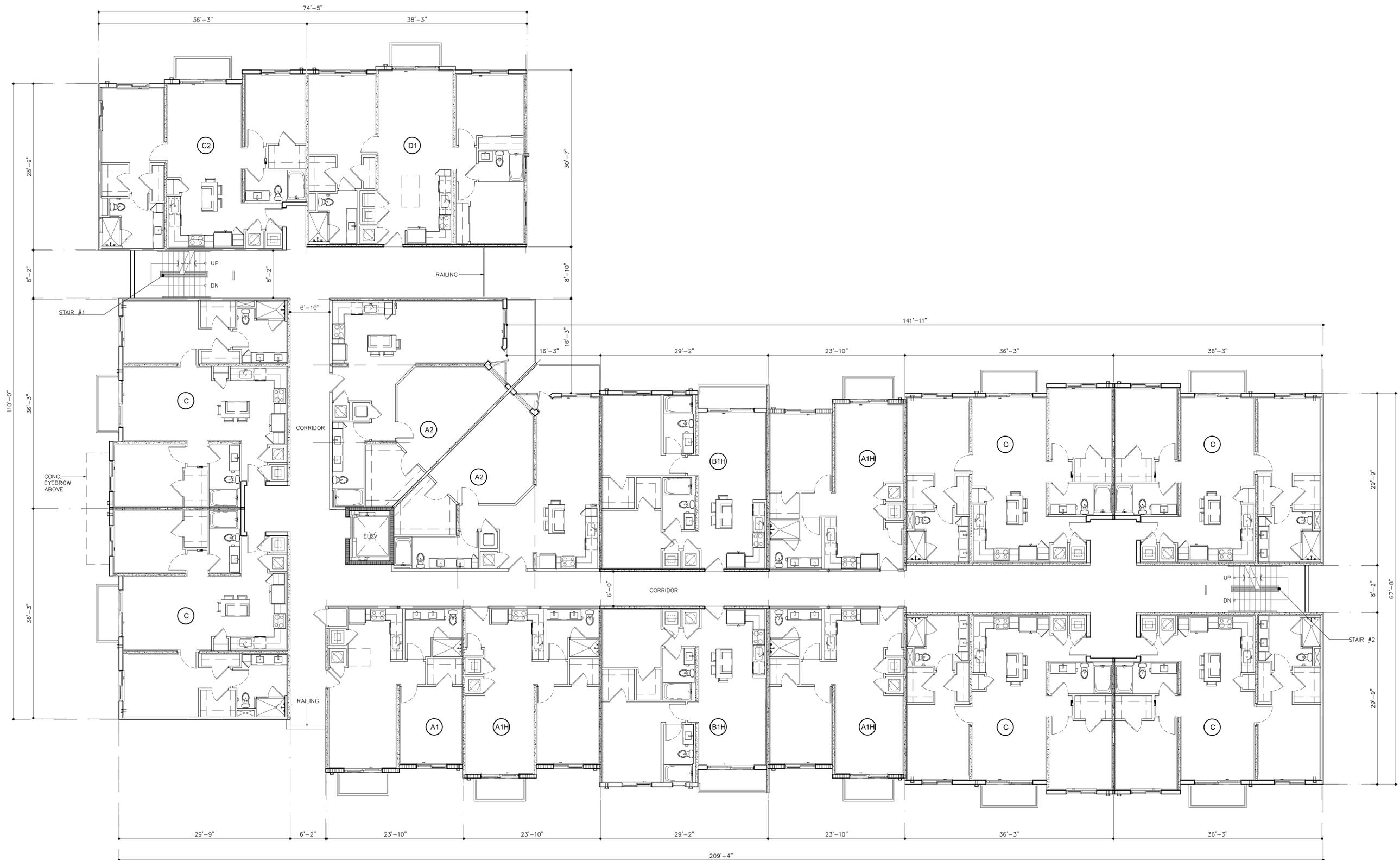
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DATE	
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:  
**BUILDING PLANS  
 TYPE IIIA**

SHEET NUMBER:  
**A-2.3A.3**



LEVEL 4-5

**BUILDING TYPE III-HYBRID**  
5 STORY / 78 DU'S

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

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz** Date: 2021.03.17 19:04:00

GEORGE L. MOURIZ  
AR0007806

MSA ARCHITECTS, INC.  
44000895  
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SUITE 1513  
MIAMI, FLORIDA 33156  
(305) 273-9911

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DRAWN	00/00/2016
DATE	
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:  
**BUILDING PLANS  
TYPE IIIA**

SHEET NUMBER:  
**A-2.3A.4**



**GOLDEN ROAD APARTMENTS**  
 FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
 LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz**  
 Date: 2016.03.17 10:09:04-0400  
  
**GEORGE MOURIZ**  
 AR0007806

**MSA ARCHITECTS, INC.**  
 AAC000895  
 8950 SW 74th COURT  
 MIAMI, FLORIDA 33156  
 (305) 273-9911

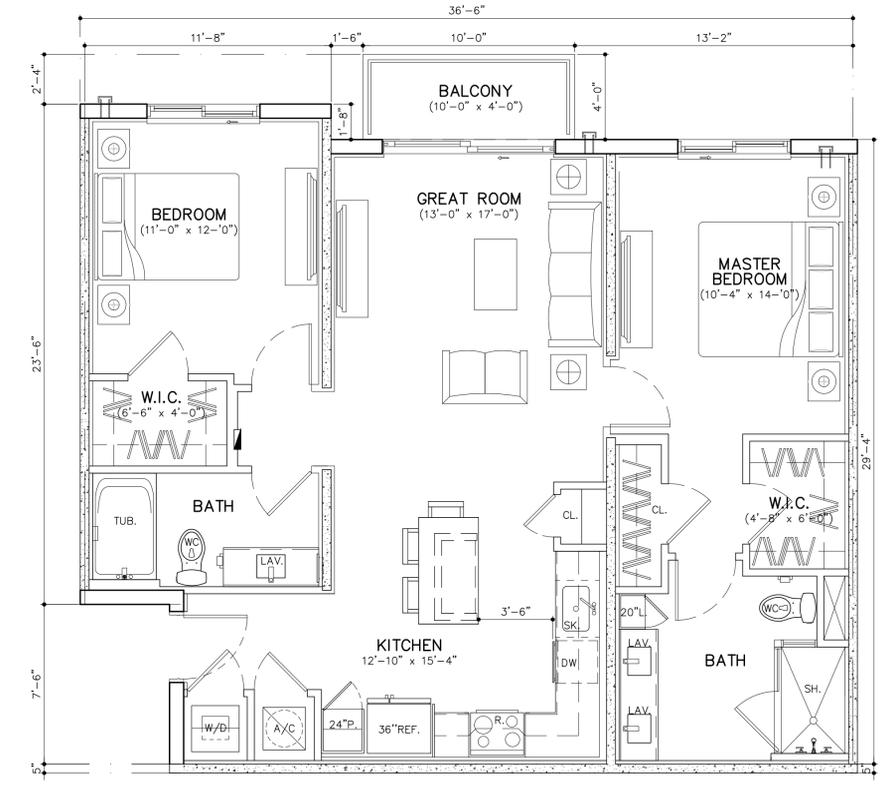
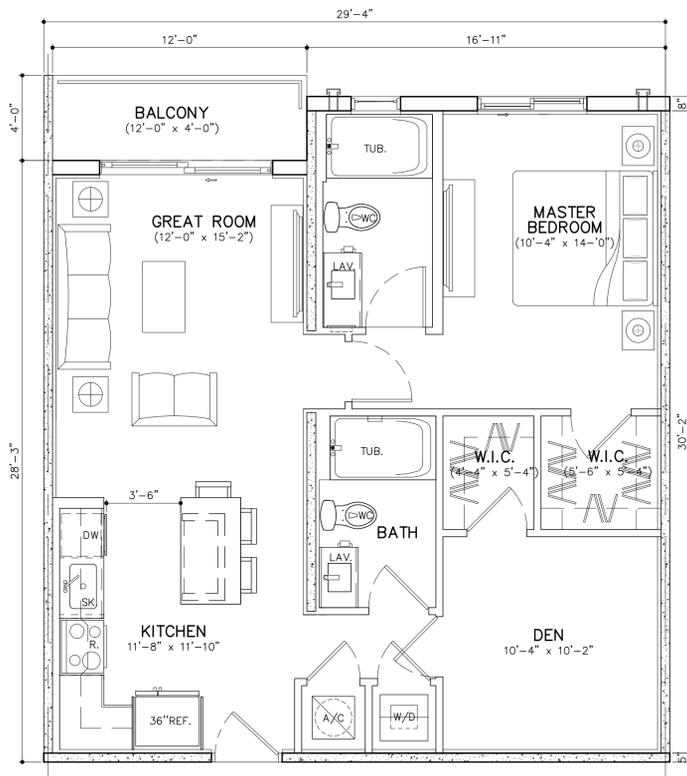
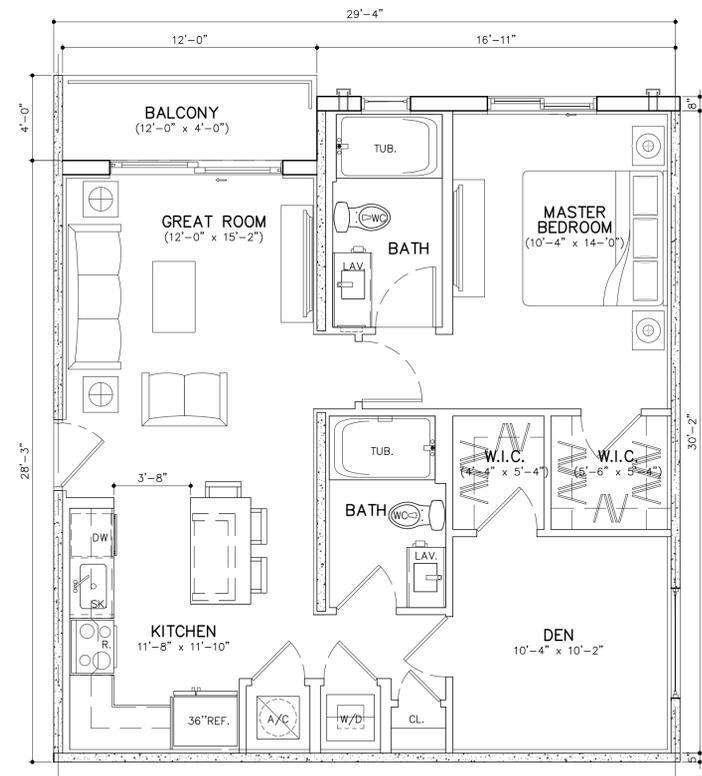
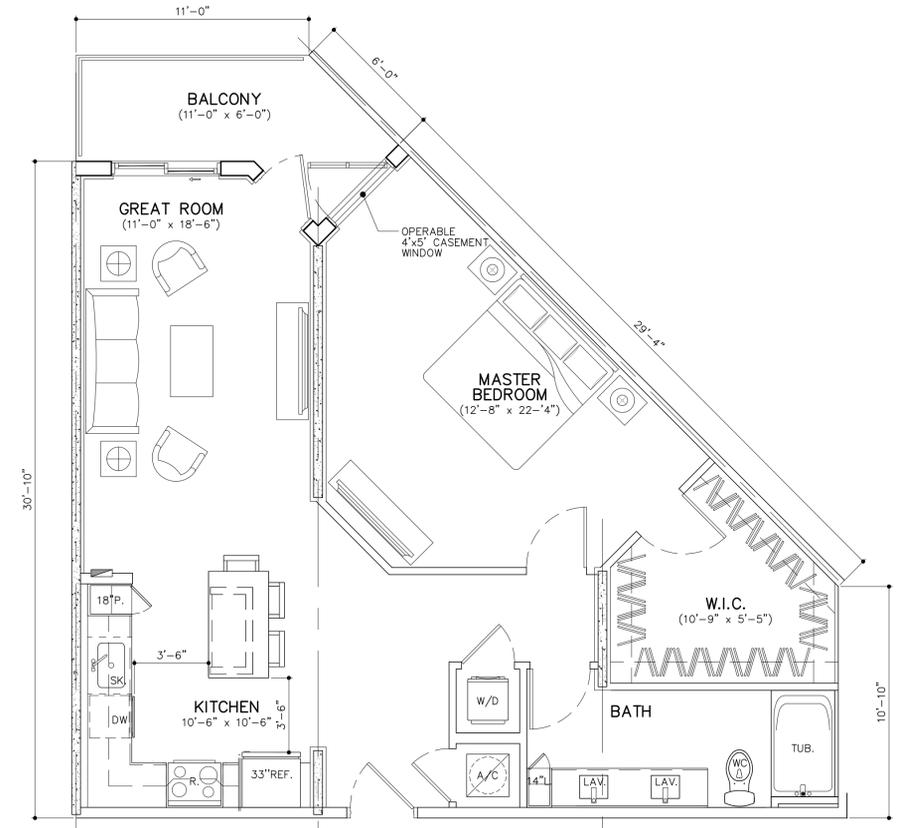
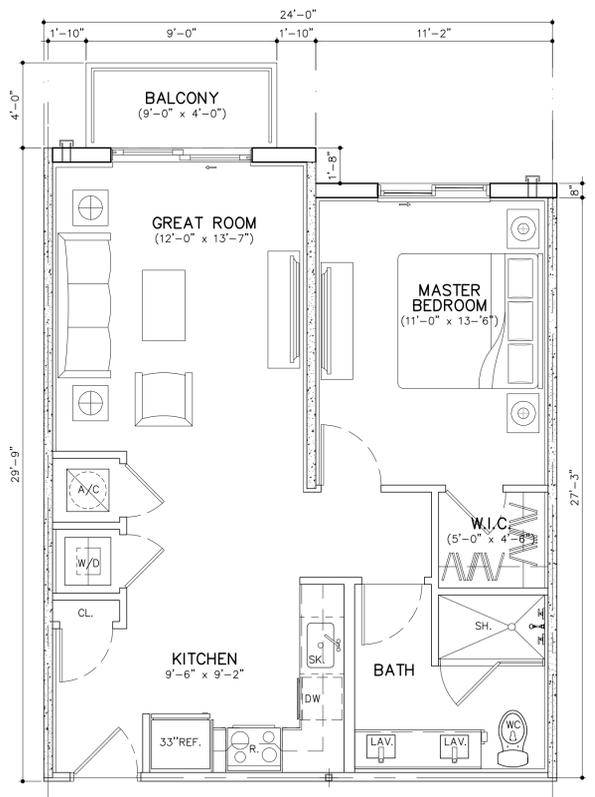
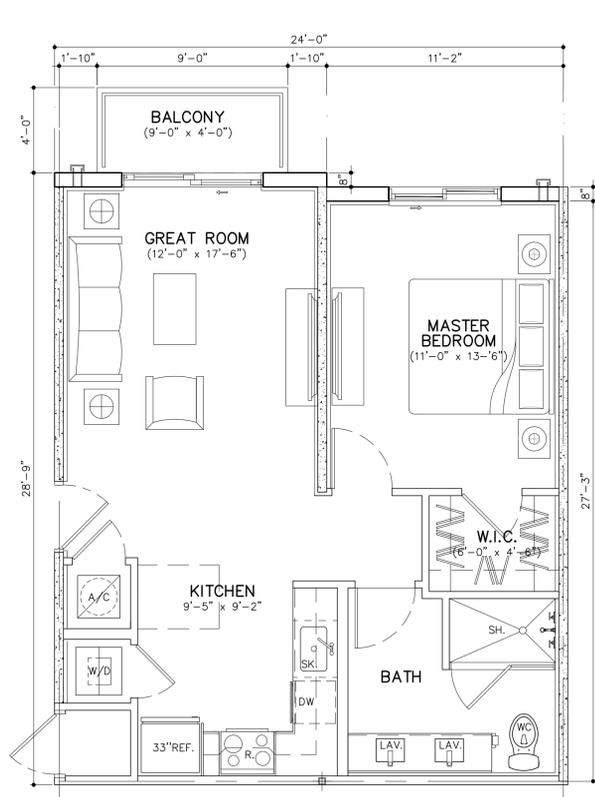
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 DATE: 00/00/2016  
 SCALE: AS SHOWN  
 JOB NO.: 1998.PRJ

SHEET TITLE:  
**CONCEPTUAL UNIT PLANS**

SHEET NUMBER:  
**A-4.1**



**UNIT PLANS**

SCALE: 1/4"=1'-0"



GOLDEN ROAD APARTMENTS  
 FOR: LANDMARK RESIDENTIAL MANAGEMENT, LLC  
 LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
 MOURIZ  
 11/17/2021 03:17  
 GEORGE L. MOURIZ  
 AR0007806

MSA ARCHITECTS, INC.  
 AAC000895  
 8950 SW 74th COURT  
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 (305) 273-9911

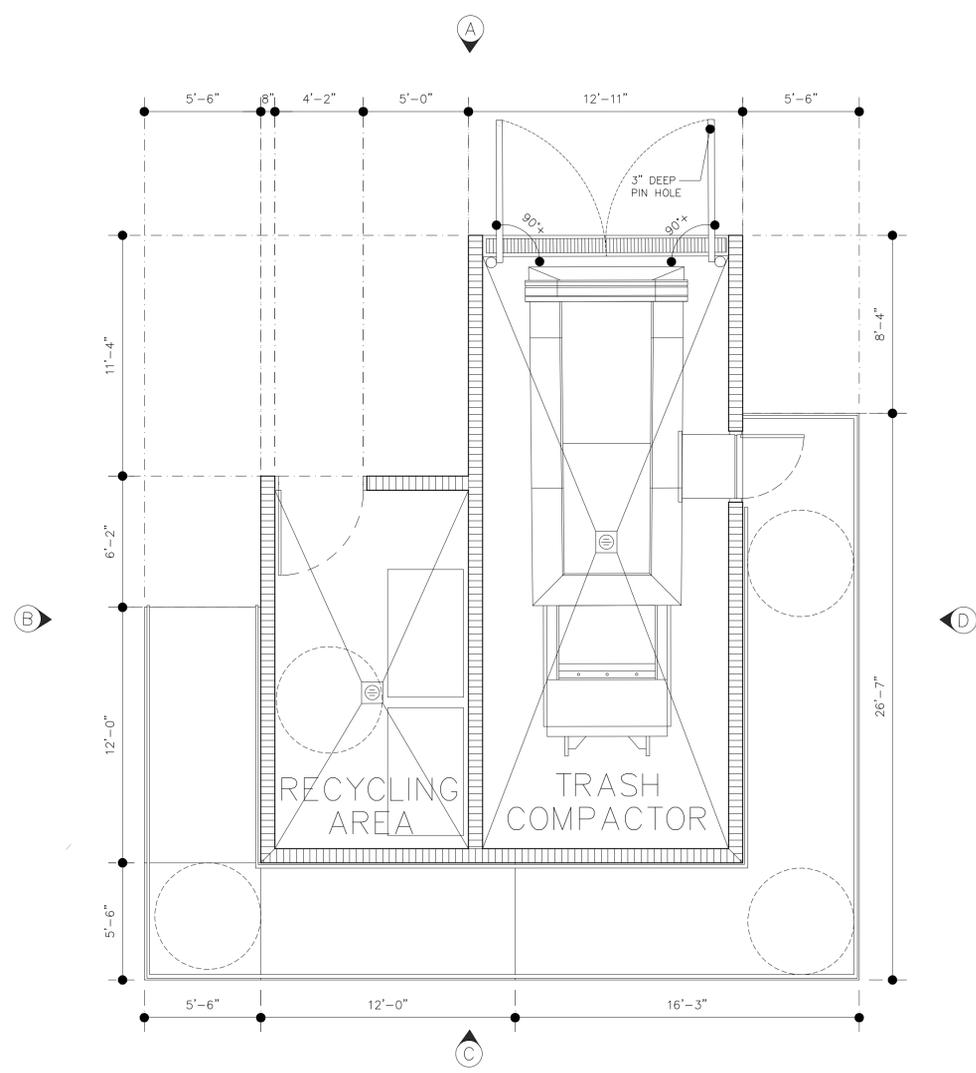
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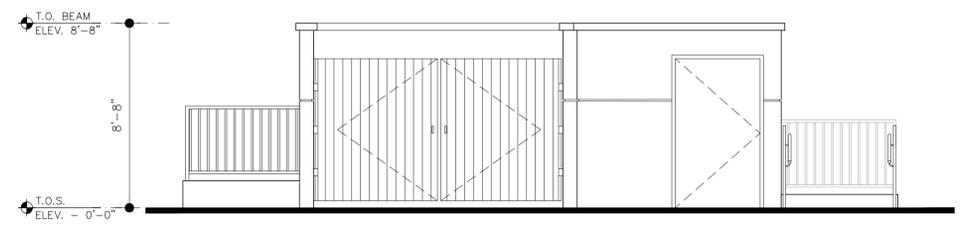
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:  
 TRASH COMPACTOR  
 PLAN & ELEVATIONS

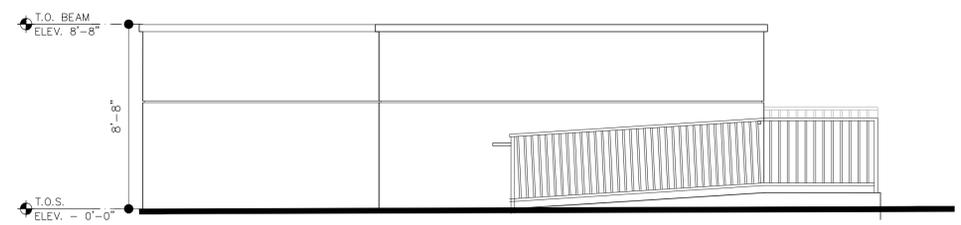
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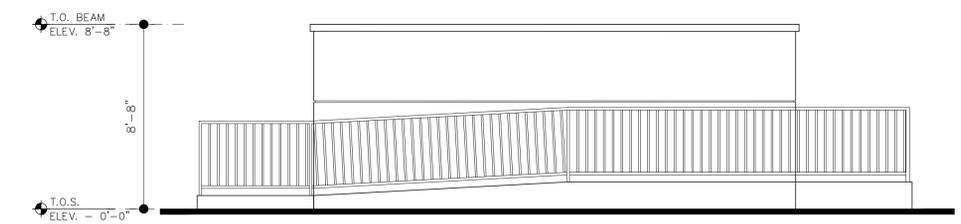
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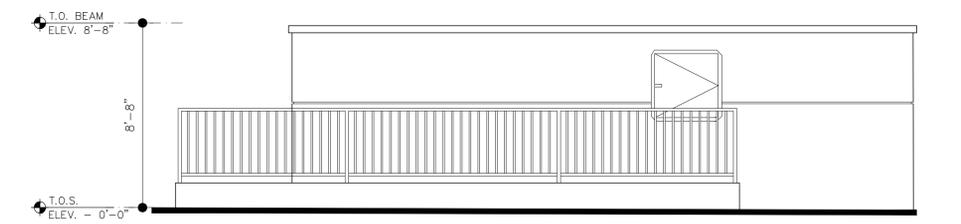
A FRONT ELEVATION



B RIGHT ELEVATION



C REAR ELEVATION



D LEFT ELEVATION

TRASH COMPACTOR PLAN & ELEVATIONS  
 SCALE: 1/4" = 1'-0"

# Universal Development Application



This application is required for ALL applications submitted to the Planning, Zoning and Historic Preservation Division. If you have questions regarding this application, please make an appointment with planning staff.

## 1. Application Type (select all that apply)

- a. Site Plan:  Minor  Major  Planned Development  Sustainable Bonus
- b. Use:  Administrative  Conditional
- c. Proximity Waiver:  Alcoholic Beverage  Community Residence  Gaming Establishment  
 Adult Use
- d. Approvals:  Variance  Mural  Cert. of Appropriateness  Adjustment
- e. Amendments:  Rezoning / Map  Text
- f. Other:  Subdivision/Plat  Annexation  Zoning Letter  
 ABT Signoff  \_\_\_\_\_

## 2. Project Information

- a. Project Name: Golden Road Apartments
- b. Project Location / Address: Approximately 200' west of the 10th Avenue North and Boutwell Road intersection
- c. Legal Description: See attached Legal Description
- d. Property Control Number (PCN): 38-43-44- See attached PCN List
- e. Zoning: Existing: Mixed Use- West (MU-W) Proposed: No Change
- f. Future Land Use: Existing: Mixed Use- West (MU-W) Proposed: No Change
- g. Proposed Use:  Residential; Units 230  Commercial; \_\_\_\_\_ S.F.  Industrial; \_\_\_\_\_ S.F.
- h. Total Estimated Project Cost: \_\_\_\_\_
- i. Description of Work: See attached Justification Statement

## 3. Contact Information

- a. Project Manager / Contact Person: Yoan Machado  
Company: WGI  
Address: 2035 Vista Parkway City: West Palm Beach St: FL Zip: 33411  
Phone Number: (561) 537-4542 E-Mail Address: yoan.machado@wginc.com
- b. Applicant Name (if different from Project Manager): \_\_\_\_\_  
Company: Prospect Real Estate Group, LLC  
Address: 1930 N. Donnelly Street City: Mt. Dora St: FL Zip: 32757  
Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
- c. Owner Name: \_\_\_\_\_  
Company: Lake Worth Investment Group, LLC  
Address: 4005 NW 114th Ave, Suite 5 City: Miami St: FL Zip: 33178  
Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

4. Owner's Consent

Lake Worth Investment Group, LLC ("Owner") certifies that it is the owner of the property located at Approximately 200' west of the 10th Avenue North and Boutwell Road intersection ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board. Owner hereby authorizes, WGI (Yoan Machado) as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

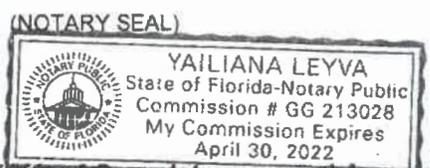
Owner's Signature: \* [Signature] Date: 11/24/2020

Name/Title of Signatory: Yoan S. Machado, Authorized Person

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 24th day of November, 2020, by Yoan S. Machado who is personally known to me or who produced a [Signature] as identification. He/she did not take an oath.



\* [Signature] (Signature of Notary Public) Yailiana Leyva (Name of Notary)

5. Affidavit of Completeness and Accuracy

Instructions: To be completed by the individual submitting the application (owner or authorized agent)

Project Name: Golden Road Apartments Submittal Date: 12/2/20

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Yoan Machado (Name - type, stamp, or print clearly)

\* [Signature] (Signature)

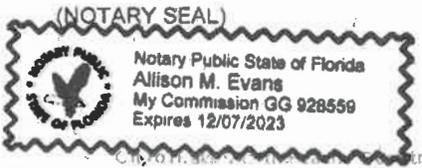
WGI (Name of Firm)

1930 N. Donnelly Street, Mt. Dora, FL 32757 (Address, City, State, Zip)

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me this 25th day of November, 2020 by Richard Fabian who is personally known to me or who produced a [Signature] as identification. He/she did not take an oath.



\* [Signature] (Signature of Notary Public) (Name of Notary)

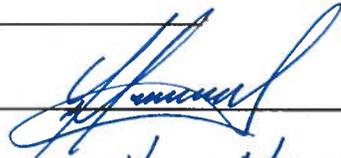
# Sign Posting Agreement



This form is required for all Historic Applications and Public Hearing Items.

1. Applicant: Prospect Real Estate Group, LLC
2. Property Owner: Lake Worth Investment Group, LLC
3. Contact Phone Number: (561) 839-1712 (Agent)
4. Property Location: Approximately 200' west of the 10th Avenue North and Boutwell Road Intersection
5. I, Yoan Machado, hereby affirm that I will post the notification sign(s) provided to me

for a minimum of ten calendar days before the scheduled date of the hearing of Planning and Zoning Case No. TBD

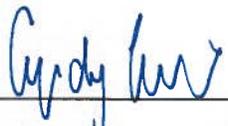
Signature:  Date: 12/14/2020

Name/Title of Signatory: YOAN MACHADO / PROJECT MANAGER

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December 2020, by Yoan Machado who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.

(NOTARY PUBLIC)  
  
Cyndy Little  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG189612  
Expires 3/31/2022

  
Signature of Notary Public  
Cyndy Little  
Name of Notary

**RECEIVED**  
**DEC 18 2020**  
**PZHP**

### Legal Description

A PARCEL OF LAND LYING WITHIN A PORTION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AND BEING A PORTION OF TRACTS 26 AND 27 ACCORDING TO THE PLAT MODEL LAND CO., AS RECORDED IN PLAT BOOK 5, AT PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 88°08'52" WEST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1,006.39 FEET TO THE INTERSECTION OF THE EXTENDED EAST LINE OF TRACT 4 TO THE NORTH LINE OF SECTION 20; THENCE SOUTH 01°21'54" WEST ALONG THE EAST LINE OF SAID TRACT 4 EXTENDED, A DISTANCE OF 488.73 FEET; THENCE NORTH 88°08'01" WEST, FOR 220.00 FEET TO THE NORTHEAST CORNER OF PARCEL 8 AND THE POINT OF BEGINNING; THENCE SOUTH 01°21'54" WEST ALONG THE EAST LINE OF PARCEL 8, A DISTANCE OF 168.85 FEET TO THE SOUTHEAST CORNER OF PARCEL 8 AND THE NORTH LINE PARCEL 6; THENCE NORTH 87°57'52" WEST ALONG THE NORTH LINE PARCEL 6, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF PARCEL 6; THENCE SOUTH 01°21'54" WEST ALONG THE WEST LINE OF PARCEL 6, A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 6 AND THE WEST LINE OF TRACT 27; THENCE SOUTH 87°57'52" EAST ALONG THE SOUTH LINE OF PARCEL 6 AND THE NORTH LINE OF TRACT 27, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF TRACT 27 (LESS THE EAST 220 FEET); THENCE SOUTH 01°21'54" WEST ALONG THE EAST LINE OF TRACT 27 (LESS THE EAST 220 FEET), A DISTANCE OF 632.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 10TH AVENUE NORTH; THENCE NORTH 88°07'39" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 10TH AVENUE NORTH, A DISTANCE OF 230.00 FEET; THENCE NORTH 01°21'54" EAST DEPARTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 290.00 FEET; THENCE NORTH 88°07'39" WEST, A DISTANCE OF 277.81 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT E-4 CANAL; THENCE NORTH 22°59'34" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID E-4 CANAL, A DISTANCE OF 569.27 FEET; THENCE SOUTH 88°08'01" EAST DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 297.98 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS CONTAIN 278,644 SQUARE FEET OR 6.397 ACRES, MORE OR LESS.



**JUSTIFICATION STATEMENT**  
**REZONING, MAJOR SITE PLAN, SUSTAINABLE BONUS INCENTIVE PROGRAM (SBIP)**  
**GOLDEN ROAD APARTMENTS**

*Initial Submittal: December 2, 2020*

*Resubmittal: February 8, 2021*

**1. REQUEST**

On behalf of the Applicant (Landmark Residential Management, LLC), WGI is requesting approval for the subject site of the following:

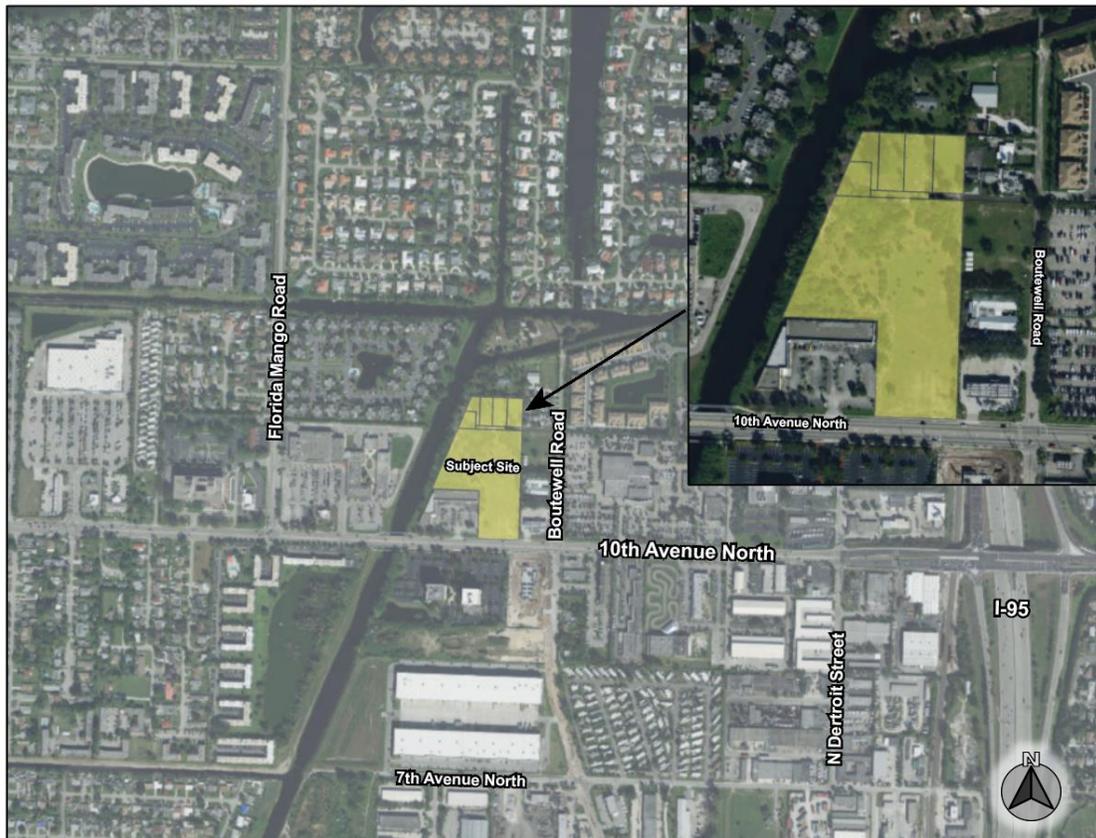
- 1) **Rezoning** to rezone the subject site from a Mixed-Use West (MU-W) zoning district to a Residential Planned Development (R-PD) zoning district with an underlying MU-W;
- 2) **Major Site Plan** approval to permit the development of 230 apartment units; and
- 3) **Sustainable Bonus Incentive Program (SBIP)** in order to increase density and building height for the proposed development.

**2. SITE CHARACTERISTICS**

The subject site consists of 6.39 acres and is located 200 feet west of the 10<sup>th</sup> Avenue North and Boutwell Road intersection, in the City of Lake Worth Beach. The site is currently undeveloped and retains a Future Land Use (FLU) and a Zoning designation of MU-W. The property is identified by the following Property Control Numbers (PCNs):

- 38-43-44-20-01-026-0010
- 38-43-44-20-01-004-0030
- 38-43-44-20-01-004-0060
- 38-43-44-20-01-004-0080
- 38-43-44-20-01-004-0120
- 38-43-44-20-01-004-0130
- 38-43-44-20-01-004-0010

A location map has been provided below which details the site characteristics and surrounding areas.





**3. DEVELOPMENT HISTORY**

The following information relates to the zoning approval history for the subject site.

ORDINANCE/RESOLUTION	SUMMARY
Ordinance 2016-01	Voluntary Annexation
Ordinance 2016-02	Small Scale FLUA Amendment
Ordinance 2016-03	Rezoning
PZB #17-01400001	Major Site Plan

Per the 2018 Major Site Plan approval, the subject site is currently entitled with 189 multifamily apartments at a density of 29.58 dwelling units per acre.

**4. SURROUNDING PROPERTIES**

The subject site is located along the 10<sup>th</sup> Avenue North corridor, whose fabric is comprised of myriad of non-residential and residential uses alike. There are numerous commercial and residential developments along the corridor, one that would support infill development of this underutilized site. The following chart summarizes the uses located immediately adjacent to the subject site.

	FLU Designation	Zoning District	Existing Use
<b>North</b>	MU-W	MU-W	Single-Family Residential
<b>South</b>	Commercial High, with an underlying HR-8 (CH/8) (Palm Beach County)	CG: General Commercial (Palm Beach County)	Commercial Medical Uses
	Commercial High Office, with an underlying HR-8 (CH-O/8) (Palm Beach County)	CS: Commercial Specialized (Palm Beach County)	Office
	MU-W	MU-W	Hotel
<b>East</b>	MU-W	MU-W	Gas Station with Convenience Store
	MU-W	MU-W	Addiction Treatment Center
	MU-W	MU-W	Single-Family Residential
<b>West</b>	Urban Center (UC) (Palm Beach County)	UC: Urban Center (Palm Beach County)	Commercial Shopping Center
	High Residential – 12 units per acre (HR-12) (Palm Beach County)	RH: Residential High (Palm Beach County)	Condominiums

**NORTH:** Immediately north of the subject site is a single-family residential home located within the municipal boundary of Lake Worth Beach. This area retains a FLU designation and zoning district of MU-W. To the north is the E-4 Lake Worth Drainage District (LWDD) canal.

**SOUTH:** To the southwest of the subject site is commercial land located within Unincorporated Palm Beach County. This site retains a FLU designation of CH/8 and Zoning designation of CG. This commercial development includes medical type uses such as Eldercare at Home and



Concept Open Imaging Center. Directly south is 10<sup>th</sup> Avenue North with additional commercial and a hotel on the south side of the road. The commercial property is located within Unincorporated Palm Beach County with a FLU designation of CH-O/8 and Zoning designation of CS. The five-story Wyndham hotel is located within the City of Lake Worth Beach and retains a FLU and Zoning designation of MU-W.

**EAST:** Directly east of the subject site is a mix of residential and commercial properties that are all located within the City of Lake Worth Beach. These parcels retain a FLU and Zoning designation of MU-W. Further east is Boutwell Road, with commercial properties located on the east side of the road. These parcels also have a FLU and Zoning designation of MU-W. Commercial developments include a gasoline service station and car dealership.

**WEST:** To the immediate west of the subject site is the E-4 LWDD Canal. Further west is land located within Unincorporated Palm Beach County. A portion of the land retains a FLU and Zoning designation of UC. The area retains a FLU designation of HR-12 and Zoning designation of RH.

**5. DEVELOPMENT PROGRAM**

The request is to rezone the 6.39-acre subject site from MU-W to R-PD with an underlying MU-W, in order to develop a total of 230 multifamily apartment units – equating to a density of 35.99 dwelling units per acre. The multifamily apartment development will consist of two, five-story buildings and three, three-story buildings. The unit mix includes 104 one-bedroom units, 117 two-bedroom units, and 9 three-bedrooms. The development includes a clubhouse, pool and amenity deck, tot lot, and a dog park. The proposed development is to be built in one phase. The multifamily apartment development requests additional height and density through the SBIP to allow for the increase in height from two stories to five stories and an increase in the maximum density from 30 dwelling units per acre to 37.5 dwelling units per acre.

**6. REZONING CRITERIA AND RESIDENTIAL PLANNED DEVELOPMENT STANDARDS**

The Applicant’s request is to allow a Rezoning to a Planned Development with a Major Site Plan. Section 23.2-26, Rezoning of Land and Future Land Use Map (FLUM) Amendments of the City’s Code of Ordinance requires the Applicant to address the Findings in accordance with Section 23.2-26(3). The Applicant is providing a Justification Statement, Site Plan, and other relevant documents as part of this Rezoning, and has demonstrated this proposal meets the requirements set forth in the applicable City’s Code of Ordinances. The responses by the Applicant for each Finding of Facts, provide a comprehensive analysis that the Rezoning application is compliance with these requirements:

**A. Consistency**

The proposed Rezoning to have a R-PD with an underlying MU-W on the subject site is consistent with the purpose and intent of the applicable comprehensive plan and land development regulations. Pursuant to Section 23.3-25(a) of the City’s Code of Ordinances, a Planned Development is allowed in any mixed-use district, in which the site is compliant. In addition, the change to the Planned Development overlay is consistent with the purposes, goals, objectives, and policies of the Comprehensive Plan.

The Rezoning request to modify the 6.39-acre subject site to retain a R-PUD district with an underlying MU-W furthers Goal 1.2, Objective 1.2.2, and Objective 1.2.3. of the City of Lake Worth Beach’s Comprehensive Plan, which promote compact sustainable urban development. The proposed development establishes a compact high-density residential use that would synergistically compliment the commercial corridor of 10<sup>th</sup> Avenue North, while balancing with existing uses within the area, and ultimately adding to the City of Lake Worth Beach’s livable communities. The project includes sustainable elements such as Florida Green Building certification, higher quality landscaping in common open spaces, and the inclusion of a clubhouse, pool and amenity deck, tot lot and dog park. The R-PUD district would support a more sustainable urban pattern in the City of Lake Worth Beach, by locating higher density eastward, at a well-established, urban intersection. The proposed project, at



a density of 37.5 dwelling units per acre, provides a prime opportunity for infill development, and will alleviate potential blight at one of the City's high profile intersections. The development will also utilize existing infrastructure, provide amenities that will benefit the community, and will diversify the housing stock within the City. All of these elements further the intent of the MU-W Zoning District.

The request to allow a R-PD district on the site supports Objective 1.6.1 and 1.6.7 of the City of Lake Worth Beach's Comprehensive Plan, by supporting redevelopment within the older urban areas of the City of Lake Worth Beach, and encouraging infill development. In addition, the proposed development supports redevelopment along the 10<sup>th</sup> Avenue North corridor, which is one of the City's major thoroughfares. A R-PUD district allows for a greater density, height, and design for the vacant subject site, thus promoting the highest and best use. The increase in density and height for the infill multifamily development would complement the redevelopment in the surrounding area and the existing higher density residential to the east and west of the subject site.

The proposed Rezoning to a R-PD district for the subject site meets all the regulations pursuant to Section 23.3-25(b) of the City of Lake Worth Beach's Code of Ordinances. The proposed development is not in conflict with any utility regulations or requirements of any utility system, while in compliance with the standards conditional use permits. The project provides dedication along 10<sup>th</sup> Avenue North. All utilities, including telephone, cable television, and electrical service systems, for the proposed development are to be installed underground. Once the R-PUD district request as been approved, at time of permitting, all the separate parcels on the subject site will brought under unified control. The application for the R-PUD provides all necessary information on the Master Development Plan and supporting documentation.

The Rezoning request to a R-PD district for the subject site further complies with Section 23.3-25(b) and 23.3-25(c) of the City of Lake Worth Beach's Code of Ordinances. The minimum area required for a R-PD is 5 acres, thus the 6.39-acre subject site exceeds the minimum area requirement. The proposed 230-unit multifamily apartment development is permitted in the underlying MU-W zoning district pursuant to Section 23.3-25(c)(3) of the City of Lake Worth Beach's Code of Ordinances. The required building setbacks for the R-PD district, per the underlying MU-W zoning district, are met with the front setback of 28 feet, rear setback of 18 feet, and side setback of 20 feet. The landscape buffer requirements for the R-PD district are met, since the proposed development provides a ten-foot landscape buffer along 10<sup>th</sup> Avenue North and a five-foot landscape buffer around the perimeter of the subject site. The multifamily development provides a total 379 parking spaces, therefore meets the City's Code requirement for parking. The project provides sufficient areas of common open space for the R-PD district in the pool and amenity deck, tot lot, dog park, and landscape areas around the multifamily buildings.

## **B. Land Use Pattern**

The proposed Rezoning to R-PD zoning district, with an underlying MU-W, is consistent with the existing land use pattern. The surrounding context has a mix of residential and commercial zoning districts, both between the City of Lake Worth Beach and Palm Beach County. Below is a summary of the current land use pattern.

- Immediately to the east and north of the subject site is single-family residential lots, which retain a FLU and Zoning designation of MU-W.
- To the northeast, across Boutwell Road, are 75 townhome units on 8.75 acres located within Waterville Subdivision (equating to a density of 8.57 dwelling units per acre). These townhomes retain a FLU designation of Medium Density Residential (MDR) and a Zoning designation of Multifamily Residential, 20 (MF-20).
- To the west, across the E-4 LWDD Canal, are 144 townhome units on 13.23 acres located within the Waterside Estates subdivision (equating to a density of 10.88 dwelling units per acre). These



townhomes retain a FLU designation HR-12 and a Zoning designation of RH within the jurisdiction of Palm Beach County.

- To the southwest of the subject, across the E-4 LWDD Canal, are 218 multifamily apartment units on 19 acres within the Avesta Costa Del Lago community (equating to a density of 11.47 dwelling units per acre). The multifamily apartment units retain a FLU designation of HR-12 and a Zoning designation of RH within the jurisdiction of Palm Beach County.
- To the southeast of the subject site, across Boutwell Road, are 18 townhome units proposed on a one acre property for the Casa Bella project (equating to a density of 18 dwelling units per acre). The proposed Casa Bella townhome project is currently in review and is requesting a planned development designation, thus showing a precedent of planned development requests in the surrounding area.

The majority of residential uses in the surrounding context of the subject site include a higher density and are more compact in nature. The proposed Residential Planned Development at the vacant 6.39-acre subject site is consistent with the existing land use pattern in the area.

The vacant subject site is located along 10<sup>th</sup> Avenue North, a well-travelled urban minor arterial road and commercial corridor that includes a mix of different office, commercial, and industrial uses. The area along 10<sup>th</sup> Avenue North has seen an increase in intensity for commercial uses, such as the four-story Woodspring Suites hotel with 124 beds at the southeast and the new five-story Wyndham hotel with 100 beds at the south of the subject site. A new 7-Eleven gas station and convenience store is approved at the northwest corner of 10<sup>th</sup> Avenue North and Barnett Drive to the east as well. Immediately to the southwest of the subject site is commercial that includes medical type uses such as Eldercare at Home and Concept Open Imaging Center. Further to the south of subject site are commercial office buildings, while to the west across the E-4 LWDD Canal is a commercial shopping center. Immediately to the east of the subject site is a Mobil gas station and further east across Boutwell Road is an 8.5-acre car dealership. The subject site is a “pocket” of underutilized vacant land, which an infill higher density development of a Residential Planned Development would complement the existing land use pattern of the surrounding higher intensity commercial along 10<sup>th</sup> Avenue North.

### **C. Sustainability**

The proposed development seeks SBIP approval for the following requests:

- Increase in building height from the standard maximum regulation of two stories to permitting two, five story buildings and three, three story buildings; and
- Allow for a 25% increase in density for the maximum base density of 30 dwelling units per acre, thus permitting a density of 37.5 dwelling units per acre.

The proposed multifamily development includes a clubhouse, pool and amenity deck, tot lot, and dog park for residents. The proposed development includes elements of a higher quality landscaping; providing architectural character and aesthetic excellence; providing a quality design based on urban form and density; and providing housing diversity and accessibility. The five buildings for the 230 multifamily apartment unit development include elements of the Florida Green building certification standards and provides a modern contemporary architectural style. The quality of the proposed development’s design and form matches the updated architectural style of modern development in the surrounding area, which includes the nearby Woodspring Suites and Wyndham hotels, and the remodeled car dealership to the east.

### **D. Availability of Public Services/Infrastructure**

The proposed Residential Planned Development district in this location will take advantage of existing infrastructure and the City of Lake Worth Beach’s services, while maximizing an underutilized piece of land. The subject site was previously approved with 189 multifamily apartment units at a density of



29.58 dwelling units per acre, wherein the proposed development provides 230 multifamily apartment units at a density of 35.99 dwelling units per acre. The request for a R-PD district increases the number dwelling units by 41 multifamily apartment units. Therefore, a Rezoning to allow for a R-PD district with an underlying MU-W would build-off the existing multifamily residential approval in regard to traffic, school, and water concurrency.

#### **E. Compatibility**

The proposed Rezoning of the 6.39-acre subject site from MU-W to a R-PD with an underlying MU-W is compatible with adjacent zoning districts. The abutting and nearby properties that fall within the jurisdiction of Lake Worth Beach predominately have a zoning district of MU-W, while the adjacent properties in unincorporated Palm Beach County have higher residential and commercial zoning district with HR and CS. The surrounding context has a mix of high density residential, mixed-use, and commercial, both between the City of Lake Worth Beach and Palm Beach County, thus the request for R-PD with a MU-W underlying zoning district for the subject site is consistent and compatible with the adjacent uses.

As outlined in the “Land Use Pattern” portion of this report, the majority of residential uses in the surrounding context of the subject site include a higher density and are more compact in nature. The proposed R-PD district with an underlying MU-W at the vacant 6.39-acre subject site would allow for a greater density for the multifamily development, thus would be compatible with the higher density residential uses in the surrounding area. The proposed R-PD district on the subject site supports compatibility with adjacent uses since it allows for a transition between the high intensity commercial uses along 10<sup>th</sup> Avenue North and the lower density residential uses to the north.

#### **F. Direct Community Sustainability and Economic Development Benefits**

##### **1. Further implementation of the city’s economic development (CED) program**

*Response: The proposed Rezoning of the 6.39-acre subject site to a R-PD district with an underlying MU-W would further implement the City’s CED program by using the SBIP approval process. The proposed development seeks a 25% increase in density and increase in building height, thus the request includes sustainable elements through the Florida Green Building certification and on-site amenities.*

##### **2. Contribute to the enhancement and diversification of the city’s tax base**

*Response: The proposed 230 multifamily unit residential development on a 6.39-acre subject site would contribute to the enhancement and diversification of the City’s tax base. The future residents of the proposed development will provide business to the existing commercial uses along the 10<sup>th</sup> Avenue North commercial corridor and the nearby downtown center of the City of Lake Worth Beach, while also attending any downtown events in the City.*

##### **3. Respond to the current market demand or community needs or provide services or retail choices not locally available**

*Response: The residential uses surrounding the subject site are predominantly townhome uses to the east or west, or single-family residential to the north. The closest multifamily apartment residential use is the Avesta Costa Del Lago community to the southwest of the subject, across the E-4 LWDD Canal, which was built in 1972. The proposed Rezoning to a R-PD district with an underlying MU-W district for the subject site allows for newer multifamily apartment units and diversification of housing choices with the City of Lake Worth Beach, while responding to current marked demand for different and higher density residential housing.*



**4. Create new employment opportunities for the residents, with pay at or above the county average hourly wage**

*Response: The proposed project is a 230 multifamily apartment unit development, thus this standard does not apply to the Rezoning request to a R-PD district with an underlying MU-W. It is possible that the construction of the proposed development could lead to hiring of local professionals in the City of Lake Worth Beach.*

**5. Represent innovative methods/technologies, especially those promoting sustainability**

*Response: The proposed multifamily residential development includes sustainable elements through Florida Green Building certification standards, and proposes a clubhouse, pool and amenity deck, tot lot, and dog park.*

**6. Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare**

*Response: The proposed Rezoning to a R-PD district with an underlying MU-W for the subject site would alleviate development pressure westward and allows for more efficient infill development.*

**7. Be complimentary to existing uses, thus fostering synergy effects**

*Response: The proposed Rezoning of the 6.39-acre subject site to a R-PD district with an underlying MU-W district would be complementary to the existing commercial and office uses along the 10<sup>th</sup> Avenue North commercial corridor with a higher density residential use. The proposed development would also foster synergy effects for the nearby Lake Worth Park of Commerce (LW-POC), by allowing future residents to have employment opportunities in the LW-POC.*

**8. Alleviate blight/economic obsolescence of the subject area**

*Response: The subject site is a predominantly vacant site that represents a “pocket” of infill development, thus the proposed Rezoning to a R-PD district with an underlying MU-W would alleviate economic obsolescence of the subject site by bringing future residents to the City of Lake Worth Beach while providing stimulus to the nearby uses on the 10<sup>th</sup> Avenue North corridor.*

**H. Master Plan and Site Plan Compliance with Land Development Regulations**

The Rezoning of the 6.39-acre subject site to a R-PD district with an underlying MU-W is in compliance with Section 23.3-25 and Section 23.2-31 of the City of Lake Worth Beach’s Land Development Code.

**7. MAJOR SITE PLAN APPROVAL STANDARDS**

Section 23.2-26, Rezoning of Land and Future Land Use Map (FLUM) Amendments of the City’s Code of Ordinance requires the Applicant to address the Findings in accordance with Section 23.2-26(3). The Applicant is providing a Justification Statement, Site Plan, and other relevant documents as part of this Rezoning, and has demonstrated this proposal meets the requirements set forth in the applicable City’s Code of Ordinances. The site plan standards for the proposed development follows the underlying MU-W zoning district pursuant to 23.3-25(c) and follows site design standards per Section 23.2-31 of the City of Lake Worth Beach’s Code of Ordinances. The responses by the Applicant for each Finding of Facts, provide a comprehensive analysis that the Planned Development application is compliance with these requirements:



## **SITE DESIGN QUALITATIVE STANDARDS**

### **Section 23.2-31**

1. **Harmonious and efficient organization.** All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The site shall be developed so as to not impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.

*Response: The proposed site design is harmoniously and efficiently organized as it relates to the property constraints and provides residential housing options along the primarily non-residential corridor. The modern contemporary architectural style for the proposed development would be harmonious with the nearby modern style of redevelopment in the surrounding area, including the Woodsprings Suites hotel, Wyndham hotel, and nearby car dealership. The configuration of the proposed multifamily buildings on the subject site is a tier system, with five-story buildings near 10<sup>th</sup> Avenue North and the center of the site, while three-story buildings adjacent to the north and east to compliment adjacent uses. The density for the proposed development would be consistent with the higher density residential uses to the east and west.*

2. **Preservation of natural conditions.** The natural (refer to landscape code, Article 6 of these LDRs) landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal and by such other site planning approaches as are appropriate. Terrain and vegetation shall not be disturbed in a manner likely to significantly increase either wind or water erosion within or adjacent to a development site. Natural detention areas and other means of natural vegetative filtration of stormwater runoff shall be used to minimize ground and surface water pollution, particularly adjacent to major waterbodies. Fertilizer/pesticide conditions may be attached to development adjacent to waterbodies. Marinas shall be permitted only in water with a mean low tide depth of four (4) feet or more.

*Response: The site will not be disturbed in such a manner as to significantly increase either wind or water erosion within or adjacent to the development site. The site proposes to address its own drainage.*

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

*Response: Appropriate screening and buffering are provided on the proposed site plan that meets LDR requirements. The proposed development provides a ten-foot landscape buffer along 10<sup>th</sup> Avenue North and a five-foot landscape buffer around the perimeter of the subject site. A meandering path is provided along 10<sup>th</sup> Avenue North, thus providing additional buffering along the public ROW.*

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

*Response: The proposed site design offers the most reasonable, visual and acoustical privacy for all dwelling units given the site. The proposed development staggers the building orientation of all individual buildings on-site in relation to each other to promote privacy for residents. The multifamily buildings have been moved to the center of the site to avoid any privacy issues with nearby uses.*



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

*Response: Emergency access is provided to all proposed buildings with appropriate site circulation and access. A secondary emergency access only is provided at the southeast portion of the site. It will be developed as a mountable curb and will be gated at all times with access provided via a Knox box.*

6. Access to public ways. All buildings, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.

*Response: Safe and convenient access is provided via 10<sup>th</sup> Avenue North, which provides both ingress and egress for residents and guests. The multifamily development provides queuing for the subject site through a 150-foot throat distance from the south property line to the gate's call box.*

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

*Response: A pedestrian circulation system is provided that is separated from the vehicular circulation system as to assist in safe and efficient circulation. In addition, a meandering path is provided along 10<sup>th</sup> Avenue North which connects with the overall pedestrian system within the proposed development.*

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

*Response: The proposed ingress and egress drives located on 10<sup>th</sup> Avenue North will not create negative impacts on adjacent private property and minimize impacts on public and private ways.*

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

*Response: The proposed coordination of on-site circulation with off-site circulation is designed in such a manner as not to facilitate improper utilization.*

10. Design of on-site public right-of-way. On-site public street and rights-of-way shall be designed to for maximum efficiency. They shall occupy no more land than is required to provide access, nor shall they unnecessarily fragment development into small blocks. Large developments containing extensive public rights-of-way shall have said rights-of-way arranged in a hierarchy with local streets providing direct access to parcels and other streets providing no or limited access to parcels.

*Response: The site provides an additional 15' ROW dedication to the existing 80' ROW along 10<sup>th</sup> Avenue; the development will not be fragmented into small blocks.*

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

*Response: The City's Code requires a total of 379 parking spaces. Given the location of the site, nature of the development style, and programmatic needs for the development, 379 parking spaces*



are provided on-site. The Applicant has provided a parking study, demonstrating that the proposed development only requires a maximum of 347 parking spaces for 230 occupied dwelling units.

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

*Response: Refuse areas are designed to meet code requirements.*

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

*Response: The proposed development is designed to minimize negative impacts on adjoining properties; furthermore, the proposed development diversifies the corridor by providing residential options. The proposed development does not interfere with the functions of adjacent uses.*

14. Transitional development. Where the property being developed is located on the edge of the zoning district, the site plan shall be designed to provide for a harmonious transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, rhythm of openings and character. Consideration shall be given to a harmonious transition in height and design style so that the change in zoning districts is not accentuated. Additional consideration shall be given to complementary setbacks between the existing and proposed development.

*Response: The proposed development provides for a harmonious transition between surrounding commercial and neighborhood uses. Additionally, the exterior architecture offers high quality design and materials that further assists in creating a transition among surrounding architecture, density, and uses.*

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

*Response: Surrounding properties retain similar FLU and Zoning designations to that of the subject site, MU-W. The proposed development will continue to provide consistency with surrounding uses as well as maintain and promote a high-quality design standard.*

**DEVELOPMENT REGULATIONS**

The proposed development plan meets the regulations as set forth in the table below. Additionally, the subject site is subject to the major thoroughfare design guidelines as this regulation only applies to properties located on 10<sup>th</sup> Avenue North from Dixie Highway to I-95. The site is located west of this area, thus, the guideline does not apply.

Furthermore, the development proposes to utilize the Sustainable Bonus Incentive Program (SBIP) in order to increase building height. Details on meeting these program requirements are discussed under the SBIP section of this report.

<b>Section 23.3-18 (c) Development Regulations for Uses Permitted by Right</b>		
<b>TYPE</b>	<b>REQUIREMENT</b>	<b>PROPOSED</b>
<b>Density</b>	Max density 37.5 dwelling units per gross acre (230 DU/Lot Area =6.39 AC.)*	35.99 dwelling units per acre
<b>Lot Width</b>	75 ft.	230 ft.
<b>Height</b>	30 ft. (not to exceed 2 stories)	Building A & C: 5-stories* Buildings B,D & E: 3-stories*
	*Additional 35 ft. of height under Sustainable Bonus Incentive Program (not to exceed 6	Building A & C: 3 additional stories



	stories) for blocks fronting 10 <sup>th</sup> Avenue North.		Buildings B,D & E: 1 additional story
<b>Setback</b>	<i>Front</i>	20 ft. min.*	28 ft.
	<i>Rear</i>	15 ft. min.*	18 ft.
	<i>Side</i>	20 ft. min.*	20 ft.
	<i>Bonus Height and Stories</i>	SBIP requires an additional 8 ft. min. for Front and Rear setbacks	
<b>Living Area</b>	<i>Multi-Family (Min.)</i>	Eff.	400 SF
		1 BR	600 SF
		2 BR	750 SF
		3 BR	900 SF
		4 BR	1,350 SF
<b>Accessory Structure Limitations</b>	Limited to 40% of principal structure		
<b>Impermeable Surface Total</b>	<i>Small Lot</i>	65%	
	<i>Medium Lot</i>	65%	
	<i>Large Lot</i>	65%	61%
<b>Maximum Lot Coverage</b>	<i>Small Lot</i>	60%	
	<i>Medium Lot</i>	55%	
	<i>Large Lot</i>	50%	21%
<b>Maximum Wall Heights</b>	<i>Height at Setback</i>	30 ft.	
	<i>Height with SBIP</i>	65 ft.	

Section 23.3-25(b)(2) – Density

Per the MU-W base zoning district, the subject site is allowed a density of 30 dwelling units per acre. Pursuant to the Planned Development district regulations, any R-PD is allowed a density bonus of 25%. The increase in density permits a maximum density of 37.5 dwelling units per acre, thus the proposed development provides a density of 35.99 dwelling units per acre. The increase in density is permitted by providing twice the base line sustainable bonus value, which applies to each square footage above the maximum threshold. Please see the sustainable bonus spreadsheet provided in this submittal.

Section 23.3-18 (c) – Setbacks.\*

Pursuant to the setback regulations for developments permitted by right within the MU-W zoning district, minimum setback requirements are increased for those projects that are utilizing the SBIP in order to increase building height above the two-story height limit. As part of this development proposal, SBIP approval is requested in order to increase the building height; therefore, the site design is subject to the increased front façade and rear façade minimum setback requirements. Both setbacks require an additional distance of eight to twelve feet to the minimum requirement. However, the LDRs allow relief of that additional setback requirement due to the dedication of the right of way strip.

Section 23.6-1 – Landscape regulations.

Per the landscape regulations for new multi-family developments (Sec. 23.6-1 (f).2), the proposed site will provide the required ten-foot perimeter buffer adjacent to the 10<sup>th</sup> Avenue North right-of-way (ROW). In addition, the landscape strip provided on the west side of the property will provide a five-foot landscape strip as it is adjacent to an established tree line along the LWDD canal. The proposed landscape will meet the required minimum standards as provided within this section as well as provide higher quality landscaping within community areas.



Section 23.4-10 – Off-street parking.

Pursuant to Section 23.4-10, the parking requirements for the proposed multifamily development is detailed below:

Unit Type	Parking Requirements per Bedroom	Required Parking
1 Bedroom (104 Units)	1.5 Parking Spaces per Unit	156 Parking Spaces
2 Bedroom (117 Units)	1.75 Parking Spaces per Unit	205 Parking Spaces
3 Bedroom (9 Units)	2 Parking Spaces per Unit	18 Parking Spaces
Total		379 Parking Spaces

The proposed development provides a total of 379 parking spaces, which includes 82 compact parking spaces, 15 electric vehicle parking spaces, and 52 bike racks that substitute as eight parking spaces, thus the subject site does meet the City’s parking requirement.

**SUSTAINABLE BONUS INCENTIVE PROGRAM (SBIP)**

The proposed development seeks SBIP approval in order to increase the building height from the standard maximum regulation of two stories to permitting two, five-story buildings and three, three-story buildings, and to allow for a 25% increase in density. The SBIP offers the opportunity for the Applicant to increase building height within certain zoning districts in exchange for the incorporation of sustainable design features, community-based improvements and overall design excellence as part of the development proposal. The SBIP can be applied to developments in the MU-W Zoning District.

Section 23.2-33 (c).2. – Review/Decision

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

*Response: The development proposal is consistent with the square footage and height requested. The request in height includes the increase of three floors for Building A and C and an increase of one floor for Buildings B, D and E. Per Section 23.3-18 (c), a development may increase its building height by an additional 35 feet under the SBIP (not to exceed 6 stories) for blocks fronting 10<sup>th</sup> Avenue North. The subject site is located along 10<sup>th</sup> Avenue, therefore, meets this requirement.*

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

*Response: The proposed project meets Section 23.3-18 (c) Development Regulations, as discussed above, as well as offers additional on-site features that provide sustainable project enhancements (Section 23.2-33 (d)). These include elements of the clubhouse, pool and amenity deck, tot lot, and dog park; higher quality landscaping; providing architectural character and aesthetic excellence; providing a quality design based on urban form and density; and providing housing diversity and accessibility.*

Section 23.2-33 (d)(d) – Higher quality or additional open space beyond the requirements of the code.  
*Features such as a community clubhouse, pool deck, tot lot, and dog park offers the residents enhanced enjoyment of the provided open space areas and go beyond code minimum to increase quality of life.*

Section 23.2-33 (d)(h) – Character and aesthetic excellence/urban form and density/housing diversity and accessibility.

*The proposed development utilizes urban form and density to create a transition between surrounding intense commercial uses to lower residential uses by utilizing the “step-back” technique in building height. This method in urban form allows the development to provide the necessary transition between varying land uses that may otherwise be found to be incompatible with one another. Furthermore, the multi-family development provides housing diversity within the area as no other multi-family family options are provided within the immediate area.*



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

*Response: Not applicable.*

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

*Response: As identified by the criteria above, the proposed features and improvements meet the intent of the SBIP, onsite.*

## **ARCHITECTURE**

The architectural style being utilized for this project is contemporary. The main focus of the proposed development's design was to establish a modern look in a site where traditional styles of architecture would otherwise be used in order to break the mold and instill more diversity into the City of Lake Worth Beach's architectural scene. The proposed development has accomplished this by providing a variety of architectural techniques throughout the three building types such as:

- Vertical towers which break the verticality and horizontality of the architecture;
- Variant window styles and sizes;
- Series of score lines in designated areas provide a change of texture and in instances a visual base for the building;
- Solid and mesh balconies that provide an identity for particular units; and
- Metal awnings on top of sliders incorporates new materials while providing shade and slick frames throughout all buildings begin to engage and highlight connections to the site.

The color themes for the proposed development will match the style with a series of accent greys on a predominant white base.

### **Section 23.2-31 (I) – Community Appearance Criteria**

1. The plan for the proposed structure or project is in conformity with good taste, good design, and in general contributes to the image of the City as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

*Response: As demonstrated by the above architectural description, the proposed development is in conformity with good taste, good design, and in general contributes to the image of the City as a place of beauty, spaciousness, harmony, taste and high quality.*

2. The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

*Response: The proposed development provides high quality design and materials. The exterior design and appearance will not cause the nature of the local environment or evolving environment to materially depreciate in appearance value.*

3. The proposed structure or project is in harmony with the proposed developments in the general area, with code requirements pertaining to site plan, signage and landscaping, and the comprehensive plan for the City, and with the criteria set forth herein.

*Response: The proposed development is consistent with site plan requirements, signage, landscaping, and the comprehensive plan.*



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

*Response: It is found to be that the proposed development is in compliance with the architectural requirements.*

### **8. CONCLUSION**

The requested Rezoning to a R-PD zoning district, with an underlying MU-W, a Major Site Plan approval, and Sustainable Bonus Incentive Program are justified and consistent with the City of Lake Worth Beach's Comprehensive Plan, Code of Ordinances, and is compatible with surrounding uses. The subject site is in an ideal location to promote development. The development at this location improves an underutilized land area that is surrounded on all sides by built environment. The increase in density and building height through the R-PD zoning district and SBIP would allow a multifamily residential use that best compliments the 10<sup>th</sup> Avenue North corridor and surrounding high density residential uses. On behalf of the Applicant, WGI respectfully requests approval of this request to amend the subject site to a R-PD zoning district, with an underlying MU-W, and allow a Major Site Plan and SBIP approval.

AN APPRAISAL OF  
**THE VACANT LAND  
LOCATED ALONG THE NORTH SIDE OF  
10TH AVENUE NORTH, SOUTH OF KEAST LANE,  
AND 225' WEST OF BOUTWELL ROAD,  
IN THE CITY OF LAKE WORTH,  
PALM BEACH COUNTY, FLORIDA**

FILE NUMBER 18-77924

PREPARED FOR  
MR. IGNACIO CATTANEO

AS OF  
JUNE 26, 2018

BY  
MICHAEL R. SLADE, MAI, SRA, CRE  
CALLAWAY & PRICE, INC.



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June 28, 2018

Mr. Ignacio Cattaneo  
9959 Collins Ave., Apt. 401  
Surfside, FL 33154

Dear Mr. Cattaneo:

We have made an investigation and analysis of the vacant land located along the north side of 10th Avenue North, south of Keast Lane, and 225' west of Boutwell Road, in the City of Lake Worth, Florida. The Subject Property will be further described both narratively and legally within the following Appraisal Report. The purpose of this investigation and analysis was to provide our opinion of the "Across the Fence" (ATF) Value of the Fee Simple Estate of the Subject Property on June 26, 2018.

The Subject Property is a vacant, long and narrow strip of land currently owned by Lake Worth Investment Group that, in our opinion, has nominal Market Value by itself due to its small size (3,216 sq. ft.) and configuration. It sits directly along 10<sup>th</sup> Avenue North and the current owners are considering dedicating the strip of land to the City of Lake Worth. In the case of the Subject valuation, we have employed the "Across the Fence" appraisal methodology based on the Highest and Best Use of the Parent Tract (fully discussed herein).

This report has been prepared for our client and intended user, Mr. Ignacio Cattaneo. The intended use is for internal decision making. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

Based upon the scope of the assignment, our investigation and analysis of the information contained within this report, as well as our general knowledge of real estate valuation procedures and market conditions, it is our opinion that:

The "Across the Fence" Value of the Fee Simple Estate of the Subject Property, as of June 26, 2018 was:

**\$33,000**

Mr. Ignacio Cattaneo  
June 28, 2018  
Page Two

A description of the property appraised, and the adjacent Parent Tract, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. For your convenience, an Executive Summary follows this letter. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent.

Respectfully submitted,

CALLAWAY & PRICE, INC.

A handwritten signature in cursive script that reads "Michael Robert Slade".

Michael R. Slade, MAI, SRA, CRE  
Cert Gen RZ116

A handwritten signature in cursive script that reads "Nicola Ellefson".

Niccola L. Ellefson, MAI  
Cert Gen RZ2096

MRS/NLE/KPD/18-77924  
Attachments



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## *Executive Summary*

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PROPERTY TYPE	:	Vacant land.
LOCATION	:	The Subject Property is located along the north side of 10th Avenue North, south of Keast Lane, 225' west of Boutwell Road, in the City of Lake Worth, Florida. The property has a Lake Worth mailing address in zip code 33461.
DATE OF VALUATION	:	June 26, 2018
PROPERTY DESCRIPTION		
LAND	:	The Subject Property consists of a long and narrow shaped site, and contains approximately 3,216 square feet, or 0.074 acres of land. The adjacent Parent Tract is an irregular-shaped parcel of land comprised of 223,898 square feet, or 5.14 acres, according to the site plan provided.
IMPROVEMENTS	:	None.
ZONING	:	Mixed Use - West (MU-W) with a maximum density of 30 units per acre by the City of Lake Worth.
LAND USE PLAN	:	Mixed Use - West (MU-W) by the City of Lake Worth.
HIGHEST AND BEST USE		
AS VACANT – SUBJECT	:	Assemblage with Across the Fence (ATF) Parent Tract for future development.
AS VACANT – PARENT TRACT	:	As proposed for multifamily apartments.
ACROSS THE FENCE (ATF) VALUE OF THE FEE SIMPLE ESTATE OF THE SUBJECT PROPERTY, AS OF JUNE 26, 2018	:	\$33,000



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Engagement Letter	
Qualifications:	
Michael R. Slade, MAI, SRA, CRE	
Niccola L. Ellefson, MAI	



**CERTIFICATION**

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
4. We have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The analyses, opinions, and conclusion were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and The Interagency Appraisal and Evaluation Guidelines, December 10, 2010.
9. Niccola L. Ellefson, MAI has made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the persons signing this certification.
11. The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.



12. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
13. The reported analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
14. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
15. As of the date of this report, Michael R. Slade, MAI, SRA, and Niccola L. Ellefson, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.

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Michael R. Slade, MAI, SRA, CRE  
Cert Gen RZ116

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Niccola L. Ellefson, MAI  
Cert Gen RZ2096



**GENERAL ASSUMPTIONS**

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.
2. The value opinion in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.
3. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.
4. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. No right to expert testimony is included, unless other arrangements have been completed. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements; and, in any event, the appraiser's total liability for this report is limited to the actual fee charged.
5. No rights to expert witness testimony, pre-trial or other conferences, depositions, or related services are included with this appraisal. If as a result of this appraisal process Callaway and Price, Inc., or any of its principals, its appraisal consultants or experts are requested or required to provide any litigation services, such shall be subject to the provisions of the engagement letter or, if not specified therein, subject to the reasonable availability of Callaway and Price, Inc. and/or said principals or appraisers at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses of Callaway and Price, Inc. either in accordance with the engagement letter or arrangements at the time, as the case may be.



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## ***General Assumptions and Limiting Conditions***

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6. Any material error in any of the data relied upon herein could have an impact on the conclusions reported. We reserve the right to amend conclusions reported if made aware of such error. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusion within 30 days of delivery of this reported and should immediately notify us of any questions or errors.
7. The market value reported herein assumes that all taxes and assessments have been paid, and assumes a fee simple interest unless otherwise reported. The body of the report will define the interest appraised if it differs.
8. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.
9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.
10. Our opinion of value was based on the assumption of competent marketing and management regarding the property. If there is no competent marketing and management, then the market value opinion herein may not apply.
11. Typically, the best indication of site size and boundaries is a boundary survey. We requested but were not provided a boundary survey. If the site size utilized differs significantly from the actual size, the appraisal may be subject to revision.

### **LIMITING CONDITIONS**

1. No hypothetical conditions are part of this appraisal assignment.
2. No extraordinary assumptions are part of this assignment.



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## ***General Assumptions and Limiting Conditions***

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3. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of, nor did the appraisers become aware of such during their inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.
4. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.
5. A site plan of the Subject site, as well as of the adjacent larger, or Parent Tract, was provided and shown herein. The site plan was prepared by WGI, Project Name: Golden Rod Apartments, Job 2154.01, dated 12/06/16, and revised 10/20/17 and depicts the larger adjacent parcel in addition to the Subject site. The Subject Property consists of a long and narrow shaped sliver of land with dimensions of 14' x 229.75' and containing approximately 3,216 square feet, or 0.074 acres, according to the site plan. We have relied upon the site plan herein; if the land area is found to be different than what we were provided, the value could change.



VIEW OF SUBJECT PROPERTY LOOKING WEST



VIEW OF SUBJECT PROPERTY ALONG 10<sup>TH</sup> AVE N



VIEW OF ADJACENT PARENT TRACT



VIEW OF ADJACENT PARENT TRACT TOPOGRAPHY



LOOKING SOUTH FROM PARENT TRACT AT SUBJECT ALONG 10<sup>TH</sup> AVENUE NORTH



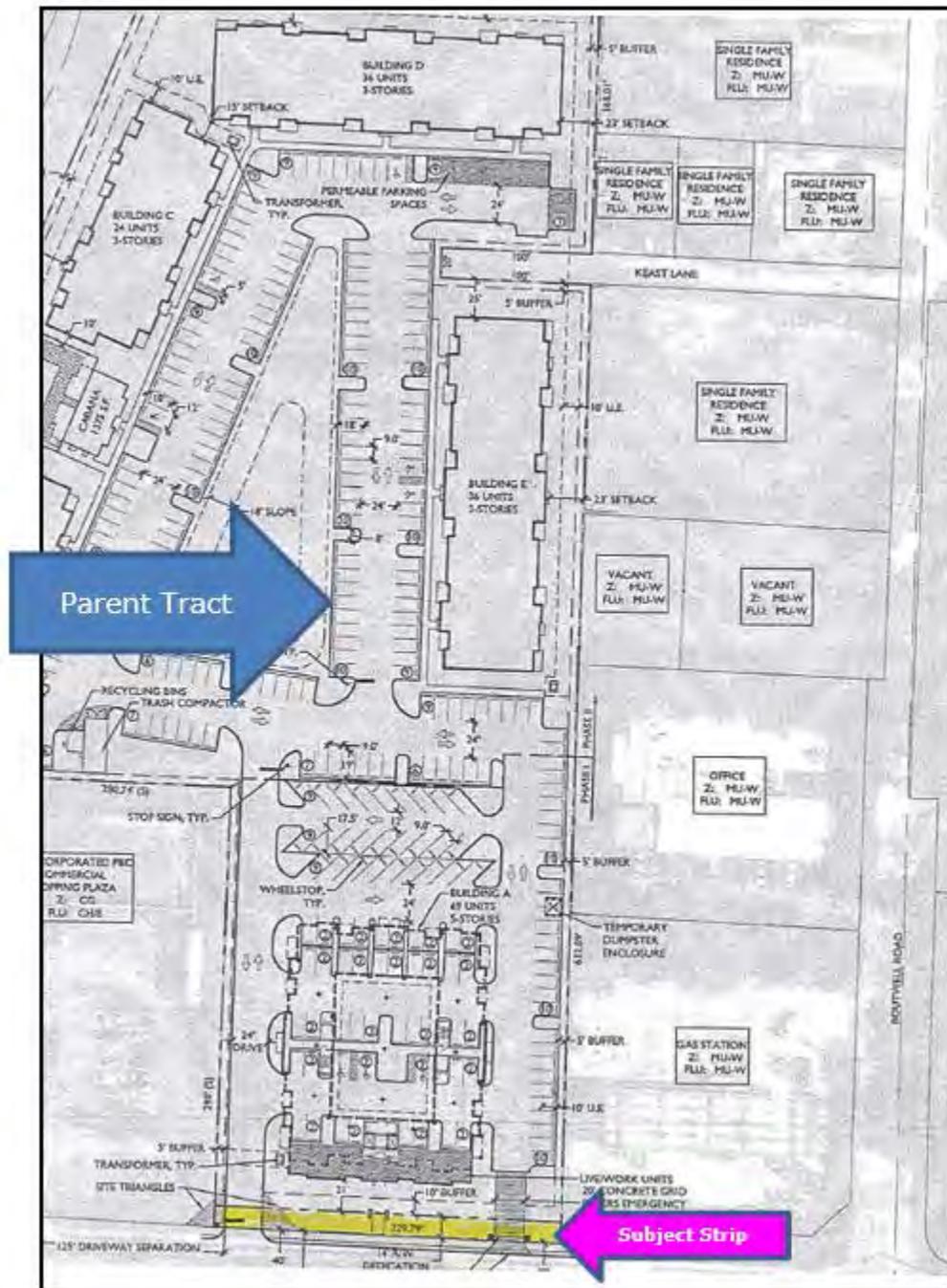
VIEW LOOKING EAST ALONG 10TH AVENUE NORTH FROM SUBJECT



VIEW LOOKING WEST ALONG 10TH AVENUE NORTH FROM SUBJECT



AERIAL VIEW



SITE PLAN



## **DEFINITION OF THE APPRAISAL PROBLEM**

### Purpose, Date of Value, and Interest Appraised

The purpose of this investigation and analysis was to provide our opinion of the "Across the Fence" Value of the Fee Simple Estate of the Subject Property as of June 26, 2018.

### Intended Use and User of Appraisal

This report has been prepared for our client and intended user, Mr. Ignacio Cattaneo. The intended use is for internal decision making. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

### Legal Descriptions

Lengthy metes and bounds legal descriptions can be found in the Addenda.

Source: Public records and client.

### Market Value

"As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Source: The Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010, Pgs. 61-62.



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## ***Definition of the Appraisal Problem***

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### Fee Simple Estate

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Fee Simple Estate on page 78 as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

### Across the Fence Method

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Method on page 3 as follows:

"A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land."

### Across the Fence (ATF) Value

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Value on page 3 as follows:

"In corridor valuation, a value opinion based on comparison with adjacent lands including the consideration of adjustment factors such as market conditions, real property rights conveyed, and location."

### Exposure Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Exposure Time on page 73 as follows:

"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market."

There is a requirement under Standard Two to report exposure time according to the latest USPAP publication. "Exposure Time" is different for various types of property under different market conditions.

We have reviewed the exposure time on the sales contained in the Sales Comparison Approach in this appraisal. Based on that data and the current market, it is our opinion that the Subject Property would have had an exposure time of approximately 12 months.



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## ***Definition of the Appraisal Problem***

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### Marketing Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Marketing Time on page 140 as follows:

“An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.”

“Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, “Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions” address the determination of reasonable exposure and marketing time.”

Based on this, and considering the marketing times of the sales used in our Sales Comparison Approach, the Subject should have a marketing time of up to 12 months, provided there is adequate financing available, the property is listed for sale at market value, and is marketed by a competent brokerage firm.



## **SCOPE OF WORK**

According to the 14th Edition of The Appraisal of Real Estate, page 135, "Scope of Work refers to the type and extent of research and analyses in an assignment. The appraiser is responsible for determining the appropriate scope of work in the appraisal assignment. Scope of work for an assignment is acceptable if it leads to credible assignment results, is consistent with the expectations of parties who are regularly intended users for similar assignments, and is consistent with what the actions of the appraiser's peers would be in the same or a similar assignment."

The first step in the appraisal process is the identification of the appraisal problem which included the purpose and date of value, determining the interest being appraised, intended use and user of the appraisal, and identifying the real estate (legal description). This step also determines if the appraisal was subject to any extraordinary assumptions or hypothetical conditions, which it was not.

The next step involves the inspection of the Subject Property in June 2018 by Nicola L. Ellefson, MAI. Our inspection allowed us to understand the physical components of the Subject Property. In addition to the inspection of the Subject Property, we also began the data-collection process and, subsequently, an analysis of the factors that affect the market value of the Subject Property, including property data analysis. We gathered and reviewed information from the Palm Beach County Property Appraiser's Office, City of Lake Worth Planning and Zoning Department, and interviews with brokers, owners and other market participants to understand and describe the Subject Property and its surroundings.

The third step in the process is a market area analysis and neighborhood analysis to determine the Highest and Best Use of the Subject Property. Through the Highest and Best Use analysis, we determine the issues that have an effect on the final opinion of value. To determine the Highest and Best Use, we rely on information obtained from the data-collection process.

The fourth step was the application of the appropriate approach for the site valuation. *No approaches were specifically omitted from this appraisal either by the client or the appraiser.* The most reliable way to estimate land value is by the Sales Comparison Approach. When few sales are available, however, or when the value indications produced through sales comparison need additional support, alternative techniques like extraction or allocation may be applied. There have been no relevant sales of similar strip or easement parcels that we could confirm. Therefore, the standard Sales Comparison Approach is limited due to lack of arm's length sales of similar sites.



According to *The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, alternative valuation approaches for buffer land may include the Across the Fence (ATF) method. The Subject Property is owned by the Lake Worth Investment Group, LLC. It has direct frontage along 10<sup>th</sup> Avenue North and could potentially be dedicated to the city for roadway use. It is our opinion that the Subject site has nominal Market Value by itself due to its small size and configuration.

Therefore, we have employed the "Across the Fence" ATF appraisal methodology in our analysis based on the comparison to abutting land. This theory is consistent with the Highest and Best Use of assumed assemblage with ATF land, and a sale to abutting owners. In the value of the Subject Property, we have analyzed the adjacent site to the north, the "parent" tract to derive a value estimate on a per square foot basis. This unit value was applied to the Subject's land area in order to determine an overall value opinion for the Subject Property.

Therefore, in the case of the Subject Property the only approach used was the Sales Comparison Approach via the ATF methodology. Since only one approach to value was used, no reconciliation was needed.



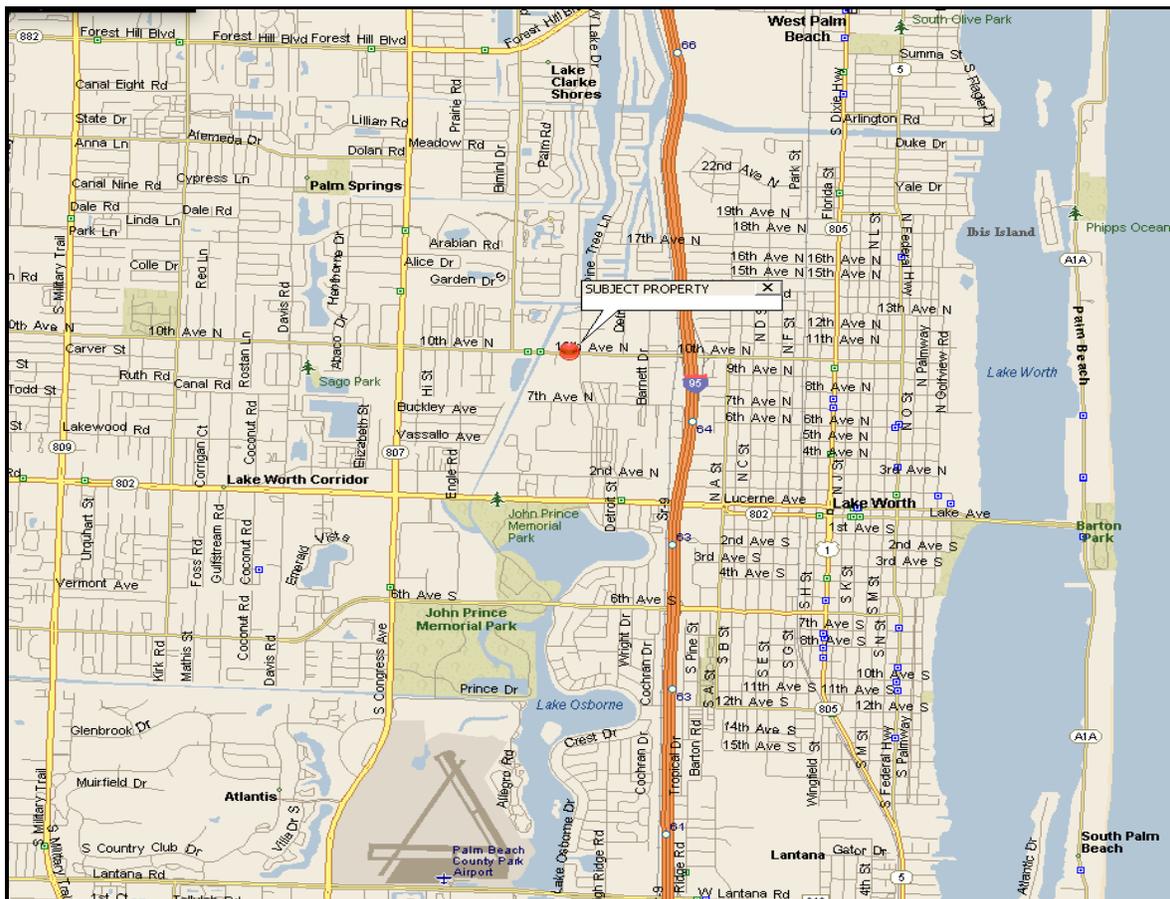
## **NEIGHBORHOOD DATA**

### Preface

The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 14th Edition on page 165 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries."

Neighborhood analysis requires the identification of boundaries. The boundaries may be defined by complimentary land uses, social factors, economic, or physical boundaries. In the case of this appraisal assignment, neighborhood boundaries are identified by physical boundaries and surrounding land uses.

### *Neighborhood Map*





The Subject neighborhood is situated in the central portion of Palm Beach County and consists of properties located in Greenacres, Lake Worth, Palm Springs, Atlantis, Lake Clarke Shores and unincorporated areas of Palm Beach County, Florida. The neighborhood is bounded by Forest Hill Boulevard on the north, Lantana Road on the south, Interstate 95 on the east, and Jog Road on the west.

Land uses within the Subject neighborhood are varied and include many types of commercial, industrial and residential properties. The commercial uses include neighborhood shopping centers, gas stations, a variety of strip centers, restaurants, financial institutions, auto service facilities and automobile sales facilities. The industrial uses include warehouses, storage and manufacturing facilities. Several major land uses are situated within the neighborhood including the Palm Beach County Park Airport, John Prince Memorial Park, the Atlantis Country Club and Golf Course, and the JFK Medical Center.

The primary north/south thoroughfares through the neighborhood include Congress Avenue, Military Trail, and Jog Road which handle the majority of the local traffic. Interstate 95 provides excellent access to all of Florida's east coast.

The major east/west thoroughfares through the Subject neighborhood are 10th Avenue North, Forest Hill Boulevard, 6<sup>th</sup> Avenue South/Melaleuca Lane, Lake Worth Road, and Lantana Road. Most of these thoroughfares have access to Interstate 95 and extend from U.S. Highway 1 to the western extremes of the County. Lake Worth Road provides access to Florida's Turnpike and extends from Ocean Avenue to beyond State Road 7 (U.S. Highway 441).

Boutwell Road is currently under construction directly south of the Subject Property in the city's Park of Commerce. A total of \$1.4 million will be spent on Boutwell Road for road widening, sidewalks, and installing utilities. The Park of Commerce is a 375-acre site and connector along Interstate 95 north of Lake Worth Road that has been the subject of upgrades for nearly 20 years. The city received the money from the U.S. Economic Development Administration. The road project should be done by June 2019 and will create 320 jobs, and is expected to lure close to \$20 million in private investment.

At the southwest quadrant of 10<sup>th</sup> Avenue North and Boutwell Road, an 18.6-acre site was improved with a 252,000-square-foot warehouse/distribution project called Interstate Business Center. The warehouses were completed and delivered in December 2016. The two buildings each have 126,000 sq. ft. and are reportedly 75% leased with rents in the \$7.95 per sq. ft. NNN range. Wurth Action Bolt and Tool is occupying one of the buildings at 701 Boutwell Road. In September 2017, Silverman Group paid \$30.7 million (or \$122 per sq. ft.) for these two industrial buildings. The land, which totals 18.6-acres had sold in 2015 for \$4.9 million, or \$6.04 per sq. ft. The Silverman Group is a family-owned private equity and development firm focused on commercial and industrial real estate, and has an office in Palm Beach. Plans are anticipated to be submitted for a Wyndham Hotel at the southwest corner of 10th Avenue North and Boutwell Road. The area is expected to be a future hub of



commercial activity and improving Boutwell Road and the area's infrastructure makes the entire area more attractive to businesses.

The neighborhood is approximately 90% developed. Over the past 5-10 years or so, there have been apartment complexes and multi-dwelling townhouse complexes built on the few remaining vacant parcels. A recent project completed in the neighborhood is The Village at Lake Worth, a 216-unit luxury development located on the northwest corner of Lake Worth Road and Boutwell Road, across from John Prince Park with views of Lake Osborne. The apartment rents range between \$990 and \$1,465 per month and demand has reportedly been strong.

A planned residential development called Village of Valor is expected to open in 2018. Although the complex will be focused on veterans and their families, housing will be open to any low-income family. Located at 2431 2<sup>nd</sup> Avenue N., the project is being built on a 13-acre site and will have 140 apartments and townhomes, as well as a coffee shop, dining room, library, playground, pool and park. A support center on site will help homeless vets get counseling and find work. The complex is set to have a small-town feel and will be designed to cultivate a new family for veterans. This apartment/townhouse project is being constructed in conjunction with private funding and tax credits and grants from the Veterans Association. Rent will cost about \$1,000 a month for a two-bedroom unit, but most residents likely will receive housing assistance from federal programs.

Public and private schools adequately serve the neighborhood. Several elementary, middle, and high schools are located within, or near the neighborhood. Palm Beach State College, located at Lake Worth Road and Congress Avenue, is a two-year college offering a variety of courses ranging from business to the social sciences, with three other branches in other sections of Palm Beach County.

Medical facilities are conveniently located within the neighborhood. JFK Medical Center, founded as a 150 bed hospital in 1966, is located on Congress Avenue, just south of 6<sup>th</sup> Avenue South. The facility recently completed its \$76 million expansion project that increased the number of beds to 424. The expansion included a new emergency room, 37 additional hospital beds, 57 additional private rooms (making 70% of the rooms private) and a new 36-bed Intensive Care Unit. Other private medical facilities are located throughout the neighborhood, such as nursing homes and medical and dental offices.

### Conclusion

The Subject neighborhood is an established residential and commercial area of Central Palm Beach County. The neighborhood's convenient access to other areas of Palm Beach County makes it a desirable area.



## **APARTMENT MARKET OVERVIEW**

In this Market Overview section, we will present market information on apartment supply and rental demand, as well as rental housing market trends. The information presented was gathered from various apartment market surveys coupled with our own research.

### **Palm Beach County Apartment Market**

We analyzed data reported in the *Palm Beach County Quarterly Housing Report – 2nd Quarter 2018*, prepared by Reinhold P. Wolff Economic Research, Inc., for insight into the multi-family rental market.

During the 1st quarter of 2018, a total of 326 new rental apartments were absorbed in Palm Beach County, 716 new units were completed, and 752 units were started. The 2,561 new units absorbed in the county during all of 2017 was 68.5% greater than 1,520 absorbed during 2016. In the last 6 months (from October 2017 to March 2018), 355 new rental units were completed per month.

New rental apartment building activity is modest compared to the estimated demand level of about 5,335 units per year during 2018-2021. Up to six months of supply is considered as acceptable to have available without having an excessive supply. This means that the market could therefore support up to 2,668 new units in inventory at the present time. This also suggests that the apartment vacancy rates should remain low in the foreseeable future.

The most recent reported vacancy rate within Palm Beach County in mature apartment developments (18+ months) was 5.3% as of May 2018, being slightly lower than the 5.6% rate reported in May 2017. The vacancy rate was found to be the highest in the Central West Palm Beach area (Areas 4 & 4A) at 6.6%, followed by the Jupiter/Palm Beach Gardens area (Areas 1 & 2) with 6.1%. The Subject Property falls within the Lake Worth/Lantana sub-market (Area 8), which reflected a vacancy rate of 3.6%, well below the Palm Beach County average at 5.6%.

The overall average monthly rent for apartments in mature rental developments within Palm Beach County increased by \$33.00 to a total of \$1,726 per month from one year ago. Over the past year the average rent increased 3.0% from the \$1,676 average found a year ago. During the most recent 3 month period, one bedroom rents increased by \$29.00 to \$1,470; two bedroom rents increased by \$25.00 to \$1,755; and three bedroom rents increased by \$65 to \$2,121 on a monthly basis.

As of 2<sup>nd</sup> quarter 2018, the Subject's Area 8, Lake Worth/Lantana, had average monthly rates of \$1,256 for a one-bedroom, \$1,508 for a two-bedroom apartment, and \$1,849 for a three-bedroom unit. Rents have increased substantially over the past year in this area. In 3<sup>rd</sup> quarter 2017, the Subject's Area 8, Lake Worth/Lantana, had average monthly rates of \$1,088 for a one-bedroom, \$1,343 for a two-bedroom apartment, and \$1,577 for a three-bedroom unit.



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## ***Market Overview***

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Lower-income affordable tax credit developments are surveyed separately from market rate developments. Based on the survey of 33 fully completed and absorbed tax credit developments in Palm Beach County as of May 2018, these developments contain a total of 6,836 units of which 0.8% are vacant.

The overall average monthly rent of apartments in the tax credit developments is \$977 or approximately 43.4% lower than the average of \$1,726 found in the market rate developments.

### Conclusion

In the local market, data shows that rental rates appear to be increasing, especially within projects with renovated units in good location. The most recent Reinhold Wolf study shows rents have been increasing for several years and seem to be continuing along this trend. The creation of new apartment product seems to be at a steady pace, but below the current demand, thus occupancies are trending upward.

Sales of multifamily apartment projects within Palm Beach County are showing shorter marketing times, with an increase in activity as of late, and a trend of prices shifting from stabilized to increasing due to improvements in the economy overall.

Overall, the general consensus of our conversations with active market participants was that market activity has momentum for this property type, demand is expected to continue, and the long term outlook is very positive for the Subject's market area.

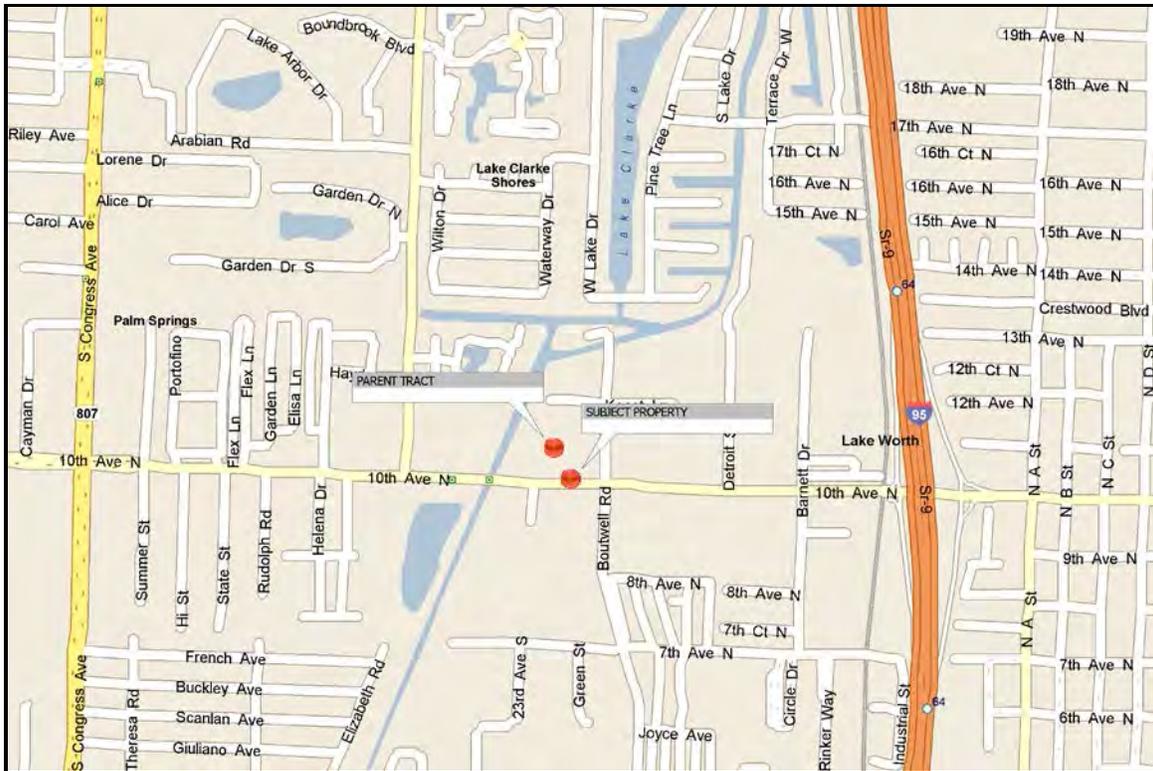


## **PROPERTY DATA**

### Location

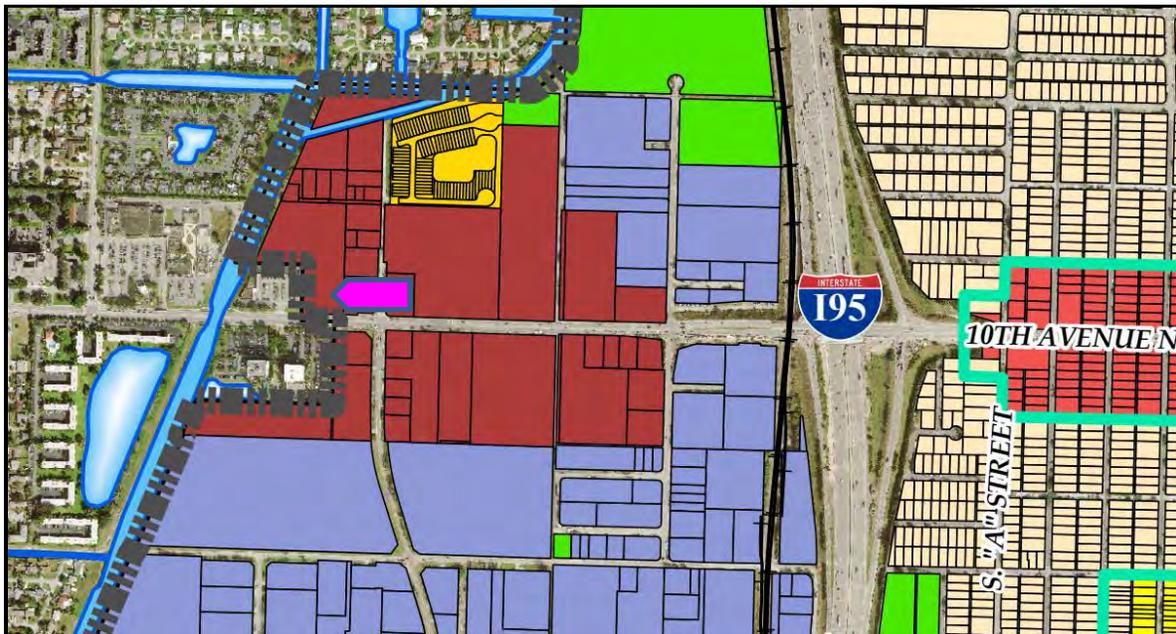
The Subject Property is located along the north side of 10th Avenue North, south of Keast Lane, and 225' west of Boutwell Road, in the City of Lake Worth, Florida.

### **Location Map**



### Zoning

The Subject Property is currently zoned Mixed Use - West (MU-W) with a maximum density of 30 units per acre by the City of Lake Worth. The normal FAR limitation under this zoning for lots of at least 7,500 sq. ft. is increased an additional 0.50 under the sustainable bonus incentive program. Basically, bonus density is given for providing affordable housing. A zoning map can be found on the following page.



Zoning Map

Land-Use Plan

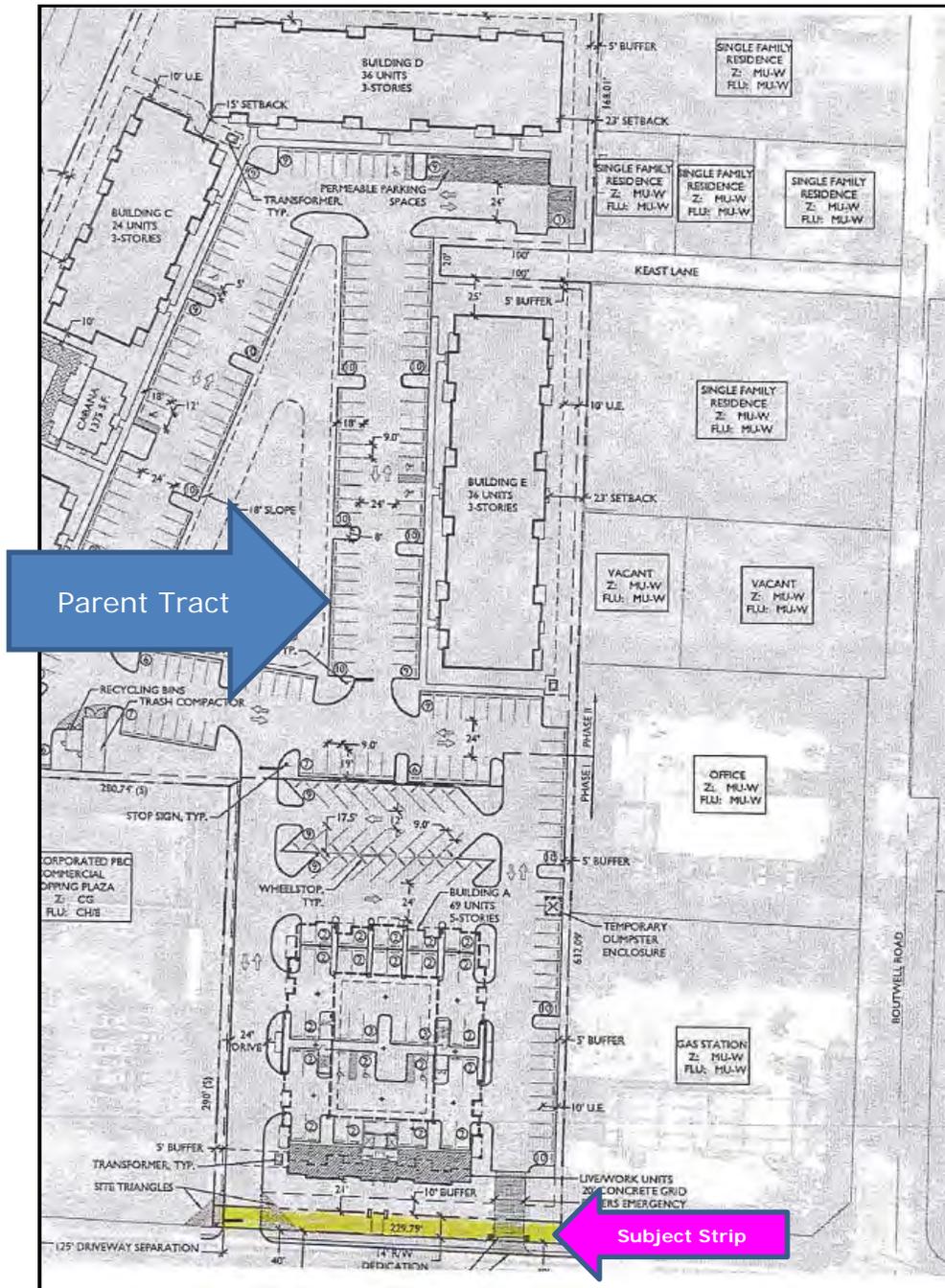
The Land Use Plan designation for the Subject Property is Mixed Use - West (MU-W) by the City of Lake Worth.

Easements and Deed Restrictions

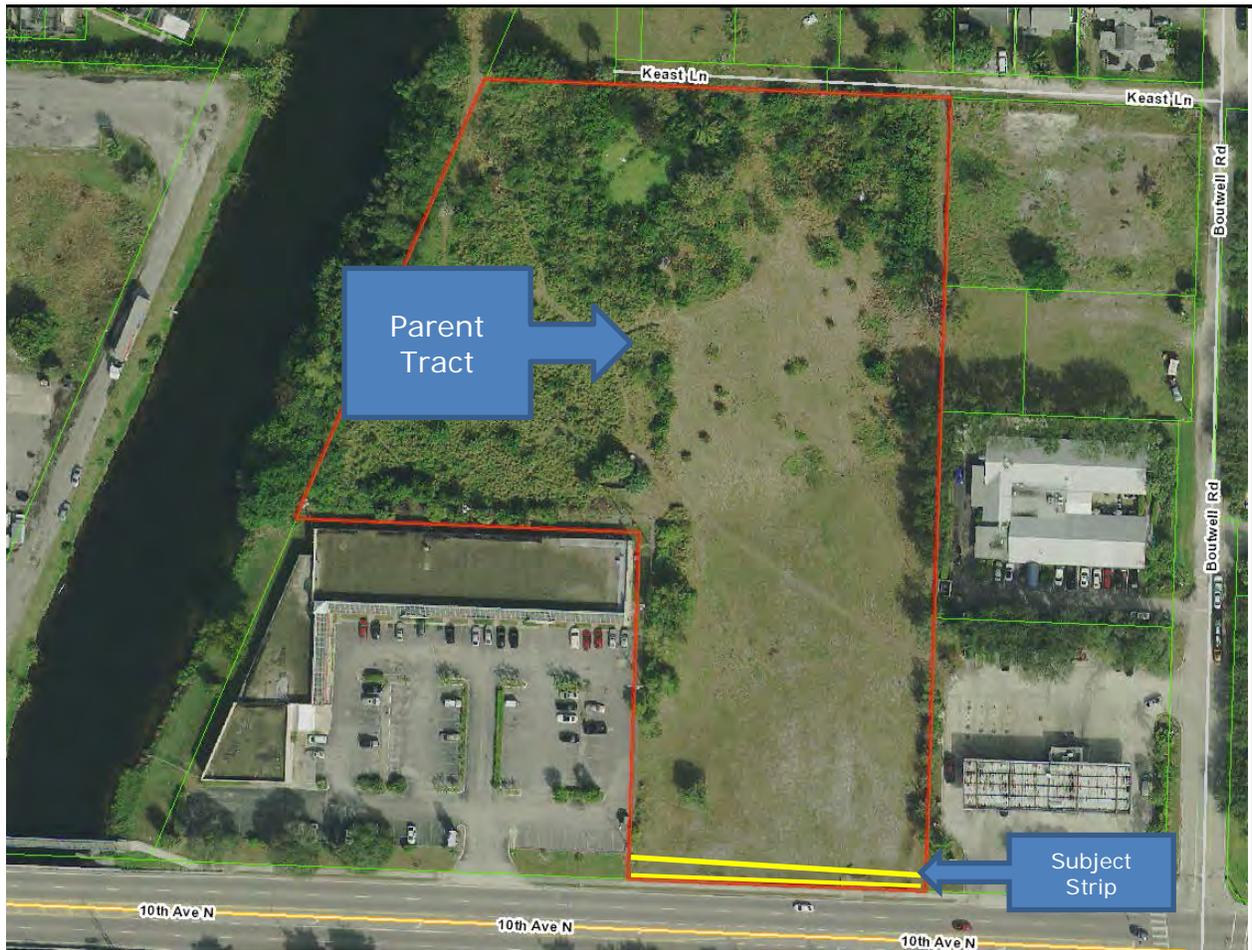
We have not been provided a title search for the Subject Property. Based upon our inspection of the property records, no adverse easements or deed restrictions were noted.

Site Size, Shape and Access

A site plan of the Subject site was available for our review, which also included the adjacent larger tract, referred to as the Parent Tract. The **Subject Property** consists of a long and narrow 14' x 229.75' parcel of land along 10th Avenue North. The site contains approximately 3,216 square feet, or 0.074 acres of land. The site plan of the Subject was provided by our client and is shown on the following page.



The adjacent, larger, **Parent Tract** to north of the Subject strip is irregular in shape and contains 223,898 square feet, or 5.14 acres. This site has similar topography and also has canal frontage along a LWDD canal on its west side. It has similar zoning and land use designations. The Parent Tract has 229.75' along the north side of 10th Avenue North, 630' along the east side, 373' on the north side, and 383' on the west side. Overall, access and exposure are considered to be average. A Parcel Map indicating the Subject Property and the adjacent Parent Tract is shown on the following page.



### Utilities

All public utilities are available for the Subject Property and the Parent Tract. Water and sewer service is provided by the City of Lake Worth, electricity by FPL, and telephone service by AT&T and other private carriers.

### Topography

The Subject site and the Parent Tract are generally level and slightly above the grade of the surrounding roads. While a soil survey was not provided, no drainage problems were noted at the time of inspection.



Census Tract

2017 FFIEC Geocode Census Report

Address: 2310 KEAST LN, LAKE WORTH, FL, 33461  
MSA: 48424 - WEST PALM BEACH-BOCA RATON-DELRAY BEACH, FL  
State: 12 - FLORIDA  
County: 099 - PALM BEACH COUNTY  
Tract Code: 0043.00

Summary Census Demographic Information

Tract Income Level	Upper
Underserved or Distressed Tract	No
2017 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	\$67,900
2017 Estimated Tract Median Family Income	\$90,388
2010 Tract Median Family Income	\$87,750
Tract Median Family Income %	133.12
Tract Population	5973
Tract Minority %	32.43
Tract Minority Population	1937
Owner-Occupied Units	2095
1- to 4- Family Units	2524

Census Income Information

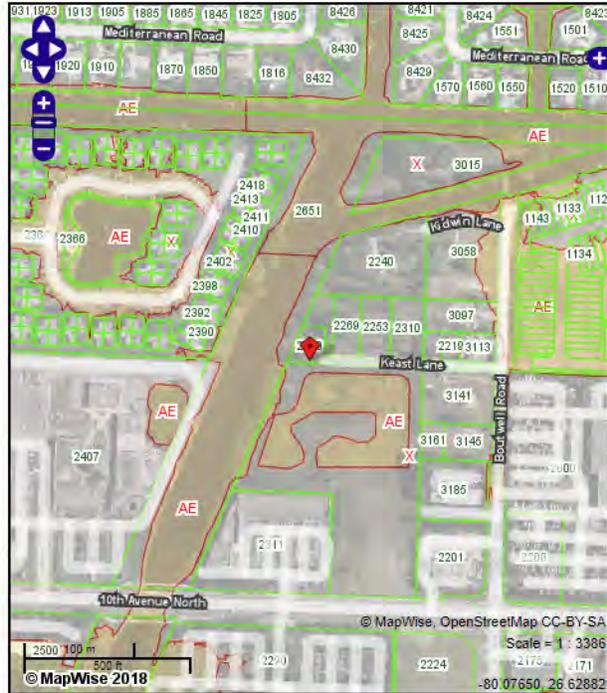
Tract Income Level	Upper
2010 MSA/MD/statewide non-MSA/MD Median Family Income	\$65,914
2017 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	\$67,900
% below Poverty Line	7.52
Tract Median Family Income %	133.12
2010 Tract Median Family Income	\$87,750
2017 Estimated Tract Median Family Income	\$90,388
2010 Tract Median Household Income	\$69,636



Flood Hazard Zone

Flood Report

Address (from parcels)	2289 KEAST LN LAKE WORTH 33461
FEMA Data Source	DFIRM - Digital Flood Information Rate Map
Inside Special Flood Hazard Area?	OUTSIDE SPECIAL FLOOD HAZARD AREA
Risk Level	MODERATE TO LOW RISK AREAS
Flood Zone(s)	X
Description(s)	X = OUTSIDE FLOODPLAIN
Base Flood Elevation	-9999.000000000
NFIP Community Name	Palm Beach County
County	PALM_BEACH
State	Florida
NFIP Community Number	120192
NFIP Map Number or Community Panel Number	12099C0589F
Inside CBRA?	FALSE
CBRA Type	N/A
Map Panel Effective Date	10/5/2017
LOMA/LOMR (yes/no)	UNKNOWN - check map
LOMA/LOMR Date	UNKNOWN - check map



Assessed Value and Taxes

The assessed values and taxes for both the Subject Property and adjacent Parent Tract are shown in the following chart.

<u>Subject Assessment and Taxes - 2017</u>				
Folio Number	Land Assessment	Improvement Assessment	Total Assessment	Taxes
Subject site is part of Parent tract:				
383-44-20-01-026-0010	\$771,000	N/A	\$771,000	\$18,093

It is noted that the Subject Property is part of the larger parent tract and is not separately assessed.



Property History

A title search was not provided by the client, nor did our office perform one. We make no warrant as to the legal title of the Subject Property. According to the Palm Beach County Property Official Records, the Subject is currently under the ownership of Lake Worth Investment Group, LLC. The Parent Tract was purchased in September 2013 for a total consideration of \$925,000 or \$4.13 per square foot. The current owner/developer has hired WGI to draft a preliminary site plan to develop the site with a residential apartment community. To the best of our knowledge, no approvals are in place yet. The sale in 2013 appears to have been market oriented at that time, however based on the age of this sale and changes in market conditions it will not be considered in our analysis. There have not been any other recorded sales on the Subject Property within the past five years that we were made aware of. As far as we could determine, the Subject Property is not listed for sale or under contract at this time.



## **HIGHEST AND BEST USE**

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute defines Highest and Best Use on page 93 as follows:

"The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

To estimate the Highest and Best Use of the Subject, we have considered those uses which are legally permissible, physically possible, financially feasible, and maximally productive. Consideration was given to individual features of the land such as size, shape, location, access to roadways, and the availability of utilities. Consideration was also given to the surrounding land uses and the demand for property in the current real estate market.

As stated in the Scope of Work section of the report, the Subject, which is located along the north side of 10th Avenue North, south of Keast Lane, and 225' west of Boutwell Road is a strip of land that the owners may dedicate to the City of Lake Worth. The site is a 14' wide x 229.75' long strip of vacant land not used for any particular purpose. In the Subject valuation, we have used the Across the Fence (ATF) method where we utilize the market data of adjacent or near-by properties, which assumes that the value of the land is similar to the value of adjacent properties. This theory is consistent with the Highest and Best Use of assumed assemblage with ATF land and sale to abutting owners.

In the case of the Subject Property, we have analyzed the adjacent site to the north, referred to as the "parent tract" to derive a value estimate on a per square foot basis. This unit value will be applied to the Subject's land area in order to determine an overall value opinion for the Subject Property. As we are estimating the land value of the adjacent parcel, it is appropriate to consider the Highest and Best Use of this parcel, as well, prior to analyzing comparable market data.

### **Conclusion – Parent Tract**

The Parent Tract is a 5.14-acre vacant site. The current Highest and Best Use of the site is for residential multifamily development, based on the following criteria:

#### **Legally Permissible**

The current MU-W, Mixed Use–West zoning would allow future development of the site to a maximum residential density of 30 units per acre.

#### **Physically Possible**



The vacant site is irregular in shape and contains 5.14 acres. The site's size and shape allow for multiple development options. The site has average roadway exposure and access and is physically well suited for multifamily type of use due to the topography, size and location.

#### Financially Feasible

The surrounding land uses are an important consideration, especially in regard to the principle of conformity. The site's immediate land uses consist of single family homes, PUD's (Planned Unit Developments), multifamily projects including villas and townhomes, trailer parks, along with commercial uses along surrounding arterial roadways. The residential market in Palm Beach County has been experiencing strong demand especially in the multifamily segment. Based on the aforementioned market conditions, it is our opinion that the financially feasible use for the site would be as proposed for a multifamily residential project as allowed by the zoning.

#### Conclusion – As Vacant

Therefore, based on an analysis of the neighborhood, prevailing land values, active market participants, as well as current economic conditions, it is our opinion that the Highest and Best Use of the site is for future multifamily residential development. The most probable buyer of the Parent Tract would be an investor/speculator looking to develop the site with a high density residential project of some sort, as previously discussed.



## **LAND VALUE ANALYSIS**

According to the 14<sup>th</sup> Edition of The Appraisal of Real Estate on page 44, the valuation of land begins by identifying the real estate and property rights valued, any encumbrances, use restrictions, and the land's physical characteristics. An appraiser can use several techniques to obtain an indication of land value:

- Sales Comparison
- Extraction
- Allocation
- Subdivision Development
- Land Residual
- Ground Rent Capitalization

Usually the most reliable way to estimate land value is by sales comparison. When few sales are available, however, or when the value indications produced through sales comparison need additional support, procedures like extraction or allocation may be applied. In the case of the Subject Property the only approach used was the sales comparison approach.

### **Sales Comparison Approach**

In order to estimate the Market Value of the Subject Property by the Sales Comparison Approach, a search was made for recent sales of vacant land with characteristics similar to the Subject. Since the Highest and Best Use of the Subject Property is for multifamily residential development, we have used recent sales of properties that were purchased for multiple-family residential development. Our search was concentrated on properties located within close proximity to the Subject Property. We searched for the last 12 months but found no 2018 sales due to the lack of available land. Therefore, we went back to 2017 and found five good comparable multifamily land sales. The comps were analyzed and compared to the Subject Property on a price per square foot of land area basis and a price per potential residential dwelling unit basis. These are the units of comparison most widely recognized by participants in this market sector. All of the comps were considered with regard to property rights transferred, financing, conditions of sale, time or market conditions, location, size, site quality and access.

As mentioned in the Scope and Highest and Best Use sections of the report, we have based on our analysis on the Across the Fence (ATF) method. In order to apply this methodology, we have estimated the Subject's value per square foot based on the adjacent Parent Tract and then applied the unit value to the Subject Property's square footage. The comps and Parent Tract are summarized on the chart on the following page, with a location map and detailed sales write-ups to follow.



Discussion of Vacant Land Sales

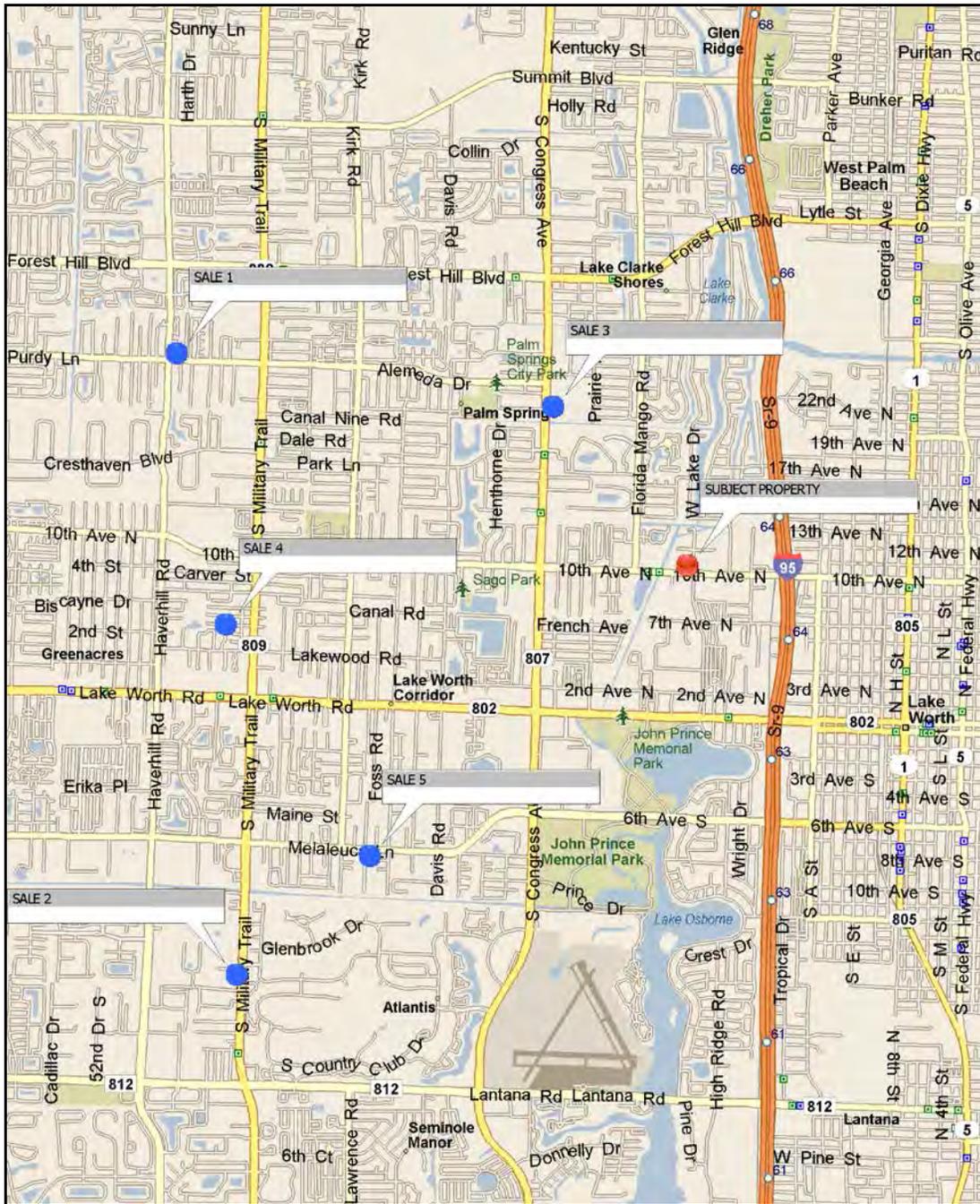
**Vacant Land Sales  
Callaway & Price, Inc. #18-77924**

Sale Number	Subject Parent Tract	1	2	3	4	5
Record ID Number		9690	9632	9482	9483	9484
ORBK/PG		29439/1090	29263/01262	29108/0599	28972/1133	28877/1084
Effective Sale Price		\$6,500,000	\$582,000	\$1,015,000	\$3,500,000	\$5,100,000
Size - Acres	5.14	8.96	1.51	3.28	16.46	18.92
Size - Square Feet	223,898	390,342	65,776	143,060	716,884	824,155
Price Per Square Foot		<b>\$16.65</b>	<b>\$8.85</b>	<b>\$7.09</b>	<b>\$4.88</b>	<b>\$6.19</b>
Residential Units	150	179	N/A	38	132	164
Density	29.18	19.98	N/A	11.57	8.02	8.67
Price Per Unit		<b>\$36,313</b>	<b>N/A</b>	<b>\$26,711</b>	<b>\$26,515</b>	<b>\$31,098</b>
Location	North side of 10th Ave N, 225' W of Boutwell Road	S Side Okeechobee Blvd, 700' W of N Benoist Farms Rd	E side of Hagen Ranch Rd, 1/4 mi S of Boynton Bch Blvd	Southeast corner of South Haverhill Road and 20th Road South	West side of South Military Trail, ½ mile north of Lantana Road	Northeast corner of South Congress Avenue and Lark Road
City	Lake Worth	West Palm Beach	Boynton Beach	West Palm Beach	Lake Worth	Palm Springs
Zoning	MU-W	MF20/RPD	MUPD	RM	RM	RM
Proposed Use	Apartments	Apartments	Mixed Use	Multifamily	Multifamily	Multifamily
Date of Sale (or Value)	Jun-18	Oct-17	Jul-17	May-17	Mar-17	Jan-17
Conditions of Sale Adj.		0%	0%	0%	0%	0%
Market Condition Adj.		0%	0%	0%	0%	0%
Adjusted Price Per Sq.Ft.		<b>\$16.65</b>	<b>\$8.85</b>	<b>\$7.09</b>	<b>\$4.88</b>	<b>\$6.19</b>
Adjusted Price Per Unit		<b>\$36,313</b>	<b>NA</b>	<b>\$26,711</b>	<b>\$26,515</b>	<b>\$31,098</b>
Physical Adjustments						
Location		-10%	10%	30%	20%	25%
Size		0%	0%	0%	0%	0%
Site Quality		-15%	0%	0%	10%	10%
Density (Price Per Sq.Ft.)		0%	0%	25%	30%	30%
Density (Price Per Unit)		0%	0%	-25%	-30%	-30%
Total Adjustment Per Sq.Ft.		-25%	10%	55%	60%	65%
Total Adjustment Per Unit		-25%	10%	5%	0%	5%
Adjusted Price Per Sq.Ft.		<b>\$12.49</b>	<b>\$9.73</b>	<b>\$11.00</b>	<b>\$7.81</b>	<b>\$10.21</b>
Adjusted Price Per Unit		<b>\$27,235</b>	<b>NA</b>	<b>\$28,046</b>	<b>\$26,515</b>	<b>\$32,652</b>

	Per Sq.Ft.	Per Unit
Low	\$7.81	\$26,515
High	\$12.49	\$32,652
Average	\$10.25	\$28,612

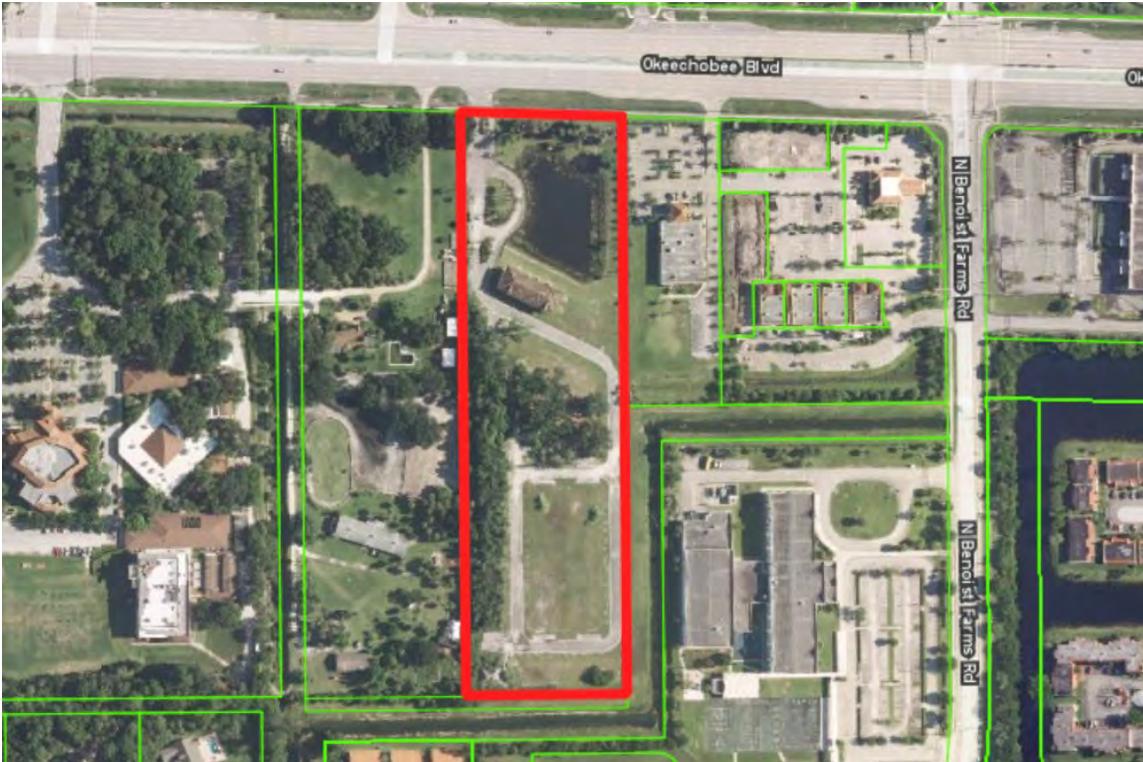


COMPARABLE LAND SALES MAP





**Land Sale No. 1**



**Property Identification**

<b>Record ID</b>	9690
<b>Property Type</b>	Residential, Vacant Land
<b>Address</b>	8230 Okeechobee Boulevard, West Palm Beach, Palm Beach County, Florida 33411
<b>Location</b>	South side of Okeechobee Boulevard, 700 feet west of North Benoist Farms Road
<b>Tax ID</b>	74-42-43-29-29-001-0000
<b>Legal</b>	Tract "A-1", Bella Vita Estates Replat

**Sale Data**

<b>Grantor</b>	Pina Residential, LLC
<b>Grantee</b>	Azola West Palm Beach Owner, LP
<b>Sale Date</b>	October 26, 2017
<b>Deed Book/Page</b>	29439/1090
<b>Recorded Plat</b>	PB 122, PG 1
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	Cash to seller
<b>Verification</b>	Confirmed by Joe Merritt

<b>Sale Price</b>	\$6,500,000
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**Land Data**

<b>Zoning</b>	MF20/RPD, Multifamily Residential
<b>Topography</b>	Level, mostly upland and useable
<b>Utilities</b>	All available
<b>Shape</b>	Rectangle
<b>Land Use</b>	MFMD, Multifamily Medium Density

**Land Size Information**

<b>Gross Land Size</b>	8.961 Acres or 390,342 SF
<b>Front Footage</b>	Okeechobee Boulevard;

**Indicators**

<b>Sale Price/Gross Acre</b>	\$725,364
<b>Sale Price/Gross SF</b>	\$16.65
<b>Sale Price/Planned Unit</b>	\$36,313

**Remarks**

This property was purchased for the development of a 179-unit apartment project called Azola West Palm. The site is all upland and useable except for a 1-acre retention lake. It included roads, infrastructure and a partially completed building from a previously started project called Bella Vita Estates that stalled in 2008. Due to the age and condition of these improvements, they contributed nominal value to the new project. It was on the market for 22 months at a listing price of \$6,990,000 prior to sale.



**Land Sale No. 2**



**Property Identification**

<b>Record ID</b>	9632
<b>Property Type</b>	Vacant, Commercial Land
<b>Property Name</b>	PALM BEACH FARMS
<b>Address</b>	10234 Hagen Ranch Road, Palm Beach County, Florida 33437
<b>Location</b>	E side of Hagen Ranch Road, one-quarter mile S of Boynton Beach Boulevard
<b>Tax ID</b>	00-42-43-27-05-055-0252
<b>Market Type</b>	Commercial

**Sale Data**

<b>Grantor</b>	Jasmin Lndscp, Inc
<b>Grantee</b>	Amicus Realty Holdings LLC
<b>Sale Date</b>	July 31, 2017
<b>Deed Book/Page</b>	29263 / 01262
<b>Property Rights</b>	Fee simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	Cash to seller
<b>Sale History</b>	Previous sale MAR-1999 for \$105,000



**Verification** Confirmed by Judith Cornillie

**Sale Price** \$582,000

**Land Data**

**Zoning** AR, A/R (FLU MR-5)  
**Topography** Flat  
**Utilities** All available  
**Dimensions** Approximately 217 X 304  
**Shape** Rectangular  
**Depth** 304

**Land Size Information**

**Gross Land Size** 1.510 Acres or 65,776 SF  
**Front Footage** 217 ft Total Frontage: 217 ft Hagen Ranch Road;

**Indicators**

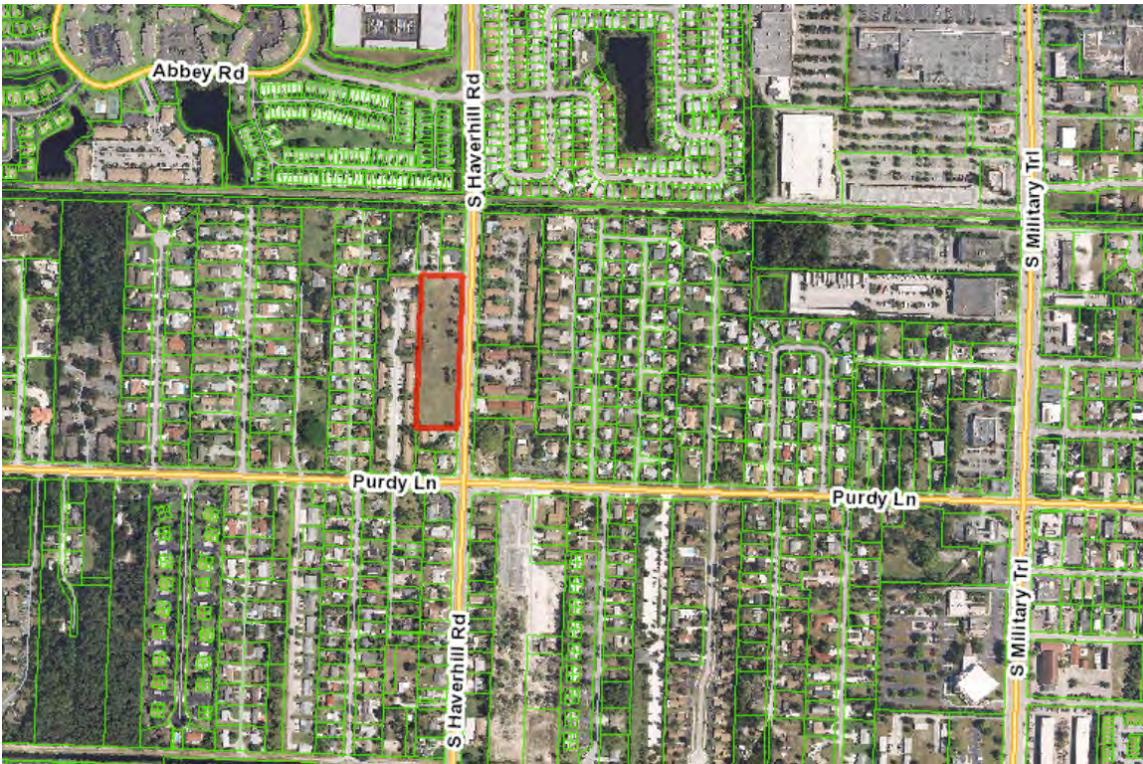
**Sale Price/Gross Acre** \$385,428  
**Sale Price/Gross SF** \$8.85

**Remarks**

This parcel was formerly a plant nursery and was purchased for development as medical office space. Zoning designation at the time of sale was AR with a FLU of MR-5. The zoning is currently in the process of being changed to a FLU of CL-O with a proposed zoning of MUPD with a proposed commercial potential of up to 30,492 sf (.50 FAR). This property has direct frontage on Hagen Ranch Road approximately one-quarter mile south of the intersection of Hagen Ranch and Boynton Beach Boulevard. The listing agent indicated that the seller had higher offers but accepted a lower priced offer that excluded a waiting period for due diligence/zoning change approval.



**Land Sale No. 3**



**Property Identification**

<b>Record ID</b>	9482
<b>Property Type</b>	Residential, Vacant Land
<b>Address</b>	2081 South Haverhill Road, West Palm Beach, Palm Beach County, Florida 33415
<b>Location</b>	Southeast corner of S Haverhill Road & 20th Rd South, 1.4 mile south of Forest Hill Blvd
<b>Tax ID</b>	00-42-44-14-05-001-0040
<b>Legal</b>	Lengthy, Model Land Company

**Sale Data**

<b>Grantor</b>	Darebecafe Investment Corp.
<b>Grantee</b>	Sunco TH, LLC
<b>Sale Date</b>	May 23, 2017
<b>Deed Book/Page</b>	29108/0599
<b>Recorded Plat</b>	PB 5, Pg 78
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	Cash to seller
<b>Verification</b>	Confirmed by Joe Merritt

<b>Sale Price</b>	\$1,015,000
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**Land Data**

<b>Zoning</b>	RM, Residential Multifamily
<b>Topography</b>	All upland and useable
<b>Utilities</b>	All available
<b>Shape</b>	Rectangle
<b>Land Use</b>	HR-8, High Residential 8 units per acre

**Land Size Information**

<b>Gross Land Size</b>	3.284 Acres or 143,060 SF
<b>Planned Units</b>	38
<b>Front Footage</b>	South Haverhill Road; 20th Road South;

**Indicators**

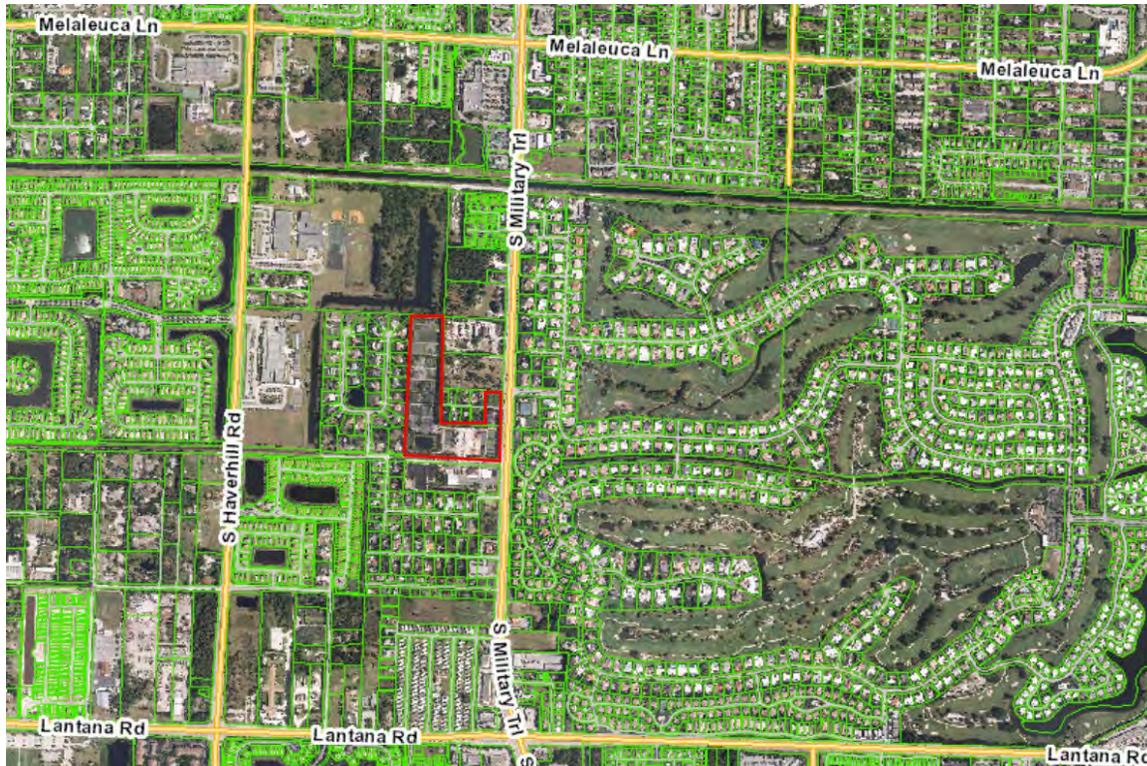
<b>Sale Price/Gross Acre</b>	\$309,055
<b>Sale Price/Gross SF</b>	\$7.09
<b>Sale Price/Planned Unit</b>	\$26,711

**Remarks**

This property was purchased for development of a 38-unit multifamily residential building. It was on the market for 2 months at a listing price of \$1,500,000 prior to sale.



**Land Sale No. 4**



**Property Identification**

<b>Record ID</b>	9483
<b>Property Type</b>	Residential, Vacant Land
<b>Address</b>	5495 South Military Trail, Lake Worth, Palm Beach County, Florida 33463
<b>Location</b>	West side of South Military Trail, 1/2 mile north of Lantana Road
<b>Tax ID</b>	00-42-44-36-08-016-0060 & 00-42-44-36-08-010-0000
<b>Legal</b>	Lengthy

**Sale Data**

<b>Grantor</b>	Rorabeck's Plants & Produce, Inc.
<b>Grantee</b>	AMKBJ Partners, Ltd.
<b>Sale Date</b>	March 22, 2017
<b>Deed Book/Page</b>	28972/1133
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	Cash to seller
<b>Verification</b>	Confirmed by Joe Merritt

<b>Sale Price</b>	\$3,500,000
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**Land Data**

<b>Zoning</b>	RM, Residential Multifamily
<b>Topography</b>	All upland and useable
<b>Utilities</b>	All available
<b>Shape</b>	L-shaped, Irregular
<b>Land Use</b>	HR-8, High Residential 8 units per acre

**Land Size Information**

<b>Gross Land Size</b>	16.457 Acres or 716,884 SF
<b>Planned Units</b>	132
<b>Front Footage</b>	359 ft South Military Trail;

**Indicators**

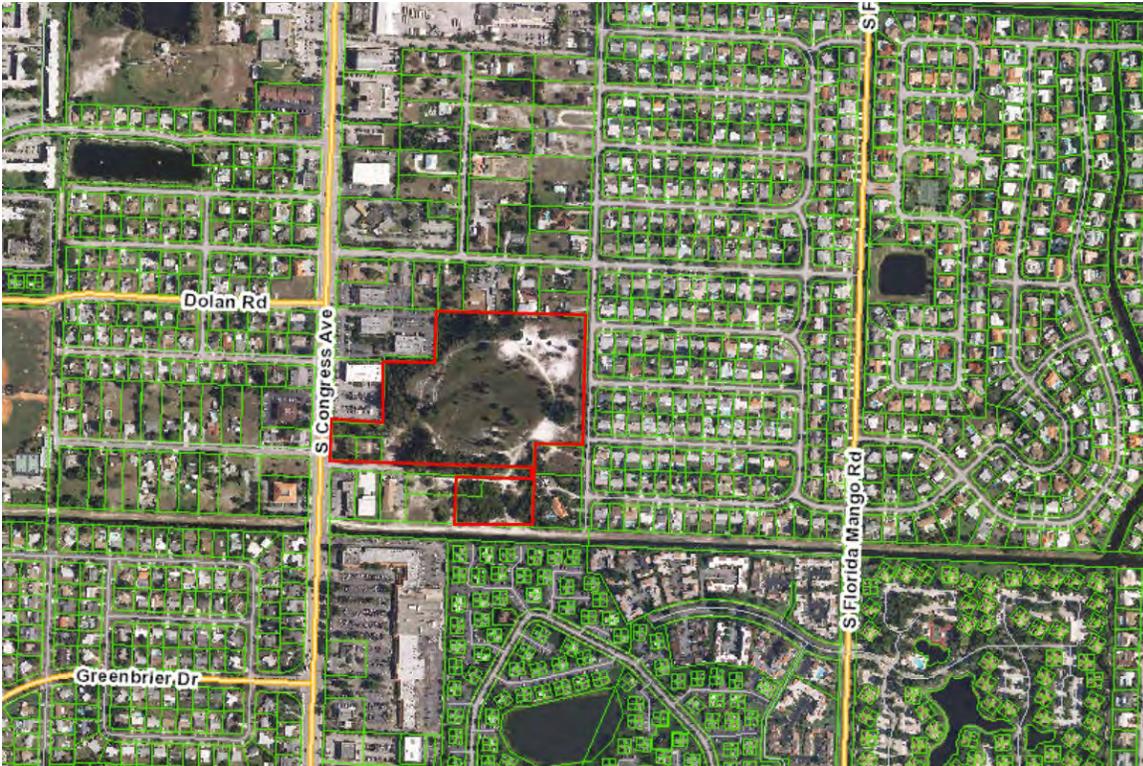
<b>Sale Price/Gross Acre</b>	\$212,670
<b>Sale Price/Gross SF</b>	\$4.88
<b>Sale Price/Planned Unit</b>	\$26,515

**Remarks**

This property was purchased for development of a multifamily residential project. It is the second purchase of an assemblage totaling 22.59 acres. At time of sale, the property was zoned AR designated LR-3 by the FULP and had the potential for 108 dwelling units. The owner has applied to have the zoning changed to PUD and the FLUP to HR-8 which will raise the potential units to 181 or 8 units per acre . This portion of the site has the potential for 132 units at 8 units per acre.



**Land Sale No. 5**



**Property Identification**

<b>Record ID</b>	9484
<b>Property Type</b>	Residential, Vacant Land
<b>Address</b>	2406 South Congress Avenue, Palm Springs, Palm Beach County, Florida 33406
<b>Location</b>	Northeast corner of South Congress Avenue and Lark Road
<b>Tax ID</b>	70-43-44-17-05-003-0130, 004-0041, 004-0042 & 005-0051
<b>Legal</b>	Lengthy

**Sale Data**

<b>Grantor</b>	Tonset Company, Inc.
<b>Grantee</b>	Pulte Home Company, LLC
<b>Sale Date</b>	January 26, 2017
<b>Deed Book/Page</b>	28877/1084
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	Cash to seller
<b>Verification</b>	Confirmed by Joe Merritt

<b>Sale Price</b>	\$5,100,000
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**Land Data**

<b>Zoning</b>	RM, Residential Multifamily
<b>Topography</b>	All upland and useable
<b>Utilities</b>	All available
<b>Shape</b>	Irregular
<b>Land Use</b>	High Residential

**Land Size Information**

<b>Gross Land Size</b>	18.920 Acres or 824,155 SF
<b>Planned Units</b>	164
<b>Front Footage</b>	South Congress Avenue;

**Indicators**

<b>Sale Price/Gross Acre</b>	\$269,556
<b>Sale Price/Gross SF</b>	\$6.19
<b>Sale Price/Planned Unit</b>	\$31,098

**Remarks**

This property was purchased for development of a multifamily residential project called Preston Square that will include 164 townhomes in 34 2-story buildings.



### Property Rights Transferred

All of the comparable sales in this analysis involved ownership transfer on a Fee Simple Estate basis, with the buyers receiving full property rights including residential development rights. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustments were necessary for property rights transferred.

### Terms of Financing

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the comparable sales analyzed herein involved either market financing terms or cash to the Grantor. Therefore, no terms of financing adjustments were made, nor any cash equivalency performed.

### Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was made to ensure the conditions of each sale. All of the comparable sales were arm's length transactions and the majority required no conditions of sale adjustments.

### Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The comparable sales occurred from January 2017 to October 2017. As discussed at the beginning of this section, our search revealed no 2018 land sales in the relevant market area, due to the lack of available land. All of the comps used in our analysis were considered to be representative of the current market and no adjustments were made for time or changes in market conditions.

### Location

The Subject Property is 0.50 miles west of the I-95 ramp to 10<sup>th</sup> Avenue North, in an area where some new development is occurring. As discussed in the Neighborhood Data, Boutwell Road is currently under construction with a \$1.4 million improvement plan for the area's Park of Commerce. Already, the Silverman Group paid \$30.7 million for two industrial buildings directly across the street of the Subject at the southwest corner of Boutwell Road and 10<sup>th</sup> Avenue North. Plans are anticipated to be submitted for a Wyndham Hotel at the southwest corner of 10<sup>th</sup> Avenue North and Boutwell Road. The area is expected to be a future hub of commercial activity, and the improvements being made to Boutwell Road and the area's infrastructure makes the entire area more attractive to businesses.



Based on our inspections, it is our opinion that Sales 2-5 all have inferior locations as compared with the Subject due to lack of proximity to major highways and being in more remote overall locations. Therefore, Sales 2-5 required upward adjustments in our opinion. Sale 1 is located along one of the most highly traveled roadways in Palm Beach County in an area of strong redevelopment and therefore it required a downward adjustment for having a superior overall location compared to the Subject.

### Size

The Subject Property contains 5.17 acres. The comps range in size from 1.51 acres to 18.92 acres. It is often found that smaller sites will sell for more on a price per square foot basis than similar but larger sites. This is not exactly the case with these parcels. The size adjustment is offset due to the fact that development flexibility increases in direct relationship to size. The available market data indicated no adjustment for this amount of variance in site size among the sales analyzed herein and therefore, none were made.

### Site Quality

The Subject Property is considered to have good overall site quality for development being all upland and useable, and having a slightly irregular but developable shape. Sale 1 was superior to the Subject for already having roads and infrastructure in place at the time of sale, and therefore required a downward adjustment for this feature. Sales 2 and 3 were considered to be generally similar to the Subject as to overall site quality and no adjustments were necessary for this factor. Sales 4 and 5 had highly irregular shapes making development more difficult overall, and required upward adjustments for being inferior to the Subject for this factor.

### Density

The Subject Property is proposed to have a density of 29.18 units per gross acre, but no site plan approvals are in place. Sale 1 was developed to a high density of nearly 20 units per acre and was considered similar overall in our opinion. Sale 2 was not assigned a density at the time of sale and therefore no adjustment was applied to that comp for this factor. Sales 3, 4, and 5 have much lower densities than the Subject of 11.57, 8.02, and 8.67 units per acre. It is typical for residential properties with a high density to sell at a higher price per square foot than an otherwise similar property with a low density. The effect is opposite on a price per unit basis. Therefore, all of the sales received upward density adjustments in varying degrees on the price per square foot basis and downward density adjustments on a price per unit basis.

### Conclusion – Land Value Analysis – Parent Tract

As can be seen on the chart displayed earlier, after adjustments the comparable sales indicated an adjusted value range from \$7.81 to \$12.49 per square foot, with an



average of \$10.25 per square foot. On a price per unit basis, the sales indicated adjusted values ranging from \$26,515 to \$32,652 per unit with an average of \$28,612 per unit. All of the comparable sales were considered to provide reasonable value indications for the Subject Property.

The results of the price per square foot based analysis showed the best correlation and was given the most weight in reaching our final value conclusion. This is especially true given the uncertainty of what a vacant site will ultimately be developed for and what the density will actually be after going through a site planning process.

Therefore, after considering the indications provided by the available market data, it is our opinion that the Subject Property had a Market Value of approximately \$10.00 to \$10.50 per square foot as of June 26, 2018 or with the value calculated below.

223,898	sq. ft.	X	\$10.00	per sq. ft.	=	\$2,238,984
223,898	sq. ft.	X	\$10.50	per sq. ft.	=	\$2,350,933
				Say,		\$2,300,000

Based on a potential residential density of 29.18 units per acre or 150 units, this value conclusion equates to \$15,333 per unit, which is below the range indicated by the comparable sales for this unit of comparison. This is because all the sales had much lower allowable densities (lower density equals a higher price per unit).

Across the Fence Value – Strip of Land

As it relates to the Across the Fence methodology, we have applied the same value range per square foot to the area of the Subject Property. Therefore, our conclusion of market value for the Subject Property as of June 26, 2018 would also be in the range of \$10.00 to \$10.50 per sq. ft., with the value calculated as follows:

3,216	sq. ft.	X	\$10.00	per sq. ft.	=	\$32,160
3,216	sq. ft.	X	\$10.50	per sq. ft.	=	\$33,768
				<b>Say,</b>		<b>\$33,000</b>

# **ADDENDA**

# **ENGAGEMENT LETTER**

June 6, 2018

**SOUTH FLORIDA**

1410 Park Lane South, Suite 1  
Jupiter, FL 33458  
561.686.0333 | 561.686.3705 Fax

Michael R. Slade, MAI, SRA, CRE  
Cert Gen RZ116  
m.slade@callawayandprice.com

Stephen D. Shaw, MAI, AI-GRS  
Cert Gen RZ1192  
s.shaw@callawayandprice.com

Robert A. Callaway, MRICS  
Cert Gen RZ2461  
r.callaway@callawayandprice.com

**TREASURE COAST**

1803 South 25<sup>th</sup> Street, Suite 1  
Fort Pierce, FL 34947  
772.464.8607 | 772.461.0809 Fax  
Stuart: 772.287.3330

Stephen G. Neill, Jr., MAI  
Cert Gen RZ2480  
s.neill@callawayandprice.com

**CENTRAL FLORIDA**

2816 E. Robinson Street  
Orlando, FL 32803  
Phone (321)726-0970  
Fax (321)726-0384

Curtis L. Phillips, MAI  
Cert Gen RZ2085  
c.phillips@callawayandprice.com

**SPACE COAST**

1120 Palmetto Avenue  
Suite 1  
Melbourne, FL 32901  
Phone (321)726-0970  
Fax (321)726-0384

Curtis L. Phillips, MAI  
Cert Gen RZ2085  
c.phillips@callawayandprice.com

Mr. Ignacio Cattaneo  
9559 Collins Avenue, Apt 101  
Surfside, Florida 33154

VIA EMAIL: iccattaneo@gmail.com

Dear Mr. Cattaneo:

We would be pleased to prepare an appraisal on the vacant strip of land located on 10<sup>th</sup> Avenue North just west of Boutwell Road in Lake Worth, Florida. It is our understanding that the purpose of the assignment is to estimate Market Value.

The intended user is Ignacio Cattaneo. The intended use is for internal decision making. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

The fee to complete the report will be \$2,500-\$3,000. It is our policy to request a retainer and \$1,500 will suffice for this purpose.

We will provide you with the completed appraisal in approximately 2.5-3 weeks provided that we receive your authorization.

If the above is agreeable to you, please sign below as our authorization and return it together with the retainer and we will begin work immediately. This agreement is subject to the Agreements and Conditions listed on the attached pages, a copy of which should also be signed and returned to us. Our work will be done in accordance with the Appraisal Institute Code of Ethics and Standards of Professional Practice. Thank you for the opportunity to be of service.

Respectfully submitted,

CALLAWAY & PRICE, INC.

*M.R. Slade*

Michael R. Slade, MAI, SRA, CRE  
Cert Gen RZ116

MRS;  
Attachments

Client:

Ignacio Cattaneo

Accepted By\Date:

  
Signature

Name and Title (Printed or Typed):

IGNACIO CATTANEO MANAGER

Client Fed ID# or SS#:

~~XXXXXXXXXX~~

Quotes18/Cattaneo

9. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.
  
  10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.
-

## **LIMITING CONDITIONS**

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.
  2. The value estimated in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.
  3. This appraisal report covers only the property described and any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.
  4. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.
  5. This appraisal expresses our opinion, and employment to make this appraisal was in no way contingent upon the reporting of predetermined value or conclusion.
  6. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements; and, in any event, the appraiser's total liability for this report is limited to the actual fee charged.
  7. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.
  8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.
-

## CONDITIONS OF AGREEMENT

1. Premise: The completed report shall comply with the professional and ethical standards of the Appraisal Institute. The report will be addressed to the Client, or, as directed by the Client.
2. Compensation: The fee is due and payable as designated in the contract letter; the retainer is to be sent to the Appraiser along with the signed contract letter, which constitutes authorization to commence the assignment. The Appraiser's/Consultant's compensation is in no event contingent upon a predetermined value or conclusion.
3. Completion Date: Every effort will be made to deliver the report as per the specified date in the contract letter. If delays occur for reasons beyond the control of the Appraiser/Consultant, such as not receiving necessary data requested from the Client in a timely manner, changes in the scope of services of the assignment, acts of God, et cetera, the due date shall be extended.
4. Changes: The Appraiser/Consultant shall, to the best of his ability, complete the assignment in compliance with professional and ethical standards of the appraisal industry. Changes which are not in keeping with these standards will necessitate a new contract letter and renegotiation of the original fee; or billed on a time basis plus the original fee.
5. Cancellation: This agreement may be cancelled by the Client by written notice, or telephone followed by written notice. Appraiser/Consultant shall submit a statement based on professional time and expenses accrued, if applicable, for all services expended to the date of cancellation.
6. Additional Report Copies: Additional copies will be furnished upon request, and prepayment of \$1 per page per report.
7. Collection: All fees and expenses are due upon delivery of the final report. A late charge of 1.5% per month shall be imposed on balances unpaid 30 days after the statement date. If collection efforts become necessary, all costs for same, including court costs and attorney's fees will be added to the balance due. We are currently operating under an agreement with a collection agency which charges us 53.8%. IF THEIR COLLECTION SERVICES ARE REQUIRED, CLIENT'S TOTAL BALANCE DUE WILL BE INCREASED BY 53.8%.
8. Limiting Conditions: This agreement and the completed report shall be subject to the attached Limiting Conditions (also included in said report).

9. Confidential Data: Data assembled for the assignment will remain the property of the Appraiser/Consultant. Data provided by the Client will be held in file, unless otherwise instructed by the Client, and considered confidential. Appraiser/Consultant is authorized by the Client to disclose the report to appropriate representative of the Appraisal Institute to comply with the Bylaws and regulations of this professional organization.

I hereby agree to the Conditions of Agreement outlined above.

LAKELAND INVESTMENT GROUP  
Client's Name

6/11/10  
Date of Acceptance

# **LEGAL DESCRIPTION**

# Exhibit "A"

## LEGAL DESCRIPTION

**PARCEL NO. 1:** (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 320 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

**PARCEL NO. 2:** (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.**

*This is not a certified copy*

# QUALIFICATIONS



---

*Qualifications – Michael R. Slade, MAI, SRA, CRE*

---

Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation # 6864, and SRA Designation  
Member, American Society of Real Estate Counselors, CRE Designation Florida  
State-certified general real estate appraiser RZ116  
Real Estate Broker BK0128222, State of Florida  
Appraisal Institute Approved Instructor (1986-1993) for:  
    Course 201 - Principles of Income Property Appraisal  
    Course 310 - Basic Income Capitalization

Professional Experience

Principal, Callaway & Price, Inc. since 1981  
Staff Appraiser, Callaway & Price, Inc., 1975 to 1981  
Past Magistrate, Tax Appeal Hearings, Palm Beach County

Qualified As An Expert Witness

Broward County, Florida  
Palm Beach County, Florida  
Martin County, Florida  
Federal District Court of Southern District of Florida  
United States Bankruptcy Court Southern Florida  
Supreme Court of the State of New York (for Florida properties)

Geographic Experience

Throughout Florida

Education

Masters of Business Administration, Florida Atlantic University  
Bachelor of Science, Accounting, Florida Atlantic University  
Society of Real Estate Appraisers:  
    Course 101 - Introduction to Appraising Real Estate  
    Course 201 - Principles of Income Property Appraising  
    Course 202 - Advanced Applications  
American Institute of Real Estate Appraisers:  
    Course II - Urban Properties  
    Course IV - Condemnation  
    Standards of Professional Practice  
Numerous seminars sponsored by the Appraisal Institute and other organizations



---

*Qualifications – Michael R. Slade, MAI, SRA, CRE*

---

Organizations and Affiliations

Appraisal Institute:

Past National Chairman of Professional Practice and Compliance & Enforcement Committee

Past Member of Strategic Planning Committee

Ethics Administration, Past Chairman

Ethics & Counseling, Past National Vice Chairman

Review & Counseling Division, Past National Chairman

South Florida-Caribbean Chapter, Past President

American Society of Real Estate Counselors:

Southern Florida Chapter, past Treasurer

Palm Beach County Housing Authority:

Past Chairman/Board Member (Gubernatorial Appointment)

Chamber of Commerce of the Palm Beaches:

Past Board of Directors, Past Member of the Executive Committee,

Treasurer Economic Development Committee, Past Chair and Member

Society of Real Estate Appraisers (now Appraisal Institute):

Young Advisory Council, Past National Chairman and Member

Past Chairman of the Board of Directors of Boys Town of South Florida

Past Guardian ad Litem Volunteer, South Florida

Awards and Honors

Robert L. Foreman Memorial Award from the Appraisal Institute, 1999

Alumni Talon Award from Florida Atlantic University, 2001

Volunteer of Distinction Award from the Appraisal Institute, 2012



**Qualifications – Michael R. Slade, MAI, SRA, CRE**



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

850-487-1395

SLADE, MICHAEL ROBERT  
1410 PARK LANE SOUTH #1  
JUPITER FL 33458

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DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

<b>LICENSE NUMBER</b>	
RZ116	

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2018



SLADE, MICHAEL ROBERT  
1410 PARK LANE SOUTH #1  
JUPITER FL 33458



ISSUED: 11/07/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611070001364



---

## *Qualifications – Niccola L. Ellefson, MAI*

---

### Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation #11777  
State-certified general real estate appraiser RZ2096

### Professional Experience

Appraisal Consultant, Callaway & Price, Inc., since January 2003  
Senior Appraiser, Palm Beach County Property Appraiser's Office, 2001-2003  
President, Cignal Appraisal Consultants & Real Estate Analysts, 1994 to present  
Appraiser and Consultant, Roe Westberry & Associates, 1992-1994  
Assistant Vice President, Landauer Real Estate Consultants, 1989-1992  
Manager, Market Research and Real Estate Analysis, MIG Companies, 1986-1989

### Education

Bachelor of Arts Degree, Business Administration, University of Wisconsin  
Numerous seminars sponsored by the Appraisal Institute and other organizations, including

- Course 1A2 – Basic Valuation, 1991
- Course 310 – Basic Income Capitalization, 1992
- Course 2-1 – Case Studies in Real Estate Valuation, 1993
- Course 510 – Advance Income Capitalization, 1994
- Course 410/420 – Standards of Professional Practice, 1995
- Course 540 – Report Writing, 1996
- Course 550 – Advanced applications, 1998
- Course 410/420 – Standards of Professional Practice, 2000
- Course 800 – Separating Real Personal Property from Intangible Business Assets, 2002

Attended the 2010, 2012 and 2015 National Mitigation & Ecosystem Banking Conferences.

### Geographic Experience

Throughout Florida  
California  
Nevada  
Texas

Arizona  
Georgia  
North Carolina  
Washington

Arkansas  
Minnesota  
Tennessee

### Appraising/Consulting Expertise

Agricultural Land/Groves  
Apartment Complexes, 8-400+ units  
Automobile Dealerships  
Commercial Buildings  
Churches  
Condominium Projects  
Environmentally Sensitive Lands  
Golf Courses  
Hotels and Motels  
Industrial Properties  
Vacant Commercial and Residential Land

Large-Scale Planned Developments  
Life Care Facilities  
Marinas  
Mitigation Banks  
Mobile Home Parks  
Multi-Tenant Shopping Centers  
Office Buildings  
Property in Litigation  
Proposed Subdivision – Residential  
Shopping Centers  
Special Purpose Properties



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

850-487-1395

ELLEFSON, NICCOLA L  
5160 FOXHALL DR S  
WEST PALM BEACH FL 33417

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Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

<b>LICENSE NUMBER</b>	
RZ2096	

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2018

ELLEFSON, NICCOLA L  
1410 PARK LANE SOUTH SUITE 1  
JUPITER FL 33458



ISSUED: 11/18/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611180001796



## **ENGINEER'S DRAINAGE STATEMENT**

### **Golden Road Apartments WGI No. 2165.03**

**December 2, 2020**

The proposed project is located northwest of the 10th Avenue and Boutwell Road intersection in the City of Lake Worth Beach and is undeveloped in the existing condition. The proposed project is a multifamily residential development with five residential buildings and one clubhouse on approximately 6.44 acres. The proposed project is within the South Florida Water Management District (SFWMD) C-51 Drainage Basin, Lake Worth Drainage District (LWDD) and City of Lake Worth Beach.

The proposed project's stormwater system will collect and convey runoff with inlets, pipes, exfiltration trench and an underground detention system prior to discharge to the existing LWDD E-4 Canal along the western property line – the point of legal positive outfall.

The finished floor elevations will be above the calculated 100 year – 3 day, zero discharge storm event or 18 inches above the crown of the adjacent road whichever is greater. The site will be designed to retain the 10-year 3-day storm event per SFWMD C-51 basin criteria, limiting discharge to 35 CSM. Water quality treatment shall be provided in the amount of 2.5 inches times the percentage of imperviousness or one inch for the entire property, whichever is greater. The City of Lake Worth beach drainage criteria requires retention for a 3-year 1-hour storm event. This volume will be held in the on-site exfiltration trench and underground storage prior to discharge.

**WGI, Inc.**

Respectfully submitted,

Brian Arnold, P.E.  
Florida License # 81294  
WGI, Inc. Cert. No. 6091



**GOLDEN ROAD**  
CITY OF LAKE WORTH BEACH, FLORIDA

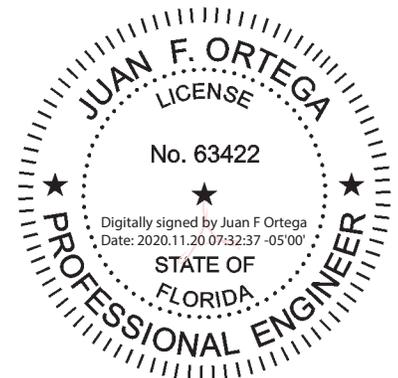
# TRAFFIC CONCURRENCY ANALYSIS

**PREPARED FOR:  
WGI, INC.**

Prepared by:

**JFO GROUP INC**  
COA Number 32276  
6671 W Indiantown Road  
Suite 50-324  
Jupiter, FL 33458

November 20, 2020



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## 1. PROJECT DESCRIPTION

JFO Group Inc. has been retained to prepare a traffic impact analysis to determine compliance with *Palm Beach County (PBC) – Traffic Performance Standards (TPS)* associated with a site plan application to the City of Lake Worth Beach, Florida. The *Golden Road Property* project is located just west of Boutwell Road, north of 10<sup>th</sup> Avenue in the City of Lake Worth Beach, Florida. Parcel Control Numbers associated with this project are 38-43-44-20-01-026-0010/38-43-44-20-01-004-0030/-0060/-0080/-0120/-0010. Figure 1 shows an aerial location of the site in relation to the transportation network.



**Figure 1: Project Location**

Exhibit 1 includes information from the PBC Property Appraiser's office for the parcels included in the proposed project. The *Golden Road* project is proposing a 235-apartment complex on the subject site. Exhibit 2 includes a preliminary site plan. Project build-out is expected in the year 2025.

## 2. TRIP GENERATION

Project trip generation rates were based on the *PBC Trip Generation Rates*, dated March 2, 2020. Table 1 includes trip generation rates for Daily, AM and PM peak hour while Table 2 includes the trip generation for the proposed project for Daily, AM and PM peak hour conditions. As part of a conservative analysis, no credits were taken for existing uses on the subject site.

**Table 1: Trip Generation Rates**

Land Use	ITE Code	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Multifamily Mid-Rise	221	5.44	26%	74%	0.36	61%	39%	0.44

According to Table 2, the net Daily, AM and PM peak hour trips potentially generated due to the planned development are 1,278, 85 and 103 trips respectively. According to *Table 12.b.2.D-7 3A* from the *PBC – TPS* and given the trip generation characteristics from Table 2, a 2-mile Radius of Development Influence (RDI) needs to be considered for traffic impact analysis.

**Table 2: Trip Generation**

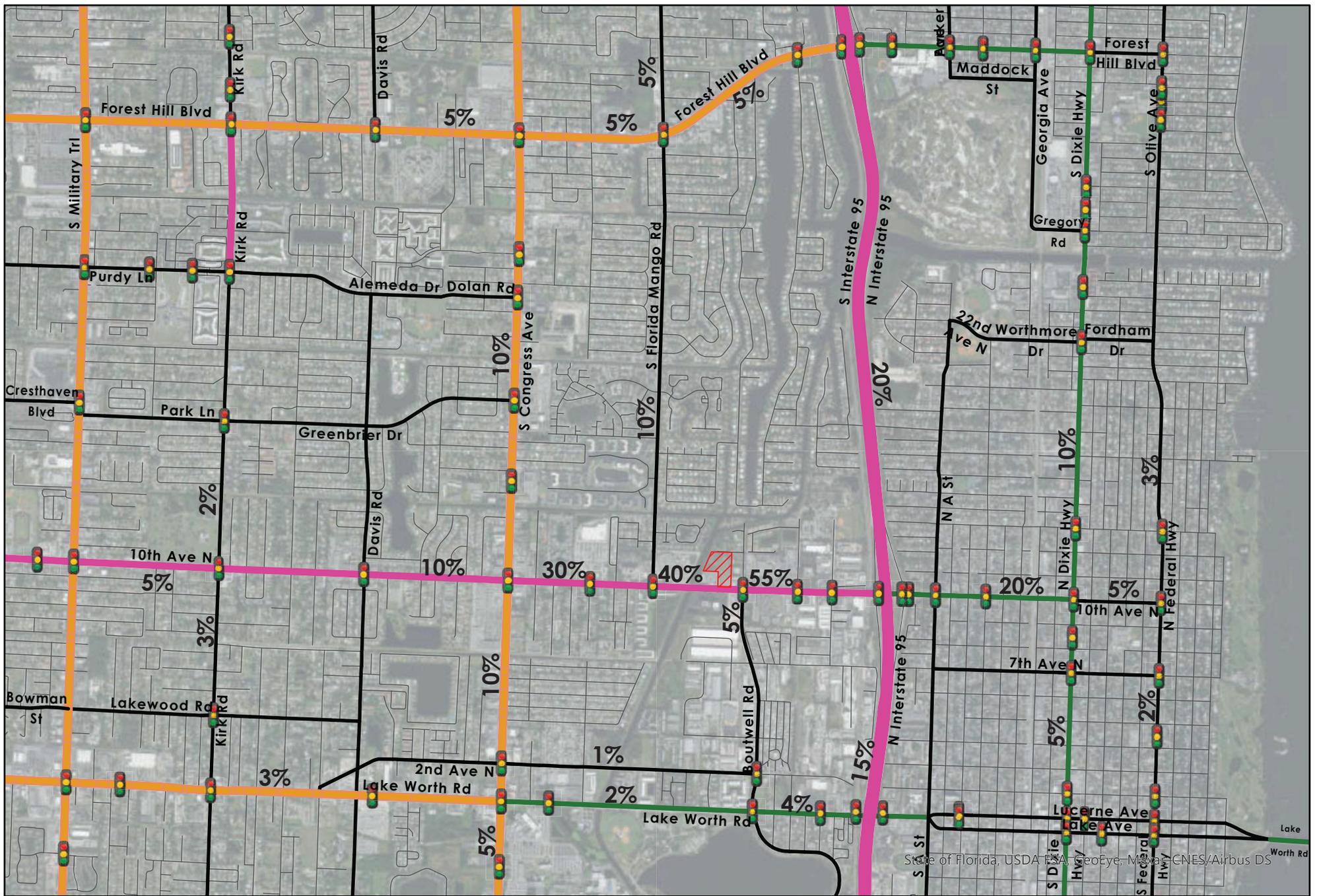
Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Multifamily Mid-Rise	235 DU	1,278	22	63	85	63	40	103
<b>Net Proposed Traffic</b>		<b>1,278</b>	<b>22</b>	<b>63</b>	<b>85</b>	<b>63</b>	<b>40</b>	<b>103</b>

### **3. EXISTING CONDITIONS**

10<sup>th</sup> Avenue is the major roadway serving as primary access road to the project. It has a five-lane cross-section within the RDI. Figure 2 shows the lane characteristics of the roadway network considered within the RDI.

### **4. TRIP DISTRIBUTION AND ASSIGNMENT**

Trip distribution and assignment incorporates the characteristics of the proposed development as well as the surrounding network configuration. Exhibit 3 includes a copy of the previously approved traffic assignment for the site. Figure 2 includes project trip distribution on all roadway links included within a 2-mile RDI. Table 3 and Table 4 present a summary of the project impact on all roadway links included within the RDI during the peak-hour peak-direction conditions.



State of Florida, USDA FSA, GeoEye, Mapbox, CNES/Airbus DS



**Figure 2:**  
**Golden Road Apartments**  
**Trip Distribution**



**Table 3: Project Impact - AM Peak Hour**

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Dirction	Project Traffic	Traffic Impact
Federal Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	2	0.23%
				S						3%	IN	1	0.11%
Federal Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	2	N	4	0.76	5.3	Class II	810	2%	IN	0	0.00%
				S						2%	OUT	1	0.12%
Dixie Hwy	6 <sup>th</sup> Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,680	5%	IN	1	0.06%
				S						5%	OUT	3	0.18%
Dixie Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	4	N	4	0.76	5.3	Class II	1,680	5%	IN	1	0.06%
				S						5%	OUT	3	0.18%
Dixie Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	6	0.32%
				S						10%	IN	2	0.11%
Dixie Hwy	17 <sup>th</sup> Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,680	10%	OUT	6	0.36%
				S						10%	IN	2	0.12%
Boutwell Rd	Lake Worth Rd	2 <sup>nd</sup> Ave N	2	N	1	0	8	Class II	810	5%	IN	1	0.12%
				S						5%	OUT	3	0.37%
Boutwell Rd	2 <sup>nd</sup> Ave N	10 <sup>th</sup> Ave N	2	N	1	1	2	Class I	880	5%	IN	1	0.11%
				S						5%	OUT	3	0.34%
Florida Mango Rd	10 <sup>th</sup> Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	6	0.68%
				S						10%	IN	2	0.23%
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	3	0.34%
				S						5%	IN	1	0.11%
Congress Ave	6 <sup>th</sup> Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,680	5%	IN	1	0.04%
				S						5%	OUT	3	0.11%
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,680	10%	IN	2	0.07%
				S						10%	OUT	6	0.22%
Congress Ave	French Ave	10 <sup>th</sup> Ave N	6D	N	1	0	3	Class II	2,680	10%	IN	2	0.07%
				S						10%	OUT	6	0.22%
Congress Ave	10 <sup>th</sup> Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,680	10%	OUT	6	0.22%
				S						10%	IN	2	0.07%
Kirk Rd	Lake Worth Rd	10 <sup>th</sup> Ave N	2	N	2	1	3	Class II	810	3%	IN	1	0.12%
				S						3%	OUT	2	0.25%
Kirk Rd	10 <sup>th</sup> Ave N	Purdy Ln	2	N	2	1	2	Class II	810	2%	OUT	1	0.12%
				S						2%	IN	0	0.00%
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	5%	IN	1	0.04%
				W						5%	OUT	3	0.11%
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,680	5%	OUT	3	0.11%
				W						5%	IN	1	0.04%
10 <sup>th</sup> Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,770	5%	IN	1	0.06%
				W						5%	OUT	3	0.17%
10 <sup>th</sup> Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,770	10%	IN	2	0.11%
				W						10%	OUT	6	0.34%
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1770	30%	IN	7	0.40%
				W						30%	OUT	19	1.07%
10 <sup>th</sup> Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1770	40%	IN	9	0.51%
				W						40%	OUT	25	1.41%
10 <sup>th</sup> Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1770	60%	OUT	38	2.15%
				W						60%	IN	13	0.73%
10 <sup>th</sup> Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1770	55%	OUT	35	1.98%
				W						55%	IN	12	0.68%
10 <sup>th</sup> Ave N	I-95	N A St	5	E	3	0	18	Class II	1,770	20%	OUT	13	0.73%
				W						20%	IN	4	0.23%
10 <sup>th</sup> Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,770	20%	OUT	13	0.73%
				W						20%	IN	4	0.23%
10 <sup>th</sup> Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,770	5%	OUT	3	0.17%
				W						5%	IN	1	0.06%
2 <sup>nd</sup> Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	0	0.00%
				W						1%	OUT	1	0.11%
2 <sup>nd</sup> Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	0	0.00%
				W						1%	OUT	1	0.11%
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	3%	IN	1	0.04%
				W						3%	OUT	2	0.07%
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,770	2%	IN	0	0.00%
				W						2%	OUT	1	0.06%
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,680	4%	IN	1	0.06%
				W						4%	OUT	3	0.18%

AM	
IN	OUT
22	63

**Table 4: Project Impact - PM Peak Hour**

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Dirction	Project Traffic	Traffic Impact
Federal Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	1	0.11%
				S						3%	IN	2	0.23%
Federal Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	2	N	4	0.76	5.3	Class II	810	2%	IN	1	0.12%
				S						2%	OUT	1	0.12%
Dixie Hwy	6 <sup>th</sup> Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,680	5%	IN	3	0.18%
				S						5%	OUT	2	0.12%
Dixie Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	4	N	4	0.76	5.3	Class II	1,680	5%	IN	3	0.18%
				S						5%	OUT	2	0.12%
Dixie Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	4	0.22%
				S						10%	IN	6	0.32%
Dixie Hwy	17 <sup>th</sup> Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,680	10%	OUT	4	0.24%
				S						10%	IN	6	0.36%
Boutwell Rd	Lake Worth Rd	2 <sup>nd</sup> Ave N	2	N	1	0	8	Class II	810	5%	IN	3	0.37%
				S						5%	OUT	2	0.25%
Boutwell Rd	2 <sup>nd</sup> Ave N	10 <sup>th</sup> Ave N	2	N	1	1	2	Class I	880	5%	IN	3	0.34%
				S						5%	OUT	2	0.23%
Florida Mango Rd	10 <sup>th</sup> Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	4	0.45%
				S						10%	IN	6	0.68%
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	2	0.23%
				S						5%	IN	3	0.34%
Congress Ave	6 <sup>th</sup> Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,680	5%	IN	3	0.11%
				S						5%	OUT	2	0.07%
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,680	10%	IN	6	0.22%
				S						10%	OUT	4	0.15%
Congress Ave	French Ave	10 <sup>th</sup> Ave N	6D	N	1	0	3	Class II	2,680	10%	IN	6	0.22%
				S						10%	OUT	4	0.15%
Congress Ave	10 <sup>th</sup> Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,680	10%	OUT	4	0.15%
				S						10%	IN	6	0.22%
Kirk Rd	Lake Worth Rd	10 <sup>th</sup> Ave N	2	N	2	1	3	Class II	810	3%	IN	2	0.25%
				S						3%	OUT	1	0.12%
Kirk Rd	10 <sup>th</sup> Ave N	Purdy Ln	2	N	2	1	2	Class II	810	2%	OUT	1	0.12%
				S						2%	IN	1	0.12%
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	5%	IN	3	0.11%
				W						5%	OUT	2	0.07%
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,680	5%	OUT	2	0.07%
				W						5%	IN	3	0.11%
10 <sup>th</sup> Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,770	5%	IN	3	0.17%
				W						5%	OUT	2	0.11%
10 <sup>th</sup> Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,770	10%	IN	6	0.34%
				W						10%	OUT	4	0.23%
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1770	30%	IN	19	<b>1.07%</b>
				W						30%	OUT	12	0.68%
10 <sup>th</sup> Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1770	40%	IN	25	<b>1.41%</b>
				W						40%	OUT	16	0.90%
10 <sup>th</sup> Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1770	60%	OUT	24	<b>1.36%</b>
				W						60%	IN	38	<b>2.15%</b>
10 <sup>th</sup> Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1770	55%	OUT	22	<b>1.24%</b>
				W						55%	IN	35	<b>1.98%</b>
10 <sup>th</sup> Ave N	I-95	N A St	5	E	3	0	18	Class II	1,770	20%	OUT	8	0.45%
				W						20%	IN	13	0.73%
10 <sup>th</sup> Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,770	20%	OUT	8	0.45%
				W						20%	IN	13	0.73%
10 <sup>th</sup> Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,770	5%	OUT	2	0.11%
				W						5%	IN	3	0.17%
2 <sup>nd</sup> Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
2 <sup>nd</sup> Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	3%	IN	2	0.07%
				W						3%	OUT	1	0.04%
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,770	2%	IN	1	0.06%
				W						2%	OUT	1	0.06%
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,680	4%	IN	3	0.18%
				W						4%	OUT	2	0.12%

PM	
IN	OUT
63	40

## 5. SIGNIFICANT IMPACT ANALYSIS

Major Intersections<sup>1</sup> in each direction nearest to the point at which the Project's Traffic enters each Project Accessed Link, and where the Project Traffic entering and exiting the intersection is significant shall be included in Test 1-Part One analysis of the *PBC – TPS*. Likewise, Roadway Links projected to carry project traffic higher than one percent (1%) of the adopted Level of Service (LOS) shall be included in Test 1-Part Two analysis.

### 5.1 Test 1 – Part One - Intersections

Test 1-Part One requires analyses of Major Intersections in each direction nearest to the point at which the Project's Traffic enters each Project Accessed Link, and where the Project Traffic entering and exiting the intersection is significant. Also, analysis is required at all Major Intersections where the Project Traffic comprises 10 percent or more of the Total Traffic on at least one approach. Intersection analyses were performed at the intersections of 10<sup>th</sup> Avenue and Florida Mango Road, and, 10<sup>th</sup> Avenue and Boutwell Road. Exhibit 4 includes Critical Movement Analyses (CMA) for the analyzed intersections while Table 5 summarizes the results of the CMA and HCS analyses.

**Table 5: Test 1 - Part One - Intersections – CMA/LOS Summary**

Intersection	Year	CMA/LOS AM Peak	CMA/LOS PM Peak
10 <sup>th</sup> Avenue and Florida Mango Road	2025	859	1,207
10 <sup>th</sup> Avenue and Boutwell Road	2025	1,436 HCS LOS 'C'	1,418 HCS LOS 'B'

Table 5 summarizes the AM and PM CMA/LOS results for the intersections on the nearest project accessed link. Test 1 – Part One has been met.

<sup>1</sup> For purposes of this Part One, Major Intersections also includes intersections of a Major Thoroughfare and a non-thoroughfare road or other point of access where: 1) the intersection is signalized or where projected traffic volumes warrant a signal; and 2) the non-thoroughfare approach is projected to carry at least 200 two-way, peak hour trips and, 3) the non-thoroughfare approach represents 20 percent or more of the intersection critical sum volume.

## **5.2 Test 1 – Part Two - Links**

Test 1 - Part Two requires analyses of links within the RDI where total traffic shall not exceed the adopted LOS during the build-out period of the project. Exhibit 6 includes 2020 peak hour directional counts published by PBC - Traffic Division, Exhibit 5 includes a 3-year growth rate calculation within the RDI, and, Exhibit 7 includes link volumes of projects approved in PBC up to November 2020.

As can be seen in Table 6 and Table 7, no additional improvements beyond those required to correct the existing failure due to the background traffic are needed. According to Florida Statute Section §163.3180 (2016), project cannot be denied concurrency for failure to demonstrate adequate public roadway facilities.

The statutory scheme states that any road already failing must be "considered to be in place" for concurrency purposes. In addition, the statute specifies that "The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for that facility." Florida Statute Section §163.3180 (2016). Only those roads that exceed the adopted LOS when the new project traffic is added must be mitigated through the proportionate share program.

Test 1 – Part Two has been met.

**Table 6: Test 1 - Part Two - Links – AM Peak Hour**

Road	From	To	Ln	AM 2020 Traffic		2025 Background Traffic <sup>1</sup>		Approved Projects		2025 Background Traffic (1%) + Approved		Total Traffic Without Project		Project Assignment	Project Traffic		Total Traffic With Project		Peak Direction Service Volume	Meets peak direction LOS? <sup>2</sup>
				NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB		
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	1,762	1,393	1,918	1,516	128	130	1,980	1,594	1,980	1,594	30%	7	19	1,987	1,613	1,770	-
10 <sup>th</sup> Ave N	Florida Mango Rd	Site						129	152	1,981	1,616	1,981	1,616	40%	9	25	1,990	1,641	1,770	-
10 <sup>th</sup> Ave N	Site	Boutwell Rd						129	152	1,981	1,616	1,981	1,616	60%	38	13	2,019	1,629	1,770	-
10 <sup>th</sup> Ave N	Boutwell Rd	I-95						134	142	1,986	1,606	1,986	1,606	55%	35	12	2,021	1,618	1,770	-

Golden Road	AM	
	IN	OUT
235 Apartments	22	63

**Table 7: Test 1 - Part Two - Links – PM Peak Hour**

Road	From	To	Ln	PM 2020 Traffic		2025 Background Traffic <sup>1</sup>		Approved Projects		2025 Background Traffic (1%) + Approved		Total Traffic Without Project		Project Assignment	Project Traffic		Total Traffic With Project		Peak Direction Service Volume	Meets peak direction LOS? <sup>2</sup>
				NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB				
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	1,625	1,577	1,769	1,717	254	247	1,962	1,904	1,962	1,904	30%	19	12	1,981	1,916	1,770	-
10 <sup>th</sup> Ave N	Florida Mango Rd	Site						285	263	1,993	1,920	1,993	1,920	40%	25	16	2,018	1,936	1,770	-
10 <sup>th</sup> Ave N	Site	Boutwell Rd						285	263	1,993	1,920	1,993	1,920	60%	24	38	2,017	1,958	1,770	-
10 <sup>th</sup> Ave N	Boutwell Rd	I-95						167	171	1,875	1,828	1,875	1,828	55%	22	35	1,897	1,863	1,770	-

Golden Road	PM	
	IN	OUT
235 Apartments	63	40

<sup>1</sup>Exhibit 6 includes a Growth Rate calculation across the RDI. GR=1.71%.

<sup>2</sup> No additional improvements beyond those required to correct the existing failure due to the background traffic are needed. 6LD Class II LOS = 2,680.

### **5.3 Test 2 – Five Year Analysis**

Links and Major Intersections where Project's traffic is significant on a Link within the RDI shall be included in Test 2 analysis of the *PBC – TPS*. Under this Test, the road network assumed in this analysis shall be the existing road network and the State and County Five-Year Road Program improvements with construction scheduled to commence before the end of the Five-Year analysis period. At the time of this submittal, *PBC Five Year Work Program*, dated July 14, 2020, shows intersection improvements at the intersection of 10<sup>th</sup> Avenue and Boutwell Road for FY2021. Exhibit 8 includes an excerpt from the PBC Five Year work program showing the Boutwell Road improvements.

According to *Table 12.b.2.D-7 3A* from the *PBC Traffic Performance Standards - Article 12* of the *PBC Unified Land Development Code* and given the trip generation characteristics from *Table 2*, a 2-mile Radius of Development Influence needs to be considered for *Test 2* traffic impact analysis of the Proposed Development.

Projects with more than three percent (3%) of the adopted LOS thresholds within the RDI as set forth in *Table 12.B.C-4 2A: LOS E Link Service Volumes*, shall be included in Test 2. In addition, links outside the RDI on which net trips are greater than five percent (5%) of the LOS 'E' of the Link affected shall be included in Test 2.

*Table 8* and *Table 9* present a summary of the project impact on all roadway links included within the RDI during the AM and PM peak-hour peak-direction conditions, respectively. As shown in *Table 8* and *Table 9*, all links impacted by the project will be impacted with less than three percent (3%) of LOS 'E'. Test 2 has been met.

**Table 8: Test 2 - Project Impact – AM Peak Hour**

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Direction	Project Traffic	Traffic Impact
Federal Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	2	0.23%
				S						3%	IN	1	0.11%
Federal Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	2	N	4	0.76	5.3	Class II	860	2%	IN	0	0.00%
				S						2%	OUT	1	0.12%
Dixie Hwy	6 <sup>th</sup> Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,780	5%	IN	1	0.06%
				S						5%	OUT	3	0.17%
Dixie Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	4	N	4	0.76	5.3	Class II	1,780	5%	IN	1	0.06%
				S						5%	OUT	3	0.17%
Dixie Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	6	0.32%
				S						10%	IN	2	0.11%
Dixie Hwy	17 <sup>th</sup> Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,780	10%	OUT	6	0.34%
				S						10%	IN	2	0.11%
Boutwell Rd	Lake Worth Rd	2 <sup>nd</sup> Ave N	2	N	1	0	8	Class II	860	5%	IN	1	0.12%
				S						5%	OUT	3	0.35%
Boutwell Rd	2 <sup>nd</sup> Ave N	10 <sup>th</sup> Ave N	2	N	1	1	2	Class I	880	5%	IN	1	0.11%
				S						5%	OUT	3	0.34%
Florida Mango Rd	10 <sup>th</sup> Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	6	0.68%
				S						10%	IN	2	0.23%
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	3	0.34%
				S						5%	IN	1	0.11%
Congress Ave	6 <sup>th</sup> Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,830	5%	IN	1	0.04%
				S						5%	OUT	3	0.11%
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,830	10%	IN	2	0.07%
				S						10%	OUT	6	0.21%
Congress Ave	French Ave	10 <sup>th</sup> Ave N	6D	N	1	0	3	Class II	2,830	10%	IN	2	0.07%
				S						10%	OUT	6	0.21%
Congress Ave	10 <sup>th</sup> Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,830	10%	OUT	6	0.21%
				S						10%	IN	2	0.07%
Kirk Rd	Lake Worth Rd	10 <sup>th</sup> Ave N	2	N	2	1	3	Class II	860	3%	IN	1	0.12%
				S						3%	OUT	2	0.23%
Kirk Rd	10 <sup>th</sup> Ave N	Purdy Ln	2	N	2	1	2	Class II	860	2%	OUT	1	0.12%
				S						2%	IN	0	0.00%
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	5%	IN	1	0.04%
				W						5%	OUT	3	0.11%
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,830	5%	OUT	3	0.11%
				W						5%	IN	1	0.04%
10 <sup>th</sup> Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,870	5%	IN	1	0.05%
				W						5%	OUT	3	0.16%
10 <sup>th</sup> Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,870	10%	IN	2	0.11%
				W						10%	OUT	6	0.32%
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1,870	30%	IN	7	0.37%
				W						30%	OUT	19	1.02%
10 <sup>th</sup> Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1,870	40%	IN	9	0.48%
				W						40%	OUT	25	1.34%
10 <sup>th</sup> Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1,870	60%	OUT	38	2.03%
				W						60%	IN	13	0.70%
10 <sup>th</sup> Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1,870	55%	OUT	35	1.87%
				W						55%	IN	12	0.64%
10 <sup>th</sup> Ave N	I-95	N A St	5	E	3	0	18	Class II	1,870	20%	OUT	13	0.70%
				W						20%	IN	4	0.21%
10 <sup>th</sup> Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,870	20%	OUT	13	0.70%
				W						20%	IN	4	0.21%
10 <sup>th</sup> Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,870	5%	OUT	3	0.16%
				W						5%	IN	1	0.05%
2 <sup>nd</sup> Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	0	0.00%
				W						1%	OUT	1	0.11%
2 <sup>nd</sup> Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	0	0.00%
				W						1%	OUT	1	0.11%
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	3%	IN	1	0.04%
				W						3%	OUT	2	0.07%
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,870	2%	IN	0	0.00%
				W						2%	OUT	1	0.05%
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,780	4%	IN	1	0.06%
				W						4%	OUT	3	0.17%

AM	
IN	OUT
22	63

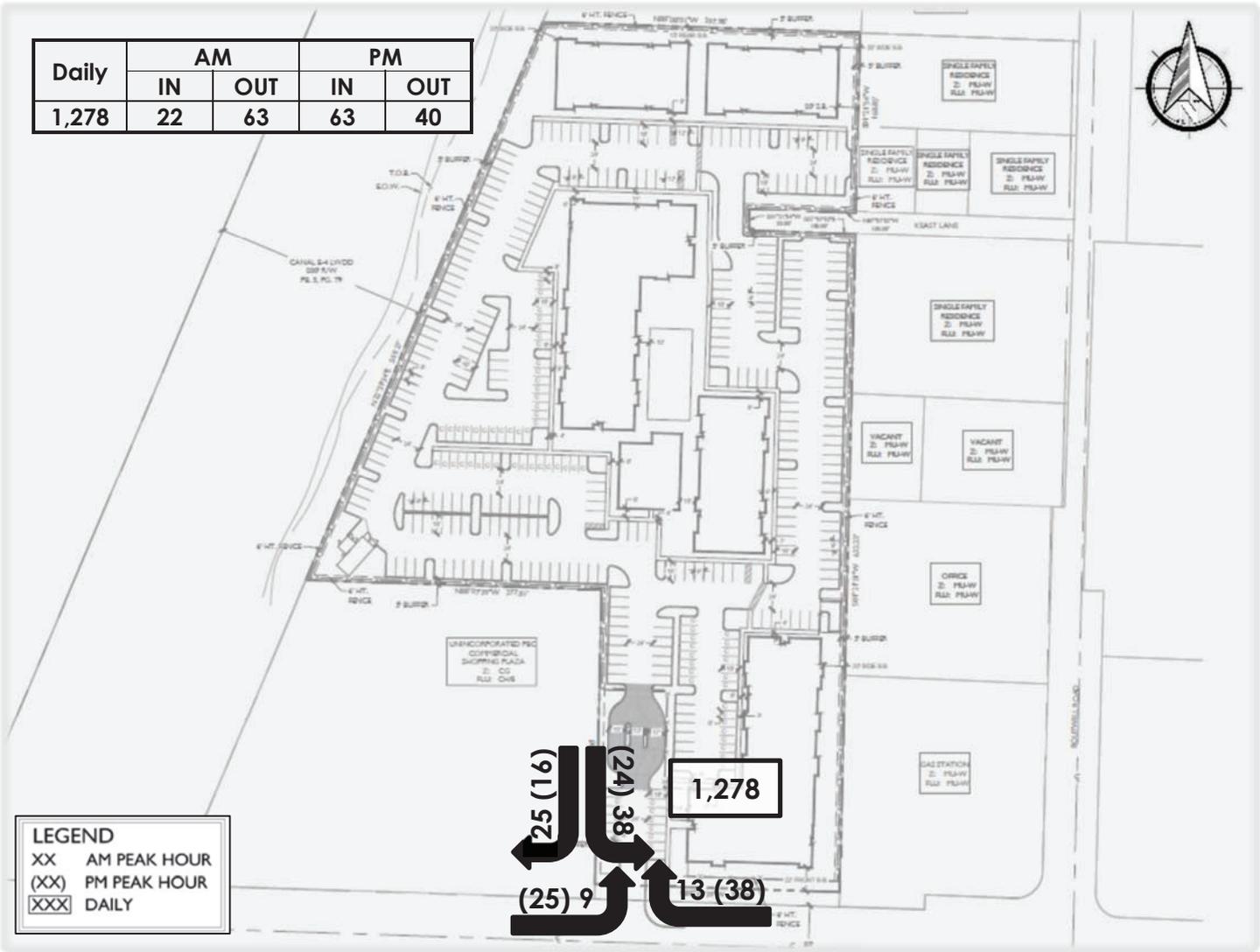
**Table 9: Test 2 - Project Impact – PM Peak Hour**

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Direction	Project Traffic	Traffic Impact
Federal Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	1	0.11%
				S						3%	IN	2	0.23%
Federal Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	2	N	4	0.76	5.3	Class II	860	2%	IN	1	0.12%
				S						2%	OUT	1	0.12%
Dixie Hwy	6 <sup>th</sup> Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,780	5%	IN	3	0.17%
				S						5%	OUT	2	0.11%
Dixie Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	4	N	4	0.76	5.3	Class II	1,780	5%	IN	3	0.17%
				S						5%	OUT	2	0.11%
Dixie Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	4	0.22%
				S						10%	IN	6	0.32%
Dixie Hwy	17 <sup>th</sup> Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,780	10%	OUT	4	0.22%
				S						10%	IN	6	0.34%
Boutwell Rd	Lake Worth Rd	2 <sup>nd</sup> Ave N	2	N	1	0	8	Class II	860	5%	IN	3	0.35%
				S						5%	OUT	2	0.23%
Boutwell Rd	2 <sup>nd</sup> Ave N	10 <sup>th</sup> Ave N	2	N	1	1	2	Class I	880	5%	IN	3	0.34%
				S						5%	OUT	2	0.23%
Florida Mango Rd	10 <sup>th</sup> Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	4	0.45%
				S						10%	IN	6	0.68%
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	2	0.23%
				S						5%	IN	3	0.34%
Congress Ave	6 <sup>th</sup> Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,830	5%	IN	3	0.11%
				S						5%	OUT	2	0.07%
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,830	10%	IN	6	0.21%
				S						10%	OUT	4	0.14%
Congress Ave	French Ave	10 <sup>th</sup> Ave N	6D	N	1	0	3	Class II	2,830	10%	IN	6	0.21%
				S						10%	OUT	4	0.14%
Congress Ave	10 <sup>th</sup> Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,830	10%	OUT	4	0.14%
				S						10%	IN	6	0.21%
Kirk Rd	Lake Worth Rd	10 <sup>th</sup> Ave N	2	N	2	1	3	Class II	860	3%	IN	2	0.23%
				S						3%	OUT	1	0.12%
Kirk Rd	10 <sup>th</sup> Ave N	Purdy Ln	2	N	2	1	2	Class II	860	2%	OUT	1	0.12%
				S						2%	IN	1	0.12%
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	5%	IN	3	0.11%
				W						5%	OUT	2	0.07%
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,830	5%	OUT	2	0.07%
				W						5%	IN	3	0.11%
10 <sup>th</sup> Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,870	5%	IN	3	0.16%
				W						5%	OUT	2	0.11%
10 <sup>th</sup> Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,870	10%	IN	6	0.32%
				W						10%	OUT	4	0.21%
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1,870	30%	IN	19	1.02%
				W						30%	OUT	12	0.64%
10 <sup>th</sup> Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1,870	40%	IN	25	1.34%
				W						40%	OUT	16	0.86%
10 <sup>th</sup> Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1,870	60%	OUT	24	1.28%
				W						60%	IN	38	2.03%
10 <sup>th</sup> Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1,870	55%	OUT	22	1.18%
				W						55%	IN	35	1.87%
10 <sup>th</sup> Ave N	I-95	N A St	5	E	3	0	18	Class II	1,870	20%	OUT	8	0.43%
				W						20%	IN	13	0.70%
10 <sup>th</sup> Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,870	20%	OUT	8	0.43%
				W						20%	IN	13	0.70%
10 <sup>th</sup> Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,870	5%	OUT	2	0.11%
				W						5%	IN	3	0.16%
2 <sup>nd</sup> Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
2 <sup>nd</sup> Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	3%	IN	2	0.07%
				W						3%	OUT	1	0.04%
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,870	2%	IN	1	0.05%
				W						2%	OUT	1	0.05%
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,780	4%	IN	3	0.17%
				W						4%	OUT	2	0.11%

PM	
IN	OUT
63	40

**6. DRIVEWAY ANALYSIS**

Based on *PBC Land Development Design Standards Manual*, a left-turn lane is required at each driveway where inbound peak hour left-turning traffic is equal or greater than 30 vehicles. A right-turn lane is required at each driveway where street Average Daily Traffic (ADT) volumes exceed 10,000 vehicles per day, and driveway daily volume is greater than 1,000 trips, with inbound peak hour right-turning traffic being at least 75 vehicles.



**Figure 3: Project Driveway Volumes**

Figure 3 provides Daily, AM and PM peak hour driveway volumes for the *Golden Road* project. Turn lanes are not warranted at the project driveway.

## 7. ADDITIONAL ANALYSIS

Given the site location and parcel configuration, access options are limited where the most viable option for the project would be connecting to 10<sup>th</sup> Avenue. A full access on 10<sup>th</sup> Avenue will be requested when applying for a driveway permit where the project is proposing restriping the exiting left turn lane in front of the site to allow for a continuous center two-way left-turn lane to facilitate a full access to the site.

The adequacy of the proposed eastbound left turn storage length at the intersection of 10<sup>th</sup> Avenue and Boutwell Road was evaluated using HCS analysis. Similarly, using HCS analysis the 95<sup>th</sup> percentile queues were calculated at the project driveway. Table 10 summarizes the results of the analysis.

**Table 10: Access Management HCS Summary**

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
<b>AM</b>																
<b>10<sup>th</sup> Avenue &amp; Boutwell Road</b>																
Volume (veh/h)	-	9	1,303	193	-	290	1,042	23	-	174	14	240	-	33	10	15
95% Queue Length	-	<b>0.3</b>	18.1	22.1	-	21.7	2.2	2.6	-	11.3	16.2	-	-	2.6	1.6	-
<b>10<sup>th</sup> Avenue &amp; Golden Road Driveway</b>																
Volume (veh/h)	-	9	1,981	-	-	-	1,616	13	-	-	-	-	-	38	-	25
95% Queue Length	-	<b>0.1</b>	-	-	-	-	-	-	-	-	-	-	-	1.9	-	0.3
<b>PM</b>																
<b>10<sup>th</sup> Avenue &amp; Boutwell Road</b>																
Volume (veh/h)	-	9	1,210	217	-	236	1,569	15	-	215	13	208	-	32	33	23
95% Queue Length	-	<b>0.3</b>	10.8	16.0	-	17.5	4.1	4.3	-	14.5	13.7	-	-	2.4	3.5	-
<b>10<sup>th</sup> Avenue &amp; Golden Road Driveway</b>																
Volume (veh/h)	-	25	1,993	-	-	-	1,920	38	-	-	-	-	-	24	-	16
95% Queue Length	-	<b>0.3</b>	-	-	-	-	-	-	-	-	-	-	-	1.6	-	0.2

As shown in Table 10, future operations at the 10<sup>th</sup> Avenue and Boutwell Road intersection will not be impacted by having a continuous center two-way left-turn lane in front of the project access which will allow for full movements in and out of the project site.

## 8. CONCLUSIONS AND RECOMMENDATIONS

The *Golden Road* project is located just west of Boutwell Road, north of 10<sup>th</sup> Avenue in the City of Lake Worth Beach, Florida. The applicant is proposing a site plan to accommodate 235 Apartments. This development will most likely generate 1,278 Daily trips where 85 two-way trips will occur during the AM peak hour and 103 during the PM peak hour. Project build-out is expected in the year 2025.

### *Test 1 – Part One - Intersections*

The analyzed intersections within the RDI meet the adopted Level of Service as defined in *Table 12.B.2.C-2 1B – LOS D Intersection Thresholds*. Test 1 – Part One has been met.

### *Test 1 – Part Two - Links*

10<sup>th</sup> Avenue between Congress Avenue and I-95 will be backlogged without project traffic at the estimated buildout year for the project, as defined in *Table 12.B.2.C-1, 1A: LOS 'D' Link Service Volumes*, where the minimum improvement necessary to correct the existing deficiency would allow the project to meet the adopted LOS. Therefore, according to Florida Statutes, for Concurrency purposes, any necessary improvements are considered to be in place. Test 1 – Part Two has been met.

### *Test 2 – Five Year Analysis*

All links impacted by the project will be impacted with less than three percent (3%) of the adopted LOS, as defined in *Table 12.B.2.C-1, 1A: LOS 'E' Link Service Volumes*. Test 2 has been met.

The proposed *Golden Road* project has been evaluated following *Article 12 - TPS* of the *PBC Unified Land Development Code*. This analysis shows the proposed development will be in compliance with PBC – TPS and with City of Lake Worth Beach standards.

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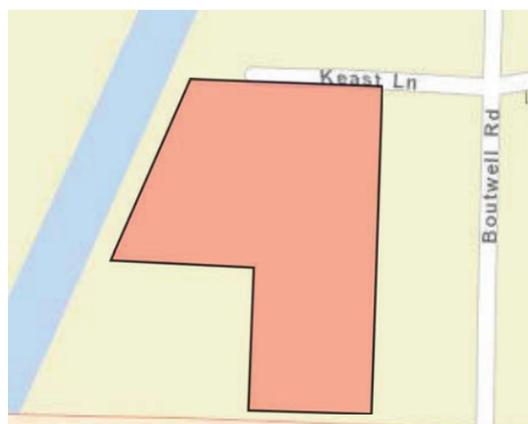
## **Exhibit 1: Property Appraiser Information**

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<b>Property Detail</b>	
Parcel Control Number: 38-43-44-20-01-026-0010	Location Address: 10TH AVE N
Owners: LAKE WORTH INVESTMENT GROUP LLC	
Mailing Address: 4005 NW 114TH AVE STE 5, MIAMI FL 33178 4372	
Last Sale: SEP-2013	Book/Page#: 26358 / 1677 Price: \$925,000
Property Use Code: 1000 - VACANT COMMERCIAL	Zoning: MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
Legal Description: MODEL LAND CO, TR 26 (LESS S 315 FT OF WLY 400.83 FT & S 25 FT 10TH AVE NORTH R/W) & TR 27 (LESS E 220 FT & S 25 FT 10TH AVE NORTH R/W)	Total SF: 0 Acres 5.1353

<b>2020 Values (Preliminary)</b>		<b>2020 Taxes (Preliminary)</b>	
Improvement Value	\$0	Ad Valorem	\$21,877
Land Value	\$1,118,460	Non Ad Valorem	\$248
Total Market Value	\$1,118,460	Total Tax	\$22,125
Assessed Value	\$848,100	<b>2020 Qualified Exemptions</b>	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$848,100	<b>Applicants</b>	
<i>All values are as of January 1st each year.</i>		No Details Found	

<b>Building Footprint (Building 0)</b>	<b>Subarea and Square Footage (Building 0)</b>	
	Description	Sq. Footage
	No Data Found.	
<b>Extra Features</b>		
Description	Year Built	Unit
No Extra Feature Available		

<b>Structural Details (Building 0)</b>	<b>MAP</b>
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010260010 1 of 1

<b>Property Detail</b>	
Location Address	10TH AVE N
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-026-0010
Subdivision	MODEL LAND CO IN
Official Records Book	26358 Page 1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO, TR 26 (LESS S 315 FT OF WLY 400.83 FT & S 25 FT 10TH AVE NORTH R/W) & TR 27 (LESS E 220 FT & S 25 FT 10TH AVE NORTH R/W)

<b>Owner Information</b>	
<b>Owners</b>	<b>Mailing address</b>
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

<b>Sales Information</b>				
Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
SEP-1994	\$300,000	08448 / 00874	WARRANTY DEED	FOGEL MICHAEL N &
OCT-1991	\$300,000	07009 / 00020	WARRANTY DEED	
APR-1988	\$100	05668 / 00085	QUIT CLAIM	
APR-1988	\$100	05668 / 00087	WARRANTY DEED	

<b>Exemption Information</b>	
No Exemption information available	

<b>Property Information</b>	
Number of Units	0
*Total Square Feet	0
Acres	5.1353
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

<b>Appraisals</b>				
	Tax Year	2020 P	2019	2018
Improvement Value		\$0	\$0	\$0
Land Value		\$1,118,460	\$771,000	\$771,000
Total Market Value		\$1,118,460	\$771,000	\$771,000
<i>P = Preliminary All values are as of January 1st each year</i>				

<b>Assessed and Taxable Values</b>				
	Tax Year	2020 P	2019	2018
Assessed Value		\$848,100	\$771,000	\$771,000
Exemption Amount		\$0	\$0	\$0
Taxable Value		\$848,100	\$771,000	\$771,000

<b>Taxes</b>				
	Tax Year	2020 P	2019	2018
Ad Valorem		\$21,877	\$18,328	\$17,929
Non Ad Valorem		\$248	\$248	\$248
Total tax		\$22,125	\$18,576	\$18,177

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

<b>Property Detail</b>			
Parcel Control Number:	38-43-44-20-01-004-0030	Location Address:	2289 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE STE 5,MIAMI FL 33178 4372		
Last Sale:	SEP-2013	Book/Page#:	26358 / 1677
Property Use Code:	1000 - VACANT COMMERCIAL	Price:	\$925,000
Legal Description:	MODEL LAND CO SUB TR IN SW COR OF TR 4 IN DB1076 P171	Zoning:	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
	Total SF:	0	Acres 0.1925

<b>2020 Values (Preliminary)</b>		<b>2020 Taxes (Preliminary)</b>	
Improvement Value	\$0	Ad Valorem	\$813
Land Value	\$41,930	Non Ad Valorem	\$50
Total Market Value	\$41,930	Total Tax	\$863
Assessed Value	\$31,350	<b>2020 Qualified Exemptions</b>	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$31,350	<b>Applicants</b>	
		No Details Found	



**Subarea and Square Footage (Building 0)**

Description	Area	Sq. Footage
No Data Found.		

**Extra Features**

Description	Year Built	Unit
No Extra Feature Available		

**Structural Details (Building 0)**

Description



Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040030 1 of 1

<b>Property Detail</b>	
Location Address	2289 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0030
Subdivision	MODEL LAND CO IN
Official Records Book	26358
Page	1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB TR IN SW COR OF TR 4 IN DB1076 P171

**Owner Information**

Owners	Mailing address
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

**Sales Information**

Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
MAY-1995	\$165,000	08750 / 01450	WARRANTY DEED	TUBBS RALPH O &
APR-1981	\$100	03506 / 01634	WARRANTY DEED	

**Exemption Information**

No Exemption information available

**Property Information**

Number of Units 0  
 \*Total Square Feet 0  
 Acres 0.1925  
 Use Code 1000 - VACANT COMMERCIAL  
 Zoning MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

**Appraisals**

Tax Year	2020 P	2019	2018
Improvement Value	\$0	\$0	\$0
Land Value	\$41,930	\$28,500	\$28,500
Total Market Value	\$41,930	\$28,500	\$28,500

P = Preliminary All values are as of January 1st each year

**Assessed and Taxable Values**

Tax Year	2020 P	2019	2018
Assessed Value	\$31,350	\$28,500	\$28,500
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$31,350	\$28,500	\$28,500

**Taxes**

Tax Year	2020 P	2019	2018
Ad Valorem	\$813	\$678	\$663
Non Ad Valorem	\$50	\$50	\$50
Total tax	\$863	\$728	\$713

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

<b>Property Detail</b>	
Parcel Control Number: 38-43-44-20-01-004-0060	Location Address: 2283 KEAST LN
Owners: LAKE WORTH INVESTMENT GROUP LLC	
Mailing Address: 4005 NW 114TH AVE STE 5, MIAMI FL 33178 4372	
Last Sale: SEP-2013	Book/Page#: 26358 / 1677 Price: \$925,000
Property Use Code: 1000 - VACANT COMMERCIAL	Zoning: MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
Legal Description: MODEL LAND CO SUB NLY 88.62 FT OF SLY 188.62 FT OF TR 4 LYG ADJ TO E4 CNL & W 20 FT OF E 490 FT OF S 100 FT OF TR 4 IN OR710P50	Total SF: 0 Acres 0.1717

<b>2020 Values (Preliminary)</b>		<b>2020 Taxes (Preliminary)</b>	
Improvement Value	\$900	Ad Valorem	\$749
Land Value	\$37,390	Non Ad Valorem	\$50
Total Market Value	\$38,290	Total Tax	\$799
Assessed Value	\$29,040	<b>2020 Qualified Exemptions</b>	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$29,040	<b>Applicants</b>	
No Details Found			

<b>Building Footprint (Building 0)</b>	<b>Subarea and Square Footage (Building 0)</b>		
	Description	Area	Sq. Footage
	No Data Found.		
	<b>Extra Features</b>		
	Description	Year Built	Unit
	Utility Building	1952	150
Unit may represent the perimeter, square footage, linear footage, total number or other measurement.			

<b>Structural Details (Building 0)</b>	<b>MAP</b>
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040060 1 of 1

<b>Property Detail</b>	
Location Address	2283 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0060
Subdivision	MODEL LAND CO IN
Official Records Book	26358 Page 1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB NLY 88.62 FT OF SLY 188.62 FT OF TR 4 LYG ADJ TO E4 CNL & W 20 FT OF E 490 FT OF S 100 FT OF TR 4 IN OR710P50

<b>Owner Information</b>	
<b>Owners</b>	<b>Mailing address</b>
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

<b>Sales Information</b>				
Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
MAY-1995	\$165,000	08750 / 01450	WARRANTY DEED	TUBBS RALPH O &
NOV-1991	\$24,000	07029 / 01545	WARRANTY DEED	

<b>Exemption Information</b>	
No Exemption information available	

<b>Property Information</b>	
Number of Units	0
*Total Square Feet	0
Acres	0.1717
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

<b>Appraisals</b>				
	Tax Year	2020 P	2019	2018
Improvement Value		\$900	\$900	\$900
Land Value		\$37,390	\$25,500	\$25,500
Total Market Value		\$38,290	\$26,400	\$26,400
P = Preliminary All values are as of January 1st each year				

<b>Assessed and Taxable Values</b>				
	Tax Year	2020 P	2019	2018
Assessed Value		\$29,040	\$26,400	\$26,400
Exemption Amount		\$0	\$0	\$0
Taxable Value		\$29,040	\$26,400	\$26,400

<b>Taxes</b>				
	Tax Year	2020 P	2019	2018
Ad Valorem		\$749	\$628	\$614
Non Ad Valorem		\$50	\$50	\$50
Total tax		\$799	\$678	\$664

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

<b>Property Detail</b>			
Parcel Control Number:	38-43-44-20-01-004-0080	Location Address:	2269 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE STE 5, MIAMI FL 33178 4372		
Last Sale:	SEP-2013	Book/Page#:	26358 / 1677
Property Use Code:	1000 - VACANT COMMERCIAL	Zoning:	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
Legal Description:	MODEL LAND CO SUB W 75 FT OF E 470 FT OF N 168 FT OF S 188 FT OF TR 4	Total SF:	0
		Acres	0.2893

<b>2020 Values (Preliminary)</b>		<b>2020 Taxes (Preliminary)</b>	
Improvement Value	\$0	Ad Valorem	\$1,234
Land Value	\$63,000	Non Ad Valorem	\$50
Total Market Value	\$63,000	Total Tax	\$1,284
Assessed Value	\$47,850	<b>2020 Qualified Exemptions</b>	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$47,850	<b>Applicants</b>	
		No Details Found	



**Subarea and Square Footage (Building 0)**

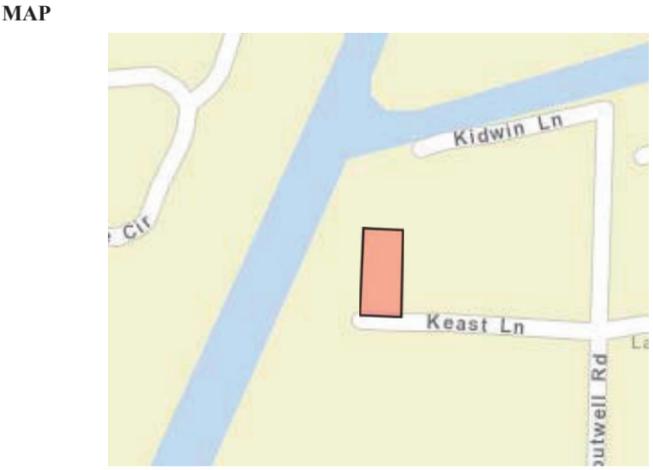
Description	Area	Sq. Footage
No Data Found.		

**Extra Features**

Description	Year Built	Unit
No Extra Feature Available		

**Structural Details (Building 0)**

Description



Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040080 1 of 1

<b>Property Detail</b>	
Location Address	2269 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0080
Subdivision	MODEL LAND CO IN
Official Records Book	26358
Page	1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB W 75 FT OF E 470 FT OF N 168 FT OF S 188 FT OF TR 4

**Owner Information**

Owners	Mailing address
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

**Sales Information**

Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
MAY-1995	\$165,000	08750 / 01450	WARRANTY DEED	TUBBS RALPH O &

**Exemption Information**

No Exemption information available

**Property Information**

Number of Units 0  
 \*Total Square Feet 0  
 Acres 0.2893  
 Use Code 1000 - VACANT COMMERCIAL  
 Zoning MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

**Appraisals**

Tax Year	2020 P	2019	2018
Improvement Value	\$0	\$0	\$0
Land Value	\$63,000	\$43,500	\$43,500
Total Market Value	\$63,000	\$43,500	\$43,500

P = Preliminary All values are as of January 1st each year

**Assessed and Taxable Values**

Tax Year	2020 P	2019	2018
Assessed Value	\$47,850	\$43,500	\$43,500
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$47,850	\$43,500	\$43,500

**Taxes**

Tax Year	2020 P	2019	2018
Ad Valorem	\$1,234	\$1,034	\$1,012
Non Ad Valorem	\$50	\$50	\$50
Total tax	\$1,284	\$1,084	\$1,062

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

<b>Property Detail</b>			
Parcel Control Number:	38-43-44-20-01-004-0120	Location Address:	2253 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE STE 5,MIAMI FL 33178 4372		
Last Sale:	SEP-2013	Book/Page#:	26358 / 1677
Property Use Code:	1000 - VACANT COMMERCIAL	Price:	\$925,000
Legal Description:	MODEL LAND CO SUB W 84 FT OF E 395 FT OF N 168 FT OF S 188 FT OF TR 4	Zoning:	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
	Total SF:	0	Acres 0.3240

<b>2020 Values (Preliminary)</b>		<b>2020 Taxes (Preliminary)</b>	
Improvement Value	\$0	Ad Valorem	\$1,369
Land Value	\$70,565	Non Ad Valorem	\$50
Total Market Value	\$70,565	Total Tax	\$1,419
Assessed Value	\$52,800	<b>2020 Qualified Exemptions</b>	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$52,800	<b>Applicants</b>	
		No Details Found	

**All values are as of January 1st each year.**

<b>Building Footprint (Building 0)</b>	<b>Subarea and Square Footage (Building 0)</b>		
	Description	Area	Sq. Footage
	No Data Found.		
	<b>Extra Features</b>		
Description	Year Built	Unit	
No Extra Feature Available			

<b>Structural Details (Building 0)</b>	<b>MAP</b>
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040120 1 of 1

<b>Property Detail</b>	
Location Address	2253 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0120
Subdivision	MODEL LAND CO IN
Official Records Book	26358
Page	1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB W 84 FT OF E 395 FT OF N 168 FT OF S 188 FT OF TR 4

<b>Owner Information</b>	
<b>Owners</b>	<b>Mailing address</b>
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

<b>Sales Information</b>				
Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
OCT-1996	\$36,000	09493 / 00024	WARRANTY DEED	TUBBS RALPH &
JAN-1978	\$100	02963 / 01644		

<b>Exemption Information</b>	
No Exemption information available	

<b>Property Information</b>	
Number of Units	0
*Total Square Feet	0
Acres	0.3240
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

<b>Appraisals</b>				
Tax Year	2020 P	2019	2018	
Improvement Value	\$0	\$0	\$0	
Land Value	\$70,565	\$48,000	\$48,000	
Total Market Value	\$70,565	\$48,000	\$48,000	

**P = Preliminary** All values are as of January 1st each year

<b>Assessed and Taxable Values</b>				
Tax Year	2020 P	2019	2018	
Assessed Value	\$52,800	\$48,000	\$48,000	
Exemption Amount	\$0	\$0	\$0	
Taxable Value	\$52,800	\$48,000	\$48,000	

<b>Taxes</b>				
Tax Year	2020 P	2019	2018	
Ad Valorem	\$1,369	\$1,141	\$1,116	
Non Ad Valorem	\$50	\$50	\$50	
Total tax	\$1,419	\$1,191	\$1,166	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

Property Detail			
Parcel Control Number:	38-43-44-20-01-004-0010	Location Address:	2310 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE UNIT 5,MIAMI FL 33178 4372		
Last Sale:	NOV-2014	Book/Page#:	27154 / 1661 Price: \$10
Property Use Code:	1000 - VACANT COMMERCIAL	Zoning:	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
Legal Description:	MODEL LAND CO SUB N 168 FT OF S 188 FT OF W 100 FT OF E 320 FT OF TR 4 AS IN OR5285P249 (LESS W 9 FT AS IN OR2963P1644)	Total SF:	0 Acres 0.3510

2020 Values (Preliminary)		2020 Taxes (Preliminary)	
Improvement Value	\$0	Ad Valorem	\$1,492
Land Value	\$76,440	Non Ad Valorem	\$50
Total Market Value	\$76,440	Total Tax	\$1,542
Assessed Value	\$57,750	2020 Qualified Exemptions	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$57,750	Applicants	
<b>All values are as of January 1st each year.</b>		No Details Found	

Building Footprint (Building 0)	Subarea and Square Footage (Building 0)
	Description Area Sq. Footage
	No Data Found.
<b>Extra Features</b>	
Description Year Built Unit	
No Extra Feature Available	

Structural Details (Building 0)	MAP
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040010 1 of 1

Property Detail	
Location Address	2310 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0010
Subdivision	MODEL LAND CO IN
Official Records Book	27154 Page 1661
Sale Date	NOV-2014
Legal Description	MODEL LAND CO SUB N 168 FT OF S 188 FT OF W 100 FT OF E 320 FT OF TR 4 AS IN OR5285P249 (LESS W 9 FT AS IN OR2963P1644)

Owner Information	
<b>Owners</b>	<b>Mailing address</b>
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE UNIT 5 MIAMI FL 33178 4372

Sales Information				
Sales Date	Price	OR Book/Page	Sale Type	Owner
NOV-2014	\$10	27154 / 01661	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
DEC-2005	\$10	19691 / 00336	WARRANTY DEED	LW10TH INC
NOV-2005	\$324,000	19626 / 01869	WARRANTY DEED	EVANS LESLIE R &
MAR-2001	\$78,000	12352 / 01229	WARRANTY DEED	NORDINGER GEORGE
JUN-2000	\$56,000	11884 / 01699	WARRANTY DEED	TORRES RAYMOND
APR-1996	\$47,000	09224 / 01950	WARRANTY DEED	
MAY-1987	\$100	05285 / 00249	LIFE ESTATE	

Exemption Information	
No Exemption information available	

Property Information	
Number of Units	0
*Total Square Feet	0
Acres	0.3510
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

Appraisals				
	Tax Year	2020 P	2019	2018
Improvement Value		\$0	\$0	\$0
Land Value		\$76,440	\$52,500	\$52,500
Total Market Value		\$76,440	\$52,500	\$52,500

P = Preliminary All values are as of January 1st each year

Assessed and Taxable Values				
	Tax Year	2020 P	2019	2018
Assessed Value		\$57,750	\$52,500	\$52,500
Exemption Amount		\$0	\$0	\$0
Taxable Value		\$57,750	\$52,500	\$52,500

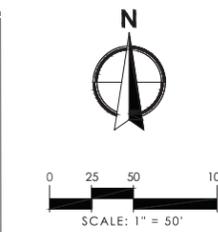
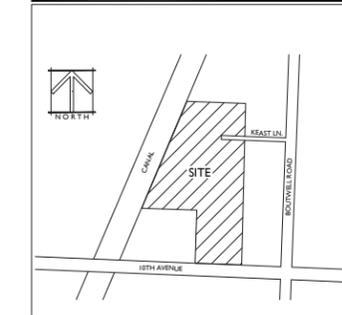
Taxes				
	Tax Year	2020 P	2019	2018
Ad Valorem		\$1,492	\$1,248	\$1,221
Non Ad Valorem		\$50	\$50	\$50
Total tax		\$1,542	\$1,298	\$1,271

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

## **Exhibit 2: Preliminary Site Plan**

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LOCATION MAP



**WGL**  
 2035 Vista Parkway, West Palm Beach, FL 33411  
 Phone No. 888.969.2220 www.wginc.com  
 Cert No. 6091 - LB No. 7065

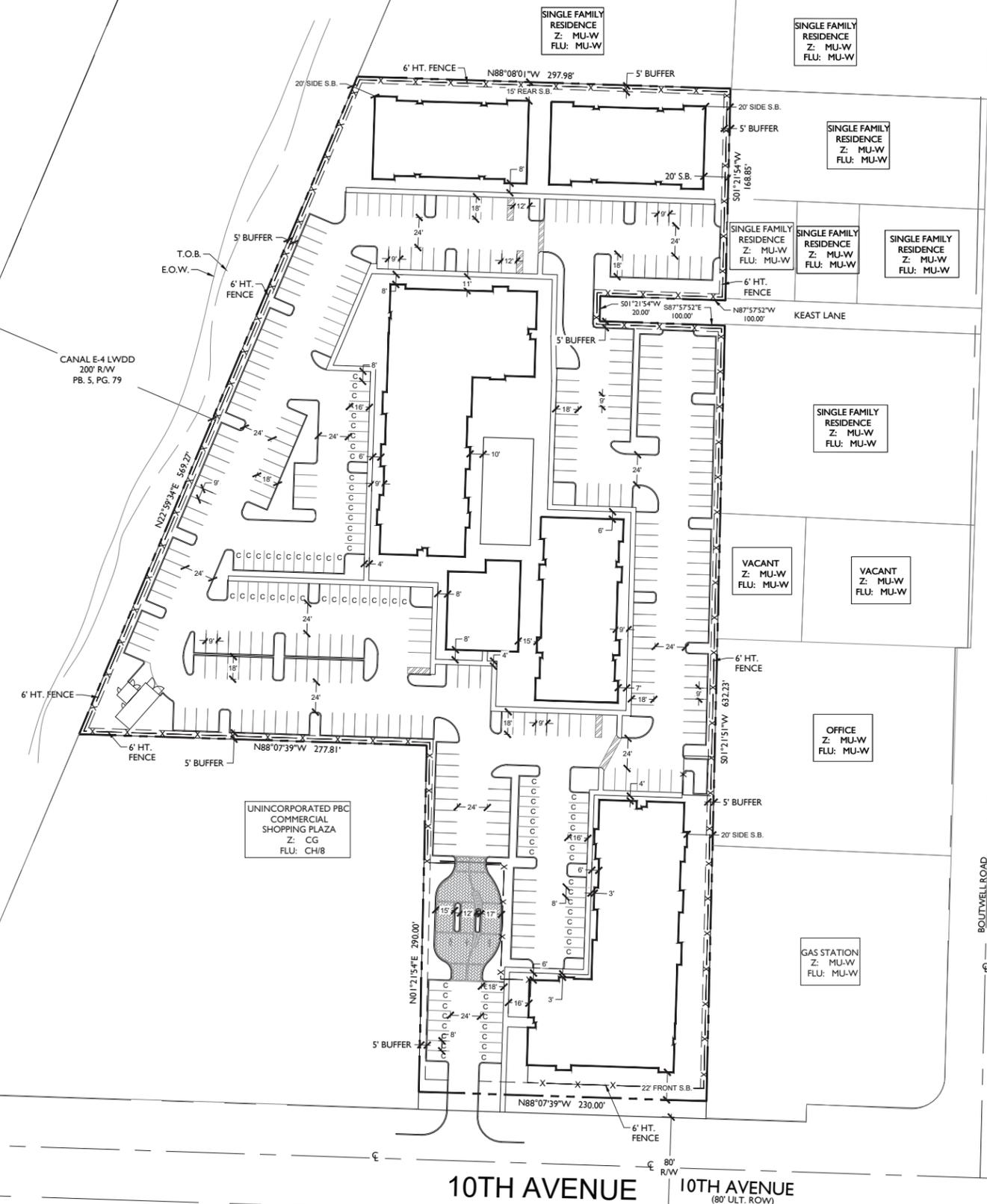
SITE DATA

APPLICATION NAME	GOLDEN ROAD APARTMENTS
PROJECT NO.	17-01400001
EXISTING LAND USE DESIGNATION	MU-W
PROPOSED LAND USE DESIGNATION	X
EXISTING ZONING DESIGNATION	MU-W
PROPOSED ZONING DISTRICT	X
SECTION / TOWNSHIP / RANGE	20/44/43
PROPERTY / CONTROL NUMBER(S)	00-43-44-20-01-026-0010, 00-43-44-20-01-004-0080 00-43-44-20-01-004-0030, 00-43-44-20-01-004-0120 00-4344-20-01-004-0060, 00-43-44-20-01-004-0010
EXISTING USE	VACANT
PROPOSED USE	APARTMENT HOMES
GROSS SITE AREA	278,340 SQ. FT. / 6.39 AC.
NET SITE AREA	275,058 SQ. FT. / 6.31 AC.
PROPOSED GROSS FLOOR AREA	X SF
TOTAL UNITS	235 UNITS
FAR	X
BUILDING LOT COVERAGE	X S.F. / X AC. (X%)
BUILDING HEIGHT*	MAX 30' (2 STORIES)
IMPERVIOUS	X S.F. / X AC. (X%)
PERVIOUS	X S.F. / X AC. (X%)
PARKING - TOTAL PROVIDED	376 SP.
CPMT SPACES	84 SP. (23%)

PROPERTY DEVELOPMENT REGULATIONS

ZONING DISTRICT	LOT DIMENSIONS				MAX. FAR	MAX. BLDG COVER	MIN. SETBACKS			
	DENSITY	WIDTH/FRONTAGE	DEPTH	FRONT			SIDE	SIDE STREET	REAR	
REQUIRED	MAX 30 DU/AC.	MIN. 75'	N/A	1.2*	35%	20'	20'	20'	15'	
PROPOSED	36.78 DU/AC.	230'	807'	x	x%	20'	20'	N/A	15'	

\* - FAR LIMITATION OF 0.70 FOR LOTS 7,500 SQUARE FEET AND GREATER IS INCREASED AN ADDITIONAL 0.50 UNDER THE SUSTAINABLE BONUS INCENTIVE PROGRAM.



CANAL E-4 LWDD  
 200' R/W  
 PB. 5, PG. 79

UNINCORPORATED PBC  
 COMMERCIAL SHOPPING PLAZA  
 Z: CG  
 FLU: CH/8

OFFICE  
 Z: MU-W  
 FLU: MU-W

VACANT  
 Z: MU-W  
 FLU: MU-W

VACANT  
 Z: MU-W  
 FLU: MU-W

SINGLE FAMILY RESIDENCE  
 Z: MU-W  
 FLU: MU-W

GAS STATION  
 Z: MU-W  
 FLU: MU-W

10TH AVENUE  
 10TH AVENUE (80' ULT. ROW)

AMENDMENTS

ZONING STAMP

GOLDEN ROAD  
 PRELIMINARY SITE PLAN

SHEET:  
 PSP-1

Created: 11/17/2020 10:52:46 AM by: [redacted]

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## **Exhibit 3: Approved Trip Distribution**

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December 6, 2017

William Waters, AIA, LEED AP, NCARB  
Community Development Director  
City of Lake Worth  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461

**RE: Golden Roads Apartments**  
**Project #: 170713**  
**Traffic Analysis**

Dear Mr. Waters:

Palm Beach County Traffic Division has reviewed the **Golden Roads Apartments** Traffic Analysis prepared by JFO Group, Inc., revised December 5, 2017, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

<b>Municipality:</b>	City of Lake Worth
<b>Location:</b>	Northwest corner of 10 <sup>th</sup> Avenue and Boutwell Road
<b>PCN #:</b>	38-43-44-20-01-026-0010
<b>Access:</b>	1 Full Access driveway on 10 <sup>th</sup> Avenue ( <u>Developer proposed – does not imply approval by the County through this TPS letter</u> )
<b>Existing Uses:</b>	Vacant
<b>Proposed Uses:</b>	189 DU of Apartments
<b>Net New Daily Trips:</b>	1,257
<b>Net New Peak Hour Trips:</b>	96 (19/77) AM and 117 (76/41) PM
<b>Build-out:</b>	December 31, 2019

Based on our review, the Traffic Division has determined the proposed development meets the Traffic Performance Standards of Palm Beach County, subject to the following conditions:

1. No Building Permits for the site may be issued after December 31, 2019.

Please note that a full access driveway on 10<sup>th</sup> Ave N, as proposed, may not be approved by the County due to safety and County Access Management Standards violations. Additional access (beyond a right-in/right-out only access on 10<sup>th</sup> Ave N) through Keast Ln or directly to Boutwell Rd must be explored. In any case, as noted above, this concurrency traffic study review is not a review or approval of the access point. A separate application process with the County will consider any potential access points that are located on County maintained roadways. A preliminary meeting involving the Developer/Agent, Traffic Division, Land Development Division, and Roadway Production Division to discuss access issues is highly recommended before a formal site plan application is submitted to the City. During that discussion process, more information/analysis may be requested.

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

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



**Palm Beach County  
Board of County  
Commissioners**

- Melissa McKinlay, Mayor
- Mack Bernard, Vice Mayor
- Hal R. Valeche
- Paulette Burdick
- Dave Kerner
- Steven L. Abrams
- Mary Lou Berger

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*



William Waters, AIA, LEED AP, NCARB  
December 6, 2017  
Page 2

The TPS build out approval condition, as stated above, shall be incorporated into the municipal Development Order exactly as set forth above. No later than ten calendar days after approval of the Development Order, the municipality shall transmit an official, recorded copy of same to the County Engineer. In the event: 1) the municipal Development Order is not received by the County Engineer within fifteen calendar days after approval of same; or 2) the official, recorded Development Order does not contain the above condition exactly as set forth above, then the Traffic Division's conditional finding that this proposed development meets the Traffic Performance Standards of Palm Beach County shall be deemed rescinded and rendered void.

The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at (561) 684-4030, [Qbari@pbcgov.org](mailto:Qbari@pbcgov.org).

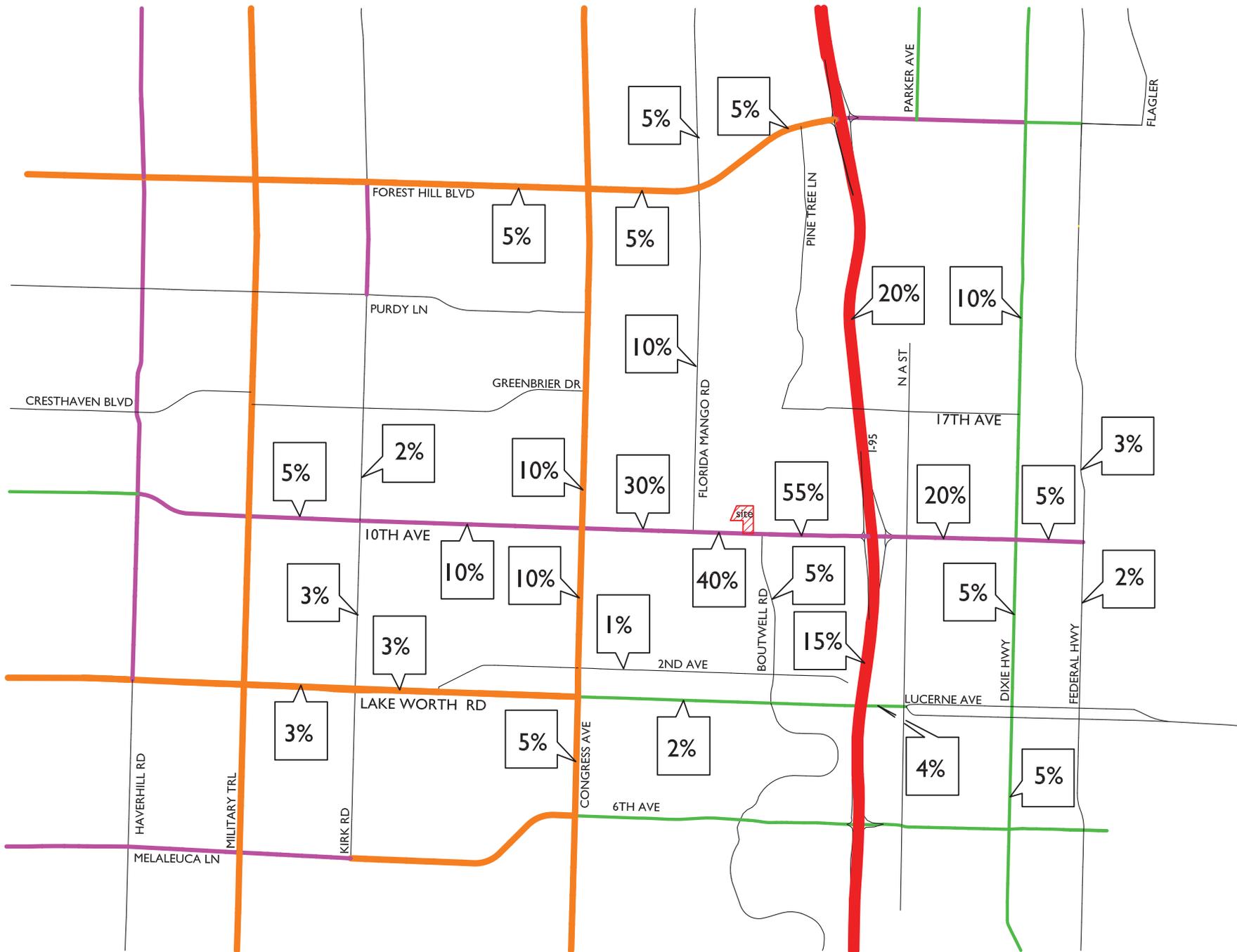
Sincerely,

Quazi Bari, P.E.  
Senior Professional Engineer  
Traffic Division

QB: bc

ec: Addressee  
Juan F. Ortega, P.E. - JFO Group, Inc.  
Steve Bohovsky - Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review  
F:\TRAFFIC\MMTMUNICIPALITIES\APPROVALS\2017\170713 - GOLDEN ROADS APARTMENTS.DOCX



LEGEND	
2L	6L
3L	8L
4L	10L
5L	

## GOLDEN ROAD APARTMENTS

## FIGURE 3: PROJECT TRAFFIC ASSIGNMENT



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## **Exhibit 4: Intersection Analyses**

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### Critical Movement Analysis



#### 10th Avenue & Florida Mango Road Golden Road Apartments

**Input Data**

GR	=	1.71%
Peak Season	=	1.00
Traffic Count Year	=	2018
Buildout Year	=	2025
Years	=	7

AM Peak Hour		PM Peak Hour		235 Apartments
In	Out	In	Out	
22	63	63	40	

#### AM Peak Hour

AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 26, 2018	183	1,065	15	16	757	156	24	11	21	203	7	250
Peak Season Volume	183	1,065	15	16	757	156	24	11	21	203	7	250
2025 Historic Growth	206	1,199	17	18	852	176	27	12	24	229	8	282
Major Project Traffic <sup>1</sup>	0	126	0	0	152	0	0	0	0	22	0	22
Major Project Traffic + 1% growth	196	1,268	16	17	964	167	26	12	23	240	8	290
% Project Traffic	-	30%	-	-	30%	10%	-	-	-	10%	-	-
Project Traffic Direction	-	IN	-	-	OUT	OUT	-	-	-	IN	-	-
Project Traffic	-	7	-	-	19	6	-	-	-	2	-	-
2025 Total Traffic <sup>2</sup>	206	1,275	17	18	983	182	27	12	24	242	8	290

#### Critical Volume

No. of Lanes	1	2	-	1	2	1	1	1	-	2	-	1
Approach Volume	1,498			1,183			63			540		
Per Lane Volume <sup>3</sup>	206	646	-	18	492	0	27	36	-	125	-	24
North-South Critical	EB LT + WB TH = 698			WB LT + EB TH = 664								
East-West Critical	NB LT + SB RT = 51			SB LT + NB TH = 161								
Maximum Critical Sum	698			+ 161			= 859					

Status? **OK**

#### PM Peak Hour

PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 26, 2018	320	866	21	31	1,267	276	33	5	11	179	7	301
Peak Season Volume	320	866	21	31	1,267	276	33	5	11	179	7	301
2025 Historic Growth	360	975	24	35	1,427	311	37	6	12	202	8	339
Major Project Traffic <sup>1</sup>	0	254	0	0	263	0	0	0	0	41	0	41
Major Project Traffic + 1% growth	343	1,182	23	33	1,621	296	35	5	12	233	8	364
% Project Traffic	-	30%	-	-	30%	10%	-	-	-	10%	-	-
Project Traffic Direction	-	IN	-	-	OUT	OUT	-	-	-	IN	-	-
Project Traffic	-	19	-	-	12	4	-	-	-	6	-	-
2025 Total Traffic <sup>2</sup>	360	1,201	24	35	1,633	315	37	6	12	239	8	364

#### Critical Volume

No. of Lanes	1	2	-	1	2	1	1	1	-	2	-	1
Approach Volume	1,379			1,789			55			556		
Per Lane Volume <sup>3</sup>	360	510	0	35	817	146	37	18	-	109	-	0
North-South Critical	EB LT + WB TH = 1,080			WB LT + EB TH = 545								
East-West Critical	NB LT + SB RT = 37			SB LT + NB TH = 127								
Maximum Critical Sum	1,080			+ 127			= 1,207					

Status? **OK**

<sup>1</sup> Intersection Volume Development sheets from TPS seem not to be working at the time this analysis was prepared. In order to provide a conservative analysis, Link Sheets were used instead.

<sup>2</sup> Build out year traffic was estimated using the greater of the historical growth rate and committed development traffic+1% historical growth rate. Then, existing traffic and development traffic were added to the growth in the build-out year.

<sup>3</sup> Right-turn volume was adjusted based on the right turns on red and the overlapping left turns.

SIGNAL ID	E-W STREET	N-S STREET	DATE	TIME	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	TOTAL
35835	10th Ave N	Detroit St	8/28/2017	3:45 PM	0	34	5	52	0	54	2	78	0	67	1180	12	0	49	1441	25	2999
35870	10th Ave N	Dixie Hwy	12/3/2018	7:30 AM	0	165	430	18	0	69	591	125	0	162	153	93	0	0	370	19	2195
35870	10th Ave N	Dixie Hwy	12/3/2018	12:30 PM	0	170	317	17	0	38	352	102	0	167	192	122	0	0	181	12	1670
35870	10th Ave N	Dixie Hwy	12/3/2018	4:45 PM	0	217	510	32	0	65	556	121	0	206	285	102	0	0	242	15	2351
35870	10th Ave N	Dixie Hwy	5/17/2016	7:30 AM	0	291	485	16	0	63	413	145	0	141	182	227	0	1	357	22	2343
35870	10th Ave N	Dixie Hwy	5/17/2016	12:30 PM	0	278	476	20	0	39	430	196	0	203	168	226	0	3	182	20	2241
35870	10th Ave N	Dixie Hwy	5/17/2016	4:45 PM	0	314	516	26	0	64	613	167	0	222	244	267	0	3	251	20	2707
<b>35820</b>	<b>10th Ave N</b>	<b>Fl Mango Rd</b>	<b>11/26/2018</b>	<b>7:45 AM</b>	<b>0</b>	<b>24</b>	<b>11</b>	<b>21</b>	<b>0</b>	<b>203</b>	<b>7</b>	<b>250</b>	<b>0</b>	<b>183</b>	<b>1065</b>	<b>15</b>	<b>0</b>	<b>16</b>	<b>757</b>	<b>156</b>	<b>2708</b>
35820	10th Ave N	Fl Mango Rd	11/26/2018	11:00 AM	0	22	10	7	1	161	3	192	0	195	870	7	1	10	1032	120	2631
<b>35820</b>	<b>10th Ave N</b>	<b>Fl Mango Rd</b>	<b>11/26/2018</b>	<b>4:45 PM</b>	<b>0</b>	<b>33</b>	<b>5</b>	<b>11</b>	<b>0</b>	<b>179</b>	<b>7</b>	<b>301</b>	<b>0</b>	<b>320</b>	<b>866</b>	<b>21</b>	<b>0</b>	<b>31</b>	<b>1267</b>	<b>276</b>	<b>3317</b>
35820	10th Ave N	Fl Mango Rd	3/24/2015	7:30 AM	0	19	10	57	0	336	4	170	0	126	1220	12	0	22	911	151	3038
35820	10th Ave N	Fl Mango Rd	12/17/2015	7:30 AM	0	28	9	41	0	306	1	230	0	167	1458	33	0	16	848	144	3281
35820	10th Ave N	Fl Mango Rd	12/17/2015	12:30 PM	0	5	8	18	0	210	3	224	0	273	884	12	0	13	1029	165	2844
35820	10th Ave N	Fl Mango Rd	3/24/2015	4:45 PM	0	16	16	28	0	184	9	149	0	240	901	32	0	14	1314	192	3095
35820	10th Ave N	Fl Mango Rd	12/17/2015	4:45 PM	0	21	8	23	0	228	10	258	0	232	1164	25	2	36	1255	267	3529
35720	10th Ave N	Haverhill Rd	12/4/2017	7:00 AM	0	96	806	80	0	199	519	220	1	420	816	103	0	120	417	206	4003
35720	10th Ave N	Haverhill Rd	12/4/2017	2:15 PM	0	80	571	76	0	171	391	186	0	172	517	36	8	109	466	221	3004
35720	10th Ave N	Haverhill Rd	12/4/2017	4:45 PM	0	136	698	26	0	181	515	260	0	223	661	57	0	98	732	225	3812
35850	10th Ave N	I 95 East	7/24/2018	7:15 AM	0	461	0	207	0	0	0	0	0	733	829	0	0	0	529	492	3251
35850	10th Ave N	I 95 East	7/24/2018	12:00 PM	0	452	0	235	0	0	0	0	0	601	753	0	0	0	535	285	2861
35850	10th Ave N	I 95 East	7/24/2018	4:30 PM	0	549	0	403	0	0	0	0	0	694	1237	0	0	0	666	433	3982
35850	10th Ave N	I 95 East	11/29/2017	7:15 AM	0	514	0	242	0	0	0	0	0	921	1069	0	0	0	760	693	4199
35850	10th Ave N	I 95 East	11/29/2017	12:00 PM	0	522	0	255	0	0	0	0	0	850	1006	0	0	0	570	334	3537
35850	10th Ave N	I 95 East	11/29/2017	4:30 PM	0	614	0	615	0	0	0	0	0	826	1392	0	0	0	626	532	4605
35850	10th Ave N	I 95 East	3/25/2015	7:30 AM	0	602	0	239	0	0	0	0	0	602	810	0	0	0	773	628	3654
35850	10th Ave N	I 95 East	12/14/2015	7:30 AM	0	585	0	260	0	0	0	0	0	604	809	0	0	0	769	600	3627
35850	10th Ave N	I 95 East	12/14/2015	12:30 PM	0	568	0	237	0	0	0	0	0	467	814	0	0	0	605	337	3028
35850	10th Ave N	I 95 East	3/25/2015	4:45 PM	0	598	0	401	0	0	0	0	0	590	979	0	0	0	972	397	3937
35850	10th Ave N	I 95 East	12/14/2015	4:45 PM	0	631	0	452	0	0	0	0	0	596	1005	0	0	0	909	435	4028
35850	10th Ave N	I 95 West	7/24/2018	7:15 AM	0	0	0	0	0	403	0	557	0	0	805	546	0	461	582	0	3354
35850	10th Ave N	I 95 West	7/24/2018	12:00 PM	0	0	0	0	0	295	0	493	0	0	579	299	0	224	778	0	2668
35850	10th Ave N	I 95 West	7/24/2018	4:30 PM	0	0	0	0	0	514	0	506	0	0	972	389	0	289	1023	0	3693
35850	10th Ave N	I 95 West	11/29/2017	7:15 AM	0	0	0	0	0	446	0	760	0	0	921	495	0	348	966	0	3936
35850	10th Ave N	I 95 West	11/29/2017	12:00 PM	0	0	0	0	0	345	0	432	0	0	852	415	0	254	1238	0	3536
35850	10th Ave N	I 95 West	11/29/2017	4:30 PM	0	0	0	0	0	649	0	620	0	0	978	523	0	324	1686	0	4780
35850	10th Ave N	I 95 West	3/25/2015	7:30 AM	0	0	0	0	0	432	0	562	0	0	1022	689	0	365	1042	0	4112



Input Data

ROAD NAME: Florida Mango Rd      STATION: 4212  
 CURRENT YEAR: 2019      FROM: 10th Ave  
 ANALYSIS YEAR: 2025      TO: Midpoint  
 GROWTH RATE: 1.84%      COUNT DATE: 3/26/2019  
 PSF: 1

Report Created  
 11/14/2020

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1005	645	369	1020	434	595
Peak Volume	1005	645	369	1020	434	595
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1005	645	369	1020	434	595

Committed Developments							Type	% Complete
Circus Trix	0	0	0	2	1	1	NR	25%
Lake Worth Corners	3	1	2	6	4	3	Res	0%
Lake Worth Middle School	4	2	2	1	1	1	NR	77.20%
Walmart-Palm Springs	1	1	1	6	3	3	NR	75%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	2	1	1	2	1	1	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Waterville	0	0	0	0	0	0	Res	100%
WAWA - Forest Hill & Congress	0	0	0	0	0	0	NR	100%
2773 Public Charter School	11	6	5	2	1	1	NR	75%
Akal Property	13	9	5	16	6	9	Res	0%
<del>Golden Roads Apartments</del>	0	0	0	0	0	0	Res	0%
Waterside Plaza	9	4	5	30	15	15	NR	75%
RaceTrac Market	48	23	25	105	54	51	NR	25%
Total Committed Developments	91	47	46	170	86	85		
Total Committed Residential	16	10	7	22	10	12		
Total Committed Non-Residential	75	37	39	148	76	73		
Double Count Reduction	4	3	2	6	3	3		
Total Discounted Committed Developments	87	44	44	164	83	82		
Historical Growth	116	75	43	118	50	69		
Comm Dev+1% Growth	149	84	67	227	110	119		
Growth Volume Used	149	84	67	227	110	119		
Total Volume	1154	729	436	1247	544	714		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
	Input Data							
	ROAD NAME: 10th Ave N			STATION: 4203			Report Created	
	CURRENT YEAR: 2019			FROM: Midpoint			11/14/2020	
	ANALYSIS YEAR: 2025			TO: Florida Mango Rd				
	GROWTH RATE: -0.60%			COUNT DATE: 3/13/2019				
				PSF: 1				

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments Type % Complete

Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Buena Vista Commerce Park	2	0	2	2	2	0	NR	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	8	7	1	10	3	7	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	3	1	4	1	2	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	24	11	13	20	10	10	NR	0%
Akal Property	40	14	26	47	28	19	Res	0%
<del>Golden Roads Apartments</del>	0	0	0	0	0	0	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	12	6	5	37	18	19	NR	75%
RaceTrac Market	73	38	35	157	77	80	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
Total Committed Developments	272	133	138	518	264	253		
Total Committed Residential	60	26	33	78	41	35		
Total Committed Non-Residential	212	107	105	440	223	218		
Double Count Reduction	15	7	8	20	10	9		

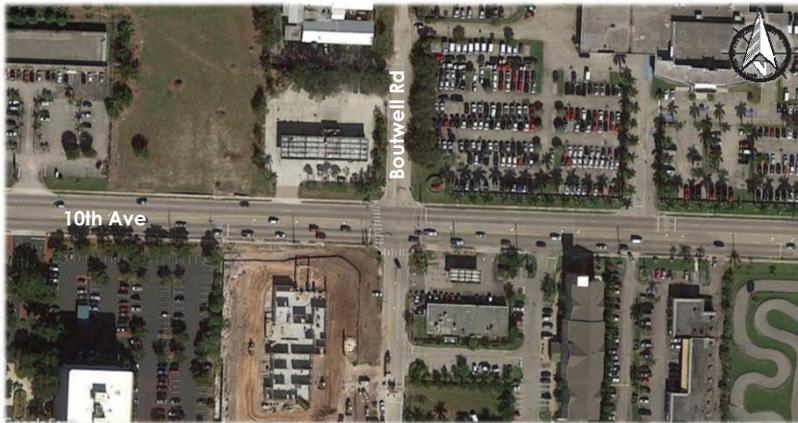
Total Discounted Committed Developments 257 **126** 130 498 **254** 244

Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	442	228	216	693	352	341		
Growth Volume Used	442	228	216	693	352	341		
Total Volume	3447	1889	1620	3864	1945	1919		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO



### Critical Movement Analysis



#### 10th Avenue & Boutwell Road Golden Road Apartments

##### Input Data

GR	=	1.71%
Peak Season	=	1.00
Traffic Count Year	=	2017
Buildout Year	=	2025
Years	=	8

AM Peak Hour		PM Peak Hour		235 Apartments
In	Out	In	Out	
22	63	63	40	

#### AM Peak Hour

AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 16, 2017	8	1,052	166	253	873	20	135	12	197	29	9	13
Peak Season Volume	8	1,052	166	253	873	20	135	12	197	29	9	13
2025 Historic Growth	9	1,205	190	290	1,000	23	155	14	226	33	10	15
Major Project Traffic <sup>1</sup>	0	129	0	0	85	0	27	0	27	0	0	0
Major Project Traffic + 1% growth	9	1,268	180	274	1,030	22	173	13	240	31	10	14
% Project Traffic	-	55%	5%	-	55%	-	5%	-	-	-	-	-
Project Traffic Direction	-	OUT	OUT	-	IN	-	IN	-	-	-	-	-
Project Traffic	-	35	3	-	12	-	1	-	-	-	-	-
2025 Total Traffic <sup>2</sup>	9	1,303	193	290	1,042	23	174	14	240	33	10	15

#### Critical Volume

No. of Lanes	1	2	-	1	2	-	1	1	-	1	1	-
Approach Volume	1,442			1,325			396			58		
Per Lane Volume <sup>3</sup>	9	717	-	290	518	-	-	396	-	33	25	-
North-South Critical	EB LT + WB TH = 527			WB LT + EB TH = 1,007								
East-West Critical	NB LT + SB RT = 25			SB LT + NB TH = 429								
Maximum Critical Sum	1,007 + 429 = 1,436											

Status? **HCS LOS = C**

#### PM Peak Hour

PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 16, 2017	8	834	188	206	1,272	13	166	11	163	28	29	20
Peak Season Volume	8	834	188	206	1,272	13	166	11	163	28	29	20
2025 Historic Growth	9	955	215	236	1,457	15	190	13	187	32	33	23
Major Project Traffic <sup>1</sup>	0	285	0	0	157	0	32	0	31	0	0	0
Major Project Traffic + 1% growth	9	1,188	204	223	1,534	14	212	12	208	30	31	22
% Project Traffic	-	55%	5%	-	55%	-	5%	-	-	-	-	-
Project Traffic Direction	-	OUT	OUT	-	IN	-	IN	-	-	-	-	-
Project Traffic	-	22	2	-	35	-	3	-	-	-	-	-
2025 Total Traffic <sup>2</sup>	9	1,210	217	236	1,569	15	215	13	208	32	33	23

#### Critical Volume

No. of Lanes	1	2	-	1	2	1	-	1	-	1	-	0
Approach Volume	1,436			1,820			436			88		
Per Lane Volume <sup>3</sup>	9	714	-	236	792	-	-	436	-	32	56	-
North-South Critical	EB LT + WB TH = 801			WB LT + EB TH = 950								
East-West Critical	NB LT + SB TH = 56			SB LT + NB TH = 468								
Maximum Critical Sum	950 + 468 = 1,418											

Status? **HCS LOS = B**

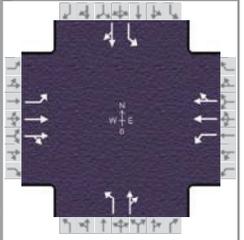
<sup>1</sup> Intersection Volume Development sheets from TPS seem not to be working at the time this analysis was prepared. In order to provide a conservative analysis, Link Sheets were used instead.

<sup>2</sup> Build out year traffic was estimated using the greater of the historical growth rate and committed development traffic+1% historical growth rate. Then, existing traffic and development traffic were added to the growth in the build-out year.

<sup>3</sup> Right-turn volume was adjusted based on the right turns on red and the overlapping left turns

## HCS7 Signalized Intersection Input Data

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	AM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	AM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

Signal Information				EB				WB				NB				SB						
Cycle, s	160.0	Reference Phase	2	Green	92.4	15.9	32.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Offset, s	0	Reference Point	End	Yellow	4.5	4.5	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Force Mode	Fixed	Simult. Gap N/S	On																			

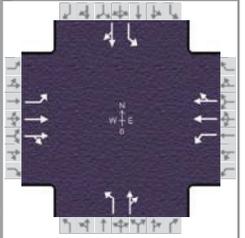
Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15
Initial Queue (Q <sub>b</sub> ), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s <sub>0</sub> ), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N <sub>m</sub> ), man/h		None			None			None			None	
Heavy Vehicles (P <sub>HV</sub> ), %	0	0		0	0		0	0		0	0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N <sub>b</sub> ), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)	3	4	3	3	4	3	3	3	3	3	3	3
Upstream Filtering (I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0		0	0		0	0		0	0	
Grade (P <sub>g</sub> ), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G <sub>max</sub> ) or Phase Split, s		85.0	25.0	110.0		50.0		50.0
Yellow Change Interval (Y), s		4.5	4.5	4.5		4.0		4.0
Red Clearance Interval (R <sub>c</sub> ), s		2.0	2.0	2.0		2.0		2.0
Minimum Green (G <sub>min</sub> ), s		20	4	20		6		6
Start-Up Lost Time (lt), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s		2.0	2.0	2.0		2.0		2.0
Recall Mode		Min	Off	Min		Off		Off
Dual Entry		Yes	No	Yes		Yes		Yes
Walk (Walk), s		10.0		7.0		7.0		10.0
Pedestrian Clearance Time (PC), s		14.0		16.0		20.0		22.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0	No	25									
Walkway / Crosswalk Width / Length, ft	9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0
Street Width / Island / Curb	0	0	No									
Width Outside / Bike Lane / Shoulder, ft	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0
Pedestrian Signal / Occupied Parking	No	0.50										

# HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	AM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	AM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand ( v ), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

Signal Information				EB				WB				NB				SB			
Cycle, s	160.0	Reference Phase	2	Green	92.4	15.9	32.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Offset, s	0	Reference Point	End	Yellow	4.5	4.5	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Force Mode	Fixed	Simult. Gap N/S	On																

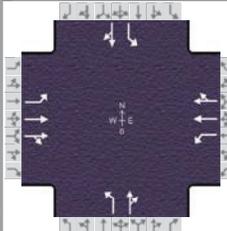
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		8
Case Number		6.4	1.0	4.0		6.0		6.0
Phase Duration, s		98.9	22.4	121.3		38.7		38.7
Change Period, ( Y+R <sub>c</sub> ), s		6.5	6.5	6.5		6.0		6.0
Max Allow Headway ( MAH ), s		0.0	3.1	0.0		3.3		3.3
Queue Clearance Time ( g <sub>s</sub> ), s			15.7			27.1		31.8
Green Extension Time ( g <sub>e</sub> ), s		0.0	0.1	0.0		1.0		0.9
Phase Call Probability			1.00			1.00		1.00
Max Out Probability			1.00			0.00		0.01

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate ( v ), veh/h	9	799	776	305	563	558	183	267		35	26	
Adjusted Saturation Flow Rate ( s ), veh/h/ln	510	1900	1815	1810	1900	1885	1406	1624		1130	1715	
Queue Service Time ( g <sub>s</sub> ), s	1.4	35.2	41.1	13.7	3.4	4.2	19.3	25.1		4.8	2.0	
Cycle Queue Clearance Time ( g <sub>c</sub> ), s	5.8	35.2	41.1	13.7	3.4	4.2	21.2	25.1		29.8	2.0	
Green Ratio ( g/C )	0.58	0.58	0.58	0.66	0.72	0.72	0.20	0.20		0.20	0.20	
Capacity ( c ), veh/h	325	1097	1047	326	1363	1352	316	332		100	351	
Volume-to-Capacity Ratio ( X )	0.029	0.728	0.741	0.937	0.413	0.413	0.579	0.805		0.347	0.075	
Back of Queue ( Q ), ft/ln ( 95 th percentile)	8	452.7	553.7	541.4	54.4	63.8	282	405.5		64.1	38.9	
Back of Queue ( Q ), veh/ln ( 95 th percentile)	0.3	18.1	22.1	21.7	2.2	2.6	11.3	16.2		2.6	1.6	
Queue Storage Ratio ( RQ ) ( 95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Uniform Delay ( d <sub>1</sub> ), s/veh	16.6	11.8	15.3	59.7	1.1	1.3	59.9	60.6		74.7	51.4	
Incremental Delay ( d <sub>2</sub> ), s/veh	0.2	4.2	4.7	33.3	0.9	0.9	0.6	5.5		0.8	0.0	
Initial Queue Delay ( d <sub>3</sub> ), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay ( d ), s/veh	16.7	16.1	20.0	93.1	2.0	2.3	60.6	66.1		75.5	51.4	
Level of Service ( LOS )	B	B	B	F	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	18.0	B		21.6	C		63.9	E		65.1	E	
Intersection Delay, s/veh / LOS	26.1						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.96	B	1.87	B	2.31	B	2.31	B
Bicycle LOS Score / LOS	1.79	B	1.66	B	1.23	A	0.59	A

## HCS7 Signalized Intersection Intermediate Values

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	AM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd	File Name	AM_2025_10th Ave and Boutwell.xus				
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand ( v ), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

Signal Information				Signal Phases									
Cycle, s	160.0	Reference Phase	2										
Offset, s	0	Reference Point	End	Green	92.4	15.9	32.7	0.0	0.0	0.0			
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	0.0	0.0	0.0			

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor ( $f_w$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles and Grade Factor ( $f_{HVg}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Parking Activity Adjustment Factor ( $f_p$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor ( $f_{bb}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor ( $f_a$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Lane Utilization Adjustment Factor ( $f_{LU}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor ( $f_{LT}$ )	0.269	0.000		0.952	0.000		0.740	0.000		0.595	0.000	
Right-Turn Adjustment Factor ( $f_{RT}$ )		0.955	0.955		0.992	0.992		0.855	0.855		0.903	0.903
Left-Turn Pedestrian Adjustment Factor ( $f_{LPB}$ )	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor ( $f_{RPB}$ )			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor ( $f_{wz}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
DDI Factor ( $f_{DDI}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Movement Saturation Flow Rate (s), veh/h	510	3240	475	1810	3704	82	1406	90	1534	1130	686	1029
Proportion of Vehicles Arriving on Green (P)	0.58	0.77	0.58	0.10	0.96	0.72	0.20	0.20	0.20	0.20	0.20	0.20
Incremental Delay Factor (k)	0.50	0.50	0.50	0.44	0.50	0.50	0.04	0.13		0.04	0.04	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time ( $t_L$ )		6.5	6.5	6.5		6.0		6.0
Green Ratio ( $g/C$ )		0.58	0.66	0.72		0.20		0.20
Permitted Saturation Flow Rate ( $s_p$ ), veh/h/ln		510	331	0		1406		1130
Shared Saturation Flow Rate ( $s_{sh}$ ), veh/h/ln								
Permitted Effective Green Time ( $g_p$ ), s		92.4	90.4	0.0		32.7		32.7
Permitted Service Time ( $g_u$ ), s		87.9	48.8	0.0		30.9		7.8
Permitted Queue Service Time ( $g_{ps}$ ), s		1.4	48.8			19.3		4.8
Time to First Blockage ( $g_t$ ), s		0.0	0.0	0.0		0.0		0.0
Queue Service Time Before Blockage ( $g_{ts}$ ), s								
Protected Right Saturation Flow ( $s_R$ ), veh/h/ln								
Protected Right Effective Green Time ( $g_R$ ), s								

Multimodal	EB			WB			NB			SB		
Pedestrian $F_w / F_v$	1.198	0.000		1.198	0.000		1.557	0.000		1.557	0.000	
Pedestrian $F_s / F_{delay}$	0.000	0.167		0.000	0.074		0.000	0.157		0.000	0.157	
Pedestrian $M_{corner} / M_{cw}$												
Bicycle $c_b / d_b$	198.36	64.92		1434.87	6.39		408.88	50.63		408.88	50.63	
Bicycle $F_w / F_v$	-3.64	1.31		-3.64	1.18		-3.64	0.74		-3.64	0.10	

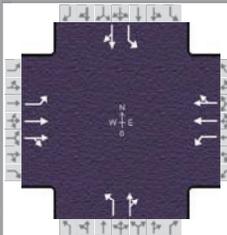
# HCS7 Signalized Intersection Results Graphical Summary

## General Information

Agency	PBC
Analyst	JFO
Jurisdiction	PBC
Urban Street	10th Avenue
Intersection	10th Ave & Boutwell Rd
Project Description	Golden Road Apartments

## Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.95
Analysis Period	1 > 7:00
File Name	AM_2025_10th Ave and Boutwell.xus



## Demand Information

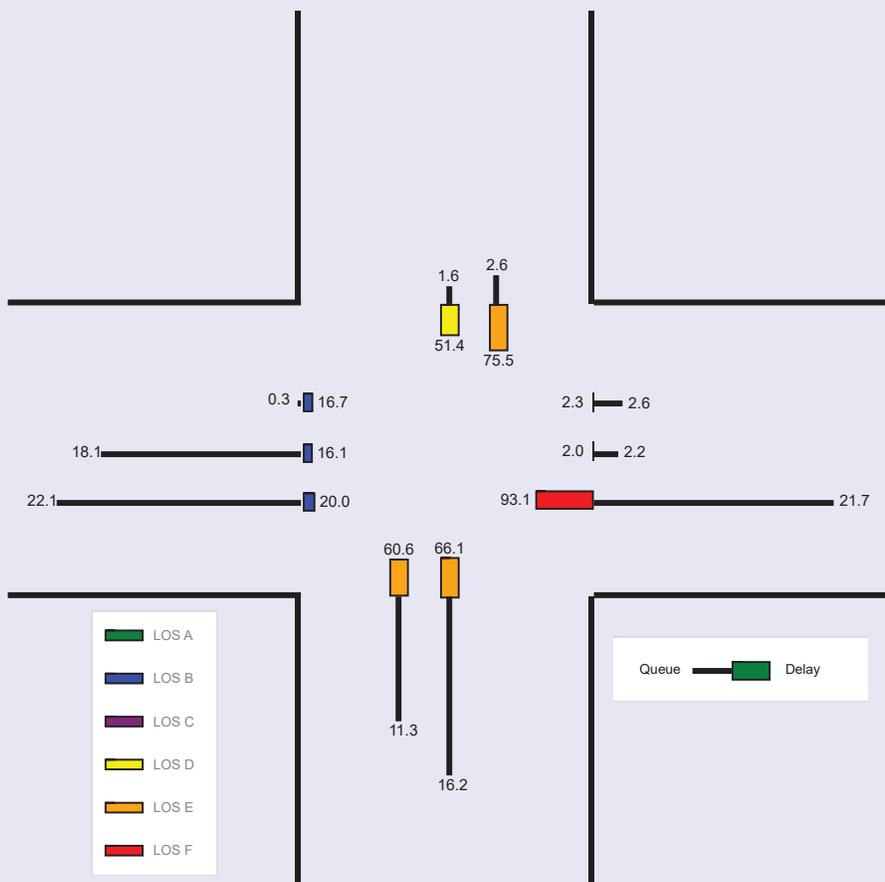
Approach Movement	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Demand ( v ), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

## Signal Information

Cycle, s	160.0	Reference Phase	2	[Diagram: EB, WB, NB, SB]				[Diagram: Signal Phases 1-8]					
Offset, s	0	Reference Point	End	Green	92.4	15.9	32.7	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		

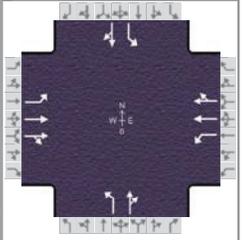
## Movement Group Results

Approach Movement	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue ( Q ), ft/ln ( 95 th percentile)	8	452.7	553.7	541.4	54.4	63.8	282	405.5		64.1	38.9	
Back of Queue ( Q ), veh/ln ( 95 th percentile)	0.3	18.1	22.1	21.7	2.2	2.6	11.3	16.2		2.6	1.6	
Queue Storage Ratio ( RQ ) ( 95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Control Delay ( d ), s/veh	16.7	16.1	20.0	93.1	2.0	2.3	60.6	66.1		75.5	51.4	
Level of Service ( LOS)	B	B	B	F	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	18.0	B		21.6	C		63.9	E		65.1	E	
Intersection Delay, s/veh / LOS	26.1						C					



## HCS7 Signalized Intersection Input Data

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	PM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	PM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

Signal Information				EB				WB				NB				SB			
Cycle, s	160.0	Reference Phase	2	Green	99.9	7.7	33.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Offset, s	0	Reference Point	End	Yellow	4.5	4.5	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Force Mode	Fixed	Simult. Gap N/S	On																

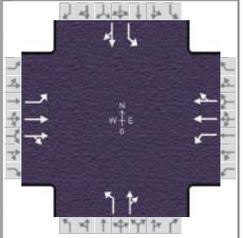
Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23
Initial Queue (Q <sub>b</sub> ), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s <sub>0</sub> ), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N <sub>m</sub> ), man/h		None			None			None			None	
Heavy Vehicles (P <sub>HV</sub> ), %	0	0	0	0	0	0	0	0	0	0	0	0
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N <sub>b</sub> ), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)	3	4	3	3	4	3	3	3	3	3	3	3
Upstream Filtering (I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0		0	0		0	0		0	0	
Grade (P <sub>g</sub> ), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G <sub>max</sub> ) or Phase Split, s		80.0	30.0	110.0		50.0		50.0
Yellow Change Interval (Y), s		4.5	4.5	4.5		4.0		4.0
Red Clearance Interval (R <sub>c</sub> ), s		2.0	2.0	2.0		2.0		2.0
Minimum Green (G <sub>min</sub> ), s		20	4	20		6		6
Start-Up Lost Time (l <sub>t</sub> ), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s		2.0	2.0	2.0		2.0		2.0
Recall Mode		Min	Off	Min		Off		Off
Dual Entry		Yes	No	Yes		Yes		Yes
Walk (Walk), s		10.0		7.0		7.0		10.0
Pedestrian Clearance Time (PC), s		14.0		16.0		20.0		22.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0	No	25									
Walkway / Crosswalk Width / Length, ft	9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0
Street Width / Island / Curb	0	0	No									
Width Outside / Bike Lane / Shoulder, ft	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0
Pedestrian Signal / Occupied Parking	No	0.50										

## HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	PM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	PM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand ( $v$ ), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

Signal Information												
Cycle, s	160.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On									
Force Mode	Fixed	Simult. Gap N/S	On									
		Green	99.9	7.7	33.3	0.0	0.0	0.0				
		Yellow	4.5	4.5	4.0	0.0	0.0	0.0				
		Red	2.0	2.0	2.0	0.0	0.0	0.0				

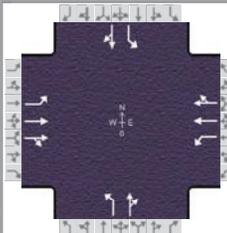
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		8
Case Number		6.4	1.0	4.0		6.0		6.0
Phase Duration, s		106.4	14.2	120.7		39.3		39.3
Change Period, ( $Y+R_c$ ), s		6.5	6.5	6.5		6.0		6.0
Max Allow Headway ( $MAH$ ), s		0.0	3.1	0.0		3.3		3.3
Queue Clearance Time ( $g_s$ ), s			6.6			32.3		27.5
Green Extension Time ( $g_e$ ), s		0.0	0.8	0.0		1.0		1.1
Phase Call Probability			1.00			1.00		1.00
Max Out Probability			1.00			0.01		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate ( $v$ ), veh/h	9	766	737	248	834	833	226	233		34	59	
Adjusted Saturation Flow Rate ( $s$ ), veh/h/ln	302	1900	1800	1810	1900	1894	1365	1625		1166	1769	
Queue Service Time ( $g_s$ ), s	2.3	23.6	30.8	4.6	8.2	9.0	26.0	21.2		4.4	4.4	
Cycle Queue Clearance Time ( $g_c$ ), s	11.8	23.6	30.8	4.6	8.2	9.0	30.3	21.2		25.5	4.4	
Green Ratio ( $g/C$ )	0.62	0.62	0.62	0.66	0.71	0.71	0.21	0.21		0.21	0.21	
Capacity ( $c$ ), veh/h	215	1184	1121	281	1356	1351	293	338		134	368	
Volume-to-Capacity Ratio ( $X$ )	0.044	0.647	0.657	0.884	0.615	0.616	0.773	0.687		0.251	0.160	
Back of Queue ( $Q$ ), ft/ln ( 95 th percentile)	8.2	271.2	401.2	438.7	101.7	108.4	361.5	342.9		59.8	88.3	
Back of Queue ( $Q$ ), veh/ln ( 95 th percentile)	0.3	10.8	16.0	17.5	4.1	4.3	14.5	13.7		2.4	3.5	
Queue Storage Ratio ( $RQ$ ) ( 95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Uniform Delay ( $d_1$ ), s/veh	15.7	7.1	10.6	53.4	1.3	1.5	64.3	58.5		70.3	51.9	
Incremental Delay ( $d_2$ ), s/veh	0.4	2.7	3.0	25.3	2.1	2.1	4.9	1.4		0.4	0.1	
Initial Queue Delay ( $d_3$ ), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay ( $d$ ), s/veh	16.1	9.8	13.7	78.7	3.4	3.6	69.2	59.9		70.6	51.9	
Level of Service (LOS)	B	A	B	E	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	11.7		B	13.2		B	64.5		E	58.7		E
Intersection Delay, s/veh / LOS	19.6						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.97	B	1.87	B	2.31	B	2.31	B
Bicycle LOS Score / LOS	1.73	B	2.07	B	1.24	A	0.64	A

## HCS7 Signalized Intersection Intermediate Values

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	PM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	PM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand ( v ), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

Signal Information													
Cycle, s	160.0	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	No	Simult. Gap E/W	On	Green	99.9	7.7	33.3	0.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0			
				Red	2.0	2.0	2.0	0.0	0.0	0.0			

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor ( $f_w$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles and Grade Factor ( $f_{HVg}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Parking Activity Adjustment Factor ( $f_p$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor ( $f_{bb}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor ( $f_a$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Lane Utilization Adjustment Factor ( $f_{LU}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor ( $f_{LT}$ )	0.159	0.000		0.952	0.000		0.719	0.000		0.614	0.000	
Right-Turn Adjustment Factor ( $f_{RT}$ )		0.947	0.947		0.997	0.997		0.855	0.855		0.931	0.931
Left-Turn Pedestrian Adjustment Factor ( $f_{Lpb}$ )	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor ( $f_{Rpb}$ )			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor ( $f_{wz}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
DDI Factor ( $f_{DDI}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Movement Saturation Flow Rate (s), veh/h	302	3141	558	1810	3758	36	1365	96	1529	1166	1043	727
Proportion of Vehicles Arriving on Green (P)	0.62	0.83	0.62	0.05	0.95	0.71	0.21	0.21	0.21	0.21	0.21	0.21
Incremental Delay Factor (k)	0.50	0.50	0.50	0.38	0.50	0.50	0.12	0.06		0.04	0.04	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time ( $t_L$ )		6.5	6.5	6.5		6.0		6.0
Green Ratio ( $g/C$ )		0.62	0.66	0.71		0.21		0.21
Permitted Saturation Flow Rate ( $s_p$ ), veh/h/ln		302	355	0		1365		1166
Shared Saturation Flow Rate ( $s_{sh}$ ), veh/h/ln								
Permitted Effective Green Time ( $g_p$ ), s		99.7	97.7	0.0		33.3		33.3
Permitted Service Time ( $g_u$ ), s		90.1	65.7	0.0		29.0		12.2
Permitted Queue Service Time ( $g_{ps}$ ), s		2.3	65.7			26.0		4.4
Time to First Blockage ( $g_t$ ), s		0.0	0.0	0.0		0.0		0.0
Queue Service Time Before Blockage ( $g_{ts}$ ), s								
Protected Right Saturation Flow ( $s_R$ ), veh/h/ln								
Protected Right Effective Green Time ( $g_R$ ), s								

Multimodal	EB			WB			NB			SB		
Pedestrian $F_w / F_v$	1.198	0.000		1.198	0.000		1.557	0.000		1.557	0.000	
Pedestrian $F_s / F_{delay}$	0.000	0.172		0.000	0.075		0.000	0.157		0.000	0.157	
Pedestrian $M_{corner} / M_{cw}$												
Bicycle $c_b / d_b$	96.67	72.45		1427.29	6.56		416.46	50.15		416.46	50.15	
Bicycle $F_w / F_v$	-3.64	1.25		-3.64	1.58		-3.64	0.76		-3.64	0.15	

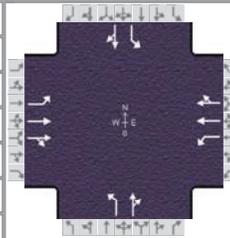
# HCS7 Signalized Intersection Results Graphical Summary

## General Information

Agency	PBC
Analyst	JFO
Jurisdiction	PBC
Urban Street	10th Avenue
Intersection	10th Ave & Boutwell Rd
Project Description	Golden Road Apartments

## Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.95
Analysis Period	1 > 7:00
File Name	PM_2025_10th Ave and Boutwell.xus



## Demand Information

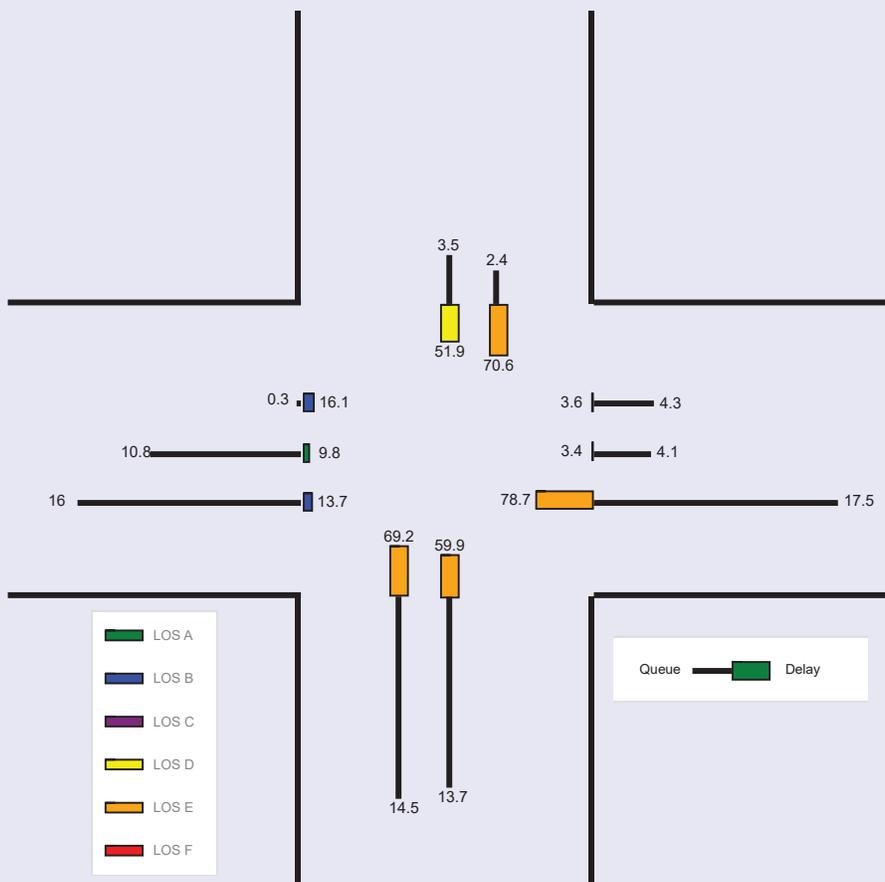
Approach Movement	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Demand ( v ), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

## Signal Information

Cycle, s	160.0	Reference Phase	2											
Offset, s	0	Reference Point	End	Green	99.9	7.7	33.3	0.0	0.0	0.0				
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0				
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	0.0	0.0	0.0				

## Movement Group Results

Approach Movement	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue ( Q ), ft/ln ( 95 th percentile)	8.2	271.2	401.2	438.7	101.7	108.4	361.5	342.9		59.8	88.3	
Back of Queue ( Q ), veh/ln ( 95 th percentile)	0.3	10.8	16.0	17.5	4.1	4.3	14.5	13.7		2.4	3.5	
Queue Storage Ratio ( RQ ) ( 95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Control Delay ( d ), s/veh	16.1	9.8	13.7	78.7	3.4	3.6	69.2	59.9		70.6	51.9	
Level of Service ( LOS)	B	A	B	E	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	11.7	B		13.2	B		64.5	E		58.7	E	
Intersection Delay, s/veh / LOS	19.6						B					





# PBC Traffic Division - Hand Turning Movement Counts

## Signalized Intersection Turning Movement Counts: Jan 2015 - Mar 12, 2020

SIGNAL ID	E-W STREET	N-S STREET	DATE	TIME	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	TOTAL
35860	10th Ave N	A St	7/23/2018	7:15 AM	0	117	27	10	0	2	28	224	0	89	679	106	0	10	860	7	2159
35860	10th Ave N	A St	7/23/2018	12:00 PM	0	132	32	13	0	5	23	94	0	74	735	71	0	19	752	7	1957
35860	10th Ave N	A St	7/24/2018	4:30 PM	0	121	106	9	0	13	43	141	0	110	1302	85	0	28	797	19	2774
35860	10th Ave N	A St	12/14/2015	7:30 AM	0	154	29	15	0	5	24	246	0	101	742	146	0	18	999	9	2488
35860	10th Ave N	A St	12/14/2015	12:30 PM	0	81	23	16	0	11	27	107	0	100	737	64	0	12	770	11	1959
35860	10th Ave N	A St	12/14/2015	4:45 PM	0	155	40	25	0	6	36	162	1	181	1068	173	0	23	885	16	2771
35840	10th Ave N	Barnett Dr	7/25/2018	7:15 AM	0	83	12	247	0	40	12	33	0	21	960	92	2	310	1007	117	2936
35840	10th Ave N	Barnett Dr	7/25/2018	12:00 PM	0	122	8	206	0	48	1	29	0	23	944	137	3	198	1082	55	2856
35840	10th Ave N	Barnett Dr	7/25/2018	4:30 PM	0	153	7	327	0	125	19	54	0	24	1004	123	1	242	1347	39	3465
35840	10th Ave N	Barnett Dr	10/1/2015	7:45 AM	0	19	20	142	0	152	5	45	0	37	1140	53	0	158	1248	199	3218
35840	10th Ave N	Barnett Dr	10/1/2015	3:15 PM	0	47	15	109	0	225	13	75	0	43	1070	39	0	125	1401	115	3277
<b>35830</b>	<b>10th Ave N</b>	<b>Boutwell Rd</b>	<b>11/16/2017</b>	<b>7:15 AM</b>	<b>0</b>	<b>135</b>	<b>12</b>	<b>197</b>	<b>0</b>	<b>29</b>	<b>9</b>	<b>13</b>	<b>0</b>	<b>8</b>	<b>1052</b>	<b>166</b>	<b>1</b>	<b>252</b>	<b>873</b>	<b>20</b>	<b>2767</b>
35830	10th Ave N	Boutwell Rd	11/16/2017	12:00 PM	0	161	2	142	0	18	4	9	0	16	860	139	0	142	1022	13	2528
<b>35830</b>	<b>10th Ave N</b>	<b>Boutwell Rd</b>	<b>11/16/2017</b>	<b>4:45 PM</b>	<b>0</b>	<b>166</b>	<b>11</b>	<b>163</b>	<b>0</b>	<b>28</b>	<b>29</b>	<b>20</b>	<b>0</b>	<b>8</b>	<b>834</b>	<b>188</b>	<b>0</b>	<b>206</b>	<b>1272</b>	<b>13</b>	<b>2938</b>
35830	10th Ave N	Boutwell Rd	2/2/2015	7:30 AM	0	91	5	209	0	28	7	10	0	17	1302	133	0	179	979	17	2977
35830	10th Ave N	Boutwell Rd	2/2/2015	4:45 PM	0	153	9	171	0	38	19	21	0	14	1183	181	0	202	1416	22	3429
35810	10th Ave N	Congress Ave	11/29/2017	7:15 AM	3	138	1020	324	4	204	1130	119	14	440	641	294	1	393	390	245	5360
35810	10th Ave N	Congress Ave	11/29/2017	12:00 PM	23	202	852	364	15	248	806	108	5	241	602	209	9	460	595	244	4983
35810	10th Ave N	Congress Ave	11/29/2017	4:30 PM	18	258	1065	354	9	252	1115	251	30	243	620	226	3	446	913	318	6121
35810	10th Ave N	Congress Ave	3/25/2015	7:30 AM	7	107	744	288	1	269	1043	81	7	207	751	273	2	385	514	222	4901
35810	10th Ave N	Congress Ave	12/17/2015	7:30 AM	13	129	865	293	8	294	1124	103	8	249	790	202	8	474	618	258	5436
35810	10th Ave N	Congress Ave	12/17/2015	12:30 PM	26	148	704	220	17	274	834	132	4	181	748	194	10	473	693	210	4868
35810	10th Ave N	Congress Ave	3/25/2015	4:45 PM	13	228	971	422	13	231	1045	201	32	208	558	220	17	373	789	315	5636
35810	10th Ave N	Congress Ave	12/17/2015	4:45 PM	23	272	966	372	7	241	970	207	20	240	683	208	9	473	916	244	5851
35800	10th Ave N	Davis Rd	12/3/2018	7:30 AM	0	73	122	118	0	120	95	68	0	130	1015	62	0	43	602	65	2513
35800	10th Ave N	Davis Rd	12/3/2018	12:00 PM	0	30	26	49	0	67	20	29	0	74	802	19	0	51	885	37	2089
35800	10th Ave N	Davis Rd	12/3/2018	5:00 PM	2	75	78	79	0	69	64	67	0	66	1060	85	0	110	1306	94	3155
35800	10th Ave N	Davis Rd	5/17/2016	7:30 AM	0	67	112	120	0	74	92	110	0	84	1038	52	0	59	658	27	2493
35800	10th Ave N	Davis Rd	5/17/2016	12:00 PM	0	44	21	71	0	42	19	36	0	22	803	51	0	68	806	46	2029
35800	10th Ave N	Davis Rd	5/17/2016	5:00 PM	0	101	52	90	0	47	37	62	0	51	808	101	0	112	1162	66	2689
35835	10th Ave N	Detroit St	8/28/2017	7:30 AM	0	21	2	58	0	20	0	10	0	67	1405	9	0	56	1022	29	2699



Input Data

ROAD NAME: Boutwell Rd STATION: 4676  
 CURRENT YEAR: 2019 FROM: Midpoint  
 ANALYSIS YEAR: 2025 TO: 10th Ave N  
 GROWTH RATE: 0% COUNT DATE: 2/4/2019  
 PSF: 1

Report Created  
 11/14/2020

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	756	517	323	775	292	502
Peak Volume	756	517	323	775	292	502
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	756	517	323	775	292	502

Committed Developments							Type	% Complete
Lake Worth Corners	29	6	23	63	36	27	Res	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	29	16	13	8	4	4	NR	77.20%
Mid-County Center	1	0	1	1	1	0	NR	49%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	2	1	1	2	1	1	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
The Villages II at Lake Osborne	3	2	1	3	1	2	Res	70%
Village of Valor East	19	15	4	22	8	14	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	9	8	2	10	3	7	Res	0%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Akal Property	13	9	5	16	6	9	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	2	1	1	7	4	4	NR	75%
Total Committed Developments	107	58	51	133	65	68		
Total Committed Residential	73	40	35	114	54	59		
Total Committed Non-Residential	34	18	16	19	11	9		
Double Count Reduction	7	4	3	4	2	2		
Total Discounted Committed Developments	100	54	48	129	63	66		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	147	86	68	177	81	97		
Growth Volume Used	147	86	68	177	81	97		
Total Volume	903	603	391	952	373	599		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES



Input Data

ROAD NAME: 10th Ave N STATION: 4203  
 CURRENT YEAR: 2019 FROM: Boutwell Rd  
 ANALYSIS YEAR: 2025 TO: Midpoint  
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019  
 PSF: 1

Report Created  
 11/14/2020

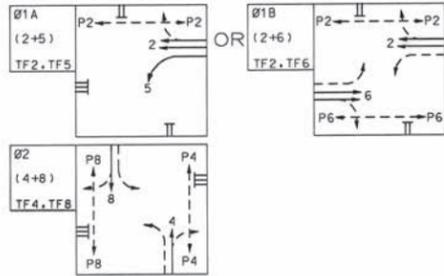
Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	29	16	13	8	4	4	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	16	13	3	19	7	12	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	8	1	7	8	6	3	Res	0%
Akal Property	67	44	23	79	32	47	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	14	7	8	45	23	22	NR	75%
Total Committed Developments	199	106	94	343	168	176		
Total Committed Residential	111	62	49	148	69	80		
Total Committed Non-Residential	88	44	45	195	99	96		
Double Count Reduction	18	9	9	37	17	19		
Total Discounted Committed Developments	181	97	85	306	151	157		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	366	199	171	501	249	254		
Growth Volume Used	366	199	171	501	249	254		
Total Volume	3371	1860	1575	3672	1842	1832		

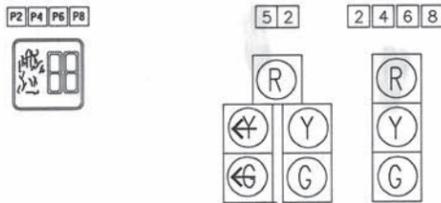
Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	YES	YES	YES	NO	YES	YES

ASSOCIATED PHASE MOVEMENTS

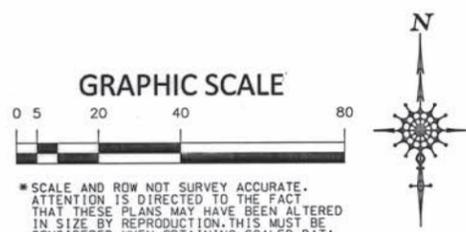
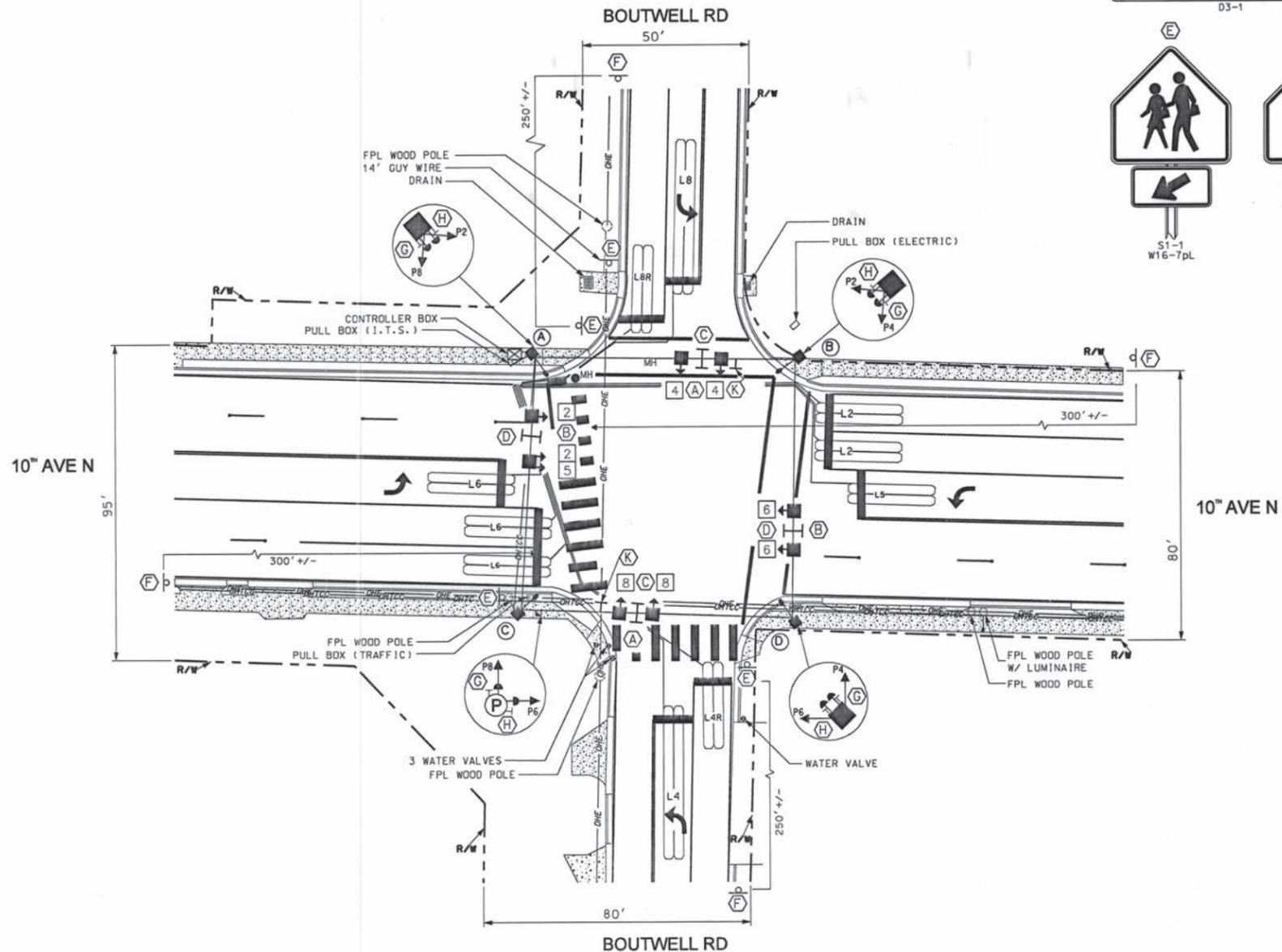
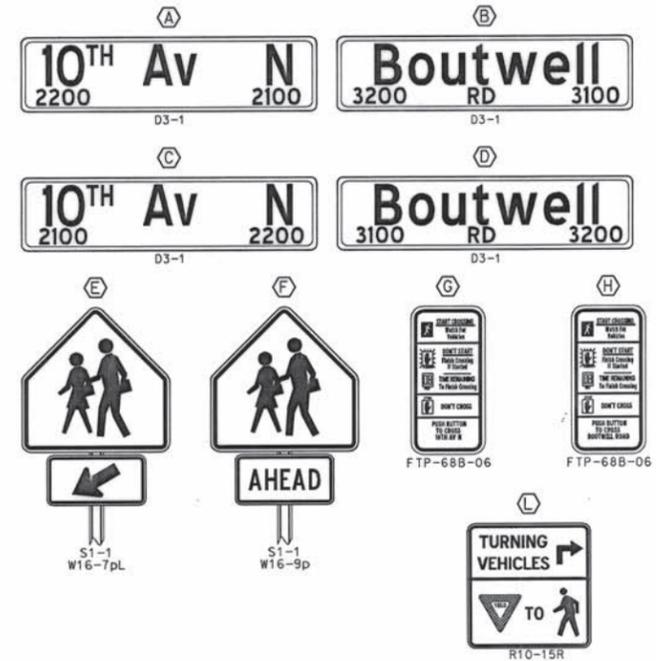


- NOTES: 1. LUMINAIRE LOCATIONS: NE, NW, SE, SW (PBC)
2. FLASHING OPERATION: YELLOW --- 2 AND 6 RED - - - - - 4 AND 8
3. SPEED LIMITS: 10TH AV N - 40 MPH BOUTWELL RD - 35 MPH

DETAIL OF SIGNAL HEADS



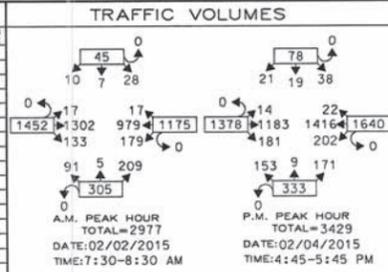
DETAIL OF SIGNS



\*\* EXISTING PBC POLES

POLE I.D.	POLE TABULATION				LOOP DETECTOR CONNECTION										
	UPPER TIE-INTO TOP OF POLE	LOWER TIE-INTO TOP OF POLE	SPAN	POLE LENGTH	UPPER TIE-INTO GROUND LEVEL	LOWER TIE-INTO GROUND LEVEL	LOWER TIE-INTO CROWN LEVEL	TYPE	CLASS	ROAD CROWN TO GROUND LEVEL	DEPTH BELOW GROUND	DETECTOR UNIT NO.	DETECTOR OPERATION	CONNECTED TO LOOP	CONNECTED TO FUNCTION
** (A)	N/A	N/A	78'	38'	28'	22'	N/A	CONC.	V	N/A	N/A	1	NORMAL	L2	TF2
** (B)	N/A	N/A	78'	38'	28'	22'	N/A	CONC.	V	N/A	N/A	2	NORMAL	L2	TF2
** (C)	N/A	N/A	82'	38'	28'	22'	N/A	CONC.	V	N/A	N/A	3	NORMAL	L4	TF4
** (D)	N/A	N/A	82'	38'	28'	22'	N/A	CONC.	V	N/A	N/A	4	DELAY/NORMAL	L4R	TF4
												5	NORMAL	L5	TF5
												6	NORMAL	L6	TF6
												7	NORMAL	L6	TF6
												8	DELAY/NORMAL	L6	TF6
												9	NORMAL	L8	TF8
												10	DELAY/NORMAL	L8R	TF8

TRAFFIC VOLUMES			
NO.	DATE	REVISIONS	BY APP. NO. DATE
1	10/25/17	REDRAWN FROM HAND DRAWN PLAN "AS-BUILT". UPDATED PEDESTRIAN SIGNAL HEADS 2, 4, AND 6 TO COUNTDOWN TYPE. UPDATED ALL PEDESTRIAN SIGNS TO COUNTDOWN TYPE. UPDATED SIGNS "K" TO SIGNS "L". UPDATED TRAFFIC VOLUMES.	JH
2	1/17/18	UPDATED PLAN PER "AS-BUILT".	JH



NO.	DATE	REVISIONS	BY	APP. NO.	DATE	REVISIONS	BY	APP.
1	10/25/17	REDRAWN FROM HAND DRAWN PLAN "AS-BUILT". UPDATED PEDESTRIAN SIGNAL HEADS 2, 4, AND 6 TO COUNTDOWN TYPE. UPDATED ALL PEDESTRIAN SIGNS TO COUNTDOWN TYPE. UPDATED SIGNS "K" TO SIGNS "L". UPDATED TRAFFIC VOLUMES.	JH					
2	1/17/18	UPDATED PLAN PER "AS-BUILT".	JH					

PALM BEACH COUNTY, FLORIDA  
**TRAFFIC DIVISION**  
**SIGNALIZATION PLAN**  
**10TH AVENUE NORTH AND BOUTWELL ROAD**

REPLLOT SIGNATURE: CHRISTOPHER R. MORA  
 NAME: CHRISTOPHER R. MORA  
 DATE: 10/25/2017  
 SCALE: 1" = 20'  
 DRAWN BY: JH  
 CHECKED BY: R-T-S  
 DRAWING NUMBER: 43-44-20  
 CONTRACT NO.: TS - 35830

**Palm Beach County**

**Signal Timing Sheet**

**9/4/2020**

35830 : 3010 - 10th Av N and Boutwell Rd ( Standard File )

Phase [1.1.1]

	1	2 (WT)	3	4 (NT)	5 (WL)	6 (ET)	7	8 (ST)	9	10	11	12	13	14	15	16
Walk	0	7	0	7	0	10	0	10	0	0	0	0	0	0	0	0
Ped Clearance	0	16	0	20	0	14	0	22	0	0	0	0	0	0	0	0
Min Green	0	20	0	6	4	20	0	6	0	0	0	0	0	0	0	0
Passage	0	4	0	2	2	4	0	2	0	0	0	0	0	0	0	0
Max1	0	55	0	30	15	55	0	30	0	0	0	0	0	0	0	0
Max2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Yellow	0	4.5	0	4	4.5	4.5	0	4	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red	0	2	0	2	2	2	0	2	0	0	0	0	0	0	0	0

Phase Option [1.1.2]

	1	2 (WT)	3	4 (NT)	5 (WL)	6 (ET)	7	8 (ST)	9	10	11	12	13	14	15	16
Enable		ON		ON	ON	ON		ON								
Auto Entry				ON				ON								
Auto Exit		ON				ON										
Non Act1																
Non Act2																
Lock Call		ON				ON										
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Dual Entry		ON		ON		ON		ON								
Sim Gap Enable																
Rest In Walk																

Detector, Vehicle Parameters 1-16 [5.1]

	1	2 (WT1)	3	4 (NT1)	5 (WL1)	6 (ET1)	7	8 (ST1)	9	10	11	12	13	14	15	16
Call Phase	2	2	4	4	5	6	6	6	8	8	0	0	0	0	0	0
Switch Phase	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 17-32 [5.1]

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Call Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 33-48 [5.1]

	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Call Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 49-64 [5.1]

	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Call Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Approved By: Ron Tibbetts

Date: \_\_\_\_\_

**Palm Beach County**

**System Timing Sheet**

**9/4/2020**

35830 : 3010 - 10th Av N and Boutwell Rd ( Standard File )

TB Coor, Day Plan [4.4]

Day Plan Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		6	9	15	19	23										
Minute			30													
Action	100	2	1	3	4	100										

Day Plan Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		7	9	21	23											
Minute																
Action	100	4	1	4	100											

Day Plan Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		7	9	21	23											
Minute																
Action	100	4	1	4	100											

Coordination, Pattern 1-16 [2.1]/Coordination, Alt Tables+[2.6]

Pattern	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Cycle Time	140	160	160	120	140											
Offset Time	124	48	10	5	122											
Split Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Seq Number	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Ph Opt Alt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ph Time Alt	1	2	3	4	0	0	0	0	0	0	0	0	0	0	0	0

Coordination, Splits [2.7.1]

Split Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		95		45	24	71		45								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		110		50	25	85		50								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		110		50	30	80		50								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		80		40	22	58		40								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		102		38	20	82		38								
Mode	NON	MAX	NON	MAX	NON	MAX	NON									
Coord-Ph		ON														

Split Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Approved By: Ron Tibbetts

Date: \_\_\_\_\_

**Palm Beach County**

**Preempt & Overlap Timing Sheet**

**9/4/2020**

35830 : 3010 - 10th Av N and Boutwell Rd ( Standard File )

Preemption Times[3.1]/Phases[3.2]/Options[3.3]

Channel	1	2	3	4	5	6
Lock Input			ON	ON	ON	ON
Override Flash						
Override Higher						
Flash Dwell						
Link						
Delay						
Min Duration						
Min Green			5	5	5	5
Min Walk			4	4	4	4
Ped Clear			21	21	21	21
Track Green						
Min Dwell			10	10	10	10
Max Presence			120	120	120	120
Track R1						
Track R2						
Track R3						
Track R4						
Dwell P1			2	2	4	4
Dwell P2			6	6	8	8
Dwell P3						
Dwell P4						
Dwell P5						
Dwell P6						
Dwell P7						
Dwell P8						
Dwell P9						
Dwell P10						
Dwell P11						
Dwell P12						
Dwell Ped1						
Dwell Ped2						
Dwell Ped3						
Dwell Ped4						
Dwell Ped5						
Dwell Ped6						
Dwell Ped7						
Dwell Ped8						
Exit R1			2	2	2	2
Exit R2			6	6	6	6
Exit R3						
Exit R4						

Preemption Times+[3.4]/Overlaps+[3.5]/Options+[3.6]

Preempt	1	2	3	4	5	6
Enable			ON	ON	ON	ON
Type	EMERG	EMERG	EMERG	EMERG	EMERG	EMERG
Skip Track						
Volt Mon Flash						
Coord in Preempt						
Max2						
Return Max/Min	MAX	MAX	MAX	MAX	MAX	MAX
Extend Dwell						
Pattern						
Output Mode	TS2	TS2	TS2	TS2	TS2	TS2
Track Over 1						
Track Over 2						
Track Over 3						
Track Over 4						
Track Over 5						
Track Over 6						
Track Over 7						
Track Over 8						
Track Over 9						
Track Over 10						
Track Over 11						
Track Over 12						
Dwell Over 1						
Dwell Over 2						
Dwell Over 3						
Dwell Over 4						
Dwell Over 5						
Dwell Over 6						
Dwell Over 7						
Dwell Over 8						
Dwell Over 9						
Dwell Over 10						
Dwell Over 11						
Dwell Over 12						
Ped Clear						
Yellow						
Red						
Return Min/Max						
Delay Inh						
Exit Time						
All Red B4						

Overlap Program Parameters [1.5.2.1]

Overlap	Included Phases								Modifier Phases								Type	Green	Yellow	Red	
Overlap 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5

Approved By: Ron Tibbetts

Date: \_\_\_\_\_

**Palm Beach County**

**Alternate Timing Sheet**

**9/4/2020**

35830 : 3010 - 10th Av N and Boutwell Rd ( Standard File )

Alternate Phase Program 1, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	11	4	2	4	0
5	0	0	4	2	25	8	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	11	4	2	8	0

Alternate Phase Program 2, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	15	4	2	4	0
5	0	0	4	2	25	10	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	15	4	2	8	0

Alternate Phase Program 3, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	17	4	2	4	0
5	0	0	4	2	25	10	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	17	4	2	8	0

Alternate Phase Program 4, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	10	4	2	4	0
5	0	0	4	2	25	8	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	10	4	2	8	0

Alternate Phase Program 5, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0

TB Coor, Day Plan [4.4]

Day Plan Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Approved By: Ron Tibbetts

Date: \_\_\_\_\_

Palm Beach County

Special System Timing Sheet

9/4/2020

35830 : 3010 - 10th Av N and Boutwell Rd ( Standard File )

Coordination, Splits [2.7.1]

Split Table 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	MAX	NON													
Coord-Ph		ON														

Split Table 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																

Mode	NON																
Coord-Ph		ON															

**Split Table 9**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

**Split Table 10**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

**Split Table 11**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

**Split Table 12**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

**Split Table 13**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
Time	36	62	30	22	20	78	30	22								
Mode	NON	MAX	NON	NON	MAX	MAX	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON														

**Split Table 14**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

**Split Table 15**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

**Split Table 16**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
Time																
Mode	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON														

Approved By: Ron Tibbetts

Date: \_\_\_\_\_

## Intersection Volume Development



### Project Driveway & 10th Ave Golden Road Apartments

**Input Data**

GR	=	1.71%
Peak Season	=	1.00
Traffic Count Year	=	2020
Buildout Year	=	2025
Years	=	5

AM Peak Hour		PM Peak Hour		235 Apartments
In	Out	In	Out	
22	63	63	40	

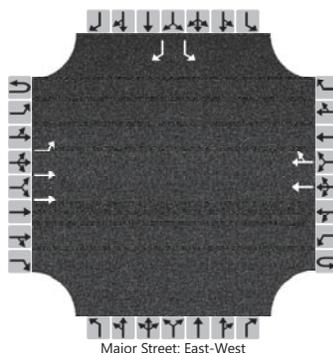
AM Peak Hour												
AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume February 24, 2020	-	1,762	-	-	1,393	-	-	-	-	-	-	-
Peak Season Volume	-	1,762	-	-	1,393	-	-	-	-	-	-	-
2025 Historic Growth	-	1,918	-	-	1,516	-	-	-	-	-	-	-
Major Project Traffic	-	129	-	-	152	-	-	-	-	-	-	-
Major Project Traffic + 1% growth	-	1,981	-	-	1,616	-	-	-	-	-	-	-
% Project Traffic	40%	-	-	-	-	60%	-	-	-	60%	-	40%
Project Traffic Direction	IN	-	-	-	-	IN	-	-	-	OUT	-	OUT
Project Traffic	9	-	-	-	-	13	-	-	-	38	-	25
2025 Total Traffic	9	1,981	-	-	1,616	13	-	-	-	38	-	25

PM Peak Hour												
PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume February 24, 2020	-	1,625	-	-	1,577	-	-	-	-	-	-	-
Peak Season Volume	-	1,625	-	-	1,577	-	-	-	-	-	-	-
2025 Historic Growth	-	1,769	-	-	1,717	-	-	-	-	-	-	-
Major Project Traffic	-	285	-	-	263	-	-	-	-	-	-	-
Major Project Traffic + 1% growth	-	1,993	-	-	1,920	-	-	-	-	-	-	-
% Project Traffic	40%	-	-	-	-	60%	-	-	-	60%	-	40%
Project Traffic Direction	IN	-	-	-	-	IN	-	-	-	OUT	-	OUT
Project Traffic	25	-	-	-	-	38	--	-	-	24	-	16
2025 Total Traffic	25	1,993	-	-	1,920	38	--	-	-	24	-	16

# HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	JF			Intersection	10th Ave & Driveway		
Agency/Co.	JFO			Jurisdiction	Palm Beach County		
Date Performed	11/17/2020			East/West Street	10th Avenue		
Analysis Year	2025			North/South Street	Project Driveway		
Time Analyzed	AM			Peak Hour Factor	0.95		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Golden Road Apartments						

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		1	0	1
Configuration		L	T				T	TR						L		R
Volume (veh/h)	0	9	1981				1616	13						38		25
Percent Heavy Vehicles (%)	0	2												2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized													No			
Median Type   Storage	Left Only								1							

## Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.5		6.9
Critical Headway (sec)		4.14												6.84		6.94
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

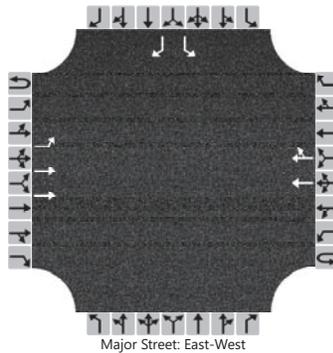
## Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		9												40		26	
Capacity, c (veh/h)		366												88		300	
v/c Ratio		0.03												0.45		0.09	
95% Queue Length, Q <sub>95</sub> (veh)		0.1												1.9		0.3	
Control Delay (s/veh)		15.1												76.0		18.1	
Level of Service (LOS)		C												F		C	
Approach Delay (s/veh)		0.1												53.0			
Approach LOS														F			

# HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	JF			Intersection	10th Ave & Driveway		
Agency/Co.	JFO			Jurisdiction	Palm Beach County		
Date Performed	11/17/2020			East/West Street	10th Avenue		
Analysis Year	2025			North/South Street	Project Driveway		
Time Analyzed	PM			Peak Hour Factor	0.95		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Golden Road Apartments						

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		1	0	1
Configuration		L	T				T	TR						L		R
Volume (veh/h)	0	25	1993				1920	38						24		16
Percent Heavy Vehicles (%)	0	2												2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized													No			
Median Type   Storage	Left Only								1							

## Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.5		6.9
Critical Headway (sec)		4.14												6.84		6.94
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

## Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		26												25		17	
Capacity, c (veh/h)		268												61		230	
v/c Ratio		0.10												0.41		0.07	
95% Queue Length, Q <sub>95</sub> (veh)		0.3												1.6		0.2	
Control Delay (s/veh)		19.9												100.1		21.9	
Level of Service (LOS)		C												F		C	
Approach Delay (s/veh)		0.2												68.8			
Approach LOS														F			



# Palm Beach County Historic Peak Season Traffic Counts (2015-2020)

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
4677	2ND AVE	Lake Worth Rd	Congress Ave	2	880	6036	6685	5967	5843	6189	6404	2/12/2020	3.36%	2.38%	491	336	165	627	235	421
4679	2ND AVE	Congress Ave	Boutwell Rd	2	880	4805	4977	5266	6190	6655	6900	2/12/2020	3.55%	9.43%	522	326	197	675	320	391
4631	6TH AVE S	Congress Ave	Sunset Ave	4D	1960	28494	30973	30485	31942	32716	34067	2/5/2020	3.97%	3.77%	2535	1550	1099	2532	1211	1366
4307	6TH AVE S	I-95	SR 805 (Dixie Hwy)	4D	1770	29872	30013	31163	31912	34706	33033	3/2/2020	-5.06%	1.96%	2423	967	1505	2725	1604	1143
4643	10TH AVE N	Jog Rd	Haverhill Rd	4D	1960	14577	15233	16418			16844	3/9/2020		0.86%	1160	503	660	1428	739	701
4601	10TH AVE N	Haverhill Rd	Military Tr	5	1770	21786	23192	21662		23463	23186	2/24/2020	-1.19%	2.29%	1872	1073	871	1789	901	903
4603	10TH AVE N	Military Tr	Kirk Rd	5	1960	26370	27508	27357	27526	27686	27868	2/24/2020	0.65%	0.62%	1902	1120	790	2143	1013	1155
4653	10TH AVE N	Kirk Rd	Congress Ave	5	1960	31960	32520	32274	31629	32877	32836	2/24/2020	-0.12%	0.58%	2106	1382	896	2550	1139	1415
4203	10TH AVE N	Congress Ave	I-95	5	1770	45255	46089			45262	44371	2/24/2020	-2.01%		3048	1762	1393	3202	1625	1577
5603	23RD AVE SW	Congress Ave	I-95	2	880	13739	14470	15725	15867	15051	15354	3/2/2020	1.97%	-0.79%	1410	789	621	1323	649	711
5305	23RD AVE SW	I-95	Seacrest Blvd	2	880	12932	13703	14291			14109	3/2/2020		-0.43%	1173	645	531	1244	637	612
5811	23RD AVE SW	Seacrest Blvd	US-1	2	810	8857	9033	9397	9788	9272	9075	1/13/2020	-2.17%	-1.16%	655	336	329	799	409	403
5621	23RD AVE SW (GOLF RD)	Military Tr	E Country Rd	2	1140	12929	12698	13570	13777	13033	13412	3/2/2020	2.83%	-0.39%	1172	682	490	1141	497	645
5617	23RD AVE SW (GOLF RD)	E Country Rd	Congress Ave	2	1140	13457	14308	14534		15290	15522	3/2/2020	1.49%	2.22%	1311	783	545	1301	596	705
1809	A1A	Jupiter Inlet Colony	US 1	2	880	7322	7802		7957	7860										

A B C D E F G H I

Input Data

ROAD NAME: 10th Ave N STATION: 4203 Report Created  
 CURRENT YEAR: 2019 FROM: Midpoint 11/14/2020  
 ANALYSIS YEAR: 2025 TO: Boutwell Rd  
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019  
 PSF: 1

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Direction						
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
ADOPT A FAMILY	0	0	0	0	0	0	NR	100%
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	10	2	8	21	12	9	Res	0%
Lake Worth Middle School	27	15	12	8	4	4	NR	77.20%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	10	11	99	51	48	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	22	11	11	20	10	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	1	3	4	2	1	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
WAWA - SEC 10th and Military Trail	17	8	9	14	7	7	NR	0%
Akal Property	53	18	35	63	38	25	Res	0%
<del>Golden Roads Apartments</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>Res</del>	<del>0%</del>
Waterside Plaza	16	8	9	52	26	26	NR	75%
RaceTrac Market	121	59	63	262	134	128	NR	25%
Total Committed Developments	296	135	164	571	298	272		
Total Committed Residential	68	22	46	90	53	36		
Total Committed Non-Residential	228	113	118	481	245	236		
Double Count Reduction	17	6	12	23	13	9		
Total Discounted Committed Developments	279	129	152	548	285	263		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	464	231	238	743	383	360		
Growth Volume Used	464	231	238	743	383	360		
Total Volume	3469	1892	1642	3914	1976	1938		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

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## **Exhibit 5: PBC Counts**

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# Palm Beach County Historic Peak Season Traffic Counts (2015-2020)

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
4677	2ND AVE	Lake Worth Rd	Congress Ave	2	880	6036	6685	5967	5843	6189	6404	2/12/2020	3.36%	2.38%	491	336	165	627	235	421
4679	2ND AVE	Congress Ave	Boutwell Rd	2	880	4805	4977	5266	6190	6655	6900	2/12/2020	3.55%	9.43%	522	326	197	675	320	391
4631	6TH AVE S	Congress Ave	Sunset Ave	4D	1960	28494	30973	30485	31942	32716	34067	2/5/2020	3.97%	3.77%	2535	1550	1099	2532	1211	1366
4307	6TH AVE S	I-95	SR 805 (Dixie Hwy)	4D	1770	29872	30013	31163	31912	34706	33033	3/2/2020	-5.06%	1.96%	2423	967	1505	2725	1604	1143
4643	10TH AVE N	Jog Rd	Haverhill Rd	4D	1960	14577	15233	16418			16844	3/9/2020		0.86%	1160	503	660	1428	739	701
4601	10TH AVE N	Haverhill Rd	Military Tr	5	1770	21786	23192	21662		23463	23186	2/24/2020	-1.19%	2.29%	1872	1073	871	1789	901	903
4603	10TH AVE N	Military Tr	Kirk Rd	5	1960	26370	27508	27357	27526	27686	27868	2/24/2020	0.65%	0.62%	1902	1120	790	2143	1013	1155
4653	10TH AVE N	Kirk Rd	Congress Ave	5	1960	31960	32520	32274	31629	32877	32836	2/24/2020	-0.12%	0.58%	2106	1382	896	2550	1139	1415
4203	10TH AVE N	Congress Ave	I-95	5	1770	45255	46089			45262	44371	2/24/2020	-2.01%		3048	1762	1393	3202	1625	1577
5603	23RD AVE SW	Congress Ave	I-95	2	880	13739	14470	15725	15867	15051	15354	3/2/2020	1.97%	-0.79%	1410	789	621	1323	649	711
5305	23RD AVE SW	I-95	Seacrest Blvd	2	880	12932	13703	14291			14109	3/2/2020		-0.43%	1173	645	531	1244	637	612
5811	23RD AVE SW	Seacrest Blvd	US-1	2	810	8857	9033	9397	9788	9272	9075	1/13/2020	-2.17%	-1.16%	655	336	329	799	409	403
5621	23RD AVE SW (GOLF RD)	Military Tr	E Country Rd	2	1140	12929	12698	13570	13777	13033	13412	3/2/2020	2.83%	-0.39%	1172	682	490	1141	497	645
5617	23RD AVE SW (GOLF RD)	E Country Rd	Congress Ave	2	1140	13457	14308	14534		15290	15522	3/2/2020	1.49%	2.22%	1311	783	545	1301	596	705
1809	A1A	Jupiter Inlet Colony	US 1	2	880	7322	7802		7957	7860										

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## **Exhibit 6: Growth Rate**

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## Area Wide Growth Rate Golden Road Apartments

Roadway	From	To	PBC/F-DOT		PBC	
			2016	2019	2017	2020
Federal Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	6,700	6,600	0	0
Federal Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	11,500	10,000	0	0
Dixie Hwy	6 <sup>th</sup> Ave S	Lake/Lucerne	20,700	18,900	0	0
Dixie Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	23,596	23,829	0	0
Dixie Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	0	0	0	0
Dixie Hwy	17 <sup>th</sup> Ave N	Alhambra Pl	0	0	0	0
Boutwell Rd	Lake Worth Rd	2 <sup>nd</sup> Ave N	10,600	10,000	0	0
Boutwell Rd	2 <sup>nd</sup> Ave N	10 <sup>th</sup> Ave N	0	0	11,327	10,381
Florida Mango Rd	10 <sup>th</sup> Ave N	Forest Hill Blvd	10,853	11,464	0	0
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	0	0	7,007	6,904
Congress Ave	6 <sup>th</sup> Ave S	Lake Worth Rd	41,000	43,500	0	0
Congress Ave	Lake Worth Rd	French Ave	35,400	41,140	0	0
Congress Ave	French Ave	10 <sup>th</sup> Ave N	39,628	46,689	0	0
Congress Ave	10 <sup>th</sup> Ave N	Forest Hill Blvd	36,796	42,189	0	0
Kirk Rd	Lake Worth Rd	10 <sup>th</sup> Ave N	0	0	9,470	9,509
Kirk Rd	10 <sup>th</sup> Ave N	Purdy Ln	12,939	13,625	0	0
Forest Hill Blvd	Kirk Rd	Congress Ave	44,053	47,705	0	0
Forest Hill Blvd	Congress Ave	I-95	27,984	29,919	0	0
10 <sup>th</sup> Ave N	Military Tr	Kirk Rd	0	0	27,357	27,868
10 <sup>th</sup> Ave N	Kirk Rd	Congress Ave	0	0	32,274	32,836
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd				
10 <sup>th</sup> Ave N	Florida Mango Rd	Site	46,089	45,262	0	0
10 <sup>th</sup> Ave N	Site	Boutwell Rd				
10 <sup>th</sup> Ave N	Boutwell Rd	I-95				
10 <sup>th</sup> Ave N	I-95	N A St	30,500	32,500	0	0
10 <sup>th</sup> Ave N	N A St	Dixie Hwy (US-1)	22,000	22,000	0	0
10 <sup>th</sup> Ave N	Dixie Hwy (US-1)	Federal Hwy				
2 <sup>nd</sup> Ave N	Lake Worth Rd	Congress Ave	0	0	5,967	6,404
2 <sup>nd</sup> Ave N	Congress Ave	Boutwell Rd	0	0	5,266	6,900
Lake Worth Rd	Kirk Rd	Congress Ave	40,892	40,791	0	0
Lake Worth Rd	Congress Ave	Boutwell Rd	21,000	23,000	0	0
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	23,000	25,500	0	0
		<b>Σ</b>	505,230	534,613	98,668	100,802

Base Year (Σ 2016 + Σ 2017)	603,898
Future Year (Σ 2019+ Σ 2020)	635,415
<b>Area Wide Growth</b>	<b>1.71%</b>



## PALM BEACH COUNTY TRAFFIC DIVISION HISTORIC TRAFFIC GROWTH TABLE

### CURRENT YEAR – 2020

***2020 counts must be used in traffic studies received by the Traffic Division on or after July 6, 2020***

***For the year 2020 counts, only the counts believed to be unaffected by COVID-19 pandemic have been published***

This document was developed as supporting data for use in traffic impact studies seeking to demonstrate compliance with Article 12 of the Unified Land Development Code, the Traffic Performance Standards. This table shows historical peak season traffic counts, Daily and Peak Hour, from 2015 to 2020 (peak hour only for the latest year) as well as a calculated growth rate for each count station. A 3-year timeframe was used to calculate the historic growth rate shown.

Please note that the counts, in most cases, reflect a snapshot of just one full day mid-week volumes. Though great caution was exercised to avoid impacts of construction/road closures in the immediate vicinity on these traffic counts, there is no guarantee that a faraway event has not influenced the counts indirectly. Engineering judgment should be exercised in the use of counts where growth rates are out of the ordinary, particularly in cases where the growth rates are negative, too high, etc. For a lengthy build out date (generally more than 5 years), use of an area wide growth rate might be more appropriate. Consult Article 12 of the ULDC regarding use of traffic counts and historical growth rates in the traffic impact studies.

If current year count is not listed in this document (or through FDOT's yearly Count Program) but is required for the Traffic Impact Study, a consultation with the County must be done before commencing the study to determine how those counts may be collected.

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
4633	CRESTHAVEN BLVD	Sherwood Forest Blvd	Haverhill Rd	2	880	8527	8095	8575	8364	8538	8986	3/9/2020	4.99%	1.57%	646	374	302	743	400	366
4635	CRESTHAVEN BLVD	Haverhill Rd	Military Tr	2	880	7753	8312	8071	8063	8453										
3440	CRESTWOOD BLVD	Okeechobee Bl	Sparrow Rd	4D	1960	18563	20447	17572	20546	20479	20337	2/10/2020	-0.70%	4.99%	1856	822	1042	1864	927	963
3428	CRESTWOOD BLVD	Folsom Rd	Southern Blvd	6D	2940	28120	28285	28689	28712	27625	27858	2/10/2020	0.84%	-0.98%	2427	958	1469	2493	1393	1110
3306	DIXIE HWY	Alhambra Pl	17th Ave N	4	1680					23958	23050	3/9/2020	-3.94%		1763	992	771	1932	891	1050
4800	DIXIE HWY	10th Ave N	Lake/Lucerne	4	1680	22278	23596	22868	22218	23829										
1105	DONALD ROSS RD	Jog Rd	I-95 Interchange	4D	3320	16037	15547		17986	16389										
1219	DONALD ROSS RD	I-95	Parkside Dr	6D	2680	39132				41340										
1205	DONALD ROSS RD	Parkside Dr	Central Blvd	6D	2940	32270	32582		34264	34170										
1211	DONALD ROSS RD	Central Blvd	SR 811	6D	2940	30092	31295	32554	32453	34155	33386	12/17/2019	-2.30%	0.84%	2787	1848	1067	3021	1201	1820
1805	DONALD ROSS RD	SR 811	Prosperity Farms Rd	6D	2940	28848	30325	28069	31854	32601	31257	12/17/2019	-4.30%	3.65%	2642	1654	1208	2702	1033	1717
1801	DONALD ROSS RD	Prosperity Farms Rd	Ellison-Wilson Rd	4D	1770	27134	28009		30207	29871										
5632	EL CLAIR RANCH RD	Boynton Beach Blvd	Woolbright Rd	2	880	4998	5334	5338	5563	5492	5246	1/21/2020	-4.69%	-0.58%	425	233	227	420	240	184
5636	EL CLAIR RANCH RD	Woolbright Rd	Piper's Glen Blvd	2	880	7080	7240	7509	7093	7705										
5634	EL CLAIR RANCH RD	Lake Ida Rd	W Atlantic Ave	2	880	5585	5818	6206	6141	5988										
2304	ELLISON-WILSON RD	Donald Ross Rd	Universe Blvd	2	880	6291	6600	6822	6845	6305	6978	1/21/2020	9.64%	0.76%	895	271	636	869	536	333
4826	FEDERAL HWY	Miner Rd	Gateway Blvd	4D	1960	17159	17156	17053	17405	17606	17349	2/10/2020	-1.48%	0.58%	1537	496	1069	1541	932	633
5824	FEDERAL HWY	NE 6th Ave	23rd Ave	4D	1960	23805	25392	24939	26919	25099	25281	3/2/2020	0.72%	0.46%	1889	813	1305	2131	1305	826
5838	FEDERAL HWY	Lowson Blvd	Linton Blvd	4D	1770	30226	33828	34218	35268	33073	32404	3/4/2020	-2.06%	-1.80%	2184	1051	1363	2455	1487	1004

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY	19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR			
						2015	2016	2017	2018	2019	VOL			DATE	2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
2607	BLUE HERON BLVD	Congress Ave	Australian Ave	6D	2680	36520	36338		38822	37196										
2823	BLUE HERON BLVD	Australian Ave	Old Dixie Hwy	6D	2680	31650	33610		34467	32046										
2811	BLUE HERON BLVD	Old Dixie Hwy	US 1	5	1770		21227		25058	23005										
6408	BOCA RIO RD	Glades Rd	Palmetto Park Rd	2	810	16394	16918	17642	18280	18020	18870	2/10/2020	4.50%	2.27%	1595	864	731	1762	867	919
6418	BOCA RIO RD	Palmetto Park Rd	SW 18th St	2	880	12717	12969	14185	14800	15079	15434	2/3/2020	2.30%	2.85%	1291	722	586	1624	679	967
4676	<b>BOUWELL RD</b>	<b>10th Ave N</b>	<b>2nd Ave N</b>	2	880	10337	<b>11327</b>		11365		<b>10381</b>	2/24/2020			869	553	316	925	397	549
5401	BOYNTON BEACH BLVD	SR 7	Lyons Rd	4D	1960	15242	15783		16207	17158	17236	3/11/2020	0.45%		1276	674	641	1377	723	689
5103	BOYNTON BEACH BLVD	Lyons Rd	Turnpike	6D	2680	37476	38386	40054	42725	43664	45751	3/11/2020	4.56%	4.53%	3753	2240	1523	3736	1718	2092
5201	BOYNTON BEACH BLVD	Turnpike	Hagen Ranch Rd	6D	2680	46955	50595		55602	53763	55817	3/11/2020	3.68%		4600	2305	2374	4864	2583	2281
5641	BOYNTON BEACH BLVD	Hagen Ranch Rd	Jog Rd	6D	2940	41813	44327	47912	48018	46218										
5633	BOYNTON BEACH BLVD	Jog Rd	El Clair Ranch Rd	6D	2940	39735	43169	44471	43748	44477	43850	1/21/2020	-1.43%	-0.47%	3202	1616	1604	3348	1839	1532
5611	BOYNTON BEACH BLVD	El Clair Ranch Rd	Military Tr	6D	2680	45350	46207		49428	47376										
5613	BOYNTON BEACH BLVD	Military Tr	Lawrence Rd	6D	2940	37509	38781		41234	39446										
5601	BOYNTON BEACH BLVD	Lawrence Rd	Congress Ave	6D	2680	40732	42201	43704	41620	42796										
5615	BOYNTON BEACH BLVD	Congress Ave	Old Boynton Rd	6D	2940	34792	36376		37388	38341	36552	1/27/2020	-4.89%		2590	1487	1181	2786	1316	1482
6426	CAIN BLVD	Yamato Rd	W Kimberly Blvd	2	880	8960	9299	9089	9770	10367	10468	2/12/2020	0.96%	4.82%	929	508	469	1109	410	699
6422	CAIN BLVD	W Kimberly Blvd	Glades Rd	2	880	14742	15274	15113	15518	15909	16148	2/12/2020	1.48%	2.23%	1280	652	653	1514	766	749
6619	CAMINO REAL	Powerline Rd	Camino del Mar	4D	1960	10748	11908	12935	13036	12699										
6636	CAMINO REAL	Camino del Mar	Military Tr	4D	1960	14221		14571	16203	15082										

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						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
5840	FEDERAL HWY	Linton Blvd	Lindell Blvd	4D	1960	33670	36465		37864	34359										
5663	FLAVOR PICT RD	Hagen Ranch Rd	Jog Rd	2	880	6827	7339	7818	7559	7643										
5654	FLAVOR PICT RD	Jog Rd	Military Tr	2	880	6768	7991	8272	8472	9967	10379	3/9/2020	3.97%	7.86%	767	509	348	906	374	545
3670	FLORIDA MANGO RD	Belvedere Rd	James L Turnage Blv	2	880	7656	7977	7784	6480		7717	2/18/2020		-0.29%	616	509	138	541	400	150
3646	FLORIDA MANGO RD	Summit Blvd	Forest Hill Blvd	2	880	6289	7015	7007	6876	6874	6904	12/9/2019	0.43%	-0.49%	849	472	377	701	309	398
4212	FLORIDA MANGO RD	Forest Hill Blvd	10th Ave N	2	880	10995	10853	11647	11389	11464										
3407	FOREST HILL BLVD	South Shore Blvd	SR 7	6D	3186	47835	49134	47637	50083	46754	47391	3/3/2020	1.34%	-0.17%	3379	1946	1479	3998	1773	2254
3423	FOREST HILL BLVD	SR-7	Lyons Rd	6D	2940	37209	38149		38991	38657	38306	3/2/2020	-0.92%		2908	1374	1565	3257	1670	1616
3221	FOREST HILL BLVD	Lyons Rd	Pinehurst Dr	6D	2940	36125	37452		39821	37987	38875	1/27/2020	2.28%		3342	1549	1798	3390	1752	1638
3666	FOREST HILL BLVD	Pinehurst Dr	Jog Rd	6D	2680	42563	42712		42333	41394	41227	1/27/2020	-0.41%		3333	1666	1667	3449	1736	1722
3636	FOREST HILL BLVD	Jog Rd	Sherwood Forest Blv	6D	2940	37786	40086		39859	38810										
3667	FOREST HILL BLVD	Sherwood Forest Blvd	Haverhill Rd	6D	2680	41136	42331	40880	40627	41992										
3625	FOREST HILL BLVD	Haverhill Rd	Military Tr	6D	2940	43254	44204	43503	43928	43592										
3627	FOREST HILL BLVD	Military Tr	Kirk Rd	6D	2940	41933	44156		44021	43629	42481	3/3/2020	-2.70%		3029	1761	1353	2935	1470	1498
3629	FOREST HILL BLVD	Kirk Rd	Congress Ave	6D	2680	42266	44053	44262	45722	47705										
3317	FOREST HILL BLVD	I-95	Parker Ave	5	1770	27796	27984		28275	29919	28567	3/4/2020	-4.73%		2432	1268	1164	2157	1082	1134
3831	FOREST HILL BLVD	Parker Ave	Dixie Hwy	5	1770	19467	19313	19700	20262	20735	18876	3/9/2020	-9.85%	-1.41%	1536	830	706	1544	813	738
3841	FOREST HILL BLVD	Dixie Hwy	Olive Ave	2	810	5338	5185		5307	5396	5306	3/9/2020	-1.70%		484	245	244	446	210	257
1217	FREDERICK SMALL RD	Central Blvd	Military Tr	4D	1960	8119	8869	8586	9646	8737	9075	2/4/2020	3.72%	1.86%	876	569	315	828	408	520

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						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
3606	CONGRESS AVE	Okeechobee Blvd	Belvedere Rd	4D	1770	15323	17802	17052	17541	18013	18428	2/18/2020	2.25%	2.62%	1413	725	689	1786	785	1011
3668	CONGRESS AVE	Belvedere Rd	Turnage Blvd (PBIA)	2	1140	3374	4200	4763	6083	5722										
3618	CONGRESS AVE	Southern Blvd	Gun Club Rd	6D	2940	33642	34390			40630	38696	3/9/2020	-5.00%		3634	2128	1506	3552	1354	2228
3674	CONGRESS AVE	Gun Club Rd	Summit Blvd	6D	2680	33418	35665	37940	36802	39886	37477	3/9/2020	-6.43%	-0.41%	3387	2089	1298	3360	1436	1927
3644	CONGRESS AVE	Summit Blvd	Forest Hill Blvd	6D	2680	26658	28609	31613	33222	34412	32749	3/4/2020	-5.08%	1.18%	2770	1571	1206	2936	1295	1663
4210	CONGRESS AVE	Forest Hill Blvd	10th Ave N	6D	2680	34955	36796		40729	42189										
4604	CONGRESS AVE	10th Ave N	French Ave	6D	2940	38733	39628	43828	43904	46689										
4620	CONGRESS AVE	French Ave	Lake Worth Rd	6D	2680	35400			37189	41140										
4622	CONGRESS AVE	Lake Worth Rd	6th Ave S	6D	2680	35712			39282	43373										
4626	CONGRESS AVE	6th Ave S	JFK Dr	6D	2940	35163	36054	38918	36766	39729										
4624	CONGRESS AVE	JFK Dr	Lantana Rd	6D	2940	35206	34360		37851	36141	37285	1/13/2020	3.07%		2886	1560	1397	3039	1432	1651
4600	CONGRESS AVE	Lantana Rd	Hypoluxo Rd	4D	1960	23246	25097	26324	28120	27513	27070	1/13/2020	-1.64%	0.94%	2182	1053	1129	2320	1246	1074
4610	CONGRESS AVE	Hypoluxo Rd	Gateway Blvd	6D	2940	28960	29413	31031	30883	30882	30934	1/7/2020	0.17%	-0.10%	2196	1151	1075	2612	1421	1205
5206	CONGRESS AVE	Gateway Blvd	Old Boynton Rd	6D	2680	36914	37826	38829	39958	41471										
5610	CONGRESS AVE	Boynton Beach Blvd	Woolbright Rd	6D	2680	33549	32638	30501	33115	33157	33569	1/27/2020	1.23%	3.25%	2441	1063	1649	2640	1637	1137
5624	CONGRESS AVE	Woolbright Rd	Golf Rd	6D	2680	37827	37741	38438	40974	38226										
5626	CONGRESS AVE	Golf Rd	35th Ave SW	6D	2680	36139	36988	37042	38738	36144	37875	3/2/2020	4.57%	0.74%	3181	1108	2199	3127	1913	1244
5602	CONGRESS AVE	35th Ave SW	Lake Ida Rd	6D	2680	30608	30272	31280	31428	29339	31749	3/3/2020	7.59%	0.50%	2508	1015	1548	2687	1488	1199
4641	CRESTHAVEN BLVD	Jog Rd	Sherwood Forest Blv	2	880	8729	8869	9295	9601	9461	9567	3/9/2020	1.11%	0.97%	570	252	371	813	485	328

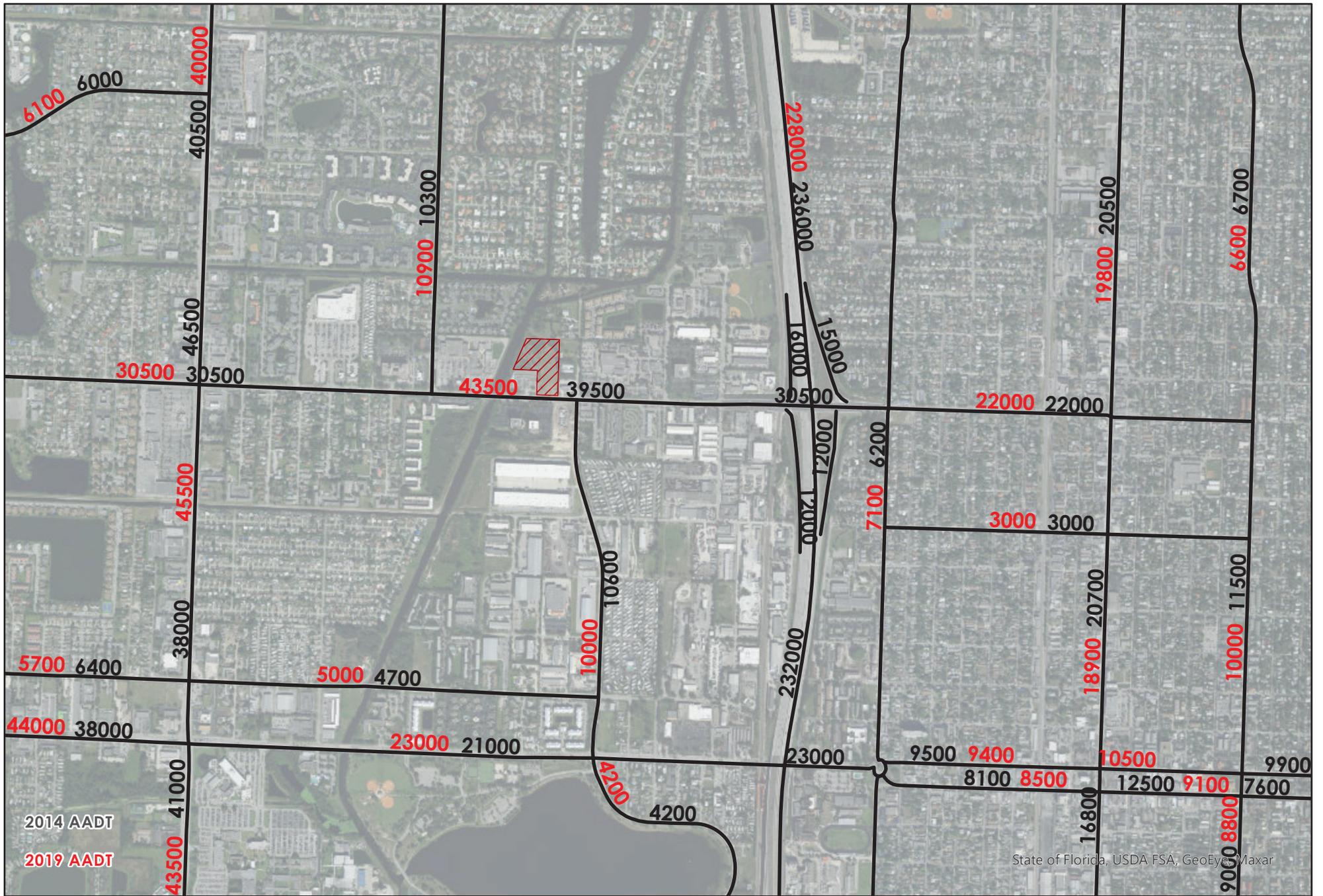
STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
6618	JOG RD	Potomac Rd	Glades Rd	4D	1960	33018		29792	30832	30487										
6420	JUDGE WINIKOFF RD	Sandpoint Ter	SR 7	4D	1960	10464	9375	9590	9756	9693										
1404	JUPITER FARMS RD	Indiantown Rd	South of Indiantown	2	1140	10366	11136	11257		13127										
6417	KIMBERLY BLVD	SR-7	Lyons Rd	4D	1960	6170	6267	6213	6321	6027	6281	2/24/2020	4.04%	0.36%	415	219	225	519	269	260
3614	KIRK RD	Southern Blvd	Gun Club Rd	4D	1770	10020	10468	11067	11400	11515	11748	12/9/2019	1.98%	2.01%	1025	582	453	1116	624	532
3662	KIRK RD	Gun Club Rd	Summit Blvd	2	880	10675	10759	11029	11376	10939										
3656	KIRK RD	Summit Blvd	Forest Hill Blvd	2	880	9611	11093	10698	10833	10667										
4208	KIRK RD	Forest Hill Blvd	Purdy Ln	5	1960	16029	17223	17900	17337	17287	17246	3/4/2020	-0.24%	-1.23%	1370	875	526	1552	594	1035
4664	KIRK RD	Purdy Ln	10th Ave N	2	880	12213	12939	13172	13864	13625										
4630	KIRK RD	10th Ave N	Lake Worth Rd	2	880	9240	9699	9470	9976	9287	9509	2/12/2020	2.33%	0.14%	755	298	494	920	433	500
4652	KIRK RD	Lake Worth Rd	Melaleuca Ln	2	880	6791	7859	7859	8269	7762	8148	2/12/2020	4.74%	1.21%	582	335	250	829	397	432
5649	LAKE IDA RD	Hagen Ranch Rd	Jog Rd	2	880	7536	8245	8622	8812	9182										
5653	LAKE IDA RD	Jog Rd	El Clair Ranch Rd	2	880	10969	11308	12273	11274	12062	11944	1/8/2020	-0.99%	-0.90%	878	397	485	1057	452	611
5651	LAKE IDA RD	El Clair Ranch Rd	Military Tr	2	880	11682	12468	11777	12608	13552	13533	3/9/2020	-0.14%	4.74%	992	500	523	1182	511	671
5623	LAKE IDA RD	Military Tr	Barwick Rd	4D	1960	19827	20376	20485	20420	22277	21604	3/9/2020	-3.12%	1.79%	1630	881	759	1913	935	978
5307	LAKE IDA RD	Congress Ave	Swinton Ave	4D	1960	21542	20747	21363	24685	24907										
4409	LAKE WORTH RD	120th Av	Isles Bl	4D	1960	14871	15923				14454	12/16/2019			1105	560	561	1360	598	762
4407	LAKE WORTH RD	Isles Bl	SR-7	4D	1960	26672	27739	28369	28030	28212	28381	12/16/2019	0.60%	0.01%	2314	1366	971	2452	1238	1346
4401	LAKE WORTH RD	SR 7	Lyons Rd	6D	2680	38065	40990		39252	38109	39453	12/16/2019	3.41%		2863	1510	1423	3202	1632	1648



# Palm Beach County Historic Peak Season Traffic Counts (2015-2020)

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR			
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB	
4677	2ND AVE	Lake Worth Rd	Congress Ave	2	880	6036	6685	5967	5843	6189	6404	2/12/2020	3.36%	2.38%	491	336	165	627	235	421	
4679	2ND AVE	Congress Ave	Boutwell Rd	2	880	4805	4977	5266	6190	6655	6900	2/12/2020	3.55%	9.43%	522	326	197	675	320	391	
4631	6TH AVE S	Congress Ave	Sunset Ave	4D	1960	28494	30973	30485	31942	32716	34067	2/5/2020	3.97%	3.77%	2535	1550	1099	2532	1211	1366	
4307	6TH AVE S	I-95	SR 805 (Dixie Hwy)	4D	1770	29872	30013	31163	31912	34706	33033	3/2/2020	-5.06%	1.96%	2423	967	1505	2725	1604	1143	
4643	10TH AVE N	Jog Rd	Haverhill Rd	4D	1960	14577	15233	16418			16844	3/9/2020		0.86%	1160	503	660	1428	739	701	
4601	10TH AVE N	Haverhill Rd	Military Tr	5	1770	21786	23192	21662		23463	23186	2/24/2020	-1.19%	2.29%	1872	1073	871	1789	901	903	
4603	10TH AVE N	Military Tr	Kirk Rd	5	1960	26370	27508	27357	27526	27686	27868	2/24/2020	0.65%	0.62%	1902	1120	790	2143	1013	1155	
4653	10TH AVE N	Kirk Rd	Congress Ave	5	1960	31960	32520	32274	31629	32877	32836	2/24/2020	-0.12%	0.58%	2106	1382	896	2550	1139	1415	
4203	10TH AVE N	Congress Ave	I-95	5	1770	45255	46089			45262	44371	2/24/2020	-2.01%		3048	1762	1393	3202	1625	1577	
5603	23RD AVE SW	Congress Ave	I-95	2	880	13739	14470	15725	15867	15051	15354	3/2/2020	1.97%	-0.79%	1410	789	621	1323	649	711	
5305	23RD AVE SW	I-95	Seacrest Blvd	2	880	12932	13703	14291			14109	3/2/2020		-0.43%	1173	645	531	1244	637	612	
5811	23RD AVE SW	Seacrest Blvd	US-1	2	810	8857	9033	9397	9788	9272	9075	1/13/2020	-2.17%	-1.16%	655	336	329	799	409	403	
5621	23RD AVE SW (GOLF RD)	Military Tr	E Country Rd	2	1140	12929	12698	13570	13777	13033	13412	3/2/2020	2.83%	-0.39%	1172	682	490	1141	497	645	
5617	23RD AVE SW (GOLF RD)	E Country Rd	Congress Ave	2	1140	13457	14308	14534		15290	15522	3/2/2020	1.49%	2.22%	1311	783	545	1301	596	705	
1809	A1A	Jupiter Inlet Colony	US 1	2	880	7322	7802		7957	7860											

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY	19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR			
						2015	2016	2017	2018	2019	VOL			DATE	2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
4103	LAKE WORTH RD	Lyons Rd	Florida Turnpike	6D	2940	42333	44333		45796	47252	47959	12/16/2019	1.47%		3884	2254	1630	4019	1913	2158
4201	LAKE WORTH RD	Florida Turnpike	Pinehurst Dr	6D	2680	39166	39864		42106	41990										
4645	LAKE WORTH RD	Pinehurst Dr	Jog Rd	6D	2680	46028	47722	49086	51629	50548	50687	12/18/2019	0.27%	1.08%	3147	1637	1706	4122	2224	1950
4609	LAKE WORTH RD	Jog Rd	Sherwood Forest Blv	6D	2940	45661	48538	49213	48041	50478										
4673	LAKE WORTH RD	Sherwood Forest Blvd	Haverhill Rd	6D	2680	41210	44200	44409	44850	44696										
4627	LAKE WORTH RD	Haverhill Rd	Military Tr	6D	2940	44371	45507		44984	44830										
4611	LAKE WORTH RD	Military Tr	Kirk Rd	6D	2680	42951	44545		44802	43679										
4647	LAKE WORTH RD	Kirk Rd	Congress Ave	6D	2940	38415		40892	40684	40791										
4651	LAKE WORTH RD	Congress Ave	Boutwell Rd	4D	1770	23415			26619	27172										
4403	LANTANA RD	SR-7	Lyons Rd	4D	1770	15574	16340	16264	17057	17234	17469	1/13/2020	1.35%	2.41%	1521	622	909	1570	881	695
4207	LANTANA RD	Lyons Rd	Hagen Ranch Rd	4D	1960	25977	26822	26691	28535	28262	29044	1/13/2020	2.69%	2.86%	2499	1178	1396	2635	1459	1189
4669	LANTANA RD	Hagen Ranch Rd	Jog Rd	6D	2940	32219	35348	32971	36116	36095	36548	1/13/2020	1.24%	3.49%	3070	1637	1441	3238	1633	1606
4619	LANTANA RD	Jog Rd	Haverhill Rd	6D	2940	35845	39735	39406	42984	43695	43322	1/13/2020	-0.86%	3.21%	3208	1514	1717	3652	1874	1778
4675	LANTANA RD	Haverhill Rd	Military Tr	6D	2940	42602	45595	47280	47038	46680	47308	1/14/2020	1.33%	0.02%	3701	2185	1565	3859	1750	2149
4605	LANTANA RD	Military Tr	Lawrence Rd	6D	2940	41854	45429	47961	49357	49084	49382	1/13/2020	0.60%	0.98%	4045	2392	1676	3893	1632	2261
4665	LANTANA RD	Lawrence Rd	Congress Ave	6D	2940	47054	48924	49596	50923	50634	51023	1/13/2020	0.76%	0.95%	3971	2374	1597	4052	1726	2411
4623	LANTANA RD	Congress Ave	High Ridge Rd	6D	2940	41390	44905	45198	46300	48503	47213	1/13/2020	-2.73%	1.46%	3600	2179	1452	3677	1650	2043
4807	LANTANA RD	Redding Dr	Federal Hwy	5	1770	19392	18710	18494	18253	17922	17463	2/10/2020	-2.63%	-1.89%	1196	592	729	1292	587	727
4608	LAWRENCE RD	Lantana Rd	Hypoluxo Rd	2	880	11157	11341	10800	11977	11792	11633	1/7/2020	-1.37%	2.51%	1126	629	504	1027	593	459



State of Florida, USDA FSA, GeoEye, Maxar



 Project Site



**Figure:**  
**F-DOT 2016 Vs 2019 AADT**  
**Golden Road Apartments**



## **Exhibit 7: Committed Traffic**

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<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
	Input Data							
	ROAD NAME: 10th Ave N			STATION: 4203			Report Created	
	CURRENT YEAR: 2019			FROM: Midpoint			11/14/2020	
	ANALYSIS YEAR: 2025			TO: Florida Mango Rd				
	GROWTH RATE: -0.60%			COUNT DATE: 3/13/2019				
				PSF: 1				

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments Type % Complete

Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Buena Vista Commerce Park	2	0	2	2	2	0	NR	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	8	7	1	10	3	7	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	3	1	4	1	2	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	24	11	13	20	10	10	NR	0%
Akal Property	40	14	26	47	28	19	Res	0%
<del>Golden Roads Apartments</del>	0	0	0	0	0	0	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	12	6	5	37	18	19	NR	75%
RaceTrac Market	73	38	35	157	77	80	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
Total Committed Developments	272	133	138	518	264	253		
Total Committed Residential	60	26	33	78	41	35		
Total Committed Non-Residential	212	107	105	440	223	218		
Double Count Reduction	15	7	8	20	10	9		

Total Discounted Committed Developments 257 126 130 498 254 244

Historical Growth	-107	-59	-50	-113	-57	-56
Comm Dev+1% Growth	442	228	216	693	352	341
Growth Volume Used	442	228	216	693	352	341
Total Volume	3447	1889	1620	3864	1945	1919

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

Input Data

ROAD NAME: 10th Ave N STATION: 4203  
 CURRENT YEAR: 2019 FROM: S Congress Ave  
 ANALYSIS YEAR: 2025 TO: Midpoint  
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019  
 PSF: 1

Report Created  
 11/14/2020

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments Type % Complete

Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Buena Vista Commerce Park	2	0	2	2	2	0	NR	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	8	7	1	10	3	7	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	12	10	105	51	54	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	3	1	4	1	2	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	24	11	13	20	10	10	NR	0%
Akal Property	40	14	26	47	28	19	Res	0%
<del>Golden Roads Apartments</del>	0	0	0	0	0	0	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	12	6	5	37	18	19	NR	75%
RaceTrac Market	73	38	35	157	77	80	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
Total Committed Developments	272	135	136	518	261	256		
Total Committed Residential	60	26	33	78	41	35		
Total Committed Non-Residential	212	109	103	440	220	221		
Double Count Reduction	15	7	8	20	10	9		
Total Discounted Committed Developments	257	128	128	498	251	247		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	442	230	214	693	349	344		
Growth Volume Used	442	230	214	693	349	344		
Total Volume	3447	1891	1618	3864	1942	1922		

Lanes

	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

A B C D E F G H I

Input Data

ROAD NAME: 10th Ave N STATION: 4203 Report Created  
 CURRENT YEAR: 2019 FROM: Midpoint 11/14/2020  
 ANALYSIS YEAR: 2025 TO: Boutwell Rd  
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019  
 PSF: 1

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments	Type	% Complete
ADOPT A FAMILY	NR	100%
Dollar General Lake Worth	NR	0%
Lake Worth Corners	Res	0%
Lake Worth Middle School	NR	77.20%
Mavericks High School	NR	100%
Mid-County Center	NR	49%
Walmart-Palm Springs	NR	75%
2720 10th Avenue Medical Office	NR	100%
Race-Trac	NR	100%
The Village at Lake Worth	Res	100%
APEC Petroleum	NR	66%
Value Place Hotel	NR	100%
Village of Valor East	Res	0%
Waterville	Res	100%
Villages of Valor West	Res	0%
WAWA-Lakeworth & Congress	NR	100%
WAWA - SEC 10th and Military Trail	NR	0%
Akal Property	Res	0%
<del>Golden Roads Apartments</del>	<del>Res</del>	<del>0%</del>
Waterside Plaza	NR	75%
RaceTrac Market	NR	25%
Total Committed Developments		
Total Committed Residential		
Total Committed Non-Residential		
Double Count Reduction		
Total Discounted Committed Developments		
Historical Growth		
Comm Dev+1% Growth		
Growth Volume Used		
Total Volume		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO



A B C D E F G H I

Input Data

ROAD NAME: 10th Ave N STATION: 4203 Report Created  
 CURRENT YEAR: 2019 FROM: Midpoint 11/14/2020  
 ANALYSIS YEAR: 2025 TO: N Interstate 95  
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019  
 PSF: 1

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	133	60	73	40	20	19	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	16	13	3	19	7	12	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	8	1	7	8	6	3	Res	0%
Akal Property	67	44	23	79	32	47	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	14	7	8	45	23	22	NR	75%
Total Committed Developments	303	150	154	375	184	191		
Total Committed Residential	111	62	49	148	69	80		
Total Committed Non-Residential	192	88	105	227	115	111		
Double Count Reduction	28	16	12	37	17	20		
Total Discounted Committed Developments	275	134	142	338	167	171		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	460	236	228	533	265	268		
Growth Volume Used	460	236	228	533	265	268		
Total Volume	3465	1897	1632	3704	1858	1846		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	YES	YES

Input Data

ROAD NAME: 10th Ave N STATION: 4203  
 CURRENT YEAR: 2019 FROM: Boutwell Rd  
 ANALYSIS YEAR: 2025 TO: Midpoint  
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019  
 PSF: 1

Report Created  
 11/14/2020

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	29	16	13	8	4	4	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	16	13	3	19	7	12	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	8	1	7	8	6	3	Res	0%
Akal Property	67	44	23	79	32	47	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	14	7	8	45	23	22	NR	75%
Total Committed Developments	199	106	94	343	168	176		
Total Committed Residential	111	62	49	148	69	80		
Total Committed Non-Residential	88	44	45	195	99	96		
Double Count Reduction	18	9	9	37	17	19		
Total Discounted Committed Developments	181	97	85	306	151	157		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	366	199	171	501	249	254		
Growth Volume Used	366	199	171	501	249	254		
Total Volume	3371	1860	1575	3672	1842	1832		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	YES	YES	YES	NO	YES	YES

## **Exhibit 8: PBC Five Year Work Program**

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**PALM BEACH COUNTY FIVE YEAR ROAD PROGRAM - EXHIBIT A**

Mid-Year Adjustment Adopted - July 14, 2020

	FY 2020 BUDGETED	FY 2020 PROJECTED	FY 2021 PROJECTED	FY 2022 PROJECTED	FY 2023 PROJECTED	FY 2024 PROJECTED	TOTAL PROJECTED
Local Option Gas Taxes Total	49,679,000	51,393,000	52,420,000	52,420,000	52,420,000	52,420,000	261,073,000
LESS Mass Transit (Palm Tran) Share	(33,045,000)	(33,430,000)	(33,702,000)	(33,702,000)	(33,702,000)	(33,702,000)	-168,238,000
LESS Engineering Operating	(6,526,000)	(7,592,000)	(8,140,000)	(8,140,000)	(8,140,000)	(8,140,000)	-40,152,000
REMAINING ROAD PROGRAM ALLOCATION	10,108,000	10,371,000	10,578,000	10,578,000	10,578,000	10,578,000	52,683,000
LESS 5% STATUTORY RESERVES	(505,400)	0	(528,900)	(528,900)	(528,900)	(528,900)	-2,115,600
OCEAN AVENUE LOAN REPAYMENT	(1,050,848)	(1,050,848)	(1,046,190)	(1,041,037)	(1,035,387)	(1,031,692)	-5,205,154
<b>GAS TAX AVAILABLE FOR NEW ALLOCATIONS</b>	<b>8,551,752</b>	<b>9,320,152</b>	<b>9,002,910</b>	<b>9,008,063</b>	<b>9,013,713</b>	<b>9,017,408</b>	<b>45,362,246</b>
INTEREST EARNINGS	335,518	203,202	274,029	335,081	110,137	102,174	1,024,622
MISCELLANEOUS	11,817,200	1,917,200 A	7,705,000 B	7,615,640 C	750,000 D	0 E	17,987,840
IMPACT FEES USED FOR PROJECTS	38,740,000	19,995,000	51,183,000	28,247,000	12,058,000	19,055,000	130,538,000
PROPORTIONATE SHARE USED FOR PROJECTS	5,706,939	5,517,419	2,115,000	143,000	5,152,000	5,400,678	18,328,097
GAS TAX RESERVE USED FOR PROJECTS	25,000,000	11,000,000	18,400,000	24,500,000	2,000,000	1,200,000	57,100,000
TOTAL CURRENT REVENUES	90,151,409	47,952,973	88,679,939	69,848,784	29,083,850	34,775,260	270,340,805
BALANCES FORWARD	98,763	98,763	1,381,736	121,675	620,458	514,308	98,763
TOTAL REVENUES	90,250,172	48,051,736	90,061,675	69,970,458	29,704,308	35,289,568	270,439,568
PROJECT COSTS AS PROPOSED	90,060,000	46,670,000	89,940,000	69,350,000	29,190,000	35,200,000	270,350,000
REVENUES LESS PROJECT COSTS	190,172	1,381,736	121,675	620,458	514,308	89,568	89,568

General note on interest projections:

Interest earnings on gas taxes are shown on this sheet.

Interest earnings on impact fees remain within each impact fee area and are not shown above.

See Footnotes A, B C and D, on page 2 of 6

## Footnotes:

- A** Infrastructure Sales Tax includes **\$150,000** in FY 2020 and \$450,000 in FY 2023 for CR 880, Sam Senter Rd. over SFWMD Ocean Canal.  
 FDOT (anticipates CIGP funds) up to \$2,880,000 for right-of-way acquisition of Congress Ave., N. of Northlake Blvd. to Alt. A-1-A (\$380,000 in FY 2018, \$1,000,000 in FY 2019 and **\$1,500,000** in FY 2020)  
 Haverhill Commons **\$267,200** contribution for the construction of Haverhill Rd., S. of Ceceile Ave. to N. of Century Blvd.
- B** FDOT (anticipates CIGP funds) up to **\$505,000** for Construction/CEI in FY 2021 for SR 7/Weisman Way Intersection Improvements.  
 Infrastructure Sales Tax includes **\$500,000** in FY 2021 for Congress Ave. and Palm Beach Lakes Blvd. Intersection Improvements  
 Infrastructure Sales Tax includes **\$700,000** in FY 2021 for Florida Mango Rd. over LWDD L-8 Canal Bridge Construction  
 Infrastructure Sales Tax includes **\$6,000,000** in FY 2021 for 6th Ave. South over Lake Osborne Drive Bridge Construction
- C** Lyons Rd./Sansbury's Way, Forest Hill Blvd. to Okeechobee Blvd (Buffered Bike Lanes). This project was approved under TPA 2018 Local Initiative and based on the submitted estimates, Palm Beach County will have to fund design \$1,100,000 in FY 2020 and \$1,354,360 for Construction in FY 2022, FDOT will fund **\$4,215,640** (Total Construction Cost \$5,570,000).  
 Infrastructure Sales Tax includes **\$2,700,000** in FY 2022 for CR880 over C-51 Bridge construction.  
 Infrastructure Sales Tax includes **\$700,000** in FY 2022 for Florida Mango Rd. over LWDD L-9 Canal Bridge Construction
- D** Infrastructure Sales Tax includes \$150,000 in FY 2020 and **\$450,000** in FY 2023 for CR 880, Sam Senter Rd. over SFWMD Ocean Canal.  
 Infrastructure Sales Tax includes **\$300,000** in FY 2023 for Cresthaven Blvd., Jog Rd.to Military Tr. (Buffered Bike Lanes). Funding for this project was approved by the TPA 2020 Local Initiative Program and based on the submitted estimates, Palm Beach County will have to fund design & CEI of \$759,510. FDOT will fund construction of \$4,598,000 in FY 2025, (Total Construction Cost \$5,000,000).

## Mid-Year Adjustment Adopted - July 14, 2020

PROJECT	LIMITS	DESCRIPTION	FY 2020		FY 2021		FY 2022		FY 2023		FY 2024	
			Cost	Phase								
6th Ave. S.	over Lake Osborne Dr.	Bridge Replacement			8,500	C						
10th Ave. N.	Boutwell Rd.	Intersection Improvements			750	C						
45th St.	E. of Haverhill Rd. to E. of Military Trail	0.6 mi., 6 L			2,160	C						
60th St. N.	W. of 140th Ave. N. to Avocado Blvd.	0.8 mi., 3L	1,600	S/D/R			100	D/R/M				
60th St. N.	Avocado Blvd. to E. of 120th Ave. N.	1.6 mi. 3L	200	R/M			7,000	C				
Admin. Support/Equipment	Countywide	Staff support and Computer Equip. for Program	370	P								
Annual Contract Advertising	Countywide	Advertising	20	P								
Benoist Farms Rd.	S.R. 80 to Belvedere Rd.	0.9 mi, 3 L			5,200	C						
Blue Heron Blvd.	Australian Ave.	Intersection Improvements			350	C						
Blue Heron Blvd.	Congress Ave.	Intersection Improvements			400	C						
Boca Rio Rd.	Palmetto Park Rd. to Glades Rd.	1.3 mi, 4/5 L	10	D	1,700	D/R						
Camino Real	Military Trail to SW 7th Ave.	Milling, Resurfacing and Safety Improvements			840	C						
Center Street	Loxahatchee River Rd. to Alt. A-1-A	1.7 mi., 3 L							10	D	1,300	D/R
Church St.	Limestone Creek Rd. to W. of Central Blvd.	0.5 mi, 2 L	500	D/R			2,000	R/M/C				
Clint Moore Rd.	Oaks Club Drive to Long Lake Dr.	0.8 mi, 6 L			2,500	C						
Clint Moore Rd.	Jog Rd.	Intersection Improvements			780	C						
Clint Moore Rd.	Military Tr.	Intersection Improvements	1,700	R			1,600	C				
Coconut Blvd.	S. of 78th Place North to S. of Northlake Blvd.	1.3 mi. 5 L			1,500	R					4,300	C
Congress Ave.	Palm Beach Lakes Blvd.	Intersection Improvements			2,000	C						
Congress Ave.	N. of Northlake Blvd. to Alt. A-1-A	0.6 mi, 2 L & 3 L	3,000	R			6,000	R/C				
CR 880	Belle Glade to Twenty Mile Bend	Rehabilitation/Heavy Maintenance	1,000	C								
CR 880	Sam Senter Rd. over SFWMD Ocean Canal	Intersection Improvements & Bridge Replacement	1,300	D/R/M					2,500	C		
CR 880	over C-51 Canal	Bridge Replacement					3,500	C				
Cresthaven Blvd.	Jog Rd. to Military Tr.	Buffered Bike Lanes							450	D		
Donald Ross Rd.	Bascule Bridge	Equipment					8,000	C				
Donald Ross Rd.	Prosperity Farms Rd. to E. of Ellison Wilson Rd.	0.7 mi, 6 L	550	D/R							1,900	C
Flavor Pict Rd.	Lyons Rd. to Hagen Ranch Rd.	1.7 mi, 4 L							10	D	4,780	S/D/R

\*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment

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**TRANSMITTAL LETTER**

**VIA:** Hand Delivery  
**TO:** Palm Beach County Traffic Division  
2300 North Jog Road, 3<sup>rd</sup> Floor  
West Palm Beach, FL 33411

**TRANSMITTING:** Report Golden Road Apt.  
**DATE:** November 30, 2020  
**PH:** (561)687-2220

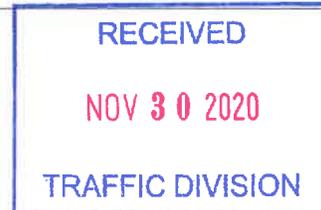
(cannot be sent without phone number)

**PROJECT NAME:** Golden Road Apartments  
**PROJECT NO:**  
**WGI NO:** 2156.03  
**SUBJECT:** Golden Road Apartments - Traffic Study and Fee Invoice

**THESE ARE TRANSMITTED:** As Requested

COPIES	DATE	DESCRIPTION
1	11/30/2020	Traffic Concurrency Analysis
1	11/30/2020	TPS Review Fee - \$1,022.40 check - Check #6796

**COMMENTS:**



**COPIES TO:**

**WGI, Inc.**  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone: 561.687.2220 Fax: 561.687.1110  
[WGIInc.com](http://WGIInc.com)

**FILE:**

**BY:** \_\_\_\_\_  
Connor Bailey  
Planner

## Juan Ortega

---

**From:** Hanane Akif <HAKif@pbcgov.org>  
**Sent:** Tuesday, December 1, 2020 10:33 AM  
**To:** Juan Ortega  
**Subject:** RE: Golden Road - Lake Worth Beach TPS Review  
**Attachments:** SKM\_C55820120111190.pdf

---

**From:** Hanane Akif  
**Sent:** Tuesday, December 1, 2020 10:32 AM  
**To:** 'Juan Ortega' <jortega@jfo.us>  
**Subject:** RE: Golden Road - Lake Worth Beach TPS Review

Received.

---

**From:** Juan Ortega [<mailto:jortega@jfo.us>]  
**Sent:** Monday, November 30, 2020 12:43 PM  
**To:** Hanane Akif <[HAKif@pbcgov.org](mailto:HAKif@pbcgov.org)>  
**Subject:** Golden Road - Lake Worth Beach TPS Review

Good afternoon Hanane, a hard copy of the Golden Road TPS Traffic Analysis was delivered to the County earlier today along with the TPS review fee. Attached is an electronic copy for your convenience. Could you please confirm that you received the hard copy?



Dr. Juan F. Ortega, PE  
JFO GROUP INC  
6671 W. Indiantown Road • Suite 50-324 • Jupiter, FL  
T: (561) 462-5364 • C: (561) 512-7556 • F: (561) 465-8044  
[JOrtega@jfo.us](mailto:JOrtega@jfo.us)



---

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Yoan Machado  
Project Manager  
WGI, Inc  
2035 Vista Parkway  
West Palm Beach, FL 33411

**Re: Golden Road - Parking Analysis**  
**PCNs 38-43-44-20-01-004-0030/-0060/-0080/-0120/-0010/-026-0010**

Dear Yoan,

JFO Group Inc. has been retained to prepare a parking demand statement associated with a reduction in the required number of parking spaces per City of Lake Worth Beach Code of Ordinances Sec. 23.4-10 Off-Street Parking Requirements for the Golden Road project.

The *Golden Road Property* project is located just west of Boutwell Road, north of 10<sup>th</sup> Avenue in the City of Lake Worth Beach, Florida. Parcel Control Numbers associated with this project are 38-43-44-20-01-004-0030/-0060/-0080/-0120/-0010/-026-0010. Figure 1 shows the project location in relation to the transportation network.

Exhibit 1 includes a copy of the proposed site plan for the Golden Road project. As shown in the proposed site plan, the subject site is proposing 230 Apartment Homes. According to Sec. 23.4-10. of the City's Code of Ordinances, 379<sup>1</sup> parking spaces are required while 360<sup>2</sup> parking spaces are being provided.



**Figure 1 : Project Location**

Exhibit 2 shows Parking Demand calculations for multifamily housing (ITE LU 221) using the Institute of Transportation Engineers (ITE) Parking Generation Manual, 5<sup>th</sup> Edition. Parking demand was calculated based on total number of Bedrooms, Dwelling Units, and, Occupied Dwelling Units. Table 1 summarizes parking demand calculations for the Golden Road project comparing required parking by Code vs parking demand from ITE Parking Manual.

<sup>1</sup> 1 Bedroom (104 Units @ 1.5 Sp/Unit) = 156 Spaces  
2 Bedroom (117 Units @ 1.75 Sp/Unit) = 205 Spaces  
3 Bedroom (9 Units @ 2 Sp/Unit) = 18 Spaces

<sup>2</sup> 270 Standard Spaces + 82 Compact Parking Spaces + 32 Bike Racks (8 Spaces)

**Table 1: Parking Demand Summary**

Independent Variable	Intensity	Fitted Curve Equation	Average	85 <sup>th</sup> Percentile	Calculated Parking Demand <sup>2</sup>	Required Parking	Proposed Parking
Bedrooms	365 <sup>1</sup>	$P=0.82(X)-20.37$	0.75	0.87	274 - 318	379	360
Dwelling Units	230	$P=1.34(X)-8.73$	1.31	1.47	300 - 338		
Occupied Dwelling Units	230	$P=1.34(X)-5.76$	1.32	1.51	302 - 347		

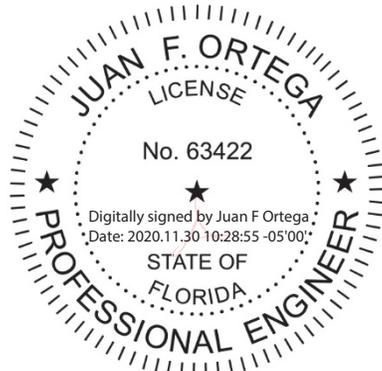
<sup>1</sup> 104 Units × (1 Bedroom) + 117 Units × (2 Bedrooms) + 9 Units × (3 Bedrooms) = 365 Bedrooms

<sup>2</sup> Bottom range is the highest of the equation vs the average while the top range is the 85<sup>th</sup> Percentile demand.

Consequently, given the Multifamily Housing (ITE LU 221) parking demand rates included in the 5<sup>th</sup> Edition of the ITE Parking Generation Manual, we are respectfully requesting that 360 parking spaces are provided at the Golden Road project instead of the 379 parking spaces required by the City of Lake Worth Beach Code of Ordinances. This proposed technical deviation is the minimum deviation necessary to make the best use of the property.

Sincerely,

**JFO GROUP INC**  
COA Number 32276



Enclosures: Exhibit 1: Proposed Site Plan  
Exhibit 2: Parking Generation



# Land Use: 221 Multifamily Housing (Mid-Rise)

## Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

## Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (one general urban/suburban study site), a Saturday (two general urban/suburban study sites), and a Sunday (one dense multi-use urban study site).

Hour Beginning	Percent of Peak Parking Demand		
	Weekday	Saturday	Sunday
12:00–4:00 a.m.	100	100	100
5:00 a.m.	94	99	–
6:00 a.m.	83	97	–
7:00 a.m.	71	95	–
8:00 a.m.	61	88	–
9:00 a.m.	55	83	–
10:00 a.m.	54	75	–
11:00 a.m.	53	71	–
12:00 p.m.	50	68	–
1:00 p.m.	49	66	33
2:00 p.m.	49	70	40
3:00 p.m.	50	69	27
4:00 p.m.	58	72	13
5:00 p.m.	64	74	33
6:00 p.m.	67	74	60
7:00 p.m.	70	73	67
8:00 p.m.	76	75	47
9:00 p.m.	83	78	53
10:00 p.m.	90	82	73
11:00 p.m.	93	88	93

## Additional Data

In prior editions of *Parking Generation*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of parking demand data found no clear differences in parking demand between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

The average parking supply ratios for the study sites with parking supply information are shown in the table below.

Setting	Proximity to Rail Transit	Parking Supply Ratio	
		Per Dwelling Unit	Per Bedroom
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, District of Columbia, Maryland, Massachusetts, New Jersey, New York, Oregon, Virginia, Washington, and Wisconsin.

*It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.*

## Source Numbers

21, 209, 247, 255, 277, 401, 402, 419, 505, 512, 522, 533, 535, 536, 537, 538, 545, 546, 547, 575, 576, 577, 579, 580, 581, 583, 584, 585, 587

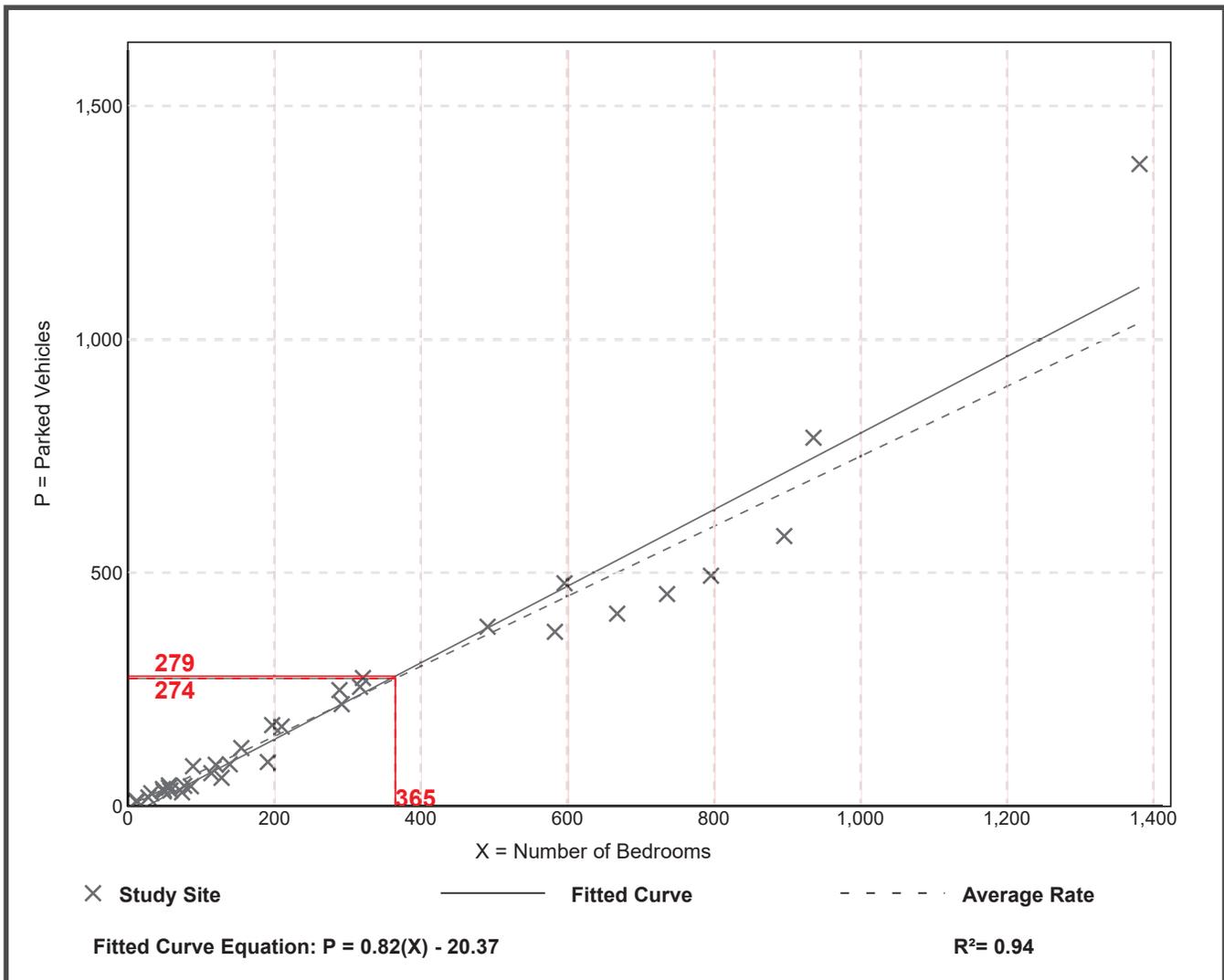
# Multifamily Housing (Mid-Rise) (221)

Peak Period Parking Demand vs: **Bedrooms**  
 On a: **Weekday (Monday - Friday)**  
 Setting/Location: **General Urban/Suburban (no nearby rail transit)**  
 Peak Period of Parking Demand: **10:00 p.m. - 5:00 a.m.**  
 Number of Studies: 35  
 Avg. Num. of Bedrooms: 294

## Peak Period Parking Demand per Bedroom

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.75	0.41 - 1.00	0.65 / 0.87	0.70 - 0.80	0.15 (20%)

## Data Plot and Equation



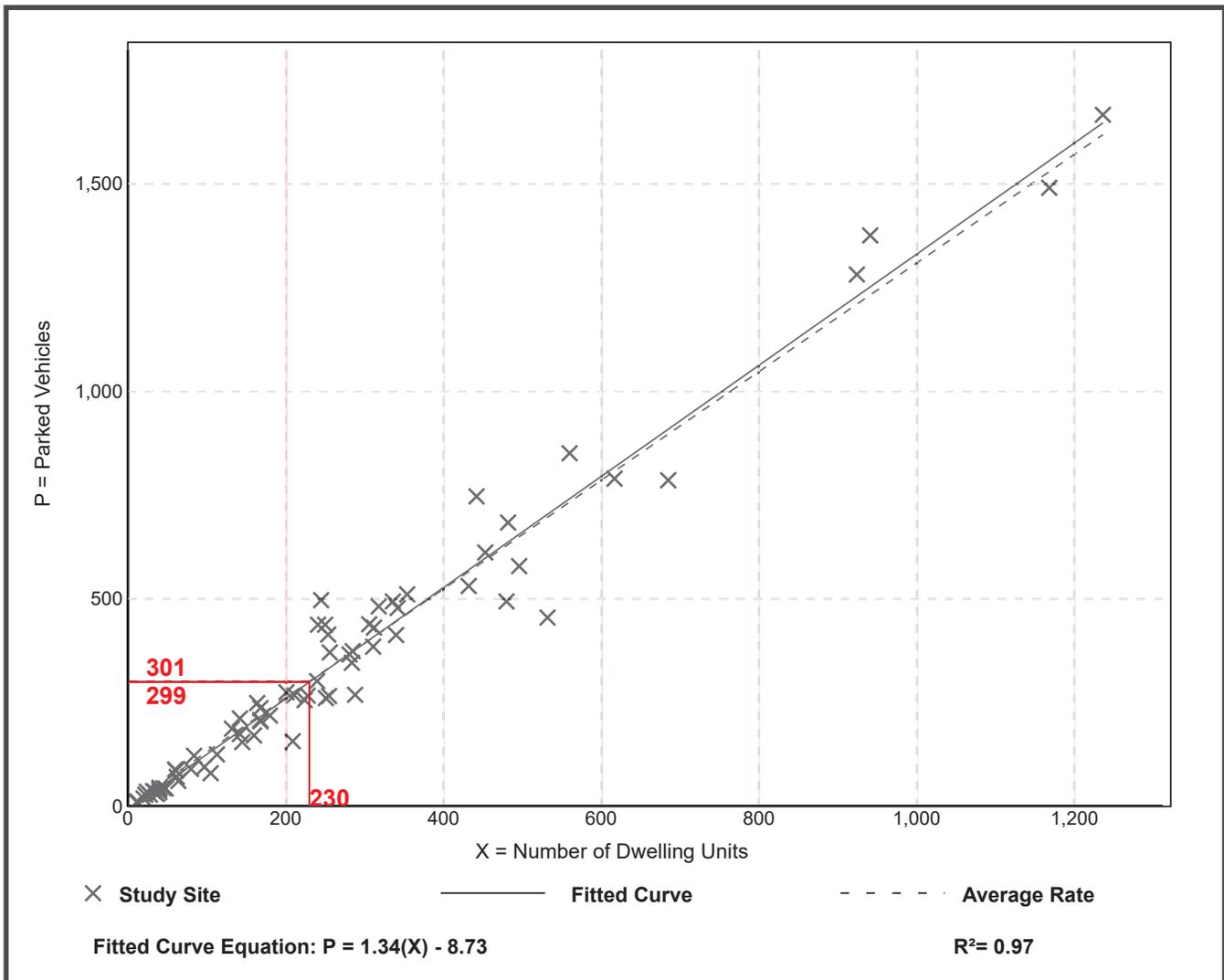
# Multifamily Housing (Mid-Rise) (221)

**Peak Period Parking Demand vs:** Dwelling Units  
**On a:** Weekday (Monday - Friday)  
**Setting/Location:** General Urban/Suburban (no nearby rail transit)  
**Peak Period of Parking Demand:** 10:00 p.m. - 5:00 a.m.  
 Number of Studies: 73  
 Avg. Num. of Dwelling Units: 261

## Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.31	0.75 - 2.03	1.13 / 1.47	1.26 - 1.36	0.22 (17%)

## Data Plot and Equation



# Multifamily Housing (Mid-Rise) (221)

Peak Period Parking Demand vs: **Occupied Dwelling Units**

On a: **Weekday (Monday - Friday)**

Setting/Location: **General Urban/Suburban (no nearby rail transit)**

Peak Period of Parking Demand: **10:00 p.m. - 5:00 a.m.**

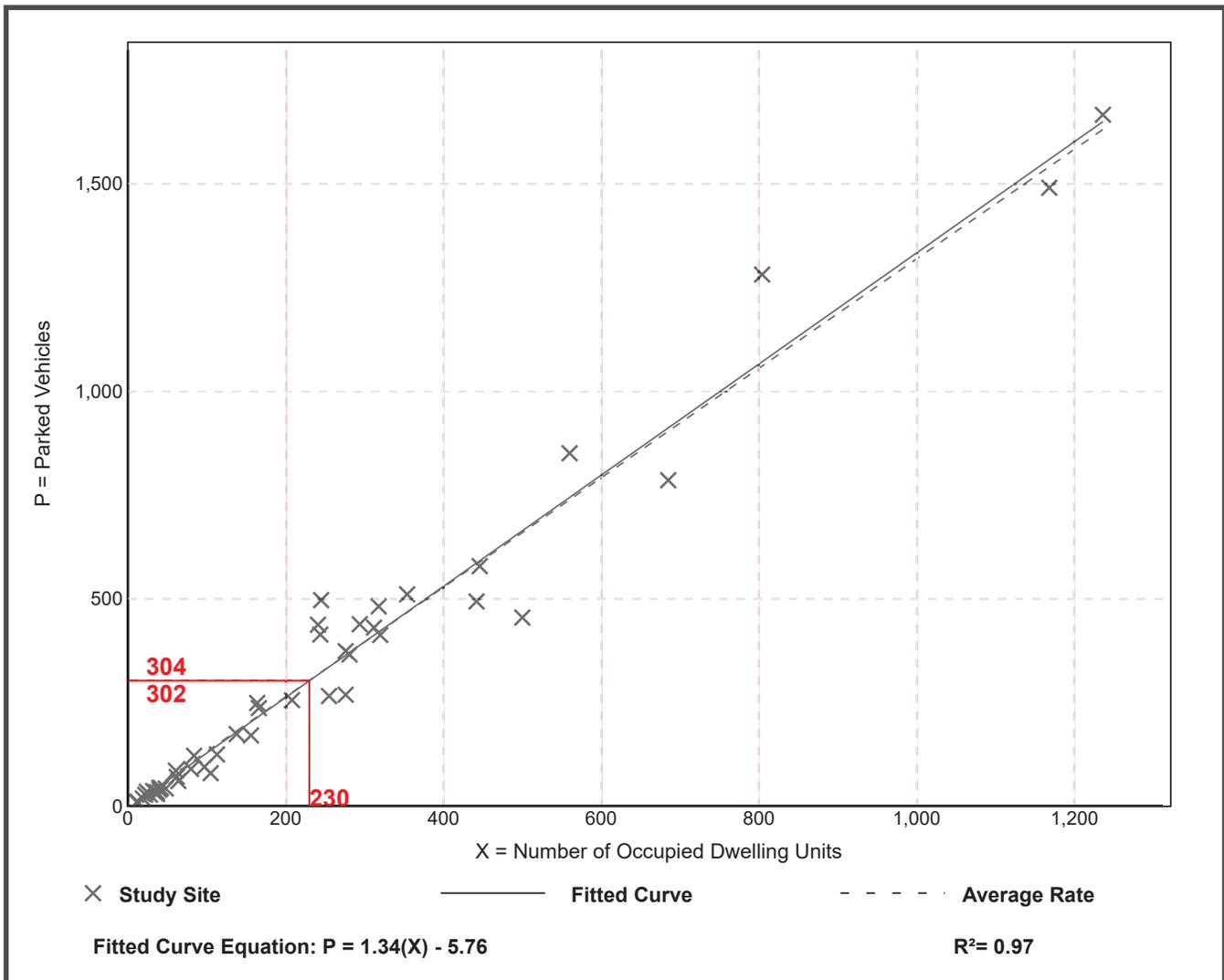
Number of Studies: 48

Avg. Num. of Occupied Dwelling Units: 234

## Peak Period Parking Demand per Occupied Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.32	0.75 - 2.03	1.04 / 1.51	1.25 - 1.39	0.24 (18%)

## Data Plot and Equation





December 18, 2020

Dr. Juan F. Ortega, PE  
JFO Group Inc.  
6671 W Indiantown Road, Suite 50-324  
Jupiter, FL 33458

**Department of Engineering  
and Public Works**

P.O. Box 21229  
West Palm Beach, FL 33416-1229  
(561) 684-4000  
FAX: (561) 684-4050  
www.pbcgov.com

**RE: Golden Road  
Project #: 201201  
Traffic Performance Standards Review**

Dear Dr. Ortega:

The Palm Beach County Traffic Division has reviewed the **Golden Road** Traffic Impact Statement, revised December 7, 2020, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

**Palm Beach County  
Board of County  
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

<b>Municipality:</b>	Lake Worth Beach
<b>Location:</b>	North side of 10 <sup>th</sup> Avenue, west of Boutwell Road
<b>PCN:</b>	38-43-44-20-01-026-0010 (additional PCNs in file)
<b>Access:</b>	One full access driveway connection onto 10 <sup>th</sup> Avenue <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
<b>Existing Uses:</b>	Vacant
<b>Proposed Uses:</b>	Mid-rise Multi-Family Residential = 230 DU
<b>New Daily Trips:</b>	1,251
<b>New Peak Hour Trips:</b>	83 (22/61) AM; 101 (62/39) PM
<b>Build-out:</b>	December 31, 2025

**County Administrator**

Verdenia C. Baker

Based on the review, the Traffic Division has determined that the proposed development **meets** the Traffic Performance Standards of Palm Beach County.

The followings should be addressed for site access:

1. The driveway location is not shown correctly. The minimum separation between the existing driveway to the west and new driveway will be 150' not 125'.
2. The very minimum turnaround for not admitted vehicles should accommodate SU-30 type of vehicles as Amazon Prime, UPS or FedEx. Shown entrance will not provide sufficient turnaround width.
3. Please label R/W dedication width. Note 10<sup>th</sup> Avenue N is being updated to 110 foot ROW on the TIM, so half of that width must be dedicated from the centerline of the road.
4. The drawing shows bus shelter on the site- will buses be entering the development?
5. Proposed modifications to 10<sup>th</sup> Avenue must be shown.

*"An Equal Opportunity  
Affirmative Action Employer"*



Dr. Juan F. Ortega, PE  
December 18, 2020  
Page 2

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

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

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email [QBari@pbcgov.org](mailto:QBari@pbcgov.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "Quazi Bari".

Quazi Bari, P.E., PTOE  
Manager – Growth Management  
Traffic Division

QB:HA:jc

cc: Addressee

Erin Fitzhugh Sita, AICP, Assistant Director-Planning, Zoning, & Preservation Community  
Sustainability Department, City of Lake Worth Beach  
Harane Akif, E.I., Project Coordinator II, Traffic Division  
Bogdan Piorkowski, P.E., Sr. Prof. Engineer, Traffic Division  
Steve Bohovsky, Technical Assistant III, Traffic Division

File: . General - TPS - Mun - Traffic Study Review  
F:\TRAFFIC\HAMUNICIPALITIES\APPROVALS\2020\201201 - GOLDEN ROAD.DOCX

# Sustainable Bonus Incentive Program



All development proposals seeking increased height above two stories, or additional FAR, as each may be allowed in a zoning district, shall submit this Sustainable Bonus Incentive Program Application. The application shall accompany the standard City of Lake Worth Universal Development Application for the development proposal.

Two hard copies and one electronic copy of the following materials are required in order for a Sustainable Bonus Incentive Program Application to be deemed complete and sufficient to present to the decision making board.

The Sustainable Bonus Incentive calculations are based on the gross square footage of the bonus height or intensity requested. The additional gross square footage amount is multiplied by \$5 per square foot ("Value Multiplier") in order to determine the value of the additional improvements to be provided for the project.

**1. Please indicate whether the development proposal includes bonus height or bonus intensity:**

a.  Bonus Height

i. No. of Additional Stories: Bldg Type I-II (1 story) Bldg Type III-IV (2 stories) ("Bonus Height")

ii. Additional Gross Floor Area: 128,499 ("Bonus Area")

b.  Bonus Intensity

i. Additional Floor Area Ratio: \_\_\_\_\_ ("Bonus Intensity")

ii. Additional Gross Floor Area: \_\_\_\_\_ ("Bonus Area")

**2. Multiply the Bonus Area by the Value Multiplier to determine the value of required improvements.**

a. 128499 square feet x \$5 = \$ 642,495x50% (FL Green Bldg Certification)  
Bonus Area Value of Required Improvements

**3. Indicate the type and value of the community benefit proposed to qualify for the Bonus Area:**

a.  On-Site Features and Improvements; Value: \$ 494,750

b.  Off-Site Features and Improvements; Value: \$ \_\_\_\_\_

c.  Fee In Lieu; Amount: \$ \_\_\_\_\_

**4. Attach to this application a separate sheet with a detailed description of the proposed improvement and valuation of the same.**



Community Benefits Requirement Calculation			
Community Benefit Requirement	128,499 SF x \$5.00/SF	\$642,495	Because project is residential in nature the per unit cost of the community benefit requirement could be broken down by dividing the overall community benefit dollar requirement by the number of units = \$642,495/230 units = \$2,793.45/unit
Additional Units	38 DUs over x 889.3sf avg unit = 33,793.4 x \$10sf	\$337,934	Number of units above the standard density, allowed through the Planned Development and Sustainable Bonus Program
Florida Green Building Certification Reduction (50%)	\$980,429 x 50% = \$490,214.5	\$490,215	The Applicant agrees to condition of approval to obtain Florida Green Building Certification by the time of CO for the project.
CATEGORY	COMMUNITY BENEFIT PROVIDED	\$ VALUE	NOTES
<b>Public Amenity:</b> 10th Avenue ROW dedication	Additional ROW along 10th Avenue North to address traffic concerns.	\$33,000	Please refer to the submitted appraisal report for details regarding the 14' ROW dedication.
<b>Public Amenity:</b> Sidewalk along 10th Avenue North	Meandering sidewalk along the 10th Avenue North ROW provides connectivity and alternative mobility options for pedestrians.	\$8,000	Cost estimate assumes \$35/LF with (5' wide, 4" thick sidewalk at 230LF).
<b>Public Amenity:</b> Pool & Deck Area	Community space provided through access to a community pool that is not required by the municipal code.	\$50,000	Based on a 2,699 square foot pool area.
<b>Public Amenity:</b> Cabana	Community space provided through access to a cabana that is not required by the municipal code.	\$151,250	Assumes a cabana size of 1,375 square feet and a cost per square foot of \$110 (1,375 SF x \$110/SF = \$151,250)
<b>Public Amenity:</b> Fitness Area	Community space provided through access to a fitness area that is not required by the municipal code.	\$202,500	Based on a 1,500 square feet Fitness Area at Clubhouse
<b>School Bus Shelter</b>	Community space provided through access to 10x15 feet shelter that is not required by the municipal code.	\$15,000	Bus shelter station
<b>Dog Park</b>	Community space provided through access to 2,400 SF that is not required by the municipal code.	\$10,000	Area to include seating area, water station, and lighting, landscape and shade trees,
<b>Public Amenity:</b> Tot Lot	Community space provided through access to a tot lot that is not required by the municipal code.	\$25,000	Based on a 964 square foot standard tot lot.
<b>Total Sustainable Bonus Program Provided</b>		<b>\$494,750</b>	
<b>Total Sustainable Bonus Program Required</b>		<b>\$490,215</b>	
<b>Sustainable Bonus Program Surplus</b>		<b>\$4,536</b>	

\$490,215

**GOLDEN ROAD APARTMENTS  
Site Photos**



**EAST – ADJACENT SURROUNDING SITE**



**EAST – ADJACENT SURROUNDING SITE**



**EAST – ADJACENT SURROUNDING SITE**



**EAST – ADJACENT**



**EAST - ADJACENT**



**SUBJECT SITE**



**SUBJECT SITE**



**SUBJECT SITE**



**SOUTH – ADJACENT SURROUNDING SITE**



**SOUTH – ADJACENT SURROUNDING SITE**



**SOUTH – ADJACENT**



**SOUTH – ADJACENT**



**SOUTH – ADJACENT**



**SOUTH – ADJACENT**



**SOUTH - VIEW**



**SOUTH - VIEW**



**SOUTH – VIEW**



**SOUTH – VIEW**



**SOUTH - VIEW**



**WEST - ADJACENT**



**WEST – ADJACENT**



**WEST – ADJACENT**



**WEST – ADJACENT**



**WEST – ADJACENT**



**WEST – VIEW**



**WEST – VIEW**



**WEST - VIEW**



**WEST - VIEW**



**WEST - VIEW**



**WEST - VIEW**



CFN 20140418966  
 OR BK 27154 PG 1661  
 RECORDED 11/10/2014 15:57:03  
 Palm Beach County, Florida  
 ANT 10.00  
 Doc Stamp 0.70  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1661 - 1662; (2pgs)

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
 WILL CALL 211  
 Leslie Robert Evans, Esq.  
 Leslie Robert Evans & Associates, P.A.  
 214 Brazilian Avenue, Suite 200  
 Palm Beach, Florida 33480  
 Our File No.: 1861-105  
 Property Appraisers Parcel Identification (Folio) Numbers: 00-43-44-20-01-004-0010

SPACE ABOVE THIS LINE FOR RECORDING DATA

# WARRANTY DEED

**THIS WARRANTY DEED**, made the 27<sup>th</sup> day of September, 2013 by LW10TH INC., A FLORIDA CORPORATION, herein called the grantor, to LAKE WORTH INVESTMENT GROUP LLC. A FLORIDA LIMITED LIABILITY COMPAMY whose post office address is 4005 NW 114TH AVENUE, SUITE 5, DORAL, FL 33178, hereinafter called the Grantee:

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

**WITNESSETH:** That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

All that part of Tract 4 MODEL LAND CO. SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, recorded in Plat Book 5, Page 79, as described as follows:

Beginning at a point 20 feet North of the South line of said Tract 4 and 220 feet West of the East line of said Tract 4, said point being the Southwest corner of the property conveyed to J. Floyd Pollock and wife, and running thence North a distance of 168 feet along the West line of the land so conveyed to Pollock and the West line of the land conveyed to Clinton Noble and wife by Deed recorded in Deed Book 821, Page 1, Palm Beach County, Florida records, to the Northwest corner of the land so conveyed to said Noble; thence running West on a line parallel to the South line of said Tract 4, a distance of 100 feet; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to the North line of roadway; thence East along the North line of said roadway, a distance of 100 feet to the Point of Beginning, less and excepting the West 9 feet thereof, using the East 9 feet of the property conveyed to Joseph Kanfoush and Rita M. Kanfoush, his wife by Deed recorded in Official Record Book 2857, Page 1123, together with an easement over the 20 foot roadway running along the South line of Tract 4 to the county road.

**Subject to easements, restrictions and reservations of record and to taxes for the year 2014 and thereafter.**

**THIS DEED IS BEING EXECUTED AND DELIVERED AS TO A PARCEL THAT WAS TO BE INCLUDED IN THE LEGAL DESCRIPTION OF THAT CERTAIN DEED RECORDED OCTOBER 1, 2013 IN OFFICIAL RECORD BOOK 26358, PAGE 1677, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA - THEREFORE, DOCUMENTARY STAMPS FOR THE CONVEYANCE WERE PAID IN FULL.**

**TOGETHER**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **TO HAVE AND TO HOLD**, the same in fee simple forever.

WARRANTY DEED

PAGE TWO

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness #1 Signature

NAHICA RAMOS  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

C.M. Hilgendorf  
Witness #2 Printed Name

LW10TH INC., A FLORIDA CORPORATION  
[Signature]  
LESLIE R. EVANS, PRESIDENT

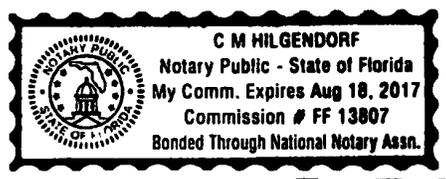
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of NOV ~~October~~, 2014 by LESLIE R. EVANS, PRESIDENT of LW10TH INC., A FLORIDA CORPORATION on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

SEAL

[Signature]  
Notary Signature  
C.M. Hilgendorf  
\_\_\_\_\_  
Printed Notary Signature

My Commission Expires:





PREPARED BY AND RETURN TO:  
**WILL CALL BOX NO. 211**  
 Leslie Robert Evans & Associates, P.A.  
 214 Brazilian Avenue, Suite 200  
 Palm Beach, Florida 33480  
 Our File No.: 1861-105

CFN 20130431085  
 OR BK 26358 PG 1677  
 RECORDED 10/01/2013 14:15:42  
 Palm Beach County, Florida  
 AMT 925,000.00  
 Doc Stamp 6,475.00  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1677 - 1681; (5pgs)

Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is \$925,000.00. Florida Documentary Stamps in the amount of \$6,475.00 have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

## WARRANTY DEED

**THIS WARRANTY DEED**, made the 21<sup>st</sup> day of **September, 2013**, by

**LW10TH INC., A FLORIDA CORPORATION**, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

**LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose post office address is: **4005 NW 114<sup>th</sup> Avenue, Suite 5, Doral, Florida, 33178**, hereinafter called the Grantee:

*(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)*

**W I T N E S S E T H:** That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.**

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

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.



PREPARED BY AND RETURN TO:  
**WILL CALL BOX NO. 211**  
Leslie Robert Evans & Associates, P.A.  
214 Brazilian Avenue, Suite 200  
Palm Beach, Florida 33480  
Our File No.: **1861-105**

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**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.**

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

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

*Lorraine M. Corcoran*  
 Witness #1 Signature

Lorraine M. Corcoran  
 Witness #1 Printed Name

*Cardice L. Gordon*  
 Witness #2 Signature

Cardice L. Gordon  
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: *Leslie R. Evans*  
 Leslie R. Evans, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

SEAL

My Commission Expires:

Certified COPY

*Lorraine M. Corcoran*  
 Notary Public



# Exhibit "A"

## LEGAL DESCRIPTION

**PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):**

**That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.**

**LESS the East 220 feet of said Tract 27.**

**AND LESS a parcel of land out of said Tract 26, described as follows:**

**Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.**

**AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.**

**PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:**

**Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.**

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**BEGINNING** at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy



PREPARED BY AND RETURN TO:  
**WILL CALL BOX NO. 211**  
Leslie Robert Evans & Associates, P.A.  
214 Brazilian Avenue, Suite 200  
Palm Beach, Florida 33480  
Our File No.: **1861-105**

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Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is **\$925,000.00**. Florida Documentary Stamps in the amount of **\$6,475.00** have been paid hereon.

\_\_\_\_\_  
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## **WARRANTY DEED**

**THIS WARRANTY DEED**, made the 21<sup>st</sup> day of September, 2013, by

**LW10TH INC., A FLORIDA CORPORATION**, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

**LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose post office address is: **4005 NW 114<sup>th</sup> Avenue, Suite 5, Doral, Florida, 33178**, hereinafter called the Grantee:

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**W I T N E S S E T H:** That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.**

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

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran  
 Witness #1 Signature

Lorraine M. Corcoran  
 Witness #1 Printed Name

Cardice L. Gordon  
 Witness #2 Signature

Cardice L. Gordon  
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: Leslie R. Evans  
 Leslie R. Evans, President

STATE OF FLORIDA

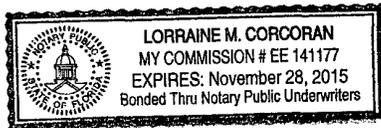
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

SEAL

My Commission Expires:

Lorraine M. Corcoran  
 Notary Public



Certified COPY

# Exhibit "A"

## LEGAL DESCRIPTION

**PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):**

**That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.**

**LESS the East 220 feet of said Tract 27.**

**AND LESS a parcel of land out of said Tract 26, described as follows:**

**Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.**

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 Witness #1 Signature

Lorraine M. Corcoran  
 Witness #1 Printed Name

Cardice L. Gordon  
 Witness #2 Signature

Cardice L. Gordon  
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: Leslie R. Evans  
 Leslie R. Evans, President

STATE OF FLORIDA

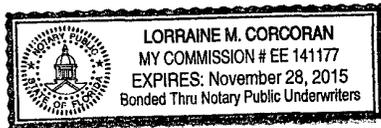
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 Notary Public



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**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.**

This is not a certified copy



PREPARED BY AND RETURN TO:  
**WILL CALL BOX NO. 211**  
Leslie Robert Evans & Associates, P.A.  
214 Brazilian Avenue, Suite 200  
Palm Beach, Florida 33480  
Our File No.: **1861-105**

CFN 20130431085  
OR BK 26358 PG 1677  
RECORDED 10/01/2013 14:15:42  
Palm Beach County, Florida  
AMT 925,000.00  
Doc Stamp 6,475.00  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1677 - 1681; (5pgs)

Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is **\$925,000.00**. Florida Documentary Stamps in the amount of **\$6,475.00** have been paid hereon.

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDING DATA

## **WARRANTY DEED**

**THIS WARRANTY DEED**, made the 21<sup>st</sup> day of September, 2013, by

**LW10TH INC., A FLORIDA CORPORATION**, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

**LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose post office address is: **4005 NW 114<sup>th</sup> Avenue, Suite 5, Doral, Florida, 33178**, hereinafter called the Grantee:

*(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)*

**W I T N E S S E T H:** That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.**

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

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

*Lorraine M. Corcoran*  
 Witness #1 Signature

Lorraine M. Corcoran  
 Witness #1 Printed Name

*Cardice L. Gordon*  
 Witness #2 Signature

Cardice L. Gordon  
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: *Leslie R. Evans*  
 Leslie R. Evans, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

SEAL

My Commission Expires:

Certified COPY

*Lorraine M. Corcoran*  
 Notary Public



# Exhibit "A"

## LEGAL DESCRIPTION

**PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):**

**That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.**

**LESS the East 220 feet of said Tract 27.**

**AND LESS a parcel of land out of said Tract 26, described as follows:**

**Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.**

**AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.**

**PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:**

**Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.**

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

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PREPARED BY AND RETURN TO:  
**WILL CALL BOX NO. 211**  
Leslie Robert Evans & Associates, P.A.  
214 Brazilian Avenue, Suite 200  
Palm Beach, Florida 33480  
Our File No.: **1861-105**

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Pgs 1677 - 1681; (5pgs)

Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is **\$925,000.00**. Florida Documentary Stamps in the amount of **\$6,475.00** have been paid hereon.

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## **WARRANTY DEED**

**THIS WARRANTY DEED**, made the 21<sup>st</sup> day of September, 2013, by

**LW10TH INC., A FLORIDA CORPORATION**, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

**LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose post office address is: **4005 NW 114<sup>th</sup> Avenue, Suite 5, Doral, Florida, 33178**, hereinafter called the Grantee:

*(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)*

**W I T N E S S E T H:** That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.**

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

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran  
 Witness #1 Signature

Lorraine M. Corcoran  
 Witness #1 Printed Name

Cardice L. Gordon  
 Witness #2 Signature

Cardice L. Gordon  
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: Leslie R. Evans  
 Leslie R. Evans, President

STATE OF FLORIDA

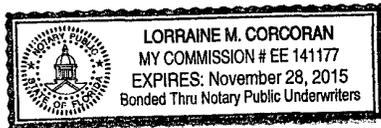
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

SEAL

My Commission Expires:

Lorraine M. Corcoran  
 Notary Public



Certified COPY

# Exhibit "A"

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**AND**

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This is not a certified copy

**Attachment D: Site Photos**



West view of subject site



Southwest view of subject site



North view of subject site



West view of subject site

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

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

**SUMMARY:**

Consideration of Ordinance 2021-01 amending Chapter 23 “Land Development Regulations” of the City's Code of Ordinances as follows:

- Article 1, Section 23.1-12 - Definitions
- Article 2, Section 23.2-16 Quasi-judicial Procedures
- Article 3, Section 23-3.6 – Use Tables
- Article 4, [NEW SECTION] Section 23.4-23 – Take Out Establishments

**BACKGROUND AND JUSTIFICATION:**

The subject amendments to the City’s Land Development Regulations (LDR) were drafted to respond to changing market conditions related to an increased demand for take-out services during the Covid-19 emergency and to address several minor amendments to definitions and use review processes. The amendments also include changes related to a new continuance for affected parties that was adopted in 2020 to allow an affected party time to hire legal counsel or a professional services consultant, and as related to neighborhood concerns and new evidence. Per Florida Statute 166.033, local governments have 180 days to actively process applications for development. Therefore, the subject amendments clarify that the intent of Ordinance 20202-14 was to allow only one (1) continuance for all affected parties as consistent with time limitations set forth in Florida law and not one (1) continuance per each affected party. The amendments are summarized below by topic:

**Take-out Establishment Use:** The proposed amendments will create new definitions and development standards related to take-out uses and to identify where such uses are allowed by zoning district in the use table.

**Quasi-judicial Procedures (Continuances):** The proposed amendments will provide clarity on the maximum number of continuances for affected parties as consistent with time limitations set forth in Florida law.

**Minor Amendments:** The proposed amendments are related to the modification and addition of new and existing definitions for heavy equipment rental, truck rental and medical office uses for clarity, and to update review processes for uses in the use table related to museums, art

schools, and art and photography galleries, and to clarify in the use table that residential uses over 7,500 sf are conditional uses.

At the March 3, 2021 advisory board meeting, the Planning & Zoning Board discussed the amendments and recommended unanimously for the City Commission to approve the proposed amendments. At the March 10, 2021 advisory board meeting, the Historic Resources Preservation Board discussed the amendments and also recommended unanimously for the City Commission to approve the proposed amendments.

**MOTION:**

Move to approve/disapprove Ordinance No. 2021-01 on first reading and to schedule the second reading and public hearing for April 20, 2021

**ATTACHMENT(S):**

Ordinance 2021-01  
Use Table Exhibit  
PZB/HRPB Staff Report

1  
2  
3 **ORDINANCE 2021-01 - AN ORDINANCE OF THE CITY OF LAKE**  
4 **WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND**  
5 **DEVELOPMENT REGULATIONS,” ARTICLE 1, “GENERAL**  
6 **PROVISIONS,” DIVISION 2 “DEFINITIONS,” SECTION 23.1.12**  
7 **“DEFINITIONS” TO ADD AND CLARIFY USE DEFINITIONS; ARTICLE**  
8 **2, “ADMINISTRATION”, DIVISION 2 “PROCEDURES,” SECTION 23.2-**  
9 **16 “QUASI-JUDICIAL PROCEDURES” TO UPDATE AND CLARIFY**  
10 **PROVISIONS RELATED TO AFFECTED PARTIES; AND AMENDING**  
11 **DIVISION 1 “GENERALLY,” SECTION 23.3-6 “USE TABLES” TO**  
12 **ALLOW FOR TAKE OUT ESTABLISHMENTS BY ZONING DISTRICT**  
13 **AND TO MODIFY THE ZONING DISTRICT AND REVIEW PROCESS FOR**  
14 **SEVERAL USES; AND ADDING A NEW SECTION 23.4-23 – “TAKE OUT**  
15 **ESTABLISHMENTS” TO CREATE DEVELOPMENT REVIEW**  
16 **STANDARDS FOR TAKE OUT ESTABLISHMENT USES; AND**  
17 **PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN**  
18 **CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.**  
19

20 **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State  
21 of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the  
22 “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct  
23 municipal government, perform municipal functions, and render municipal services, and  
24 may exercise any power for municipal purposes, except as expressly prohibited by law;  
25 and  
26

27 **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing  
28 body of each municipality in the state has the power to enact legislation concerning any  
29 subject matter upon which the state legislature may act, except when expressly prohibited  
30 by law; and  
31

32 **WHEREAS**, the City wishes to amend Chapter 23 Land Development  
33 Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1.12  
34 definitions, to add and modify definitions to clarify several existing uses and to define the  
35 new use, “Take-out Establishments;” and  
36

37 **WHEREAS**, the City wishes to amend Chapter 23 Land Development  
38 Regulations,” Article 2 “Administration,” Division 2 “Procedures,” Section 23.2-16 Quasi-  
39 judicial Procedures, to clarify that only one continuance is permitted for all affected parties  
40 to ensure that the City does not run afoul of development review time limitations for local  
41 governments as set forth in Florida law; and  
42

43 **WHEREAS**, the City wishes to amend Chapter 23, Article 3 “Zoning Districts,”  
44 Division 1 “Generally,” Section 23.3-6 Use Tables to allow for take-out by zoning district  
45 and modify required review process by zoning district for severale; and  
46

47 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development  
48 Standards,” to establish a new section, Section 23.4-23 – Take-out Establishments to  
49 establish supplementary development standards for these uses; and  
50

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

53  
54           **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local  
55 planning agency, considered the proposed amendments at a duly advertised public  
56 hearing; and

57  
58           **WHEREAS**, the City Commission has reviewed the proposed amendments and  
59 has determined that it is in the best interest of the public health, safety, and general  
60 welfare of the City to adopt this ordinance.

61  
62           **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**  
63 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

64  
65           **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as  
66 being true and correct and are made a specific part of this Ordinance as if set forth herein.

67  
68           **Section 2:** Chapter 23 Land Development Regulations,” Article 1 “General  
69 Provisions,” Division 2 “Definitions,” Section 23.1.12 definitions related to new and  
70 existing uses is hereby amended by adding the words shown in underlined type and  
71 deleting the words ~~struck through~~ as indicated in **Exhibit A**.

72  
73           **Section 2:** Chapter 23 Land Development Regulations,” Article 2  
74 “Administration,” Division 2 “Procedures,” Section 23.2-16 Quasi-judicial Procedures  
75 related to affected parties, is hereby amended by adding the words shown in underlined  
76 type and deleting the words ~~struck through~~ as indicated in **Exhibit B**.

77  
78           **Section 4:** Chapter 23 Land Development Regulations,” Article 3 “Zoning  
79 Districts,” Division 1 “Generally,” Section 23.3-6 Use Tables related to review process by  
80 zoning district for take-out establishments and several existing uses, including truck/van  
81 rentals, museums, school of the arts, and art and photography gallery; is hereby amended  
82 by adding the words shown in underlined type and deleting the words ~~struck through~~ as  
83 indicated in **Exhibit C**.

84  
85           **Section 8:** Chapter 23 “Land Development Regulations,” Article 4  
86 “Development Standards,” related to the establishment of a new section, Section 23.4-23  
87 – Take Out Establishments, is hereby amended by adding the words shown in underlined  
88 type and deleting the words ~~struck through~~ as indicated in **Exhibit D**.

89  
90           **Section 10:** Severability. If any section, subsection, sentence, clause, phrase or  
91 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of  
92 competent jurisdiction, such portion shall be deemed a separate, distinct, and  
93 independent provision, and such holding shall not affect the validity of the remaining  
94 portions thereof.

95  
96           **Section 11:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in  
97 conflict herewith are hereby repealed to the extent of such conflict.

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99 **Section 12: Codification.** The sections of the ordinance may be made a part of  
100 the City Code of Laws and ordinances and may be re-numbered or re-lettered to  
101 accomplish such, and the word "ordinance" may be changed to "section", "division", or  
102 any other appropriate word.

103  
104 **Section 13: Effective Date.** This ordinance shall become effective 10 days after  
105 passage.

106  
107 The passage of this ordinance on first reading was moved by  
108 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon  
109 being put to a vote, the vote was as follows:

- 110
- 111 Mayor
- 112 Commissioner
- 113 Commissioner
- 114 Commissioner
- 115 Commissioner Herman Robinson

116  
117  
118 The Mayor thereupon declared this ordinance duly passed on first reading on the  
119 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

- 125
- 126 Mayor
- 127 Commissioner
- 128 Commissioner
- 129 Commissioner
- 130 Commissioner Herman Robinson

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133 The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of  
134 \_\_\_\_\_, 2021.

135  
136 LAKE WORTH BEACH CITY COMMISSION

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139 By: \_\_\_\_\_  
140 \_\_\_\_\_, Mayor

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142 ATTEST:

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145 \_\_\_\_\_  
146 Deborah Andrea, CMC, City Clerk  
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**EXHIBIT A**

**Chapter 23**

**CODE OF ORDINANCES ARTICLE 1 "GENERAL PROVISIONS"**

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*Division 2 - Definitions*

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**Sec. 23.1-12. - Definitions.**

**Equipment Rental and Leasing:** A business that involves the leasing and rental of medium and heavy duty equipment, medium and heavy duty construction equipment, and medium and heavy duty commercial and construction vehicles.

\*\*\*

**Medical office:** A facility operated by one or more licensed practitioners that provides a single category of services including but not limited to general and specialty medical care, dental care, chiropractic care, and vision care, psychotherapy or related care, and medical care related to the treatment of disabilities under the Americans with Disabilities Act (ADA), and shall not include bed patient care or overnight accommodations.

\*\*\*

**Restaurants – Take-out:** A full service restaurant with indoor dining where both the “take-out” or “pick-up” use area is greater than 25% and less than 50% of the use area accessible to customers, and where the waiting area is located indoors only. Take-out restaurants with a “take-out” or pick-up” use area greater than 50% shall be classified as a take-out establishment.

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**Take-out establishments:** A food service or retail business with a dedicated “take-out” or “pick-up” use area that is greater than 25% of the total use area accessible to customers, and/or where the designate waiting area is located outdoors.

\*\*\*

**Truck/Van Rentals:** A vehicle rental/leasing business that includes the rental of moving vans and trucks, or commercial trucks or vans considered commercial business or service vehicles less than 8,000 lbs to consumers. Rental stock of trucks and van rentals shall be not be considered to be the parking, storing or keeping commercial vehicles.

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**EXHIBIT B**

## Chapter 18

## CODE OF ORDINANCES ARTICLE 2 "ADMINISTRATION"

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*Division 2 - Procedures*

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**Sec. 23.2-16. - Quasi-judicial procedures.**

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- e) *Affected parties.* Affected parties, as defined in section 23.1-12 (Definitions), (1) shall be allowed to present evidence, to produced witnesses, and to cross-examine witnesses produced by others; (2) may appeal final decisions of staff, HRPB, planning and zoning board, or city commission; and (3) may file suit to enforce the provisions of this article should the city fail or decline to do so. Notwithstanding the foregoing; however, in any suit brought by an affected party, the applicable circuit court shall determine whether the affected party has the requisite standing to bring suit. An affected party who wishes to participate as a party in the quasi-judicial hearing must fill out a city form and deliver it to the Department of Community Sustainability at least five (5) days before the hearing. Failure to follow the process shall be deemed a waiver and the affected party will not be allowed to participate in the quasi-judicial hearing.
- f) *Deliberation.* After the presentations, and at the conclusion of any continuances, the decisionmaking body shall deliberate on the application. Once the decisionmaking body begins its deliberations no further presentations or testimony shall be permitted except at the sole discretion of the decisionmaking body. The decisionmaking body's decisions must be based upon competent substantial evidence in the record.
- g) *Continuance.* The decisionmaking body may, on its own motion continue the hearing to a fixed date, time and place. Also, the applicant ~~or affected party~~ shall have the right to one (1) continuance. Affected parties, whether individually or collectively, shall have the right to request one continuance and irrespective of the number of affected parties, only one (1) continuance may be granted. The continuance can be for no longer than thirty-one (31) days, provided the request is to address neighborhood concerns or new evidence, to hire legal counsel or a professional services consultant, or the applicant or affected party is unable to be represented at the hearing. No more than one (1) continuance may be granted for all affected parties. If the continuance is granted, t The decisionmaking body will continue the hearing to a fixed date, time and place. However, all subsequent continuances shall be granted at the sole discretion of the decisionmaking body. Notwithstanding the foregoing, a continuance shall not be granted if to do so would delay a decision on an appeal from the HRPB regarding a certificate of appropriateness beyond the ninety-day requirement specified in section 23.2-17.

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**EXHIBIT C**

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 3 "ZONING DISTRICTS"

*Division 1 "Generally"*

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**Sec. 23-3.6 – Use Tables.**

*Under separate cover*

**EXHIBIT D**

**Chapter 23**

**LAND DEVELOPMENT REGULATIONS ARTICLE 4 “DEVELOPMENT STANDARDS”**

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[New Section] Sec. 23.4-23. -Take Out Establishments

a) The following development standards shall apply to take-out establishments, take-out restaurants or establishments with a “take-out” or “pick-up” window or outdoor waiting area. “Take-out” establishments located in the Downtown (DT) zoning district are not permitted to be located in the portion of buildings with frontage or access (window or door) onto Lake Avenue or Lucerne Avenue. The location requirement in the DT zoning district shall not apply to full service restaurants with indoor dining provided that both the “take-out” or “pick-up” use area is less than 25% of the total use area accessible to customer and the designated waiting area is located inside.

b) Take-out establishments shall not be movable such as a mobile stand, food truck or kiosk.

c) “Take-out” or “pick-up” windows or service openings to the exterior, excluding entrance doors into the business, shall not be located on a building facade that faces a public right-of-way, unless they are designed in a manner consistent with the building’s architectural style and to be an aesthetic asset to the building and neighborhood.

d) Designated customer waiting areas, located outside of a take-out establishment and within a public right-of-way, shall require a right-of-way permit from the appropriate authority and shall not impact ADA accessibility. Waiting areas shall not extend beyond the façade width of the take-out establishment in the public right-of-way as permitted or shall not extend beyond the site’s property lines.

e) Exterior covered/lidded refuse bin/s shall be provided in a designated location/s that is screened from the public right-of-way and adjacent properties in so far as feasible. The refuse bins shall be available outside of the take-out establishment during hours of operation and shall be removed when the business is closed unless otherwise approved by the Development Review Official.

\*\*\*

Section 23.3-6 Use tables. Note: amended text is shown below as underlined for new text and stricken text for delete text. Uses or sections with modified text are also highlighted.

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Note: P is Permitted by Right, A is Administrative Use Permit (staff level review), and C is Conditional Use Permit (board level review). All residential uses except for single family and two-family greater than 7,500 sf shall require a conditional use approval.

**RESIDENTIAL**

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TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Note: P is Permitted by Right, A is Administrative Use Permit (staff level review), and C is Conditional Use Permit (board level review).

**Commercial**

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Medium Intensity Specialty Uses - Use less than 7,500 sq. ft and/or medium intensity impact uses.	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Take-out Establishments																								
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Truck/Van Rentals																								
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Low Intensity Specialty Uses - Use area less than 2,500 sq. ft and low intensity impact uses.	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Take-out Establishments																								
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TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Note: P is Permitted by Right, A is Administrative Use Permit (staff level review), and C is Conditional Use Permit (board level review).

**INSTITUTIONAL**

High Intensity Institutional Uses—Use area greater than 7,500 sq. ft. and/or high intensity impact uses.

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Museums																								
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School of the Arts																								
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TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Note: P is Permitted by Right, A is Administrative Use Permit (staff level review), and C is Conditional Use Permit (board level review).

**CULTURAL & ARTISANAL ARTS**

High Intensity Artisanal Uses—Use area greater than 7,500 sq. ft. and/or high intensity impact uses.

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Art or Photography Gallery																								
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DATE: February 22, 2021

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

FROM: William Waters, Director Community Sustainability

MEETING: March 3, 2021 & March 10, 2021

SUBJECT: **PZB/HRPB 21-03100001 (Ordinance 2021-01)**: Consideration of an ordinance to Chapter 23 “Land Development Regulations” regarding changes to allow for takeout establishments by zoning district and to clarify that only one (1) continuance is permitted for all affected parties to ensure that the City does not run afoul of development review time limitations for local governments as set forth in Florida law, and several minor amendments related to definitions and use review processes.

---

**BACKGROUND/ PROPOSAL:**

The subject amendments to the City’s Land Development Regulations (LDR) were drafted to respond to changing market conditions related to an increased demand for take-out services during the Covid-19 emergency and to address several minor amendments to definitions and use review processes. The amendments also include changes related to a new continuance for affected parties that was adopted in 2020 to allow an affected party time to hire legal counsel or a professional services consultant, and as related to neighborhood concerns and new evidence. Per Florida Statute 166.033, local governments have 180 days to actively process applications for development. Therefore, the subject amendments clarify that the intent of Ordinance 2020-14 was to allow only one (1) continuance for all affected parties as consistent with time limitations set forth in Florida law and not one (1) continuance per each affected party.

A summary of each component in the draft ordinance is also provided.

The proposed amendments for and the following sections of the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 1, Section 23.1-12 - Definitions
- Article 2, Section 23.2-16 Quasi-judicial Procedures
- Article 3, Section 23-3.6 – Use Tables
- Article 4, [NEW SECTION] Section 23.4-23 – Take Out Establishments

**Take-out Establishment Use:** The proposed amendments will create new definitions and development standards related to take-out uses and to identify where such uses are allowed by zoning district in the use table.

**Quasi-judicial Procedures (Continuances):** The proposed amendments will provide clarity on the maximum number of continuances for affected parties as consistent with time limitations set forth in Florida law.

**Minor Amendments:** The proposed amendment are related to the modification and addition of new and existing definitions for heavy equipment rental, truck rental and medical office uses for clarity, and to update review processes for uses in the use table related to museums, art schools, and art and photography galleries, and to clarify in the use table that residential uses over 7,500 sf are conditional uses.

**STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt PZB/HRPB 21-03100001 (Ordinance 2021-01).

**POTENTIAL MOTION:**

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in PZB/HRPB 21-03100001 (Ordinance 2021-01)

Attachments

- A. Draft Ordinance 2021-01

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Task Order No. 7 with Craven Thompson & Associates, Inc. for construction phase engineering services for the 2-inch Watermain Replacement Phase 5&6 Project

**SUMMARY:**

Task Order No. 7 authorizes Craven Thompson & Associates, Inc. to provide Construction Phase Engineering Services for the 2-inch Watermain Replacement Phase 5&6 Project in the amount of \$352,460.00.

**BACKGROUND AND JUSTIFICATION:**

The 2-inch Watermain Replacement Phase 5&6 Project has been in the design phase and construction work is ready to begin. The City of Lake Worth Utilities department solicited bids from contractors for project construction under Bid IFB-21-201. Four contractors submitted bids. Amici Engineering Contractors, LLC. is the recommended contractor to construct this project and is included as a separate agenda item.

Task Order No. 7 provides for construction management and administration services during the construction phase of the 2-inch Watermain Replacement Phase 5&6 Project, including onsite inspections, review of pay requests and approval by the Engineer of Record

**MOTION:**

I move to approve/disapprove Task Order No. 7 of the Agreement (RFQ-15-303) with Craven Thompson & Associates, Inc., for construction phase engineering services for the 2-inch Watermain Replacement Phase 5&6 Project in the amount of \$352,460.00

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order 7

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$352,460.00	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$352,460.00</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	FY20 Budget	Current Balance	Agenda Expenditure	Balance
422-7034-533.63-15	Water Capital/Water Distribution	WT1902	\$5,522,049.00	\$4,641,409	\$352,460.00	\$4,288,949.00

## TASK ORDER NO. 7

### **Construction Engineering Services for: 2-Inch Water Main Replacement**

**THIS TASK ORDER ("Task Order")** is made on \_\_\_\_\_, 2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City") and Craven, Thompson and Associates, Inc., a Florida corporation ("Consultant").

#### **1.0 Project Description:**

The City desires the Consultant to provide those services as identified herein and generally described as: 2-inch Watermain Replacement Project-Phase 5&6 (the "Project").

#### **2.0 Scope**

Under this Task Order, the Consultant will provide professional services to the City as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**

#### **3.0 Schedule**

The services to be provided under this Task Order shall be completed within 360 calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

#### **4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount of \$352,460.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the Consultant is Matthew J. Cigale, P.E., phone: (954) 739-6400 ext. 394; email: mcigale@craventhompson.com; and, the Project Manager for the City is Giles Rhoads, P.E., phone: (561) 586-1640; email: grhoads@lakeworthbeachfl.gov.

#### **6.0 Progress Meetings**

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

#### **7.0 Authorization**

This Amendment is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth Beach and the Consultant, entitled RFQ 15-303 dated January 6, 2016 ("Agreement" hereafter). If there are any conflicts between

the terms and conditions of this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Amendment shall take precedence over any other more general description of services.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

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

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director



[Corporate Seal]

CONSULTANT: **CRAVEN, THOMPSON & ASSOCIATES, INC.**

By: \_\_\_\_\_  
*(Signature of Patrick J. Gibney)*

Print Name: Patrick J. Gibney, P.E.

Title: Vice President, Engineering

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2021, by Patrick J. Gibney, P.E., who was physically present, as Vice President, Engineering (title), of Craven, Thompson & Associates, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification  
NIA

Notary Public: Patricia A. Gilbert



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**Exhibit 1**

(Consultants Proposal)

# Exhibit 1

## City of Lake Worth – 2-Inch Water Main Replacement Program, Phase 5 and 6 Construction Engineering Services

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### A. BACKGROUND

The City of Lake Worth ("CITY") has entered into an engineering and survey services agreement with Craven Thompson and Associates ("CTA") for the 2-Inch Water Main Replacement Program, RFQ 15-303, Phases 2 through 6. All services and terms are per the Original Agreement with City of Lake Worth Project RFQ No. 15-303, Phases 2 through 6.

### B. PROJECT DESCRIPTION

The firm Craven Thompson and Associates (CTA) is pleased to provide the CITY with the following Task Order for professional construction support services for Phase 5 and 6 of the 2-Inch Water Main Replacement Program. The construction contract duration is approximately 270 calendar days to substantial completion and 330 calendar days to final completion. For hourly breakdown of services see attached Exhibit A.

### C. SCOPE OF SERVICES (CTA PROPOSAL NO. 2021-W09.085) (CTA PROJECT NO. 16-0001-001-09)

The specific scope is as follows:

#### I. CONSTRUCTION SUPPORT SERVICES (CTA Task No. 31120)

**1. CONSULTANT will provide Pre-Construction Administration Services that include the following (See Exhibit A):**

- Provide conformed documents.
- Attendance at a pre-construction conference with selected Contractor and CITY staff. Prepare Agenda and Summary Meeting minutes.
- Review of Shop Drawings, Product submittals, and Testing Reports for general conformance with the City's approved products list, design intent and provisions of the Contract Documents (including AIS provisions). Any non-conforming shop drawing will be submitted to City's Construction Manager (CCM) for review. Shop drawings rejected by the CCM will only be reviewed once following revisions by the Contractor for compliance with the approved drawings and specifications.

**2. CONSULTANT will provide Construction Administration Services for the duration of the construction period that include the following (See Exhibit A):**

- Full time site observation by the CONSULTANT Construction Observer (Senior Inspector or Project Engineer) and visits by the CONSULTANT Construction Manager for 270 calendar day (9 months) up to substantial completion and part time site observation by the CONSULTANT Construction Observer (Senior Inspector) and visits by the CONSULTANT Construction Manager for 60 calendar day (2 months) between issuance of substantial completion to final completion. Inspection reports will be maintained documenting progress of work, etc. Including observation of pipe pressure tests. Daily inspection reports will be sent weekly to the City.
- Attendance at monthly progress meetings and the preparation of a meeting agenda and meeting minutes. The progress meetings will be conducted by CTA. Minutes of the meeting will be submitted to the CITY. Meetings to be held at the City of Lake Worth Utilities Department.
- Review of monthly payment applications submitted to the CITY by the Contractor. These services include review of the quantities represented in the payment application and recommendations to proceed.
- Response to approximately five (5) Contractor RFI's regarding design documents. If the quantity of RFI's received is deemed excessive by both the CTA and the CITY, additional fees may be required on an hourly rate based on the agreed upon rates.
- Assistance to the CITY in preparation and negotiations for approximately five (5) Change Orders (CO) and work directive changes.
- Track and perform record keeping of compliance documentation for the SRF project requirements including the following:
  - Compile information required for FDEP Interim Inspections including attendance at interim inspections.
  - Davis-Bacon wage rate:
    1. Check weekly payrolls to verify correct Davis-Bacon wage rates.
    2. Perform interviews with (10) ten percent of the contractor's work force to verify Davis-Bacon wage rates are paid.
  - American Iron and Steel (AIS). Verify that AIS requirements are met by checking step certifications, invoices, and materials.

**3. CONSULTANT will provide Construction Administration Services for Final Certification and Project Close-out that include the following (See Exhibit A):**

- Final Certifications
  - Preparation of partial and final certifications to Palm Beach County Department of Health for water main clearance that the project was constructed in general conformance with the permitted plans; the certification is not a confirmation of the construction means and methods or the properties of the materials used by contractor.
  - Preparation and processing of final certification packages through Palm Beach County Engineering and Florida Department of Transportation.
- Project close out, including:
  - Substantial completion (SC) and final completion (FC) including project walk thru and inspection, preparation of substantial completion punch-list, and verification that punch-list items have been completed.
  - Review and comment on acceptance of project as-built drawings.
  - Request and review of sub-consultant and supplies release of lien. Request, compile and review project closeout documents.

**Total I. CONSTRUCTION SUPPORT SERVICES:**

**Hourly, Estimated Budget .....\$351,910.00**

**II. REIMBURSABLE EXPENSES**

Reimbursable Expenses (CTA Task No. 31140)

Reimbursable expenses such as courier services, progress prints, permit prints, etc. This task also includes water certification (\$400) fees for Palm Beach County Health Department.

**Estimated Budget ..... \$550.00**

**SUMMARY OF FEES**

I.	CONSTRUCTION SUPPORT SERVICES .....	<b>\$351,910.00</b>
II.	REIMBURSABLES.....	<b>\$550.00</b>
	<b>GRAND TOTAL (INCLUDING REIMBURSABLES) .....</b>	<b>\$352,460.00</b>

**D. COMPENSATION**

This Task Order is issued for an Hourly amount of **\$352,460.00**. The above-described Scope of Services identifies all costs and expenses included in this amount. Refer to the Agreement mentioned in Section A of this Task Order for the schedule of fees.

**E. DELIVERABLES**

1. Conformed Documents  
Digital copies (pdf) of conformed documents along with hard copies of conformed

**F. AUTHORIZATION**

The receipt of a signed copy of the attached "Authorization" (following page) shall constitute our authorization to proceed.

**EXHIBIT "A"**  
**CTA ESTIMATED FEE SUMMARY**

City of Lake Worth 2-inch Water Main Replacement Phase 668 (16-0001-001-03)  
Construction Services

Craven Thompson & Associates  
3/28/2021

TASK	Hourly Rates per Original Agreement																Total Hrs.	Fee
	\$10.00 Clerk	\$90.00 Sr. Tech	\$60.00 Inspect	\$90.00 Sr. Inspect	\$140.00 CM	\$120.00 PSM	\$110.00 Project Surveyor	\$125.00 S. crew 2 Man	\$155.00 Prin. Surv.	\$110.00 Planner	\$130.00 S. P.Y.A.	\$110.00 Eng	\$130.00 Sr. Eng	\$175.00 Senior Sup. Eng	\$195.00 Prin. Eng			
<b>I. Construction Support Services</b>																		
<b>1 Pre Construction Activities</b>																		
Hours	0	0	0	23	0	0	0	0	0	0	0	0	32	0	15	0	70	\$8,215
Sub-Total Fee	\$0	\$0	\$0	\$2,070	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,620	\$0	\$2,625	\$0		
<b>2 Construction Activities</b>																		
Hours	0	0	0	1754	105	0	0	0	0	0	0	0	1060	0	146	0	3065	\$314,710
Sub-Total Fee	\$0	\$0	\$0	\$157,860	\$14,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$116,600	\$0	\$25,550	\$0		
<b>3 Final Certifications and Project Close-out</b>																		
Hours	0	0	0	64	104	0	0	0	0	0	0	0	33	25	0	0	226	\$28,985
Sub-Total Fee	\$0	\$0	\$0	\$5,760	\$14,560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,290	\$4,375	\$0	\$0		
																	<b>Total</b>	<b>\$351,910</b>
																	\$400	\$500
																	\$150	
<b>CONSTRUCTION SUPPORT SERVICES &amp; TOTAL FEE</b>																		<b>\$552,460</b>

Contract Duration	270 days	9 months
Substantial Completion	330 days	11 months
<b>Pre Construction Activities</b>		
Prepare Confirmed Documents	16	Senior Sup. Eng 4 Eng 12
Pre Construction Agenda	4	Senior Sup. Eng 4
Pre Construction Meeting Attendance	3	Senior Sup. Eng 3 Sr. Inspect 3
Prepare Pre Construction Meeting Minutes	4	Senior Sup. Eng 4
Shop Drawing Review	40	Sr. Inspect 20 Eng 20 Total Hours 70
<b>Construction Activities</b>		
Inspection Weeks (During Substantial)	33.97	
Visits per week (Sr. Inspector #1)	5	
Hours per visit	8	
Inspection Weeks (During Substantial)	19.455	
Visits per week (Eng)	5	
Hours per visit	8	
Inspection Weeks (Substantial to Final)	8.66	
Visits per week (Sr. Inspector #1)	5	
Hours per visit	4.5	
Eng	779	Eng 779
Total Sr. Inspection	1754	Sr. Inspect 1754
Inspection Weeks (During Substantial)	33.97	
Visits per week	1	
Hours per visit	2	
Inspection Weeks (Substantial to Final)	8.66	
Visits per week	1	
Hours per visit	2	
Total Construction Manager	95	CM 95
Inspection Weeks	47.63	
Coordination per week	1	
Hours per coordination	2	
Total Engineer	215	Senior Sup. Eng 11 Eng 215
<b>Weekly Meetings (11 meetings)</b>		
Number of meetings	11	
Hours per meeting	1	
Prepare Meeting Agenda & Minutes	4	Senior Sup. Eng 33 Eng 22
Total Meetings	55	
<b>Review Pay Applications</b>		
Number of Pay Apps	11	
Hours per Pay App	4	
Total Review Pay Applications	44	Senior Sup. Eng 22 Eng 22
<b>RFI Responses</b>		
Number of RFI	5	
Hours per RFI	2	
Total RFI Responses	10	Senior Sup. Eng 2 Eng 4 CM 4
<b>Change Order Review</b>		
Number of Change Orders	5	
Hours per Change Order	2	
Total Change Order Review	10	Senior Sup. Eng 2 Eng 2 CM 6
<b>SRF Disbursements</b>		
Number of Disbursement Submittals	8	
Hours per Submittal	4	
Total SRF Disbursements	32	Senior Sup. Eng 16 Eng 16 Total Hours 3065
<b>Final Certifications &amp; Project Close-out</b>		
Substantial Completion Walk Thru	32	Sr. Inspect 32
Final Completion Walk Thru	32	Sr. Inspect 32
As-built Drawing Review	92	CM 68 Senior Eng 23
Final Certifications (DOH, PBC ENR, FDOT)	50	CM 25 Senior Sup. Eng 25
Review Close-out Documents	20	CM 10 Senior Eng 10 Total Hours 226



This document has been digitally signed and sealed by:  
 Matthew J. Cigale, P.E.  
 State of Florida Professional Engineer License No. 74584  
 Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DATE:	11/06/2019
SCALE:	NTS
DESIGN BY:	KAM
DRAWN BY:	KAM
CHECKED BY:	MJC
APPROVED BY:	MJC

**CRAVEN • THOMPSON AND ASSOCIATES, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS  
 3563 N.W. 63RD STREET, FORT LAUDERDALE, FLORIDA 33309  
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 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271  
 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C00014

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**2 INCH WATER MAIN REPLACEMENT  
 PHASES 5 & 6**

PREPARED FOR:  
**CITY OF LAKE WORTH BEACH**

KEY MAP

January 24, 2021

Matthew J. Cigale  
 Florida P.E. No. 74584

PROJECT NO.  
 16-0001-001-08

**C-4**  
 SHEET 4 OF 51

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Agreement with Amici Engineering Contractors, LLC for construction of the 2-inch Watermain Replacement Phase 5&6 Project

**SUMMARY:**

This Agreement authorizes Amici Engineering Contractors, LLC to construct the 2-inch Watermain Replacement Phase 5&6 project in the amount of \$3,678,888.00

**BACKGROUND AND JUSTIFICATION:**

This is the final phase of the 6-year project to replace the 2-inch galvanized steel watermain in the City's water service area.

The 2-inch Watermain Replacement Phase 5&6 project design was completed and advertised soliciting bids under IFB 21-201. Four bids were received. The lowest responsible and responsive bid for the sum of \$3,678,888.00 was from Amici Engineering Contractors, LLC. The City and Craven Thomson & Associates, Inc. reviewed the bids and is recommending award of the Bid to Amici Engineering Contractors, LLC as the lowest responsible, responsive bidder.

**MOTION:**

Move to approve/disapprove the construction agreement for 2-inch Watermain Replacement Phase 5&6 project in the amount of \$3,678,888.00

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Amici Agreement  
Public Notice of Intent to award  
Bid Tab  
Engineer's recommendation letter  
Amici Bond

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$3,678,888	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>\$3,678,888</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	FY20 Budget	Current Balance	Agenda Expenditure	Balance
422-7034-533.63-15	Water Capital/Water Distribution	WT1902	\$5,522,049.00	\$4,641,409	\$3,678,888	\$952,521.00

**00500**  
**AGREEMENT**

THIS AGREEMENT is dated and will be effective on the \_\_\_\_\_, by and between the **City of Lake Worth Beach** (hereinafter called Owner) and **Amici Engineering Contractors, LLC** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Water Main replacement and Roadway/Alley Restoration, preparation and implementation of Maintenance of Traffic Plan(s), coordination with franchise utilities and all else necessary for a complete and functional project that meet or exceeds all requirements of the City of Lake Worth Beach Public Services and Utility Department.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: 2 Inch Water Main Replacement-Phases V & VI.

**ARTICLE 2. ENGINEER**

The Project has been designed by Craven Thompson & Associates, Inc., 4723 W. Atlantic Avenue, Suite A12, Delray Beach, FL 33445, who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME.**

3.1 The Work will be substantially completed within 270 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 330 days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**3.3 LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the Contract Documents. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred and 00/100 dollars (\$ 500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract**

**Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred and 00/100 dollars (\$500.00 ) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.**

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

**ARTICLE 4. CONTRACT PRICE.**

4.1 Owner shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

A. For all Work other than Unit Price Work, a lump sum of: \$ \_\_\_\_\_.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

TOTAL OF ALL UNIT PRICE \$ 3,678,888.00 (Three million, Six hundred and seventy-eight thousand, eight hundred and eighty-eight dollars and zero cents).

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered \_\_\_\_\_ 1 \_\_\_\_\_ to \_\_\_\_\_ 86 \_\_\_\_\_.

**ARTICLE 5. PAYMENT PROCEDURES.**

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10<sup>th</sup> day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract Documents.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

95% of Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in the General Conditions).

AGREEMENT

00500-2

- 5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 98% of the Contract Price, less such amounts as Engineer shall determine, or Owner may withhold, in accordance with the General Conditions, less liquidated damages, if any.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, and settlement of all claims, including liquidated damages, if any, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.

#### **ARTICLE 6. INTEREST.**

6.1 All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at the rate of 1 percent per month in accordance with section 218.735, Florida Statutes, as amended from time to time.

#### **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.5 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent to the Site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.7 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7.8 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.9 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.10 Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

7.11 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.12 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

## **ARTICLE 8. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the Work consist of the following:

8.1 This Agreement consisting of 11 pages.

8.2 Exhibits to this Agreement identified as:

- a. The Project Manual (pages 1 to 727, inclusive);
- b. Contractor's Bid (pages 300-5 to 300-9, inclusive);
- c. Permits (See Appendix D, inclusive);
- d. Other: See Appendices

8.3 Performance Bond and Payment Bond consisting of 4 pages (plus Power of Attorney Forms as applicable).

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 72 pages.

8.6 Supplementary Conditions consisting of 7 pages.

8.7 Bid documents as listed in the table of contents of the Project Manual.

8.8 Technical Specifications consisting of 500 pages.

8.9 Drawings not attached hereto but are listed in 100% Bid Plans Cover Sheet.

8.10 Addenda numbers 1 inclusive.

8.11 Contractor's Bid consisting of 5 pages (00300-5 to 00300-9).

8.12 Documentation submitted by Contractor prior to Notice of Award.

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.

8.14 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.15 Any other document attached hereto or incorporated herein by the Owner.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

*Governing Order of Contract Documents* - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details
9. City Standard Details
10. Drawings/Plans

## 11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

### **ARTICLE 9. MISCELLANEOUS.**

9.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment.* Unless expressly agreed to elsewhere in the Contract documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 *Successors and assigns.* Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 *Public entity crimes.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform Work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 *Inspector General.* In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 *Waiver*. Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 *Waiver of jury trial*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.9 *Independent Contractor*. The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 *Access and audits*. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 *Preparation*. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 *Public Records Law*. Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records required by the Owner to perform the service.
- b) Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.
- d) Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION DEBBIE ANDREA, (561) 586-1660 OR [DANDREA@LAKEWORTHBEACHFL.GOV](mailto:DANDREA@LAKEWORTHBEACHFL.GOV) OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

9.13 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.14 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.17 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect,

consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

9.20 *E-Verify.* Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all CONTRACTORS (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;

b. Secure an affidavit from all CONTRACTORS (providing services or receiving funding under this Agreement) stating that the CONTRACTOR does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

c. Maintain copies of all CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;

d. Comply fully, and ensure all CONTRACTORS comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

9.21 *Scrutinized Companies.* CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

- a) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the

Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

- b) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.
- d) The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.
- e) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated Contracting prohibitions then they shall become inoperative.

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four parts. Two counterparts have been delivered to Owner, and one counterpart each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

**CITY OF LAKE WORTH BEACH, FLORIDA**

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

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director



CONTRACTOR:

By: \_\_\_\_\_  
*(Handwritten signature)*

Print Name: Christopher Lazzari

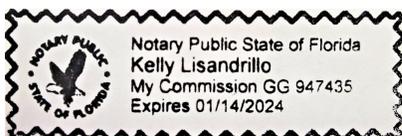
Title: Managing Member

STATE OF Florida )  
COUNTY OF Pasco )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 25th day of March 2021, by Christopher Lazzari, as the Managing Member [title] of Amici Engineering Contractors LLC [vendor's name], a Florida Corporation [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

\_\_\_\_\_  
Notary Public Signature

Notary Seal:





FINANCE DEPARTMENT  
7 NORTH DIXIE HIGHWAY  
LAKE WORTH BEACH, FL 33460

Posted: 3/10/21

**NOTICE OF INTENT TO AWARD**

**TO:** All Interested Parties  
**FROM:** Albert Wong, Purchasing Agent  
**DATE:** March 10, 2021  
**REF:** IFB 21-201 2 Inch Water Main Replacement Phases V and VI  
**SUBJECT:** Notice of Intent to Award

Based on the results and the thorough review of the bids submitted in response to the above-referenced solicitation, the City of Lake Worth Beach has determined that **Amici Engineering Contractors, LLC** is of the best value to the City and is being recommended for award of this solicitation. The effective date of this posting is March 10, 2021.

The City will be advising you of the required documents needed so that contract documents can be compiled and then presented for the approval at the next scheduled Commission Meeting.

If you have any additional questions, feel free to contact me via email, at [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov). If you are unable to contact me via email, please call at (561) 586-1637.

March 3, 2021

Mr. Giles Rhoads, P.E.  
City of Lake Worth Beach Utilities  
301 College Street  
Lake Worth Beach, Florida 33460

**RE: CITY OF LAKE WORTH BEACH-2 INCH WATER MAIN RE-PLACEMENT  
PHASE 5 AND 6  
CITY OF LAKE WORTH BEACH PROJECT #SG-2101  
IFB NO. 21-201  
RECOMMENDATION LETTER  
CTA PROJECT NO. 16-0001-001-08**

**CRAVEN THOMPSON**



**& ASSOCIATES INC.**

Engineers  
Planners  
Surveyors  
Landscape Architects

Dear Giles,

The City of Lake Worth Beach has informed Craven Thompson & Associates, Inc. that the apparent low bidder, B&B Underground Construction, Inc., has been deemed non-responsive for the above referenced project.

Based upon our evaluation and conformance with the Contract Requirements, Craven Thompson & Associates, Inc. recommends Amici Engineering Contractors, LLC as the lowest responsive and responsible bidder. Attached is the bid evaluation form used for this determination.

Should you require any additional information regarding this issue, please do not hesitate to contact this office.

Sincerely

**CRAVEN THOMPSON & ASSOCIATES, INC.**

A handwritten signature in blue ink that reads "Matthew J. Cigale". The signature is written in a cursive, flowing style.

MATTHEW J. CIGALE, P.E.  
Senior Supervising Engineer

MJC/fd

Attachment

**City of Lake Worth Beach**  
**2 Inch Water Main Replacement Phases 5 and 6**  
**Bid Number: IFB 21-201**  
**City Project Number: SG 2101**  
**Bid Evaluation Check List**

Engineer: Craven, Thompson & Associates, Inc.  
Engineer Project Number: 16-0001-001-08

**Bidder: Amici Engineering Contractors, LLC**  
**Total Base Bid: \$3,678,888.00**

No.	Section Reference	Description	Yes	No
1.	00020	Bid Security	X	
2.	00300-1	Addendum Acknowledgement	X	
3.	00300-5 thru 00300-9	Unit Price Schedule	X	
4.	00300-10	Trench Safety Affidavit	X	
5.	00300-11	Schedule of Major Subcontractors	X	
6.	00300-12	Schedule of Suppliers, Equipment, & Materials	X	
7.	00300-13 and 00300-14	Sworn Statements Under Section 287.133(3)(a), Florida Statutes, On Public Entity Crimes	X	
8.	00300-15	Certification of a Drug Free Workplace Program	X	
9.	00310-1 thru 00310-6	Bidders Qualification Questionare	X	
10.	00850-1 and 00850-2	Campaign Contribution Statement	X	
11.	00851-1	Scrutinized Companies Certification Form	X	
12.		EOR Reference Check	X	

Signed:



Matthew J. Cigale, P.E.

Date:

March 3, 2021



www.altersurety.com

March 26, 2021

City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460

**RE: Amici Engineering Contractors, LLC**  
**Project: 2 Inch Water Main Replacement-Phases V & VI,**  
**Solicitation No. IFB 21-201**  
**Bond No. PB12159900284**

To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of the City of Lake Worth Beach. Please note that we have not dated the bonds or the Power of Attorney. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance bond(s), Payment bond(s), and the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date and fax a copy to our office at 305-328-4838 or email [lily@altersurety.com](mailto:lily@altersurety.com) **so that we can activate the bond coverage.**

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Yours truly,  
Philadelphia Indemnity Insurance Company

Warren M. Alter,  
Attorney-in-Fact

**CITY OF LAKE WORTH BEACH**  
**PAYMENT AND PERFORMANCE BOND**  
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. PB12159900284

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:**

Name: Amici Engineering Contractors, LLC  
Principal Business Address: 10621 SW 139th Street  
Miami, FL 33176  
Telephone Number: (954) 650-4699

**SURETY:**

Name: Philadelphia Indemnity Insurance Company  
Principal Business Address One Bala Plaza, Ste 100  
Bala Cynwyd, PA 19004  
Telephone Number: (610) 206-7836

**OWNER:**

City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
(561) 586-1600 / (561) 586-1710

**CONTRACT:**

Date:

Amount: Three Million Six Hundred Seventy-eight Thousand Eight Hundred Eighty-eight & 00/100 (\$3,678,888.00)

Description (Name and Location): 2 Inch Water Main Replacement-Phases V & VI, Project No. IFB 21-201

**BOND**

Date (Not earlier than Contract Date):

Amount: Three Million Six Hundred Seventy-eight Thousand Eight Hundred Eighty-eight & 00/100 (\$3,678,888.00)

Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. IFB 21-201 with the City for the project titled "2 Inch Water Main Replacement-Phases V & VI" (the "Contract"), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the "Contract Documents") is by reference made a part hereof for the purposes of explaining this bond.
2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and

b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

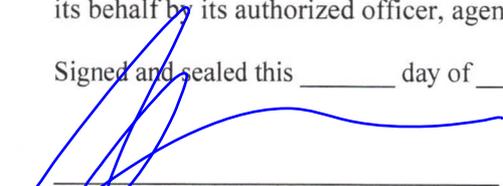
6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

  
\_\_\_\_\_  
Witness

Amici Engineering Contractors, LLC  
Principal

  
\_\_\_\_\_  
Title Managing Member

(Corporate Seal)



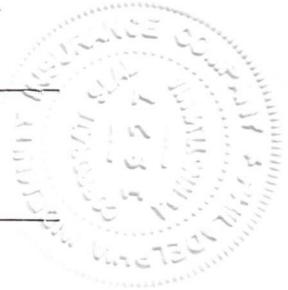
  
\_\_\_\_\_  
Witness

Philadelphia Indemnity Insurance Company  
Surety

  
\_\_\_\_\_  
Attorney-in-Fact  
(Attach Power of Attorney)

Warren M. Alter  
Print Name

(Corporate Seal)



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David T. Satine, Warren M. Alter and Jonathan A. Bursevich of Alter Surety Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

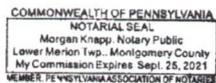
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY





This document has been digitally signed and sealed by:  
 Matthew J. Cigale, P.E.  
 State of Florida Professional Engineer License No. 74584  
 Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DATE:	11/06/2019
SCALE:	NTS
DESIGN BY:	KAM
DRAWN BY:	KAM
CHECKED BY:	MJC
APPROVED BY:	MJC

**CRAVEN • THOMPSON AND ASSOCIATES, INC.**  
 ENGINEERS • PLANNERS • SURVEYORS  
 3563 N.W. 63RD STREET, FORT LAUDERDALE, FLORIDA 33309  
 TEL.: (954) 739-6409  
 FAX: (954) 739-6409  
 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271  
 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C00014

**2 INCH WATER MAIN REPLACEMENT PHASES 5 & 6**  
 PREPARED FOR:  
**CITY OF LAKE WORTH BEACH**  
**KEY MAP**

January 24, 2021  
 Matthew J. Cigale  
 Florida P.E. No. 74584  
 PROJECT NO.  
**16-0001-001-08**  
**C-4**  
 SHEET 4 OF 51

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Water Utilities

**TITLE:**

Third Amendment to Agreement with USP Technologies for Wastewater Odor Control Chemicals and Services

**SUMMARY:**

The Third Amendment extends USP Technologies' Agreement for Wastewater Odor Control Chemicals and Services throughout the wastewater collection service area for a final year for an amount not to exceed \$126,000 in FY2021 and \$260,000 in FY2022.

**BACKGROUND AND JUSTIFICATION:**

The City's Water Utility Department has used the chemical peroxide for odor control in the wastewater collection system for the past several years with great success. The City currently has an agreement in place with USP Technologies to provide this chemical and maintenance services that is set to expire March 31, 2021. This Third Amendment to Agreement with USP Technologies enables the City to utilize the unit pricing and terms of the City of Boynton Beach contract that was competitively bid under No. 013-2821-17/JMA. The Boynton Beach contract was approved initially on February 21, 2017 and is currently extended through March 31, 2022. USP Technologies has agreed to extend the terms and conditions of the agreement for the duration of the Boynton Beach contract.

**MOTION:**

Move to approve/disapprove the Third Amendment to Agreement with USP Technologies for Wastewater Odor Control Chemicals and Services for an amount not to exceed \$126,000 for the remainder of FY2021 and \$260,000 in FY2022.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Third Amendment

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$126,000	\$260,000	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$126,000</b>	<b>\$260,000</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:** After the budget transfers, the funding will come from the below accounts to fund the remainder of the PO 183817 that has a balance of \$76,082.80 as of March 22, 2021.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
403-7221-535.52-30	Local Sewer Chemicals	N/A	\$5,000	\$10,000	-\$10,000	\$0
405-7421-535.52-30	Regional Sewer Chemicals	N/A	\$260,000	\$44,664.55	-\$39,917.20	\$4,747.35

**C. Department Fiscal Review:**\_\_\_\_\_

Brian Shields – Director

Bruce Miller – Finance Director

Christy Goddeau – City Attorney

Michael Bornstein – City Manager

**THIRD AMENDMENT TO AGREEMENT FOR WASTEWATER ODOR CONTROL  
CHEMICALS AND SERVICES  
(Utilizing the Boynton Beach Contract)**

THIS THIRD AMENDMENT (“Amendment”) to the Wastewater Odor Control Chemicals and Services Agreement (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and USP Technologies, a Georgia corporation authorized to do business in the State of Florida (“CONTRACTOR”).

**WHEREAS**, the CITY’s Water Utility Department is in need of a company to provide odor control treatment in the CITY’s sewer collection system; and

**WHEREAS**, the CITY allows procuring services through “piggybacking” under the CITY’s Procurement Policy and the CITY Code; and

**WHEREAS**, on or about February 21, 2017, the City of Boynton Beach awarded a contract for Wastewater Odor Control Chemicals and Services under BID #013-2821-17/JMA to the CONTRACTOR (the “Boynton Beach Contract”); and

**WHEREAS**, on August 7, 2018, the CITY entered into an Agreement with the CONTRACTOR piggybacking the Boynton Beach Contract (the “Agreement”); and

**WHEREAS**, on March 5, 2019, the Boynton Beach Contract was renewed for an additional year (until March 31, 2020) with two (2) additional twelve (12) month periods remaining; and

**WHEREAS**, on April 2, 2019, the CITY entered into an amendment to the Agreement with the CONTRACTOR piggybacking the Boynton Beach Contract for an additional twelve (12) month period; and

**WHEREAS**, on February 14, 2020, the Boynton Beach Contract was renewed for an additional year (until March 31, 2021) with one (1) additional twelve (12) month periods remaining; and

**WHEREAS**, on April 23, 2020, the City entered into an amendment to the Agreement with the CONTRACTOR piggybacking the Boynton Beach Contract for an additional twelve (12) month period; and

**WHEREAS**, on February 9, 2021, Boynton Beach Contract was renewed for the final year (until March 31, 2022); and

**WHEREAS**, the CITY and the CONTRACTOR wish to again amend the Agreement to renew the Agreement for one additional year (until March 31, 2022) with all other terms, conditions and pricing remaining the same.

**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 CONTRACTOR agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby amended for an additional year with said term to terminate on March 31, 2022.

3. **Not to Exceed Amount.** The not to exceed amount for this Amendment shall be \$260,000.00 consistent with the terms of the Agreement (as amended).

4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement (as previously amended) 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 (not previously amended) 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 or email and such signature is as valid as the original signature of such party.

6. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all 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, 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Wastewater Odor Control Chemicals and Services Agreement on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**USP TECHNOLOGIES**

By: \_\_\_\_\_  
*[Handwritten Signature]*

[Corporate Seal]

Print Name: Tom Siller

Title: General Manager

STATE OF VIRGINIA     )  
COUNTY OF HENRICO    )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or online notarization on this \_\_\_\_ day of March 2021, by Tom Siller, as the General Manager of USP Technologies, A Georgia Corporation, which is authorized to do business in the State of Florida, who is personally known to me or who has produced Tom Siller as identification, and who did take an oath that he is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

\_\_\_\_\_  
*[Handwritten Signature]*  
Notary Public Signature

Notary Seal:

Notary Registration Number: 147205

My Commission Expires: 9-30-2023



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Leisure Services

**TITLE:**

First amendment to parking enforcement solutions equipment and related services agreement with IPS Group, Inc., and, associated budget amendment to correct current FY 2021 budget line

**SUMMARY:**

First amendment to parking enforcement solutions equipment and related services agreement provides for an extension of the Agreement through December 31, 2023 and provides for a required increase in the current FY 2021 contractual parking budget to correct an underbudgeted amount.

**BACKGROUND AND JUSTIFICATION:**

On April 17, 2018, the City entered into the parking enforcement solutions equipment and related services agreement with the IPS Group, Inc. utilizing the National Cooperative Purchasing Alliance.

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

The National Cooperative Purchasing Alliance (NCPA) has exercised its option to renew its contract with the Vendor (IPS Group, Inc.) and has extended the term of their contract through December 31, 2023.

The City and the IPS Group, Inc. wish to exercise the extensions under the Agreement to extend the term to June 29, 2023.

The FY 2020 actual budget amount for the contractual parking budget was \$ 93,221.53. The FY 2021 is currently underbudgeted at \$88,000. Therefore, additional funding in the amount of \$35,400 is also being requested to be appropriated from current revenues to accommodate the existing IPS contracts for meters and handheld device contracts. The amended FY 2021 budget after the additional appropriation will be \$123,400.00.

**MOTION:**

Move to approve/disapprove the first amendment to parking enforcement solutions equipment and related services agreement with IPS Group, Inc. and to amend the budget line for an additional \$35,400.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
First Amendment

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	123,400	121,000	122,000	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>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 #	FY21 Budget	Current Balance	Agenda Expenditure	Balance
140-8050-579.34-50	Beach Parking/ Contractual Services	N/A	\$88,000	\$17,115	\$87,700	\$52,515

**FIRST AMENDMENT TO PARKING ENFORCEMENT SOLUTIONS EQUIPMENT AND  
RELATED SERVICES AGREEMENT**

THIS FIRST AMENDMENT (“Amendment”) to the Parking Enforcement Solutions Equipment and Related Services Agreement is made as of \_\_\_\_\_, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and **IPS GROUP, INC.**, a Pennsylvania corporation authorized to do business in the State of Florida (“VENDOR”).

**WHEREAS**, on April 17, 2018, the CITY entered into the Parking Enforcement Solutions Equipment and Related Services Agreement (“Agreement”) with the VENDOR utilizing the existing contract prices, terms and conditions provided in the VENDOR’s contract with the National Cooperative Purchasing Alliance (“NCPA”); and

**WHEREAS**, the NCPA has exercised its option to renew its contract with the VENDOR and has extended the term of their contract through December 31, 2023; and

**WHEREAS**, the CITY and the VENDOR wish to exercise the extensions under the Agreement to extend the term to June 29, 2023; and,

**WHEREAS**, the CITY finds amending the Agreement as set forth herein 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 VENDOR agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Agreement.** The CITY and VENDOR agree that the term of their Agreement is hereby extended to June 29, 2023.
3. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the VENDOR 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 VENDOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

4. **Scrutinized Companies.**

- a. VENDOR 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 VENDOR or any of its subcontractors are found to have submitted a false certification; or if the VENDOR 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 VENDOR 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 VENDOR, or any of its subcontractors are found to have submitted a false certification; or if the VENDOR 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 VENDOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. The VENDOR 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 VENDOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the VENDOR 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.

5. **Entire Agreement.** The CITY and the VENDOR agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement or this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Except as modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

6. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile or email 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 Parking Enforcement Solutions Equipment and Related Services Agreement on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

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

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

VENDOR:

**IPS GROUP, INC.**

By: Brian Webber

[Corporate Seal]

Print Name: BRIAN WEBBER

Title: GENERAL COUNSEL

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or  
• online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2021 by \_\_\_\_\_, as the  
\_\_\_\_\_ [title] of IPS Group, 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 VENDOR to the same.

Notary Seal:

\_\_\_\_\_  
Notary Public Signature

*See Attached*

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )  
County of San Diego )

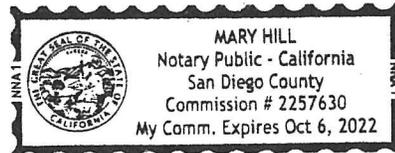
On 2-23-21 before me, Mary Hill, Notary Public  
(Here insert name and title of the officer)

personally appeared Bruan W. Webber

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

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

WITNESS my hand and official seal.



Signature Mary Hill

(Seal)

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

Additional Signer(s)     Signer(s) Thumbprint(s)

\_\_\_\_\_

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Public Works

**TITLE:**

Resolution No. 13-2021 – Community Project Funding Emergency Operation Center Grant Application

**SUMMARY:**

The resolution approves and authorizes the submission of an application to Congresswoman Lois Frankel's Office for \$2,000,000 in funding under the Community Project Funding for Fiscal Year 2022 Department of Homeland Security Emergency Operation Center Grant account for the construction of an emergency operations center. The City's application will be reviewed for inclusion in the Fiscal Year 2022 Appropriations Bill.

**BACKGROUND AND JUSTIFICATION:**

Congresswoman Lois Frankel's Office has notified the City of the process for the Community Project Funding initiative for federal funding of eligible projects under specified grant programs sponsored by the Department of Homeland Security for Fiscal Year 2022. These programs include Pre-Disaster Mitigation Grants, Nonprofit Security Grants and Emergency Operation Center Grants. Applications for funding under these grant programs are to be submitted directly to Congresswoman Lois Frankel's Office rather than the regular grant process to be considered for funding in the Fiscal Year 2022. If approved, the funding will be included in the Fiscal Year 2022 Appropriations Bill.

Resolution No. 13-2021 approves and authorizes the submission of a funding request in the amount of \$2,000,000 to the Community Project Funding: FY 2022 Homeland Security Emergency Operation Center Grant account for the inclusion of an Emergency Operations Center in the City's new Public Works Fleet facility which is currently in the design phase. The City will be responsible for the balance of the construction costs in the estimated amount of \$2,000,000. This will exceed the requisite local cost share of 25% for the project.

**MOTION:**

Move to approve/disapprove Resolution No. 13-2021 to approve and authorize the submission of an application for funding under the Community Projects Funding: FY 2022 Homeland Security Emergency Operation Center Grant account for the construction of the City's emergency operation center.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 13-2021

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	4,000,000	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	2,000,000	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>2,000,000</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	FY21 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
180-0000-337.20-01	Federal Grants	TBD				\$2,000,000	
530-9010-549.62-00	Other / Buildings / Improvements	TBD		\$4,500,000		\$2,000,000	\$2,500,000

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RESOLUTION NO. 13-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVES AND AUTHORIZES THE SUBMISSION OF AN APPLICATION FOR FUNDING UNDER THE FISCAL YEAR 2022 COMMUNITY PROJECT FUNDING: HOMELAND SECURITY EMERGENCY OPERATION CENTER GRANT PROGRAM ACCOUNT IN THE AMOUNT OF \$2,000,000 FOR CONSTRUCTION OF A MUNICIPAL EMERGENCY OPERATION CENTER; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Community Project Funding initiative makes grant funding under the Department of Homeland Security available to eligible non-profit entities and state and local government entities; and

WHEREAS, applications submitted for grant funds under the Community Project Funding initiative are reviewed for inclusion in the Fiscal Year 2022 Appropriations Bill; and

WHEREAS, the City of Lake Worth Beach (“City”) intends to submit an application to Congresswoman Lois Frankel’s Office under the Community Project Funding Initiative: Fiscal Year 2022 Homeland Security Emergency Operation Center Grant Program account for funding assistance in the amount of \$2,000,000 to construct an emergency operations center for the City; and

WHEREAS, the City will provide a matching cost share in the amount of an estimated \$2,000,000 that exceeds the required twenty-five percent (25%) local cost share for the grant funding; and

WHEREAS, these grant funds will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves and authorizes the submission of an application for funding under the Community Project Funding: Fiscal Year 2022 Homeland Security account for \$2,000,000 in FY 2022 grant funding for the construction of the City’s emergency operations center.

SECTION 2: Upon execution of the resolution, one copy shall be forwarded to the Public Works Department Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 3: This resolution shall become effective upon adoption.



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** CRA

**TITLE:**

Resolution No. 14-2021 – Community Project Funding CRA Small Business Quick Action Emergency Grant Program Application

**SUMMARY:**

The resolution approves and authorizes the submission of an application to Congresswoman Lois Frankel's Office for \$400,000 in funding under the Community Project Funding Fiscal Year 2022 Transportation, Housing and Urban Development Grant account for the Lake Worth Beach Community Redevelopment Agency (CRA) Small Business Quick Action Emergency Grant Program. The City's application will be reviewed for inclusion in the Fiscal Year 2022 Appropriations Bill.

**BACKGROUND AND JUSTIFICATION:**

Congresswoman Lois Frankel's Office has notified the City of the process for the Community Project Funding initiative for federal funding of eligible projects under specified grant programs sponsored by the Transportation, Housing and Urban Development account for Fiscal Year 2022. Applications for funding under these grant programs are to be submitted directly to Congresswoman Lois Frankel's Office rather than the regular grant process to be considered for funding in the Fiscal Year 2022. If approved, the funding will be included in the Fiscal Year 2022 Appropriations Bill.

Resolution No. 14-2021 approves and authorizes the submission of a funding request in the amount of \$400,000 to the Community Project Funding: FY 2022 Transportation, Housing and Urban Development Grant account for the Lake Worth Beach Community Redevelopment Agency Small Business Quick Action Emergency Grant Program. This program will provide emergency cash infusion grants for eligible small and local businesses for utilities, payroll and working capital.

**MOTION:**

Move to approve/disapprove Resolution No. 14-2021 to approve and authorize the submission of an application for funding under the Community Projects Funding: FY Transportation, Housing and Urban Development Grant account for the Lake Worth Beach CRA Small Business Quick Action Emergency Grant Program.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 14-2021



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RESOLUTION NO. 14-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVES AND AUTHORIZES THE SUBMISSION OF AN APPLICATION FOR FUNDING UNDER THE FISCAL YEAR 2022 COMMUNITY PROJECT FUNDING FISCAL YEAR 2022 TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT ACCOUNT IN THE AMOUNT OF \$400,000 FOR THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY SMALL BUSINESS QUICK ACTION EMMERGENCY GRANT PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Community Project Funding initiative makes grant funding under the Transportation, Housing and Urban Development account available to eligible non-profit entities, public institutions and state and local government entities; and

WHEREAS, applications submitted for grant funds under the Community Project Funding initiative are reviewed for inclusion in the Fiscal Year 2022 Appropriations Bill; and

WHEREAS, the City of Lake Worth Beach (“City”) intends to submit an application to Congresswoman Lois Frankel’s Office under the Community Project Funding Initiative: Fiscal Year 2022 Transportation, Housing and account for funding assistance in the amount of \$400,000 to the Lake Worth Beach Community Redevelopment Agency Small Business Quick Action Emergency Grant Program; and

WHEREAS, this program will provide emergency cash infusion grants for eligible small businesses in the CRA District; and

WHEREAS, these grant funds will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves and authorizes the submission of an application for funding under the Community Project Funding: Fiscal Year 2022 Transportation, Housing and Urban Development account for \$400,000 in FY 2022 grant funding for the Small Business Quick Action Emergency Grant Program.

SECTION 2: Upon execution of the resolution, one copy shall be forwarded to the Community Redevelopment Agency Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 3: This resolution shall become effective upon adoption.

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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
- Commissioner Sarah Malega
- Commissioner Christopher McVoy
- Commissioner Kimberly Stokes
- Commissioner Herman Robinson

The Mayor thereupon declared this resolution duly passed and adopted on the 6<sup>th</sup>  
day of April, 2021.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, CMC, City Clerk

**PROFESSIONAL SERVICES AGREEMENT**  
**(FY 2021 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 FY 2021 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 2021 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 23, 2021) which is attached hereto as **Exhibit “A”** and incorporated herein, the Consultant shall update the source data, assumptions and projections within its FAMS 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. 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 sated 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 One Hundred Nineteen Dollars (\$125,119.00).** 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.

<b><u>Type of Coverage</u></b>	<b><u>Amount of Coverage</u></b>
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:

Attn: David Hyder, Senior Principal – Financial Services  
Stantec Consulting Services, Inc.  
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: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@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 CONTRACTOR shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all 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 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 LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Professional Services Agreement (FY 2021 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: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONSULTANT:

**STANTEC CONSULTING SERVICES, INC.**

By: \_\_\_\_\_  
*David Hyder*

Print Name: David Hyder

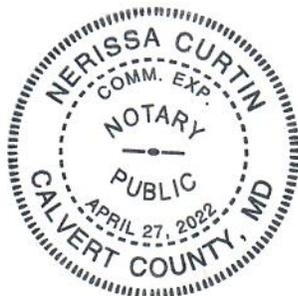
Title: Senior Principal

[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 March 2021, 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:



\_\_\_\_\_  
Notary Public Signature

**EXHIBIT "A"**

**(Consultant's Proposal)**



February 23, 2021

Mr. Bruce Miller  
Finance Director  
City of Lake Worth Beach, Florida  
7 North Dixie Highway  
Lake Worth Beach, FL, 33460

Re: FY 2021 Comprehensive Integrated Financial Sustainability Analysis Proposal

Dear Mr. Miller:

As requested, Stantec has prepared this proposed Agreement for the above referenced Project. The following sections present the scope of services included in this proposal and our proposed work plan and fee to accomplish the scope of services.

### **Scope of Services**

The proposed scope of services for this proposed Agreement is as follows:

1. Update the source data, assumptions, and projections within our FAMS Modeling System which has been customized for each of the City's Enterprise Funds (Water, Local Sewer, Stormwater, Sanitation, Beach and Electric) as well as the City's General Fund and have been updated annually since 2015.
2. Meet with Staff in interactive online work sessions to review preliminary results for each fund. Make adjustments as necessary and present results to City Commission.
3. 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.

### **Meetings**

We will conduct the following conference calls, on-site meetings (if possible and appropriate) and interactive work sessions during the project. Each is described in the Project Work Plan and Cost Estimate Schedule, and a summary of the meetings is presented below. Meetings with City staff will be conducted using online conferences to review data, assumptions, and results.

1. We will conduct one kick-off conference call to review project objectives, schedule, key issues, approach, available data, and key assumptions for all seven funds.
2. We will conduct multiple online interactive review session with City staff to review data, assumptions, and preliminary results for each of the seven funds.



3. We will conduct one onsite presentation of the results of the analysis to City Commission during a regularly schedule work session.

### **Proposed Work Plan and Consultant’s Compensation**

I have enclosed in the Appendix a Project Work Plan and Fee Estimate Schedule (Schedule) which presents our proposed work plan and fee to conduct the analysis. The above referenced Schedule presents the tasks and sub-tasks that will be required to accomplish the goals of the study as specified in the Scope of Services, and 2) shows that the Study can be completed for a fixed fee of **\$125,119**, inclusive of out-of-pocket expenses for the onsite meeting with the City Commission. The table below shows a breakdown of the work between funds. We can begin work on this assignment immediately and estimate that it can be completed within approximately 150 days of receipt of all required data.

## **City of Lake Worth Beach**

FY 2021 COMPREHENSIVE INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS



### **Fee Summary by Fund**



<b>FEE SUMMARY BY FUND</b>		<b>Inclusive of Expenses</b>
<b>WORK ELEMENT 1</b>	<b>GENERAL FUND FINANCIAL SUSTAINABILITY ANALYSIS</b>	<b>\$26,245</b>
<b>WORK ELEMENT 2</b>	<b>ELECTRIC UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS</b>	<b>\$25,417</b>
<b>WORK ELEMENT 3</b>	<b>WATER FUND FINANCIAL SUSTAINABILITY ANALYSIS</b>	<b>\$17,784</b>
<b>WORK ELEMENT 4</b>	<b>LOCAL SEWER FUND FINANCIAL SUSTAINABILITY ANALYSIS</b>	<b>\$17,784</b>
<b>WORK ELEMENT 5</b>	<b>SANITATION UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS</b>	<b>\$12,958</b>
<b>WORK ELEMENT 6</b>	<b>STORMWATER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS</b>	<b>\$12,782</b>
<b>WORK ELEMENT 7</b>	<b>BEACH FUND FINANCIAL SUSTAINABILITY ANALYSIS</b>	<b>\$12,150</b>
<b>TOTAL ALL FUNDS</b>		<b>\$125,119</b>



We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (202) 585-6391.

Very truly yours,

A handwritten signature in black ink, appearing to read "David Hyder". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

David Hyder  
Senior Principal – Financial Services

If the terms of this proposed Agreement are acceptable, please affix the appropriate signature below and return a copy (scanned copy via email is acceptable) to us for our files:



**CONSULTANT:** Stantec Consulting Services Inc.  
777 Harbour Island Boulevard, Suite 600, Tampa, FL 33602

**CLIENT:** City of Lake Worth Beach, Florida

**SCOPE OF SERVICES:** FY 2021 Comprehensive Integrated Financial Sustainability Analysis

**COMPENSATION:** A Fixed Fee of \$125,119 as set out in the attached Project Work Plan & Fee Estimate Schedule, billed monthly based upon percentage work complete by task

**EFFECTIVE DATE:** This Agreement will be effective on the date last executed below. Receipt by CONSULTANT of this executed Agreement from CLIENT will serve as a Notice to Proceed.

The services shall be performed by the Consultant in accordance with the provisions of this Agreement and any attachments. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

**STANTEC CONSULTING SERVICES, INC.**

**CITY OF LAKE WORTH BEACH, FLORIDA**

By:   
Name: David Hyder  
Title: Senior Principal  
Date: February 23, 2021

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Detailed Task Plan**

This Appendix presents the detailed task plan that we propose to execute to accomplish the scope of this project. The detailed task plan is presented in the Project Work Plan and Fee Estimate Schedule (Schedule) on the following pages.



## City of Lake Worth Beach

FY 2021 COMPREHENSIVE INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS  
Project Work Plan & Cost Estimate Schedule



PROJECT TASKS	ESTIMATED MAN-HOURS				Total Project
	Project Principal	Project Manager	Project Consultant	Project Analyst	
	\$295	\$235	\$180	\$150	
	<i>Hourly rate-&gt;</i>				
<b>WORK ELEMENT 1 GENERAL FUND FINANCIAL SUSTAINABILITY ANALYSIS</b>					
<b>TASK 1 Initiate the Project</b>					
1.1 Prepare preliminary work plan, timeline for tasks, and initial data request list prior to kick-off meeting.	1	1	1	1	4
1.2 Conduct <b>kick-off conference call</b> to review project objectives, schedule, key issues, approach, available data, and key assumptions.	1	1	1	1	4
1.3 Review initial data/documentation provided by staff and submit supplemental requests and/or clarifications.	1	1	1	1	4
<b>TASK 2 Populate the model and perform analysis, including evaluation of cost reduction and revenue diversification scenarios.</b>					
2.1 Obtain, verify and input financial, property, and other data into Burton & Associates' proprietary FAMS XL© General Fund Sustainability Model, project year end results for the current year and run the model and produce preliminary output for identified scenarios, including a ten year financial management plan that will include the following:	1	2	16	24	43
o Property data base by parcel					
- Complete data base of all parcels in the City with relevant information such as taxable value, exemptions, current tax, etc., including adjustment factors for each parcel, or parcels by property classes, for future years.					
- Above referenced property data base integrated so that changes in assumptions for future years are linked to the calculation algorithms of the model.					
o Operations and Maintenance (O&M) Budget and projections					
- O&M budget categories, initial year budget and projections of budget in future years.					
- Inflation factors for each O&M budget cost category.					
o Capital Improvements Program (10 year)					
- Project listing by year (including alternative Master Plan/CIP scenarios)					
- Identification of funding source by project by year for each scenario					
o Borrowing Program (for each Master Plan/CIP scenario)					
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.					
- Timing of bond issue(s)/loan(s) to provide required borrowed funds					
- Annual debt service of bond issue(s)/loan(s)					
o Revenue Sufficiency Analysis					
- Annual revenue projections for all GF revenue sources, including variable annual adjustment factors for each revenue source.					
- Annual plan to provide sufficient revenues for each scenario evaluated through adjustments to O&M costs, capital costs, millage rates, etc.					
o Sources and Uses of Funds Analysis					
o Funds Analysis					
- Spend down limits (minimum reserve requirements) by fund.					
- Beginning and ending funds balances by fund by year.					
o Analysis of prior and current year performance versus performance criteria.					
2.2 Make adjustments to FAMS to model alternative scenarios for the Fund.	0	1	1	2	4
2.3 Review results with consulting team, make required adjustments and create alternatives scenarios.	2	2	4	6	14
2.4 Meet with City staff in online interactive work sessions to review preliminary results.	1	1	1	1	4
2.5 Make adjustments as required based upon input from City staff in the prior sub-task.	0	1	2	4	7
2.6 Meet with City staff in a second interactive work session to review adjusted results and determine final plan of annual rate revenue adjustments and the revenue requirements for the test year for rate making.	1	1	1	1	4
2.7 Make adjustments as required based upon input from City staff in the prior sub-task.	0	1	2	4	7
<b>TASK 3 Present findings to City Management and Commission</b>					
3.1 Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the project.	2	2	2	1	7
3.2 Review presentation with City Staff & Management and make adjustments to presentation.	1	1	1	1	4
3.3 Present the results of the analysis to City Commission in a workshop.	1	1	1	1	4
3.4 Make adjustments based upon input and direction from City Commission.	0	1	2	4	7
3.5 Conduct a second presentation of the results to City Commission in a workshop.					
3.6 Make adjustments as required based upon the review with City Commission in the prior subtask.					
		--- At Hourly Rates as Required ---			
		--- At Hourly Rates as Required ---			
<b>TASK 4 Document the results in a Report.</b>					
4.1 Document the results of the analysis in a Draft Report.	1	1	4	8	14
4.2 Make adjustments based upon input from City staff and prepare the Final Report.	1	1	1	1	4
4.3 Present the results of the Final Report to the City Commission.	1	1	1	1	4
<b>TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 1</b>	<b>15</b>	<b>20</b>	<b>42</b>	<b>62</b>	<b>139</b>
<b>TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 1</b>	<b>\$4,425</b>	<b>\$4,700</b>	<b>\$7,560</b>	<b>\$9,300</b>	<b>\$25,985</b>
<b>ESTIMATED EXPENSES - WORK ELEMENT 1</b>					<b>\$260</b>
<b>TOTAL ESTIMATED COST - WORK ELEMENT 1</b>					<b>\$26,245</b>





**City of Lake Worth Beach**  
**FY 2021 COMPREHENSIVE INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS**  
**Project Work Plan & Cost Estimate Schedule**



Project Tasks		Rates ---->	Project Principal \$295	Estimated Project Manager \$235	Man-Hours Project Consultant \$180	Project Analyst \$150	Total Project
<b>WORK ELEMENTS 3 &amp; 4 WATER AND LOCAL SEWER FINANCIAL SUSTAINABILITY ANALYSIS</b>							
<b>Task 1 Project Initiation, Data Collection &amp; Data Review</b>							
1.1	Prepare preliminary work plan, timeline for tasks, and initial data request list prior to kick-off meeting.		1	1	1	1	4
1.2	Conduct kick-off conference call to review project objectives, schedule, key issues, approach, available data, and key assumptions.		1	1	1	1	4
1.3	Review initial data/documentation provided by staff and submit supplemental requests and/or clarifications.		1	2	2	2	7
<b>Task 2 Revenue Sufficiency Analysis - Develop a Multi-Year Financial Forecast of System Revenue Requirements</b>							
2.1	Input financial and billing data into 2 separate versions of our FAMS-XL© financial planning module, run the modules, and produce preliminary output, including ten-year financial management plans for the Water and Local Sewer Funds that will include the following:		1	1	16	24	42
	o Capital Improvements Program and Capital Financing Plan						
	- Project listing by year, including integration of specific scenarios as required						
	- Alternative funding sources for capital projects						
	- Development of a capital financing plan, including identification of timing and amount of borrowing requirements						
	o Borrowing Program						
	- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds, State or other programs or bank loans						
	- Timing of bond issue(s)/loan(s) to provide required borrowed funds						
	- Annual debt service of bond issue(s)/loan(s)						
	o Revenue Sufficiency Analysis						
	- Annual revenue projections, include a breakdown of revenues from sale of services, connection fees, and other revenues						
	- Annual operations and maintenance expense projections						
	- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.						
	o Sources and Uses of Funds Analysis						
	o Financial Policy Review						
	- Reserve Levels (Minimum Fund Balance Policies) for each fund						
	- Beginning and ending funds balances by fund by year						
2.2	Make adjustments to FAMS to model alternative scenarios for the Fund.		0	2	4	8	14
2.3	Review results with consulting team, make required adjustments and create alternatives scenarios.		1	2	4	8	15
2.4	Meet with City staff in interactive online work sessions to review preliminary results.		2	2	2	2	8
2.5	Make adjustments as required based upon input from City staff in the prior sub-task.		1	2	3	4	10
2.6	Meet with City staff in a second interactive work session to review adjusted results and determine final plan of annual rate revenue adjustments and the revenue requirements for the test year for rate making.		2	2	2	2	8
2.7	Make adjustments as required based upon input from City staff in the prior sub-task.		0	1	2	4	7
2.8	Conduct and Compile a Comparative Rate Survey		0	1	2	4	7
<b>TASK 3 Present findings to City Management and Commission</b>							
3.1	Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the project.		1	1	2	4	8
3.2	Review presentation with City Staff & Management and make adjustments to presentation.		1	1	1	1	4
3.3	Present the results of the analysis to City Commission in a workshop.		1	1	1	1	4
3.4	Make adjustments based upon input and direction from City Commission.		1	1	2	4	8
3.5	Conduct a second presentation of the results to City Commission in a workshop.						
3.6	Make adjustments as required based upon the review with City Commission in the prior subtask.						
--- At Hourly Rates as Required ---							
--- At Hourly Rates as Required ---							
<b>TASK 4 Document the results in a Report.</b>							
4.1	Document the results of the analysis in a Draft Report.		1	2	8	12	23
4.2	Make adjustments based upon input from City staff and prepare the Final Report.		1	2	4	8	15
4.3	Present the results of the Final Report to the City Commission.		1	1	1	1	4
<b>TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 3 &amp; 4</b>			<b>17</b>	<b>26</b>	<b>58</b>	<b>91</b>	<b>192</b>
<b>TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 3 &amp; 4</b>			<b>\$5,015</b>	<b>\$6,110</b>	<b>\$10,440</b>	<b>\$13,650</b>	<b>\$35,215</b>
<b>ESTIMATED EXPENSES - WORK ELEMENT 3 &amp; 4</b> 1.00%							<b>\$352</b>
<b>TOTAL ESTIMATED COST - WORK ELEMENT 3 &amp; 4</b>							<b>\$35,567</b>
<b>ALLOCATION TO WATER AND LOCAL SEWER:</b>							
WATER							\$17,784
LOCAL SEWER							\$17,784





**City of Lake Worth Beach**  
 FY 2021 COMPREHENSIVE INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS  
 Project Work Plan & Cost Estimate Schedule



PROJECT TASKS	ESTIMATED MAN-HOURS					Total Project
	Project Principal \$295	Project Manager \$235	Project Consultant \$180	Project Analyst \$150		
<b>WORK ELEMENT 6 STORMWATER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS</b>						
<b>Task 1 Project Initiation, Data Collection &amp; Data Review</b>						
1.1 Prepare preliminary work plan, timeline for tasks, and initial data request list prior to kick-off meeting.	1	1	1	1	4	
1.2 Conduct kick-off conference call to review project objectives, schedule, key issues, approach, available data, and key assumptions.	1	1	1	1	4	
1.3 Review initial data/documentation provided by staff and submit supplemental requests and/or clarifications.	0	1	1	1	3	
<b>Task 2 Revenue Sufficiency Analysis - Develop a Multi-Year Financial Forecast of System Revenue Requirements</b>						
2.1 Obtain, verify and input financial and billing data into Burton & Associates proprietary FAMS XL © model, set-up and run the model and produce preliminary output, including a ten year financial management program that will include the following:	1	1	1	4	7	
o Capital Improvements Program						
- Project listing by year						
- Alternative financing options for capital projects						
- Optimum funding source by project by year						
o Borrowing Program						
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.						
- Timing of bond issue(s)/loan(s) to provide required borrowed funds						
- Annual debt service of bond issue(s)/loan(s)						
o Revenue Sufficiency Analysis						
- Annual revenue projections						
- Annual operations and maintenance expense projections						
- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.						
- Alternative plans of annual percentage rate adjustments to the water and wastewater rates to provide sufficient revenues for each service.						
o Sources and Uses of Funds Analysis						
o Funds Analysis						
- Spend down limits (minimum reserve requirements) by fund						
- Beginning and ending funds balances by fund by year						
2.2 Make adjustments FAMS to model alternative scenarios for the Fund.	0	0	1	2	3	
2.3 Review results with consulting team, make required adjustments and create alternatives scenarios.	0	1	1	1	3	
2.4 Meet with City staff in interactive online work sessions to review preliminary results.	0	1	1	1	3	
2.5 Make adjustments as required based upon input from City staff in the prior sub-task.	0	0	1	2	3	
2.6 Meet with City staff in a second interactive work session to review adjusted results and determine final plan of annual rate revenue adjustments and the revenue requirements for the test year for rate making.	0	1	1	1	3	
2.7 Make adjustments as required based upon input from City staff in the prior sub-task.	0	0	1	1	2	
2.8 Conduct and Compile a Comparative Rate Survey	0	0	1	1	2	
<b>TASK 3 Present findings to City Management and Commission</b>						
3.1 Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the project.	1	0	1	1	3	
3.2 Review presentation with City Staff & Management and make adjustments to presentation.	1	1	1	1	4	
3.3 Present the results of the analysis to City Commission in a workshop.	1	1	1	1	4	
3.4 Make adjustments based upon input and direction from City Commission.	0	0	1	2	3	
3.5 Conduct a second interactive review session with City Commission as required.						
3.6 Make adjustments as required based upon the review with City Commission in the prior subtask.						
						--- At Hourly Rates as Required ---
						--- At Hourly Rates as Required ---
<b>TASK 4 Document the results in a Report.</b>						
4.1 Document the results of the analysis in a Draft Report.	0	1	2	6	9	
4.2 Make adjustments based upon input from City staff and prepare the Final Report.	0	1	1	1	3	
4.3 Present the results of the Final Report to the City Commission.	1	1	1	1	4	
<b>TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 6</b>	<b>7</b>	<b>12</b>	<b>19</b>	<b>29</b>	<b>67</b>	
<b>TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 6</b>	<b>\$2,065</b>	<b>\$2,820</b>	<b>\$3,420</b>	<b>\$4,350</b>	<b>\$12,655</b>	
<b>ESTIMATED EXPENSES - WORK ELEMENT 6</b> 1.00%					<b>\$127</b>	
<b>TOTAL ESTIMATED COST - WORK ELEMENT 6</b>					<b>\$12,782</b>	



Attachment

Independent Municipal Advisor Exemption

February 23, 2021

City of Lake Worth Beach, Florida is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission and the "independent municipal advisor" exemption from the definition of "advice." City of Lake Worth Beach, Florida hereby notifies Stantec Consulting Services Inc. that it wishes them to continue to provide recommendations on user fees and financial forecasting related to the issuance of municipal securities. City of Lake Worth Beach, Florida is represented by the firm of Davenport & Company, which it has retained to, among other things, assist [Issuer] in evaluating any and all of such recommendations. City of Lake Worth Beach, Florida will rely on Davenport & Company for advice. **Therefore, City of Lake Worth Beach, Florida understands that Stantec Consulting Services Inc. is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities and Exchange Act.** This certificate may be relied upon until February 22, 2022. Stantec Consulting Services Inc. understands that it must also send a copy of this certificate to t Davenport & Company.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Financial Services

**TITLE:**

Agreement with Stantec Consulting Services, Inc for Comprehensive Sustainability Analysis for the City for the FY 2022 Budget not to exceed \$125,119.00

**SUMMARY:**

The Agreement will provide an update to the FY2021 Comprehensive Integrated Financial Sustainability Analysis which provided framework for the City's FY 2022 budget and budget projections through FY 2031. The Agreement is funded in the current FY 2021 budget.

**BACKGROUND AND JUSTIFICATION:**

As was demonstrated during the FY 2019, 2020 and 2021 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 2022 budget preparation in the amount not to exceed \$125,119.00. 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 2022 budget preparation.

**MOTION:**

Move to approve/disapprove the agreement with Stantec Consulting Services, Inc for an updated Comprehensive Integrated Financial Sustainability Analysis for FY 2022 Budget Preparation not to exceed \$125,119.00.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Stantec Consulting Services, Inc Agreement

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	125,119.00	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>125,119.00</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:**

<b>Account Number</b>	<b>Account Description</b>	<b>Project Number</b>	<b>FY20 Budget</b>	<b>Current Balance</b>	<b>Agenda Expenditure</b>	<b>Balance</b>
001-9010-519.34-50	Contractual services		\$239,754.00	\$123,499.99	\$26,245.00	\$97,254.99
140-8055-575.31-90	Professional services		\$7,122.00	\$ 3038.74	\$3,037.50	\$1.24
140-8056-575.31-90	Professional services		\$6,230.00	\$ 3,038.00	\$3,037.50	\$0.50
140-8072-572.31-90	Professional services		\$2,935.00	\$ 1,215.00	\$1,215.00	\$0
140-8074-575.31-90	Professional services		\$9,641.00	\$ 4,860.00	\$4,860.00	\$0
401-6010-531.31-90	Professional services		\$429,078.00	\$138,691.80	\$25,417.00	\$113,274.80
402-7010-533.31-90	Professional services		\$307,504.00	\$92,029.18	\$17,784.00	74,245.18
403-7010-535.34-50	Contractual services		\$60,864.00	\$17,784.00	\$17,784.00	\$0
408-5090-538.31-90	Professional services		\$58,370.00	\$12,782.79	\$12,782.00	\$0.79
410-5081-534.34-50	Contractual services		\$42,484.00	\$ 9,312.87	\$7,774.80	\$1,538.07
410-5082-534.34-50	Contractual services		\$8,200.00	\$3,240.00	\$1,295.80	1,944.20
410-5083-534.34-51	Contractual services		\$12,000.00	\$10,000.00	\$3,887.40	6,112.60

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 6, 2021

**DEPARTMENT:** Leisure Services/  
Public Works

**TITLE:**

City of Lake Worth Beach Food Drive

**SUMMARY:**

Among the many impacts felt by the Covid-19 pandemic, many Lake Worth Beach families also faced the issue of food insecurity. As a response to support the needs of the community, the City has coordinated and supported weekly food drive distribution sites every Tuesday since March of 2020. This program has been successful and currently feeds about 700 households weekly.

**BACKGROUND AND JUSTIFICATION:**

In March 2020 during the COVID-19 pandemic, the City of Lake Worth Beach and generous volunteers partnered with Feeding South Florida to host weekly food drives. During this time, select Public Works and Leisure Services staff schedules have been redirected to support this event in lieu of their regularly assigned duties.

As restrictions are lifted and the City is reopening, the demand for staff time is increasing. Many of our City employees who support the food drive are instrumental in the City's day to day maintenance and operations. As the months progress and we continue to transition through different phases of the pandemic, needs continue to change as well. Staff is recommending a bi-weekly food drive to be held on the first and third Tuesdays of the month in an effort to alleviate the demand for City staff.

The cost breakdown by Department for the food drive events is as follows:

**Monthly Cost: \$9,908**

**Weekly Cost: \$2,477**

- Facilities = 5 staff x 4 hours (2hr setup, 2hr breakdown) for tents – 20hours x \$30/hr = \$600
  - 2 trucks x 4 hours = 8hrs x \$15/hr = \$120
- Streets = 4 staff x 3 hours (MOT setup/takedown) = 12hrs x \$30 = \$360
  - 2 trucks x 3 hrs = 6hrs x \$15/hr = \$90
  - MOT devices = \$100/day
- Solid Waste = 3 staff x 3 hours = 9hrs x \$30 = \$270
  - Garbage truck x 3hrs = 3hr x \$100/hr = \$300

**Total Public Works costs per event = \$1,840.00**

- Parking = 3 staff x 3 hours = Total \$224.79
- Special Events = 2 staff x 4 hours = \$172 per event
  - (Supplies Water) = 2 cases = 10.00 per event = Total \$182 per event
- Recreation = 3 staff x 3 hours = Total \$231

**Total Leisure Staff Cost per event = \$637.00**

**MOTION:**

Move to approve/disapprove hosting bi-weekly food drive events through May 31.

**ATTACHMENT(S):**

Fiscal Impact Analysis- N/A



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, APRIL 20, 2021 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:**

**PLEDGE OF ALLEGIANCE:**

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

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

- A. Palm Beach State College presentation
- B. Presentation by Denise Sanon, Principal of Barton Elementary School

**COMMISSION LIAISON REPORTS AND COMMENTS:**

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

**APPROVAL OF MINUTES:**

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

- A. Agreement with Skyline Contractors for the construction of the Howard Park CDBG Improvements Project

**PUBLIC HEARINGS:**

- A. Ordinance No. 2021-02 – Second Reading – Consideration of the establishment of a residential planned development including a development of significant impact, a major site plan, a conditional use, and sustainable bonus incentives for Golden Road Apartments, which includes 230 residential units
- B. Ordinance 2021-01 - Second Reading - Consideration of an ordinance to Chapter 23 “Land Development Regulations” regarding changes to allow for takeout establishments by zoning district and to clarify that only one (1) continuance is permitted for all affected parties to ensure that the City does not run afoul of development review time limitations for local governments as set forth in Florida law, and several minor amendments related to definitions and use review processes

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

A. Bond Re-authorization resolutions Water Sewer

**LAKE WORTH BEACH ELECTRIC UTILITY:**

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

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

**PUBLIC HEARING:**

**NEW BUSINESS:**

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**ADJOURNMENT:**

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