



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 17, 2023 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Vice Mayor Christopher McVoy

PLEDGE OF ALLEGIANCE: led by Commissioner Reinaldo Diaz

AGENDA - Additions / Deletions / Reordering:

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

- A. Presentation by the Tree Board by Ginny Powell, Vice Chair
- B. PBSO Community Policing Update by Capt. Todd Baer
- C. Quarterly CRA Update by Joan Oliva, CRA Director

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Regular Meeting - January 3, 2023](#)

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

- A. [Community Development Block Grant Project Agreement Amendment 001 for Memorial Park Improvements Phase I](#)
- B. [Community Development Block Grant Project Agreement Amendment 001 for Memorial Park Improvements Phase II](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2022-15 – First Reading \(continued\) Consideration of an Urban Planned Development, Major Site Plan, Conditional Use Permit \(CUP\), and Sustainable Bonus Incentive Program \(SBIP\) requests for the project commonly referred to as “Lake Worth Station” located at 930 N G Street to construct a 4 to 5-story, 91 dwelling unit multi-family development with 39 multi-family units proposed to qualify as workforce housing](#)
- B. [Ordinance No. 2023-01 – Second Reading - Adopting amendments to Chapter 7 “Beaches, Parks and Recreation” to provide for Regulation of Launching and Landing of Aircraft](#)

NEW BUSINESS:

- A. [Northwest Ballfield Athletic Facility Field Light Replacements](#)
- B. [Work Order #10 with The Paving Lady for paving and concrete work on Wellesley and Princeton Drives](#)
- C. [Discussion of Mobile Food Vending/Food Trucks Policy for the City of Lake Worth Beach](#)
- D. [WGI Task Order No. 34 – Preparation of a Mobility Plan for the City of Lake Worth Beach](#)

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

January 25- pre-agenda work session @ 9 AM
January 26 - Mayor's State of the City @ 6:30 PM (Casino Ballroom)
January 31 - Utility @ 6 PM

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 81-2022). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

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

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 3, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:05 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:36) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes (via Zoom) and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (0:55) was led by Mayor Betty Resch.

PLEDGE OF ALLEGIANCE: (1:51) was led by Mayor Betty Resch.

ADDITIONS/DELETIONS/REORDERING: (2:08)

Presentation B, presentation by Edward Grimm regarding Scientific Instrumentation on the Lake Worth Beach Pier was deleted and would be on a future agenda. Unfinished Business A, Discussion of proposed redistricting maps, was moved to follow the Approval of the Minutes. New Business B, Ordinance No. 2023-01 – First Reading - Adopting amendments to Chapter 7 “Beaches, Parks and Recreation” to provide for Regulation of Launching and Landing of Aircraft, was moved to follow the redistricting item.

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

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

PRESENTATIONS: (4:21) (there is no public comment on Presentation items)

- A. Retirement Appreciation for Walter Gill, Assistant Utilities Director
- B. (deleted) Presentation by Edward Grimm regarding Scientific Instrumentation on the Lake Worth Beach Pier, requested by Mayor Resch

COMMISSION LIAISON REPORTS AND COMMENTS: (10:39)

CITY MANAGER'S REPORT: (20:44)

City Manager Davis provided the following report:

- introduced Shona Smith, the new Executive Assistant to the City Manager

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (22:05)

APPROVAL OF MINUTES: (52:53)

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

- A. Pre-agenda Work Session - November 23, 2022
- B. Work Session - December 5, 2022
- C. Regular Meeting - December 6, 2022
- D. Pre-agenda Work Session - December 14, 2022

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

UNFINISHED BUSINESS: (53:09)

- A. (moved to follow Approval of Minutes) Discussion of proposed redistricting maps

Action: Motion made by Commissioner Malega to accept map option alternative 5 and the Modified Public Proposal and bring them to a final public meeting. **MOTION DIED FOR LACK OF A SECOND.**

Action: Motion made by Commissioner Diaz to accept map option alternative 5 and one of the other options for comparison and bring them to a final public meeting. **MOTION DIED FOR LACK OF A SECOND.**

Action: Motion made by Commissioner Malega and seconded by Mayor Resch (who passed the gavel) to accept map option alternative 5.

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

Action: Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to accept map option alternative 3 and map option alternative 5 and bring them to a final public meeting.

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

The meeting recessed at 8:15 PM and reconvened at 8:25 PM.

NEW BUSINESS: (2:21:18)

- B. (moved to follow Approval of the Minutes after Unfinished Business A) Ordinance No. 2023-01 – First Reading - Adopting amendments to Chapter 7 “Beaches, Parks and Recreation” to provide for Regulation of Launching and Landing of Aircraft (3:56:34)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2023-01 -- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 7 BEACHES, PARKS AND RECREATION, ARTICLE I PARKS, RECREATIONAL FACILITIES AND PUBLIC PROPERTY, ADOPTING A NEW SECTION 7-13 AIRCRAFT; PROVIDING FOR REGULATION OF LAUNCHING AND LANDING OF AIRCRAFT; PROVIDING FOR SEVERABILITY, THE REPEAL OF ALL CONFLICTING ORDINANCES, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Diaz and seconded by Vice Mayor McVoy to approve Ordinance 2023-01 on first reading and set the second reading and public hearing for January 17, 2023 with the following changes suggested by the Commission: the dates were removed so the ordinance will be in effect all year, drone was added to the list of aircraft, Golf Club was changed to Golf Course, floating docks and fishing pier were added to Snook Islands, South Palm Park, Old Bridge Park and Steinhardt/Jewell Cove were added, in furtherance of the public's health or safety was added after agencies and Enforcement was added.

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

PUBLIC HEARINGS: (3:03:28)

A. Ordinance 2022-20 – Second Reading – Amending Land Development Regulations Public Districts (3:03:30)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-20 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 "LAND DEVELOPMENT REGULATIONS," ARTICLE 3 "ZONING DISTRICTS," DIVISION 7 "PUBLIC DISTRICTS," SECTION 23.3-26 "P-PUBLIC" AND SECTION 23.3-27 "PROS – PUBLIC RECREATION AND OPEN SPACE," FOR CONSISTENCY WITH THE USE TABLES IN SECTION 23.3-6 AND CLARIFYING THE APPROVAL PROCESS FOR USES IN THE PUBLIC DISTRICTS; AMENDING ARTICLE 3 "ZONING DISTRICTS," DIVISION 8 "CONSERVATION DISTRICT" SECTION 23.3-28 "C – CONSERVATION" FOR CONSISTENCY WITH THE USE TABLES IN SECTION 23.3-6, CORRECTING A SCRIVENER'S ERROR AND MODIFYING THE APPROVAL PROCESS TO REQUIRE CONDITIONAL USE APPROVAL FOR NEW USES; AND AMENDING ARTICLE 3 "ZONING DISTRICTS," DIVISION 1 "GENERALLY" SECTION 23.3-6 "USE TABLES" BY REMOVING THE "P," "PROS" AND "C" ZONING DISTRICTS FROM ALL USE CATEGORIES IN THE USE TABLE EXCEPT FROM THE "TEMPORARY USES" CATEGORY; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve Ordinance 2022-20, amending Land Development Regulations Public Districts.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, and Commissioners Malega,

Stokes and Diaz. NAYS: None.

- B. Ordinance 2022-24 – Second Reading – City’s Consent to the Inclusion of the City of Lake Worth Beach into the Palm Beach County’s Fire/Rescue Municipal Service Taxing Unit for Fire-Rescue, Fire Protection, Advanced Life Support, Fire Code Enforcement and Other Necessary and Incidental Services and Providing for Effectiveness and Duration of Consent and Acknowledging Ad Valorem Millage Rate Limitation (3:05:24)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-24 – AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA; PROVIDING FOR THE CITY’S CONSENT TO THE INCLUSION OF THE ENTIRE TERRITORY WITHIN THE CITY OF LAKE WORTH BEACH MUNICIPAL BOUNDARIES INTO PALM BEACH COUNTY’S FIRE/RESCUE MUNICIPAL SERVICE TAXING UNIT FOR FIRE-RESCUE, FIRE PROTECTION, ADVANCED LIFE SUPPORT (OR SIMILAR EMERGENCY SERVICES), FIRE CODE ENFORCEMENT AND OTHER NECESSARY AND INCIDENTAL SERVICES; PROVIDING FOR INTENT, PURPOSE AND CONSENT; PROVIDING FOR EFFECTIVENESS AND DURATION OF CONSENT; PROVIDING FOR EFFECTIVENESS OF REPEAL; ACKNOWLEDGING AD VALOREM MILLAGE RATE LIMITATION; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, CAPTIONS, AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Ordinance 2022-24 providing for the City’s Consent to the Inclusion of the City of Lake Worth Beach into the Palm Beach County’s Fire/Rescue Municipal Service Taxing Unit.

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

- C. Ordinance 2022-25 – Second Reading – Amending Chapter 9 “Buildings and Structural Regulations” of the City’s Code of Ordinance to provide for a Required Thirty-Year Recertification for Buildings and Other Building Code Issues (3:06:11)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-25 – AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 9 “BUILDINGS AND STRUCTURAL REGULATIONS,” ARTICLE I “IN GENERAL,”; AMENDING SECTION 9-2.1 “CITY OF LAKE WORTH BEACH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODES ADOPTED,” BY ADOPTING BY REFERENCE AMENDMENTS TO THE CITY OF LAKE WORTH BEACH ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE 2020 EDITION; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve Ordinance 2022-25, amending Chapter 9 “Buildings and Structural Regulations” of the City’s

Code of Ordinance to provide for a Required Thirty-Year Recertification for Buildings and Other Building Code Issues.

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

D. Ordinance No. 2022-26 – Second Reading – Amending Subsection (g) "Maintenance Requirements" of Section 2-75.11 "Foreclosed, Vacant and Unimproved Property Registration Program" of Article VII "Abatement of Nuisances" of Chapter 2 "Administration" (3:06:59)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-26 – AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING SUBSECTION (g) “MAINTENANCE REQUIREMENTS” OF SECTION 2-75.11 “FORECLOSED, VACANT AND UNIMPROVED PROPERTY REGISTRATION PROGRAM” OF ARTICLE VII “ABATEMENT OF NUISANCES” OF CHAPTER 2 “ADMINISTRATION,” PROVIDING FOR CONSISTENCY OF REGULATIONS REGARDING USE OF ARTIFICIAL TURF; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Diaz and seconded by Commissioner Malega to approve Ordinance 2022-26, amending Subsection (g) "Maintenance Requirements" of Section 2-75.11 "Foreclosed, Vacant and Unimproved Property Registration Program" of Article VII "Abatement of Nuisances" of Chapter 2 "Administration".

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

E. Ordinance No. 2022-27 – Second Reading -- Amending Chapter 14 "Business Tax Receipts and Business Regulations", Section 14-5 "Application for Local Business Tax Receipt of the City's Code of Ordinances to Provide for a Local Contact for All Rental Properties (3:08:04)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-27 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING SECTION 14-5 “APPLICATION FOR LOCAL BUSINESS TAX RECEIPT” OF ARTICLE I “LOCAL BUSINESS TAX RECEIPT (BTR)” AND REPEALING ARTICLE III “ADULT MOVING PICTURE SHOW OR THEATER, INDOOR OR DRIVE-IN” AND ARTICLE VI “VEHICLES FOR HIRE” ALL OF CHAPTER 14 “BUSINESS TAX RECEIPTS AND BUSINESS REGULATIONS,” PROVIDING FOR DESIGNATION OF A LOCAL PROPERTY MANAGER ON APPLICATIONS FOR RENTAL OF PROPERTY AND REPEAL OF REGULATIONS THAT ARE REGULATED BY PALM BEACH COUNTY; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Ordinance 2022-27 amending Chapter 14 "Business Tax Receipts and Business Regulations",

Section 14-5 "Application for Local Business Tax Receipt of the City's Code of Ordinances to Provide for a Local Contact for All Rental Properties adding the following: a definition of Property Manager, response within four hours of notification and acknowledgement of responsibility from the Property Manager or designee on the business tax receipt application.

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

UNFINISHED BUSINESS: (3:23:18)

A. (moved to follow Approval of the Minutes) Discussion of proposed redistricting maps

B. FMPA Solar II Project Contract Amendment (3:23:20)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the FMPA Solar II Project Contract Amendment.

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

NEW BUSINESS: (3:39:00)

A. CentralSquare Technologies, LLC Agreement for NaviLine Cloud Hosted Environment (3:39:05)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the CentralSquare Technologies, LLC Agreement for NaviLine Cloud Hosted Environment.

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

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to extend the meeting until 11:00 PM.

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

B. (moved to follow Approval of the Minutes after Unfinished Business A) Ordinance No. 2023-01 – First Reading - Adopting amendments to Chapter 7 “Beaches, Parks and Recreation” to provide for Regulation of Launching and Landing of Aircraft

C. Purchase Agreement with DesignstoGo, Inc, for Digital Interactive Information Kiosks (3:47:6)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the Purchase Agreement with DesignstoGo, Inc, for Digital Interactive Information Kiosks.

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

D. Mobile Home Park Solid Waste & Recycling Rate Modification (4:02:42)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to table the item until Mr. Brown would have a commercial rate comparison.

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

E. Professional services agreement with Bill2Pay, LLC for lockbox services (4:19:51)

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Malega to approve the Professional services agreement with Bill2Pay, LLC for lockbox services.

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

CITY ATTORNEY'S REPORT: (4:20:19)

City Attorney Torcivia provided the following report:

- wished everyone a Happy New Year.

UPCOMING MEETINGS AND WORK SESSIONS:

January 11 - pre-agenda work session @ 9 am
January 17 - regular meeting @ 6 pm
January 24 - special meeting @ 5 pm
January 26 - State of the City Address @ 6:30 pm (Casino Ballroom)

ADJOURNMENT: (4:20:26)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to adjourn the meeting at 10:23 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved January 17, 2023.

Item time stamps correspond to the video recordings of the meetings on YouTube.

STAFF REPORT REGULAR MEETING

AGENDA DATE: January 17, 2023

DEPARTMENT: Leisure Services

TITLE:

Community Development Block Grant Project Agreement Amendment 001 for Memorial Park Improvements Phase I

SUMMARY:

Palm Beach County entered into Agreement R2021-1533 with the City to provide \$274,506 in Community Development Block Grant (CDBG) funds for Phase I of the Memorial Park Improvements project. Amendment 001 to the CDBG Project Agreement extends the time of performance for project completion to July 15, 2023.

BACKGROUND AND JUSTIFICATION:

Palm Beach County and the City entered into an Agreement R2021-1533, effective October 1, 2021, to provide \$274,506 in Community Development Block Grant (CDBG) funds for the Memorial Park Improvements Phase I Improvements project. The terms of the Agreement allowed for completion of the construction improvements and closeout of the project by December 31, 2022.

Amendment 001 to the Agreement extends the project completion and close-out date to July 15, 2023. This will provide the City with sufficient time for the milling and resurfacing of the parking area in Memorial Park, and thereby remain in compliance with the terms and conditions of the Agreement. No additional funding will be required for the project.

MOTION:

Move to approve/disapprove the Amendment 001 to the CDBG Project Agreement R20021-1533 and authorize the Mayor to execute three originals of Amendment 001 to the Agreement.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Amendment 001 to the Agreement

AMENDMENT 001 TO THE AGREEMENT

WITH

CITY OF LAKE WORTH BEACH

Amendment 001 with an effective date of December 14, 2022, by and between **Palm Beach County** and the **City of Lake Worth Beach**.

WITNESSETH:

WHEREAS, Palm Beach County entered into an Agreement (R2021-1533) on October 1, 2021, with the City of Lake Worth Beach, to provide \$274,506 of Community Development Block Grant (CDBG) funds for the Phase I construction improvements at Harold Grimes Memorial Park; and

WHEREAS, the City is in the process of completing the project scope and requested an extension of the performance requirements to the Agreement (R2021-1533) to allow for project completion and closeout to request final reimbursement from the County; and

WHEREAS, both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT A. SECTION 1. G: PERFORMANCE REQUIREMENTS

Delete the performance requirements in its entirety and replace with the following:

Award Construction Contract by:	March 31, 2022
Submit for 50% Reimbursement of CDBG Funds by:	July 15, 2022
Complete Construction by:	June 30, 2023
Submit for 100% Reimbursement of CDBG Funds no later than:	July 15, 2023

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand this _____ day of _____, 20____ and caused this Amendment 001 to be executed.

(SUBRECIPIENT SEAL BELOW)

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Attorney for Subrecipient (Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Department of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

STAFF REPORT REGULAR MEETING

AGENDA DATE: January 17, 2023

DEPARTMENT: Leisure Services

TITLE:

Community Development Block Grant Project Agreement Amendment 001 for Memorial Park Improvements Phase II

SUMMARY:

Palm Beach County entered into Agreement R2022-1210 with the City to provide \$306,691 in Community Development Block Grant (CDBG) funds for Phase II of the Memorial Park Improvements project. Amendment 001 to the CDBG Project Agreement modifies the performance benchmark date for the award of the construction contract for the improvements specified in the Agreement.

BACKGROUND AND JUSTIFICATION:

Palm Beach County and the City entered into an Agreement R2022-1210, effective October 1, 2022, to provide \$306,691 in Community Development Block Grant (CDBG) funds for the Memorial Park Improvements Phase II Improvements project. This Agreement sets forth the terms and conditions for the use of this funding, including project performance requirements.

The City has experienced delays during the design phase that have adversely affected the time-frame for project implementation. Amendment 001 modifies the Agreement to extend the performance requirement date for the award of the construction contract from December 31, 2022 to March 31, 2023. This will allow sufficient time to complete the scope of work and conduct the procurement process for a qualified contractor to perform the improvements. This action will allow the City to remain in compliance with the terms and conditions of the Agreement. No additional funding will be required for the project.

MOTION:

Move to approve/disapprove the Amendment 001 to the CDBG Project Agreement R2022-1210 and authorize the Mayor to execute three originals of Amendment 001 to the Agreement.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Amendment 001 to the Agreement

AMENDMENT 001 TO THE AGREEMENT

WITH

CITY OF LAKE WORTH BEACH

Amendment 001 with an effective date of December 19, 2022, by and between **Palm Beach County** and the **City of Lake Worth Beach**.

W I T N E S S E T H:

WHEREAS, Palm Beach County entered into an Agreement (R2022-1210) on October 1, 2022, with the City of Lake Worth Beach, to provide \$306,691 of Community Development Block Grant (CDBG) funds for the construction of Phase II improvements at Harold Grimes Memorial Park; and

WHEREAS, the City has requested to modify the project performance requirements due to delays during the design phase, subsequently affecting the time-frame for project implementation and expenditure requirements; and

WHEREAS, both parties desire to modify the original Agreement in accordance with the terms and conditions set forth herein

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

B. EXHIBIT A. SECTION 1. G: PERFORMANCE REQUIREMENTS

Delete the performance requirement dates in its entirety and replace with the following:

Award Construction Contract by:	March 31, 2023
Submit for 50% Reimbursement of CDBG Funds by:	July 15, 2023
Complete Construction by:	November 30, 2023
Submit for 100% Reimbursement of CDBG Funds no later than:	December 31, 2023

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Subrecipient has hereunto set its hand this _____ day of _____, 20____ and caused this Amendment 001 to be executed.

(SUBRECIPIENT SEAL BELOW)

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, City Clerk

By: _____
Attorney for Subrecipient (Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment 001 on behalf of the County.

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

**Approved as to Form and
Legal Sufficiency**

**Approved as to Terms and Conditions
Department of Housing & Economic Development**

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: January 17, 2023

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2022-15 – First Reading (continued) Consideration of an Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for the project commonly referred to as “Lake Worth Station” located at 930 N G Street to construct a 4 to 5-story, 91 dwelling unit multi-family development with 39 multi-family units proposed to qualify as workforce housing

SUMMARY:

The Applicant, Ricardo Hernandez - Bridge Holding, LLC, is requesting approval of the following:

- A Residential Urban Planned Development request to construct an approximately 4 to 5-story, 91-unit multi-family residential structure with additional site improvements and public amenities.
- Major Site Plan for a development in excess of 7,500 square feet.
- A Conditional Use Permit request to develop a multi-family residential use structure greater than 7,500 square feet.
- A Sustainable Bonus request for additional density (+/- 4 units) and height (3 stories & 24’8”).
- The property is zoned Transit Oriented Development – East (TOD-E).

The Applicant is proposing a multi-family development on two (2) vacant lots totaling 1.438-acres with the purpose of “improving the area while contributing to the residential, and recreational uses surrounding the area.” The proposed residential project includes the construction of a 4 to 5-story building, surface parking, public plaza on 10th Avenue North, outdoor amenities, and a public interactive nature. Of the 91 residential units, 5 will be studio units, 60 will be 1-bedroom units, 23 will be 2-bedroom units, and 3 will be 3-bedroom units. Thirty-nine (39) of the units have been deed restricted as workforce housing through the PBC Workforce Housing program. The Applicant is opting into the new workforce housing ordinance to utilize the 25% parking reduction, which requires a minimum of 14 units to be income restricted units.

BACKGROUND AND JUSTIFICATION:

The Planning and Zoning Board (PZB) at their August 3, 2022 meeting, recommended approval of the project with conditions. The motion included one modification to staff’s recommended conditions of approval that requested the applicant move one of the units to the lowest workforce housing income category. Discussion included many questions by the new members of the PZB as well as a request to reconfigure the entrance along 10th Avenue to reduce potential traffic conflicts at that entrance if feasible.

On September 6, 2022, the City Commission voted to continue first reading on the project for further discussion and identified areas of concern for the applicant to address, including reducing the height of the main building to 4 stories if feasible, preserving the existing pine trees, adding some larger units, and providing outdoor space. On December 12, 2022, the applicant submitted modifications to the proposed site and landscape plans as well as revised architectural plans, elevations and renderings based on direction by the City Commission at the September 2022 meeting. These changes included the addition of the linear parcel across North G Street, which will add additional parking, 10 dwelling units, and an interactive educational trail on native habitat.

Staff prepared an analysis memorandum on the proposed changes, which meet all standards and requirements as outlined in the City's Land Development Regulations (LDRs) and Comprehensive Plan except in one (1) area where the applicant is requesting additional flexibility. Specifically, the applicant is requesting to reduce the front build-to line on 10th Avenue North to 15 ft (3 ft reduction) to allow for the pine trees at the rear of the structure to be preserved.

The proposed project will also implement the Sustainable Bonus Incentive Program to attain an increase in height (+/- 24' 8" feet / 3-stories) and density (+/- 4 units), which in exchange will contribute to the purpose of the comprehensive plan to incorporate sustainable design features, community-based improvements and overall design excellence as part of a development proposal. Per condition of approval, the applicant shall be required to pay 50% of the sustainable bonus incentive value to the City in the amount of \$231,202.50. For the remaining 50% of the incentive award value (\$231,202.50), the Applicant is proposing the following qualified on-site improvements 25 affordable/workforce housing units, which is equal to 27.47% of all units (27.47% of \$231,202.50 = \$63,511.33), a public plaza along 10th Avenue North (\$30,000), and a public interactive educational trail on native habitat (unknown value at this time). The total value of the qualifying improvements is anticipated to be approximately equal to the required incentive value of \$231,202.50. The final values will be determined at permit. Should the costs of the improvements not increase to meet/exceed the remaining SBIP value due, the applicant has been conditioned to pay the difference.

Additional background, history and justification can be found in the attached documentation, including the analysis memorandum and the advisory board staff report on the original submittal.

MOTION:

Move to approve/disapprove Ordinance No. 2022-15 on first reading and schedule the second reading and public hearing for February 21, 2023

ATTACHMENT(S):

Ordinance 2022-15
Staff Memorandum of Revised Plans
Supporting Plans and Documents
PZB Staff Report on initial plans

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

ORDINANCE NO. 2022-15 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF AN URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 930 NORTH G STREE TO CONSTRUCT AN APPROXIMATELY 5-STORY, 91-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE TRANSIT ORIENTED DEVELOPMENT - EAST (TOD-E) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF TRANSIT ORIENTED DEVELOPMENT (TOD) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; APPROVING HEIGHT AND DENSITY BONUS INCENTIVES THROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A MIXED USE URBAN PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

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

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

WHEREAS, Bridge Holding, LLC (the applicant) has petitioned the City of Lake Worth Beach (the City) for creation of an Urban Planned Development District to allow for the construction of an approximately 5-story, 91-unit mixed use development (on a site located at 930 North G Street (PCNs 38-43-44-21-15-274-0080; 38-43-44-21-15-274-0070; 38-43-44-21-15-274-0040; 38-43-44-21-15-274-0030; 38-43-44-21-15-274-0020; and 38-43-44-21-15-272-0100) as further described in Exhibit A (the Property) within the TOD-E Zoning District and the TOD Future Land Use designation, which, if approved, shall constitute an amendment to the City’s official zoning map; and

WHEREAS, the applicant requests use of the City’s Sustainable Bonus Incentive Program to allow for additional height to be considered in conjunction with the applicant’s request for approval for a major site plan for the construction of a mixed-use development currently known as “Lake Worth Station” and containing approximately 81 residential units to be constructed on this site;

47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92

WHEREAS, on August 3, 2022, the Lake Worth Beach Planning and Zoning Board (PZB) considered the subject application for a Planned Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program and recommended that the City Commission approve the creation of this residential planned development subject to specific district development standards and certain enumerated conditions; and

WHEREAS, on xxx, 2022, the City Commission voted to approve on first reading the subject application for a Urban Planned Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program subject to specific district development standards and enumerated conditions herein; and

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that the Urban Planned Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program including the development regulations and conditions, meets the requirements of the Land Development Regulations, Section 23.3-25.

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

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

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

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

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

Section 5. Severability. If any provision of this ordinance or the application thereof is held invalid by a court of competent jurisdiction, the invalidity shall not affect other

provisions of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

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

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

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

The Mayor thereupon declared this ordinance duly passed on first reading on the ____ day of _____, 2023.

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

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

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

136

Exhibit A

DEPARTMENT FOR COMMUNITY SUSTAINABILITY
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
PROPERTY DESCRIPTION & LOCATION MAP

137 **Address:** 930 N G Street

138 **PCNs:** 3838-43-44-21-15-274-0080; 38-43-44-21-15-274-0070; 38-43-44-21-15-274-0040; 38-43-44-21-15-274-
139 0030; 38-43-44-21-15-274-0020; and 38-43-44-21-15-272-0100

140
141 **Size:** approx. 1. 438 acres

142 **General Location:** Corner of 10th Avenue and North G Street

143 **Legal Description:** See boundary survey in the Master Development Plan supporting documentation



144

Exhibit B

DEPARTMENT FOR COMMUNITY SUSTAINABILITY PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION DEVELOPMENT STANDARDS

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP)	Updated Plans 12/12/22
Lot Size (min) In square feet (sf)		13,000 sf	0.5 acres min	1.438 acres (62,640 sf)
Lot Width (min)		100'	100'	135'
Setbacks	Front (min)	10'	18' - 22' ¹	15'*
	Rear (min)	10'	18'-22' ¹	84.4'
	Street Side (min) – west (North G Street)	10'	10'	10'
	Alley Side (min) – east	0'	0'	13'
Impermeable Surface Coverage (maximum)		65%	65%	65%
Structure Coverage (max)		50%	50%	28%
Density (max)		40 du/acre (43 units- Old Plan/57 units – New Plan)	75 du/acre ⁴ (107 units – New Plan)	63.28 du/acre (91 units)
Building Height (max)		30' (max. 2 stories)	68.75' ⁴ (30' Plus 25' = 55' x 25%)	54'-8" 5 stories - N. G Street side 4 stories – 10 th Ave N. side
Maximum Wall Height at Side Setback		30'	68.75 ⁴	50'
Floor Area Ratio (FAR) (max)		1.1	3.313 ⁴	1.32

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP)	Updated Plans 12/12/22
Living Area (minimum)	Studio	400 sf	400 sf	507 sf
	One-bedroom units	600 sf	600 sf	600 sf
	Two-bedroom units	750 sf	750 sf	888 sf
	Three-bedroom units	900 sf	900 sf	1,232 sf
Parking		- Efficiency – 1.25 spaces per unit - 1-Bed – 1.5 spaces per unit - 2-Bed – 1.75 spaces per unit - Greater than 2-Bed – 2 spaces per unit	107 spaces	110
Flood Zone / Wellfield Zone		Flood Zone X not in floodplain / Wellfield Zone 4	NA	NA
Workforce / Affordable Housing		NA	15% of all units	14 units – Required (15% of all units) 39 units – Proposed deed restricted

147 *A relaxing or waiving of zoning district requirements was requested with the previous plan for two
148 requirements. The new plan requires one (1) waivers or modifications to the zoning district requirements
149 to reduce the build-to-line (front setback). This is requested by the applicant as the building needs to be
150 moved forward to allow for the preservation of the pines.

151
152

-Exhibit C

DEPARTMENT FOR COMMUNITY SUSTAINABILITY PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION CONDITIONS OF APPROVAL

153 **Planning & Zoning**

- 154 1. Fifty percent (50%) of the sustainable bonus fee and any portion of the remaining sustainable
155 bonus fee (up to an additional 50%) after qualifying improvements are deducted shall be paid to
156 the City within one year of approval, or prior to the issuance of the building permit, whichever
157 comes first.
- 158 2. Prior to building permit application,
159 a. A Unity of Title will be required for all applicable parcels.
160 b. An address application shall be required to be submitted prior to application for building
161 permit.
- 162 3. Prior to the issuance of a building permit, the applicant submit an updated tree mitigation table
163 to determine the final mitigation payment if any into the City's Tree Canopy Restoration fund.
- 164 4. Prior to issuance of a building permit, the applicant shall submit the final School District
165 Availability Determination from the PBC School District and shall pay all applicable fees to PBC
166 prior to the issuance of a building permit.
- 167 5. The proposed mixed-use project shall comply with Palm Beach County's Unified Land
168 Development Best Management Practices for Wellfield Protection.
- 169 6. All lighting shall comply with lighting code regulations in LDR Section 23.4-3. Further, lighting
170 fixtures shall comply with dark skies fixture recommendations, including a 3000K light tone or less
171 for LED lighting, and shall be consistent with the architectural style of the project as determined
172 by the Development Review Official.
- 173 7. The 14 proposed compact/tandem spaces located at the south end of the building shall be
174 assigned to the multifamily two-bedroom units.
- 175 8. A public access/sidewalk easement shall be required on the west property line.
- 176 9. A video security system shall be required for the property.
- 177 10. Prior to the issuance of building permit for commercial signage, a Minor Site Plan amendment to
178 establish a Uniform Master Sign Program for individual tenants/businesses in accordance with the
179 City's Land Development Regulations is required. Directional signage shall be exempt from the
180 minor site plan requirement provided that is appropriately scaled and architecturally consistent.
- 181 11. A minor site plan amendment shall be required to implement site modifications related to
182 changes based on City Commission direction at the public hearings. Staff will conduct a full
183 technical review to ensure consistency across all plans and with the direction of the Commission.
184

185 **Public Works**

186 **Standard Conditions of Approval:**

- 187 1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code
188 and all other applicable standards including but not limited to the Florida Department of
189 Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake
190 Worth Public Works Construction Standards and Policy and Procedure Manual.

- 191 2. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied
192 under jurisdiction of the Department of Public Works.
193 3. In the event of a legal challenge to this approval, the applicant/owner shall be responsible for all
194 costs to defend the action of the city in approving any and all permits related to this application.
195 Should the applicant fail to enter into an agreement to fund the costs of litigation, the city, at its
196 discretion, may rescind this approval and revoke all permits issued.
197

198 **Additional Conditions of Approval**

- 199 1. Prior to issuance of a building permit:
200 a. The applicant shall contact the Lake Worth Drainage (LWDD) District’s Engineering
201 Department and obtain any required permit(s), if necessary, and furnish to the City.
202 b. The applicant shall contact the South Florida Water Management District’s (SFWMD)
203 Engineering Department and obtain any required permit(s), if necessary.
204 c. The applicant shall meet with a representative from Public Works Solid Waste and
205 Recycling Division to confirm dumpster enclosure location, accessibility and demand on
206 property and that it is compatible with the requirements of the Department of Public
207 Works. Solid Waste and Recycling Division contact number is 561-533-7344.
208 d. The applicant shall submit an Erosion Control plan and indicate the BMP’s and NPDES
209 compliance practices.
- 210 2. Prior to the issuance of a certificate of occupancy:
211 a. To accommodate the proposed on-street parking for this project, as it is depicted in the
212 site plan, it will be necessary to shift the center line of North G Street to maintain travel
213 lanes of adequate and equal width. To accomplish this the road will need to milled and
214 resurfaced to move the crown of the road and change the centerline.
215 b. New striping will be required from the intersection of North G Street and 9th Avenue
216 North to the intersection of North G Street and 10th Avenue North, including stop bars
217 and reflective pavement markers at the intersections.
218 c. The west ROW of North G Street shall be improved with the addition of 5-foot-wide
219 sidewalk, if determined to be required by the Public Works Director at building permit,
220 and conforming to City specification from the intersection of North G Street to the
221 intersection of 9th Avenue North. The sidewalk will meet ADA requirements and
222 terminate at both intersections with ADA compliant ramps and tactile surfaces.
223 d. A stop sign shall be installed at the intersection of North G Street and 9th Avenue North
224 facing southbound traffic.
225 e. “No Parking Any Time” signs shall be installed along the west ROW of North G Street but
226 will not be installed any further south than the point along North G Street where the
227 property line of the project ends.
228 f. A cross-section showing the existing 40’ ROW of North G Street in its current condition
229 and a cross section showing the ROW after the change of the centerline of North G Street
230 will need to be provided prior to adoption by the City Commission.
231 g. Alleyway improvements consisting of 4-inch asphalt millings, graded and compacted, shall
232 be constructed from 10th Avenue North to 9th Avenue North.
233 h. The applicant shall ensure the entire surrounding off-site infrastructure inclusive of the
234 roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes,
235 manholes, landscaping, striping, signage, and other improvements are in the same
236 condition as prior to construction. A pre-construction video of the entire perimeter shall
237 be performed and submitted to the City.
238 i. The applicant shall fine grade and sod all disturbed areas with bahia sod.

- 239 j. The applicant shall broom sweep all areas of the affected right of way and remove of all
240 silt and debris collected as a result of construction activity.
- 241 k. The applicant shall restore the right of way to a like or better condition. Any damages to
242 pavement, curbing, striping, sidewalks or other areas shall be restored in kind.
- 243 3. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of
244 a "Right of Way/Utility Permit" application.
- 245 4. The sidewalk on the east side of North G Street that is bisected by the project property line shall
246 be maintained solely by the property in perpetuity and the City will not be held legally responsible
247 for injuries associated with it.
248

249 **Utilities – Water & Sewer**

- 250 1. Prior to building permit issuance, capacity fees are due.
- 251 2. Provide a public access easement along the sidewalk that is outside the N G Street right of way.
- 252 3. Prior to approval of the required minor site plan:
- 253 a. The project is proposing sidewalk on private property located on the residential lot south of
254 the development. This needs to be revised.
- 255 b. The driveway access configuration off 10th Ave N shall be sent in for review to Palm Beach
256 County traffic along with a traffic study. Provide the County's TPS review prior to minor site
257 plan approval. The access use for emergency and sanitary waste vehicles require the driver
258 to transverse parallel travel lanes to enter the site. Additionally, the signage plan essential
259 proposes this access as one-way. To make this street a one-way, additional discussion is
260 required. While the existing condition of 10 ft is improved, there is not enough room at this
261 location for two-way traffic as proposed. The radius return proposed at 10th Ave N is 10 feet
262 may not be adequate. Provide a traffic flow plan. Resident traffic may need to be limited to
263 N. G Street only with garbage and fire access is from the alley.
- 264 c. Provide additional information on the fences located in the alleyway access will be addressed.
- 265 d. Identify if decorative crosswalk in 10th Ave N be damaged by the proposed curb and sidewalk
266 work? Please address. If so, the applicant will be required to restored to a like or better
267 condition.
- 268 e. Clarify the location of note #10 that discusses the right of way taking. Please see note callout
269 at intersection of 10th Ave N and N. G St.
- 270 f. The note regarding the modifications drainage structure in North G Street near 10th Ave N
271 (east) is not adequate. Detailed information must be provided. This can be addressed during
272 building permit. The limits of the valley gutter installation in N. G St. are not shown in the
273 PGD plan. The curb transition located in the southwest side of N G St is not
274 constructible. With this proposed transition there will be raise curb in front a parking space.
- 275 g. Callout the conflict crossing elevations at both locations where the storm main crosses the
276 12-inch watermain.
- 277 h. An easement agreement must be executed for the west side property where parking is
278 proposed along the entire strip of the 5-foot-wide utility easement.
- 279 i. Install a catch basin in the dumpster enclose that connects to an oil and grease interceptor
280 box that discharges to CB2.
- 281 j. There appears to be a significant amount of runoff in the North East corner of the proposed
282 project that will not be contained or treated. Additionally, on the east parcel there is no
283 containment or treatment to north and/or west of the building. On the west parcel is
284 completely missing a stormwater containment area. This area is likely using a pervious system

- 285 but there is contradicting information in the plans. The PGD plan calls this area as asphalt
286 surface. Clarify and provide corrected plans.
- 287 k. Pedestrian mobility shall be addressed at the sidewalk located on the west side of N G St at
288 9th Ave N. An ADA ramp shall be installed on the west side of the intersection to make a cross
289 walk to the ramp located at the NE corner.
 - 290 l. Revise the callout on the type of material of the existing gravity sewer to be VCP. The
291 condition to line the sewer main remains as noted. The gravity sewer located in the alleyway
292 from 10th Ave N to 9th Ave N is found to be in poor condition and it's not scheduled to be
293 replaced by the water department. This development shall line the interior of the pipe with
294 a cured in place liner from the manhole just south of the 10th Ave N ROW to the manhole just
295 north of the 9th Ave N ROW.
 - 296 m. The domestic potable water meter shall be constructed to match the utility design standard
297 of a Siamese configuration. Show the lay length accurately on the plans. The lay length of
298 the meter strainer, meter and spool pipe is a 49-inches. This lay length does not include the
299 required RPZ and dual gate valves.
 - 300 n. Provide verification that the single 6-inch sewer lateral is adequate for all the apartment units
301 proposed in this project.
 - 302 o. Depending on the final driveway alignment the existing fire hydrant may need to be relocated
303 (extend underground pipe away from access).
 - 304 p. Add the DDCA detail for the fire line.

305
306 **Electric Utilities**

- 307 1. Prior to application and the issuance of a building permit, Electric Utilities is requesting the
308 following:
- 309 2. Items in regards to the facility's Electrical Site Plan drawings (Electrical Details - E21_222028 BH)
310 are needed to more accurately determine the location of the Electrical Equipment, the Electrical
311 Connections, and Wiring, including Underground (UG)
- 312 3. An appropriate Power Distribution Planning to ensure that there is adequate capacity (transformer
313 capacity and feeder capacity) to meet the load demands of the facility shall be specified
- 314 4. The facility's potential annual electric energy (power consumption) shall be determined
- 315 5. If Electric Vehicle (EV) Chargers are considered: Please provide the number of EV chargers to be
316 installed as well as type of chargers. For example, does the applicant intend to install Level II
317 charger or Level III DC Fast chargers? Quantities of each type? And will these be connected from
318 the facility's main meter or connected directly to the City's electric utility distribution system?
- 319 6. The Electric Utility Dept. is requesting a review meeting with the developer & electrical engineers
320 to review and clarify any additional electrical related items.

321 **Prior to the issuance of a building permit:**

- 322 7. Show the location of the Padmount Transformers, Automatic Transfer Switch (ATS), and the meter
323 banks. The Padmount Transformer locations will need to be in an accessible location to our trucks
324 and will need 8-ft (8 feet) of minimum clearance in the front and 3-ft (3 feet) of minimum clearance
325 on the sides and rear. This clearance includes landscaping. None trees, plants, shrubs or
326 vegetations are allowed within the clearance
- 327 8. Provide the electric riser diagrams for all buildings, the proposed electrical loads and the voltages
328 required, including proposed Electrical Cable Schedules
- 329 9. Provide the Amp Sizes and Voltages for any other services needed than the commercial units, such
330 as lighting, irrigation, etc. If any meter is over 320 amps for Single Phase, and over 200 amps for 3

- 331 Phase, a CT Cabinet and CT Meter Can will need to be installed. All meters and CT Cabinets will
332 need a minimum of 36" (36 in) of clearance in front of them
- 333 10. Provide a 10-ft (10 feet) wide utility easement for the underground electric lines, Padmount
334 Transformers & Switchgear that will serve this project. The Main Electric Line Routing from the
335 Poles to the Padmount Transformers will be determined by the Lake Worth Beach design engineer
- 336 11. Transformer & Electrical Equipment Box Pad Elevations shall be FEMA 100 yr. Flood-Plain Elevation
337 + 1-ft (1 feet)
- 338 12. Provide details for Temporary Power during construction, Voltage & Amps and approximate
339 Location of service point
- 340 13. Complete payment to Lake Worth Beach for electrical infrastructure costs for labor & materials to
341 serve this project
- 342 14. The customer will be responsible for installing any Secondary Conduit at a minimum of 24" (24 in)
343 deep from the Secondary Winding of the Transformer of the property to the building
- 344 15. The customer will be responsible for Any and All labor and material costs for providing electric
345 service to this project.
- 346 16. The CLWB will procure one (1) Padmount Transformer and Box Pad to serve the facility, the
347 owner/developer is responsible for the reimbursement costs to the City. The City will procure one
348 (1) Spare Padmount Transformer at the City's expense.
- 349
- 350 **Prior to the issuance of a Certificate of Occupancy:**
- 351 17. Provide copy of recorded Utility Easement.
Note that No permanent power can NOT be provided until a Final Electrical Inspection is done.



DATE: January 2, 2023
TO: Members of the City Commission
FROM: William Waters, AIA, NCARB, LEED, AP BD+C, ID, SEED, Director for Community Sustainability
MEETING: January 17, 2023

SUBJECT: **Ordinance 2022-15** - Summary of revised plans and renderings associated with the proposed residential development common known as "Lake Worth Station" located at 930 N G Street within the Transit Oriented Development – East (TOD-E) zoning district. The plans were revised to address concerns identified by the City Commission at the September 6, 2022 meeting and were submitted on December 12, 2022.

On September 6, 2022, the City Commission voted to continue first reading on the project for further discussion and identified areas of concern for the applicant to address, including reducing the height of the main building to 4 stories if feasible, preserving the existing pine trees, adding some larger units, and providing outdoor space. The applicant submitted modifications of the proposed site and landscape plans as well as revised architectural plans, elevations and renderings based on direction by the City Commission at the September 2022 meeting. These changes included the addition of the linear parcel across North G Street, which will add additional parking, dwelling units, and an interactive educational trail on native habitat.

SITE PLAN AND ARCHITECTURAL CHANGES:

On December 12, 2022, the applicant sent staff a revised site plan package, which included improvements to the architecture and landscaping of the site as well as updated renderings of the project. The project eliminated the office component and is requesting a 25% reduction in parking by opting into the City's affordable/workforce housing program. The affordable/workforce housing program will require the dedication of 14 units to be income restricted units. The project is currently proposing 39 workforce force units.

The front portion of the "L" shaped building facing 10th Avenue North will be four (4) stories. The portion of the building fronting North G Street will be five (5) stories. The building was moved forward by three (3) feet to accommodate the City Commission's request to preserve the existing scrub pine trees and to add an outdoor amenity space at the ground level. Furthermore, the design of the building was revised from contemporary to a more traditional Art Moderne, which is an architectural style exemplified in Lake Worth Beach.

The development proposal provides perimeter landscaping and shade trees. The proposed landscaping is consistent with the City's landscape regulations and the Major Thoroughfare Design Guidelines. Tree species include a mix of Gumbo Limbo, Simpson Stopper, Live Oak and Pigeon Plum trees for the perimeter plantings and with multiple native and nonnative shrubs, grasses and groundcovers for the interior plantings. The proposed landscape complies with the City's requirement that a minimum 75% of all required plants be Florida native. As required by the tree removal provisions in the landscape regulations, the applicant submitted a tree survey and an updated disposition plan that was reviewed by staff. The updated tree disposition plan proposes to relocate 13 Sable Palms to the linear pollinator park and to retain 3 Sand Live Oaks and 3 Slash Pines in their current location.

The changes to the plan are outlined in the site data table below. Staff's conditions of approval are located in Exhibit C of Ordinance 2022-15. An additional condition of approval was added to require a minor site plan review process to allow for a full technical review of the proposed changes.

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP)	Old Plan	Updated Plans 12/12/22
Lot Size (min) In square feet (sf)		13,000 sf	0.5 acres min	1.084 acres	1.438 acres (62,640 sf)
Lot Width (min)		100'	100'	135'	135'
Setbacks	Front (min)	10'	18' - 22' ¹	18'	15'*
	Rear (min)	10'	18'-22' ¹	83'	84.4'
	Street Side (min) – west (North G Street)	10'	10'	9'²	10'
	Alley Side (min) – east	0'	0'	69'	13'
Impermeable Surface Coverage (maximum)		65%	65%	62%	65%
Structure Coverage (max)		50%	50%	29%	28%
Density (max)		40 du/acre (43 units- Old Plan/57 units – New Plan)	75 du/acre ⁴ (81.3 units – Old Plan/107 units – New Plan)	74.72 du/acre (81 Units)	63.28 du/acre (91 units)
Building Height (max)		30' (max. 2 stories)	68.75 ⁴ (30' Plus 25' = 55' x 25%)	54'-10" 5-stories total	54'-8" 5 stories - N. G Street side 4 stories – 10 th Ave N. side
Maximum Wall Height at Side Setback		30'	68.75 ⁴	50'	50'
Floor Area Ratio (FAR) (max)		1.1	3.313 ⁴	1.43	1.32

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP)	Old Plan	Updated Plans 12/12/22
Living Area (minimum)	Studio	400 sf	400 sf	NA	507 sf
	One-bedroom units	600 sf	600 sf	584 ⁵ sf 2.67% reduction (16 sf)	600 sf
	Two-bedroom units	750 sf	750 sf	891 sf	888 sf
	Three-bedroom units	900 sf	900 sf	NA	1,232 sf
Parking		- Efficiency – 1.25 spaces per unit - 1-Bed – 1.5 spaces per unit - 2-Bed – 1.75 spaces per unit - Greater than 2-Bed – 2 spaces per unit	98 spaces ⁸ – Old Plan 107 spaces ⁸ – New Plan	98	110
Flood Zone / Wellfield Zone		Flood Zone X not in floodplain / Wellfield Zone 4	NA	NA	NA
Workforce / Affordable Housing		NA	15% of all units	NA	14 units – Required (15% of all units) 39 units – Proposed deed restricted
<p>1. Additional height and stories setback for sustainable incentive: buildings in excess of thirty (30) feet in height in addition to sustainable incentive shall provide an additional front and rear setback of between eight (8) and twelve (12) feet to the minimum required front and rear setbacks.</p> <p>2. Applicant had previously requested to reduce the side setback on the west side setback from 10 feet to 9 feet.</p> <p>4. Per Policy 1.2.3.4 of the Comprehensive Plan’s Sustainable Bonus, allowing for a 25% bonus in density, intensity and height over Table 1 for urban planned developments less than 2 acres.</p> <p>5. Applicant had previously requested to reduce the living area for one-bedroom units from 600 square feet to 584 square feet, or 16 sf (2.67%). A 15% reduction living area is permitted for workforce housing per Policy 3.1.2.2 of the Housing & Neighborhood Element in the Comprehensive Plan. The applicant is not requesting this reduction with the new plan.</p> <p>8. A 25% parking reduction as the project is providing workforce housing accordance with the provisions of Ordinance 2022-12.</p>					

*A relaxing or waiving of zoning district requirements was requested with the previous plan for two requirements. The new plan requires one (1) waivers or modifications to the zoning district requirements to reduce the build-to-line (front setback). This is requested by the applicant as the building needs to be moved forward to allow for the preservation of the pines.

Sustainable Bonus Incentive Program (SBIP)

Per Policy 1.2.3.4 of the City's Comprehensive Plan, an 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. The Applicant is asking for a bonus height and bonus density which are less than the maximum allowances that can be permitted for height and intensity through a sustainable bonus incentive in a planned development in the TOD-E zoning district.

The total square footage of bonus area above the second floor is +/-47,875 square feet. On the 5th floor, approximately 13,779 square feet includes the 16 density bonus units. Therefore, the value of required improvements for the SBIP bonus areas is \$255,720 (34,096 sf X \$7.50 per sf) plus an additional \$206,685 (13,779 sf X \$15 per sf) for the additional units on the 5th floor. The total incentive value is \$462,405. Fifty percent (50%) of the incentive award value is \$231,202.50, which the applicant is required to pay to the City. For the remaining 50% of the incentive award value (\$231,202.50), the applicant is proposing the following qualified on-site improvements including 25 affordable/workforce housing units, which is equal to 27.47% of all units (27.47% of \$231,202.50 = \$63,511.33), a public plaza along 10th Avenue North (\$30,000), and a public interactive educational trail on native habitat (unknown value at this time). The total value of the qualifying improvements is anticipated to be approximately equal to the required incentive value of \$231,202.50. The final values will be determined at permit. Should the costs of the improvements not increase to meet/exceed the remaining SBIP value due, the applicant has been conditioned to pay the difference.



IBI GROUP
 7000 North Federal Highway–2nd Floor
 Boca Raton FL 33487 USA
 tel 561 393 6555 fax 561 395 0007
 ibigroup.com

December 9, 2022

Mr. William Waters, AIA
 Director of Community Sustainability Department
 City of Lake Worth Beach
 1900 2nd Avenue North
 Lake Worth Beach, FL 33461

**Re: Lake Worth Station – Project Narrative
 Residential Urban Planned Development, 1.438 Acres
 Major Site Plan, Planned Development and Sustainable Bonus Incentive Program
 IBI Group Project Number 137767
 LWB Project Number 21-01700076**

Dear Mr. Waters:

We hereby submit this Project Narrative, in support of the proposed development of the project called Lake Worth Station, on behalf of Bridge Holding LLC. The subject properties incorporated into the overall project area are described as follows:

Overall Unified Property: 930 N G Street, 1.438 acres

Property Control Numbers:

East Parcel:

- 38-43-44-21-15-274-0080**
- 38-43-44-21-15-274-0070**
- 38-43-44-21-15-274-0040**
- 38-43-44-21-15-274-0030**
- 38-43-44-21-15-274-0020**

West Parcel:

- 38-43-44-21-15-272-0010**

MAJOR SITE PLAN APPLICATION:

Location: 930 N G Street, Lake Worth Beach, FL, Palm Beach County

FEMA Flood Zone: Zone X (0.2 % annual chance flood hazard)

As described in the Survey Legal Description: Refer to survey for full legal description.

East Parcels:

Parcels 2 & 3: Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2

Parcels 4 & 5: Lots 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2

Parcel 6: Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2

West Parcel:

Parcel 1: Lot 10, Block 272, The Palm Beach Farms Co. Plat No. 2

Zoning: No change is proposed.

Current: TOD-E

Proposed: TOD-E

Land Use Designation: No change is proposed.

Current: TOD

Proposed: TOD

Existing Use: Five (5) Parcels of vacant land, previously developed and unified as one parcel.

Proposed Use: Residential development, comprised of:

Residential: 91 units (5 Studio, 60-1BR, 23-2BR and 3-3BR)

Leasing Office/Amenities: 1,071 square feet

Project Background:

This project site is located within the CRA and consists of six parcels, which are currently vacant.

The east side of the unified property is bordered by:

North: 10th Avenue North

South: Multi-family Parcel, which is not included in the project.

West: North G Street

East: A platted 10' alley, which is unimproved.

The west side of the unified property is bordered by:

North: 10th Avenue North

South: 9th Avenue North

West: FEC Railroad

East: North G Street

Existing utilities are available to the site by means of:

North: Existing municipal drainage system

South: N/A

West: Existing 12" CIP watermain and overhead power

East: Existing 6" PVC watermain and 8" PVC sanitary sewer

The proposed residential project includes the construction of a five-story building, surface parking and site amenities, to serve 91 residential units and 1 Leasing/Amenity office. Of the 91 residential units, 5 will be Studio units, 60 will be 1-bedroom units, 23 will be 2-bedroom units and 3 will be 3-bedroom units. With 39 of the units, of variable type on a first-come/first-served basis, will be workforce housing.

The site will provide water, sewer and stormwater facilities, as well as a tot lot, dog park and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year -1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103.). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the exfiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system.

Per Palm Beach County Wellfield Maps, this project site is located in Wellfield Zone 4. An Affidavit of Notification has been submitted to Palm Beach County Department of Environmental Resources Management, who has provided written confirmation that a permit is not required.

RE: Lake Worth Station - Affidavit



Samantha Pucci <SPucci@pbcgov.org>

To Patricia Ramudo



You replied to this message on 2022-06-08 1:55 PM.

[Click here to download pictures.](#) To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



Best Management Practices 2022.pdf
34 KB

Patricia,

As we previously discussed, if it is residential with no pool, generator, or on-site storage of maintenance supplies a permit is not required. The construction crew is to follow the attached Best Management Practices.

Samantha Pucci
Resources Protection
Environmental Resources Management
(561)233-2523
fax: (561) 233-2414

The concept behind this project is intended to provide a residential development with an open plaza to serve the residents and businesses, as well as the community. The project will consist of one building, with a mix of multi-family units (Studio, 1, 2 and 3 Bedrooms). At grade, on-site and off-site parking are also provided. A linear nature/educational park is proposed on the west parcel, abutting the FEC right-of-way.

According to the Major Thoroughfare Design Guidelines, the project site is located within Major Thoroughfare E, which runs along 10th Avenue North, from Dixie Highway to the West City limit. 10th Avenue North is described as “a prominent roadway regularly used by residents, as well as incoming commuters from I-95.”

Site Characteristics:

The site is currently vacant, with existing trees and an encroaching guy wire, extending into the east parcel. The six parcels have been considered vacant since 1999. This is based on a review of historical aerials conducted by the Geotechnical Consultant, TSFGEO.

The topography varies from 13.6 to 16.8 NAVD. The perimeter road elevations are:

North G Street: centerline elevations vary from 14.41 to 14.62 NAVD

10th Avenue North: centerline elevations vary from 15.70 to 16.50 NAVD

East 10' Alley: West R/W elevations vary from 14.50 to 15.10 NAVD

West Parcel: Existing elevations vary from 14.14 to 16 +/- NAVD

Surrounding Property Information: Uses, Architectural Style and Size

East: A platted 10' alley (unimproved) separates the subject property from the adjacent residential lots, comprised of single family, apartment buildings and a vacant lot.

Between East and West Parcels: The North G Street 40' municipal right-of way abuts the property. It is comprised of a two-way, two-lane undivided roadway, with curb and gutter on both sides, as well as a concrete sidewalk on the east side only.

West: Florida East Coast Railroad right-of-way.

North: The 10th Avenue North municipal right-of-way is a two-way, two-lane partially divided roadway. Beyond the roadway are commercial structures.

South: A single family lot is located south of the east parcels and is not included in the proposed development. The 9th Avenue North right-of-way is located along the south of the west

Please refer to following exhibits for the pictures of the project site and surrounding areas.

Aerial photo of site – along 10th Avenue North



Aerial photo of site – along North G Street



Adjacent property photo – along 10' alley



Adjacent property photo – looking west on N G Street, vacant lot and FEC



Adjacent property photo – east view on 10th Ave N, triplex apartment building



Adjacent property photo – residential building located south of subject property and apartment building east of subject property



Justification of the Proposal:

The proposed development will provide workforce housing and is consistent with the vision of the City of Lake Worth Beach and the CRA. The proposed residential development is consistent with the intent of the Transit-Oriented Development (TOD) and the Land Use classification TOD and TOD-E for Zoning. According to the City's Land Development Regulations (LDR), Section 23.3.19, the intent of this designation is "to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation Infrastructure."

Compliance with the Site Design Qualitative Standards in Section 23.2-31:

1. Harmonious and efficient organization:

Required: The site plan is designed to be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The site shall be developed so as to not impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.

Response: *The site plan has been designed to 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 character of the proposed development is consistent with the Vision for the Major Thoroughfare Design Guidelines, providing for a vibrant, diverse, safe, inviting and sustainable features. With an open plaza, located at the 10th Avenue North frontage, as well as a linear nature park, the project invites community interaction. The perimeter public sidewalks provide walkability and connectivity to the on-site pedestrian walkways. The building is placed along both North G Street and 10th Avenue North corridors, with surface parking east and south of the building, as well as within the west parcel, such that it minimizes any adverse effects to its neighbors. Driveway access is placed on the east alley and the west side street, minimizing vehicular interaction with vehicular and pedestrian circulation. The driveway connection on the alley has been reviewed by Palm Beach County Fire Rescue and is designed to meet their clearance criteria. On-site parking is designed along the south and east of the building, screening it from public view, by means of low walls and landscaping. Additional parking is provided along North G Street, within the west parcel.*

2. Preservation of natural conditions:

Required: 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.

Response: *The subject property is undeveloped, with existing trees and vegetation. Proposed improvements will be provided in compliance with environmental jurisdictional agencies and enhancements will include water quality, water quantity and erosion control measures.*

3. Screening and buffering:

Required: 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: *For the east parcel, screening of the on-site parking is provided by placing it at the east and rear of the property and will be screened by the building and landscape improvements. The solid waste dumpster will be located in an enclosure located at the southeast of the property and will provide collection and storage of solid waste and recyclables. Site lighting will comply with the City's lighting design and illumination standards, such that it will not spill over to surrounding properties. Landscaping of the perimeter buffers will be designed in such a manner as to compliment the architectural style of the buildings.*

4. Enhancement of residential privacy:

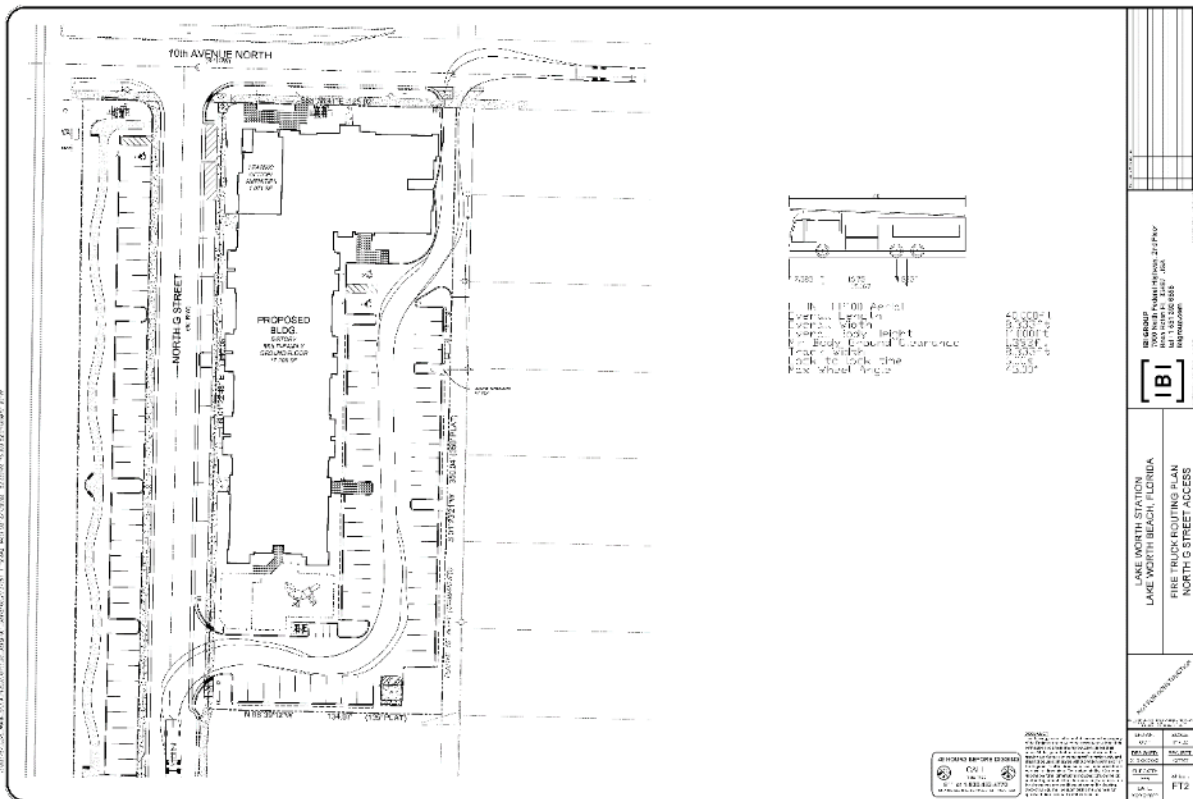
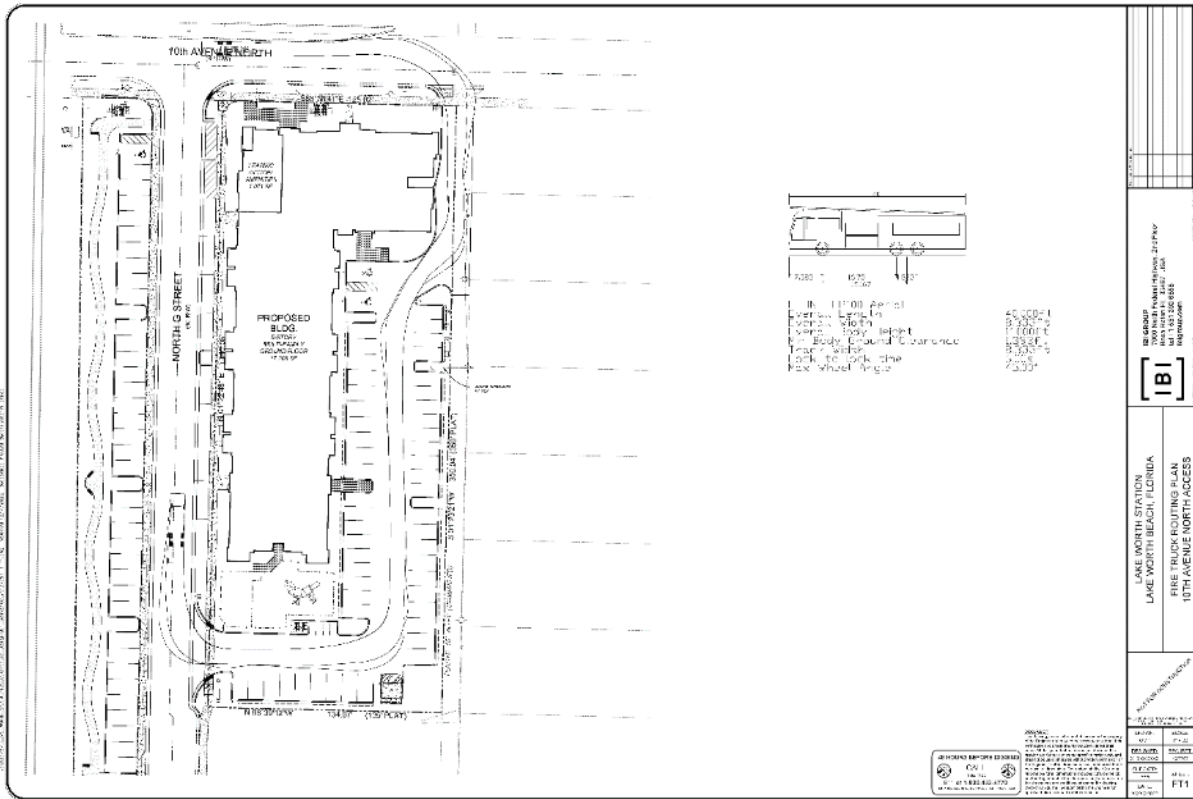
Required: The site plan shall provide reasonable, visual and acoustical privacy for all dwelling units located therein and adjacent thereto. Fences, walls, barriers and vegetation shall be arranged for the protection and enhancement of property and to enhance the privacy of the occupants.

Response: *The project will be consistent with Crime Prevention Through Environmental Design Principles (CPTED) to reinforce the privacy and safety of the residents. The building will be designed to provide acoustical and visual privacy for the residents, by means of building placement, impact windows and high rated insulation. Perimeter landscape plantings will provide visual screening. The proposed building has been placed at 84.4' from the south property line, in excess of the 15' required, and 67.3' from the east property line, in excess of the 10' required, thereby allowing for additional residential privacy for the abutting properties.*

5. Emergency access:

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

Response: *Emergency access is provided by means of the perimeter streets and interior private roadway. Fire truck access to the west side of the building will have access to a proposed fire hydrant and Fire Department Connection (FDC). In addition, the building will have an additional access to an existing fire hydrant at the northeast corner of the property. A truck turning analysis was conducted, using an aerial fire truck template to access the rear drive aisle to maneuver from the side street onto the property. In addition, emergency vehicles will also have full access available the interior drive. The building will be provided with a fire sprinkler system, connected to a Fire Alarm.*



6. Access to public ways:

Required: The building, 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: *Vehicular access is provided by means of driveway connections at the alley, south of 10th Avenue North and North G Street. Pedestrian access is provided along the north and west perimeter public rights-of-way, as well as internal pedestrian pathways.*

7. Pedestrian circulation:

Required: There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.

Response: *The on-site pedestrian circulation system is complimentary to the perimeter public sidewalks along the two perimeter streets providing connectivity to the linear park, the internal parking areas, the plaza area and the external public sidewalks.*

8. Design of ingress and egress drives:

Required: The location, size and numbers of ingress and egress drives to the site will be arranged to minimize the negative impacts on public and private ways and on adjacent private property. Merging and turnout lanes traffic dividers shall be provided where they would significantly improve safety for vehicles and pedestrians.

Response: *The proposed ingress and egress, are provided by means of two driveway connections located at the east alley and North G Street. The private roadway provides a 22' wide, two-way roadway to connect to the parking area circulation. Due to low traffic volumes and design of perimeter streets, turn lanes are not required.*

9. Coordination of on-site circulation with off-site circulation:

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

Response: *The proposed vehicular and pedestrian improvements to the public rights-of-way adjacent to the site allow for ingress and egress, as well as on-street parking that will reinforce the desired development pattern. The connection to the existing perimeter roadways of 10th Avenue North and North G Street are not affected. In addition to emergency vehicle accessibility, a truck turning analysis confirmed that solid waste collection vehicles are able to enter the property without conflict. The return radius provided on the entrance drives allow for unrestricted access by emergency and solid waste collection vehicles.*

10. Design of on-site public right-of-way:

Required: 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 project will provide on-street parking on the west parcel, along the west right-of-way of the North G Street, as well as adding public sidewalks on both sides of the roadway. On North G Street, there are 12 parallel parking spaces proposed, with two of these spaces to be considered as Temporary Delivery/Loading and Rideshare spaces. On the west side of North G Street, the west parcel will offer 37 additional parking spaces. The location of the on-street parking was designed in coordination with the City. Access to the off-street parking is provided by means of the proposed driveway connections and internal roadway, in compliance with City and FDOT standards.

11. Off-street parking, loading and vehicular circulation areas:

Required: 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 is designed so that the off-street parking, temporary loading and vehicular circulation are located, designed and screened to minimize the impact of noise, glare and odor on adjacent properties. Site lighting and landscaping improvements are designed to comply with the City's standards.

12. Refuse and service areas:

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

Response: Refuse and service areas will be provided by means of an on-site dumpster, located at the southeast corner of the property and within the dumpster enclosure, where solid waste and recyclables will be collected.

13. Protection of property values:

Required: 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 adjoining property values, as well as the overall community values, by means of the site plan elements related to the residential building. The linear natural park will provide for native vegetation and educational focal points. The proposed tot lot and dog park are situated such that the maximum number of signature trees are preserved. The design character of the project is described as inspired by the **Modern Industrial** design style. A mix of bold and straight lines, simple volumes, metal rails, aluminum cantilever balconies roofs, and entries accents are materials that are left after a business vacates its industrial space and become an integral part of an industrial style. No other style is so strong with metal elements. Bold colors, and textures while metal is sleek and modern.*

Transitional development:

Required: 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 project site is located in the Transit-Oriented Development (TOD) land use and TOD-E zoning areas, therefore this section does not apply. However, the site plan is designed with the principles of the new urbanism, inspired by the old industrial style, strategically oriented within the site creating an icon along the main intersection which will be integrated into the surrounding area.

Consideration of future development:

Required: 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 single-phase project that will complement the City and CRA's Vision for the TOD-E area, City's Land Development Regulations, the Major Thoroughfares Design Guidelines and the Sustainability /Economic Development objectives, as well as, the design of the site and building that are consistent with urban design principles. Therefore, it is requested that the review authority consider that the above standards are met.

Compliance with Community Appearance Criteria Section 23.2-31(I):

The general requirements outlined in this section are minimum aesthetic standards for all site developments, buildings, structures, or alterations within the corporate limits of the city, except single-family residences. However, additions to existing buildings and sites shall be subject to review by the development review official for a determination regarding submission to the planning and zoning board or historic resources preservation board for review. All site development, structures, buildings or alterations to site development, structures or buildings shall demonstrate proper design concepts, express honest design construction, be appropriate to surroundings, and meet the following community appearance criteria:

Required:

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 proposed Lake Worth Station project will adhere to the Compliance with Community Appearance Criteria. The design and layout of the site are consistent with the Major Thoroughfare Design Guidelines.

The elevations are inspired by the **Modern Industrial** architectural style, as well as the Design Guidelines. The project will enhance and embrace the City's Vision, creating a vibrant, safe, inviting and sustainable community asset.

Major Thoroughfare Design Guidelines:

- Encourage high-quality mixed-use infill development that is comprised of residential, office, entertainment, and commercial uses.
- Provide the residents living in the upper floors of a mixed-use development with high-quality standards of living.
- Protect the pedestrian and enhance the pedestrian environment and scale.
- Provide residents with entrances separate from office and commercial spaces.
- Create a base that distinctly grounds the building, and which enhances the streetwall along each thoroughfare.
- Developments should include open spaces accessible to the public, located on the ground floor, as well as private spaces for residents.
- Ensure that commercial/retail spaces on the lower floor are appropriately designed to promote uses that serve the community living in a mixed-use development.
- Ensure compatibility between adjacent uses, especially residential.

Response: The site elements comply with the guidelines state above. The proposed development is consistent with the City's Comprehensive Plan and the CRA's redevelopment initiatives and programs.

MIXED USE URBAN PLANNED DEVELOPMENT: Per Section 23.3-25.e

Project Narrative addressing the following:

- 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 consists of a 1.438 acre site, to be developed in a single phase and single building. The 5-story building will provide 91 multi-family units, together with amenity spaces, including a ground floor leasing space and a fifth floor amenity space. Parking is provided in excess of required. Also provided are bicycle and scooter parking, as well as four electric charging spaces. Refer to attached detailed information

LAKE WORTH STATION - SITE DATA

EXISTING ZONING	TOD-E Transit Oriented Development East	
PROPOSED ZONING	TOD-E Transit Oriented Development East	
EXISTING FUTURE LAND USE	TOD Transit Oriented Development	
PROPOSED FUTURE LAND USE	TOD Transit Oriented Development	
PCN #	38-43-44-21-15-274-0080	
	38-43-44-21-15-274-0070	
	38-43-44-21-15-274-0040	
	38-43-44-21-15-274-0030	
	38-43-44-21-15-274-0020	
	38-43-44-21-15-272-0100	
PROPOSED USE	Multi-family and Workforce Housing	
ANTICIPATED DATE OF COMPLETION	December 2025	
	REQUIRED	PROVIDED
LOT AREA (square feet)	13000	62640
LOT AREA (acres)	0.288	1.438
LOT WIDTH (feet)	100	135
BUILDING HEIGHT - To top of parapet (feet)	55	55'-4"
NUMBER OF STORIES	2	5
BUILDING SETBACKS		
FRONT-North (10th Ave North)	10'	15'
REAR-South (Residence)	15'	84.4'
SIDE STREET-West (North G Street)	10'	10'
SIDE STREET-East (Alley)	10'	67.3'
RESIDENTIAL DENSITY (du/acre)	60	75
Basis of increase: 25% increase for Planned Development, per FLU, Policy 1.2.3.4; 60 du/acre + 25% = 75 du/acre	88	108
Studio		5
1 Bedroom/1 Bathroom		60
2 Bedroom/2 Bathroom		23
3 Bedroom/2 Bathroom		3
Workforce Housing (1 Bedroom/1 Bathroom)		39
Total Units		91
BUILDING AREA (SF)	0	85846
BUILDING COVERAGE - GROUND FLOOR	50%	28%
BUILDING FLOOR AREA (sf)		
GROUND FLOOR		17169
2ND FLOOR		17367
3RD FLOOR		17046
4TH FLOOR		17046
5TH FLOOR		13779
TOTAL BUILDING COVERAGE AREA		82431
FLOOR AREA RATIO (FAR)	2.65	1.32
LIVING AREA		
Studio	500	507
1 Bedroom Units	800 SF	800
2 Bedroom Units	750 SF	888
3 Bedroom Units	900 SF	1232
IMPERMEABLE SURFACE (IMPERVIOUS)	65%	65%
BUILDING (Ground Floor)		27%
CONCRETE CURBS (sidewalk, curbs, pads)		5%
PAVEMENT		28%
PARKING PERVIOUS CONCRETE/ASPHALT PAVERS (80% impervious)		7%
PERMEABLE SURFACE (PERVIOUS)	35%	35%
LANDSCAPE + OPEN SPACE		28%
PARKING PERVIOUS CONCRETE/ASPHALT PAVERS (80% pervious)		7%
PARKING REQUIREMENTS		
MF-Studio = 5 UNITS @ 1 PER UNIT	5	See below
MB-1BR = 60 UNITS @ 1.5 PER UNIT	90	See below
MF-2BR = 23 UNITS @ 1.75 PER UNIT	40	See below
MF-3BR = 3 UNITS @ 2 PER UNIT	6	See below
ADMINISTRATIVE/LEASING Office = 871 SF @ 1 PER OFFICE	1	See below
Workforce Housing Credit, 28% =	36	See below
GROSS PARKING REQUIRED	187	See below
REQUIRED PARKING (with 25% Workforce Housing Parking Credit)		100
Off-street (on-site) Regular Parking Spaces		66
Off-street (on-site) Compact Parking Spaces @ 28% of Required Parking		22
Off-street (on-site) Handicap Parking Spaces		3
Side-street Parallel Parking Spaces (including 2 delivery & ideshore spaces)		12
Bonus Parking = Bike Racks = 1 set of 4 = 1 @ 1 space per 4		3
Scooter Parking Bonus = 1 per each =		4
Electric Charging Spaces (4%)	4	4

NO WAIVERS ARE REQUESTED.

- A statement indicating the manner in which the proposed project complies with the comprehensive plan:

Response:

1. *Location: The project is located east of Interstate 95, which is designated as Transit Oriented Development-East.*
2. *Minimum area required: The project area is 1.438 acres, which exceeds the minimum area required of 0.5 acres.*
3. *Permitted uses: This project is a mixture of residential and office uses, which are permitted uses.*
4. *Required setbacks: The required setbacks are provided along the north, south and east. A waiver is requested along the west side of the property, a reduction of 1 foot from 10 feet to 9 feet. Justification of this request is based on the proposed on-street parking and workforce housing.*
5. *Parking and loading space requirements: The parking analysis, as shown below, indicates 107 parking spaces required. Total parking provided is 109, including credit for the six sets of two bike racks and the 4 scooter parking spaces. There are two delivery and rideshare parking spaces provided on North G Street.*
6. *Landscaping/buffering: Landscaping and buffering are provided as required.*
7. *Illumination: Site lighting is compliant with the illumination limit of one (1) foot candle at the boundaries of the project site.*
8. *Outdoor storage: There are no outdoor storage facilities proposed for this project.*
9. *Sustainability: Sustainability features shall be included in the project design and in compliance with the Florida Green Building Coalition criteria.*

The project is consistent with the CRA's redevelopment initiatives and programs. The overall project site was assembled from five (5) parcels, as shown on the survey provided. As per the Future Land Use Element Policy 1.1.1.8, the project provides live-work units and compact, sustainable urban infill residential development that meets the vision for the Transit-Oriented Development (TOD) land use and TOD-E zoning district, as well as the Major Thoroughfare Design Guidelines. The project is also consistent with the intent of the Sustainable Bonus Incentive Program, which allows an increase in density, intensity and height.

*The proposed project is consistent with and furthers the applicable Goals, Objectives and Policies of the City's **Comprehensive Plan**, which are as follows:*

GOAL 1.2: To strive to foster the City of Lake Worth as a livable community where live, work, play and learn become part of the daily life of residents and visitors.

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.

Objective 1.2.4: The City shall establish incentives to encourage the redevelopment of the City's stressed and blighted areas through a formal Transfer of Development Rights Program.

Policy 1.2.4.1 The City shall implement a Transfer of Development Rights Program as described in Policy 1.2.4.4 to provide for increased density, intensity and height allowances through the purchase of development potential from the City's properties with a Public Future Land Use Designation.

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.

Response: The development proposal complies with the referenced sections above and there are no waivers requested.

Policy 1.6.1.2: The City shall encourage new development, infill and redevelopment in conjunction with existing or planned transit improvements where possible.

- 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: The anticipated total construction time, from issuance of the building permit, 265 days. The anticipated start date is January 2024. The common open space is located in the open plaza area and the linear natural park and will be available upon completion of construction.

- Compliance with the General Provisions and Requirements in Section 23.3-25(b), which are as follows:

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:

- A. Accessory facilities normally associated with such systems that require above-ground installation, provided such facilities are screened adequately; and

B. 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: Utilities will be installed underground, in accordance with the criteria noted in subsection A, i.e., fire hydrants, backflow preventers, etc. Primary facilities will be screened by means of landscaping.

Visibility triangle: In all planned development, visibility at all street and alley intersections shall be provided pursuant to section 23.4-4.

Response: The visibility/site triangle is noted on the site plan and landscape plan.

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 open space provided is comprised of green space and pervious hardscape. The total open space, located within the west parcel, the open plaza, tot lot, dog park and perimeter landscape areas, are provided as follows:

Green Space and Pervious Hardscape = 21,891 SF = 0.503 AC. = 35%

- **Establishment of planned development districts:** All planned developments shall comply with sections 23.2-27, 23.2-28 and 23.2-29. 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: Acknowledged.

- **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: The property will be unified under a Declaration of Unity of Title or other means. The developer/applicant will execute any necessary agreements with the City and CRA.

- **Master development plan.** Any petition for planned development district zoning shall be accompanied by a professionally prepared master development plan.

Response: A master development site plan is provided.

- Supporting information. Applications for planned development approval shall include all the documentation set forth above.

Response: Applications are submitted together with this document and supporting documents.

- Professional services required. A master development plan for any proposed planned development district shall be prepared utilizing the professional services of individuals possessing appropriate licensure or registration.

Response: Acknowledged and provided.

- Application fees. Application fees for planned development districts shall be established and amended by resolution of the city commission.

Response: Acknowledged and provided.

Conditional Use:

Justification Statement to address the Conditional Use Criteria in Section 23.2-29.d and Section 23.2-29-e, which are as follows:

- **General findings** relating to harmony with LDRs and protection of public interest. Prior to approving any Conditional Use permit, the decision making authority shall find based on competent and substantial evidence that:
 - 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.
 - The Conditional Use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.
 - The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the site for some use permitted by right or some other conditional use permitted on the site.
 - 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.
- **Specific findings** for all conditional uses. Prior to approving any Conditional Use, the decision making authority shall find that:
 - 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.
 - 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.
 - The proposed conditional use will not produce significant air pollution emissions or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.
 - 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.

- 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 than would result from development permitted by right.
- The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.
- 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.
- The proposed Conditional Use will not generate light or glare which encroaches onto any residential property in excess of that allowed in Section 23.4-10 – Exterior Lighting.

Response: *The development proposal complies with the referenced sections above.*

SUSTAINABLE BONUS INCENTIVE PROGRAM:

The Sustainable Bonus Incentive Program is outlined in City Code Section 23.2-33 and provides the following criteria, which apply to this project:

1. Any buildings seeking incentives must be over two stories, which allows for increases in height and intensity over baseline maximums. Once a year, the City Commission will establish baseline sustainable bonus values to participate in the program.
2. As part of a planned development, mixed-use planned development, residential planned development, or urban planned development, a project may receive a 25% bonus on density, intensity, and height over the baseline. For each project requesting the additional bonus, twice the baseline sustainable bonus value will apply to each square foot above the maximum base threshold.
3. For mixed-use urban planned developments located west of Dixie Highway, which include at least three (3) use categories, one being residential, an additional 50% bonus in density, intensity, and height over the baseline may be obtained. For each project requesting the additional bonus, twice the baseline sustainable bonus value will apply to each square foot above the maximum base threshold.

Response: *This project proposes use of the Sustainable Bonus Incentive Program for the following:*

- *Increase the height of proposed building to 55'-4".*
- *Increase the number of stories of proposed building to 5 stories*
- *Increase the density of the project to 75 du/acre*

The project will provide a community benefit by means of workforce housing. In addition, it will incorporate sustainable design and development principles, including best practices, pervious concrete pavement, rainwater harvesting, native materials, etc.

4. Projects incorporating transfer development rights must be a mixed use urban planned development, planned development, mixed use planned development or residential planned development.

Response: The project is proposed as a mixed-use planned development with multi-family residential and work space.

5. Projects must have incorporated all of the density, height and intensity bonuses available under the sustainable bonus program prior to being eligible for the transfer development rights program.

Response: The project proposal does not require TDR allowances for the proposed building:

LAKE WORTH STATION			
SUSTAINABLE BONUS & TDR INCENTIVES			
Site Area	62,640 SF	1.438 AC	Comments
Building			
Ground Floor	17,169 SF		
Second Floor	17,387 SF		
Third Floor	17,048 SF		
Fourth Floor	17,048 SF		
Fifth Floor	13,779 SF		949 sf of amenity space deducted
Total Area	82,431 SF		
Total Site Building Construction			
Total Building Area	82,431 SF		
Lot Size	62,640 SF		
Total Construction FAR	1.316		
FAR by right	1.5		
Floor Area by right	93,960 SF		
Sustainable Bonus Incentive			
	Area (sf)	Unit Cost (per sf)	Value
Building			
Third Floor	17,048	\$5	\$0, due to community benefit of affordable housing
Fourth Floor	17,048	\$5	\$85,240
Fifth Floor	13,779	\$10	\$137,790
Sustainable Value	47,875		\$223,030
Transfer Development Rights			
	Area (sf)	Unit Cost (per 10)	Value
Primary Building	0	\$10	\$0
Total Incentives Value			
			\$223,030
Incentives provided			
50% Cash to City			\$111,515
Workforce Housing (43% SB1 Value)		on-site	\$95,903
West Parcel Native Plantings Linear Park		on-site	\$30,000
North G Street Sidewalk		on-site	\$20,000
Total Incentives Provided			\$257,418

LDR SECTION 23.2-33.C.2: Review/Decision

Review/decision: The development review official shall review the application along with the zoning approvals otherwise required of the development proposal under these LDRs. Development applications that require further review or approval by a decision-making board shall also include the development review official's recommendation regarding the award of bonus height or intensity (the "incentive award") under the program. Any decision on the incentive award shall be made by the planning and zoning board, the historic resources planning board, or the city commission as applicable. A decision on an incentive award may be appealed under the procedures applicable to the development application with which it is associated. No waiver or variance may be granted regarding the incentive award. The award of bonus height or intensity under this 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: With the proposed improvements, the balance will be achieved.

- (b) Do the proposed on-site features or improvements adequately provide sustainable project enhancements, beyond those otherwise required by these LDRs for the development proposal, that are attainable and reasonable in the context of the proposed project;

Response: The proposed improvements include workforce housing, higher quality and additional open space, pervious concrete pavement and public art (sculpture).

- (c) Do the proposed off-site improvements meet the priorities of the city for community sustainability; and

Response: The proposed off-site parking will provide public parking, as well as loading/unloading.

- (d) Do the proposed features, improvements or fees in-lieu meet the intent of the Sustainable Bonus Incentive Program?

Response: The proposed features and improvements meet the intent of the Sustainable Bonus Incentive Program.

Based on the information provided and contained herein, we hereby request approval of the Major Site Plan, Planned Development District, Sustainable Bonus Incentive Program and Transfer Development Rights.

If you have any questions, please contact me at (954) 974-2200, EXT. 52120, or at patricia.ramudo@ibigroup.com.

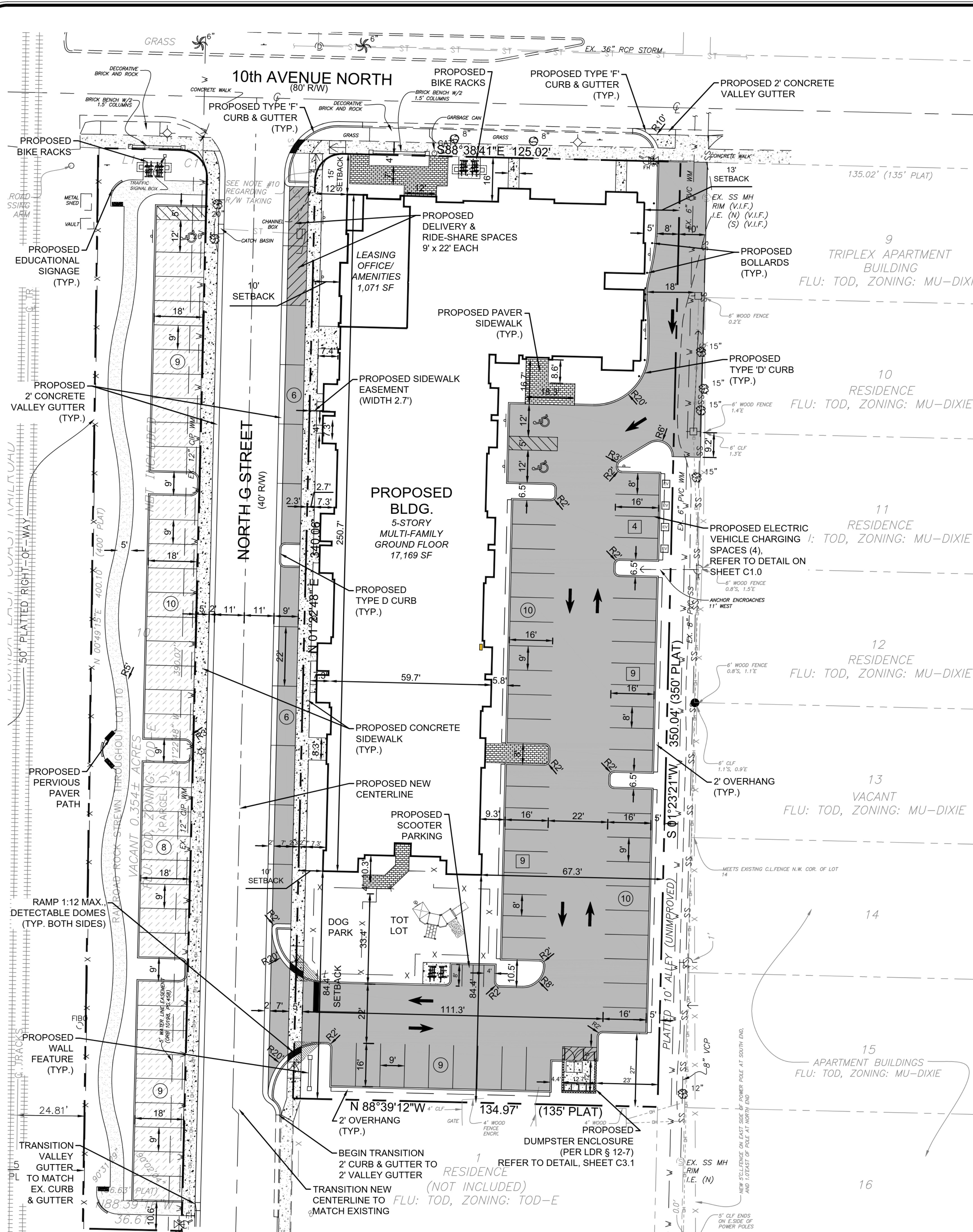
Sincerely,

IBI Group Professional Services (USA) Inc.



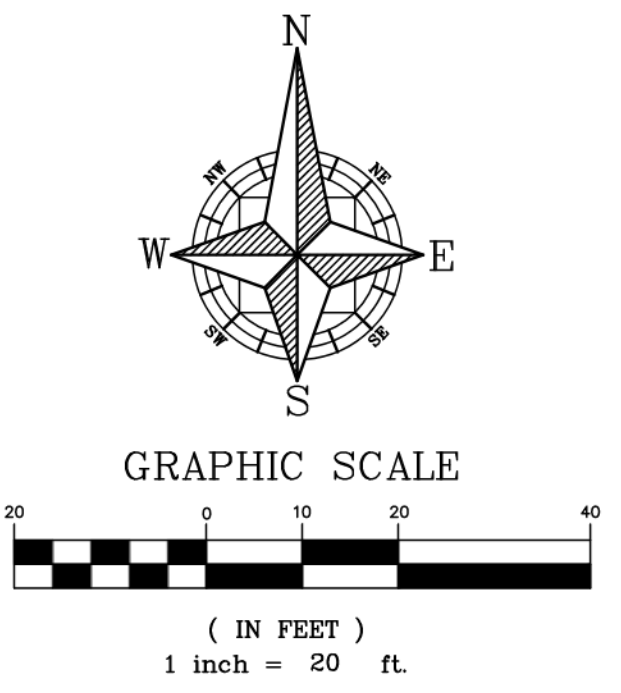
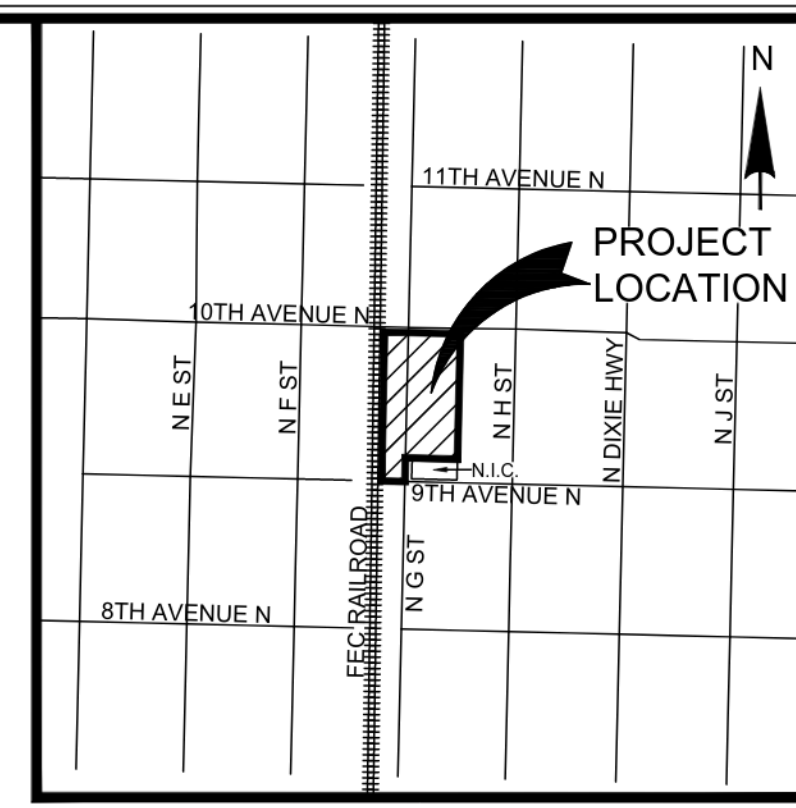
Patricia F. Ramudo, PE LEED AP
Manager of Engineering

J:\137767_Lake_Worth_S\7.0_Production\7.03_Design\01_Gen_Sheets\137767-SP.dwg Modified: 12/8/2022 By: cpenne Plotted By: christopher_pence



LAKE WORTH STATION - SITE DATA

EXISTING ZONING	TOD-E	Transit Oriented Development East
PROPOSED ZONING	TOD-E	Transit Oriented Development East
EXISTING FUTURE LAND USE	TOD	Transit Oriented Development
PROPOSED FUTURE LAND USE	TOD	Transit Oriented Development
PCN #		38-43-44-21-15-274-0000
		38-43-44-21-15-274-0070
		38-43-44-21-15-274-0030
		38-43-44-21-15-274-0020
		38-43-44-21-15-272-0100
PROPOSED USE		Multi-family and Workforce Housing
ANTICIPATED DATE OF COMPLETION		December 2025
	REQUIRED	PROVIDED
LOT AREA (square feet)	13300	62640
LOT AREA (acres)	0.298	1.438
LOT WIDTH (feet)	100	135
BUILDING HEIGHT - To top of parapet (feet)	55	55'-4"
NUMBER OF STORIES	2	5
BUILDING SETBACKS		
FRONT-North (10th Ave North)	10'	15'
REAR-South (Residence)	15'	84.4'
SIDE STREET-West (North G Street)	10'	10'
SIDE STREET-East (Alley)	10'	67.3'
RESIDENTIAL DENSITY (du/acre)	60	75
Basis of increase: 25% increase for Planned Development, per FLU Policy 1.2.3.4; 60 du/acre + 25% = 75 du/acre	86	108
Studio	5	5
1 Bedroom/1 Bathroom	60	60
2 Bedroom/2 Bathroom	23	23
3 Bedroom/2 Bathroom	3	3
Workforce Housing (1 Bedroom/1 Bathroom)	39	39
Total Units	91	91
BUILDING AREA (SF)	0	85845
BUILDING COVERAGE - GROUND FLOOR	50%	28%
BUILDING FLOOR AREA (sf)		
GROUND FLOOR	13300	17169
2ND FLOOR		17367
3RD FLOOR		17048
4TH FLOOR		17048
5TH FLOOR		13779
TOTAL BUILDING COVERAGE AREA		82431
FLOOR AREA RATIO (FAR)	2.65	1.32
LIVING AREA		
Studio	500	507
1 Bedroom Units	600 SF	600
2 Bedroom Units	750 SF	888
3 Bedroom Units	900 SF	1232
IMPERMEABLE SURFACE (IMPERVIOUS)	65%	65%
BUILDING (Ground Floor)		27%
CONCRETE CURBS (sidewalk, curbs, pads)		5%
PAVEMENT		26%
PARKING PERVIOUS CONCRETE/ASPHALT PAVERS (50% impervious)		7%
PERMEABLE SURFACE (PERVIOUS)	35%	35%
LANDSCAPE + OPEN SPACE		28%
PARKING PERVIOUS CONCRETE/ASPHALT PAVERS (50% pervious)		7%
PARKING REQUIREMENTS		
MF-Studio = 5 UNITS @ 1 PER UNIT	5	See below.
MF-1BR = 60 UNITS @ 1.5 PER UNIT	90	See below.
MF-2BR = 23 UNITS @ 1.75 PER UNIT	40	See below.
MF-3BR = 3 UNITS @ 2 PER UNIT	6	See below.
ADMINISTRATIVE/LEASING Office = 891 SF @ 1 PER OFFICE.	1	See below.
Workforce Housing Credit, 25% =	36	See below.
GROSS PARKING REQUIRED	197	See below.
REQUIRED PARKING (with 25% Workforce Housing Parking Credit)	109	
Off-street (on-site) Regular Parking Spaces	65	
Off-street (on-site) Compact Parking Spaces @ 25% of Required Parking	22	
Off-street (on-site) Handicap Parking Spaces	3	
Side-street Parallel Parking Spaces (including 2 delivery & rideshare spaces)	12	
Bonus Parking = Bike Racks = 1 set of 4 = 1 @ 1 space per 4	3	
Scoter Parking Bonus = 1 per each =	4	
Electric Charging Spaces (4%)	4	4



LEGEND

- ASPHALT AREA
- PERVIOUS PAVEMENT PARKING AREA
- CONCRETE
- BRICK PAVERS
- PERVIOUS PAVER PATH
- COMPACT PARKING SPACES
- STANDARD PARKING SPACES
- ELECTRIC VEHICLE CHARGING SPACE

NOTE:
PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ALLEYWAY IMPROVEMENTS CONSISTING OF 4" ASPHALT MILLINGS, GRADED AND COMPACTED, SHALL BE CONSTRUCTED FROM 9TH AVENUE NORTH TO 10TH AVENUE NORTH.

PROJECT NARRATIVE:
The project is located at 930 N G Street, Lake Worth Beach, FL / Parcel # 38-43-44-21-15-274-0080. The proposed mixed-use project includes the construction of a residential building, surface parking and site amenities. Additionally the site will include water & sewer, stormwater facilities, and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year - 1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the infiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system. The summary table below provides the final pre- vs post elevations and discharge rates for all the aforementioned stormevents.

Storm Event	Pre	Post	Comment
3 year - 1 Hour	13.26	11.47 ft NAVD	Fully retained on-site, Bleeder Invert EI = 11.50
5 Year - 1 day	14.37	13.75 ft NAVD	Min Inlet EI = 14.00
25 Year - 3 day	14.86	14.36 ft NAVD	Min Perimeter EI = 14.50
100 year - 3 day	15.16	15.74 ft NAVD	Min FFE 16.00, no discharge

DISCLAIMER
This drawing, as an instrument of service, is the property of the Engineer and may not be reproduced without their permission and unless the reproduction carries their name. All design and other information shown on this drawing are for the use on the specified project only and shall not be used otherwise without written permission of the Engineer. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and the Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the Engineer for approval before proceeding with fabrication.

48 HOURS BEFORE DIGGING
CALL TOLL FREE
811 or 1-800-432-4770
SUNSHINE STATE ONE CALL CENTER

IBI GROUP
7000 North Federal Highway, 2nd Floor
Boca Raton FL 33487 USA
tel +1 561 393 6555
ibigroup.com

IBI

ENGINEER'S CERT. OF AUTH. #2966

LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA

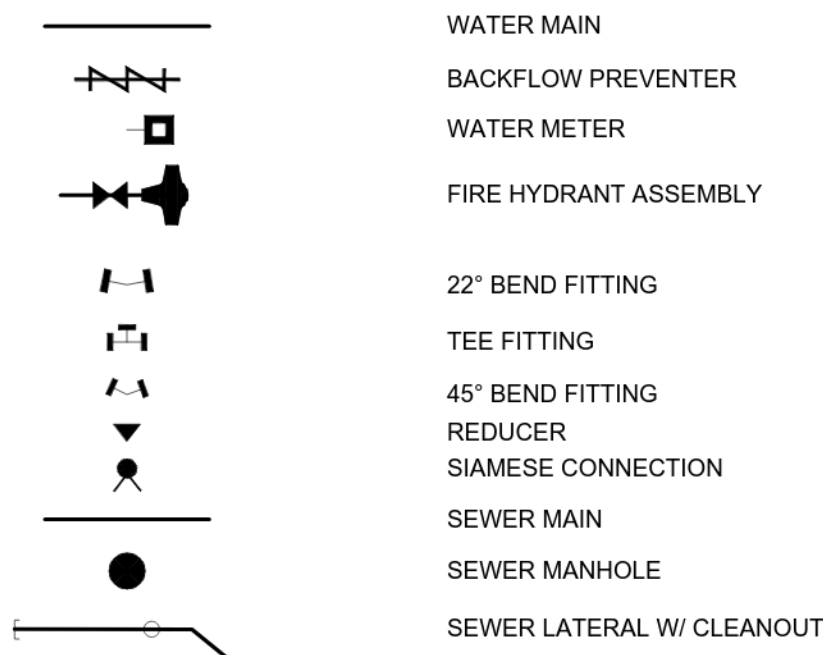
SITE PLAN

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SET OF PAPERWORK FOR THE PROJECT. FLORIDA P.E. 60038 FOR THE FIRM.

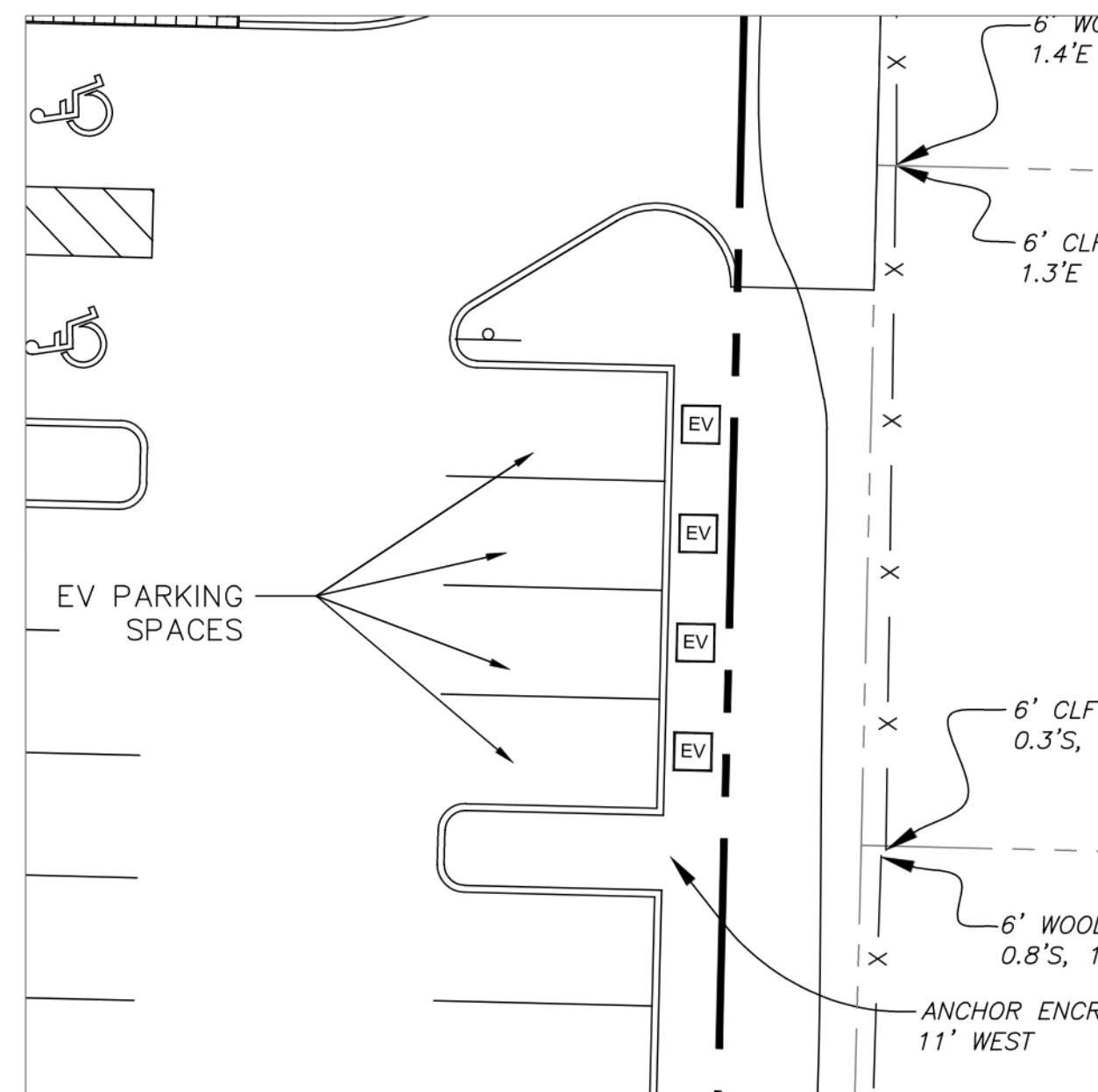
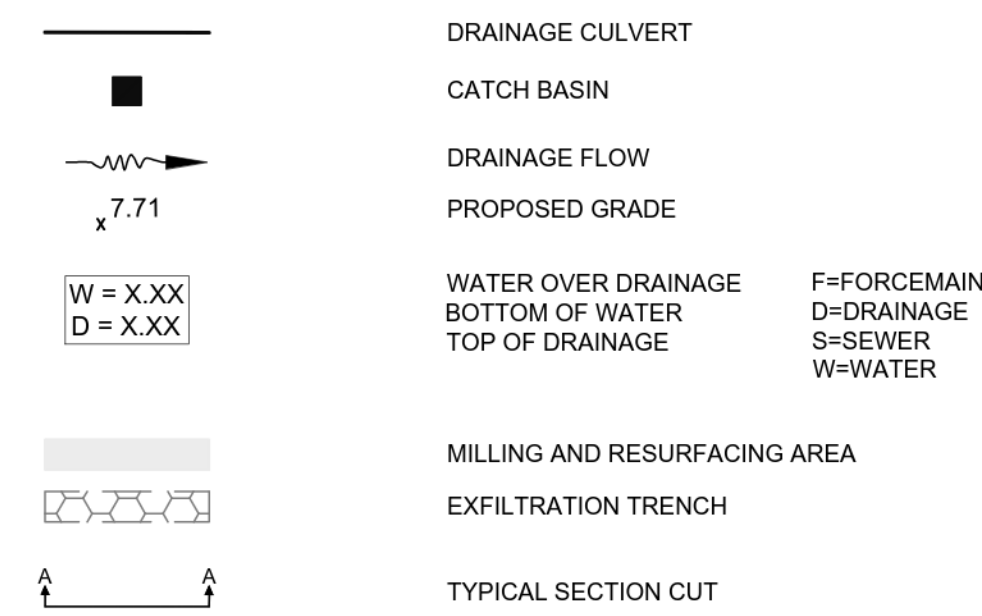
DRAWN:	SCALE:
CMP	1" = 20'
DESIGNED:	PROJECT:
CMP	137767
CHECKED:	SHEET:
PF	SP1.0
DATE:	12/07/2022

LEGEND

WATER & SEWER



PAVING, GRADING & DRAINAGE



EV PARKING SPACE DETAIL

NOTES:

- 1. THE FOUR (4) EV PARKING SPACES ARE TO BE LOCATED AT THE SINGLE COMPACT PARKING SPACES ON NORTHEAST PARKING AREA AS NOTED IN THE DETAIL ABOVE.
2. AS REQUIRED, 4% OF THE OFF-STREET PARKING SHALL BE PROVIDED AS EV PARKING SPACES. BASED ON THE 85 OFF-STREET PARKING SPACES PROVIDED, THE PROJECT WILL PROVIDE 4 EV PARKING SPACES.

GENERAL NOTES

- 1. ALL CONSTRUCTION SHALL CONFORM WITH THE FOLLOWING: A) PLANS AND SPECIFICATIONS PREPARED BY IBI GROUP. B) PAVING, GRADING AND DRAINAGE: MINIMUM STANDARDS OF THE CITY OF LAKE WORTH BEACH, SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND SOUTH BROWARD DRAINAGE DISTRICT. C) ROADS AND STREETS: CITY OF LAKE WORTH BEACH. D) WATER DISTRIBUTION: THE REQUIREMENTS OF THE FIRE MARSHALL, HEALTH DEPARTMENT AND CITY OF LAKE WORTH BEACH. E) SANITARY SEWER: CITY OF LAKE WORTH BEACH AND PALM BEACH COUNTY E.P.G.M.D. F) ALL APPLICABLE LOCAL, COUNTY AND STATE CODES AND ORDINANCES. G) WHEN CONFLICTS, OMISSIONS OR MODIFICATIONS EXIST, THE STRICTER PROVISION SHALL GOVERN. H) FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (LATEST EDITION) AND FEDERAL ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (LATEST EDITION). I) IN THE EVENT OF CONFLICT OR OMISSION BETWEEN THESE CODES/GUIDELINES, CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE STRICTEST PROVISIONS OF THE CODES/GUIDELINES.
2. SEPARATE PERMITS SHALL BE REQUIRED FOR ANY IMPROVEMENT WORK IN THE PUBLIC RIGHT-OF-WAY.
3. THESE PLANS SHOW THE APPROXIMATE LOCATION OF ALL KNOWN UTILITIES AND STORM DRAINS FOR THE PURPOSE OF AIDING THE OWNER AND HIS CONTRACTOR IN THE CONNECTION TO THOSE FACILITIES OR THE REMOVAL OR AVOIDANCE OF THOSE FACILITIES WHICH CONFLICT WITH THE PROPOSED CONSTRUCTION...
27. CONTRACTOR SHALL, PRIOR TO START OF CONSTRUCTION, FILE FORM 62-621.300(4)(b) (NPDES N.O.I. TO USE GENERIC PERMIT) WITH THE FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION.

PROJECT SPECIFIC NOTES

- 1. THE CONTRACTOR IS TO COORDINATE HIS/HER WORK AND SITE ACCESS WITH THE OTHER ENTITIES THAT MAY BE WORKING ON SITE. ANY CONFLICTS ON COORDINATION ISSUES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND/OR ENGINEER FOR MUTUAL RESOLUTION.
2. PRE-BID SITE VISITS ARE REQUIRED BY ALL BIDDERS TO FAMILIARIZE THEM WITH SITE CONDITIONS. ALL ADDITIONAL DEMOLITION REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
3. FORTY-EIGHT (48) HOUR NOTICE IS REQUIRED BY THE ENGINEER PRIOR TO SITE INSPECTIONS AND/OR WITNESSING OF WATER AND/OR SEWER TESTING.
4. ALL EXISTING TREES TO REMAIN SHALL BE BARRICADE PROTECTED FROM DAMAGE BY EQUIPMENT AND/OR PERSONNEL.
5. THE PROPOSED PROJECT WILL NOT ADVERSELY AFFECT SIGNIFICANT HISTORICAL OR ARCHEOLOGICAL RESOURCES UNDER THE PROVISIONS OF SECTION 287.061, F.S. IF EVIDENCE OF THE EXISTENCE OF HISTORICAL OR ARCHEOLOGICAL RESOURCES IS DISCOVERED OR OBSERVED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITIES AFTER FINAL APPROVAL...

TESTING NOTES

- 1. TESTS SHALL BE LOCATED NO MORE THAN FIFTY (50) FEET APART. TESTS SHALL BE PERFORMED ON EACH LIFT, EXCEPT THAT TESTS SHALL NOT BE FURTHER APART THAN ONE (1) FOOT VERTICALLY. FIELD DENSITIES SHALL BE TAKEN OVER ALL ROAD CROSSINGS. FIELD DENSITIES FOR SANITARY LINES SHALL BE STAGGERED TO INCLUDE RESULTS OVER SERVICE LATERALS. THERE SHALL BE A MINIMUM OF ONE (1) TEST SERIES FOR EACH SIX (6) INCHES OF LIFT OVER PIPELINE BETWEEN MANHOLES OR CLEANOUTS. TESTS AROUND STRUCTURES SHALL BE SPIRALLED IN SIX (6) INCH LIFTS. TESTS AROUND BOX CULVERTS SHALL BE DONE ON BOTH SIDES EVERY LIFT.
2. FOR FLEXIBLE PIPE (CORRUGATED STEEL OR ALUMINUM), 95% OF MAXIMUM DENSITY (AASHTO-T99) PER FOOT SUPPLEMENTAL SPECIFICATIONS SUB ARTICLE 125-8.3.2 AS MODIFIED.
3. THERE SHALL BE NO LESS THAN THREE (3) TESTS WITHIN THE PROPOSED ROAD, TWO (2) TESTS IN THE PARKING AREA AND ONE (1) TEST IN THE DRIVEWAY TO THE DUMPSTER PAD.
4. APPLIES TO SITE CONCRETE SUCH AS CURBS, GUTTERS, FLUMES, DRIVEWAYS AND SIDEWALKS.
5. ENGINEER OF RECORD SHALL RECEIVE MATERIAL TESTING REPORTS NO LATER THAN ONE (1) WEEK FROM THE TEST DATE.
6. TESTING FOR RCP SHALL BEGIN AT THE SPRING LINE OF THE PIPE.
7. EMBANKMENT, FILL AND BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED IN LIFTS NOT TO EXCEED TWELVE (12) INCHES VERTICALLY. EACH COMPACTED LIFT SHALL PASS THE AFOREMENTIONED TESTING CRITERIA BEFORE PROCEEDING TO THE NEXT VERTICAL LIFT.
8. DENSITY TESTS SHALL BE PERFORMED AT A MINIMUM FREQUENCY OF ONE (1) TEST PER EVERY ONE HUNDRED (100) SQUARE YARDS OF FILL MATERIAL BEING PLACED, PER VERTICAL LIFT.
9. IF SUCCESSIVE VERTICAL LIFTS ARE PLACED, THE DENSITY TESTS SHALL BE STAGGERED SO AS TO NOT BE REPEATED IN THE SAME LOCATION.

TESTING SCHEDULE

Table with 3 columns: ITEM, TEST, TEST FREQUENCY. Rows include Pipe Trench Backfill, Stabilized Subgrade, Base, Concrete, Asphaltic Concrete, etc.

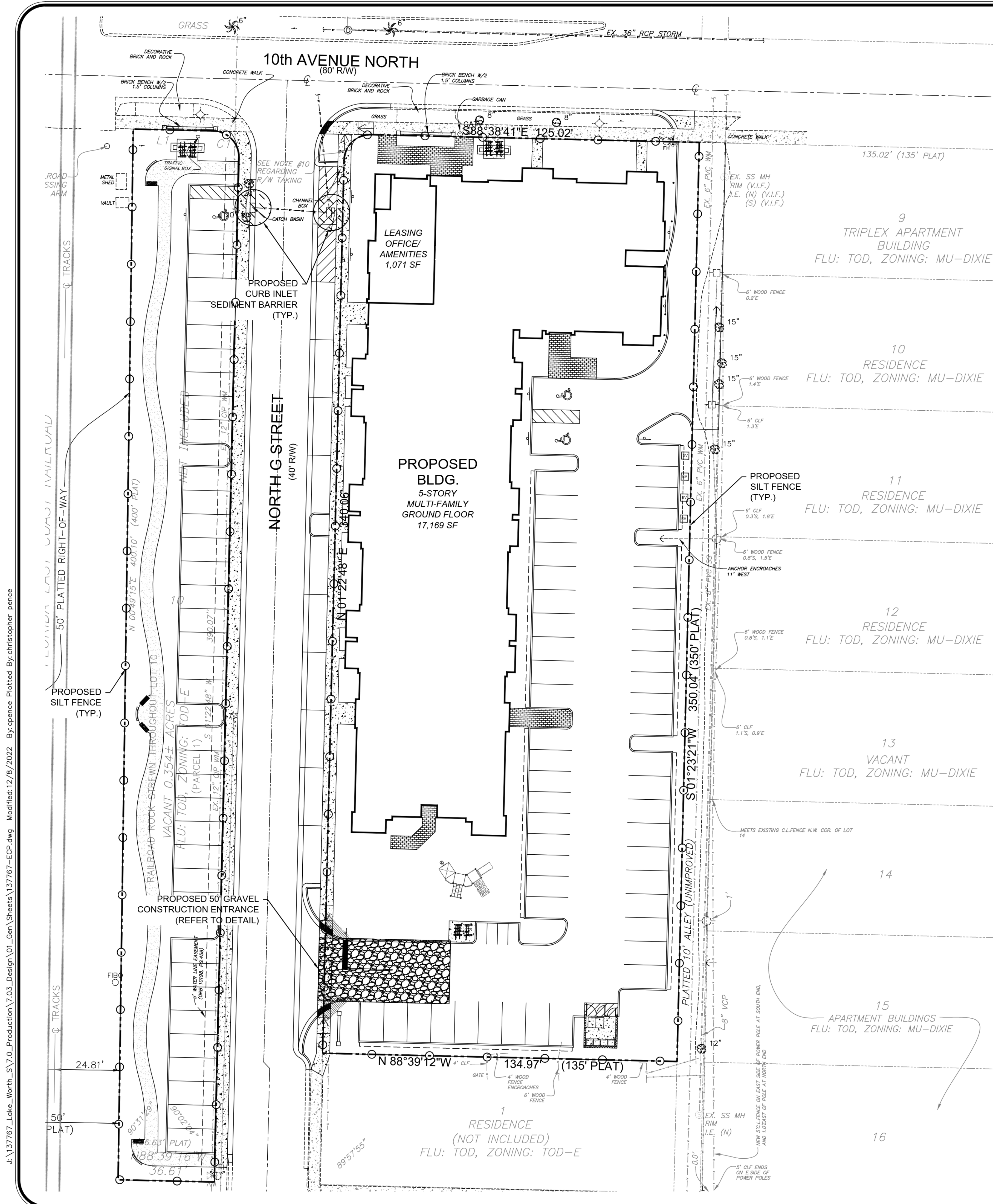
SEPARATION OF WATER & SEWER LINES

Table with 3 columns: MINIMUM SEPARATION, ALTERNATE CONSTRUCTION, and VERTICAL SEPARATION OF PIPELINES. Details separation requirements for various pipe types and depths.

DISCLAIMER: This drawing, as an instrument of service, is the property of the Engineer and may not be reproduced without their permission... 48 HOURS BEFORE DIGGING CALL TOLL FREE 811 or 1-800-432-4770 SUNSHINE STATE ONE CALL CENTER

Project information block including IBI GROUP logo, address (7000 North Federal Highway, 2nd Floor, Boca Raton FL 33487 USA), phone number (tel +1 561 393 6555), and ibigroup.com website.

Vertical text on the left margin: j:\137767_Lake_Worth_S\7.0_Production\7.03_Design\01_Gen_Sheets\137767-COVER.dwg Modified: 12/18/2022 By: cpenace Plotted By: christopher_pence



EROSION CONTROL NOTES

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

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
EROSION CONTROL NOTES DETAIL
25

INLET FILTER DETAIL

NOT TO SCALE

NOTES:

- CONTRACTOR IS TO CLEAN INLET FILTER AFTER EVERY STORM.
- CONTRACTOR TO REMOVE FABRIC JUST PRIOR TO PAVING.

A SEDIMENT TRAP WILL BE EXCAVATED BEHIND THE CURB AT THE INLET. THE BASIN SHALL BE AT LEAST 12 TO 14 INCHES IN DEPTH, APPROXIMATELY 36 INCHES IN WIDTH, AND APPROXIMATELY 7 TO 10 FEET IN LENGTH PARALLEL TO THE CURB.

STORM WATER WILL REACH THE SEDIMENT TRAP VIA CURB CUTS ADJACENT TO EACH SIDE OF THE INLET STRUCTURE. THESE OPENINGS SHALL BE AT LEAST 12 INCHES IN LENGTH. STORM WATER MAY ALSO REACH THE BASIN VIA OVERLAND FLOW LAND AREA BEHIND THE CURB. THE CURB CUTS SHALL BE REPAIRED WHEN THE SEDIMENT TRAP IS REMOVED.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
INLET FILTER DETAIL
26

SILT FENCE INSTALLATION DETAIL

NOT TO SCALE

NOTES:

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

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
SILT FENCE INSTALLATION DETAIL
27

ATTACHING TWO SILT FENCES

NOT TO SCALE

PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE.

ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A COUNTERWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL.

DRIVE BOTH POSTS ABOUT 18 INCHES INTO THE GROUND AND BURY FLAP.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
SILT FENCE INSTALLATION DETAIL
28

STABILIZED CONSTRUCTION ENTRANCE DETAIL

NOT TO SCALE

NOTE:

A CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AND CONTAIN AN AGGREGATE LAYER (FOOT AGGREGATE NO.1), AT LEAST 6-INCHES THICK. IT MUST EXTEND TO THE WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA. CITY / PUBLIC ROAD TO BE KEPT FREE OF DEBRIS AND AGGREGATE.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
STABILIZED CONSTRUCTION ENTRANCE DETAIL
29

48 HOURS BEFORE DIGGING

CALL TOLL FREE 811 OR 1-800-432-4770 SUNSHINE STATE ONE CALL CENTER

DISCLAIMER

This drawing, as an instrument of service, is the property of the Engineer and may not be reproduced without their permission and unless the reproduction carries their name. All design and other information shown on this drawing are for the use on the specified project only and shall not be used otherwise without written permission of the Engineer. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and the Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the Engineer for approval before proceeding with fabrication.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
EROSION CONTROL PLAN
12/07/2022

REVISIONS

No.	Date	Comment

IBI GROUP
7000 North Federal Highway, 2nd Floor
Boca Raton FL 33487 USA
tel +1 561 393 6555
ibigroup.com

LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA

EROSION CONTROL PLAN

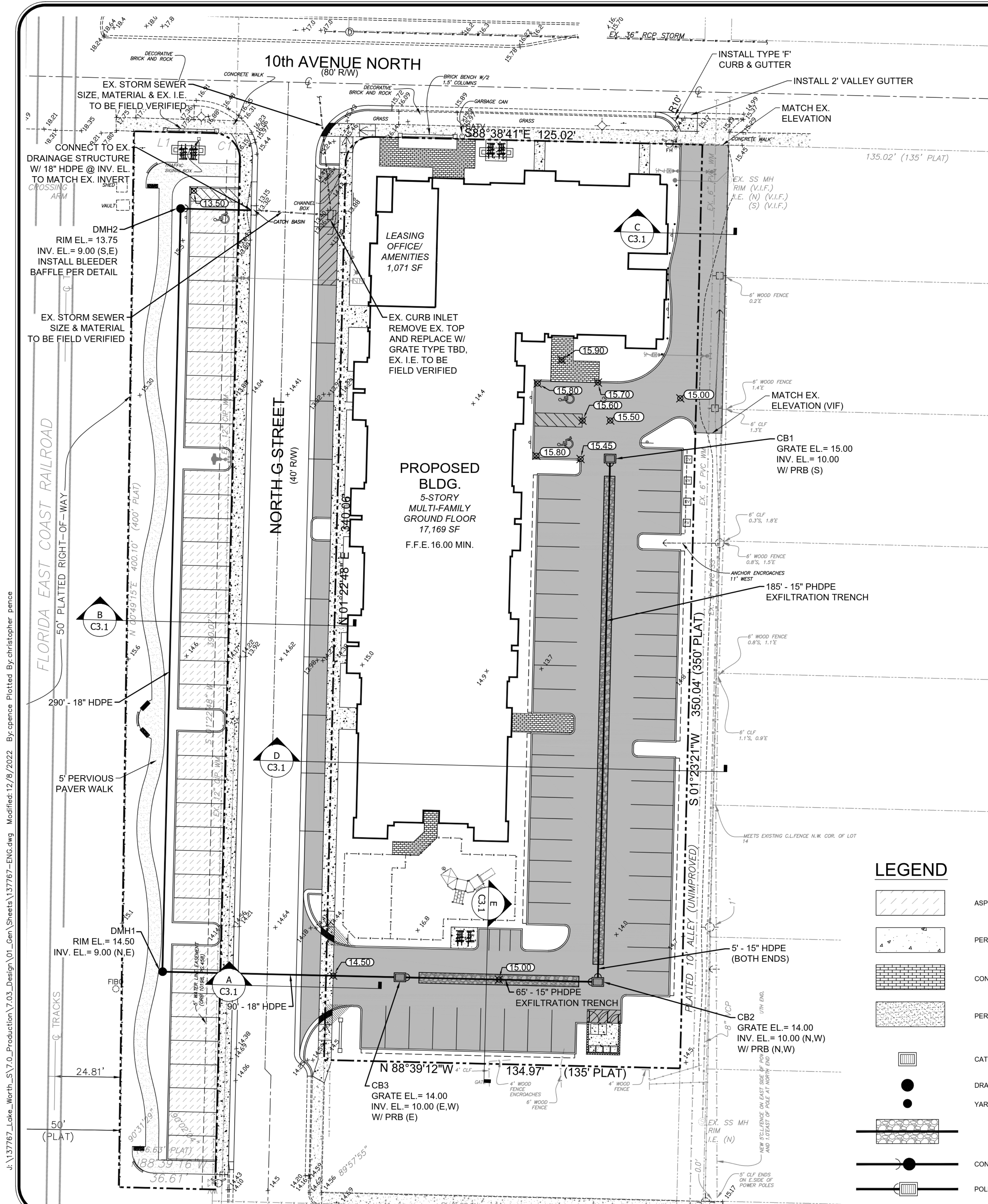
NOT FOR CONSTRUCTION

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SEAL OF PROFESSIONAL ENGINEER, FLORIDA P.E. 50038 FOR THE FIRM.

DRAWN: CMP	SCALE: 1" = 20'
DESIGNED: PFR	PROJECT: 137767
CHECKED: PFR	SHEET: C2.0
DATE: 12/07/2022	

ENGINEER'S CERT. OF AUTH. #2966

J:\137767\Lake_Worth_S17.0_Production\7.03_Design\01_Gen_Sheets\137767-ECP.dwg Modified: 12/8/2022 By: cpenca Plotted By: christopher_pence



PAVING AND DRAINAGE SPECIFICATIONS

- ELEVATIONS SHOWN HEREON ARE BASED ON THE 1988 NATIONAL AMERICAN VERTICAL DATUM.
- ALL MUCK/ORGANIC MATERIALS ARE TO BE REMOVED PER PALM BEACH COUNTY ENGINEERING DIVISION.
- PRIME COAT AND TACK COAT FOR BASE COURSES SHALL CONFORM TO THE REQUIREMENTS OF PALM BEACH COUNTY/FDOT ENGINEERING DIVISION. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD.
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS UNLESS OTHERWISE NOTED.
- ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OF POMPAÑO BEACH AND PALM BEACH COUNTY ENGINEERING DIVISION.
- CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES, THE CITY OF LAKE WORTH BEACH ENGINEERING DEPARTMENT 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ALL DAMAGES CAUSED DURING CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT HIS EXPENSE.
- SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REVISED OR UNACCEPTABLE MATERIALS INSTALLED OR ORDERED WITHOUT AN APPROVED SHOP DRAWING.
- ALL DRAINAGE PIPE IN AND PARALLEL TO THE ROADWAY SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-76. (UNLESS OTHERWISE NOTED ON THE PLANS).
- PVC PIPE SHALL BE NON-PRESSURE PIPE CONFORMING TO ASTM D-3034 SDR 35.
- RESTORE ALL SIDEWALK, PAVEMENT, CURB, SODDING, SIGNAGE, PAVEMENT MARKINGS, ETC. DAMAGED DURING CONSTRUCTION TO ITS ORIGINAL CONDITION.
- ANY EXISTING, UNUTILIZED WATER, SEWER OR GAS SERVICES MUST BE CUT AND CAPPED OR SLEEVED IN PLACE AT ITS RESPECTIVE MAIN.
- ANY CONFLICT WITH EXISTING OR PROPOSED UTILITIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- AT THE END OF EACH WORK PERIOD, ANY DROP-OFF IN THE AREA ADJACENT TO THE TRAVEL WAY SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD INDEX 600 OR SHALL BE OTHERWISE PROTECTED WITH A TEMPORARY BARRIER WALL AT THE CONTRACTOR'S EXPENSE.
- THE APPLICANT AT THE EARLIEST CONVENIENT TIME SHALL NOTIFY IN WRITING ALL RIGHT-OF-WAY USERS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
- LIMEROCK BASE SHALL BE A MINIMUM OF 8" AND COMPACTED IN 4" LIFTS TO 98% MAXIMUM DENSITY ACCORDING TO AASHTO-T180. CONSTRUCTION TO CONFORM TO SECTION 200. BASE TO BE PRIMED AFTER COMPACTION.
- STABILIZED SUBGRADE - MINIMUM 12" THICK AND COMPACTED TO 98% MAXIMUM DENSITY ACCORDING TO AASHTO-180. MATERIAL TO HAVE MINIMUM L.B.R OF 40 AND CONFORM TO SECTION 160.
- ALL CURB CUT RAMPS MUST FACE IN THE DIRECTION OF PEDESTRIAN TRAVEL.
- FLAGGERS MUST BE PRESENT DURING THE INGRESS AND EGRESS OF CONSTRUCTION VEHICLES TO AND FROM THE PROJECT SITE. WARNING SIGNS MUST BE ERECTED ADVISING MOTORISTS OF TRUCKS ENTERING THE HIGHWAY.
- BASE AND SUB-GRADE DENSITY TESTS SHALL BE CONDUCTED FOR A MAXIMUM 7000 SQUARE FEET OF FINISHED PAVEMENT OR AS DIRECTED BY ENGINEER OR CITY.
- LABORATORY PROCTOR COMPACTION TESTS (T-180) SHALL BE PERFORMED ON ALL MATERIAL, SUB-GRADE AND BASE ANY SUBSEQUENT CHANGES IN MATERIALS. LIMEROCK BEARING RATIOS, SIEVE ANALYSIS AND DENSITIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE SUBMITTED BY THE CITY.
- ALL REPAIRS TO EXISTING PAVEMENT SHALL RECEIVE SAW-CUT EDGES PRIOR TO RELAYING ASPHALT. UTILITY PIPING OR WIRING LESS THAN FOUR (4) INCHES IN DIAMETER REQUIRES A SCHEDULE 40 PVC CASING PIPE WITH SAND BACKFILLS UNDER PAVED AREAS ONLY.
- ALL CONTROL STRUCTURES SHALL HAVE POLLUTION RETARDANT BAFFLE AT THE DISCHARGE PIPE OPENING.
- PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ALLEYWAY IMPROVEMENTS CONSISTING OF 4" ASPHALT MILLINGS, GRADED AND COMPACTED, SHALL BE CONSTRUCTED FROM 9TH AVENUE NORTH TO 10TH AVENUE NORTH.

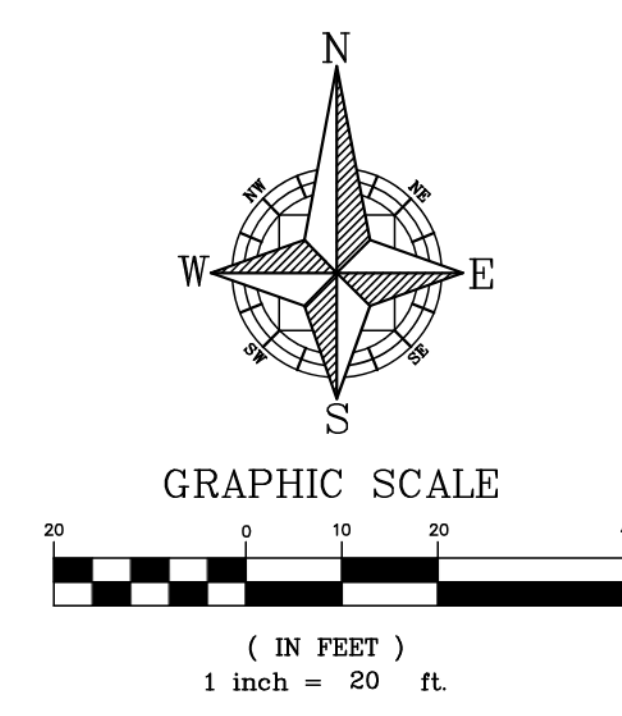
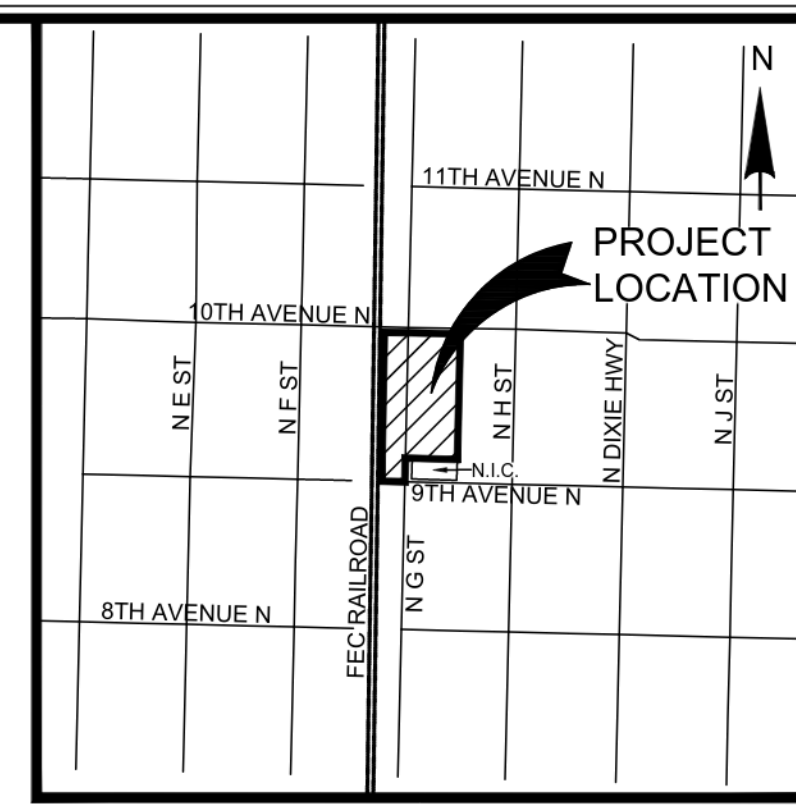
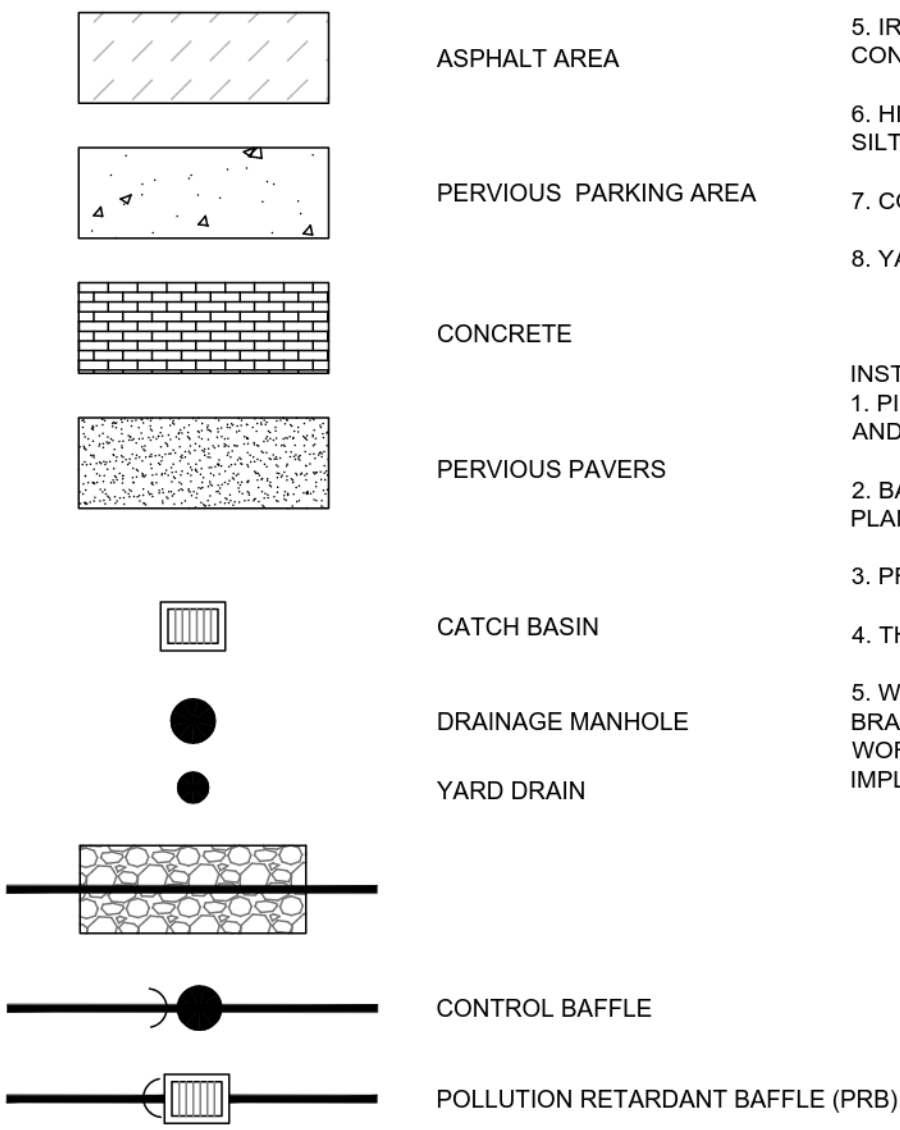
DRAINAGE NOTES

- GENERAL:
- DISTANCES AND LENGTHS SHOWN ON PLANS AND PROFILE DRAWINGS ARE REFERENCED TO THE CENTER OF STRUCTURES.
 - IN THE EVENT OF CONFLICT OR OMISSION BETWEEN THE PLANS AND THESE CODES/GUIDELINES, CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE STRICTEST PROVISIONS OF THE CODES/GUIDELINES.

- MATERIALS:
- REINFORCED CONCRETE PIPE (R.C.P.) SHALL MEET THE REQUIREMENTS OF ASTM C-76, LATEST REVISION, AND CLASS III. RUBBER GASKETS OR OTHER MANUFACTURER SUPPLIED JOINT SEALER SHALL BE USED.
 - ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE. THE MINIMUM WALL AND SLAB THICKNESS SHALL BE 8 INCHES AND THE MINIMUM REINFORCING SHALL BE NO. 4 BARS AT 12 INCHES EACH WAY UNLESS OTHERWISE INDICATED. CONCRETE SHALL BE MINIMUM OF f_c=4000 PSI AT 28 DAYS. STRUCTURES SHALL MEET THE REQUIREMENTS OF ASTM C-478.
 - ALL P.V.C. STORM SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 35, WITH PUSH-ON RUBBER GASKET JOINTS.
 - DUCTILE IRON PIPE (D.I.P.) SHALL BE CEMENT LINED INSIDE AND SHALL HAVE A COAL TAR EPOXY COATING, MANUFACTURED IN ACCORDANCE WITH ANSIAWWA C151/A21.51-86 OR LATEST REVISION.
 - IRON CASTINGS SHALL CONFORM TO ASTM A-48 AND IN GENERAL SHALL BE CLASS 30. FRAMES AND GRATES MAY BE CLASS 20. ALL MANHOLE COVERS SHALL BE PROVIDED WITH CONCEALED PICK HOLES, AND SHALL BE LABELED "STORM SEWER".
 - HIGH DENSITY POLYETHYLENE PIPE (HDPE) AND FITTINGS, SHALL BE HANCO SURELOK F477 (O.A.E.), AND SHALL MEET THE REQUIREMENTS OF AASHTO M294 TYPE S. JOINTS SHALL BE SILT TIGHT & LEAK RESISTANT.
 - CORRUGATED ALUMINUM PIPE SHALL MEET THE STANDARDS OF SECTION 945 OF FOOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 - YARD DRAIN SHALL BE NYLOPLAST DRAIN BASINS OR APPROVED EQUAL.

- INSTALLATION:
- PIPE SHALL BE PLACED ON A MINIMUM OF 8" STABLE GRANULAR MATERIAL FREE OF ROCK FORMATION AND OTHER FOREIGN FORMATIONS, AND CONSTRUCTED TO A UNIFORM GRADE AND LINE.
 - BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL, WELL TAMPED IN LAYERS NOT TO EXCEED 6 INCHES TO A HEIGHT OF 12 INCHES ABOVE PIPE AS SHOWN ON THE PLANS AND IN 12" LAYERS THEREAFTER. BACKFILL SHALL BE COMPACTED TO MINIMUM OF 98% OF THE MAXIMUM DENSITY (AASHTO T-180), ON EACH 12" LIFT
 - PROVIDE A MINIMUM PROTECTIVE COVER OF 18 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
 - THE CONTRACTOR SHALL NOTIFY THE APPLICABLE REGULATORY AUTHORITIES AT LEAST 24 HOURS PRIOR TO THE START OF THE CONSTRUCTION AND PRIOR TO INSPECTION.
 - WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, TO BRACE THE SIDES OF A TRENCH, THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING OR BRACING AS MAY BE NECESSARY TO SUPPORT THE SIDES OF THE EXCAVATION TO ENSURE PERSONNEL SAFETY, AND TO PREVENT MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SEQUENCE, METHODS AND MEANS OF CONSTRUCTION, AND FOR THE IMPLEMENTATION OF ALL OSHA AND OTHER SAFETY REQUIREMENTS.

LEGEND



Revision / Submission	No.	Date	Comment
	1	08/15/2022	REVISED PER SPT #1

IBI GROUP
 7000 North Federal Highway, 2nd Floor
 Boca Raton, FL 33487 USA
 tel +1 561 393 6555
 ibigroup.com



LAKE WORTH STATION
 LAKE WORTH BEACH, FLORIDA
 PAVING, GRADING AND DRAINAGE PLAN

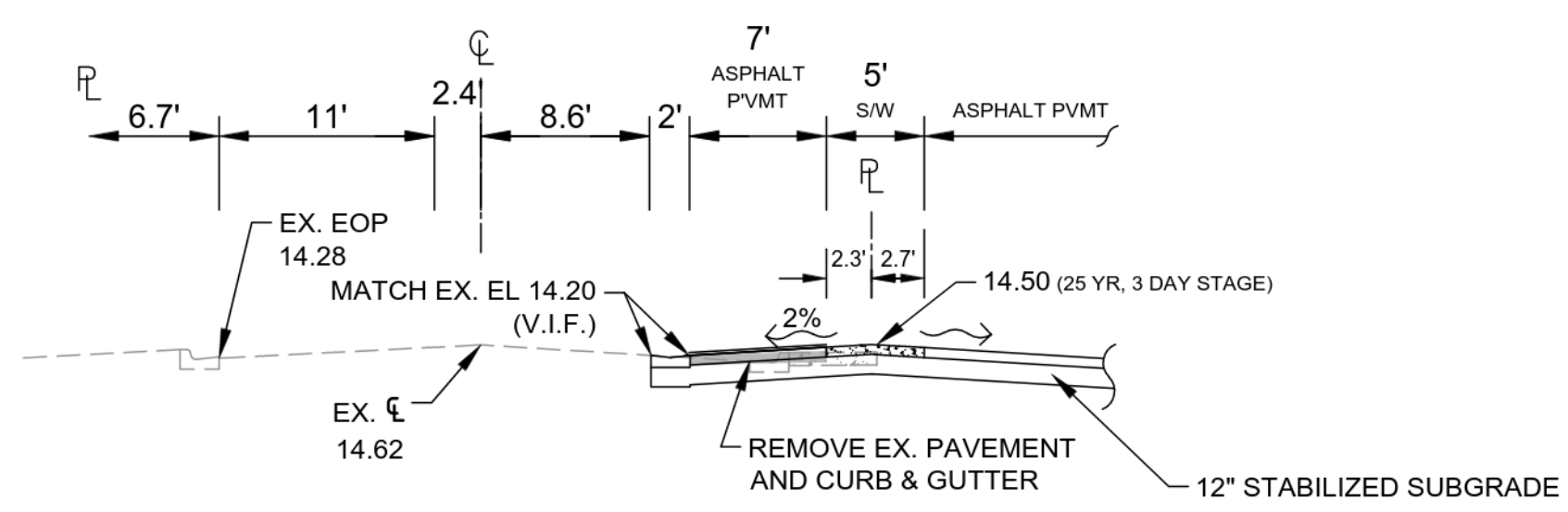
NOT FOR CONSTRUCTION

DRAWN: CMP	SCALE: 1" = 20'
DESIGNED: CMP	PROJECT: 137767
CHECKED: PFR	SHEET: C3.0
DATE: 12/07/2022	

48 HOURS BEFORE DIGGING
 CALL TOLL FREE
 811 or 1-800-432-4770
 SUNSHINE STATE ONE CALL CENTER

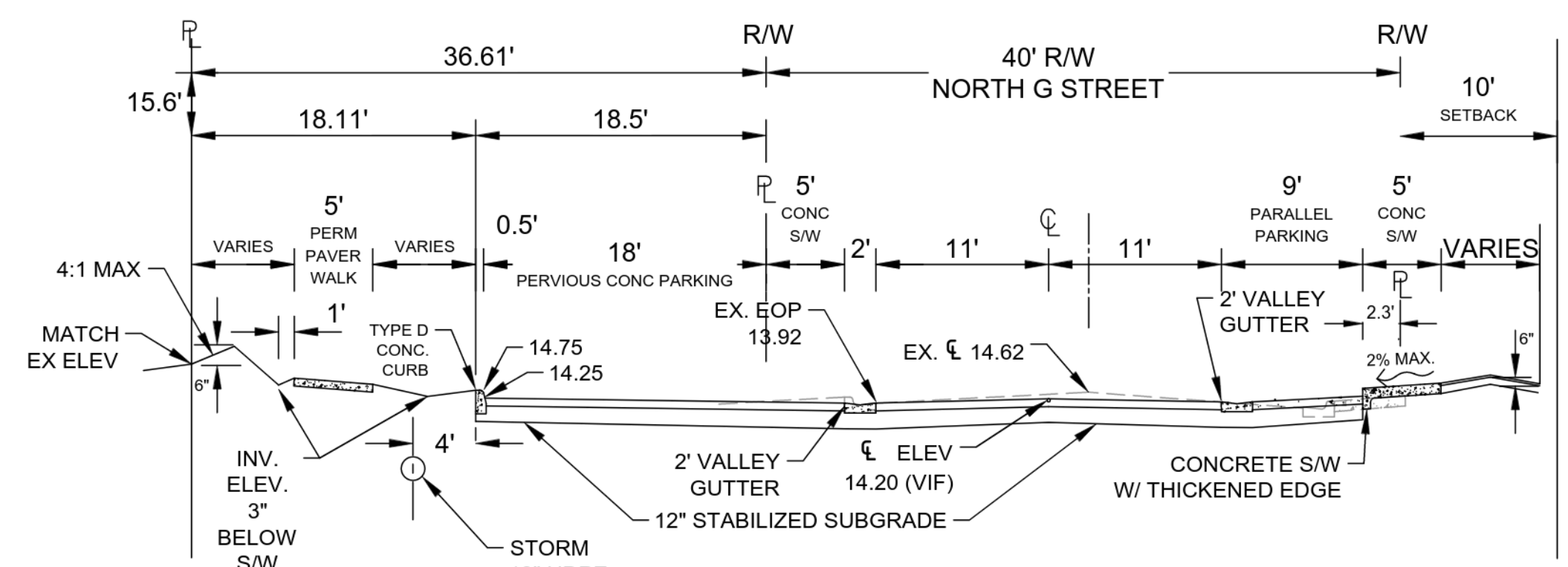
DISCLAIMER
 This drawing, as an instrument of service, is the property of the Engineer and may not be reproduced without their permission and unless the reproduction carries their name. All design and other information shown on this drawing are for the use on the specified project only and shall not be used otherwise without written permission of the Engineer. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and the Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the Engineer for approval before proceeding with fabrication.

J:\137767\Lake_Worth_S17.0_Production\7.03_Design\01_Gen_Sheets\137767-ENG.dwg Modified: 12/8/2022. By: spence Plotted By: christopher_pence

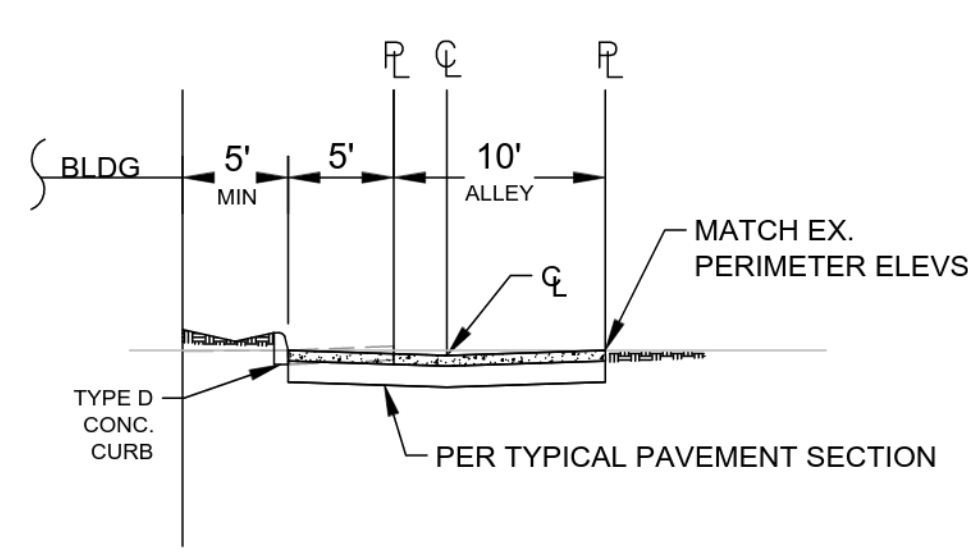


A TYPICAL SECTION
WEST SECTION

NOTE: CONCRETE SIDEWALK AND DRIVE WILL BE 6" THICK IN VEHICULAR ACCESS DRIVE.

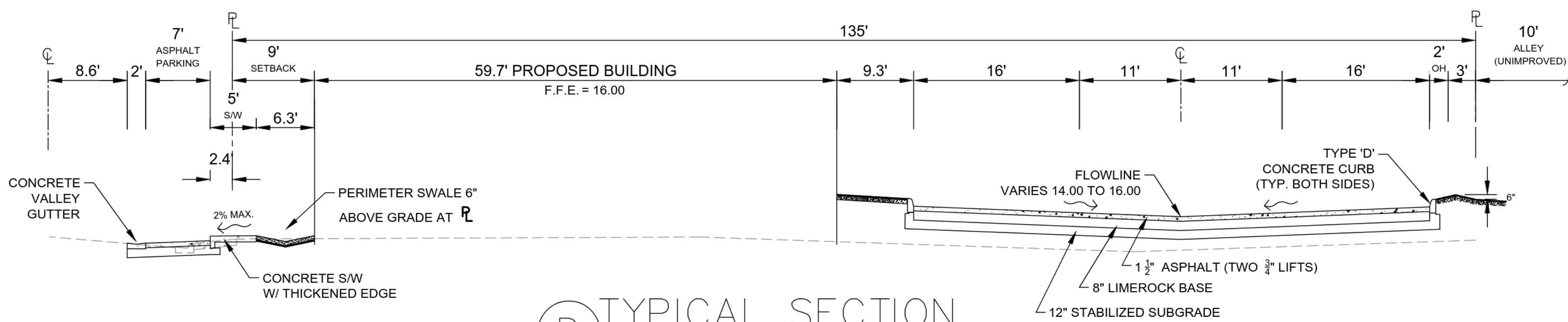


B TYPICAL SECTION
WEST SECTION

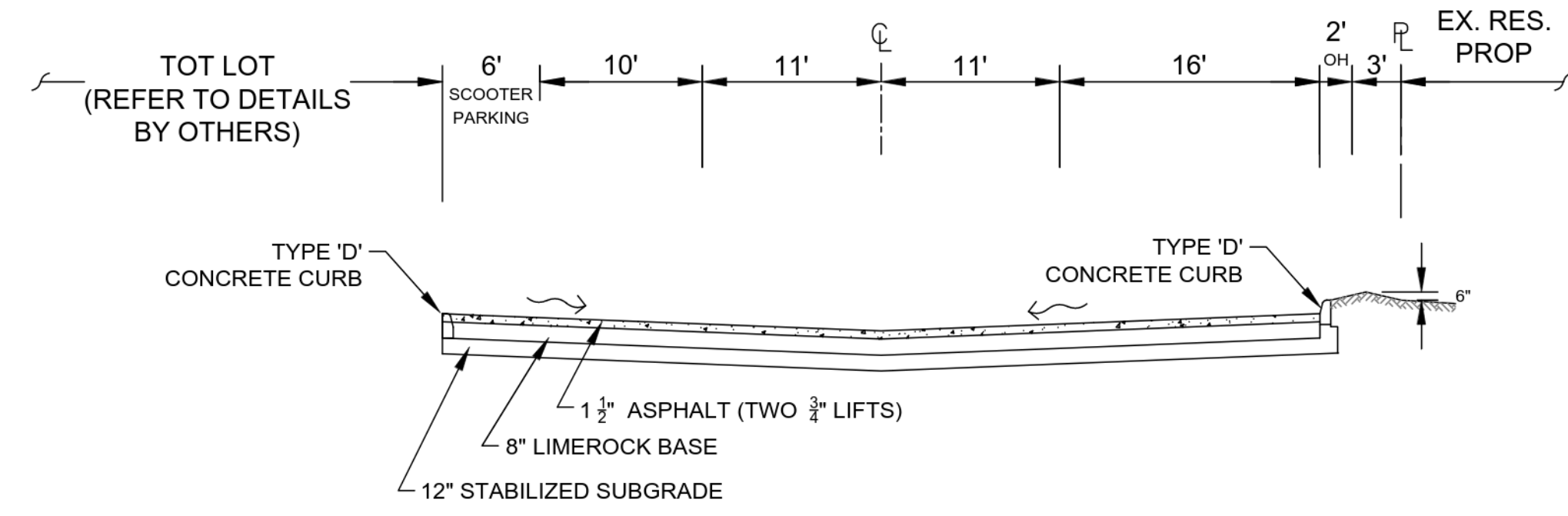


C TYPICAL SECTION
EAST SECTION

NOTE: CONCRETE SIDEWALK AND DRIVE WILL BE 6" THICK IN VEHICULAR ACCESS DRIVE.

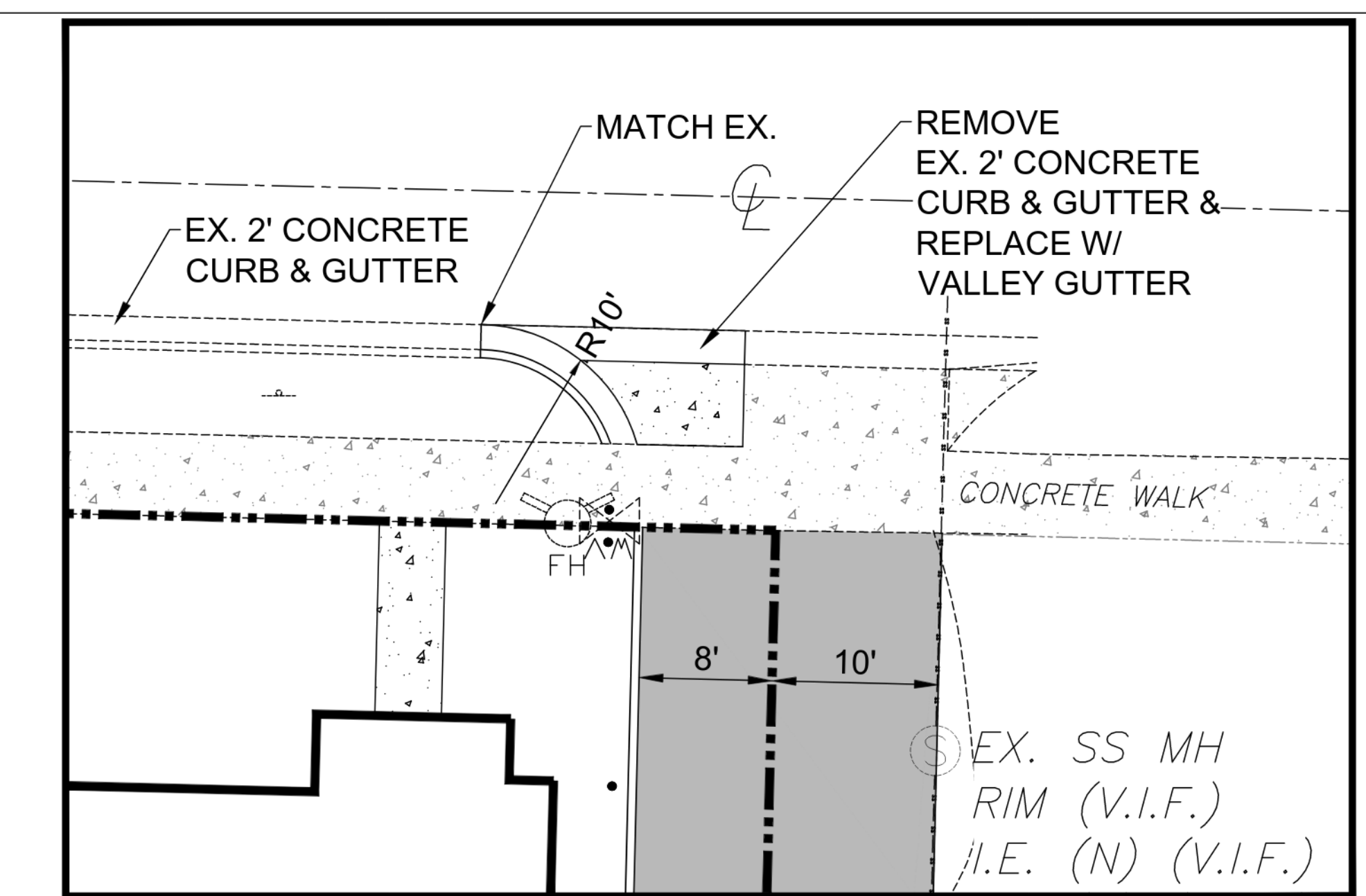
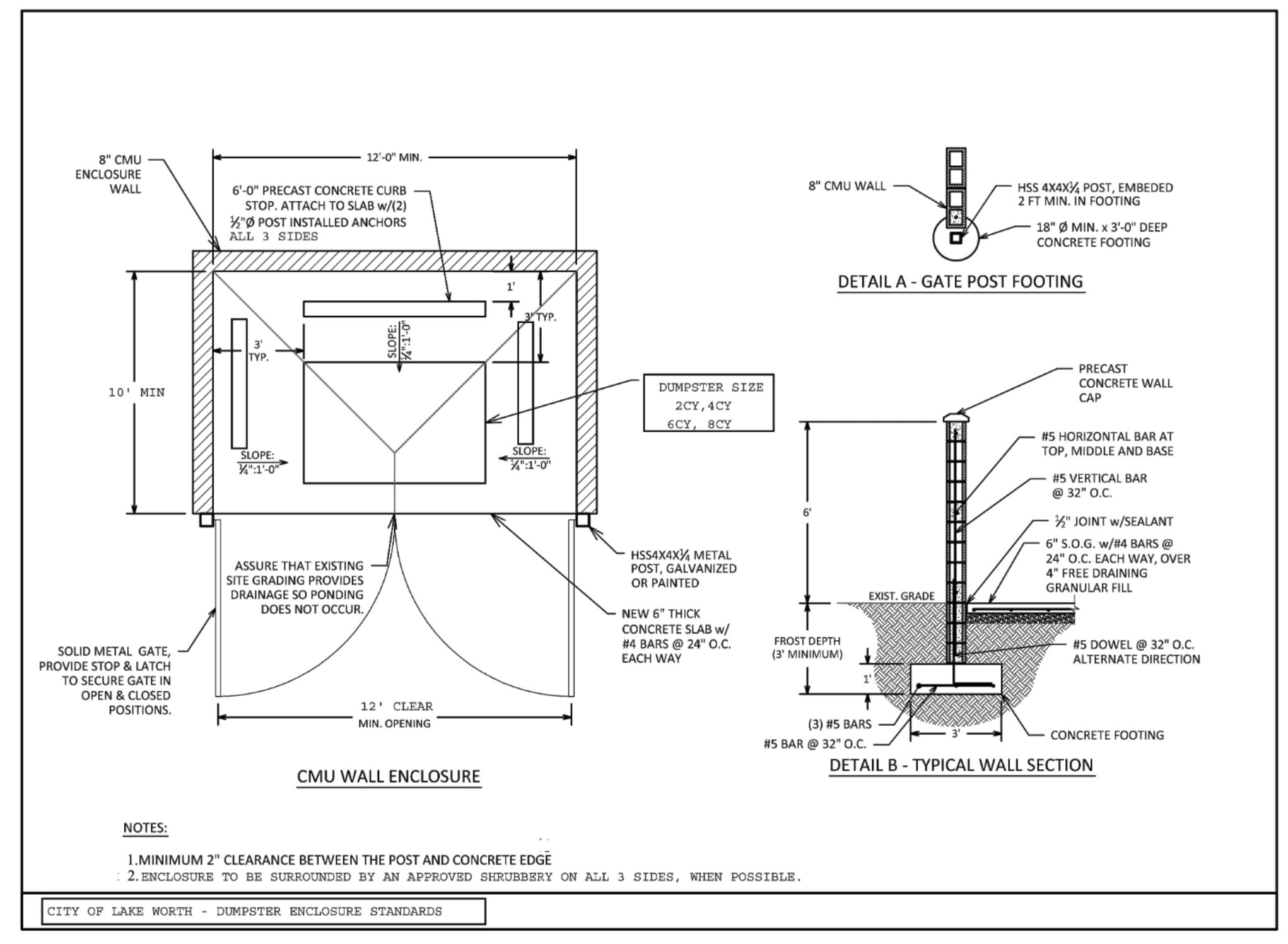


D TYPICAL SECTION
EAST-WEST CROSS-SECTION

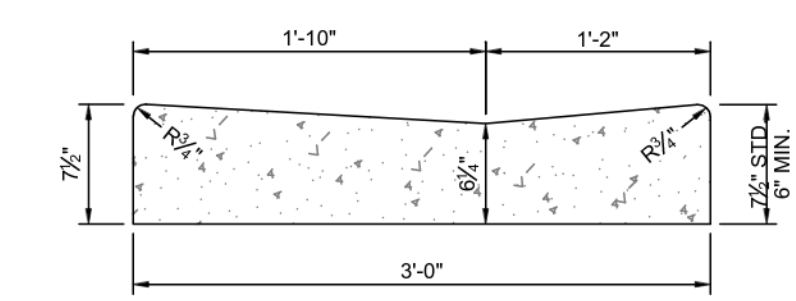


E TYPICAL SECTION
SOUTH SECTION

CMU DUMPSTER ENCLOSURE



10TH AVENUE N. ENTRANCE DETAIL



- NOTES:
- FOR USE ADJACENT TO CONCRETE OR FLEXIBLE PAVEMENT. EXPANSION JOINT, PREFORMED JOINT FILLER AND JOINT SEAL ARE REQUIRED BETWEEN CURBS AND CONCRETE PAVEMENT ONLY.
 - REFERENCE FDOT INDEX 300 FOR ADDITIONAL INFORMATION.
 - ALL CONCRETE SHALL BE A MINIMUM 3,500 PSI AT 28 DAYS.

VALLEY GUTTER DETAIL
N.T.S.

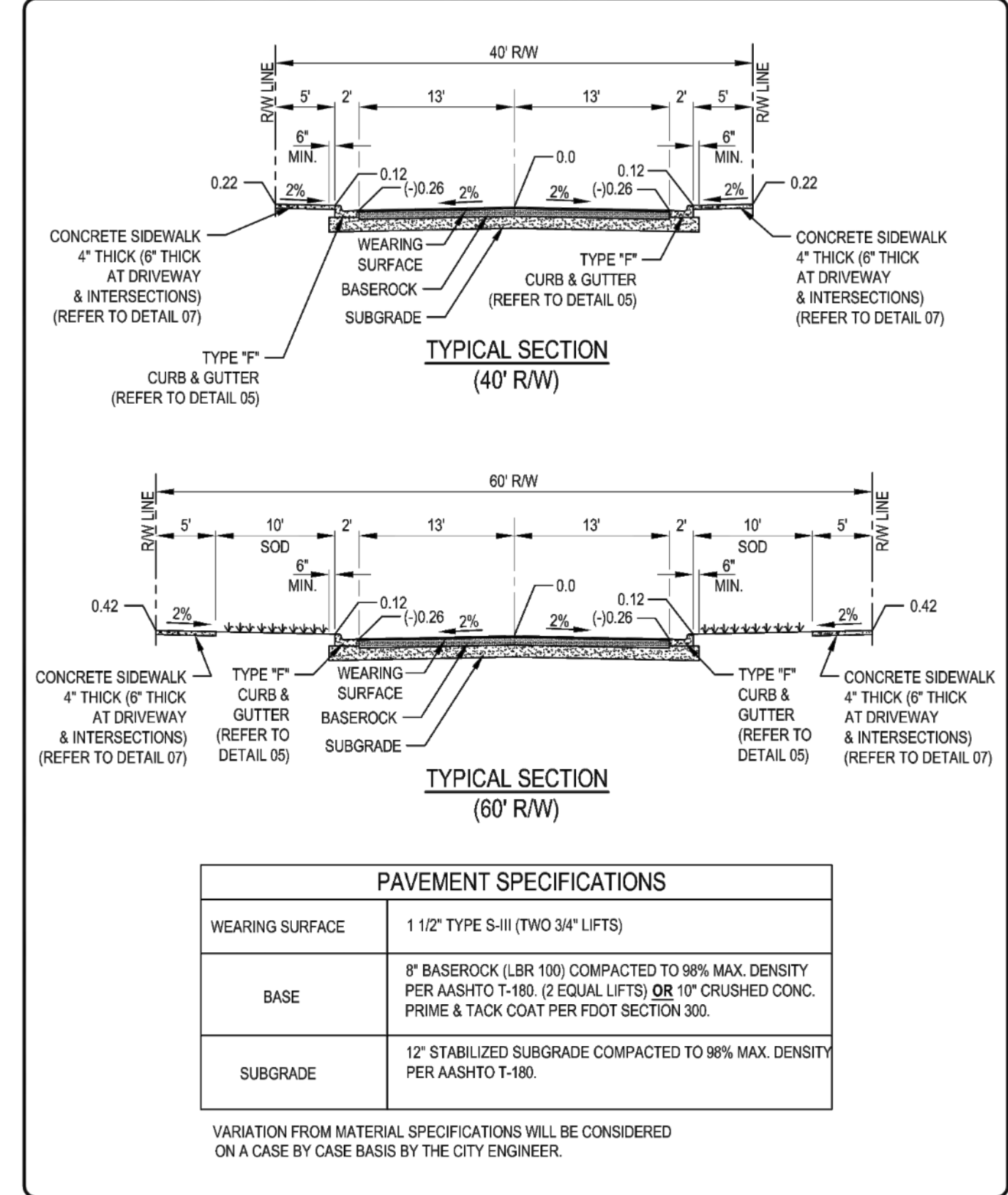
J:\137767_Lake_Worth_S\7.0_Production\7.03_Design\01_Gen_Sheets\137767-ENG.dwg Modified: 12/18/2022 By: spence Plotted By: christopher_pence

Revision / Submission	No.	Date	Comment
<p>IBI GROUP 7000 North Federal Highway, 2nd Floor Boca Raton, FL 33487 USA tel +1 561 393 6555 ibigroup.com</p>			
<p>LAKE WORTH STATION LAKE WORTH BEACH, FLORIDA</p>			
<p>TYPICAL SECTIONS AND DETAILS</p>			
<p>NOT FOR CONSTRUCTION</p>			
DRAWN: CMP	SCALE: N.T.S.	DESIGNED: CMP	PROJECT: 137767
CHECKED: PFR	SHEET: C3.1	DATE: 12/07/2022	

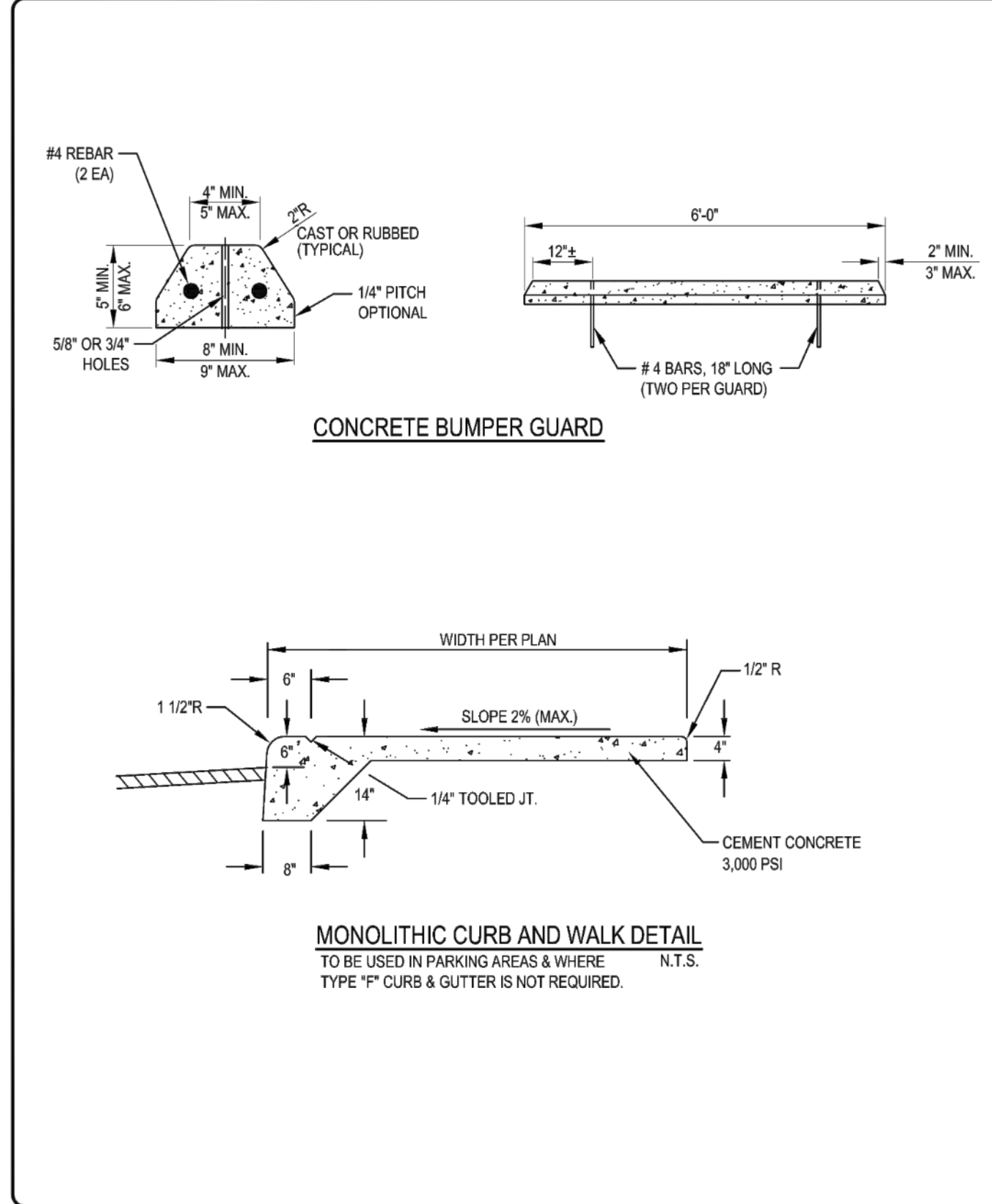
GENERAL NOTES

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

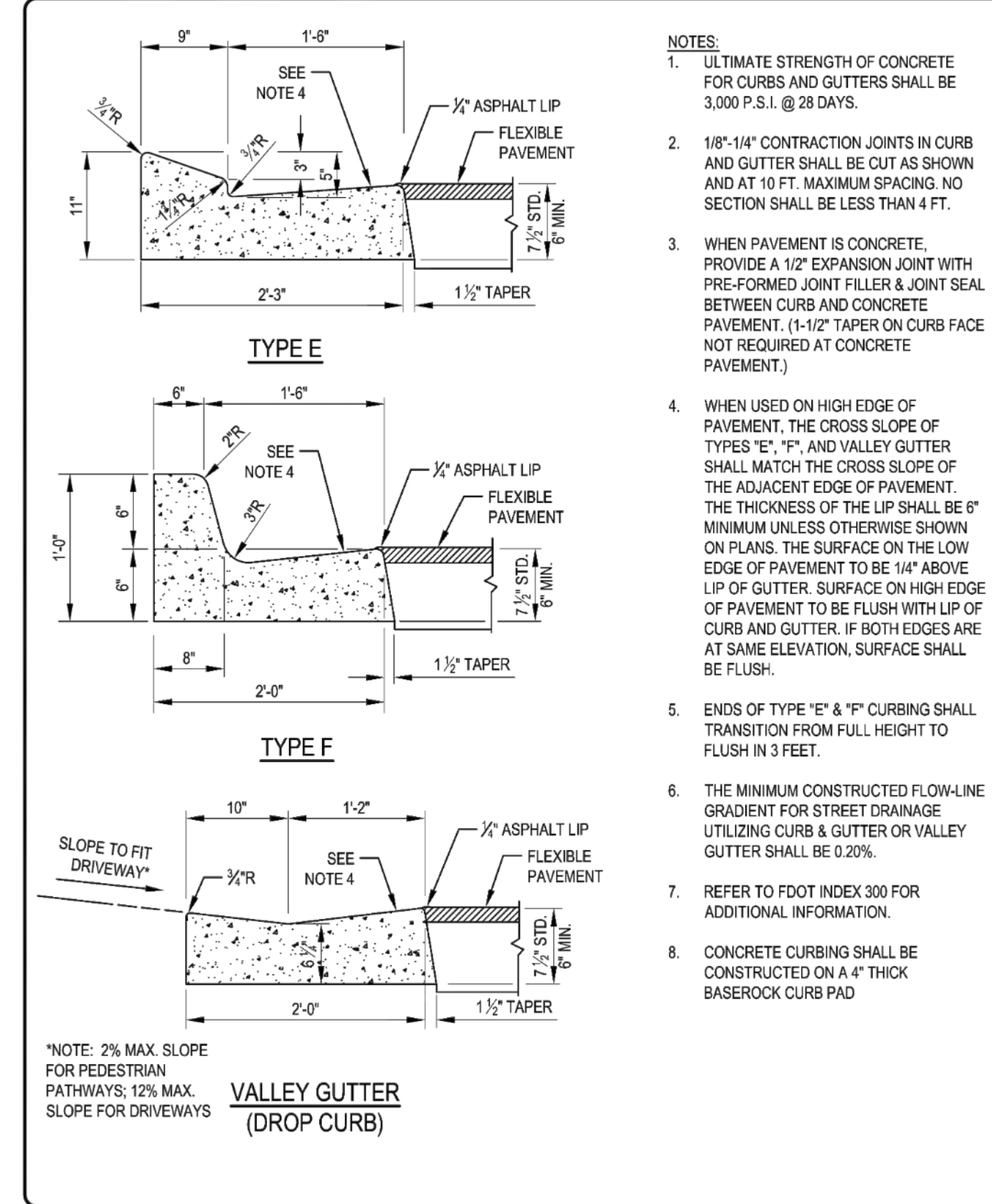
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 GENERAL NOTES
 01



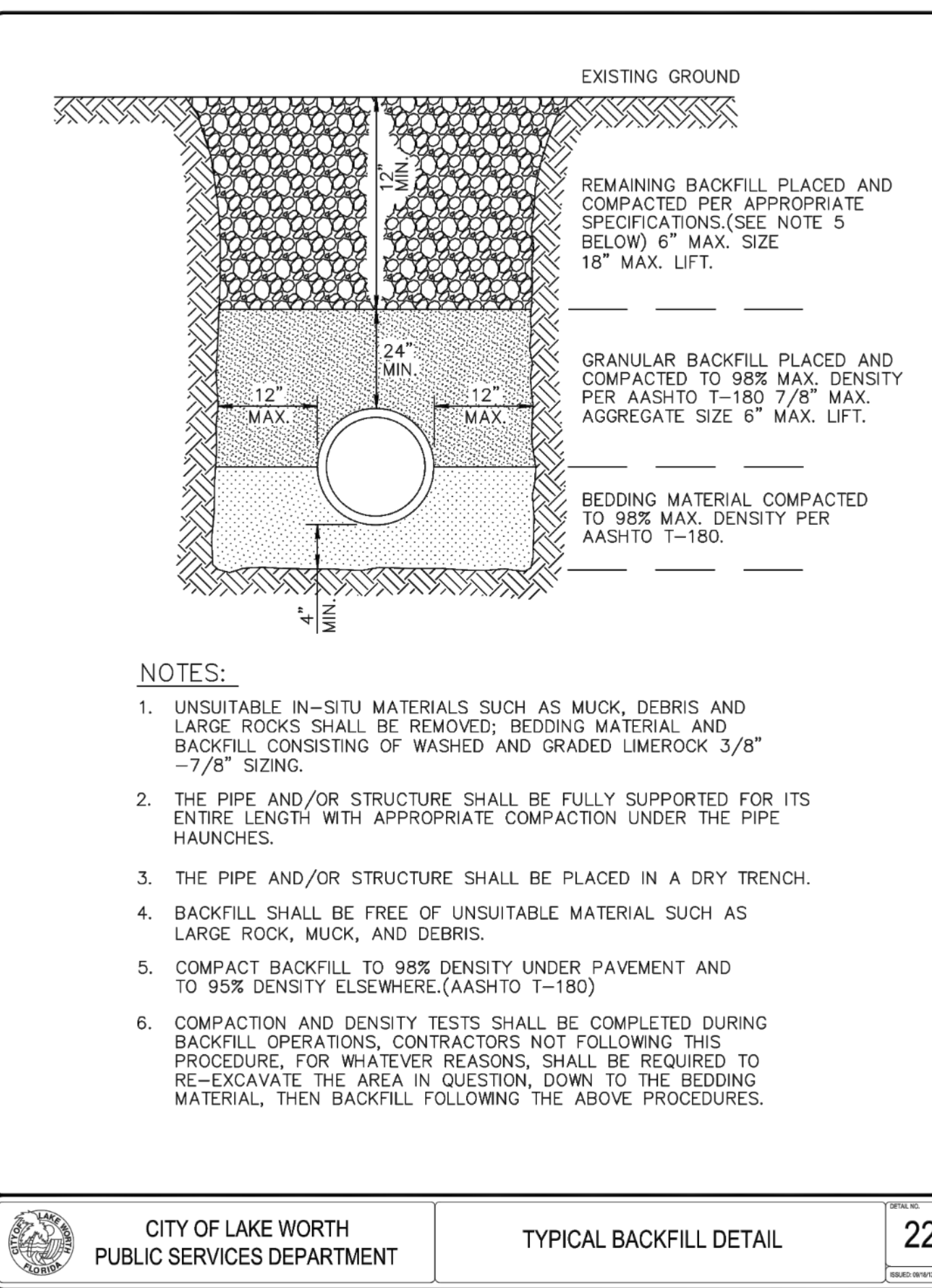
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 TYPICAL RIGHT-OF-WAY SECTIONS
 02



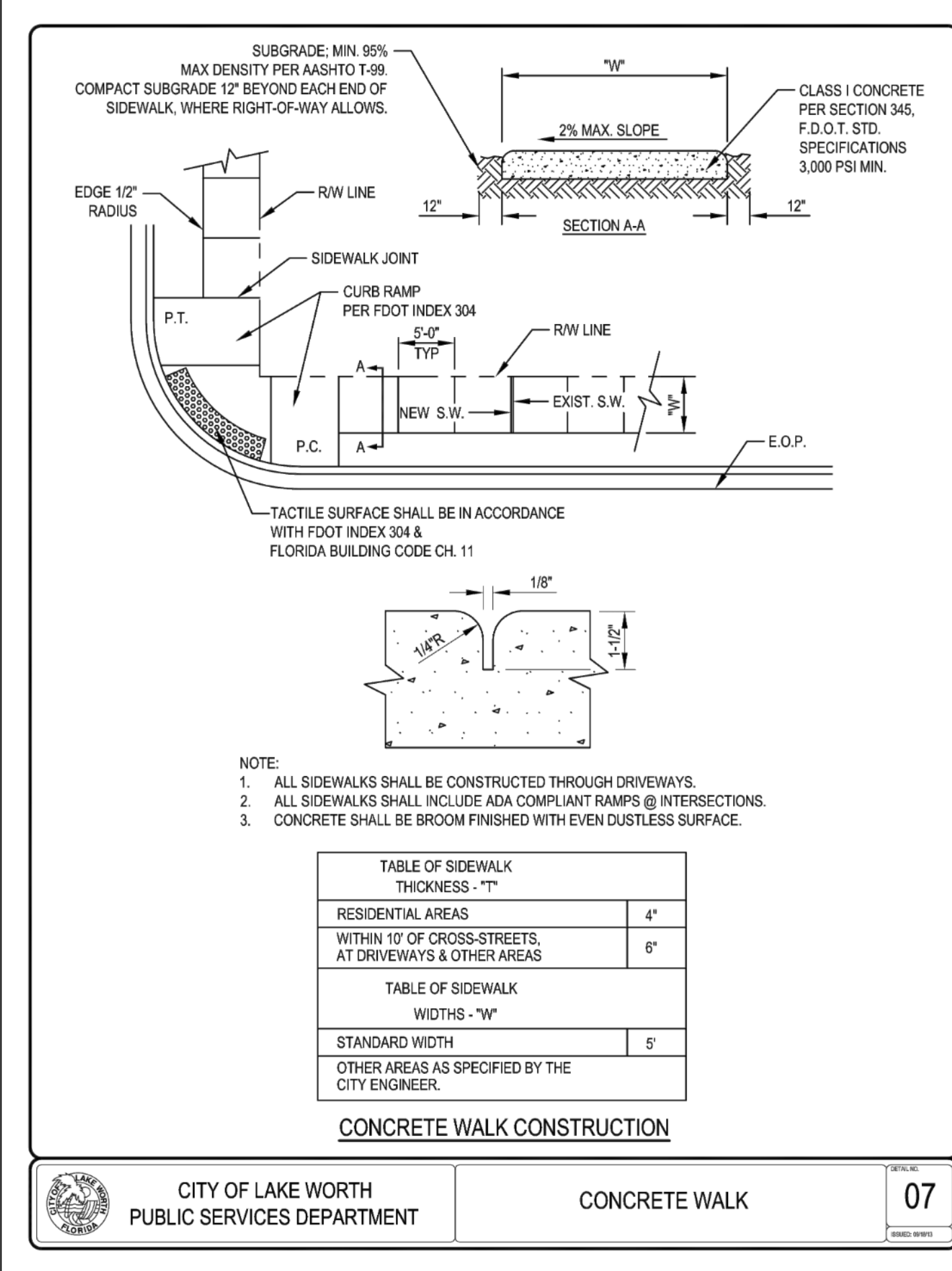
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 CONCRETE BUMPER GUARD AND MONOLITHIC CURB AND WALK
 08



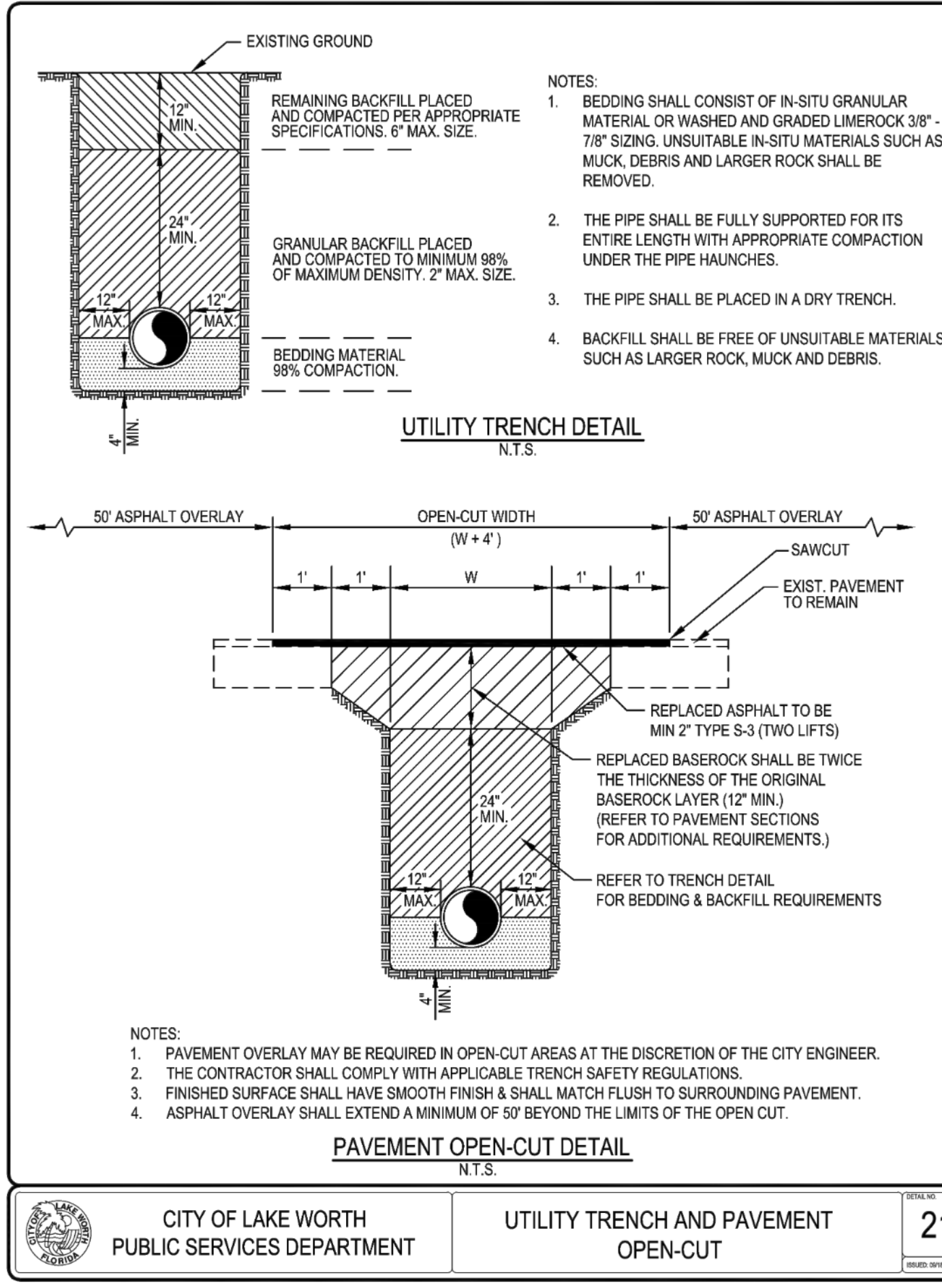
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 CONCRETE CURB AND GUTTER
 05



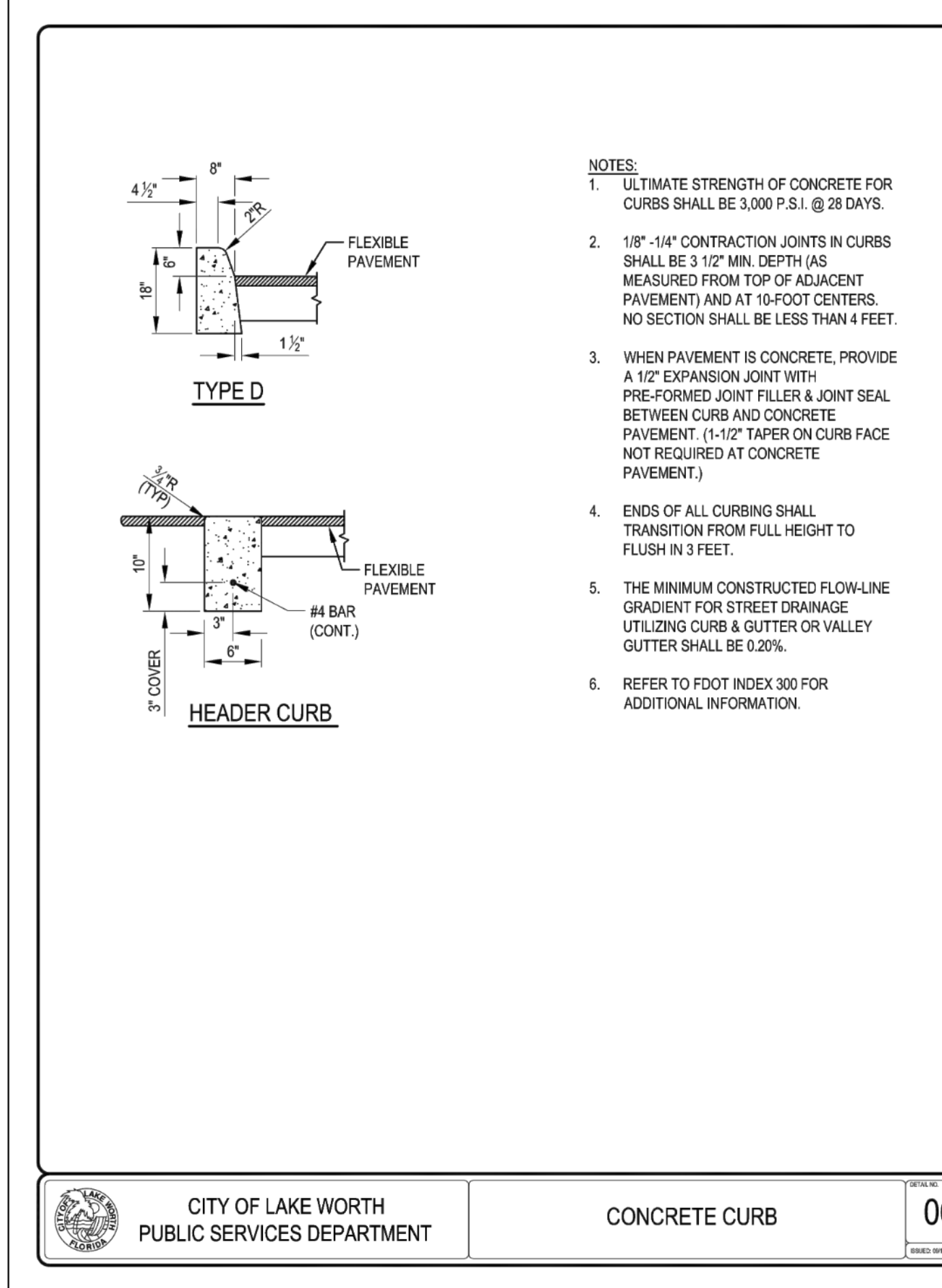
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 TYPICAL BACKFILL DETAIL
 22



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 CONCRETE WALK
 07



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 UTILITY TRENCH AND PAVEMENT OPEN-CUT
 21



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 CONCRETE CURB
 06

IBI GROUP
 7000 North Federal Highway, 2nd Floor
 Boca Raton, FL 33487 USA
 tel +1 561 393 6555
 ibigroup.com

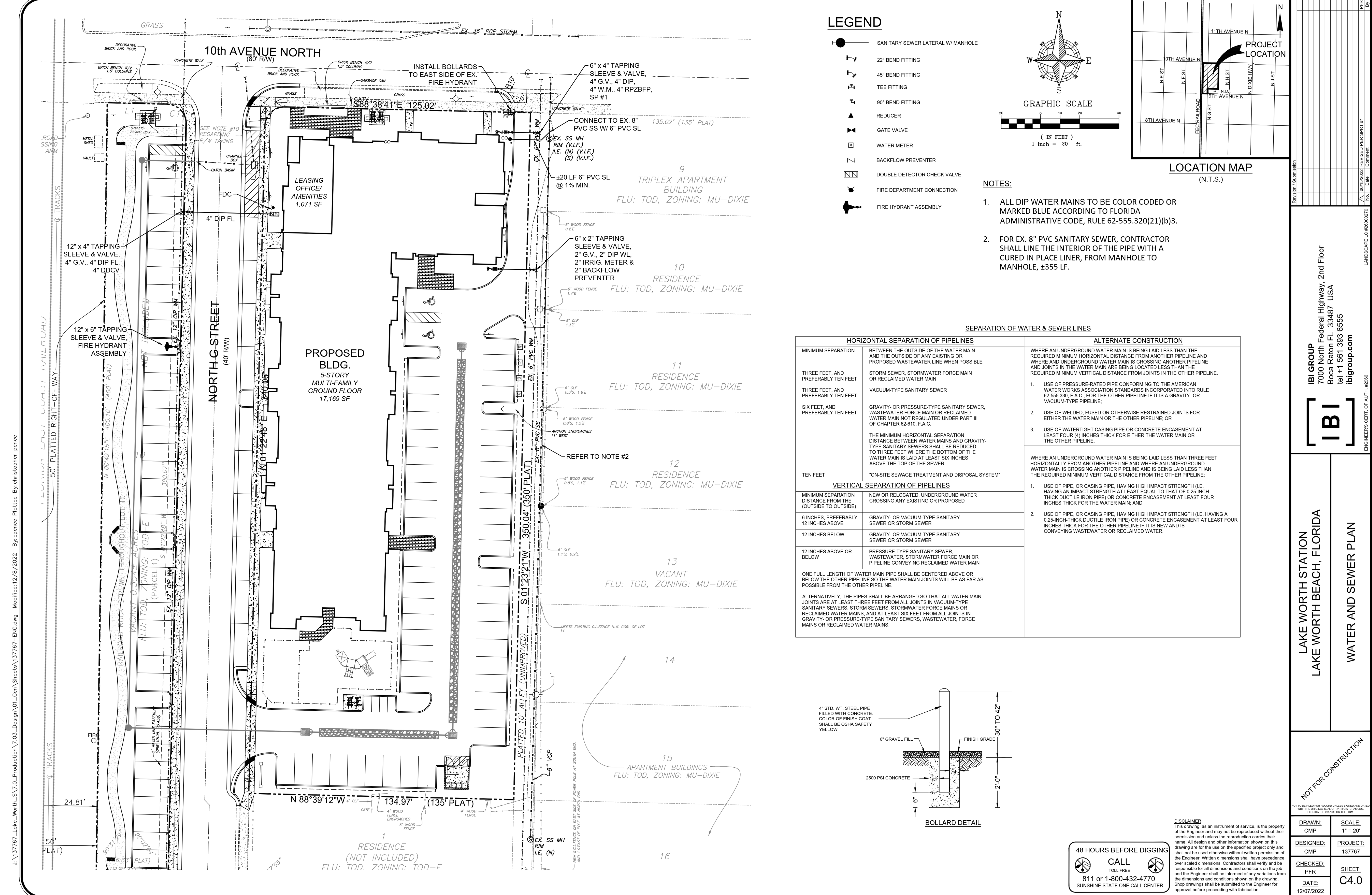
LAKE WORTH STATION
 LAKE WORTH BEACH, FLORIDA

PAVING, GRADING AND DRAINAGE DETAILS

NOT FOR CONSTRUCTION

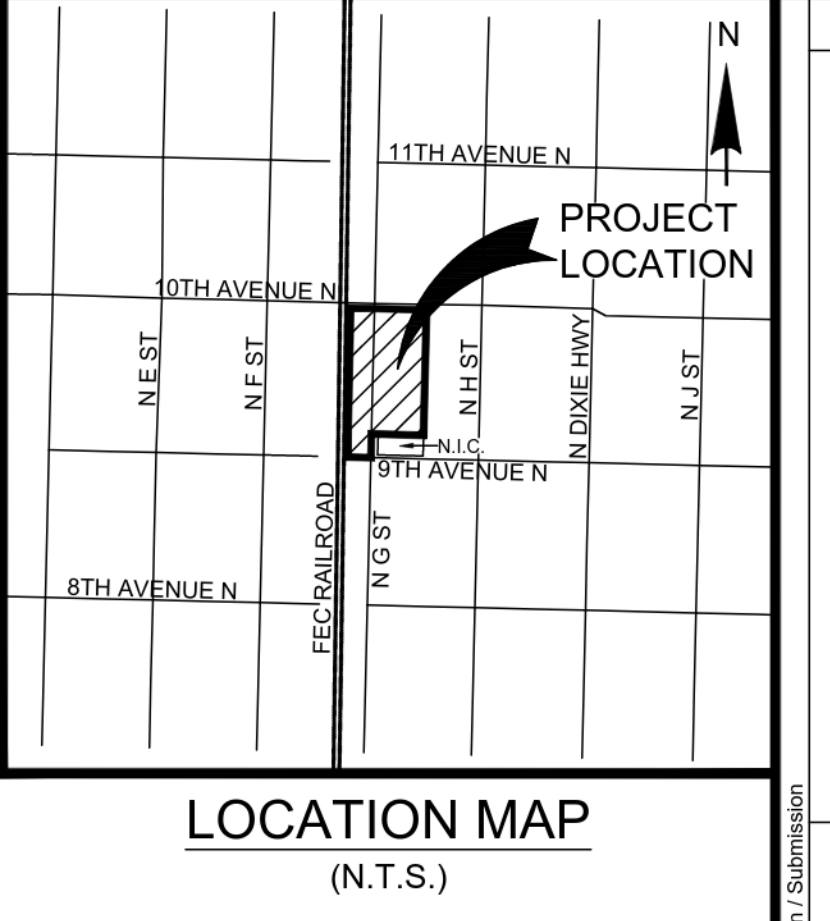
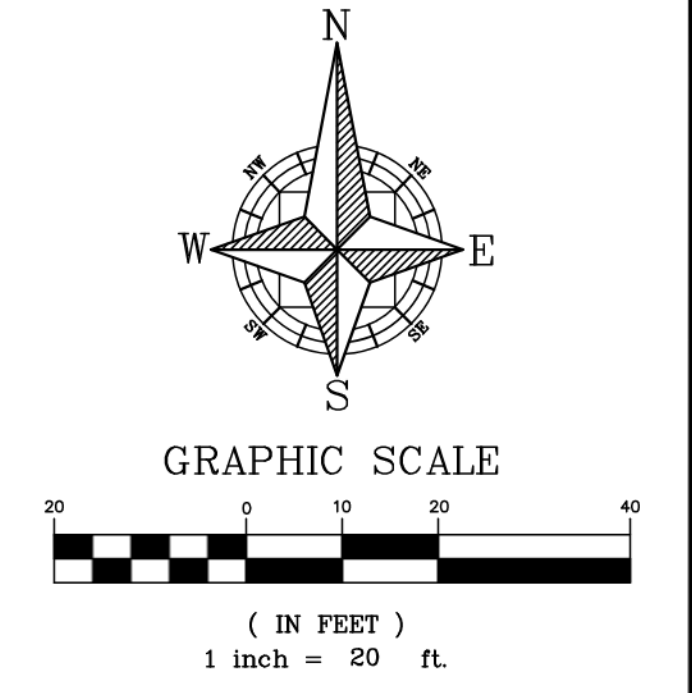
DRAWN: CMP	SCALE: N.T.S.
DESIGNED: CMP	PROJECT: 137767
CHECKED: PFR	SHEET: C3.3
DATE: 12/07/2022	

J:\137767_Lake_Worth_S\7.0_Production\7.03_Design\01_Gen_Sheets\137767-ENG.dwg Modified: 12/18/2022 By: pence Plotted By: christopher_pence



LEGEND

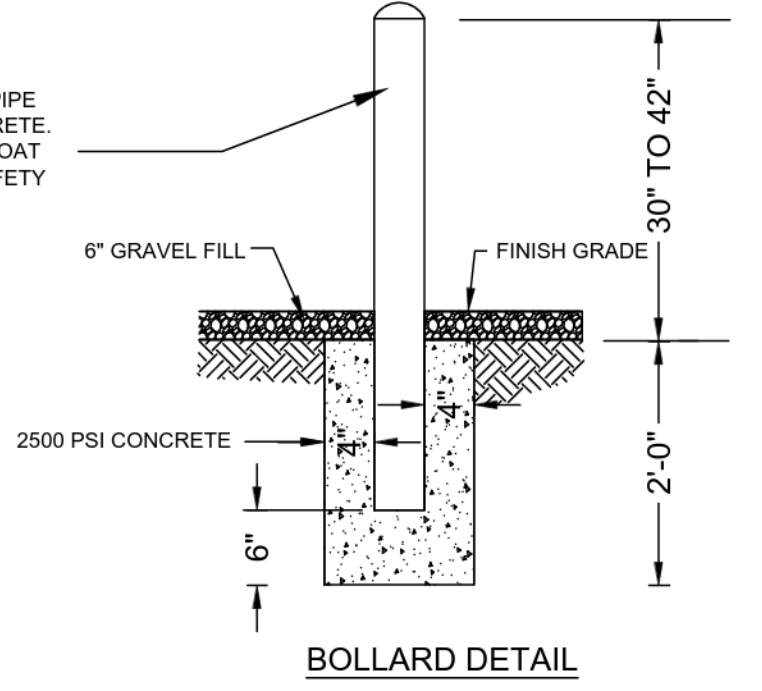
(Symbol)	SANITARY SEWER LATERAL W/ MANHOLE
(Symbol)	22° BEND FITTING
(Symbol)	45° BEND FITTING
(Symbol)	TEE FITTING
(Symbol)	90° BEND FITTING
(Symbol)	REDUCER
(Symbol)	GATE VALVE
(Symbol)	WATER METER
(Symbol)	BACKFLOW PREVENTER
(Symbol)	DOUBLE DETECTOR CHECK VALVE
(Symbol)	FIRE DEPARTMENT CONNECTION
(Symbol)	FIRE HYDRANT ASSEMBLY



- NOTES:**
- ALL DIP WATER MAINS TO BE COLOR CODED OR MARKED BLUE ACCORDING TO FLORIDA ADMINISTRATIVE CODE, RULE 62-555.320(21)(b)3.
 - FOR EX. 8" PVC SANITARY SEWER, CONTRACTOR SHALL LINE THE INTERIOR OF THE PIPE WITH A CURED IN PLACE LINER, FROM MANHOLE TO MANHOLE, ±355 LF.

SEPARATION OF WATER & SEWER LINES

HORIZONTAL SEPARATION OF PIPELINES		ALTERNATE CONSTRUCTION
MINIMUM SEPARATION	BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED WASTEWATER LINE WHEN POSSIBLE	WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND JOINTS IN THE WATER MAIN ARE BEING LOCATED LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM JOINTS IN THE OTHER PIPELINE.
THREE FEET, AND PREFERABLY TEN FEET	STORM SEWER, STORMWATER FORCE MAIN OR RECLAIMED WATER MAIN	1. USE OF PRESSURE-RATED PIPE CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION STANDARDS INCORPORATED INTO RULE 62-555.330, F.A.C. FOR THE OTHER PIPELINE IF IT IS A GRAVITY-OR VACUUM-TYPE PIPELINE; 2. USE OF WELDED, FUSED OR OTHERWISE RESTRAINED JOINTS FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE; OR 3. USE OF WATERTIGHT CASING PIPE OR CONCRETE ENCASEMENT AT LEAST FOUR (4) INCHES THICK FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE.
THREE FEET, AND PREFERABLY TEN FEET	VACUUM-TYPE SANITARY SEWER	
SIX FEET, AND PREFERABLY TEN FEET	GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN OR RECLAIMED WATER MAIN NOT REGULATED UNDER PART III OF CHAPTER 62-410, F.A.C.	WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THREE FEET HORIZONTALLY FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND IS BEING LAID LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM THE OTHER PIPELINE: 1. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E. HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE WATER MAIN; AND 2. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E. HAVING A 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE OTHER PIPELINE IF IT IS NEW AND IS CONVEYING WASTEWATER OR RECLAIMED WATER.
SIX FEET, AND PREFERABLY TEN FEET	THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER	
TEN FEET	"ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM"	
VERTICAL SEPARATION OF PIPELINES		
MINIMUM SEPARATION DISTANCE FROM THE (OUTSIDE TO OUTSIDE)	NEW OR RELOCATED, UNDERGROUND WATER CROSSING ANY EXISTING OR PROPOSED	
6 INCHES, PREFERABLY 12 INCHES ABOVE	GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER	
12 INCHES BELOW	GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER	
12 INCHES ABOVE OR BELOW	PRESSURE-TYPE SANITARY SEWER, WASTEWATER, STORMWATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER MAIN	
ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE.		
ALTERNATIVELY, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS OR RECLAIMED WATER MAINS, AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER, FORCE MAINS OR RECLAIMED WATER MAINS.		



DISCLAIMER
 This drawing, as an instrument of service, is the property of the Engineer and may not be reproduced without their permission and unless the reproduction carries their name. All design and other information shown on this drawing are for the use on the specified project only and shall not be used otherwise without written permission of the Engineer. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and the Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the Engineer for approval before proceeding with fabrication.

48 HOURS BEFORE DIGGING

CALL TOLL FREE
 811 or 1-800-432-4770
 SUNSHINE STATE ONE CALL CENTER

IBI GROUP
 7000 North Federal Highway, 2nd Floor
 Boca Raton FL 33487 USA
 tel +1 561 393 6555
 ibigroup.com

LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA

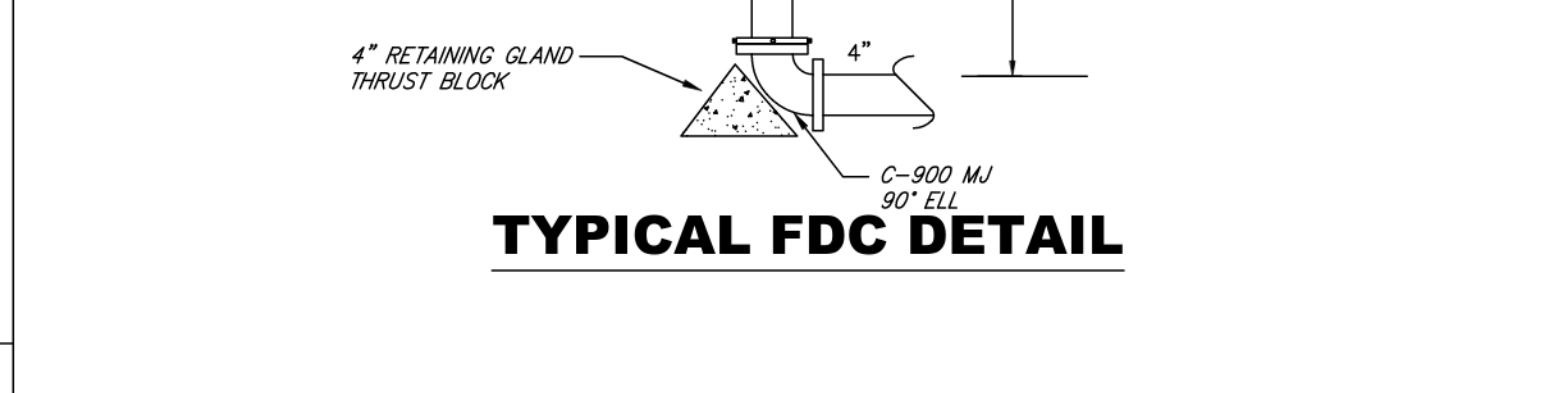
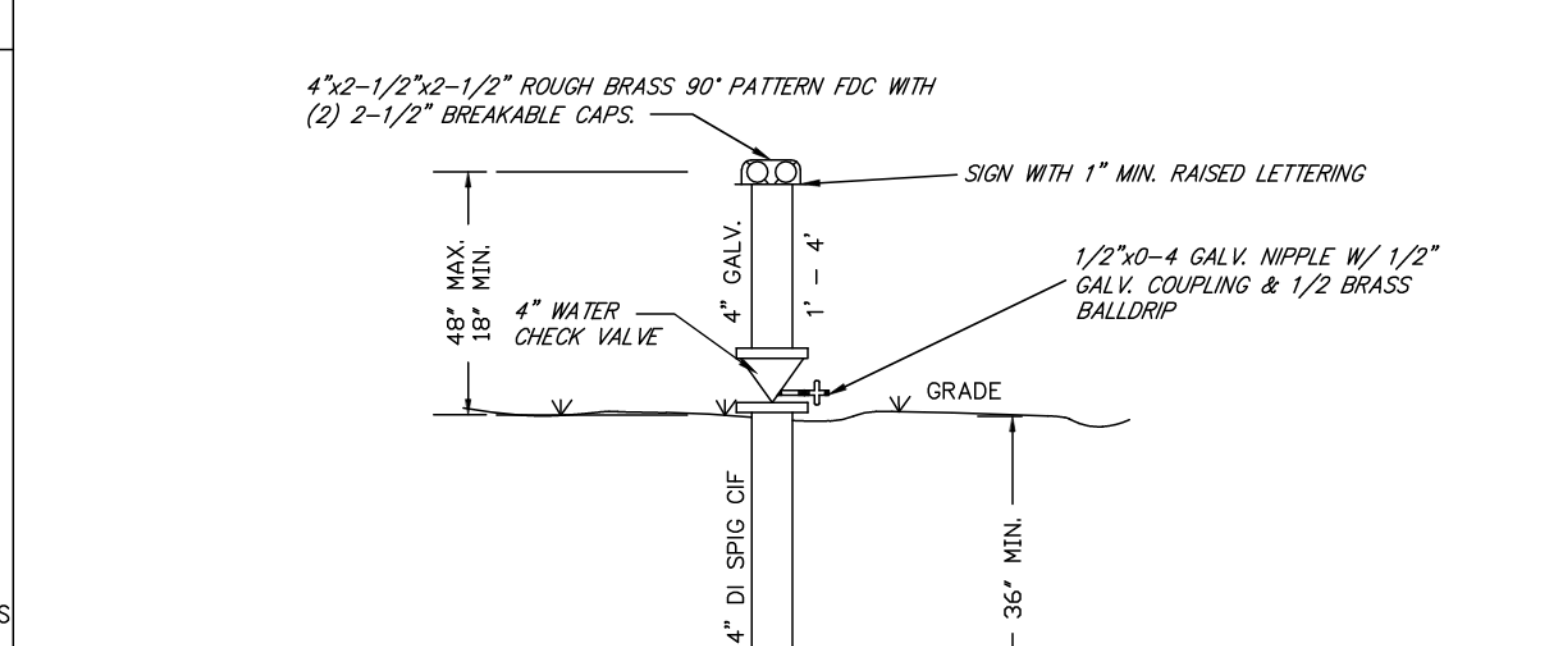
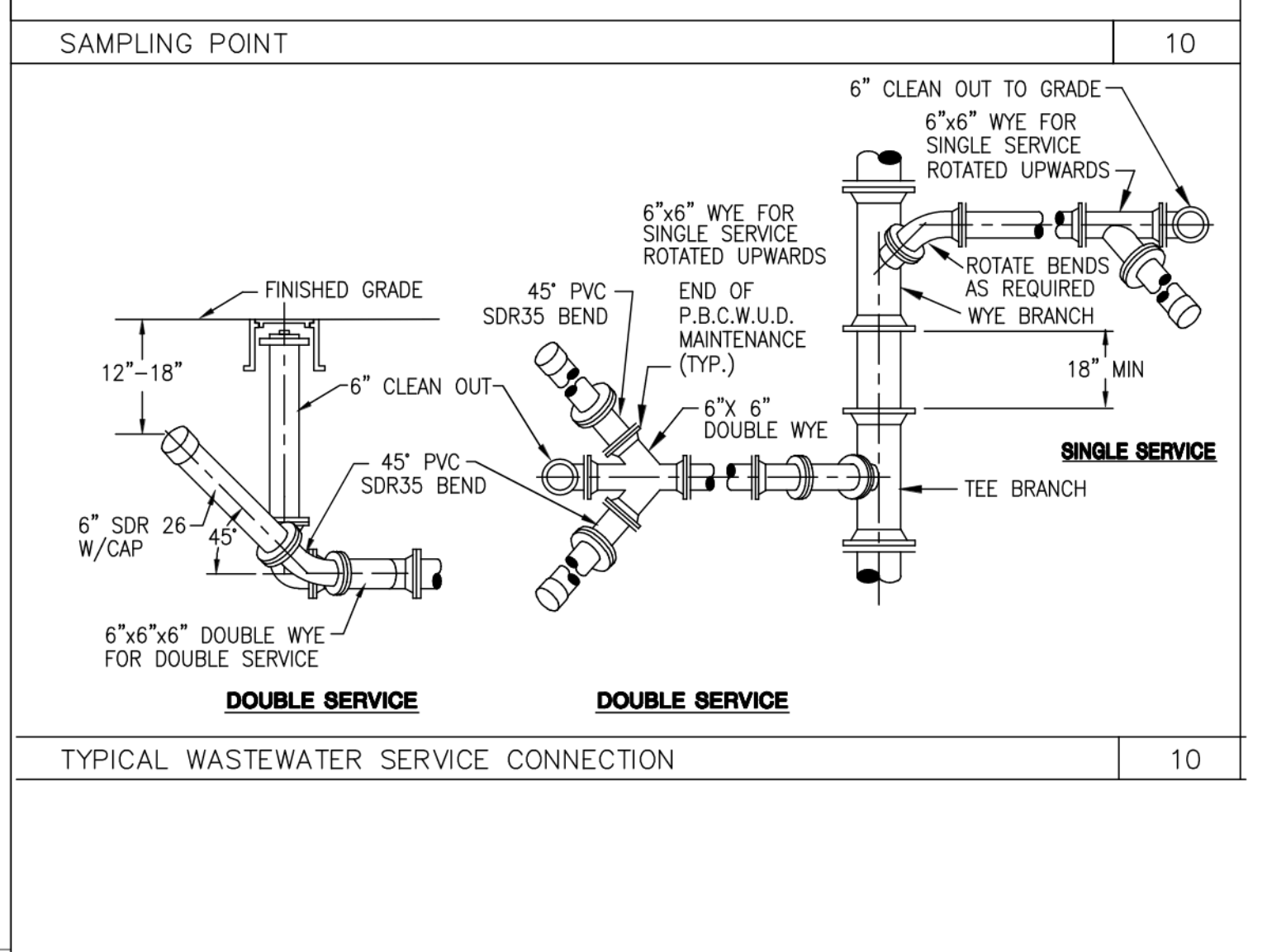
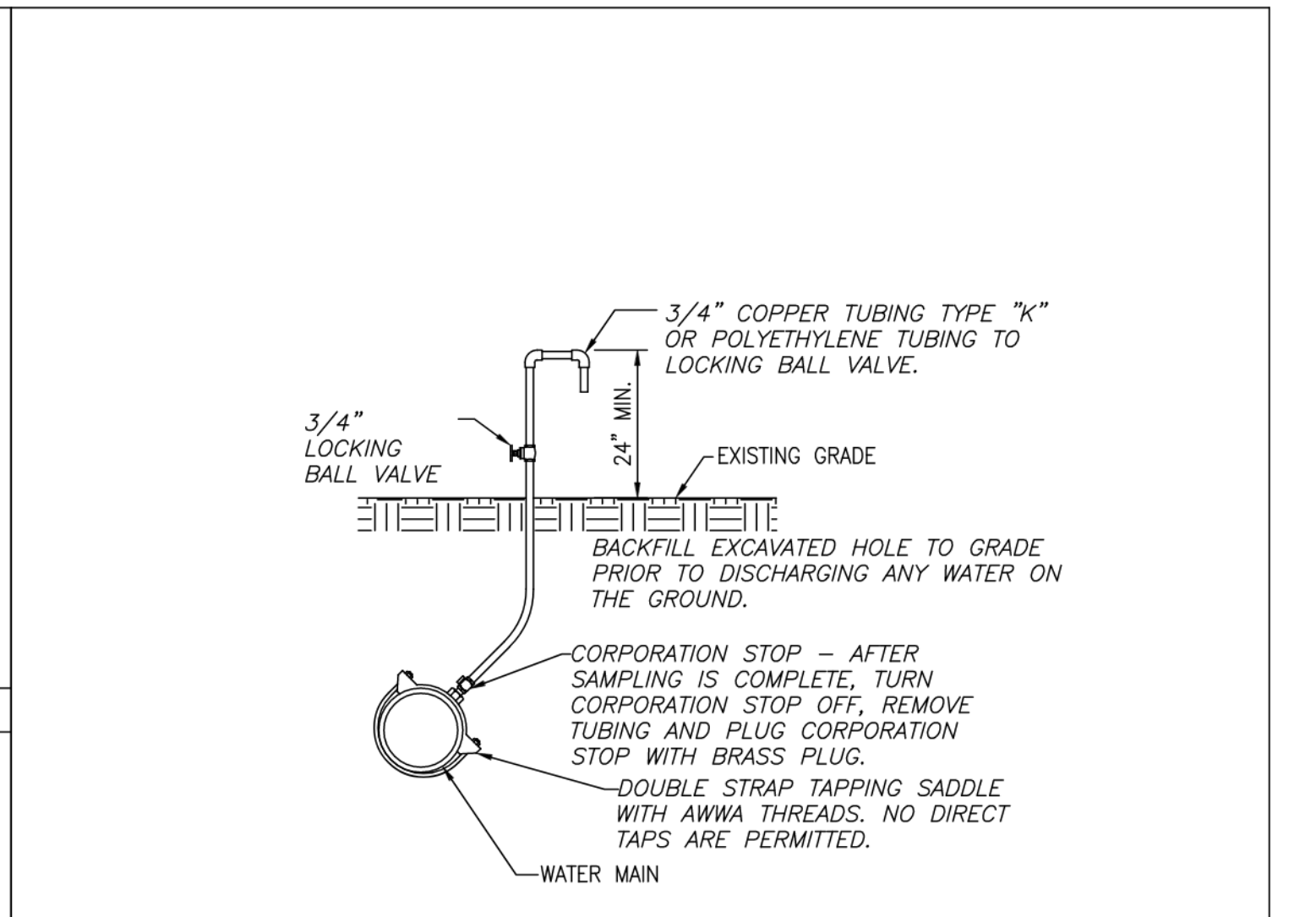
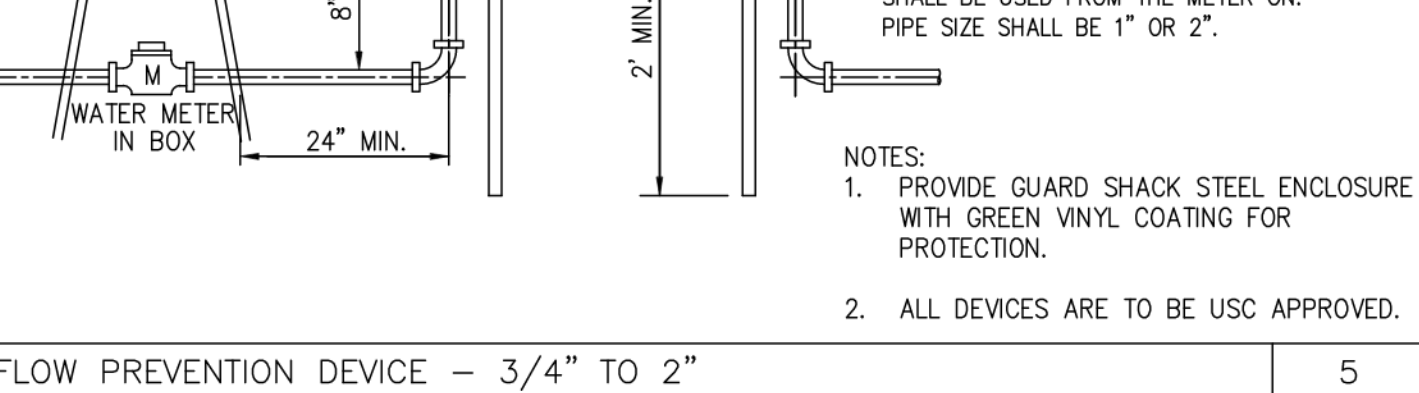
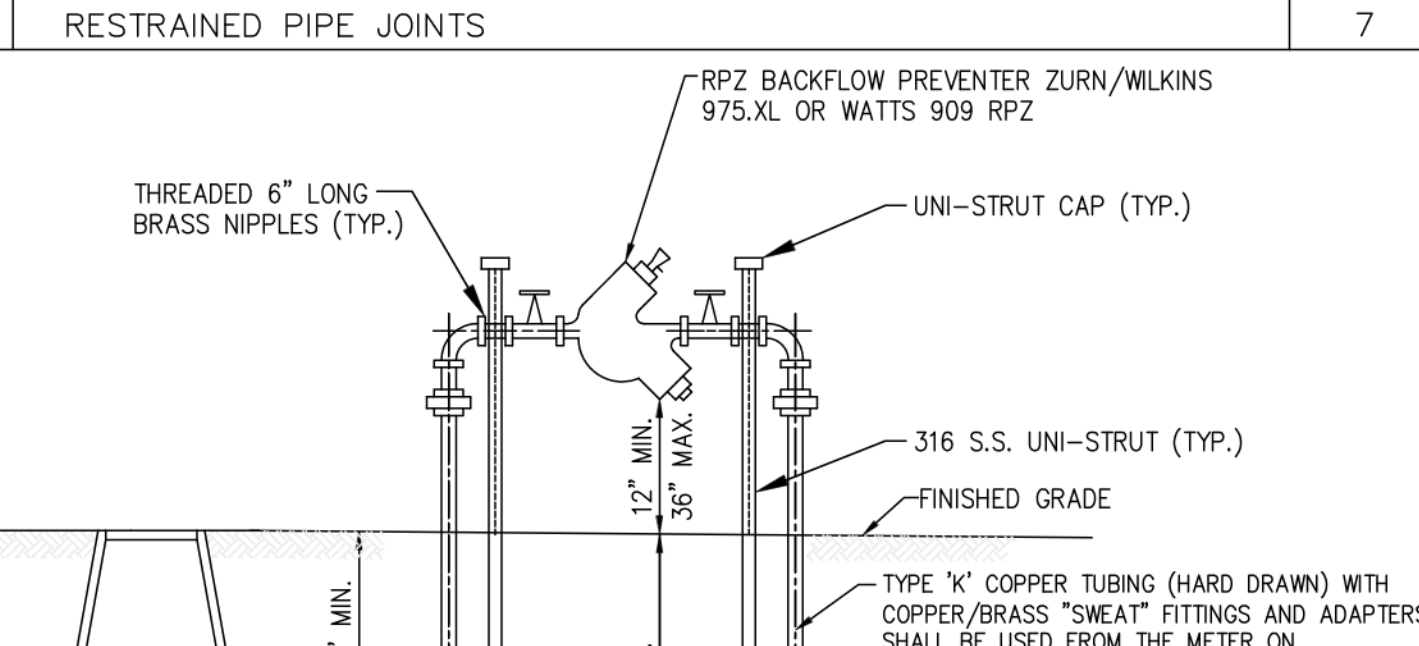
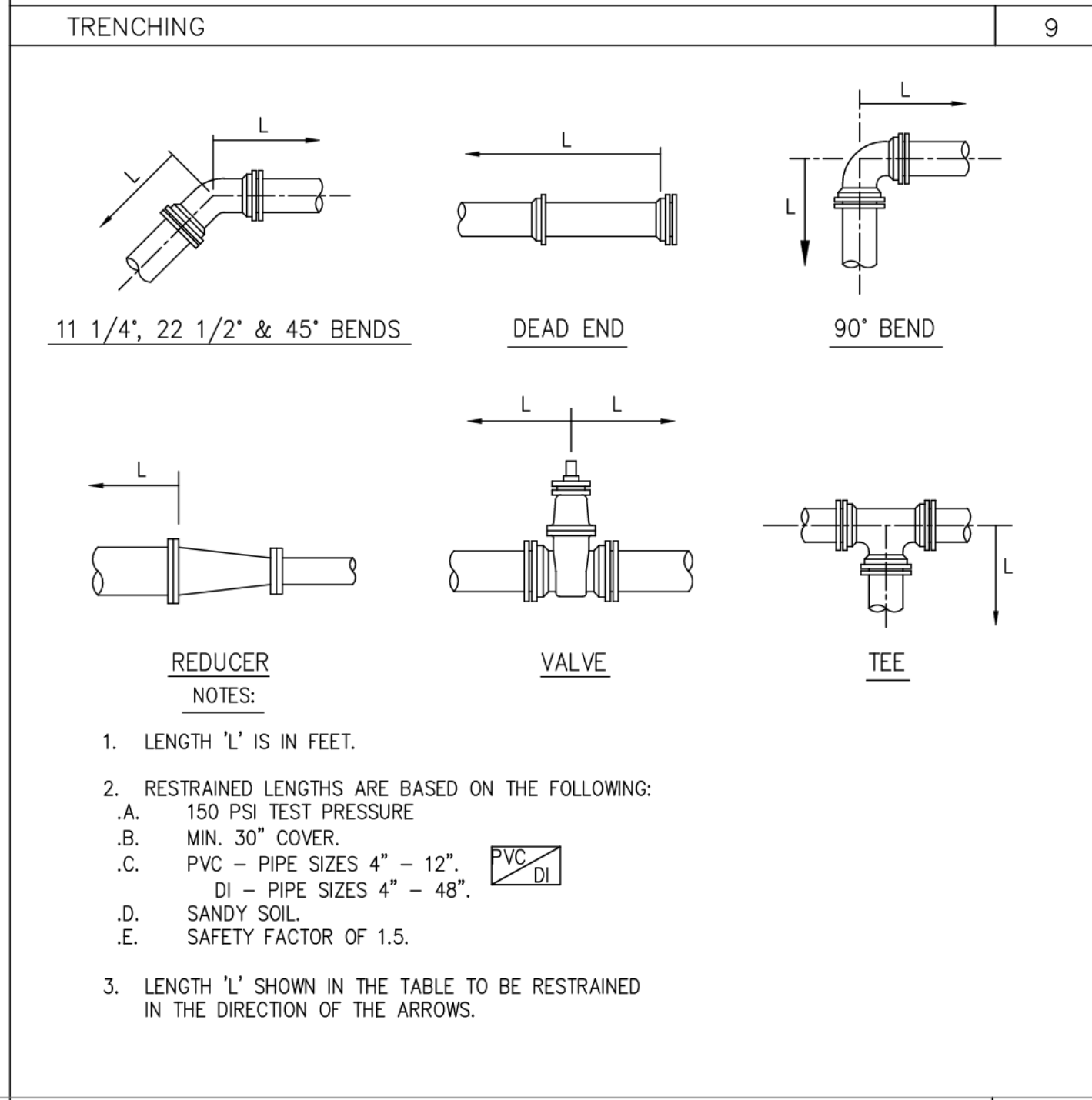
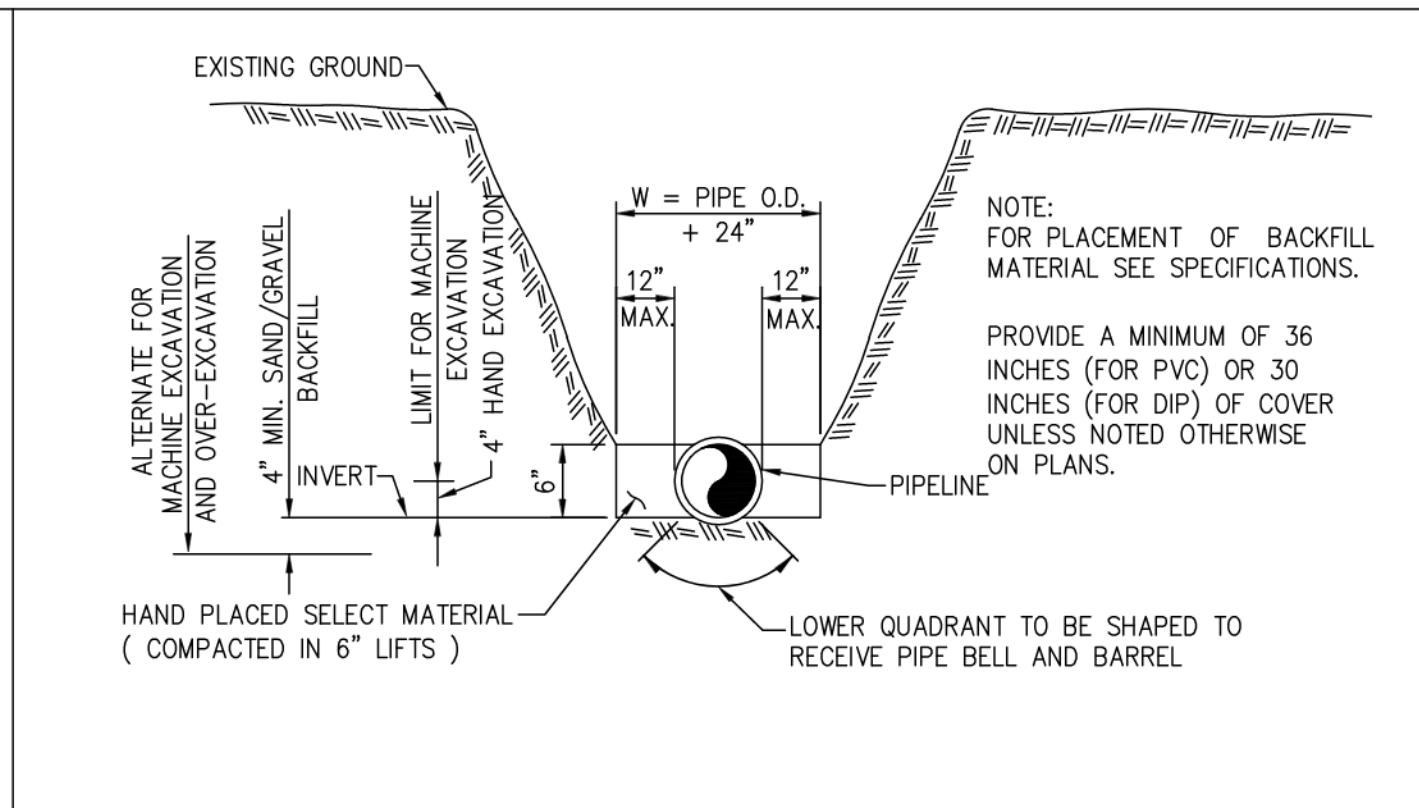
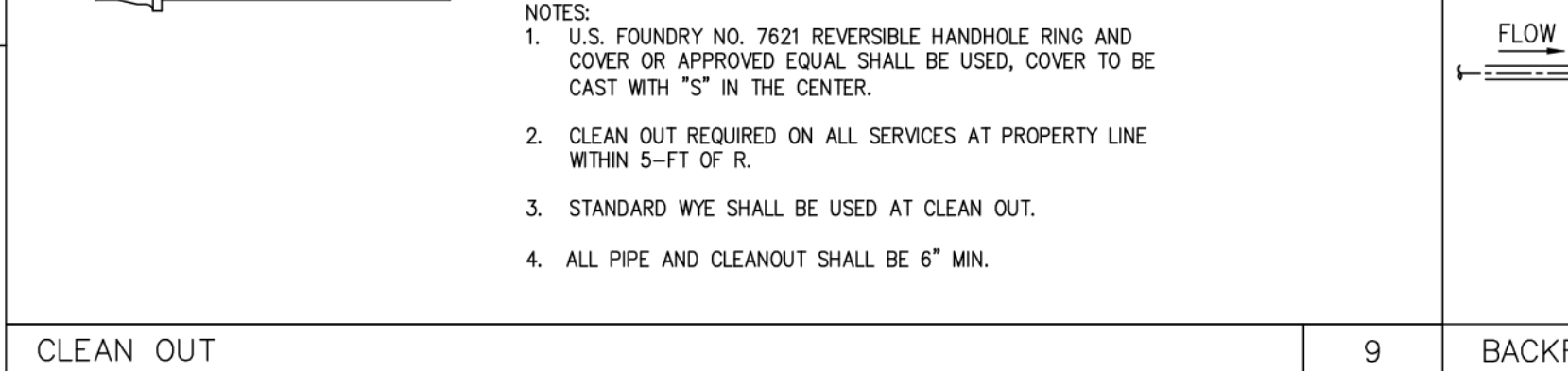
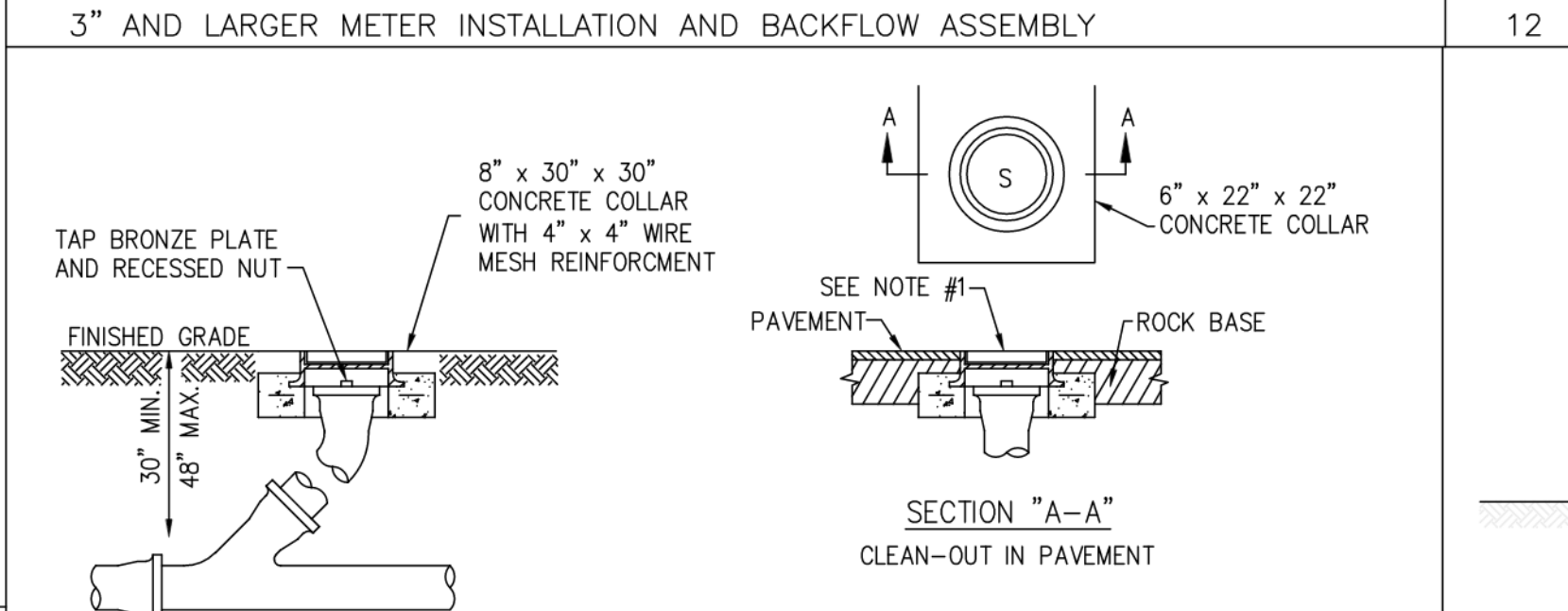
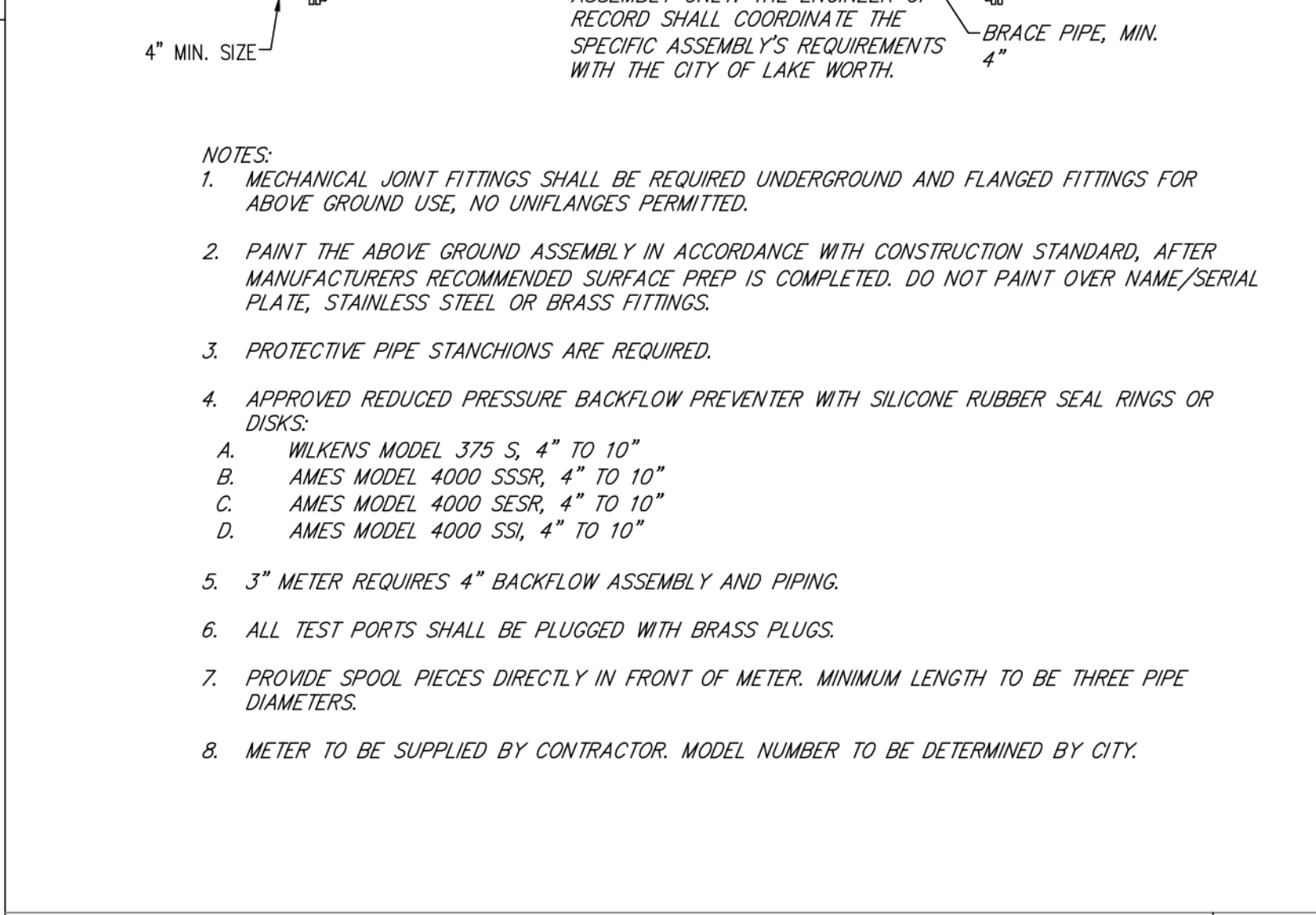
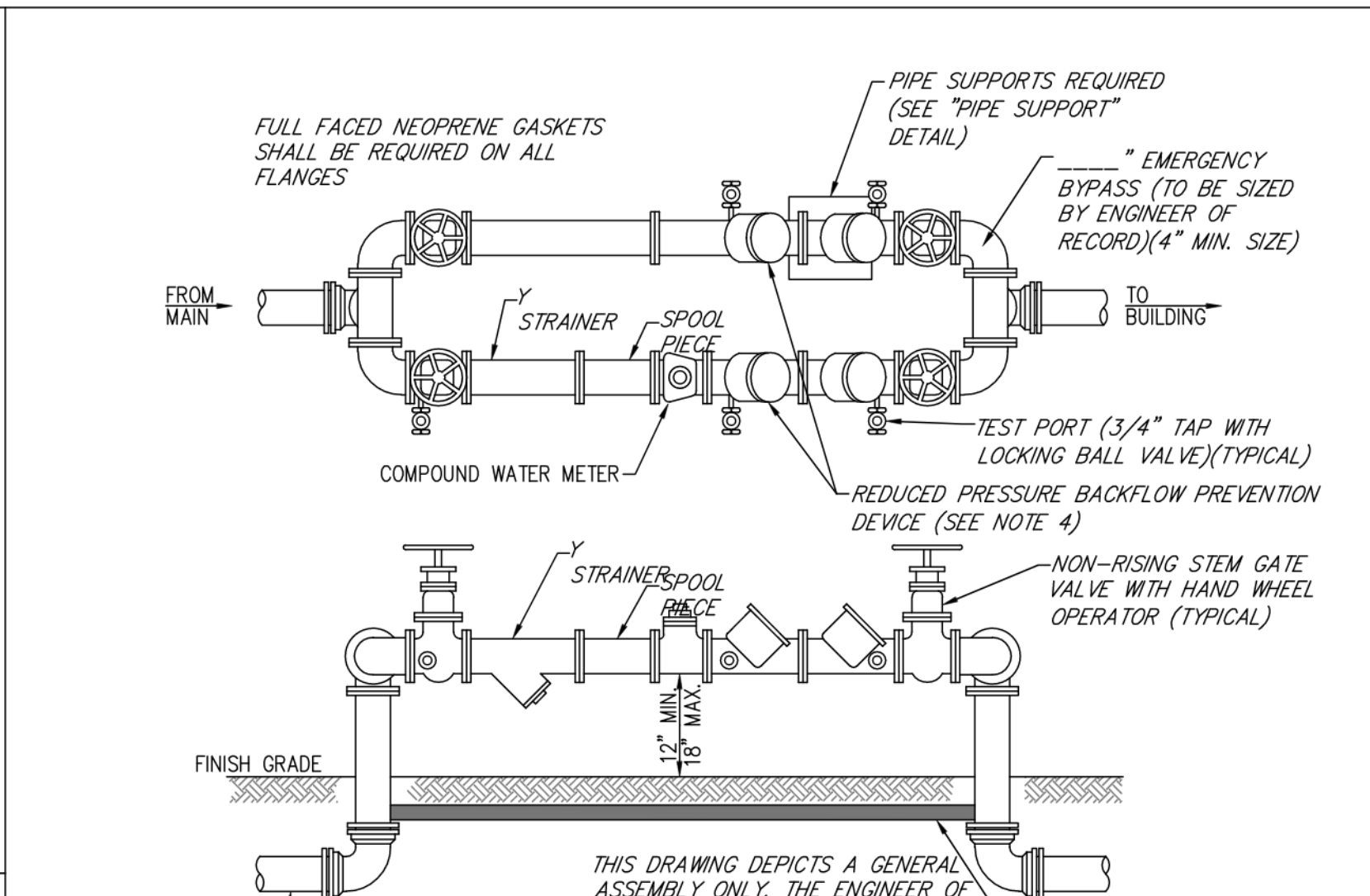
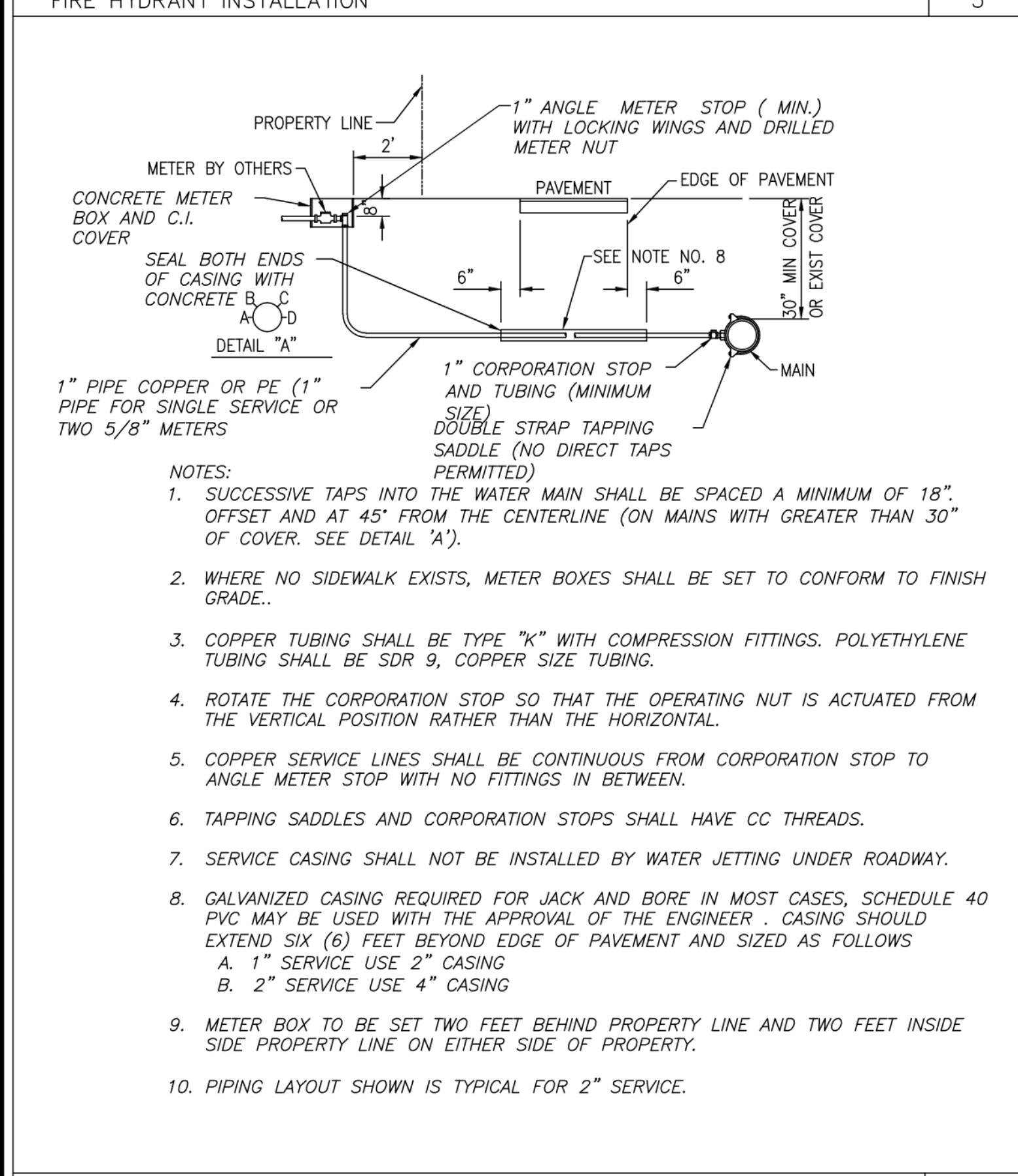
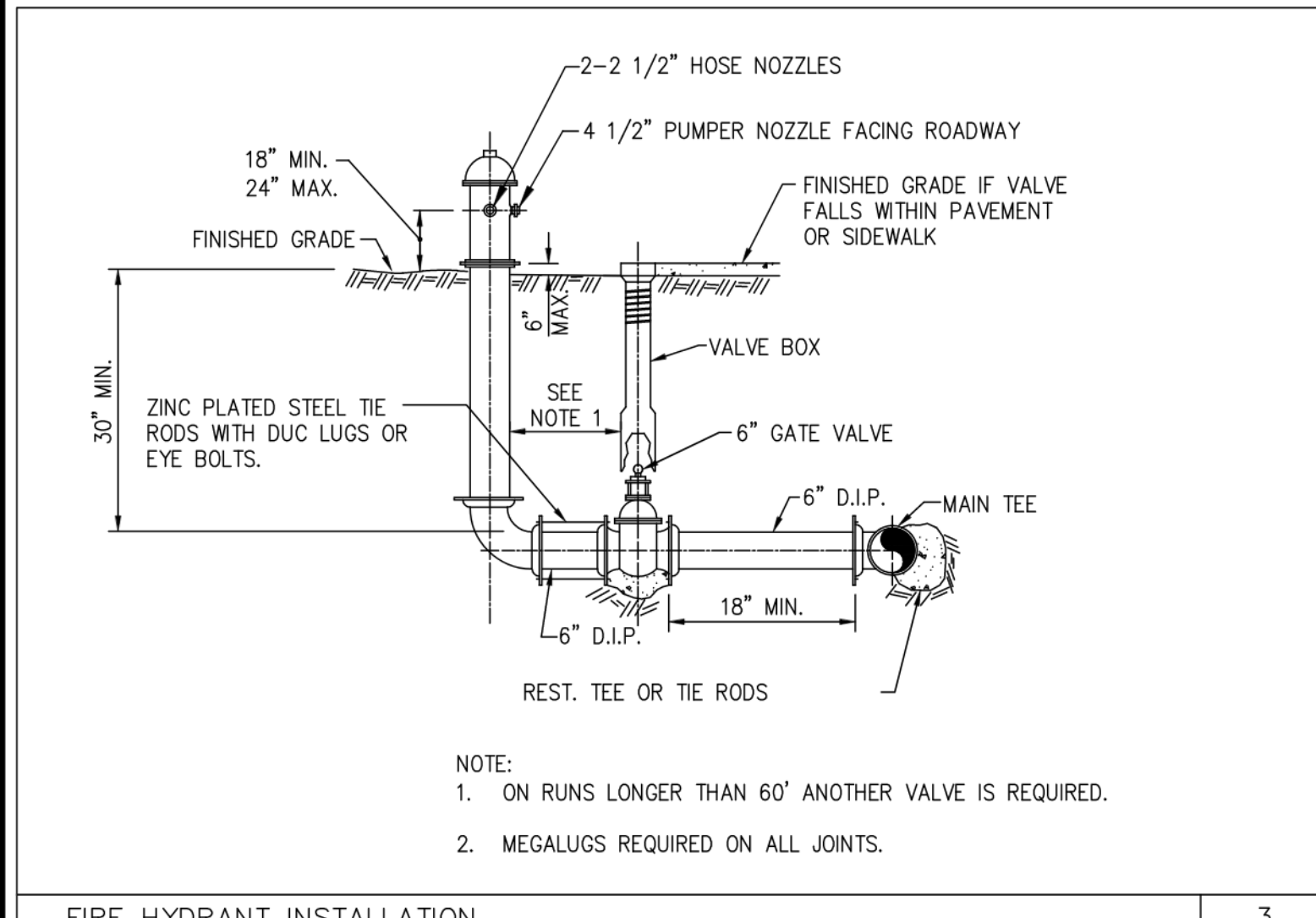
WATER AND SEWER PLAN

NOT FOR CONSTRUCTION

DRAWN: CMP	SCALE: 1" = 20'
DESIGNED: CMP	PROJECT: 137767
CHECKED: PFR	SHEET: C4.0
DATE: 12/07/2022	

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SET OF PAPERWORK SUBMITTED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION AND SAFETY FOR THE FILE.

J:\137767_Lake_Worth_S\7.0_Production\7.03_Design\01_Gen_Sheets\137767-ENG.dwg Modified: 12/16/2022 By: spence Plotted By: christopher_pence



Revision / Submission	No.	Date	Comment

LANDSCAPE LC #6000270

IBI GROUP
7000 North Federal Highway, 2nd Floor
Boca Raton FL 33487 USA
tel +1 561 393 6555
ibigroup.com

ENGINEER'S CERT. OF AUTH. #2966

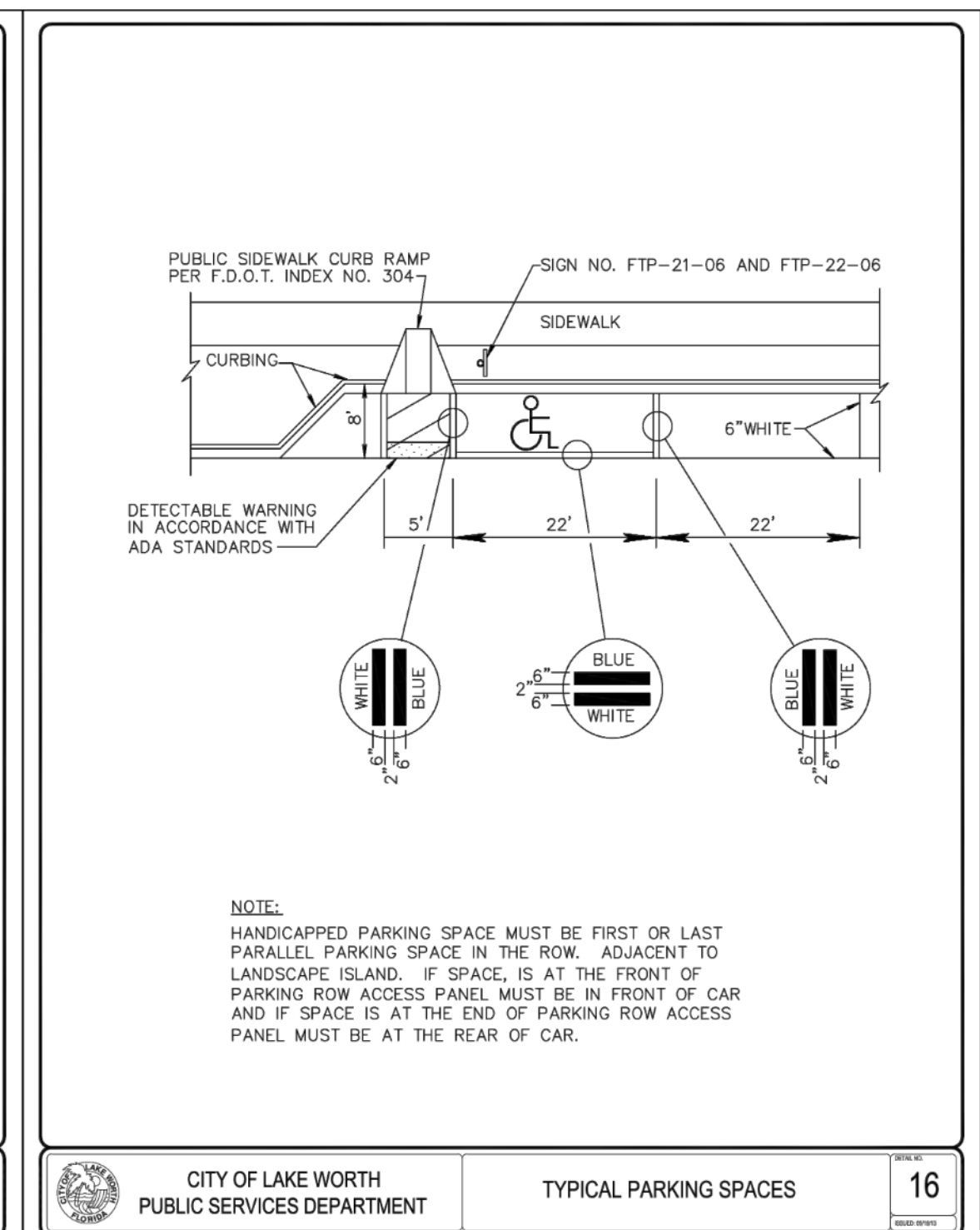
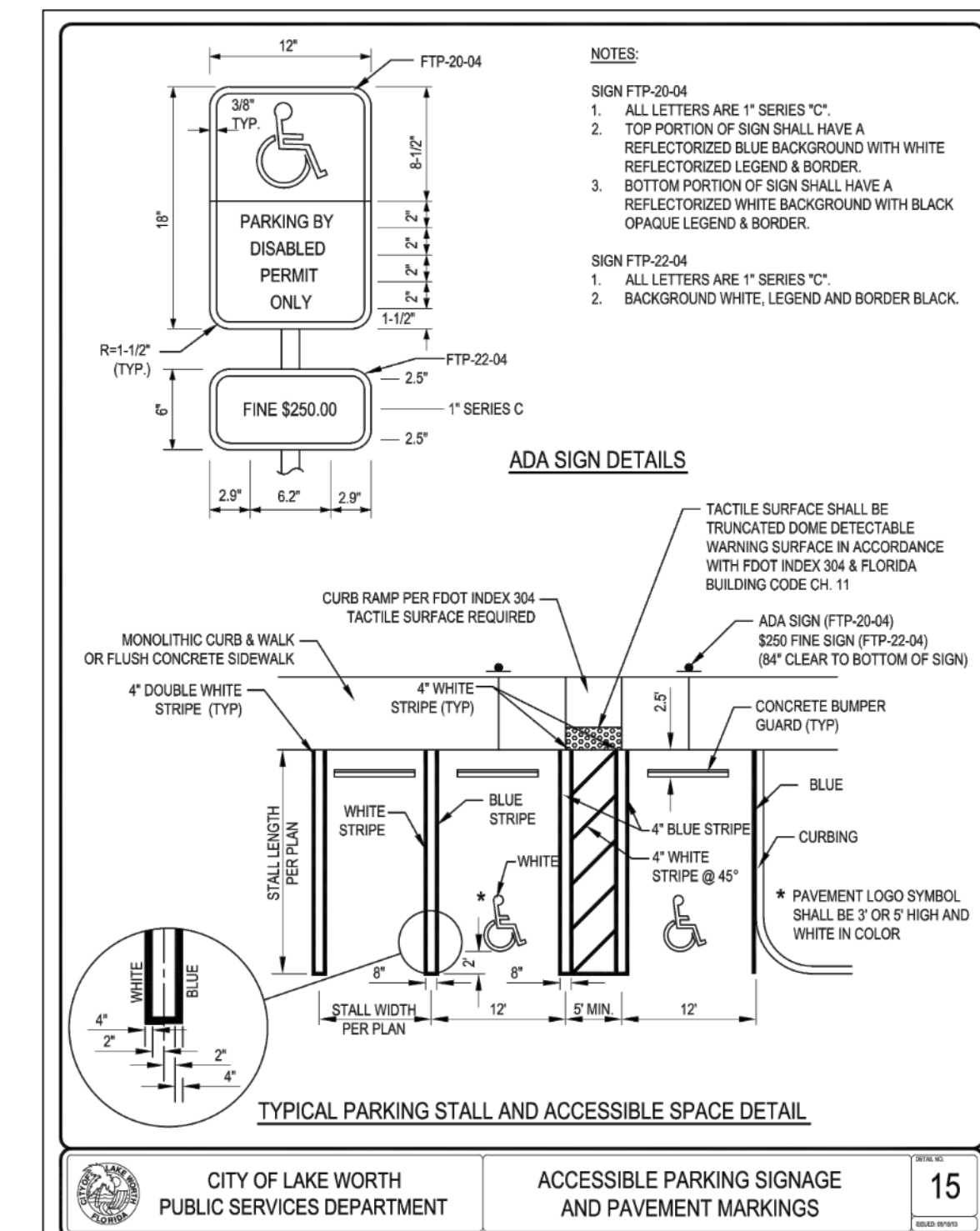
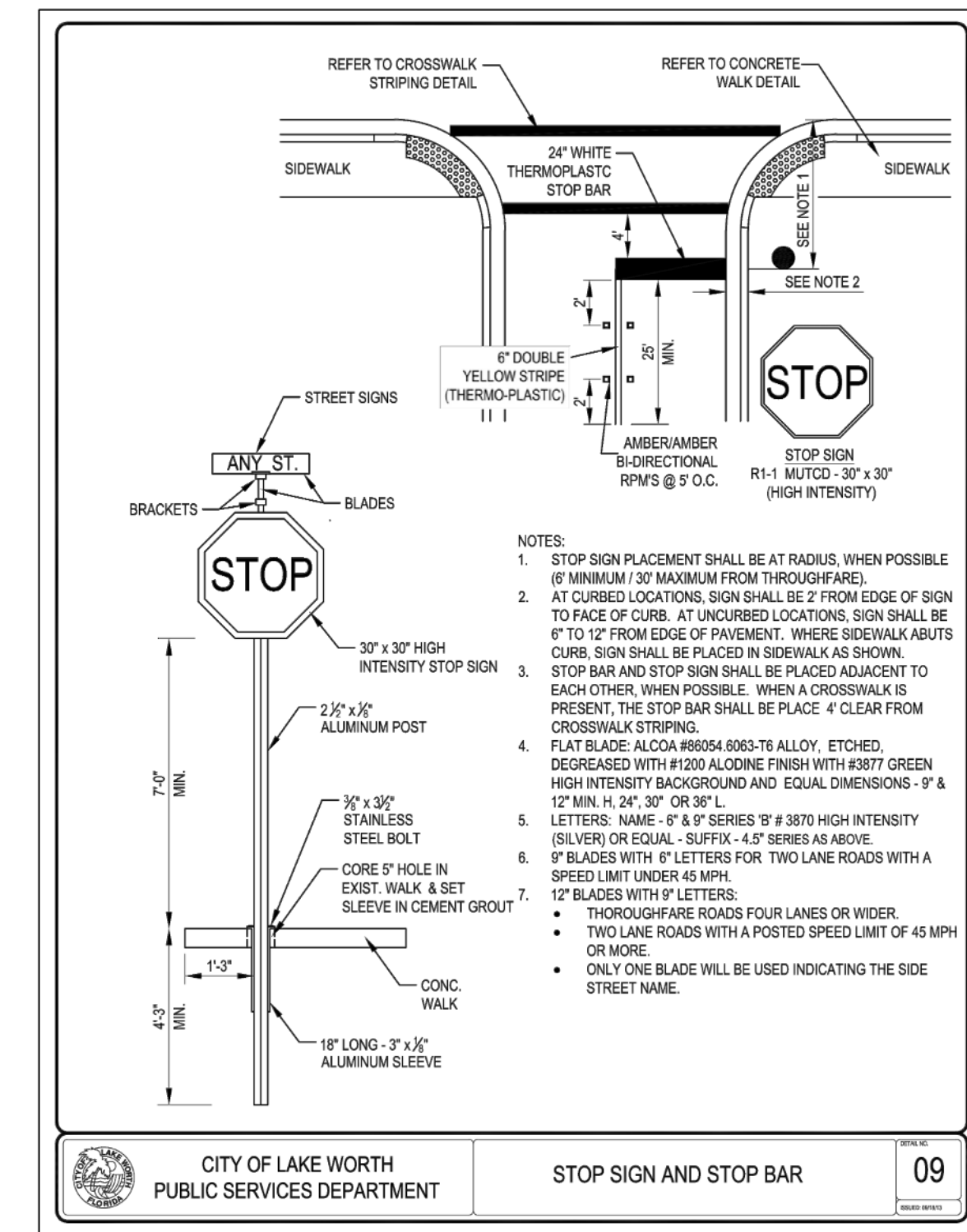
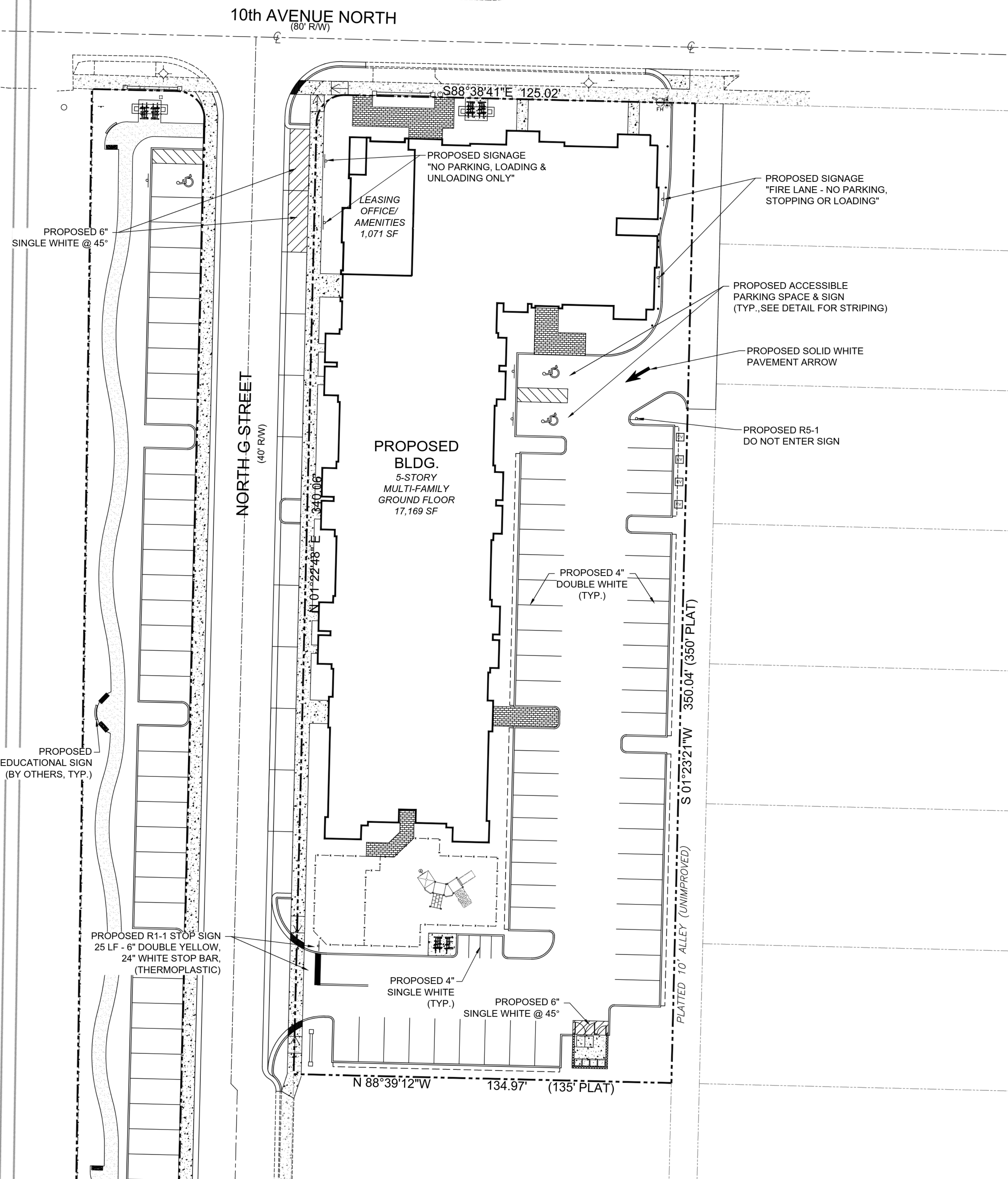
LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA

PRELIMINARY WATER AND SEWER DETAILS

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SEAL OF PAPERWORK HANDLING FLORIDA P.E. #00948 FOR THE FIRM.

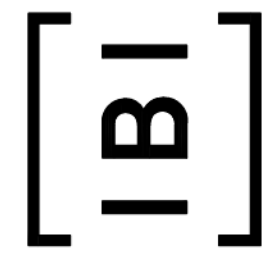
DRAWN:	CMP	SCALE:	N.T.S.
DESIGNED:	CMP	PROJECT:	137767
CHECKED:	PFR	SHEET:	C4.1
DATE:	12/07/2022		

J:\137767 Lake_Worth_S\7.0_Production\7.03_Design\01_Gen_Sheets\137767-PMS.dwg Modified: 12/18/2022 By: pence Plotted By: christopher_pence



Revision / Submission	No.	Date	Comment
		12-07-2022	

IBI GROUP
7000 North Federal Highway, 2nd Floor
Boca Raton FL 33487 USA
tel +1 561 393 6555
ibigroup.com



LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA
PAVEMENT MARKING AND SIGNAGE PLAN

NOT FOR CONSTRUCTION

DRAWN: CMP	SCALE: 1" = 20'
DESIGNED: PFR	PROJECT: 137767
CHECKED: PFR	SHEET: C5.0
DATE: 12/07/2022	

48 HOURS BEFORE DIGGING
CALL TOLL FREE
811 or 1-800-432-4770
SUNSHINE STATE ONE CALL CENTER

DISCLAIMER
This drawing, as an instrument of service, is the property of the Engineer and may not be reproduced without their permission and unless the reproduction carries their name. All design and other information shown on this drawing are for the use on the specified project only and shall not be used otherwise without written permission of the Engineer. Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and the Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the Engineer for approval before proceeding with fabrication.



1 AERIAL PHOTO
(XREF) AERIAL PHOTO 1



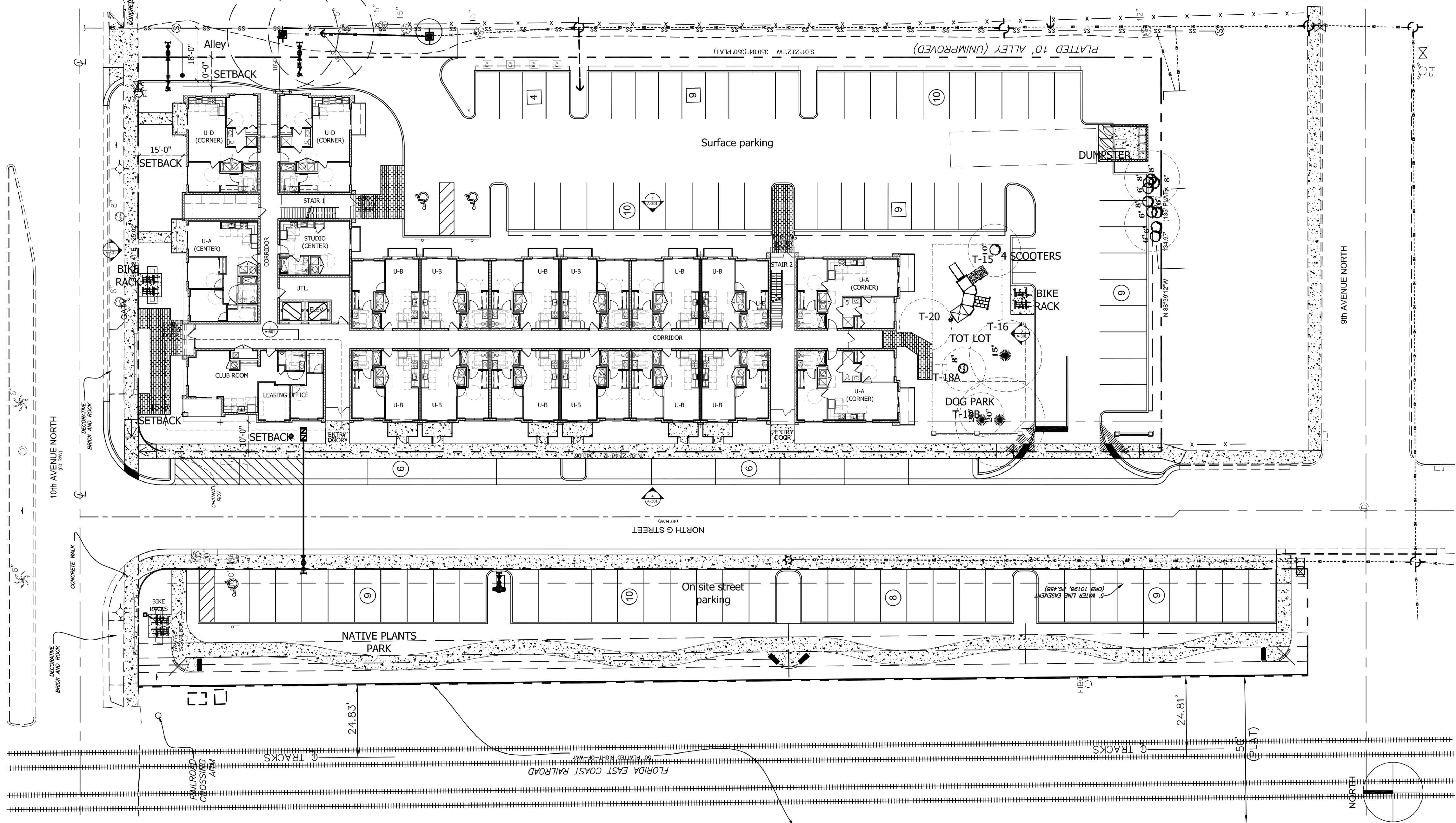
2 AERIAL PHOTO
(XREF) AERIAL PHOTO 2



3 AERIAL PHOTO
(XREF) AERIAL PHOTO 3



4 AERIAL PHOTO
(XREF) AERIAL PHOTO 4



5 MASTER PLAN / GROUND FLOOR
(XREF) LWS - SITE PLAN SCALE: NTS

NOTE:
THIS DRAWING IS FOR GENERAL BUILDING ORIENTATION ONLY. SEE CIVIL DRAWINGS FOR ANY AND ALL SITE WORK. THIS INCLUDES BUT IS NOT LIMITED TO ROAD AND WALKWAYS, DIMENSIONS, DISTANCES BETWEEN BUILDINGS, SANITARY, WATER, GAS AND ELECTRICAL.

ALL REPORTS, PLANS, SPECIFICATIONS AND COMPUTERS FILES RELATING TO THIS PROJECT ARE THE PROPERTY OF THE MARTIN ARCHITECTURAL GROUP. THE MARTIN ARCHITECTURAL GROUP RETAINS ALL COMMON LAW, STATUTE AND OTHER RESERVED RIGHTS INCLUDING THE RIGHT AGAINST REPRODUCTION OF THE MATERIAL HEREIN OR SUBSTANTIAL USE WITHOUT WRITTEN PERMISSION OF THE MARTIN ARCHITECTURAL GROUP. THE COPYRIGHT IN THIS DRAWING IS RESERVED AND WILL BE SUBJECT TO LEGAL PROSECUTION.
© 2022, The Martin Architectural Group, P.C.

THE MARTIN ARCHITECTURAL GROUP, P.C.
ARCHITECTS AND LAND PLANNERS
A PROFESSIONAL CORPORATION
6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
P (954) 428-1618 F (954) 428-4416

P.A.:	James M. Rivello
P.M.:	A. Garcia
DRAWN BY:	AG, LP
PROJECT NO.:	1943-02
DATE:	06/15/22
REVISION:	REVISED AS PER SERT #1
NO.	CITY COMMISSIONERS COMMENTS
1	
2	

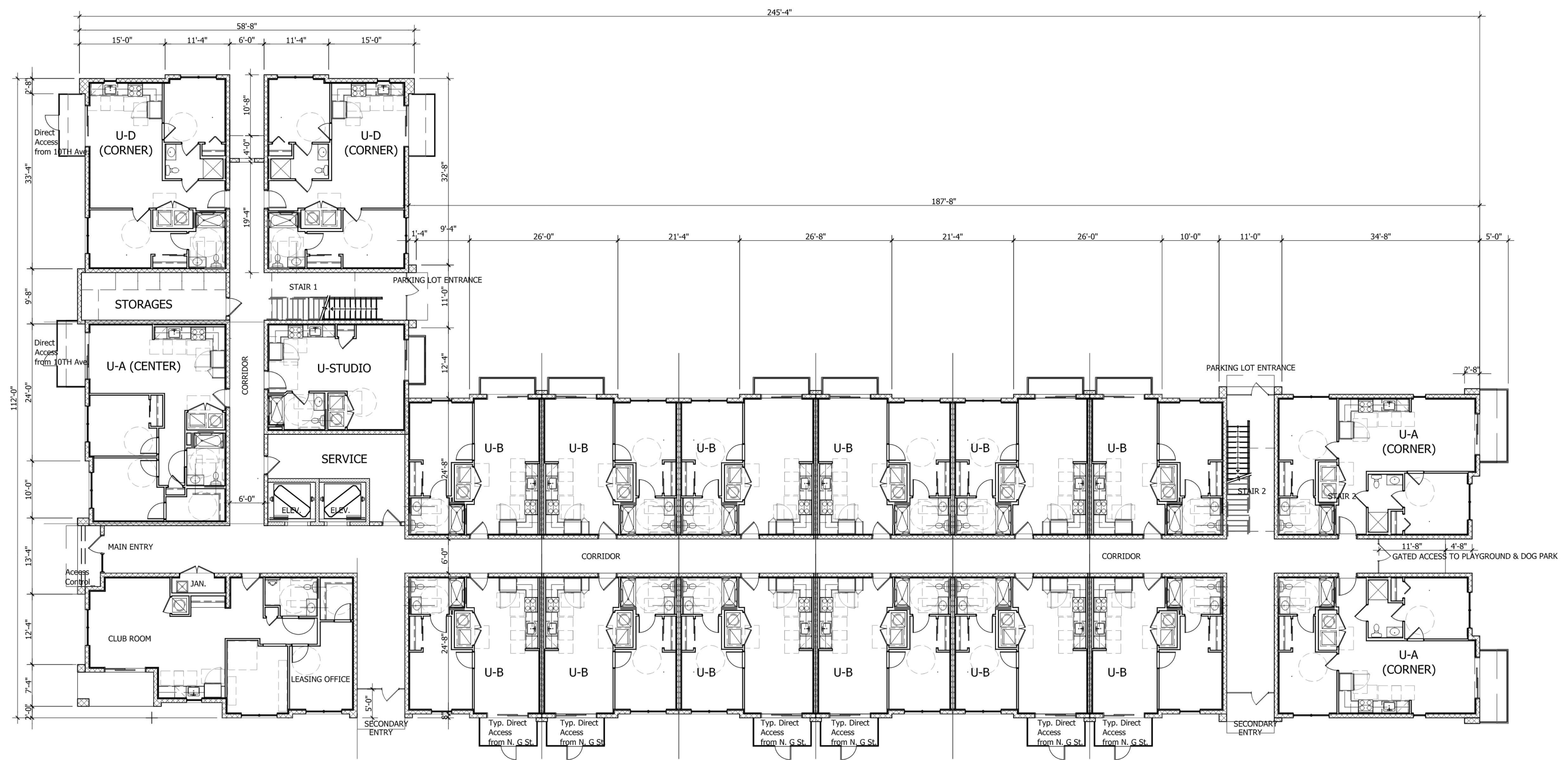
ENTITLEMENT PACKAGE

MASTER PLAN - GR FLOOR
LAKE WORTH STATION
LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

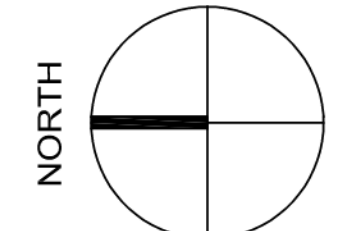
SCALE: AS NOTED
DATE: 04/01/2022

MASTER PLAN - GR FLOOR

A1.00
© 2022, The Martin Architectural Group, P.C.



1 FLOOR PLAN - GROUND LEVEL
 LWS GROUND FLOOR SCALE: 3/32"=1'-0"



THE MARTIN ARCHITECTURAL GROUP, P.C.
 ARCHITECTS AND LAND PLANNERS
 A PROFESSIONAL CORPORATION
 6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
 P (954) 428-1618 F (954) 428-4416

P.A.: James M. Rivello
 P.M.: A. Garcia
 DRAWN BY: AG, LP
 PROJECT NO.: 1943-02

NO.	REVISION	DATE
1	REVISED AS PER SPT #1	06/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

ENTITLEMENT PACKAGE

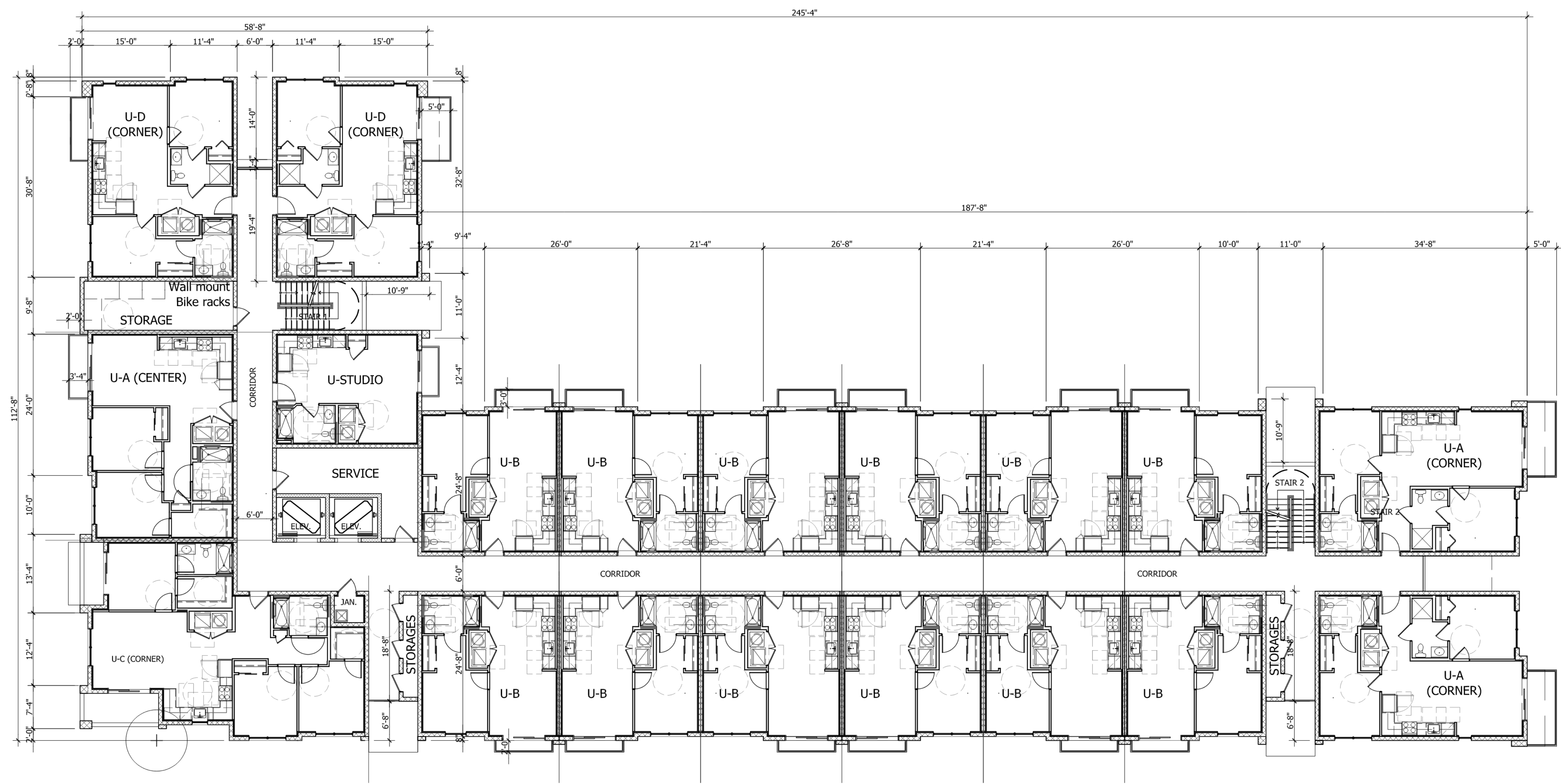
FLOOR PLANS
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 04/01/2022

FLOOR PLANS

ALL REPORTS, PLANS, SPECIFICATIONS AND COMPUTER FILES RELATIVE TO THIS PROJECT ARE THE PROPERTY OF THE MARTIN ARCHITECTURAL GROUP. THE MARTIN ARCHITECTURAL GROUP AGREES TO PROVIDE THE ORIGINAL ARCHITECTURAL DRAWINGS TO THE CLIENT AND TO PROVIDE THE CLIENT WITH A COPY OF THE ORIGINAL ARCHITECTURAL DRAWINGS. THE CLIENT AGREES TO HOLD THE MARTIN ARCHITECTURAL GROUP HARMLESS FROM THE REPRODUCTION OF THE ORIGINAL ARCHITECTURAL DRAWINGS IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE MARTIN ARCHITECTURAL GROUP. ANY REPRODUCTION OF THE ORIGINAL ARCHITECTURAL DRAWINGS WITHOUT THE WRITTEN CONSENT OF THE MARTIN ARCHITECTURAL GROUP WILL BE SUBJECT TO LEGAL PROSECUTION.

© 2022, The Martin Architectural Group, P.C.



1 TYPICAL FLOOR PLAN - 2ND TO FOURTH LEVEL
 LWS SECOND TO FOURTH FLOOR SCALE: 3/32"=1'-0"

THE MARTIN ARCHITECTURAL GROUP, P.C.
 ARCHITECTS AND LAND PLANNERS
 A PROFESSIONAL CORPORATION

6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
 P (954) 428-1618 F (954) 428-4416

P.A.: James M. Riviello
 P.M.: A. Garcia
 DRAWN BY: AG, LP
 PROJECT NO.: 1943-02

NO.	REVISION	DATE
1	REVISED AS PER SPT #1	06/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

ENTITLEMENT PACKAGE

FLOOR PLANS

LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 04/01/2022

FLOOR PLANS

A2.02
 © 2022, The Martin Architectural Group, P.C.

ALL REPORTS, PLANS, SPECIFICATIONS AND COMPUTER FILES RELATIVE TO THIS PROJECT ARE THE PROPERTY OF THE ARCHITECTURAL GROUP. THE ARCHITECTURAL GROUP AGREES TO PROVIDE THE ORIGINAL ARCHITECTURAL GROUP RECORDS INCLUDING THE ORIGINAL ARCHITECTURAL GROUP RECORDS TO THE ARCHITECTURAL GROUP. ANY REPRODUCTION OF THE ORIGINAL ARCHITECTURAL GROUP RECORDS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTURAL GROUP IS STRICTLY PROHIBITED. ANY REPRODUCTION OF THE ORIGINAL ARCHITECTURAL GROUP RECORDS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTURAL GROUP IS STRICTLY PROHIBITED. ANY REPRODUCTION OF THE ORIGINAL ARCHITECTURAL GROUP RECORDS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTURAL GROUP IS STRICTLY PROHIBITED. ANY REPRODUCTION OF THE ORIGINAL ARCHITECTURAL GROUP RECORDS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTURAL GROUP IS STRICTLY PROHIBITED.

THE MARTIN ARCHITECTURAL GROUP, P.C.
 ARCHITECTS AND LAND PLANNERS
 A PROFESSIONAL CORPORATION
 6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
 P (954) 428-1618 F (954) 428-4416

P.A.: James M. Riviello
 P.M.: A. Garcia
 DRAWN BY: AG, LP
 PROJECT NO.: 1943-02

NO.	REVISION	DATE
1	REVISED AS PER SPT #1	06/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

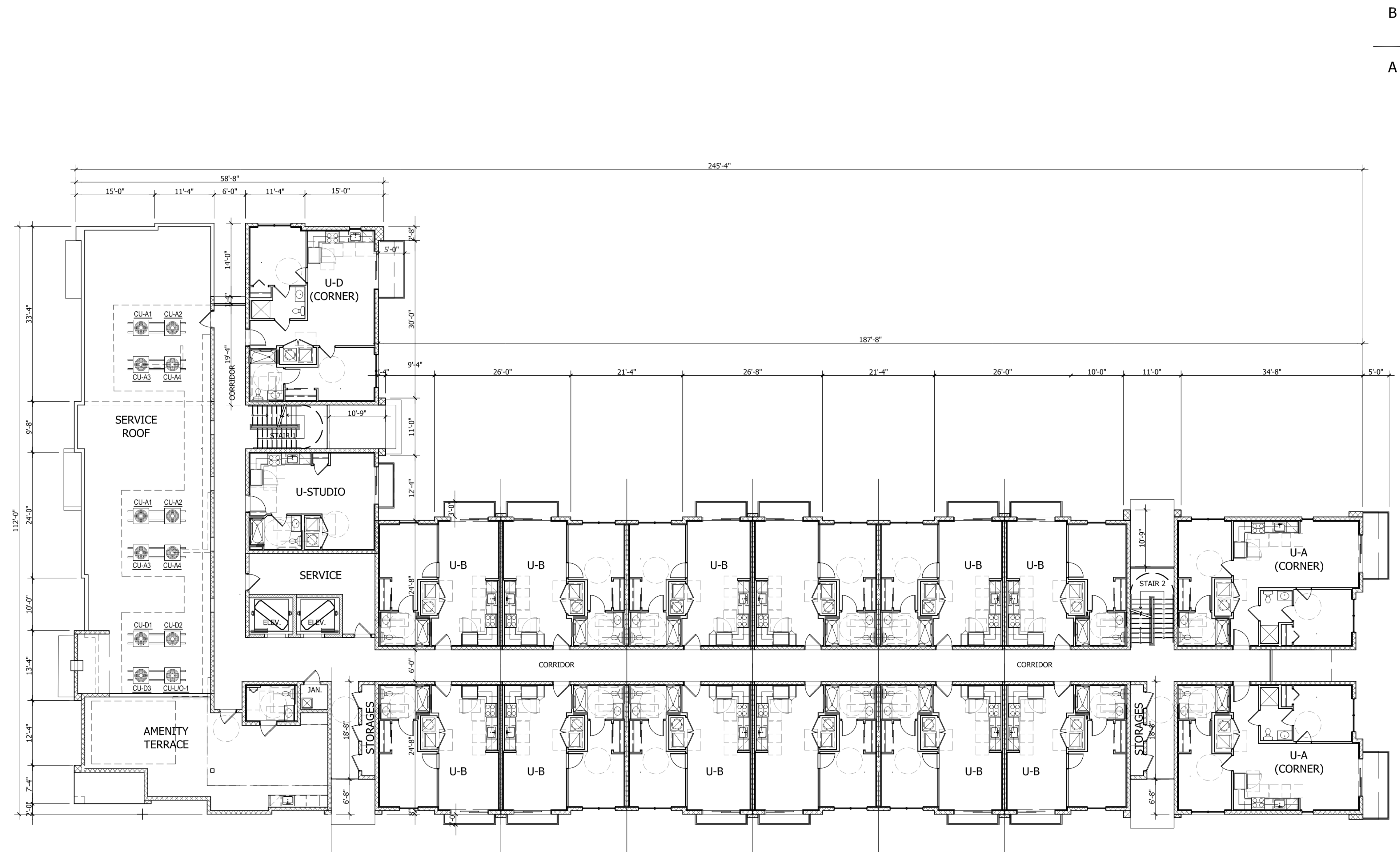
ENTITLEMENT PACKAGE

FLOOR PLANS
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 04/01/2022

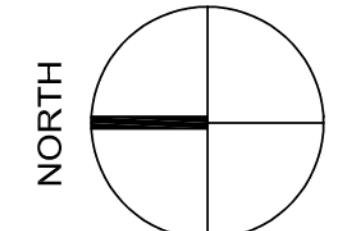
FLOOR PLANS

A2.03
 © 2022, The Martin Architectural Group, P.C.



1 TYPICAL FLOOR PLAN - FIFTH LEVEL
 LWS SECOND TO FOURTH FLOOR SCALE: 3/32"=1'-0"

B
 A



NO.	REVISION	DATE
1	REVISED AS PER SPT #1	06/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

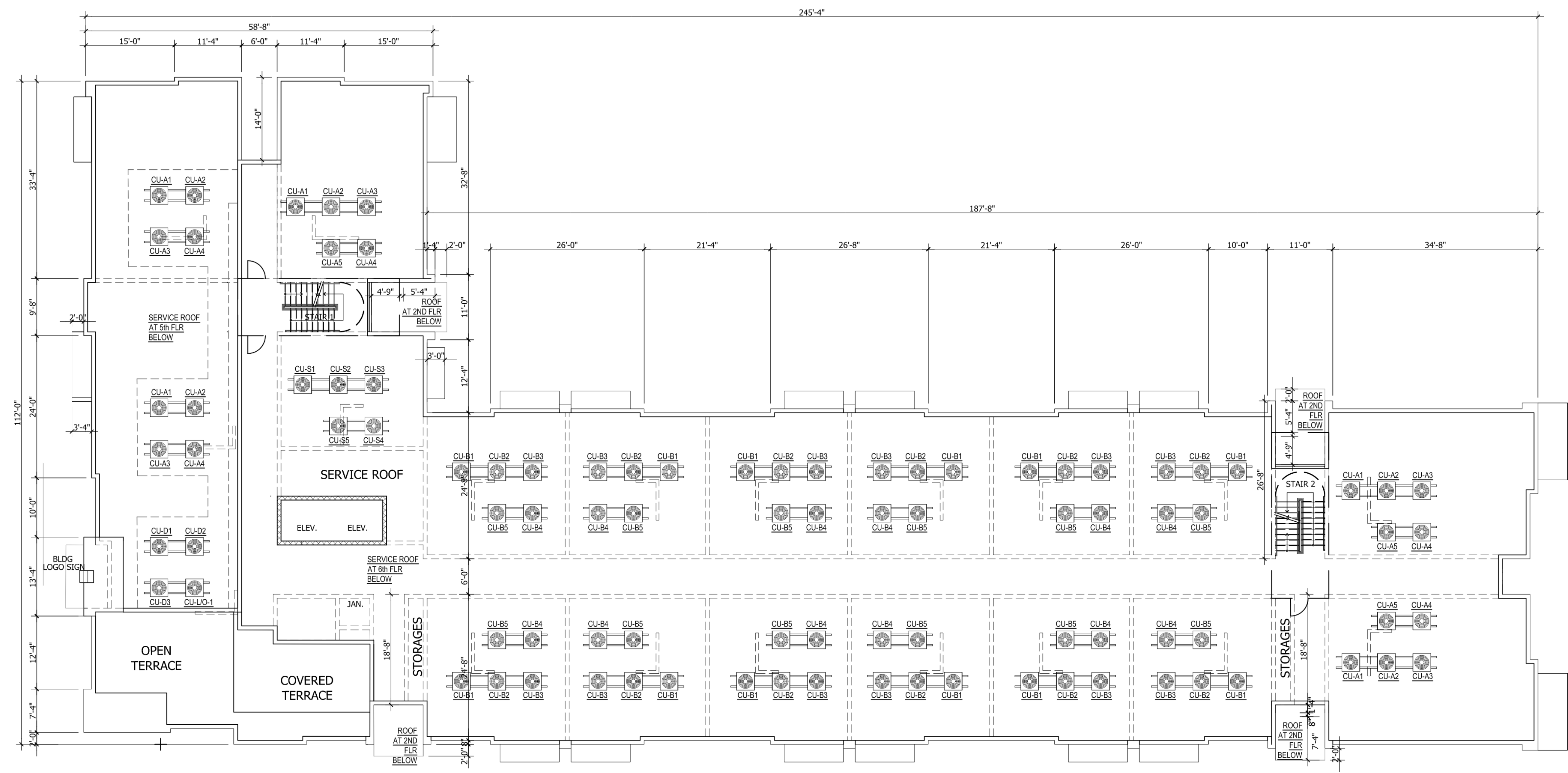
ENTITLEMENT PACKAGE

FLOOR PLANS
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

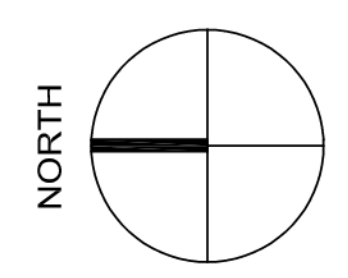
SCALE: AS NOTED
 DATE: 04/01/2022

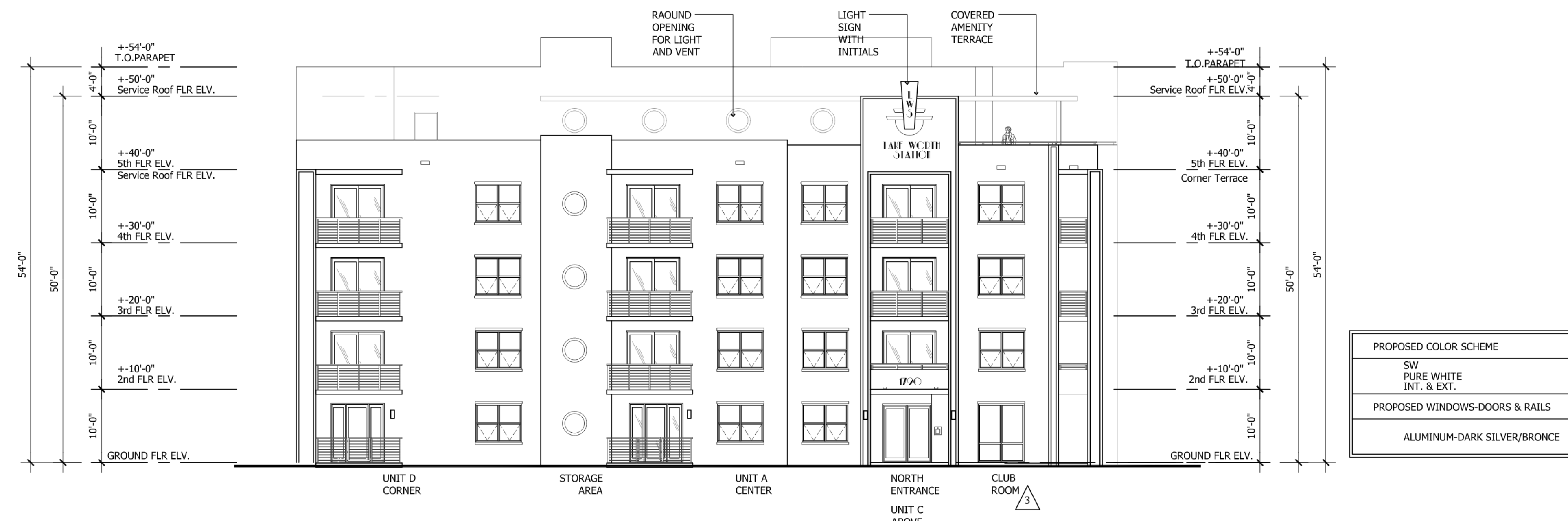
FLOOR PLANS

A2.04
 © 2022, The Martin Architectural Group, P.C.



1 TYPICAL SERVICE ROOF PLAN - SIXTH LEVEL
 LWS SERVICE ROOF SCALE: 3/32"=1'-0"





1 NORTH ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"



2 WEST ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"

THE MARTIN ARCHITECTURAL GROUP, P.C.
 ARCHITECTS AND LAND PLANNERS
 A PROFESSIONAL CORPORATION
 6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
 P (954) 428-1618 F (954) 428-4416

P.A.: James M. Riviello
 P.M.: A. Garcia
 DRAWN BY: AG, LP
 PROJECT NO.: 1943-02

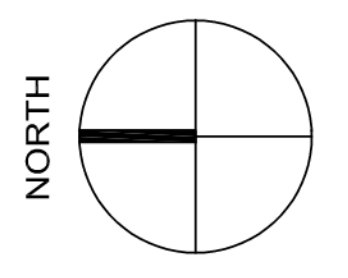
NO.	REVISION	DATE
1	REVISED AS PER SPT #1	06/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

ENTITLEMENT PACKAGE

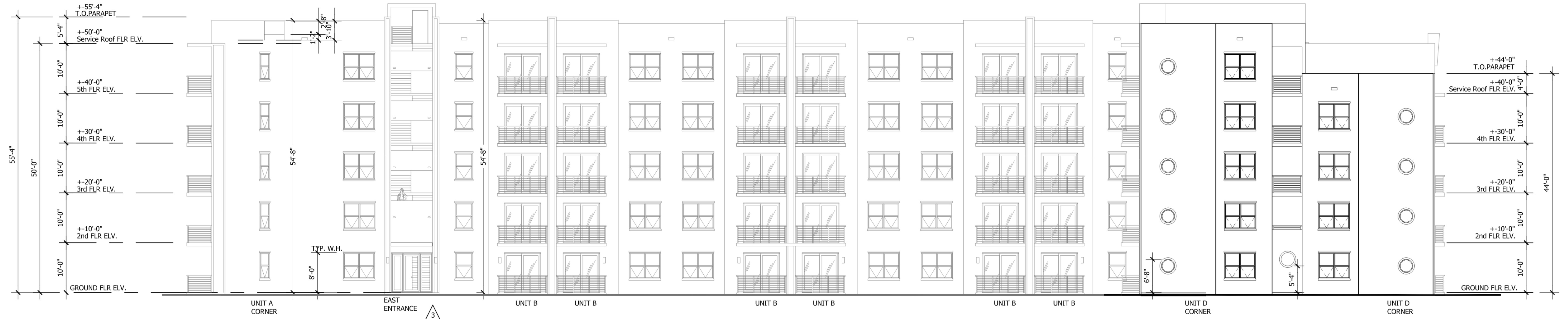
UNIT PLANS
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 04/01/2022

UNIT PLANS
A3.01
 © 2022, The Martin Architectural Group, P.C.



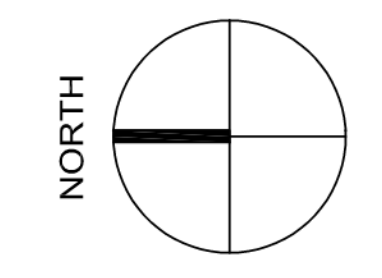
ALL REPORTS, PLANS, SPECIFICATIONS AND COMPUTER FILES RELATING TO THIS PROJECT ARE THE PROPERTY OF THE ARCHITECTURAL GROUP. THE ARCHITECTURAL GROUP RESERVES ALL COPYRIGHT, DESIGN AND OTHER RIGHTS. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTURAL GROUP. THIS DOCUMENT IS VALID ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE. THE ARCHITECTURAL GROUP AND ITS AFFILIATES SHALL BE HELD HARMLESS FROM ANY AND ALL LIABILITY, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS DOCUMENT. © 2022, The Martin Architectural Group, P.C.



1 EAST ELEVATION
LWS ELEVATIONS SCALE: 3/32"=1'-0"



2 SOUTH ELEVATION
LWS ELEVATIONS SCALE: 3/32"=1'-0"



THE MARTIN ARCHITECTURAL GROUP, P.C.
ARCHITECTS AND LAND PLANNERS
A PROFESSIONAL CORPORATION
6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
P (954) 428-1618 F (954) 428-4416

P.A.: James M. Rivello
P.M.: A. Garcia
DRAWN BY: AG, LP
PROJECT NO.: 1943-02

NO.	REVISION	DATE
1	REVISED AS PER SPT #1	06/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

ENTITLEMENT PACKAGE

UNIT PLANS
LAKE WORTH STATION
LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

SCALE: AS NOTED
DATE: 04/01/2022

UNIT PLANS
A3.02
© 2022, The Martin Architectural Group, P.C.

ALL REPORTS, PLANS, SPECIFICATIONS AND COMPUTER FILES RELATING TO THIS PROJECT ARE THE PROPERTY OF THE MARTIN ARCHITECTURAL GROUP. THE MARTIN ARCHITECTURAL GROUP RESERVES ALL RIGHTS AND IS NOT TO BE HELD RESPONSIBLE FOR ANY REPRODUCTION OF THE MATERIAL HEREON OR INFORMATION OR WITHOUT WRITTEN PERMISSION OF THE MARTIN ARCHITECTURAL GROUP. THE MARTIN ARCHITECTURAL GROUP VOLUNTARILY WAIVES THE COPYRIGHT IN THE UNITED STATES AND WILL BE SUBJECT TO LEGAL PROSECUTION.
 © 2022, The Martin Architectural Group, P.C.

THE MARTIN ARCHITECTURAL GROUP, P.C.
 ARCHITECTS AND LAND PLANNERS
 A PROFESSIONAL CORPORATION
 6810 Lyons Technology Circle, Suite 185, Coconut Creek, FL 33073
 P (954) 428-1618 F (954) 428-4416

P.A.: James M. Rivello
 P.M.: A. Garcia
 DRAWN BY: AG, LP
 PROJECT NO.: 1943-02

NO.	REVISION	DATE
1	REVISED AS PER SPT #1	06/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

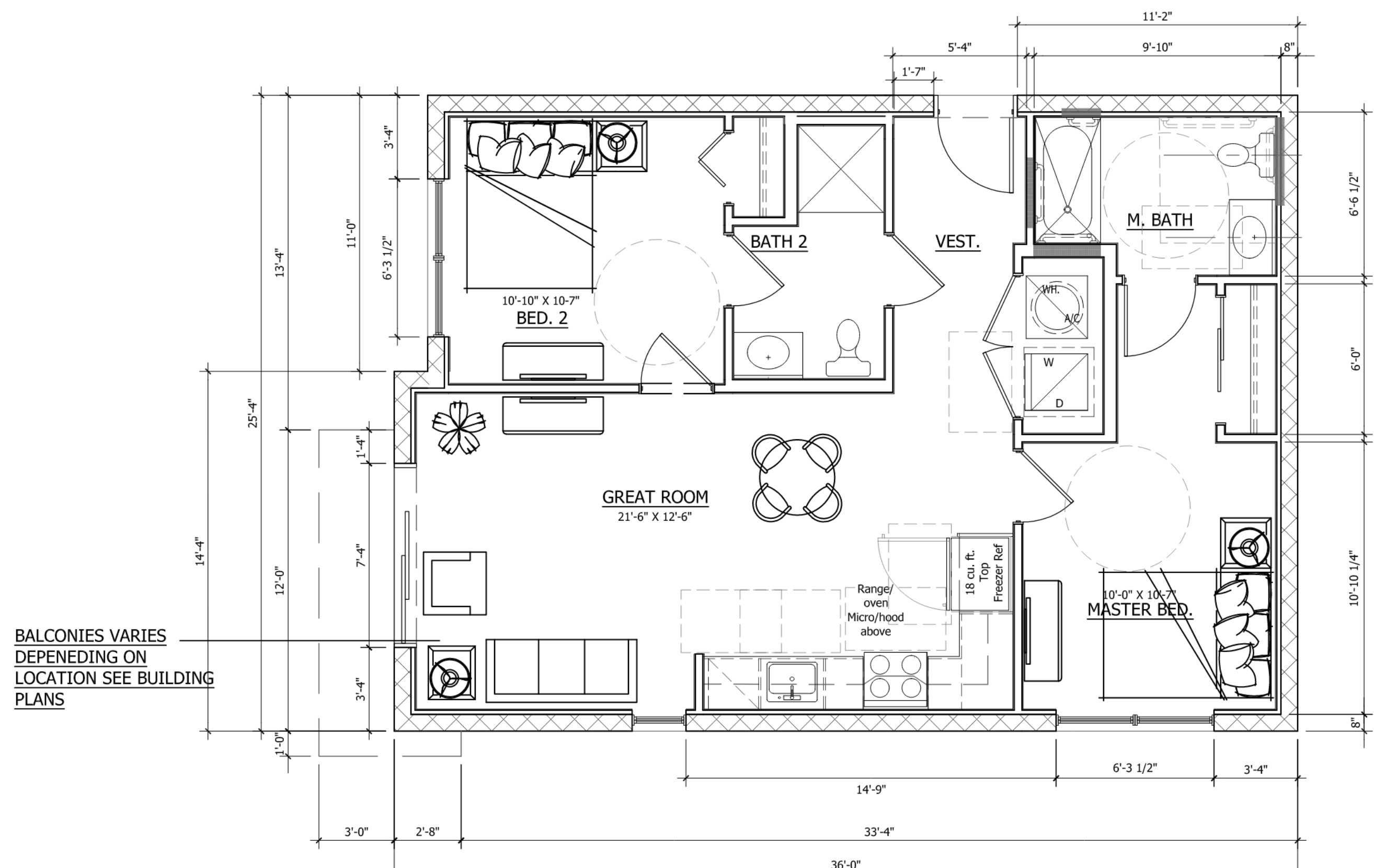
ENTITLEMENT PACKAGE

UNIT PLANS
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

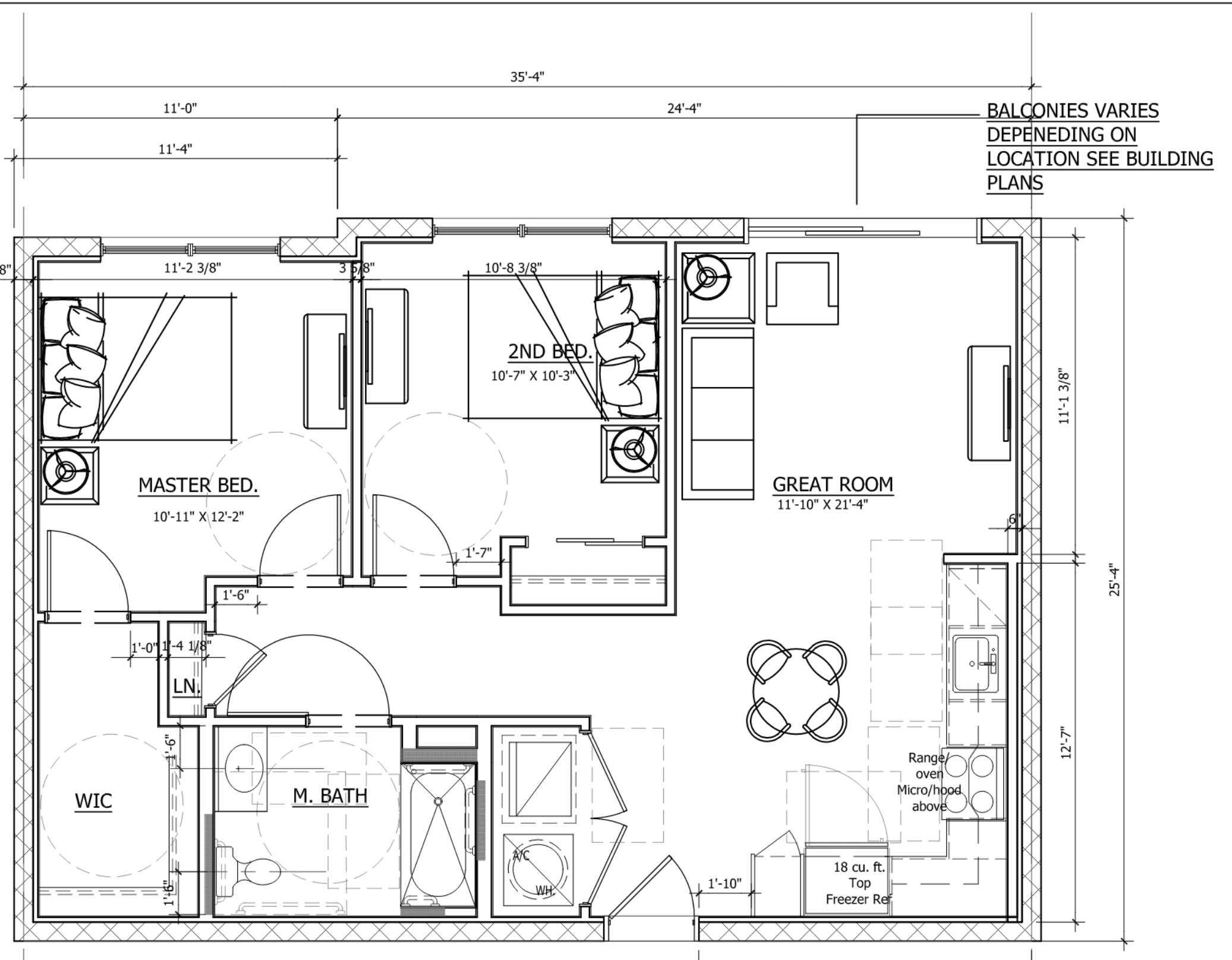
SCALE: AS NOTED
 DATE: 04/01/2022

UNIT PLANS

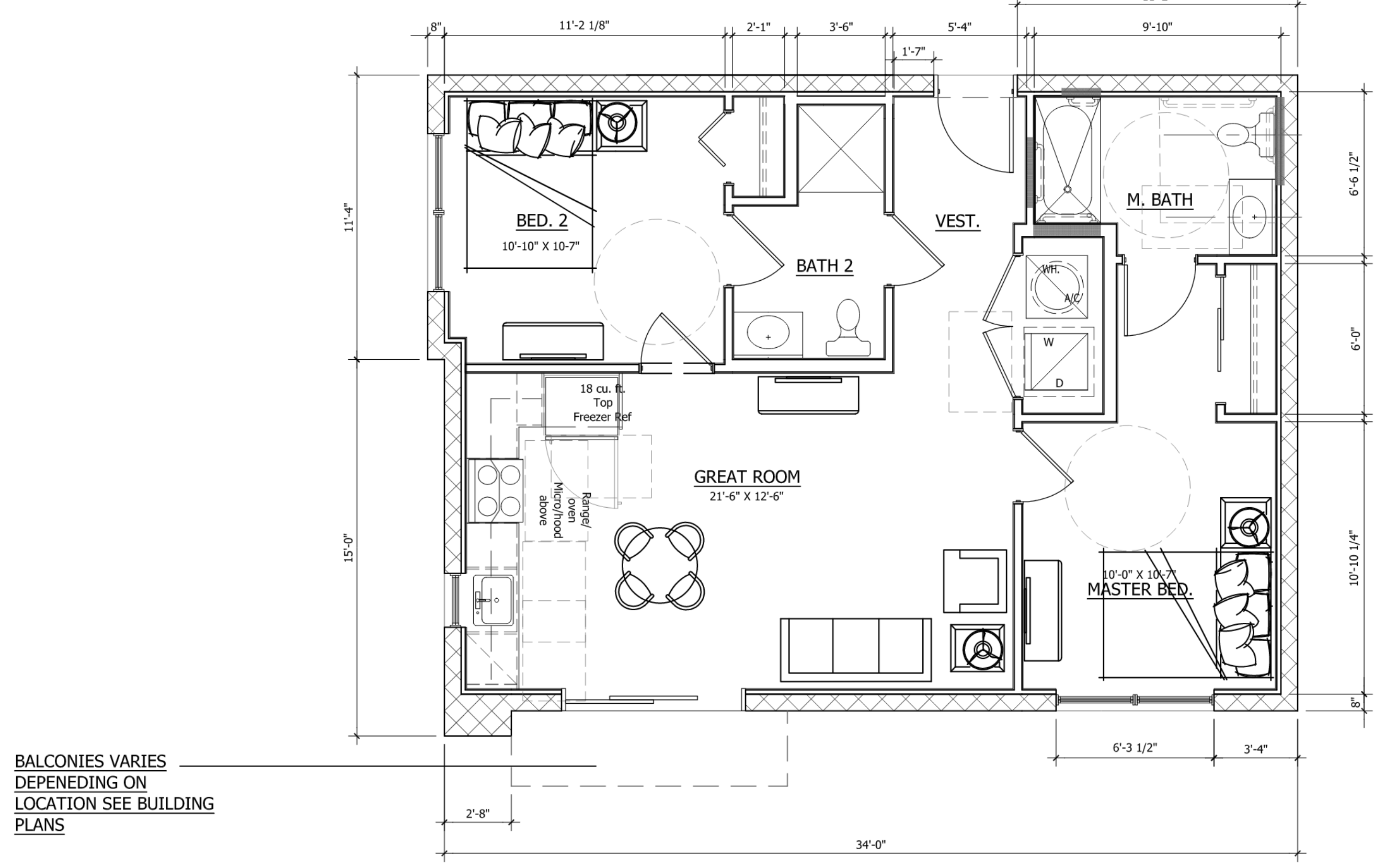
A4.01
 © 2022, The Martin Architectural Group, P.C.



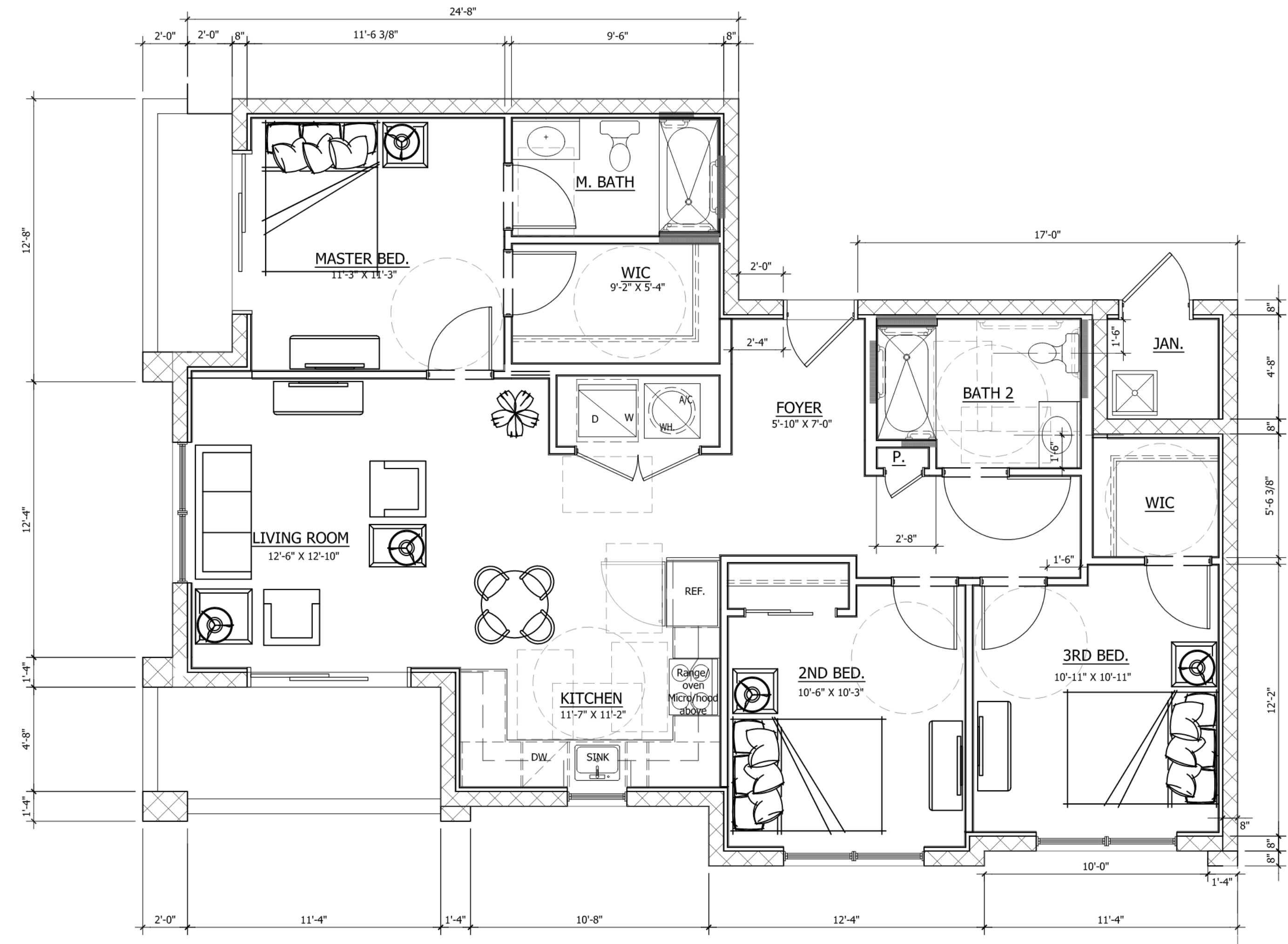
Unit A
2Bed/2b
897 SF
 ① UNIT PLAN - UNIT A 2BED/2BATH 897 a/c SQ FT
 U-A end-corner SCALE: 1/4"=1'-0"



TYPE A
2Bed/1b
888 SF
 ② UNIT PLAN - UNIT A 2BED/1BATH 888 a/c SQ FT
 U-A center SCALE: 1/4"=1'-0"



Unit D
2Bed/2b
872 SF
 ④ UNIT PLAN - UNIT D 2BED/2BATH 872 a/c SQ FT
 U-D end-corner-ALLEY SCALE: 1/4"=1'-0"



TYPE C
3Bed/2b
1,232 SF
 ③ UNIT PLAN - UNIT C 3BED/2BATH 1,232 a/c SQ FT
 U-C corner SCALE: 1/4"=1'-0"

BALCONIES VARIES DEPENDING ON LOCATION SEE BUILDING PLANS

BALCONIES VARIES DEPENDING ON LOCATION SEE BUILDING PLANS

BALCONIES VARIES DEPENDING ON LOCATION SEE BUILDING PLANS

P.A.: James M. Rivello
 P.M.: A. Garcia
 DRAWN BY: AG, LP
 PROJECT NO.: 1943-02

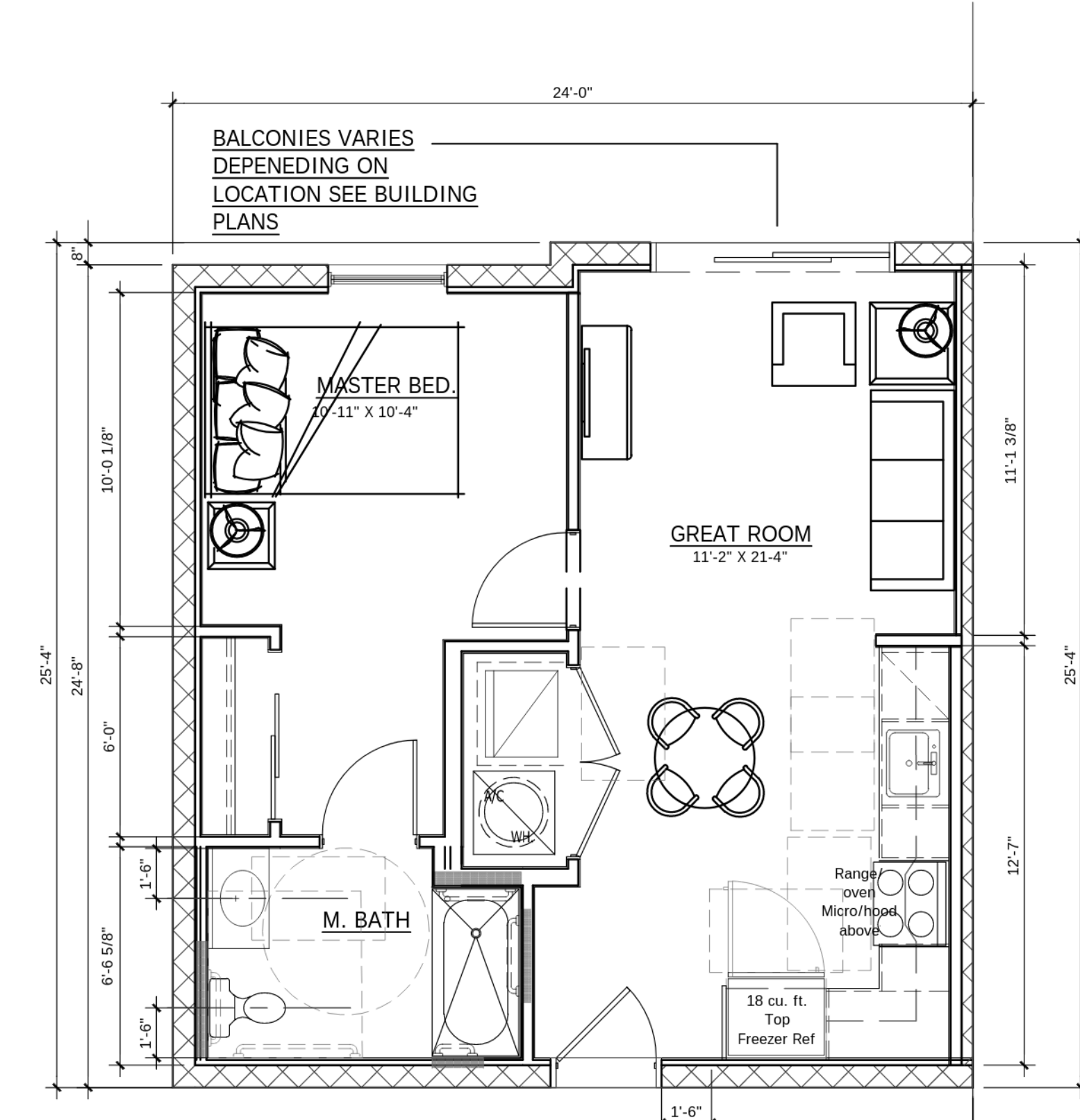
NO.	REVISION	DATE
1	REVISED AS PER SRT #1	06/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

ENTITLEMENT PACKAGE

UNIT PLANS
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

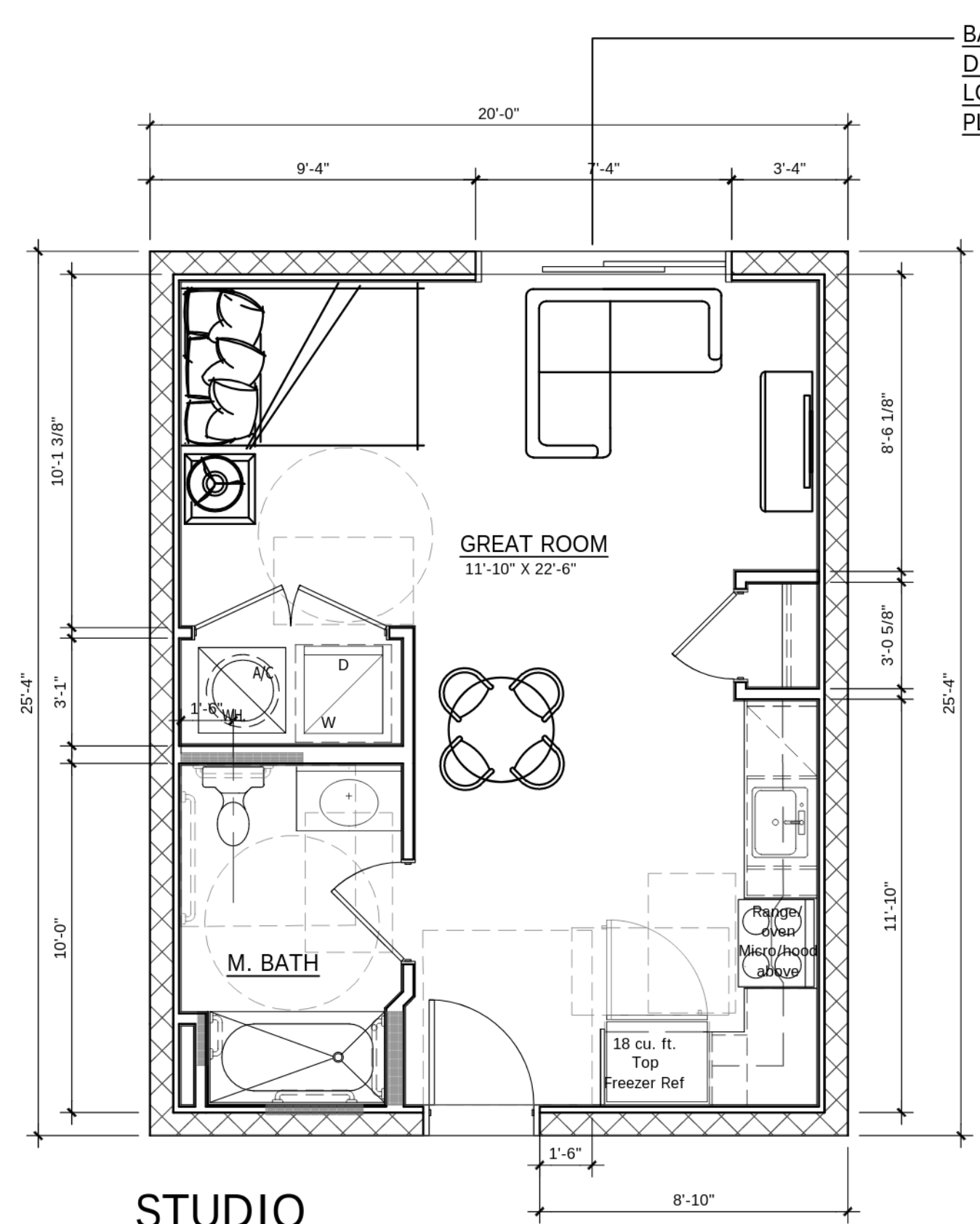
SCALE: AS NOTED
 DATE: 04/01/2022

UNIT PLANS



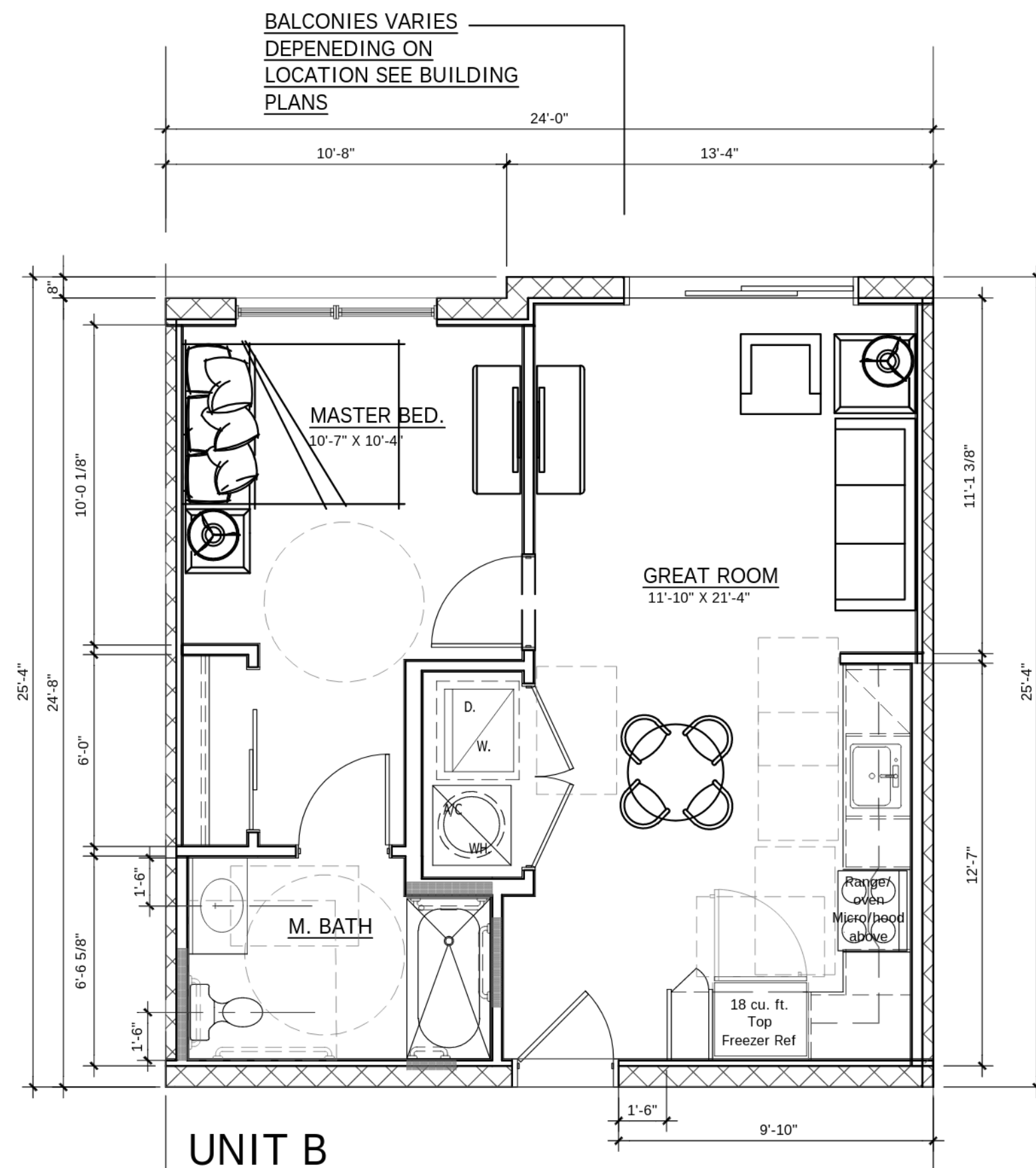
UNIT B
1Bed/1b
600 SF

1 UNIT PLAN - UNIT B 1BED/1BATH 600 a/c SQ FT
 UNIT B STAIR SCALE: 1/4"=1'-0"



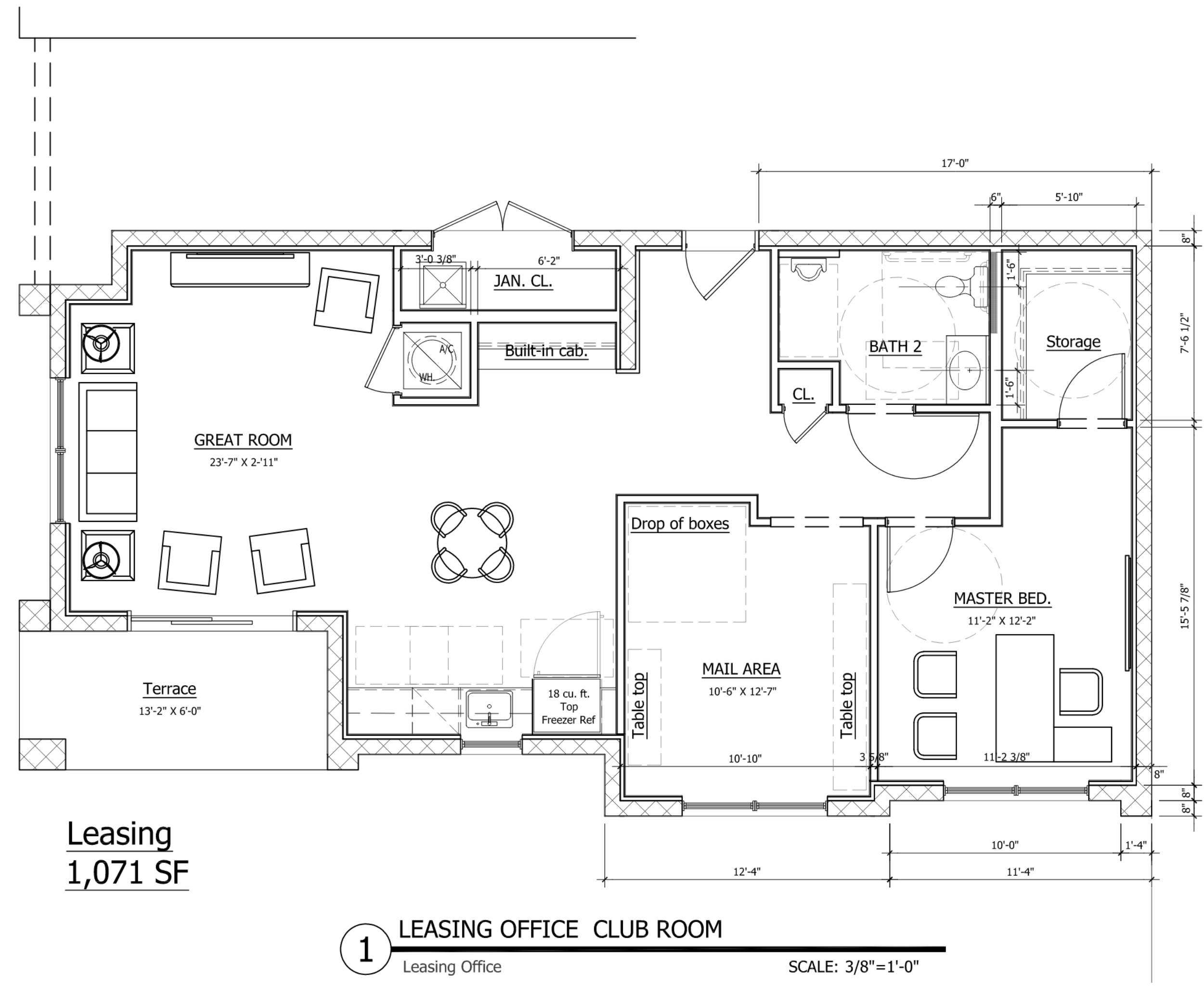
STUDIO
1Bed/1b
507 SF

3 UNIT PLAN - STUDIO UNIT 1BED/1BATH 507 a/c SQ FT
 U-B center SCALE: 1/4"=1'-0"



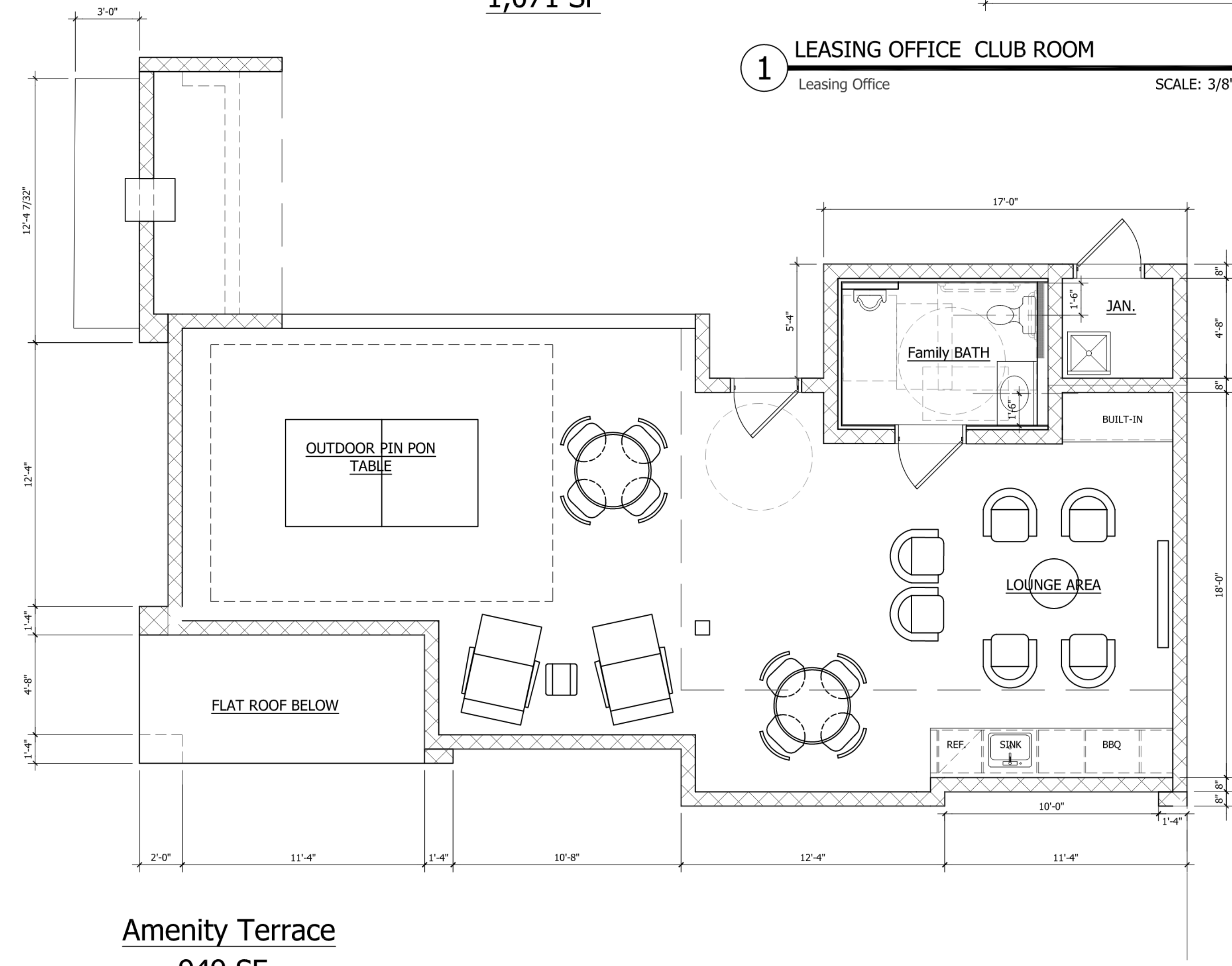
UNIT B
1Bed/1b
601 SF

2 UNIT PLAN - UNIT B 1BED/1BATH 601 a/c SQ FT
 U-B center SCALE: 1/4"=1'-0"



**Leasing
1,071 SF**

1 LEASING OFFICE CLUB ROOM
 Leasing Office SCALE: 3/8"=1'-0"



**Amenity Terrace
949 SF**

3 OPEN & COVERED TERRACE
 LWS FIFTH FLOOR SCALE: 3/8"=1'-0"

THE MARTIN ARCHITECTURAL GROUP, P.C.
 ARCHITECTS AND LAND PLANNERS
 A PROFESSIONAL CORPORATION
 6810 Lyons Technology Circle, Suite 185, Coconut Creek, FL 33073
 P (954) 428-1618 F (954) 428-4416

P.A.: James M. Rivello
 P.M.: A. Garcia
 DRAWN BY: AG, LP
 PROJECT NO.: 1943-02

NO.	REVISION	DATE
1	REVISED AS PER SPT #1	07/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

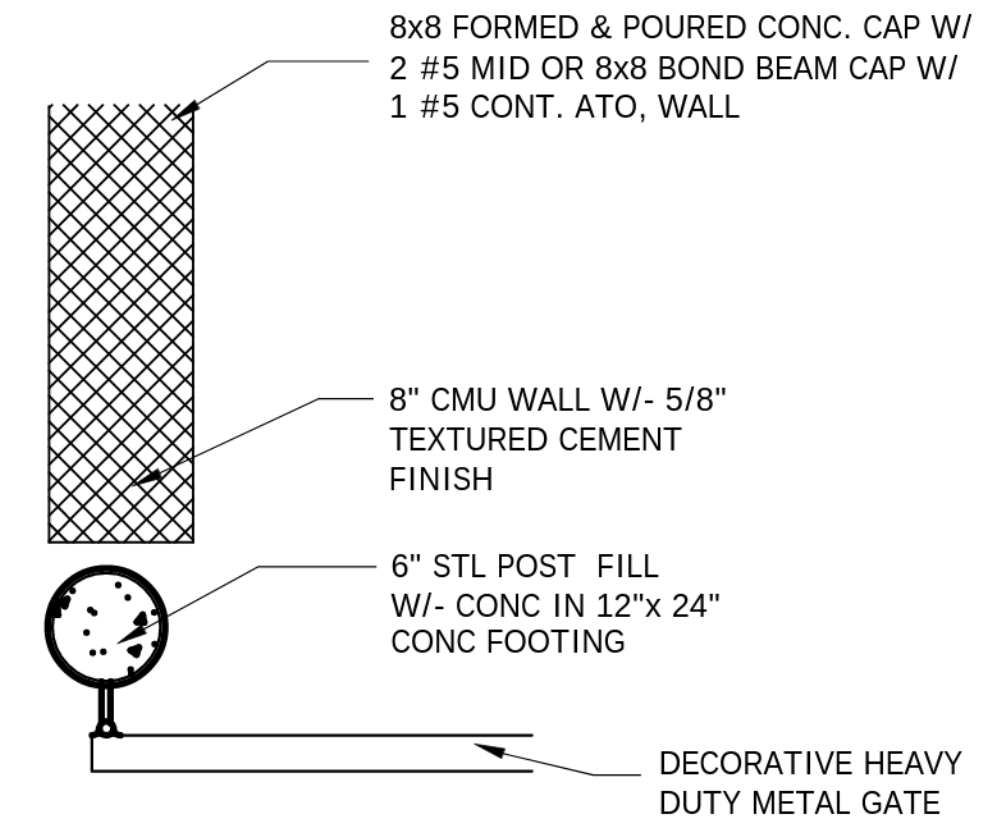
ENTITLEMENT PACKAGE

ENLARGEMENT
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

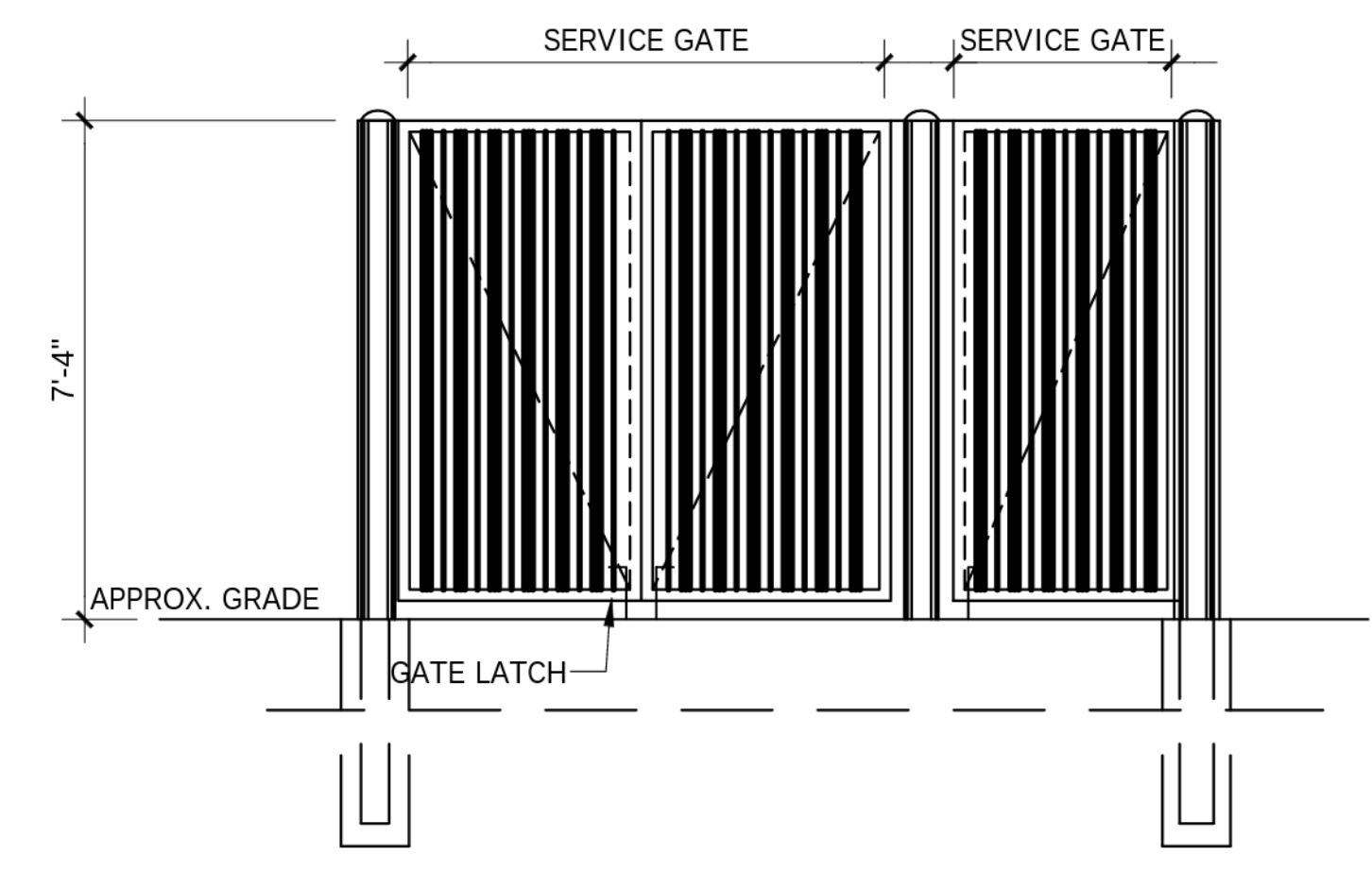
SCALE: AS NOTED
 DATE: 04/01/2022

ENLARGEMENT

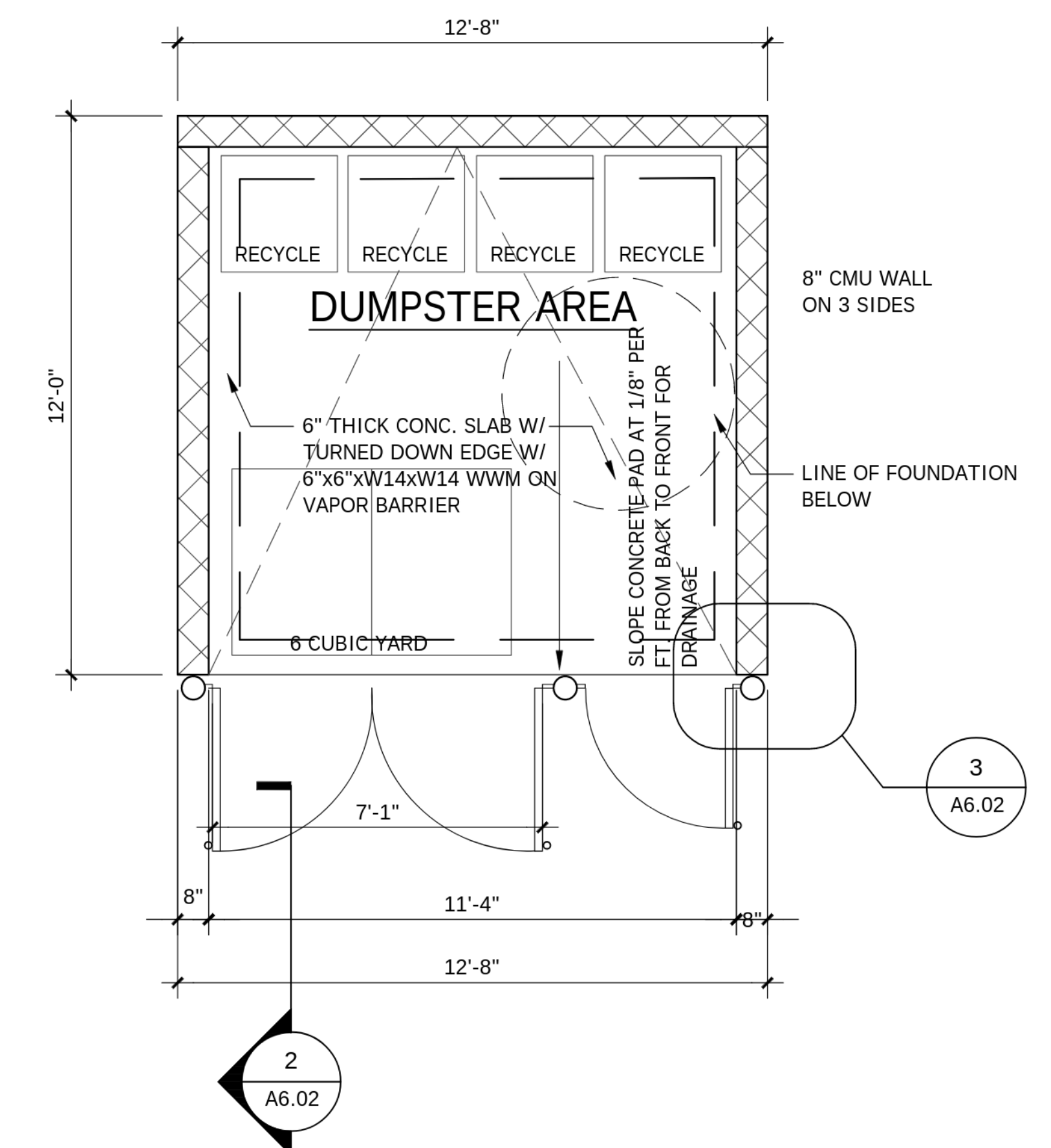
A6.01
 © 2022, The Martin Architectural Group, P.C.



3 DUMPSTER DOOR DETAIL
SCALE: NOT TO SCALE



2 DUMPSTER ELEVATION
SCALE: 3/8"=1'-0"



2 DUMPSTER FLOOR PLAN
SCALE: 3/8"=1'-0"

P.A.: James M. Riviello
P.M.: A. Garcia
DRAWN BY: AG, LP
PROJECT NO.: 1943-02

NO.	REVISION	DATE
1	REVISED AS PER SPT #1	06/15/22
2	CITY COMMISSIONERS COMMENTS	12/07/22

ENTITLEMENT PACKAGE

ENLARGEMENT
LAKE WORTH STATION
LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

SCALE: AS NOTED
DATE: 04/01/2022

ENLARGEMENT
A6.02
© 2022, The Martin Architectural Group, P.C.



LEGEND

- LARGE SHADE TREE
- MEDIUM TREE
- SMALL TREE
- LARGE PALM
- SMALL PALM
- NUMBER OF EXISTING TREE/PALM TO REMAIN OR BE RELOCATED
- HEDGE
- SHRUBS & GROUNDCOVERS
- SOD

GRAPHIC SCALE
 NORTH 0 20' 40' 80'
 Scale: 1" = 20'-0"
Sunshine State One Call
 Know what's below. Call before you dig.



LANDSCAPE ARCHITECTURE
 LAND PLANNING
 URBAN DESIGN
 2208 NE 26 TH STREET #1
 FORT LAUDERDALE, FLORIDA 33309 USA
 TEL: 954.533.8259
 www.amstudio.com
 LC2000098

Rev	Date	Description
1		
2		
3		
4		
5		
6		

Sheet Title:
ILLUSTRATIVE SITE PLAN

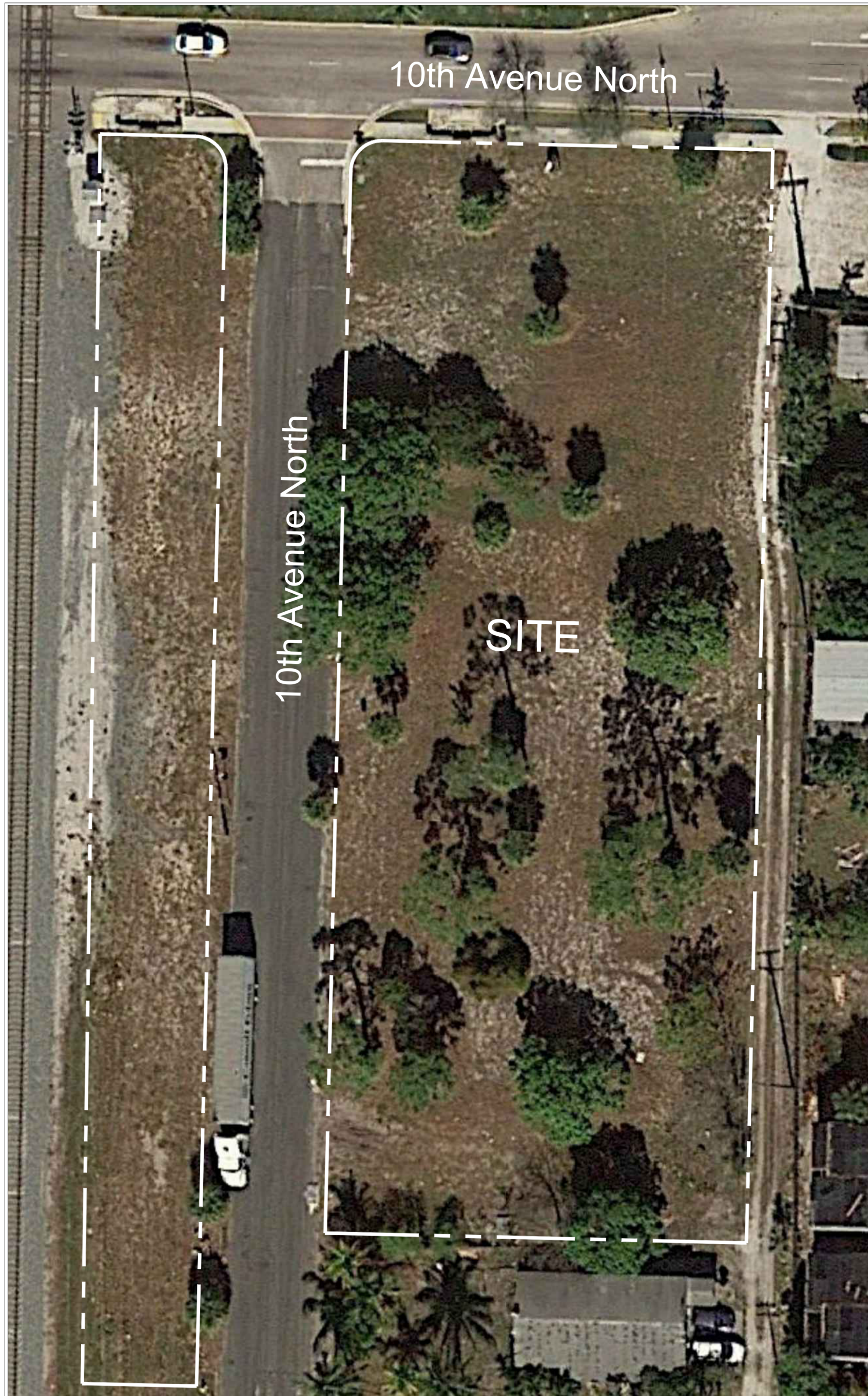
Project Name:
LAKE WORTH STATION
 10th Ave. North & North G St.
 Lake Worth, FL 33460

ANDRES MONTERO P.L.A. ASLA
 SEAL / SIGNATURE
 STATE OF FLORIDA
 REGISTRATION LA696973

Date: DECEMBER 7, 2022
 Scale: 1" = 20'-0"
 Drawn By: AEM/MEP/GMP
 Approved By: AEM
 Project No: 202206

Sheet Number:
L-00

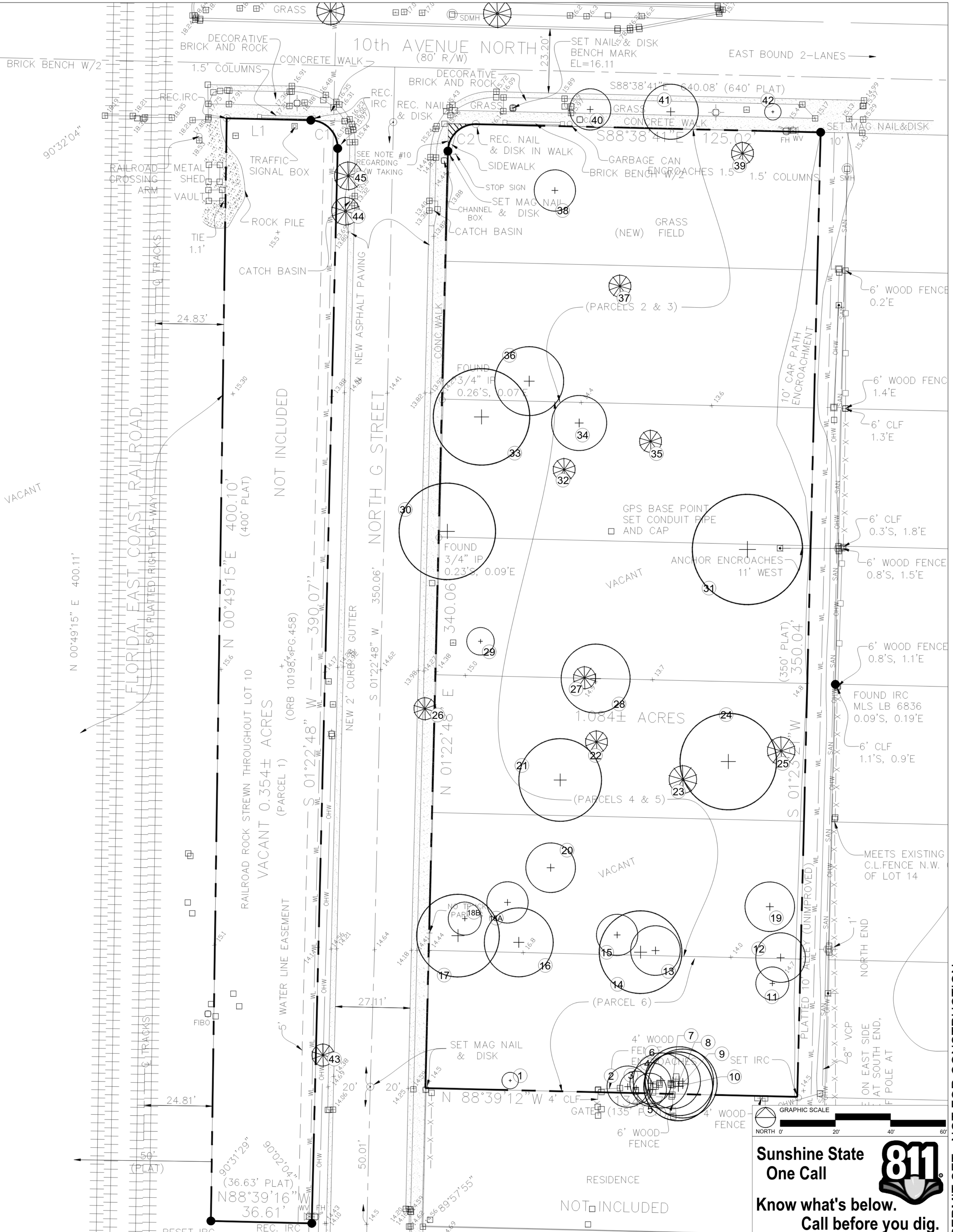
PERMIT SET - NOT FOR CONSTRUCTION



10th Avenue North

10th Avenue North

SITE



LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN
2208 NE 28 TH STREET #1
FORT LAUDERDALE, FLORIDA 33309 USA
TEL: 954.533.8259
www.amlandscape.com
LIC2000088

Rev.	Date	Description
1		
2		
3		
4		
5		
6		

Sheet Title:
SITE AERIAL & PROPERTY SURVEY

Project Name:
LAKE WORTH STATION
10th Ave. North & North G St.
Lake Worth, FL 33460

SEAL / SIGNATURE

ANDRES MONTERO P.L.A. A.S.A.
STATE OF FLORIDA
REGISTRATION LA9696973

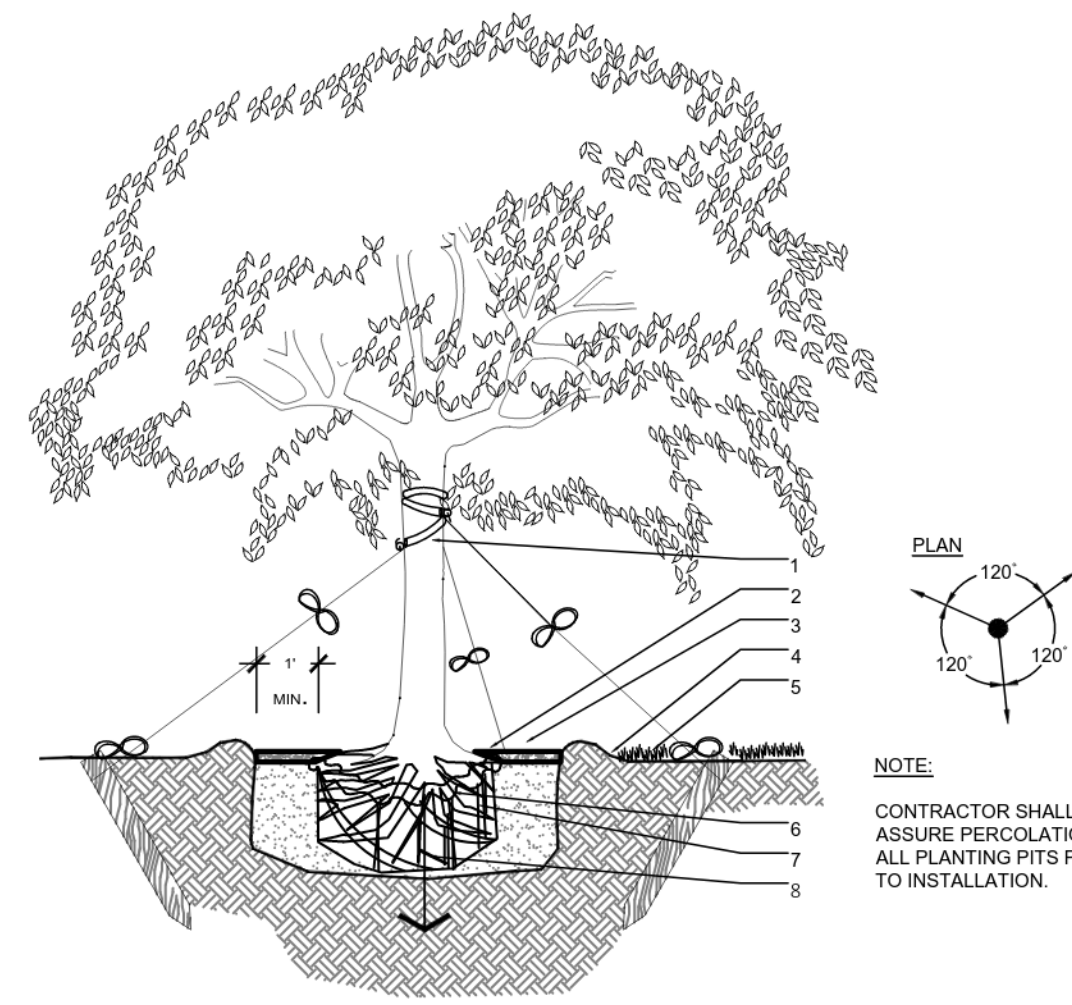
Date: DECEMBER 7, 2022
Scale: 1" = 20'-0"
Drawn By: AEM/MEP/GMP
Approved By: AEM
Project No: 202206

Sheet Number:
L-01

PERMIT SET - NOT FOR CONSTRUCTION

Sunshine State
One Call

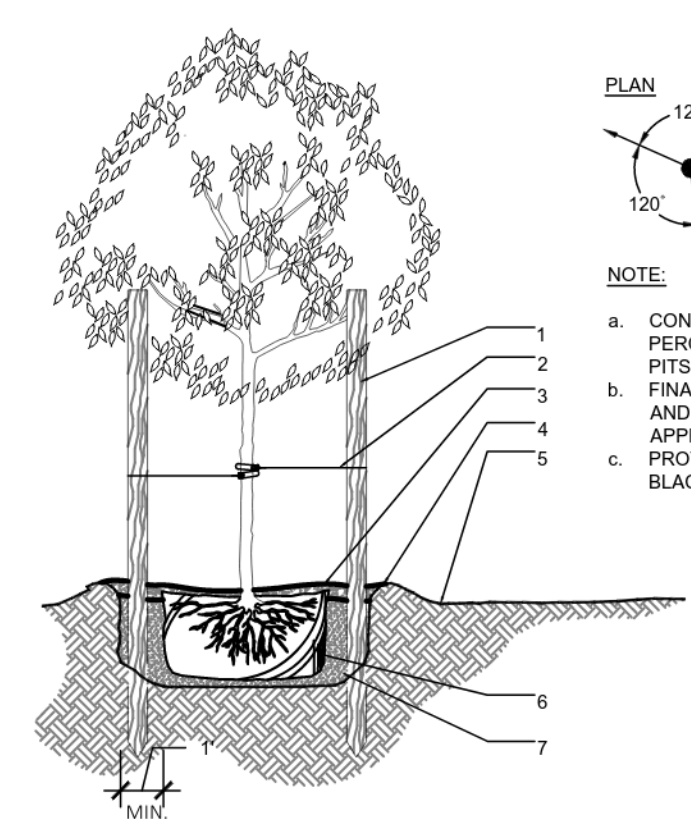
Know what's below.
Call before you dig.



NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

- LEGEND
- 2" NYLON STRAPPING WRUBBER HOSE-WRAPPED 360 AROUND TRUNK BEFORE TYING- WRAP @ LATERAL BRANCH
 - 3" MULCH AS SPECIFIED MIN. 24" FROM TRUNK
 - SOIL BERM TO HOLD WATER.
 - 2"x4"x3" STAKES BURIED 3" BELOW FINISHED GRADE.
 - FINISHED GRADE - SOD CONDITION (SEE GRADING PLAN).
 - B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
 - PREPARED PLANTING SOIL AS SPECIFIED.
 - AUGER PER SPECS FOR PERCOLATION

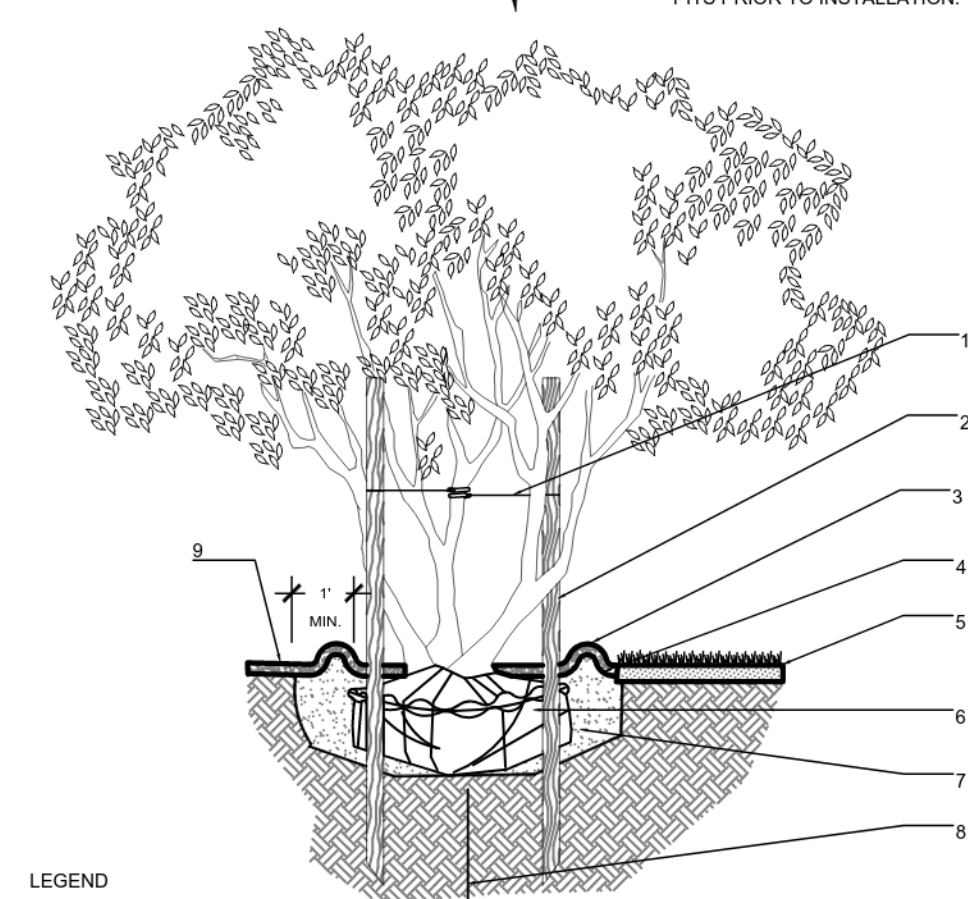
2 LARGE TREE SECTION d-Large tree.dwg SCALE: N.T.S



NOTE:
a. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
b. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY L.A.
c. PROTECT TREE TRUNK WITH BLACK RUBBER HOSE

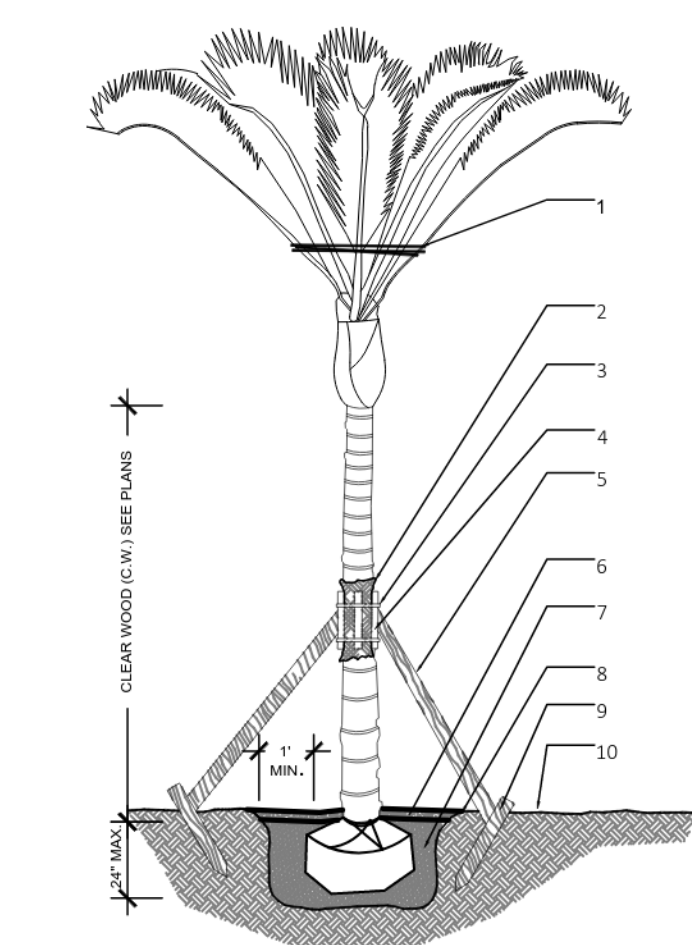
- LEGEND
- THREE 2"x4"x3" STAKES SPACE EVENLY AROUND TREE PAINTED BROWN.
 - #10 GAUGE WIRE.
 - 3" MINIMUM OF MULCH.
 - SOIL BERM TO HOLD WATER.
 - FINISHED GRADE (SEE GRADING PLAN).
 - B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
 - PREPARED PLANTING SOIL AS SPECIFIED.

3 SMALL TREE SECTION d-Small tree.dwg SCALE: N.T.S



- LEGEND
- 2" NYLON STRAPPING
 - THREE 2"x4"x3" STAKES
 - 3" MULCH AS SPECIFIED
 - SOIL BERM TO HOLD WATER.
 - FINISHED GRADE - SOD CONDITION (SEE GRADING PLAN).
 - B&B OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOT BALL REQUIREMENTS).
 - PREPARED PLANTING SOIL AS SPECIFIED
 - AUGER PER SPECS FOR PERCOLATION
 - MULCH CONTINUES - SHRUB BED CONDITION

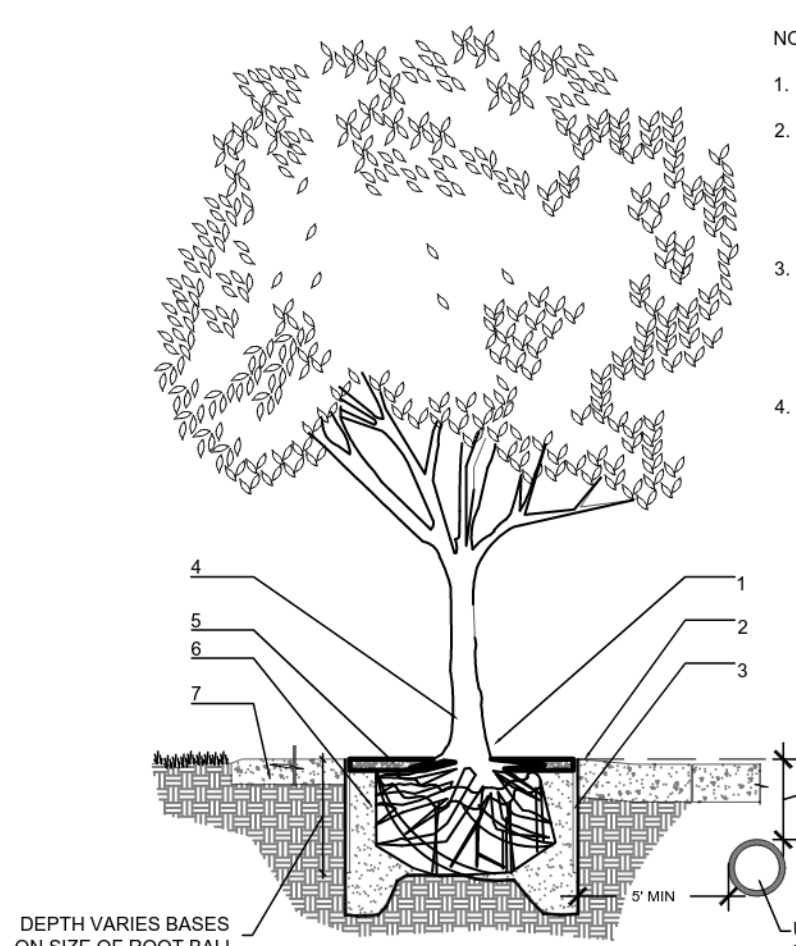
4 MULTI-TRUNK TREE SECTION d-Multi-trunk tree.dwg SCALE: N.T.S



NOTES:
1. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY LANDSCAPE ARCHITECT
2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

- LEGEND
- PRUNE AND TIE FRONDS WITH HEMP TWINE.
 - TWO LAYERS OF BURLAP TO PROTECT TRUNK.
 - TWO STEEL BANDS TO SECURE BATTONS.
 - THREE 2" X 4" X 18" WOOD BATTONS.
 - 3"x4" X 4" LUMBER POLE BRACES. NAIL (DRILL AND NAIL IF NECESSARY) TO BATTONS & 2" X 4" STAKES. FLAG AT MIDPOINT.
 - 3" MIN. MULCH- SEE SPECIFICATIONS.
 - PREPARED PLANTING SOIL AS SPECIFIED. PALMS SHALL BE PLANTED WITH THE TOP OF ROOTBALL AT FINISHED GRADE.
 - BERM SOIL TO HOLD WATER.
 - 2" X 4" X 3" WOOD STAKES.
 - FINISH GRADE

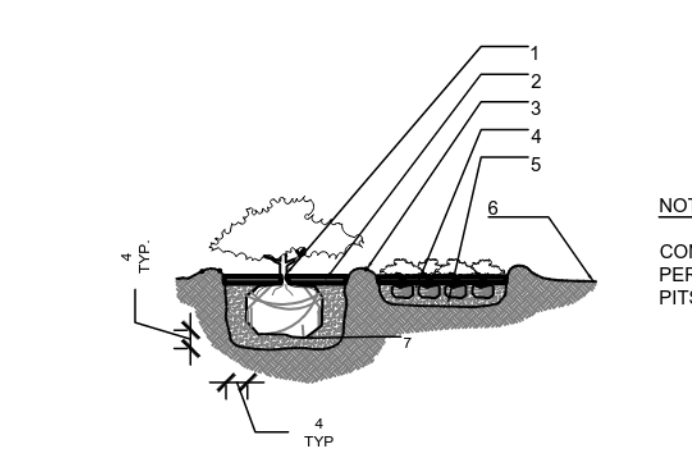
5 SMALL PALM SECTION d-Small palm.DWG SCALE: N.T.S



NOTES
1. ALL ROOT BARRIERS SHALL BE 5" MINIMUM FROM ALL CITY FACILITIES.
2. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH CITY AND INSPECTED BY CITY PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
3. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY BIOBARRIER.
4. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

- LEGEND
- SET ROOT-TRUNK COLLAR FLUSH 1" ABOVE FINISHED GRADE.
 - SIDEWALK OR PAVERS.
 - 18" ROOT BARRIER. EXTEND A MINIMUM 6" IN BOTH DIRECTION FROM THE CENTERLINE OF THE TREES.
 - CENTER TREE IN PLANTER OPENING.
 - MULCH.
 - BACKFILL WITH TOPSOIL OR AMENDED TOPSOIL.
 - CONCRETE SIDEWALK.

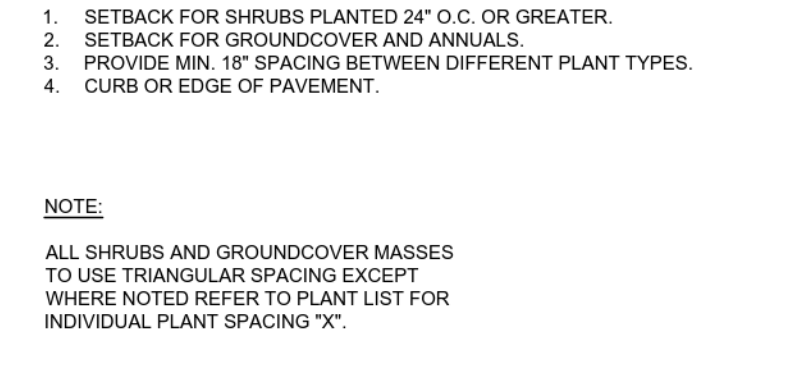
6 ROOT BARRIER INSTALLATION d-2006-Root barrier.dwg SCALE: N.T.S



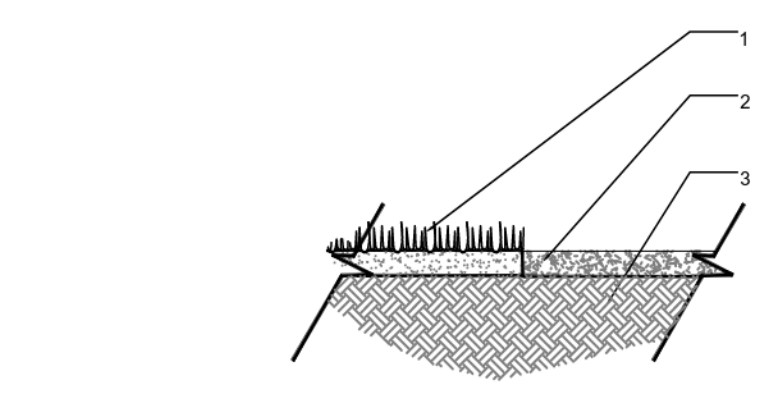
NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

- LEGEND
- PLANT MATERIAL SHALL BE PLANTED 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOT BALL.
 - 3" MINIMUM OF MULCH
 - SOIL BERM TO HOLD WATER
 - MINIMUM DEPTH OF 12" PLANTING SOIL FOR GROUNDCOVER BED
 - EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
 - FINISHED GRADE (SEE GRADING PLAN)
 - PREPARED PLANTING SOIL AS SPECIFIED.
- NOTE: WHEN GROUNDCOVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE EXCAVATED TO RECEIVE PLANTING SOIL & PLANT MATERIAL, UNLESS NOTED OTHERWISE.

7 SHRUBS & GROUNCOVERS SECTION d-Shrubs and groundcovers.DWG SCALE: N.T.S



8 TYPICAL PLANT SPACING SECTION d-Typical spacing.DWG SCALE: N.T.S



- LEGEND
- SOD PROVIDE CLEAN, SMOOTH EDGE BETWEEN SOD AND MULCHED AREAS.
 - 3" DECORATIVE MULCH. (SEE SPECIFICATIONS)
 - PLANTING SOIL (FINE RAKED AND FREE OF WEEDS AND OTHER DELETERIOUS MATERIALS. SEE SPECIFICATIONS)

9 MULCH SECTION d-Mulch.DWG SCALE: N.T.S

GENERAL NOTES

- Before construction begins, the Landscape Contractor is responsible for locating all underground utilities and must avoid damaging any services during construction. If any damage occurs by fault of the Contractor, the necessary repairs must take place at the Landscape Contractor's expense and under the supervision of the Owner's representative.
- All proposed trees and plant materials shall be graded as Nursery Grade Florida No. 1 or better as outlined by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry "Grades and standards for Nursery Plants", most current edition. All planting shall be done in accordance with the Florida Nurserymen's and Grower's Association approved practices.
- In addition to these requirements the Landscape Contractor shall comply with all local landscape codes and requirements as part of this base bid and contract in order to satisfy the review and approval of the governing agency.
- All screening hedges shall be planted and maintained in a way that they form a continuous visual screen. Screening hedges at VUA to be maintained at a minimum height of thirty (30) inches.
- All planting beds shall be excavated to a minimum depth of twenty-four (24") inches and backfilled with a suitable soil. All plant material shall be planted in planting soil that is delivered to the site in a loose, clean and friable condition. The planting soil shall be the approximate proportions as follows: 50% sand and 50% organic material consisting of native peat, well-decomposed sawdust, leaf mold and top soil. It shall provide a good pliable and thoroughly mixed medium with adequate aeration, drainage and water-holding capacity. It shall also be free of all extraneous debris, such as roots, stones, weeds, etc.
- All trees/palms and shrubs shall be fertilized with "Agriform" 20-10-5 planting tablets as per the manufacturers specifications at the time of installation and prior completion of pit backfilling also in conjunction with note #5. Tablets to be placed uniformly around the root mass at a depth that is between the middle and bottom of root mass at an application rate of: One (1) - 21 gram tablet for 1 gal container, two (2)- tablets for 3 gal container, three (3)- tablets for 5 gal container, four (4)-tablets for 7 gal container, three (3)-tablets for each 1/2 inch of tree caliper, and seven (7) tablets for palms. Ground Cover areas shall receive fertilization with "Ozmocote" time release fertilizer as per manufacturer's specification.
- All plant beds shall receive a 3" layer of organic mulch, which is to be watered-in after installation. Mulch should be at least six (6) inches away from any portion of a structure or tree trunk and three (3) inches away from the base of shrubs. Only environmental friendly mulch shall be approved, Cypress mulch shall not be accepted.
- All plant material shall be thoroughly watered in at the time of planting and until landscape material is established. No dry material shall be permitted.
- The plant material schedule is presented for the convenience of the Landscape Contractor. In the event of a discrepancy between the plan and the plant key, the plan shall prevail.
- Plants shall meet size, container, and spacing specifications. Any material not meeting specifications shall be removed and replaced at the contractor's expense.
- All tree and shrub locations shall be approved by Landscape Architect prior to planting.
- The Landscape Contractor shall grade planting beds, as required, to provide positive drainage and promote optimum plant growth.
- The Landscape Contractor shall be responsible for examining fully both the site and bid documents. Discrepancies in the documents or the actual site conditions shall be reported to the Landscape Architect in writing at the time of bidding or discovery. No account shall be made after contract completion for failure by the Landscape Contractor to report such condition or for errors on the part of the Landscape Contractor at the time of bidding.
- The Landscape Contractor shall be responsible for securing all necessary applicable permits and licenses to perform the work set forth in this plan set and the specifications.
- Plant material shall be bid as specified unless unavailable, at which time the Landscape Architect shall be notified in writing of intended changes.
- All questions concerning the plan set and/or specifications shall be directed to the Landscape Architect.
- There shall be no additions, deletions or substitutions without written approval of the Landscape Architect.
- The Landscape Contractor shall guarantee, in writing, plant survivability. Trees and palms for twelve (12) months, shrubs and groundcovers for ninety (90) days and sod for sixty (600) days from final acceptance by the Owner or Owner's representative.
- All dimensions to be field-checked by the Landscape Contractor prior to landscape material installation. Discrepancies shall be reported immediately to the Landscape Architect.
- All materials must be as specified on the landscape plan. If materials or labor do not adhere to specifications, they will be rejected by the Landscape Architect with proper installation carried out by the Landscape Contractor at no additional cost.
- Existing sod shall be removed as necessary to accommodate new plantings
- All existing trees on site shall be protected from damage during construction - See existing tree protection fence detail.
- Any existing landscape and hardscape areas that are unnecessarily disturbed during the landscape installation shall be restored to original conditions by the Landscape Contractor.
- The Landscape Contractor will be responsible for the collection, removal, and proper disposal of any and all debris generated during the installation of this project.
- All landscape areas to have a positive drainage away from buildings and structures. Finished grade of landscape areas to be at or below the grade of adjacent sidewalks, slabs or VUA
- Trees installed within 5' of a utility easement, underground utilities or any public infrastructure shall utilize a root barrier system.

IRRIGATION NOTES:

- All landscape areas shall be provided with a fully automatically operated irrigation system. Irrigation system shall provide complete coverage of all plant materials. this system should have rain sensor and should automatically shut off when raining. Irrigation system to comply with applicable jurisdictional requirements.
- Irrigation system to use potable water.

GRAPHIC SCALE
NORTH 0' 20' 40' 60'

Sunshine State One Call
Know what's below. Call before you dig.

811



LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN
2209 NE 14th STREET #1
FORT LAUDERDALE, FLORIDA 33305 USA
TEL: 854.533.8259
www.andresmontero.com
L2000008

By:									
Description:									
Rev. Date:	1	2	3	4	5	6			

LANDSCAPE DETAILS & GENERAL NOTES

LAKE WORTH STATION
10th Ave. North & North G St.
Lake Worth, FL 33460

Project Name:
Project No.: 202206
Date: DECEMBER 7, 2022
Scale: 1" = 20'-0"
Drawn By: AEM/MEP/GMP
Approved By: AEM
Project No.: 202206

SEAL / SIGNATURE
ALL DESIGNS AND DETAILS ON THIS DRAWING ARE THE PROPERTY OF ANDRES MONTERO LANDSCAPE ARCHITECTURE, LLC AND SHALL NOT BE USED, COPIED OR REPRODUCED WITHOUT WRITTEN PERMISSION FROM ANDRES MONTERO LANDSCAPE ARCHITECTURE, LLC.

STATE OF FLORIDA
REGISTRATION LAL069073

Sheet Number:
L-04

PERMIT SET - NOT FOR CONSTRUCTION



April 26, 2022

Bryan G. Kelley, P.E.
Simmons & White, Inc.
2581 Metrocentre Blvd, Suite 3
West Palm Beach, FL 33407

**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

**RE: Lake Worth Station
Project #: 220410
Traffic Performance Standards (TPS) Review**

Dear Mr. Kelley:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated March 31, 2022, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

**Palm Beach County
Board of County
Commissioners**

- Robert S. Weinroth, Mayor
- Gregg K. Weiss, Vice Mayor
- Maria G. Marino
- Dave Kerner
- Maria Sachs
- Melissa McKinlay
- Mack Bernard

Municipality:	Lake Worth Beach
Location:	SEC of 10 th Avenue N and N G Street
PCN:	38-43-44-21-15-274-0080 (additional PCNs in file)
Access:	One full access driveway connection onto N G Street and one right-in/right-out access driveway connection onto 10 th Avenue N <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
Existing Uses:	Vacant
Proposed Uses:	Multi-Family Residential= 81 DUs
New Daily Trips:	441
New Peak Hour Trips:	29 (8/21) AM; 36 (22/14) PM
Build-out:	December 31, 2026

County Administrator

Verdenia C. Baker

Based on our review, the Traffic Division has determined the proposed development is located within the Coastal Residential Exception Area; therefore, the project is exempt from the TPS of Palm Beach County.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the City after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

*"An Equal Opportunity
Affirmative Action Employer"*



Bryan G. Kelley, P.E.
April 26, 2022
Page 2

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email HAkif@pbcgov.org.

Sincerely,

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:cw

ec:

Erin Fitzhugh Sita, AICP, Assistant Director-Planning, Zoning, & Preservation Community Sustainability Department, City of Lake Worth Beach
Quazi Bari, P.E., PTOE, Manager -- Growth Management, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HAMUNICIPALITIES\APPROVALS\2022\220410 - LAKE WORTH STATION.DOCX;

SIMMONS & WHITE
2581 Metrocentre Blvd. W, Suite 3 West Palm Beach, Florida 33407
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452



INSIGNIFICANT TRAFFIC IMPACT STATEMENT

LAKE WORTH STATION LAKE WORTH BEACH, FLORIDA

Prepared for:

Bridge Holding LLC
10135 SW 75th Place
Miami, Florida 33156

Job No. 22-039

Date: March 31, 2022



Bryan G. Kelley, P.E.
FL Reg. No. 74006

TABLE OF CONTENTS

1.0	SITE DATA	2
2.0	PURPOSE OF STUDY.....	2
3.0	TRAFFIC GENERATION	3
4.0	RADIUS OF DEVELOPMENT INFLUENCE	3
5.0	TEST 1 BUILD-OUT ANALYSIS.....	4
6.0	TEST 2 BUILD-OUT ANALYSIS.....	4
7.0	SITE RELATED IMPROVEMENTS.....	4
8.0	CONCLUSION	4

1.0 SITE DATA

The subject parcel is located in the southeast corner of 10th Avenue North and N. G Street in the City of Lake Worth Beach, Florida and contains approximately 1.08 acres. The Property Control Numbers (PCN) for the subject parcel may be summarized as follows:

38-43-44-21-15-274-0080	38-43-44-21-15-274-0070
38-43-44-21-15-274-0040	38-43-44-21-15-274-0020

The proposed plan of development on the currently unimproved parcel is to consist of 81 multifamily dwelling units with a build out of 2026. Site access is proposed via a full access driveway connection to N. G Street and a right in, right out only driveway connection to 10th Avenue North. For additional information concerning site location and layout, refer to the Site Plan.

Note the project is located within the Coastal Residential Exception Area and is therefore exempt from traffic concurrency. The traffic study is prepared for informational purposes.

2.0 PURPOSE OF STUDY

This study will analyze the proposed development's impact on the surrounding major thoroughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards. The Traffic Performance Standards state that a Site Specific Development Order for a proposed project shall meet the standards and guidelines outlined in two separate "Tests" with regard to traffic performance.

Test 1, or the Build-Out Test, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. This Test 1 analysis consists of two parts and no project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Parts One and Two of Test 1. Part One – Intersections, requires the analysis of major intersections, within or beyond a project's radius of development influence, where a project's traffic is significant on a link within the radius of development influence. The intersections analyzed shall operate within the applicable threshold associated with the level of analysis addressed. Part Two – Links, compares the total traffic in the peak hour, peak direction on each link within a project's radius of development influence with the applicable LOS "D" link service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis period.

2.0 PURPOSE OF STUDY (CONT.)

This test requires analysis of links and major intersections as necessary within or beyond the radius of development influence, where a project's traffic is significant on a link within the radius of development influence.

This analysis shall address the total traffic anticipated to be in place at the end of the build out year. This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

3.0 TRAFFIC GENERATION

The traffic to be generated by the proposed development has been calculated in accordance with the traffic generation rates listed in the ITE Trip Generation Manual, 10th Edition and rates published by the Palm Beach County Engineering Traffic Division. Table 1 shows the proposed daily traffic generation in trips per day (tpd). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, as peak hour trips (pht). The traffic generated by the proposed development may be summarized as follows:

Proposed Development

Daily Traffic Generation	=	441 tpd
AM Peak Hour Traffic Generation (IN/OUT)	=	29 pht (8 In/21 Out)
PM Peak Hour Traffic Generation (IN/OUT)	=	36 pht (22 In/14 Out)

4.0 RADIUS OF DEVELOPMENT INFLUENCE

Based on Table 12.B.2.D-7 3A of the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards, for a net trip generation of 36 peak hour trips, the development of influence shall be one-half mile.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than 1% of the LOS "D" of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "D" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-1 1A: LOS "D" Link Service Volumes.

For Test 2, a project must address those links within the radius of development influence on which its net trips are greater than 3% of the LOS "E" of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "E" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-4 2A: LOS "E" Link Service Volumes.

5.0 TEST 1 BUILD-OUT ANALYSIS

Test 1, or the Build-Out Analysis, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. The trip distribution percentages are shown in Tables 4 and 5. Tables 4 and 5 indicate the project's assignment is less than 1% of the applicable LOS "D" threshold and is insignificant for all links within the project's radius of development influence. This project therefore meets the requirements of Test 1.

6.0 TEST 2 BUILD-OUT ANALYSIS

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis Period. Tables 6 and 7 show the project's net trip generation is less than 3% of the applicable LOS "E" threshold for all links within the project's radius of development influence. This project therefore meets the requirements of Test 2.

7.0 SITE RELATED IMPROVEMENTS

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 2 and 3 and may be summarized as follows:

**DIRECTIONAL
DISTRIBUTION
(TRIPS IN/OUT)**

AM = 8 / 21
PM = 22 / 14

As previously mentioned, site access is proposed via a full access driveway connection to N. G Street and a right in, right out only driveway connection to 10th Avenue North. Based on the Palm Beach County Engineering Guidelines used in determining the need for turn lanes of 75 right turns or 30 left turns in the peak hour, no turn lanes are not warranted or recommended.

8.0 CONCLUSION

The proposed development has been estimated to generate 441 trips per day, 29 AM peak hour trips, and 36 PM peak hour trips at project build-out in 2026. A brief review of the roadway links within the project's radius of development influence reveals the proposed development will have an insignificant project assignment and will therefore meet the requirements of the Palm Beach County Traffic Performance Standards.

LAKE WORTH STATION

03/30/2022

PROPOSED DEVELOPMENT

TABLE 1 - Daily Traffic Generation

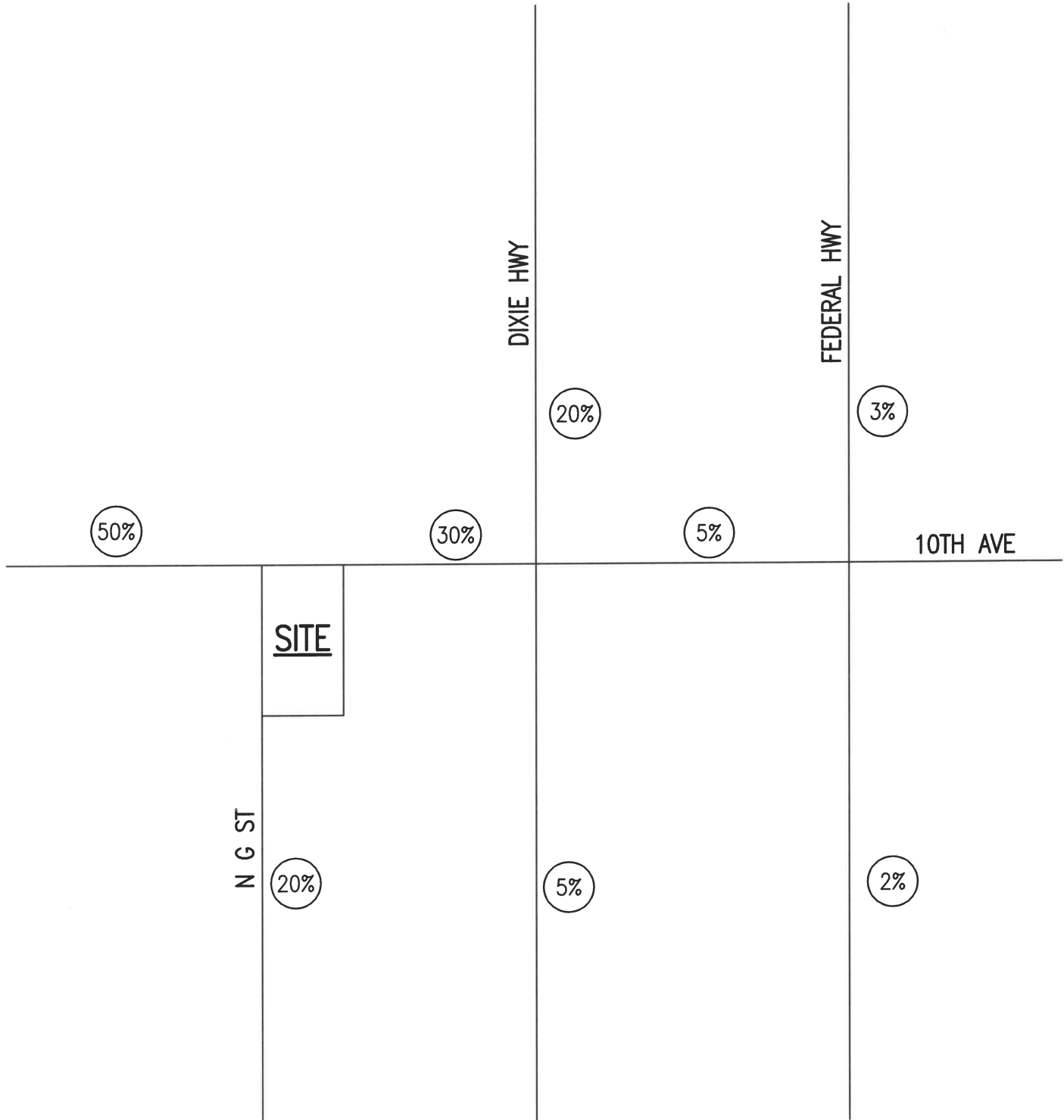
Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips	Internalization			External Trips	Pass-by		Net Trips
				In	Out		%	Total			%	Trips	
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	81	Dwelling Units	5.44			441		0	441	0%	0	441
Grand Totals:							441	0.0%	0	441	0%	0	441

TABLE 2 - AM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips			
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total	
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	81	Dwelling Units	0.36	0.26	0.74	8	21	29	0.0%	0	0	0	8	21	29	0%	0	8	21	29
Grand Totals:							8	21	29	0.0%	0	0	0	8	21	29	0%	0	8	21	29

TABLE 3 - PM Peak Hour Traffic Generation

Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips			Internalization				External Trips			Pass-by		Net Trips			
				In	Out	In	Out	Total	%	In	Out	Total	In	Out	Total	%	Trips	In	Out	Total	
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	81	Dwelling Units	0.44	0.61	0.39	22	14	36	0.0%	0	0	0	22	14	36	0%	0	22	14	36
Grand Totals:							22	14	36	0.0%	0	0	0	22	14	36	0%	0	22	14	36



LEGEND

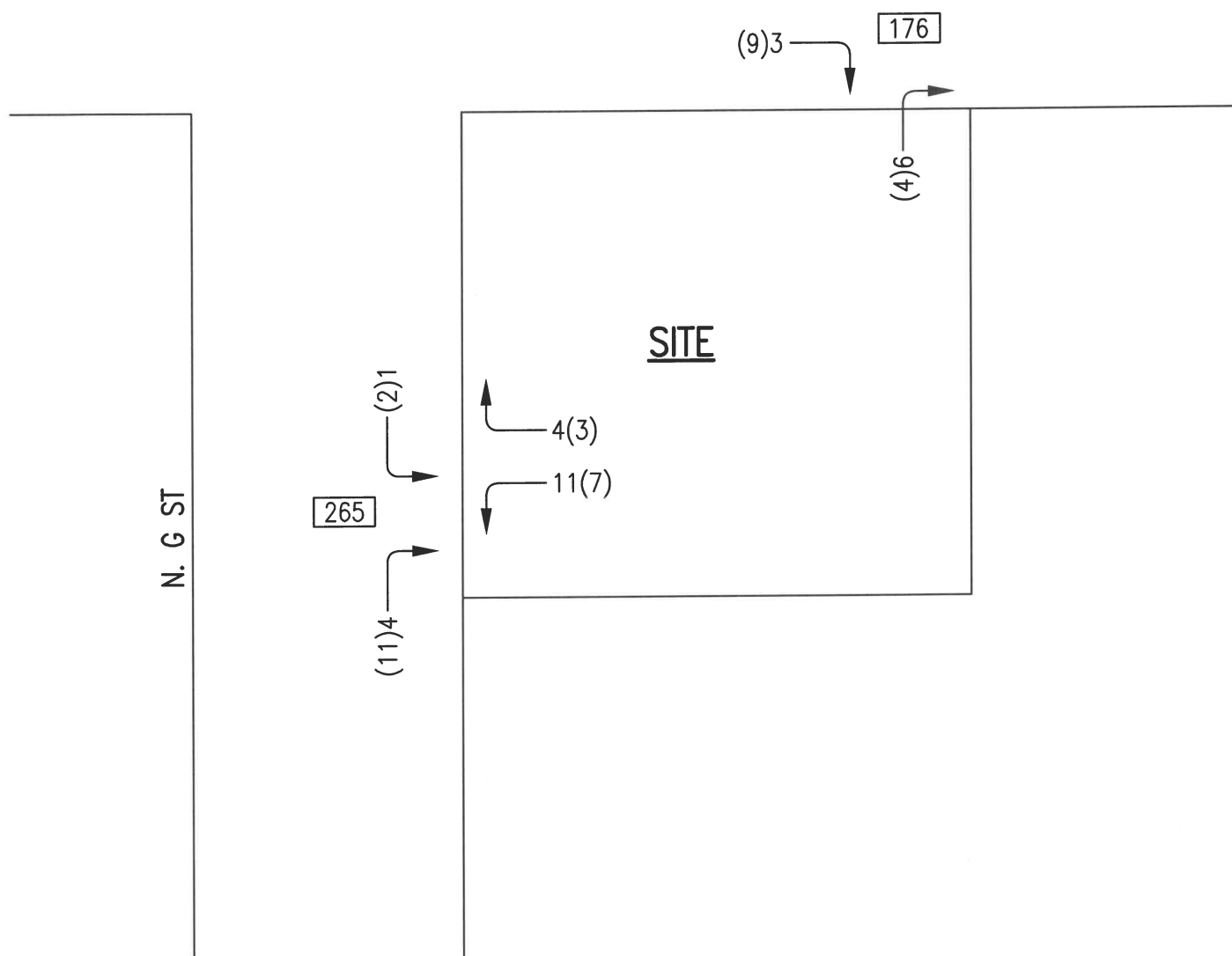
 PROJECT DISTRIBUTION

TRIP DISTRIBUTION

LAKE WORTH STATION

22-039 BK 03-30-22

10TH AVE N



DRIVEWAY VOLUMES

LEGEND

- 3 A.M. PEAK HOUR TURNING MOVEMENT
- (9) P.M. PEAK HOUR TURNING MOVEMENT
- 176 A.A.D.T.

LAKE WORTH STATION

22-039 BK 03-30-22

**TABLE 4
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR**

2026 BUILD OUT
1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERED)
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITED)

ROADWAY	FROM	TO	AM PEAK HOUR DIRECTIONAL				LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1770	0.62%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	6	4D	II	1770	0.34%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	810	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1680	0.24%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1680	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	810	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	810	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	810	0.49%	NO

**TABLE 5
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR**

2026 BUILD OUT
1/2 MILE RADIUS OF DEVELOPMENT INFLUENC
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTE 22
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITI 14

ROADWAY	FROM	TO	PM PEAK HOUR DIRECTIONAL				LOS D STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1770	0.62%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	7	4D	II	1770	0.40%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	810	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1680	0.24%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1680	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	810	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	810	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	810	0.49%	NO

TABLE 6
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
 1/2 MILE RADIUS OF DEVELOPMENT INFLUENC
 TOTAL AM PEAK HOUR PROJECT TRIPS (ENTEI8
 TOTAL AM PEAK HOUR PROJECT TRIPS (EXITI21

ROADWAY	FROM	TO	AM PEAK HOUR DIRECTIONAL				LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1870	0.59%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	6	4D	II	1870	0.32%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	860	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1780	0.22%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1780	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	860	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	860	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	860	0.47%	NO

**TABLE 7
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR**

TEST 2 - FIVE YEAR ANALYSIS
1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTER 22
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITIN 14

TATIC ROADWAY	FROM	TO	PM PEAK HOUR DIRECTIONAL				LOS E STANDARD	TOTAL PROJECT IMPACT	PROJECT SIGNIFICANT
			PROJECT DISTRIBUTION	PROJECT TRIPS	EXISTING LANES	CLASS			
10TH AVENUE NORTH	I-95	N. G STREET	50%	11	4D	II	1870	0.59%	NO
10TH AVENUE NORTH	N. G STREET	DIXIE HIGHWAY	30%	7	4D	II	1870	0.37%	NO
10TH AVENUE NORTH	DIXIE HIGHWAY	FEDERAL HIGHWAY	5%	1	2	II	860	0.12%	NO
DIXIE HIGHWAY	FOREST HILL BOULEVARD	10TH AVENUE NORTH	20%	4	4	II	1780	0.22%	NO
DIXIE HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	5%	1	4	II	1780	0.06%	NO
FEDERAL HIGHWAY	13TH AVENUE NORTH	10TH AVENUE NORTH	3%	1	2	II	860	0.12%	NO
FEDERAL HIGHWAY	10TH AVENUE NORTH	LUCERNE AVENUE	2%	0	2	II	860	0.00%	NO
N. G STREET	10TH AVENUE NORTH	LUCERNE AVENUE	20%	4	2	II	860	0.47%	NO



March 31, 2022

Palm Beach County Engineering Department
Traffic Division
2300 North Jog Road
Floor 3E
West Palm Beach, Florida 33411

Attention: Mr. Quazi Bari, P.E.

Reference: Lake Worth Station
West Palm Beach, Florida

Dear Mr. Bari:

Please find enclosed for your review and approval the following items pertaining to the above referenced project located in the southeast corner of 10th Avenue North and N. G Street in the City of Lake Worth Beach, Florida.

1. One (1) copy of the Insignificant Traffic Impact Statement
2. One (1) copy of the Site Plan
3. TPS Review fee of \$300.00

The proposed plan of development is to consist of 81 multifamily residential dwelling units a buildout of 2026. We are respectfully requesting a letter from your Department to the City of Lake Worth Beach following your review and approval. Note the project is located within the Coastal Residential Exception Area. Thank you for your assistance with this matter.

Sincerely,

SIMMONS & WHITE, INC.

Bryan Kelley, P.E.

Enclosures

BK: x:/docs/misc/trs/kelley/22039.barisub



PROJECT NAME: LAKE WORTH STATION

PROJECT NO: 137767

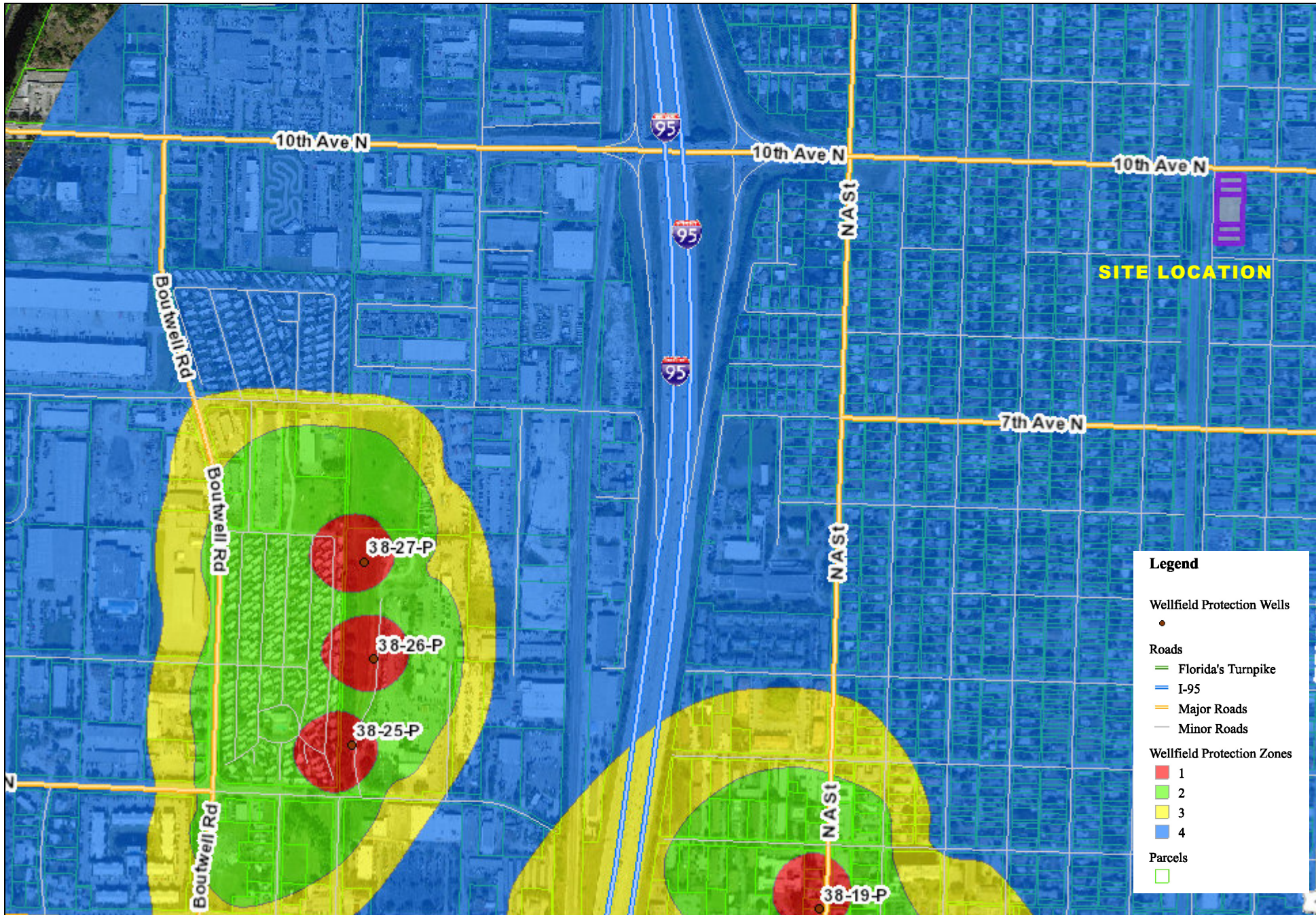
DATE: 2022-04-25

Patricia F. Ramudo, PE, LEED AP

FL Reg. No. 35798

DRAINAGE STATEMENT

The project is located at 930 N G Street, Lake Worth Beach, FL / Parcel # 38-43-44-21-15-274-0080. The proposed mixed-use project includes the construction of a residential building, surface parking and site amenities. Additionally the site will include water & sewer, stormwater facilities, and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year -1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103.). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the exfiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system. The summary table below provides the final pre- vs post elevations and discharge rates for all the aforementioned storm events. Per Palm Beach County Wellfield Maps, this project site is located in Wellfield Zone 4. An Affidavit of Notification has been submitted to Palm Beach County Department of Environmental Resources Management.



Legend

- Wellfield Protection Wells
 -
- Roads
 - Florida's Turnpike
 - I-95
 - Major Roads
 - Minor Roads
- Wellfield Protection Zones
 - 1
 - 2
 - 3
 - 4
- Parcels
 -

LWS Wellfield Map

AFFIDAVIT OF NOTIFICATION

Pursuant to the Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection, you shall provide notification to the Palm Beach County Department of Environmental Resources Management for the following activities should you store, handle, use, or produce Regulated Substances that exceed the threshold of 5 gallons, if liquid, or 25 pounds, if solid, within a wellfield zone:

- a. Application for nonresidential building permits.
- b. Application for residential building permits of 25 units or more.
- c. Applications for development subject to review by advisory planning bodies and approval by local governing authority or zoning board of appeals.

A. Project Information:
1. Name of Project Lake Worth Station
2. Property Control # 38-43-44-21-15-274-0080
3. Address of Project 930 N G Street, Lake Worth Beach, FL
(Street) (City) (State) (ZIP)

B. Owner of Property, Developer or Agent Signing Affidavit (If agent, a letter of authorization to sign for the owner must be attached.)

1. If individual, provide full legal name _____

Address _____
(Street) (City) (State) (ZIP)

Telephone _____

Owner of Property (if signed by agent) _____

2. If corporation or partnership, provide full name of corporation or partnership and relationship to corporation or partnership.

Name of Corporation or Partnership BRIDGE HOLDING LLC

Address 10135 SW 75th Place, Miami, FL 33156

Telephone 786-223-1568

Relationship to corporation or partnership Ricardo Hernandez, Owner

3. List any Regulated Substances (chemicals, fuels, oils, paints, etc.) that you intend to store, handle, use or produce at this site:

Type of Substance	Approximate Quantity
<u>N/A</u>	_____ gallons _____ pounds
_____	_____ gallons _____ pounds
_____	_____ gallons _____ pounds

I have received a copy of "Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection Prohibitions, Restrictions, and Best Management Practices." I understand that there are restrictions and prohibitions concerning the use, handling and storage of regulated substances pursuant to the Wellfield Protection Ordinance. I also understand that certain facilities are prohibited or subject to restrictions in the various wellfield zones.

Affiant

Sworn to and subscribed before me this 25 day of April, 2022.

Kelly Regalado
Notary Public, State of Florida



KELLY REGALADO
Commission # HH 233167
Expires June 24, 2026

Return Completed Original to Department of Environmental Resources Management
2300 N. Jog Road West Palm Beach, Florida 33411-2743 telephone (561) 233-2400
Copy to Applicant/ Copy to Local Government

From: [Patricia Ramudo](#)
To: [Rosy Escobar-Penalba](#)
Cc: [Ricardo Hernandez](#)
Subject: FW: Lake Worth Station - Affidavit
Date: Tuesday, April 26, 2022 4:38:48 PM

Rosy,

PBC – ERM has received and responded to our Affidavit of Notification regarding our project. Please see Samantha’s response below and let me know if you need anything else.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686



NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

From: Samantha Pucci <SPucci@pbcgov.org>
Sent: Tuesday, April 26, 2022 4:33 PM
To: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Subject: RE: Lake Worth Station - Affidavit

If it is solely individual residential units, a wellfield permit would not be required for this project. We only require that the contractors follow the best management practices that were included in the Affidavit of notification packet.

From: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Sent: Tuesday, April 26, 2022 4:29 PM
To: Samantha Pucci <SPucci@pbcgov.org>
Cc: Ricardo Hernandez <rihernanp@gmail.com>
Subject: RE: Lake Worth Station - Affidavit

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Samantha,

I have copied the Owner/Developer to confirm this response. At this time, there is no plan for a pool or club house, nor am I aware of a proposed on-site generator.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686

[\[linkedin.com\]](#) [\[twitter.com\]](#) [\[instagram.com\]](#) [\[youtube.com\]](#) [\[facebook.com\]](#)

[\[ibigroup.com\]](#)

NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

From: Samantha Pucci <SPucci@pbcgov.org>
Sent: Tuesday, April 26, 2022 4:24 PM
To: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Subject: RE: Lake Worth Station - Affidavit

Patricia,

I received the Affidavit after my phone call.

With this being a residential development, my question would be in relation to the wellfield area, is if there are any plans of a pool, onsite generator or a maintenance closet for a club house?

Samantha Pucci
Resources Protection
Environmental Resources Management
(561)233-2523
fax: (561) 233-2414

From: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Sent: Tuesday, April 26, 2022 3:31 PM
To: Samantha Pucci <SPucci@pbcgov.org>
Cc: Ricardo Hernandez <rihernanp@gmail.com>
Subject: Lake Worth Station - Affidavit

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Samantha,

Thank you for your phone call. The Affidavit was delivered by Fedex this morning but is herein attached.

We appreciate your assistance. Please let me know if you need any other documents or information.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686

[\[linkedin.com\]](#) [\[can01.safelinks.protection.outlook.com\]](#) [\[twitter.com\]](#)
[\[can01.safelinks.protection.outlook.com\]](#) [\[instagram.com\]](#)
[\[can01.safelinks.protection.outlook.com\]](#) [\[youtube.com\]](#)
[\[can01.safelinks.protection.outlook.com\]](#) [\[facebook.com\]](#)
[\[can01.safelinks.protection.outlook.com\]](#)

[\[ibigroup.com\]](#) [\[can01.safelinks.protection.outlook.com\]](#)

NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



SFWMD SURFACE WATER MANAGEMENT LICENSE

DRAINAGE CALCULATIONS

FOR

LAKE WORTH STATION

AT

LAKE WORTH BEACH, FL

PREPARED BY: IBI GROUP

DATE: 2022-04-05
FILE 137767



SFWMD SURFACE WATER MANAGEMENT CALCULATIONS

PROJECT NAME: LAKE WORTH STATION

PROJECT NO: 137767

DATE: 2022-04-05

Patricia F. Ramudo, PE, LEED AP
FL Reg. No. 35798

PROJECT NARRATIVE:

The project is located at 930 N G Street, Lake Worth Beach, FL / Parcel # 38-43-44-21-15-274-0080. The proposed mixed-use project includes the construction of a residential building, surface parking and site amenities. Additionally the site will include water & sewer, stormwater facilities, and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year -1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103.). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the exfiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system. The summary table below provides the final pre- vs post elevations and discharge rates for all the aforementioned stormevents.

1. PROPOSED PROJECT LAND USE

TOTAL AREA AREA (ACRES)	BUILDING AREA		PERVIOUS AREA		IMPERVIOUS AREA	
	(ACRES)	%	(ACRES)	%	(ACRES)	%
1.084	0.32	29.33	0.41	37.89	0.355	32.78
1.084	0.32	29.33	0.41	37.89	0.355	32.78

Total Site Summary:

Site area (ac)	1.084	100%	
Building area (ac)	0.318	29%	
Impervious area (ac)	0.355	33%	
Pervious area (ac)	0.411	38%	1.08

2. FLOOD AND RAINFALL CRITERIA

3 year, 1 Hour **	2.60	inches	City of LW req.
5 year, 1 day storm *	7.00	inches	Parking
25 year, 3 day storm *	12.30	inches	Perimeter
100 year, 3 day storm *	16.20	inches	Finish Floor Elevation

* SFWMD - Rainfall Maps

** FDOT IDF CURVE - ZONE 10

3. COMPUTE SOIL STORAGE

	Pre-	Post-		
Control elevation **	4.50	4.50	'NAVD	<i>Palm Beach County Water Table Map</i>
Estimated Seasonal HWT Elevation	5.80	5.80	'NAVD	<i>TSF Geotech Report (03/11/2022)</i>
Average site elevation	14.40	15.25	'NAVD	<i>Topographic Survey and PGD</i>
Depth to water table	8.60	9.45	ft.	
	Pre	Post		
Available ground storage - 25% compaction	8.18	8.18	inches	
Pervious Area within the site area	1.08	0.41	acres	Open area + Pervious Concrete
Soils Storage S per SFWMD criteria	8.18	3.10	inches	

4. WATER QUALITY REQUIREMENTS

1) Based on the first 1" of runoff over total site			
Site area	1.08	acres	
Required retention	1.08	acre-in	
	0.09	ac-ft	
2) Based on 2.5 inches times percent impervious			
a) Site area (Total Project -(Building+Lake)	0.77	acres	
b) Impervious area (Site area - pervious)	0.36	acres	
c) Percent impervious	46.39%		
d) Inches to be treated (2.5" x % impervious)	1.16		
e) Req Volume (inches to be treated x(Total site -Lake)	1.26	acre-in	
Required Volume	0.10	ac-ft	

The required Water Quality Volume to be treated is : 0.10 ac-ft

If this is a project on commercial zoned land, 0.5 in. of dry retention/detention must be provided.

3) Compute pretreatment volume based on 1/2" inches of runoff			
Total site - Lake	1.08	acres	
Required pretreatment based on 1/2"	0.54	acre-in	
	0.05	acre-ft	

5. PROVIDED WATER QUALITY

a) Proposed exfiltration trenches (refer to next page)

	Required (AF)	Provided (AF)	Check	Storage Stage Met
Proposed Exfiltration Trenches		0.50		
Total Dry Water Quality	0.10	0.50	PASS	11.15
Pretreatment Volume	0.05	0.50	PASS	

6. WATER QUANTITY CRITERIA

Compute Runoff 3 Yr Storm

Rainfall (P)	2.60	in
Runoff (Q)	0.77	in
Runoff Volume (0.07	ac-ft

$$Q = \frac{(P - 0.2S)^2}{P + 0.8S}$$

$$V = Q * A / 12$$

Fully retained on site at EL 8.38' (Refer to Stage Storage Table)

Volume Provided in Exfiltration Trenches

Exfiltration Trench Calculations

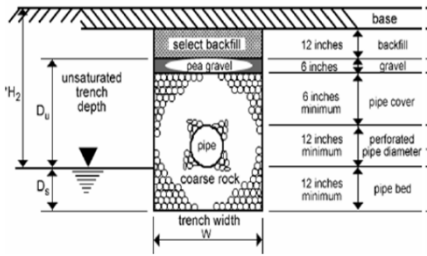
$$L = V / (K(H_2^2W + 2H_2^2Du - Du^2 + 2H_2^2Ds) + (1.39 \times 10^{-4})W^2Du)$$

$$V = L * (K(H_2^2W + 2H_2^2Du - Du^2 + 2H_2^2Ds) + (1.39 \times 10^{-4})W^2Du)$$

Design Information:

W = Trench Width: 10 ft
 K = Hydraulic Conductivity: 6.92E-05 cfs*sq ft-ft head (average of 2 field tests)
 H2 = Depth to Water Table: 9.00 ft
 Du = Non-Saturated Trench Depth: 8.00 ft
 Ds = Saturated Trench Depth: 0.00 ft
 L = Length provided: 260 ft

Provided Storage in Exfiltration Trenches = 5.950 ac-in 0.496 ac-ft



15 ft NAVD - Lowest Inlet Elevation at Exfil trench
Limerock base and asphalt depth = 0.75'
 14 ft NAVD - Top of Trench
 1.5 ft, Diameter of Perforated Pipe
 10.50 ft NAVD - Invert of Perforated HDPE
 6.00 ft NAVD - Bottom of Trench Elevation
 5.80 ft NAVD - High water Table Elevation

Discharge Calculations at 25 year Storm event

Pre-development discharge

	C	A	C x A	C (w avg)
Open	0.3	1.084	0.325	
Impervious	0.95	0.000	0.000	
Total		1.084		0.30

Q=CIA 2.77 cfs

I = 8.5 in/hr *

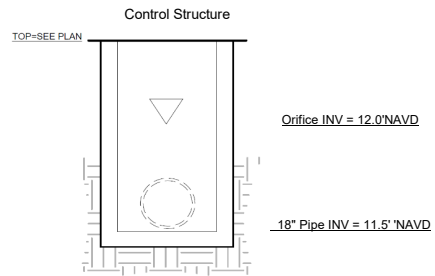
*(FDOT IDF Curve - Zone 10)

Post-development discharge to 17th Ave

Q 0.82 < 2.77 csf Passed

Refer to Cascade Analysis for 25 Year - 3 Day storm event

Proposed Site Discharge is via a 6" inverted triangle orifice at EL 12.00 ft NAVD



Flood Routing Summary

REFER TO CASCADE ROUTINGS

Storm Event	Pre	Post	Comment
3 year - 1 Hour	13.26	9.09 ft' NAVD	fully retained on-site
5 Year - 1 day	14.37	14.04 ft' NAVD	Min Inlet EI = 15.00
25 Year - 3 day	14.86	14.37 ft' NAVD	Min Perimeter EI = 14.50
100 year - 3 day	15.16	15.95 ft' NAVD	Min FFE 16.50



Deco Green - Pre- Development Storage Analysis

Grading Criteria

	Description	Acreage ac.	Low EL ('NAVD) ft	High EL. ('NAVD) ft
A	Building	0.000	0	0
B	Pervious/Landscpae	1.084	13.70	15.10
C	Parking-Impervious	0.000	0.00	0.00

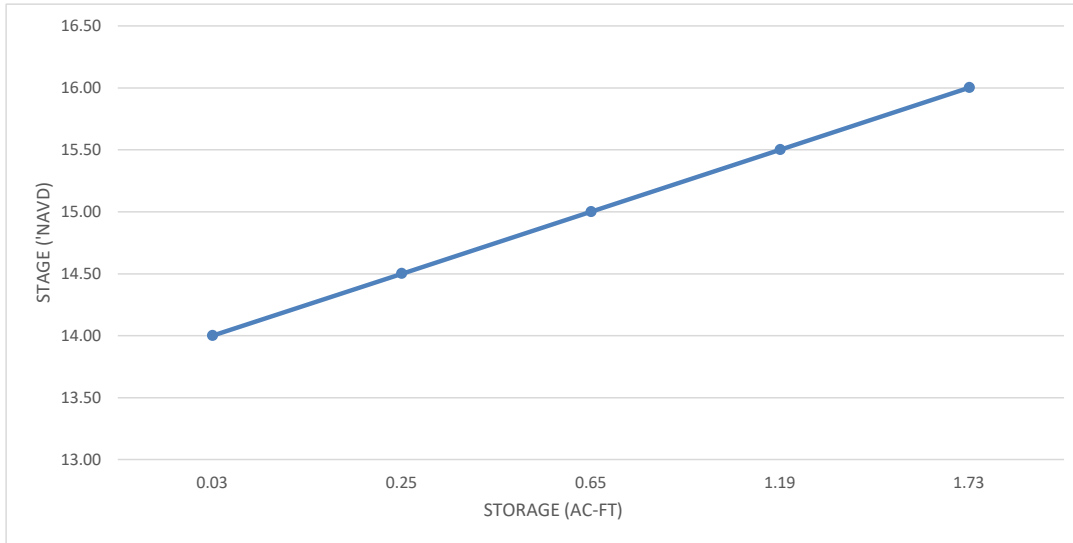
Stage Storage

Stage	Site Storage	Retention Storage	Total Storage
'NAVD	ac-ft	ac-ft	ac-ft
13.00	0.00	0	0.00
14.00	0.03	0	0.03
14.50	0.25	0	0.25
15.00	0.65	0	0.65
15.50	1.19	0	1.19
16.00	1.73	0	1.73

Note: Datum Conversion

'NGVD - 1.5'75 = 'NAVD

Stage Storage Curve Table





Deco Green- Post-Development Storage Analysis

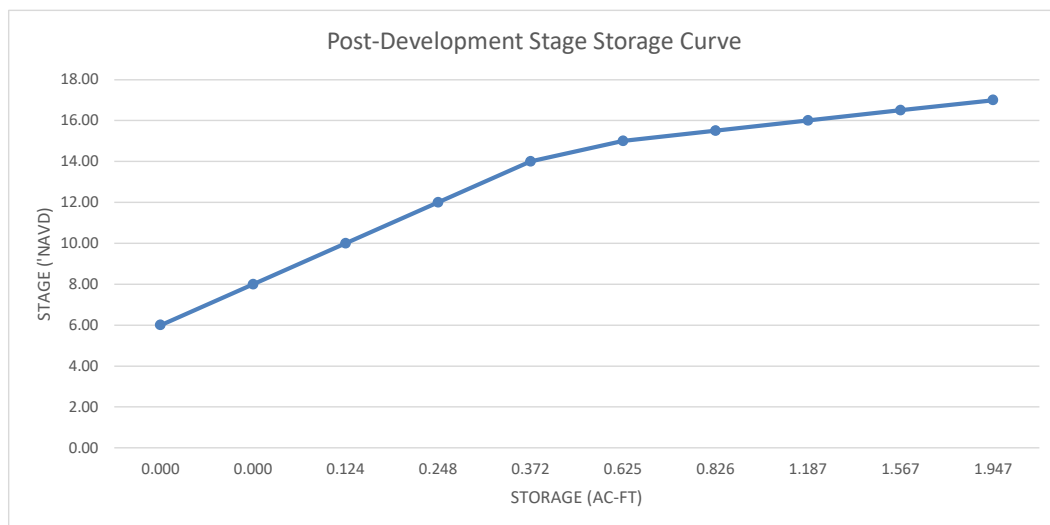
Grading Criteria

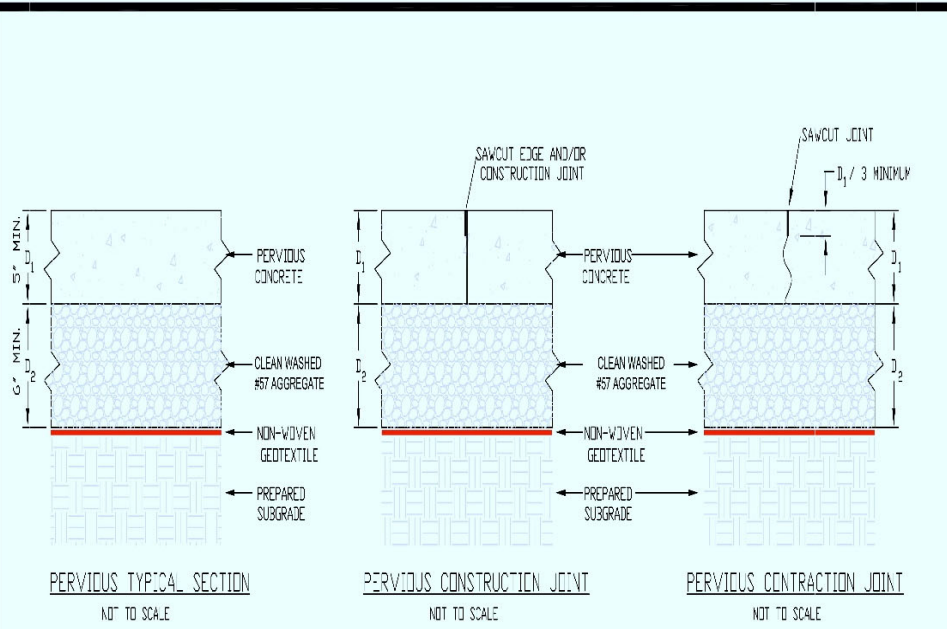
	Description	Acreage	Low EL ('NAVD)	High EL. ('NAVD)	
		ac.	ft	ft	
A	Building	0.318	0.00	0.00	
B	Parking-Impervious	0.355	15.00	16.00	
C	Pervious/Landscape	0.411	14.50	15.75	
D	Pervious Concrete	0.503	15.00	16.00	pro-rate storage in subsurface pervious concrete see perv conc analysis, volume stored =6569 cf = 0.151 af
E	Exfiltration Trench		7.00	15.00	Volume Stored = 6569 0.151 Volume Stored = 0.496 acre-feet

Stage Storage

Stage	Site Storage	Trench Storage	Perv Conc	Total Storage
'NAVD	ac-ft	ac-ft	ac-ft	ac-ft
6.00	0.00	0.00	0.00	0.000
8.00	0.00	0.000	0.000	0.000
10.00	0.00	0.124	0.000	0.124
12.00	0.00	0.248	0.000	0.248
14.00	0.00	0.372	0.000	0.372
15.00	0.04	0.434	0.151	0.625
15.50	0.21	0.465	0.151	0.826
16.00	0.54	0.496	0.151	1.187
16.50	0.92	0.496	0.151	1.567
17.00	1.30	0.496	0.151	1.947

Note: Datum Conversion
'NGVD - 1.5' = 'NAVD'





PLACEMENT



CURING

NOTES:

1. PERVIOUS CONCRETE MUST BE SUPPLIED AND INSTALLED BY NRMCA CERTIFIED PRODUCERS AND CONTRACTORS.
2. JOINTS, IF SPECIFIED, TO BE SAWCUT 48 TO 60 HOURS AFTER PLACEMENT OF CONCRETE.
3. PERVIOUS CONCRETE MUST BE COVERED WITH 6 MIL PLASTIC, SECURELY FASTENED ON THE EDGES AND ACROSS THE TOP, FOR A MINIMUM OF SEVEN (7) DAYS.
4. D1 AND D2 AS PER THE PLANS AND SPECIFICATIONS.
5. D1 HAS A 5" MINIMUM THICKNESS
6. D2 HAS A 6" MINIMUM THICKNESS

Digitally signed
PATRICIA F RAMUDO
 Date: 2022.01.04 14:49:05 -05'00'

PERVIOUS CONCRETE PAVEMENT SECTION

FOR:

SCALE: NONE
 DRAWN BY: **KMJ**
 DATE: 1/17/16

KEN JUSTICE P.E.
 SHERMAN ENGINEERING
 LOCAL PAVING
 1036 WOODS LANE
 ANDERSON, SC 29625
 803.716.8870
 kjustice@nrmca.org





CFN 20220034421

OR BK 33244 PG 1687
RECORDED 01/24/2022 10:04:07
AMT 1,082,385.87
Doc Stamp 7,576.80
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1687 - 1688; (2pgs)

Prepared by and return to:

John L. Marro
Marro Law, P.A.
950 S. Pine Island Road Suite A-150
Plantation, FL 33324
File Number: 21-141
Will Call No.: 9547278215

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27 day of **December, 2021** between **Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997,** whose post office address is **123 Lake Arbor Drive, Palm Springs, FL 33461,** grantor, and **BRIDGE HOLDING LLC, a Delaware limited liability company** whose post office address is **10135 SW 75th Pl., Miami, FL 33156,** grantee:

(Whenever 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, trusts and trustees)

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:

PARCELS 2 & 3:

Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (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.

PARCELS 4 & 5:

Lots 3, 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (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.

PARCEL 6:

Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (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.

- Parcel Identification Number:**
- 38-43-44-21-15-274-0080
 - 38-43-44-21-15-274-0070
 - 38-43-44-21-15-274-0040
 - 38-43-44-21-15-274-0030
 - 38-43-44-21-15-274-0020

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 123 Lake Arbor Drive, Palm Springs, FL 33461.


Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

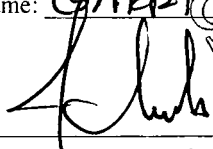
To Have and to Hold, the same in fee simple forever.

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 whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: GARRY M. GLICKMAN


Witness Name: Nicolas

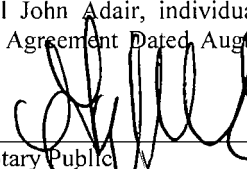
The John Adair Revocable Trust Under Agreement Dated August 1, 1997

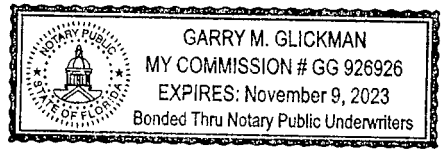
By: Michael Adair
Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of December, 2021 by Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997. He is personally known or has produced a driver's license as identification.

[Notary Seal]


Notary Public
Printed Name: _____
My Commission Expires: _____



OWNER'S POLICY OF TITLE INSURANCE
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C. Monroe* President
Attest *David Wold* Secretary

SERIAL
OF6-8985255

(Covered Risks continued)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

- (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant

in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.


- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

**Old Republic National
Title Insurance Company**

OWNER'S
TITLE INSURANCE
POLICY



**For information about coverage or
assistance in resolving complaints,
call (612) 371-1111.**

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.:
OF6-8985255

Date of Policy:
January 24, 2022 @ 10:04 AM

Agent's File Reference:
21-141

Amount of Insurance: \$1,200,000.00

Premium: \$6,195.00

Address Reference: 906, 922, 926, & 930 N G St., Lake Worth, FL 33460

1. Name of Insured: Bridge Holding LLC, a Delaware limited liability company
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 20220034420 in Official Records Book 33244, Page 1685, of the Public Records of Palm Beach County, Florida and as Document No. 20220034421 in Official Records Book 33244, Page 1687, of the Public Records of Palm Beach County, Florida.
3. Title is vested in: Bridge Holding LLC, a Delaware limited liability company
4. The Land referred to in this policy is described as follows:

PARCEL 1:

Lot 10, Block 272, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Less that certain portion of premises as recorded in O.R. Book 1445, Page 402, Public Records of Palm Beach County, Florida.

PARCELS 2 & 3:

Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (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.

PARCELS 4 & 5:

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Agent No.: 38123

Issuing Agent:

**Marro Law, P.A.
950 S. Pine Island Road
Suite A-150
Plantation, FL 33324**



Agent's Signature

Old Republic National Title Insurance Company

OWNER'S POLICY **Schedule A (Continued)**

Policy No.:
OF6-8985255

Agent's File Reference:
21-141

Lots 3, 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (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.

PARCEL 6:

Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (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.

Old Republic National Title Insurance Company

OWNER'S POLICY **Schedule B**

Policy No.:
OF6-8985255

Agent's File Reference:
21-141

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. All matters contained on the Plat of The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.
8. Easement Agreement between John Adair and the City of Lake Worth recorded in O.R. Book 10198, Page 459, Public Records of Palm Beach County, Florida. (As to PARCEL 1)
9. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded June 9, 1978, under O.R. Book 2874, Page 878, Public Records of Palm Beach County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Sec. 270.11, F.S. (As to Lot 3, 4, and 5, Block 274)
10. Mortgage in the sum of \$1,150,000.00 from BRIDGE HOLDING LLC, a Delaware limited liability company to T&G Investment Partners LLC dated 1/20/2022 and recorded 1/24/2022 in Official Records Book 33244, Page 1689, as Document No. 20220034422 of the Public Records of Palm Beach County, Florida.

ALTA ENDORSEMENT 9.1-06
RESTRICTIONS, ENCROACHMENTS, MINERALS - OWNER'S POLICY - UNIMPROVED LAND
(With Florida Modifications)

Old Republic National Title Insurance Company

Endorsement No. 1 to Policy No. **OF6-8985255**

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B.
 - (a) Present violations on the land of any enforceable covenants, conditions or restrictions.
 - (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land, (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
 - (c) Any encroachment onto the land of existing improvements located on adjoining land.
 - (d) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.

2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1(a) the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or limitations relating to environmental protection.

The failure to expressly except any matter delineated in paragraphs 1(a), (b) or (d) of this endorsement constitutes the Company's agreement to indemnify against loss or damage resulting from any matters delineated in paragraphs 1(a), (b) or (d) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Marro Law, P.A.
Name of Agent

38123
Agent No.



Agent's Signature

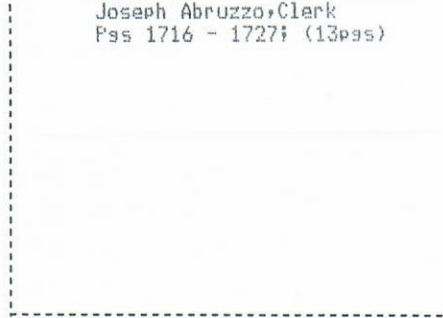
By **Old Republic National Title Insurance Company**
Carolyn Monroe
President



CFN 20220034424

DR BK 33244 PG 1716
RECORDED 01/24/2022 10:04:07
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1716 - 1727; (13pgs)

DOCUMENT COVER PAGE



(Space above this line reserved for recording office use)

Document Title: RESTRICTIVE COVENANT
(Mortgage, Deed, Etc.)

Return Document To / Prepared By:
MARRO LAW PA
950 S PINE ISLAND RD, SUTE A-150
PLANTATION, FL 33324

Rule 2.520 (d) On all ... documents prepared ...which are to be recorded in the public records of any county ... a 3 - inch by 3 - inch space at the top right-hand corner on the first page and a 1 - inch by 3 - inch space at the top right-hand corner on each subsequent page shall be left blank and reserved for use by the clerk of court.

MASTER DECLARATION OF RESTRICTIVE COVENANTS
FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM
IN ACCORDANCE WITH THE PALM BEACH COUNTY
UNIFIED LAND DEVELOPMENT CODE (RENTAL DEVELOPMENT)

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Covenant"), IN ACCORDANCE WITH THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM (WHP), is made by and executed this 14 day of January 2022, by Bridge Holding LLC (the "Declarant") for Lake Worth Beach Station, located at 930 North G Street, Lake Worth Beach, Florida.

Declarant is the Owner of that certain property which is described in Exhibit "A", attached hereto and made a part hereof (the "Property"). Declarant has agreed to execute and record this Covenant whereby the units described in Exhibit "B", attached hereto and made part hereof, shall be owned, held, transferred, sold, conveyed, leased, used, occupied, mortgaged, or otherwise encumbered, by and subject to the provisions and restrictions of this Covenant.

1. Definitions: In this Covenant, the following words and phrases shall have the meaning indicated, unless the context requires otherwise.
 - a. "Compliance Period" means a period of thirty (30) years (non-recurring) commencing from the date of occupancy of the first WHP Unit. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term, the new Owner assumes the requirement for the number of remaining years as of the date of sale (other than a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer).
 - b. "County" means Palm Beach County, a political subdivision of the State of Florida.
 - c. "Declarant" means Bridge Holding LLC, and its successors or assigns, including any or all successors or assigns holding an interest in a Required WHP Unit. This does not include any Institutional Lender holding an interest in a Required WHP Unit or any interest in the Property or any Resident who holds an interest under its Lease.
 - d. "Development" means the residential development in Palm Beach County, Florida, to be known as Lake Worth Beach Station, located at 930 North G Street, Lake Worth Beach, Florida
 - e. "Eligible Household" means a household with a total income within the following income categories: Low (>60 to 80%), Moderate 1 (>80 to 100%), Moderate 2 (>100 to 120%) and Middle (>120 to 140%) calculated as percentages of the Median Family Income (MFI) for Palm

Beach County, as published annually by the United States Department of Housing and Urban Development (HUD).

- f. "Eligible Mortgage" means any mortgage, deed of trust, or other security instrument held by an Institutional Lender.
- h. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, credit union or any other lender generally recognized as an institutional lender, or any assignee or designee thereof, that is independent from the Owner.
- i. "Lease" means a written lease agreement conveying the right to the regular, exclusive occupancy of a unit including any Required WHP Unit in the Development by a person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- j. "Lease Addendum" means the document executed and notarized by the Resident and Owner, and forwarded to the Monitoring Entity, at the time of initial lease execution, providing income information and qualifying the household as an Eligible Household.
- l. "Monitoring Entity" shall mean the Palm Beach County Administrator, his/her designee or another department or other entity assigned the responsibility by the Palm Beach County Administrator.
- m. "Owner" means the record title holder of the Development containing Required WHP Units, but specifically not including (i) any Institutional Lender, (ii) any holder or beneficiary of a mortgage or other form of security instrument affecting title to the Required WHP Units, (iii) any party acquiring title to the Property through a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer of ownership. Declarant shall be deemed to be the Owner of the Development containing Required WHP Units until such time as Declarant conveys fee title of such Development containing Required WHP Units to another Owner.
- n. "Rental Floor" means the WHP rental price range in effect for each rental unit's income category at the time of approval of the Development.
- o. "Required Workforce Housing Program (WHP) Units" means those units within the Development for which the income and rent restrictions set forth in this Covenant shall be recorded in accordance with the provision of Section 6 of this Covenant, pursuant to Article 5.G.1 of the Unified Land Development Code. The number of Required WHP Units and the

income and rent categories of each unit are identified in Exhibit "B", attached hereto and made a part hereof.

- p. "Resident" means any person other than an Owner occupying all or any portion of any Required WHP Unit in the Development pursuant to a Lease.
2. Exchange Option and Number of Required Workforce Housing Units: The thirty-nine (39) WHP units subject to this covenant are provided by the Declarant at the Lake Worth Beach Station Development pursuant to Section 5.G.1.C.4.b.2. Offsite Option 2 – Offsite Construction/Exchange Builder of the Unified Land Development Code, in an Exchange transaction between the Declarant and GL Homes.

Per Section 5.G.1.C.4.b. of the Unified Land Development Code, any for-sale developments that opt to provide the Required WHP units as off-site rentals shall have a WHP obligation of 1.5 times the number of Required WHP units.

Thirty-eight (38) of the Required WHP units subject to this covenant address the obligation associated with 25 of the 53 WHP units required for the Boca Raton Municipal Golf Course Development, Control Number 1981-00019. The County agrees that the remaining Workforce Housing Unit subject to this Covenant shall be available to use and receive credit on a future residential development by GL Homes to be located in Palm Beach County, Florida, as approved in connection with the approval of such other developments.

3. Occupancy of Required Units: The Owner is obligated to provide all of the Required WHP Units within the Development. The particular units which are designated as Required WHP Units may vary from time to time as long as there are the required number of WHP Units within the development, allocated within the income ranges identified herein. The Required WHP Units shall be leased and occupied only by Eligible Households.
4. Certification of Eligible Households: Owner shall obtain documentation of eligibility (meeting income standards as defined in this Covenant) prior to entering into a Lease for any Required WHP Unit. The Owner shall require at initial Lease execution that the Resident and the Owner execute a Lease Addendum certifying the household income as an Eligible Household. This addendum shall serve as the income verification information qualifying the Resident for occupancy of the Unit.

Said addendum shall be notarized. The Owner shall forward the notarized addendum to the Monitoring Entity within ten (10) business days of execution of the Lease. The Monitoring Entity shall advise Owner of sufficiency of Lease Addendum within ten (10) business days of receipt.

Owner shall not require consent or approval of the Monitoring Entity prior to entering into a Lease. The Owner may substitute another unit if one of the tenants is deemed ineligible.

5. Rents: Rent ranges for Required WHP Units shall be published annually by the County based upon the annual "Florida Housing Finance Corporation Family Rental Programs" schedule published annually by Florida Housing Finance Corporation, and shall take into account the number of bedrooms contained in each unit. In the event the Florida Housing Finance Corporation Family Rental Program schedule is no longer published, Palm Beach County will use an alternative source employing a similar formula. Owner shall have the right during the term of the Compliance Period to set rents for the Property for each income category anywhere between the low and top end of the rent range published for that year for the income category and bedroom count. The Owner shall have the right to lease a Required WHP Unit in a higher income category to a lower income Resident provided the Owner assesses rent that does not exceed the Resident's income category.

6. Utility Allowance: Owner may choose to include one or more utilities in the rent. Required WHP Units that do not include utilities must provide a utility allowance in the form of a rent reduction as follows: \$50.00 per month for one (1) or two (2) bedroom units, \$75.00 per month for three (3) or four (4) bedroom units. When one or more utility cost(s) are included within the WHP rent, and reasonable, reliable and verifiable documentation is provided that indicates the total utility cost included within the WHP rent meets or exceeds the stated utility allowance cost, then the utility allowance requirement would be waived. If the utility costs are less than the prescribed utility allowance, the difference shall be credited to the WHP Resident. For purposes of this provision utilities shall include, but not be limited to, water, sewer, gas and electric.

7. Rental Floor: A floor on monthly rents shall be established as follows:

2021 WHP Rental Floor Rents

Income %	Studio	1 BR	2 BR	3 BR	4 BR
60% - 70%	\$ 900 - 1,050	\$ 963 - 1,124	\$1,156 - \$1,349	\$1,335 - \$1,558	\$1,489 - \$1,738
>70% - 80%	\$1,050 - \$1,200	\$1,124 - \$1,285	\$1,349 - \$1,542	\$1,558 - \$1,781	\$1,738 - \$1,986
>80% - 90%	\$1,200 - \$1,350	\$1,285 - \$1,446	\$1,542 - \$1,735	\$1,781 - \$2,004	\$1,986 - \$2,235
> 90% - 100%	\$1,350 - \$1,500	\$1,446 - \$1,606	\$1,735 - \$1,928	\$2,004 - \$2,226	\$2,235 - \$2,483
>100% - 110%	\$1,500 - \$1,650	\$1,606 - \$1,767	\$1,928 - \$2,121	\$2,226 - \$2,449	\$2,483 - \$2,731
>110% - 120%	\$1,650 - \$1,800	\$1,767 - \$1,927	\$2,121 - \$2,313	\$2,449 - \$2,671	\$2,731 - \$2,979

>120% - 130%	\$1,800 - \$1,950	\$1,927 - \$2,088	\$2,313 - \$2,506	\$2,671 - \$2,894	\$2,979 - \$3,227
>130% - 140%	\$1,950 - \$2,100	\$2,088 - \$2,248	\$2,506 - \$2,698	\$2,894 - \$3,116	\$3,227 - \$3,475

Notwithstanding anything else contained in this Covenant, if rent ranges published annually by the County fall below the Rental Floor provided above, Required WHP Units are not required to be rented at a price below the established Rental Floor, though an owner may opt to do so.

8. Recording and Term of Covenant: This Covenant shall be recorded prior to the issuance of the first building permit for the Development and the Compliance Period shall commence upon occupancy of the first Required WHP Unit and shall expire thirty (30) years (non-recurring) thereafter. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term (other than as a result of a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of ownership), the new Owner assumes the requirement for the number of remaining years for the WHP Compliance Period as of the date of sale.

If the Development is converted into a condominium or other "for sale" project (other than by a subsequent Owner after a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of Ownership), then prior to entering into the first contract for the sale of a Required WHP Unit as a "for sale" unit, the Owner of the Development shall enter into a new Covenant for a "for sale" project in accordance with the current restrictions for such units as established by the Monitoring Entity and shall require all purchasers to abide by the restrictions.

9. Restriction: Declarant shall include in every lease for a Required WHP Unit, a restriction stating as follows:

"This unit is to be leased to and occupied by an Eligible Household, in accordance with the MASTER DECLARATION OF RESTRICTIVE COVENANTS FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM recorded in OR Book ___ and Page ___ of the Public Records of Palm Beach County, Florida. Owner is obligated to verify income and submit to the Monitoring Entity the Lease Addendum signed by the Resident and Owner properly notarized certifying the Resident as an Eligible Household as required under this Covenant. Income verification information may include (i) W-2 (ii) copy of Resident's pay stub (iii) banking information, or similar types of financial information as deemed reasonably necessary by Owner to ensure the Resident is an Eligible Household as provided for in this Covenant. False or fraudulent or misleading income information submitted by a Resident when applying to live in a unit is grounds for a lease or rental termination, rescission and/or eviction. The Monitoring Entity shall have the right to inspect and monitor the use of this unit to insure compliance with

this Covenant, and the Resident is obligated to provide income and other related information to the County upon request. Owner shall have the right to set rents up to the top of the rent range for the lease year, based on the unit bedroom count and the income category determined at the time of initial lease. “

10. Compliance:

- a. The Owner of the Development shall disclose the terms of this Covenant to any subsequent owners, successors and assigns, in any and all sales documents, agreements, lease agreements, etc. and in deeds, leases or other instruments conveying an interest in the Development. It is further agreed that the covenants and restrictions herein are for public purposes, but only made for the benefit of the County, its successors, and/or assigns, and no third party shall have enforcement rights hereunder.
- b. Should amendment(s) be made to the Workforce Housing Program during the term of this Covenant, the Owner shall have the right but not the obligation to request changes to this Covenant. The Monitoring Agency agrees to work with the Owner to amend this Covenant through all necessary and normal procedures, which are subject to the approval of the County, at its sole and absolute discretion.

11. Monitoring and Annual Reporting for Required WHP Units: The Owner of this Development, its successors and assigns, shall furnish to the Monitoring Entity such information about the Required WHP Units as the County may reasonably request at each occasion of change in occupancy, including, but not limited to, the identity of the Eligible Household, the identity of the occupants, and the Lease Addendum signed and certified by the Resident and the Owner certifying the household income as collected by the Owner at the time of leasing (but in no event other private financial information of Residents) all for the purposes of assuring compliance with this Covenant. The owner shall only be required to collect such income information as deemed reasonably necessary by the Owner to ensure the Resident is an Eligible Household as provided for in this Covenant.

During the Compliance Period, the Owner of the Development containing Required WHP Units shall provide to the Monitoring Entity an annual report detailing compliance with the terms of this Covenant. The annual report shall be on a form or forms provided by the Monitoring Entity and shall contain sufficient information and documentation to prove the compliance of each Required WHP Unit with the terms of this Covenant. At minimum, the Annual Report shall include:

- a. For each required WHP Units, the unit number, the number of bedrooms, and the Income Category;
- b. The Resident of each Required WHP Unit, date of occupancy, and household income at time of occupancy;
- c. For Residents assuming occupancy in the year prior, confirmation that the Owner certified the income eligibility of the Eligible Household occupying the Required WHP Unit at the time of occupancy and provided the lease addendum to the Monitoring Entity;
- d. The monthly rental rate, utility allowance, and other charges or credits, if any, applied to each Required WHP Unit, consistent with the requirements of the Covenant; and,
- e. The name and contact information of the property manager employed by the Owner of this Development, identifying any change from the previous year's report.

The Monitoring Entity shall be provided the right to enter the management office for the purposes of reviewing Residents' files to ensure the Owner is in compliance with the provisions of this Covenant. All records shall be maintained within Palm Beach County and be available during normal business hours. The County shall have the right to copy any records related to performance of compliance with this Covenant. If the Monitoring Entity determines that the household occupying a Required WHP Unit is not an Eligible Household or is deemed eligible but not within the identified income category, then the Monitoring Entity shall notify the Owner of that determination. The Owner may substitute another unit meeting the requirements of Exhibit B if household is deemed ineligible.

12. Covenant to Run with the Land: It is intended and agreed that this Covenant and the restrictions contained in this Covenant shall run with the land constituting the Property and shall be binding upon any subsequent owner(s) of the Property, its successors and assigns for the benefit of and shall be enforceable by the County and its successors and assigns, and shall be binding on all parties and all persons claiming under it for the Compliance Period of this Covenant, provided however, that this Covenant shall be junior, subordinate and inferior to the lien of a holder of any first mortgage on the Development and in the event of a foreclosure sale by such holder or a deed in lieu of foreclosure transfer of ownership (or its successors or assigns) the terms of this Covenant shall be extinguished as follows.

- a. Third Party Notice Provision - Right of First Refusal: The Declarant/Owner shall require all loan/financing documentation for this Development to contain a provision that at the initiation of any formal foreclosure proceedings, the lender shall provide the County with a Notice of Pending Foreclosure, in order to provide the County the right to cure, or assume the loan within ninety (90) days of receipt of this Notice, in order to protect the County's investment in this Development. Notwithstanding anything contained herein to the contrary, Lender shall not

be obligated to remain at a standstill during the notice period and shall have the right to prosecute its claim against Owner but Lender shall not have the right to finalize its foreclosure proceedings or accept a deed in lieu of foreclosure transfer of ownership until expiration of the ninety (90) days day notice period. This notice shall be provided to both the Executive Director, and the Director of Planning, Palm Beach County Planning, Zoning, and Building Department, 2300 N. Jog Road, West Palm Beach, Florida, 33411-2741 .

- b. Should the ninety (90) days Right of First Refusal time frame pass, the applicable affordability restrictions will terminate only if the lender (holder of a first mortgage) is an Institutional Lender, and upon occurrence of any of the following termination events: (1) foreclosure of an Eligible Mortgage, (2) transfer by deed in lieu of foreclosure of an Eligible Mortgage, or (3) assignment of an FHA insured mortgage to HUD.

13. Further Assurances: The County shall from time to time, within a reasonable response time consistent with the public records statute, after a written request from an Institutional Lender, execute, acknowledge and deliver a statement (i) certifying that this Covenant is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Covenant as so modified, is in full force and effect, (ii) acknowledging that there are not, to the County's knowledge, any uncured defaults, or specifying such defaults if any are claimed, and (iii) certifying such other matters as such Institutional Lender may reasonably request.

The County shall, upon request of any Institutional Lender, execute and deliver such further documents, agreements, and/or information as necessary to effectuate the subordination of this Covenant to any Eligible Mortgage provided that the County determines the form and content of such documents is legally sufficient and is consistent with this Covenant.

14. Modifications: This Covenant shall not be extinguished, enlarged, modified, or replaced except with written authorization of the Board of County Commissioners of Palm Beach County and the Declarant.

15. Fair Housing: The Declarant, the County and the Owners of the Development containing Required WHP Units and their successors and assigns, agree that the leasing of all Required WHP Units shall be conducted in conformity with federal, state, and local Fair Housing Laws.

16. Enforcement: The County, its successors or assigns, in the event of the occupancy or vacancy of any Required WHP Unit in violation of the provisions hereof, shall be entitled to seek any relief available including, but not limited to, seeking specific performance of the provisions hereof, injunctive relief, rescission of any unauthorized sale or lease, Palm Beach County code

enforcement, and tolling of the Compliance Period. The Monitoring Entity shall have the right to inspect and monitor the use of the Required WHP Units to insure compliance with this Covenant. In any action required to enforce the provisions of this Covenant, each party shall be responsible for their own attorneys' fees and other costs of bringing the action.

17. County Review: Compliance with the Covenant is subject to audit by the Palm Beach County Internal Auditor and subject to review by the Palm Beach County Inspector General.

18. Severability and Conflicts: In the event of any conflict between this Covenant and any other agreement entered into by the Owner, this Covenant shall control. Should any provision of this Covenant be found invalid or unenforceable by a court of competent jurisdiction, said invalidity, unenforceability or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in full force and effect.

19. Reports: All notices and reports required hereunder shall be sent to the following addresses or a subsequent address as it may from time to time be changed: Planning Director, Palm Beach County Planning Division, Vista Center Building, 2300 N. Jog Road, West Palm Beach, Florida 33411-2741. To the Declarant/Owner: Bridge Holding LLC, 10135 SW 75 PL. Miami, FL 33156 .

20. Recorded in the Public Records: This Covenant shall be recorded in the Official Public Records of Palm Beach County within five (5) days of execution of this Covenant. A copy of the recorded Covenant shall be provided to the Planning Director, Palm Beach County Planning Division, Vista Center Building, 2300 N. Jog Road, West Palm Beach, Florida 33411-2741.

21. Jurisdiction and Venue: The jurisdiction of any action regarding this Covenant shall be in the State of Florida. Venue of any court proceeding to enforce this Covenant shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14th day of January, 2022. Undersigned has executed this instrument on the date first above written.

Signed, Sealed, and Delivered in the presence of:

Declarant:

[Signature]
(Witness Signature)

[Signature]
By:

Kelly Regalado
(Print Name)

Name: Ricardo Hernandez

[Signature]
(Witness Signature)

Bridge Holding LLC
Title: Manager

Eyleen K. Basales Escalona
(Print Name)

Date: 01/14/2022

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence, this 14 day of January 2022 by Ricardo Hernandez, as Manager for Bridge Holding LLC who is personally known to me.



KELLY REGALADO
Commission # GG 197452
Expires June 24, 2022
Bonded Thru Budget Notary Services

[Signature]
(Notary Signature)

Print Name: Kelly Regalado
Notary Public, State of: Florida
Serial Number, if any: _____
My commission expires: 06/24/2022

Exhibit A

LEGAL DESCRIPTION

PARCELS 2 & 3:

LOTS 7 AND 8, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (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.

PARCELS 4 & 5:

LOTS 3, 4, 5, AND 6, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (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.

PARCEL 6:

LOT 2, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (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.

Exhibit B

REQUIRED WORKFORCE HOUSING PROGRAM UNITS

39 TOTAL WORKFORCE HOUSING UNITS, TO BE PROVIDED IN THE FOLLOWING INCOME CATEGORIES:

LOW CATEGORY: 9 UNITS
MODERATE 1 CATEGORY: 10 UNITS
MODERATE 2 CATEGORY: 10 UNITS
MIDDLE CATEGORY: 10 UNITS



STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the
foregoing is a true copy
of the record in my office

THIS 24 DAY OF Jan, 20 22

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: *Joseph Abruzzo*
Deputy Clerk

PLANNING AND ZONING BOARD REPORT

PZB Project Number 22-00900002 (Ordinance 2022-15): Consideration of a Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for the project commonly referred to as “Lake Worth Station” located at 930 N G Street to construct a 5-story, 81 dwelling unit mixed use development with 39 multi-family units proposed to qualify as workforce housing and office space. The sustainable bonus request is for additional density and height. The property is zoned Transit Oriented Development – East (TOD-E).

Meeting Date: August 03, 2022

Revised August 22, 2022

Property Owner: Ricardo Hernandez - Bridge Holding, LLC

Applicant: Ricardo Hernandez - Bridge Holding, LLC

Project Manager: Patricia Ramudo – IBI Group

Address: 930 N G Street

PCNs:

38-43-44-21-15-274-0080; 38-43-44-21-15-274-0070;

38-43-44-21-15-274-0040; 38-43-44-21-15-274-0030;

38-43-44-21-15-274-0020

Size: 1.084 Acre Lot

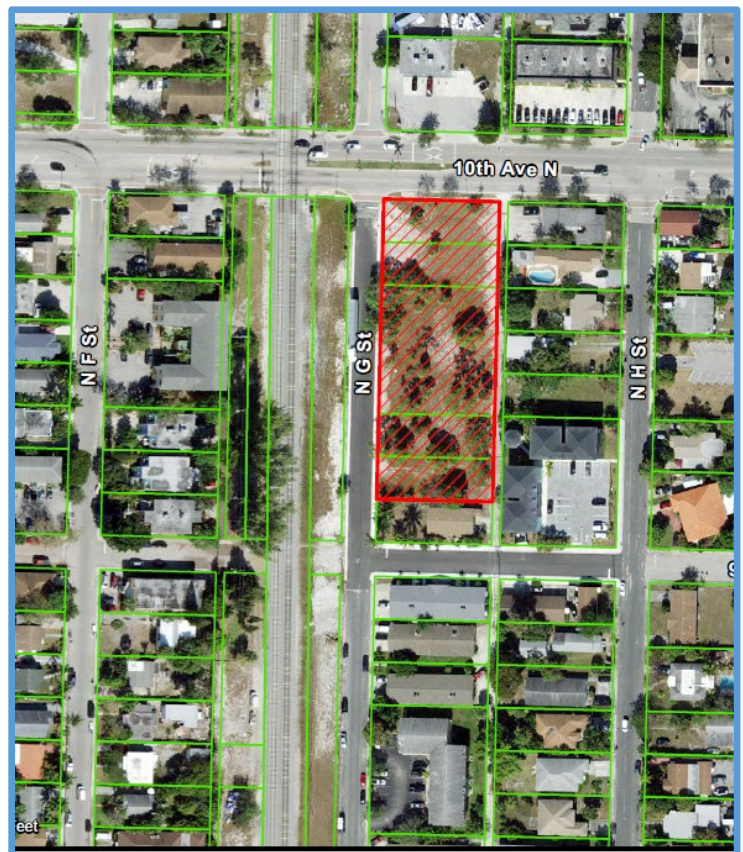
General Location: Northwest corner of 10th Avenue and North G Street

Existing Land Use: Vacant

Current Future Land Use Designation: Transit Oriented Development (TOD)

Zoning District: Transit Oriented Development - East (TOD-E)

Location Map



RECOMMENDATION

The documentation and materials provided with the application request were reviewed for compliance with the applicable guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs), and for consistency with the Comprehensive Plan and Strategic Plan. The proposed Mixed Use Urban Planned Development, Major Site Plan, and Conditional Use is consistent with the Comprehensive Plan, Strategic Plan, and LDRs, as conditioned, and, therefore, a **recommendation of approval with conditions** is provided to the Planning and Zoning Board. The conditions are located on page 9 of this report.

PROJECT DESCRIPTION

The applicant, Ricardo Hernandez - Bridge Holding, LLC, is requesting approval of the following Lake Worth Station located at 930 North G Street:

- A **Mixed Use Urban Planned Development** request to construct an approximately 5-story, 81-unit multi-family residential structure, two office spaces, and additional site improvements.
- **Major Site Plan** for the development of mixed-use development in excess of 7,500 square feet.
- A **Conditional Use Permit** request to develop a multi-family residential use structure greater than 7,500 square feet.
- A **Sustainable Bonus** request for additional density and height.

The Applicant is proposing a mixed-use development on a 1.084-acre vacant lot with the purpose of improving the area while contributing to the commercial, residential, and recreational uses surrounding the area. The proposed mixed-use project includes the construction of a five-story building, surface parking and site amenities, to serve 81 multi-family residential units and 2 offices (accessory leasing office and co-work office space open to the public). Of the 81 residential units, 63 will be 1-bedroom units and 18 will be 2-bedroom units. Thirty-nine (39) of the 1-bedroom units have been designated as workforce housing through the PBC Workforce Housing program. The concept behind this project is intended to provide a mixed-use development with an open plaza to serve the residents and businesses, as well as the community. The proposed mixed-use project of residential and office will ensure compatibility with the surrounding mixed uses that promote walkable and interconnected uses with a mix of densities and intensities and access to transit, bicycle, pedestrian, and other modes of transportation.

COMMUNITY OUTREACH

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

BACKGROUND

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

Construction: Currently, there are no existing structures on the site.

Use: The property's existing use is vacant.

Code Compliance: There are no active code case on the subject site.

ANALYSIS

Consistency with the Comprehensive Plan and Strategic Plan

The subject site has a Future Land Use (FLU) designation of Transit-Oriented Development (TOD). Per policy 1.1.1.8, the land use category is intended to promote compact, mixed-use development near proposed or existing transportation infrastructure to encourage diversity in the way people live, work and commute. The maximum density of permitted residential development is 60 dwelling units per acre. The preferred mix of uses area-wide is 75% residential and 25%*

non-residential. All buildings are required to provide transitional buffering and design features to mitigate impact of the TOD sites adjacent to residential zoning districts.

* Excludes sustainable bonus incentives per FLUE Policy 1.2.3.4

The City's Strategic Plan focuses on fostering safer neighborhoods, encouraging community pride, building a vibrant and diverse economy, planning for the future, and enhancing the natural, historic, and cultural environment of the City. Pillar II and Pillar IV of the Strategic Plan state that the City shall achieve strengthening Lake Worth Beach as a community of neighborhoods and navigating towards a sustainable community. Pillars II.A, II.B, IV.A, and IV.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, achieve economic and financial sustainability through a versatile and stable tax base, and ensuring facility placement, construction and development that anticipates and embraces the future. The proposed multifamily building, office component and associated site improvements will contribute towards the City's Pillars II.A, II.B, IV.A, and IV.E of the Strategic Plan.

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

Consistency with the Land Development Regulations

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

Analysis: The proposed Mixed Use Urban Planned Development was reviewed for compliance with Section 23.3-25. The subject planned development is requesting to waive or relax base zoning district requirements in two (2) areas of the LDRs. The applicant has requested to reduce the west side setback from 10 feet to 9 feet to allow for a more substantial landscape buffer on the east side (alley side) of the property while maintaining parking lot travel lane widths and turn radii. The applicant is also requesting to reduce the living area for one-bedroom units from required minimum 600 square feet to 584 square feet, or a reduction of 16 ft (2.67%). The applicant has stated that they are requesting that reduction in support of the proposed workforce housing. Policy 3.1.2.2 of the Housing & Neighborhood Element in the Comprehensive Plan allows for a 15% reduction in living area requirements for affordable and workforce housing. The project also features approximately 1,700 sf of common area on the 5th floor for residents. The applicant will pursue the required unity of control for the petition, and has provided the required supporting information and development plans that comprise the master development plan. The proposal meets the minimum site area requirement of 0.5 acres. Outdoor storage is not proposed. The project planned development meets all land development requirements.

Transit Oriented Development – East (TOD-E): Per LDR Section 23.3-19(a), the TOD-E transit-oriented development east district is designed for the areas around the FEC railroad tracks and desired future locations for intra-city, light rail transit, specifically Lake Avenue, Lucerne Avenue, 1st Avenue South, 10th Avenue North and 9th Avenue South. The TOD-E district is intended to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation infrastructure. The TOD-E district is also intended to encourage arts, entertainment and cultural activities in the city. The establishment of certain uses is subject to conditional use review to ensure they will not create excessive problems for through traffic, or have a negative impact on nearby residential areas or the commercial viability of their neighbors. The district implements in part the mixed-use land use category of the Lake Worth Comprehensive Plan.

The table and topic area analysis below evaluate the proposed site features and the project's compliance with the Code, including requests to waive or relax base zoning district requirements as permitted in planned developments and factoring in the Sustainable Bonus incentives, Planned Development incentives, and the Comprehensive Plan maximums:

Development Standard		Base Zoning District Transit Oriented Development - East (TOD-E)	Mixed-Use Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP)	Provided
Lot Size (min) In square feet (sf)		13,000 sf	0.5 acres min	1.084 acres
Lot Width (min)		100'	100'	135'
Setbacks	Front (min)	10'	18'-22' ¹	18'
	Rear (min) ²	34'	42'-46' ¹	83'
	Street Side (min) – west (North G Street)	10'	10'	9'³
	Alley Side (min) – east	0'	0'	69'
Impermeable Surface Coverage (maximum)		65%	65%	62%
Structure Coverage (max)		50%	60%	29%
Density (max)		40 du/acre (43 units)	75 du/acre ⁴ (81.3 units)	74.72 du/acre (81 Units)
Building Height (max)		30' (max. 2 stories)	68.75' ⁴ (30' Plus 25' = 55' x 1.25)	54'10" 5-stories total
Maximum Wall Height at Side Setback		30'	45'	45'
Floor Area Ratio (FAR) (max)		1.1	3.313 ⁴	1.43
Living Area (minimum)	Studio	400 sf	400 sf	NA
	One- bedroom units	600 sf	600 sf	584⁵ sf 2.67% reduction (16 sf)
	Two- bedroom units	750 sf	750 sf	891 sf

	Three-bedroom units	900 sf	900 sf	NA
Parking		130.5 spaces	98 ⁶	98
Flood Zone / Wellfield Zone		Flood Zone X not in floodplain / Wellfield Zone 4	NA	NA
1. Additional height and stories setback for sustainable incentive: buildings in excess of thirty (30) feet in height in addition to sustainable incentive shall provide an additional front and rear setback of between eight (8) and twelve (12) feet to the minimum required front and rear setbacks.				
2. 15 ft. or 10% of lot depth when next to residential zoning district.				
3. Applicant has requested to reduce the side setback on the west side setback from 10 feet to 9 feet				
4. Per Policy 1.2.3.4 of the Comprehensive Plan's Sustainable Bonus, allowing for a 25% bonus in density, intensity and height over Table 1 for urban planned developments less than 2 acres.				
5. Applicant has requested to reduce the living area for one-bedroom units from 600 square feet to 584 square feet, or 16 sf (2.67%). A 15% reduction living area is permitted for workforce housing per Policy 3.1.2.2 of the Housing & Neighborhood Element in the Comprehensive Plan.				
6. A 25% parking reduction for mixed use projects was requested per LDR Section 23.4-10(h)1. Total parking includes off-street parking (including electric vehicle (EV) charging spaces and a bike rack) and on-street parking (including two delivery and rideshare spaces) for multi-family residential and two office spaces.				

Section 12-7, Dumpster Requirements: The location of all dumpsters shall be approved by the public services director or his designee and/or the building official or his designee. All dumpsters shall meet the requirements set forth in this section and all other ordinances, rules, regulations and policies adopted by the city.

Analysis: The proposed dumpster location was reviewed by Public Works, who determined that the dumpster was consistent with the size and screening requirements. The dumpster enclosure is proposed to be a concrete masonry unit (CMU) enclosure located at the southeast corner of the site.

Section 23.4-3, Exterior Lighting: All outdoor lighting shall be installed in conformance with the provisions of this chapter, applicable electrical and energy codes, and applicable sections of the building code.

Analysis: A photometric plan was provided depicting compliance with the exterior lighting requirements in Section 23.4-3. A recommended condition of approval has been provided requiring the proposed lighting to comply with Dark Skies lighting recommendations. The proposed fixtures shall be required to have a warm tone setting of 3000 K or less. The proposed fixtures may be substituted with similar fully shielded light fixtures at building permit to achieve a warm LED light tone of 3000K or less if the proposed fixture cannot be set to provide the required light tone.

Section 23.4-10. - Off-street parking: This section provides general provisions for off-street parking. The standards "apply to all parking spaces required for new buildings, new uses, additions, enlargements, or changes."

Analysis: The required parking for the multi-family and office mixed use proposal is 98 spaces. The parking spaces were calculated at the following:

- 1.5 spaces/unit for the multi-family one-bedroom unit proposal (94.5 spaces for 63 units)
- 1.75 spaces/unit for the multi-family two-bedroom unit proposal (31.5 spaces for 18 units)
- 1 space/400 square feet for the office/co-work space and leasing space (4.5 spaces 1,782 sf office)
- A 25% parking reduction per LDR Section 23.4-10(h)1 (131 spaces x .75 = 98.25 = 99 required spaces)
- Proposed two (2) bicycle racks with 2 bicycles each to count as two parking spaces per LDR Section 23.4-10(l), *Parking alternates*

- 14 tandem and compact spaces are less than 25% of required parking per LDR Section 23.4-10(l), *Parking alternates*

The proposed 97 parking spaces, which include 12 on-street spaces, 14 tandem compact spaces, 1 alternative space (2 bicycle racks with 2 bicycles each) and 4 electric vehicle charging spaces. The tandem spaces will be located at the south side of the proposed building. The tandem spaces will be conditioned to be assigned to multi-family two-bedroom units. The applicant has agreed to this condition assigning the tandem parking spaces to seven (7) multi-family two-bedroom units. The fourteen (14) tandem and compact spaces will be located at the southwest corner of the site. The four (4) electric vehicle charging stations are proposed to be located at the northeast corner of the site.

The proposed on-street parking also includes two delivery and rideshare spaces located on the northeast side of North G Street. All of the proposed on-street parking (12 spaces total) will be located along the east side of North G Street. Public Works will require additional offsite improvements to adequately provide proper drainage and traffic circulation directly related to the improvement of North G Street from 10th Avenue North to 9th Avenue North.

Additionally, Public Works is also requiring the improvement of the 10-foot alley located east of the subject site to be improved. A condition will be proposed to improve the 10-foot alley to the east to mill, grade, and compact the existing pavement from 10th Avenue North to 9th Avenue North. To accommodate the proposed on-street parking for this project, as it is depicted in the site plan, it will be necessary to shift the center line of North G Street to maintain travel lanes of adequate and equal width. To accomplish this, Public Works is proposing a condition that the road will need to milled and resurfaced to move the crown of the road and change the centerline. The Public Works Department has also requested the applicant provide a sidewalk along the west side of North G Street.

Signage: Signage is required to comply with the size and design requirements in the Land Development Regulations. The proposed signage will be reviewed at building permit for consistency with these requirements.

Section 23.6-1. - Landscape regulations: *The objective of this section is to provide minimum standards for the installation and maintenance of landscaping within the city. Per Section 23.6-1(c)(2), "on the site of a building or open-lot use providing an off-street parking, storage or other vehicular use area, where such an area will not be screened visually by an intervening building or structure from an abutting right-of-way or dedicated alley, shall require landscaping".*

Analysis: The development proposal provides perimeter and interior landscaping and shade trees. The proposed landscaping is consistent with the City's landscape regulations and the Major Thoroughfare Design Guidelines. Tree species include a mix of Gumbo Limbo, Simpson Stopper, Live Oak and Pigeon Plum trees for the perimeter plantings and with multiple native and non-native shrubs, grasses and groundcovers for the interior plantings. The proposed landscape complies with the City's requirement that a minimum 75% of all required plants be Florida native.

As required by the tree removal provisions in the landscape regulations, the applicant submitted a tree survey and disposition plan that was reviewed by staff. The diameter at breast height (DBH) for the existing trees with a condition rating of fifty (50) percent or greater on the property is used to calculate the replacement tree requirement. After the review of the Tree Survey, Disposition Plan and Landscape Plan staff determined that there is a replacement and mitigation shortfall of 72 Diameter inches with an average tree size of 11 inches. Since the property cannot accommodate all of the required tree replacements on site, an in-lieu of fee may be paid into the Tree Canopy Restoration Fund as a substitute to replacement. Therefore, staff has proposed a condition requiring the payment of \$14,000 into the City's Tree Canopy Restoration fund prior to the issuance of a building permit.

Section 23.2-31 - Site Design Qualitative Standards (Attachment A)

Site Design Qualitative Standards 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. The qualitative standards are designed to ensure that site improvements are*

arranged in ways which cannot be otherwise accomplished with quantitative standards.” These qualitative standards are applicable to site plan applications as well as all conditional uses. The Major Thoroughfare Design Guidelines are an adopted component of these Site Design Qualitative Standards as per Section 23.2-31(j), which are applicable to properties adjacent to the City’s major thoroughfares inclusive of the subject site. Compliance determination with the applicable standards in Section 23.2-31 are provided in Attachment A. **The following analysis of the site, building, vehicular use area and appearance support the compliance findings for the applicable standards listed in Attachment A and in the Major Thoroughfare Design Guidelines.**

Site Design Qualitative Standards Analysis (including vehicular use areas) and Major Thoroughfare Design Guidelines: The proposed improvements to the site, including landscaping and architecture are generally consistent with the Major Thoroughfare Design Guidelines. The character of the proposed development is consistent with the Vision for the Major Thoroughfare Design Guidelines, providing for a vibrant, diverse, safe, inviting and sustainable features. With an open plaza, located at the 10th Avenue North frontage, the project invites community interaction. The perimeter public sidewalks provide walkability and connectivity to the on-site pedestrian walkways. The building is placed along the North G Street corridor, with surface parking east of the building, such that it minimizes any adverse effects to its neighbors. Driveway access is placed on the north and west side streets, minimizing vehicular interaction with the pedestrian circulation. On-site parking is designed along the south and east of the property, screening it from public view, by means of low walls and landscaping. Screening of the on-site parking is provided by placing it at the rear of the property and will be screened by the buildings and landscape improvements. Public Works has proposed conditions of approval requiring Public Works is also requiring the improvement of the 10-foot alley located east of the subject site to be improved and the installation of a sidewalk along west side of North G Street. The solid waste dumpster will be located in an enclosure located at the southeast of the property and will provide collection and storage of solid waste and recyclables. Site lighting will comply with the City’s lighting design and illumination standards, such that it will not spill over to surrounding properties. Landscaping of the perimeter buffers will be designed in such a manner as to compliment the architectural style of the buildings. The project will also feature an open plaza with a sculpture located in the NW corner of the project along 10th Avenue North.

The proposed improvements to the site are harmonious as a whole, will improve the aesthetics of the site, and will be an asset to the neighborhood.

The existing uses in the surrounding area are as follows:

Direction	Future Land Use	Zoning District	Existing Use
North	Transit Oriented Development (TOD)	Transit Oriented Development – East (TOD-E)	The 10th Avenue North / Mixed-Use Commercial
South	Transit Oriented Development (TOD)	Transit Oriented Development – East (TOD-E)	Single-family home
East	Transit Oriented Development (TOD)	Mixed Use – Dixie Highway (MU-DH)	A platted 10’ alley (unimproved)/residential lots, comprised of single family, apartment buildings and a vacant lot.
West	Transit Oriented Development (TOD)	Transit Oriented Development – East (TOD-E)	The North G Street 40’ municipal ROW/vacant parcel, which abuts the Florida East Coast Railroad right-of-way.

The proposed uses and site improvements will not negatively affect the existing surrounding properties and uses. The proposed changes are harmonious and compatible with the existing industrial area.

Community Appearance Criteria:

The proposed mixed-use proposal including new construction, new landscaping, and associated site improvements represent an enhancement in the general appearance of the property over the existing vacant lot. The proposed architecture of the building is appropriate and in harmony with the surrounding residential and nonresidential area. Overall, the proposed development proposal represents a substantial improvement in the visual appearance of the property. The project will also feature an open plaza with a sculpture located in the NW corner of the project along 10th Avenue North. Overall, the proposed project represents a substantial improvement in the visual appearance over the existing property and is consistent with the Comprehensive Plan, Major Thoroughfare Design Guidelines and the City's Land Development Regulations (LDRs). The project is in conformity with the principals of good design and quality and is in harmony with the city and the surrounding area as conditioned.

Conditional Use Findings (Attachment B)

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

The proposed conditional use is not anticipated to impact the surrounding area greater than uses permitted by right. The site is currently vacant and is proposing multifamily buildings and office space that does not utilize the maximum development potential. The building will be served by municipal services, including water, sewer, refuse, fire and police. The site is located on an arterial roadway. The proposed associated site improvements would provide new screening and site circulation.

Section 23.2-33(c) - Sustainable Bonus Incentive Program (SBIP)

The City of Lake Worth Beach 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.

Per Policy 1.2.3.4 of the City's Comprehensive Plan, a mixed-use urban planned development located west of Dixie Highway may obtain a 50% bonus on density, intensity (FAR), and height over the base line as outlined in Table 1 of the Comprehensive Plan. The Applicant is asking for a bonus height and bonus density which are less than the maximum allowances that can be permitted for height and intensity through a sustainable bonus incentive in a planned development in the TOD-E zoning district.

The total square footage of bonus area above the second floor is +/-39,944 square feet. On the 5th floor, approximately 12,236 square feet includes the 15 density bonus units. Therefore, the value of required improvements for the SBIP bonus areas is \$207,810 (27,708 sf X \$7.50 per sf) plus an additional \$183,540 (12,236 sf X \$15 per sf) for the additional units on the 5th floor. The total incentive value is \$391,350. Fifty percent (50%) of the incentive award value is \$195,675, which the applicant is required to pay to the City. For the remaining 50% of the incentive award value (\$195,675), the applicant is proposing the following qualified on-site improvements including on-street sidewalk & signage improvements on west side of North G Street (\$30,000), 39 deed restricted affordable/workforce housing units, which is equal to 48% of all units (48% of \$195,675 = \$93,924), a public plaza along 10th Avenue North (\$30,000) and a Public

Art (sculpture with a minimum \$50,000 value). The total value of the qualifying improvements is \$203,924, which exceeds the required incentive value of \$195,675.

The total remaining payment by the applicant to the City for the additional height and density is anticipated to be \$195,675.

CONCLUSION AND CONDITIONS

The TOD-E district is intended to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation infrastructure. Based on the data and analysis in this report and the supporting materials by the applicant, the proposed site plan, building design, landscaping, and site circulation are appropriate and consistent with the City's Comprehensive Plan, Strategic Plan, Major Thoroughfare Design Guidelines, and Land Development Regulations with the two (2) requested minor reductions to the side back (9 ft provided) and the 1-bedroom living area (584 sf provided). The proposed site circulation, parking, refuse, delivery, and amenity locations anticipated to minimize and/or mitigate any impacts of the mixed-use proposal on the adjacent and proximate uses. The project also features a public plaza, rooftop resident amenity area, and street improvements on the west side of North G Street. Therefore, a recommendation of approval is provided to the PZB with the following conditions:

Planning & Zoning

1. Fifty percent (50%) of the sustainable bonus fee (\$195,675) and any portion of the remaining sustainable bonus fee (up to an additional 50%) after qualifying improvements are deducted shall be paid to the City within one year of approval, or prior to the issuance of the building permit, whichever comes first.
2. Fifty percent of the sustainable bonus fee (\$195,675) shall be paid to the City within one year of approval, or prior to the issuance of the building permit, whichever comes first.
3. Public art (sculpture) proposed shall be reviewed by the CRA's LULA program prior to installation.
4. Prior to building permit application,
 - a. A Unity of Title will be required for all applicable parcels.
 - b. An address application shall be required to be submitted prior to application for building permit.
5. Prior to the issuance of a building permit, the applicant shall pay \$14,000 into the City's Tree Canopy Restoration fund.
6. Prior to issuance of a building permit, the applicant shall submit the final School District Availability Determination from the PBC School District and shall pay all applicable fees to PBC prior to the issuance of a building permit.
7. The proposed mixed-use project shall comply with Palm Beach County's Unified Land Development Best Management Practices for Wellfield Protection.
8. All lighting shall comply with lighting code regulations in LDR Section 23.4-3. Further, lighting fixtures shall comply with dark skies fixture recommendations, including a 3000K light tone or less for LED lighting, and shall be consistent with the architectural style of the project as determined by the Development Review Official.
9. The 14 proposed compact/tandem spaces located at the south end of the building shall be assigned to the multifamily two-bedroom units.
10. A public access/sidewalk easement shall be required on the west property line.
11. A video security system shall be required for the property.
12. Prior to the issuance of building permit for commercial signage, a Minor Site Plan amendment to establish a Uniform Master Sign Program for individual tenants/businesses in accordance with the City's Land Development Regulations is required. Directional signage shall be exempt from the minor site plan requirement provided that is appropriately scaled and architecturally consistent.
13. A minor site plan amendment shall be required if site modifications are required to implement the conditions of approval.

14. A more vibrant exterior color scheme more in keeping with the colorful diversity and charm of the City is suggested.

Public Works

Standard Conditions of Approval:

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. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Works.
3. In the event of a legal challenge to this approval, the applicant/owner shall be responsible for all costs to defend the action of the city in approving any and all permits related to this application. Should the applicant fail to enter into an agreement to fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.

Additional Conditions of Approval

1. Prior to issuance of a building permit:
 - 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 meet with a representative from Public Works Solid Waste and Recycling Division to confirm dumpster enclosure location, accessibility and demand on property and that it is compatible with the requirements of the Department of Public Works. Solid Waste and Recycling Division contact number is 561-533-7344.
 - d. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
2. Prior to the issuance of a certificate of occupancy:
 - a. To accommodate the proposed on-street parking for this project, as it is depicted in the site plan, it will be necessary to shift the center line of North G Street to maintain travel lanes of adequate and equal width. To accomplish this the road will need to be milled and resurfaced to move the crown of the road and change the centerline.
 - b. New striping will be required from the intersection of North G Street and 9th Avenue North to the intersection of North G Street and 10th Avenue North, including stop bars and reflective pavement markers at the intersections.
 - c. The west ROW of North G Street shall be improved with the addition of 5-foot-wide sidewalk, if determined to be required by the Public Works Director at building permit, and conforming to City specification from the intersection of North G Street to the intersection of 9th Avenue North. The sidewalk will meet ADA requirements and terminate at both intersections with ADA compliant ramps and tactile surfaces.
 - d. A stop sign shall be installed at the intersection of North G Street and 9th Avenue North facing southbound traffic.
 - e. "No Parking Any Time" signs shall be installed along the west ROW of North G Street but will not be installed any further south than the point along North G Street where the property line of the project ends.
 - f. A cross-section showing the existing 40' ROW of North G Street in its current condition and a cross section showing the ROW after the change of the centerline of North G Street will need to be provided prior to City Commission.
 - g. Alleyway improvements consisting of 4-inch asphalt millings, graded and compacted, shall be constructed from 10th Avenue North to 9th Avenue North.

- h. 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. A pre-construction video of the entire perimeter shall be performed and submitted to the City.
 - i. The applicant shall fine grade and sod all disturbed areas with bahia sod.
 - j. 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.
 - k. 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.
3. 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.
 4. The sidewalk on the east side of North G Street that is bisected by the project property line shall be maintained solely by the property in perpetuity and the City will not be held legally responsible for injuries associated with it.

Utilities – Water & Sewer

1. Prior to building permit issuance, capacity fees are due.
2. Provide a public access easement along the sidewalk that is outside the N G Street right of way.

Electric Utilities

1. Prior to application and the issuance of a building permit, Electric Utilities is requesting the following:
2. Items in regards to the facility's Electrical Site Plan drawings (Electrical Details - E21_222028 BH) are needed to more accurately determine the location of the Electrical Equipment, the Electrical Connections, and Wiring, including Underground (UG)
3. An appropriate Power Distribution Planning to ensure that there is adequate capacity (transformer capacity and feeder capacity) to meet the load demands of the facility shall be specified
4. The facility's potential annual electric energy (power consumption) shall be determined
5. If Electric Vehicle (EV) Chargers are considered: Please provide the number of EV chargers to be installed as well as type of chargers. For example, does the applicant intend to install Level II charger or Level III DC Fast chargers? Quantities of each type? And will these be connected from the facility's main meter or connected directly to the City's electric utility distribution system?
6. The Electric Utility Dept. is requesting a review meeting with the developer & electrical engineers to review and clarify any additional electrical related items.

Prior to the issuance of a building permit:

7. Show the location of the Padmount Transformers, Automatic Transfer Switch (ATS), and the meter banks. The Padmount Transformer locations will need to be in an accessible location to our trucks and will need 8-ft (8 feet) of minimum clearance in the front and 3-ft (3 feet) of minimum clearance on the sides and rear. This clearance includes landscaping. None trees, plants, shrubs or vegetations are allowed within the clearance
8. Provide the electric riser diagrams for all buildings, the proposed electrical loads and the voltages required, including proposed Electrical Cable Schedules
9. Provide the Amp Sizes and Voltages for any other services needed than the commercial units, such as lighting, irrigation, etc. If any meter is over 320 amps for Single Phase, and over 200 amps for 3-Phase, a CT Cabinet and CT Meter Can will need to be installed. All meters and CT Cabinets will need a minimum of 36" (36 in) of clearance in front of them
10. Provide a 10-ft (10 feet) wide utility easement for the underground electric lines, Padmount Transformers & Switchgear that will serve this project. The Main Electric Line Routing from the Poles to the Padmount Transformers will be determined by the Lake Worth Beach design engineer
11. Transformer & Electrical Equipment Box Pad Elevations shall be FEMA 100 yr. Flood-Plain Elevation + 1-ft (1 feet)

12. Provide details for Temporary Power during construction, Voltage & Amps and approximate Location of service point
13. Complete payment to Lake Worth Beach for electrical infrastructure costs for labor & materials to serve this project
14. The customer will be responsible for installing any Secondary Conduit at a minimum of 24" (24 in) deep from the Secondary Winding of the Transformer of the property to the building
15. The customer will be responsible for Any and All labor and material costs for providing electric service to this project.
16. The CLWB will procure one (1) Padmount Transformer and Box Pad to serve the facility, the owner/developer is responsible for the reimbursement costs to the City. The City will procure one (1) Spare Padmount Transformer at the City's expense.

Prior to the issuance of a Certificate of Occupancy:

17. Provide copy of recorded Utility Easement.
18. Note that No permanent power can NOT be provided until a Final Electrical Inspection is done.

ADVISORY BOARD POTENTIAL MOTION:

I move to **recommend approval with conditions** of the request for the Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for Lake Worth Station at 930 N G Street based on upon the competent and substantial evidence provided in the staff report and in the testimony at the public hearing.

I move to **recommend disapproval** of the request for the Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for Lake Worth Station at 930 N G Street. The project does not meet the conditional use criteria for the following reasons [Board member please state reasons.].

Consequent Action: *The Planning & Zoning Board's recommendation will be forwarded to the City Commission as part of the public hearing supporting documents and materials upon first reading of Ordinance 2022-15.*

ATTACHMENTS

- A. Qualitative Development Standards
- B. Conditional Use Findings
- C. Application Package (site plan, architectural plans & supporting documents)

ATTACHMENT A – Qualitative Development Standards

Section 23.2-31(c) – Qualitative Development Standards	Analysis
<p>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.</p>	In Compliance
<p>2. Preservation of natural conditions. The natural (refer to landscape code, Article 6 of these LDRs) landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal and by such other site planning approaches as are appropriate. Terrain and vegetation shall not be disturbed in a manner likely to significantly increase either wind or water erosion within or adjacent to a development site. Natural detention areas and other means of natural vegetative filtration of stormwater runoff shall be used to minimize ground and surface water pollution, particularly adjacent to major waterbodies. Fertilizer/pesticide conditions may be attached to development adjacent to waterbodies. Marinas shall be permitted only in water with a mean low tide depth of four feet or more.</p>	In compliance
<p>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.</p>	In compliance
<p>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.</p>	In compliance
<p>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.</p>	In compliance
<p>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.</p>	In compliance
<p>7. Pedestrian circulation. There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.</p>	In compliance
<p>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.</p>	In compliance
<p>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</p>	In compliance

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.

10. Design of on-site public right-of-way (ROW). On-site public street and rights-of-way shall be designed to for maximum efficiency. They shall occupy no more land than is required to provide access, nor shall they unnecessarily fragment development into small blocks. Large developments containing extensive public rights-of-way shall have said rights-of-way arranged in a hierarchy with local streets providing direct access to parcels and other streets providing no or limited access to parcels. **Not applicable**

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. **In compliance**

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. **In compliance**

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. **In compliance**

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. **In compliance**

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. **In compliance**

Section 23.2-31(d) - Qualitative Buildings, generally	Analysis
<p><i>1. Buildings or structures which are part of a present or future group or complex shall have a unity of character and design. The relationship of forms of the use, texture and color of material shall be such as to create one (1) harmonious whole. When the area involved forms an integral part of, is immediately adjacent to, or otherwise clearly affects the future of any established section of the city, the design, scale and location of the site shall enhance rather than detract from the character, value and attractiveness of the surroundings. Harmonious does not mean or require that the buildings be the same.</i></p>	In compliance
<p><i>2. Buildings or structures located along strips of land or on a single site, and not a part of a unified multi-building complex shall achieve as much visual harmony with the surroundings as is possible under the circumstances. If a building is built in an undeveloped area, three (3) primary requirements shall be met, including honest design construction, proper design concepts, and appropriateness to the city.</i></p>	In compliance
<p><i>3. All façades visible to public or adjacent property shall be designed to create a harmonious whole. Materials shall express their function clearly and not appear foreign to the rest of the building.</i></p>	In compliance

4. *The concept of harmony shall not infer that buildings must look alike or be of the same style. Harmony can be achieved through the proper consideration of scale, mass, bulk, proportion, height, orientation, site planning, landscaping, materials, rhythm of solids to voids and architectural components including but not limited to porches, roof types, fenestration, orientation and stylistic expression.* **In compliance**
5. *Look-alike buildings shall not be allowed unless, in the opinion of the board, there is sufficient separation to preserve the aesthetic character of the present or evolving neighborhood. This is not to be construed to prohibit the duplication of floor plans and exterior treatment in a planned development where, in the opinion of the board, the aesthetics or the development depend upon, or are enhanced by the look-alike buildings and their relationship to each other.* **Not Applicable**
6. *Buildings, which are of symbolic design for reasons of advertising, unless otherwise compatible with the criteria herein, will not be approved by the board. Symbols attached to the buildings will not be allowed unless they are secondary in appearance to the building and landscape and are an aesthetic asset to the building, project and neighborhood.* **Not Applicable**
7. *Exterior lighting may be used to illuminate a building and its grounds for safety purposes, but in an aesthetic manner. Lighting is not to be used as a form of advertising in a manner that is not compatible to the neighborhood or in a manner that draws considerably more attention to the building or grounds at night than in the day. Lighting following the form of the building or part of the building will not be allowed if, in the opinion of the board, the overall effect will be detrimental to the environment. All fixtures used in exterior lighting are to be selected for functional as well as aesthetic value.* **In compliance**
8. *Building surfaces, walls and roofs shall be compatible and in harmony with the neighborhood.* **In compliance**
9. *"Take-out" or "pick-up" windows of retail or wholesale establishments shall not be located on a building façade that faces a public right-of-way, unless they are designed in such a manner as to constitute an aesthetic asset to the building and neighborhood.* **Not Applicable**
10. *All exterior forms, attached to buildings, shall be in conformity to and secondary to the building. They shall be an asset to the aesthetics of the site and to the neighborhood.* **In compliance**
11. *All telephones, vending machines, or any facility dispensing merchandise, or a service on private property, shall be confined to a space built into the building or buildings or enclosed in a separate structure compatible with the main building, and where appropriate and feasible, should not be readily visible from off-premises.* **Not Applicable**
12. *Buildings of a style or style-type foreign to south Florida or its climate will not be allowed. It is also to be understood that buildings which do not conform to the existing or to the evolving atmosphere of the city, even though possessing historical significance to south Florida, may not be approved.* **Not Applicable**
13. *No advertising will be allowed on any exposed amenity or facility such as benches and trash containers.* **In compliance**
14. *Light spillage restriction. The applicant shall make adequate provision to ensure that light spillage onto adjacent residential properties is minimized.* **In compliance**

Section 23.2-31(h) – Criteria for parking lots and vehicular use areas	Analysis
<p>1. <i>Parking lots and other vehicular use areas are to be designed as an aesthetic asset to a neighborhood and to the building, group of buildings, or facility they serve. A parking lot is to be considered an outside space; a transitional space that is located between access areas (such as roads) and the building, group of buildings or other outside spaces which it serves. The parking lot, because it is viewed from above as well as at eye level, should be designed accordingly.</i></p>	In compliance
<p>2. <i>Parking lots, vehicular use areas, and vehicles parked therein are to be effectively screened from the public view and from adjacent property in a manner that is attractive and compatible with safety, the neighborhood and the facility served.</i></p>	In compliance
<p>3. <i>The responsibility for beautification and design of a parking lot is the same as that which a homeowner has to his residential lot. The atmosphere within a parking lot or vehicular use area is to be as pleasant and park-like as possible, rather than a harsh stand of paving. Trees are of primary importance to the landscape and are not to be minimized in either height or quantity. Trees impart a sense of three-dimensional space in a relatively flat area. Trees cast shadows that help to reduce the monotony of an expanse of paving and create a refuge from the tropical sun. Signs designating entrances, exits and regulations are to be of a tasteful design and shall be subject to review by the board. Consideration may be given to use of pavement which is varied in texture or color to designate lanes for automobile traffic, pedestrian walks and parking spaces. Brightly colored pavement is to be used with restraint. In order to create a pleasant atmosphere, it is recommended that consideration be given to sculpture, fountains, gardens, pools and benches. Design emphasis is to be given to the entrance and exit areas of the lot. Trash, refuse and unaesthetic storage and mechanical equipment shall be screened from the parking lot.</i></p>	In compliance
<p>4. <i>Lighting is to be designed for visual effects as well as safety and resistance to vandalism. Care should be taken not to create a nuisance to the neighborhood from brightness or glare. Low lights in modest scale can be used along with feature lighting emphasizing plants, trees, barriers, entrances and exits. The fixtures are to be selected for functional value and aesthetic quality. Fixtures should be regarded as "furniture of the parking lot" which are visible both day and night.</i></p>	In compliance

Section 23.2-31(l) – Community Appearance Criteria	Analysis
<p>1. <i>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.</i></p>	In compliance
<p>2. <i>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.</i></p>	In compliance
<p>3. <i>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.</i></p>	In compliance
<p>4. <i>The proposed structure or project is in compliance with this section and 23.2-29, Conditional Use Permits (CUP), as applicable.</i></p>	In compliance

ATTACHMENT B - Findings for Granting Conditional Uses

Prior to approving any conditional use permit, the decision-making authority shall find based on competent and substantial evidence that the following criteria related to conditional uses are met:

Section 23.2-29(d) General findings relating to harmony with LDRs and protection of public interest.	Analysis
1. <i>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.</i>	In compliance
2. <i>The conditional use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.</i>	In compliance
3. <i>The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the site for some use permitted by right or some other conditional use permitted on the site.</i>	In compliance
4. <i>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.</i>	In compliance
Section 23.2-29(e) Specific findings for all conditional uses.	Analysis
1. <i>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.</i>	In compliance
2. <i>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</i>	In compliance
3. <i>The proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.</i>	In compliance
4. <i>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.</i>	In compliance
5. <i>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.</i>	In compliance
6. <i>The proposed conditional use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.</i>	In compliance

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.* **In compliance**

8. *The proposed conditional use will not generate light or glare which encroaches onto any residential property in excess of that allowed in section 23.4-10, Exterior lighting.* **In compliance**

STAFF REPORT REGULAR MEETING

AGENDA DATE: January 17, 2023

DEPARTMENT: Leisure Services

TITLE:

Ordinance No. 2023-01 – Second Reading - Adopting amendments to Chapter 7 “Beaches, Parks and Recreation” to provide for Regulation of Launching and Landing of Aircraft

SUMMARY:

Adoption of this ordinance would amend Chapter 7 “Beaches, Parks and Recreation” to provide regulations for the launching and landing of aircrafts.

BACKGROUND AND JUSTIFICATION:

The City Commission recognizes it has threatened and endangered species within its jurisdiction that may be impacted by the use of drones and other aircrafts.

The City Commission desires to regulate the launching and landing of aircraft at its parks and recreation facilities to increase protection for such threatened and endangered species.

The adoption of this ordinance is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors. The City Commission voted unanimously to approve the ordinance on first reading with the following changes:

- The dates were removed so the ordinance will be in effect all year
- drone was added to the list of aircraft
- Golf Club was changed to Golf Course
- floating docks and fishing pier were added to Snook Islands
- South Palm Park, Old Bridge Park and Steinhart/Jewell Cove were added
- in furtherance of the public’s health or safety was added
- Enforcement was added

MOTION:

Move to approve/disapprove Ordinance 2023-01 adopting amendments to Chapter 7 “Beaches, Parks and Recreation” to provide for Regulation of Launching and Landing of Aircraft.

ATTACHMENT(S):

Ordinance No. 2023-01

1
2
3
4 **ORDINANCE NO. 2023-01 -- AN ORDINANCE OF THE CITY COMMISSION**
5 **OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING**
6 **CHAPTER 7 BEACHES, PARKS AND RECREATION, ARTICLE I PARKS,**
7 **RECREATIONAL FACILITIES AND PUBLIC PROPERTY, ADOPTING A**
8 **NEW SECTION 7-13 AIRCRAFT; PROVIDING FOR REGULATION OF**
9 **LAUNCHING AND LANDING OF AIRCRAFT; PROVIDING FOR**
10 **SEVERABILITY, THE REPEAL OF ALL CONFLICTING ORDINANCES,**
11 **CODIFICATION AND AN EFFECTIVE DATE**
12
13

14 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted
15 municipality having such power and authority conferred upon it by the Florida Constitution and
16 Chapter 166, Florida Statutes; and
17

18 **WHEREAS**, the Federal Aviation Administration is responsible for the regulation of airspace;
19 and
20

21 **WHEREAS**, the City has authority through its police powers to regulate the use of its parks
22 and recreation facilities for the launching and landing of aircraft, including unmanned aircraft systems
23 also known as drones; and
24

25 **WHEREAS**, the City Commission recognizes it has threatened and endangered species within
26 its jurisdiction that may be impacted by the use of drones; and
27

28 **WHEREAS**, the City Commission desires to regulate the launching and landing of aircraft at
29 its parks and recreation facilities to increase protection for such threatened and endangered species;
30 and
31

32 **WHEREAS**, the City Commission finds and declares that the adoption of this ordinance is
33 appropriate, and in the best interest of the health, safety and welfare of the City, its residents and
34 visitors.
35

36 **NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF**
37 **LAKE WORTH BEACH, FLORIDA:**
38

39 **Section 1.** The foregoing “WHEREAS” clauses are ratified, confirmed, and incorporated
40 herein as true and correct and as the legislative findings of the City Commission.
41

42 **Section 2.** Chapter 7 Beaches, Parks and Recreation, Article I Parks, Recreational Facilities
43 and Public Property, Section 7-13 is hereby adopted to read as follows:
44

45 **Sec. 7-13. – Aircraft.**
46

47 **No one** operating, directing or responsible for any aircraft, seaplane, helicopter, glider, balloon,
48 **dirigible, parachute, drone, unmanned aircraft system, or other aerial apparatus shall take off from or**

49 land such device within Lake Worth Beach Golf Course, Snook Islands (including but not limited to
50 floating docks or the fishing pier), South Palm Park, Old Bridge Park, Steinhardt/Jewell Cove or Bryant
51 Park except by government agencies in furtherance of the public’s health or safety, or when written
52 permission has been obtained from the city manager or designee.

53
54 **Section 3.** Enforcement. The city’s law enforcement agency is hereby authorized to enforce
55 this subsection through the issuance of a city civil citation as set forth in Chapter 2, Article X of this
56 Code. Law enforcement may, in the alternative, issue a notice to appear.

57
58 **Section 4.** Severability. If any section, subsection, sentence, clause, phrase or portion of this
59 Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction,
60 such portion shall be deemed a separate, distinct, and independent provision, and such holding shall
61 not affect the validity of the remaining portions thereof.

62
63 **Section 5.** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict
64 herewith are hereby repealed to the extent of such conflict.

65
66 **Section 6.** Codification. The sections of the ordinance may be made a part of the City’s Code
67 of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word “ordinance”
68 may be changed to “section”, “division”, or any other appropriate word.

69
70 **Section 7.** Effective Date. This ordinance shall take effect ten days following adoption.

71
72 The passage of this ordinance on first reading was moved by Commissioner Diaz, seconded by Vice
73 Mayor McVoy and upon being put to a vote, the vote was as follows:

74
75 Mayor Betty Resch AYE
76 Vice Mayor Christopher McVoy AYE
77 Commissioner Sarah Malega AYE
78 Commissioner Kimberly Stokes AYE
79 Commissioner Reinaldo Diaz AYE

80
81 The Mayor thereupon declared this ordinance duly passed on first reading on the 3rd day of January,
82 2023.

83
84
85 The passage of this ordinance on second reading was moved by _____, seconded by
86 _____, and upon being put to a vote, the vote was as follows:

87
88 Mayor Betty Resch
89 Vice Mayor Christopher McVoy
90 Commissioner Sarah Malega
91 Commissioner Kimberly Stokes
92 Commissioner Reinaldo Diaz
93

94
95 The Mayor thereupon declared this ordinance duly passed on the _____ day of
96 _____, 2023.

97
98 LAKE WORTH BEACH CITY COMMISSION

99
100
101 By: _____
102 Betty Resch, Mayor

103 ATTEST:

104
105
106 _____
107 Melissa Ann Coyne, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: January 3, 2023

DEPARTMENT: Leisure Services

TITLE:

Northwest Ballfield Athletic Facility Field Light Replacements

SUMMARY:

Purchase order with Musco Sports Lighting, LLC., for the purchase and installation of new LED athletic field lighting at the Northwest Ballfields Sports Complex.

BACKGROUND AND JUSTIFICATION:

In 2000 the City installed Musco Sports field lighting fixtures in the Northwest Ballfields Sports Complex. The existing light fixtures have outlived their useful life expectancy and are starting to fail causing safety issues for our athletic program participants.

The discussion of utilizing funds from the American Rescue Plan Act (ARPA) for field lighting replacement was brought forward and approved by the City Commission during the Fiscal Year 23 budget workshops. The purchase and installment of new lighting would bring our athletic facility up to the Illuminating Engineering Society (IES) Safety standards.

Per the city's procurement policy, the city is allowed to piggyback off of other municipal agency contracts. This purchase order would piggyback off of the Clay County agreement procured through RFP 18/19-2.

MOTION:

Move to approve/disapprove the purchase order with Musco Sports Lighting, LLC., for the Northwest Ballfield Athletic Facility Light Replacements.

ATTACHMENT(S):

Fiscal Impact Analysis
Clay County Contract
Scope of Work
Field Light Condition Photos

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	\$656,611	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$656,611	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

New Appropriation Fiscal Impact:		
	Revenue Source	Expenditure
Department		Leisure Services
Recreation Programs		Recreation Programs
GL Description		
GL Account Number	ARPA Funds, Other Sources & Uses	130-0000-223.90-00
Project Number		
Requested Funds		\$656,611.00

Budget Transfer Impact		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

Contract Award - Existing Appropriation	
	Expenditure
Department	
Division	
GL Description	
GL Account Number	
Project Number	
Requested Funds	

**Clay County
Sports Lighting Bid Sheet**

Manufacturer: Musco Sports Lighting, LLC
 Address: 100 1st Ave West, PO Box 808
 City, State, Zip Code: Oskaloosa, IA 52577
 Contact: Ryan Tighe
 Phone: 800-825-6030
 Fax: 641-673-1996
 Email: musco.contracts@musco.com
 Federal ID#: 42-1511754

Terms: 25% of contract price required with order. Balance due Net 30 days upon delivery.

All prices include delivery within Clay County, FL to the job site and are for the lighting system materials only.

Section 1: Musco Sports Lighting Price List

- A. Light-Structure System with Total Light Control – TLC for LED™ & SportsCluster System with Total Light Control – TLC for LED™

Light-Structure System with Total Light Control – TLC for LED™

The Light-Structure System with TLC for LED™ includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and the Control-Link® control system. Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the Light-Structure System™ to original design criteria for 25 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 25™" document.

SportsCluster System with Total Light Control – TLC for LED™

SportsCluster System with TLC for LED™ includes electrical components enclosures, wire harnesses, luminaire assemblies and the Control-Link® control system (does not include poles or concrete bases). Utilizes existing sports lighting poles that are compatible with Musco's lighting system. Installation is NOT included in the pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of the SportsCluster System® to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document. The Constant 10™ warranty is contingent upon a site inspection.

FOOTBALL							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
360' x 160'	50'	30 FC	\$153,700	\$106,100	50 FC	\$234,100	\$156,100
360' x 160'	70'	30 FC	\$187,300	\$118,400	50 FC	\$266,700	\$168,600
360' x 160'	100'	30 FC	\$219,100	\$118,700	50 FC	\$319,500	\$169,100
360' x 160'	120'	30 FC	\$237,800	\$130,700	50 FC	\$331,800	\$187,300



SOCCER							
Field Size	Pole Setback	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
330x200	30'	30 FC	\$166,000	\$90,600	50 FC	\$211,800	\$131,700
330x200	50'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	30'	30 FC	\$166,000	\$90,600	50 FC	\$224,400	\$143,800
360x210	50'	30 FC	\$177,700	\$106,100	50 FC	\$257,100	\$164,500
360x225	30'	30 FC	\$178,600	\$105,800	50 FC	\$237,000	\$155,800
360x225	50'	30 FC	\$179,500	\$106,100	50 FC	\$271,500	\$170,200

BASEBALL / SOFTBALL							
Field Type	Field Size	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
		(Inf/Out)			(Inf/Out)		
60' Base Path	200'	30/20	\$107,400	\$70,300	50/30	\$119,200	\$78,800
60' Base Path	225'	30/20	\$122,100	\$80,500	50/30	\$134,000	\$92,100
60' Base Path	250'	30/20	\$127,200	\$80,500	50/30	\$149,900	\$103,000
60' Base Path	300'	30/20	\$173,300	\$119,800	50/30	\$205,500	\$134,300
60' Base Path	320'	30/20	\$177,800	\$124,300	50/30	\$226,800	\$146,300
90' Base Path	300'	50/30	\$235,900	\$147,400	70/50	\$325,300	\$208,500
90' Base Path	325'	50/30	\$259,600	\$159,500	70/50	\$352,300	\$228,400
90' Base Path	350'	50/30	\$273,100	* \$172,500	70/50	\$403,800	\$252,600
90' Base Path	320/360/320	50/30	\$261,200	\$160,800	70/50	\$413,600	\$255,300
90' Base Path	330/400/330	50/30	\$366,200	\$212,600	70/50	\$464,600	\$281,000

TENNIS			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$69,500	\$49,400
3	50 FC	\$81,500	\$52,600
4	50 FC	\$81,500	\$52,600
6	50 FC	\$162,400	\$102,300

BASKETBALL - OUTDOOR			
# Courts	Average Maintained Light Level	Price for Light-Structure TLC-LED Materials	Price for SportsCluster TLC-LED Materials
2	50 FC	\$61,100	\$44,300

BASKETBALL - INDOOR - 10 year parts and labor warranty		
# Courts	Light Level	Price for LED Material
1 – 94 x 50	80 FC	\$25,500

PARKING LOT - 10 year parts and labor warranty			
Parking Lot Area	Light Level	Price for LED Material	Price per Square foot (to be used for alternate size areas)
320' x 200'	1 FC	\$28,600	\$0.45/sq ft

1. This pricing is based on using Musco's typical 5700 Kelvin/75 CRI LED fixtures. Other Kelvin & CRI LED fixtures combinations are available and may add additional cost.
2. Sales tax, labor and unloading of the equipment is not included as part of the materials only pricing.
3. Pricing is based on shipment of entire project together to one location. Delivery time of order, submittal approval, and confirmation of order details include voltage and phase and pole location is approximately 4-6 weeks standard shipping.
4. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

- B. Light-Structure System with Green Generation Lighting® metal halide technology or SportsCluster System with Green Generation Lighting® metal halide technology will be reduced by 15% on all field pricing packages on the bid form. This pricing list should not be considered complete and exhaustive due to the nature of each project being unique, design-build situation.

Example: 360' x 160' Football @ 30FC (50' SETBACK)

$$\$153,700 \times 15\% = \$23,055$$

$$\$153,700 - \$23,055$$

Metal Halide Technology Pricing = \$130,645

Includes precast concrete bases, galvanized steel poles, electrical components enclosures, wire harnesses, luminaire assemblies and the Control-Link® control system (does not include poles with SportsCluster®). Installation is NOT included in pricing for the items listed in Section 1.

WARRANTY AND GUARANTEE: Musco will provide all materials and labor to maintain operation of its lighting system to original design criteria for 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the "Musco Constant 10™" document.

- C. Other Applications

	Cost	
Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	\$3,500	per fixture
Control-Link Retrofit Unit (material only)	\$8,500	per unit
Control-Link Unit - Multiple Services (material only)	\$6,700	per unit
Osprey Nest Platforms	\$3,000	each
LED Security Fixture (mount on Musco pole)	\$1,850	per fixture
LED Pathway Lighting (8' pole with LED fixture)	\$2,300	per pole
LED Area Lighting (15' pole with LED fixture)	\$2,250	per pole
LED Roadway Lighting (30' pole with LED fixture)	\$2,550	per pole
LED Bollard Lighting (42" pole with LED fixture)	\$800	per pole
LED Controls - Multi-Watt™ Dimming	\$100	per fixture

Section II: Adders/Deducts

- A. The above pricing is based upon 2017 FBC 130 mph. For each 10 mph increase in wind zone, the equipment price will increase by 10%.
- B. Florida Building Code, 2017 edition with supplement for public schools will add up to 20% to the price of the job plus any applicable wind zone increase adder.
- C. Broward County and Miami-Dade County for HVHZ wind zone will add up to 30% to the price of the job plus any applicable wind zone increase adder.

Section III: Labor Costs

- A. Pole Installation (price per pole)

Pole Height	LS 2017 FBC 130 mph Price
40'	\$4,150
50'	\$4,300
60'	\$4,600
70'	\$5,300
80'	\$6,450
90'	\$9,500
100'	\$11,550
110'	\$17,550

- B. Sub-Standard Soil Conditions – The above installation price is based upon 130 mph wind zone installed in standard class 5 soils. If sub-standard soil conditions exist, it is understood that there may be additional costs associated with a sub-standard soil installation and owner agrees to accept the additional costs. In addition, because wind zones sometimes impact pole size, there maybe a 10% increase in the cost of installation for each 10 mph increase in wind zone.
- C. Removal of Existing Concrete Poles **\$4,600 per pole**
- D. Removal of Existing Wooden Poles **\$1,750 per pole**
- E. Straighten Concrete Pole **\$5,000 per pole**
- F. Patching Concrete Poles **\$4,000 per pole**
- G. Installation of Fixtures on Existing Poles * **\$6,000 per pole**
- H. Installation of Control Link Retrofit **\$2,100 per unit**
- I. Retrofit existing Gymnasium with LED **\$750 per fixture**
- J. Site Inspection – Evaluation of existing lighting system **\$2,500 per project**

Section IV: Electrical Costs

A. Service Options

Option A – 200 Amp Service (Section IV, A, 1)	\$12,650 each
Option B – 400 Amp Service (Section IV, A, 1)	\$21,300 each
Option C – 600 Amp Service (Section IV, A, 1)	\$25,900 each
Option D – 800 Amp Service (Section IV, A, 1)	\$28,750 each

B. Conduit, Pull Boxes and Conductors

1. Wiring from Panel to Contactors

a. Connect wiring from one 3 pole, 30 amp breaker to one 3 pole, 30 amp contactor using 3-#6 conductors, max distance of 10 feet	\$100 each
b. Connect wiring from one 3 pole, 60 amp breaker to one 3 pole, 60 amp contactor using 3-#4 conductors, max distance of 10 feet	\$110 each

2. Wiring from Contactors to Poles

a. 2" PVC with (4) #1 THWN conductors	\$30 per foot
b. 2 1/2" PVC with (4) 3/0	\$40 per foot
c. 4" PVC with (4) 500mcm	\$75 per foot
d. (2) 4" PVC with (4) 300mcm	\$98 per foot

3. Copper Conductors in PVC Conduit pricing is based on a 500' maximum distance. After 500' the per foot pricing will apply.

a	10	\$5,400	\$5.75 per foot
b	8	\$5,980	\$8.65 per foot
c	6	\$6,210	\$11.50 per foot

4. Pull Boxes

a. Brooks 38T pull box with 8" x 8" x 6" PVC box Inside	\$600 each
b. Connect 4-#1 conductors from pull box to sports lighting pole, maximum distance of 10 feet	\$150 each

C. Installation of Contactor Cabinets

a. 48" Cabinet	\$5,750 each
b. 72" Cabinet	\$8,650 each

D. Lightning Protection

1. Surge Arrestor – protection at remote electrical enclosure	* \$1,200 each
2. Surge Arrestor – protection on line side of panel	\$9,900 each

E. Pole Grounding

1. Provide and install ground rods for poles 70' and below	* \$900 per pole
2. Provide and install ground rods for poles 80' and above	\$1,450 per pole

Section V: Engineered Plans

A.	Electrical Engineering Drawings, sealed by P.E.	
	1. Adder for 200 amp service	\$6,600 each
	2. Adder for 400 amp service	\$9,950 each
	3. Adder for 600 amp service	\$15,900 each
	4. Adder for 800 amp service	\$26,450 each
B.	Structural Engineering Drawings, sealed by P.E.	
	1. Foundation and pole plans based on assumed soils	* \$1,350 per project
	2. Foundation and pole plans based on geotech report	\$3,300 per project
C.	Geotech report	\$9,950 per project
D.	Bonding (over \$200,000)	* \$2,000 per \$100,000
E.	Site survey	\$3,300 per project
F.	Project management	* \$6,000 per project

Section VI: Yearly Adjustments

- A. During the term of this contract, technical upgrades to these products may periodically become available and will be offered to the owner. Musco reserves the right to supply upgraded technology provided it maintains the on-field lighting performance, enhances benefits and does not exceed the prices bid when applied to a project application under the current contract provisions.
- B. During the term of this contract, new products with improved technology may become available. Musco reserves the right whether or not to offer new products to the owner based upon the application, and it is at the owner's discretion whether or not to accept the associated, increased costs of the new, improved technology.
- C. During the term of this contract if the State of Florida Building Code and/or wind speeds change, Musco reserves the right to adjust pricing accordingly.

Sports Lighting - Base Bid Lighting Equipment

Part 1 - General

- A. The project goals are as follows:
- i. **Guaranteed Light Levels:** Selection of the appropriate light levels impact the safety of the players and the enjoyment of the spectators. Therefore, the lighting system shall be designed such that the light levels are guaranteed for a period of 25 years.
 - ii. **Environmental Light Control:** Provide precise control of light with engineered optic systems using proven spill and glare reduction methods. The lighting system manufacturer needs to certify that they can meet or exceed all local lighting ordinances, offsite spill and glare. If required, lighting manufacturer will meet Dark Skies requirements.
 - iii. **Life Cycle Costs:** In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs shall be eliminated, and the field(s) should be proactively monitored to detect luminaire outages over a 25 year life cycle.
 - iv. **Control and Monitoring:** To allow for optimized use of labor resources and to avoid unneeded operation of the facility, a remote on/off control system for the lighting system must be included. Fields should be proactively monitored to detect luminaire outages over the 25 years life cycle. All communication and monitoring costs for the 25 year period shall be included in the pricing.
- B. Sports Lighting Performance
- i. The performance shall be in accordance with IES RP-6-15, which states maintained average illuminance levels are values which the lighting system should always meet or exceed.
 - ii. **Uniformity Ratio:** The foot-candle level shall have a uniformity ratio of maximum ratio of not greater than the following:
 1. The manufacturer guarantees field light intensity levels and uniformity ratios at initial start-up and throughout rated life of the lamp and shall be maintained for the warranty life.

Football – Standard 4-pole layout, with poles located at the 15-yard line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
360' x 160'	50'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	70'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	100'	30 fc	50 fc	2.0:1	30' x 30'	72
360' x 160'	120'	30 fc	50 fc	2.0:1	30' x 30'	72

Soccer – Standard 4-pole layout, with poles located at a distance of $(\text{Field Length}/2 - ((\text{Field Width}/2 + \text{Setback}) \times 0.40))$ from the centerline, with setbacks from the field as given above. Standard outside pole locations for a 6-pole design would be located at a distance of $(\text{Field Length}/2 - ((\text{Field Width}/2 + \text{Setback}) \times 0.28))$ from the center line, with setbacks from the field as given below with two options for lighting levels to be submitted and quoted.

Field Size	Pole Setback	Target Light Level	Target Light Level	Uniformity	Grid Spacing	Grid Points
330x200	30'	30 fc	50 fc	2.0:1	30' x 30'	77
330x200	50'	30 fc	50 fc	2.0:1	30' x 30'	77
360x210	30'	30 fc	50 fc	2.0:1	30' x 30'	84
360x210	50'	30 fc	50 fc	2.0:1	30' x 30'	84
360x225	30'	30 fc	50 fc	2.0:1	30' x 30'	96
360x225	50'	30 fc	50 fc	2.0:1	30' x 30'	96

Baseball (90' Base path) – Standard A pole locations are 50' down line and 55' off for a 90' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + (\text{Base path} \times 0.5))/2)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design. Standard D-pole locations are 5' beyond the outfield radius at an angle of 30 degrees from the foul line for an 8-pole design.

Softball (60' Base path) – Standard A-pole locations are 35' down line and 40' off for a 60' base path. Standard B-pole locations are 5' beyond the outfield radius and 10' off the foul line for a 4-pole design and are at a distance down the line of $((\text{Foul Line} + (\text{Base path} \times 0.5))/2)$ and 40' off the foul line for a 6-pole and 8-pole design. Standard C-pole locations are 5' beyond the outfield radius at an angle of 20 degrees from the foul line for a 6-pole design and 10 degrees from the foul line for an 8-pole design.

Field Type	Field Size	Target Light Level (Inf/Out)	Target Light Level (Inf/Out)	Uniformity Infield	Uniformity Outfield	Grid Spacing	Grid Points (Infield / Outfield)
60' Base Path	200'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/73
60' Base Path	225'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/96
60' Base Path	250'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/119
60' Base Path	300'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/181
60' Base Path	320'	30/20 fc	50/30 fc	2.0:1	2.5:1	20' x 20'	25/209
90' Base Path	300'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/73
90' Base Path	325'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/90
90' Base Path	350'	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/106
90' Base Path	320/360/320	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/100
90' Base Path	330/400/330	50/30 fc	70/50 fc	2.0:1	2.5:1	30' x 30'	25/121

Tennis – Standard pole locations are 6’ beyond the serving line and 3’ outside the fence.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1
3	50 fc	2.0:1
4	50 fc	2.0:1
6	50 fc	2.0:1

Basketball - Outdoor - Standard pole locations are 6’ beyond the end line and 6’ beyond the sideline of the outer court.

# Courts	Target Light Level	Uniformity
2	50 fc	2.0:1

Basketball - Indoor - Lighting shall be provided utilizing LED luminaires

# Courts	Target Light Level	Uniformity
94’ x 50’	80 fc	2.0:1

Parking Lots - Lighting shall be provided utilizing LED luminaires*

Parking lot	Total Square Feet	Target Average Light Level	Uniformity
320’ x 200’	64,000	1 fc	N/A

*Pricing for alternate size parking lots may be determined by calculating a cost per square foot of the base size parking area and utilizing this cost to a different size area.

C. Point by Point Analysis

- i. Measurements of light shall be demonstrated on computer generated model that consists of a grid of specified number of points covering a stated area on an equally spaced grid. See the below chart for the exact specifications of points, areas, and grid spacing each field.
- ii. Light Level and Uniformity Ratio shall be calculated and shown on the computer generated model. The Light Levels and Uniformities must meet or exceed the defined criteria.

Computer Models - Test Stations

Area of Lighting	Size of Area to be Covered	Grid Spacing
Football	Entire Field	30' x 30'
Soccer	Entire Field	30' x 30'
Baseball	Entire Field	30' x 30'
Softball	Entire Field	20' x 20'
Tennis Courts 1 – 6	Entire Court	20' x 20'
Basketball Courts 2	Entire Court	20' x 20'
Basketball – indoor	Entire Court	10' x 10'
Parking Lot	Entire area (320'x200')	4' x 4'

D. Spill/Glare Equipment

- i. Light Control Luminaires: All luminaires shall utilize spill light and glare control devices including, but no limited to, internal shields, louvers and external shields. No symmetrical beam patterns are accepted.
- ii. Glare Control: Maximum candela measured at 5' above grade at a distance of 100' should be better than that of a comparable HID design. These values are defined for typical sports fields listed below.*

Typical Field Type	Maximum Candela at 100'
Baseball	<7,000 candela
Softball	<7,000 candela
Football	<7,000 candela
Soccer	<7,000 candela
Tennis	<7,000 candela

*If the design of the project requires the pole setback to be greater than 70' from the edge of the field, the candela value at 100' may exceed the value stated in the above chart.

Part 2 – Product

A. Sports Lighting System Construction

- i. System Description – Light-Structure System™ shall consist of the following:
 - a. Galvanized steel poles and cross-arm assembly. No direct burial steel or inverted base steel poles allowed.
 1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory.
 - b. Pre-engineered concrete base embedded in concrete backfill. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation is located a minimum of 18 inches above final grade. The concrete for the anchor bolt foundations shall be allowed to cure for a minimum of 28 days before the pole stress is applied.
 - c. All luminaires shall be constructed with a die cast aluminum housing to protect the luminaire reflector system. If manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.
 - d. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
 - e. Manufacturer shall provide surge protection at the pole equal to or greater than 40 kA for each line to ground (common mode) as recommended by IEEE C62.41.2_2002.
 - f. Wire harness complete with an abrasion protection sleeve, strain relief and plug in connections for fast, trouble free installation.
 - g. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
 - h. Control cabinet to provide remote on-off control and monitoring of the lighting system.
 - i. Manufacturer must supply a signed warranty covering the entire system (Light-Structure System™) for 25 years from the date of shipment.
- ii. System Description – SportsCluster® System (existing structures) shall consist for the following:
 - a. Galvanized cross-arm assembly for attachment to existing structures
 1. The cross-arm mounting plate shall be attached to the cross-arm assembly at the factory
 - b. All luminaires shall be constructed with a die cast aluminum housing to protect the luminaire reflector system. If manufacturer cannot provide die cast aluminum housing, external hail shrouds shall be required. Luminaires shall be complete with an external visor. The luminaire and visor should be powder coat painted to match the Electrical Component Enclosure.

- c. Manufacturer must mount all drivers and supporting electrical equipment in aluminum enclosures mounted approximately 10' above grade. The enclosures shall be touch safe and include drivers and fusing with indicator lights on fuses to notify when a fuse is to be replaced for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
 - d. Wire harness complete with an abrasion protection sleeve, strain relief and plug in connections for fast, trouble free installation.
 - e. All luminaires, visors, and cross-arm assemblies shall withstand 150 mph winds and maintain luminaire aiming alignment.
 - f. Control cabinet to provide remote on-off control and monitoring of the lighting system.
 - g. Product assurance and warranty program is contingent upon site inspection and compatibility with existing structures.
 - h. Manufacturer must supply a signed warranty covering the entire system (SportsCluster® System) for 10 years from the date of shipment.
- iii. Manufacturing Requirements
 - a. All components shall be designed and manufactured as a system. All luminaires, wire harness, drivers and other enclosures shall be factory assembled, aimed, wired and tested.
- iv. Durability
 - a. All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the cross-arms, pole, or electrical components enclosure.
- v. Lightning Protection
 - a. Manufacturer shall supply and equip all structures with lightning protection meeting NFPA 780 standards. Manufacture shall integrate the required grounding electrode into the structure. System shall be UL listed.
 - b. If grounding is NOT integrated into the structure the Manufacturer shall supply an electrode of not less than 5/8" in diameter and 8' in length, with a minimum of 10' embedment. Grounding electrode shall be connected to the structure by a grounding electrode conductor with a minimum size of 2 AWG for poles with 75 feet mounting height or less, and 2/0 AWG for poles with more than a 75 feet mounting height.
- vi. Safety
 - a. All safety components shall be UL listed for the appropriate application.
- vii. Electric Power Requirements for sports lighting equipment
 - a. Maximum total voltage drop to the disconnect switch located on the poles shall not exceed 3% of rated voltage. Voltage/Phase to be determined for each specific site.

- viii. Building Code
 - a. The base bid of the lighting system must comply with Florida Building Code Edition 2017, Exposure C, Standard Variation with a wind speed of 130 mph.
- ix. Structural Design
 - a. The stress analysis and safety factor of the poles shall conform to AASHTO 2013 (LTS-6) Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.
- x. Soil Conditions
 - a. The design criteria for these specifications are based on soil design parameters that shall meet or exceed those of a Class 5 material as defined by 2017 FBC, Table 1806.2. It shall be the installing contractor's (or manufacturer's) responsibility to notify the owner of soil conditions other than the design criteria. The owner shall then be responsible and absorb the additional costs associated with:
 - 1. Engineered foundation embedment design by a registered engineer in the State of Florida
 - 2. Additional materials and/or services required to achieve alternate foundation
 - 3. Geotechnical report
- xi. Foundation Drawings
 - a. Project specific foundation drawings stamped by a registered engineer in the State of Florida. The drawings shall be available to the owner at the time of permit. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

B. Control and Monitoring

- i. Instant On/Off Capabilities
 - a. System shall provide for instant on/off of luminaires.
- ii. Lighting contactor cabinet(s)
 - a. Constructed of NEMA Type 4 aluminum, designed for easy installation with contactors, labeled to match field diagrams and electrical design.
 - b. Manual off-on-auto selector switches shall be provided
- iii. Optional Dimming
 - a. System shall provide for "High, Medium, Low" or "High/Low" dimming.
 - b. System shall include key activated switches to allow for automated dimming control or manual override.
- iv. Remote Lighting Control System
 - a. System shall allow owner and users with a security code to schedule on/off system operation via web site, phone, fax or email up to 10 years in advance.
 - b. Manufacturer shall provide and maintain two-way TCP/IP communication link.
 - c. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

- d. The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as a full scheduling capabilities for all fields to only having permission to execute "early off" commands by phone. Scheduling tool shall be capable of setting curfew limits.
 - e. Controller shall accept and store 7 day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during power outage.
- v. Remote Monitoring System
- a. System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled.
 - b. The controller shall determine switch position (manual or auto) and contactor status (open or closed).
- vi. Management Tools
- a. Manufacturer shall provide a web based database and dashboard tool of actual field usage and provide reports by facility and user group.
 - 1. Dashboard shall also show current status of luminaire outages, control operation an service
 - 2. Mobile application will be provided suitable for IOS, Android and Blackberry devices.
 - b. Hours of Usage
 - 1. Manufacturer shall provide a means of tracking actual hours of usage for the field lighting system that is readily accessible to the owner.
 - a. Cumulative hours shall be tracked to show the total hours used by the facility.
 - b. Report hours saved by using early off and push buttons by users.
 - c. Communication Cost
 - 1. Manufacturer shall include communication cost for the operating of the control and monitoring system for a period of 25 years.
- vii. Warranty
- a. 25 Year Warranty (Light-Structure System™)
 - 1. Manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment.
 - 2. Warranty shall guarantee specified target light levels.
 - 3. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term.
 - 4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers
 - b. 10 Year Warranty (SportsCluster® System)
 - 1. Manufacturer shall supply a signed warranty covering the entire system of 10 years from the date of shipment.
 - 2. Warranty shall guarantee specified target light levels.
 - 3. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term
 - 4. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers
 - 5. Constant 10™ warranty is contingent upon a site inspection

- c. Maintenance
 - 1. Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for the life of the warranty (date of equipment shipment).
 - 2. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted.
 - 3. Owner agrees to check fuses in the event of a luminaire outage.

 - d. Exclusions
 - 1. Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to covered products parts or components, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes and lightning).
 - 2. It is the customer's responsibility to check and change fusing.
 - e. Manufacturer shall have in place, the personnel, procedures and processes to implement and execute the warranty as detailed in this section of the specification
- viii. Inspection and Verification
- a. The lighting manufacturer shall guarantee illumination light levels for the life of the warranty.
 - 1. Field measurements shall be done per IESNA RP-6-15 recommendations.
 - 2. Failure to achieve the required results will require individual luminaire re-aiming and re-measurements at the expense of the manufacturer.

Part 3 – Installation (pole construction, pole removal and relight)

A. Pole Installation

- i. Provide pricing for labor to install owner furnished poles & fixtures. Price will include unloading of the equipment upon arrival to job site, excavation of holes, assembly of the poles and luminaires, all wiring from the remote electric enclosures to the luminaires, proper grounding, installation of the pre-stressed foundations with concrete backfill, pole erection and aiming. Installation assumes standard soils of 2000 psf with no rock or abnormal collapsing holes.

B. Removal of existing poles or structures

- i. Provide pricing for labor to take down existing poles, structures and fixtures and remove them to a staging area on the job site designated by the owner. Concrete and steel poles will be completely removed. Any pre-engineered concrete base will be cut – foundations will not be removed but cut and jack hammered to a foot below grade. Wood poles may be cut off 2 feet below grade, as long as the stumps are covered back with soil.

C. Installation of fixtures on existing poles

- i. Provide pricing for labor to take down existing fixtures and remove them to a staging area on the job site designated by the owner. The cost will also include labor to install the new fixtures on the existing structure. Installation assumes that the pole structure and wiring will be sufficient to handle the new fixtures. Owner assumes all responsibility of structural integrity of existing poles.

D. Owner and Bidder responsibilities

- i. Owner's responsibilities
 - a. Provide total access to the site and poles location for construction. Equipment must be able to move from location to location on standard rubber tires – no towing required.
 - b. Remove any trees, limbs, shrubs, etc. for total access to poles locations.
 - c. Survey in pole locations and aiming points (one per field) for sighting in lighting cross arms. Mark home plate, foul lines, and field boundary lines. Final grade elevations will also need to be marked if necessary.
 - d. Removal, replacement, and repair of all fencing necessary for construction.
 - e. Repair and replacement of any field turf, asphalt, curbs, and concrete inadvertently damaged during installation.
 - f. Provide area on site for disposal of spoils from foundation excavation.
 - g. Locate and mark existing underground utilities not covered by "One Call" and irrigation systems including sprinkler heads prior to excavation. Bidder will not responsible for repairs to unmarked utilities.
 - h. Pay for any power company fees and requirements, if necessary
 - i. Additional charges will apply for foundation excavation and construction in non-standard soils (rock, caliche, high water table, collapsing holes, alluvial soils, etc.) Standard soils are defined as Class 5 soils in the 2017 Edition of the Florida Building Code and can be excavated using standard earth auguring equipment.
 - j. Provide a source of water such as a fire hydrant or 2" water line for foundation excavation. Pay for any all fees associated with the water access and usage.
 - k. Pay for any and all permitting fees.

- ii. Bidder's responsibilities
 - a. Provide required poles, fixtures, foundations and associated designs.
 - b. Provide structural design for poles and foundations, certified by a professional engineer licensed in the State of Florida
 - c. Provide layout of poles locations and aiming diagram
 - d. Provide light test upon completion of works, once owner supplied electrical system is energized.
 - e. Provide review of electrical design as provided by Electrical Contractor or Electrical Engineer.
 - f. Provide bonding per the State of Florida requirements.
 - g. Provide equipment and materials to off load equipment at job site per scheduled delivery.
 - h. Provide storage containers for material, including electrical enclosures
 - i. Provide adequate trash containers for cardboard waste and packing debris.
 - j. Provide adequate security to protect delivered products from theft, vandalism and damage during installation.
 - k. Obtain any and all required permits. Costs to be paid by Owner.
 - l. Make appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Repair any damage to existing utilities made during construction.
 - m. Provide materials and equipment to install Musco's Light-Structure System™ foundations as specified on layout.
 - n. Remove augured spoils to owner designated location at job site.
 - o. Provide materials and equipment to assemble and install Musco's TLC for LED™ fixtures and terminate all necessary wiring.
 - p. Provide equipment and materials to assemble and erect Musco's Light-Structure System™ poles.

Part 4 – Electrical Supply labor/equipment

A. Electrical Services

- i. All services are to be quoted at 277/480 volt three phase. Base all service feeders on a length of 150 feet at burial depth of 36" with no obstructions in the path. Provide lump sum costs for equipment and labor to install each of the following four options.
 - a. Option A
 1. 200 amp three phase meter can
 2. 200 amp main circuit breaker N3R 42 circuit panel with 8 three pole 30 amp breakers
 3. Service feeders: (4) 3/0 conductors in a 2 1/2" raceway. 150'
 4. Build service rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contractor cabinet will be provided by the sports lighting manufacturer and installed.
 5. Pull necessary permits
 - b. Option B
 1. 400 amp three phase meter can
 2. 400 amp main circuit breaker N3R 42 circuit panel with 8 three pole 60 amp breakers
 3. Service feeders: (4) 500 mcm conductors in a 4" raceway. 150'
 4. Build service rack out of 2" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contractor cabinet will be provided by the sports lighting manufacturer and installed.
 5. Pull necessary permits
 - c. Option C
 1. 600 amp three phase meter can
 2. 600 amp main circuit breaker N3R 42 circuit panel with 12 three pole 60 amp breakers
 3. Service feeders: (2) 4" raceways with (4) 300 MCM conductors in a 4" raceway. 150'
 4. Build service rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contractor cabinet will be provided by the sports lighting manufacturer and installed.
 5. Pull necessary permits

- d. Option C
 - 1. 800 amp three phase CT enclosure
 - 2. 800 amp three phase CT meter can
 - 3. 800 amp main circuit breaker N3R 42 circuit panel with 12 three pole 80 amp breakers
 - 4. Service feeders (2) 4" raceways with (4) 500 mcm conductors in each raceway. 150'
 - 5. Build service rack out of 3" galvanized pipe with galvanized uni-strut to accommodate meter can, CT enclosure, electrical panel and one lighting contractor cabinet sized at 72" high, 36" wide and 12" deep. The lighting contractor cabinet will be provided by the sports lighting manufacturer and installed.
 - 6. Grounding per NEC and local building codes
 - 7. Pull necessary permits

- ii. Conduit, pull boxes and conductors
 - a. Provide equipment and labor to install conduit, pull boxes and conductors. All installations are to be in PVC schedule 40 pipe at a burial depth of 36" with twin conductors.

- iii. Lightning protection
 - a. Surge Arrestors: UL labeled and rated for 277/480 V, 3 phase, 4 wire, as manufactured by Erico (TDX-50) or equal and shall be attached to the bottom of the remote electrical enclosure and/or on line side of main electrical panel.



Musco Sports Lighting, LLC
100 1st Avenue West
P.O. Box 808
Oskaloosa, IA 52577
USA

Bill To:

City of Lake Worth
 1699 Wingfield St.
 Lake Worth, FL 33460
 USA

Invoice 401752

Date 12/13/2022
Project 140629
Customer # 19956
Payment Terms Net 30
Currency USD

Ship To:

Northwest Park Ballfields
 900 22nd Avenue N
 Lake Worth, FL 33454
 USA

Please Detach And Return With Payment

Invoice # 401752 **Customer #** 19956 **PO #** **Ship Via** **Ship Date**

Project: 140629 Northwest Park Ballfields

(Section I) Baseball – 60’ Base Path – 200’ radius, 30/ 20 Footcandles	\$70,300.00
(Section I) Baseball – 60’ Base Path – 225’ radius, 30/ 20 Footcandles	\$80,500.00
(Section I) Baseball – 60’ Base Path – 250’ radius, 30/ 20 Footcandles	\$80,500.00
(Section I) Baseball – 90’ Base Path – 275’ radius, 30/ 20 Footcandles	\$119,800.00
(Section I C) Additional lighting for security, special areas, replacing fixtures on existing poles or non-standard field sizes & pole locations	\$77,000.00
(Section III G) Installation of Fixtures on Existing Poles	\$132,000.00
(Section III J) Site Inspection	\$2,500.00
(Section IV C b) Installation of Contactor Cabinet	\$17,300.00
(Section IV D 1) Lightning Protection Surge Arrestor – protection at remote electrical enclosure	\$30,000.00
(Section IV E 1) Pole Grounding – 70’ or below	\$19,800.00
(Section V A 3) Electrical Engineering	\$15,900.00
(Section V B 1) Structural Engineering	\$1,350.00
(Section V D) Bonding	\$12,000.00
(Section V E) Site Survey	\$3,300.00
(Section V F) Project Management	\$6,000.00
Deduct / Design Parameters / Labor	(\$11,639.00)
Total	\$656,611.00

Description	Amount
Materials for Northwest Park Ballfields Installation for Northwest Park Ballfields	\$428,100.00
Installation for Northwest Park Ballfields Installation for Northwest Park Ballfields	\$228,511.00
Subtotal	\$656,611.00
Total (USD)	\$656,611.00





STAFF REPORT REGULAR MEETING

AGENDA DATE: January 17, 2023

DEPARTMENT: Public Works

TITLE:

Work Order #10 with The Paving Lady for paving and concrete work on Wellesley and Princeton Drives

SUMMARY:

Work Order #10 to The Paving Lady contract authorizes paving and concrete work to be completed on Wellesley Drive from North Dixie Highway to North Federal Highway and on Princeton Drive from North Dixie Highway to North Federal Highway.

BACKGROUND AND JUSTIFICATION:

The City has identified Wellesley Drive from North Dixie Highway east to North Federal and Princeton Drive from North Dixie Highway to North Federal Highway as infrastructure in very poor condition requiring rehabilitation. The City currently has a contract with the Paving Lady on an as needed basis. The scope of the work is inclusive of removing the existing sidewalk and curbing and replacing with new sidewalk and curbing, milling and paving, installing new lane striping, as well as ADA improvements. The Work Order is not to exceed \$514,200.01 and will be paid for with funding from Roadway Improvement Funds and Sidewalk and ADA Special Projects Funds.

MOTION:

Move to approve/disapprove Work Order #10 with The Paving Lady at a cost not to exceed \$514,200.01.

ATTACHMENT(S):

Fiscal Impact Analysis
Work Order #10

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	\$514,200.01	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	0	0	0	0	0
Capital	\$514,200.01	0	0	0	0
Net Fiscal Impact	\$514,200.01	0	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

Contract Award - Existing Appropriation		
	Expenditure	Expenditure
Department	Public Services	Public Services
Division	Street Maintenance	Street Maintenance
GL Description	Improve other than build / Infrastructure	Improve other than build / Infrastructure
GL Account Number	170-5020-519-63-15	170-5020-519-63-15
Project Number	AP2324 (for Sidewalk)	GV2301 (for Roadway/Street)
Requested Funds	\$87,442.00	\$426,758.01

**ANNUAL CONTRACT FOR PAVING, CONCRETE, STRIPING AND ASSOCIATED
RESTORATION WORK
WORK ORDER NO. 10**

THIS WORK ORDER ("Work Order" hereafter) is made on the ____ day of _____, 2022, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Janet M. Riley, Inc., dba/ The Paving Lady**, a Florida Corporation ("Contractor" hereafter), whose local business address is located at 1000 W. Industrial Ave, Boynton Beach FL 33426.

- 1. Project Description.** The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the project generally described as:

Wellesley Drive from North Dixie Highway to North Federal Highway.

Princeton Drive from North Dixie Highway to North Federal Highway.

(the "Project"). The Project is more specifically described in the plans prepared by N/A, dated N/A, and which are incorporated herein by reference.

- 2. Scope.** Under this Work Order, the Contractor will provide the City of Lake Worth with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3. Schedule and Liquidated Damages. Substantial completion of all services and work under this Work Order shall be within **90 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **105 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City Five Hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

4. Compensation and Direct Purchases. This Work Order is issued for a lump sum, not to exceed amount of **Five Hundred Fourteen Thousand, Two Hundred Dollars and 1/100 Cents. (\$514,200.01)** The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: N/A.

5. Project Manager. The Project Manager for the Contractor is Mauro Comuzzi, phone: 561-572-2600; email: mauro@pavinglady.com; and, the Project Manager for the City is Shannon Garcia, phone: 561-586-1720; email: sgarcia@lakeworthbeachfl.gov.

6. Progress Meetings. The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7. Contractor's Representations. In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

7.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the stated work order price within the Work Order stated time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work under this Work Order price, within the Work Order time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 Contractor has given the City's Contract Administrator written notice of all conflicts, errors or discrepancies that he or she has discovered in the Contract Documents and the written resolution thereof by City or its designee is acceptable to the Contractor.

8. Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order and the other Contract Documents. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the

final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Contract Documents. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9. Authorization. This Work Order is issued pursuant to the Contract for between the City of Lake Worth and the Contractor, dated May 7, 2019 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF the parties hereto have made and executed this Work Order #10 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Janice M. Riley, Inc., dba The Paving Lady**

By: _____
Mario Comuzzi

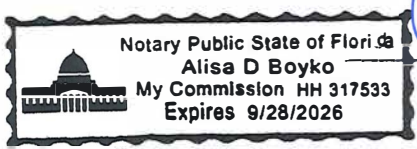
[Corporate Seal]

Print Name: Mario Comuzzi
Title: President

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 3 day of January, 2022, by Mario Comuzzi, as the President [title] of The Paving 2023 LADY [vendor's name], a Florida [corporate description], who is personally known to me or who has produced known to me as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



Notary Public Signature
Alisa D Boyko



City of Lake Worth Beach

Princeton Dr - Dixie to Federal, Wellesley Dr - Dixie to Federal

No.	ITEM DESCRIPTION	EST QTY	UNIT	#NAME?	COST
2	MOBILIZATION PAVING (OVER 100SY)	1	LS	\$2,500.00	\$2,500.00
5	REMOVE/HAULOFF EX. PAVEMENT AND BASE (UP TO 14" DEEP)	48	SY	\$30.00	\$1,440.00
8	REWORK EXIST. ASPHALT BASE AND PRIME	895	SY	\$12.00	\$10,740.00
9	1" TYPE SP12.5 ASPHALTIC CONCRETE	8,337	SY	\$11.00	\$91,707.00
11	MILL EXIST. ASPHALT 1.5" AVG DEPTH	8337	SY	\$7.00	\$58,359.00
12	MISC. ASPHALT OVERBUILD / LEVELING	197	TN	\$140.00	\$27,580.00
13	ASPHALT SPEED HUMP COMPLETE W/ STRIPING (PER CITY DETAIL)	3	EA	\$4,500.00	\$13,500.00
17	MOBILIZATION CONCRETE (OVER 100 LF)	1	LS	\$1,500.00	\$1,500.00
18	REMOVE EXIST. 4" CONCRETE	2990	SF	\$2.00	\$5,980.00
19	REMOVE EXIST. 6" CONCRETE	3964	SF	\$2.25	\$8,919.00
20	4" CONCRETE SIDEWALK	2668	SF	\$6.00	\$16,008.00
21	6" CONCRETE SIDEWALK / DRIVEWAY	4458	SF	\$7.50	\$33,435.00
23	REMOVE EXIST. CURBING	4029	LF	\$9.00	\$36,261.00
24	TYPE F CURB AND GUTTER	2334	LF	\$35.00	\$81,690.00
26	TYPE D CURB	1695	LF	\$23.00	\$38,985.00
29	MOBILIZATION (STRIPING) (OVER 100 SY)	2	LS	\$1,100.00	\$2,200.00
34	6" DOUBLE YELLOW THERMO	350	LF	\$1.95	\$682.50
36	6" SINGLE WHITE THRMO	200	LF	\$0.98	\$196.00
37	12" SINGLE WHITE THERMO	695	LF	\$2.99	\$2,078.05
39	24" WHITE STOP BAR THERMO	156	LF	\$6.50	\$1,014.00
40	RPM'S	72	EA	\$6.50	\$468.00
44	BAHIA SODDING (INCLUDING GRADING WORK)	14	SY	\$8.00	\$112.00
46	ADJUST EX. MANHOLE RING AND COVER	7	EA	\$500.00	\$3,500.00
ADD	ADA CURB RAMP (INCLUDES TRUNCATED DOMES)	12	EA	\$1,800.00	\$21,600.00
ADD	MAINTENANCE OF TRAFFIC SERVICES	2	EA	\$2,500.00	\$5,000.00
ADD	WATER VALVE RISERS	10	EA	\$150.00	\$1,500.00
ADD	MAN HOLE RISER	2	EA	\$250.00	\$500.00

Subtotal	\$467,454.55
10% Contingency	\$46,745.46
NET TOTAL	\$514,200.01

STAFF REPORT REGULAR MEETING

AGENDA DATE: January 17, 2023

DEPARTMENT: Community Sustainability

TITLE:

Discussion of Mobile Food Vending/Food Trucks Policy for the City of Lake Worth Beach

SUMMARY:

There has been much interest in facilitating a policy to govern mobile food vending and food trucks with the City of Lake Worth Beach. A proposed use policy is provided for discussion purposes.

BACKGROUND AND JUSTIFICATION:

Over the past decade, mobile food vending and food trucks have proliferated as a popular venue for up and coming food entrepreneurs, chefs and emerging cuisines. At present, the use only is allowed on private property through a Conditional Use Approval either within an approved Mobile Food Vending Court or accessory to a principal use within the Artisanal Industrial District and the Public District.

There has been much interest in allowing the use within the City's rights of way as well as within other zoning districts. Provided here is a proposed policy for the use of the public rights of way for mobile food vending and food trucks. As part of the discussion, direction is sought as to whether or not additional zoning districts may be appropriate for the use.

MOTION:

Policy direction sought for mobile food vending and food trucks with in the City of Lake Worth Beach.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Proposed Vending Policy
City of Lake Worth Beach Zoning Map

**City of Lake Worth Beach
Public Rights of Way - Food Truck Permitting**

Food trucks would be allowed to operate vending services within the City's public rights of way in the following zoning districts.

**DT – Downtown (Not allowed on Lake and Lucerne)
MUE – Mixed Use East (Not allowed on Lake and Lucerne)
MUDH – Mixed Use Dixie Highway (Not allowed on Dixie Highway)
AI – Artisanal Industrial
TOD-E – Transit Oriented Development East (Not allowed on Lake and Lucerne)
TOD-W - Transit Oriented Development East (Not allowed on Lake Worth Road)
MU-W – Mixed Use West (Not allowed on Lake Worth Road)**

Requirements

**Division of Hotels and Restaurants License (required by Sec. 509.241, F.S.)
Health Department License
Palm Beach County Business License
LWB Right of Way Use Permit
LWB Vendor's Business License
LWB Decal with year must be displayed (Provided once approved and all fees paid)
(Will require annual renewal of LWB ROW permit and LWB Business License)**

Hours of Operation

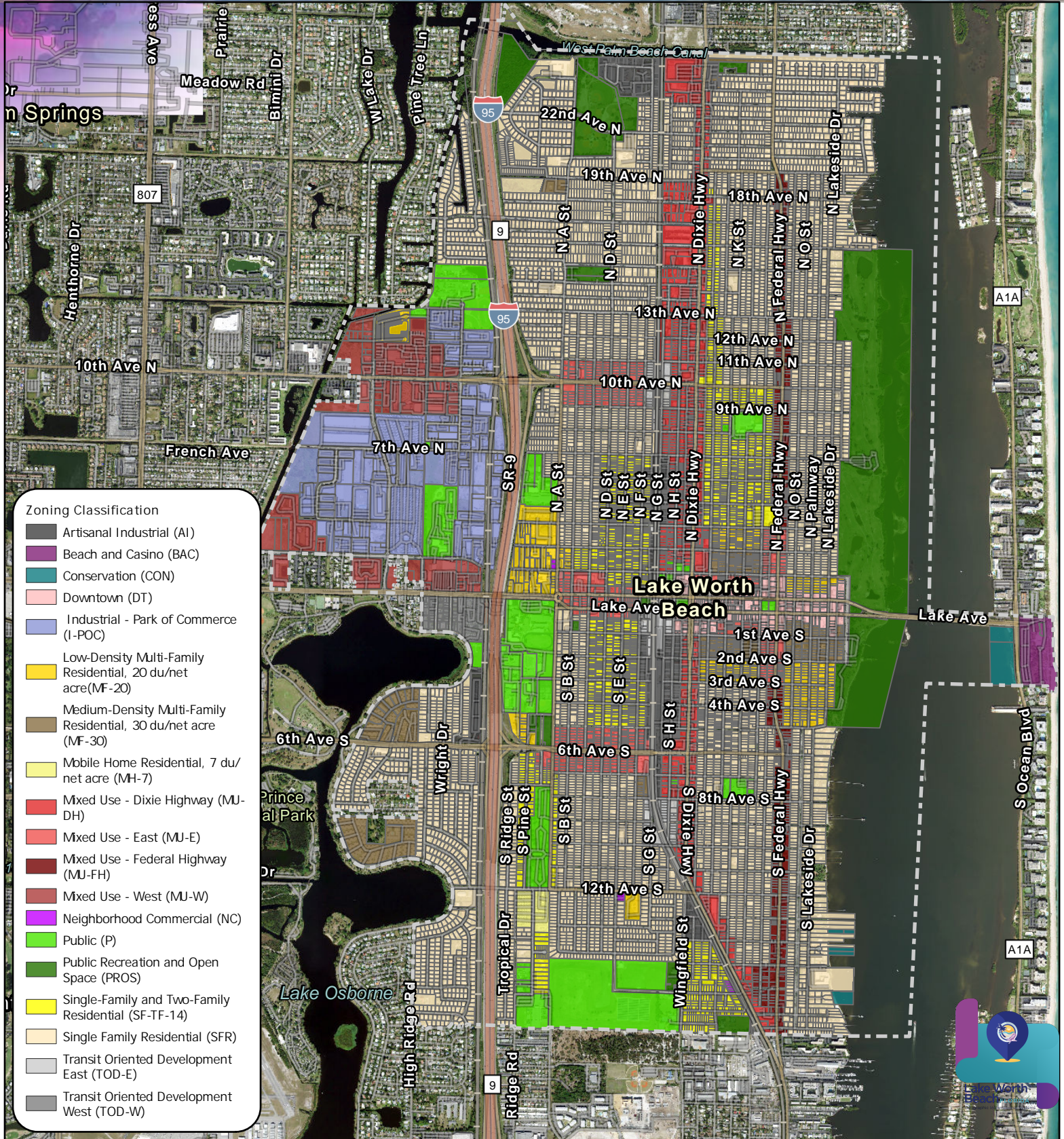
Limited to the hours of 8 am to 9 pm weekdays. 8 am to 11 pm weekends.

Must be parked on City rights of way where parking is allowed and be no longer than 22 ft and no wider than 8 ft wide (will fit in a standard parallel parking space)

No speakers, music or other potentially noise or nuisance based activities allowed in association with operation.

Zoning Classification

City of Lake Worth Beach, FL



Zoning Classification

- Artisanal Industrial (AI)
- Beach and Casino (BAC)
- Conservation (CON)
- Downtown (DT)
- Industrial - Park of Commerce (I-POC)
- Low-Density Multi-Family Residential, 20 du/net acre (MF-20)
- Medium-Density Multi-Family Residential, 30 du/net acre (MF-30)
- Mobile Home Residential, 7 du/net acre (MH-7)
- Mixed Use - Dixie Highway (MU-DH)
- Mixed Use - East (MU-E)
- Mixed Use - Federal Highway (MU-FH)
- Mixed Use - West (MU-W)
- Neighborhood Commercial (NC)
- Public (P)
- Public Recreation and Open Space (PROS)
- Single-Family and Two-Family Residential (SF-TF-14)
- Single Family Residential (SFR)
- Transit Oriented Development East (TOD-E)
- Transit Oriented Development West (TOD-W)

Map Legend

- Parcel Boundary
- Municipal Boundary

0 0.15 0.3 0.6 Miles

STAFF REPORT REGULAR MEETING

AGENDA DATE: January 17, 2023

DEPARTMENT: Community Sustainability

TITLE:

WGI Task Order No. 34 – Preparation of a Mobility Plan for the City of Lake Worth Beach

SUMMARY:

WGI, a CCNA, city approved consultant/provider, has prepared a detailed Task Order for the development of a Citywide Mobility Plan. The development of the plan is anticipated to take two years and will cross over two fiscal years, 2023 and 2024.

BACKGROUND AND JUSTIFICATION:

The City has discussed the need for a formal mobility plan for several years. As part of the budget discussions for Fiscal Year 2023, the Commission approved \$150,000 for the first year in developing such a plan. Provided here is a formal Task Order that covers the entire, projected two-year timeframe to complete the data gathering, analysis, public outreach, findings, project planning and project scheduling for a mobility plan that will be adopted as an addendum to the City's Comprehensive Plan.

The first year of work will be funded by the Fiscal Year 2023 appropriation. The second year of work under the Task Order taking place in Fiscal Year 2024, is recommended to be funded by the City's Sustainable Bonus Incentive Program Trust Fund (Fund) but is currently unfunded. The Fund has a healthy balance of several hundred thousand dollars with additional deposits anticipated during the year as approved projects go to permitting.

The task order divides the proposed work in to six (6) main tasks. 1) Plan Alignment, 2) Commission Workshop, 3) Public Engagement, 4) Mobility Analysis, 5) Prioritization and Metrics and 6) finally Mobility Plan, which will include proposed projects with prioritization and scheduling. Tasks 1 through 4 are proposed to be completed the first year with tasks 5 and 6 the following year. The Task Order itself goes into more detail regarding the proposed work and deliverables.

MOTION:

Move to approve/disapprove Task Order No. 34 with WGI to prepare a citywide mobility plan for the City.

ATTACHMENT(S):

Fiscal Impact Analysis

Task Order No. 34

WGI Approved CCNA Contract

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Inflows					
Current Appropriation	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows					
Operating	\$149,085	\$148,525	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact	\$149,085	\$148,525	0	0	0
No. of Addn'l Full-Time Employee Positions					
	0	0	0	0	0

New Appropriation Fiscal Impact:		
	Revenue Source	Expenditure
Department	Community Sustainability	
Division	Planning & Preservation	
GL Description		
GL Account Number		
Project Number	AP2302	
Requested Funds	301-9010-589.63-00 - FY 2023 001-0000-380.15-11 – FY 2024	FY 2023 \$149,085.00 FY 2024 \$148,525.00

Budget Transfer Impact		
	Revenue Source	Expenditure
Department		
Division		
GL Description		
GL Account Number		
Project Number		
Requested Funds		

Contract Award - Existing Appropriation	
	Expenditure
Department	
Division	
GL Description	
GL Account Number	
Project Number	
Requested Funds	

TASK ORDER NO. #34

MOBILITY PLAN

CIVIL SERVICES

THIS TASK ORDER ("Task Order") is made on _____, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **WGI, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as a Mobility Plan (the "Project"). The Project is described in the consultant's proposal, dated December 6, 2022 and is attached hereto as "Exhibit 1" and incorporated herein.

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the City as detailed in the Consultant's Proposal attached hereto and incorporated herein as "Exhibit 1".

3.0 Schedule

The services to be provided under this Task Order shall be completed within 550 days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum amount of **\$297,610.00**. The attached proposal "Exhibit 1" identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is Angela Biagi, phone: 561-296-2173; email angela.biagi@wginc.com; and the Project Manager for the City is William Waters, phone: 561-586-1634; email: wwaters@lakeworthbeachfl.gov.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, entitled RFQ 18-303

dated March 6, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order to the Civil Engineering Services Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR:

WGI, Inc.




By: _____

Print Name: Angela Biagi

Title: Director

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 6th day of December 2022, by Angela Biagi, as the Director [title] of WGI, Inc., a Florida Corporation authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

 **CYNDY LITTLE**
Notary Public
State of Florida
Comm# HH224313
Expires 3/31/2026

Cyndy Little
Notary Public Signature

EXHIBIT "1"
Contractors Proposal



EXHIBIT 1 (Consultant's Proposal)

December 6, 2022

William Waters, AIA, NCARB, LEED AP, BD+C, SEED
Director for Community Sustainability
City of Lake Worth Beach
1900 2nd Ave. N.
Lake Worth Beach, FL 33461

wwaters@lakeworthbeachfl.gov

Re: Lake Worth Beach Mobility Plan

Dear William:

WGI, Inc. (WGI) is pleased to provide this proposal to the City of Lake Worth Beach (CITY) for professional services for a Mobility Plan. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Professional Services Agreement with the City of Lake Worth, awarded as per Civil Engineering RFW 18-303 dated March 16, 2018.

PROJECT UNDERSTANDING

It is our understanding that the CITY would like to develop a city-wide strategic Mobility Plan. This plan is structured to align funding opportunities, infrastructure improvements, technology, and planning innovation.

This scope is divided into six main tasks:

- 1) Plan Alignment
- 2) Commission Workshop
- 3) Public Engagement
- 4) Mobility Analysis
- 5) Prioritization and Metrics
- 6) Mobility Plan

The project work will be conducted in two phases.

- Phase 1: Tasks 1 through 4 - \$149,085.00
- Phase 2: Tasks 5 and 6 – \$148,525.00

SCOPE OF SERVICES

TASK 1: PLAN ALIGNMENT

Fee.....\$30,935.00

Task 1.1: Project Initiation

WGI's project team will conduct one (1) project initiation kick-off meeting with the City of Lake Worth Beach staff. This meeting will be up to two (2) hours in length and will be facilitated by up to three (3) members of the WGI team. During this meeting, we will review the scope of work, deliverables, outreach, and schedule. Additionally, during this task, the team will develop overall project goals, review common mobility elements, and select those for consideration in the City Commission workshop.

Task 1.1 will also develop goals for the mobility plan that will be vetted through City Commission and stakeholders.

Task 1.2: Plan Alignment

The team will review and obtain relevant data sets, plans/policies, on-going studies, and other information to create the existing conditions memo. This includes Lake Worth Beach city departments, regional agencies, and related state initiatives. The City will assist in coordination with the TPA, FDOT, Palm Beach County, and other City consultants in providing plans, schedules, update calendars, and budgets.

Task 1.3: Funding Screen

The project team will review federal, state, regional, and local programs and prepare timetables and deadlines for relevant funding programs. The screen will highlight relevant funding criteria such as equity, resilience, safety, and housing. The project team will develop maps showing locations where multiple funding priorities are co-located. The results will be presented at the City Commission workshop.

Task 1.4 Future-Readiness

WGI will identify near and medium-term trends that merit inclusion in Lake Worth Beach's Mobility Plan. This includes pending development and infrastructure proposals (local and regional), emerging technologies, and other change drivers. WGI will review strategies for future-readiness, covering topics such as trends, emerging technologies, and other change drivers.

Task 1.5 Draft Workplan

WGI will develop a draft workplan for the project. This will include a project schedule, outline, and deliverables. Once the team receives Commission direction, WGI will finalize the workplan (Task 2.5).

Task 1.6: Monthly Progress Reports

WGI will compile monthly progress reports, including work completed, upcoming deliverables, action items with identified responsibilities, and identified issues or problems.

Task 1 Deliverables:

- *Project initiation kick-off meeting, meeting agenda, and memo summary.*
- *Plan alignment matrix*
- *Funding Screen memo with dates, deadlines, and maps*
- *Future-Readiness memo*
- *Draft workplan*
- *Monthly progress reports*

TASK 2: COMMISSION WORKSHOP

Fee.....\$17,650.00

The purpose of this workshop is to present information gathered in Task 1 and obtain City Commission priorities for inclusion in the Mobility Plan. Workshop results will be compiled and included in a final work plan to develop a customized, targeted Mobility Plan for Lake Worth Beach. This scope assumes the City will be responsible for all scheduling and public notice requirements. The City will provide any templates, logos, and brand standards that WGI should utilize.

Task 2.1: Draft Presentation

WGI will develop a draft PowerPoint presentation for the workshop. WGI will present on the fundamental elements of mobility, a menu of topics commonly covered in mobility plans, trends that should be incorporated into the Lake Worth Beach Mobility Plan, alignment with funding programs, and a slide to lead Commission discussion.

Task 2.2: Draft City Commission Handout

WGI will develop a workshop handout (up to 10 pages in length) that accompanies the workshop presentation. The handout will contain information gathered in Task 1 and will provide visual guides and charts covering plan alignment, funding opportunities, trends, and background on the elements of mobility.

Task 2.3: Final Presentation and Commission Handout

Once comments are received from City staff, WGI will prepare a final presentation and handout.

Task 2.4 City Commission Workshop

Up to two (2) WGI staff will attend one (1) City Commission workshop. During the workshop WGI will conduct a presentation and will facilitate discussion with the Commissioners. The expected outcome will be City Commission direction on how and where to focus the mobility plan.

Task 2.5 Final Workplan

Following Task 2.4, WGI will prepare a final workplan documenting the City Commission workshop discussion items.

Task 2 Deliverables:

- *Draft and Final Workshop Presentation*
- *Draft and Final Workshop Handout*
- *Final Workplan*

TASK 3: PUBLIC ENGAGEMENT

Fee.....\$60,700.00

Public engagement is a critical component of mobility plan development. Mobility is a relatively new topic, and as such, engagement will include an education component. Public comments will be compiled and integrated into the mobility plan as appropriate. This scope assumes the City will be responsible for procuring event space, mailings, public notices, and updating the City's website.

Task 3.1: Steering Committee

WGI, working with the City, will develop a list of internal, external, and critical mobility stakeholders to serve as a steering committee throughout the life of the project. WGI will also develop a list of risk screen and talking points for possibly contentious community conversations. The steering committee will help identify focus populations to ensure a well-rounded collection of insights across all modes and areas of the City.

Task 3.2: Engagement Events

WGI will attend five (5) events to host a mobility exhibit and receive community input on the mobility plan. Attendance at each event will be a maximum of 4 hours. WGI will also develop an interactive activity to gather public comment during outreach events. Examples are games, visual preference surveys, or trade-off assessment. WGI will produce outreach materials to advertise the events. This includes one (1) handout such as a trifold brochure, one (1) mailer, event boards, maps, and event material. The City will be responsible for distribution of the mailers and public notices for each event.

Task 3.3: Survey

WGI will develop one (1) survey to collect data and insights from the public. The survey will be formatted into a digital format (Survey123) accessible on the city's website. A physical version of the survey will be developed for distribution to community residents who are unable to complete the survey digitally. Printing services will be charged per the agreed upon rate sheet. The survey will be provided in English and Spanish.

Task 3.4: Walkshop

The project team will plan and conduct one (1) walkshop with the steering committee. The purpose of the walkshop is to identify assets and challenges *in situ*. WGI will develop a walking route to be approved by the City, as well as features to include. Subtasks include handout, working with law enforcement, and conducting the walkshop. The walkshop will be a up to four (4) hours in length a be limited to three (3) WGI staff.

Task 3.5: Public Engagement Summary

WGI will gather input from Task 3 activities and prepare a public engagement summary. This summary will provide a synthesis of comments and comment types to document and present comment in the final plan.

Task 3 Deliverables:

- *Public Engagement Summary*

TASK 4: MOBILITY ANALYSIS

Fee.....\$39,800.00

This review will focus on key areas as determined by the priorities identified in Tasks 1 and 2.

Task 4.1: Analysis

WGI will assess the following aspects of the mobility system:

- Connectivity of the transportation network, including gaps (i.e., missing infrastructure, existing constraints/barriers);
- Priority areas and “hotspots;”
- Strategic data layers;
- Sidewalks, curbsides, intersections, trails, streets, on-street parking (vehicles, bikes etc.), transit stops, and signage/wayfinding;
- The City will assist in coordination with the TPA, FDOT, the County, and other City consultants in data collection activities; and
- Data will be sourced from existing data. New data collection is not included in this scope.

Task 4.2: Mobility Patterns

This review will provide the most recent research and data on evolving travel pattern changes with new mobility such as shared-use mobility and microtransit (e.g. Freebee and Circuit). The City will assist in providing any data or studies available from local studies related to redevelopment potential.

Task 4.3: Mobility Technology Recommendations

WGI will assess current, trending, and emerging technologies applicable to Lake Worth Beach’s traffic, parking, and safety needs. The team will review technologies, the pros and cons of each technology (cost, maintenance, and training needs), market availability, case studies (where available), and links to vendors.

Task 4.4: Project Type Identification

WGI will identify the types of mobility projects recommended to be included in the mobility plan based on project goals, realistic outcomes, and funding. These project types will inform Task 5.1 Prioritization Criteria.

Task 4 Deliverables:

- *Mobility analysis memo*
- *Project type recommendations memo*

TASK 5: PRIORITIZATION AND METRICS

Fee.....\$16,375.00

In conjunction with Tasks 1 through 4, WGI will develop a prioritization structure intended to facilitate a rapid and effective focus of resources. Prioritization will be linked back to the mobility plan goals and informed by stakeholder comments.

Task 5.1 Draft Prioritization Criteria

WGI will develop a draft prioritization criteria memo (e.g., matrix, list) to assist the public and decision makers. Primary criteria will be those which are prominent in national, state, and regional programs: safety, equity, resilience, multi-mobility. Secondary criteria will be locally driven and tied to the goals set for this mobility plan.

Task 5.2: Standards, Metrics, and Data Collection

WGI will work with the City to identify standards and performance metrics for near- and long-term data strategies. The team will review metrics associated with the plan's goals and priorities, as well as metrics used by the Palm Beach TPA. This sub-task includes a review of data collection methods and sources, as well as best practices. The results will be included in the Task 5.3.

Task 5.3 Final Prioritization Criteria

Based on Task 5.2 and Task 3, WGI will create a final prioritization criteria memo.

Task 5 Deliverables:

- *Draft Prioritization Criteria Memo*
- *Final Prioritization Criteria Memo*

TASK 6: MOBILITY PLAN

Fee.....\$132,150.00

The Mobility Plan will be conducted with two parallel tracks: (1) the mobility plan with overarching elements and (2) opportunistic action. This is important given key federal, state, and regional funding programs. Each section of the plan will cover (1) existing conditions, (2) trends and changes, (3) priorities, (4) projects, (5) policies, and (6) programs.

Task 6.1 Mobility Networks

WGI will update the network analysis conducted in the Palm Beach TPA's 2011 Master Comprehensive Bicycle Transportation Plan. WGI will examine sidewalks, roadways, access to transit, bikeways, Safe Routes to Schools, equity and accessibility, and Vision Zero for the following element:

- 1) current networks
- 2) gaps
- 3) constraints
- 4) trade-offs
- 5) recommended networks, improvements, and network growth.

Depending on priorities established in Tasks 2 and 3, the network may be developed citywide or targeted to sub-networks and/or corridors. Up to five (5) graphics will be provided to support the mobility network analysis recommendations.

Task 6.1 Deliverable:

- *Maps showing existing and potential mobility networks (by individual and collective system)*
- *Conceptual graphics (up to 5)*

Task 6.2: Modes

This task will review existing and trending modes of transportation and will be developed concurrent with Task 3 Public Engagement. This purpose of this task is to (1) develop a hierarchy of modes for City sub-areas, and (2) analyze the likely evolution and market adoption of emerging modes of transportation and their applicability to Lake Worth Beach.

Task 6.2 Deliverable

- *Emerging modes memo*

Task 6.3 Complete Streets Policy Development

In September of 2022, City Council adopted Resolution 62-2022 to establish a Complete Streets Policy. The policy is to be adopted in the Comprehensive Plan's Transportation Element.

Task 6.3.1: Best Practices in Complete Street Policy and Design

This task will review locally adopted policies and designs, as well as national best practices. The review will be driven by goals and priorities identified in Tasks 1-5.

Task 6.3.2: Outreach and Messaging

WGI will create interactive exercises to teach stakeholders (1) traditional street design in a variety of contexts, (2) critiques of traditional design, (3) growing completion for space in rights of way, and (4) trade-offs. We will use tools such as Streetmix. These activities will be conducted with education and engagement in Task 3.

Task 6.3.3: Comprehensive Plan Policies

The project team will develop a slate of policies for inclusion in the next update to the Comprehensive Plan- Transportation Element.

Task 6.3.4 Complete Streets Typologies

While Task 6.1 addresses networks, this task will assess the design of segments, intersections, and cross-sections. The choice of typologies will be developed concurrent with the priority setting activities in Tasks 5 and 6. For example, the City may want to develop typologies for Vision Zero to address hotspot rather than develop standard cross sections. WGI will produce to six (6) typologies and renderings.

Task 6.3 Deliverables:

- *Best Practices in Policy and Design Memo*
- *Complete Streets Policies*
- *Complete Street typologies and renderings (up to six)*

Task 6.4: Transit Oriented Development and Mobility Hubs

In addition to the outreach defined in Task 3, WGI will provide the following specific to mobility hubs and TOD:

- 1) WGI will provide up to 5 examples of mobility hubs applicable to Lake Worth Beach and associated best practices;
- 2) Create ranking criteria to define up to two mobility hub locations (based on co-location to transit stops, role as destination or node, ability to serve multiple modes, and propensity for high non-SOV use); and
- 3) Prepare conceptual renderings for up to two hubs. These renderings will be designed for public engagement and for grant submittals.

Task 6.4 Deliverable:

- *TOD & Mobility Hubs Memo*

Task 6.5 Demand Management

Demand management helps cities better manage infrastructure assets where supply expansion is limited or infeasible. This mobility plan will cover the following elements of demand management:

1. land use
2. parking
3. curbside management
4. transportation demand management (or TDM)
5. Shared mobility.

For each area of demand management, the plan will include:

1. how demand management works
2. best practices
3. current programs
4. program development
5. other pertinent practice tips.

These will be compiled into a Demand Management Report

Task 6.5 Deliverables:

- Demand Management report

Task 6.6: Strategic Funding

WGI will develop a priority project list to match funding sources. The mobility plan is organized to leverage funding opportunities, some of which are one-time funds that will be dispersed through federal grants or the Palm Beach TPA. There are also state funding sources that may be available for mobility-related activities, as well as local Capital Improvement funds.

Task 6.6 Deliverable:

- *Project Priority and Funding List*

Task 6.7: Draft Mobility Plan

A draft Mobility Plan will be developed based upon the sub tasks above. The Draft Mobility Plan will include a map(s) of the multimodal improvements and a tabular list of multimodal improvements. The prioritization for funding and construction of multimodal improvements identified in the Mobility Plan will be established during the annual update of the Capital Improvements Plan. City staff will provide up to two rounds of review of the draft plan. WGI will present a draft of the plan to the City Commissioner at a regularly scheduled hearing.

Task 6.7 Deliverables:

- *Draft Mobility Plan*
- *Presentation for City Commission hearings*

Task 6.8 Final Mobility Plan

Based on the City staff review and feedback from City Commission, WGI will incorporate comments into the final mobility plan. WGI will present the final plan to the City Commission for adoption at a regularly scheduled hearing.

Task 6.8 Deliverables:

- *Final Mobility Plan*
- *Presentation for City Commission hearings*

Any additional optional services requested by CLIENT will be provided in accordance with WGI's current hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

Respectfully submitted,

WGI, Inc.



Angela Biagi, PLA, LEED BD+C
Director, Urban + Community Planning

**PROFESSIONAL SERVICES AGREEMENT WITH THE
CITY OF LAKE WORTH**



**FOR CIVIL ENGINEERING
SERVICES
(RFQ NO. 18-303)**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made on the 16th day of March, 2018, between the **City of Lake Worth**, a Florida municipal corporation ("City") and **Wantman Group, Inc.**, a Florida corporation ("CONSULTANT").

WHEREAS, the City issued Request for Qualifications (No. 18-303) for engineering, architecture and related professional services in accordance with the Consultants' Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ"); and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ; and

WHEREAS, the City desires to award the RFQ to the CONSULTANT based on CONSULTANT's qualifications and experience to provide **Civil Engineering** services; and

WHEREAS, the City finds making the non-exclusive award of the RFQ to the CONSULTANT as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES AND TASK ORDER(S)

A. Scope of Services: The City has awarded the CONSULTANT the non-exclusive right to provide the City with **Civil Engineering** services ("services").

B. Task Order(s): This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services identified herein. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the CONSULTANT's fee schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. If a subconsultant(s) is to be utilized for services under a task order, the CONSULTANT shall obtain a written proposal from the subconsultant(s) and attach the same with to the CONSULTANT's proposal submitted to the City. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. Depending on the lump sum, not to exceed amount of each proposed task order, the task order may be awarded by the City Manager (if within his purchasing authority of \$25,000 or less) or the City Commission. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City or upon the CONSULTANT's receipt of a fully executed task order for the services. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 2 - TERM OF AGREEMENT

This non-exclusive Agreement shall become effective upon approval by the City Commission and execution by the Mayor and shall have an initial term of two (2) years with three (3) optional one (1) year renewals. The City Manager is authorized to exercise the optional one (1) year renewals. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida or Palm Beach County (if applicable) and the City.

ARTICLE 3 – COMPENSATION

A. Fee Schedule: The fee schedule attached as **Exhibit “B”** shall remain firm for the first two (2) years of this Agreement. After the first two (2) years, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order signed by the City Manager or approved by the City Commission. The fee schedule shall be the basis for all fees proposed by the CONSULTANT and in any approved task order.

B. Lump Sum Task Orders: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the City unless approved by written amendment to the task order by the City Manager or City Commission (depending on the City’s required level of approval for such additional costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order or written amendment thereto.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order or amendment thereto. Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. **All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.**

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt

Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

C. Fiscal Non-funding: In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City. The CONSULTANT will be paid for all services rendered through the date of termination.

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City or upon the CONSULTANT's receipt of a fully executed task order for the services.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in a task order or such other drawings, specifications, calculations, supporting documents, or work products prepared for the City under this Agreement shall become the property of the City upon delivery or completion. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The City, through the City Commission or the City Manager (as

specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the schedule set forth in each task order, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

J. Conflict of Interest: The CONSULTANT 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 Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT 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 to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the tasks associated with the services without prior written City approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 6 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice

of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

ARTICLE 7 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the parties reserve the right and may elect to terminate this Agreement at any time upon ten (10) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the initial term or expiration of the renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this

Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 11 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 12 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

**Wantman Group, Inc.
Attn: Project Manager
2035 Vista Parkway
West Palm Beach, FL 33411**

All notices to the City shall be sent to:

City of Lake Worth
Attn: City Manager
7 North Dixie Highway

Lake Worth, FL 33460.

ARTICLE 13 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 14 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 15 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement.

ARTICLE 16 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 17 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement, including the RFQ, the exhibits hereto and any approved task orders, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein); Exhibit "A", Exhibit "B"; and, any approved task orders. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail; provided, however, that the specific scope of services set forth in an approved task order shall take precedence over any other more general description of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. Waiver of Jury Trial: **To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Agreement.**

F. Counterparts: This Agreement and all task orders may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

G. Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

H. Survivability: Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

ARTICLE 18 - PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 19 - PUBLIC RECORDS

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

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.

D. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, dandrea@LakeWorth.org, or 7 North Dixie Highway, Lake Worth, FL 33460.

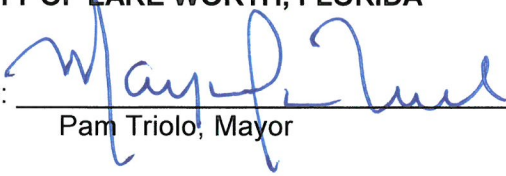
ARTICLE 20 - REPRESENTATIONS/BINDING AUTHORITY

By signing below, CONSULTANT's signee has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

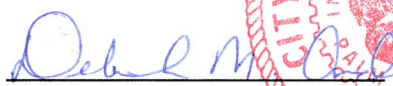
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the Lake Worth Beach Complex Conceptual Plans Design, Cost Estimates & Construction Design and Construction Phase Services on the day and date first above written.

CITY OF LAKE WORTH, FLORIDA

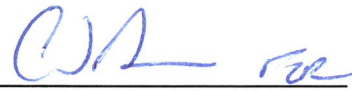
By: 
Pam Triolo, Mayor

ATTEST:


Deborah M. Andrea, City Clerk



Approved as to form and legal sufficiency:


Glen J. Torcivia, City Attorney

PA 2/26/17



CONSULTANT:

Wantman Group, Inc. (WGI)

By: 

Print Name: **Michael L. Davis**

Title: **Senior Vice President**

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 02 day of February 2017 by Michael L. Davis, as Senior Vice P (title), of Wantman Group, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.


Notary Public

Print Name: Paula Miller
My commission expires: 11/29/20

EXHIBIT "A"
SAMPLE TASK ORDER

Task Order for the Lake Worth _____ Services

TASK ORDER NO. _____

THIS TASK ORDER ("Task Order") is made on the ____ day of _____, 2018, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Wantman Group, Inc.**, a Florida corporation ("Consultant").

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein and generally described as: _____
(the "Project").

2.0 Scope

Under this Task Order, the Consultant will provide professional services to the City as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of \$_____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____,
phone: _____; email: _____; and, the Project
Manager for the City is _____,
phone: _____; email: _____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation

Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated _____, 2018 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Task Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Deborah M. Andrea, City Clerk

Glen J. Torcivia, City Attorney

Consultant: _____

By: _____
Name:
Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____, as _____ of **Wantman Group, Inc.**, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

EXHIBIT "B"
FEE SCHEDULE
(consisting of 1 page(s))

CITY OF LAKE WORTH CCNA - CIVIL ENGINEERING WANTMAN GROUP, INC. FEE SCHEDULE EFFECTIVE DATE FEBRUARY 12, 2018			
ENGINEERING SERVICES		LANDSCAPE ARCHITECTURE SERVICES	
	Proposed Hourly Rate		Proposed Hourly Rate
Executive Engineer	\$240.00	Principal Landscape Architect	\$190.00
Chief Engineer	\$220.00	Senior Project Manager	\$170.00
Senior Project Manager	\$180.00	Project Manager	\$145.00
Principal Engineer	\$200.00	Senior Designer	\$125.00
Project Manager	\$160.00	Designer	\$95.00
Senior Engineer	\$140.00	Entry Level Designer	\$80.00
Senior Project Engineer	\$130.00	ENVIRONMENTAL SERVICES	
Project Engineer	\$125.00	Principal Environmental Scientist	\$190.00
Senior Designer	\$115.00	Senior Environmental Scientist	\$170.00
Engineer	\$130.00	Project Manager	\$132.00
Senior Engineer Intern	\$120.00	Environmental Scientist	\$110.00
Engineer Intern	\$95.00	Environmental Technician	\$85.00
Chief Designer	\$135.00	OTHER PROFESSIONAL SERVICES	
Designer	\$95.00	Expert Witness	\$325.00
Field Engineer	\$130.00	GIS Technician	\$90.00
Field Inspector	\$100.00	Administrative Assistant	\$70.00
PLANNING SERVICES		REIMBURSABLE EXPENSES	
Principal Planner	\$190.00	Copies, Black & White (each)	\$0.30
Senior Project Manager	\$170.00	Copies, Color (each)	\$1.00
Project Manager	\$145.00	Plots, Black & White (each)	\$2.00
Senior Planner	\$125.00	Plots, Color (each)	\$15.00
Planner	\$95.00	Mylars (each)	\$70.00
Entry Level Planner	\$80.00	All Third Party Expenses	Cost Plus 10%

Expenses: In addition to labor, WGI bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees. WGI also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.