



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 01, 2020 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Mayor Pam Triolo

PLEDGE OF ALLEGIANCE: led by Commissioner Scott Maxwell

AGENDA - Additions / Deletions / Reordering:

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

A. Proclamation for Farmer's Girl Restaurant

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.** Consideration of settlement with Plaintiff, Glenda Funes, in the amount of \$47,500 (inclusive of attorney's fees)
- B.** Resolution No. 53-2020 – FY 2020 – 2021 State Aid to Libraries Grant Application
- C.** CRA purchase of vacant property to facilitate Development located at 1003 North F Street, Lake Worth Beach, FL from the City of Lake Worth Beach ("City")
- D.** Interlocal Agreement between Palm Beach County and City of Lake Worth Beach for design of utility adjustments for Lake Osborne Drive over Lake Bass Canal Bridge Replacement project
- E.** Resolution No. 35-2020 – Amended to correct scrivener's error in the original resolution.

PUBLIC HEARINGS:

- A.** ***Ordinance No. 2020-19 - Second Reading - adopting the Florida Building Code 2020 7th Edition has been moved to the December 15, 2020 meeting.
- B.** Ordinance No. 2020-15 – Second Reading - amending Chapter 23 "Land Development Regulations" regarding changes to commercial vehicle parking, open air operations, temporary banner signage for new construction, and landscaping requirements.

- C. Ordinance No. 2020-17 – Second Reading - Approve the establishment of a mixed-use urban planned development for Village Flats
- D. Ordinance 2020-18 (PZB 20-01300002) – Second Reading - Request for a City-initiated rezoning for 118 North A Street, 116 North A Street, 127 North B Street, 121 North B Street, 119 North B Street, 113 North B Street, 1500 Lucerne Avenue, and 128 North C Street from either Single Family – Two Family Residential (SF-TF-14) or Multi-family Residential 20 (MF-20) to Mixed Use – East (MU-E)

NEW BUSINESS:

- A. Proposed ban on plastic straws in facilities owned, operated or managed by the City of Lake Worth Beach
- B. Discussion item brought forward by Comm. Robinson regarding additional required public meetings for development projects
- C. Resolution No. 54-2020 Municipal CARES ACT Interlocal Agreement with Palm Beach County

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)

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 1, 2020

DEPARTMENT: Legal/Risk

TITLE:

Consideration of settlement with Plaintiff, Glenda Funes, in the amount of \$47,500 (inclusive of attorney's fees)

SUMMARY:

This is a request to settle a lawsuit with Glenda Funes for injuries she sustained in an automobile accident that occurred in November 2016. If approved, the claimant will execute a general release in favor of the City.

BACKGROUND AND JUSTIFICATION:

This case arises out of an accident that occurred on November 11, 2016, at the intersection of "A" Street and 12th Avenue in Lake Worth Beach, when a vehicle driven by a city employee struck the passenger side of Ms. Funes' vehicle. Following the accident Ms. Funes began chiropractic treatment and underwent several treatments for pain management with a recommendation for surgery. The medical bills to date exceed \$95,000.

Recently, the City participated in court ordered mediation which was unsuccessful. However, the parties continued to negotiate and have tentatively agreed to a settlement of \$47,500, which is inclusive of attorney's fees and costs. The settlement agreement is contingent upon City Commission approval, and is recommended.

MOTION:

Move to approve the settlement with Plaintiff in the amount of \$47,500 (inclusive of attorney's fees), in exchange for a complete release.

ATTACHMENT(S):

Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures		\$47,500	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	\$47,500	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
520-1332-513-45-60	Self-Insurance	N/A	\$300,000	\$277,306	\$47,500	\$229,806

C.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 1, 2020

DEPARTMENT: Leisure Services

TITLE:

Resolution No. 53-2020 – FY 2020 – 2021 State Aid to Libraries Grant Application

SUMMARY:

The resolution approves the submission of an application for funding assistance in the estimated amount of \$12,000 to supplement the operating budget of the City's public library under the Fiscal Year 2020-2021 State Aid to Libraries grant program. The resolution also authorizes the Mayor to execute the Agreement 21-ST-58 between the Florida Department of State, Division of Library and Information Services and the City that sets forth the terms and conditions for this funding. The resolution further approves and authorizes the Mayor to certify the 2020-2021 Annual Plan of Service for the City's public library.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth has recently been notified by the Florida Department of State, Division of Library and Information Services that it is eligible for a formula allocation of an estimated \$12,000 under the State Aid to Libraries Program to assist with the operation and maintenance of its public library for Fiscal Year 2020-2021. These funds cannot supplant existing local funds budgeted for the operation of the City's public library during this period. As an eligibility requirement, the City must have a single administrative head employed on a full-time basis with the responsibility of management and coordination of the operations of the library. The library must provide its services free to the public.

Resolution No. 53- 2020 approves the submission of the application for this funding and authorizes the Mayor to execute the Agreement 21-ST-58 with the Florida Department of State, Division of Library and Information Services on behalf of the City as part of the application process. The agreement sets forth the terms and conditions for the use of this funding and certifies the expenditure of local funds under a single administrative head for the operation and maintenance of its public library during the previous fiscal year.

The resolution further approves the City's 2020-2021 Annual Plan of Service for the library and authorizes the Mayor to sign the certification to this effect, as well as the certification of the approved FY 2021 operating budget and FY 2019 expenditures summary for the City's public library.

MOTION:

Move to approve/disapprove Resolution No. 53-2020 approving submission of the application for funding assistance and authorizing the Mayor to execute the State Aid to Libraries Grant Agreement 21-ST-58, the 2020-2021 Annual Plan of Service for the City's public library and

certification of the approved FY 2021 operating budget and FY 2019 expenditures summary for the City's public library.

ATTACHMENT(S):

- Fiscal Impact Analysis
- Resolution
- FY 2020-2021 State Aid to Libraries Agreement
- 2020-2021 Annual Plan of Service
- FY 2021 Operating Budget
- FY 2019 Expenditures Summary

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	12,000	0	0	0	0
External Revenues	12,000	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Leisure Services FY 2020-2021 State Aid to Libraries

Account Number	Account Description	Project Number	Agenda Expenditure
180-9720-5721-52.00	Operating Expenses	TBD	\$12,000

C. Department Fiscal Review:: _____

1
2
3 RESOLUTION NO. 53-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA,
4 APPROVING THE SUBMISSION OF AN APPLICATION FOR FUNDING UNDER THE
5 FISCAL YEAR 2020-2021 STATE AID TO LIBRARIES GRANT PROGRAM;
6 AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT 21-ST-58 BETWEEN
7 THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND
8 INFORMATION SERVICES AND THE CITY FOR GRANT FUNDS IN THE ESTIMATED
9 AMOUNT OF \$12,000 PROVIDED THROUGH THE FISCAL YEAR 2020-2021 STATE
10 AID TO LIBRARIES PROGRAM; APPROVING AND AUTHORIZING THE SUBMISSION
11 OF THE ANNUAL PLAN OF SERVICE FOR 2020-2021 AND CERTIFICATION OF THE
12 FISCAL YEAR 2021 OPERATING BUDGET AND FISCAL YEAR 2019 EXPENDITURES
13 SUMMARY FOR THE CITY'S PUBLIC LIBRARY; PROVIDING FOR AN EFFECTIVE
14 DATE; AND FOR OTHER PURPOSES.

15
16 WHEREAS, the State Aid to Libraries Program ("Program") is administered by the
17 Florida Department of State, Division of Library and Information Services ("Division") for
18 the purpose of supplementing the operating budgets of eligible public libraries to
19 encourage the development and provision of free public library service; and
20 WHEREAS, Program funding allocations for a given fiscal year are determined by
21 statutory formula based on the expenditure of local funds by eligible grantees for the
22 maintenance and operation of their public libraries during the preceding fiscal year; and
23

24 WHEREAS, grant funds made available to eligible grantees under the Program to
25 supplement the operating budgets of eligible libraries to assist in maintaining and
26 developing vital services for the public; and
27

28 WHEREAS, the City of Lake Worth Beach ("City") meets the basic eligibility
29 requirements to receive a formula allocation in Program funding to supplement the
30 operating budget of its Public Library for Fiscal Year 2020-2021; and
31

32 WHEREAS, the City is not required to provide a matching cost share for these
33 Program funds; and
34

35 WHEREAS, the Division and the City both desire to enter into a grant agreement
36 that sets forth the terms and conditions for the use of these Program funds; and
37

38 WHEREAS, the City is required to submit its Annual Plan of Service for 2020-2021
39 and certification of the Fiscal Year 2021 Operating Budget and Fiscal Year 2019
40 Expenditures Summary for the City's Public Library with the grant agreement.
41

42 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE
43 WORTH BEACH, FLORIDA, that:
44

45 SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby
46 approves and authorizes the Mayor to execute the Grant Agreement 21-ST-58 between

47 the Florida Department of State, Division of Library and Information Services and the City
48 for grant funds made available through the Fiscal Year 2020-2021 State Aid to Libraries
49 Program to assist with the operation of the Lake Worth Beach Public Library.

50
51 SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby
52 authorizes the Mayor to execute the certification of the 2020-2021 Annual Plan of Service
53 the Fiscal Year 2021 Operating Budget and the Fiscal Year 2019 Expenditures Summary
54 for the Lake Worth Beach Public Library for submission to the State.

55
56 SECTION 3: Upon execution of the resolution, one copy shall be forwarded to the Leisure
57 Services Department Director. The fully executed original shall be maintained by the City
58 Clerk as a public record of the City.

59
60 SECTION 4: This resolution shall become effective upon adoption.

61
62 The passage of this resolution was moved by Commissioner
63 _____, seconded by Commissioner _____, and upon being
64 put to a vote, the vote was as follows:

- 65 Mayor Pam Triolo
- 66 Vice Mayor Andy Amoroso
- 67 Commissioner Scott Maxwell
- 68 Commissioner Herman Robinson
- 69

70 The Mayor thereupon declared this resolution duly passed and adopted on the 1st
71 day of December, 2020.

72 LAKE WORTH BEACH CITY COMMISSION

73
74
75 By: _____
76 Pam Triolo, Mayor

77
78 ATTEST:
79
80
81 _____
82 Deborah M. Andrea, CMC, City Clerk

83
84

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Lake Worth Beach for and on behalf of Lake Worth Beach Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the City of Lake Worth Beach for and on behalf of Lake Worth Beach Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2020-21 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2018 - September 30, 2019.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2018 through June 30, 2021. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to

be awarded.

Payment 1, Deliverable/Task 1

Payment will be an advance in the amount of 50% of the grant award for the period October 1, 2018 through June 30, 2021. The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2018 - September 30, 2019;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2018 - September 30, 2019 only; and
- o Provide the Certification of Credentials for the Single Administrative Head.

Payment 2, Deliverable/Task 2

Payment will be an advance in the amount of 50% of the grant award for the period October 1, 2018 through June 30, 2021. The Grantee will:

- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2018 to June 30, 2021, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2018) and concludes with the end of the State of Florida's current fiscal year (June 30, 2021).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2018 – September 30, 2019) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B. No costs incurred after the second preceding fiscal year shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Cindy Ansell
Lake Worth Beach Public Library
15 North M Street Lake Worth Beach Florida 33460
Phone: 561.533.7354
Email: cansell@lakeworthbeachfl.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the Fiscal Year 2020-21 State Aid to Libraries Final Grants document (Attachment B), which shall be paid by the Division in consideration for the Grantees minimum performance as set forth by the terms and conditions of this Agreement. Payment will be made in accordance with the completion of the Deliverables.

The grant payment schedule is outlined below:

- a) The first payment will be 50% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
 - b) The second payment will be 50% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (as of January 2020) (<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department

of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.
19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the

grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;

- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
 - d) The name of the account(s) must include the grant award number;
 - e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
 - f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).
- 20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 21. Lobbying.** The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.
- 22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants,

employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or

remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

- 30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).
37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2020-21 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee: **Department of State**

By: _____ By: _____

Chair of Governing Body or Chief Executive Officer

Amy Johnson, Director
Division of Library and Information Services
Department of State, State of Florida
Typed name and title

Date

Clerk or Chief Financial Officer

Witness

Typed name and title

Date

Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be

paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General

Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT
PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not applicable.

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

**STATE RESOURCES AWARDED TO THE RECIPIENT
PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B
Fiscal Year 2020-21 State Aid to Libraries Final Grants



Lake Worth Beach Public Library



ANNUAL PLAN OF SERVICE Fiscal Year 2020 - 2021

ANNUAL PLAN OF SERVICE

Fiscal Year 2020 - 2021

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REVIEW OF 2019-2020

EVENTS

FY2020 began with the Library losing 2.5 positions. The staff went from 6FTE to 3.5 FTE.

The Library's approved budget for FY2020 was \$434,536 down \$103,300 from the \$537,836 which had been spent in FY2019.

The Library entered into a contract with Brodart to lease McNaughton books and purchase all other books preprocessed. We contracted with the Cloud library for greater ebook access.

The Library moved full speed ahead into its restoration and renovation project. The plan was to restore our 1941 building's beauty while repurposing it for the future.

The Library was closed for December and January for painting, floor resurfacing, and relocation of materials and services. We had a soft reopening in mid-February with a major grand reopening planned for National Library week in April.

Then came COVID. The Library closed on March 13 and remained closed until September 21. Because I am in a risk category, I was required to work from home. Other staff members were permitted to come in the Library on a split schedule. Staff time was used to catalog the many books in our backlog, weed the collection, and preparing curbside pickup orders.

As soon as the Library closed, we moved as many programs and services as we could to the City's website. Library cards were issued on-line, library card holders could reserve books for curbside pickup and of course access our e-books on the Cloud Library. We began producing Storytime At Home Videos and making Storytime To Go bags for curbside pickup (each bag contained a book and an activity).

While the Library was closed, the entire children's area was moved to the front of the Library and our entire Non-fiction collection was moved to the second floor.

While the Library was closed, the public access computer area was dismantled. Desktops were replaced with Laptops which operate on the Library's WIFI allowing devices to be used throughout the Library.

The Library opened on 9/21 with limited hours, 10-12 and 2-4 Monday through Friday. The Library is thoroughly disinfected midday and at the end of the day.

GOALS AND OBJECTIVES 2019-2020

Goal #1: Improve the User Experience

Objectives

1. Bring library up to compliance for ADA specifications listed in review. Which includes new interior ramps, external ramp and remodeling of handicapped restrooms.
2. Work with the building maintenance department to paint interior and exterior of the library. (last time 15 years) **INTERIOR DONE**

Goal #2: Improve collection management of library print and media collections.

Objectives:

1. Explore opportunities to increase library's access to acquire additional e-resources.
DONE
2. Continue to work with vendors to explore preprocessing of library materials.

DONE

Mission Statement

The mission of the Lake Worth Beach Public Library is to provide a beautiful facility, quality programming, and a variety of services so that the community may enjoy the benefits of literacy and an enriched quality of life.

Core Processes

In order to move from a mission statement to a plan of service, there are core processes which assist in converting an abstract idea into a concrete plan. The following is a list of core processes the Library will use to develop its mission.

Community discovery

- Explore what the community needs/wants/expects from the Library.
- Compile demographic, immigration, diversity, digital divide & literacy data
- Collect user experience feedback

Development of Services and Programs

- Brainstorm what the Library has to offer our community.
- Consider unique ways to meet the needs of the community.
- Develop services for the remote user.
- Develop services for the in-house user.
- Develop services and programs which enhance the City's goals and plans.

Delivery of Services and Programs

- Identify who will deliver Library services and programs.
- Set a time-frame for delivery of services and programs.
- Design a marketing and publicity plan that connects people to the Library.
- Develop a plan for partner involvement.
- Test and evaluate how well individual services and programs are meeting set goals.

Plan for Facility Support Projects

- Choose location to provide services and programs.
- Determine what activities, repairs, or changes must be made to the facility to support programs and services.
- Develop a plan for scheduled maintenance of the facility and facility repair as needed.

Include Internal Support Efforts

- Examine and document the cost of Library services and programs.
- Manage budget and finances to support Library services and programs.
- Evaluate staff and develop a plan for staff education and training to support services and programs.
- Prioritize services and programs which meet the City's goals and plans.
- Create ways to increase awareness of Library services and programs to City departments and staff members outside the Library.

User Services and Programs

User Services and Programs are the reason the Library exists. Considerable effort must be exerted to develop, maintain, and evaluate these items.

Library Collection of Materials

The Library's collection of materials is our major service to the community. Whenever possible the Library will purchase preprocessed materials, in sufficient numbers and in a timely manner to meet patron demand according to circulation statistics. The Library collects materials in a variety of formats including Large Print, audio, DVD, and e-book. Spanish and bilingual materials will be collected on demand. Adult, Young Adult, and Children's collections will be maintained with materials that are damaged or outdated being removed systematically.

Materials Circulation

Provide efficient, customer-friendly service to allow patrons to check out and reserve materials in-house or on-line.
Provide self-check-out station for patrons in-house.
Issue library cards in-house and on-line.
Currently, circulating wireless devices is being considered.

Information Services

Provide information to patrons request by phone, in person, and on-line.
Track information requests to determine if programs can be developed that meet the information needs.
Provide wireless devices to patrons for use within the Library, including laptops and e-readers.

Library Programs

Provide programs in person (as permitted) and virtually inside the library and in various locations for a variety of age groups.
Pre-school programs will be targeted towards developing important literacy skills and teaching parents the importance of reading.
Provide a quality Summer Reading Program in person (as permitted) and virtually.
Provide adult programs of community interest in person (as permitted) and virtually.
Provide community-wide events promoting literacy and reading.
Coordinate with cooperating agencies to develop literacy related programs off-site.

Business Services

Provide machines for patrons to make copies, print, scan, and fax for a fee. Wireless and remote printing services are also available.
Currently, fee-based notary, passport, and shredding services are being considered.

Internal Support Activities

Internal support is essential in order for Library Services and Programs to operate at the highest level of quality or efficiency.

Activities:

Direct the operation of library to fulfill the goals of Commission and City Manager

Continue to evaluate library policies and procedures to improve operations.

Gather data and analyze it to more effectively plan user services and library operations.

Use circulation statistics to guide collection development and management.

Develop and implement services and programs that accommodate the remote user.

Plan relevant staff training and educational opportunities.

Empower staff to creatively contribute ideas to improve operations by holding regular staff meetings.

Perform annual evaluations to advise staff and receive input from them.

Seek cost-effective ways to improve services and programs.

Investigate new technologies that expand or enhance library service to patrons.

Partner with other City departments (IT, Finance, Leisure) to improve operations.

Facility Support Projects

Continue the Library renovation and restoration project.
Prioritize projects, get cost estimates, create project time line.
Seek grants to fund projects.

Projects:

Relocate book drops.

Obtain Library signage.

Purchase screen for meeting room.

Install projector in meeting room.

Investigate removing meeting room ceiling.

Widen door in family restroom.

Install ramp from meeting room to YA area.

Renovate Florida Room.

Inspect Florida Room book collection.

Evaluate Library Art Collection.

Strip floors in public restrooms.

Cooperative Initiatives

Lend library and literacy knowledge and expertise to support other City Departments, local non-profits, and area agencies. Join professional organizations to maintain professional contacts and awareness.

Groups include:

City of Lake Worth Beach Library Advisory Board

Friends of the Lake Worth Library

Mayor's Committee on Literacy in Lake Worth Beach

Lake Worth Little Free Library Project

Lake Worth Historical Museum

Lake Worth CRA

Library Cooperative of the Palm Beaches

Bridges of Lake Worth and Highland

Healthier Lake Worth

Headstart

Rotary Club of Lake Worth

Literacy Coalition of Palm Beach County

School District of Palm Beach County

Florida Library Association

GOALS AND OBJECTIVES 2020-2021

Goal #1 Intentionally gather and interpret user information to develop programs and services which meet the user's needs.

Objectives

1. Use circulation statistics to guide the purchase of Library materials.
2. Use user counts and surveys to determine Library hours and services.
3. Conduct interviews with users to gain insight into the user experience.

Goal #2 Evaluate and adapt Library programs and services to accommodate the remote user.

Objectives

1. Expand the pool of Library users by providing services remotely.
2. Expand the pool of Library program attendees by providing virtual programs.
3. Examine the traditional "in building" activities to see which can take place on-line.

Goal #3: Continue to Improve the User Experience through building renovations.

Objectives

1. Continue to work on bringing the library up to compliance for ADA specification listed in review: new interior ramp and widening the door in the family restroom.
2. Continue the library restoration and renovation project. Purchase new signage for the library. Purchase a screen for the new meeting room.
3. Apply for a Library building and Construction Grant from the State Library.

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION
Adoption of Annual Plan of Service

The City of Lake Worth Beach, governing body for the Lake Worth Beach Public Library hereby approves and adopts the Lake Worth Beach Public Library Annual Plan of Service, Fiscal Year 2020-2021.

Signature

Chair, Library Governing Body

Date

Name (Typed)

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Hours, Free Library Service and Access to Materials

The City of Lake Worth Beach, governing body for the Lake Worth Beach Public Library hereby certifies that the following statements are true for the time period October 1, 2018 through June 30, 2021:

- Provides free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- Provides access to materials, information and services for all residents of the area served; and
- Has at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system).

Signature

Chair, Library Governing Body

Date

Name (Typed)

FY 2021 BUDGET REQUEST

LIBRARY	ACCOUNT DESCRIPTION	FY 2019	FY 2019	FY 2020	FY 2020	FY 2020	FY 2021	FY 2021
		APPROVED BUDGET	ACTUAL	APPROVED	ACTUAL AS OF 4/16/20	ACTUAL	REQUEST	APPROVED
001-8020-571.12-10	Regular	166,046	\$ 180,585.68	118,360	66,644		118,360	123,776
001-8020-571.12-20	Leave Payout			0	8,067		0	
001-8020-571.12-30	Natural Disaster Regular						0	
001-8020-571.13-10	Part Time	57,138	\$ 50,667.95	31,980	6,662		31,980	21,319
001-8020-571.14-10	Standard Overtime	3,016	\$ 4,339.88	3,020	1,858		3,100	3,020
001-8020-571.15-10	Longevity	4,050	\$ 4,443.75	2,047	23		1,526	2,100
001-8020-571.15-30	Other Pays	0	\$ 197.22	270	145		0	8
001-8020-571.21-00	FICA Taxes	17,013	\$ 18,218.43	11,909	5,525		12,147	11,535
001-8020-571.22-10	Defined Benefit Plan	49,646	\$ 46,105.80	27,450	0		28,000	28,273
001-8020-571.22-20	401-a Plan	570	\$ 570.00				0	
001-8020-571.23-00	Life & Health Insurance	32,031	\$ 32,031.00	27,305	0		2,785	28,751
001-8020-571.24-10	Workers' Comp Regular	513	\$ 513.00	1,005	0		1,025	218
001-8020-571.31-50	Internal IT Support	68,460	\$ 68,460.00	78,729	0		80,303	101,426
001-8020-571.34-50	Other Contractual Service	2,500	\$ 1,798.35	2,500	2,027		2,500	2,500
001-8020-571.40-10	Training/Registration	0					0	
001-8020-571.40-20	Lodging/Transportation	0					0	
001-8020-571.40-30	Other						0	
001-8020-571.41-30	Postage & Freight	1,100	\$ 730.21	1,100	10		1,100	1,100
001-8020-571.43-10	Water	1,300	\$ 1,147.78	1,300	516		1,300	1,300
001-8020-571.43-20	Sewer	440	\$ 493.02	480	228		480	480
001-8020-571.43-30	Electricity	14,050	\$ 12,552.02	13,000	4,334		13,000	13,000
001-8020-571.43-40	Refuse/Waste Disposal	1,200	\$ 1,380.92	1,200	577		1,200	1,200
001-8020-571.45-10	Property/Liability	27,640	\$ 27,639.96	29,851	0		29,851	34,329
001-8020-571.46-10	R&M Buildings	2,000	\$ 2,375.24	2,000	4,117		4,000	2,000
001-8020-571.46-21	Equipment-General	1,500	\$ 544.41	1,500	318		1,500	1,500
001-8020-571.47-00	Printing & Binding	3,650	\$ 2,025.83	3,650	3,157		3,650	2,000
001-8020-571.48-00	Promotional Activities	13,380	\$ 13,202.31	13,380	12,100		18,500	13,380
001-8020-571.51-10	Office Supplies	2,500	\$ 2,342.21	2,500	2,404		2,500	2,500
001-8020-571.51-20	Office Supplies - Furniture							
001-8020-571.52-20	Small Tools & Equipment	1,500	\$ 783.05	1,500	729		2,500	1,500
001-8020-571.52-90	Other-Oper supplies	3,500	\$ 3,221.11	3,500	1,135		2,500	3,500
001-8020-571.54-00	Books, Publ, Subsc & Memb	15,930	\$ 14,442.44	5,000	11,736		15,000	15,000
001-8020-571.54-90	Library Materials	50,000	\$ 46,024.71	50,000	29,078		35,000	40,000
001-8020-571.58-71	Over/Short Cash Receipts							
001-8020-571.62-10	Improvements	0						
		540,673	\$ 537,836.28	434,536	161,390		413,807	455,715

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
STATE AID TO LIBRARIES GRANT APPLICATION
Adoption of Library Budget

The City of Lake Worth Beach, governing body for the Lake Worth Beach Public Library hereby approves and adopts the Lake Worth Beach Public Library Budget, Fiscal Year 2020-2021.

Signature

Chair, Library Governing Body

Date

Name (Typed)

**Expenditures
By Period
001 - General Fund
Fiscal Year 2019**

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Page 1

Expenditures and Other Uses	2019
001-8020-571.12-10 Regular	180,585.68
001-8020-571.13-10 Part Time	50,667.95
001-8020-571.14-10 Standard Overtime	4,339.88
001-8020-571.15-10 Longevity	4,443.75
001-8020-571.15-30 Other Pays	197.22
001-8020-571.21-00 FICA Taxes	18,218.43
001-8020-571.22-10 Defined Benefit Plan	46,105.80
001-8020-571.22-20 401-a Plan	570.00
001-8020-571.23-00 Life & Health Insurance	32,031.00
001-8020-571.24-10 Workers' Comp Regular	513.00
001-8020-571.31-50 Internal IT Support	68,460.00
001-8020-571.34-50 Other Contractual Service	1,798.35
001-8020-571.40-20 Lodging/Transportation	0.00
001-8020-571.41-30 Postage & Freight	730.21
001-8020-571.43-10 Water	1,147.78
001-8020-571.43-20 Sewer	493.02
001-8020-571.43-30 Electricity	12,552.02
001-8020-571.43-40 Refuse/Waste Disposal	1,380.92
001-8020-571.45-10 Property/Liability	27,639.96
001-8020-571.46-10 Buildings	2,375.24
001-8020-571.46-21 Equipment-General	544.41
001-8020-571.47-00 Printing & Binding	2,025.83
001-8020-571.48-00 Promotional Activities	13,202.31
001-8020-571.51-10 Office Supplies	2,342.21
001-8020-571.52-20 Small Tools & Equipment	783.05
001-8020-571.52-90 Other	3,221.11
001-8020-571.54-00 Books, Publ, Subsc & Memb	15,442.44
001-8020-571.54-90 Library Materials	46,024.71
Total Expenditures and Other Uses	537,836.28

Server Name: bi.mylakeworth.org

Name: Andre McAden

**FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES
FY 2021 STATE AID TO LIBRARIES GRANT APPLICATION
CERTIFICATION OF LOCAL OPERATING EXPENDITURES**

The City of Lake Worth Beach governing body for Lake Worth Beach Public Library

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2018 and ending September 30, 2019 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2018 and September 30, 2019:

\$537,836

SIGNATURES

Library Finance Manager

Single Library Administrative Head

Typed Name

Typed Name

Date

Date

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 1, 2020

DEPARTMENT: CRA

TITLE:

CRA purchase of vacant property to facilitate Development located at 1003 North F Street, Lake Worth Beach, FL from the City of Lake Worth Beach (“City”)

SUMMARY:

This property is a small strip of land that runs along 10th Avenue North at North F Street and it consists of approximately 0.03 acres of land.

BACKGROUND AND JUSTIFICATION:

A new apartment complex is currently planned for 10th Avenue North, between North E Street and North F Street. The development will be built on an assemblage that includes 1008 North E Street, 1009 North F Street, 1005 North F Street and 1003 North F Street. The last parcel, 1003 North F Street is currently owned by the City. The property measures only 0.03 acres. CRA and City Staff are working with the development team and owner, 1212 10th Ave. North LLC to help convey this property to the owner of the three other properties so a 24-unit apartment complex can be built on the sites. As with the City transactions, the most efficient and quickest way to make the transfer is for the City to sell the property to the CRA and then the CRA sell it to the developer. A similar transaction took place on South H Street in 2017 to allow for the Dunkin Donut to be built at the 6th and Dixie Site.

MOTION:

Move to approve/disapprove the sale of this 0.03 acre parcel to facilitate development.

ATTACHMENT(S):

Fiscal Impact Analysis N/A

CRA Memo

Agr for Purchase and Sale

Location Map

Conceptual drawings



LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY

1121 Lucerne Avenue | Lake Worth Beach, Florida 33460-3346 | T: 561-493-2550

www.lakeworthcra.org

MEMORANDUM

TO: CRA Chair, Vice Chair and Members of the CRA Board

FROM: Joan C. Oliva, Executive Director

DATE: November 10, 2020 

SUBJECT: Purchase of Property from the City to Facilitate Development

EXPLANATION:

A new apartment complex is currently planned for 10th Avenue North, between North "E" St. and North "F" Street. The development will be built on an assemblage that includes 1008 North "E" St., 1009 North "F" Street, 1005 North "F" Street and 1003 North "F" Street. The last parcel, 1003 North "F" is currently owned by the City (Exhibit "A"). The property measures only 0.03 acres. CRA and City Staff are working with the development team and owner, 1212 10th Ave. North LLC., to help convey this property to the owner of the three other properties so a 24 -unit apartment complex can be built on the sites. As with other City transactions, the most efficient and quickest way to make the transfer is for the City to sell the property to the CRA and then the CRA sell it to the developer. A similar transaction took place on South "H" Street in 2017 to allow for the Dunkin Donuts to be built at the 6th and Dixie site.

Attached for the Board's review is a purchase and sale agreement (Exhibit "B") that will allow the sale of the parcel from the City to the CRA. Also included are the drawings for the development that will be reviewed by the Planning and Zoning Board (Exhibit "C") at their November meeting. Once the CRA approves the agreement, it will go to the City Commission for execution.

RECOMMENDATION:

Staff recommends the Board approve the purchase and sale agreement with the City of Lake Worth Beach to facilitate the development by 1212 10th Avenue N. LLC.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2020 ("Agreement") by and between the **Lake Worth Beach Community Redevelopment Agency, a Florida public body corporate and politic created pursuant to Section 163.356 F.S.**, whose post office address is 1121 Lucerne Avenue, Lake Worth, FL 33460 (hereinafter referred to as "PURCHASER") and the **City of Lake Worth Beach, a Florida municipal corporation**, whose post office address is 7 N. Dixie Highway, Lake Worth Beach, FL 33460 (hereinafter referred to as "SELLER").

WITNESSETH

WHEREAS, the PURCHASER and SELLER desire to help facilitate the development of a new 24 unit apartment complex adjacent to the property described herein ("Project"); and,

WHEREAS, the SELLER is authorized to convey real property to the PURCHASER pursuant to section 2-1(h) of the City of Lake Worth Beach Code of Ordinances with the PURCHASER paying all costs incurred in obtaining clear title to the property; and

WHEREAS, the PURCHASER and SELLER recognizes the positive impact that the Project will bring to the City of Lake Worth Beach through the timely construction of a market rate rental apartments development to attract new residents as well as stimulate growth and development within the City; and

WHEREAS, the PURCHASER AND SELLER agree to enter into this Agreement to advance the public purposes of the Project and to cause an overall increase in the ad valorem, sales, and use tax revenues and other revenues to the City; and

WHEREAS, the PURCHASER AND SELLER find entering this Agreement serves a valid public purpose and is in the best interests of the City.

NOW, THEREFORE, in consideration of the mutual agreements and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

1. DEFINITIONS.

The following terms when used in this Agreement for Purchase and Sale shall have the following meanings:

1.1 Property. The certain vacant property located at 1003 North F Street, Lake Worth Beach, Florida, (the "Property") which Property is more particularly described with the legal description in **Exhibit "A,"** attached hereto and made a part hereof. The Property consists of approximately .0310 acres.

1.2 Closing. The delivery of a General Warranty Deed to PURCHASER concurrently with the delivery of the purchase price and other cash consideration to SELLER subject to any reservations of record.

1.3 Closing Date. The Closing Date shall occur on or before Forty Five (45) days after the expiration of the Inspection Period.

1.4 Deed. A General Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.5 Effective Date. The Effective Date of this Agreement shall be the date upon its execution by all parties to this Agreement: SELLER and PURCHASER.

1.6 SELLER'S Address. Seller's mailing address is 7 N. Dixie Highway, Lake Worth Beach, FL 33460.

1.7 PURCHASER'S Address. Purchaser's mailing address is 1121 Lucerne Avenue, Lake Worth Beach, FL 33460, with copy to Weiss Serota Helfman Cole & Bierman, P.L., 1200 N. Federal Highway, Suite 312, Boca Raton, FL 33432.

1.8 Other Definitions. The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders. As used in this Agreement, the terms "herein", "hereof" and the like refer to this Agreement in its entirety and not to any specific section or subsection.

1.9 Extension of Building Permit Timeframe. Pursuant to section 2-1(h)(2) of the City of Lake Worth Beach Code of Ordinances, by entering this Agreement, the SELLER extends the requirement for the PURCHASER to obtain building permits indefinitely. As it is the intent of this Agreement that the Property be utilized by the PURCHASER to facilitate the Project.

2. PURCHASE PRICE.

2.1 Subject to the provisions of this Agreement, the SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property previously identified on **Exhibit "A"** for the total Purchase Price of **Ten and 00/100 (\$10.00)** Dollars, other good and valuable consideration, and upon and subject to the terms and conditions hereinafter set forth. PURCHASER shall pay the Purchase Price to SELLER at Closing pursuant to the terms of this Agreement by check or wire transfer of readily negotiable funds to an account identified in writing by SELLER.

2.2 The Purchase includes:

- (a) All buildings and improvements located on the Property;
- (b) All right-of-ways, alleys, waters, privileges, easements and appurtenances which are on or benefit all the Property;
- (c) All right, title and interest, if any, of SELLER in any Property lying in the bed of any public or private street or highway, opened or proposed, in front any of the adjoining Property to the center line thereof. The sale also includes any right of SELLER to any unpaid award to which SELLER may be entitled: (1) due to taking by condemnation of any right, title or interest of SELLER and (2) for any damage to the Property due to change of grade of any street or highway. SELLER will deliver to PURCHASER at closing, or thereafter on demand, proper instruments for the conveyance of title and the assignment and collection of award and damages;
- (d) All fixtures and articles of personal property, if any, attached to or used in connection with the Property as more particularly identified on **Exhibit "B"** (**personal property**) as provided by SELLER, which is attached hereto and made

- a part hereof. SELLER represents that such fixtures and articles are paid for and are owned by SELLER free and clear of any lien or encumbrance.
- (e) To the extent transferable, all licenses, permits, contracts and leases, if applicable, with respect to the Property.

3. INSPECTIONS.

3.1 PURCHASER shall have forty five (45) days commencing on the Effective Date to perform inspections of the property as the PURCHASER deems necessary ("Inspection Period"). During the Inspection Period, PURCHASER shall, at PURCHASER'S sole cost and expense, determine that utility services including, water, waste water, electric, telephone and all other utilities are available in the proper size and capacity to serve the existing facilities and installed to the property lines. At all times during the Inspection Period, PURCHASER and PURCHASER'S agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior Notice to SELLER. The scope of the inspection contemplated herein shall be determined by the PURCHASER as deemed appropriate under the circumstances. PURCHASER, at PURCHASER'S sole cost and expense, and at PURCHASER'S sole discretion, may obtain and accept a satisfactory Phase I Environmental Audit, and if deemed necessary at its discretion, a Phase II Environmental Audit for which it will be granted an additional sixty (60) days for inspections. In the event that any inspections and any review of documents conducted by the PURCHASER relative to the Property during this Inspection period prove unsatisfactory in any fashion, the PURCHASER, at PURCHASER'S sole discretion, shall be entitled to terminate this Agreement prior to the end of the forty five (45) day Inspection Period and PURCHASER also agrees to indemnify and hold SELLER harmless from any losses, claims, costs, and expenses, including reasonable attorney's fees, which may result from or be connected with any acts or omissions of PURCHASER during inspections that are done pursuant hereto. PURCHASER will provide written notice by mail or facsimile to SELLER and/or SELLER'S counsel and receive an immediate refund of all Earnest Money deposits plus interest paid hereto in the event the PURCHASER determines that the Property is unsuitable during the Inspection Period or proceed to Closing as set forth herein.

3.2 During the Inspection Period, SELLER shall provide copies of any surveys, environmental reviews or assessments, and any other information contained in the SELLER's records regarding the Property in order to assist PURCHASER with its inspection of the Property.

4. SELLER'S REPRESENTATIONS.

To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of SELLER'S knowledge, in all material respects and except as otherwise provided in this Agreement (i) are now true, and (ii) shall be true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) shall survive the Closing. In that event, PURCHASER shall be provided immediate notice as to the change to the following representations:

4.1 At all times from the Effective Date until prior to Closing, SELLER shall keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing.

4.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

4.3 SELLER has full power and authority to enter into this Agreement and to assume and perform SELLER'S obligations hereunder in this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, CRA, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

4.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business, create by SELLER'S consent any encumbrances on the Property. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

4.5 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee.

4.6 SELLER shall not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER shall use SELLER'S best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the conclusion of the forty five (45) day Inspection Period to the Closing Date.

4.7 SELLER represents that SELLER has no actual knowledge nor has SELLER received any notice that the Property has been, is presently or is contemplated to be utilized as a reservoir of hazardous material. As used herein, the term "Hazardous Material" shall mean any substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

5. EVIDENCE OF TITLE.

5.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a General Warranty Deed, title to the subject Property. PURCHASER shall, within fifteen (15) days of the commencement of the Inspection Period, secure a title insurance commitment issued by a title insurance underwriter approved and selected by PURCHASER for the Property insuring PURCHASER'S title to the Property subject only to those exceptions set forth in the commitment. The costs and expenses relative to the issuance of a title commitment and an owner's title policy shall be borne by the PURCHASER.

5.2 PURCHASER shall have fifteen (15) days from the date of receiving said commitment to examine the title commitment. If PURCHASER objects to any exception to title as shown in the title commitment, PURCHASER, prior to ten (10) days of expiration of the Inspection Period, shall notify SELLER in writing specifying the specific exception(s) to which it objects. Any objection(s) of which PURCHASER has so notified SELLER, and which SELLER chooses to cure, shall be cured by SELLER so as to enable the removal of said objection(s) from the title commitment within ten (10) days after PURCHASER has provided notice to SELLER. Within five (5) days after the expiration of SELLER'S time to cure any objection, SELLER shall send to PURCHASER a notice in writing (a "cure notice") stating either (1) that the objection has been

cured and in such case enclosing evidence of such cure, or (ii) that SELLER is either unable to cure or has chosen not to cure such objection. If SELLER shall be unable or unwilling to cure all objections within the time period set forth in the preceding sentence, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER within five (5) days after receipt of a cure notice specifying an uncured objection, or (b) subject to the provisions set forth below, proceed to close the transaction contemplated herein despite the uncured objection.

5.3. Survey and Legal Description. Within ten (10) days of the commencement of the Inspection Period, PURCHASER at PURCHASER'S own expense shall order: (i) a survey prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the Property, and the location of any easements thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments; and (ii) a correct legal description of the Property which, upon approval thereof by PURCHASER and SELLER (not to be unreasonably withheld), shall be the legal description used in the deed of conveyance. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Florida and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Property. The survey shall be certified to PURCHASER and the title insurance company issuing the title insurance.

6. PURCHASER'S REPRESENTATIONS.

PURCHASER hereby represents and warrants to the best of PURCHASER'S knowledge that all of the following are true and correct:

- (a) PURCHASER has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder.
- (b) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder on the part of the PURCHASER do not and will not violate the corporate or organizational documents of PURCHASER and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the PURCHASER is a party.
- (c) No action by any federal, state, municipal or other governmental department, CRA, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.
- (d) All of the representations, warranties and covenants of PURCHASER contained in this Agreement or in any other document, delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time.

7. CONDITIONS PRECEDENT TO CLOSING.

Each of the following events or occurrences ("Conditions Precedent") shall be a condition precedent to PURCHASER'S obligation to close this transaction:

- (a) That the PURCHASER has not notified the SELLER that it has deemed the Property to be unsuitable for its intended purpose as a result of the Investigations conducted on the Property during the Inspection Period.
- (b) SELLER shall release any municipal liens in which the SELLER has an interest with respect to the Property, upon the PURCHASER paying any outstanding administrative fees related to the municipal liens.

- (c) Approval of this Agreement by the Lake Worth Beach Community Redevelopment Agency, on or before _____, 2021.
- (d) Approval of this Agreement by the City of Lake Worth Beach City Commission, on or before _____, 2021.

8. CLOSING DOCUMENTS.

At closing, SELLER shall deliver to PURCHASER a General Warranty Deed, No Lien/Gap Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099 Form and any other documents as listed as title requirements in Schedule B-1 of the Title Commitment to assure the conveyance of good and marketable fee simple title of the Property to the PURCHASER.

9. CLOSING COSTS, TAXES AND PRORATIONS.

PURCHASER agrees that it shall pay for all costs associated with the subject transaction.

10. CLOSING DATE AND PLACE.

The Closing will take place on or before the expiration of forty-five days subsequent to the expiration date of the Inspection Period at the law offices of Weiss Serota Helfman Cole & Bierman, 1200 N. Federal Highway, Suite 312, Boca Raton, FL 33432.

11. DEFAULT.

In the event of a default by SELLER, PURCHASER shall have the election of the following remedies, which shall include the return of the earnest money, and accrued interest as liquidated damages or equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief. If the PURCHASER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, all monies on deposit and interest earned on the deposit shall be immediately forfeited to SELLER as agreed upon liquidated damages and PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default. SELLER'S sole and entire remedy shall be restricted to retention of the deposit plus all accrued interest.

12. CONTINGENCIES.

PURCHASER'S obligations under the Agreement are contingent upon the following:

- (a) That the PURCHASER is fully satisfied with its due diligence investigation conducted during the investigation period.
- (b) The conveyance of clear and marketable title to the property.
- (c) That the environmental audit is satisfactory and acceptable to PURCHASER.
- (d) The Lake Worth Beach Community Redevelopment Agency authorizes the transaction.
- (e) The City of Lake Worth Beach City Commission authorizes the transaction.

13. BROKER.

The parties each represent to the other that they have not dealt with any real estate broker, real estate salesman or finder in conjunction with this transaction who is entitled to a fee or brokerage commission in accordance with Florida law.

14. ENFORCEABILITY.

If any provision in this Agreement shall be held to be excessively broad, it shall be construed, by limiting and reducing it, to be enforceable to the extent compatible with applicable law. If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

15. NOTICE.

All written notices shall be deemed effective if sent to the following places:

PURCHASER: Lake Worth Beach Community Redevelopment Agency
1121 Lucerne Avenue
Lake Worth Beach, Florida 33460
Attn: Joan Oliva, Executive Director

With Copy to: David N. Tolces, Esq.
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432
Tel: (561) 835-2111
Fax: (954) 763-4242

SELLER: City of Lake Worth Beach
7 N. Dixie Highway
Lake Worth Beach, Florida 33460
Attn: Michael Bornstein, City Manager

With a Copy to: City Attorney
7 N. Dixie Highway
Lake Worth Beach, Florida 33460

16. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida. Venue shall be in the Federal or State Courts in Palm Beach County, Florida.

17. ENTIRE AGREEMENT.

All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement. This Agreement completely expresses their full agreement.

18. AMENDMENT.

No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.

19. SUCCESSORS.

This Agreement shall apply to and bind the executors, administrators, successors and assigns of SELLER and PURCHASER.

20. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be taken to be an

original and all collectively deemed one instrument. The parties hereto agree that a facsimile copy hereof and any signatures hereon shall be considered for all purposes as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement for Purchase and Sale of Real Property (1003 North F Street) as of the date indicated above:

PURCHASER:
LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY

Witness

By: _____
Brendan Lynch, Chair

By: _____
Joan Oliva, Executive Director

Witness

Date: _____, 2020.

SELLER:
CITY OF LAKE WORTH BEACH, a Florida
municipal corporation

Witness:

By: _____
Pam Triolo, Mayor

Print Name:

Attest:

Approved as to Legal Form:

Deborah M. Andrea, City Clerk

Glen J. Torcivia, City Attorney

**EXHIBIT "A".
LEGAL DESCRIPTION
(SUBJECT TO VERIFICATION BY SURVEY TO BE OBTAINED BY PURCHASER)**

Lot 16, Block 318, Townsite of Lake Worth, Formerly Lucerne, Palm Beach Farms Company Plat No. 2, according to the plat as recorded in Plat Book 2, pages 29 to 40, inclusive, in Section 21, Twp. 44 S., Rge. 43 E., LESS the South 40 feet thereof, and Less the following described parcel, to wit:

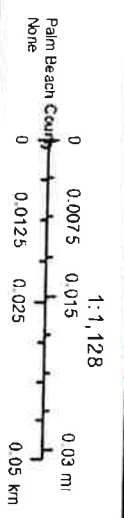
That part of said Lot 16 which is included in the external area formed by a 10 foot radius arc which is tangent to a line 40 feet North of and parallel to the South line of said Lot 16, and tangent to the East line of said Lot 16.

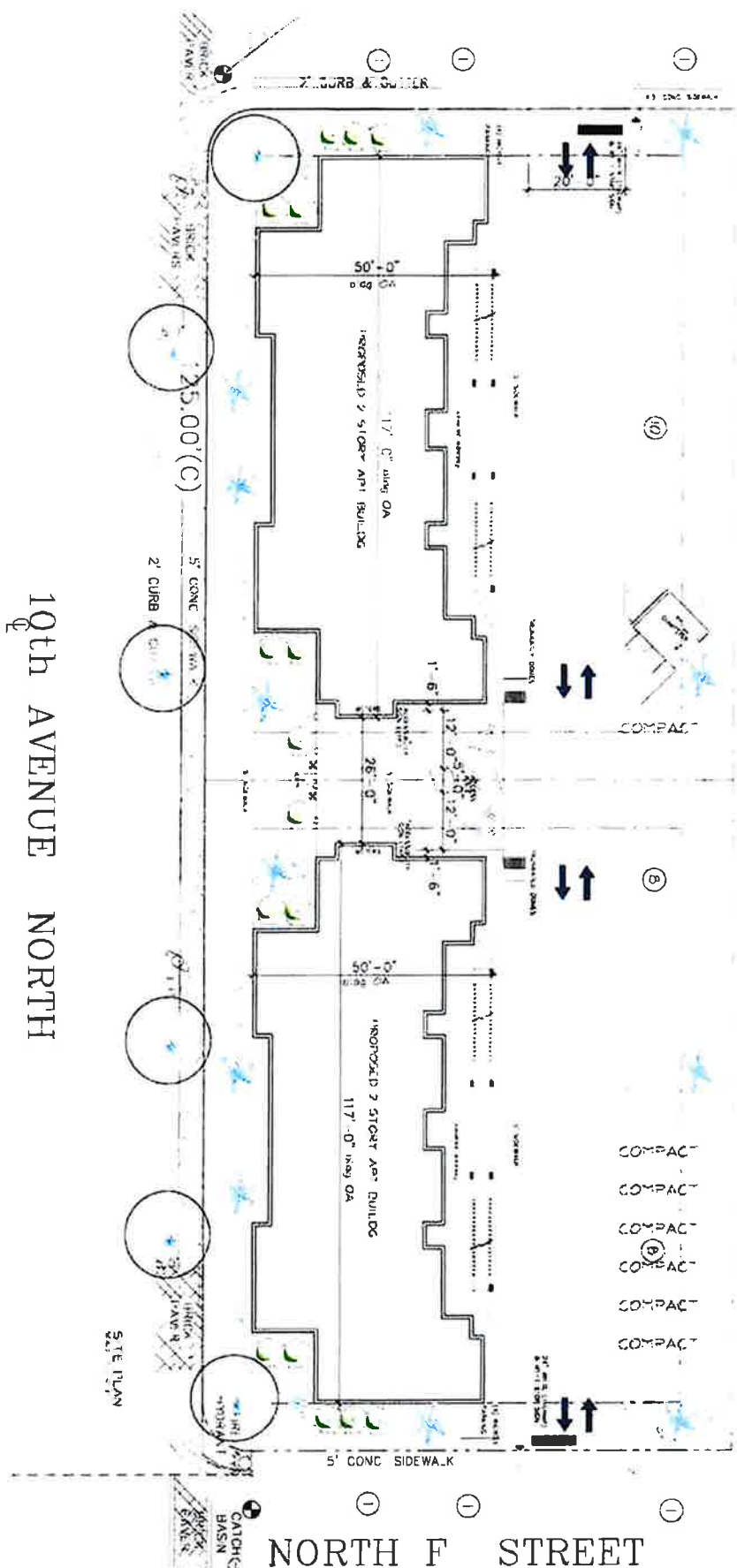
Address: 1003 North F Street, Lake Worth Beach, FL
Folio No.: 38-43-44-21-15-318-0160

EXHIBIT "B"
PERSONAL PROPERTY
(TO BE PROVIDED IF ANY)



Created by Palm Beach County October 21, 2020





GENERAL PROJECT DATA

PROJECT NO. 2020-08
 PROJECT NAME: 10th AVE NORTH
 PROJECT LOCATION: 10th AVE NORTH, WAKE WORTH, FL
 PROJECT DATE: 08/2020

PARKING REQUIREMENTS

STANDARD GARAGE: 20
 ADA COMPLIANT: 2
 TOTAL: 22

STANDARD GARAGE: 20
 ADA COMPLIANT: 2
 TOTAL: 22

QUALITY CONTROL

NO.	DESCRIPTION	DATE	STATUS
1	FOUNDATION	08/2020	COMPLETE
2	STRUCTURE	08/2020	COMPLETE
3	MECHANICAL	08/2020	COMPLETE
4	ELECTRICAL	08/2020	COMPLETE
5	PLUMBING	08/2020	COMPLETE
6	FINISHES	08/2020	COMPLETE
7	LANDSCAPE	08/2020	COMPLETE
8	PAVING	08/2020	COMPLETE
9	UTILITIES	08/2020	COMPLETE
10	FINAL INSPECTION	08/2020	PENDING

REVISIONS

NO.	DATE	DESCRIPTION
1	08/2020	ISSUED FOR PERMIT
2	08/2020	REVISIONS
3	08/2020	REVISIONS
4	08/2020	REVISIONS
5	08/2020	REVISIONS
6	08/2020	REVISIONS
7	08/2020	REVISIONS
8	08/2020	REVISIONS
9	08/2020	REVISIONS
10	08/2020	REVISIONS

APPT UNITS
 10th AVE NORTH
 WAKE WORTH, FL
 2020-08

CHARETTE INTERNATIONAL ARCHITECTURE INC
 AA26002474
 ARCHITECTURE ♦ PLANNING ♦ HISTORICAL RENOVATIONS

2528 N 38 TH AVE
 paul@charettearch.com
 mark@charettearch.com

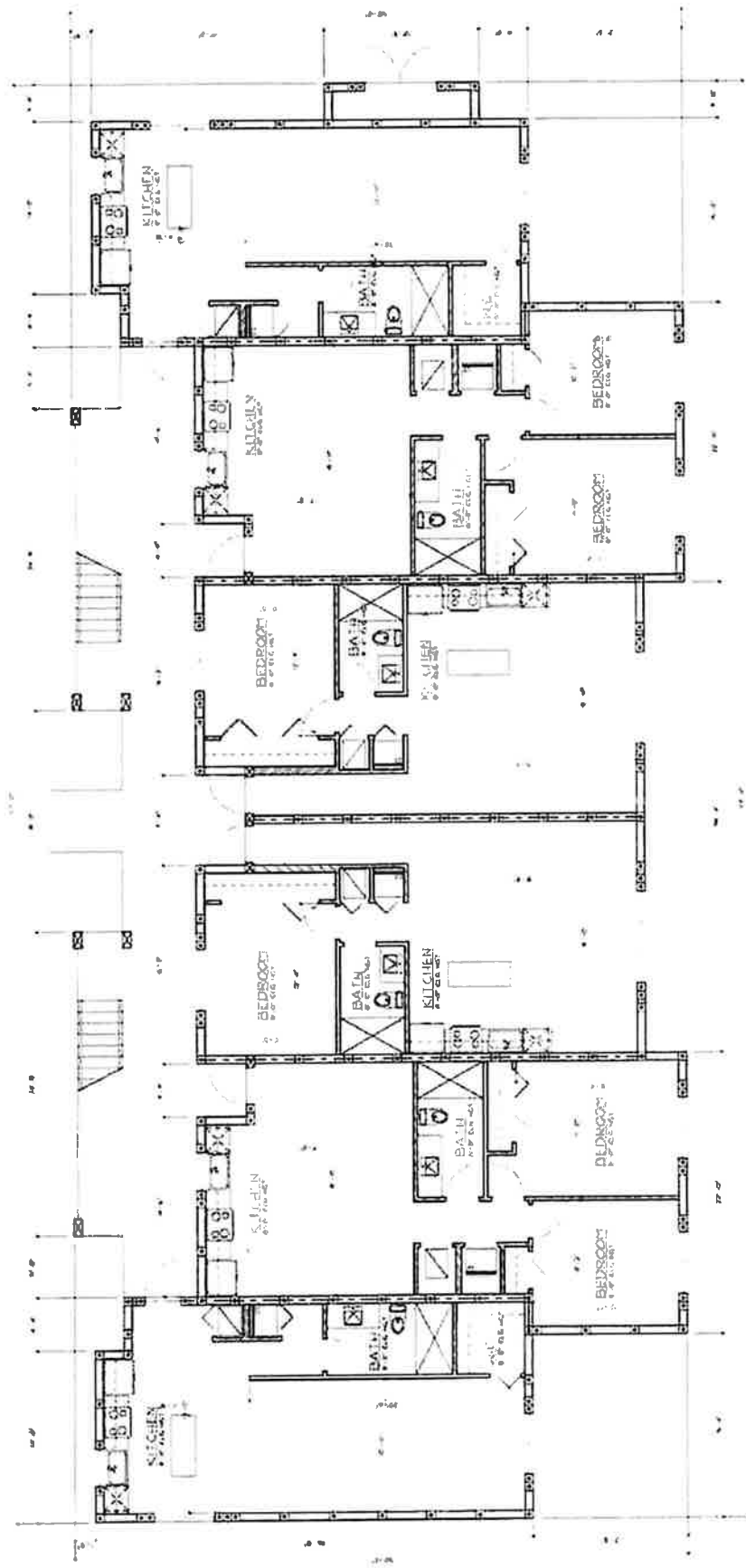
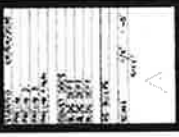
HOLLYWOOD, FL
 (561)756-5094 - (954)809-9802



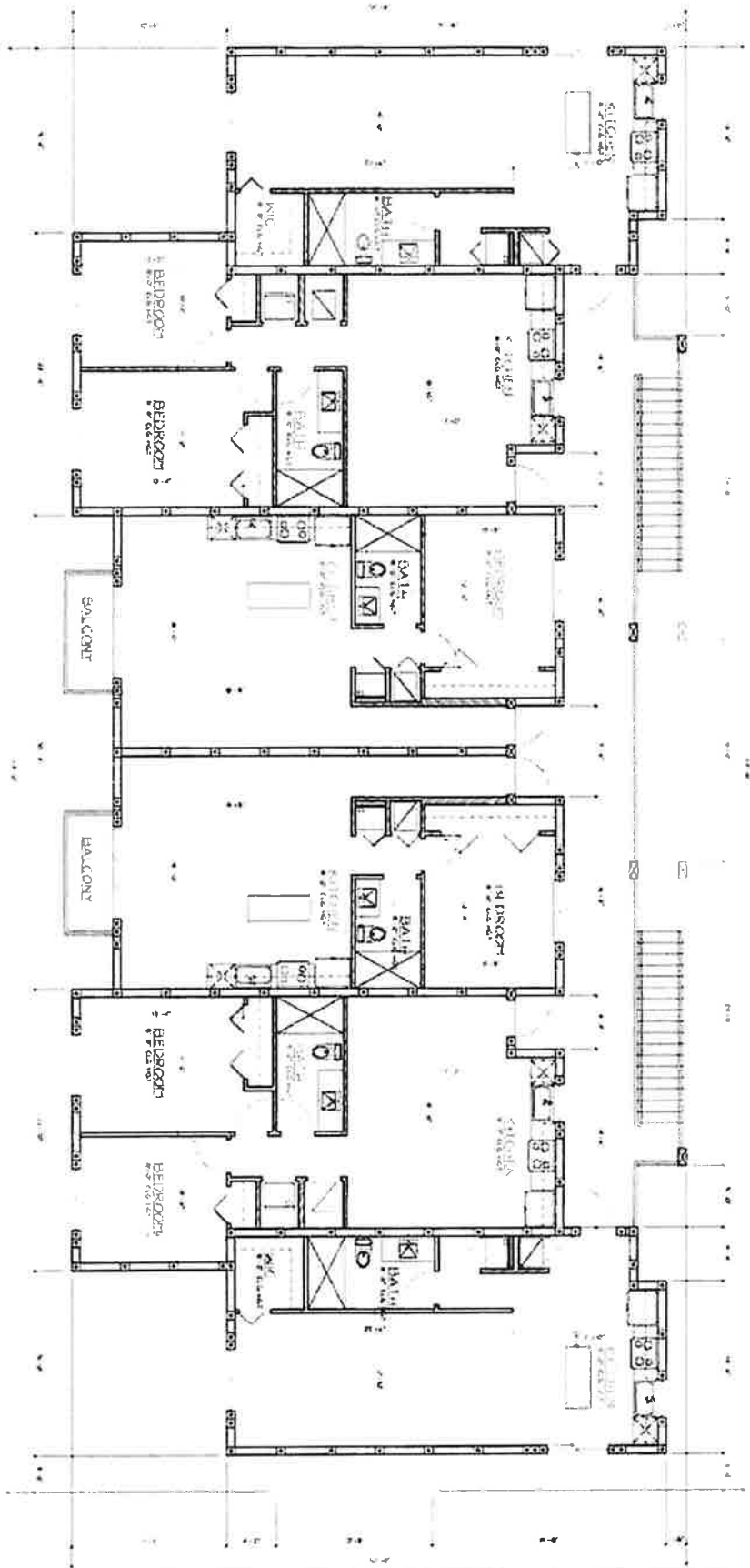
CHARTERED ARCHITECTS
 1000 W. 10th St.
 Suite 100
 Oklahoma City, OK 73106
 Phone: (405) 233-1111
 Fax: (405) 233-1112
 www.charterarch.com

CHARTERED ARCHITECTS
 1000 W. 10th St.
 Suite 100
 Oklahoma City, OK 73106
 Phone: (405) 233-1111
 Fax: (405) 233-1112
 www.charterarch.com

NO. 1000-100
DATE: 10/10/08
PROJECT: 1000 W. 10th St. - 1000-100
CLIENT: 1000 W. 10th St. - 1000-100
ARCHITECT: CHARTERED ARCHITECTS
SCALE: AS SHOWN



FIRST FLOOR PLAN



APARTMENT UNITS

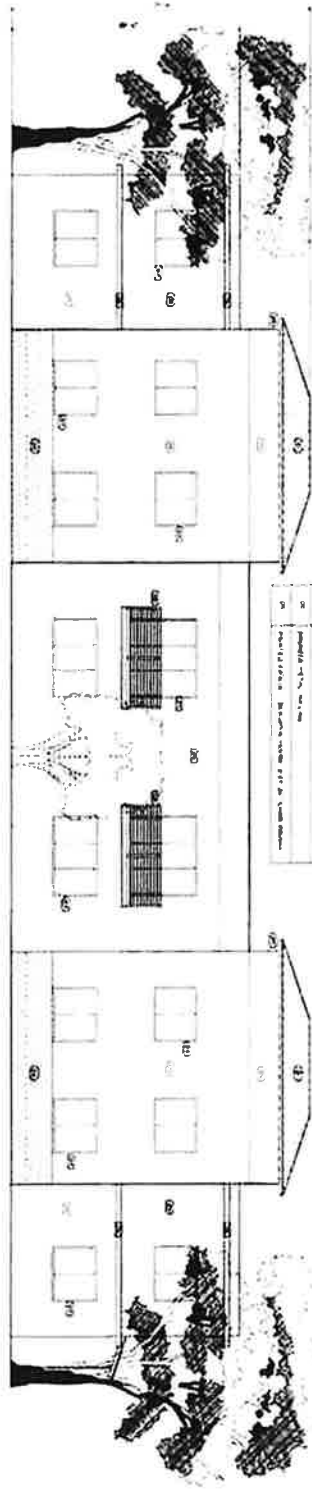
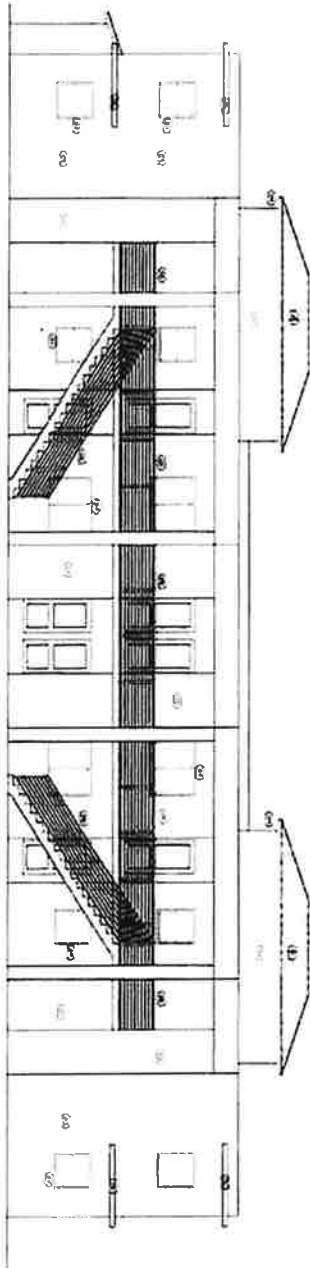
NO.	DESCRIPTION	DATE
1	APARTMENT UNITS	10/10/18
2	10TH AVE N	10/10/18
3	LAKE WORTH, FL	10/10/18
4	2020-108	10/10/18

APARTMENT UNITS
 10TH AVE N
 LAKE WORTH, FL
 2020-108

CHARETTE INTERNATIONAL ARCHITECTURE INC
 4425002424
 ARCHITECTURE ♦ PLANNING ♦ HISTORICAL RENOVATIONS
 1100 N. W. 7th Ave. #1500
 Fort Lauderdale, FL 33304
 954.566.8274
 www.charetteintl.com

REGISTERED ARCHITECT
 STATE OF FLORIDA
 NO. 12574
 EXPIRES 12/31/2021





FINISH SCHEDULE

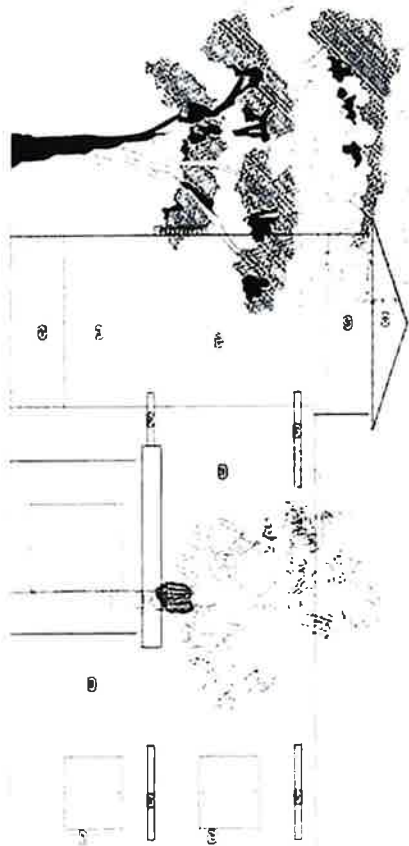
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2	INTERIOR WALLS - BRICK
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98	INTERIOR WALLS - BRICK
99	INTERIOR WALLS - BRICK
100	INTERIOR WALLS - BRICK

DATE	2020-10-08
PROJECT	APARTMENT UNITS
LOCATION	10TH AVE N
CITY	LAKE WORTH, FL
NO.	2020-108

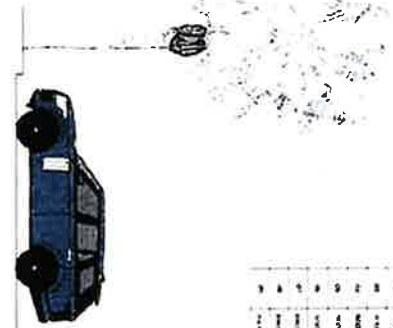
APARTMENT UNITS
 10TH AVE N
 LAKE WORTH, FL
 2020-108

CHARETTE INTERNATIONAL ARCHITECTURE INC
 4000 W. BOULEVARD
 SUITE 100
 LAKE WORTH, FL 33463
 (561) 966-1111
 www.charetteintl.com

DATE	2020-10-08
PROJECT	APARTMENT UNITS
LOCATION	10TH AVE N
CITY	LAKE WORTH, FL
NO.	2020-108



NO. 1074



NO. 1075

FINISH SCHEDULE

NO.	DESCRIPTION	FINISH
1	WALLS	PLASTER
2	CEILING	PLASTER
3	FLOOR	CONCRETE
4	DOORS	WOOD
5	WINDOWS	WOOD
6	STAIRS	WOOD
7	BATHS	WOOD
8	KITCHENS	WOOD
9	HALLS	WOOD
10	CLIMATE CONTROL	MECHANICAL
11	ELECTRICAL	ELECTRICAL
12	PLUMBING	PLUMBING
13	MECHANICAL	MECHANICAL
14	PAINT	PAINT
15	LANDSCAPE	LANDSCAPE

A-5

DATE: 10/10/08

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

PROJECT: APARTMENT UNITS

NO. 1074

NO. 1075

APARTMENT UNITS
 1074 AVE N
 LAKE WORTH, FL
 2020-08

CHARETTE INTERNATIONAL ARCHITECTURE INC
 AA26002424
 ARCHITECTURE ♦ PLANNING ♦ HISTORICAL RENOVATIONS

2528 N 38 TH AVE
 HOLLYWOOD, FL
 paul@charettearch.com
 mark@charettearch.com
 (561)756-5084 - (954)809-9802

PAUL CHARETTE, P.A.
 ARCHITECT
 LICENSE NO. 12000
 STATE OF FLORIDA

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 1, 2020

DEPARTMENT: Water Utilities

TITLE:

Interlocal Agreement between Palm Beach County and City of Lake Worth Beach for design of utility adjustments for Lake Osborne Drive over Lake Bass Canal Bridge Replacement project

SUMMARY:

Interlocal Agreement authorizes joint participation and project funding between Palm Beach County and City of Lake Worth Beach for design of utility adjustments for Lake Osborne Drive over Lake Bass Canal Bridge Replacement project for a total cost of \$19,576.70.

BACKGROUND AND JUSTIFICATION:

Palm Beach County has designed a replacement bridge along Lake Osborne Drive over Lake Bass Canal. The new bridge will be in conflict with an existing watermain and forcemain owned by the City. The watermain and subregional forcemain aerial crossings are in the County right-of-way adjacent to the existing bridge and must be relocated. The County will have the consultant designing the bridge replacement also design the utility adjustment plans for new watermain and forcemain crossing under this Agreement.

City staff is still finalizing the Agreement with Palm Beach County. In order to keep the project moving forward, authorization to approve subject to City Attorney review is requested.

MOTION:

Move to approve/disapprove Interlocal Agreement between Palm Beach County and City of Lake Worth Beach for design of utility adjustments for Lake Osborne Drive over Lake Bass Canal Bridge Replacement project for a total cost of \$19,576.70 (subject to City Attorney final review).

ATTACHMENT(S):

Fiscal Impact Analysis
Interlocal Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$19,576.70	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	\$19,576.70	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
402-7034-533.34-50	Water Other Contractual Services	N/A	\$105,000	\$50,500	-\$9788.35	\$40,711.65
405-7421-535.31-90	Regional Sewer Professional Services	N/A	\$80,000	\$50,800	-\$9788.35	\$41,011.65



**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**

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Mary Lou Berger
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

November 18, 2020

Via Email jparham@lakeworthbeachfl.gov

Julie Parham, P.E., Assistant Director
Water Utilities
City of Lake Worth Beach
414 Lake Avenue
Lake Worth, FL 33460

RE: Joint Project Participation/Funding Agreement for the Design of Utilities on
Lake Osborne Road over Lake Bass Canal Bridge Replacement
Palm Beach County Project No. 2017801

Dear Ms. Parham:

Attached is the joint project participation/funding agreements for the City of Lake
Worth Beach's (City's) required utility work for Palm Beach County's (County's)
design within the limits of the above-referenced project in the amount of \$19,576.70.

Please review and request the City's authorized personnel sign the agreements, and
return three originals to our office for County approval.

If you have any questions regarding this matter, please feel free to contact via email,
kfsmith@pbcgov.org.

Sincerely,

Kristine Frazell-Smith, P.E.
Manager, Local Roads Section
Roadway Production Division

Attachments

ec: Morton L. Rose, P.E., Director, Roadway Production Division
David L. Young, P.E., Special Project Manager, Roadway Production Division
Holly Knight, P.E., Contracts Section Manager, Roadway Production Division
Sandra Ospina, P.E., Project Manager, Local Roads Section

pc: Project File

"An Equal Opportunity
Affirmative Action Employer"

N:\ROADWAY\LOCAL_ROADS_SECTION\PROJECTS\SALES TAX PROJECTS\2017801 - Lake Osborne over Lake Bass
Canal\Contracts\SCS\Supp #2\Lake Worth JPA Cover Letter 11-18-2020.doc

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
LAKE WORTH BEACH WATER UTILITIES
FOR JOINT PARTICIPATION AND PROJECT FUNDING
FOR DESIGN OF UTILITY ADJUSTMENTS FOR
LAKE OSBORNE DRIVE OVER LAKE BASS CANAL
BRIDGE REPLACEMENT
PALM BEACH COUNTY PROJECT NO. 2017801**

THIS Interlocal Agreement, (AGREEMENT) for replacement of the Lake Osborne Bridge over the Lake Bass Canal (PROJECT), is made as of the ____ day of _____, 202_, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and the City of Lake Worth Beach, a municipal corporation existing under the laws of Florida, (CITY), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes (individually Party and collectively Parties).

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the CITY has requested the COUNTY to design water main adjustments to the CITY's system (UTILITY WORK) within the limits of the PROJECT; and

WHEREAS, the COUNTY and the CITY desire to jointly participate in the UTILITY WORK; and

WHEREAS, the CITY agrees to pay for the cost of the UTILITY WORK; and

WHEREAS, both COUNTY and CITY declare that it is in the public interest that the UTILITY WORK be designed with the PROJECT by the County's Consultant, Stantec Consulting Services, Inc. (CONSULTANT); and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. COUNTY Responsibilities:

CITY OF LAKE WORTH BEACH DESIGN AGREEMENT

- A. CONSULTANT has prepared plans for the PROJECT and will prepare the plans for the UTILITY WORK as more specifically described in the Lake Osborne Bridge over the Lake Bass Canal Additional Services Proposal #2 for Palm Beach County Project No. 2017801 (Exhibit "A").
- B. COUNTY shall obtain written approval from the CITY in advance of incurring any cost exceeding the amount in Section 3A below. CITY's approval shall not be unreasonably withheld.
- C. COUNTY shall secure all necessary property rights and permits required for the PROJECT and the UTILITY WORK.

Section 3. CITY Responsibilities:

- A. CITY shall reimburse COUNTY a total estimated cost of **Nineteen Thousand Five Hundred and Seventy Six Dollars and Seventy Cents (\$19,576.70)**, for all work in Exhibit "A". Any cost exceeding this amount attributable to the UTILITY WORK shall be paid by the CITY, pursuant to section 2. B. above.
- B. Costs shall be based upon actual invoiced cost submitted by CONSULTANT, with concurrence by the CITY.

Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the CITY on a periodic basis as invoices for the UTILITY WORK accrue. The CITY agrees to provide to COUNTY payment for documented costs for the UTILITY WORK in the amount established in Section 3.A. COUNTY shall submit all invoices to the CITY identifying the UTILITY WORK, including COUNTY'S total expenditure for the PROJECT, and identifying the amount attributable to the UTILITY WORK under Exhibit "A". COUNTY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the CITY within seven (7) calendar days of request by the CITY. Invoices received from COUNTY will be reviewed and approved by the CITY to ensure that expenditures have been made in conformity with this AGREEMENT. Upon COUNTY'S submission of acceptable documents needed to substantiate its costs for the UTILITY WORK, CITY will provide said payment to COUNTY on a reimbursement basis within thirty (30) days of receipt of all required documents. In no event shall the CITY provide advance payment to the COUNTY.

The PROJECT and the UTILITY WORK will be administered by the COUNTY. Only those costs incurred by the COUNTY relating to the UTILITY WORK are eligible for reimbursement by the CITY pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the PROJECT for any reason, the CITY will reimburse the COUNTY for the UTILITY WORK completed as of the date the COUNTY suspends the PROJECT. Any remaining unpaid portion of this AGREEMENT shall be retained by the CITY and the CITY shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

Section 5. Access and Audits:

COUNTY and CITY shall maintain adequate records to justify all charges, expenses and costs incurred in performing the PROJECT and the UTILITY WORK for at least five (5) years after

CITY OF LAKE WORTH BEACH DESIGN AGREEMENT

completion or termination of this AGREEMENT. Each Party 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 other Parties place of business. In the event any work is subcontracted by COUNTY, COUNTY shall similarly require each contractor and subcontractor to maintain and allow access to such records for audit purposes.

Section 6. Independent Contractor:

COUNTY and the CITY are and shall be, in the performance of all work, services and activities under this AGREEMENT, Independent Contractors and not employees, agents or servants of the other Party. All COUNTY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to COUNTY'S sole direction, supervision, and control. All CITY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to CITY'S sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties relationship and the relationship of its employees to the other Party shall be that of an Independent Contractor and not as employees or agents of the other.

Neither COUNTY nor the CITY have the power or authority to bind the other in any promise, agreement or representation.

Section 7. Personnel:

COUNTY 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 hereinunder shall be performed by COUNTY or its CONSULTANT, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Section 8. Indemnification:

The CITY and COUNTY recognize their liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the CITY and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of their own negligence in connection with the PROJECT and the UTILITY WORK and the use of the funds provided under this AGREEMENT. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by the CITY or COUNTY to indemnify each other for sole negligence, or willful or intentional acts of the other. The foregoing indemnification shall survive termination of this AGREEMENT.

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

CITY OF LAKE WORTH BEACH DESIGN AGREEMENT

Section 9. Annual Appropriation:

All provisions of this AGREEMENT calling for the expenditure of ad valorem tax money by either the COUNTY or the CITY are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the AGREEMENT, this AGREEMENT may be terminated. However, once the design of the UTILITY WORK has been awarded to the CONSULTANT, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the Parties and neither Party shall have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available.

Section 10. Breach and Opportunity to Cure:

The Parties expressly covenant and agree that in the event either Party is in default of its obligations under this AGREEMENT, each Party shall have thirty (30) days written notice before exercising any of its rights.

Section 11. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this AGREEMENT shall be borne by the respective Parties.

Section 12. Notice:

All notices required to be given under this AGREEMENT shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, to the following:

All notice to the CITY shall be sent to:

City of Lake Worth Beach
Attn: Brian Shields, P.E. Water Utilities Director
301 College Street
Lake Worth Beach, FL 33460

All notice to the COUNTY shall be sent to:

Morton L. Rose, P.E., Director
Palm Beach County Engineering & Public Works
Roadway Production Division
P.O. Box 21229
West Palm Beach, FL 33416-1229

Section 13. Modification and Amendment:

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

CITY OF LAKE WORTH BEACH DESIGN AGREEMENT

Section 14. Remedies:

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

Section 15. No Waiver:

Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

Section 16. Joint Preparation:

The preparation of this AGREEMENT has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the Parties than the other.

Section 17. Non-Discrimination :

COUNTY and CITY agree that both Parties shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. COUNTY will ensure that all contracts let for the PROJECT and the UTILITY WORK pursuant to the terms of this AGREEMENT will contain a similar non-discrimination clause.

Section 18. Execution:

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 19. Filing:

A copy of this AGREEMENT shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

CITY OF LAKE WORTH BEACH DESIGN AGREEMENT

Section 20. Termination:

This AGREEMENT may be terminated by either Party upon sixty (60) days prior written notice to the other Party, except as otherwise addressed in this AGREEMENT. However, once the design of the UTILITY WORK has commenced, it shall be prosecuted to completion and this AGREEMENT shall be binding upon the Parties and neither Party shall have the right to terminate the subject AGREEMENT.

Section 21. Compliance with Codes and Laws:

COUNTY and CITY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. COUNTY and CITY further agrees to include this provision in all subcontracts issued as a result of this AGREEMENT.

Section 22. Office of the Inspector General:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 23. Public Entity Crime Certification:

As provided in F.S. 287.132-133, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY shall have its CONSULTANT certify that it, its affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Section 24. 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, the remainder of this AGREEMENT, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law.

Section 25. Entirety of Agreement:

COUNTY and CITY agree that this AGREEMENT sets forth the entire AGREEMENT between the Parties, and there are no promises or understandings other than those stated herein.

CITY OF LAKE WORTH BEACH DESIGN AGREEMENT

Section 26. Survival:

The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this AGREEMENT or the completion of the PROJECT and the UTILITY WORK, shall survive such termination or completion of the PROJECT and the UTILITY WORK and inure to the benefit of the Parties.

Section 27. Term:

The term of this AGREEMENT shall be effective on the date of execution of this AGREEMENT by both Parties.

This section left blank intentionally

CITY OF LAKE WORTH BEACH DESIGN AGREEMENT

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

CITY OF LAKE WORTH BEACH

BY: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, City Clerk

BY: _____
(DATE)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED FOR
FINANCIAL SUFFICIENCY

BY: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller
Financial Services Director

(SIGNATURE PAGES CONTINUED)

CITY OF LAKE WORTH BEACH DESIGN AGREEMENT

(SIGNATURE PAGES CONTINUED)

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Morton Rose, P.E., Director
Roadway Production Division

PALM BEACH COUNTY, FLORIDA,

BY: _____
Tanya N. McConnell, P.E.,
Deputy County Engineer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: ybh _____
Assistant County Attorney

*Sandra Milone Quinn
9/24/2020*

*Changes made for
CCNA
9/23/2020*

**Palm Beach County
Roadway Production Division**

**Lake Osborne Drive over Lake Bass Canal
Bridge Replacement**

**Scope Proposal
For
Bridge Replacement Design**

Palm Beach County Project No. 2017801

Prepared By



**2056 Vista Parkway, Suite 100
West Palm Beach, FL 33411**

**Sep 22nd 2020
Aug 3rd 2020
July 20th, 2020**



Lake Osborne Drive over Lake Bass Canal Bridge Replacement
Palm Beach County Project No. 2017801

SCOPE of SERVICES

For

Lake Osborne Drive over Lake Bass Canal Bridge Replacement
Bridge Replacement Design
Palm Beach County Project No. 2017801

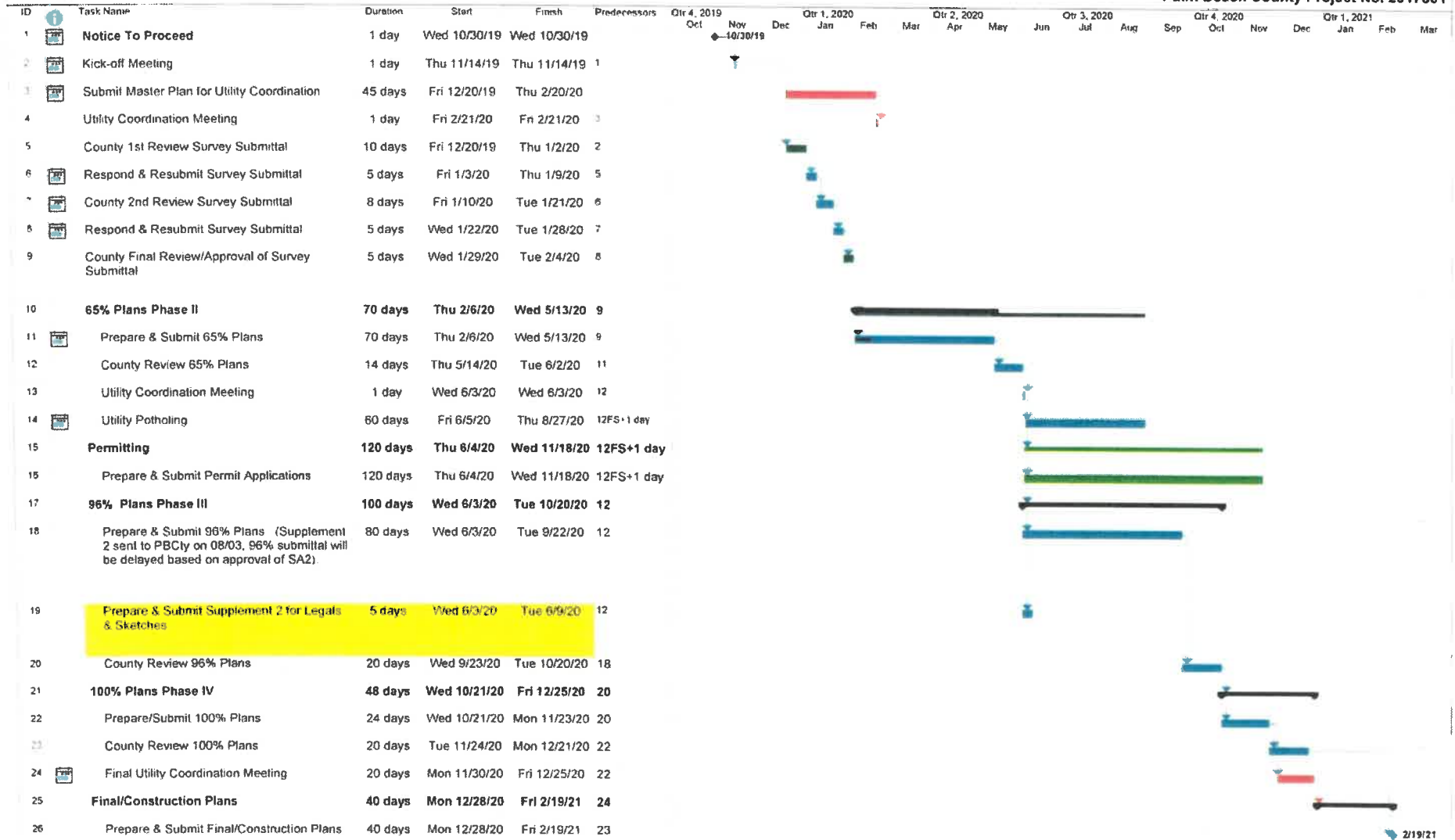
SUPPLEMENTAL AGREEMENT No. 2

Stantec Consulting Services Inc. (Stantec) is pleased to submit the proposal for Lake Osborne Drive Bridge over Lake Bass Canal supplemental agreement no. 2 as follows

- See HSQ Group, Inc. (HSQ) scope and fees
- Stantec will perform the coordination with County, City of Lake Worth and HSQ for the services under this supplemental agreement.

Lake Osborne Drive over Lake Bass Canal Bridge Replacement

Palm Beach County Project No. 2017801



Days shown represent business days.

PROPOSED UNLOADED RATES AND MULTIPLIER CALCULATION - PRIME CONSULTANT

Exhibit A

Name of Project:
County:
County Project Number:
FAP No

Lake Osborne Dr. Over Lake Bass Canal Bridge Replacement
Palm Beach
2017801
NA

Consultant Name: Slantec Consulting Services Inc.
Consultant No.: TBD

Estimator: M. Soni

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Coordination (10% of HSQ's Hours)	15 ✓	15	15 ✓	\$975.45 ✓	\$65.03 ✓
Total Staff Hours	15 ✓	15	15 ✓		
Total Staff Cost		\$975.45 ✓		\$975.45 ✓	\$65.03 ✓

Check = \$975.45

SALARY RELATED COSTS:

Multiplier: 2.97 ✓

\$975.45

Basic Services Estimated Fee (Slantec)

\$2,897.09 ✓

Basic Services Estimated Fee (HSQ): Utilities

\$9,407.77 ✓

SUBTOTAL BASIC SERVICES ESTIMATED FEE:

\$12,304.86 ✓

Reimbursable Services:

Subconsultant: HSQ Reimbursable (Sketch and Legal)

\$1,000.00 ✓

SUBTOTAL REIMBURSABLE SERVICES ESTIMATED FEE:

\$1,000.00 ✓

Optional Services:

Subconsultant: HSQ Reimbursable (Post Design Services)

\$6,271.84 ✓

SUBTOTAL OPTIONAL SERVICES ESTIMATED FEE:

\$6,271.84 ✓

GRAND TOTAL ESTIMATED FEE:

\$19,576.70 ✓



HSQ GROUP, INC.
Engineers • Planners • Surveyors

Lake Osborne Drive over Lake Bass Canal Bridge Replacement

COUNTY PROJECT NO. 2017801

SCOPE OF SERVICES
(Supplemental Agreement 2)

DESCRIPTION OF ADDITIONAL SERVICES

1- Utilities.

Watermain and Force main.

- 1.1 Design of the aerial crossing of the proposed watermain and force main at the west side of the proposed bridge. The pipes will be supported on concrete piles to bridge Lake Bass canal.
- 1.2 Provide details and sections as required by the utility owner to show the tie in to existing, fitting, fire hydrant etc.
- 1.3 Permitting from the City of Lake Worth, Palm Beach County Health Department and DPEP.

2- Survey:

- 1.1 Preparation of sketch and legal descriptions (SL) for two parcels along the project.

3- Post Design Services:

- 3.1 Post design services related to the proposed utilities such as
 - a- Attend preconstruction meeting
 - b- Review of shop drawings.
 - c- Review of as built plans.
 - d- Attend pressure tests for both the water main and the force main.
 - e- Prepare and submit certification applications and final conveyance packages to the City of Lake Worth, Department of Environmental Protection (DEP) for force main and Palm Beach County Health Department.

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Exhibit A

Name of Project: Lake Osborne Drive over Lake Bass Canal Bridge Replacement (SA#2)
 County: PBC
 Project Number: 2017801
 Prepared by: Nour Shehadeh

Staff Classification	Total Staff Hours From "SH Summary Firm"	Sr Engineer \$58.50 ✓	Project Engineer \$42.50 ✓	Engineer Intern \$30.75 ✓	SH By Activity	Salary Cost By Activity	Average Rate Per Task
1 Utilities	90 ✓	9.00	36.00	45.00	90 ✓	\$3,422.25 ✓	\$38.03 ✓
Total Staff Hours	90 ✓	9.0	36.0	45.0	90 ✓		
Total Staff Cost		\$508.50 ✓	\$1,530.00 ✓	\$1,383.75 ✓		\$3,422.25 ✓	\$38.03 ✓

Salary Related Basic Services:	\$3,422.25
Multiplier:	2.749 ✓
Total Salary Related Basic Services:	\$9,407.77 ✓
Reimbursable Services:	
Sketch and Legal:	\$1,000.00 ✓
Total Reimbursable Services:	\$1,000.00 ✓
Optional Services:	
Post Design:	\$6,271.84 ✓
Total Optional Services:	\$6,271.84 ✓
TOTAL ALL SERVICES SA #2	\$16,679.61 ✓

Project Activity : Utilities

Estimator:

Lake Osborne Drive over Lake Bass Canal SA2
2017801

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments	
1.1	Design of the aerial crossing of the proposed watermain and force main at the west side of the proposed bridge. The pipes will be supported on concrete piles to bridge Lake Bass canal.	LS	1	20	20 ✓		
1.20	Provide details and sections as required by the utility owner, show the tie in to existing utilities, fitting, fire hydrant etc.	LS	1	40	40 ✓		
1.30	Permitting from the City of Lake Worth, Palm Beach County Health Department, and DEP	LS	1	30	30 ✓		
Utilities Total					90 ✓		

Project Activity
Survey

Lake Osborne Drive over Lake Bass Canal SA2

2017801

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
1.1	Sketch and Legal Descriptions		EA	2				\$500 PER SL ✓
Survey Total								\$1,000.00 ✓

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Exhibit A

Name of Project: Lake Osborne Drive over Lake Bass Canal Bridge Replacement (SA#2)
 County: Palm Beach County
 Project Number: 2017801
 Prepared by: Nour Shehadeh

Staff Classification	Total Staff Hours From "SH Summary Firm"	Sr Engineer \$56.50 ✓	Project Engineer \$42.50 ✓	Engineer Intern \$30.75 ✓	SH By Activity	Salary Cost By Activity	Average Rate Per Task
1. Post Design	60 ✓	6.00	24.00	30.00	60 ✓	\$2,281.50 ✓	\$38.03 ✓
Total Staff Hours	60 ✓	6.0 ✓	24.0 ✓	30.0 ✓	60 ✓		
Total Staff Cost		\$339.00 ✓	\$1,020.00 ✓	\$922.50 ✓		\$2,281.50	\$38.03 ✓

OPTIONAL POST DESIGN SERVICES
 MULTIPLIER: 2.749 ✓ \$2,281.50
 TOTAL OPTIONAL POST DESIGN COSTS: \$6,271.84 ✓

Project Activity : Optional Post Design Services

Estimator:

Lake Osborne Drive over Lake Bass Canal SA2
2017801

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments	
1.40	Post Design Services						
	a- Attend preconstruction meeting	EA	1	4	4 ✓		
	b- Review of shop drawings.	LS	1	16	16 ✓		
	c- Review of as built plans.	LS	1	6	6 ✓		
	d- Attend pressure tests for both the water main and the force main.	EA	2	5	10 ✓		
	e-Prepare and submit certification applications and final conveyance packages to the City of Lake Worth, DEP for force main and Palm Beach County Health Department.	EA	3	8	24 ✓		
Utilities Total					60 ✓		

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 1, 2020

DEPARTMENT: Finance

TITLE:

Resolution No. 35-2020 – Amended to correct scrivener's error in the original resolution.

SUMMARY:

This amendment to Resolution No. 35-2020 will correct the rolled-back rate and percentage over rolled-back rate incorrectly stated in the original resolution.

BACKGROUND AND JUSTIFICATION:

Resolution No. 35-2020 set forth the millage rate for Fiscal Year 2020-2021. In the resolution, an incorrect rolled-back rate and percentage over rolled-back rate were stated. The Florida Department of Revenue caught these scrivener's errors and requested that the City amend the resolution to state the correct rolled-back rate and percentage over rolled-back rate. The City provided the correct rolled-back rate and percentage over rolled-back rate in other documentation submitted to the State. Amending Resolution No. 35-2020 in this manner is an administrative clean-up matter which does not require the City to complete the formal millage adoption process anew. The incorrect values indicate a rolled back rate of 5.0754 mills which is 8.27% more than the rolled back rate from the previous year. The corrected values should be 5.1138 mills which is 7.44% more than the rolled back rate from the previous year. The corrected values are consistent with what has been remitted to the FL Department of Revenue.

MOTION:

Move to approve or not approve Amendment to Resolution No. 35-2020 to correct scrivener's errors in the original resolution.

ATTACHMENT(S):

Fiscal Impact Analysis N/A

RESOLUTION NO. 35-2020 **(AMENDED*)** OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; LEVYING MUNICIPAL TAXES ON ALL TAXABLE PROPERTY WITHIN THE CITY OF LAKE WORTH BEACH, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

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

Section 1. There be and hereby is levied on all taxable property, real and personal, within the City of Lake Worth Beach for the fiscal year beginning October 1, 2020 and ending September 30, 2021, for the purpose of providing monies for the various funds of the City of Lake Worth Beach, taxes expressed in mills upon the dollar of the assessed valuation of all property located in the City of Lake Worth Beach, as shown upon the 2020 Tax Roll of Palm Beach County.

Section 2. The taxes levied hereby are specifically applied and apportioned for the purposes and at the millage rates per dollar of assessed valuation as aforesaid, as follows:

- (a) For the General Fund for the purpose of providing money for general municipal purposes, and for the improvement and general government of said City, 5.4945 mills, \$5.4945 per \$1,000 assessed valuation; which is 7.44% more than the rolled-back rate of 5.1138 mills (consistent with the previous fiscal year rate).

Section 3. The taxes above specified at the total millage rate of 5.4945 mills, \$5.4945 per \$1,000 assessed valuation, totaling the sum of \$11,372,373 (after allowance for a 3% collection allowance) are hereby specifically allocated and apportioned to the respective items for which the same are levied.

Section 4. The taxes above specified are hereby apportioned to and levied upon and against all the taxable property, both real and personal, within the corporate limits of said City in proportion to the assessed valuation thereof as returned by the Palm Beach County Property Appraiser and as shown by the 2020 Tax Assessment Roll of Palm Beach County.

Section 5. All resolutions or parts thereof, respectively, in conflict with this resolution are hereby repealed.

Section 6. This Tax Levy Resolution shall become effective upon adoption after the second public hearing on September 24, 2020.

The passage of this resolution on first public hearing was moved by Vice Mayor Amoroso, seconded by Commissioner Robinson and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Andy Amoroso	AYE
Commissioner Scott Maxwell	ABSENT
Commissioner Omari Hardy	ABSENT
Commissioner Herman Robinson	AYE

The Mayor thereupon declared this resolution duly passed upon the first public hearing on the 10th day of September 2020.

The passage of this resolution on second public hearing was moved by Commissioner Maxwell, seconded by Vice Mayor Amoroso and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Andy Amoroso	AYE
Commissioner Scott Maxwell	AYE
Commissioner Omari Hardy	ABSENT
Commissioner Herman Robinson	AYE

The Mayor thereupon declared this resolution duly passed and enacted on the 24th day of September 2020.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Deborah M. Andrea, CMC, City Clerk

* This Resolution amends the original Resolution No. 35-2020 at Section 2(a) due to scrivener's errors in the amount and percentage provided with regards to the rolled-back millage rate. The correct figure and percentage were provided in documentation to the Florida Department of Revenue and Palm Beach County Property Appraiser.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 1, 2020

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2020-15 – Second Reading - amending Chapter 23 “Land Development Regulations” regarding changes to commercial vehicle parking, open air operations, temporary banner signage for new construction, and landscaping requirements.

SUMMARY:

Consideration of Ordinance 2020-15 amending Chapter 23 “Land Development Regulations” of the City’s Code of Ordinances as follows

1. Article 1- Section 23.1-12 – Definitions (commercial vehicles)
2. Article 4- Section 23.4-15 - Cemeteries/mausoleums/columbariums
3. Article 4 - Section 23.4-19 - Outdoor storage and open-air operations
4. Article 4 - Section 23.4-22 - Parking, storing or keeping of commercial vehicles in non-residential districts
5. Article 5 - Section 23.5-1 – Signs (temporary banner signage)
6. Article 6 - Section 23.6-1 – Landscape Regulations

BACKGROUND AND JUSTIFICATION:

Ordinance 2020-15 provides for a series of updates, clarifications, corrections and additions to the City’s Land Development Regulations (LDRs). Back at its workshop on March 3, 2020, Staff presented a series of priorities for the LDRs to the Commission. The subject LDR amendments address a second series of prioritized items identified at the March meeting as summarized below. The draft text amendments are summarized below.

- **Landscape Regulations (Artificial Turf):** Removed from Ordinance after first reading.
- **Commercial Vehicles:** The proposed amendments provide clarity and with regards to the regulation of commercial vehicles on non-residential properties.
- **Cemeteries/mausoleums/columbariums:** The proposed amendments provide additional use and site development requirements for cemeteries, mausoleums, and columbariums
- **Open Air Operations:** The proposed amendments will amend the outdoor storage section to specifically address open air operation, including outdoor display.
- **Temporary Signage:** The proposed amendments provide additional banner style signage related to the opening of a newly constructed building or substantially renovate building.
- **Landscape Regulations:** The proposed amendments provide clarity for when permits are requirements and related to installation requirements for ground cover and inorganic mulch.

At the October meetings, the Planning & Zoning Board (PZB) and Historic Resources Preservation Board (HRPB) both recommended unanimously for the City Commission to approve the proposed amendments excluding the artificial turf changes in Exhibit G. The HRPB voted to not recommend approval of the artificial turf changes. However, if approved by the City

Commission, the HRPB requested that all applications for artificial turf within the historic districts require a Certificate of Appropriateness prior to the issuance of a landscape permit for artificial turf. This requested change by the HRPB is reflected in the attached ordinance. The PZB declined to make a formal motion on artificial turf at its meeting citing the need for additional public discussion. The Tree Board requested to discuss the artificial turf changes in Exhibit G although review of land development regulations is outside of their board authority. At their October 28th meeting, the Tree Board recommended that the City Commission not allow artificial turf based on concerns identified in two (2) public comment letters and a letter to the editor in the Lake Worth Herald, which members requested be forwarded to the City Commission.

At its meeting of November 17, 2020, the City Commission unanimously voted 4-0 to approve the ordinance on first reading excluding Exhibit G relating to artificial turf. Exhibit G was removed subsequent to the meeting and its removal is reflected in the attached ordinance.

MOTION:

Move to approve/disapprove Ordinance No. 2020-15 on second reading.

ATTACHMENT(S):

Ordinance 2020-15

PZB/HRPB Staff Report

Tree Board - Public Comment Letters & Lake Worth Herald Letter to the Editor (are available upon request from the City Clerk's office)



DATE: October 1, 2020

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

FROM: William Waters, Director Community Sustainability

MEETING: October 7, 2020

SUBJECT: **PZHP 20-03100007**: Consideration of an ordinance to Chapter 23 “Land Development Regulations” regarding changes to commercial vehicle parking, open air operations, temporary banner signage for new construction, landscaping requirements and artificial turf (Ordinance 20-15).

BACKGROUND/ PROPOSAL:

On March 5, 2020, the City Commission held a workshop on the prioritization of amendments to the City’s Land Development Regulations (LDR) that were previously identified by staff and the Commission. The subject LDR amendments address a second series of prioritized items identified at the March meeting. These include changes related to open air operations, signage and parking. Per commissioner request, requirements related to artificial turf were drafted for discussion and review. The proposed amendments to the Land Development Regulations have been reviewed by staff for consistency with the City’s Comprehensive Plan. A summary of each component in the draft ordinance is also provided.

The proposed LDR amendments for Chapter 23 will modify the following sections of the City’s Code of Ordinances:

- Article 1- Section 23.1-12 – Definitions
- Article 4- Section 23.4-15 - Cemeteries/mausoleums/columbariums
- Article 4 - Section 23.4-19 - Outdoor storage and open-air operations
- Article 4 - Section 23.4-22 - Parking, storing or keeping of commercial vehicles in non-residential districts
- Article 5 - Section 23.5-1 - Signs
- Article 6 - Section 23.6-1 – Landscape Regulations
- ~~Article 6 – Section 23.6-1 – Landscape Regulations (Artificial Turf)–~~

There also are a few changes to Chapter 2 of the Code of Ordinances related to development fees.

Definitions: The proposed amendments provide clarity and with regards to the regulation of commercial vehicles on non-residential properties.

Cemeteries/mausoleums/columbariums: The proposed amendments provide additional use and site development requirements for cemeteries, mausoleums, and columbariums

Open Air Operation: The proposed amendments will amend the outdoor storage section to specifically address open air operation, including outdoor display.

Temporary Signage: The proposed amendments provide additional banner style signage related to the opening of a newly constructed building or substantially renovate building.

Landscape Regulations: The proposed amendments provide clarity for when permits are requirements and related to installation requirements for ground cover and inorganic mulch.

~~**Landscape Regulations (Artificial Turf):** The proposed amendments would allow for artificial turf within the City subject to the requirements related to location, quality and installation.~~

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2020-XX: PZB / HRPB Project Number 20-03100007.

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in PZB / HRPB Project Number 20-03100007. (Ordinance 2020-15).

Attachments

- A. Draft Ordinance 2020-15

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 1, 2020

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2020-17 – Second Reading - Approve the establishment of a mixed-use urban planned development for Village Flats

SUMMARY:

Ordinance No. 2020-17 provides for the establishment of a mixed-use urban planned development including a major site plan, a conditional use, and sustainable bonus incentive for Village Flats, which includes 41 residential units.

BACKGROUND AND JUSTIFICATION:

Village Flats is a two-phase, forty-one (41) unit multi-family project being proposed by InHabit Property Group, which is located on several vacant lots totaling 1.1 acres between Lake and Lucerne Avenues and between North F and North C Streets as depicted in Exhibit A of the ordinance. Phase 1 of the project will be located on 8 lots totaling 0.64 acres adjacent to North E Street between Lake and Lucerne Avenues and will consist of two buildings containing a total of 30 one-bedroom and two-bedroom units, including 5 live/work units. Phase 1 will also include a pocket park to be located at the southeastern corner of the site. Phase 2 will be located at two sites totaling 0.46 acres at 1310 Lake Avenue and 1401 Lucerne Avenue respectively. The parcel at 1310 Lake Avenue will consist of six (6) one-bedroom units, while 1401 Lucerne Avenue will consist of five (5) three-bedroom live/work units. Phase 2 will require subsequent site plan amendment review once the development plans are finalized, which will require either administrative review or review by the Planning & Zoning Board (PZB) as applicable.

This project is the result of RFP 01-1819, initiated by the Lake Worth Beach Community Redevelopment Agency (CRA) for affordable, market-rate housing to be located on CRA-owned property. The project was subsequently submitted for review by Community Sustainability staff and the City's Site Plan Review Team (SPRT). On October 7, 2020, the PZB reviewed the project and unanimously recommended the project be approved by the City Commission with conditions outlined in Exhibit C of the ordinance. The applicant submitted revised plans on October 20, 2020, to address minor comments raised by the PZB, including additional signage detail. The revised plans were reviewed by staff for consistency with PZB comments and are included in the development plans attachment.

If approved, the City's official zoning map will be amended to reflect the establishment of the mixed-use urban planned development.

At its meeting of November 17, 2020, the City Commission unanimously voted 4-0 to approve the ordinance on first reading

MOTION:

Move to approve/disapprove Ordinance No. 2020-17 on second reading.

ATTACHMENT(S):

Ordinance 2020-17

PZB Staff Report

Development Plans

Supplemental Supporting Documents

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ORDINANCE NO. 2020-17 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 1216, 1220, 1230, & 1310 LAKE AVENUE, AND 1207, 1209, 1211, 1213, 1215, & 1401 LUCERNE AVENUE CONSISTING OF APPROXIMATELY 1.1 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, THAT IS LOCATED WITHIN THE MIXED USE – EAST (MU-E) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – EAST (MU-E) THAT INCLUDES THE SPECIFIC DEVELOPMENT STANDARDS DESCRIBED IN EXHIBIT B; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THORUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A MIXED USE URBAN PLANNED DEVELOPMENT CONSISTING OF 41 RESIDENTIAL UNITS INCLUDING 10 LIVE/WORK UNITS; 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, InHabit Property Group (the Applicant), has petitioned the City of Lake Worth Beach (the City) for creation of a Mixed Use Urban Planned Development District to allow for the approval of a mixed use development on a site located at 1216, 1220, 1230, & 1310 Lake Avenue, and 1207, 1209, 1211, 1213, 1215, & 1401 Lucerne Avenue (PCNs 38-43-44-21-15-505-0120; 38-43-44-21-15-505-0130; 38-43-44-21-15-505-0160; 38-43-44-21-15-504-0130; 38-43-44-21-15-503-0050; 38-43-44-21-15-505-0010; 38-43-44-21-15-505-0020; 38-43-44-21-15-505-0030; 38-43-44-21-15-505-0040; 38-43-44-21-15-505-00500) as further described in Exhibit A (the Property) within the MU-E Zoning District and the MU-E 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

47 the Applicant's request for approval for a major site plan for the construction of a mixed
48 use urban planned development currently known as "Village Flats" that will contain 41
49 dwelling units, inclusive of 10 live/work units, to be constructed on this site;

50
51 WHEREAS, on October 7, 2020, the Lake Worth Beach Planning and Zoning
52 Board (P&Z Board) considered the subject application for a Mixed Use Urban Planned
53 Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus
54 Incentive Program and recommended that the City Commission approve the creation of
55 this mixed use urban planned development district; and

56
57 WHEREAS, the City Commission has considered all of the testimony and evidence
58 and has determined that the Mixed Use Urban Planned Development District, Major Site
59 Plan, Sustainable Bonus Incentive Program, and Conditional Use Permit, including the
60 development regulations and conditions, meets the requirements of the Land
61 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 Mixed Use Urban Planned Development District located within the MU-
70 E Zoning District with a future land use designation of MU-E, as described more
71 particularly in **Exhibit A**, is hereby approved. This approval includes the approval of the
72 following elements to be known as the Master Development Plan: (a) Mixed Use Urban
73 Planned Development (b) Major Site Plan (c) Sustainable Bonus Incentive Program (d)
74 Conditional Use Permit; (e) district development standards (**Exhibit B**) (f) conditions of
75 approval (**Exhibit C**); (g) required plans including the site plan, architectural plan,
76 landscape plan, and civil & drainage plans dated 9/21/2020; (h) supplemental supporting
77 documents, as well as all agreements, provisions and/or covenants which shall govern
78 the use, maintenance, and continued protection of the mixed use urban planned
79 development and any of its common areas or facilities. The Applicant is bound to all
80 elements and requirements of the Master Development Plan.

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

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

87
88 Section 5. Severability. If any provision of this ordinance or the application thereof is
89 held invalid by a court of competent jurisdiction, the invalidity shall not affect other
90 provisions of the ordinance which can be given effect without the invalid provision or
91 application, and to this end the provisions of this ordinance are declared severable.
92

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

95
96 The passage of this ordinance on first reading was moved by _____,
97 seconded by _____ and upon being put to a vote, the vote was as follows:

- 98
- 99 Mayor Pam Triolo
- 100 Vice Mayor Andy Amoroso
- 101 Commissioner Scott Maxwell
- 102 Commissioner Herman Robinson

103
104 The Mayor thereupon declared this ordinance duly passed on first reading on the
105 20th day of October, 2020.

106
107
108 The passage of this ordinance on second reading was moved by
109 _____, seconded by _____, and upon being put to a vote,
110 the vote was as follows:

- 111
- 112 Mayor Pam Triolo
- 113 Vice Mayor Andy Amoroso
- 114 Commissioner Scott Maxwell
- 115 Commissioner Herman

116
117
118 The Mayor thereupon declared this ordinance duly passed on the _____ day of
119 _____, 2020.

120
121 LAKE WORTH BEACH CITY COMMISSION
122 By: _____
123 Pam Triolo, Mayor

124 ATTEST:

125
126
127 _____
128 Deborah M. Andrea, City Clerk
129

Exhibit A

DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION PROPERTY DESCRIPTION FOR PZB CASE No. 20-01000001

The subject site encompasses 1216, 1220, 1230, & 1310 Lake Avenue, and 1207, 1209, 1211, 1213, 1215, & 1401 Lucerne Avenue. The site is comprised of select properties located between Lake & Lucerne Avenues, between North C & North F Street and is Mixed-Use East (MU-E). The subject properties PCNs are 38-43-44-21-15-505-0120, 38-43-44-21-15-505-0130, 38-43-44-21-15-505-0160, 38-43-44-21-15-504-0130, 38-43-44-21-15-503-0050, 38-43-44-21-15-505-0010, 38-43-44-21-15-505-0020, 38-43-44-21-15-505-0030, 38-43-44-21-15-505-0040, and 38-43-44-21-15-505-0050. A zoning map of the subject site is provided below.

PROPERTY DESCRIPTION:

Applicant	Corey O’Gorman and Jeff Costello of PLACE Planning & Design on behalf of Timothy Carey of InHabit Property Group
Owner	Lake Worth Beach Community Redevelopment Agency (CRA)
General Location	Multiple sites located between Lake & Lucerne Avenues, between North C & North F Streets.
Existing PCN Numbers	38-43-44-21-15-505-0120; 38-43-44-21-15-505-0130; 38-43-44-21-15-505-0160; 38-43-44-21-15-504-0130; 38-43-44-21-15-503-0050; 38-43-44-21-15-505-0010; 38-43-44-21-15-505-0020; 38-43-44-21-15-505-0030; 38-43-44-21-15-505-0040; 38-43-44-21-15-505-0050
Legal Description	Town of Lake Worth Lots 1-5, 12-13, & 16, Block E Town of Lake Worth Lots 13 & 14 (Less N 5ft Alley R/W) Block D Town of Lake Worth Lots 5-8 (Less S 5ft Alley R/W) Block C
Existing Land Use	Vacant Lots
Existing Zoning	Mixed-Use East (MU-E)
Proposed Zoning	Mixed Use Urban Planned Development
Future Land Use Designation	Mixed-Use East (MU-E)

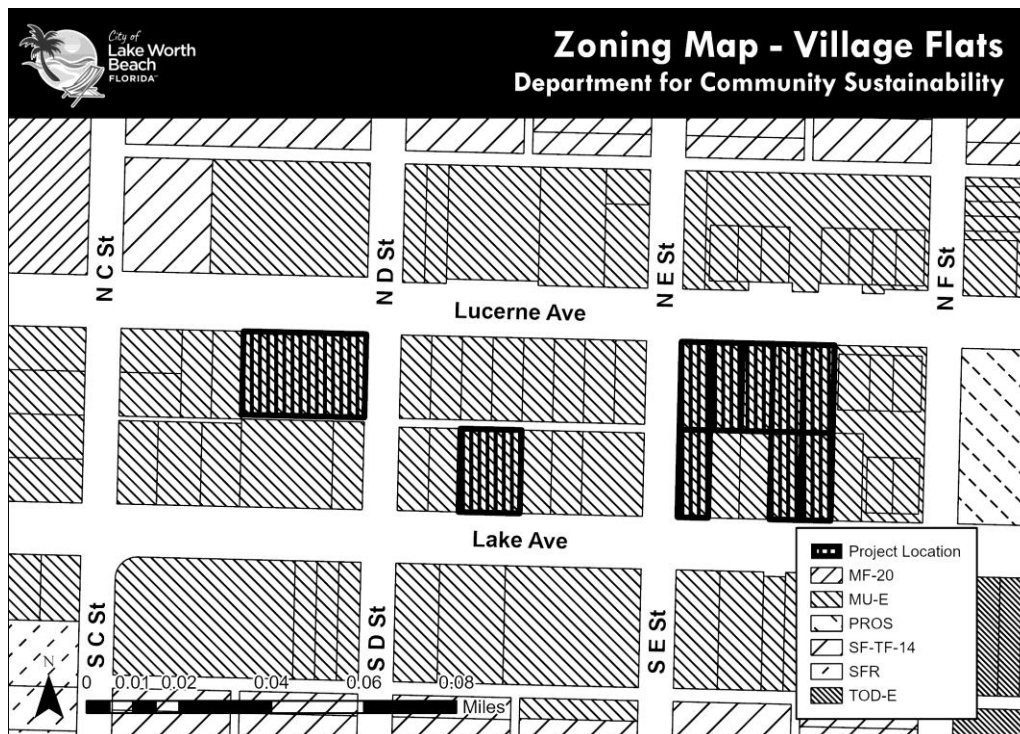


Exhibit B**DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
DEVELOPMENT STANDARDS FOR PZB CASE No. 20-01000001**

Development Standard		Base Zoning District	Mixed Use Urban Planned Development with Sustainable Bonus Incentive Program (SBIP)	Phase 1 Provided	Phase 2 Provided (approximate)
Lot Size (min) In square feet (sf)		6,500 sf	0.5 acres	47,950 sf (1.1 acres)	
Lot Width (min)		25'	100'	175'	70' + 140'
Setbacks	Front (min)	10'	10'	10'	10' & 20'
	Rear (min)	10'	10'	10'	41' & 43'
	Street Side (min)	10'	10'	10'	N/A
	Interior Side (min)	0'	0'	0'	11.5' & 5'/10'
Impermeable Surface Coverage (maximum)		75%	75%	72.4%	62.4%
Structure Coverage (max)		65%	65%	29.7%	27.9%
Living Area (minimum)	One bedroom units	600 sf	600 sf	Unit 1 (5): 715-723 sf Unit 3 (12): 686 sf Unit 4 (6): 710 sf	Building 3 Unit (6): 700 sf
	Two bedroom units	750 sf	750 sf	Unit 2 (7): 982-1041 sf	None
	Three bedroom units	900 sf	900 sf	None	Building 4 Unit (5): 1,550 sf
Parking		Phase 1: 47 / Phase 2: 24 / Office: 3 Total: 56 (74 – 25% mixed-use credit)		49 (36 spaces on-site, 13 on street)	29
Density (max)		30 du/acre (33 units)	37.5 du/acre (41.25 units)	37.27 du/acre (41 units)	
Building Height (max)		30 feet (2 stories)	56.25 feet (5 stories)	Building 1: 48.67' Building 2: 35.5'	Buildings 3 & 4: Not to exceed LDRs
Floor Area Ratio (FAR) (max)		1.5	1.94	.82	.64

Exhibit C

DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION CONDITIONS OF APPROVAL FOR PZB CASE No. 20-01000001

Planning:

1. Phase 1 & 2 Conditions:
 - i. Prior to the issuance of a building permit for Phase 1, provide a TPS Letter from the Palm Beach County Traffic Division. The TPS letter may be for only Phase 1 or both Phase 1 & 2. Should the TPS Letter only be for Phase 1, a second TPS letter shall be applied for prior to Site Plan approval for Phase 2, and said letter shall be submitted prior to the issuance of a building permit.
 - ii. Prior to the issuance of a building permit, designate 3 parking spaces as electric vehicle parking and outfit each parking space with electric vehicle charging equipment as outlined in LDR Section 23.4-10.
 - iii. Exterior lighting shall be shielded and in conformance with the Major Thoroughfare Design Guidelines. Exterior LED lighting shall have a warm color temperature (<3000K).
 - iv. Prior to the issuance of a building permit, a color scheme more characteristic with the aesthetic of Lake Worth Beach shall be approved by the Development Review Official.
 - v. Prior to the issuance of a certificate of occupancy, all fences shall comply with Section 23.4-4.
2. Phase 1 Conditions:
 - i. Prior to the issuance of a building permit, push back the north wall of Building 2 so that it lies 5' south of the existing gravity sewer running east/west through the site.
 - ii. Prior to the issuance of a building permit, screen the recycling area from all rights-of-way.
 - iii. Prior to the issuance of a building permit, submit a signage plan that provides consistent signage theme, sizing and materials.
3. Phase 2 Conditions:
 - i. Phase 2 shall obtain final site plan approval through a Site Plan amendment process to be approved administratively by staff or by the Planning & Zoning Board as applicable.
 - ii. An application for final site plan approval for Phase 2 shall be required no later than one (1) year of the planned development approval with an administrative extension of up to six (6) months if approved by the City's Development Review Official.
 - iii. Phase 2 shall be restricted to 11 units total. Should additional units be sought through the city's Transfer of Development Rights program, the site plan shall be amended through a Major Site Plan amendment process.
 - iv. Aside from waivers granted through the Planned Development, Phase 2 shall be designed in accordance and comply with Chapter 23 of the city's Land Development Regulations.
 - v. Prior to the issuance of a building permit, submit a signage plan that provides consistent signage theme, sizing and materials.

Public Works:

1. The issuance of any permits shall comply with all provisions of the Lake Worth Beach Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual
2. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a "Right of Way/Utility Permit" application
3. Prior to the issuance of a building permit, the following shall be completed:
 - i. 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.
 - ii. the applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary,
 - iii. the applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
4. Prior to the issuance of a certificate of occupancy, the following shall be completed:
 - i. all conditions of approval shall have been satisfied under jurisdiction of the Department of Public Works,
 - ii. the applicant shall construct new Type F curb/Valley gutter and a new 5-foot wide sidewalk along the east side of North E Street from the south property line to the north property line in compliance with the Public Works Department's specifications and Policy and Procedure Manual,
 - iii. the applicant shall construct a 1" mill and overlay for the entire lane on the east side of North E Street from Lake Ave to Lucerne Ave; current proposed design has a partial lane mill and overlay,
 - iv. 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,
 - v. the applicant shall fine grade and sod all disturbed areas with bahia sod,
 - vi. 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,
 - vii. the applicant shall restore the right of way to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.

Utilities Water & Sewer:

1. Provide the Utilities Department unimpeded access to utilities within the easement.
2. Prior to the issuance of a building permit, the following shall be completed:
 - a. adjust and expand the east/west utility easement such that there is an easement that exists 4 feet north of the existing watermain (and encompasses the electric) and continues to 5 feet south of the existing gravity sewer.
the MEP shall verify the 2-inch service size for 24 residential units, and 1-inch service size for 16 residential units, is adequate to meet the demand.



DATE: October 1, 2020
TO: Members of the Planning and Zoning Board
FROM: Andrew Meyer, Senior Community Planner
THRU: William Waters, AIA, NCARB, LEED, AP BD+C, ID, SEED, Director for Community Sustainability
MEETING: October 7, 2020

SUBJECT: **PZB Project Number 20-0100001**: Consideration of a mixed-use urban planned development, major site plan with sustainable bonus, and conditional use permit to construct a two-phase multi-family development with live-work units, generally known as "Village Flats", and located at 1216, 1220, 1230, & 1310 Lake Avenue, and 1207, 1209, 1211, 1213, 1215, & 1401 Lucerne Avenue pursuant to the City of Lake Worth Beach Land Development Regulations (LDR's). The subject properties are located in the Mixed-Use – East (MU-E) zoning district. PCN #s 38-43-44-21-15-505-0120; 38-43-44-21-15-505-0130; 38-43-44-21-15-505-0160; 38-43-44-21-15-504-0130; 38-43-44-21-15-503-0050; 38-43-44-21-15-505-0010; 38-43-44-21-15-505-0020; 38-43-44-21-15-505-0030; 38-43-44-21-15-505-0040; 38-43-44-21-15-505-0050.

PROJECT DESCRIPTION:

The Applicant, Corey O’Gorman and Jeff Costello of PLACE Planning & Design on behalf of Timothy Carey of InHabit Property Group, is requesting approval of Village Flats, a project consisting of the following:

- 1.) **Mixed Use Urban Planned Development** to construct a two-phased live/work and multifamily residential development. (page 8)
- 2.) **Major Site Plan** for the development of new live/work and multifamily residential buildings in excess of 7,500 square feet. (page 10)
- 3.) **Sustainable Bonus Program Incentive** to meet the requirements of a Mixed Use Urban Planned Development and gain an increase in overall density to 37.5 units per acre, and an increase in height to four stories and 48.67 ft. (page 14)
- 4.) **Conditional Use Permit** to establish a mixed-use master plan greater than 7,500 square feet inclusive of townhomes and live/work units. (page 15)

Village Flats is proposed as a response for a Request for Proposal (RFP) issued by the Lake Worth Beach CRA, and is currently sponsored by the CRA. Village Flats consists of two phases; Phase 1 will be located across the properties located at 1216, 1220, & 1230 Lake Avenue, and 1207, 1209, 1211, 1213, & 1215 Lucerne Avenue, while Phase 2 will be located across the properties located at 1310 Lake Avenue and 1401 Lucerne Avenue. Phases 1 and 2 together is classified as a large lot of approximately 47,950 square feet, or 1.1 acres.

Phase 1 is located between Lake and Lucerne Avenues, on the west side of North E Street, and is currently a collection of vacant lots. Phase 1 consists of two buildings – a four-story, 24-unit (of which five are live-work) multi-family residential building (Building 1) and a three-story, six-unit multi-family building (Building 2). Building 1 is located along the entire north side of Phase 1, facing Lucerne Avenue. Building 2 is located to the south west of Building 1, facing North E Street.

Phase 2 is located at 1310 Lake Avenue and 1401 Lucerne Avenue; both sites are currently vacant lots. 1310 Lake Avenue is proposed to contain a three-story, six-unit multifamily residential building (Building 3), and 1401 Lucerne Avenue is proposed to contain five, two-story live-work townhouses (Building 4). The design of Phase 2 has not yet been finalized. The recommendation of approval has been conditioned to require staff review and approval of a site plan amendment prior to the issuance of a building permit.

Based on the site plan package, the following unit types will be proposed:

- Phase 1:
 - Building 1:
 - Unit 1 (5 units) – live/work, one bed, one bath, totaling at 715-723 square feet per unit
 - Unit 2 (7 units) – two bed, two bath, totaling at 982-1041 square feet per unit
 - Unit 3 (12 units) – one bed, one bath, totaling at 686 square feet per unit
 - Building 2:
 - Unit 4 (6 units) – one bed, one bath, totaling at 710 square feet per unit
- Phase 2:
 - Building 3:
 - 6 Units – one bed, one bath, totaling 700 square feet per unit
 - Building 4:
 - 5 Units – live/work, three bed, one or two baths, totaling 1,550 square feet per unit

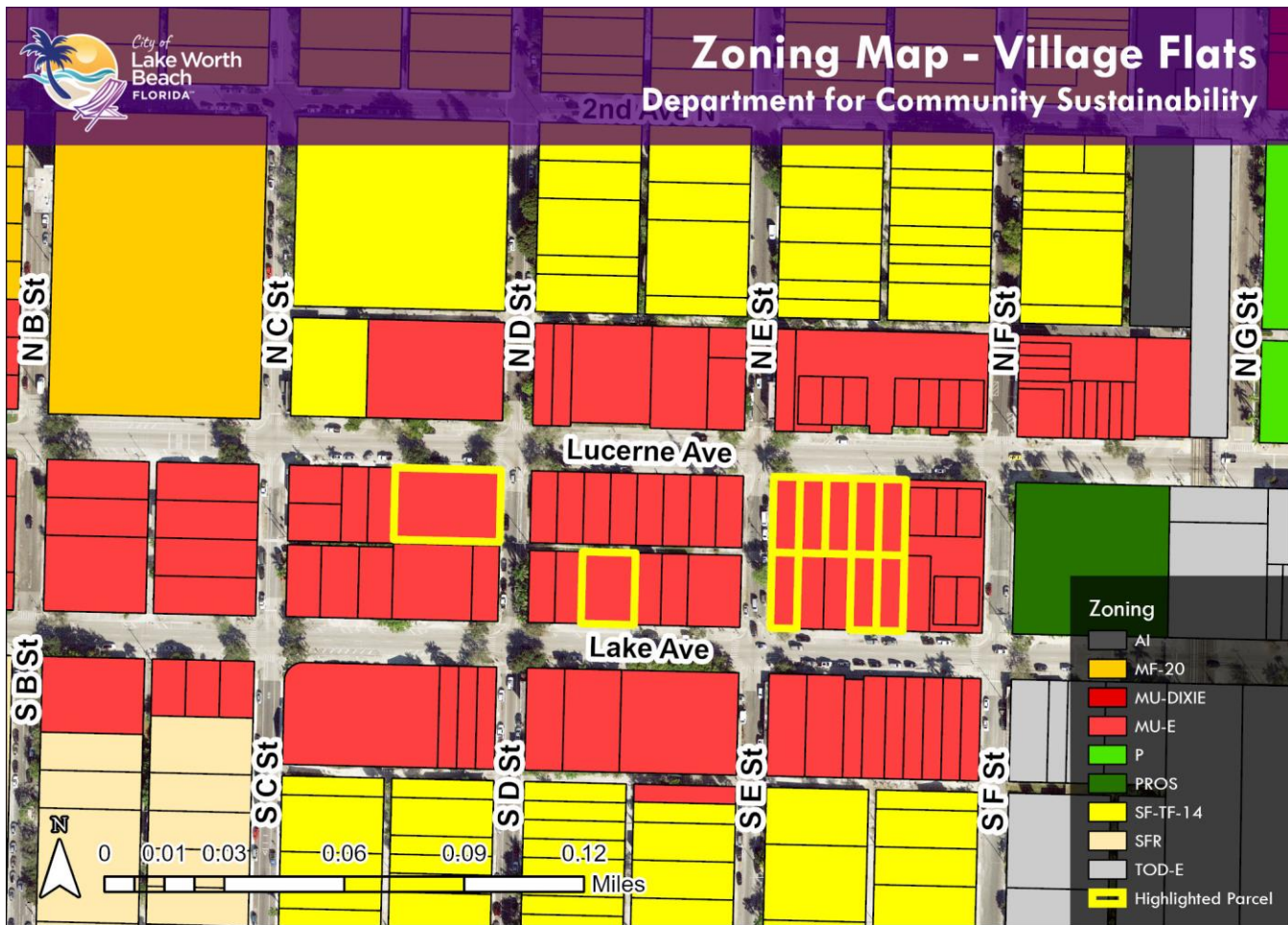
All units in Buildings 1 and 2 above the first floor are accompanied with a +/- 55 square foot balcony. The Applicant states that the development will include additional features such as a pocket park, which includes a trellis, dog walk, benches, and a landscaped seating area in the southeast corner of Phase 1.

Staff Recommendation:

Staff has reviewed the documentation and materials provided, applying the applicable guidelines and standards found in the City of Lake Worth Zoning Code, Comprehensive Plan, and Strategic Plan. The proposed development meets the criteria of the Comprehensive Plan and LDRs. Staff recommends that the Board recommend approval of the Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Program Incentive as conditioned on pages 19-20 to the City Commission.

PROPERTY DESCRIPTION:

Applicant	Corey O’Gorman and Jeff Costello of PLACE Planning & Design on behalf of Timothy Carey of InHabit Property Group
Owner	Lake Worth Beach Community Redevelopment Agency (CRA)
General Location	Multiple sites located between Lake & Lucerne Avenues, between North C & North F Streets.
Existing PCN Numbers	38-43-44-21-15-505-0120; 38-43-44-21-15-505-0130; 38-43-44-21-15-505-0160; 38-43-44-21-15-504-0130; 38-43-44-21-15-503-0050; 38-43-44-21-15-505-0010; 38-43-44-21-15-505-0020; 38-43-44-21-15-505-0030; 38-43-44-21-15-505-0040; 38-43-44-21-15-505-0050
Existing Land Use	Vacant Lots
Zoning	Mixed-Use East (MU-E)
Future Land Use Designation	Mixed-Use East (MU-E)

ZONING MAP:**BACKGROUND:**

The project site is comprised of 10 vacant parcels generally located between Lake and Lucerne Avenue, between North C and North F Street. The collection of lots were purchased and assembled by the Lake Worth Beach Community Redevelopment Agency over several years. Collectively, they were offered through a competitive Request for Proposal process to private developers for redevelopment.

Below is a timeline summary of the properties' histories based on Palm Beach Property Appraiser's records and City records:

- 1216 Lake Avenue
 - Existing 3,500 square foot (35' x 100') lot
 - 1939 – A single-family residence was constructed on the property
 - July 30, 2018 – The single-family residence was demolished. The site is currently vacant.
 - September 24, 2020 – There are no active business licenses at this site
 - September 24, 2020 – There are no active code cases at this site
- 1220 Lake Avenue
 - Existing 3,500 square foot (35' x 100') lot
 - 1939 – A single-family residence was constructed on the property
 - November 21, 2006 – The single-family residence was demolished.

- October 18, 2012 – A building permit was issued to construct a new single-family residence.
- November 2012- September 2020 – All existing buildings were demolished. The site is currently vacant.
- September 24, 2020 – There are no active business licenses at this site
- September 24, 2020 – There are no active code cases at this site
- 1230 Lake Avenue
 - Existing 3,500 square foot (35' x 100') lot
 - 1939 – A single-family residence was constructed on the property
 - July 30, 2018 – The single-family residence was demolished. The site is currently vacant.
 - September 24, 2020 – There are no active business licenses at this site
 - September 24, 2020 – There are no active code cases at this site
- 1310 Lake Avenue
 - Existing 7,000 square foot (70' x 100') lot
 - 1952 – A multi-family residence was constructed on the property
 - November 4, 2013 – The multi-family residence was demolished. The site is currently vacant.
 - September 24, 2020 – There are no active business licenses at this site
 - September 24, 2020 – There are no active code cases at this site
- 1207 Lucerne Avenue
 - Existing 3,500 square foot (35' x 100') lot
 - 1956 – A single-family residence was constructed on the property
 - July 30, 2018 – The single-family residence was demolished. The site is currently vacant.
 - September 24, 2020 – There are no active business licenses at this site
 - September 24, 2020 – There are no active code cases at this site
- 1209 Lucerne Avenue
 - Existing 3,500 square foot (35' x 100') lot
 - 1956 – A multi-family residence was constructed on the property
 - August 27, 2012 – The multi-family residence was demolished. The site is currently vacant.
 - September 24, 2020 – There are no active business licenses at this site
 - September 24, 2020 – There are no active code cases at this site
- 1211 Lucerne Avenue
 - Existing 3,500 square foot (35' x 100') lot
 - 1956 – A multi-family residence was constructed on the property
 - July 30, 2018 – The multi-family residence was demolished. The site is currently vacant.
 - September 24, 2020 – There are no active business licenses at this site
 - September 24, 2020 – There are no active code cases at this site
- 1213 Lucerne Avenue
 - Existing 3,500 square foot (35' x 100') lot
 - 1950 – A single-family residence was constructed on the property
 - July 30, 2018 – The single-family residence was demolished. The site is currently vacant.
 - September 24, 2020 – There are no active business licenses at this site
 - September 24, 2020 – There are no active code cases at this site
- 1215 Lucerne Avenue
 - Existing 3,500 square foot (35' x 100') lot
 - 1956 – A multi-family residence was constructed on the property
 - July 27, 2012 – The multi-family residence was demolished. The site is currently vacant.
 - September 24, 2020 – There are no active business licenses at this site
 - September 24, 2020 – There are no active code cases at this site
- 1401 Lucerne Avenue

- Existing 14,000 square foot (140' x 100') lot
- 1956 – A mixed use, multi-family building was constructed on the property
- 2004 – Plato Loco held a business license at the location for a take-out restaurant
- 2000 – 2015 – Lois Vanderwoude Trust held a business license at the location to rent out multi-family units
- July 2, 2014 – The mixed use, multi-family building was demolished. The site is currently vacant.
- September 24, 2020 – There are no active business licenses at this site
- September 24, 2020 – There are no active code cases at this site

ANALYSIS:

Consistency with the Comprehensive Plan and Strategic Plan

Both Phase 1 and Phase 2 have a Future Land Use (FLU) designation of Mixed-Use East (MU-E). Per Policy 1.1.1.5, the MU-E FLU is established to provide for a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The proposed development provides multi-family and live-work units within one of the central commercial cores of the city. Therefore, it is consistent with the intent of the MU-E FLU. Furthermore, Objective 1.2.2 states that the City shall facilitate a compact, sustainable urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services, and to reduce dependence on the automobile. This can be accomplished by concentrating more intensive growth within the City's mixed-use development areas. The proposed development is a mixed use urban planned development that utilizes the City's Sustainable Bonus Incentive Program, which grants the development additional height, density, and floor area ratio over what is permitted by right. Thus, this project is consistent with Objective 1.2.2.

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. Pillars II.A, II.B, and II.E of the Strategic Plan state that the City shall diversify housing options, continue crime reduction and prevention in achieving a safe, livable and friendly community, and deliver sustainable indoor-outdoor leisure opportunities. The Applicant also is providing a pocket park which includes a trellis, dog walk, benches, and a landscaped seating area in the southeast corner of Phase 1. In addition, Pillars I.A and I.B of the City's Strategic Plan represent a commitment to economic development, of which this project brings. Therefore, the project inclusive of Phases 1 and 2 is consistent with Pillars I.A, I.B, II.A, II.B, and II.E of the City's Strategic Plan. Pillars II.C, II.D, and II.F are not applicable to this project.

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 in the Code 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 East (MU-E): Per LDR Section 23.3-13(a), the MU-E zoning district is intended to promote the establishment and expansion of a broad range of office, commercial, hotel/motel and medium-density multiple-family residential development as well as to facilitate redevelopment within these areas that achieves a mix of residential and professional office land uses. The MU-E district is also intended to create a place of common vision and physical predictability for all

new construction, renovations, and redevelopment. The proposed mixed use urban planned development provides a mixture of residential and live/work uses. As such, the proposal is consistent with the intent of the MU-E 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	Mixed Use Urban Planned Development with Sustainable Bonus Incentive Program (SBIP)	Phase 1 Provided	Phase 2 Provided (approximate)
Lot Size (min) In square feet (sf)		6,500 sf	0.5 acres	47,950 sf (1.1 acres)	
Lot Width (min)		25'	100'	175'	70' + 140'
Setbacks	Front (min)	10'	10'	10'	10' & 20'
	Rear (min)	10'	10'	10'	41' & 43'
	Street Side (min)	10'	10'	10'	N/A
	Interior Side (min)	0'	0'	0'	11.5' & 5'/10'
Impermeable Surface Coverage (maximum)		75%	75%	72.4%	62.4%
Structure Coverage (max)		65%	65%	29.7%	27.9%
Living Area (minimum)	One bedroom units	600 sf	600 sf	Unit 1 (5): 715-723 sf Unit 3 (12): 686 sf Unit 4 (6): 710 sf	Building 3 Unit (6): 700 sf
	Two bedroom units	750 sf	750 sf	Unit 2 (7): 982-1041 sf	None
	Three bedroom units	900 sf	900 sf	None	Building 4 Unit (5): 1,550 sf
Parking		Phase 1: 47 / Phase 2: 24 / Office: 3 Total: 56 (74 – 25% mixed-use credit)		49 (36 spaces on-site, 13 on street)	29
Density (max)		30 du/acre (33 units)	37.5 du/acre (41.25 units)	37.27 du/acre (41 units)	
Building Height (max)		30 feet (2 stories)	56.25 feet (5 stories)	Building 1: 48.67' Building 2: 35.5'	Buildings 3 & 4: Not to exceed LDRs
Floor Area Ratio (FAR) (max)		1.5	1.94	.82	.64

Density: The proposed development complies with the City's LDRs and Comprehensive Plan. The project proposes a total of 41 units between Phases 1 & 2. As shown in the table above, the base density in the MU-E zoning district is currently a maximum of 30 dwelling units per acre. Per Policy 1.2.3.4 of the City's Comprehensive Plan, a mixed use urban planned development may obtain bonus density, intensity (FAR), and height over the base line as outlined in Table 1 of the Comprehensive Plan. Therefore, the maximum allowed density for this project is 37.5 dwelling units per acre which equates to 41.25 units.

Impermeable Surface Coverage: Because this project is a planned development, the maximum impermeable surface requirement for a small lot is applicable in lieu of the large lot maximum. Therefore, the maximum impermeable surface is 75%. Phase 1 proposes a total structure coverage of 72.4%, and Phase 2 is estimated to have a lot coverage of approximately 62%, with both Phases 1 and 2 having a combined lot coverage of approximately 68.3%. Therefore, the project is compliant with the maximum impermeable surface criterion.

Structure Coverage: Phase 1 proposes a total structure coverage of 29.7%, and Phase 2 proposes a total structure coverage of approximately 27.9%, with Both Phases 1 & 2 having a combined total structure coverage of 28.9%. The maximum permitted coverage for all structures is 55%; as such, the project is compliant with the maximum structure coverage criterion.

Setbacks: The project as proposed does not meet the minimum required setbacks for all stories above the second story, and does not meet the minimum required setbacks for balconies of the base zoning district, MU-E. As part of the mixed-use planned development application, the Applicant is seeking to modify the required minimum setbacks for all stories above the second story and the minimum required setbacks for balconies, and has provided a justification for the waivers in Attachment C. Planned developments may establish alternate site land development requirements as per Section 23.3-25(a)(1).

Per LDR Section 23.3-13(d)(3)(D)&(E), the minimum setback for all stories above the second story is between 8 to 12 feet. The Applicant states that due to site constraints of the lots, the building cannot be setback the additional distance on the 2nd and 3rd floors without impacting the number and size of the dwelling units and the project in general.

In addition, per LDR Sections 23.3-13(d)(3)(A)(1), 23.3-13(d)(3)(B), and 23.3-13(d)(3)(c)(2), the minimum setback from all property lines adjacent to streets is 10'. The land development regulations do not make provisions for balconies extending into the setback, therefore balconies are typically held to the 10' setback regulation. As such, the applicant is also requesting that the City Commission waive Sections 23.3-13(d)(3)(A)(1), 23.3-13(d)(3)(B), and 23.3-13(d)(3)(c)(2) to permit balconies to extend into the front setback by 3 feet. The applicant states that balconies are typically permitted to encroach into required setbacks, and that the inclusion of balconies on the façade creates visual interest provides coverage and weather protection for the units below, and promotes neighborhood safety by providing the ability to have additional eyes on the street.

In summary, the Applicant is requesting the following setback waivers:

Phase 1:

- Building 1
 - to allow the third and fourth stories to be setback 10' from the north property line, adjacent to Lucerne Avenue, the west property line, adjacent to North E Street, and the east property line, adjacent to 1205 Lucerne Avenue.
 - to allow the balconies to extend 3' into the setback located along the north property line, adjacent to Lucerne Avenue.
- Building 2
 - to allow the third story to be setback 10' from the west property line, adjacent to North E Street, and south property line, adjacent to Lake Avenue.
 - to allow the balconies to extend 3' into the setback located along the west property line, adjacent to North E Street

Phase 2:

- Building 3

- to allow the third story to be setback no less than 10 feet from the south property line, adjacent to Lake Avenue.

Parking: The proposed development exceeds the minimum parking requirements in the City's LDRs. In total, after receiving a mixed-use credit of 25% of 74 parking spaces, 56 parking spaces are required for a project of this size, and the applicant is proposing 78 parking spaces. In addition, each phase by itself meets the minimum parking requirements in the City's LDRs. Forty-eight (48) parking spaces are required of Phase 1, while Phase 1 contains a total of 49 spaces, met through a combination of 36 on-site spaces, 12 on-street spaces, and 4 bicycle spaces (which count as 1 vehicular space). Twenty-six (26) spaces are required by Phase 2, and the applicant is proposing 29 spaces.

Section 23.4-10(g) requires mixed-use projects exceeding 25 parking spaces to designate 4% of the total minimum required off-street parking spaces as electric vehicle charging spaces. As such, the project as proposed will be required to provide a total of 3 electric vehicle charging spaces, each with operable Level 2 charging equipment. A condition of approval has been added to reflect this requirement.

Landscaping: Overall, the development proposal complies with the City's landscape regulations. The project proposes Dahoon Holly and Cabbage Palmetto along Lake and Lucerne Avenues, and North E Street. In addition, the project proposes Southern Live Oak, Orange Geiger Tree, Silver Buttonwood, and Wax Myrtle within the proposed pocket park.

Signage: This application does not include a master sign program. The applicant has stated that any proposed signage during the building permitting phase will comply with LDR Section 23.5-1. The submittal of a signage plan that provides consistent signage theme, sizing and materials prior to the issuance of a building permit for signage is a staff recommended condition of approval.

Walls/Fences: The site plan proposes a 3.5' high wood fence along Lucerne Avenue to provide separation of space, yet still allow permeability and visibility between the live/work units and the street. This fence, as well as the remainder of the walls and fences on the site are in accordance with LDR Section 23.4-4.

Lighting and Security: The application's photometric plan complies with the City's exterior lighting code, Section 23.4-3, Exterior Lighting. In attempt to reduce the crime potential at this location, the applicant is proposing to install a security gate that will provide limited access to the buildings. Additionally, the application states that the project will be consistent with Crime Prevention Through Environmental Design Principles (CPTED) to reinforce the privacy and safety of the residents.

Major Thoroughfare Design Guidelines: The project has been reviewed and found to be compliant with the City's Major Thoroughfare Design Guidelines. The aforementioned presence of the 3.5 foot high fence, along with the presence of trees, large windows, and balconies help create a sense of place and create a space of high visibility. The orientation of the buildings toward the major thoroughfares, and the siting of parking in the interior of the site, isolates the vehicular circulation from pedestrian circulation, enhancing walkability and safety of the major thoroughfares.

Townhomes: Per Section 23.4-13(3)(c)(11), townhomes are required be reviewed against specific use criteria (Page 18). One specific use criterion requires townhome structures to be no longer than 120' in length. Currently, the application proposes a townhome structure as part of Phase 2, Building 4 which is 125' in length, or 5' longer than what the criteria allows. Staff is recommending support of a waiver to allow for the proposed configuration. With the proposed waiver, the townhomes are consistent with the specific use criteria for townhomes.

Mixed Use Urban Planned Development:

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

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

The proposed project is a mixed use urban planned development, comprised of a majority of residential units, with ground floor units that provide for a live/work dwelling that help activate the adjacent thoroughfares and contribute to a range of diverse housing options. The sections of the Code the Applicant is requesting a waiver from as part of the mixed use urban planned development are outlined under the “Consistency with the City’s LDR Requirements” analysis section above. The criteria below are requirements of all mixed use urban planned developments.

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

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

Staff Analysis: The subject site is located in the Mixed Use – East zoning district. **Meets Criterion.**

2. Minimum area required. The minimum area required for an urban planned development district shall be one-half (.5) acres.

Staff Analysis: Phases 1 & 2 combined are 47,950 square feet in total, or approximately or 1.1 acres, which is over the required minimum area. **Meets Criterion.**

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

Staff Analysis: Phases 1 & 2 will consist of a total of 41 units, of which 10 are live/work. Phase 1 will consist two buildings containing 30 units total, with five units designated as live/work, while Phase 2 will consist of two buildings containing 11 units, with five units also designated as live/work. This combination of strictly residential and live/work units is consistent with this criterion. **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 as proposed does not meet the minimum required setbacks for all stories above the second story, and does not meet the minimum required setbacks for balconies of the base zoning district, MU-E. As part of the mixed-use planned development application, the Applicant is seeking to modify these setback regulations and has provided justification for the waiver in Attachment C.

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

Staff Analysis: Parking is being provided within Phases 1 & 2 in accordance with Section 23.4-10 of these land development regulations, with the exception of 23.4-10(g) outlined under the “Consistency with the City’s LDR Requirements” analysis section above. **Meets Criterion.**

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

Staff Analysis: The required landscaping and buffering is being provided along all sides of the project, and conforms to Section 23.6-1. **Meets Criterion.**

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

Staff Analysis: The applicant has provided a photometric plan for Phase 1 only. This project is conditioned that no lighting measurement shall exceed 1 foot candle at or beyond the boundaries of such development for both Phases 1 & 2, and that shielded and architecturally appropriate fixtures be submitted to staff prior to the issuance of a building permit.

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

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

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

Staff Analysis: The applicant has provided a schedule of sustainability features to be counted toward its Sustainable Bonus Incentive Program. The schedule has been reviewed against the Sustainable Bonus Incentive Program and meets the criteria. Staff analysis of the Sustainable Bonus application can be found on page 14. **Meets Criterion.**

Master Development Plan (Major Site Plan):

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

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 application states that the site plan will be harmonious and complementary to the surrounding area and has been designed to promote safety and designed to promote walkability and enhance the major thoroughfares. The live/work units have been located on the ground floor of the residential buildings, and the buildings are pushed toward the street in accordance with the Major Thoroughfare Design Guidelines. The most intense use of the parking is located in the center of the site and away from the pedestrian circulation of Lake and Lucerne Avenues. **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: This section is not applicable. The lots as they exist today are completely vacant, with only sodded ground cover in Phase 1, and a few trees in Phase 2. The applicant states that the proposed landscaping will be an environmental and aesthetic improvement to the site. Staff has reviewed the landscape plan and finds the landscaping proposed meets the landscape code and exceeds the landscaping and natural conditions currently present on the site.
Criterion Not Applicable.

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: The application states that on-site parking has been placed in the center of the site, screening it from Lake Avenue, Lucerne Avenue, and E Street. The applicant also proposes a 3.5' high decorative wood fence along the perimeter of the site, providing semi-private spaces for residents while also maintaining permeability for visitors to the live/work spaces. Staff finds that the screening for Phase 1 is sufficient, and any screening as part of Phase 2 will meet the requirements of the city's LDRs. **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 application states that the parking will be secured with an automatic gate. Staff finds that the 3.5' high fence separating the ground floor residences from the right-of-way enhances residential privacy while maintaining visibility of live/work units from the space as well as conforming to the Major Thoroughfare Design Guidelines. **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: The application states that emergency vehicles will access the development by using the existing roadways that are adjacent to the site as well as the interior parking lot. Both buildings on the Phase 1 site are oriented toward the street and have multiple points of access directly from the right of way. Preliminary plans for Phase 2 show similar access to the site for emergency vehicles. **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: As stated above, both buildings are oriented toward the street and have direct access to public streets and walkways. The live/work units front Lucerne Avenue and each have their own access to the right-of-way. The vehicular access to the site is in the rear of the site and is shielded from the major thoroughfares by the buildings. In addition, the proposed pocket park has direct access to Lake Avenue. Phase 2 will also have access to public ways through the major thoroughfares as well as alleys. **Meets Criterion.**

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

Staff Analysis: The application states that the pedestrian circulation system is appropriate for this urban infill site with sidewalks along the streets. Staff finds that the location of the vehicular parking area at the center of the site allows for the separation from the pedestrian circulation internally on the site and shields the vehicular portion from the pedestrian-oriented major thoroughfares. Phase 2 will be required to be designed to allow for protected pedestrian circulation to and from the sites from the major thoroughfares. **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: Phase 1 will have one ingress and egress off of North E Street. The location of this ingress/egress point minimizes conflict with pedestrian circulation along Lake and Lucerne Avenues, and is located furthest away from adjacent properties. Phase 2 currently proposes ingress and egress off of the alleyways, which also minimizes conflict with pedestrian circulation along Lake and Lucerne Avenues. **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 application states that vehicular and pedestrian circulation will be coordinated with the existing pattern. Aside from the interior parking lot, no on-site circulation will exist, and therefore this criterion does not apply. **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: No on-site right-of-way is being proposed, therefore this criterion does not apply. **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: As stated earlier in this staff report, the parking area for Phase 1 is located at the interior of the site. The location of parking in this area results in the surrounding buildings screening the parking area from rights of way and a proposed fence will minimize impacts on adjacent properties. Phase 2 appears to propose parking in the rear of the sites, also screening the parking through the use of buildings fronting the major thoroughfares. **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 application states that the refuse will be accessed from North E Street to eliminate the need for garbage trucks to circulate through the parking lot. This location is far from adjacent property lines, and is screened through the use of opaque fences/gates and landscaping. Phase 2 refuse areas will be reviewed by staff for consistency and compliance with the city's LDRs. **Meets Criterion.**

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

Staff Analysis: The application states that the development will have a positive impact on the property values of adjoining properties and the surrounding area. The project sites currently exist as vacant lots. The project will provide residential and live/work units downtown which will increase the number of available customers for local businesses, and increase the diversity of housing options within the city. This increase of customers can increase the desirability of downtown properties, which has the potential to increase property values. **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 application states that this criterion is not applicable as the site is not located in a transitional area at the edge of a zoning district. However, the project was designed to be complementary to and harmonious with the surrounding area. The project is located within the middle of the Mixed-Use East zoning district. As such, this criterion does not apply. **Criterion Not Applicable.**

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: Phase 2 of the project, located immediately west of Phase 1, will be finalized at a later date. The project has been conditioned to require Phase 2 to receive administrative site plan approval prior to the issuance of a building permit. Overall, the project meets the intent of the Land Development Regulations and Comprehensive Plan. **Meets Criterion.**

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.

Staff Analysis: The design of the project reflects modern architectural styles generally associated with good taste and design. The units have balconies and large windows, and the pocket park provides an area of leisure for residents. The project currently provides a saturated color scheme that is atypical for Lake Worth Beach. The project has been conditioned to provide a less garish color palette more complementary to the aesthetic of Lake Worth Beach and South Florida. **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 project provides for a mix of materials that are neutral and generally compatible with the local environment. The applicant states that the project will be Florida Green Building Certified, and that the project will cause an appreciation in terms of 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 project uses a modern design aesthetic which is appropriate with other projects which have been approved in the surrounding area. **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 within this staff report. **Meets Criterion.**

Sustainable Bonus Incentive Program:

The City of Lake Worth Sustainable Bonus Incentive Program (SBIP) is intended to implement Objective 1.2.3 of the City's Comprehensive Plan which states the City shall establish incentives to help support the creation of a compact, sustainable, community-oriented development by implementing a Sustainable Bonus Incentive Program. The Program offers the opportunity to attain an option for increased height and/or FAR in exchange for the incorporation of sustainable design features, community-based improvements and overall design excellence as part of a development proposal.

As mentioned, the proposed development complies with the City's LDRs and Comprehensive Plan. The base density in the MU-E zoning district is currently a maximum of 30 dwelling units per acre. Per Policy 1.2.3.4 of the City's Comprehensive Plan, a mixed use urban planned development may obtain a 25% bonus on density, intensity (FAR), and height over the base line as outlined in Table 1 of the Comprehensive Plan. Therefore, the maximum allowed density for this project is 37.5 dwelling units per acre which equates to 41.25 total units and the maximum allowed height is 56.25' with bonus. The subject application is for 41 total units and 48.67' in height.

Based on the calculation of the additional height and density proposed as part of the SBIP with a Planned Development, the Applicant is asking for a total bonus height of 18.67 ft, two bonus stories, and 8 additional units. The total square footage of bonus area under Sustainable Bonus is 14,396 square feet (two stories in Building 1, one story in Building 2, and one story in Building 3), which results in a value of required improvements for the Sustainable Bonus allowance of \$71,980 (\$5 per square foot). In addition, a Planned Development utilizing the Sustainable Bonus Program is allowed a 25% increase in height and density. Eight (8) units, for a total of 41 units, are proposed above the calculated base density of 33 units, and an additional 3.66 feet are proposed above the maximum building height (45ft) for a total height of 48.67 ft. The total square footage of bonus height and density under Planned Development is 5,248, and results in a value of required improvements for the Planned Development allowance of \$26,240 (\$10 per square foot, calculated as an additional \$5 per square foot on top of that portion of square footage already calculated under Sustainable Bonus above).

As such, the combined total value of required improvements to meet the requirements of the Sustainable Bonus and Planned Development is \$98,220. Below is the Applicant's schedule of improvements to meet and exceed the requirements of the Sustainable Bonus and Planned Development.

Improvement Detail (type of amenity)	Valuation Amount	Calculation Details
Florida Green Building Certification	\$49,110	50% of \$98,220
Courtyard Garden/Pocket Park (Building Amenity)	\$40,000	Includes sod, large trees, pavers, plants, pergola, benches, and tables.
Building 2 West Façade Mural (Public Art/Character and Aesthetic Excellence)	\$20,000	
Bike Racks (Bicycle Mobility Systems)	\$5,000	
Total Value of Improvements/Design Excellence Required: \$98,220	Total Value of Improvements/Design Excellence Provided: \$114,110	

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?

Staff Analysis: The development proposal is consistent with the increase in height and density requested. The Applicant is asking for a total bonus height of two stories or 18.67 feet, which includes the additional 15 feet requested as part of the SBIP and 3.67 feet granted under the Planned Development program. The total square footage of bonus area is 14,396 square feet. Therefore, the total value of required improvements is \$98,220 (\$5 per square foot for bonus height of 14,396 square feet, and \$10 (\$5 extra on top of \$5 already applied) for bonus density of eight units. The Applicant will be providing community-based improvements and design excellence equivalent to \$114,110, which exceeds the requirements of the Sustainable Bonus and Planned Development program. **Meets Criterion.**

(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?

Staff Analysis: The proposed on-site features and improvements provide enhancements that exceed the base requirements of the LDRs. The project will have Florida Green Building certification, a courtyard garden/pocket park, public art, and bicycle racks. **Meets Criterion.**

(c) Do the proposed off-site improvements meet the priorities of the City for community sustainability?

Staff Analysis: The project is not including off-site improvements toward the SBIP credit. **Meets Criterion**

(d) Do the proposed features, improvements or fees-in-lieu meet the intent of the SBIP?

Staff Analysis: As identified by the criteria above, the proposed features and improvements incorporated into the development proposal are beyond the base requirements of the LDRs, providing additional building amenities and an increase in character and aesthetic improvement beyond what is required by the LDRs. Thus, the proposed development meets the intent of the SBIP. **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 construct a mixed-use master plan consisting of 36 multi-family units and five townhouse units, 10 of which are live/work units. Conditional uses are required to be reviewed against the criteria in Section 23.2-29(d) and Section 23.2-29(e). The required analysis is provided below.

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 base zoning designation of MU-E and is surrounded by MU-E zoned property to the north, east, south, and west. Based on the intent of the MU-E zoning district, uses most likely to occur in this district are

office, commercial, hotel/motel, and medium-density multiple-family residential development. The subject proposal is consistent with the types of uses anticipated to occur within the MU-E district. Therefore, the proposed mixed-use 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 (across Lucerne Ave)	MU-E	MU-E	Mixture of multi-family residences (Urban Arts Lofts), commercial, and vacant property
South (adjacent and across Lake Ave)	MU-E	MU-E	Mixture of single-family residences, multi-family residences, and commercial, property
East (adjacent and across South D St)	MU-E	MU-E	Mixture of single-family residences, multi-family residences, and commercial, property
West (adjacent and across South E St)	MU-E	MU-E	Mixture of single-family residences, multi-family residences, and commercial, property

Per the Palm Beach County Property Appraiser, the subject site is surrounded by a mixture of single-family residences, multi-family residences, commercial, and vacant property. The mixed-use development is in harmony with the existing mixture of uses in the immediate area. **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 provide urban infill development that is consistent with the intent of the MU-E zoning district and future land use category. As such, the proposal is not anticipated to result in less public benefit than other permitted or conditional uses. **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: The proposed mixed use urban planned development is utilizing the City's SBIP and mixed-use planned development bonuses. These programs are intended to promote a compact, urban development that facilitates a live, work, play environment. The project is consistent with the goals, objectives, and policies of the City of Lake Worth Beach's Comprehensive Plan and will not result in a more intensive development than what the 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 Palm Beach County's 8th Edition Trip Generation Table, the construction of 36 mid-rise apartments and five townhomes is anticipated to generate approximately 17 peak PM trips. While staff finds that the

proposed conditional use will not generate traffic volumes that will result in adverse impacts, a Traffic Performance Standards (TPS) Letter from the Palm Beach County Traffic Division is required prior to the issuance of a building permit to ensure that the proposed development meets the TPS of Palm Beach County. **Meets Criterion.**

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

Staff Analysis: The MU-E zoning district allows for a variety of multi-family, commercial, and office uses that have the potential to produce an equal or greater amount of through traffic than the proposed use. Therefore, the traffic generated from the proposed mixed-use development will not be significantly greater than that of adjacent uses and other anticipated uses in this area. **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: The mixed-use project is not anticipated to produce significant air pollution emissions that are greater than that of a development permitted by right. The proposed use of townhomes and the nonresidential space associated with the 10 live/work units do not pose a pollution hazard to the nearby properties. **Meets Criterion.**

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

Staff Analysis: The project is not anticipated to cause a higher net public cost or earlier incursion of public cost than what would result from a development permitted by right. **Meets Criterion.**

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

Staff Analysis: The multi-family apartments and townhomes will be utilizing the 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 application proposes a security gate that will restrict access to the buildings. Additionally, the application states that the project will be consistent with Crime Prevention Through Environmental Design Principles (CPTED) to reinforce the privacy and safety of the residents. **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

Based on the uses being proposed, the mixed-use project is anticipated to generate noise levels that are compliant with Section 15.24. **Meets Criterion.**

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

Staff Analysis: The proposed mixed-use project will not generate light or glare that would negatively impact the surrounding properties. Based on the photometric plan submitted, the proposed development complies with LDR Section 23.4-3, Exterior Lighting. **Meets Criterion.**

Section 23.4-13(3)(c)(11): Specific use criteria for townhomes

The Code requires all townhomes to comply with the specific use criteria for all townhomes outlined in Section 23.4-13(3)(c)(11). The required analysis for the five townhouse units in Phase 2 of the proposed mixed use urban planned development is detailed below:

1. Front setback shall be ten (10) feet, with an open porch permitted in a minimum of five (5) feet of setback.

Staff Analysis: The proposed townhomes are located 20 feet from the front property line along Lucerne Avenue and include a porch/patio area about 13 feet from the front property line. **Meets Criterion.**

2. Distance between townhouse structures shall be twenty (20) feet; however, distance between double-stacked townhouse structures shall be thirty (30) feet.

Staff Analysis: The application proposes one five-unit townhouse structure at 1401 Lucerne Avenue. Therefore, the distance requirement between townhouse structures is not applicable to this application. **Criterion Not Applicable.**

3. Rear setback shall be twenty (20) feet with ten (10) feet for accessory structures.

Staff Analysis: The proposed five-unit townhouse structure at 1401 Lucerne Avenue is set back approximately 43 feet from the rear property line. **Meets Criterion.**

4. Townhouse structures shall not exceed one hundred twenty (120) feet in overall length or six (6) units.

Staff Analysis: The proposed five-unit townhouse structure is approximately 125 linear feet and does not exceed six units. Staff recommends a waiver from this requirement as the townhouse structure is proposed to stand alone and the addition of 5 feet would not materially go against the intent of the regulation. **Meets Criterion.**

5. The maximum number of attached townhouse units within a townhouse building fronting on Federal Highway shall be four units, unless a planned development district is approved.

Staff Analysis: This criterion is not applicable as the proposed project does not front Federal Highway. **Criterion Not Applicable.**

6. No front door access from alleys when abutting single family residential use or district.

Staff Analysis: The subject property proposing the five townhouse units, 1401 Lucerne Avenue, does not abut single family residential uses. Further, the site plan does not propose front door access from the alleyway. **Meets Criterion.**

7. For all stories above the second story, both the front façade and rear façade must be setback an additional distance beyond the minimum, except three-story townhouses not higher than thirty-five (35) feet shall meet the minimum front and rear setback requirements.

Staff Analysis: The proposed townhouse structure is not currently proposed to exceed two stories. Therefore, this criterion does not apply. **Criterion not applicable.**

Public Support/Opposition:

Staff has not received any letters of support or opposition.

CONCLUSION:

The proposed request for a Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Program Incentive 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:

Planning:

1. Phase 1 & 2 Conditions:
 - a. Prior to the issuance of a building permit for Phase 1, provide a TPS Letter from the Palm Beach County Traffic Division. The TPS letter may be for only Phase 1 or both Phase 1 & 2. Should the TPS Letter only be for Phase 1, a second TPS letter shall be applied for prior to Site Plan approval for Phase 2, and said letter shall be submitted prior to the issuance of a building permit.
 - b. Prior to the issuance of a building permit, designate 3 parking spaces as electric vehicle parking and outfit each parking space with electric vehicle charging equipment as outlined in LDR Section 23.4-10.
 - c. Exterior lighting shall be shielded and in conformance with the Major Thoroughfare Design Guidelines. Exterior LED lighting shall have a warm color temperature (<3000K).
 - d. Prior to the issuance of a building permit, a color scheme more characteristic with the aesthetic of Lake Worth Beach shall be approved by the Development Review Official.
 - e. Prior to the issuance of a certificate of occupancy, all fences shall comply with Section 23.4-4.
2. Phase 1 Conditions:
 - a. Prior to the issuance of a building permit, push back the north wall of Building 2 so that it lies 5' south of the existing gravity sewer running east/west through the site.
 - b. Prior to the issuance of a building permit, screen the recycling area from all rights-of-way.
 - c. Prior to the issuance of a building permit, submit a signage plan that provides consistent signage theme, sizing and materials.
3. Phase 2 Conditions:
 - a. Phase 2 shall obtain final site plan approval through a Site Plan amendment process to be approved administratively by staff or by the Planning & Zoning Board as applicable.
 - b. Phase 2 shall be restricted to 11 units total. Should additional units be sought through the city's Transfer of Development Rights program, the site plan shall be amended through a Major Site Plan amendment process.
 - c. Aside from waivers granted through the Planned Development, Phase 2 shall be designed in accordance and comply with Chapter 23 of the city's Land Development Regulations.

- d. Prior to the issuance of a building permit, submit a signage plan that provides consistent signage theme, sizing and materials.

Public Works:

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual
2. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a “Right of Way/Utility Permit” application
3. Prior to the issuance of a building permit, the following 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.
 - b. the applicant shall contact the South Florida Water Management District’s (SFWMD) Engineering Department and obtain any required permit(s), if necessary,
 - c. the applicant shall submit an Erosion Control plan and indicate the BMP’s and NPDES compliance practices.
4. Prior to the issuance of a certificate of occupancy, the following shall be completed:
 - a. all conditions of approval shall have been satisfied under jurisdiction of the Department of Public Works,
 - b. the applicant shall construct new Type F curb/Valley gutter and a new 5-foot wide sidewalk along the east side of North E Street from the south property line to the north property line in compliance with the Public Works Department’s specifications and Policy and Procedure Manual,
 - c. the applicant shall construct a 1” mill and overlay for the entire lane on the east side of North E Street from Lake Ave to Lucerne Ave; current proposed design has a partial lane mill and overlay,
 - d. 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,
 - e. the applicant shall fine grade and sod all disturbed areas with bahia sod,
 - f. 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,
 - g. the applicant shall restore the right of way to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.

Utilities Water & Sewer:

1. Provide the Utilities Department unimpeded access to utilities within the easement.
2. Prior to the issuance of a building permit, the following shall be completed:
 - a. adjust and expand the east/west utility easement such that there is an easement that exists 4 feet north of the existing watermain (and encompasses the electric) and continues to 5 feet south of the existing gravity sewer.
 - b. the MEP shall verify the 2-inch service size for 24 residential units, and 1-inch service size for 16 residential units, is adequate to meet the demand.

Board Actions:

I MOVE TO RECOMMEND APPROVAL OF PZB PROJECT NUMBER 20-01000001 with staff recommended **conditions** for a Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Program Incentive to construct a two-phase multi-family development with live-work units generally known as “Village Flats” located 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 20-01000001 for a Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Program Incentive to construct a two-phase multi-family development with live-work units generally known as “Village Flats” located at the subject site. The project does not meet the applicable criteria for the following reasons [Board member please state reasons.]

Consequent Action:

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

ATTACHMENTS:

- A. Site Plan Package
- B. Supplemental Supporting Documents
- C. Waiver Requests

VILLAGE FLATS

Lake & Lucerne
Lake Worth Beach, FL 33460



SITE PLAN SUBMITTAL (07-31-20) SITE PLAN RE-SUBMITTAL (09-21-20)



Architecture + Interior Design
Keith M. Spina # AR13419
285 BANYAN BLVD
WEST PALM BEACH, FLORIDA 33401
ph: 561.684.6844 • spinaorourke.com
FL Lic. # AA26002399



THOMAS ENGINEERING
Civil Engineer and
Landscape Architecture

6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
954.202.7000



**PLACE PLANNING AND
DESIGN**
Land Planner

700 US HIGHWAY ONE, SUITE C
NORTH PALM BEACH, FL 33408
561.863.2722



PLANNING SOLUTIONS
Land Planner

981 DELRAY LAKES DRIVE
DELRAY BEACH, FL 33444
561.863.2722



INHABIT PROPERTY GROUP
Developer

2200 BUTTS ROAD, SUITE 300
BOCA RATON, FL 33431

285 Banyan Blvd
West Palm Beach Florida 33401
561.684.6844 • spinaorourke.com
FL Lic. # AA26002399

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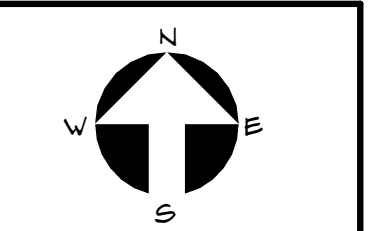
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Keith M. Spina # AR13419

SITE PLAN APPLICATION
VILLAGE FLATS
Lake & Lucerne
Lake Worth Beach, FL 33460

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Revisions:

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CVR.
SITE PLAN SUBMITTAL

COVER SHEET



SITE LOCATION PAGE



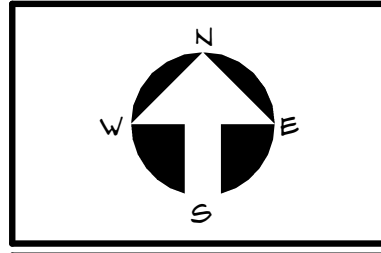
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Keith M. Spina # A013419

SITE PLAN APPLICATION
VILLAGE FLATS
 Lake & Lucerne
 Lake Worth Beach, FL 33460

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CSP-1.
 SITE PLAN SUBMITTAL

AERIAL LOCATION MAP



BUILDING 4
5 - TWO STORY TOWNHOUSES

PHASE 2

BUILDING 3
6 TOTAL UNITS

LUCERNE AVENUE

LAKE AVENUE

BUILDING 1
4 FLOORS
24 TOTAL UNITS

PHASE 1

BUILDING 2
3 FLOORS
6 TOTAL UNITS

North
Scale: 1" = 30' (at 24x36)

285 Banyan Blvd
West Palm Beach Florida 33401
561.684.6844 • spinaorourke.com
FL LIC # A20202399



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Keith M. Spina # A013419

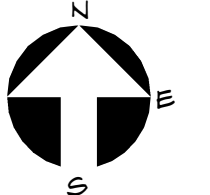
SITE PLAN APPLICATION
VILLAGE FLATS

Lake & Lucerne
Lake Worth Beach, FL 33460

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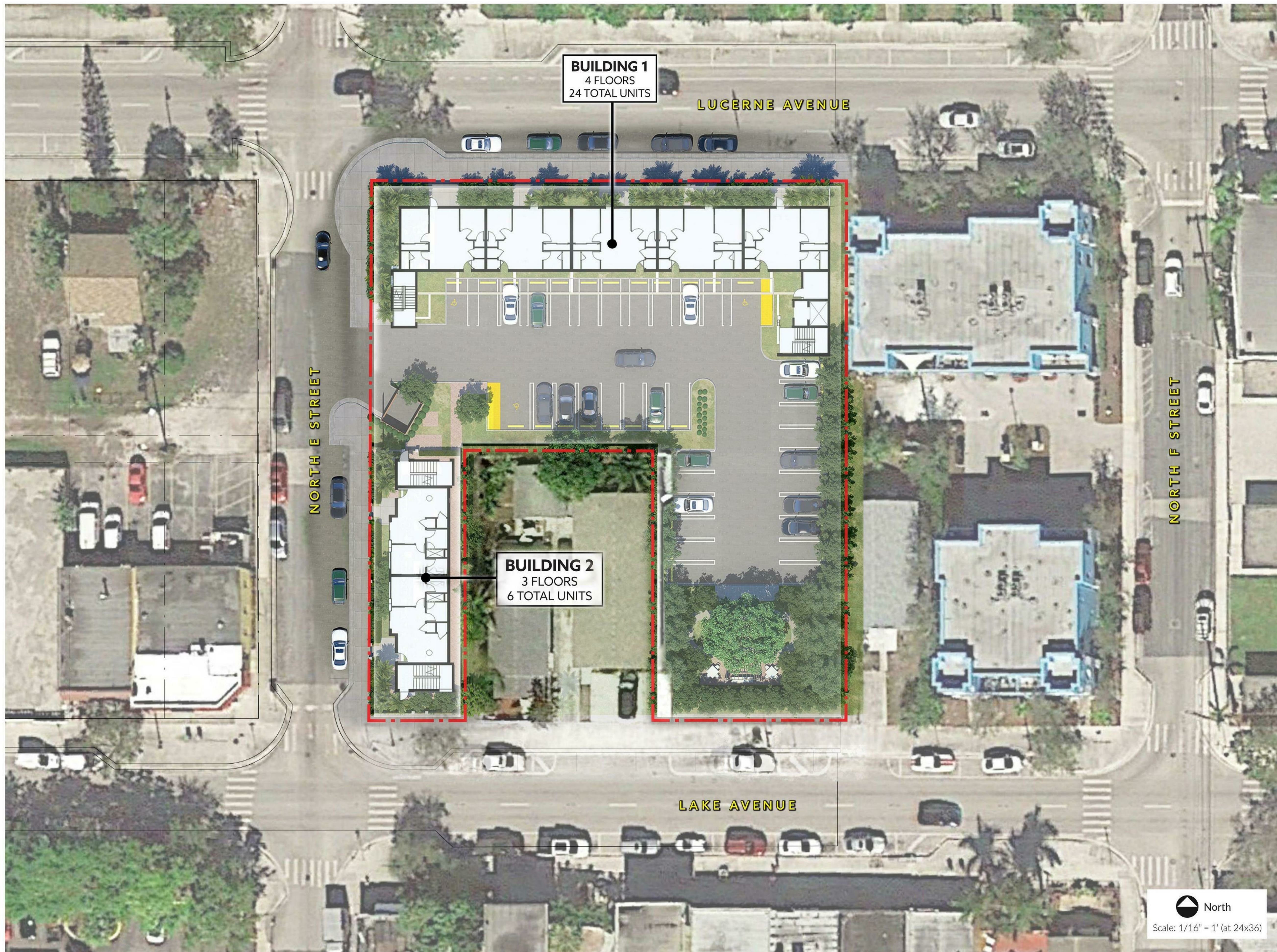
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CSP-2.

SITE PLAN SUBMITTAL

MASTER RENDERED SITE PLAN



BUILDING 1
4 FLOORS
24 TOTAL UNITS

BUILDING 2
3 FLOORS
6 TOTAL UNITS

LUCERNE AVENUE

NORTH E STREET

NORTH F STREET

LAKE AVENUE

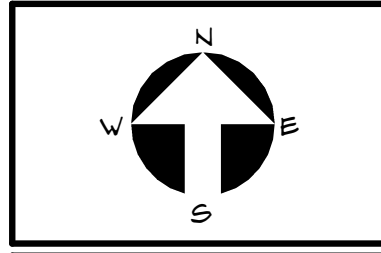
North
Scale: 1/16" = 1' (at 24x36)

SITE PLAN APPLICATION
VILLAGE FLATS
Lake & Lucerne
Lake Worth Beach, FL 33460

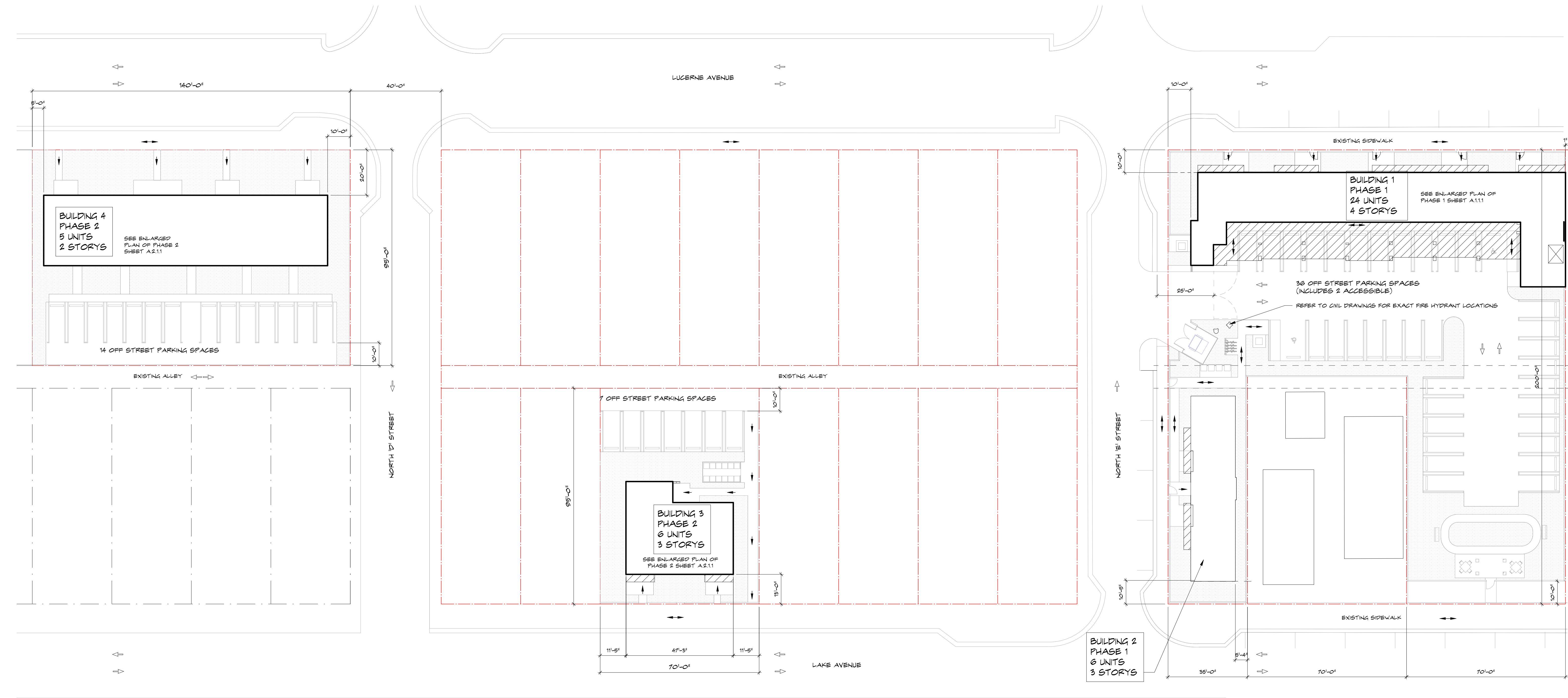
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CSP-3.
SITE PLAN SUBMITTAL



LEGEND

- OVERHANGS
- LANDSCAPE
- VEHICULAR CIRCULATION ARROWS
- PEDESTRIAN CIRCULATION ARROWS



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West Palm Beach Florida 33401
561.684.6844 • spinaorourke.com
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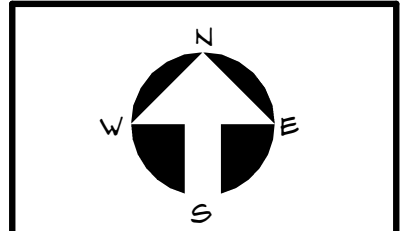
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Keith M. Spina # A013419

SITE PLAN APPLICATION
VILLAGE FLATS
Lake & Lucerne
Lake Worth Beach, FL 33460

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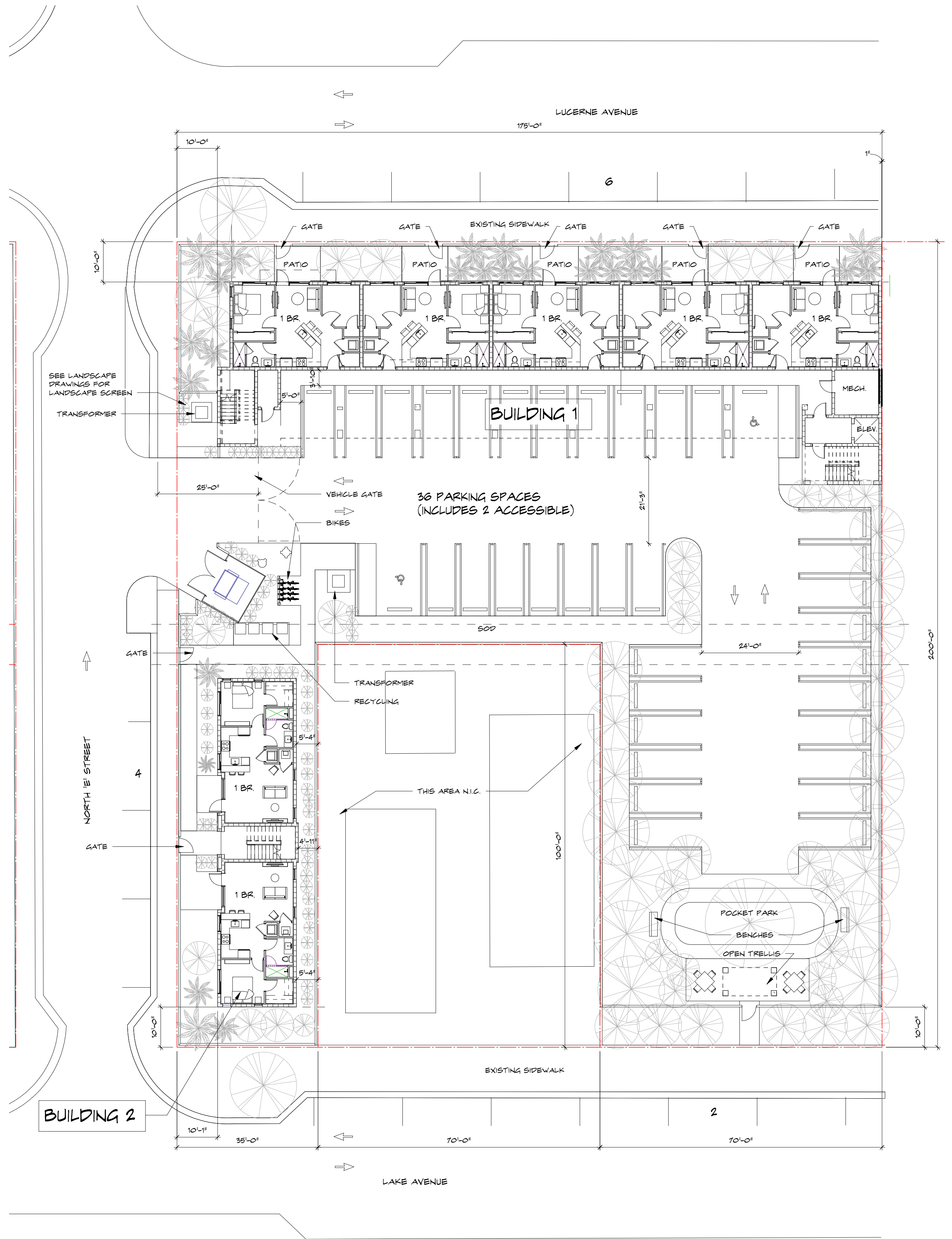
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AS-1.
SITE PLAN SUBMITTAL

1 OVERALL SITE / PHASING PLAN
AS-1 Scale: 3/64" = 1'-0"



1 GROUND FLOOR PLAN - PHASE 1
A1.1.1 Scale: 1/16" = 1'-0"

PROJECT DATA

VILLAGE FLATS' LAKE WORTH BEACH FLORIDA

PHASE 1 PROPERTY: SITE 1: LOTS 1207, 1209, 1211, 1213, 1215 & LUCERNE AVENUE, 1216, 1220 & 1230 LAKE AVENUE. 8 LOTS 100' X 35' EACH, 28,000 S.F.

PHASE 2 PROPERTY: SITE 2: LOTS 5, 6, 7 & 8 95' X 35' EACH (1401 LUCERNE) 13,300 S.F. SITE 3: LOTS 13 & 14 95' X 35' EACH (1310 LAKE) 6650 S.F.

TOTAL AREA: 28,000 S.F. + 19,950 S.F. = 47,950 = 1.10078 ACRES

CURRENT ZONING DESIGNATION: MU-E - MIXED USE EAST - LAKE & LUCERNE AVENUES

PROPOSED USE: MULTI-FAMILY RESIDENTIAL

SETBACKS:

FRONT (LAKE & LUCERNE): REQUIRED: 10' MINIMUM 22' MAXIMUM PROVIDED: 10'

REAR: REQUIRED: NA PROVIDED: N/A

SIDE: REQUIRED: 10' ON STREET AND 0 FT. ON INTERIOR LOT. PROVIDED: 10' ON STREET AND 0 FT. ON INTERIOR LOT.

(ADDITIONAL SETBACK ABOVE 3RD STORY NOT PROVIDED)

PROPOSED AREA OF STRUCTURES PHASE 1: 25,984 S.F.
PROPOSED AREA OF STRUCTURES PHASE 2: 12,802 S.F.

F.A.R.: ALLOWED: 140 FAR PROPOSED: 92 FAR (PHASE 1) 64 FAR (PHASE 2) 81 FAR (PHASE 1 & 2)

HEIGHT: ALLOWED: 30 FT. MAX. (45 FT. WITH INCREASE OF ADDITIONAL 15' PER SUSTAINABLE BONUS INCENTIVE.) PROVIDED: 45 FT. MAX.

DENSITY: ALLOWED: 30 DU/ACRE WITH INCREASE OF 25% = 412 UNITS PROVIDED IN PHASE 1: 30 DWELLING UNITS PROVIDED IN PHASE 2: 11 DWELLING UNITS

PARKING PHASE 1: REQUIRED: STUDIO & 1 BEDROOM: 15 REQUIRED / UNIT REQUIRED 2 BEDROOM: 1.75 SPACES/ UNIT REQUIRED TOTAL PHASE 1 REQUIRED: 47 SPACES

PROVIDED: 36 SPACES (ON SITE) + 12 PARALLEL ON STREET + 4 BIKES + 1 SPACE = 49 SPACES

TOTAL PHASE 1 PARKING: 49 SPACES

PARKING PHASE 2: REQUIRED: 24 SPACES PROVIDED: 29 SPACES

IMPERMEABLE SURFACE: PHASE 1: ALLOWED: 65% MAX. PROPOSED: 53.4% * PHASE 2: ALLOWED: 65% MAX. PROPOSED: 65% *PHASE 1 UTILIZES SEMI-PERVIOUS PAVERS W/ AREA CALCULATED AT 50%

LOT COVERAGE: PHASE 1: ALLOWED: 55% PROPOSED: 29% PHASE 2: ALLOWED: 55% PROPOSED: 28%

OPEN SPACE PROVIDED: PHASE 1: 9,432 S.F. PHASE 2: 10,160 S.F.

UNIT AREAS

BUILDING	PHASE	UNIT #	TYPE	MIN. AREA REQUIRED	AREA PROPOSED
BUILDING 1 - PHASE 1	1	1	1 BEDROOM	600 S.F.	715 - 723 G.S.F.
		2	2 BEDROOM	750 S.F.	982-1041 G.S.F.
		3	1 BEDROOM	600 S.F.	686 G.S.F.
BUILDING 2 - PHASE 1	4	1	1 BEDROOM	600 S.F.	710 G.S.F.
BUILDING 3 - PHASE 2	6	6	1 BEDROOM	600 S.F.	700 G.S.F.
BUILDING 4 - PHASE 2	5	5	3 BEDROOM	900 S.F.	1,550 G.S.F.

UNIT TABULATION

PHASE 1

BUILDING 1 (24 UNITS)
1ST FLOOR: (5) 1 BEDROOM UNITS: 4314 G.S.F.
2ND FLOOR: (5) 2 BEDROOM UNITS: 5819 G.S.F.
3RD FLOOR: (6) 1 BEDROOM UNITS + (1) 2 BEDROOM UNIT: 5819 G.S.F.
4TH FLOOR: (6) 1 BEDROOM UNITS + (1) 2 BEDROOM UNIT: 5819 G.S.F.

TOTAL AREA BUILDING 1: 21,168 G.S.F.

BUILDING 2 (6 UNITS)
1ST FLOOR: (2) 1 BEDROOM UNITS 1572 S.F.
2ND FLOOR: (2) 1 BEDROOM UNITS 1572 S.F.
3RD FLOOR: (2) 1 BEDROOM UNITS 1572 S.F.

TOTAL AREA BUILDING 2: 4716 S.F.

TOTAL AREA BUILDING 1 & 2: 25,884 S.F.

30 UNITS IN PHASE 1

PHASE 2

BUILDING 3 (6 UNITS)
1ST FLOOR: (2) 1 BEDROOM UNITS 1684 G.S.F.
2ND FLOOR: (2) 1 BEDROOM UNITS 1684 G.S.F.
3RD FLOOR: (2) 1 BEDROOM UNITS 1684 G.S.F.

TOTAL AREA BUILDING 3: 5052 G.S.F.

BUILDING 4 (5 UNITS)
(5) 2 STORY TOWNHOUSES: 1,550 G.S.F./ UNIT
TOTAL AREA BUILDING 4: 7,750 G.S.F.

TOTAL AREA BUILDING 3 & 4: 12,802 S.F.

11 UNITS IN PHASE 2

TOTAL AREA PHASE 1 & 2: 38,686 S.F.

TOTAL UNITS PHASE 1 & 2: 41



SITE PLAN APPLICATION
VILLAGE FLATS

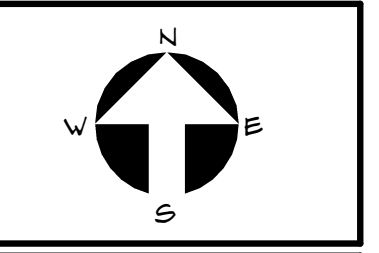
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Lake Worth Beach, FL 33460

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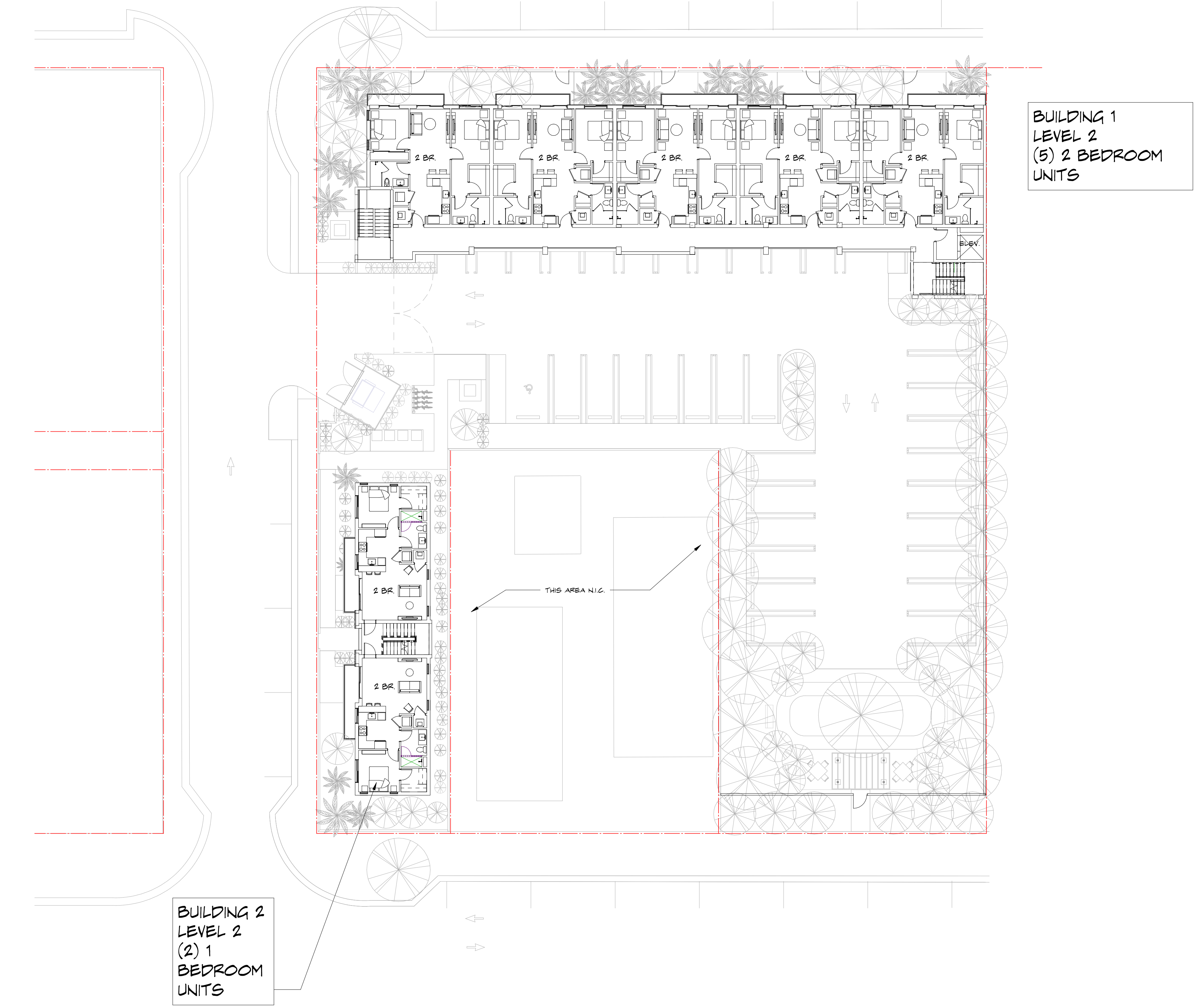
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A1.1.1.
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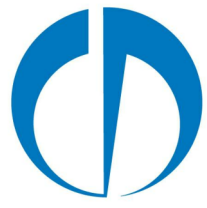


1 SECOND FLOOR PLAN - PHASE 1
 A1.1.2 Scale: 1/16" = 1'-0"

BUILDING 1
 LEVEL 2
 (5) 2 BEDROOM
 UNITS

BUILDING 2
 LEVEL 2
 (2) 1
 BEDROOM
 UNITS

THIS AREA N.I.C.



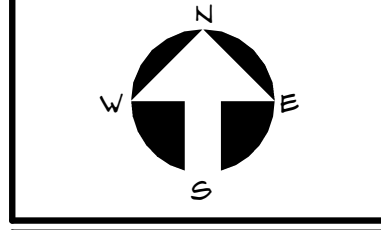
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VILLAGE FLATS

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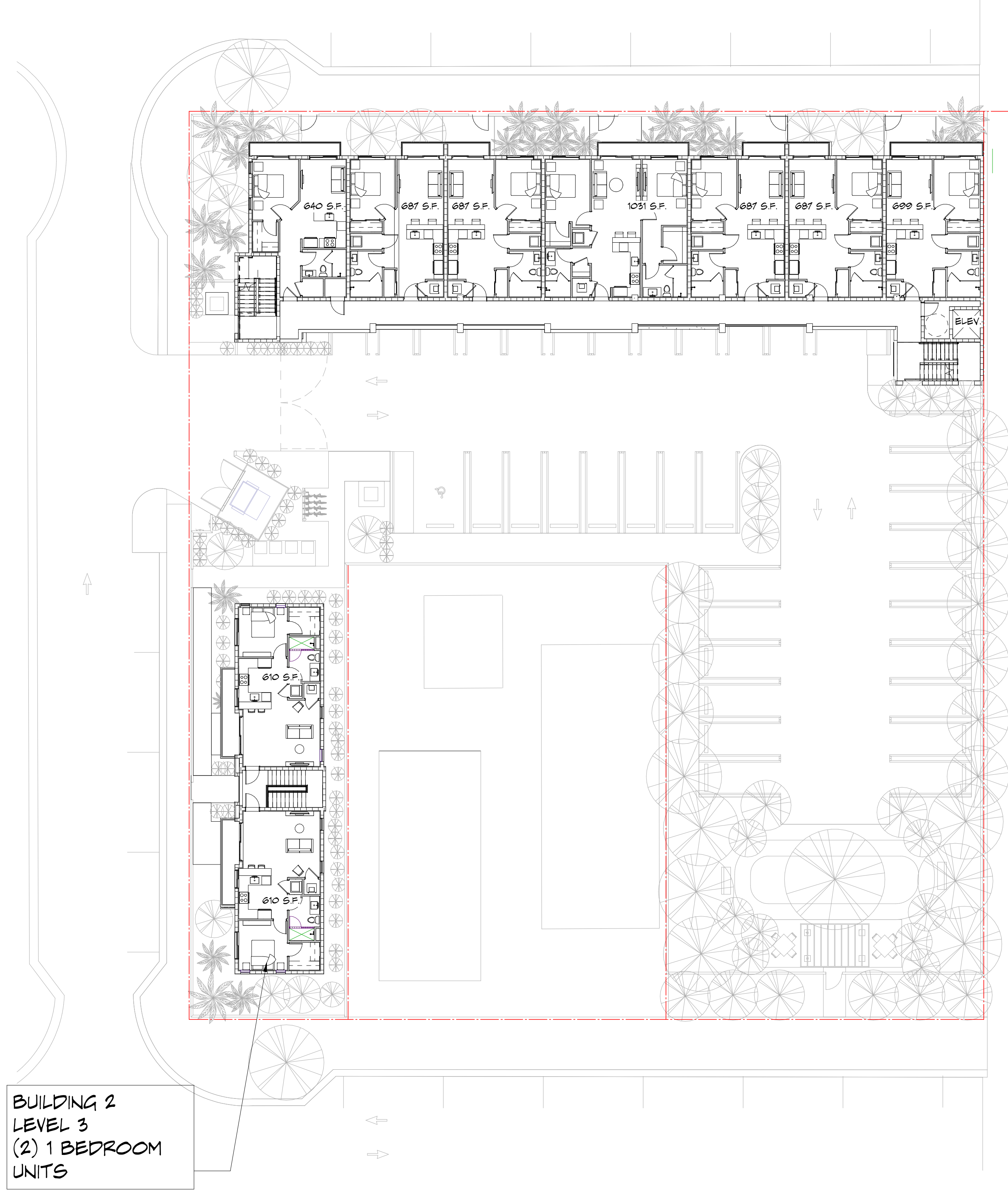
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A1.1.2.
 SITE PLAN SUBMITTAL



BUILDING 1
LEVEL 3
 (6) 1 BEDROOM UNITS
 (1) 2 BEDROOM UNIT

BUILDING 2
LEVEL 3
 (2) 1 BEDROOM UNITS

1 THIRD FLOOR PLAN - PHASE 1
 A1.1.3 Scale: 1/16" = 1'-0"



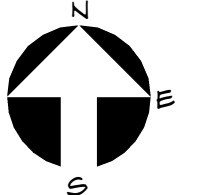
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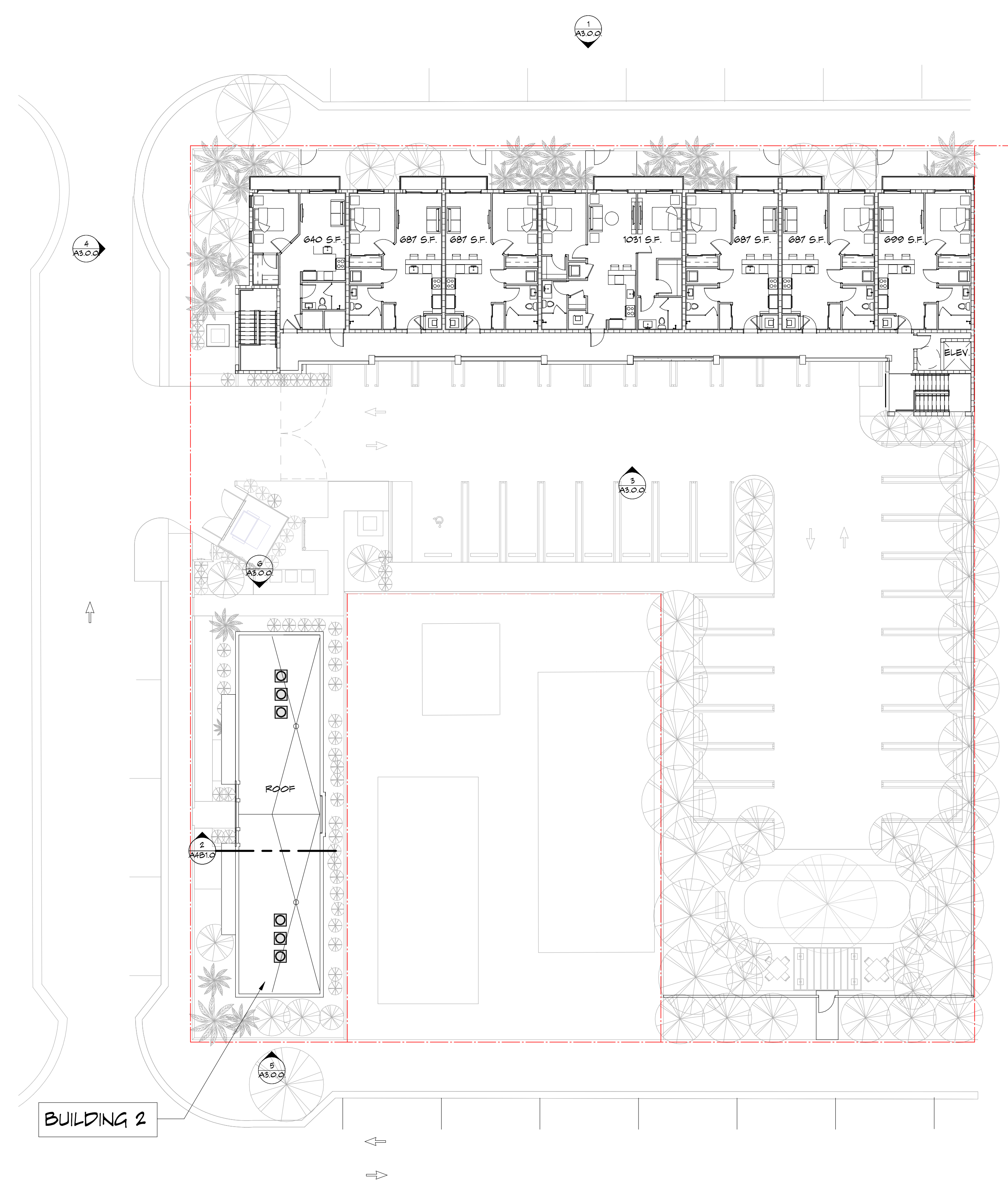
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THIRD FLOOR PLAN - PHASE 1

A1.1.3.

SITE PLAN SUBMITTAL



BUILDING 1
LEVEL 4
 (6) 1 BEDROOM UNITS
 (1) 2 BEDROOM UNIT

1 FOURTH FLOOR PLAN - PHASE 1
 A1.14 Scale: 1/16" = 1'-0"



SPINAOROURKE
 + PARTNERS
 Architecture • Interior Design
 Keith M. Spina # A013419

285 Banyan Blvd
 West Palm Beach, Florida 33401
 561.684.6844 • Fax: 561.684.6594
 spinaorourke.com
 FL LIC # A20202399

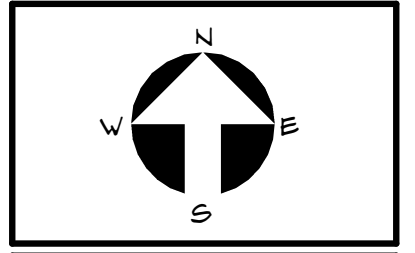
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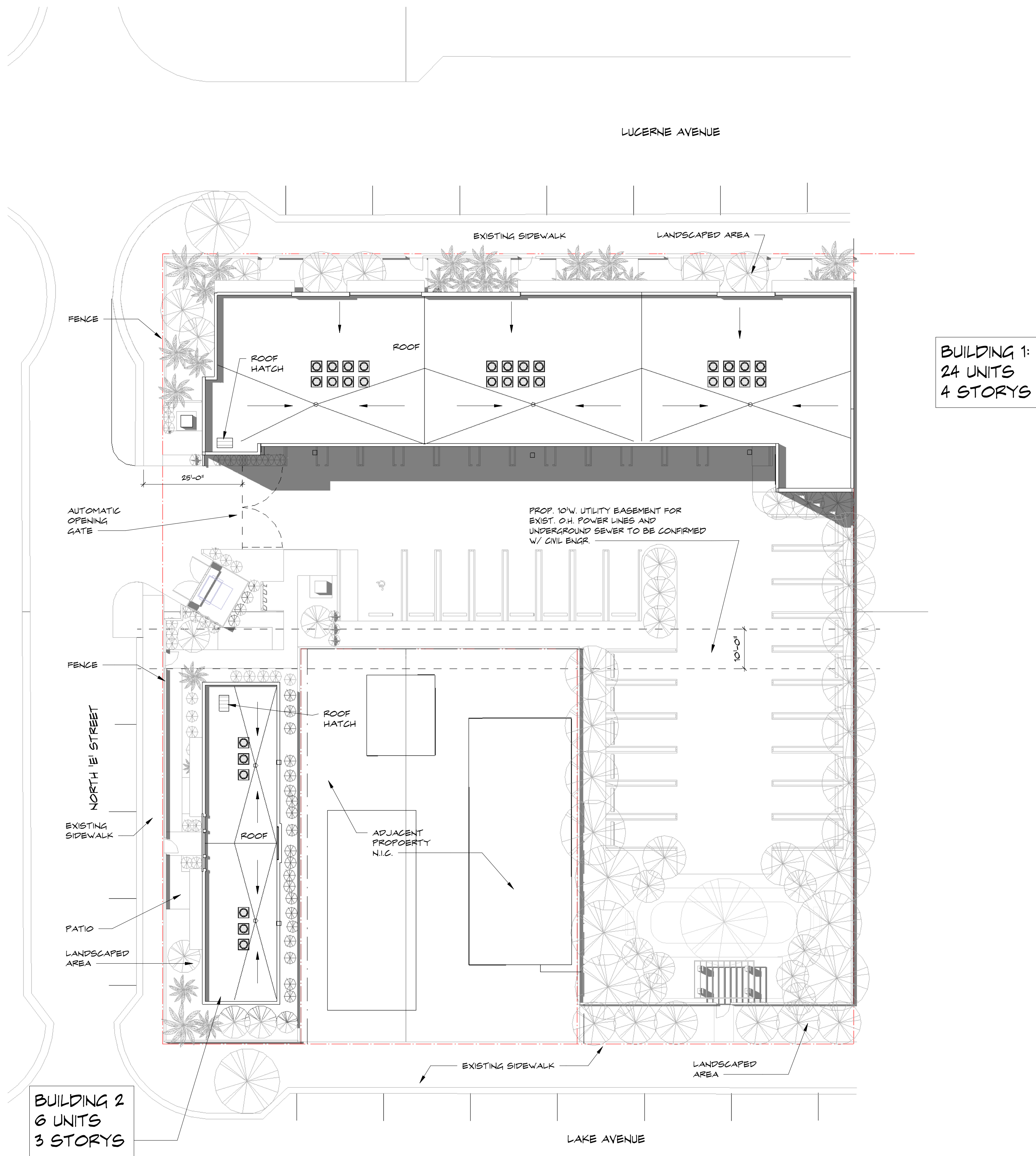
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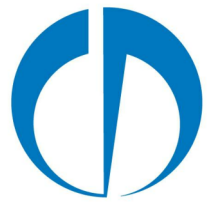
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A1.1.4.
 SITE PLAN SUBMITTAL



1 ROOF PLAN - PHASE 1
A1.1.5 Scale: 1/16" = 1'-0"



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Keith M. Spina # AAT19419

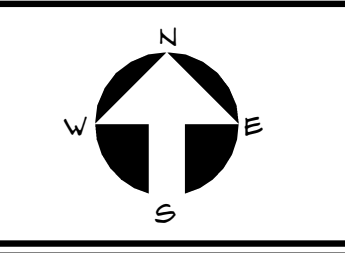
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VILLAGE FLATS**
Lake & Lucerne
Lake Worth Beach, FL 33460

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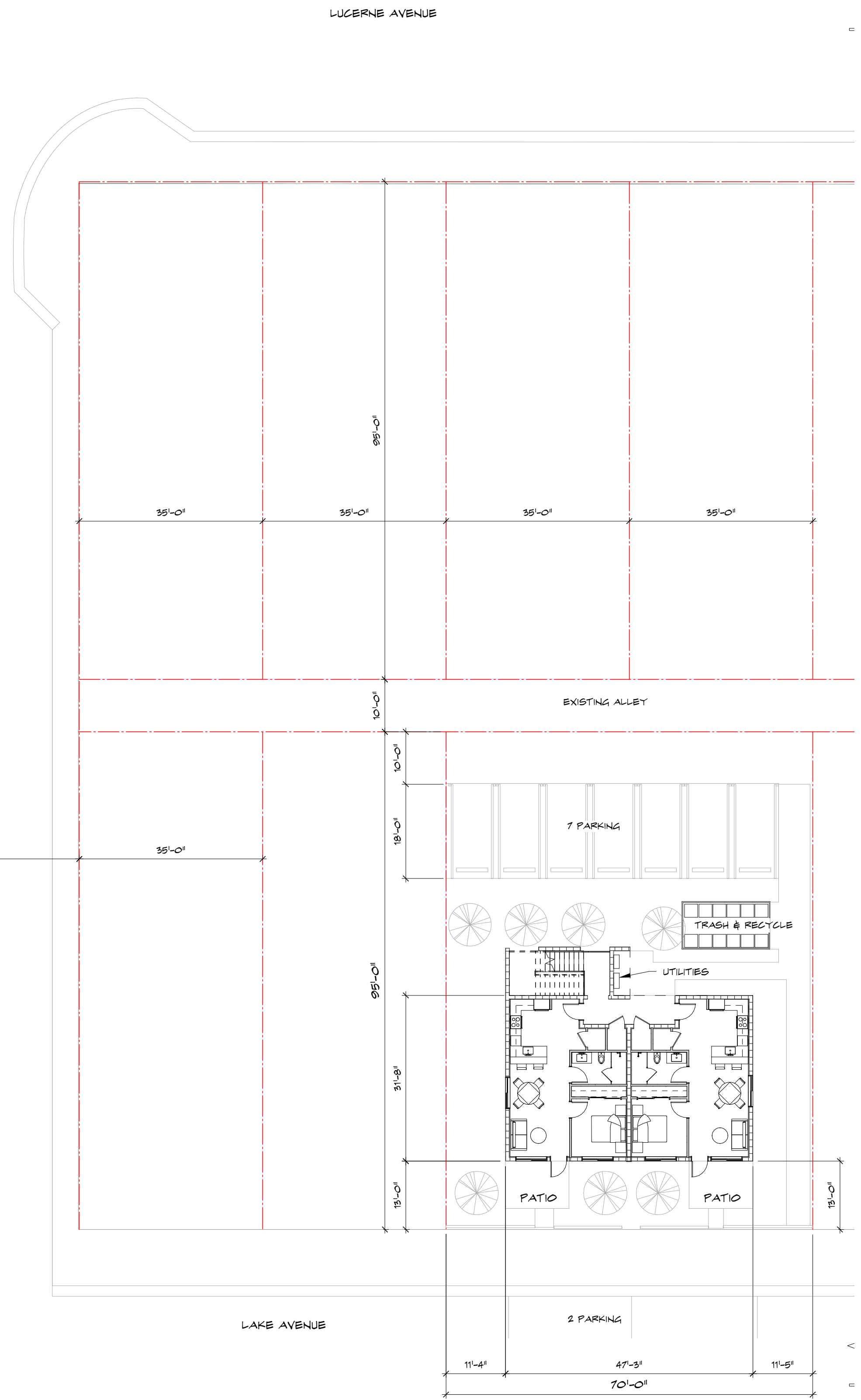
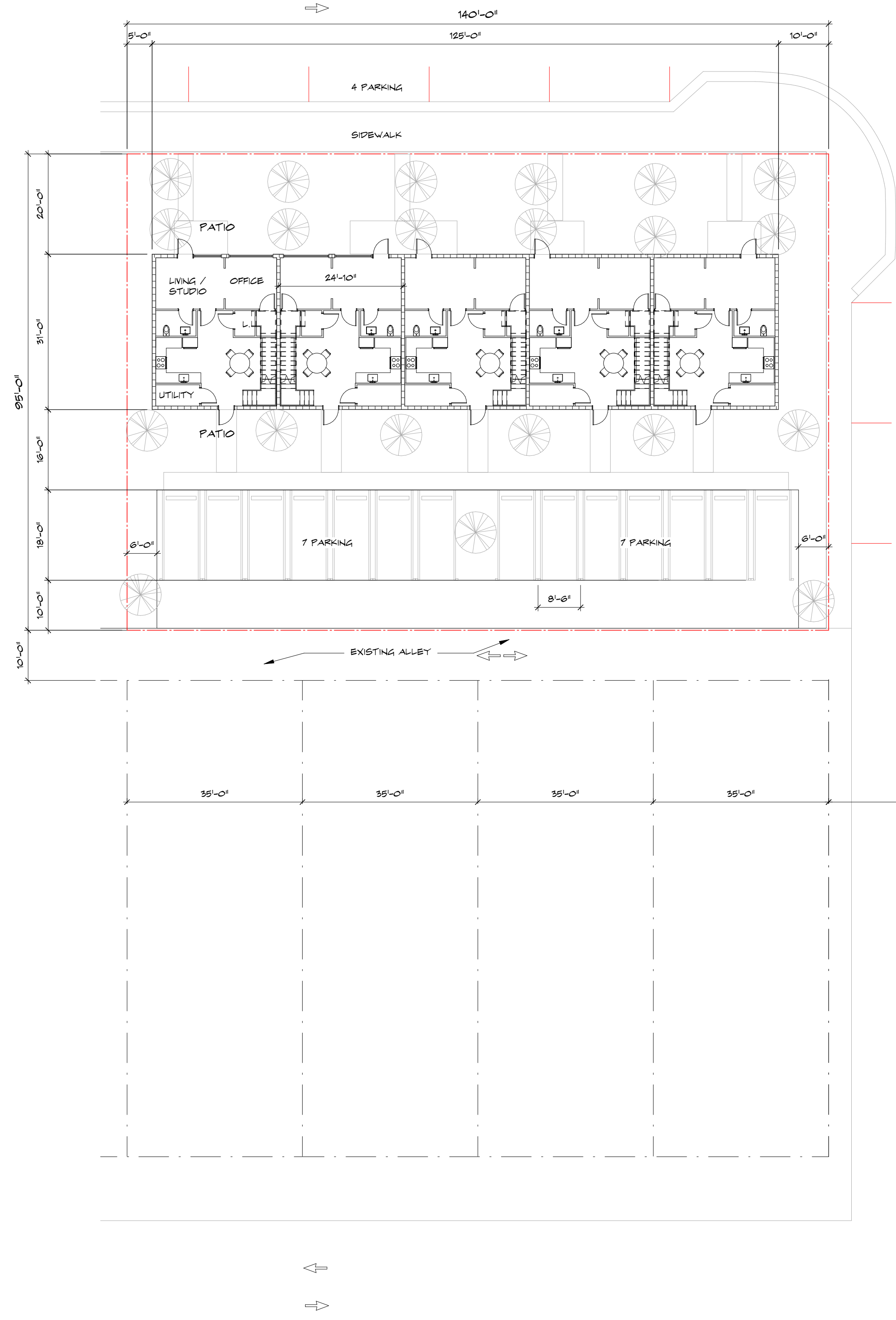
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A1.1.5.
SITE PLAN SUBMITTAL

ROOF PLAN PHASE 1

PHASE 2 - BUILDING 4
 5 UNITS
 2 STORIES
 3 BEDROOMS / UNIT
 1550 G.S.F. / UNIT
 14 PARKING SPACES OFF STREET
 6 PARKING SPACES PARALLEL ON STREET
 TOTAL PARKING: 20 SPACES
 GROUND FLOOR BUILDING COVERAGE: 3,875 SF
 TOTAL BUILDING AREA: 7,750 GSF



PHASE 2 - BUILDING 3
 (6) 1 BEDROOM UNITS
 3 STORIES
 700 G.S.F. / UNIT
 7 PARKING SPACES OFF STREET
 2 PARKING SPACES PARALLEL ON STREET
 TOTAL PARKING: 9 SPACES
 1684 GROUND FLOOR BUILDING COVERAGE
 5052 G.S.F. TOTAL INCLUDING NON-AC STAIR

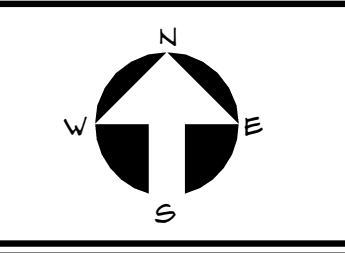
1 GROUND FLOOR PLAN - PHASE 2
 Scale: 1/16" = 1'-0"

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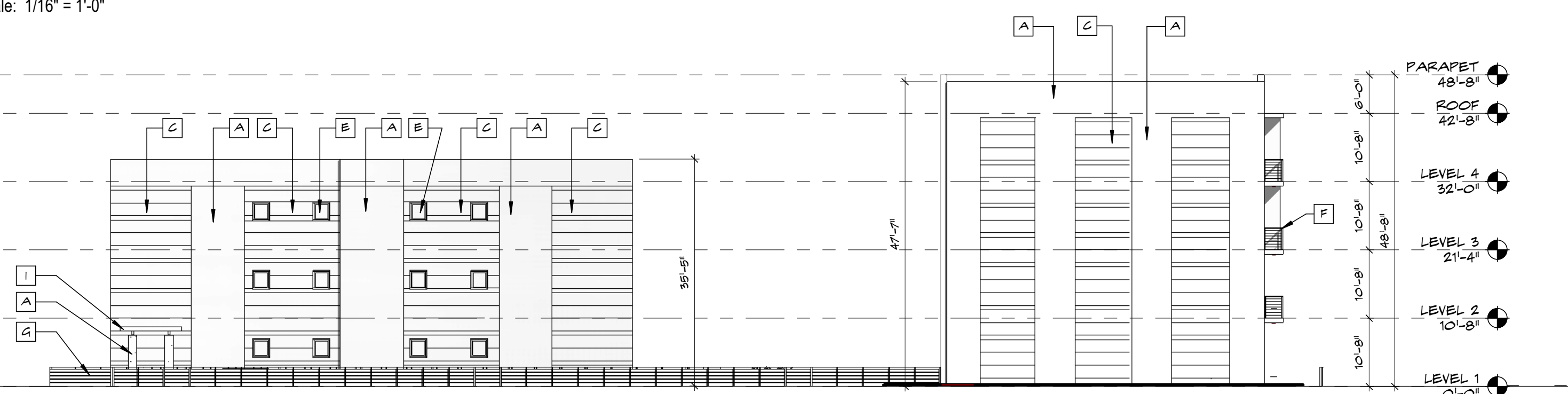
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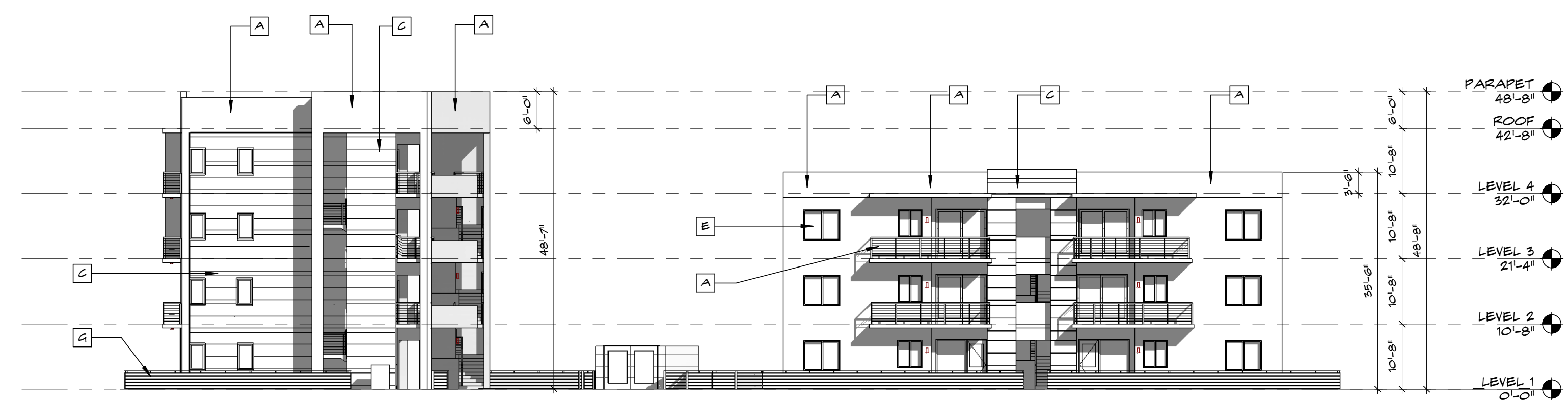
1 NORTH ELEVATION - BUILDING 1 LUCERNE AVENUE
Scale: 1/16" = 1'-0"



2 EAST ELEVATION - BUILDING 1 & 2
Scale: 1/16" = 1'-0"



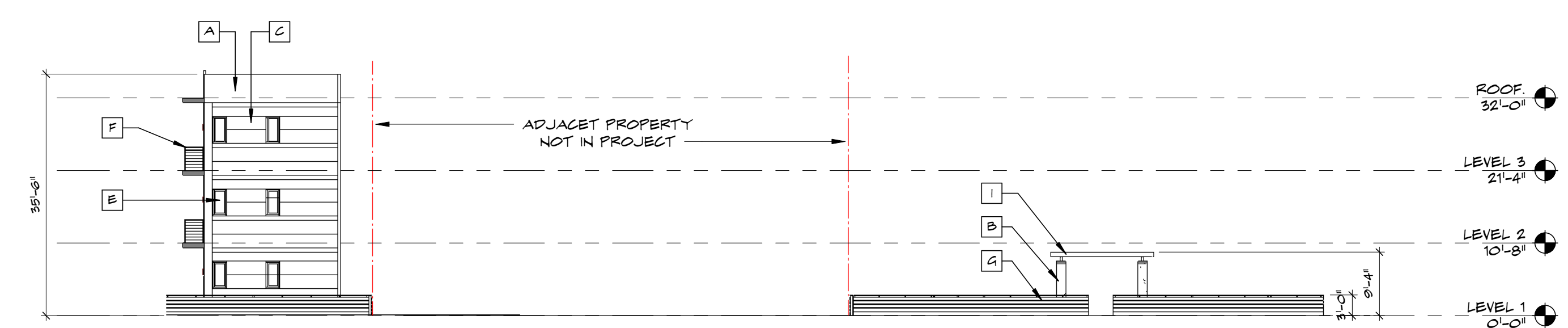
3 SOUTH ELEVATION - BUILDING 1
Scale: 1/16" = 1'-0"



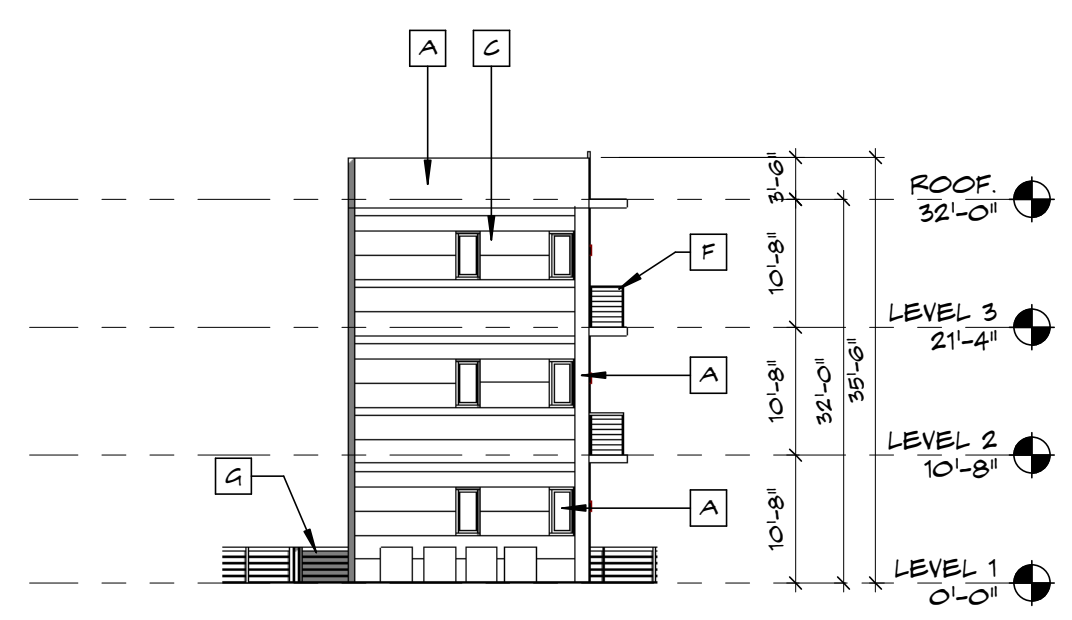
4 WEST ELEVATION - BUILDING A
Scale: 1/16" = 1'-0"

MATERIAL NOTES

- A FINISH: SMOOTH STUCCO, COLOR: HIGH REFLECTIVE WHITE SW7757
- B FINISH: SMOOTH STUCCO, COLOR: MOONLIT ORCHID SW 9153
- C FINISH: SMOOTH STUCCO WITH REVEAL PATTERN, COLOR: FLEUR DE SEL SW7655
- D FINISH: ANODIZED ALUM. COLOR: GRAY (DOOR/WINDOW FRAME)
- E FINISH: LAMINATED GLASS, LT GREY TINT
- F FINISH: ALUM. RAILINGS, COLOR: GRAY
- G FINISH: WOOD FENCE, COLOR: NATURAL WOOD - PRESSURE TREATED
- H FINISH: SMOOTH STUCCO, YELLOW COLOR
- I FINISH: ALUMINUM TRELLIS STRUCTURE PAINTED GREY



5 Z BUILDING B-SOUTH ELEVATION Copy 1
Scale: 1/16" = 1'-0"

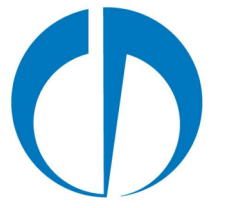


6 Z BUILDING B- NORTH ELEVATION Copy 1
Scale: 1/16" = 1'-0"

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Architecture • Interior Design
Keith M. Spina # AAT3419

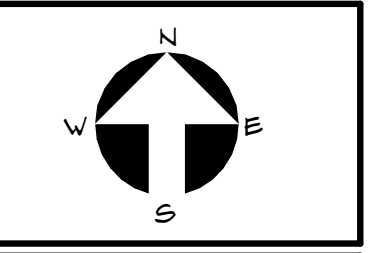
SITE PLAN APPLICATION
VILLAGE FLATS

Lake & Lucerne
Lake Worth Beach, FL 33460

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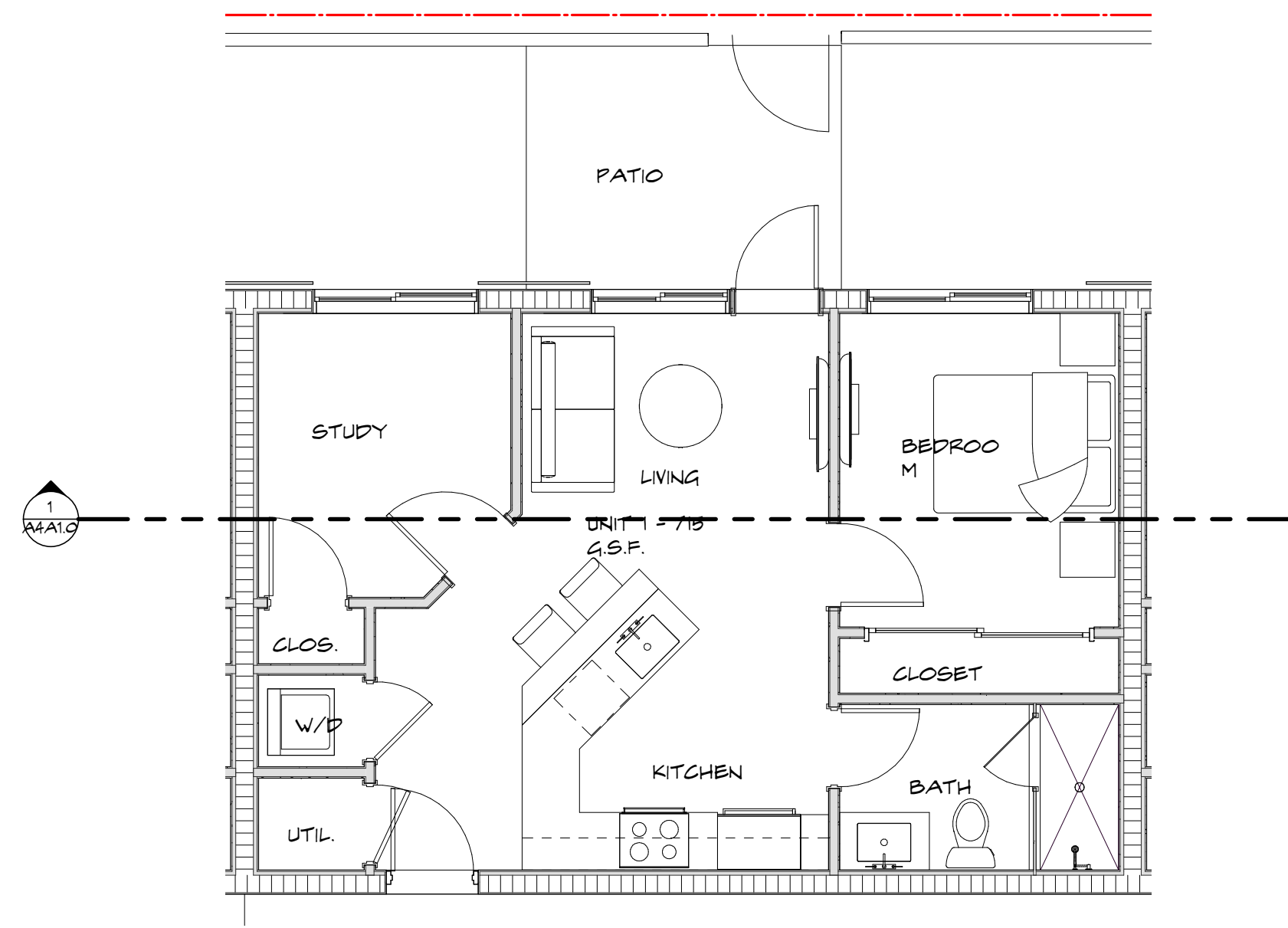
Revisions:

Project no: 19125
Date: (07-31-20)
Drawn by: Author
Project Manager: Checker

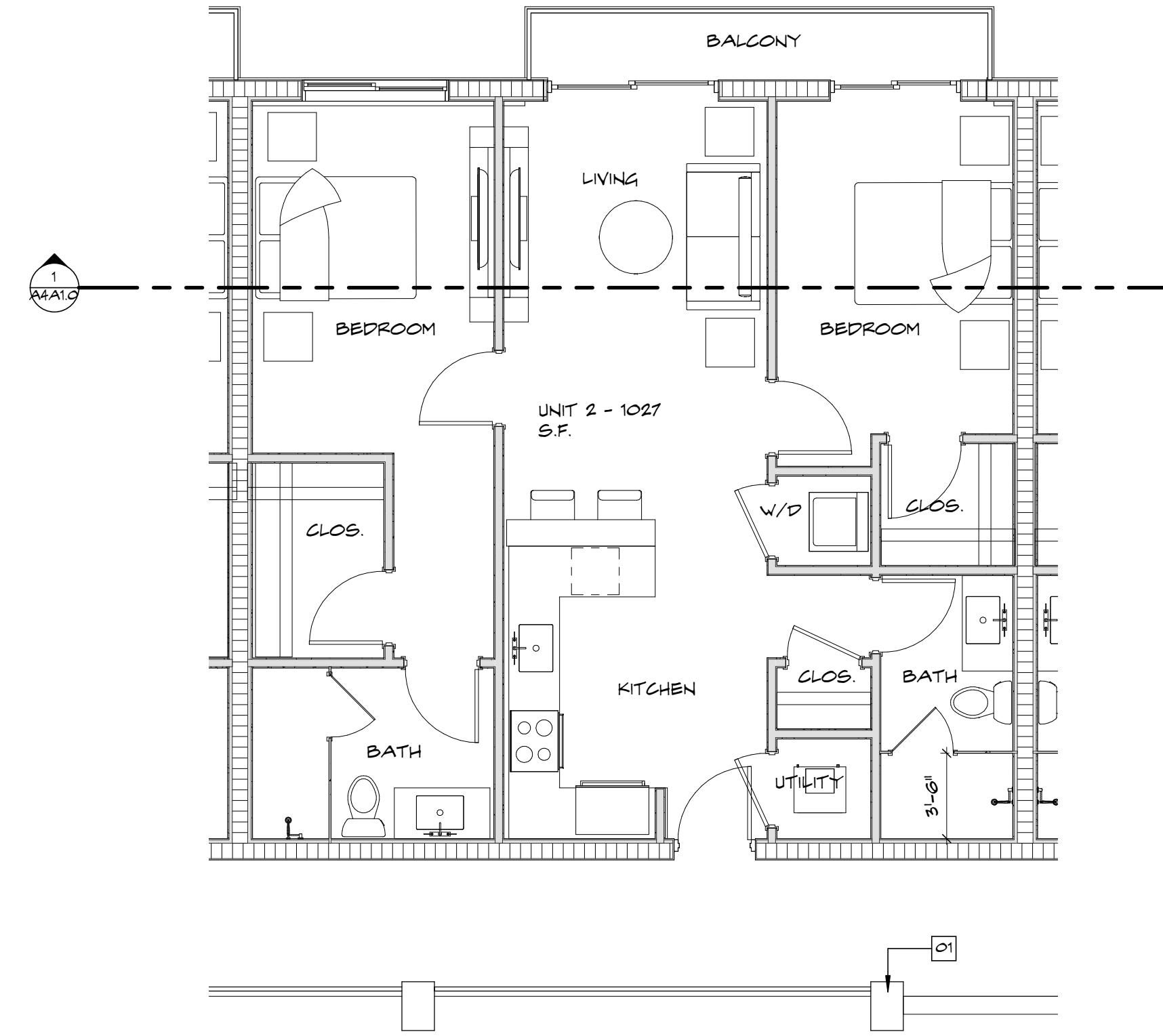


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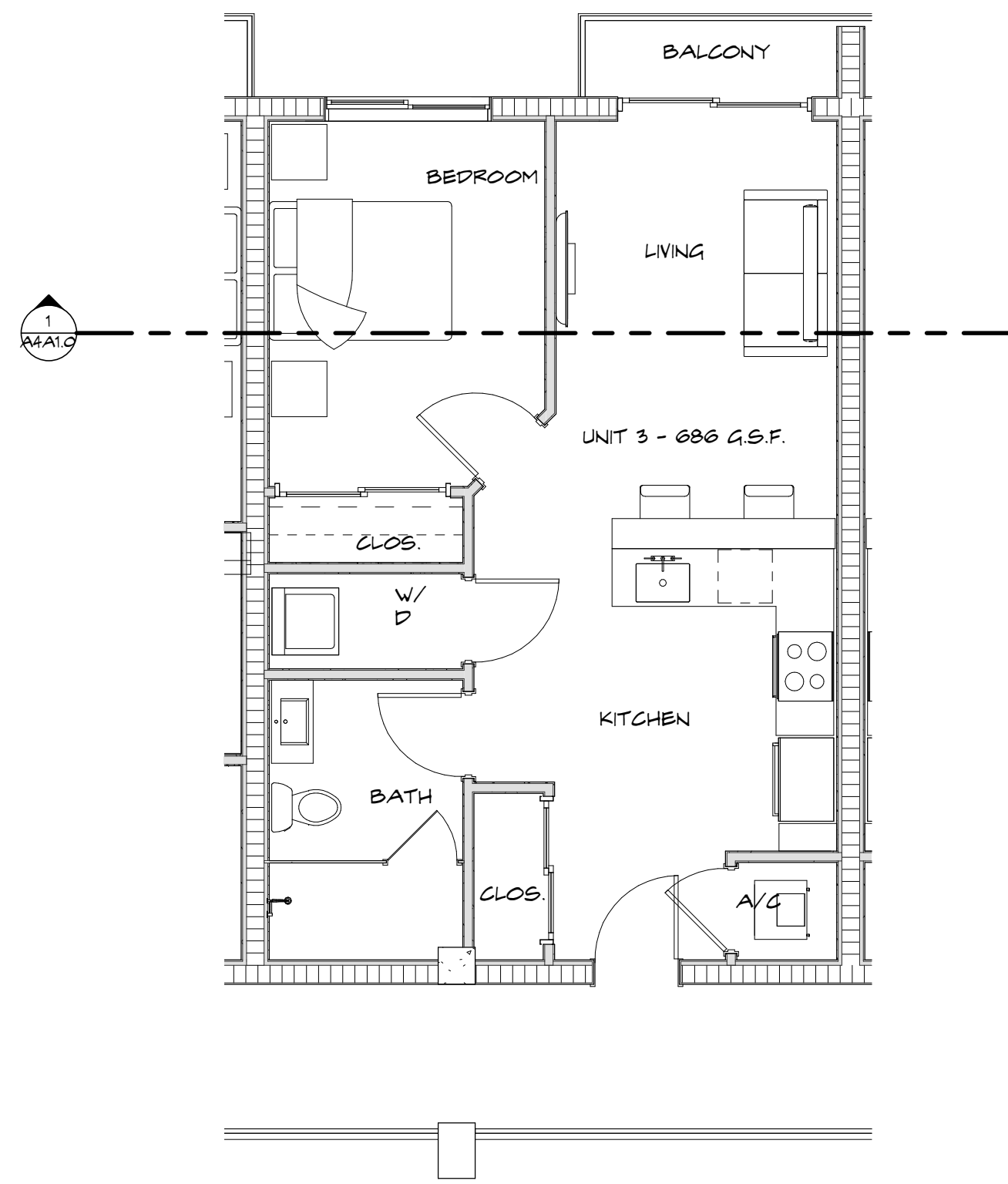
SITE PLAN SUBMITTAL



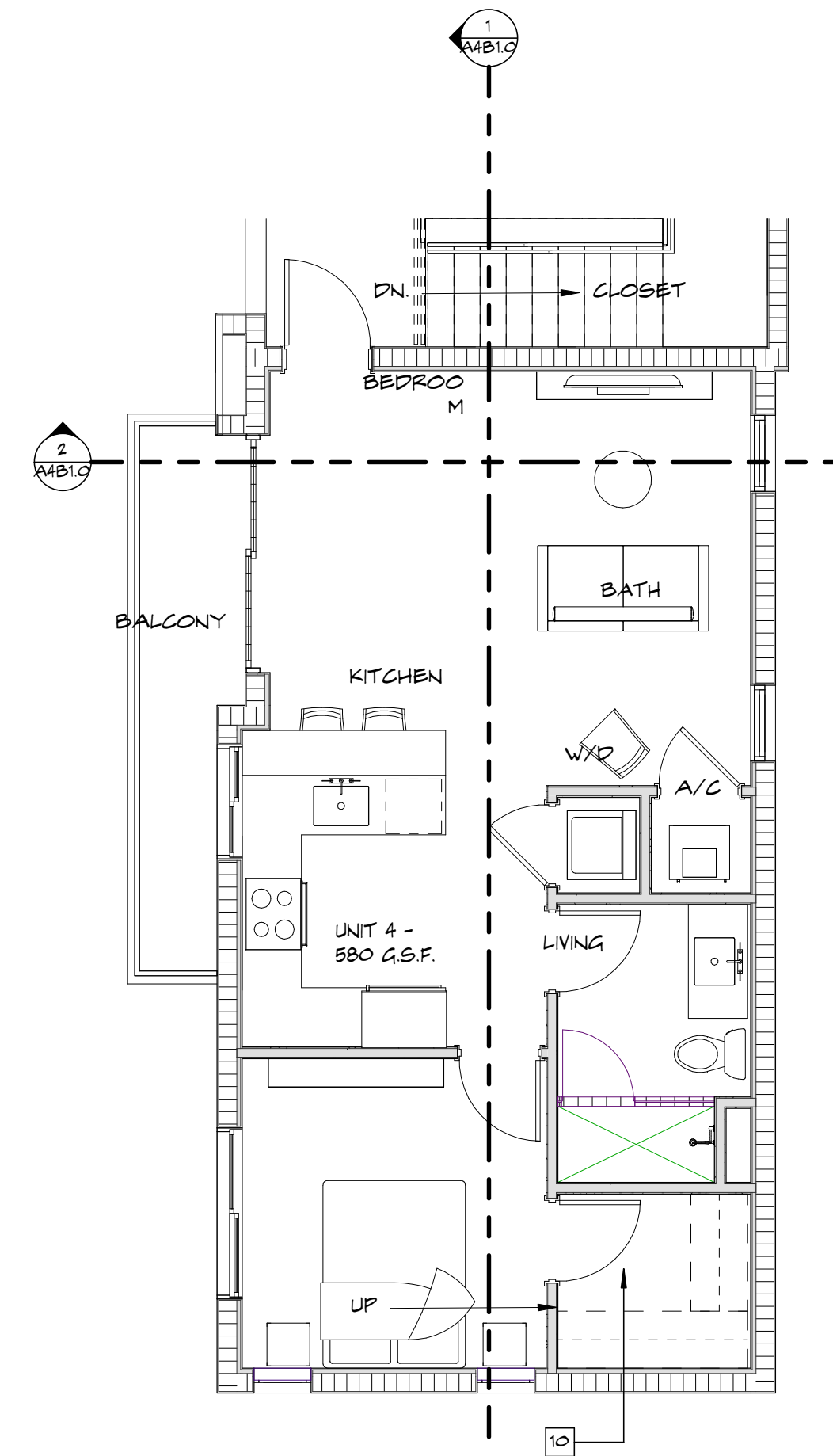
1 UNIT PLANS - UNIT 1 - BUILDING 1 - FIRST FLOOR
 AS0.1 Scale: 3/16" = 1'-0"



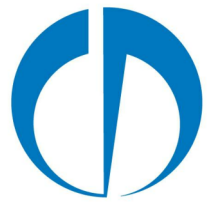
2 UNIT PLANS - UNIT 2 - SECOND FLOOR - BUILDING 1
 AS0.1 Scale: 3/16" = 1'-0"



3 UNIT PLANS - UNIT 3 - THIRD FLOOR - BUILDING 1
 AS0.1 Scale: 3/16" = 1'-0"



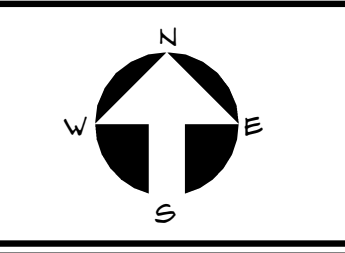
4 UNIT PLANS - UNIT 4 - BUILDING 2
 AS0.1 Scale: 3/16" = 1'-0"



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Revisions:

Project no: 19125
 Date: (07-31-20)
 Drawn by: Author
 Project Manager: Checker





VIEW LOOKING SOUTHEAST ON LUCERNE AVENUE

SITE PLAN APPLICATION
VILLAGE FLATS
Lake & Lucerne
Lake Worth Beach, FL 33460

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Revisions:

Project no: Project Number
Date: (07-31-20)
Drawn by: Author
Project Manager: Checker

R-1
SITE PLAN APPLICATION



VIEW LOOKING SOUTHEAST ON LUCERNE AVENUE

SITE PLAN APPLICATION
VILLAGE FLATS
Lake & Lucerne
Lake Worth Beach, FL 33460

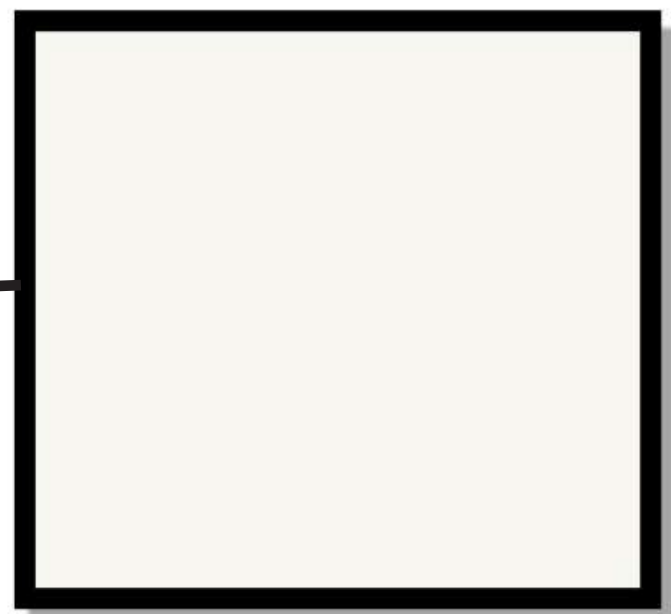
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Revisions:

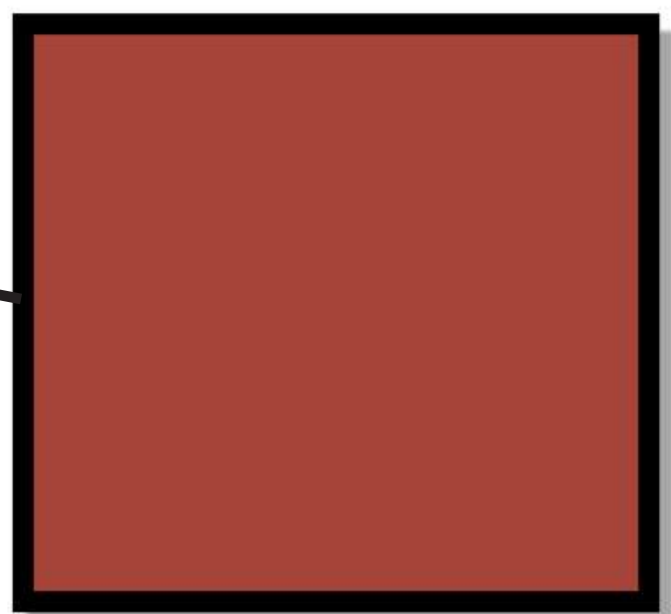
Project no: Project Number
Date: (07-31-20)
Drawn by: Author
Project Manager: Checker

RENDERING ALTERNATE

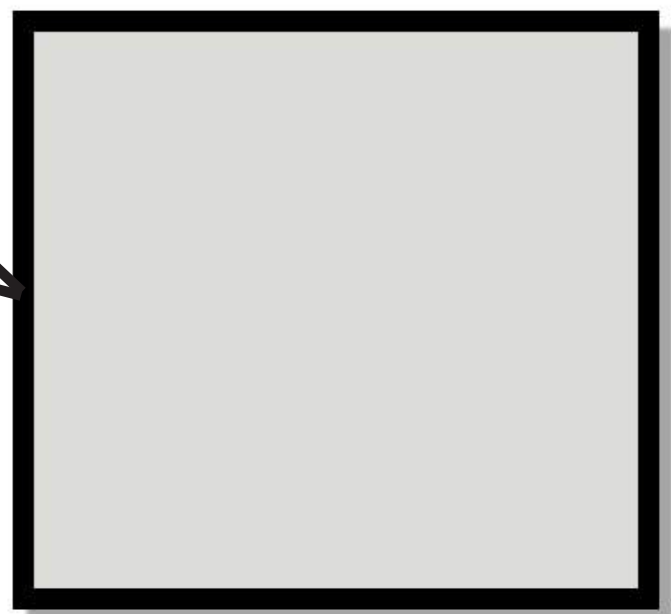
R-1A
SITE PLAN APPLICATION



COLOR A
MAIN WALL COLOR
 (SMOOTH STUCCO FINISH)
 Sherwin Williams
 SW 7757 'High Reflective White'



COLOR H
ACCENT WALL COLOR
 (SMOOTH STUCCO FINISH)
 Benjamin Moore Color Preview
 2006-20 'Sangria'



COLOR C
ACCENT WALL COLOR
 (SMOOTH STUCCO FINISH)
 Sherwin Williams
 SW 7666 'Fleur de Sel'



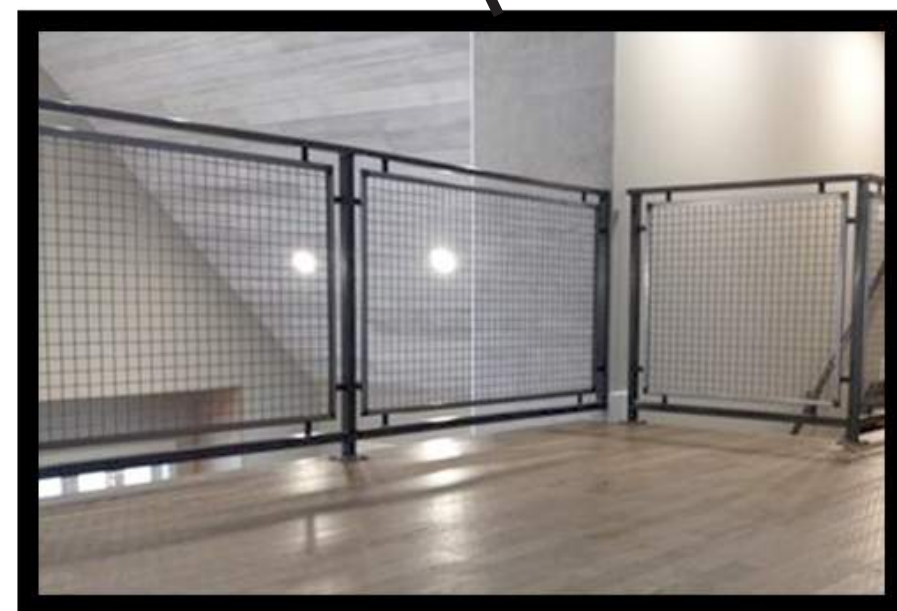
WINDOW FRAMES
 Silver



WINDOWS
 Clear Tinted Glass



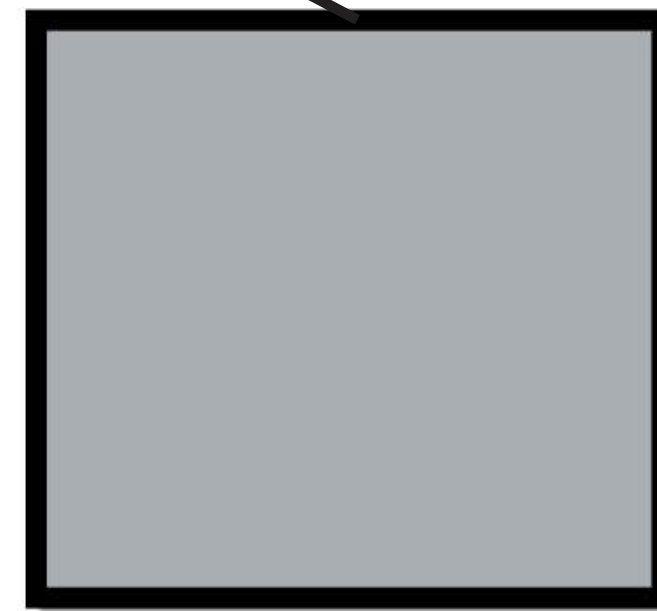
COLOR G
WOOD FENCE
 Vintage Wood; Color: Ash



RAILINGS
 Aluminum Railings
 Color: Silver



WALL SCONCE
 Modern Decorative Outdoor Sconce
 Color: Gray Metal



COLOR B
ACCENT WALL COLOR
 (SMOOTH STUCCO FINISH)
 Sherwin Williams
 SW 9153 'Moonlit Orchid'



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Revisions:

Project no: Project Number
 Date: (07-31-20)
 Drawn by: Author
 Project Manager: Checker



VIEW LOOKING NORTHEAST ON LAKE AVENUE & NORTH 'E' STREET

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West Palm Beach Florida 33401
561.684.6844 • Fax: 561.684.6594
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FL LIC # AA2002399

SPINAOROURKE
+ PARTNERS



Architecture • Interior Design
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SITE PLAN APPLICATION
VILLAGE FLATS

Lake & Lucerne
Lake Worth Beach, FL 33460

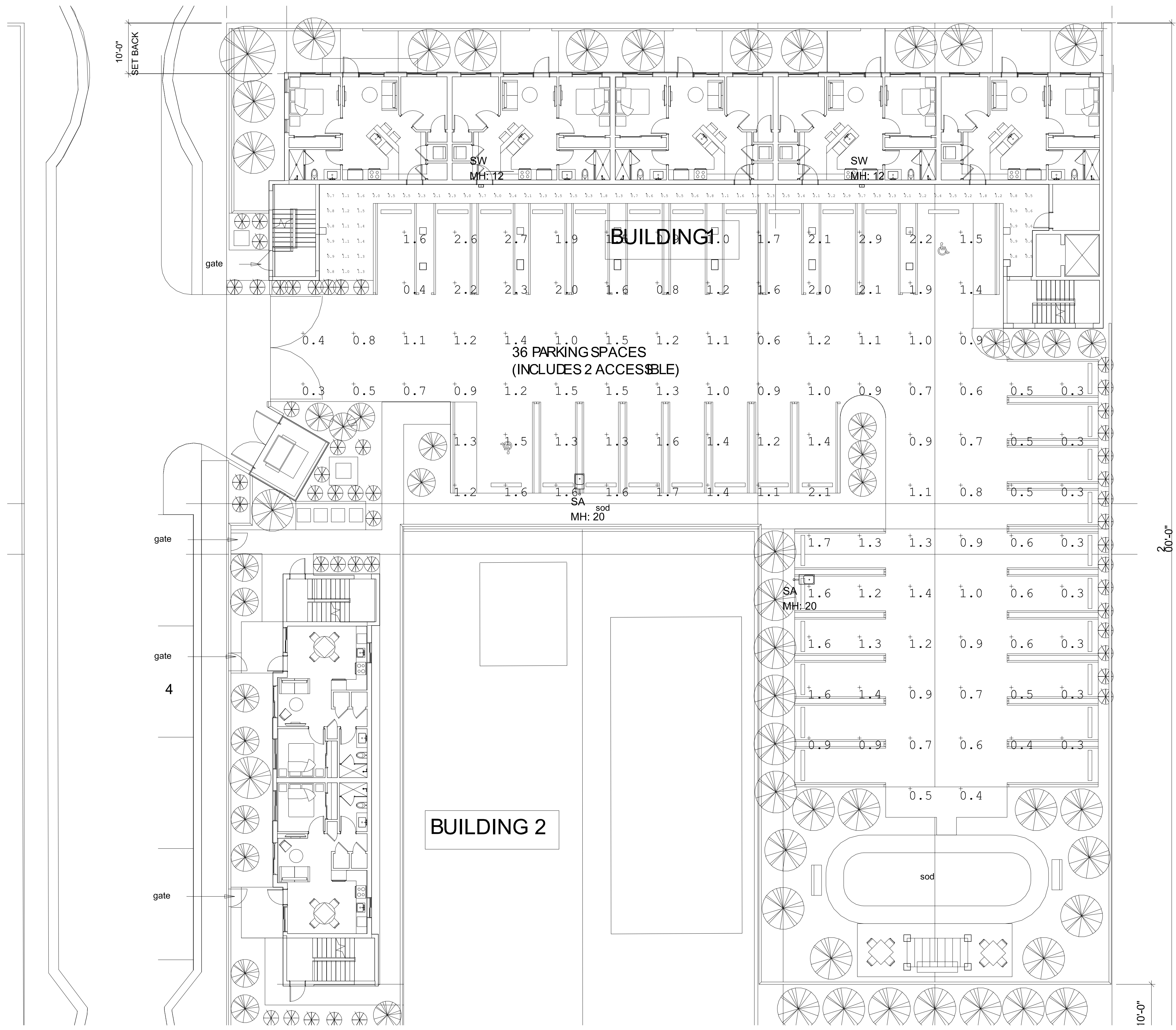
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Revisions:

Project no: 19125
Date: (07-31-20)
Drawn by: MR
Project Manager: CS, EL

R-2.
SITE PLAN SUBMITTAL

RENDERING 2



Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions. This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with Illuminating Engineering Society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamps and other variable field conditions.

NOTES:

1	PHOTOMETRIC STUDY	07/23/20
No.	Revision/Issue	Date

LIGHTING DYNAMICS, INC.
 7835 West Commercial Blvd.
 Tamarac, FL 33351
 (954) 944-0286
www.lightingdynamics.com

Project Name and Address
VILLAGE FLATS
 Exterior lighting layout
 Lake Worth Beach, FL

FILE P:\PROJECTS\2020\JULY
 CLIENT GliddenSpina + Partners

Project	Poinciana Point	Sheet	LO
Date	07/23/2020		
Scale	3/32" = 1'-0"	DRAWN BY E. MONTERO	

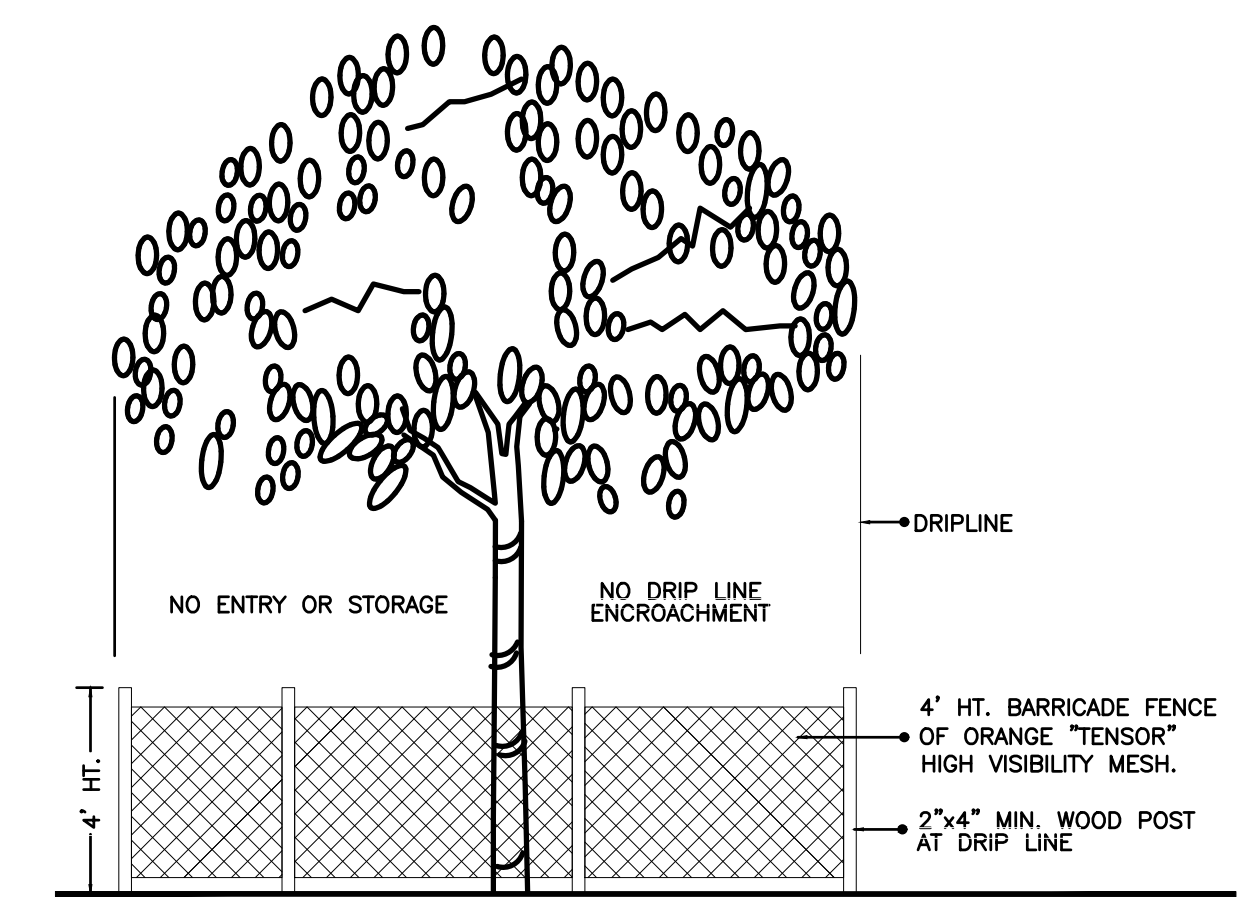
POINCIANA POINT									
LIGHTING FIXTURE SCHEDULE									
TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMPS	INPUT WATTS	MOUNTING	DIMMING (If Req)	REMARKS
SA	LED SITE LUMINAIRE	LUMARK	PRV-C15-D-UNV-T4-XX-FINISH / MA1017-XX	UNV	LED	52W	POLE	0-10V	NOTE 1, 2
SW	LED WALL PACK	MCGRAW-EDISON	GWC-AF-01-LED-E1-T4W-FINISH-600	UNV	LED	34W	WALL	0-10V	NOTE 1
FIXTURE SCHEDULE NOTES NOTE 1: ADVISE FINISH NOTE 2: FIXTURE MOUNTED ON 22FT ROUND TAPERED EMBEDDED (DIRECT BURIAL) ALUMINUM POLE VALMONT® 190830505EP2-FINISH FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT RYAN HUFF @ LIGHTING DYNAMICS (772) 285-7169; RHUFF@LIGHTINGDYNAMICS.COM									

Photometrics Calculation Software Generated Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Lum. Lumens	Arr. Lum. Lumens	LLF	Lum. Watts	Arr. Watts	
SA	2	SA	SINGLE	7088	7088	0.900	52	52	
SW	2	SW	SINGLE	4255	4255	0.900	34	34	
Calculation Summary									
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min		
PARKING AREA	Illuminance	Fc	1.15	2.9	0.3	3.83	9.67		
WALKWAY	Illuminance	Fc	1.63	3.7	0.5	3.26	7.40		

EXISTING TREE DISPOSITION CHART

TREE NO.	BOTANICAL NAME	COMMON NAME	DBH (ins)	HT (feet)	SPR (feet)	CONDITION	COMMENTS	DISPOSITION
1	<i>Quercus virginiana</i>	Live Oak	8	25	25	65%		REMAIN
2	<i>Cocos nucifera</i>	Coconut Palm	6	20'ct		75%		Relocate
3	<i>Mangifera indica</i>	Mango	10	25	20	45%	trunk damage; uneven canopy	remove
4	<i>Quercus virginiana</i>	Live Oak	8	20	20	65%		REMAIN

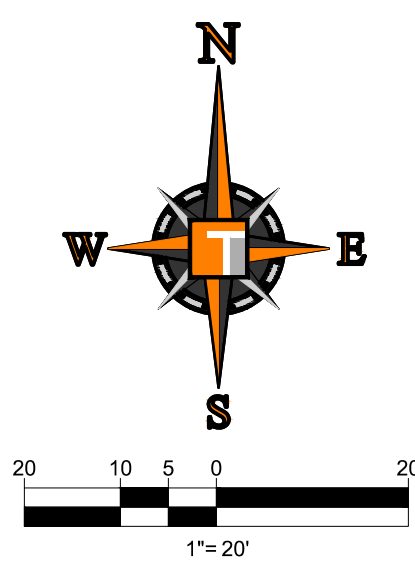
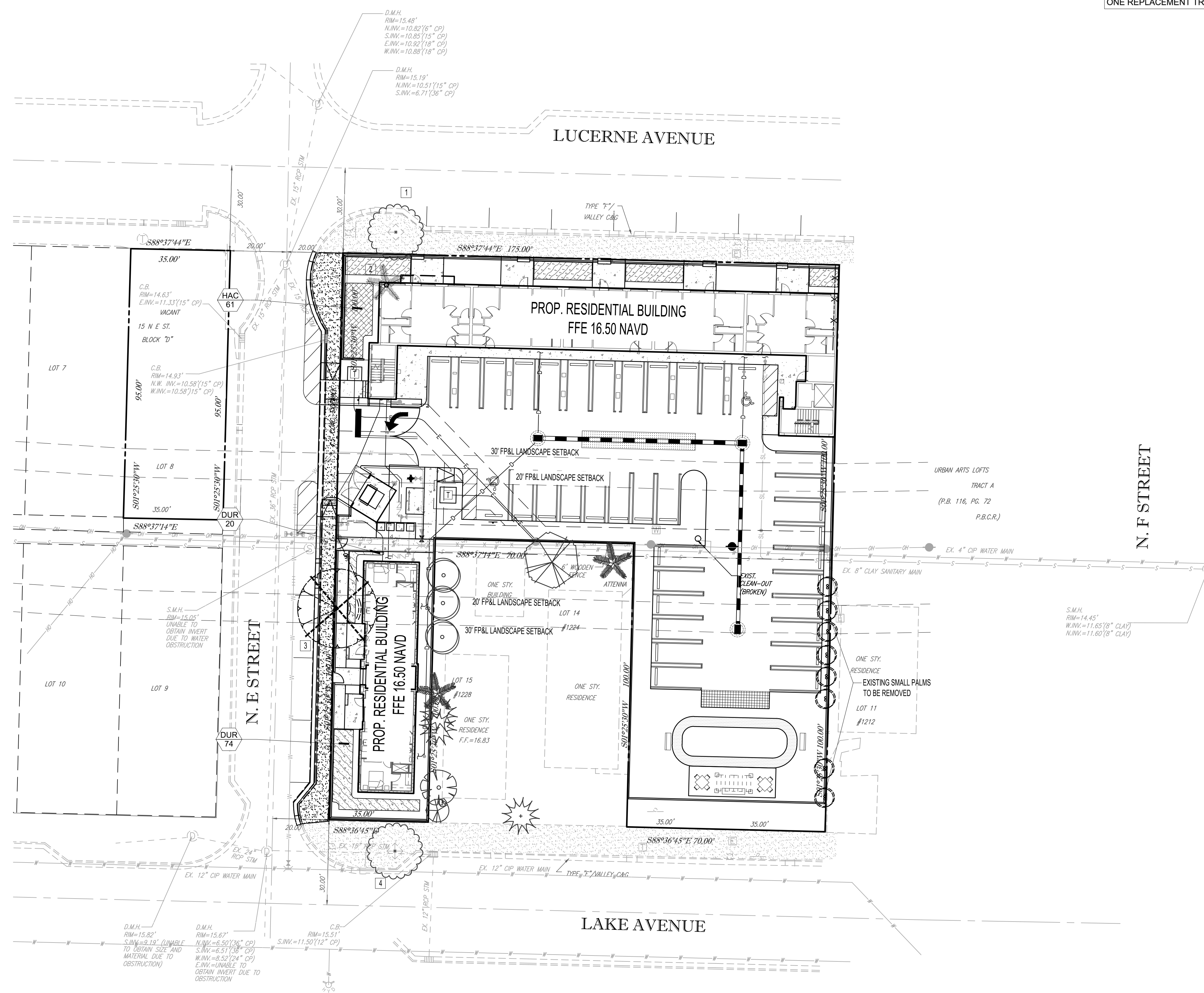
ONE REPLACEMENT TREE REQUIRED FOR TREE #3 (LESS THAN 50% CONDITION RATING)



TREE PRESERVATION BARRICADE FENCING DETAIL
NTS.

GENERAL NOTES:

- Contractor is responsible for determining all utility locations and installing facilities so as to not conflict. All damage to existing utilities or improvements caused by Contractor shall be repaired at no additional cost to the Owner.
- Contractor to notify "Sunshine State One Call of Florida, Inc." at 1-800-432-4770 Two Full Business Days prior to digging for underground utility locations.
- Contractor shall be responsible for providing final grading of all associated planting areas.
- After final grade, area to be raked to 6" depth and all rock and foreign inorganic materials removed and disposed of properly off-site.
- All planting holes to be hand dug except where machine dug holes will not adversely affect or damage utilities or improvements (see note 2).
- No plunging of any tree or palm will be accepted. All plants to be planted at the nursery grade or slightly higher.
- Contractor shall stake 4 guy all trees and palms at time of planting as per the appropriate detail. Contractor is responsible for the maintenance and/or repair of all staking and guying during warranty period and removal 4 disposal of staking after establishment period.
- WATERING:** All plant material shall be watered in at time of planting in accordance with standard nursery practices. In addition, Contractor will continue watering of plant material until substantial completion and as needed thereafter for a period of 2 months.
- No plant material will be accepted showing evidence of cable, chain marks, equipment scars, or otherwise damaged.
- Plant material will not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.
- Root-prune all trees a minimum of (8) weeks prior to planting.
- Tree protection barricades shall be provided by Landscape Contractor around existing trees that may be impacted by the proposed construction. Prior to any construction a tree protection barricade inspection shall be conducted by the landscape architect, owner or governing municipality. Refer to Landscape detail for tree preservation barricade fencing.



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 CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
 6300 NW 31ST AVENUE
 FORT LAUDERDALE, FL 33309
 P: (561) 202-7000
 F: (561) 202-7070
 www.ThomasEngineeringGroup.com

REVISIONS:

REV.	DATE	COMMENT	BY:

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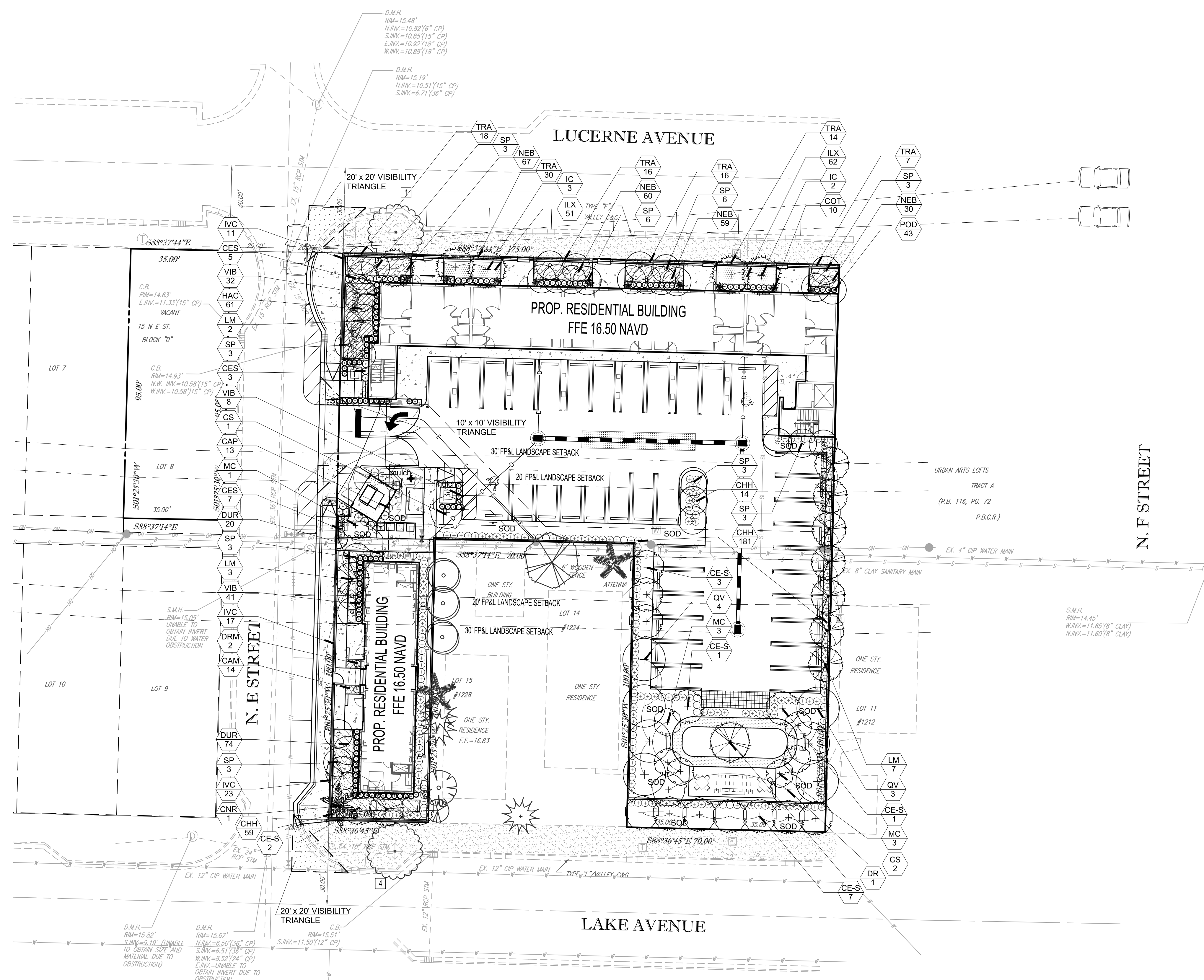
PROJECT No.: F200053
 DRAWN BY: JVF
 CHECKED BY: MTK
 DATE: 07-24-2020
 CAD I.D.: F200053 LANDSCAPE

VILLAGE FLATS
 FOR
INHABIT LAKE WORTH BEACH, LLC
 LAKE WORTH BEACH, FL

THOMAS ENGINEERING GROUP
 6300 NW 31ST AVENUE
 FORT LAUDERDALE, FL 33309
 PH: (561) 202-7000
 FX: (561) 202-7070
 www.ThomasEngineeringGroup.com

MICHAEL D. GROSSWIRTH
 REGISTERED LANDSCAPE ARCHITECT
 FLORIDA LICENSE No. 6666871
 September 21, 2020
 FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:
TREE DISPOSITION PLAN
 SHEET NUMBER:
L-1.0



PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, THE APPLICANT SHALL FINE GRADE AND SOD ALL DISTURBED AREAS WITH BAHIA SOD

ALL MECHANICAL EQUIPMENT, BACKFLOW PREVENTERS, DUMPSTER ENCLOSURES, A/C UNITS, ETC., SHALL BE SCREENED A MIN. OF 6" ABOVE THE TOP OF THE EQUIPMENT IN ADDITION TO THE MINIMUM LANDSCAPE REQUIREMENTS (INCLUDING THOSE VISIBLE FROM PUBLIC RIGHT-OF-WAYS).

ALL EXISTING TREES TO REMAIN SHALL BE STRUCTURALLY PRUNED AND TRIMMED UNDER THE SUPERVISION OF AN ISA CERTIFIED ARBORIST.

ALL COMPACTED SOIL, ROAD ROCK AND EXCESS DEBRIS SHALL BE REMOVED AND A 24" LAYER OF SOIL FAVORABLE TO TREE AND SHRUB GROWTH AND SUSTAINABILITY EXISTS OVER ALL PLANTING AREAS. SOIL COMPOSITION SHOULD CONTAIN 2-4% OR ORGANIC MATTER WITH REMOVAL OF ANY LARGE ROCKS OR DEBRIS, LARGER THAN A LEMON.

DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE UNLAWFUL TO REMOVE VEGETATION BY GRUBBING OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRIPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE CITY

ANY PVIOUS AREA TO REMAIN THAT IS DISTURBED BY CONSTRUCTION & IS NOT NOTED ON THE LANDSCAPE PLAN TO HAVE SHRUBS OR GROUNDCOVER SHALL BE SODDED

ALL TREES TO REMAIN MUST BE PROTECTED BY TREE PROTECTION BARRICADES MEETING THE MINIMUM STANDARDS. PROTECTIVE BARRICADES SHALL REMAIN IN PLACE UNTIL LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED.

ALL TRIMMING UNDERTAKEN ON A TREE PROTECTED BY THE PROVISIONS OF THE LAND DEVELOPMENT CODE SHALL BE PRUNED IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS

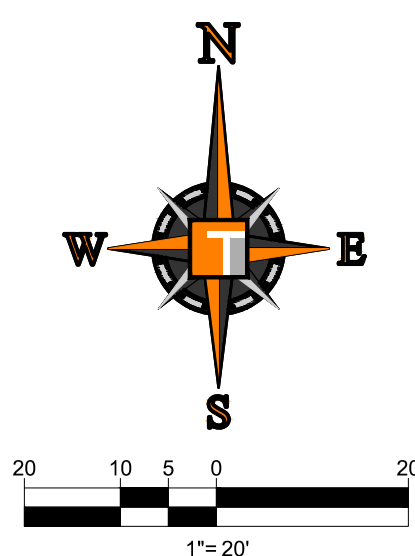
ALL SOD SHALL BE ST. AUGUSTINE 'FLORATAM' SOLID SOD UNLESS OTHERWISE NOTED. ALL SOD IN DETENTION AREAS SHALL BE BAHIA 'ARGENTINE'

ANY EXISTING SOD OFFSITE OR WITHIN THE RIGHT-OF-WAYS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY CONTRACTOR

ALL NUISANCE, EXOTIC VEGETATION SHALL BE ERADICATED & REMOVED FROM THE ENTIRE SITE

ALL LANDSCAPED AREAS TO BE FULLY COVERED BY AUTOMATIC IRRIGATION SYSTEM AS PER CITY CODES AND REQUIREMENTS. SEE SEPARATE IRRIGATION PLANS FOR FURTHER INFORMATION.

SEE SHEET L-2.1 FOR PLANT SCHEDULES, CODE CHART, & TREE MITIGATION REQUIREMENTS



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FORT LAUDERDALE, FL 33309
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REV.	DATE	COMMENT	BY

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SITE PLAN SUBMITTAL

PROJECT No.	F200053
DRAWN BY:	JFV
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DATE:	07-24-2020
CAD I.D.:	F200053 LANDSCAPE

PROJECT:
VILLAGE FLATS
FOR
INHABIT LAKE WORTH BEACH, LLC
LAKE WORTH BEACH, FL

THOMAS
ENGINEERING GROUP
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MICHAEL D. GROSSWIRTH
REGISTERED LANDSCAPE ARCHITECT
FLORIDA LICENSE No. 6666871
September 21, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:
LANDSCAPE PLAN
SHEET NUMBER:
L-2.0

LANDSCAPE GENERAL NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREBY SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS, EXISTING OR OTHERWISE, CAUSED BY CARELESS OPERATION OF EQUIPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP – LINE OR THE SPILLING OF OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP – LINE.

2. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT, TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY PERCENT (20%) PER EACH OVER FOUR INCHES (4") CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES, OR AS MAY BE REQUIRED BY THE REGULATING GOVERNMENT AGENCY, WHICHEVER IS GREATER. CALIPER SHALL BE MEASURED AT BREAST HEIGHT OR FOUR FEET (4') ABOVE SURROUNDING GROUND.

D. MATERIALS

1. SUBMITTALS: GENERAL SAMPLES OF PLANTING MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL. ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN.

MATERIALS SAMPLE SUBMITTALS

MULCH ONE (1) CUBIC FOOT
TOPSOIL ONE (1) CUBIC FOOT
PLANTS ONE (1) REPRESENTATIVE SAMPLE OF EACH VARIETY

2. PLANT MATERIALS

A) GENERAL: PLANT SPECIES, SIZES, & QUANTITIES SHALL, AT A MINIMUM, CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" PARTS 1 AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA NO. 1, AS AN ABSOLUTE MINIMUM UNLESS OTHERWISE SUPERSEDED BY A FLORIDA FANCY DESIGNATION, AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE FRESHLY DIG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND FREE OF DISEASE AND INSECTS, INFEST EGGS AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER.

B) MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE TOP OF ROOT BALL (TRUNK FLARE) AND/OR ACROSS THE AVERAGE SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C) INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER. FOR QUALITY, SIZE, AND VARIETY; SUCH PRELIMINARY APPROVAL SHALL NOT SUPERSEDE THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS, LATENT DEFECTS OR INJURIES, PRESENCE OF INSECTS, AND OTHER CONDITIONS THAT MAY HAVE OCCURRED SINCE THE NURSERY INSPECTION. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUIRING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

D) AMENDED PLANTING SOIL: PLANTING SOIL FOR USE IN BACK FILLING PLANTING HOLES SHALL BE FORTY PERCENT (40%) TOPSOIL AND SIXTY PERCENT (60%) SAND AND BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, WITHOUT MIXTURE OF ROCKS, MATERIALS, AND OBTAINED FROM A WELL-DRAINED, ARABLE SITE. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, COARSE SAND, STONES, LIMES, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, OR NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. PH RANGE SHALL BE 5.0 TO 7.0 INCLUSIVE.

E) SAND SHALL BE CLEAN, WELL DRAINING NATIVE SAND. IF REQUESTED, CONTRACTOR SHALL AT ANY TIME AND AT NO COST TO OWNER, SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY OWNER.

E. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL NATURAL OR MAN – MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

F. COMMERCIAL FERTILIZER

1. COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS.

2. FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DELIVERED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:

- 1. SHRUBS AND TREES – MILORGANITE, OR APPROVED EQUAL
- 2. ANNUALS AND GROUNDCOVERS – OSMOCOTE/SIERRA BLEND 14 – 14 – 14
- 3. SOD – 8 – 8 – 8

IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24 – 10 – 5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT THE RATE AND DEPTH SPECIFIED BY MANUFACTURER.

G. MULCH

1. MULCH SHALL BE FROM SHREDDED WOOD DERIVED FROM MELALEUCA OR OTHER INVASIVE TREE SPECIES AND SHALL BE STERILIZED TO EFFECTIVELY ELIMINATE ALL SEEDS, SPORES, ETC. AND RENDER THEM BARREN.

2. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT AND APPLIED AT A DEPTH OF THREE INCHES (3"). MULCH IS TO BE KEPT 2-3" FROM THE STEM OF ALL GROUNDCOVERS & 3-6" FROM THE TRUNK OF ALL TREES & PALMS.

3. MULCH SHALL BE GRADE "B" SHREDDED, AND SHALL BE APPLIED EVENLY AND SMOOTH TO PLANTING AREAS.

4. NO RED OR COLORED MULCH SHALL BE ACCEPTED UNLESS SPECIFIED ACCORDINGLY. NO CYPRESS MULCH OR PINE BARK SHALL BE USED.

H. DIGGING AND HANDLING

1. PROTECT ROOT SYSTEMS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS, WATER EROSION, AND OTHER HARMFUL CRITERIA AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKING AND DRYING OUT DURING LOADING, TRANSIT, AND UNLOADING/PLANTING. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPROL" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL, BALLS OF SOIL SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS, AND IN ACCORDANCE WITH "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. NO PLANT WITH A ROOTBALL SHALL BE PLANTED IF

THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "B" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE OBTAINED BY "GRADES AND STANDARDS FOR NURSERY PLANTS" FLORIDA PUBLICATION. PRUNING PRACTICED OTHER THAN MINIMAL PRUNING OF FRONDS, PRIMARILY TO REACH A "CLEAR TRUNK" SPECIFICATION, MAY CONSTITUTE REJECTION. OF ALL PALMS SUBJECTED TO SUCH PRACTICE. LIKEWISE, EXCESSIVE PRUNING OR "SHAVING" OF ROOT BALLS TO MEET "CLEAR TRUNK" CRITERIA MAY CONSTITUTE REJECTION ONSITE. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL ON THE PLANTING DETAILS SHEET.

5. EXCAVATION OF PLANTING HOLES SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS, AND PREPARED SUB-BASES.

I. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL – ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, AND SHALL MEET MINIMUM SPECIFICATIONS IN THE PLANT LIST.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS OR WITH CIRCLING ROOTS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NEED AUTHORIZATION FROM THE OWNER. LIKEWISE, SUBSTITUTION OF CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE BALLED AND BURLAPPED/FIELD GROWN WILL NEED AUTHORIZATION FROM THE OWNER AND LA OF RECORD PRIOR TO THE ORDERING OF ANY MATERIALS.

5. ALL PLANT MATERIALS SHALL MEET THE MINIMUM SPECIFICATIONS LISTED IN THE PLANT SCHEDULE; SIZE (HEIGHT/SPREAD) SPECIFICATIONS TAKE PRECEDENCE OVER GALLON SIZES (IF GALLON SIZES ARE SPECIFIED).

J. COLLECTED STOCK

1. WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE, THE MINIMUM SIZES OF ROOT BALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

K. NATIVE STOCK

1. PLANTS COLLECTED FROM WILD OR NATIVE STAND SHALL BE CONSIDERED GROWN WHEN THEY HAVE BEEN SUCCESSFULLY REESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

L. MATERIALS LIST

1. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE CONTRACTOR SHALL BE RESPONSIBLE FOR NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN A BIDDER'S TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF BIDS. DRAWING SHALL TAKE PRECEDENCE. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE. WHERE NO GALLON SIZE IS SPECIFIED ON CONTAINERIZED SHRUBS OR GROUNDCOVERS, THE HEIGHT & SPREAD SPECIFICATIONS SHALL PREVAIL.

M. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINISHED GRADE ALLOWING FOR THE THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS.

N. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER, ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE COMPLETELY REMOVED FROM THE SITE. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY AFFECT THE VIABILITY OF THE PLANTS TO BE INSTALLED, HE/SHE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S CONSTRUCTION MANAGER OR DESIGNER.

2. DURING LAND ALTERATION AND CONSTRUCTION ACTIVITIES, IT SHALL BE PROHIBITED TO REMOVE ADEQUATE QUANTITY OF RUBBISH OR TO PLACE SOIL DEPOSITS, DEBRIS, SOLVENTS, CONSTRUCTION MATERIAL, MACHINERY OR OTHER EQUIPMENT OF ANY KIND WITHIN THE DRUPLINE OF A TREE TO REMAIN ON THE SITE UNLESS OTHERWISE APPROVED BY THE JURISDICTIONAL MUNICIPALITY.

3. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES. INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS LINES AND TANKS), WATER, SANITARY SEWER, STORM WATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

4. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO MINIMUM DEPTH OF APPROXIMATELY 20% GREATER THAN THE RECOMMENDED PLANTING SOIL DEPTH – UNLESS OTHERWISE SPECIFIED BY JURISDICTIONAL CODE. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ONSITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE OR CONTACT OWNER'S CONSTRUCTION MANAGER OR DESIGNER FOR RESOLUTION.

CONTRACTOR IS TO INSURE THAT ALL COMPACTED SOIL, ROAD RAKE, & EXCESS DEBRIS SHALL BE REMOVED AND A 24" LAYER OF NON-LIMEROCK PLANTING SOIL FAVORABLE TO SHRUB GROWTH & SUSTAINABILITY EXISTED OVER ALL PLANTING AREAS. TREE PITS SHALL BE EXCAVATED & BACKFILLED WITH PLANTING SOIL TO A MINIMUM DEPTH OF 30".

5. RECOMMENDED PLANTING SOIL DEPTH IS GENERALLY AS FOLLOWS:
ALL TREES AND TALL SHRUBS (INDICATED AS "SHRUBS" & "SHRUBS AREAS" ON THE PLANT SCHEDULE) SHALL BE PLANTED WITH A MINIMUM OF 12" TOPSOIL AROUND AND BENEATH THE ROOTBALL; MINIMUM TOPSOIL SHALL BE 6" FOR LOW SHRUBS/GROUNDCOVER AREAS AND 2" FOR SODDED GRASS AREAS.

THE MINIMUM TOPSOIL DEPTHS ARE IN ADDITION TO A MINIMUM NON-LIMEROCK SOIL DEPTH OF 12"-30", CONSISTING OF EXISTING UNDISTURBED OR NATIVE SOIL THAT WAS STORED/STOCKPILED ON SITE AND REUSED, OR CLEAN IMPORTED PLANTING SOIL WITH A RANGE OF ORGANIC MATTER BETWEEN 3-5% CONTAINING NO STONES GREATER THAN AN INCH AND A HALF IN DIAMETER IN ANY DIRECTION. TOPSOIL DEPTHS PLUS PLANTING SOIL/EXISTING NATIVE SOIL MINIMUM DEPTHS ARE IN ADDITION TO ANY LIMESTONE/LIMEROCK SUBGRADE, & IN ADDITION TO EXCAVATION WIDTHS REQUIRED FOR TREE PITS AS SHOWN ON THE PLANTING DETAILS.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE & TAKE REASONABLE MEASURES AS PART OF DUE DILIGENCE TO DETERMINE THE EXTENT OF EXCAVATION REQUIRED & TO DETERMINE THE AMOUNT OF PLANTING SOIL NECESSARY TO ENSURE LONG-TERM SUSTAINABILITY & SURVIVAL OF THE PLANT MATERIALS IN ACCORDANCE WITH THIS CONTRACT.

6. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREBY SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

7. GENERAL: COMPLY WITH FEDERAL, STATE, COUNTY AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY REMAINING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT BEING UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

8. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

9. ALL PLANTING HOLES SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD TO NURSERY STOCK 280.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED

PLANTING SOIL AS SPECIFIED HEREIN BEFORE (SEE MATERIALS, SECTION D). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR MOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. POOR DRAINAGE CONDITIONS TYPICALLY HAVE A PERCOLATION RATE OF 4" OR LESS PER HOUR, AS DETERMINED BY THE GEOTECHNICAL ENGINEER. TREES SHALL BE SET PLUMBS AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL RECOMMENDED.

10. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS, CURBS, PAVING, AND OTHER HARDSCAPE MATERIALS WHILE INSTALLING TREES.

11. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION D (MATERIALS) OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING HOLE SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:
- TWO (2) TABLETS PER 1 GAL PLANT
- THREE (3) TABLETS PER 3 GAL PLANT
- FOUR (4) TABLETS PER 10 GAL PLANT LARGER MATERIAL
- TWO (2) TABLETS PER HALF INCH (1/2") OF TRUNK CALIPER

12. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE TOP OF THE ROOT SYSTEM (FOR SHRUBS AND GROUNDCOVER) OR TRUNK FLARE (TREES AND PALMS) WILL STAND ONE (1) TO TWO (2) INCHES ABOVE FINAL GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PLANTING HOLE. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

13. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, TURNING SOIL IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET OR OTHER TAMPING DEVICE. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE PULLED FROM UNDERNEATH.

14. PRUNING: FOR DAMAGED OR BROKEN LIMBS, EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES. ALL SUCKER GROWTH SHALL BE COMPLETELY REMOVED PRIOR TO DIGGING.

15. SHRUBS AND GROUNDCOVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED IN THE PLANT LIST. CULTIVATE ALL MASS PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE OF ALL DEBRIS, TILL 4" OF PLANTING SOIL MIX INTO THE NEWLY TILLED PLANTING BED FOR GENERAL NUTRIENT DISBURSEMENT. MASS PLANTING BED IS NOW READY TO RECEIVE HOLES FOR NEW PLANTS. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

16. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO ENSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. TREES SHALL USE ARBORITE AS PER DETAIL SHEET. PALMS SHALL USE WOOD BRACING PER DETAIL SHEET.

17. MULCHING: PROVIDE A THREE INCH (3") MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUNDCOVER AND VINE BED AND TREE PIT (FOR TREES AND PALMS, MIN. THREE INCH (3") FROM EDGE OF TRUNKS), – UNLESS OTHERWISE REQUIRED BY LOCAL CODES AND SPECIFIED AS SUCH.

18. SYSTEMIC HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER OR THEIR DESIGNER, A SYSTEMIC HERBICIDE SHALL BE APPLIED FOR WEED CONTROL. BY QUALIFIED PERSONNEL. TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S DIRECTIONS AND SPECIFICATIONS. AFTER MULCH HAS BEEN APPLIED TO PLANTING BEDS AND TREE RINGS, TREAT ALL MULCHED AREAS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

O. LAWN SODDING
STEMOXYPHUM SECUNDATUM, V. FLORISANT" UNLESS OTHERWISE NOTED, (ST. AUGUSTINE SOLID SOD).
1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING. COMPLETE IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER AND GOVERNING AGENCIES.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND OTHER DEBRIS, AND THE SOIL BROUGHT TO AN EVEN PREPARED GRADE TO ALLOW FOR SOIL PREPARATION BELOW.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR INCHES (4") DEEP. APPLY FERTILIZER AT A RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING COMMERCIAL BROADCAST SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE INCHES (3"). HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY TO PREPARE FOR SOD INSTALLATION.

4. SODDING: THE CONTRACTOR SHALL SOD ALL THE PERVIOUS AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS TO CREATE A UNIFORM, NEW TURF BLANKET FOR THE SITE. ALL PERVIOUS AREAS TO REMAIN THAT ARE DISTURBED BY CONSTRUCTION & NOT SHOWN TO HAVE SHRUBS OR GROUNDCOVER ON THE LANDSCAPE PLAN SHALL BE SODDED BY CONTRACTOR. ALL SOD OFF-SITE OR IN THE RIGHT-OF-WAY (DEDICATED OR OTHERWISE) SHALL BE BAHIA ARGENTINE" SOLID SOD UNLESS OTHERWISE NOTED.

A) THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS, AND DISEASE OF ANY KIND, SOD PANELS SHALL BE LAID TIGHTLY TOGETHER TO MAKE A SOLID, SODDED LAWN AREA.

B) SOD SHALL BE LAID IN ROWS WITH EVERY OTHER ROW STAGGERED HALFWAY BETWEEN THE NEXT TO INSURE NO CONTINUOUS STAINED JOINTS. SEW JOINTS OF SOD TO INSURE A TIGHT FIT AT JOINTS, WITH GAPS NO GREATER THAN 1/8" BETWEEN SOD PANELS.

C) SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS, ADJACENT TO BUILDINGS, A FOUR INCH (4") MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED TO THOROUGHLY MOISTEN THE SOIL BENEATH. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.

5. DURING DELIVERY, PRIOR TO AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE INSTALLED DURING THE DAY OF ITS ARRIVAL.

6. LAWN MAINTENANCE:
A) WITHIN THE SITE, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTABILITY BY OWNER OR AS IN THE ORIGINAL WORK SCOPE AND SPECIFICATIONS (INCLUDING REGARDING RE NECESSARY).

B) WATER EVERY DAY FOR FOURTEEN (14) SUCCESSIVE DAYS, THEN WATER THREE (3) TIMES PER WEEK (AT EVEN INTERVALS) UNTIL FULLY ESTABLISHED OR UNTIL AUTOMATIC IRRIGATION SYSTEM IS FULLY OPERATIONAL AND PROGRAMMED ACCORDINGLY. COORDINATE WATERING SCHEDULE WITH NATURAL RAINFALL. RAINFALL EVENTS IN DURATION OF TWENTY (20) MINUTES OR MORE THAT PRODUCE MORE THAN A HALF INCH (1/2") OF PRECIPITATION WILL NEGATE THE NEED FOR WATERING OF THE FOLLOWING DAY IF PREVIOUSLY SCHEDULED. ALL WATERING SHALL BE OF SUFFICIENT QUANTITY TO WET OR RESTORE WATER TO A DEPTH OF FOUR INCHES (4").

P. CLEANUP
1. UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

Q. PLANT MATERIAL MAINTENANCE
1. ALL PLANTS AND PLANTING MATERIALS INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S DESIGNER. MAINTENANCE AFTER THE CERTIFICATION OF AN ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF NINETY (90) CALENDAR DAYS COMMENCING AFTER ACCEPTANCE (SEE NEXT SECTION).

2. WHERE CONDITIONS REQUIRE PRODUCT AS SET FORTH IN NO. 4 ABOVE, USE PRODUCT AT IN EITHER DIRECTION FROM THE CENTER OF TRUNK ALONG LINEAR FEATURES SUCH AS CURBS, WALKWAYS, ETC. THE INTENT OF THIS SPECIFICATION IS TO PROVIDE A ROOT CONTROL SYSTEM WHERE ROOTS WOULD LIKELY CAUSE PHYSICAL DAMAGE TO ADJACENT HARDSCAPE SURFACES, FOUNDATIONS, UTILITIES, OR OTHER ELEMENTS THAT MAY RECEIVE DAMAGE FROM ROOT SYSTEMS OF TREES. THE REQUIRED DEPTH OF THE ROOT BARRIERS SHALL BE 36" DEPTH. THE USE OF ROOT BARRIERS SHALL BE MINIMUM 6" OVERALL LENGTH FROM THE CENTER OF THE

R. MAINTENANCE (ALTERNATIVE BID ITEM)

1. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR LANDSCAPE AND IRRIGATION MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD AT A COST PER MONTH BASIS.

S. GUARANTEE

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S DESIGNER. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CARE & MAINTENANCE OF THE PLANT MATERIAL UNTIL THE END OF ESTABLISHMENT OR 60 DAYS AFTER FINAL LANDSCAPE CERTIFICATION BY THE LANDSCAPE ARCHITECT, WHICHEVER IS LATER, & SHALL COORDINATE WITH THE IRRIGATION CONTRACTOR AS NEEDED TO ENSURE ADEQUATE WATER IS SUPPLIED TO THE PLANT MATERIALS DURING ESTABLISHMENT. AT THE END OF THE ESTABLISHMENT PERIOD, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THE IRRIGATION TIME/CLOCK IS ADJUSTED TO A NORMAL WATERING CYCLE PER THE IRRIGATION WATERING SCHEDULE SHOWN ON THE IRRIGATION PLANS.

2. THE LIFE AND SATISFACTORY CONDITION OF ALL SOD INSTALLED BY THE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF NINETY (90) CALENDAR DAYS, COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNERS OR OWNER'S DESIGNER.

3. REPLACEMENT: ANY PLANT NOT IN A HEALTHY, THRIVING GROWING CONDITION SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. SHOULD THE OWNER ELECT, TREES AND PALMS MAY BE GIVEN A PERIOD OF NINETY (90) DAYS BEFORE REMOVAL TO ALLOW THE CONTRACTOR TO RESUBMIT THE TREE OR PALM IN QUESTION AND BRING IT TO A THRIVING, HEALTHY CONDITION. ALL REPLACEMENTS SHALL BE PLANTS OF LIKE KIND, CONDITION AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED, PLANTED, AND MULCHED AS SPECIFIED WITH THESE SPECIFICATIONS, AT NO ADDITIONAL COST TO THE OWNER. ANY REPAIRS FROM THIS REPLACEMENT MATERIAL SHALL BE SOLELY THE CONTRACTOR'S RESPONSIBILITY. REPLACEMENT MATERIAL SHALL BE GUARANTEED TO A ONE (1) YEAR PERIOD FROM THE DAY OF REPLACEMENT ACCEPTANCE BY THE OWNER. SHOULD REPLACEMENT MATERIAL FAIL WITHIN THE GUARANTEE PERIOD, OWNER MAY OPT FOR A CREDIT OF THE MONETARY AMOUNT FOR THE REPLACEMENT MATERIALS AT A RATE OF THE ORIGINAL CONTRACT BID RATE, IN LIEU OF AN ADDITIONAL REPLACEMENT.

4. IN THE EVENT THE OWNER ELECTS NOT TO CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER OR THEIR DESIGNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH OF ITEMS UNDER REPLACEMENT WARRANTY. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

T. FINAL INSPECTION AND ACCEPTANCE OF WORK

1. FINAL INSPECTION BY OWNER OR THEIR DESIGNER AT THE END OF THE GUARANTEE PERIOD SHALL INCLUDE PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY PLANTS NOT MEETING THE CRITERIA OF HEALTHY, VIGOROUS, AND THRIVING AT THIS TIME, AND THAT HAVE NOT ALREADY BEEN REPLACED PREVIOUSLY UNDER SAID WARRANTY, SHALL BE SUBJECT TO THE SAME ONE (1) YEAR GUARANTEE 90R AS SPECIFIED BY THE OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

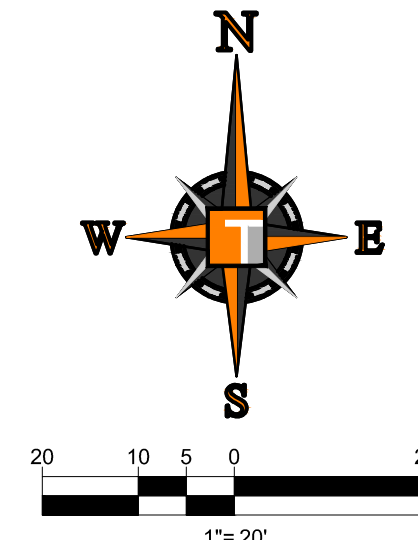
U. GRADING AND DRAINAGE NOTES

1. PRIOR TO COMMENCING ANY EXCAVATION WORK, THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN ACCORDANCE WITH THE "DIG SAFE" NOTIFICATION PROCEDURES PROMOTED BY THE RESPECTIVE UTILITY COMPANIES IN FLORIDA, CALL FLORIDA SUNSHINE AT 811.

2. CONTRACTOR SHALL BLEND NEW EARTHWORK SMOOTHLY INTO EXISTING, PROVIDING VERTICAL CURVES OR ROUNDINGS AT ALL TOP AND BOTTOM OF SLOPES.

3. PITCH EVENLY TO PROTECT SPOOT GRADES. ALL PAVED AREAS MUST PITCH TO DRAIN AT A MINIMUM SLOPE OF ONE EIGHTH INCH (1/8") PER FOOT. ANY DISCREPANCIES NOT ALLOWING THIS TO OCCUR SHALL BE REPORTED TO THE OWNER PRIOR TO CONTINUING WORK.

4. WHERE NEW PAVING OR E



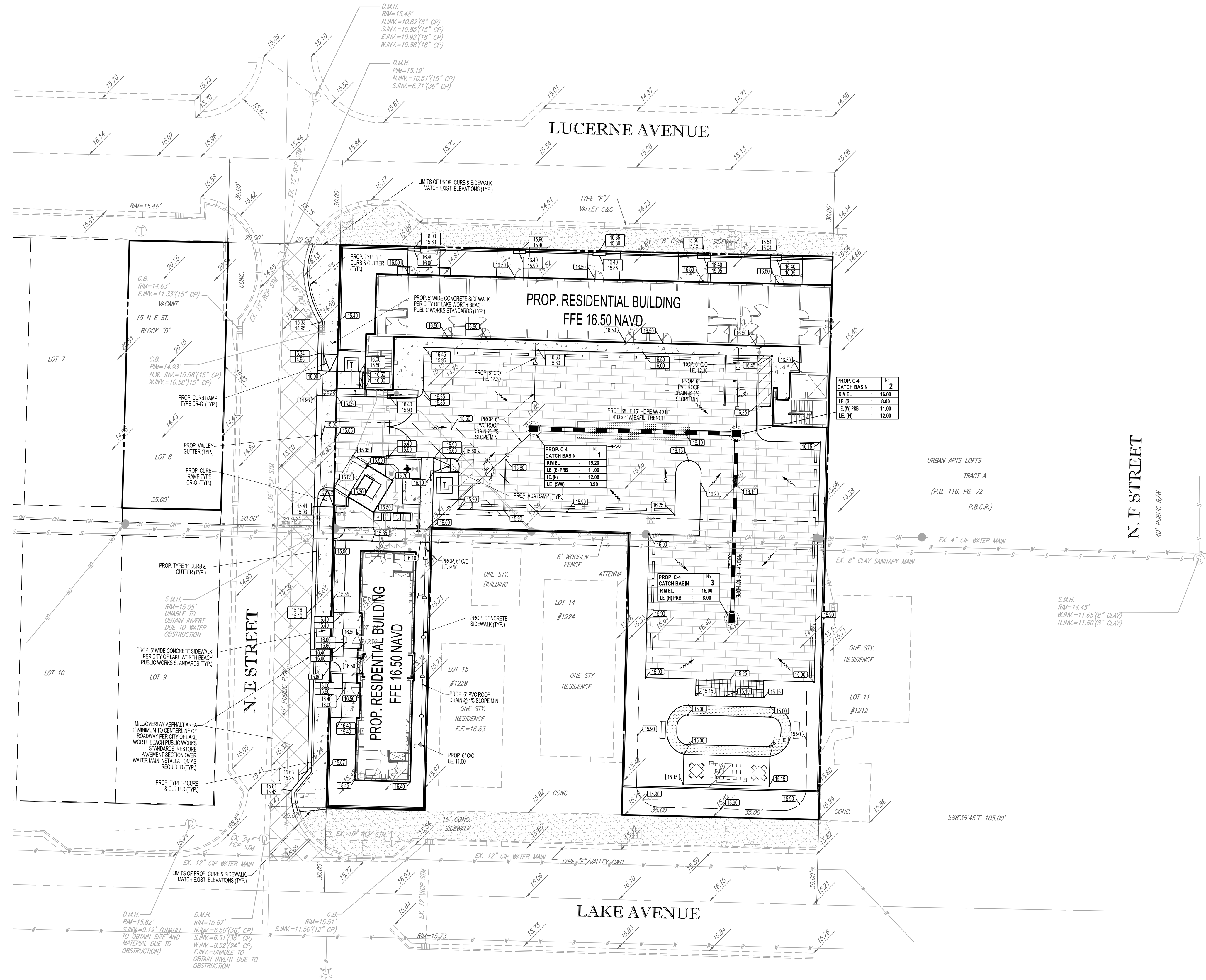
PAVING, GRADING & DRAINAGE LEGEND		
EXISTING		PROPOSED
	SANITARY SEWER LATERAL	— SL —
	UNDERGROUND WATER LINE	— W —
	UNDERGROUND ELECTRIC LINE	— E —
	OVERHEAD WIRE	— T —
	UNDERGROUND TELEPHONE LINE	— C —
	UNDERGROUND CABLE LINE	— D —
	UNDERGROUND ROOF DRAIN LINE	— R —
	STORM SEWER	— S —
	STORM SEWER EXFILTRATION TRENCH	— ST —
	SANITARY SEWER MAIN	— S —
	HYDRANT	— H —
	SANITARY MANHOLE	— M —
	STORM MANHOLE	— M —
	CATCH BASIN	— CB —
	GRADE SPOT SHOT	— SS —

- CONSTRUCTION NOTES:**
- CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. SIDEWALK, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUB-BASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
 - CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
 - CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
 - CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.
 - CONTRACTOR TO SOD ALL DISTURBED AREAS. SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
 - ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
 - THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
 - THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
 - NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
 - PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
 - THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.
 - THE EXISTING UNDERGROUND UTILITIES SHOWN ARE PER ABOVE GROUND SURVEY DATA AND UTILITY AS-BUILT DATA. THIS INFORMATION DOES NOT WARRANT EXACT SIZE AND LOCATION OF THE UTILITIES. ALSO, THERE MAY BE ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION THAT MAY BE AFFECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION.
 - PLEASE SEE MEP PLANS FOR CONTINUATION OF ROOF LEADERS.
 - 2.0% MAXIMUM SLOPE ON HANDICAP SPACES AND ADA ACCESS WAYS.
 - ALL SIDEWALKS SHOULD HAVE A MAXIMUM CROSS SLOPE OF 2.0%.
 - EXISTING COVER MUST BE MAINTAINED ON ALL WATER AND SANITARY LINES.
 - EXISTING SEWER MUST REMAIN FREE FROM CONSTRUCTION DEBRIS AND FLOW MUST BE MAINTAINED.
 - NO STRUCTURES SHALL BE ALLOWED IN UTILITY EASEMENT.
 - PRB = POLLUTION RETARDANT BAFFLE
 - ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988.
 - ALL CONSTRUCTION AND RESTORATION WORK WITHIN THE R/W SHALL COMPLY WITH THE LATEST EDITION OF THE FDOT STANDARD INDEX AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 - ANY DAMAGE TO PBC-TRAFFIC ITS FACILITIES CAUSED BY CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION BY THE CONTRACTOR AT NO COST TO PALM BEACH COUNTY. PALM BEACH COUNTY RESERVES THE RIGHT TO DETERMINE IF DAMAGED PBC FACILITIES WILL BE REPAIRED OR REPLACED.
 - MINIMUM FINISHED FLOOR ELEVATION = 16.50' NAVD. FEMA FLOOD ZONE X. REPRESENTS AREAS OUTSIDE OF THE 500-YEAR FLOOD PLAIN WITH LESS THAN 0.2% ANNUAL PROBABILITY OF FLOODING

HATCH LEGEND	
	EXISTING CONCRETE
	PROPOSED CONCRETE
	PROPOSED ASPHALT PAVEMENT
	PROPOSED ASPHALT MILL & RESURFACE
	PROPOSED PERVIOUS PAVER BLOCKS

NOTE:
PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, THE APPLICANT SHALL ENSURE THE ENTIRE SURROUNDING OFF-SITE INFRASTRUCTURE INCLUDING 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. THE APPLICANT SHALL RESTORE THE RIGHT OF WAY TO A LIKE OR BETTER CONDITION. ANY DAMAGES TO PAVEMENT, CURBING, STRIPING, SIDEWALKS OR OTHER AREAS SHALL BE RESTORED IN KIND.

DATUM NOTE:
ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)



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ENGINEERING GROUP

CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS

6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

1502 W. FLETCHER AVE.
JUPITER, FL 33412
PH: 561-379-4100
PF: 561-303-7503

25 W INDIANTOWN RD
JUPITER, FL 33468
PH: 561-379-4100
PF: 561-303-7503

REVISIONS			
REV.	DATE	COMMENT	BY

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SITE PLAN SUBMITTAL

PROJECT No.: F200053
DRAWN BY: JVF
CHECKED BY: MTK
DATE: 07-24-2020
CAD I.D.: F200053 PGD

PROJECT:
VILLAGE FLATS
FOR
INHABIT LAKE WORTH BEACH, LLC
LAKE WORTH BEACH, FL

HOMAS
ENGINEERING GROUP

6300 NW 31ST AVENUE
FORT LAUDERDALE, FL 33309
PH: (954) 202-7000
FX: (954) 202-7070
www.ThomasEngineeringGroup.com

MAXWELL T. KAPLAN
PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 83366

September 21, 2020
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:
PRELIMINARY PAVING, GRADING & DRAINAGE PLAN

SHEET NUMBER:
C-01

STORMWATER MANAGEMENT REPORT

for

Village Flats

SEC of Lucerne Avenue & North E Street,
Lake Worth Beach, FL

Prepared by:



6300 NW 31st Avenue
Ft Lauderdale, FL 33309
954-202-7000

Maxwell Kaplan, P.E.
Florida Professional Engineer License No. 83366

September 21, 2020

Introduction

The site is generally located at the southeast corner of Lucerne Avenue and North E Street in the city of Lake Worth Beach. The existing site is currently vacant. This project proposes to construct two multi-story residential buildings with a total building footprint of 5,733 sq. ft. The site area is approximately 0.643 acres or 28,000 sq. ft. A detailed breakdown of the proposed land use is provided in Table 1 below.

Table 1-Land Use Breakdown

	Square feet	Acres
Buildings	5,774	0.133
Paved/Garage Area	14,743	0.338
Pervious	7,483	0.172
Total Area	28,000	0.643

The proposed drainage system to serve the development consists of catch basins, HDPE pipe and roof drains, and 40 linear feet of exfiltration trench. Runoff will be maintained on-site and there is no proposed off-site discharge.

Water Quality

Calculations have been prepared to determine the required volume for water quality treatment for the proposed development. Based on the results of the calculations, 2.5-inches of runoff over the total impervious site area results in a larger volume than 1-inch of runoff over the entire site; therefore, 2.5-inches over the impervious area controls. The water quality volume required was calculated to be 0.09 ac.-ft.

The project proposed to utilize exfiltration trench for water quality treatment. A “k” value of 1.70×10^{-3} cfs/ft²/ft-head average was used for the design of the exfiltration trench as obtained from the geotechnical investigation prepared by GFA International. A total of 11 linear feet of trench is required to meet the project’s water quality requirements. The project design proposes 40 linear feet of trench which will provide 0.36 ac.-ft. of volume. Detailed calculations are included in Appendix A.

Water Quantity

The water table elevation at the site is approximately 8.50 NAVD per geotechnical investigation findings provided by GFA International. The proposed drainage system for the development consists of a network of catch basins, drainage pipes and exfiltration trench designed to retain the 25-year 3-day storm event onsite.

A Stage-Storage zero discharge analysis has been prepared to determine the peak storm staging for the 100-year 3-day, 25-year 3-day, 5-year 1-hour and 3-year 1-hour storm events to determine the minimum elevations for the proposed finished floor, perimeter berm, and pavement areas. Table 2 below shows the resulting peak stages for each storm event.

Table 2 - Flood Routing Results –Proposed Peak Stage Elevations

	Post-Development	Provided
3-Year 1-Hour	8.89 NAVD	----
5-Year 1-Hour (Min. Pavement)	9.05 NAVD	15.00 NAVD
25-Year 3-Day (Min. Berm)	15.88 NAVD	15.90 NAVD
100-Year 3-Day (Min. F.F.E.)	16.46 NAVD	16.50 NAVD

The finished floor elevations of the buildings have been set at 16.50 NAVD which is above the 100-year 3-day peak stage and one (1) foot above the average adjacent crown of road elevation. The site is located within FEMA Flood Zone X with no Base Flood Elevation.

Conclusion

Based on the above, the water quality and quantity requirements are met by the proposed design and adhere to the design standards for the South Florida Water Management District and City of Lake Worth Beach. Therefore, it is recommended the project be approved for construction.

PROPOSED DRAINAGE CALCULATIONS

Design Criteria:

Estimated Seasonal High Water Level:

8.50 NAVD

Proposed Acreages

Lake Areas (A_L):	0 sf	or	0.000 ac
Roof Areas (A_R):	5,774 sf	or	0.133 ac
Paved and Garage Areas (A_P):	14,743 sf	or	0.338 ac
Green Areas (A_G):	7,483 sf	or	0.172 ac
<u>Total (A_T):</u>	<u>28,000 sf</u>	<u>or</u>	<u>0.643 ac</u>

Compute Required Water Quality Volume:

- 1) Provide at least 1 inch over the developed project:

$$\begin{aligned}
 V_{PRE} &= 1 \text{ inch} \times A_T \times 1 \text{ ft} / 12 \text{ inches} \\
 &= 1 \times 0.643 / 12 \\
 &= 0.05 \text{ ac-ft or } 0.60 \text{ ac-in}
 \end{aligned}$$

- 2) Provide 2.5" over % impervious area:

- a) Site Area for water quality pervious/impervious calculation:

$$\begin{aligned}
 A_S &= A_T - (A_L + A_R) \\
 &= 0.643 - (0 + 0.133) \\
 &= 0.51 \text{ ac of site area for water quality pervious/impervious}
 \end{aligned}$$

- b) Impervious area for water quality pervious/impervious calculation:

$$\begin{aligned}
 A_{IMP} &= A_S - A_G \\
 &= 0.51 - 0.172 \\
 &= 0.34 \text{ ac of impervious area for water quality pervious/impervious}
 \end{aligned}$$

- c) Percent of impervious for water quality calculation:

$$\begin{aligned}
 &= A_{IMP} / A_S \times 100\% \\
 &= 0.338 / 0.51 \times 100\% \\
 &= 66.3\% \text{ impervious}
 \end{aligned}$$

- d) For 2.5" times the percent impervious:

$$\begin{aligned}
 &= 2.5" \times \% \text{ impervious area} \\
 &= 2.5 \times 0.663 \\
 &= 1.66 \text{ inches to be treated}
 \end{aligned}$$

- e) Compute volume required volume for quality detention

$$\begin{aligned}
 V_{PRE} &= \text{inches to be treated} \times (A_T - A_L) \\
 &= 1.66 \times (0.643 - 0) \times 1 \text{ foot} / 12 \text{ inches} \\
 &= 0.09 \text{ ac-ft or } \boxed{1.07 \text{ ac-in}}
 \end{aligned}$$

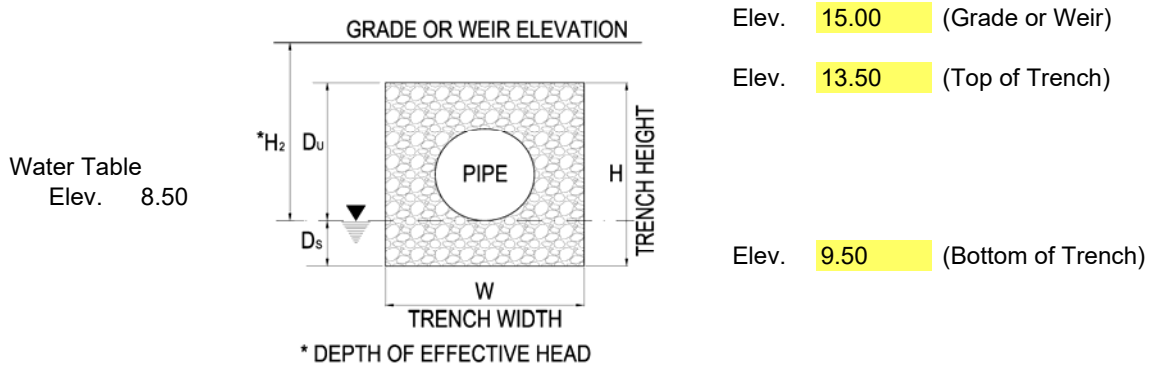
- 3) Since the 1.07 ac-in is greater than the 0.6 ac-in computed for the first inch of runoff the volume of 1.07 ac-in controls.

Proposed Trench Calculations (NAVD)

K-Value:

Test Hole #	(cfs/ft ² /ft hd)	
BHP-1	1.70E-03	(Based on GFA report)
K_{AVG}	1.70E-03	

Trench:



K =	1.70E-03	cfs/ft ² - ft head
H ₂ =	6.50	ft
W =	4.00	ft
D _u =	4.00	ft
D _s =	0.00	ft
H = D _u + D _s =	4.00	ft

1) Trench Length for Water Quality Requirements:

V = 1.07 ac-in or 0.09 ac-ft

$$L = \frac{V}{K(H^2W + 2H^2D_u - D_u^2 + 2H^2D_s) + (1.39 \times 10^{-4})WD_u}$$

L = 9.9 feet

2) Compute Provided Trench Volume:

L = 40 feet

$$V = L \times (K(H^2W + 2H^2D_u - D_u^2 + 2H^2D_s) + (1.39 \times 10^{-4})WD_u)$$

V = 4.30 ac-in or 0.36 ac-ft

DESIGN CRITERIA

October Water Elevation 8.50 NAVD
 FEMA Elevation N/A

PROPOSED LAND USE SUMMARY

Areas:	Square Ft.	Acres	Percent
Lake	0	0.00	0.0%
Building	5,774	0.133	20.6%
Paved and Sidewalk	14,743	0.338	52.6%
Pervious	7,483	0.172	26.7%
Total Area:	28,000	0.643	100.0%

STAGE\STORAGE AREA CALCULATION (NAVD)

Stage	Site Stage-Storage (previous page) (ac.-ft.)	Exfiltration Trench Storage (ac.-ft.)	(ac.-ft.)	Total Storage Area (ac.-ft.)
8.50	0.00	0.00	0.00	0.00
9.50	0.00	0.15	0.00	0.15
10.50	0.00	0.34	0.00	0.34
11.50	0.00	0.56	0.00	0.56
12.50	0.00	1.54	0.00	1.54
13.50	0.00	0.36	0.00	0.36
14.50	0.00	0.36	0.00	0.36
15.50	0.04	0.36	0.00	0.40
16.50	0.40	0.36	0.00	0.76
17.50	0.91	0.36	0.00	1.27
18.50	1.42	0.36	0.00	1.78
19.50	1.93	0.36	0.00	2.29

Required Water Quality = 0.09 acre-ft.

Water Quality Elevation **9.09** NAVD

Soil Storage

Land Use Summary:

	Acres	Percent
Lake Areas (A _L):	0.000	0.0%
Roof Areas (A _R):	0.133	20.6%
Paved Areas (A _P):	0.338	52.6%
Green Areas (A _G):	0.172	26.7%
Total (A_T):	0.643	100.0%

Compacted Soil Storage per
SFWMMD Vol. IV Page C-III-1

Depth to Water Table (feet)	Water Storage (inches)
1	0.45
2	1.88
3	4.95
4	8.18

Average Pervious Grade (Elev.): 15.63
 Depth to Water Table: 7.13 ft
 Soil Storage at Average Depth (S_S): 8.18 inches

Weighted S value:

= S_S x % Pervious

= 8.18 x 0.267

= **2.18 inches**

Rainfalls

From Figure C-9, 100-Year 3-day Storm = 16.20 inches

From Figure C-8, 25-Year 3-day Storm = 12.30 inches

From Figure C-1, 5-Year 1-hour Storm = 3.20 inches

From LWB Eng, 3-Year 1-hour Storm = 2.60 inches

Results from Flood Routings (zero discharge analysis)

100-Year 3-Day

$$\begin{aligned} \text{Runoff (Q)} &= (P - 0.2S)^2 / (P + 0.8S) \\ &= (16.2 - (0.2 \times 2.18))^2 / (16.2 + (0.8 \times 2.18)) \\ &= 13.85 \text{ inches of total runoff} \\ \text{Runoff Volume} &= Q * \text{Project Area} \\ &= 13.85 \times 0.643 = 8.91 \text{ acre-inches} = 0.74 \text{ acre-ft.} \end{aligned}$$

25-Year 3-Day

$$\begin{aligned} \text{Runoff (Q)} &= (P - 0.2S)^2 / (P + 0.8S) \\ &= (12.3 - (0.2 \times 2.18))^2 / (12.3 + (0.8 \times 2.18)) \\ &= 10.02 \text{ inches of total runoff} \\ \text{Runoff Volume} &= Q * \text{Project Area} \\ &= 10.02 \times 0.643 = 6.44 \text{ acre-inches} = 0.54 \text{ acre-ft.} \end{aligned}$$

5-Year 1-Hour

$$\begin{aligned} \text{Runoff (Q)} &= (P - 0.2S)^2 / (P + 0.8S) \\ &= (3.2 - (0.2 \times 2.18))^2 / (3.2 + (0.8 \times 2.18)) \\ &= 1.55 \text{ inches of total runoff} \\ \text{Runoff Volume} &= Q * \text{Project Area} \\ &= 1.55 \times 0.643 = 1.00 \text{ acre-inches} = 0.08 \text{ acre-ft.} \end{aligned}$$

3-Year 1-Hour

$$\begin{aligned} \text{Runoff (Q)} &= (P - 0.2S)^2 / (P + 0.8S) \\ &= (2.6 - (0.2 \times 2.18))^2 / (2.6 + (0.8 \times 2.18)) \\ &= 1.08 \text{ inches of total runoff} \\ \text{Runoff Volume} &= Q * \text{Project Area} \\ &= 1.08 \times = 0.69 \text{ acre-inches} = 0.06 \text{ acre-ft.} \end{aligned}$$

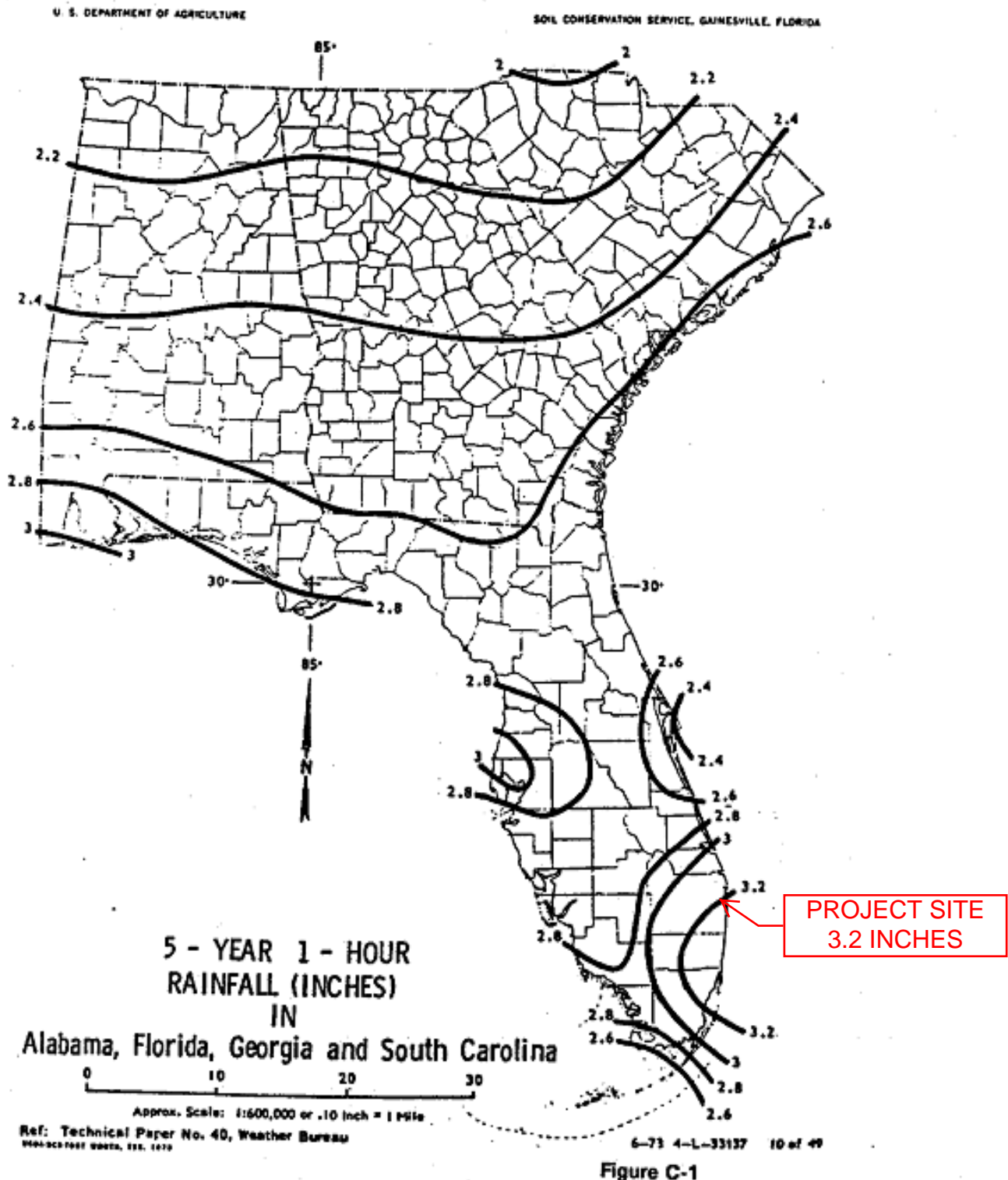
Maximum Stage for 100-Year 3-Day Storm (no discharge) **16.46** NAVD

Maximum Stage for 25-Year 3-Day Storm (no discharge) **15.88** NAVD

Maximum Stage for 5-Year 1-Hour Storm (no discharge) **9.05** NAVD

Maximum Stage for 3-Year 1-Hour Storm (no discharge) **8.89** NAVD

Appendix C: Isohyetal Maps
from SFWMD Technical Memorandum, *Frequency Analysis of One and Three Day
Rainfall Maxima for central and southern Florida, Paul Trimble, October 1990.*



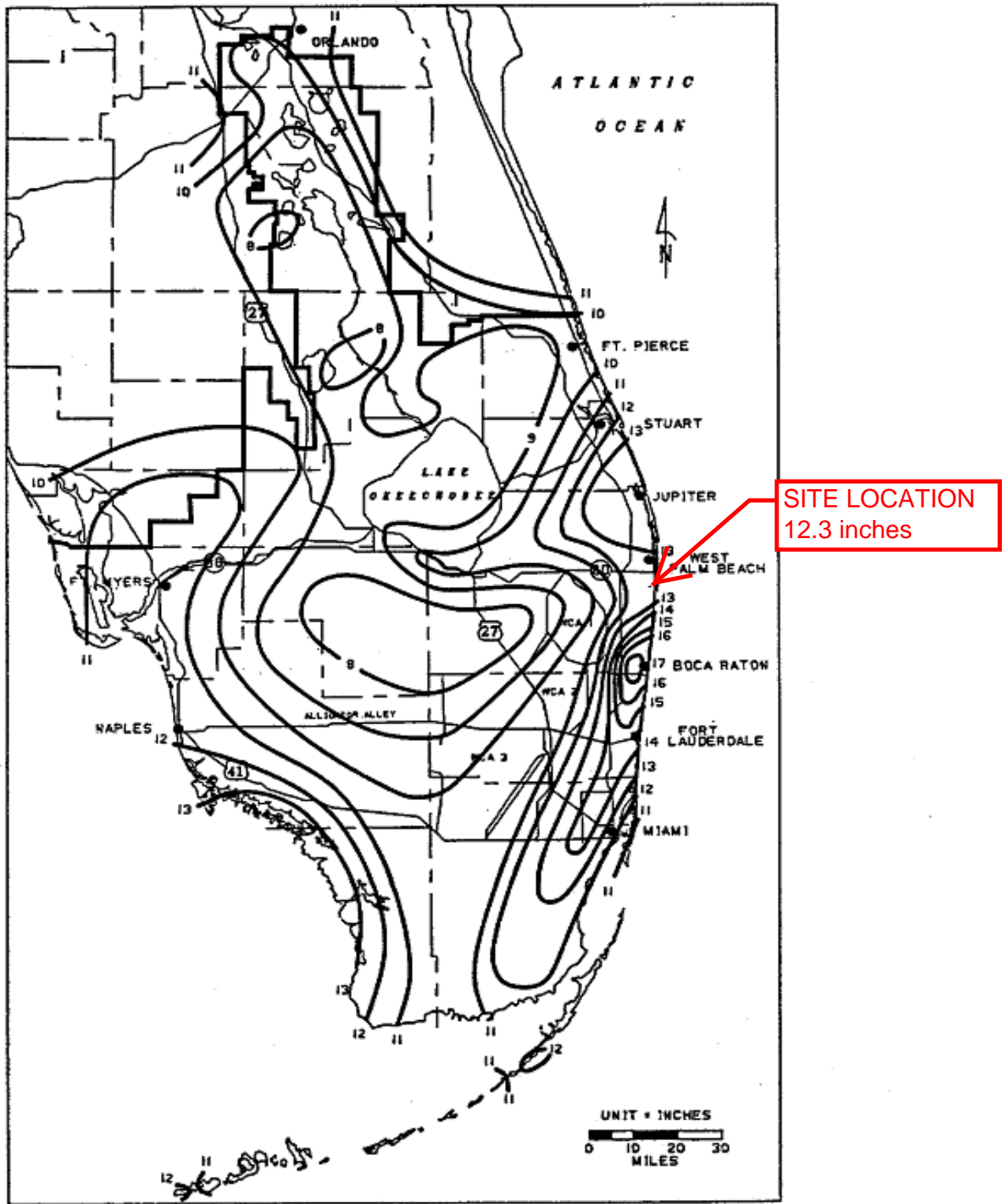


FIGURE C-8. 3-DAY RAINFALL: 25-YEAR RETURN PERIOD

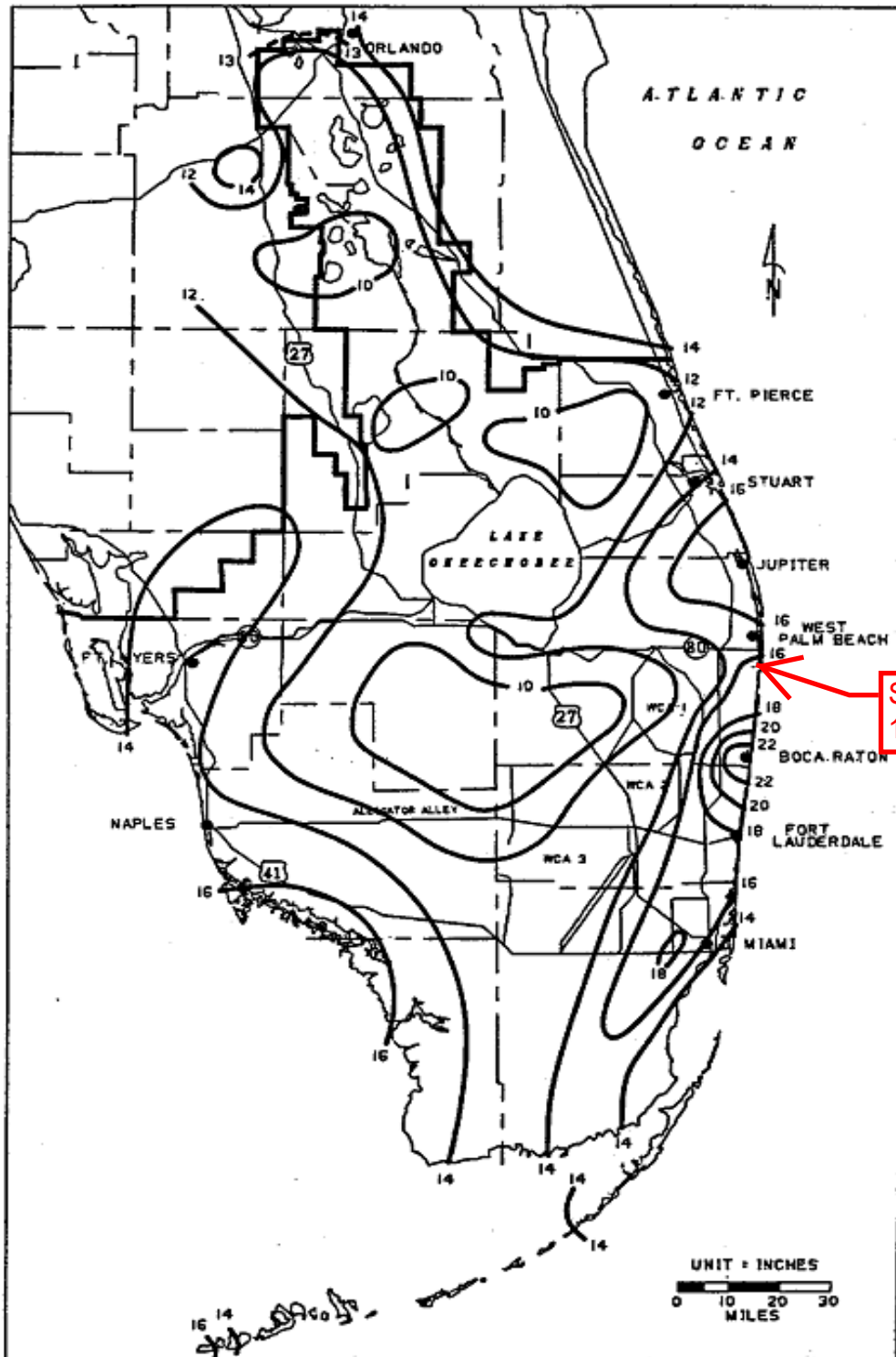
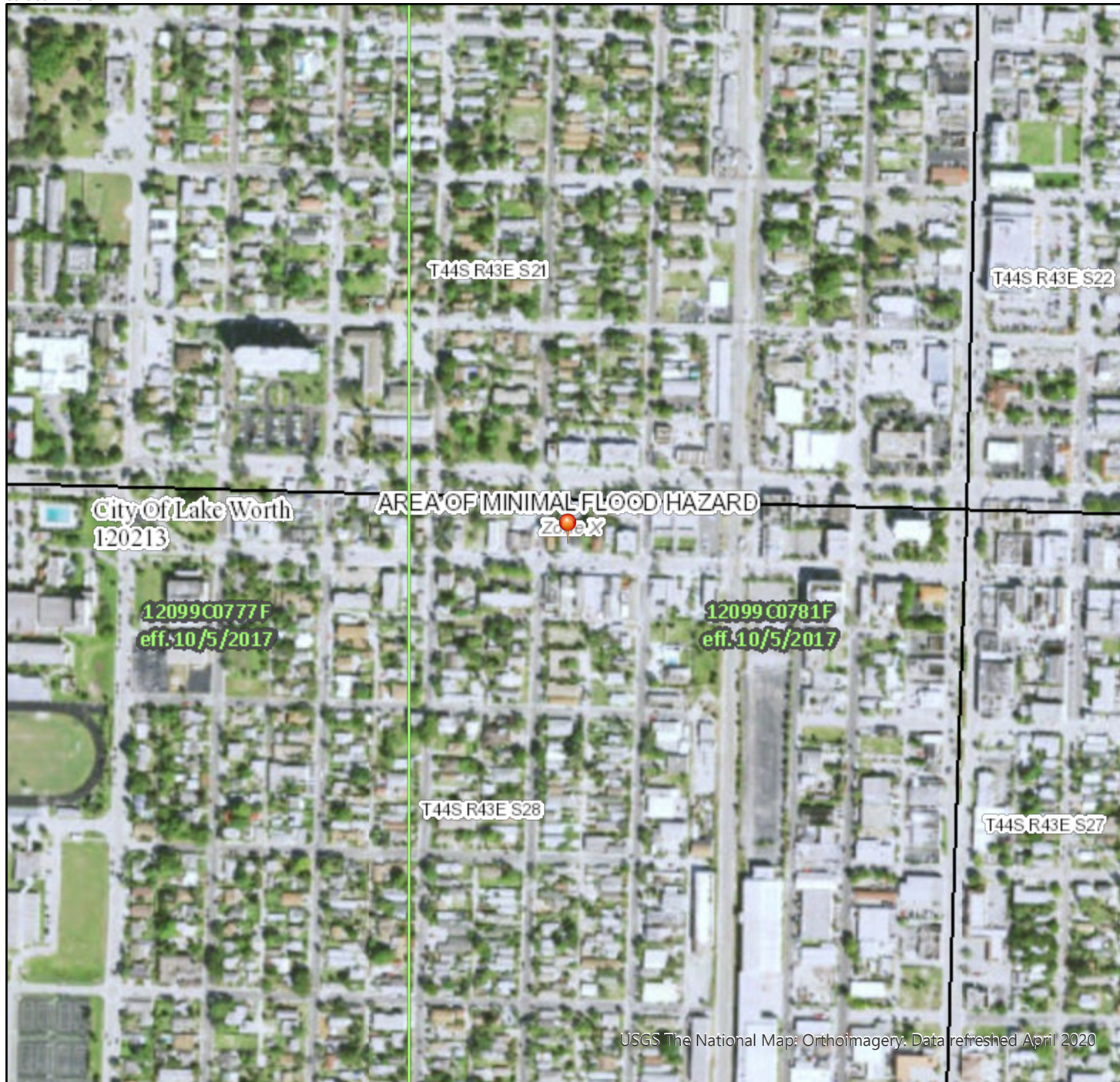


FIGURE C-9. 3-DAY RAINFALL: 100-YEAR RETURN PERIOD

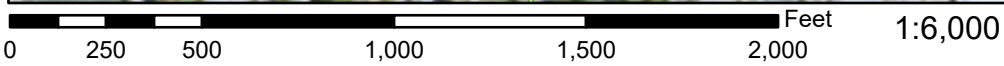
National Flood Hazard Layer FIRMMette



80°3'58"W 26°37'14"N



USGS The National Map: Orthoimagery. Data refreshed April 2020



80°3'21"W 26°36'42"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

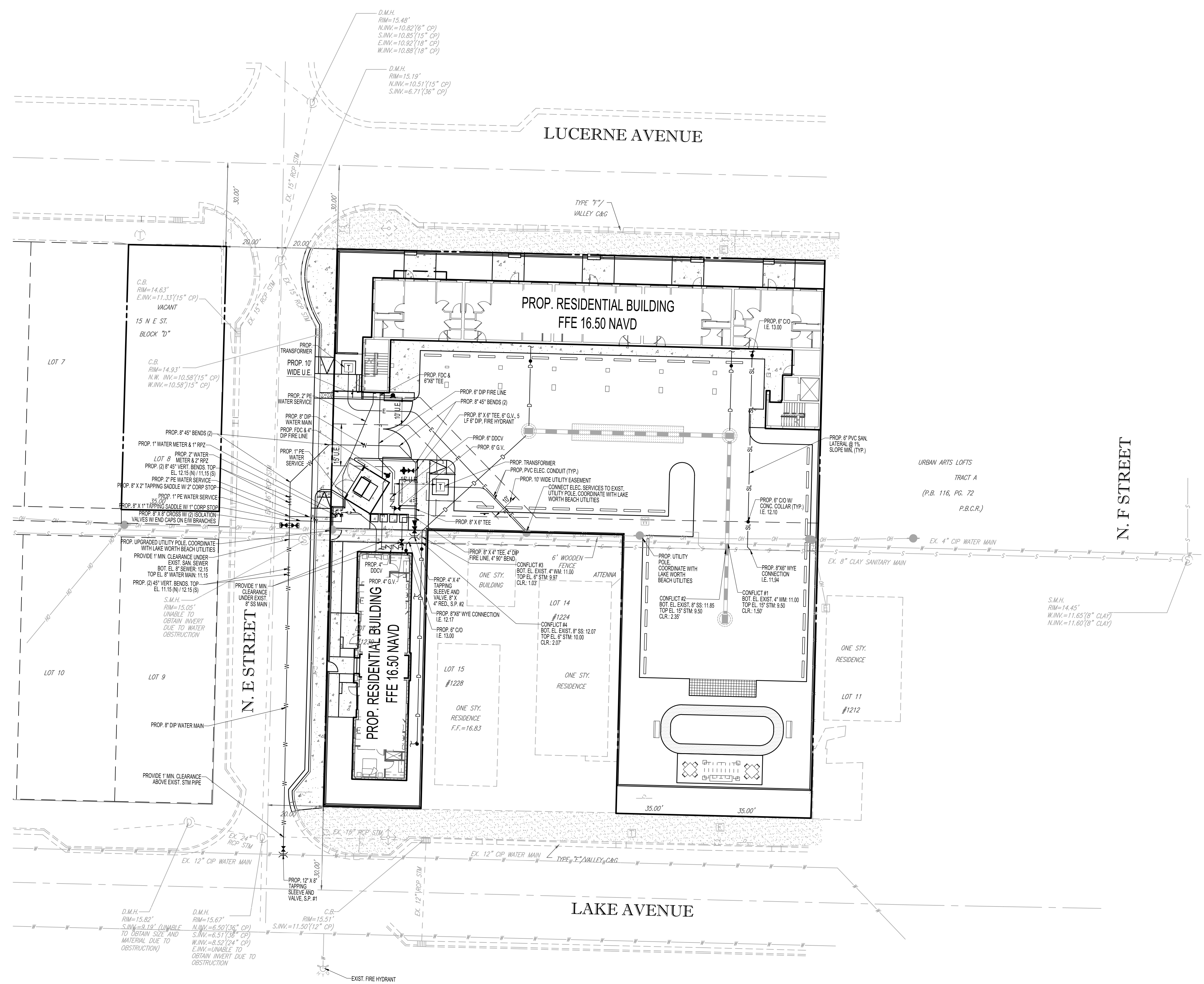
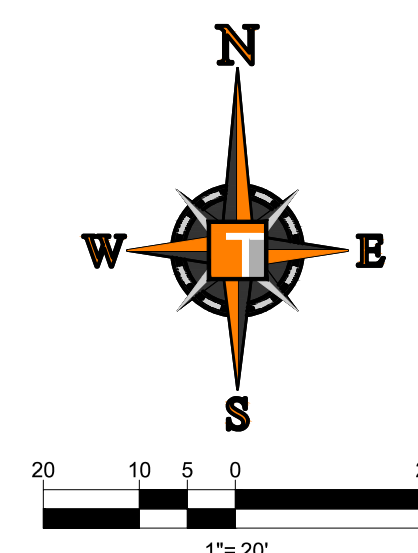


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/4/2020 at 1:59 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
---	SANITARY SEWER LATERAL	---
---	UNDERGROUND WATER LINE	---
---	UNDERGROUND ELECTRIC LINE	---
---	UNDERGROUND FIRE LINE	---
---	UNDERGROUND GAS LINE	---
---	OVERHEAD WIRE	---
---	UNDERGROUND TELEPHONE LINE	---
---	UNDERGROUND CABLE LINE	---
---	STORM SEWER	---
---	SANITARY SEWER MAIN	---
+	HYDRANT	+
⊙	SANITARY MANHOLE	⊙
⊙	STORM MANHOLE	⊙
⊙	CATCH BASIN	⊙
⊙	YARD INLET	⊙
⊙	WATER VALVE	⊙
⊙	BACKFLOW PREVENTER	⊙
⊙	WATER METER	⊙
⊙	CLEAN OUT	⊙

- NOTES**
- CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL EXISTING SITE IMPROVEMENTS AND UTILITIES. ALL DISCREPANCIES SHALL BE IDENTIFIED TO THE ENGINEER IN WRITING.
 - ALL EXISTING UTILITIES SHALL BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH CITY OF LAKE WORTH BEACH AND LOCAL UTILITY COMPANY REQUIREMENTS.
 - ALL DEMOLITION DEBRIS TO BE REMOVED BY CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.
 - ALL HYDRANTS SHALL FALL WITHIN 4' OF THE CURB.
 - MINIMUM 7.5' CLEARANCE AROUND THE HYDRANT CIRCUMFERENCE. THE 4 1/2" CAP SHALL FACE THE ROADWAY.
 - ALL FIRE HYDRANTS SHOULD HAVE BLUE REFLECTIVE MARKERS.
 - WATER SHALL BE ON SITE BEFORE CONSTRUCTION BEGINS.
 - CLEAN OUTS INSTALLED IN ASPHALT MUST BE INSTALLED IN A CITY BOX MARKED SEWER.
 - ANY TREES OR SHRUBS PLACED WITHIN WATER, SEWER OR DRAINAGE EASEMENTS SHALL CONFORM TO THE CITY REQUIREMENTS.
 - NO PROPOSED IMPROVEMENTS, BUILDINGS OR ANY KIND OF CONSTRUCTION CAN BE PLACED ON OR WITHIN ANY WATER, SEWER OR DRAINAGE EASEMENTS, UNLESS APPROVED BY THE CITY ENGINEER.
 - NO PROPOSED STRUCTURES SHALL BE INSTALLED WITHIN A HORIZONTAL DISTANCE OF 10-FEET FROM ANY EXISTING OR PROPOSED WATER, SEWER OR DRAINAGE FACILITIES, UNLESS APPROVED BY THE CITY ENGINEER.
 - WATER METER SIZES SHALL BE DESIGNED BY ENGINEER OF RECORD AND SHALL BE CHECKED AND AUTHORIZED BY CITY UTILITIES DIVISION.
 - ALL NEW CONNECTIONS TO THE EXISTING WATER MAIN SHALL BE CUT-IN.

DATUM NOTE:
ELEVATIONS SHOWN HEREON ARE IN FEET AND BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

THOMAS ENGINEERING GROUP
 CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
 6300 NW 31ST AVENUE
 FORT LAUDERDALE, FL 33309
 PH: (954) 202-7000
 FX: (954) 202-7070
 www.ThomasEngineeringGroup.com

REVISIONS

REV.	DATE	COMMENT	BY

811 KNOW WHAT'S BELOW
 ALWAYS CALL 811 BEFORE YOU DIG
 It's fast. It's free. It's the law.
 www.callsunshine.com

SITE PLAN SUBMITTAL

PROJECT No.: F200053
 DRAWN BY: JFV
 CHECKED BY: MTK
 DATE: 07-24-2020
 CAD I.D.: F200053 UTILITY PLAN

VILLAGE FLATS
 FOR
INHABIT LAKE WORTH BEACH, LLC
 LAKE WORTH BEACH, FL

THOMAS ENGINEERING GROUP
 6300 NW 31ST AVENUE
 FORT LAUDERDALE, FL 33309
 PH: (954) 202-7000
 FX: (954) 202-7070
 www.ThomasEngineeringGroup.com

MAXWELL T. KAPLAN
 PROFESSIONAL ENGINEER
 FLORIDA LICENSE No. 83366

September 21, 2020
 FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:
PRELIMINARY UTILITY PLAN

SHEET NUMBER:
C-02

October 20, 2020 Resubmission and Revised Plans

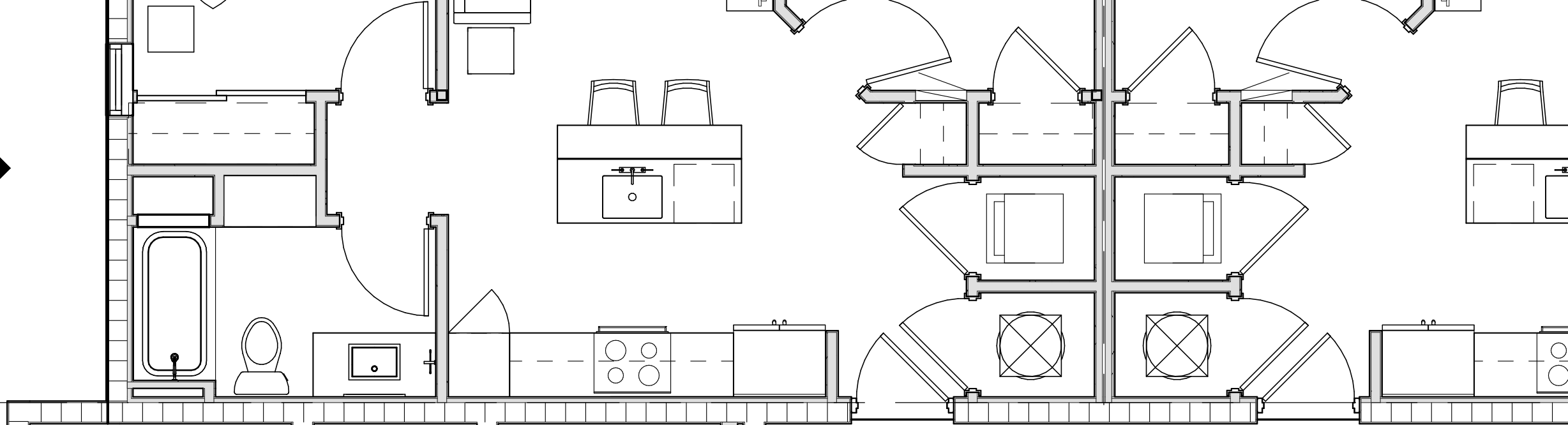
Mailroom

Sign Plan

Renderings

2
A3A1.2

2

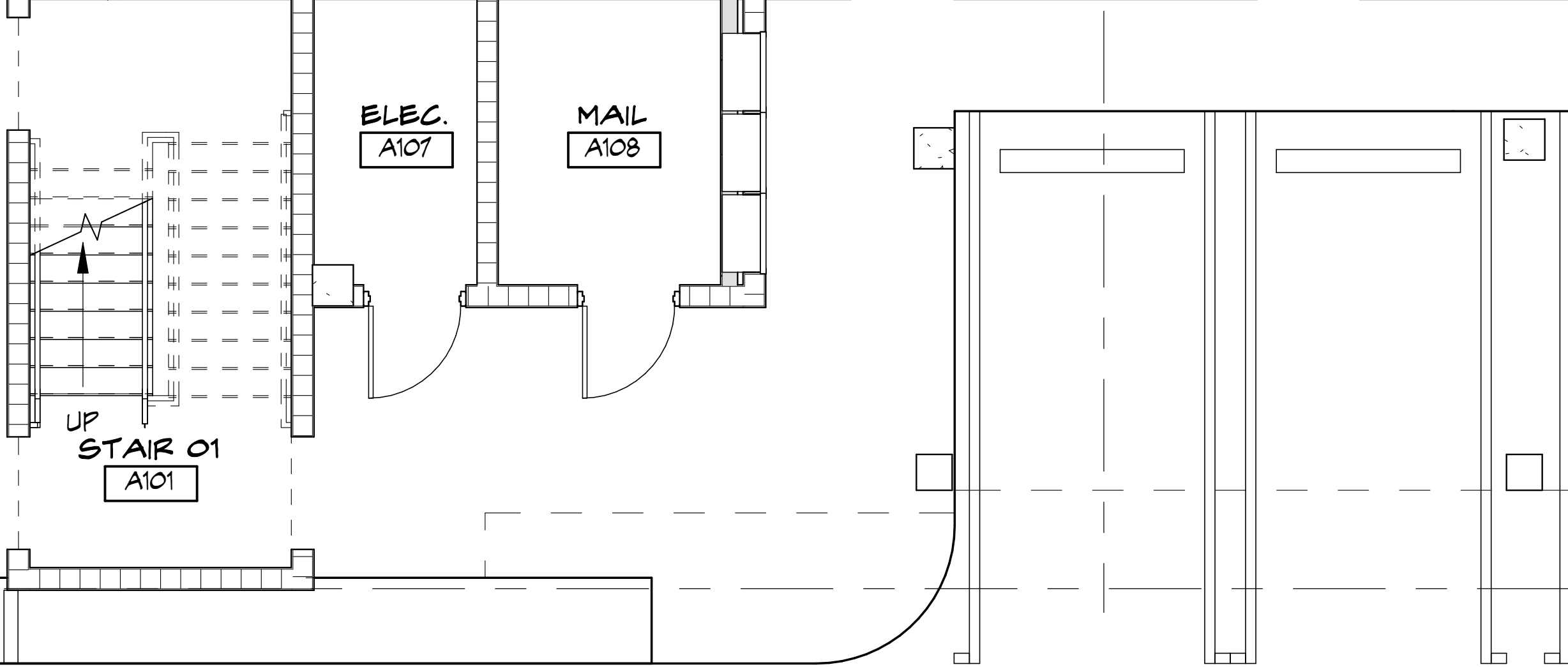


ELEC.
A107

MAIL
A108

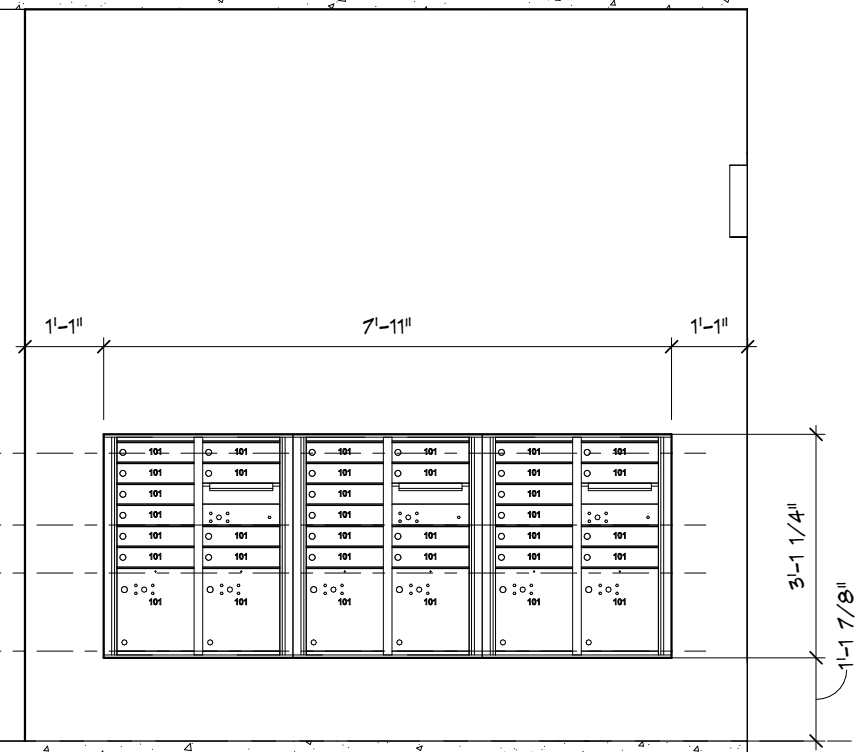
UP
STAIR 01
A101

3



10'-8"
2ND FL. FIN.

48" MAX ADA HEIGHT
36" MIN USPS ACCESS
28" MIN TENANT MAILBOX
15" MIN TENANT PARCEL BOX



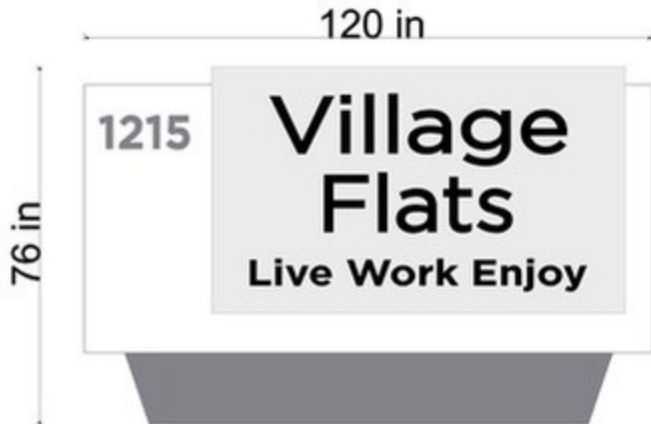
0'-0"
1ST FL. FIN.

1 MAILBOX PER UNIT = 30 MAILBOXES REQUIRED
1:5 PARCEL BOXES PER UNIT = 6 PARCEL BOXES REQUIRED

PROVIDED:
30 MAILBOXES
6 PARCEL BOXES



MONUMENT SIGN



**NON-ILLUMINATED MONUMENT SIGN
SINGLE SIDED - NORTH ELEVATION**

4
4

Prepared By:
Signarama
2005 E. Congress Ave
Bellaire, TX

Project:
Date:
Approved:
Date:
Site:
10.11.2020

VILLAGE FLATS

Lucerne Ave & E Steet
Lake Worth, FL

Builder
InHabit Property Group

PROPOSED SIGN PLAN VILLAGE FLATS

NORTH ELEVATION



A TENANT SIGNAGE

B WAYFINDING SIGNAGE

C MONUMENT SIGN

1
of 4

Prepared By:
Signarama
2000 E. Congress Ave
Delray Beach, FL

Design:
Dave S.
Approved By:
Dave S.
Date:
10.11.2020

VILLAGE FLATS

Lucerne Ave & E Steet
Lake Worth, FL

Builder
InHabit Property Group

A TENANT SIGNAGE



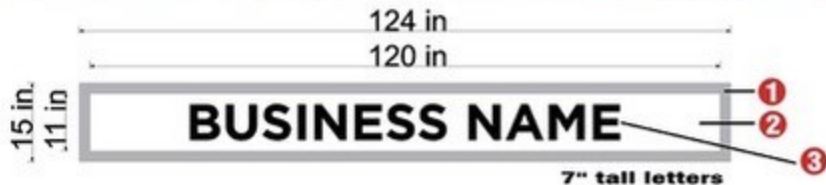
Colors & Finishes

ALL FINISHES - MATHEWS ACRYLIC POLYURETHANE

- 1 ● GREY TO MATCH BUILDING
- 2 ○ WHITE
- 3 ● BLACK

Construction Specifications

- 1 RAISED 2"x2" ALUMINUM FRAME
WELDED CONSTRUCTION
- 2 1/8" THICK ALUMINUM BACKER PANEL
- 3 1/4" THICK ALUMINUM LETTERS



2
4

Prepared By:
Signarama
200 E. Congress Ave
Delray Beach, FL

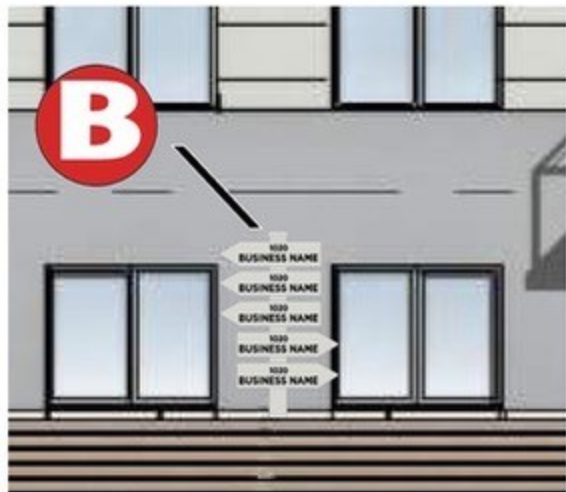
Design:
Dave S.
Approved:
Dave S.
Date:
11.11.2019

VILLAGE FLATS

Lucerne Ave & E Steet
Lake Worth, FL

Builder
InHabit Property Group

B WAYFINDING SIGNAGE



Colors & Finishes

- 1 GREY TO MATCH BUILDING
MATHews ACRYLIC POLYURETHANE
- 2 GREY TO MATCH BUILDING
MATHews ACRYLIC POLYURETHANE
- 3 BLACK

Construction Specifications

- 1 6" x 6" ALUMINUM POLE WITH
FINAL CAP
- 2 1/4" THICK ALUMINUM PANEL WELDED TO POLE
- 3 BLACK CUT VINYL LETTERS
- 4 POLE INSTALLED IN CONCRETE FOOTING

3
of 4

Prepared By:
Signarama
A Division of Sign-A-Rama, Inc.
2901 S. Congress Ave
Delray Beach, FL

Design:
Dave S.
Approved:
Dave S.
Date:
10.13.2020

VILLAGE FLATS

Lucerne Ave & E Steet
Lake Worth, FL

Builder
InHabit Property Group



intermex







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: Village Flats
- b. Project Location / Address: See Exhibit "A"
- c. Legal Description: See Exhibit "B"
- d. Property Control Number (PCN): 38-43-44- See Exhibit "A"
- e. Zoning: Existing: Mixed-Use East Proposed: N/A
- f. Future Land Use: Existing: Mixed-Use East Proposed: N/A
- g. Proposed Use: Residential; Units 41 Commercial; _____ S.F. Industrial; _____ S.F.
- h. Total Estimated Project Cost: TBD
- i. Description of Work: Construction of 41 residential units in two phases. Phase 1 is 30 units in two buildings, and Phase 2 is 11 units in two buildings

3. Contact Information

- a. Project Manager / Contact Person: Corey W. O'Gorman/Jeff Costello
Company: PLACE Planning & Design, Inc. / JC Planning Solutions LLC
Address: 700 US Highway One, Suite C City: North Palm Beach St: FL Zip: 33408
Phone Number: 561-801-2461 / 561-573-1486 E-Mail Address: corey@placepnd.com / jcostello@jcplanningsolutions.com
- b. Applicant Name (if different from Project Manager): Mr. Timothy J. Carey
Company: InHabit Property Group
Address: 2200 Butts Road, Suite 300 City: Boca Raton St: FL Zip: 33431
Phone Number: (561) 488-5117 E-Mail Address: tjcarey227@gmail.com
- c. Owner Name: Ms. Joan Oliva, Executive Director
Company: Lake Worth Beach CRA
Address: 1121 Lucerne Avenue City: Lake Worth Beach St: FL Zip: 33460
Phone Number: (561) 493-2550 E-Mail Address: joliva@lakeworthbeachfl.gov

4. Owner's Consent

Ms Joan Oliva, Executive Director, Lake Worth Beach CRA (Owner) certifies that it is the owner of the property located at See Exhibit "B" ("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, Mr. Corey W. O'Gorman, AICP as agent, to file this application and to represent Owner at any and all meetings and hearings required for the approval of this application

Owner's Signature * [Signature] Date: 7-9-20

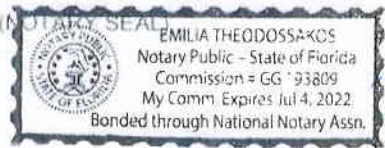
Name/Title of Signatory Ms. Joan Oliva, Executive Director, Lake Worth Beach CRA

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 9 day of July, 2020 by JOAN OLIVA

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) EMILIA THEODOSSAKOS (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 Lake Worth Residential Submittal Date 7/31/2020

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

Corey W. O'Gorman, AICP (Name - type, stamp, or print clearly)

[Signature] (Signature)

PLACE Planning & Design (Name of Firm)

700 US Highway One, Suite C, North Palm Beach, FL 33408 (Address, City, State, Zip)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 30 day of July, 2020 by Corey O'Gorman

who is personally known to me or who produced a [Signature] as identification. He/she did not take an oath

(NOTARY SEAL)



[Signature] (Signature of Notary Public) Christina MacMullen (Name of Notary)

EXHIBIT "A"
VILLAGE FLATS

ADDRESSES & PROPERTY CONTROL NUMBERS

Addresses **Property Control Numbers**

Phase I

1207 Lucerne Avenue -	38434421155050050
1209 Lucerne Avenue -	38434421155050040
1211 Lucerne Avenue -	38434421155050030
1213 Lucerne Avenue -	38434421155050020
1215 Lucerne Avenue -	38434421155050010
1216 Lake Avenue -	38434421155050120
1220 Lake Avenue -	38434421155050130
1230 Lake Avenue -	38434421155050160

Phase II

1401 Lucerne Avenue	38434421155030050
1310 Lake Avenue	38434421155040130

EXHIBIT "B"
VILLAGE FLATS
LEGAL DESCRIPTION

PHASE I

LOT 1 THROUGH 5 BLOCK E, THE PALM BEACH FARMS CO., PLAT NO. 2, THE TOWNSITE OF LUCERNE (NOW LAKE WORTH), ACCORDING TO THE PLAT THEREOF, RECORDED IN PI_AT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

LOT 12 AND 13, BLOCK E, THE PALM BEACH FARMS CO., PLAT NO.2, THE TOWNSITE OF LUCERNE (NOW LAKE WORTH), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

LOT 16, BLOCK E, THE PALM BEACH FARMS CO., PLAT NO. 2, THE TOWNSITE OF LUCERNE (NOW LAKE WORTH), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PHASE II

LOT 5, BLOCK C, OF THE PALM BEACH FARMS COMPANY PLAT NO. 2, THE TOWNSITE OF LUCERNE N/K/A LAKE WORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (LESS THE SOUTH 5 FEET THEREOF)

LOT 6, LESS THE SOUTH 5 FEET THEREOF; AND THE NORTH 65 FEET OF LOTS 7 AND 8, BLOCK C, OF THE PALM BEACH FARMS COMPANY PLAT NO.2, THE TOWNSITE OF LUCERNE N/K/A LAKE WORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE NORTH 30 FEET OF THE SOUTH 35 FEET OF LOTS 7 AND 8, BLOCK C, OF TOWNSITE OF LUCERNE N/K/A LAKE WORTH, THE PALM BEACH FARMS COMPANY PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOTS 13 AND 14, LESS THE NORTH 5 FEET, BLOCK D, PALM BEACH FARMS COMPANY PLAT 2, TOWNSITE OF LUCERNE, (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

Sign Posting Agreement



This form is required for all Historic Applications and Public Hearing Items.

1. Applicant: Corey W. O'Gorman, PLACE Planning & Design, Inc.
2. Property Owner: Lake Worth Beach CRA
3. Contact Phone Number: 561-801-2461
4. Property Location: 1207-1215 Lucerne Ave and 1216, 20 & 30 Lake Ave
5. I, Corey W. O'Gorman, hereby affirm that I will post the notification sign(s) provided to me

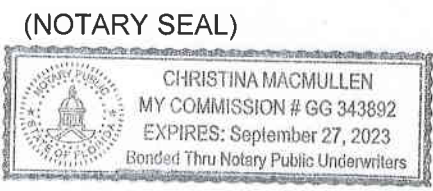
for a minimum of ten calendar days before the scheduled date of the hearing of Planning and Zoning Case No. TBD

Signature: *Corey W. O'Gorman* Date: 7/30/2020

Name/Title of Signatory: Corey W. O'Gorman, President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 30 day of July 2020, by Corey O'Gorman who is personally known to me or who produced a _____ as identification. He/she did not take an oath.



Christina MacMullen
Signature of Notary Public
Christina MacMullen
Name of Notary

Prepared by and return to:
WYANT-CORTEZ & CORTEZ, CHARTERED
840 US Highway One, Suite 345
North Palm Beach, FL 33408-3834
561-627-0009

Consideration: **\$235,000.00**
Parcel Identification No. **38-43-44-21-15-505-0050**

[Space Above This Line For Recording Data]

WARRANTY DEED

This Indenture delivered this 25th day of January, 2018, between Sparrow Properties, LLC, a Florida limited liability company, whose post office address is 308 Winters Street, West Palm Beach, FL 33405 of the County of Palm Beach, State of Florida, hereinafter called the Grantor*, and Lake Worth Community Redevelopment Agency, a Florida public agency, created pursuant to Chapter 163, F.S., whose post office address is 1121 Lucerne Ave, Lake Worth, FL 33460 of the County of Palm Beach, State of Florida, hereinafter called the Grantee*.

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Lot 5, Block E, PALM BEACH FARMS CO. PLAT NO. 2, TOWNSITE OF LUCERNE (n/k/a Lake Worth) according to the map or plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

Subject to taxes for 2018 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, not reimposed by reference thereto.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.


Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

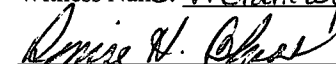
To Have and to Hold, the same in fee simple forever.

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; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

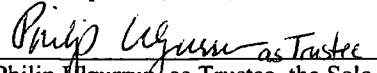
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year written.

Signed, sealed and delivered in our presence:


Witness Name: V. Claire Wyant-Cortez


Witness Name: DENISE H. BLASE

Sparrow Properties, LLC, a Florida limited liability company

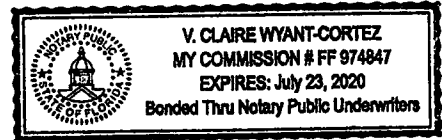
By:  as Trustee Date: 1/23/18
Philip Izurrum as Trustee, the Sole Managing Member

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 23rd day of January, 2018, by Philip Ulzurrun, as Trustee, the Sole Managing Member of Sparrow Properties, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced a Florida driver's license as identification.

[Notary Seal]

V. Claire Wyant-Cortez
Notary Public
Printed Name: V. Claire Wyant-Cortez
My Commission Expires: 7/23/2020



This is not a certified copy



CFN 20100345367
 OR BK 24076 PG 1910
 RECORDED 09/15/2010 16:02:40
 Palm Beach County, Florida
 ANT 55,440.00
 Doc Stamp 388.50
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1910 - 1911; (2pgs)

This is Not a Public Record

PREPARED BY AND RETURN TO:
 Keith C. Austin, Jr., Esquire
 COE, BROBERG & AUSTIN, LLP
 223 Peruvian Avenue
 Palm Beach, Florida 33480
 (561) 655-5166

Property Control No.: 38-43-44-21-15-505-0040
 Property Address: 1209 Lucerne Avenue, Lake Worth, Florida 33460

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 15th day of September, 2010, by Tiger Investment Group, Inc., a Florida corporation, and having its principal place of business at 10151 Deerwood Park Boulevard, Building 100, Suite 410, Jacksonville, Florida 32256, hereinafter called the grantor, to Lake Worth Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, Florida Statutes, whose address is 29 South J Street, Lake Worth, Florida 3360, 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 \$10.00 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, Florida, viz:

Lot 4, Block E, THE PALM BEACH FARMS CO., PLAT NO. 2, THE TOWNSITE OF LUCERNE (NOW LAKE WORTH), according to the Plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

SUBJECT TO conditions, restrictions, easements, limitations and zoning ordinances of record, if any.

Special Warranty Deed, Page 1 of 2
 Property Control # 38-43-44-21-15-505-0040
 1209 Lucerne Avenue, Lake Worth, FL 33460

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; that the grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Tiger Investment Group, Inc., a Florida corporation

Joyce Duthrie
Joyce Duthrie
(Print Name)

By: Michelle Bushway
Michelle Bushway, Vice President

Marie M. Vucorich
Marie M. Vucorich
(Print Name)

8200 66th Street North
Pinellas Park, Florida 33781

STATE OF FLORIDA

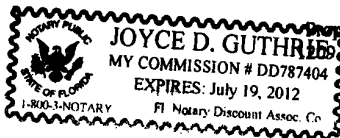
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Michelle Bushway, well known to me to be a Vice President of Tiger Investment Group, Inc., a Florida corporation, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said Bank. I relied upon the following form(s) of identification of the above-named person(s): (Florida Driver's License(s) personally known), and that an oath (was) not taken.

WITNESS my hand and official seal in the County and State last aforesaid, this 10th day of September, 2010.

My Commission Expires:

Joyce Duthrie
Notary Public



Special Warranty Deed, Page 2 of 2
Property Control # 38-43-44-21-15-505-0040
2urcerne Avenue, Lake Worth, FL 33460



CFN 20180006490

DR BK 29570 PG 0540

RECORDED 01/04/2018 17:02:42

AMT 249,000.00

Doc Stamp 1,743.00

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pg 0540; (1pg)

THIS INSTRUMENT PREPARED BY AND RETURN TO:
WILL CALL BOX NO. 4
BOULEVARD TITLE COMPANY
685 ROYAL PALM BEACH BLVD., SUITE 101
ROYAL PALM BEACH, FLORIDA 33411

Property Appraisers Parcel Identification (Folio) Number: 38-43-44-21-15-505-0030

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made this 26 day of **December, 2017** by **TRIPP D. CIOCI and JENNIFER R. MARCHAL-CIOCI, HUSBAND AND WIFE**, whose post office address is **2217 COLLIER AVENUE, LAKE WORTH, FL 33461**, hereinafter called the Grantor(s) to:

THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY, A FLORIDA PUBLIC AGENCY, whose post office address is **1121 LUCERNE AVENUE, LAKE WORTH, FL 33460**, hereinafter called the Grantee(s)

(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.:

LOT 3, BLOCK E, THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSITE OF LUCERNE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

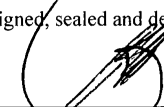
TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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, 2017.

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:



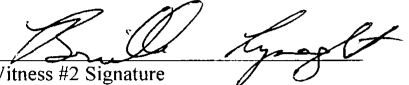
Witness #1 Signature



TRIPP D. CIOCI

BRUCE K. GREENFIELD

Witness #1 Printed Name



Witness #2 Signature



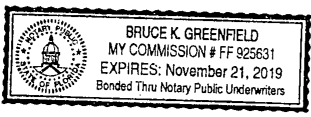
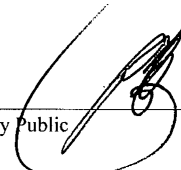
JENNIFER R. MARCHAL-CIOCI

Brielle Lysaght

Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26 day of **December, 2017** by **TRIPP D. CIOCI and JENNIFER R. MARCHAL-CIOCI**, who () are personally known to me or who (/) have produced Florida Driver's Licenses as identification.

SEAL  

Notary Public

My Commission Expires:

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Leslie Robert Evans, Esq.
Leslie Robert Evans & Associates, P.A.
214 Brazilian Avenue, Suite 200
Palm Beach, Florida 33480
Our File No.: **4003.166**

CFN (Folio) Number: 38-43-44-21-15-505-0020

Consideration: **\$260,000.00**

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 3rd day of October, 2017 by **Lucerne 1213, LLC**, a Florida Limited Liability Company, whose post office address is 4371 Northlake Blvd., Suite 305, Palm Beach Gardens, FL 33140 herein called the Grantor, to **The Lake Worth Community Redevelopment Agency**, a Florida Public Agency, whose post office address is 29 South J Street, Lake Worth, FL 33460, 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.:

Lot 2, Block "E", THE PALM BEACH FARMS CO, Plat No. 2 Townsite of Lucerne (NKA Lake Worth), According to the plat thereof on file in the office of the clerk of the circuit court in and for Palm Beach County, Florida recorded in Plat Book 2, Pages 29 through 40

Subject to easements, restrictions and reservations of record and taxes for the year 2017 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, 2016.

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:

Melissa De Tomasso
Witness #1 Signature

Melissa De Tomasso
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Jason Evans
Witness #2 Printed Name

**Lucerne 1213, LLC, a Florida Limited Liability Company
By Custom Management, LLC, Its Manager**

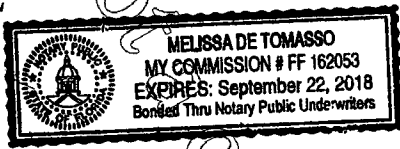
[Signature]
By: Ilia Mogilevsky, Its Manager

Warranty Deed
File No.: 4003.166
Page 2

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 3rd day of October, 2017, by Ilia Mogilevsky as Manager of Custom Management, LLC as Manager of Lucerne 1213, LLC, a Florida Limited Liability Company who is personally known to me or has produced FL Drivers License as identification and did did not take an oath.

SEAL



Melissa De Tomasso
Notary Public

Melissa De Tomasso
Printed Notary Name

My commission expires:

certified copy



CFN 20110444059
 OR BK 24878 PG 0904
 RECORDED 11/30/2011 15:41:27
 Palm Beach County, Florida
 AMT 43,560.00
 Doc Stamp 305.20
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0904 - 905; (2pgs)

This is a
 2011
 11/30/2011

PREPARED BY AND RETURN TO:

Keith C. Austin, Jr., Esquire
 COE, BROBERG & AUSTIN, LLP
 223 Peruvian Avenue
 Palm Beach, Florida 33480
 (561) 655-5166

Property Control No.: 38-43-44-21-15-505-0010
 Property Address: 1215 Lucerne Avenue, Lake Worth, Florida 33460

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 30th day of November, 2011, by Tiger Investment Group, Inc., a Florida corporation, and having its principal place of business at 10151 Deerwood Park Boulevard, Building 100, Suite 410, Jacksonville, Florida 32256, hereinafter called the grantor, to Lake Worth Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, Florida Statutes, whose address is 29 South J Street, Lake Worth, Florida 3360, 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 \$10.00 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, Florida, viz:

Lot 1, Block E, THE PALM BEACH FARMS CO., PLAT NO. 2, THE TOWNSITE OF LUCERNE (NOW LAKE WORTH), according to the Plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

SUBJECT TO conditions, restrictions, easements, limitations and zoning ordinances of record, if any.

Special Warranty Deed, Page 1 of 2
 Property Control # 38-43-44-21-15-505-0010
 1215 Lucerne Avenue, Lake Worth, FL 33460

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; that the grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of

Tiger Investment Group, Inc., a Florida corporation

Steve St. Clair
Steve St. Clair
(Print Name)

By: Michelle Bushway
Michelle Bushway, Vice President

Joyce Guthrie
Joyce Guthrie
(Print Name)

8200 66th Street North
Pinellas Park, Florida 33781

STATE OF FLORIDA

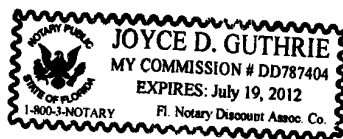
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Michelle Bushway, well known to me to be a Vice President of Tiger Investment Group, Inc., a Florida corporation, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said Bank. I relied upon the following form(s) of identification of the above-named person(s): (Florida Driver's License(s) B200 541 61 7510), and that an oath (was) (was not) taken.

WITNESS my hand and official seal in the County and State last aforesaid, this 28th day of November, 2011.

My Commission Expires:

Joyce Guthrie
Notary Public
Joyce Guthrie



Special Warranty Deed, Page 2 of 2
Property Control # 38-43-44-21-15-505-0010
1215 Lucerne Avenue, Lake Worth, FL 33460

This Instrument was Prepared By and Return to:
David N. Tolces, Esquire
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Property Identification No.: 38-43-44-21-15-505-0120

WARRANTY DEED

THIS INDENTURE, made on this 6th day of November, 2017 by and between **David P. Lovelace and Susan Janet Lovelace, husband and wife**, hereinafter referred to as "Grantor" and **Lake Worth Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, F.S.**, whose post office address 1121 Lucerne Avenue, Lake Worth, FL 33460, hereinafter referred to as "Grantee."

WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in PALM BEACH County, Florida, to wit:

Lot 12, Block E, The Palm Beach Farms Co. Plat No. 2, The Townsite of Lucerne (now known as Lake Worth), according to the Plat thereof, as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

SUBJECT TO: Taxes for the year 2017 and subsequent years, zoning and/or restrictions and prohibitions imposed by governmental authorities, and easements and restrictions and other matters appearing on the plat and/or common to the subdivision.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

And the Grantors state that the above-referenced Property is not their homestead. Grantors, David P. Lovelace and Susan Janet Lovelace reside at 2554 Canterbury Drive South, West Palm Beach, FL 33407.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantors have hereunto set Grantors' hands the day and year first above written.

Signed, sealed and delivered
in our presence:

[Signature]
Name: DAVID N. Lovelace

[Signature]
David P. Lovelace

[Signature]
Name: Susan Janet Lovelace

[Signature]
Susan Janet Lovelace

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me on this 6th day of November, 2017 by David P. Lovelace and Susan Janet Lovelace, husband and wife, who [] are personally known to me or [X] have produced Florida driver's licenses as identification.



[Signature]
NOTARY PUBLIC

CFN 20100314027
OR BK 24029 PG 0502
RECORDED 08/23/2010 16:11:59
Palm Beach County, Florida
AMT 38,000.00
Doc Stamp 266.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0502 - 503; (2pgs)

PREPARED BY AND RETURN TO:

Keith C. Austin, Jr., Esquire
COE, BROBERG & AUSTIN, LLP
223 Peruvian Avenue
Palm Beach, Florida 33480
(561) 655-5166

Property Control No.: 38-43-44-21-15-505-0130
Property Address: 1220 Lake Avenue, Lake Worth, Florida 33460

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 20th day of August, 2010, by Tiger Investment Group, Inc., a Florida corporation, and having its principal place of business at 10151 Deerwood Park Boulevard, Building 100, Suite 410, Jacksonville, Florida 32256, hereinafter called the grantor, to Lake Worth Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, Florida Statutes, whose address is 29 South J Street, Lake Worth, Florida 33460, 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 \$10.00 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, Florida, viz:

Lot 13, Block E, THE PALM BEACH FARMS CO., PLAT NO. 2, THE TOWNSITE OF LUCERNE (NOW LAKE WORTH), according to the Plat thereof, recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

SUBJECT TO conditions, restrictions, easements, limitations and zoning ordinances of record, if any.

Special Warranty Deed, Page 1 of 2
Property Control # 38-43-44-21-15-505-0130
1220 Lake Avenue, Lake Worth, FL 33460

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; that the grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

Tiger Investment Group, Inc., a Florida corporation

Joyce Guthrie
Joyce Guthrie
(Print Name)

By: Michelle Bushway
Michelle Bushway, Vice President

[Signature]
(Print Name)

8200 66th Street North
Pinellas Park, Florida 33781

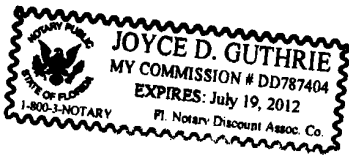
STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Michelle Bushway, well known to me to be a Vice President of Tiger Investment Group, Inc., a Florida corporation, and that she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said Bank. I relied upon the following form(s) of identification of the above-named person(s): (Florida Driver's License(s) B200541617570), and that an oath (was) (was not) taken.

WITNESS my hand and official seal in the County and State last aforesaid, this 19th day of August, 2010.

My Commission Expires:

Joyce Guthrie
Notary Public
Joyce Guthrie



Special Warranty Deed, Page 2 of 2
Property Control # 38-43-44-21-15-505-0130
1220 Lake Avenue, Lake Worth, FL 33460

This Instrument was Prepared By and Return to:
David N. Tolces, Esquire
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

Property Identification No.: 38-43-44-21-15-505-0160

WARRANTY DEED

THIS INDENTURE, made on this 24 day of January, 2018 by and between **Harlan B. Pierce, a single man**, hereinafter referred to as "Grantor" and **Lake Worth Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, F.S.**, whose post office address 1121 Lucerne Avenue, Lake Worth, FL 33460, hereinafter referred to as "Grantee."

WITNESSETH:

That said Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and Grantee's successors and assigns forever, the following described land, situate, lying and being in PALM BEACH County, Florida, to wit:

Lot 16, Block E, The Palm Beach Farms Co. Plat No. 2, The Townsite of Lucerne (now Lake Worth) according to the Plat thereof, as recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

SUBJECT TO: Taxes for the year 2018 and subsequent years, zoning and/or restrictions and prohibitions imposed by governmental authorities, and easements and restrictions and other matters appearing on the plat and/or common to the subdivision.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

And the Grantor states that the above-referenced Property is not his homestead. Grantor, Harlan B. Pierce resides at 8501 SE Boy Scout Road, Tequesta, FL 33469.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantors have hereunto set Grantors' hands the day and year first above written.

Signed, sealed and delivered
in our presence:

11/22/18

[Signature]

Name: Joao Silva

[Signature]

Name: DAVID N. TOLCES

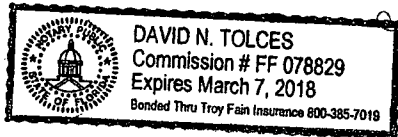
[Signature]

Harlan B. Pierce

Certified Copy

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 24th day of January, 2018 by Harlan B. Pierce, who [] is personally known to me or [X] has produced Florida driver's licenses as identification.



[Signature]

NOTARY PUBLIC

WC 13
MN



CFN 20130033850
CR BK 25736 PG 1947
RECORDED 01/23/2013 13:53:09
Palm Beach County, Florida
AMT 88,000.00
Doc Stamp 616.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1947 - 1950; (4pgs)

2012-07241

This instrument prepared by:
DANIELLE AULD
WATSON TITLE INSURANCE AGENCY INC
1901 W. CYPRESS CREEK ROAD
3RD FLOOR
FT LAUDERDALE, FL 33309

Return to:
DANIELLE AULD
WATSON TITLE INSURANCE AGENCY INC
1901 W. CYPRESS CREEK ROAD
3RD FLOOR
FT LAUDERDALE, FL 33309
WTI 2012-07241

Parcel Identification No. ~~38-43-44-21-15-504-0130~~

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 4th day of December, 2012, by HOMESALES, INC. OF DELAWARE and having its place of business at 7301 BAYMEADOWS WAY, JACKSONVILLE, FL 32256 hereinafter called the "Grantor", to LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY, a Government Entity: 29 SOUTH J STREET, UNIT 1, LAKE WORTH, FL 33460 hereinafter called the "Grantee",

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell unto Grantee, all that certain land situate in PALM BEACH County, Florida, to wit:

See Exhibit A attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT to the matters set forth on Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Exceptions"), provided this shall not serve to reimpose any of the same.

GRANTOR WILL WARRANT and forever defend the right and title to the above-described real property unto the Grantee against the claims of all person, claiming by, through or under Grantor, subject to the Permitted Exceptions. (Wherever used herein the terms "Grantor" and "Grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation.)

DB1/67148262.3

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Witness to sign above
Print Name: Carolyn K. Cloud

[Signature]

Witness to sign above
Print Name: Wendy Evans

HOMESALES, INC. OF DELAWARE

by *[Signature]* 12-4-12

Name: Jill Kelsey
Title: Vice President

(Affix corporate seal)



Florida

STATE OF _____)

COUNTY OF Duval) ss:

The foregoing instrument was acknowledged before me this 4th day of December, 2012, by Jill Kelsey, the Vice President of HOMESALES, INC. OF DELAWARE on behalf of said CORPORATION. She/He [Check one] is personally known to me or _____ has produced _____ as identification.

NOTARY PUBLIC:

Sign: *[Signature]*
Print: Melonye H. Nadeau

My commission expires 8.22.15

(Affix Notarial Stamp or Seal)



EXHIBIT A

JK

LEGAL DESCRIPTION

**LOTS 13 AND 14, LESS THE NORTH 5 FEET, BLOCK D, PALM BEACH FARMS
COMPANY PLAT 2, TOWNSITE OF LUCERNE, (NOW KNOWN AS LAKE WORTH),
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 29
PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

AKA 1310 LAKE AVENUE, LAKE WORTH, FL 33460

This is not a certified copy

EXHIBIT B

[Handwritten mark]

PERMITTED ENCUMBRANCES

This is a

1. The lien of taxes and assessments for the current year and subsequent years;
2. Matters that would be shown by an accurate survey and inspection of the property;
3. All covenants, restrictions, conditions, easements, reservations, rights-of-way, and other matters of record, to the extent valid, subsisting and enforceable;
4. Zoning requirements, statutes, rules, orders, restrictions, regulations and ordinances of governmental agencies or their instrumentalities relating to the property, the buildings located thereon, their construction and uses, in force on the date hereof (if any such exist); and
5. Any licenses, permits, authorizations or similar items (if any) in connection with the conduct of any activity upon the property.

certified copy



CFN 20130525746
 OR BK 26496 PG 1973
 RECORDED 12/10/2013 15:26:41
 Palm Beach County, Florida
 ANT 287,000.00
 Doc Stamp 2,009.00
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1973 - 1976; (4pgs)

Prepared By and Return To:
 J. Richard Harris, Esquire
 Scott, Harris, Bryan, Barra
 & Jorgensen, P.A.
 4400 PGA Boulevard, Suite 800
 Palm Beach Gardens, Florida 33410
 W/C #32 - File #46358

Property Control No. 38-43-44-21-15-503-0050; 38-43-44-21-15-503-0060;
 and 38-43-44-21-15-503-0071

WARRANTY DEED

THIS WARRANTY DEED, made this 5th day of December, 2013,

- between
- (1) **LOIS VANDER WOUDE**, individually and as Trustee of the Lois R. Vander Woude Revocable Trust Agreement dated December 15, 1993 (AS TO PARCELS 1 and 2)
 - (2) **JAMES VANDER WOUDE** and **LOIS VANDER WOUDE**, husband and wife (AS TO PARCEL 3)

hereinafter called the Grantors,

whose mailing address is **1281 Georgia Road
 Franklin, North Carolina 28734-9275**

to **LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public agency created pursuant to Chapter 163, Florida Statutes

hereinafter called the Grantee,

whose mailing address is **29 South J Street
 Lake Worth, Florida 33460-3787**

(Wherever used herein the terms "Grantors" and "Grantee" are used for singular or plural, as context requires and include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and other business entities.)

WITNESSETH, that the said Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in the County of **Palm Beach**, State of Florida, to-wit:

PARCEL 1:

Lot 5, Block C, of **THE PALM BEACH FARMS COMPANY PLAT NO. 2, THE TOWNSITE OF LUCERNE N/K/A LAKE WORTH**, according to the Plat thereof, as recorded in Plat Book 2, at Pages 29 through 40, inclusive, of the Public Records of Palm Beach County, Florida

PARCEL 2:

Lot 6, less the South 5 feet thereof; and the North 65 feet of Lots 7 and 8, Block C, of **THE PALM BEACH FARMS COMPANY PLAT NO. 2, THE TOWNSITE OF LUCERNE N/K/A LAKE WORTH**, according to the Plat thereof, as recorded in Plat Book 2, at Pages 29 through 40, inclusive, of the Public Records of Palm Beach County, Florida

PARCEL 3:

The North 30 feet of the South 35 feet of Lots 7 and 8, Block C, of **TOWNSITE OF LUCERNE N/K/A LAKE WORTH, THE PALM BEACH FARMS COMPANY PLAT NO. 2**, according to the Plat thereof, as recorded in Plat Book 2, at Pages 29 through 40, inclusive, of the Public Records of Palm Beach County, Florida

NEITHER THE GRANTOR, LOIS VANDER WOUDE, AS TRUSTEE OF THE LOIS R. VANDER WOUDE REVOCABLE TRUST AGREEMENT DATED DECEMBER 15, 1993, NOR HER SPOUSE THEREOF, OR ANYONE FOR WHOSE SUPPORT SHE IS RESPONSIBLE, RESIDES ON OR ADJACENT TO THE PROPERTY HEREIN DESCRIBED AND IT IS NOT, THEREFORE, HER HOMESTEAD PROPERTY.

SUBJECT TO restrictions, reservations, covenants, conditions and easements of record; taxes for the year **2014** and the years subsequent thereto; and all applicable laws, ordinances, and governmental regulations, including without limitation, zoning and building codes and ordinances.

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 said Grantors do hereby fully warrant title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Kimberly C Falsey
(print name of witness)

[Signature]
Witness

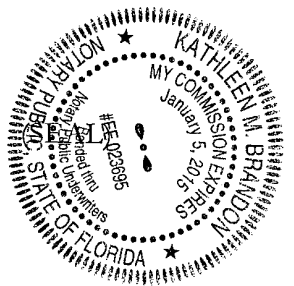
Kathleen M Brandon
(print name of witness)

[Signature]

LOIS VANDER WOUDE, individually
and as Trustee of the Lois R. Vander
Woude Revocable Trust Agreement
dated December 15, 1993

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5th day of December, 2013, by **LOIS VANDER WOUDE**, individually and as Trustee of the Lois R. Vander Woude Revocable Trust Agreement dated December 15, 1993.



Original Copy

NOTARY PUBLIC

[Signature]

Kathleen M Brandon
(Print Name)

My Commission Expires: 01-05-15

Commission No.: EE023698

Personally Known OR Produced Identification _____
Type of Identification Produced _____

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness as to both parties
Rimberg C Falsey
(print name of witness)

[Signature]
Witness as to both parties
Kathleen M Brandon
(print name of witness)

[Signature]
JAMES VANDER WOUDE

[Signature]
LOIS VANDER WOUDE

STATE OF Florida
COUNTY OF Palmer Beach

The foregoing instrument was acknowledged before me this 5th day of December, 2013, by JAMES VANDER WOUDE and LOIS VANDER WOUDE.

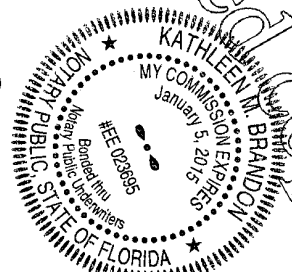
NOTARY PUBLIC

[Signature]

Kathleen M Brandon
(Print Name)

My Commission Expires: 01-05-15
Commission No.: EE023695

(SEAL)



Personally Known OR Produced Identification _____
Type of Identification Produced _____

LEGAL DESCRIPTION

LOT 5, BLOCK C, OF THE PALM BEACH FARMS COMPANY PLAT NO. 2, THE TOWNSITE OF LUCERNE N/K/A LAKE WORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (LESS THE SOUTH 5 FEET THEREOF)

LOT 6, LESS THE SOUTH 5 FEET THEREOF; AND THE NORTH 65 FEET OF LOTS 7 AND 8, BLOCK C, OF THE PALM BEACH FARMS COMPANY PLAT NO. 2, THE TOWNSITE OF LUCERNE N/K/A LAKE WORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE NORTH 30 FEET OF THE SOUTH 35 FEET OF LOTS 7 AND 8, BLOCK C, OF TOWNSITE OF LUCERNE N/K/A LAKE WORTH, THE PALM BEACH FARMS COMPANY PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGES 29 THROUGH 40, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOTS 13 AND 14, LESS THE NORTH 5 FEET, BLOCK D, PALM BEACH FARMS COMPANY PLAT 2, TOWNSITE OF LUCERNE, (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOT 1 THROUGH 5 BLOCK E, THE PALM BEACH FARMS CO., PLAT NO. 2, THE TOWNSITE OF LUCERNE (NOW LAKE WORTH), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOT 12 AND 13, BLOCK E, THE PALM BEACH FARMS CO., PLAT NO. 2, THE TOWNSITE OF LUCERNE (NOW LAKE WORTH), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOT 16, BLOCK E, THE PALM BEACH FARMS CO., PLAT NO. 2, THE TOWNSITE OF LUCERNE (NOW LAKE WORTH), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

LEGEND

- ☒ TRAFFIC CONTROL BOX
- ☒ WATER SERVICE
- ☒ ELECTRIC SERVICE
- ☒ TELEPHONE BOX
- ☒ GAS SERVICE
- ☒ CABLE TV BOX
- ☒ SANITARY SERVICE
- ☒ DRAINAGE MANHOLE
- ☒ SANITARY MANHOLE
- ☒ GAS MANHOLE
- ☒ TELECOM MANHOLE
- ☒ WATER VALVE
- ☒ SANITARY VALVE
- ☒ GAS VALVE
- ☒ YARD DRAIN
- ☒ GREASE TRAP
- ☒ SIGN
- ☒ TREE
- ☒ FIRE HYDRANT
- ☒ FIRE CONNECTION
- ☒ CATCH BASIN
- ☒ BOLLARD
- ☒ LIGHT POLE
- ☒ BOLLARD LIGHT
- ☒ GUY WIRE ANCHOR
- ☒ WOOD UTILITY POLE
- ☒ CONCRETE UTILITY POLE
- ☒ CLEAN OUT
- ☒ CENTERLINE
- ☒ BACKFLOW PREVENTER
- ☒ WOOD UTILITY LIGHT POLE
- ☒ CONCRETE UTILITY LIGHT POLE
- ☒ EXISTING ELEVATION
- ☒ PROPOSED ELEVATION

ABBREVIATIONS

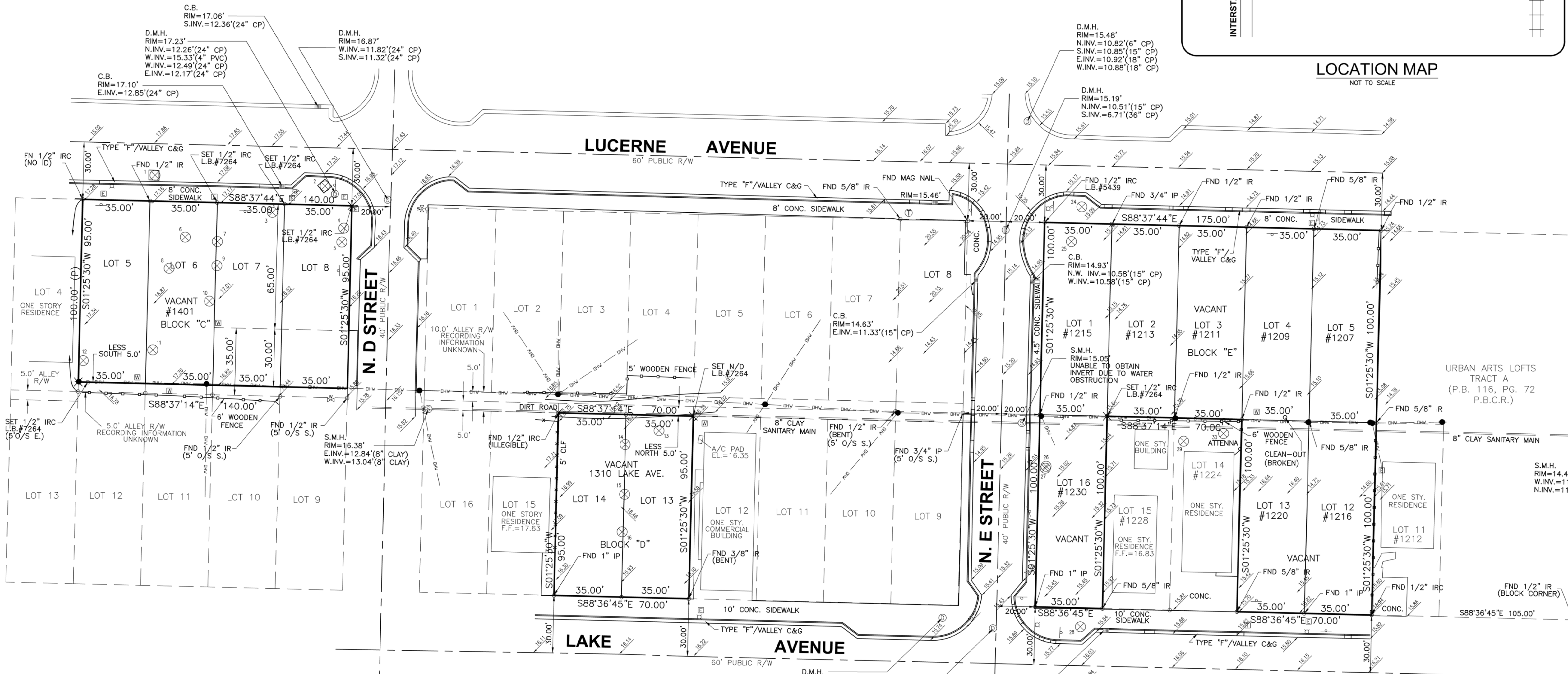
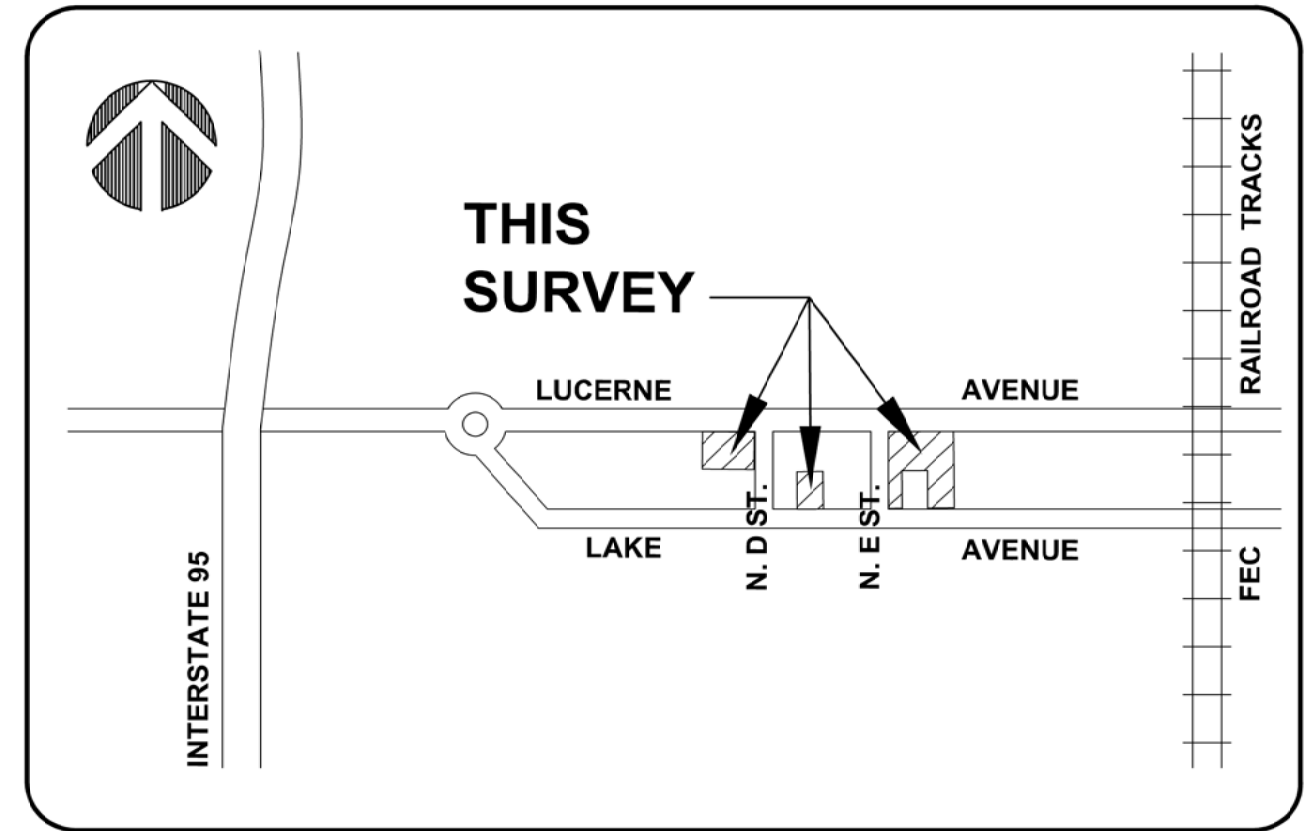
- A = ARC LENGTH
- A/C = AIR CONDITIONER
- C.B. = CATCH BASIN
- CP = CONCRETE PIPE
- C.B.S. = CONCRETE BLOCK & STUCCO
- C&G = CURB AND GUTTER
- CLF = CHAIN LINK FENCE
- CONC. = CONCRETE
- D = DELTA (CENTRAL ANGLE)
- D.M.H. = DRAINAGE MANHOLE
- ELEV. = ELEVATION
- F.F. = FINISHED FLOOR
- FND. = FOUND
- GAR. = GARAGE
- INV. = INVERT
- IP = IRON PIPE
- IR = IRON ROD
- N/D = NAIL AND DISC
- O/HW = OVERHEAD WIRE
- O/S = OFF SET
- (P) = PLAT
- P.B. = PLAT BOOK
- P.B.C.R. = PALM BEACH COUNTY RECORDS
- PG. = PAGE
- RADIUS = RADIUS
- R/W = RIGHT OF WAY
- S.M.H. = SANITARY MANHOLE
- STY. = STORY
- U.E. = UTILITY EASEMENT

NOTES

- THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- NO SEARCH OF THE PUBLIC RECORDS WAS REFERENCED IN THE PREPARATION OF THIS SURVEY.
- ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
- THERE HAVE BEEN NO UNDERGROUND IMPROVEMENTS LOCATED IN CONNECTION WITH THIS SURVEY, EXCEPT AS SHOWN.
- ASSUMED BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH R/W LINE OF LUCERNE AVENUE HAVING A BEARING OF S88°37'44"E.
- ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND WERE DETERMINED FROM PALM BEACH COUNTY ENGINEERING BENCHMARK "K402" : ELEVATION: 15.699' NAVD 1988.
- PROPERTY ADDRESSES: 1401 LUCERNE AVE., LAKE WORTH, FL. 1310 LAKE AVE., LAKE WORTH, FL. 1207, 1209, 1211, 1213 AND 1215 LUCERNE AVE., LAKE WORTH, FL. 1219, 1220, 1228 AND 1230 LAKE AVE., LAKE WORTH, FL.
- SAID LANDS CONTAIN 13,300 SQUARE FEET IN BLOCK C, 6650 SQUARE FEET IN BLOCK D, AND 28,000 SQUARE FEET IN BLOCK E, MORE OR LESS.
- FLOOD INFORMATION IS AS FOLLOWS:
COMMUNITY NUMBER : 12099C0777F AND 12099C0781F
PANEL NUMBER : 0777 AND 0781
DATE OF FIRM INDEX: 10-05-2017
ZONE : X
BASE FLOOD ELEVATION : N/A

TREES LIST

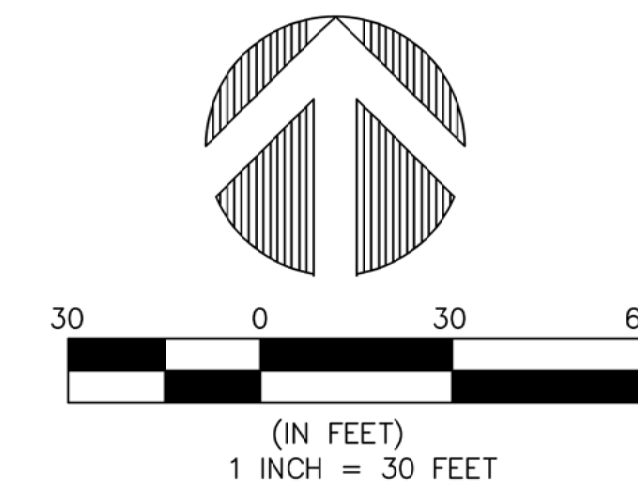
- | | |
|----------------------|----------------------|
| 1. 12" OAK | 24. 12" OAK |
| 2. 12" OAK | 25. 12" COCONUT PALM |
| 3. 6" SEAGRAPE | 26. 12" UNKNOWN |
| 4. 10" COCONUT PALM | 27. 18" MANGO |
| 5. 10" COCONUT PALM | 28. 10" LIVE OAK |
| 6. 12" MANGO | 29. 12" MANGO |
| 7. 12" MANGO | 30. 12" COCONUT PALM |
| 8. 10" PALM | |
| 9. 20" UNKNOWN | |
| 10. 6" PALM | |
| 11. 6" SEAGRAPE (X4) | |
| 12. 12" SABLE PALM | |
| 13. 18" LIVE OAK | |
| 14. 10" LIVE OAK | |
| 15. 6" LIVE OAK | |
| 16. 10" LIVE OAK | |



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111
DATE OF LAST FIELD WORK: FEBRUARY 20, 2020



**BOUNDARY AND TOPOGRAPHIC SURVEY
LAKE WORTH PARCELS**

NO.	DATE	BY	CK'D	REVISION
1	09/05/2019	GY	JSH	LOCATE DRAINAGE/SANITARY SEWER INVERTS, PIPE SIZES.
2	02/20/2020	GY	JSH	LOCATE ADDITIONAL SANITARY SEWER MANHOLE, INVERTS, PIPE SIZES.
3	07/07/2020	GY	JSH	REVISED BOUNDARY.

JOB NO.	19163
SCALE	1"=30'
DRAWN	GY
CHECKED	JSH
SHEET	1 of 1





INHABIT

PROPERTY GROUP

August 10, 2020

Mr. William Waters, AIA
Director of Community Sustainability Department
City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, FL 33461

RE: Village Flats, Lucerne & Lake Avenues, Lake Worth Beach, Florida -

Project Narrative Letter – Mixed Use Residential and Live/Work Planned Development, Major Site Plan, and Sustainable Bonus Incentive Program Applications (“Project” or “Village Flats”)

Dear Mr. Waters:

This Project Narrative Letter is respectfully submitted on behalf of InHabit LWB, LLC for the following properties located in Lake Worth Beach, associated with the Village Flats Residential and Live/Work Project:

Addresses	Property Control Numbers
<u>Phase I</u>	
1207 Lucerne Avenue -	38-43-44-21-15-505-0050
1209 Lucerne Avenue -	38-43-44-21-15-505-0040
1211 Lucerne Avenue -	38-43-44-21-15-505-0030
1213 Lucerne Avenue -	38-43-44-21-15-505-0020
1215 Lucerne Avenue -	38-43-44-21-15-505-0010
1216 Lake Avenue -	38-43-44-21-15-505-0120
1220 Lake Avenue -	38-43-44-21-15-505-0130
1230 Lake Avenue -	38-43-44-21-15-505-0160
<u>Phase II</u>	
1401 Lucerne Avenue -	38-43-44-21-15-503-0050
1310 Lake Avenue -	38-43-44-21-15-504-0130

The Project proposal is a two-phased development that contains a total of 1.1 acres and is described as follows:

Phase I: 28,000 S.F. – Between Lucerne and Lake Avenues, east side of North E Street.

- Construction of 30-units in two separate buildings - a 4-story, 24-unit, mixed use building with residential units and live/work units and spaces, and a 3-story, 6-unit mixed use building with residential spaces;
- Construction of 36 on-site parking spaces (2 ADA accessible parking spaces) and 12 on-street parking spaces (49 total spaces);
- Bicycle parking area and a dumpster enclosure with accommodations for recyclables; and,
- Approximately 6,534 S.F. of common open space area with a trellis, dog walk, benches and seating area, with landscaping and associated site lighting.

Phase II: Final Site Plans to be approved separately

- 1401 Lucerne Avenue - 13,300 S.F. – Construction of a 6-unit residential building units and associated parking and landscaping
- 1310 Lake Avenue – 6,650 S.F. – Construction of 5 mixed-use townhouse units with residential and live/work spaces and associated parking and landscaping

MAJOR SITE PLAN APPLICATION

a. Project Location:

The Project consists of fourteen (14) lots scattered across a three (3) block area, between Lake and Lucerne Avenues, and North C and F Streets, just west of downtown.

b. Current Zoning and Land Use Designation:

The subject properties are currently zoned Mixed Use–East with an underlying Land Use Map designation of Mixed Use–East.

c. Proposed Zoning and Land Use Designation (if applicable):

There are no changes to the zoning or Future Land Use Map designation associated with the development proposal.

d. Existing Use (if applicable) – Vacant Land

e. Project Background

The City of Lake Worth Beach is determined to attract new residents, businesses and activities while still remaining quaint, distinctive and authentic. Consistent with this vision, the Lake Worth Beach CRA seeks to continue the development of housing choices while also creating additional local job opportunities. With that in mind, the CRA bought properties with NSP-2 funds and land-banked them for further development. Realizing that the development of single parcel, 25 foot lots would not produce the projects envisioned, additional lots were bought a few years later, due in part, to a line-of-

credit the CRA was able to secure. The CRA sought to improve the area through the development of live/work units and potentially other commercial space.

On February 16, 2019, the Lake Worth Beach CRA issued a Request for Proposals #01-1819 (RFP) for the redevelopment of CRA-owned vacant lots between Lake and Lucerne Avenues and North C and F Streets. The intent is to create a unified vision with similar uses in the District that complement the existing landscape as well as each other. Projects were required to be at least two to three stories in height. Subsequently, the CRA Board of Commissioners awarded the RFP to InHabit LWB, LLC (InHabit).

The properties are located just west of downtown, in an area undergoing significant redevelopment, and within the burgeoning arts district. The Project is in close proximity to the very successful Urban Arts Lofts, West Village and HATCH 1121. This area is also close to recreational activities, live entertainment, and the beach is less than a mile away.

In August of 2019, the CRA approved an agreement with InHabit for the development of the properties. Subsequently, InHabit worked closely with both the CRA and City Staff on the placement and design of appropriate units in the desired locations, and to address several development challenges related to lot sizes, City utility locations, needed infrastructure, and parking. At its meeting on January 14, 2020, the CRA Board of Commissioners approved the purchase and sale and development agreements between InHabit and the Lake Worth Beach CRA.

f. Site Characteristics

There are no significant site characteristics. The vacant parcels were previously developed with residential structures that were demolished. The site was cleared in anticipation of redevelopment.

g. Surrounding Property Information – Uses, Architectural Style and Size

The surrounding uses include a mix of single and multi-family residential and live/work units. The surrounding area is an eclectic mix of architectural styles, the most significant of which are Florida Vernacular, Anglo-Caribbean, Contemporary and Modern, each of which vary in height from one (1) to three (3) stories, with the exception of Lake Worth Towers at ten (10) stories.

h. Justification of the Proposal

The proposal is consistent with the vision of the City of Lake Worth Beach and the CRA, providing live-work units and compact, sustainable urban infill residential development that is envisioned in the Mixed Use-East zoning district, and consistent with the intent of the Planned Development District and Sustainable Bonus Incentive Program.

i. The proposed Project complies with the Site Design Qualitative Standards in Section 23.2-31 (1) – (15), which are listed below.

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 not to impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.

Response: All elements of the site plan have been harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining properties and the type and size of buildings. The design and layout of the site fits into the urban fabric in a manner

consistent with the Major Thoroughfare Design Guidelines. The development will be complimentary to and harmonious with surrounding area and provide the desired massing characteristics and features of an urban infill setting. The site is effectively planned and designed in a manner that promotes safety and minimizes adverse impacts to its neighbors. On-site parking is placed behind the buildings, effectively screening it from Lake Ave and Lucerne Aves with landscaping, thereby creating a park-like setting. The development promotes walkability and increased health, lower maintenance costs for infrastructure, and appealing aesthetic design. In addition, the development will encourage improvements to surrounding properties and further the stabilization and redevelopment of this important gateway to Lake Worth Beach.

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 existing 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: This section is not applicable as the property has already been disturbed by demolition. However, accommodations were made to retain drainage on-site in compliance with City regulations.

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: As previously stated, the on-site parking has been placed behind the buildings, effectively screening it from Lake and Lucerne Avenues. The proposed dumpster enclosure will be constructed of high-quality materials with aesthetically appealing gates. The common open space along Lake Avenue has been well designed with a decorative metal perimeter fence and landscaping adjacent to the public realm. All site lighting will comply with the City's lighting design and illumination standards. Landscaping and vertical landscape elements will be provided adjacent to the buildings and will complement the architectural style of the buildings, and further enhance the aesthetics of the surrounding area.

4. Enhancement of residential privacy. The site plan shall provide reasonable, visual and acoustical privacy for all residential and live/work 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 parking area will be secured with an automatic decorative rolling gate with private access to the buildings. The project will be consistent with Crime Prevention Through Environmental Design Principles (CPTED) to reinforce the privacy and safety of the residents. The buildings are designed with impact windows and high rated insulation, thus ensuring acoustical privacy for the residents.

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

Response: Emergency access is available from the adjacent streets and interior parking area for emergency response vehicles. All buildings will have a sprinkler system. Also, a Fire Department connection will be provided.

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: The site is designed in a manner that provides safe and convenient access to the adjacent public streets, sidewalks and the common use area on the south side of the Phase I site.

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: As stated above, the pedestrian circulation system that is provided is appropriate for this urban infill site with sidewalks along the streets. The sidewalks internal to the site are insulated from the vehicular circulation system. Pedestrian connections are provided from the buildings to the sidewalks along the adjacent streets.

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: There is one 24' wide driveway on North E Street providing ingress/egress to the parking area. The accommodations for ingress/egress have been designed to minimize the negative impacts on public and private ways and on adjacent private property. Due to low traffic volumes, urban development pattern, and design of the surrounding street sections, accommodations for merging or turn out lanes are not necessary.

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 public rights-of-way adjacent to the site currently contain streetscape improvements consisting of on-street parking with sidewalks and decorative LED street lighting. The development proposal includes the elimination of existing curb cuts onto Lucerne and Lake Avenues and additional on-street parking that will reinforce the desired development pattern and public right-of-way improvements for the streetscapes in this area of downtown Lake Worth Beach. Thus, the arrangement of public or common ways for vehicular and pedestrian circulation is coordinated with the pattern of existing or planned streets and pedestrian or bicycle pathways in the area.

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.

Response: The development proposal includes elimination of the existing curb cuts along both Lucerne and Lake Avenues adjacent to the subject properties and replaced with additional on-street parking and with modifications to the existing on-street parking, as necessary, in compliance with City and FDOT standards, as applicable. Direct access to the off-street parking area will be provided from North E Street.

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 site design utilizes new urbanism design principles with buildings fronting Lake and Lucerne Avenues and access to the parking and service areas from the side street (North E Street), and to the rear of the buildings with required landscaping for screening. All site lighting will comply with City's lighting design and illumination standards. Thus, the site is designed so that the off-street parking, loading and vehicular circulation area are located, designed and screened to minimize the impact of noise, glare and odor on adjacent properties.

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 will be collected in a 6' high concrete block-stucco trash enclosure with high quality decorative vision-obscuring gates that are located at the entrance to the development on North E Street. Accommodations for recyclables will also be provided adjacent to the enclosure. The trash enclosure is located, designed and screened to minimize the impact of noise, glare and odor on adjacent property.

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 Project will have a positive impact on the property values of adjoining properties and the surrounding area. The elements of the site plan utilize new urbanism design principles with buildings fronting Lake and Lucerne Avenues and access to the parking and service areas from the side street (North E Street). Landscaping will also effectively screen the area from adjacent properties and North E Street.

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: This section is not applicable as the development is internal to the Mixed Use – East Zoning District. However, the site plan is designed to be complementary to and harmonious with the surrounding area, which will provide the desired massing characteristics and features of an urban infill setting. The buildings' exteriors will complement recently constructed buildings in size, scale, mass, bulk, rhythm of openings and character, and is consistent with the architectural character envisioned for the area.

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: The Project is a two-phased development with phase II consisting of properties that are not contiguous to Phase I, and located in Blocks C and D immediately west of Phase I. The proposed site design and architectural styles will be consistent with urban design principles, the Major Thoroughfare Design Guidelines and the City's Land Development Regulations. Thus, the review authority should find that the above findings are met.

j. Positive findings can also be made with the Compliance with Community Appearance Criteria Section 23.2-31(l), which are as follows:

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

Response: The Village Flats will adhere to the Compliance with Community Appearance Criteria (CAC). The architectural elevations as well as the design and layout of the site fit into the urban fabric in a manner consistent with the Major Thoroughfare Design Guidelines. The Modern or Contemporary architectural style is consistent with the Design Guidelines and consists of a modern design made with quality materials that will withstand the test of time. The buildings will contribute to the City's positive image and will enhance the local environment and property values, thereby advancing stabilization and redevelopment efforts. The Project will be complementary to and harmonious with the surrounding area and provide the desired massing characteristics and features of an urban infill setting.

MIXED-USE PLANNED DEVELOPMENT

Project Narrative addressing the following:

- o A general description of the proposed development, including the total acreage involved in the project; the number and percentage of acres devoted to various categories of land use; the number and type of dwelling units proposed and the overall project density in dwelling units per gross acre; the minimum design standards for such features as lot shape and size, building size and lot coverage, open space, off-street parking and loading, signs, and landscaping;

Response: The Project proposal is a two-phased mixed-use residential and live/work development that contains a total of 1.1 acres and is described as follows:

Phase I: Site 1- 28,000 S.F. – Between Lucerne and Lake Avenues, east side of North E Street.

- Construction of 30-units in two separate buildings - a 4-story, 24-unit, with residential and live/work spaces and a 3-story, 6-unit residential building;

- Construction of 36 on-site parking spaces (2 ADA accessible parking spaces) and 12 on-street parking spaces (49 total spaces);
- Bicycle parking area and a dumpster enclosure with accommodations for recyclables; and,
- Approximately 6,534 S.F. of common open space area with a gazebo, dog walk, benches and seating area, with landscaping and associated site lighting.

Phase II: Final Site Plans to be approved separately

- 1401 Lucerne Avenue – Site 3- 6,650 S.F. – Construction of 5 townhouse/live-work units and associated parking and landscaping.
-
- 1310 Lake Avenue – Site 2- 13,300 S.F. – Construction of a 6-unit apartment building with associated parking and landscaping.

PROJECT DATA

SETBACKS:

Front (Lake & Lucerne): Required: 10' Minimum 22' Maximum Provided: 10'
Rear: Required: NA Provided: NA.
Side: Required: 10' On Street and 0 ft. on interior Lot.
Provided: 10' On Street and 0 ft. on interior Lot.
(Additional Setback above 3rd story not provided)

F.A.R.: *Allowed: 1.40 Proposed: Phase 1 & 2: .78*
Proposed area of structures - Phase 1: 25,726 S.F.
Proposed area of structures - Phase 2: 11,667 S.F.

HEIGHT: *Allowed: 30 ft. Max. (45 ft. With increase of additional 15' per Sustainable Bonus Incentive.)*
Provided: 45 ft. max.

DENSITY: *Allowed: 30 du/Acre with increase of 25% = 41.2 units*
Provided: Phase 1: 30 Dwelling Units
Provided: Phase 2: 11 Dwelling Units

PARKING

Phase 1: Required: Studio & 1 Bedroom: 1.5 REQUIRED / unit required
2 Bedroom: 1.75 SPACES/ UNIT REQUIRE
Total: 47 spaces
Provided: 36 Spaces (on site)
+ 12 Parallel on-street
+ 4 Bikes = 1 space
Total: 49 Spaces

Phase 2: Required: 18 spaces
Provided: 18 spaces

IMPERMEABLE SURFACE:

Allowed: Proposed:

Phase 1: 65% 53.4%
 Phase 2: 65% approx. 65%

LOT COVERAGE:

	<i>Allowed:</i>	<i>Proposed:</i>
Phase 1:	55%	28%
Phase 2:	55%	28%

OPEN SPACE:

Provided:
 Phase 1: 9,432 S.F.
 Phase 2: 10,160 S.F.

UNIT TABULATION: The units described below will include 10 live/work spaces and 31 residential units.

PHASE 1 (30 TOTAL UNITS)

BUILDING 1 (24 UNITS)
 17 - 1 BEDROOM UNITS:
 7 - 2 BEDROOM UNITS:

BUILDING 2 (6 UNITS)
 6 - 1 BEDROOM UNITS

PHASE 2 (11 TOTAL UNITS)

BUILDING 3 (6 UNITS)
 6 - 1 BEDROOM UNITS

BUILDING 4 (5 UNITS)
 5 - 2 STORY TOWNHOMES: 1280 S.F./unit

UNIT AREAS

<u>PHASE 1 -</u>	<u>UNIT #</u>	<u>TYPE</u>	<u>MIN AREA REQUIRED</u>	<u>AREA PROPOSED</u>
<u>BUILDING 1 -</u>	1	1 BEDROOM	600 S.F.	715 S.F.
	2	2 BEDROOM	750 S.F.	1027 S.F.
	3	1 BEDROOM	600 S.F.	686 S.F.
<u>BUILDING 2 -</u>	4	1 BEDROOM	600 S.F.	610 S.F.

- o A statement indicating the manner in which the proposed Project complies with the comprehensive plan;

The Project is consistent with the CRA's infill and redevelopment initiatives and programs. Scattered vacant properties throughout the commercial zoning districts create serious voids within the City fabric that become a deterrent for redevelopment. These vacant blocks give areas of the downtown the appearance of insecurity, abandonment and blight. The project consolidates smaller vacant lots into one redevelopment Project and provides new market-rate housing. The Project provides live-work units and compact, sustainable urban infill residential development that is envisioned for the Mixed Use-East Zoning District. The design will be complementary to the redevelopment projects recently completed in the area and will further enhance and foster the redevelopment initiatives contemplated for the area. The Project is consistent with the contemporary and modern architectural styles referenced in the Major Thoroughfare Design Guidelines for Sub Area 2. In addition, the Project is consistent with the intent of the Sustainable Bonus Incentive Program, detailed in Future Land Use Element Objective 1.2.3, Policy 1.2.3.4.3., which allows a 25% increase in density greater than 30 units per acre (37.5 du/ac proposed), as well as Land Development Regulations Sec. 23.2-33 (Sustainable Bonus Incentive Program) and Sec. 23.3-25 (Planned Development District). Increasing residential density is crucial to ensure a healthy and lasting life to the Lake Worth Beach Downtown District, including the Lucerne and Lake

Avenues corridors. This development fronts Lucerne and Lake Avenues, which sits along Palm Tran Route 62, providing a vital transportation alternative to Downtown Lake Worth Beach, Tri-Rail Station, the Beach, and Palm Beach State College, thereby reducing vehicular trips and providing a more sustainable downtown.

A review of the City of Lake Worth Beach Comprehensive Plan was conducted. The proposed project is consistent with and furthers the applicable Goals, Objectives and Policies of the Comprehensive Plan, which are listed below.

1. FUTURE LAND USE ELEMENT

GOAL 1.2: To strive to foster the City of Lake Worth Beach as a livable community where live, work, play and learn become part of the daily life of residents and visitors.

Objective 1.2.1: To promote the location of high-quality retail, office and mixed-use projects in the Downtown Mixed Use (DMU) and Mixed Use East (MU-E) designations as the prime retail and commercial areas of the City.

Policy 1.2.1.6: In order to support continued redevelopment of Mixed-Use Corridors (such as Dixie and Federal Highways) to maintain their economic viability, the City shall update and continue to implement design guidelines for its major commercial thoroughfares and for the Historic Downtown (Lake/Lucerne corridor). These design guidelines establish flexible, but consistent standards for the exterior appearance of new and renovated buildings within two blocks of these main streets. The Guidelines shall incorporate implementation policies concerning appropriate signage, and architectural design of new and renovated structures.

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

Policy 1.2.2.1: The City shall continue to promote compact developments within the mixed-use high density residential and TOD areas while providing adequate public services for each development in the most cost effective manner possible.

Objective 1.2.3: The City shall establish incentives to help support the creation of a compact, sustainable, community-oriented development by implementing a Sustainable Bonus Incentive Program.

Policy 1.2.3.1: The City shall continue to implement the Sustainable Bonus Incentive Program described in Policy 1.2.3.4 below, to provide for increased density, intensity and height allowances in return for specific project or public components that would create or increase quality of life measures for a larger segment of the population. The Sustainable Bonus Incentive Program will be more fully developed and implemented through the City's Land Development Regulations.

Policy 1.2.3.4: The Sustainable Bonus Incentive Program shall consist of the following criteria: **3.** For a planned development, mixed use planned development, residential planned development or urban planned development, a project may obtain a 25% bonus on density, intensity and height over the base line as outlined in Table I of the Future Land Use Element.

GOAL 1.6: To support and coordinate with the City's Community Redevelopment Area (CRA) infill and redevelopment initiatives and programs and to provide incentives for the continued redevelopment of the historic downtown commercial core of the City.

Objective 1.6.1: To support the redevelopment of older urban area.

Policy 1.6.1.1: The City shall support redevelopment with recommended regulations pertaining to height, density, design, mixed use, neighborhood compatibility and protection of historic resources.

Policy 1.6.1.2: The City shall encourage new development, infill and redevelopment in conjunction with existing or planned transit improvements where possible

Objective 1.6.7: To encourage infill development, redevelopment and renewal of blighted areas and to promote the rehabilitation and restoration of older structures.

Policy 1.6.7.1: Infill and Redevelopment opportunities shall be maximized through activities of the Community Redevelopment Agency to operate within the Redevelopment Area as shown on the Future Land Use Plan.

Policy 1.6.7.2: Infill and Redevelopment opportunities will be maximized through programs to achieve the consolidation of small lots into larger redevelopment parcels, where feasible.

Policy 1.6.7.3: Redevelopment of the City's major thoroughfares, Transit Oriented Mixed-Use areas and along the F.E.C. railway with more intensive uses shall be encouraged.

2. TRANSPORTATION ELEMENT

Objective 2.1.4: To eliminate or reduce conflicts between rail, vehicular and pedestrian traffic in any new development or redevelopment, coordinate the transportation system with existing and future or existing land uses, and ensure that planned development is consistent with planned transportation services as a means to ensure improvement of air quality and overall mass transit performance.

3. HOUSING AND NEIGHBORHOODS ELEMENT

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

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

Objective 3.1.8: Encourage construction of workforce housing units and market-rate housing to alleviate the excessive concentration of affordable units in the City and to contribute to the Goal of providing a full range of quality residential unit types and prices for current and anticipated homeowners and renters in all household income levels.

Policy 3.1.8.2: Promote the construction of market-rate housing in redevelopment areas and mixed-use corridors to contribute to achieve a full range of housing supply.

o The proposed schedule of development which identifies the anticipated project start and completion dates, stages of development (if any), and the area and location of common open space to be provided at each stage;

Response: Total time to complete the first Phase is 18-22 months from the time the building permit is issued.

o Compliance with the General Provisions and Requirements in Section 23.3-25(b), which are as follows:

Response: The submittal and proposed development comply with the General Provisions and Requirements in Section 23.3-25(b). The following General Provisions and Requirements are highlighted below:

- Utilities. All utilities, including telephone, cable television, and electrical service systems, shall be installed underground. However, the following facilities may be exempt from this requirement:
 - Accessory facilities normally associated with such systems that require above-ground installation, provided such facilities are screened adequately; and
 - Primary facilities, such as electric substations, providing service to the planned development or to service areas not located within the planned development. Primary facilities shall be screened or landscaped.

Response: As required, all utility service laterals servicing this development will be located underground. The proposed transformer will be screened accordingly as well as any above ground junction boxes.

- Visibility triangle. In all planned development, visibility at all street and alley intersections shall be provided pursuant to section 23.4-4.

Response: Sight distance has been depicted on the landscape plan. Sight visibility triangles will be indicated on all plans at the intersections and driveways. Landscape material and walls located within the triangle will be maintained as specified in Section 23.4-4. Given the proposed development is an urban infill Project, the buildings will encroach into the visibility triangles. However, stop signs exist on North E Street at the intersections of Lucerne and Lake Avenues and provide adequate sight visibility given the locations of the stop bars and signs. While Lucerne Avenue is a westbound one-way street, Lake Avenue is an eastbound one-way street. Along both streets terminal nodes exist providing additional distance and visibility from the stop signs to the travel lanes, which does provide improved sight visibility. Thus, a positive finding can be made that the project complies with this code section.

- Open space. In all planned development, sufficient areas of common open space shall be provided at each stage of development and upon completion of development. Such common open space shall include areas not covered by water.

Response: The Village Flats has approximately 6,534 S.F. of common open space area with a gazebo, dog walk, benches and seating area, landscaping and associated site lighting. The common open space along Lake Avenue has been well designed with a perimeter wall and landscaping adjacent to the public realm. All site lighting will comply with City's lighting design and illumination standards. While Phase II residents can utilize the common open space in Phase I, the townhomes will be provided private open space areas, and additional open space may be provided for the Phase II apartment building.

- Establishment of planned development districts. Planned development districts will be established from designated existing zoning districts by amendment to the official zoning map for tracts of land suitable in location, extent, and character for the structures and uses proposed.

Response: Noted.

- Unified control. All land included for purpose of development within a planned development district shall be owned or under the control of the petitioner for such zoning designation, whether that petitioner be an individual, partnership or a corporation, or a group of individuals, partnerships or corporations. The petitioners shall present firm evidence of the unified control of the entire area within the proposed planned development district and shall agree that when the development proceeds:
 - It will be in accordance with the ordinance officially adopted for the district and the regulations in effect when the planned development was approved.
 - Agreements, contracts, or deed restrictions and covenants will be provided to the city to insure that the development will occur in accordance with the master development plan; and that the developer, his successors, assignees, or heirs, are responsible for the continued maintenance and operation of common areas and facilities, including sodding, watering down and fencing of undeveloped areas earmarked for future stages of development that are disturbed during development.

Response: In addition to the Master Plan, the properties will be unified via a Declaration of Unity of Title, or another mechanism. The developer will execute agreements as appropriate to ensure compliance with this section.

○ If applicable, compliance with the Residential Planned Development Special Requirements in Section 23.3-25(c), which are as follows:

- Minimum area required. The minimum area required for a residential planned development district shall be five acres, unless otherwise provided in these LDRs. However, any area of lesser size may be approved for residential planned development zoning upon findings by the planning board or historic resources preservation board and the city commission that one or more of the following conditions exist:
 - Particular circumstances justify such reduction.
 - Requirements for RPD zoning and the benefit to be derived from such zoning can be derived in such lesser area.
 - Permitting such lesser area for RPD zoning is in conformity with the comprehensive plan.

Response: The site area is 1.1 acres. Given the location of the property within Major Thoroughfare Area A and its location within the Mixed-Use East zoning district and Community Redevelopment Area, the site provides sufficient basis to allow the RPD. The urban infill development proposal is consistent with the City's Comprehensive Plan, and the CRA's infill and redevelopment initiatives and programs.

- Permitted uses. Within any residential planned development any use permitted in the underlying zoning district is permitted.
- Required setbacks: Required setbacks shall be as provided in these LDRs for the zoning district in which the planned development is to be located.
- Parking and loading space requirements. Parking and loading spaces for all uses within a residential planned development district shall be provided as required by sections 23.4-18 and 23.4-19. No off-street parking shall be located within a required setback area.
- 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.

Response: The development proposal complies with the sections referenced above. The multiple family use at the requested density is allowed, required setbacks are met, adequate parking is provided with no parking located in required setback areas, and landscape material meets code.

SUSTAINABLE BONUS INCENTIVE PROGRAM

The Sustainable Bonus Incentive Program, as outlined in Sec. 23.2-33 of the City's Code and Major Thoroughfare Design Guidelines, includes the following criteria:

1. Any buildings seeking incentives must be over two stories, which allows for increases in height and intensity over baseline maximums.
2. As part of a residential planned development, or urban planned development, a project may receive a 25% bonus on density, intensity, and height over the baseline.

Response: The Project proposal includes utilization of the Sustainable Bonus Incentive Program to increase the height of the Phase I buildings from 2 to 4 stories (30' to 42'8") for Building 1 (24-unit building fronting Lucerne Avenue) and from 2 to 3 stories (30' to 32') for Building 2 (6-unit building fronting North E Street.) In addition, the Program is being utilized to increase the allowed residential density of the overall development from 30 du/ac by 25% as permitted to 37.5 du/acre for a total of 41.2, or 41 units (rounded down). As currently proposed, the Phase II buildings will be 3 stories.

This Project incorporates sustainable design and development principles to foster a more sustainable, economically vibrant, diverse community with an emphasis on high-quality design and appreciation of the City's unique cultural, architectural, historical and natural resources.

LDR Section 23.2-33 c)2). Review/decision.

The award of bonus height or intensity under the Sustainable Bonus Incentive Program shall be based on the following criteria:

- (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: Based on the description provided above, Building 1 will result in an addition of 5,570 S.F. per floor or 11,140 S.F. (2 X 5,570 S.F.). Building 2 will result in an additional 1,572 S.F. of floor area. Building 3 will result in an additional 2,442 S.F. for a total of 15,134 S.F. of additional floor area. The increase in intensity will accommodate 9 additional units, for a total of 41 units. As indicated in the application, the value of the additional floor area is \$75,670. With the improvements that are eligible for Florida Green certification valued at 50% (\$37,835), the balance will be achieved by providing higher quality open space, various sustainable improvements and landscaping in excess of code.

- (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; and

Response: The Project proposal incorporates the following qualifying sustainability features or improvements specified in LDR Section Sec. 23.2-33 d) 1):

(b) Florida Green Building certification shall entitle the applicant to fifty (50) percent of the incentive award regardless of the number of additional stories or additional square feet above the initial two (2) stories.

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

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

The Project incorporates a variety of green building elements that will be eligible to meet green building criteria, including but not limited to: impact resistant windows, tinted windows, high-rated insulation, energy star appliances, high efficiency HVAC units, low flow toilets, interior and exterior LED light fixtures, low volume irrigation, drought tolerant landscape material, and bicycle racks. The project provides high quality open space for the residents in excess of code. Also, landscaping may be proposed in excess of code. In addition, the fact that this Project is an urban infill redevelopment project that fosters walkability, connectivity and the intensity that is envisioned for the urban core further supports the incentive program for this Project. Also, this Project incorporates sustainable design and development principles to foster a more sustainable, economically vibrant, diverse community with an emphasis on high-quality design and appreciation of the City's unique cultural, architectural, historical and natural resources. Based on these qualifying features, the requested Sustainable Bonus Incentive is respectfully requested and can be supported.

(c) Do the proposed off-site improvements meet the priorities of the city for community sustainability; and

Response: Off-site improvements are not proposed.

(d) Do the proposed features, improvements or fees-in lieu meet the intent of the Sustainable Bonus Incentive Program?

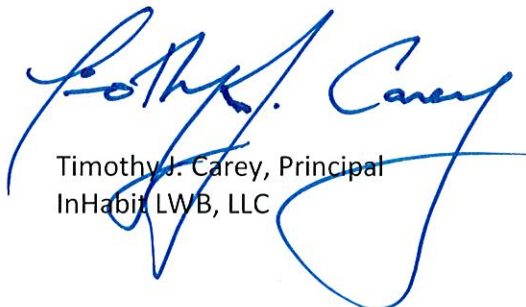
Response: As described above, the proposed features and improvements meet the intent of the Sustainable Bonus Incentive Program.

Based upon the above, approval of the Major Site Plan, Planned Development District, and Sustainable Bonus Incentive Program is respectfully requested. Please let me know if you have any questions or require additional information. Thank you for your consideration.

Sincerely,

Norman Weinstein, Principal
InHabit LWB, LLC

Robert Schmier, Principal
InHabit LWB, LLC



Timothy J. Carey, Principal
InHabit LWB, LLC

EXHIBIT "A"
VILLAGE FLATS PHASE 2
PROJECT SUMMARY

Village Flats Phase 2 will consist of the following:

1310 Lake Avenue (Building 3) - 6,650 S.F.:

- Construction of a 3-story 6-unit residential building containing six 1-bedroom apartment units.
- Construction of 7 on-site parking spaces (1 ADA accessible parking space) accessible from the alley, and 3 on-street parking spaces on Lake Avenue (10 total spaces); and,
- Installation of a bicycle parking area, site lighting, associated landscaping, and a refuse container enclosure with accommodations for recyclables accommodations for recyclables.

This building will seek a waiver request so that the third floor 10 foot setback will not apply to this building. The building is already set back 13 feet from the curb, and any additional setback will further constrain this urban infill lot. An additional setback will increase the cost of design and construction, which hampers our ability to provide affordable market rate apartments and an economically viable project. As such, a waiver to the code requirement is necessary.

1401 Lucerne Avenue (Building 4) -13,300 S.F.:

- Construction of five (5) 2-story mixed-use townhouse units with rear loaded garages off the alley. The townhouses will be 3-bedroom, 2-bath units with live/work spaces and a minimum 1-car garage.
- Each townhouse will be provided with a minimum of 2 parking spaces with 4 on-street spaces on Lucerne Avenue and associated parking. Trash will be accommodated via roll-out carts.

Phase 2 will provide 65% impermeable surface, 28% lot coverage, 10,160 s.f. of open space and total of 24 parking spaces (17 on-site, 7 on-street). The buildings will be of the Modern or Contemporary architectural style consistent with Phase 1 buildings and the Major Thoroughfare Design Guidelines.

With the Phase 2 site plan approval, complete drawings will be submitted for review and approval in compliance with the applicable land development regulations. The Sustainable Bonus Incentive associated with Phase 2 only applies to Building 3, which will be a 3-story, 6-unit apartment building with parking provided adjacent to the alley. The third floor area is approximately 1,684 s.f. and has been factored into the overall calculation associated with the master plan approval. As stated above, a waiver to the third floor setback requirement is included with the Waiver Request Justification Letter. The elevations, interior finishes and Sustainable Bonus features/improvements will be consistent with those provided in Phase 1.

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: Building 1 - 2 Stories; Building 2 - 1 story; Building 3 - 1 story ("Bonus Height")
- ii. Additional Gross Floor Area: 14,396 S.F.-5,248= 9,148 S.F. @ \$5 per S.F. ("Bonus Area")

b. Bonus Intensity

- i. Additional Floor Area Ratio: 8 Bonus Units = 5,248 S.F. @ \$10 per S.F. ("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. 9,148 square feet x \$5 = \$ 45,740
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: \$ 98,220
- 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.

See attached Project Narrative letter.

Sustainable Bonus Incentive Program

Note: This calculation addresses the sustainable bonus incentive program for additional height and units.

Improvement Detail	Valuation Amount	Calculation Details
Florida Green Building Certification	\$49,110	$\$98,220/2 = \$49,110.$
Additional Building Amenities – Courtyard garden	\$40,000	Includes sod, large trees, pavers, plants, pergola, benches and tables.
Other project components offering a direct community benefit and meeting the intent of the comprehensive plan, include the following sustainable design elements:		
1) Character and Aesthetic Excellence – Public Art	\$20,000	Mural on the western side of building 2. Figure based on quotes received and previous projects.
2) Bicycle Mobility Systems – Bike Racks	\$5,000	
TOTAL	\$114,110	

PRINCIPALS

Joseph J. DeSantis, P.E., PTOE
John S. DePalma
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE
Christopher J. Williams, P.E.

ASSOCIATES

John J. Mitchell, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen Chlebek, P.E., PTOE
Dean A. Carr, P.E.
Jason T. Adams, P.E., PTOE
Christopher K. Bauer, P.E., PTOE
Mark A. Roth, P.E.
John R. Wichner, P.E., PTOE

FOUNDER

Joseph W. McMahon, P.E.

July 20, 2020

VIA E-MAIL

Tim Carey
InHabit Lake Worth Beach, LLC
2200 Butts Road, STE 300
Boca Raton, FL 33431

RE: **Lake Worth Residential Traffic Analysis**
McMahon Project No. M20598.01

Dear Mr. Carey:

McMahon Associates, Inc. (McMahon) has completed a traffic analysis associated with the development of 11 parcels of land located along Lucerne Avenue and Lake Avenue, in the City of Lake Worth Beach, Florida. The Parcel Control Numbers for the subject parcels include: 38-43-44-21-15-503-0050, 38-43-44-21-15-504-0130, 38-43-44-21-15-504-0080, 38-43-44-21-15-505-0160, 38-43-44-21-15-505-0130, 38-43-44-21-15-505-0120, 38-43-44-21-15-505-0050, 38-43-44-21-15-505-0040, 38-43-44-21-15-505-0030, 38-43-44-21-15-505-0020, and 38-43-44-21-15-505-0010. The sites are currently vacant lands. The proposed development, with an anticipated buildout year of 2021, includes a total of 42 multi-family dwelling units ranging between three (3) and four (4) stories. **Figure 1** graphically depicts the site subject parcels.

Figure 1: Subject Parcels



Trip Generation Analysis

Using trip generation information obtained from Palm Beach County Trip Generation Rates, dated March 2, 2020, trip generation estimates were developed for the proposed land use. Land Use 221 Multifamily Mid-Rise Housing was used for the analysis. Results of the trip generation analysis, summarized in Table 1, indicate that the proposed development is expected to generate 225 daily trips, 15 AM peak hour trips, and 18 PM peak hour trips.

Table 1: Trip Generation Analysis

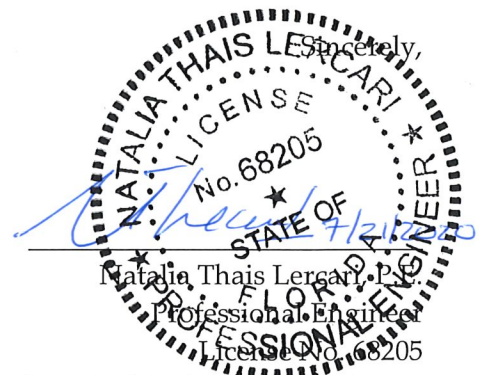
LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS		
						IN	OUT	TOTAL
DAILY								
PROPOSED USE								
Multifamily Mid-Rise Housing	221	42 DU	T= 5.44 (X)	50%	50%	114	114	228
AM PEAK HOUR								
PROPOSED USE								
Multifamily Mid-Rise Housing	221	42 DU	T= 0.36 (X)	26%	74%	4	11	15
PM PEAK HOUR								
PROPOSED USE								
Multifamily Mid-Rise Housing	221	42 DU	T= 0.44 (X)	61%	39%	11	7	18

(1) Source: Palm Beach County Trip Generation Rates, March 2, 2020.

Conclusion

The proposed development is expected to generate less than 20 peak hour trips. Per Article 12 of the Palm Beach County Traffic Performance Standards, no additional analysis is required for developments generating less than 20 peak hour trips.

Should you have any questions or comments regarding these findings, please do not hesitate to call me.



Natalia Thais Lercari, P.E.
 Professional Engineer
 License No. 68205
 State of Florida, Board of Professional Engineers
 Certificate of Authorization No. 4908

NTL/cec
 Enclosure

SITE PHOTOGRAPHS







EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 1, 2020

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2020-18 (PZB 20-01300002) – Second Reading - Request for a City-initiated rezoning for 118 North A Street, 116 North A Street, 127 North B Street, 121 North B Street, 119 North B Street, 113 North B Street, 1500 Lucerne Avenue, and 128 North C Street from either Single Family – Two Family Residential (SF-TF-14) or Multi-family Residential 20 (MF-20) to Mixed Use – East (MU-E)

SUMMARY:

Consideration of an ordinance amending the City's Official Zoning Map to rezone the properties as more particularly described in Exhibit A of Ordinance 2020-18 from the Single-family and two-family residential (SF-TF-14) or Multi-family residential (MF-20) zoning districts to the Mixed Use – East (MU-E) zoning district pursuant to Section 23.2-36 of the City's Land Development Regulations (LDRs). The properties are generally located in an area bounded by North A Street to the west, North D Street to the east, Lucerne Avenue to the south, and 2nd Avenue North to the north. The proposed City-initiated rezoning was reviewed for consistency with the City's Comprehensive Plan, Strategic Plan and Land Development Regulations (LDRs).

BACKGROUND AND JUSTIFICATION:

The existing uses on the subject properties are currently a mixture of single-family residences, multi-family residences, and places of worship. Rezoning of the subject sites would allow for higher development potential of these properties consistent with other properties located in the general area north of Lucerne Avenue and would also reduce non-conformities of some structures and uses with the proposed rezoning to MU-E. Staff has determined that the proposed rezoning meets the Comprehensive Plan, Strategic Plan, LDRs, and the review criteria for rezoning as outlined in LDR Section 23.2-36.

On September 22, 2020, a letter was mailed to the owners of properties included in the subject rezoning. The letter identified the date of the Planning & Zoning Board meeting and offered property owners the option to opt out from the City-initiated rezoning prior to adoption. At this time, no property owners have selected to opt out of the proposed rezoning.

At the October 7, 2020 Planning & Zoning Board meeting, the board discussed the subject rezoning and recommended unanimously for the City Commission to approve the proposed ordinance.

At its meeting of November 17, 2020, the City Commission unanimously voted 4-0 to approve the ordinance on first reading.

MOTION:

Move to approve/disapprove Ordinance No. 2020-18 on second reading.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Ordinance 2020-18
PZB/HRPB Staff Report

1
2
3 **ORDINANCE NO. 2020-18 OF THE CITY OF LAKE WORTH**
4 **BEACH, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING**
5 **MAP FROM THE ZONING DISTRICTS OF SINGLE FAMILY –**
6 **TWO FAMILY RESIDENTIAL (SF-TF-14) AND MULTI-FAMILY**
7 **RESIDENTIAL 20 (MF-20) TO MIXED USE – EAST (MU-E) ON**
8 **PROPERTIES GENERALLY LOCATED NORTH OF LUCERNE**
9 **AVENUE, SOUTH OF 2ND AVENUE NORTH, AND BETWEEN**
10 **NORTH A STREET AND NORTH D STREET, AND AS MORE**
11 **PARTICULARLY DESCRIBED IN EXHIBIT A; AND PROVIDING**
12 **FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**
13

14 WHEREAS, the City Commission of the City of Lake Worth Beach, Florida,
15 pursuant to the authority granted in Chapters 163 and 166, Florida Statutes, and the Land
16 Development Regulations, as adopted by the City of Lake Worth Beach, is authorized
17 and empowered to consider amending the City's Official Zoning Map; and
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19 WHEREAS, this is a City-initiated request for the properties as more particularly
20 described in Exhibit A for a zoning map amendment to change the zoning districts of the
21 properties; and
22

23 WHEREAS, City staff has prepared and reviewed an amendment to the City's
24 Official Zoning Map to change the zoning districts of the properties described below from
25 Single Family – Two Family Residential (SF-TF-14) and Multi-family Residential 20 (MF-
26 20) to Mixed Use – East (MU-E), pursuant to the City of Lake Worth Beach Land
27 Development Regulations and Comprehensive Plan; and
28

29 WHEREAS, on October 7, 2020, the City Planning and Zoning Board, sitting as
30 the duly constituted Local Planning Agency for the City, recommended approval of the
31 subject zoning map amendment to the City's Official Zoning Map; and
32

33 WHEREAS, the City has received public input and participation through hearings
34 before the Local Planning Agency and the City Commission in accordance with Section
35 163.3181, Florida Statutes; and
36

37 WHEREAS, the City Commission has considered all of the testimony and evidence
38 and has determined that rezoning meets the rezoning review criteria of the Land
39 Development Regulations, Section 23.2-36, and is consistent with the City's
40 Comprehensive Plan and Strategic Plan; and
41

42 WHEREAS, the City Commission has determined that the adoption of this
43 Ordinance is in the best interest of the citizens and residents of the City of Lake Worth
44 Beach.
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46 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE
47 CITY OF LAKE WORTH BEACH, FLORIDA, that:

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

Section 2. The properties as particularly described in **Exhibit A** are hereby rezoned from Single Family – Two Family Residential (SF-TF-14) and Multi-family Residential 20 (MF-20) to Mixed Use – East (MU-E) on the City’s Official Zoning Map.

Section 3. The City’s zoning maps shall be amended and updated to reflect the changes.

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

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

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

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

- Mayor Pam Triolo
- Vice Mayor Andy Amoroso
- Commissioner Scott Maxwell
- Commissioner Herman Robinson

The Mayor thereupon declared this ordinance duly passed on first reading on the 17th day of November, 2020.

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

- Mayor Pam Triolo
- Vice Mayor Andy Amoroso
- Commissioner Scott Maxwell
- Commissioner Herman

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2020.

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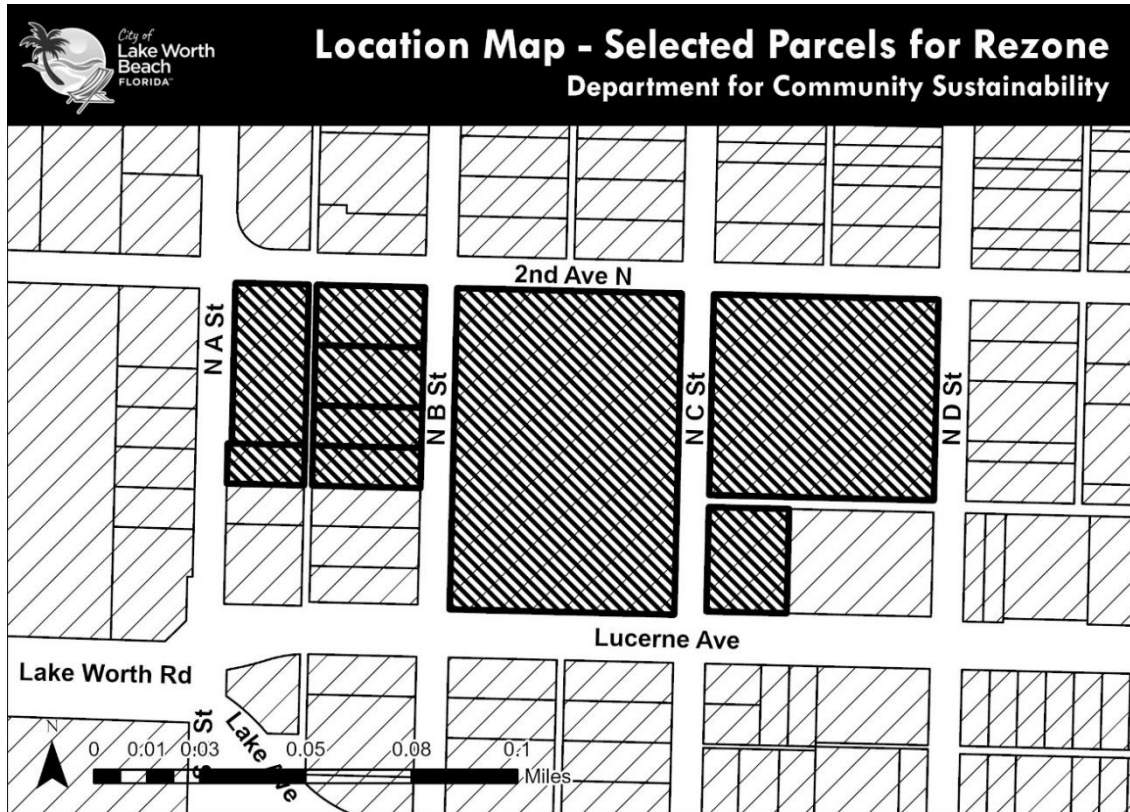
ATTEST:

100 Deborah M. Andrea, City Clerk

By: _____
Pam Triolo, Mayor

101 **Exhibit A**

102
103 Property Location: The subject eight (8) parcels are generally located south of 2nd
104 Avenue North, east of North A Street, north of Lucerne Avenue and west of North D
105 Street as depicted in the map below and include the following property control numbers:
106 38434421150060010, 38434421150040010, 38434421150020090,
107 38434421150020080, 38434421150020062, 38434421150020050,
108 38434421150020030, and 38434421150020021.
109





DATE: October 1, 2020

TO: Members of the Planning & Zoning

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

MEETING: October 7, 2020

SUBJECT: **PZB Project Number 20-01300002**: Request for a City initiated rezoning to rezone 118 North A Street, 116 North A Street, 127 North B Street, 121 North B Street, 119 North B Street, 113 North B Street, 1500 Lucerne Avenue, and 128 North C Street from either Single Family – Two Family Residential (SF-TF-14) or Multi-family Residential 20 (MF-20) to Mixed Use – East (MU-E) pursuant to Section 23.2-36 of the Land Development Regulations (LDRs). PCN#s 38434421150060010, 38434421150040010, 38434421150020090, 38434421150020080, 38434421150020062, 38434421150020050, 38434421150020030, and 38434421150020021.

BACKGROUND/ PROPOSAL:

The proposed City initiated rezoning would rezone the following properties from Single-family and two-family residential (SF-TF-14) or Multi-family residential (MF-20) to the Mixed Use – East (MU-E) zoning district: 118 North A Street, 116 North A Street, 127 North B Street, 121 North B Street, 119 North B Street, 113 North B Street, 1500 Lucerne Avenue, and 128 North C Street. The existing uses on the eight (8) subject properties are currently a mixture of single-family residences, multi-family residences, and places of worship. The properties are generally located in an area bounded by North A Street to the west, North D Street to the east, Lucerne Avenue to the south, and 2nd Avenue North to the north. The Planning and Zoning Board’s decision will be in the form of a recommendation to the Lake Worth Beach City Commission, who will then make the final decision regarding the rezoning request.

ANALYSIS:

Based on the analysis below, the proposed rezoning is consistent with the goals, objectives, and policies of the City of Lake Worth Beach’s Comprehensive Plan and Strategic Plan.

Consistency with the Comprehensive Plan and Strategic Plan

The subject properties currently have a Future Land Use (FLU) designation of Mixed Use – East (MU-E). Per Policy 1.1.1.5, the MU-E land use category is intended to provide for a mixture of residential, office, service, and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The implementing zoning districts of the MU-E FLU are Mixed Use – Dixie Highway (MU-DH), Mixed Use Federal Highway (MU-FH), and MU-E. The properties’ current zoning district of MF-20 and SF-TF-14 are not designated implementing zoning districts of the MU-E FLU in the City’s Comprehensive Plan and Land Development Regulations (LDRs). Approval of the rezoning request would bring the properties’ zoning into compliance with the MU-E FLU and provide additional opportunities for future redevelopment if desired by the property owners.

Additionally, Objective 1.2.1 states that the City shall promote the location of high-quality retail, office and mixed-use projects in the Downtown Mixed Use (DMU) and MU-E designations as the prime retail and commercial areas of the City. The current properties' zoning districts have a primary permissible use of residential, but also allow for a very limited number of commercial, office, and personal service uses. Approval of the rezoning request would allow for a more substantial variety of commercial, office, and service uses, as outlined in the City's Use Table (LDR Section 23.3-6). Therefore, if successfully rezoned to MU-E, the properties will have the potential to establish uses that are consistent with the Comprehensive Plan's vision for the MU-E FLU area.

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 IV.A, Pillar IV.B, Pillar IV.C, Pillar IV.D, and Pillar IV.E encourages the City to achieve economic sustainability, attract investment, influence the supply and expansion of jobs, and ensure facility placement that embraces the future. Approval of the rezoning will result in more diverse development opportunities and create more jobs by allowing a wide range of commercial, office, and service uses that activate the downtown corridor. Therefore, the rezoning is consistent with Pillar IV.A, Pillar IV.B, Pillar IV.C, Pillar IV.D, and Pillar IV.E.

Consistency with the City's Land Development Regulations

Rezoning of the subject sites will allow for higher development potential of these properties. The table below outlines the development standards of the existing SF-TF-14 and MF-20 zoning districts, and the development standards of the proposed MU-E zoning district:

Development Standard		Existing Zoning: SF-TF-14 Development Standards	Existing Zoning: MF-20 Development Standards	Proposed Zoning: MU-E Development Standards
Lot Size (min) In square feet (sf)		5,000 sf	5,000 sf	6,500 sf
Lot Width (min)		50'	50'	Lake and Lucerne: 25' 1st Ave South and 2 nd Ave N: 50'
Density (max)			20 du/acre	30 du/acre
Height (min)		30'	30' (plus 5' with SBIP)	30' (plus 5' with SBIP)
Setbacks	Front (min)	20'	20'	Lake and Lucerne: 10' 1st Ave South and 2 nd Ave N: 10' to 22'
	Rear (min)	Lesser of 15' or 10% of lot depth	Lesser of 15' or 10% of lot depth	Lesser of 15' or 10% of lot depth when next to a residential zoning district; 10' in general
	Street Side (min)	10% of lot width	10% of lot width	10'
	Interior Side (min)	10% of lot width	10% of lot width	0'
Living Area (min)		800 sf	800 sf for SFR; 400 for efficiency; 600 sf for one-bed, 750 sf for two-bed, 900 sf for three-bed, 1,350 sf for four-bed	800 sf for SFR; 400 for efficiency; 600 sf for one-bed, 750 sf for two-bed, 900 sf for three-bed, 1,350 sf for four-bed

Development Standard		Existing Zoning: SF-TF-14 Development Standards	Existing Zoning: MF-20 Development Standards	Proposed Zoning: MU-E Development Standards
Impermeable Surface Total (max)	Large Lot	50%	55%	65%
	Med Lot	55%	60%	70%
	Small Lot	60%	65%	75%
Structure Coverage (max)	Large Lot	30%	35%	45%
	Med Lot	35%	40%	50%
	Small Lot	40%	45%	55%
FAR (max)	Large Lot	0.45	0.5 (plus 0.5 with SBIP)	0.9 (plus 0.5 with SBIP)
	Med Lot	0.5	0.55 (plus 0.5 with SBIP)	0.95 (plus 0.5 with SBIP)
	Small Lot	0.55	0.6 (plus 0.5 with SBIP)	1.0 (plus 0.5 with SBIP)

Should a non-conformity in use or structure be created as a result of the rezoning, the City’s nonconformities code shall apply (LDR Section 23.5-3). The intent of Section 23.5-3 is to permit the continuation of buildings and structures, lots of record, uses of buildings and structures, and uses of land that were lawfully permitted when established or commenced, but which do not conform in whole or in part to the current LDRs. Limitations in this section include the provision that should a building be allowed to deteriorate or be destroyed beyond 50% of the assessed value, the structure must be brought into conformity with the current LDRs. However, an exemption to the conformity requirement is provided for structures destroyed by a tropical cyclone or other natural disaster, which could be reconstructed in conformance with the provisions of this section.

The LDRs also require all rezoning requests without a concurrent Future Land Use Map (FLUM) Amendment be analyzed for consistency with the review criteria in Section 23.2-36(3). Staff’s full analysis of the review criteria is located in Attachment C. The analysis demonstrates that the proposed rezoning complies with the review criteria and that the required findings can be made in support of the rezoning.

STAFF RECOMMENDATION:

Staff has determined that the proposed rezoning meets the criteria of the Comprehensive Plan, LDRs, and the review criteria for rezoning as outlined in LDR Section 23.2-36. Therefore, staff is recommending approval to the City Commission to rezone the property at 118 North A Street, 116 North A Street, 127 North B Street, 121 North B Street, 119 North B Street, 113 North B Street, 1500 Lucerne Avenue, and 128 North C Street to MU-E.

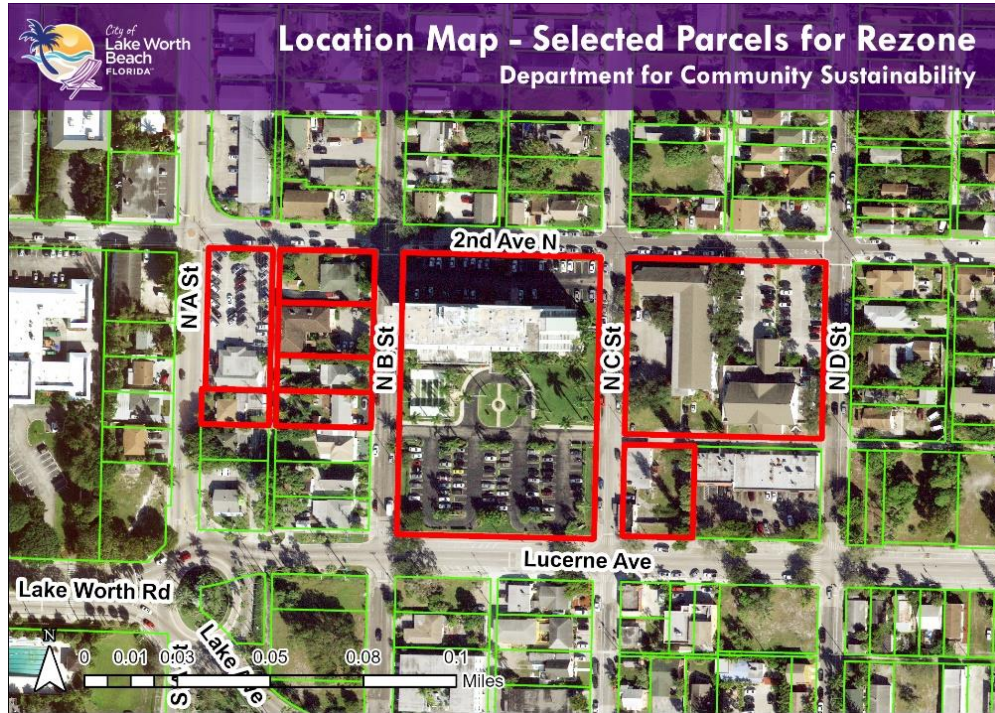
POTENTIAL MOTION:

I move to **RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION TO ADOPT** the proposed City initiated rezoning in PZB / HRPB Project Number PZB Project Number 20-01300002.

Attachments

- A. Map & Site Description
- B. Site History
- C. Section 23.2-36(3) Rezoning Review Criteria

ATTACHMENT A: MAP & PROPERTY DESCRIPTION



General Location	Bounded by North A Street to the west, North D Street to the East, Lucerne Avenue to the south, and 2 nd Avenue North to the north
Properties	<ul style="list-style-type: none"> • 118 North A Street – Bryant Park Congregation of Jehovah’s Witnesses Inc. • 116 North A Street – Glenn R Yerger • 127 North B Street – Michael Harrylal and Maria Thirbenny • 121 North B Street – Fraeye Investments LLC. • 119 North B Street – Erik Helsher • 113 North B Street – Milton Jackson • 1500 Lucerne Avenue – Lake Worth Towers Inc. • 128 North C Street – Lake Worth First Church of Nazarene Inc.
Existing PCN Numbers	38434421150060010, 38434421150040010, 38434421150020090, 38434421150020080, 38434421150020062, 38434421150020050, 38434421150020030, and 38434421150020021
Existing Land Use	A mixture of single-family residences, multi-family residences, and places of worship
Zoning	Single Family – Two Family Residential (SF-TF-14) or Multi-family Residential 20 (MF-20)
Future Land Use Designation	Mixed Use – East (MU-E)

ATTACHMENT B: SITE HISTORY

The subject sites are comprised of a mixture of single-family residences, multi-family residences, and places of worship. Below is a summarized history of each property based on Palm Beach Property Appraiser's records and City records:

- 118 North A Street
 - 1950 – The +/- 2,920 square foot place of worship was constructed at 118 North A Street.
 - September 28, 2020 – There are no active business licenses at this site.
 - September 28, 2020 – There are no active code cases at this site.
- 116 North A Street
 - 1949 – The +/- 1,251 single-family residence was constructed at 116 North A Street.
 - September 28, 2020 – There are no active business licenses at this site.
 - September 28, 2020 – There are no active code cases at this site.
- 127 North B Street
 - 1955 – The +/- 2,042 square foot multi-family residence was constructed at 127 North B Street.
 - September 28, 2020 – Michael Harrylal has an active business license for the rental of a single-family.
 - September 28, 2020 – Code Compliance records show that this property is due for a Use and Occupancy Inspection.
- 121 North B Street
 - 1979 – The +/- 6,936 square foot multi-family residence was constructed at 121 North B Street.
 - January 15, 2009 – September 20, 2012 – Benjamin Francois held a business license at 121 North B Street for the rental of six units.
 - April 17, 2014 – September 30, 2021 – Fraeye Investments LLC holds an active business license at 121 North B Street for the rental of six units.
 - September 28, 2020 – Code Compliance records show that this property is due for a Use and Occupancy Inspection.
- 119 North B Street
 - 1928 – The +/- 1,360 square foot single-family residence was constructed at 119 North B Street.
 - June 12, 2012 – September 30, 2012 – Erik Helsher, Inc. held a business license at 119 North B Street for a home occupation.
 - September 28, 2020 – There are no active business licenses at this site.
 - September 28, 2020 – There are no active code cases at this site.
- 113 North B Street
 - 1952 – The +/- 1,085 square foot single-family residence was constructed at 113 North B Street.
 - September 28, 2020 – There are no active business licenses at this site.
 - September 28, 2020 – There are no active code cases at this site.
- 1500 Lucerne Avenue
 - 1967 – The +/- 153,106 square foot multi-family tower was constructed at 1500 Lucerne Avenue, known as the Lake Worth Towers.
 - December 9, 1999 – September 30, 2021 – Towers Hari Design holds an active business license at 1500 Lucerne Avenue for a hair salon.
 - July 2, 2012 – September 30, 2020 – Clary's Corner Café held a business license at 1500 Lucerne Avenue for a 49-seat restaurant.
 - July 17, 2014 – September 30, 2021 – Lake Worth Towers, Inc. holds an active business license at 1500 Lucerne Avenue for a commercial rental and for a Group Home Type III.
 - September, 8, 2020 – September 30, 2021 – GTP Structures II, LLC holds an active business license at 1500 Lucerne Avenue for a telecommunication operator.
 - September 28, 2020 – Code Compliance records show that this property is due for Use and Occupancy Inspections.

- 128 North C Street
 - 1949 – The +/- 4,918 square foot place of worship was constructed at 128 North C Street.
 - 1950 – A +/- 1,708 square foot residence was constructed in connection with the existing place of worship.
 - 1962 – A +/- 9,750 square foot building was constructed in connection with the existing place of worship.
 - 1955 – An +/- 800 square foot office building was constructed in connection with the existing place of worship.
 - June 27, 2014 – September 30, 2021 – Lake Worth First Church of the Nazarene holds an active business license at 128 North C Street for a religious organization.
 - September 2, 2020 – A zoning letter was issued allowing 128 North C Street to be split into two separate parcels.
 - September 28, 2020 – Code Compliance records show that this property is due for Use and Occupancy Inspections.

ATTACHMENT C: CONSISTENCY WITH SECTION 23.2-36(3)

Consistency with Section 23.2-36(3): Review Criteria for the Rezoning of Land

The land development regulations require all rezoning requests without a concurrent Future Land Use Map (FLUM) Amendment be analyzed for consistency with Section 23.2-36(3). Staff has reviewed the rezoning against this section and has determined that the rezoning complies with the following review criteria:

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

Staff Analysis: The rezoning request furthers the implementation of the City's Comprehensive Plan with the proposed adoption of a zoning district that is consistent with the Mixed Use – East future land use (FLU) designation on the subject sites. The current zoning districts are not implementing zoning districts of the Mixed Use – East FLU. **Meets Criterion.**

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

Staff Analysis: The rezoning request will not be contrary or incompatible to the established land pattern, nor will it create an isolated zoning district unrelated to the adjacent and nearby classifications or constitute a grant of special privilege to the petitioner as contrasted with the protection of the public welfare. The proposed zoning of MU-E allows for a wide array of commercial, office, and service uses that are consistent with the City's vision for the MU-E FLU area. Further, the rezoning offers the current property owners with more flexibility for redevelopment and higher market potential. **Meets Criterion.**

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

Staff Analysis: The rezoning request supports the integration of a mix of land uses consistent with smart growth and sustainability initiatives. In particular, approval of the rezoning request could lead to compatible land uses that could strengthen and direct development to the existing area. This is a smart growth principle that will allow the City to benefit from a stronger tax base, will increase efficiency of already-developed land, and will add to the redevelopment potential in the area. The uses immediately surrounding the properties are primarily single-family residential, multi-family residential, and commercial. Approval of the rezoning will allow for land uses that are complementary to the commercial core area as well as the existing residential uses surrounding the properties. **Meets Criterion.**

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

Staff Analysis: This criterion is only applicable to requests to rezone land to a planned zoning district. As this request seeks approval to rezone the subject properties to the conventional MU-E zoning district, this criterion

does not apply. That being said, all future requests for development will be reviewed to ensure the provision of adequate public services and infrastructure necessary to support the subject properties. Further, the availability of public services and infrastructure for the adopted future land use map was reviewed previously with the adoption of the Comprehensive Plan 2016 EAR based amendments and the subsequent 2018 amendments. **Criterion not applicable.**

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

1. Whether the proposed rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties.
2. Whether the proposed rezoning is of a scale which is reasonably related to the needs of the neighborhood and the city as a whole.

Staff Analysis: The existing zoning districts of the subject properties are not consistent with the adopted future land use. Rezoning of the subject sites will increase compatibility with the adoption of a zoning district that is intended to implement the vision of the Mixed Use – East FLU designation. **Meets Criterion.**

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

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

Staff Analysis: The rezoning request does not have a concurrent site plan application in review at this time. As such, this criterion is not applicable. Any future requests for development on this property will be processed and subject to review in accordance with the applicable Land Development Regulations. **Criterion not applicable.**

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

1. Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and
2. Represent a potential decrease in the number of uses with high probable economic development benefits.

Staff Analysis: The proposed application would increase the development potential of the subject sites in density, intensity and number of uses. **Meets Criterion.**

h. *Master plan and site plan compliance with land development regulations:* When master plan and site plan review are required pursuant to section 2.D.1.e. above, both shall comply with the requirements of the respective zoning district regulations of article III and the site development standards of [section 23.2-32](#).

Staff Analysis: The rezoning request does not have a concurrent site plan application in review at this time. As such, this criterion is not applicable. Any future requests for development on this property will be processed and subject to review in accordance with the applicable Land Development Regulations. **Criterion not applicable.**

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

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 1, 2020

DEPARTMENT: Commission

TITLE:

Proposed ban on plastic straws in facilities owned, operated or managed by the City of Lake Worth Beach

SUMMARY:

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach is blessed with an ocean front that is one of the finest on the entire eastern seaboard of Florida. We are charged with the protection and preservation of this environment for people who live here now, and for generations to come. Information and data on the horrific plastic waste that pollutes our shoreline and our stretch of ocean front is readily available on line, but two recent articles are attached for your ease of reference.

The good news is that we can do something about this locally. The Florida State Legislature attempted to pre-empt this authority, but Gov. DeSantis vetoed the legislation. Our neighboring city, West Palm Beach, has enacted a similar ban already, including ADA exceptions

MOTION:

Move to approve/disapprove an Ordinance relating to the use of plastic straws in City owned or City managed properties.

ATTACHMENT(S):

Fiscal Impact Analysis N/A
Casino Rules and Regulations
Typical language in leases
"form" of Ordinance requested

EXHIBIT "D"

RULES AND REGULATIONS

1. The sidewalks and public portions of the Project, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant or its employees, agents, invitees, or guests nor shall they be used for any purpose other than ingress and egress to and from the Premises. Tenant shall not conduct any business, loading or unloading, assembling, or any other work connected with Tenant's business on any portion of the Common Areas or in any other area of the Project outside the confines of the Premises. Tenant shall not sell or display merchandise on, or otherwise obstruct, the Common Areas or any other area of the Project outside the confines of the Premises.

2. Mulligan's may have satellite dish (s) in the designated locations contained within the plans and blueprints as approved by the city, approval will not be unreasonably withheld. No awnings or other projections shall be attached to the outside walls of the Project. No curtains, blinds, shades, louvered openings, or screens or anything else which may be visible from outside the Building shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or in the Project.

3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Project or on corridor walls or doors or mounted on the inside of any windows without the prior written consent of Landlord. Signs on any entrance door or doors shall conform to Project standards and shall, at Tenant's expense, be inscribed, painted, or affixed for Tenant by sign makers approved by Landlord.

4. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Project, nor placed in the public halls, corridors, or vestibules without the prior written consent of Landlord.

5. Whenever Tenant shall submit to Landlord any plan, agreement, assignment, sublease, or other document for Landlord's consent or approval, Tenant shall reimburse Landlord, on demand, for the actual out-of-pocket costs for the services of any architect, engineer, or attorney employed by Landlord to review or prepare the plan, agreement, assignment, sublease, consent, or other document.

6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damages resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, invitees, or guests, shall have caused the damages.

7. No animals of any kind (except dogs assisting disabled persons) shall be brought on the Premises or Project.

8. Unless the Permitted Use includes food service uses, no cooking shall be done or permitted by Tenant on the Premises. Except for standard residential type refrigerator and microwave oven, no refrigeration or heating equipment may be placed inside the Premises without the prior written consent of Landlord in each instance. Tenant shall not cause or permit any unusual or objectionable odors to be produced on or permeate from the Premises.

9. Prohibited Disposable Food Service Ware: Food Vendors, Restaurants and any other vendor may not sell Prepared Food in Disposable Food Service Ware that contains Polystyrene Foam.

10. Required Biodegradable/Compostable Disposable Food Service Ware: All Food Vendors using any Disposable Food Service Ware shall use a suitable, affordable alternative Biodegradable/Compostable product to containers made from Polystyrene Foam. The city will assist the vendors by providing a list of potential products. However, it is the responsibility of the Food Vendor to locate a suitable alternative. A number of other cities around the world including San Francisco and Berkeley have successfully banned Styrofoam so there are plenty of commercially viable alternatives.

11. Plastic Bags: In the City of Lake Worth Contract with the vendors at the Beach, this section requires the use of recyclable paper, compostable and/or reusable checkout bags. The goal is to reduce litter of plastic bags that kill over 100,000 marine animals a year and create a nuisance to our residents by being both unsightly and creating a potential biohazard.



11.1 All Stores shall provide recyclable Bags, compostable bags and/or reusable bags.

11.2 Definitions: "Recyclable Paper Bag" means a paper bag that meets all of the following requirements: (1) contains no old growth fiber, (2) is 100% recyclable overall and (3) displays the words "Reusable" and "Recyclable" in a highly visible manner on the outside of the bag and (4) should contain post consumer discarded waste.

12. Tenant shall not make or permit to be made any unseemly or disturbing noises, or electromagnetic, radio or television interference, or disturb or interfere with occupants of the Project or neighboring premises or those having business with them, or interfere with equipment of Landlord or occupants of the Project, whether by the use of any musical instrument, radio, television, machines or equipment, unmusical noise, or in any other way, including use of any wireless device or equipment. Tenant shall not use any advertising medium such as loud speakers, sound amplifiers, or radio or television broadcasts in a manner which may be heard outside the Premises.

13. Neither Tenant nor any of Tenant's employees, agents, invitees, or guests shall at any time bring or keep on the Premises any firearms, inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of cleaning fluids and solvents required in the normal operation of Tenant's business, all of which shall only be used in strict compliance with all applicable environmental laws.

14. Landlord shall have a valid pass key to all spaces within the Premises at all times during the Lease Term. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism of the locks, without the prior written consent of the Landlord and unless and until a duplicate key is delivered to Landlord. Tenant must, on the termination of its tenancy, restore to the Landlord all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay Landlord for the replacement cost of them.

15. Tenant shall not create or use any advertising mentioning or exhibiting any likeness of the Project without the prior written consent of Landlord. Landlord shall have the right to prohibit any advertising that, in Landlord's reasonable opinion, tends to impair the reputation of the Project or its desirability as a retail center, and on notice from Landlord, Tenant shall discontinue the advertising.

16. The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

17. Canvassing, soliciting, and peddling within the Project or in the Common Areas is prohibited and Tenant shall cooperate to prevent such activities.

18. Tenant, its employees, agents, contractors, and invitees shall park their vehicles only in the portion of the parking areas and roadways of the Project designated by Landlord. Usage of parking spaces shall be in common with all other tenants of the Project and their employees, agents, contractors, and invitees. All parking space usage shall be subject to any reasonable rules and regulations for the sale and proper use of parking spaces that Landlord may prescribe. Tenant's employees, agents, contractors, and invitees shall abide by all posted roadway signs in and about the parking facilities. Landlord shall have the right to tow or otherwise remove vehicles of Tenant and its employees, agents, contractors, or invitees that are improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of Tenant or the owner of the vehicle, or both, and without liability to Landlord. Upon request by Landlord, Tenant shall furnish Landlord with the license numbers and descriptions of any vehicles of Tenant, its principals, employees, agents, and contractors. Landlord reserves the right to charge Tenant an administrative fee of \$50.00 per violation of the foregoing rules.

19. Any roof opening or other work on the roof required at the Premises shall be performed by Landlord's roofing contractor, at Tenant's expense. Such openings shall include, as required, supporting structures, angles, curbs, flashing ducts, and vents and grills. Landlord may refuse to approve such roof opening or other work request if it may affect the roof's structural system, may void the roof warranty, or may otherwise affect the integrity of the roofing system.



EXHIBIT "D"

RULES AND REGULATIONS

1. The sidewalks and public portions of the Project, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant or its employees, agents, invitees, or guests nor shall they be used for any purpose other than ingress and egress to and from the Premises. Tenant shall not conduct any business, loading or unloading, assembling, or any other work connected with Tenant's business on any portion of the Common Areas or in any other area of the Project outside the confines of the Premises. Tenant shall not sell or display merchandise on, or otherwise obstruct, the Common Areas or any other area of the Project outside the confines of the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Project. No curtains, blinds, shades, louvered openings, or screens or anything else which may be visible from outside the Building shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or in the Project.

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
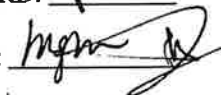
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6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damages resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, invitees, or guests, shall have caused the damages.


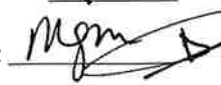
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9. Prohibited Disposable Food Service Ware: Food Vendors, Restaurants and any other vendor may not sell Prepared Food in Disposable Food Service Ware that contains Polystyrene Foam.

LANDLORD: 
TENANT: 



10. Required Biodegradable/Compostable Disposable Food Service Ware: All Food Vendors using any Disposable Food Service Ware shall use a suitable, affordable alternative Biodegradable/Compostable product to containers made from Polystyrene Foam. The city will assist the vendors by providing a list of potential products. However, it is the responsibility of the Food Vendor to locate a suitable alternative. A number of other cities around the world including San Francisco and Berkeley have successfully banned Styrofoam so there are plenty of commercially viable alternatives.

LANDLORD: 
TENANT: 

11. Plastic Bags: In the City of Lake Worth Contract with the vendors at the Beach, this section requires the use of recyclable paper, compostable and/or reusable checkout bags. The goal is to reduce litter of plastic bags that kill over 100,000 marine animals a year and create a nuisance to our residents by being both unsightly and creating a potential biohazard.

11.1 All Stores shall provide recyclable Bags, compostable bags and/or reusable bags.

11.2 Definitions: "Recyclable Paper Bag" means a paper bag that meets all of the following requirements: (1) contains no old growth fiber, (2) is 100% recyclable overall and (3) displays the words "Reusable" and "Recyclable" in a highly visible manner on the outside of the bag and (4) should contain post consumer discarded waste.

LANDLORD: 
TENANT: 

12. Tenant shall not make or permit to be made any unseemly or disturbing noises, or electromagnetic, radio or television interference, or disturb or interfere with occupants of the Project or neighboring premises or those having business with them, or interfere with equipment of Landlord or occupants of the Project, whether by the use of any musical instrument, radio, television, machines or equipment, unmusical noise, or in any other way, including use of any wireless device or equipment. Tenant shall not use any advertising medium such as loud speakers, sound amplifiers, or radio or television broadcasts in a manner which may be heard outside the Premises.

13. Neither Tenant nor any of Tenant's employees, agents, invitees, or guests shall at any time bring or keep on the Premises any firearms, inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of cleaning fluids and solvents required in the normal operation of Tenant's business, all of which shall only be used in strict compliance with all applicable environmental laws.

14. Landlord shall have a valid pass key to all spaces within the Premises at all times during the Lease Term. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism of the locks, without the prior written consent of the Landlord and unless and until a duplicate key is delivered to Landlord. Tenant must, on the termination of its tenancy, restore to the Landlord all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay Landlord for the replacement cost of them.

15. Tenant shall not create or use any advertising mentioning or exhibiting any likeness of the Project without the prior written consent of Landlord. Landlord shall have the right to prohibit any advertising that, in Landlord's reasonable opinion, tends to impair the reputation of the Project or its desirability as a retail center, and on notice from Landlord, Tenant shall discontinue the advertising.

16. The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

17. Canvassing, soliciting, and peddling within the Project or in the Common Areas is prohibited and Tenant shall cooperate to prevent such activities.

18. Tenant, its employees, agents, contractors, and invitees shall park their vehicles only in the portion of the parking areas and roadways of the Project designated by Landlord. Usage of parking spaces shall be in common with all other tenants of the Project and their employees, agents, contractors, and invitees. All parking space usage shall be subject to any reasonable rules and regulations for the sale and proper use of parking spaces that Landlord may prescribe. Tenant's employees, agents, contractors, and invitees shall abide by all posted roadway signs in and about the parking facilities. Landlord shall have the right to tow or otherwise remove vehicles of Tenant and its employees, agents, contractors, or invitees that are improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of Tenant or the owner of the vehicle, or both, and without liability to Landlord. Upon request by Landlord, Tenant shall furnish Landlord with the license numbers and descriptions of any vehicles of Tenant, its principals,

ORDINANCE NO. ???

AN ORDINANCE OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING **CHAPTER 15 ENTITLED "OFFENSES-MISCELLANEOUS,"** OF THE CODE OF ORDINANCES OF THE CITY OF LAKE WORTH BEACH, FLORIDA, BY CREATING **ARTICLE VIII,** TO BE ENTITLED "PROHIBITION OF SALE OR DISTRIBUTION OF PLASTIC STRAWS," TO PROHIBIT THE SALE AND DISTRIBUTION OF PLASTIC STRAWS, EXCEPT AS OTHERWISE PROVIDED, PROVIDING FOR PENALTIES, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth Beach is committed to environmental protection and stewardship, and hereby finds that it is in the best interest, safety and welfare of the citizens and visitors to the City of Lake Worth Beach to reduce litter and pollutants on the lands and in the surrounding waters of the City of Lake Worth Beach in order to continue to protect the wildlife of the City of Lake Worth Beach; and

WHEREAS, discarded plastic straws threaten wildlife on the lands and in the waters of the City of Lake Worth Beach and litter the City of Lake Worth Beach's beaches and the adjacent waters of Florida's coast, which includes areas within the geographical boundaries of the City of Lake Worth Beach; and

WHEREAS, the City Commission finds that there are reasonable, "environmentally-friendly" alternatives to plastic straws including, but not limited to, straws made of paper, plant, vegetable and other natural products; and

WHEREAS, the City Commission has determined that it is in the best interest of the residents of the City to promote the public health, safety, and general welfare by amending **Chapter 15** to enact procedures and prohibitions regarding the distribution of plastic straws to reduce waste.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF Lake Worth Beach, FLORIDA:

SECTION 1. That the foregoing "Whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. That **Chapter 15** entitled "**OFFENSES-MISCELLANEOUS,**" of the Code of Ordinances of the City of Lake Worth Beach, Florida is amended by creating **Article VIII**, entitled "Prohibition of Sale or Distribution of Plastic Straws," to provide as follows:

Section 15-XXX. Definitions.

For the purpose of this Article, the following terms, phrases, words, abbreviations and their derivations shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

Plastic Straw means a tube made predominantly of plastic derived from petroleum, a biologically-based source (such as corn or other plants), or polystyrene, polypropylene, or polyethylene, for the purpose of transferring a beverage from its container to the mouth of the drinker by suction, and which is primarily intended for a single use. The term shall not include food grade paper straws, straws made of compostable plant material, or straws made of metal, wood, ceramic or similar materials and designed for re-use.

Special Event Permittee means any person or entity, and their subcontractor(s), issued a special event permit by the City for a special event on City property or in a City facility.

City Facility includes, but is not limited to, any building, structure, park, beach, road, street, right-of-way, or other facility owned, operated or managed by the City.

City Property includes, but is not limited to, any land, water, or air rights owned, operated or managed by the City.

~~OMIT Commercial Establishment means an establishment used for commercial purposes, such as bars, restaurants, private offices, fitness clubs, retail stores, banks and financial institutions, supermarkets, auto and boat dealerships, and other establishments with common business areas.~~

Distribution or to Distribute means the vending, sale, giving, deployment or delivering for any purpose of a straw, other than as defined herein, whether or not incident to the sale, vending or provision of any kind of beverage in a container.

Section 15-XXX. Sale or Distribution of Plastic Straws Prohibited: Exceptions.

(1) A Plastic Straw shall not be sold or distributed within the City of Lake Worth Beach in or by ~~any commercial establishment~~ or at any City Facility or City Property or by any Special Event Permittee.

(2) Exceptions.

This prohibition shall not apply to:

- (a) Pre-packaged beverages with plastic straws sold or distributed within the City provided that such beverages are prepared and packaged outside the City and are not altered, packaged or repackaged within the City.
- (b) Medical or dental facilities .
- (c) Hospitals or medical centers.
- (d) The use of a Plastic Straw by any disabled person that requires or relies on the use of a straw to consume beverages and/or food supplements.
- (e) A Plastic Straw that is included with and manufactured as a part of, or in combination with, a re-usable beverage container and is intended for continued and multiple uses with such container.
- (f) Land or facilities owned and managed by the Palm Beach County School District, Palm Beach County, the State of Florida or the Federal Government.
- (g) Use during a locally declared emergency.

Section 15-XXX. Public Education Prior to Enforcement.

(1) Following adoption of this Section and for a period of six (6) months, the City shall engage in public education efforts deemed appropriate by the City to ~~inform commercial establishments of the provisions of this Section~~ and to provide assistance in identifying alternatives to Plastic Straws.

OMIT

~~(2) Following the successful completion of the public education efforts and for a period of six (6) months, no commercial establishment shall distribute Plastic Straws except upon a customer's specific request.~~

Section 15-XXX. Enforcement: Penalties.

(1) Commencing one (1) year after the adoption of this Ordinance, the City's Code Compliance Officer(s) shall enforce violations of this Section 15-XXX.

(2) Penalties for violations of the provisions shall be as follows:

- (a) First offense: a written warning notice pursuant to **Section XXX**, with no civil penalty as a first response to a violation. A copy shall be kept on file with the City.
- (b) Second offense within any one year period from the date of the first offense: \$100.00 civil citation.
- (c) Third offense within any one year period from the date of the second offense: \$200.00 civil citation.
- (d) Fourth offense and each subsequent offense within any one year period from the date of the previous offense: \$500.00 civil citation.
- (e) When there is a permitted special event that will last for a period of two days or less, the compliance timeframe in the written warning shall not exceed twelve (12) hours.

Each day that a prohibited sale or other distribution occurs shall constitute a separate violation.

(3) Nothing stated herein shall be construed as a limitation to the City's remedies available to it through its contract, lease, permit, or other relationship with a commercial establishment.

SECTION 3. That, at the direction of the City Attorney, the publisher of the Code of Ordinances of the City of Lake Worth Beach, Florida, is authorized to conform chapter, article, section, subsection, and clause numbers and letters, and capitalization, set forth in this Ordinance, to the numbering, lettering, and capitalization structure established in the Code of Ordinances of the City of Lake Worth Beach, Florida, and to correct non-substantive scrivener's errors in the codification of this Ordinance.

SECTION 4. That all ordinances or part of ordinances in conflict with this Ordinance are repealed to the extent of such conflict, and all resolutions or parts of resolutions in conflict with this Ordinance are rescinded to the extent of such conflict.

SECTION 5. That this Ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED FIRST READING this _____ day of _____, 20__

PASSED SECOND READING this _____ day of _____, 20__

Mayor
PAM TRIOLO

ATTEST:

City Clerk
DEBORAH ANDREA

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 1, 2020

DEPARTMENT: Commission

TITLE:

Discussion item brought forward by Comm. Robinson regarding additional required public meetings for development projects

SUMMARY:

The Discussion is to determine if there should be additional public meetings for any new development being proposed by the City or the Community Redevelopment Agency ("CRA").

BACKGROUND AND JUSTIFICATION:

Commissioner Robinson is suggesting that we pass an Ordinance requiring developers to hold an informational meeting targeted to neighborhoods in which the development is proposed. The purpose would be to give the neighbors a "heads up" on what the City or the CRA has in mind and how the developer proposes to carry it out. This would be in addition to the meetings and public hearings currently required through the CRA and City processes.

MOTION:

N/A

ATTACHMENT(S):

Fiscal Impact Analysis N/A

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: December 1, 2020

DEPARTMENT: Financial Services

TITLE:

Resolution No. 54-2020 Municipal CARES ACT Interlocal Agreement with Palm Beach County

SUMMARY:

The resolution approves and authorizes the Mayor to execute the Interlocal Agreement with the County for up to \$1,033,355 in CARES ACT reimbursement funding for the City's procurement of goods and services for the COVID-19 pandemic.

BACKGROUND AND JUSTIFICATION:

On March 13, 2020, the County declared a State of Emergency as a result of the COVID-19 pandemic. In response, the City spent \$1,033,355 in procuring COVID-19 related goods and services between March 1, 2020 and October 31, 2020. The federal government has provided the County with CARES ACT funding to be used towards the procured COVID-19 related goods and services. The County is making the federal funding available to municipalities in Palm Beach County under its Municipal CARES ACT Reimbursement Program.

Resolution No. 54-2020 approves and authorizes the Mayor to execute the Interlocal Agreement and any related documents for up to \$1,033,355 in CARES ACT reimbursement funding.

MOTION:

Resolution No. 54-2020 Municipal CARES ACT Interlocal Agreement with Palm Beach County

ATTACHMENT(S):

Fiscal Impact Analysis
Copy of Interlocal Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$1,033,355	0	0	0	0
External Revenues	\$1,033,355	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY20 Budget	Current Balance	Agenda Expenditure	Balance
		N/A	0	0	0	\$1,033,355

RESOLUTION NO. 54-2020 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY SEEKING \$1,032,897 IN FUNDING MADE AVAILABLE UNDER PALM BEACH COUNTY’S MUNICIPAL CARES ACT REIMBURSEMENT PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, On March 13, 2020 Palm Beach County (“County”) declared a State of Emergency as a result of the COVID-19 pandemic; and

WHEREAS, the County has received CARES ACT funding from the federal government for the procurement of COVID-19 related goods and services; and

WHEREAS, these funds are to be made available to all municipalities in the County; and

WHEREAS, the County has created the Municipal CARES ACT Reimbursement Program for this purpose; and

WHEREAS, the City has made expenditures for COVID-19 related goods and services that have not been and will not be reimbursed from any CARES ACT funds or other grants and donations; and

WHEREAS, the City desires to enter into this Interlocal Agreement with the County for the reimbursement of said COVID-19 related goods and services that are eligible for reimbursement under the County’s Municipal CARES ACT Reimbursement Program.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the Interlocal Agreement between Palm Beach County and the City seeking funding of up to \$1,032,897 for reimbursement of eligible COVID-19 related goods and services under the County’s Municipal CARES ACT Reimbursement Program.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby authorizes the Mayor to execute the Interlocal Agreement between Palm Beach County and the City and all related documents for this stated purpose.

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

47 SECTION 4: This resolution shall become effective upon adoption.

48

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

- 52 Mayor Pam Triolo
- 53 Vice Mayor Andy Amoroso
- 54 Commissioner Scott Maxwell
- 55 Commissioner Herman Robinson
- 56

57 The Mayor thereupon declared this resolution duly passed and adopted on the 1st
58 day of December, 2020.

59 LAKE WORTH BEACH CITY COMMISSION

60

61

62 By: _____
63 Pam Triolo, Mayor

64

65 ATTEST:

66

67

68 _____
69 Deborah M. Andrea, CMC, City Clerk

70

71

INTERLOCAL AGREEMENT

This Interlocal Agreement is hereby entered into as of the _____ day of November 2020, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and the CITY of _____, a municipality located within Palm Beach County, hereinafter referred to as CITY.

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared that a public health emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency for the State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, pursuant to Section 252.38(3)(a)(5), Florida Statutes, COUNTY declared a State of Emergency as a result of COVID-19, and the declaration has been extended through and beyond this date in accordance with applicable law; and

WHEREAS, the COUNTY has received CARES ACT funds from the federal government for the procurement of COVID-19 related goods and services; and

WHEREAS, the CITY has made expenditures for COVID-19 related goods and services that have not been and are not going to be reimbursed from any CARES ACT funds or other grants or donations; and

WHEREAS, Palm Beach County has determined that it is in the public's best interest to reimburse the CITY for their procurement and expenditure of COVID-19 related goods or services with CARES ACT funds received by the COUNTY; and

WHEREAS, the COUNTY has created a Municipal CARES ACT Reimbursement Program for the benefit of the CITY and the general public; and

WHEREAS, COUNTY and CITY desire to enter into this Interlocal Agreement.

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

I. PURPOSE

The purpose of this Interlocal Agreement ("Agreement") is for the COUNTY to reimburse the CITY for their procurement and expenditure for COVID-19 related goods or services in accordance with the Municipal CARES ACT Reimbursement Program ("Program"), which is attached hereto and incorporated herein as "Attachment A".

II. CONTRACT REPRESENTATIVES

The COUNTY'S representatives during the performance of this Agreement shall be Todd Bonlarron, Assistant County Administrator, telephone number (561) 355-4019 and Ed Chase, Intergovernmental Affairs Director, telephone number (561) 355-6266.

The CITY's representatives during the performance of this Agreement shall be _____.

III. COMMENCEMENT OF INTERLOCAL AGREEMENT

This Agreement shall commence upon execution by both parties, and shall terminate on _____.

IV. RESPONSIBILITIES OF CITY

The CITY must fully comply with the COUNTY's Program as described below, including the requirements of Attachment A.

- A. All expenditures for which the CITY will be seeking reimbursement from the COUNTY must have been made as a result of the COVID-19 virus and must have been procured and paid for between and including March 1, 2020 and October 31, 2020.
- B. All expenditures for which the CITY will be seeking reimbursement from the COUNTY must not have been included in the CITY's most recent budget approved prior to March 1, 2020.
- C. On or before December 1, 2020, the CITY shall provide COUNTY with appropriate documentation, an executed Municipal CARES ACT Reimbursement Certification, and an Invoice Activity Report for all eligible items for which the CITY is seeking reimbursement from COUNTY. The Invoice Activity Report is attached hereto and incorporated herein as "ATTACHMENT B".

V. PAYMENTS

Reimbursement made by the COUNTY to the CITY under the Program will be provided based on the overall amount of funds requested relative to allocated and available COUNTY CARES ACT funds.

- A. If a CITY receives CARES ACT funds from the COUNTY and the expenses are denied by the federal government, the CITY shall reimburse the COUNTY for the CARES ACT funds received for the denied expenditure.
- B. If a municipality receives funding for expenses previously reimbursed with COUNTY CARES ACT funds, the CITY shall reimburse the COUNTY for the CARES ACT funds received for those expenditures.
- C. Any and all payments made by the COUNTY to the CITY under the Program are subject to availability of CARES Act funds.

RESPONSIBILITIES OF THE COUNTY

COUNTY shall review all eligible expenditures and documentation submitted by CITY for the purpose of reimbursement. COUNTY shall reimburse CITY for all eligible expenditures on or before December 30, 2020 or provide written denial of submitted expenditures for reimbursement.

VI. TERMINATION

Each Party may terminate this Agreement by serving a minimum fourteen (14) days prior written notice to the other Party.

VIII. PERSONNEL

CITY ensures that its personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services described herein shall be performed by, or under the supervision of CITY. CITY shall ensure that all personnel engaged in performing the services set forth herein shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

IX. INSURANCE/INDEMNIFICATION

CITY acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that it is self-insured for general liability and automobile liability under Florida sovereign immunity statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. User's self-insurance shall be primary with respect to any coverage maintained by the County.

Subject to the provisions and only within the limitations of Section 768.28, Florida Statutes, and without waiving sovereign immunity, the parties recognize their respective tort liability for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment. It is expressly understood that this provision shall not be construed as; i) a waiver of any right, defense or immunity that the parties have under Chapter 768.28, Florida Statutes, or any other statute, ii) an agreement by either Party hereto to indemnify the other; or iii) consent by either Party to be sued by third parties. Each party covenants to maintain sufficient general liability and workers' compensation coverage, unless self-insured, regarding its respective liability, throughout the term of this Agreement.

CITY further agrees, to the extent allowed by law and without waiving the right to sovereign immunity, to indemnify and holds harmless the Federal Government, its employees and/or contractors; the State of Florida, Division of Emergency Management, its employees and/or contractors from liability to third parties for claims asserted under this Agreement. This section shall survive the termination of this Agreement.

X. SUCCESSORS AND ASSIGNS

The COUNTY and CITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor CITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

XI. REMEDIES

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

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

XI. CONFLICT OF INTEREST

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

CITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that may be undertaken and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by CITY. The COUNTY agrees to notify CITY of its opinion as soon as is reasonably possible. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CITY, the COUNTY shall so state in the notification and CITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided under the terms of this Agreement.

XIII. ARREARS

CITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CITY further warrants

and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

XIV. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by CITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

XV. AUTHORITY TO PRACTICE

CITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

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

XVII. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this agreement or performing any work in furtherance hereof, CITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

XVIII. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

If sent to CITY, notices shall be addressed to:

XIX. ENTIRETY OF AGREEMENT

The COUNTY and CITY 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.

XX. REGULATIONS; LICENSING REQUIREMENTS

The COUNTY and CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion, and any other federal requirement now in effect or imposed in the future that apply to this Agreement. The COUNTY and CITY are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

XXI. COUNTERPARTS

This Agreement, including any exhibits that may be referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. CITY shall execute by manual means only, unless the COUNTY provides otherwise.

XXII. PUBLIC RECORDS, ACCESS AND AUDITS

CITY shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or

annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at CITY's place of business. Exceptions include:

1. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When the COUNTY has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
3. Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
4. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the COUNTY.

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

CITY shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507 and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions, including OMB Circulars A-128 or A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

XXIII. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

XXIV. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. CITY, if prime subcontracts are to be let, shall take the Affirmative Steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

XXV. CONFLICT OF INTEREST/GIFT POLICY

Conflict of Interest/Gift Policy.

1. CONFLICT OF INTEREST: Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the CITY may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a CITY contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

2. ORGANIZATIONAL CONFLICT OF INTEREST: If the vendor has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

GIFT POLICY: Notwithstanding any provision of the Ethics Code, no vendor or CITY shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from CITY or sub-providers

XXVI. INDEPENDENT PROVIDER RELATIONSHIP

CITY is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Provider and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to CITY's sole direction, supervision, and control. CITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CITY's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Provider and not as employees or agents of the COUNTY. CITY does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Agreement.

XXVII. CONTINGENT FEE

CITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CITY, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

XXVIII. NON-DISCRIMINATION

1. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, CITY warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
2. Equal Employment Opportunity. During the performance of this Agreement, CITY agrees as follows:

CITY will comply with all applicable federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 - 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the

basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. CITY shall comply with the Drug Free Workforce Act of 1988.

XXIX. DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a proposal on a contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; submit proposals on leases of Real Property to a public entity; award or perform work as a vendor, supplier, sub-provider, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

XXX. DEBARMENT AND SUSPENSION

A completed "Certification Regarding Debarment and Suspension" (Attachment C) is required at time of response submission. Upon request, CITY agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, sub-Providers and sub-consultants after Contract award. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CITY is required to verify that none of CITY, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.935). CITY must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that CITY did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and COUNTY as sub-grantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. SCHOOL BOARD must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. CITY further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XXXI. FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority.

XXXII. SCRUTINIZED COMPANIES

1. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, CITY certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.
2. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, CITY certifies that it, its affiliates, suppliers, sub-providers and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CITY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal.

XXXIII. MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work or Program, including alterations, reductions therein, or additions thereto. Upon receipt by CITY of the COUNTY's notification of a contemplated change, CITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect CITY's ability to meet the completion dates or schedules of this Agreement. If the COUNTY so instructs, in writing, CITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment, and CITY shall not commence work on any such change until such written amendment is signed by CITY and approved and executed on behalf of Palm Beach County.

XXXIV. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

CITY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401-7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

CITY agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

CITY agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance money.

XXXV. SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. COUNTY shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under this Agreement. The COUNTY shall hold the copyright to works produced or purchased under this Agreement. FEMA and the Federal Government hold a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

XXXVI. MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

CITY is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

XXXVII. PROCUREMENT OF RECOVERED MATERIALS

CITY is to provide COUNTY with those goods designated by the Environmental Protection Agency ("EPA"), at 40 C.F.R. 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 or where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

XXXVIII. PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

CITY acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to CITY's actions pertaining to this contract. (31 U.S.C. Chapter 38).

XXXIX. FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

The False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from CITY or sub-provider under the Agreement. (31 U.S.C. 3729).

XXXX. HIRING OF MECHANICS OR LABORERS

For those solicitations and contracts including the employment of mechanics or laborers, the contract must provide for compliance with 40 U.S.C § 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, CITY shall be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

XXXXI. DRUG-FREE WORKPLACE

CITY shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the CITY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.
4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under Contract, the employee will abide by the terms of the statement and will notify the CITY of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, for any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

XXXXII. AMERICANS WITH DISABILITIES (ADA)

CITY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

IN WITNESS WHEREOF, the County Administrator, on behalf of the COUNTY, and CITY have executed this Agreement on the day and year written above.

**PALM BEACH COUNTY, FOR ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Verdenia C. Baker, County Administrator

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Todd J. Bonlarron, Assistant County Administrator

IN WITNESS WHEREOF, the County Administrator, on behalf of the COUNTY, and CITY have executed this Agreement on the day and year written above.

WITNESS:

Signature

Name (type or print)

CITY OF _____

Signature

Name (type or print)

Title

Attachment A

Municipal CARES ACT Reimbursement Program

Purpose of the Program: This Program is designed to reimburse municipalities in Palm Beach County (“PBC”) that have made certain expenditures related to COVID-19. For reimbursement by PBC, the municipalities must not have previously received reimbursement from the Coronavirus Aid, Relief, and Economic Security Act (“CARES ACT”) for those expenditures and must not have previously received grant funds or donations for those expenditures.

Allocation for the Program: CARES ACT funding will be provided for this Program in an amount to be determined based on a percentage of allocated and available PBC CARES ACT funds.

Assistance Offered: Municipalities must submit their funding reimbursement requests to PBC in accordance with the rules of the Program; and, reimbursements will be provided based on the overall amount of funds requested relative to allocated and available PBC CARES ACT funds.

Eligibility:

- All 39 municipalities located in PBC are eligible to receive CARES ACT funding under this Program; and
- All expenditures must be related to the COVID- 19 virus and must have occurred between March 1, 2020 and ending October 31, 2020; and
- All COVID-19 related expenditures must not have been included in your municipality’s budget; and
- All requests for funding must be submitted to the PBC with appropriate backup documentation no later than December 1, 2020.
- Please note that if a municipality receives CARES ACT funds from PBC and the expenses are denied by the federal government, the municipality shall reimburse PBC for the CARES ACT funds received. Further, if a municipality receives funding for expenses previously reimbursed with PBC CARES ACT funds, the municipality shall reimburse PBC for the CARES ACT funds received.

Eligible Reimbursement Categories: Only the following COVID-19 related goods or services are eligible municipal expenditures for reimbursement with CARES ACT funding under the Program:

Testing:

- Testing Kits
- Infrastructure related to testing locations

Public Information:

- Signage for indoor security, sanitization and social distancing guidelines
- Signage for facility and park closures, electronic signage
- Rental items for closure instruction and security; signage, barricades and barriers

Safety Equipment:

- Touchless conversion equipment
- Plexiglas dividers and installation
- Disinfectant sprayers and fogger equipment and supplies

PPE:

- Masks, gloves
- Sanitizer, sanitizer stations, wipes
- Face shields
- First-responder PPE, testing or other eligible items

Technology:

- Laptops and printers purchased for remote employee workstations related directly to COVID-19
- Monitors, screens and other equipment used remotely or for social distancing at facilities
- VPN expenses for remote workers
- Zoom, WebEx and other licenses purchased specifically for virtual public meeting use

Required Documents Required for EACH Reimbursement Request

- Municipality must submit a fully executed invoice, the applicable purchase order or contract, a receipt marked "Paid" or cancelled check or another financial document that shows receipt and payment of the COVID 19 related expenditure.

Each submitted invoice must include a detailed breakdown of the costs incurred within each eligible reimbursement category and the total reportable eligible expenses in response to the COVID-19 public health emergency. Accompanying each invoice must be an executed Coronavirus Relief Fund Certification and Invoice activity report:

1. A completed [Municipal CARES ACT Reimbursement Certification](#):
 - An individual authorized to submit reimbursement requests on behalf of the local government must certify by signing the attached Local Government Coronavirus Relief Funds Certification signifying that the items and costs listed therein are eligible expenditures incurred due to the COVID-19 public health emergency that were not previously accounted for in the most recent approved budget as of March 1, 2020, and that the funds were used in accordance with section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act.

2. A completed [Invoice Activity Report](#) (*instructions included in document*):

- Must be submitted as an Excel spreadsheet, not a PDF, and include the total amount of all previous reimbursement requests and the total amount of funds being requested in the current reimbursement request for each eligible reimbursement category.
- Include a detailed breakdown of the individual eligible expenditures reported by each eligible reimbursement category.
- Include a brief description of the use of the funds being requested for each eligible reimbursement category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds addressed the COVID-19 emergency.

Incomplete or improperly prepared submissions may result in review and payment delays or denials. Municipalities shall maintain sufficient accounting records in accordance with state and federal laws; and are responsible for maintaining clear and accurate Program records, and making them accessible to PBC upon request.

Justification

- To support municipalities that have been affected by COVID-19 and have had limited funding options to cover expenditures relating to the COVID-19 pandemic.

Other

- Completed applications will be processed in the order that they are received.

####

MUNICIPAL CARES ACT REIMBURSEMENT CERTIFICATION

I, <_____> am the <_____> of <_____>,
and I certify that:

(First name, Last Name)

(Administrative Title)

(Municipal Name)

1. I have the authority and approval from the governing body on behalf of the Municipality to request reimbursement from Palm Beach County (“PBC”) per contract number <_____> from the allocation of Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) for eligible expenditures included on the corresponding invoice voucher for report period <_____>.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between PBC and the Municipality may become necessary.
3. I understand PBC will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement under the PBC Municipal CARES ACT Reimbursement Program were used to cover only those costs that:
 - a. Are eligible expenditures as defined by the PBC Municipal CARES ACT Reimbursement Program; and
 - b. Were not accounted for in the municipal budget most recently approved prior to March 1, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on October 31, 2020.
5. I understand that the use of funds pursuant to this certification must adhere to the official guidance issued under the PBC Municipal CARES ACT Reimbursement Program on what constitutes an eligible expenditure. We have reviewed the guidance established by the U.S. Department of Treasury and PBC and certify that the costs meet the required guidance. Any funds expended by the municipality in any manner that does not adhere to official federal or local guidance shall be returned to PBC, and any funds denied by the US Treasury must be remitted back to PBC by the municipality.
6. I understand the municipality receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with 2 CFR S 200.333 *Retention requirements for records of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidelines). Such documentation may be subject to audit by the County Internal Auditor, PBC Inspector General and/or Federal Inspector General.
7. I understand any funds provided pursuant to this certificate cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the municipality has received any other COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements herein are true and correct to the best of my knowledge.

Printed Name

Signature

Title

Date

ATTACHMENT B

INVOICE ACTIVITY REPORT

Municipality:

Vendor	Invoice #	Amount Paid	Description
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(The invoice activity report template will be forwarded to you as an Excel document.)

ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

CITY certifies that:

(a) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR Part 3000. As such, CITY is required to verify that none of its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

(b) CITY must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by the County. If it is later determined that CITY did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(d) CITY agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C throughout the term of the Agreement. CITY further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Agreement or of this Certification completed by its trade contractors, suppliers, subcontractors and sub-consultants.

CITY

Name, (Title)

Date

