



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, SEPTEMBER 06, 2022 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Mayor Betty Resch

**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 Corradino Group regarding the FDOT Intersection Project Update on US1 at Lake and Lucerne Avenues
- B. PBC Transportation Planning Agency (TPA) presentation regarding Vision Zero and Complete Streets
- C. Presentation by Kimley-Horn regarding Dixie Highway Lane Repurposing
- D. Presentation by Lauren Bennett, Leisure Services Director, of awards received at the Florida Festival and Events Association Conference

**COMMISSION LIAISON REPORTS AND COMMENTS:**

**CITY MANAGER'S REPORT:**

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

**APPROVAL OF MINUTES:**

- A. [Budget Work Session #3 - August 11, 2022](#)
- B. [Budget Work Session #4 - August 15, 2022](#)
- C. [Regular Meeting - August 16, 2022](#)
- D. [Work Session - August 23, 2022](#)

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

- A. [Seventh Amendment to Professional Services Agreement with Ben Few & Company, Inc.](#)
- B. [Resolution No. 61-2022 – establishing the City's desire to be designated as a Vision Zero Community](#)

- C. [Resolution No. 64-2022 – submission of an application to the Florida Department of State, Division of Cultural Affairs, General Program Support grant program for funding assistance with the 2023 Street Painting Festival](#)
- D. [Resolution No. 65-2022 – Fiscal Year 2023 State Aid to Libraries Grant Application](#)
- E. [Resolution No. 66-2022 – Florida Humanities English for Families Program Grant Application](#)

**PUBLIC HEARINGS:**

- A. [Resolution No. 55-2022 - Adopting the final assessment roll for non-ad valorem assessments levied for Chronic Nuisance Services and directing that such final assessment roll be certified to the Palm Beach County Tax Collector.](#)

**UNFINISHED BUSINESS:**

- A. [Resolution No. 63-2022 – approval to submit an application to the Florida Department of Transportation \(FDOT\) for lane repurposing on US-1/Dixie Highway](#)

**NEW BUSINESS:**

- A. [Twelfth Addendum to the Law Enforcement Service Agreement \(LESA\)](#)
- B. [Resolution No. 62-2022 – establishing the City’s Complete Streets Policy](#)
- C. [Agreement with Spatco Energy Solutions LLC for the Fleet Fuel System and Dispensers Replacement Project.](#)
- D. [Ordinance No. 2022-15 – First Reading - approval 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 \(TOD-E\)](#)
- E. [Ordinance No. 2022-16 – First Reading - Establishing a Business Advisory Board](#)
- F. [Ordinance No. 18-2022 – First Reading - Repeal of sections 15-91 “Definitions,” 15-91 “Prohibited acts regarding panhandling,” and 19-14 “Right-of-way solicitors and canvassers”](#)
- G. [Ordinance No. 19-2022 – First Reading - Adopting amendments to Chapter 7 “Beaches, Parks and Recreation” to prohibit smoking and vaping in City parks and on the City’s beach](#)

**CITY ATTORNEY'S REPORT:**

- A. Housing Crisis Update

**UPCOMING MEETINGS AND WORK SESSIONS:**

September 8 - Special, 1st Budget Hearing @ 5:01 pm  
September 12 - Work Session - redistricting @ 5 pm  
September 14 - Pre-Agenda Work Session @ 9 am  
September 20 - Regular @ 6 pm

**ADJOURNMENT:**

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

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION BUDGET WORK SESSION #3  
CITY HALL COMMISSION CHAMBER  
THURSDAY, AUGUST 11, 2022 - 5:00 PM**

The meeting was called to order by Mayor Betty Resch on the above date at 5:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:14) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis and Deputy City Clerk Shayla Ellis. Commissioner Sarah Malega was absent.

**PLEDGE OF ALLEGIANCE:** (0:44) led by Commissioner Kimberly Stokes.

**UPDATES / FUTURE ACTION / DIRECTION:** (1:35)

A. Fiscal Year 2023 operating and Capital Budgets – Enterprise Funds

- Electric Fund

**Action:** Consensus to have electric utility staff provide graphs to depict the impact of solar energy on the cost of power in relation to the cost of natural gas.

- Water Fund
- Local Sewer Fund
- Regional Sewer Fund
- Stormwater Fund
- Refuse Fund

**ADJOURNMENT:** (2:19:10)

The meeting adjourned at 7:21 PM.

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

ATTEST:

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

Minutes Approved: September 6, 2022

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION BUDGET WORK SESSION #4  
CITY HALL COMMISSION CHAMBER  
MONDAY, AUGUST 15, 2022 - 5:00 PM**

The meeting was called to order by Vice Mayor Christopher McVoy on the above date at 5:07 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:12) Present were Vice Mayor Christopher McVoy, Commissioners Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis and Deputy City Clerk Shayla Ellis. Mayor Betty Resch and Commissioner Sarah Malega were absent.

**PLEDGE OF ALLEGIANCE:** (0:50) led by Commissioner Kimberly Stokes.

**UPDATES / FUTURE ACTION / DIRECTION:** (01:34)

A. Fiscal Year 2023 operating and Capital Budgets – Supplementals & CIP

**Action:** Consensus to have the city commission review both supplemental budgetary requests and capital improvement project as one-time or ongoing expenses; after review, the commission would rank the requested projects in order of importance and discuss at a future budget work session. (1:34:35)

**ADJOURNMENT:** (3:46:08)

The meeting adjourned at 8:53 PM.

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

ATTEST:

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

Minutes Approved: September 6, 2022

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**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, AUGUST 16, 2022 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:07 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (0:09) Present were Mayor Betty Resch (via Zoom), Vice Mayor Christopher McVoy, Commissioners Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and Deputy City Clerk Shayla Ellis. Commissioner Sarah Malega was absent..

**INVOCATION OR MOMENT OF SILENCE:** (0:30) led by Vice Mayor Christopher McVoy.

**PLEDGE OF ALLEGIANCE:** (1:22) led by Commissioner Kimberly Stokes.

**ADDITIONS/DELETIONS/REORDERING** (1:42)

Resolution No. 58-2022 approving the submission of an application for funding for the replacement of playground equipment in South Palm Park was added as Consent item F and Resolution No. 57-2022 declaring a housing crisis state of emergency in the City of Lake Worth Beach was added and reordered to New Business A. The word “density” was missing at line 139 from Ordinance 2022-12 and was added in.

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

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

**PRESENTATIONS:** (16:22) (there is no public comment on Presentation items)

- A. Presentation on the National Fitness Campaign (NFC) – Public Art Outdoor Fitness Court by Gloria Cox, Director, NFC Public Art Campaign (16:59)
- B. Presentation on Mental Health America's Bell Seal for Workplace Mental Health Gold Status by Human Resources (28:08)
- C. Presentation regarding beach complex and tourism by Todd Townsend (34:54)

**COMMISSION LIAISON REPORTS AND COMMENTS:** (45:19)

**Action:** Consensus to have a presentation from the Ed Liberty, Director of Electric Utilities, providing a brief overview of the Inflation Reduction Act at the Utility meeting scheduled for August 30, 2022. (54:18)

**CITY MANAGER'S REPORT:** (57:04)

City Manager Davis did not provide a report.

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:** (58:01)

**APPROVAL OF MINUTES:** (01:06:54)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the following minutes:

- A. Pre-agenda Work Session - July 27, 2022
- B. Special Meeting - July 28, 2022
- C. Budget Work Session #2 - August 1, 2022
- D. Regular Meeting - August 2, 2022

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

**CONSENT AGENDA:** (1:07:22) (public comment allowed during Public Participation of Non-Agendaed items)

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

- A. Payments of Fiscal Year 2021 Invoices
- B. Interlocal Agreement with the Lake Worth Beach Community Redevelopment Agency (LWBCRA) for payment of auditing services provided by the City's Consultant RSM US, LLP
- C. Resolution No. 52-2022 – authorizing the submission of an application to the Bureau of Justice Assistance for the City's Justice Assistance Grant formula award
- D. Resolution No. 53-2022 – authorizing the Mayor, or her designee, to execute the Agreement between the State of Florida, Department of State and the Lake Worth Beach Public Library for the 2023 BiblioArte! Festival
- E. Resolution No. 54-2022 – approving the submission of an application for funding under the Florida Recreation Development Assistance Program for the replacement of playground equipment in Bryant Park
- F. (added) Resolution No. 58-2022 approving the submission of an application for funding under the Florida Recreation Development Assistance Program for the replacement of playground equipment in South Palm Park

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

**PUBLIC HEARINGS:**

- A. (tabled) Ordinance No. 2022-12 – Second Reading – Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,”

Division 2 “Definitions,” and Article 2 “Administration”, Division 3 “Permits” adding a new Section 23.2-39 “Affordable/Workforce Housing Program,” providing for a Lake Worth Beach Affordable/Workforce Housing Program (1:07:43)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-12 – AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2 “DEFINITIONS,” SECTION 23.1-12 “DEFINITIONS,” ADDING A NEW DEFINITIONS “ANNUAL GROSS HOUSEHOLD INCOME,” “GROSS RENT” AND “OVERALL HOUSING EXPENSE;” AND ARTICLE 2 “ADMINISTRATION,” DIVISION 3 “PERMITS,” ADDING A NEW SECTION 23.2-39 “AFFORDABLE/WORKFORCE HOUSING PROGRAM,” PROVIDING FOR AN AFFORDABLE/WORKFORCE HOUSING PROGRAM WITHIN THE CITY OF LAKE WORTH BEACH; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to table Ordinance No. 2022-12 on second reading amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” and Article 2 “Administration”, Division 3 “Permits” adding a new Section 23.2-39 “Affordable/Workforce Housing Program,” providing for a Lake Worth Beach Affordable/Workforce Housing Program until the regular meeting scheduled on September 20, 2022.

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

B. (tabled) Ordinance No. 2022-13 – Second Reading – Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” and Article 4 “Development Standards”, adding a new Section 23.4-25 “Micro-Units,” providing for Micro-Unit Housing (1:09:47)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-13 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2 “DEFINITIONS,” SECTION 23.1-12 “DEFINITIONS,” ADDING A NEW DEFINITION “MICRO-UNIT;” AND ARTICLE 4 “DEVELOPMENT STANDARDS,” ADDING A NEW SECTION 23.4-25 “MICRO-UNITS,” PROVIDING FOR DEVELOPMENT STANDARDS FOR MICRO-UNITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to table Ordinance 2022-13 on second reading amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” and Article 4 “Development Standards”, adding a new Section 23.4-25 “Micro-

Units,” providing for Micro-Unit Housing until the regular meeting scheduled on September 20, 2022.

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

C. (tabled) Ordinance No. 2022-14 – Second Reading – Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions”, and Article 2 “Administration”, Division 3 “Permits,” Section 23.2-31 “Site Design Qualitative Standards,” providing standards for buildings (1:11:14)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-14 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 1 “GENERAL PROVISIONS,” DIVISION 2 “DEFINITIONS,” SECTION 23.1-12 “DEFINITIONS,” ADDING THERETO NEW DEFINITIONS “SOCIAL JUSTICE” AND “SUSTAINABILITY;” AND “ARTICLE 2 “ADMINISTRATION,” DIVISION 3 “PERMITS,” SECTION 23.2-31 “SITE DESIGN QUALITATIVE STANDARDS,” PROVIDING FOR STANDARDS FOR BUILDINGS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Diaz and seconded by Commissioner Stokes to table Ordinance 2022-14 on second reading amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” and Article 2 “Administration”, Division 3 “Permits”. Section 23.2-31 “Site Design Qualitative Standards,” providing standards for buildings until the regular meeting scheduled on September 20, 2022.

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

**NEW BUSINESS:** (1:12:15)

A. (added & reordered) Resolution No. 57-2022 – declaring a housing crisis state of emergency in the City of Lake Worth Beach (1:12:50)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 57-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DECLARING A HOUSING CRISIS STATE OF EMERGENCY AND DIRECTING CITY STAFF TO EXPLORE VARIOUS OPTIONS, INCLUDING BUT NOT LIMITED TO, THE POSSIBLE DEVELOPMENT OF A SOLICITATION FOR THE PERFORMANCE OF A HOUSING STUDY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Resolution No. 57-2022 – declaring a housing crisis state of emergency in the City of Lake Worth Beach.

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

The meeting recessed at 8:31 PM and reconvened at 8:45 PM.

**Action:** Consensus to have City Attorney investigate the requirements to allow the city commission to become the governing board of the Community Redevelopment Agency Advisory Board at the next regular scheduled meeting on September 6, 2022. (3:20:12)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Stokes to extend the meeting to 11:00 PM. (3:31:44)

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

B. Resolution No. 56-2022 – Fiscal Year 2022-2023 Community Development Block Grant Agreement for Memorial Park Phase II (3:33:00)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 56-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT OF \$306,691 IN FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE MEMORIAL PARK PHASE II IMPROVEMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Resolution No. 56-2022 approving and authorizing the Mayor, or her designee, to execute the Fiscal Year 2022-2023 CDBG Agreement for the Memorial Park Phase II Improvements project.

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

C. Work Order #9 with The Paving Lady (3:33:54)

**Action:** Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve Work Order #9 with The Paving Lady at a cost not to exceed \$345,390.20.

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

D. Annual contracts for Building Division inspections, plan reviews, code compliance inspections, and other building services with C.A.P. Government, Inc., GFA International and Hy-Byrd, Inc. (3:35:45)

**Action:** Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve contracts with C.A.P. Government, Inc., GFA International and HyByrd, Inc.

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

**CITY ATTORNEY'S REPORT:** (3:43:02)

City Attorney Torcivia provided the following report:

- would be bringing forth documentation repealing the ordinance regarding panhandling
- would be bringing forth documentation repealing the ordinance regarding conversion therapy

**UPCOMING MEETINGS AND WORK SESSIONS:**

August 23 - Work Session @ 5 pm  
August 24 - Pre-agenda work session @ 9 am  
August 25 - Special meeting @ 6 pm - Casino Ballroom  
August 30 - Utility meeting @ 6 pm

**ADJOURNMENT:** (3:43:59)

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor McVoy to adjourn the meeting at 9:51 PM.

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

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

ATTEST:

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

Minutes approved September 6, 2022.

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

**MINUTES  
CITY OF LAKE WORTH BEACH  
CITY COMMISSION WORK SESSION – ARPA  
CITY HALL COMMISSION CHAMBER  
TUESDAY, AUGUST 23, 2022 - 5:00 PM**

The meeting was called to order by Mayor Resch on the above date at 5:13 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** (1:27) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega, Kimberly Stokes, and Reinaldo Diaz. Also present were City Manager Carmen Davis and Deputy City Clerk Shayla Ellis.

**PLEDGE OF ALLEGIANCE:** (1:56) led by Commissioner Reinaldo Diaz.

**UPDATES / FUTURE ACTION / DIRECTION:**

A. Discussion regarding ARPA funds (2:44)

**Action:** Consensus to distribute ARPA funds for the following allocations:

- \$ 1,050,000 designated to the reconstruction of the city pool
- \$ 4,000,000 designated for the Enterprise Resource Planning (ERP) system for the City
- \$ 75,000 for Exterior Paint & Waterproofing of City Hall
- \$ 60,000 for Exterior Paint & Waterproofing for Fire Station # 1
- \$ 120,000 to complete installation of hurricane impact windows for the Library
- \$ 150,000 for replacement of South Bryant Park playground equipment
- \$ 62,000 for Bryant Park Jetty – Engineering & Design
- \$ 50,000 Casino Elevator upgrades
- \$ 1,250,000 to match awarded grants for slated stormwater upgrades
- \$ 1,000,000 for fuel tank replacement
- \$ 1,000,000 additional to the funds slated for roadway & road repair
- \$ 2,000,000 for necessary improvements at City Hall Annex
- \$ 140,000 for roof replacement at Wingfield Gym
- \$ 2,500,000 for affordable housing program
- \$ 150,000 for mobility plan

**Action:** Consensus to review use and total cost request of \$656, 611 for improvements at the NW ball field at a later date. (1:25:20)

**Action:** Consensus to schedule a future work session regarding small businesses within city. (1:57:30)

**Action:** Consensus to schedule a future meeting regarding homelessness. (2:17:17)

**Action:** Consensus to examine providing additional access to broadband internet for City. (2:44:10)

**ADJOURNMENT:** (02:54:57)

The meeting adjourned at 8:09 PM.

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Betty Resch, Mayor

ATTEST:

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Melissa Ann Coyne, City Clerk

Minutes Approved: September 6, 2022

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DRAFT

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** Human Resources

**TITLE:**

Seventh Amendment to Professional Services Agreement with Ben Few & Company, Inc.

**SUMMARY:**

The Amendment authorizes Ben Few & Company, Inc. to continue providing Risk Management Services for the period from September 30, 2022 to September 30, 2023, at the same fee of \$48,000.00 annually or \$4,000.00 monthly.

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach has utilized the services of Ben Few & Company (“Consultant”) for many years. In 2011, the Consultant was selected through an RFP process as the City’s insurance consultant. Since then, the City entered into a new professional services agreement in 2015, for comprehensive risk management services with Consultant. The Agreement allows Consultant to work closely with in-house staff to facilitate, among other things, RFP’s for the selection of an insurance broker for appropriate insurance coverages, RFP’s for the selection of third-party managers/administrators, investigations and adjustments of claims. In addition, Consultant continues to assist staff with risk management issues throughout the City.

The Seventh Amendment to the Professional Services Agreement extends the agreement for one year at a rate of \$48,000 annually. These services are included in the FY23 Self Insurance Budget. The Agreement may be terminated at any time with a 30-day notice to either party.

**MOTION:**

Move to approve/disapprove the Seventh Amendment to the Professional Services Agreement with Ben Few & Company, Inc.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Seventh Amendment  
Original Agreement



**SEVENTH AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

This Seventh Amendment to the Professional Services Agreement (“Seventh Amendment”) is made as of \_\_\_\_\_ 2022, between the City of Lake Worth Beach a Florida a municipal corporation (“City”), and Ben Few & Company, Inc, a corporation authorized to do business in the State of Florida (“Consultant”).

**RECITALS**

**WHEREAS**, the City has utilized Consultant’s risk management services since 2011, when Consultant was selected through a competitive selection process; and

**WHEREAS**, the City and Consultant entered into a new Professional Services Agreement for Comprehensive Risk Management Services (the "Agreement") on September 30, 2015, which expanded the services provided by Consultant, and that Agreement was extended by First Amendment from September 30, 2016 to September 30, 2017, by Second Amendment from September 30, 2017 to September 30, 2018, by Third Amendment from September 30, 2018 to September 30, 2019, by Fourth Amendment from September 30, 2019 to September 30, 2020, and by Fifth Amendment from September 30, 2020 to September 30, 2021 and by Sixth Amendment from October 27, 2021 to September 30, 2022 (“Amendments”); and

**WHEREAS**, the City and Consultant desire to amend the Agreement to extend the term to September 30, 2023; and

**WHEREAS**, the remainder of the Agreement and relevant Amendments, including the current compensation of \$48,000 per year, will remain in full force and effect.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which herby acknowledged by the parties, The City and Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals incorporated into this Seventh Amendment as true and correct statements.

**SECTION 2: AMENDMENTS TO AGREEMENT AND SEVENTH AMENDMENT.**

- a. The Term of the Agreement which was extended by the Amendments is further extended by this Seventh Amendment to September 30, 2023, unless earlier terminated as set forth in the Agreement.
- b. The total compensation to be paid to Consultant shall not exceed forty-eight thousand dollars (\$48,000) for the additional year of service, said payment to be made at a rate of \$4,000 per month.
- c. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, the Consultant shall:

- i. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- ii. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- iii. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- iv. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- v. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- vi. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

d. **Scrutinized Companies.**

- i. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- ii. If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- iii. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

- iv. The Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- v. The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.
- vi. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**SECTION 3. ENTIRETY OF AGREEMENT.** The City and the Consultant agree that the Amendment and this Seventh Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement, the Amendments, or this Seventh Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 4. EFFECTIVENESS.** Except for the provisions of the Agreement specifically modified by the Amendments and this Seventh Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**REMAINDER OF THIS PAGE LEFT BLANK  
SIGNATURE PAGE FOLLOWS**



IN WITNESS WHEREOF the parties hereto have made and executed this Agreement to the Seventh Agreement on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Melissa Coyne, City Clerk

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

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

Consultant: **Ben Few & Company, Inc.**

By: \_\_\_\_\_  
Print Name: Ben Few III  
Title: Chairman

[Corporate Seal]

STATE OF Florida )  
COUNTY OF Lee )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 12 day of August 2022, by Benjamin C. Few, III, as the Chairman [title] of \_\_\_\_\_ [vendor's name], a Ben Few - Company, Inc [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Elizabeth F. Martin  
Notary Public Signature

Notary Seal:



**PROFESSIONAL SERVICES AGREEMENT**  
**(Comprehensive Risk Management Services)**

THIS AGREEMENT ("Agreement") is entered on 30 day of Sept., 2015, by and between the City of Lake Worth, a Florida municipal corporation ("City") and Ben Few & Company, Inc., a Florida corporation ("Consultant").

**RECITALS**

**WHEREAS**, since February 3, 2011, pursuant to a competitive selection process, the City has been utilizing the Consultant for Risk Management advisory services including, but not limited to, analyzing claims, identifying risk, reviewing insurance policies, assisting in closing reserve accounts and advising on risk-related issues; and

**WHEREAS**, the City's Agreement with the Consultant is set to expire in February 2016; and

**WHEREAS**, the City is in need of additional risk management consultant services including, without limitation, acting as the City's liaison with the City's third party administrators for claims, developing claims and insurance budget for each fiscal year and providing claims analysis for City staff; and

**WHEREAS**, the Consultant has submitted a proposed scope of services to address the City's current and additional risk management needs; and

**WHEREAS**, the City desires to engage the Consultant as its primary risk management consultant; and

**WHEREAS**, pursuant to section 2-112(c)(6) of the City's procurement code, the City is authorized to directly contract with Consultant for the provision of professional services; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: CONSULTANT'S SERVICES.** The Consultant shall provide those risk management services as set forth in Exhibit "A" attached hereto and incorporated herein. The parties existing Professional Services Agreement, entered on February 3, 2011 and expiring February 2, 2016 is hereby terminated.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**SECTION 4: TERM, TIME, LIQUIDATED DAMAGES AND TERMINATION.**

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for one (1) year unless earlier terminated as stated herein. The term may be extended by written agreement of the parties.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

e. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

f. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

g. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

h. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

#### **SECTION 5: COMPENSATION.**

a. Payments. The City agrees to compensate the Consultant in accordance with the fee schedule set forth in **Exhibit "A"**; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed sixty thousand dollars (\$60,000.00) for the initial one year term.** The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

**SECTION 6: INDEMNIFICATION.** The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its

officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

**SECTION 7: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties’ performance of this Agreement.

**SECTION 8: PERSONNEL.** The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

**SECTION 9: SUB-CONSULTANTS.** The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant’s insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

**SECTION 10: FEDERAL AND STATE TAX.** The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City’s Tax Exemption Number.

**SECTION 11: INSURANCE.** Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	\$1, 000,000 per occurrence

Independent Consultant, personal injury)	\$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**SECTION 12: SUCCESSORS AND ASSIGNS.** The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

**SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 14: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 15: ACCESS AND AUDITS.** The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

**SECTION 16: NONDISCRIMINATION.** The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**SECTION 17: AUTHORITY TO PRACTICE.** The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

**SECTION 18: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 19: PUBLIC ENTITY CRIMES.** Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 20: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth  
Attn: City Manager  
7 N. Dixie Highway  
Lake Worth, FL 33460

and if sent to the Consultant, shall be sent to:

Ben Few & Company, Inc.  
4560 Via Royale, Suite 3  
Fort Myers, FL 33919

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 21: ENTIRETY OF AGREEMENT.** The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 22: WAIVER.** Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

**SECTION 23: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

**SECTION 24: MATERIALITY.** All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

**SECTION 25: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS.** Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**SECTION 27: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 28: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 29: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

**SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement consists of this Agreement and Exhibit “A”. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit “A”, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**SECTION 31: OWNERSHIP OF DELIVERABLES.** The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit “A” to the City shall become the property of the City upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

**SECTION 32: REPRESENTATIONS and BINDING AUTHORITY.** By signing this Agreement, Michael E. Burton hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 33: PUBLIC RECORDS.** The Consultant shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

a. Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

b. Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

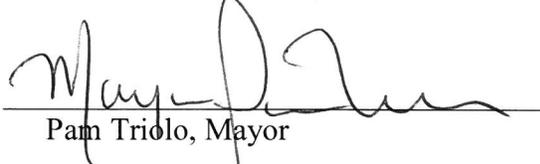
d. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION.** Each party (the “Receiving Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential Information”) obtained from the other party (the

“Disclosing Party”); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party’s Confidential Information, (iv) that is already in the Receiving Party’s possession at the time of disclosure, or (v) that is required to be released by law.

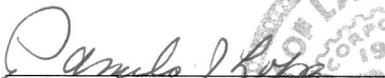
IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Comprehensive Risk Management Services) as of the day and year set forth above.

**CITY OF LAKE WORTH, FLORIDA**

By:   
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

  
Pamela J. Lopez, City Clerk



  
Glen J. Torcivia, City Attorney

**BEN FEW & COMPANY, INC.**

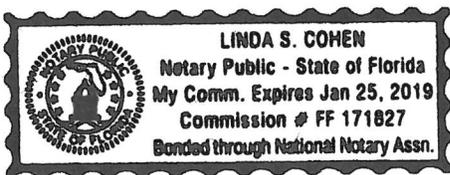
By:   
Ben Few, III CEO

[Corporate Seal]

STATE OF FLORIDA)  
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 22nd day of Sept, 2015, by Ben Few, III, as CEO of Ben Few & Company, Inc., a Florida corporation, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

  
Notary Public



## EXHIBIT "A"

### **CONSULTANT's Scope of Services**

For your reference, the following scope represents the services offered in a full-time consulting capacity and offers a glimpse into our working relationship with clients. Your program will consist of, but not be limited to the following services:

1. Be available on a daily basis to assist the Client's staff with general questions, process development, and contract reviews.

Ben Few III and Ben Few IV are available on a daily basis to all accounts they handle. They can be reached either by phone or email 24/7, and can be on the Client's premises in three hours, if need be. Process development and contract review are part of our standard service package delivered to clients to stay consistent with the risk transfer methods chosen.

2. Organize a systematic collection of data that is required for renewals and policy maintenance. This is done in a manner to minimize time demands on staff.

All client data is initially collected by our firm and electronically stored in our secured system in order to build a baseline for necessary future information. This information is kept on file in our office, so that minimal requests for information are made to the Client's staff. We offer our 'total policy management system' so that staff does not have to be involved at all, should they so desire. Once we have stored the information in our system, only that information that is subject to change may necessitate a request for an update from Client's staff (i.e. annual revenue basis, payrolls, etc.) We would anticipate regular communication with the Client's staff in general, so there would be constant dialogue with regard to any changes being made.

3. Complete all policy applications (except signatures) and present to the Client's staff for review and signature.

This is done for all clients, and is part of our total policy/data management system. Once the information is in our system, only minor adjustments need to be made, thus requiring less man hours from the Client's staff.

4. Act as a liaison between the Client's staff, brokers and other service providers to review policies for accuracy and follow up with brokers to resolve issues.

Ben Few & Company, Inc. acts the main point of contact between all risk management service providers and all of our clients. In this way, we are able to streamline any requests for information that may become necessary, again relieving pressure on the Client's for man hours.

5. Direct bidding and placement of all coverage and services associated with the Self Insurance Program.

Ben Few & Company, Inc. not only handles this particular service for our self-insured governmental/municipal clients, but for all of our private clients as well. Normally, it is our standard practice to engage the marketplace on behalf of clients every three years, but ultimately it is the client's decision on the frequency with which we go to bid. We prepare the specifications, issue the RFP, manage inquiries, receive proposals, evaluate proposals and present them to the Client's staff with an analysis and recommendation for approval. The entire process is facilitated by our office, so that client staff is free for other priorities.

Ben Few & Company, Inc. is well known and respected in the Florida market place as an independent, unbiased and well versed Risk Management Consulting firm and will be able to fairly bring all possible

markets into the RFP process. We have specific and extensive experience working with the major municipal insurance markets (PGIT, FMIT, Gallagher, etc.).

6. Provide a copy of all exposure data, loss information and applications that are submitted for marketing.

As part of our client filing system, all data—whether exposure, loss, financial or otherwise—is safely stored in our secured system, and electronically available to our clients at any time.

7. Follow-up on all policy maintenance requirements, such as workers compensation audits and builders risk reports.

Again, our firm maintains all policies for our clients, as part of our total policy management system, so this part of the scope of services is simply an extension of that. We prepare audit projections for all of our clients, both municipal and private, so that they know what to expect well before the audit takes place. We also like to be on premises when audits take place to ensure they are done accurately, as many times, questions from auditors can result in unnecessary reclassification of certain exposures.

8. Manage Certificate of Insurance issuances to assure they are in compliance with Client's coverage and internal procedures (Brokers will issue certificates, but the certificate terms should be monitored by the consultant).

This has become a necessary process with the newer Acord forms causing quite a bit of confusion between insureds and certificate holders of all sorts. Ben Few & Company, Inc. monitors all certificate specifics, both required of our clients and required by them to make sure all risk transfer methods are consistent.

9. Present a preliminary risk management budget to the Client each year.

This is done with all clients. We will prepare projected budgets based on perceived market conditions, along with expected loss results.

10. Present a final risk management budget to the Client each year.

The preliminary budget will be amended to reflect the actual costs of the new program.

11. Assist with developing needs for insurances not directly related to the self-insured program.

We help our clients develop all types of unique loss transfer methods, from the traditional purchase of insurance to self-insurance programs and reserving for losses not necessarily thought to be insurable.

12. Identify risk exposures and update exposure data to determine insurance policies' need for amendment.

This function goes hand-in-hand with our policy management system. Since we meet (and communicate) with clients on a regular basis, we are able to stay on top of any new or different exposures they may be facing due to change in business landscape, re-structuring, new endeavors, etc. We are able to advise all our clients on best practices for identifying new exposures as they are created, in ways that fit seamlessly into the clients' daily routines, so nothing is overlooked. The policy management system helps to support this as the information is accessible at any time, making it easy to manipulate at a moment's notice.

13. Provide loss fund recommendation reports to the Client each year, based on the corresponding actuarial reports.

Again, this a function provided to our current self-insured clients, and we anticipate providing the service for the City of Lake Worth.

14. Obtain & review all binders prior to submission to the Client.

Follow-up for receipt of and review all issued policies to assure they are complete and in compliance with quotes. Confirm accuracy, resolve any deficiencies in writing with the broker/carrier and provide the Client with documentation of the outcome.

This part of Ben Few & Company, Inc.'s total policy management system is to review binders upon receipt, and subsequently, policies for accuracy. This is included in our standard service package.

15. Review all policies prior to delivering to the Client, providing comments to show endorsements' impact within the policy wording. Also, PDF copies of all policies should be prepared for the Client and provided on DVD/CD.

As mentioned in point 14, policies are reviewed for accuracy, but a risk analysis of the various endorsement implications can be provided to the Client. Generally, we like to specify which endorsements/exclusions our clients want or do not want before we go to bid for certain coverages, so that our clients know what to expect throughout the process.

16. Assist with the development of documents as needed for any insurance related competitive process, i.e. Request for Proposals, Request for Information, Request for Qualifications, etc.

As mentioned in point 5, this is contemplated under our standard service package. Should the risk manager not want us to completely handle the competitive process in question, we are happy to help in any capacity.

17. Advise the Client of new options or funding techniques in insured and self-insured areas as well as any major new or pending legislation in any field which would affect Client's total benefit programs.

Ben Few & Company, Inc. strives to stay abreast of the latest trends and developments in the insurance industry as a whole and is dedicated to providing this information to its clients. Through membership in various professional organizations (SRMC, RIMS, PRIMA, FAIA), subscriptions to industry publications, and extensive continuing education, we are able to keep clients apprised of the latest developments in risk transfer methods, whether through self-insurance or fully-transferred products and the accompanying legislative mandates.

18. Acting on behalf of the Client, if authorized to do so by the Client in any claims.

Our firm is able to offer claim support if requested to do so by the Client. We currently provide claim support to many of our clients, both public and private.

19. Assist as committee review member or assist in the evaluation of responses to Request for Proposals, Request for Information, Request for Qualifications or as needed for any insurance related competitive process, i.e. brokers and TPA services.

As mentioned in the response to point 5, this is a standard service we provide to all of our clients. Should the Client wish, we can either handle these processes in a completely independent fashion or as part of a committee.

20. Attend Client Board meetings as needed.

In addition to meetings, Ben Few & Company, Inc. is available—and prefers—to meet face-to-face with our assigned point of contact on a regular basis, whether it be quarterly, monthly, etc.

21. Analyze claims against the Client on a periodic basis to determine trend of losses, and to project the effect of such trends upon the insured and self-insured programs. Analyze claims and loss experience to determine trend of losses and to project the effect of such trends upon the level of fund balance in the self insurance fund and to recommend appropriate levels of fund balance to maintain.

This is an integral part of the risk management process. In the response to point 13, it is mentioned that we provide loss fund recommendations to the Client—claims data plays a significant role in figuring various risk retention levels and loss funding techniques. We provide loss control and subsequent loss data analysis to most, if not all, of our clients to keep track of any developing trends. While it is our goal to eliminate any trend before it has the chance to begin, we are able to identify problematic areas and implement safety programs or other loss control measures to act as preventative maintenance through our program.

22. Continuously monitor the Client's program in order to recommend structure changes in the program, procedures or administration.

As with our monitoring the industry as a whole, we monitor our clients' programs to make sure they are as efficient and effective as possible. The biggest part of the fundamental risk management process is to make sure that the program that has been implemented is gauged for success along the way and adjusted if necessary for maximum impact.

23. Assist the Client in closing reserve accounts under prior Client insurance programs with insurance carriers.

This process is handled regardless of any anticipation of insurance-related competitive bid processes.

24. Assist with education, as needed, with City staff.

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** Public Works

**TITLE:**

Resolution No. 61-2022 – establishing the City’s desire to be designated as a Vision Zero Community

**SUMMARY:**

This Resolution establishes the City’s desire to be designated as a Vision Zero Community.

**BACKGROUND AND JUSTIFICATION:**

Vision Zero is about safe mobility for all within the community, elimination of traffic related fatalities and serious injuries, and a desire to design and implement projects with this goal in mind. Given where the state of Florida ranks in the nation when it comes to roadway fatalities and serious injuries, south Florida in particular, Vision Zero is an important multidisciplinary concept meant to address these unacceptable statistics.

The resolution being brought forward in this agenda item will establish the City’s support for eliminating all traffic related tragedies and its commitment to becoming a Vision Zero community.

**MOTION:**

Move to approve/disapprove Resolution No. 61-2022 establishing the City’s goal of becoming a Vision Zero City.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution No. 61-2022

RESOLUTION NO. 61-2022 – A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, FLORIDA TO ESTABLISH THE CITY’S DESIRE TO BE DESIGNATED AS A “VISION ZERO CITY”, ESTABLISHES A FUTURE GOAL OF NO SEVERE TRAFFIC INJURIES OR FATALITIES; SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION’S ESTABLISHED SAFETY TARGETS; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the State of Florida is the most dangerous state for people walking, consistent ranking number 1 on the Pedestrian Danger Index by Smart Growth America, with the Miami-Fort Lauderdale-West Palm Beach urbanized area consistently ranking as one of the worst metropolitan areas in the country; and

**WHEREAS**, 176 people in Palm Beach County and 3,189 people statewide die annually on roadways;

**WHEREAS**, the City Commission of the City of Lake Worth Beach recognizes that these statistics are not acceptable for residents, business owners, commuters, visitors, or others who live, work, or play in the City of Lake Worth Beach; and

**WHEREAS**, Vision Zero starts with the ethical belief that everyone has the right to move safely in their communities, and that system designers and policy makers share the responsibility to ensure safe systems for travel; and

**WHEREAS**, death and serious injuries are not acceptable for citizens, commuters, guests, or others who live, work, or play in Lake Worth Beach; and

**WHEREAS**, key elements of the Vision Zero system include: reframing traffic fatalities as preventable; focusing on system failure; reducing the impact of collisions; adopting a safe system approach for vehicles, bicycles and pedestrians; data-driven decision making; and viewing road safety as a social equity issue; and

**WHEREAS**, Vision Zero takes a “Safe System” approach to road safety – a holistic view that requires people to think about the road system in its entirety, from design guidelines, infrastructure projects, public participation, policy, and vehicle regulations all influence injuries and deaths; and

**WHEREAS**, a roadway system with frequent crashes causes both travel delay and drains fiscal resources of the City, creating a threat to the success of the residential population and employment base, quality of life, and the reputation of the City to be a desirable destination for future generations; and

**WHEREAS**, future implementation of the Vision Zero methodologies will also encourage collaboration with other agencies, including Palm Beach County, the Florida Department of Transportation, the Florida Department of Highway Safety and Motor Vehicles, and the School District of Palm Beach County, along with many others to support programs and initiatives that promote safer roads; and

**WHEREAS**, the City of Lake Worth Beach desires to use the proven methodologies of Vision Zero to keep our residents and those that travel through our City safe.

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

Section 1: The City Commission hereby establishes the elimination of traffic fatality and the reduction of serious injuries due to traffic accidents as a goal of the City of Lake Worth Beach.

Section 2: The City Commission hereby adopts Vision Zero as the policy for road and traffic safety in the City of Lake Worth Beach and directs near and long- term traffic planning to be based on Vision Zero principles.

Section 3: Upon execution of the resolution, one copy shall be forwarded to the Public Works Director as well as the Palm Beach County Transportation Planning Agency. The fully executed original shall be maintained by the City Clerk as public record of the City.

Section 4: This resolution shall become effective immediately upon its adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the 6<sup>th</sup> day of September, 2022.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** Leisure Services

**TITLE:**

Resolution No. 64-2022 – submission of an application to the Florida Department of State, Division of Cultural Affairs, General Program Support grant program for funding assistance with the 2023 Street Painting Festival

**SUMMARY:**

The resolution approves the submission of an application to the Florida Department of State, Division of Cultural Affairs, General Program Support grant program for funding assistance with the 2023 Street Painting Festival. The festival transforms the streets of downtown Lake Worth Beach into a temporary outdoor museum and artistic oasis of creativity and imagination for one weekend in February.

**BACKGROUND AND JUSTIFICATION:**

Resolution No. 64-2022 approves the submission of an application for funding in the amount of \$45,000 under the Florida Department of State, Division of Cultural Affairs General Program Support grant program. The General Program Support grant program provides funding for eligible organizations in the State that have cultural program activities in any of the art and cultural disciplines.

The City intends to apply for this funding under the Discipline-Based program that support for conducting, creating, producing, staging or presenting cultural exhibits, performances, educational programs, or events. The City of Lake Worth Beach has hosted the Lake Worth Street Painting Festival for twenty-seven years. During one weekend in February over 600 artists converge on the City and use the sidewalks as a canvas for their artwork, transforming the City into a temporary outdoor museum and artistic oasis of creativity and imagination that attracts more than 100,000 visitors. In addition, there are musical acts on stage along the roadway and food trucks lining the perimeter.

The grant funds will be used in support of enhancing the festival. This will be accomplished by recruiting famous artists with compensation for attendance, to improve mainstream marketing to include more local media, to offer incentives for recruiting recognized musicians, to encourage local students and art clubs to participate, and to provide an online application platform for artists, sponsors, vendors and volunteers. No local matching funds are required for the grant funding.

**MOTION:**

Move to approve/disapprove Resolution No. 64-2022 – submission of an application to the Florida Department of State, Division of Cultural Affairs, General Program Support grant program for funding assistance with the 2023 Street Painting Festival.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

Resolution 64-2022

Grant Application

RESOLUTION NO. 64-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CULTURAL AFFAIRS, GENERAL PROGRAM SUPPORT GRANT PROGRAM FOR FISCAL YEAR 2023-2034 GRANT FUNDING IN THE AMOUNT OF \$45,000 TO SUPPORT THE 2023 STREET PAINTING FESTIVAL; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Florida Department of State, Division of Cultural Affairs has announced the Fiscal Year 2023-2024 General Program Support Grant Program (“Program”) for the purpose of supporting arts and cultural programming within the State of Florida; and

WHEREAS, these funds are made available for applications for various arts and cultural disciplines that include music, dance, theatre, creative writing, literature, architecture, painting, programs of museums and other major forms of art; and

WHEREAS, the City of Lake Worth Beach (“City”) is eligible to apply for funding assistance under the Program; and

WHEREAS, the City of Lake Worth Beach (“City”) desires to apply for \$45,000 in grant funding to provide financial support for the 2023 Lake Worth Street Painting Festival; and

WHEREAS, the City will not be required to provide a local cost share for these Program grant funds, if awarded; and

WHEREAS, this will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the submission of an application to the Florida Department of State, Division of Cultural Affairs for grant funds made available through the Fiscal Year 2023-2024 general Program Support Grant Program in the amount of \$45,000 for providing financial support for the 2023 Lake Worth Street Painting Festival.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the City Manager, or her designee, to execute any programmatic documents related to the submission of the application.

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

SECTION 4: This resolution shall become effective upon adoption.

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

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

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

LAKE WORTH BEACH CITY COMMISSION

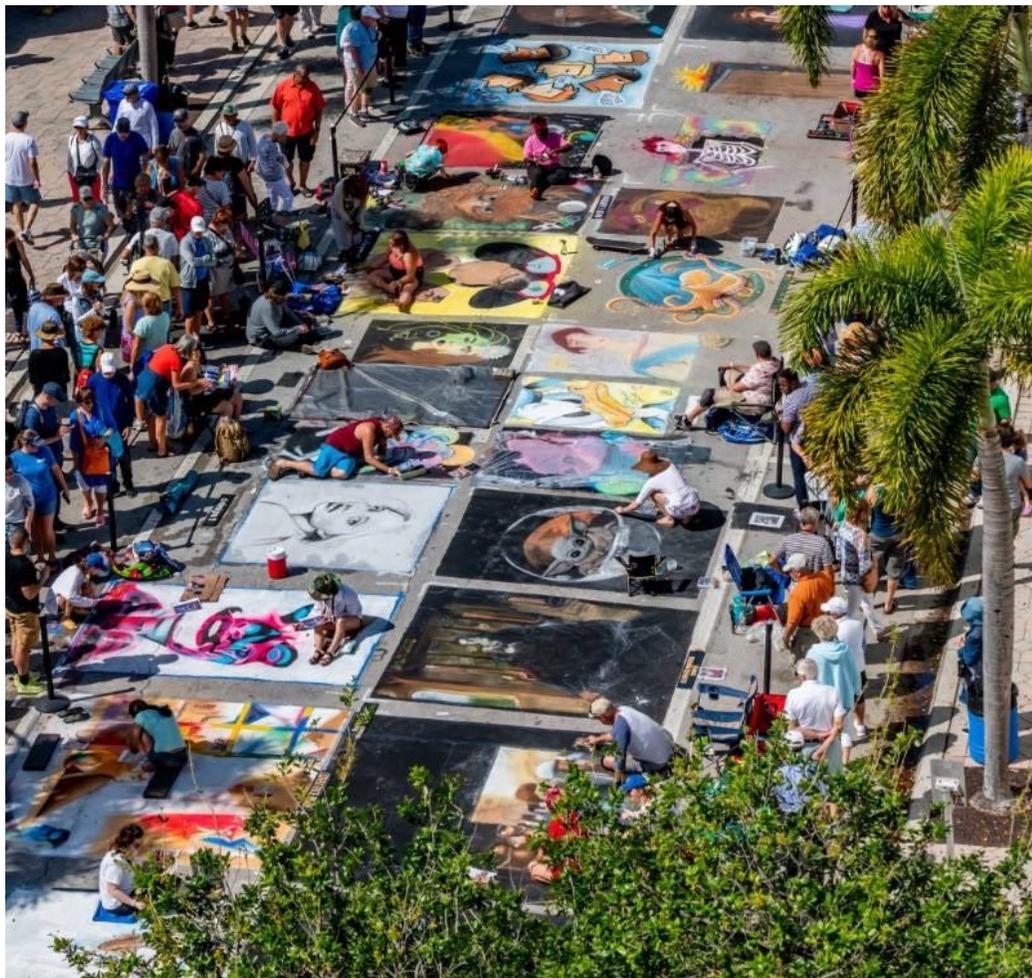
By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

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

LAKE WORTH BEACH  
**STREET  
PAINTING  
FESTIVAL**

# Lake Worth Beach Street Painting Festival



**Division of Arts & Culture  
General Program Support**



# Application & Attachments

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General Program Support Grant Application  
Substitute W-9 Form  
Programming Information  
Event Photos  
Community Support Letters

# City of Lake Worth Beach

**Project Title:** Lake Worth Street Painting Festival

**Grant Number:** 24.c.ps.180.270

**Date Submitted:** Tuesday, May 31, 2022

**Request Amount:** \$45,000.00

## A. Cover Page Page 1 of 12

### Guidelines

Please read the current Guidelines prior to starting the application: 2023-2024 General Program Support Grant Guidelines

### Application Type

**Proposal Type:** Discipline-Based

**Funding Category:** Level 3

**Discipline:** Sponsor/Presenter

**Proposal Title:** Lake Worth Street Painting Festival

## B. Contacts (Applicant Information) Page 2 of 12

### Applicant Information

- a. **Organization Name:** City of Lake Worth Beach
- b. **DBA:**
- c. **FEID:** 59-6000358
- d. **Phone number:** 561.586.1687
- e. **Principal Address:** 1900 2nd Ave North Lake Worth , 33461
- f. **Mailing Address:** 1900 2nd Ave North Lake Worth , 33461
- g. **Website:** lakeworth.org
- h. **Organization Type:** Municipal Government
- i. **Organization Category:** Other
- j. **County:** Palm Beach
- k. **UEI:** GKQ1QGJPEVC7
- l. **Fiscal Year End Date:** 09/30

### 1. Grant Contact \* First Name

Lauren

#### Last Name

Bennett

**Phone** 561.586.7421

**Email** lbennett@lakeworthbeachfl.gov

### 2. Additional Contact \* First Name

Lauren

#### Last Name

Bennett

**Phone** 561.586.7421

**Email** lbennett@lakeworthbeachfl.gov

### 3. Authorized Official \* First Name

Carmen

#### Last Name

Davis

**Phone** 561.586.1600

**Email** CDavis@lakeworthbeachfl.gov

**4. National Endowment for the Arts Descriptors**

**4.1 Applicant Status**

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Government - Municipal

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**4.2 Institution Type**

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Government - Executive

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**4.3 Applicant Discipline**

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Multidisciplinary

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## C. Eligibility Page 3 of 12

### 1. What is the legal status of your organization?

- Florida Public Entity
- Florida Nonprofit, Tax-Exempt

### 2. Are all grant activities accessible to all members of the public regardless of sex, race, color, national origin, religion, disability, age or marital status?

- Yes (required for eligibility)
- No

### 3. Project start date: 7/1/2023 - Project End Date: 6/30/2024 \*

- Yes (required for eligibility)
- No

### 4. How many years of completed programming does your organization have?

- Less than 1 year (not eligible)
- 1-2 years (required for eligibility for GPS and SCP)
- 3 or more years (required minimum to request more than \$50,000 in GPS)

## D. Quality of Offerings Page 4 of 12

### 1. Applicant Mission Statement - (500 characters) \*

We are LAKE WORTH BEACH. A hometown City that is committed to delivering the highest level of customer service through a commitment to integrity, hard work and a friendly attitude. We strive to exceed the expectations of our citizens, our businesses, our elected officials and our fellow employees.

### 2. Programming Description - (2000 characters)

Briefly describe the project or program for which you are requesting funding. If you are an LAA or SSO, please include a statement that describes the services provided to your audience (including membership) and how those services are provided.

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The City of Lake Worth Beach has hosted the Lake Worth Street Painting Festival for 27 years. The Festival is a tradition that is beloved by the local community and has a legion of devoted followers. During

one weekend in February, the City shuts down the streets of downtown Lake Worth Beach to transform into a temporary outdoor museum and artistic oasis of creativity and imagination. Over 600 artists converge on the City and use the sidewalks as a canvas for their artwork. More than 100,000 visitors come from Palm Beach County and around the world to attend the event. Musical acts play on stages set up along the roadway and food trucks line the perimeter, but it is the sidewalk below your feet that takes center stage. Artists range from the famous to the infamous, to local school art clubs working collaboratively to make their vision a reality. Artists are categorized from the level of art provided at application. Artists are assigned their own designated space and use chalk and paints provided by the City to create a masterpiece. Walking down the promenade one can see anything from fine art reproductions and portraits of movie stars and politicians to grand landscapes, local water scenes, and art deco designs.

It is a unique art festival in that no one can purchase the artwork. Unlike other street painting festivals around the country, Lake Worth Beach's does not have a competition element. Artists are there purely to entertain their audiences without the pressure of trying to win a prize. The Festival is free for any artist who wants to participate. The artwork stays on the sidewalks until the first heavy rain of the season washes it away. It is a museum on the roadway, meant for guests to appreciate the artwork and enjoy the community.

The City of Lake Worth Beach is requesting funding from the Florida Department of State Division of Arts and Culture to support funding the Lake Worth Beach Street Painting Festival.

### **2.1 Programming Goals (2000 characters)**

Please list at least three goals associated with the project or program for which you are requesting funding.

Goals: Broad statements that are usually general, abstract, issue oriented with realistic priorities. Goals are a long-term end to which programs and activities are developed and should reflect the organization's mission statement. Goals can be listed in priority order and ranked.

Sample goal: To provide residents and visitors with increased opportunities to view local art and meet local artists.

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Goal #1: Grow the Featured Artists Section

Goal #2: Increase Mainstream Media to Advertise and Market locally and Globally to Increase Attendance

Goal #3: Schedule more recognized musicians and artists for the stages

Goal #4: Increase The Number of Local Students Participating in the Festival

Goal #5: Move away from Paper to an All-Digital Process for Artist Application, Sponsorship, and Vendor Application

### **2.2 Programming Objectives (2000 characters)**

Please list the three corresponding objectives for the goals listed above.

Objectives: Specific, measurable ends that are achievable within a time frame and mark progress towards achieving goals.

Sample Objective: At least 300 residents and visitors will view local art and be invited to a "meet the artist reception"

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Goal #1 Objective: Increase funding to recruit famous artists through compensation for attendance.

Goal #1 Objective: Increase the area for featured artists to appear.

Goal #2 Objective: Improve mainstream marketing to include more local TV, newspaper, and radio stations.

Goal #3 Objective: Increase funding to recruit famous musicians through compensation for attendance.

Goal #3 Objective: Schedule more diverse bands to participate in the event.

Goal #4 Objective: Engage local students and art clubs to participate in the festival.

Goal #5 Objective: Provide an online platform for artists, sponsors, vendors, and volunteers to apply online.

### **2.3 Programming Activities (2000 characters)**

Please list the project or program activities.

Activities: These are the specific activities that achieve the objectives.

Sample Activities: Work with local arts and tourism organizations to promote art shows. Communicate with local art teachers to encourage students to attend shows. Schedule artist commentaries and news articles to promote the shows.

---

Goal #1 Activity: Actively recruit nationally renowned, Featured Artists to participate by offering to cover transportation, lodging, and expenses.

Goal #1 Activity: Pursue local nonprofit, state, and federal grant opportunities to increase funding for compensation to visiting Featured Artists.

Goal #1 Activity: Pursue local corporate organizations for sponsorships to increase funding for compensation for visiting Featured Artists

Goal #2 Activity: Offer sponsorships to local TV, radio, and newspapers in return for marketing and advertisements for the festival.

Goal #2 Activity: Market the Festival in different languages to foster a diverse community of support.

Goal #2 Activity: Through more focused social media campaigns, market the festival to increase attendance both locally, nationally, and internationally.

Goal #3 Activity: Actively recruit nationally renowned musicians to participate by providing appropriate compensation for performances.

Goal #4 Activity: Partner with local high school and art clubs to actively recruit students to participate in the festival.

Goal #4 Activity: Reserve 100 of the 250 canvas spots for youth participation.

Goal #5 Activity: Work with the internal tech support of the City and IT organizations to create an online software platform that will be used for all applications to the Festival.

### **2.4 Partnerships & Collaborations (2000 characters)**

Describe any partnerships and/or collaborations with organizations directly related to General Programming (GPS) or the Specific Cultural Project (SCP). Discuss the responsibilities and benefits of the relationship and whether any formal agreements are in place.

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The City works with many local Lake Worth Beach Businesses, food trucks, musicians, shuttle buses, photographers, entertainers, and all modes of internal city departments for event support. The

Department of Public Works assists with closing down both Lake and Lucerne Avenues in the Downtown area for the event.

The Festival partners with the Neighborhood Association President’s Council (NAPC.) The city of Lake Worth Beach downtown is divided into 13 local boroughs which all belong to the NACP. The organization is meant to be three-fold: a charitable organization to promote local events, information distribution about local events and information to its neighborhoods, and a conduit for community feedback to the local City Commission.

The Street Painting Festival partners with the Compass Community Center. Compass is focused on the Gay and Lesbian community in Palm Beach County. The Compass Center is a Sponsor of the Festival and also has an artist participate.

The City partners with Arts4All Florida – Palm Beach County. The mission of Arts4All Florida – Palm Beach County is to create a society where people with disabilities can learn through, participate in, and enjoy the arts.

The City provides a detailed Sponsorship Deck for interested businesses to inform them of levels of support and value for each level of sponsorship. It has had successful partnerships with local businesses to provide sponsorships and in-kind support. Some of the organizations providing sponsorships include Wild95.5, Mia94.3, Gater 98.7fm, 92.1FM Real Radio of the Palm Beach, WPTV, Lake Wroth Beach Electric Utilities, South Florida Podiatry, Flagler Bank, Rosenthal, Levy, Simon & Sosa, The Palm Beach Post, Lake Worth Beach Tee Shirt Company, Rudy’s Pub, Ocean Hair, and many more.

The media radio stations, newspapers, and local television stations all provide their advertising and marketing services in-kind for sponsorship of the Festival.

# E. Impact - Reach Page 5 of 12

For questions 1-6, do not count individuals reached through TV, radio, cable broadcast, the Internet, or other media. Include actual audience numbers based on paid/free admissions or seats filled. Avoid inflated numbers, and do not double-count repeat attendees.

**1. What is the estimated number of events related to this proposal?**

---

1

**2. What is the estimated number of opportunities for public participation for the events?**

---

1

**3. How many Adults will participate in the proposed events?**

---

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95,000

**4. How many K-12 students will participate in the proposed events through their school?**

---

1,000

**5. How many individuals under the age of 18 will participate in the proposed events outside of their school?**

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4,000

**6. How many artists will be directly involved?**

Enter the estimated number of professional artists that will be directly involved in providing artistic services specifically identified with the proposal. Include living artists whose work is represented in an exhibition regardless of whether the work was provided by the artist or by an institution. This figure should reflect a portion of the total individuals benefiting. If no artists were directly involved in providing artistic services enter 0.

**6.1 Number of artists directly involved?**

600

**6.2 Number of Florida artists directly involved?**

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500

**Total number of individuals who will be engaged?**

100600

**7. How many individuals will benefit through media?**

---

10,000

**8. Proposed Beneficiaries of Project**

Select all groups of people that your project intends to serve directly. For each group, you can select more than one answer if applicable. If your project/program served the general public without a specific focus on reaching distinct populations, then select the "No Specific Group" options.

**8.1 Race Ethnicity: (Choose all that apply) \***  Asian

- Black or African American
- Hispanic or Latino
- White

**8.2 Age Ranges (Choose all that apply): \***  Children/Youth (0-17 years)

- Young Adults (18-24 years)
- Adults (25-64 years)
- Older Adults (65+ years)

**8.3 Underserved/Distinct Groups: \***  Individuals with Disabilities

- Individuals below the Poverty Line
- Individuals with Limited English Proficiency
- Military Veterans/Active Duty Personnel
- Youth at Risk

**9. Describe the demographics of your service area. (2000 characters)**

Demographics are distinct characteristics of a population. Examples include but are not limited to: age, race, ethnicity, religion, gender, income, family status, education, veteran, disability status, and employment.

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Lake Worth Beach is a city in central Palm Beach County located 64 miles north of Miami. It is one of the most ethnically and racially diverse municipalities in Palm Beach County, home to a strong Hispanic population, African American, and LGBTQ communities. The population increased 20% from the 2010 U.S. Census estimate of 34,910 to the 2020 Census estimate of 42,219 residents who call Lake Worth Beach home. 44.2% report as Hispanic with large Guatemalan and Haitian communities, 33% report as White, 19.2% report as African American, 9.9 % reported as two or more races, and the remaining percentages report as Asian and American Indian. It has a median age of 37 years. The poverty rate for the area is 24.4%. Nearly 39% of the city is foreign-born with the majority being part of the Mayan immigrant community and the Haitian community.

Lake Worth Beach is the home of the Compass Community Center, which is a community center focused on the Gay and Lesbian community in Palm Beach County. Lake Worth Beach is also the home of the Palm Beach Pride festival. This is a two-day festival that celebrates the LGBTQ community, equality, and respect in a family friendly environment. The festival is located in Bryant Park in Downtown Lake Worth Beach. For more than two decades, Palm Beach Pride has served as Palm Beach County's largest gay & lesbian visibility event. The event features a parade, live performances and entertainment for all ages.

**10. Additional impact/participation numbers information (optional) (1500 characters)**

Use this space to provide the panel with additional detail or information about the impact/participation numbers. Describe what makes your organization/programming unique.

---

**11. In what counties will the project/program actually take place?**

Select the counties in which the project/programming will actually occur. For example, if your organization is located in Alachua county and you are planning programming that will take place in Alachua as well as the surrounding counties of Clay and St. Johns, you will list all three counties. Please do not include counties served unless the project or programming will be physically taking place in that county.

Palm Beach

## 12. What counties does your organization serve?

Select the counties in which your organization provides services. For example, if your organization is located in Alachua County and you provide resources and services in Alachua as well as the surrounding counties of Clay and St. Johns, you will list all three counties. This might include groups that visit your facility from other counties.

Palm Beach

## 13. Describe your virtual programming. Only for applicants with virtual programming. (2500 characters)

Briefly describe any virtual programming that you provide to the public. This information should include who is able to access the programming and any payment structure.

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## 14. Proposal Impact (3500 characters)

How is your organization benefitting your community .What is the economic impact of your organization?

*Organizations:* Include education and outreach activities.

*Solo or Individual Artists:* Include any positive social elements and community engagement anticipated from the project.

The economic impact of the Street Painting Festival on the local community cannot be overstated. With over 100,000 people attending the event, the local city has estimated its impact to be over \$3 Million in the Lake Worth Beach area. This is home to many diverse restaurants and businesses which count on the festival each year to aid in their bottom lines.

In 2021, the City of Lake Worth Beach made the difficult but necessary decision to cancel the in-person festival. The festival was instead a virtual event with about two dozen chalk masters sketching at locations around the country in the safety of their own homes. Videos and photographs of 25-30 artists making their own chalk artwork were publicized through many social media campaigns. This was a huge financial hit to the local economy. The event returned to an outdoor festival in 2022 with pre-pandemic numbers of artists and attendees.

Joel Yau, a Featured Artist who attends chalk and art festivals worldwide including all over Europe and the United States, has stated the Lake Worth Beach Street Painting Festival is by far the best run, the best organized, and the most popular of festivals he attends during the year.

## 15. Marketing and Promotion

15.1 How are your marketing and promoting your organizations offerings? \*

Billboards

---

- Brochures
- Email Marketing
- Newsletter
- Newspaper
- Radio
- Organic Social Media
- Paid Social Media
- Television

## 15.2 What steps are you taking in order to build your audience and expand your reach? (3500 characters)

How are you marketing and promoting your organizations offerings?

---

The Lake Worth Beach Street Painting Festival has over 100,000 people who attend each year. In the past, the event was marketed through some mainstream media advertising and mostly social media platforms. The festival was virtual in nature last year due to the Covid-19 pandemic, and the organizers were prepared for a decrease in attendance this year due to the closure of the event in 2021. A decision was made this year to increase the amount of mainstream media marketing for the event, and the City felt this decision really paid off. The City concentrated its efforts for marketing on the two large local newspapers in the Palm Beach and Broward County areas, The Palm Beach Post and The SunSentinel. This included both advertisements and articles of interviews and coverage of the festival in the newspapers. Interviews were also given to the Local TV stations, WPTV, WPB12, and FOX29 stations.

These included interviews with artists, the organizers, and a full program of events for the festival. Interviews and advertisements on local radio stations included WiLD95.5, 92.1FM Real Radio, Gater 98.7FM, and Spanish speaking Miami station Mia94.3. Sponsorships were provided in-kind for coverage of the event.

The Festival has its own website that provided a clock countdown to the event, Artist Applications, Volunteer Signups, the Musical Lineup on the stages for the festival, the Sponsorship packet, and the Sponsors and Partners' logos with their hyperlinks for the event.

Sponsorship levels can be anywhere from \$500 - \$30k with discounts available for nonprofits and government agencies. The Sponsor Levels included:

**Matisse Level:** Sponsors received On-Site Presence – includes a 10x10 tent, table and chairs, the right to donate a booth to an outside non-profit organization with the City's prior approval, recognition at one of the artist's pieces that is created at the show

**Picasso Level:** Sponsors received the Matisse Level benefits plus inclusion in collateral, logo inclusion on event volunteer t-shirts (200+), PA announcements – continuously throughout the event, inclusion in signage, inclusion in social media campaign promoting event 90 days out, logo inclusion on website with hyperlink, and recognition in the thank you campaign

**Van Gogh Level:** Sponsors received the Picasso Level benefits plus official sponsor status of the event

**Rembrandt Level:** Sponsors received Van Gogh Level of benefits plus inclusion in select media

**Michelangelo Level:** Sponsors received Rembrandt Level of benefits plus exclusivity from competitors participating in the event, event component naming opportunities and recognition in the thank you campaign, including recognition at the February City Commission Meeting announcing details of the Festival to the Lake Worth Beach City Commission and Leadership

Da Vinci Level: The highest level of sponsorship, sponsors received Michelangelo Level benefits plus prominent logo inclusion on banners at entrances welcoming guests, prominent logo inclusion in media, prominent logo inclusion in collateral, right to make a brief stage announcement to crowd, prominent logo inclusion in signage, prominent logo inclusion on website with hyperlink, logo inclusion in digitized billboard on i-95 promoting event beginning as soon as the contract is signed, prominent recognition in the thank you campaign, including recognition at the February City Commission meeting announcing details of the Festival to Lake Worth Beach City Commission and leadership, first right of refusal for the next festival.

## F. Impact - Diversity, Equity and Inclusion Page 6 of 12

### **1. Describe how the facilities and proposal activities are accessible to all audiences and any plans that are in place to improve accessibility. In addition to your facility, what specific step are you taking to make your programming accessible to persons of all abilities and welcoming to all members of your community? (3500 characters)**

For example, explain use of accessibility symbols in marketing materials, accessibility of facilities and programming and/or target population. You can find resources on accessibility at [dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility](https://dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility). We encourage all applicants to include images in the support materials showing the use of accessibility symbols in marketing materials.

---

The Lake Worth Beach Street Painting Festival occurs outdoors in downtown Lake Worth Beach on closed streets. There are multiple parking areas with shuttle buses available in addition to on-street parking close to the festival. As it is outdoors, the festival is a safe environment for anyone concerned with Covid-19 pandemic guidance. Physical space can be maintained, sanitizer is provided along the routes, and masks are suggested for those with strong health concerns or who are immunocompromised. The downtown area is a public space, and the streets and sidewalks are all ADA compliant as are signage for assistance and portable restrooms. Identified handicapped parking spaces are made available close to the festival for visitors who may need a geographically close parking spot. Any persons requiring additional assistance can call the City of Lake Worth Beach for aid in attending the Festival.

The Festival partners with Arts4All Florida – Palm Beach County to ensure that any attendee with physical or emotional disabilities feels welcome and can participate. A booth is provided with art supplies to support any attendee with a desire to create artwork too.

### **2. Policies and Procedures**

- Yes
- No

### **3. Staff Person for Accessibility Compliance**

- Yes
- No

**3.1 If yes, what is the name of the staff person responsible for accessibility compliance?**

Loren Slaydon, Director of Human Resources

**4. Section 504 Self Evaluation**

- Yes, the applicant has completed the Section 504 Self Evaluation Workbook from the National Endowment for the Arts.
- Yes, the applicant completed the Abbreviated Accessibility Checklist.
- No, the applicant has not conducted an accessibility self-evaluation of its facilities and programs.

**4.1 If yes, when was the evaluation completed?** 11/1/2021

**5. Does your organization have a diversity/equity/inclusion statement?**

- Yes
- No

**5.1 If yes include here. (500 characters)**

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990, the City of Lake Worth Beach will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, activities, or facilities. In accordance with Title II of the ADA, when viewed in their entirety, City of Lake Worth Beach programs, services, activities, and facilities are readily accessible to and usable by qualified individuals with disabilities.

**6. Accessibility includes other factors besides physical. What efforts has your organization made to provide programming for all? (2000 characters)**

Lake Worth Beach is one of the most ethnically and racially diverse municipalities in Palm Beach County. The Festival encourages all ethnicities, races, and genders to participate and attend. Musical groups are scheduled with the intent to be a diverse mix of music to represent the Caribbean, African American, Hispanic, and LGBTQ communities. Artists of all backgrounds are encouraged to participate in the event. Even the Food trucks were designed to satisfy different cultural food palates by having a variety of diverse and international foods available to all who attend the event.

To encourage the area youth to participate in the festival, 100 artist spaces are set aside for Palm Beach County students. The Festival works in partnership with local schools and art clubs to inspire students to join the Festival. The Festival provides a children's area with chalk, chairs, and tables for families to take a moment to participate.

The City has partnered with the local radio station, Mia94.3, which is a popular Spanish speaking radio station. The advertisement and marketing for the Festival were all in Spanish to provide information and access for the many Spanish speaking residents of Palm Beach County.

**7. Describe the Diversity of your staff, volunteers, and board members. (1000 characters)**

According to the provisions set forth in the City Charter, Lake Worth Beach operates a Commission/Manager form of government. Authority is vested in an elected City Commission, which in

turn, appoints the City Manager. The City Commission consists of five members including the Mayor. The Lake Worth Beach City Commission is made up of three women, one senior, and one minority.

The City of Lake Worth Beach has 340 staff members. Of those, 48% report as White, 27% report as Black or African American, 20% report as Hispanic or Latino, 3% report as Asian, and 2% report as American Indian or Alaska Native.

# G. Track Record Page 7 of 12

## 1. Organization History (2000 characters)

Briefly describe your organization's history including founding dates and significant changes in management, location, mission, etc. Also, include major accomplishments and program growth, adaptation to external factors and significant relationships and partnerships.

---

The history of the City of Lake Worth Beach begins with the "Homestead Act of 1862." The Homestead Act granted adult heads of families 160 acres of surveyed public land for a small fee and five years of residence on that land. The central parcel of Lake Worth, which was originally called "Jewell" was owned by Fannie and Samuel James who were former slaves who filed their homestead claim in 1887 and began farming 160 acres along the waterfront. They soon owned over 700 acres of land in the area. They became part of the Florida speculation rush and began to sell their lots for \$20 each to new homesteaders looking to settle down. In the early 1900s, a developer bought out all the homesteaders in the area to create the current site for the City of Lake Worth. They divided the downtown area into 7,000 house lots and paired those with 5-40 acre farmland plots on the west side of town. For \$250 you could own a downtown house and a farm. Their advertisements for the land sales stated, "enjoy the same climate, scenery and outdoor life for which the millionaire will pay a small fortune at Palm Beach..."

The 1980s brought a construction boom with new ethnic communities relocating to the area looking for work. These included many indigenous Mayan immigrants from Guatemala and a large Haitian population.

During the late 1990s and early 2000s, the City and funding through the Department of Transportation revitalized the downtown area with new construction including sidewalks, landscaping, lights, and pavers. This began a renaissance for the downtown area that brought in new restaurants, art galleries, and small businesses. The City continues to be committed to improving the downtown area through an active CRA that is redeveloping private and public properties for the sake of community and economic growth. Tourism, retail, and construction are the main industries supporting the local economy.

## 2. Fiscal Condition and Sustainability (2000 characters)

Describe the fiscal condition of the organization as it relates to the successful completion of the proposal. Also describe plans to sustain the proposal activities after the grant period.

---

The City of Lake Worth Beach's budget represents a sound financial plan for the fiscal year that continues to provide levels of service expected by its residents. The City Finance Director submits The Comprehensive Annual Report (CAFR) to the Florida Auditor General on a timely basis each year which is posted online for public view.

The City of Lake Worth Beach places major emphasis on improving the quality of life in the municipality. Significant infrastructure investments in the Lake Worth Park of Commerce and the Neighborhood Road Improvement program are just two of the current projects underway in Lake Worth Beach. Additionally, the Water Utilities Department has begun upgrades throughout the city in the replacement of pipes and fire hydrants.

### 3. Program Evaluation (2000 characters)

How will you determine if your Goals and Measurable Objectives are achieved? Who will conduct the evaluation, and who will the evaluation target? What methods will be used to collect participant feedback? (Surveys, evaluation forms, interviews, etc.) When will you collect the information, and how will it be used to inform future programming?

---

The Lake Worth Beach Street Painting Festival occurs on one weekend in February in the downtown area. The Festival hired Touch Poll to survey attendees at the event. Survey cards were distributed during the festival and attendees were interviewed to collect feedback from the community. The Festival website, Facebook page, and Instagram pages also collect community feedback on the Festival. Once the Festival is complete, the Director of the Leisure Services Department and the internal team at the City of Lake Worth Beach review the attendance numbers, artist participation, festival expenses, artist feedback, and community feedback. Feedback is so important to the success of the Festival. It is scrutinized, reviewed, and cataloged. Feedback that justifies more scrutiny and review is then discussed and a decision is made whether to act upon it for the next Festival. The Director reaches out to the Palm Beach Sheriff's Office and Palm Beach County Fire & Rescue to go over the safety plans for the Festival. They review the Festival together to see what worked and did not work and make any changes necessary based on the Sheriff and Fire & Rescue's feedback. An assessment of what worked and what can be improved is essential to this review. All the data is collected, compiled, and presented to the City Commission for review.

#### 3.1 Describe the expected outcomes of the project. How will you determine the success of the project? (2000 characters)

A successful Festival is one that goes on without (major) problems and ensures everyone's safety and good time. Successful goals for the festival would be defined by the following:

Goal #1: Grow the Featured Artists Section

Success would be defined by identifying the artist attendees.

Goal #2: Increase Mainstream media to Advertise and Market locally and globally to increase attendance

Success would be defined by identifying the local marketing organizations that participated compared to the last year. Success is also defined by reviewing the attendance from the previous year and seeing an increase.

Goal #3: Schedule more well-known musicians

Success would be identifying the musical artists and reviewing their performances through community feedback.

Goal #4: Increase the number of local students participating in the festival

Success would be defined by calculating the number of students participating in the Festival, comparing that number to the prior year's, and seeing an increase.

Goal #5: Move away from paper to an all-digital process for artist application, sponsorship, vendor application

Success will be defined by moving to an online software platform for all applications and not using paper applications in the future.

## 5. Operating Budget Summary

<b>Expenses</b>	<b>Previous Fiscal Year</b>	<b>Current Fiscal Year</b>	<b>Next Fiscal Year</b>
1. Personnel: Administrative	\$2,782,567	\$3,187,595	\$3,410,727
2. Personnel: Programmatic			
3. Personnel: Technical/Production			
4. Outside Fees and Services: Programmatic			
5. Outside Fees and Services: Other			
6. Space Rental, Rent or Mortgage			
7. Travel	\$25	\$2,000	\$2,100
8. Marketing			
9. Remaining Operating Expenses	\$3,360,776	\$2,798,567	\$2,874,743
<b>A. Total Cash Expenses</b>	<b>\$6,143,368</b>	<b>\$5,988,162</b>	<b>\$6,287,570</b>
<b>B. In-kind Contributions</b>			
<b>C. Total Operating Expenses</b>	<b>\$6,143,368</b>	<b>\$5,988,162</b>	<b>\$6,287,570</b>
<b>Income</b>	<b>Previous Fiscal Year</b>	<b>Current Fiscal Year</b>	<b>Next Fiscal Year</b>
10. Revenue: Admissions			

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11. Revenue: Contracted Services

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12. Revenue: Other

	<b>\$6,143,368</b>	<b>\$5,988,162</b>	<b>\$6,287,570</b>
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13. Private Support: Corporate

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14. Private Support: Foundation

---

15. Private Support: Other

---

16. Government Support: Federal

---

17. Government Support: State/Regional

---

18. Government Support: Local/County

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19. Applicant Cash

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**D. Total Cash Income**

	<b>\$6,143,368</b>	<b>\$5,988,162</b>	<b>\$6,287,570</b>
--	--------------------	--------------------	--------------------

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**B. In-kind Contributions**

---

**E. Total Operating Income**

	<b>\$6,143,368</b>	<b>\$5,988,162</b>	<b>\$6,287,570</b>
--	--------------------	--------------------	--------------------

## 6. Additional Operating Budget Information (1000 characters)

Use this space to provide the panel with additional detail or information about the operating budget. Please explain any deficits, excess revenue, or major changes to any line items or budget totals. If not applicable, then write "not applicable."

---

The City of Lake Worth Beach Leisure Services Department is responsible for putting on the Lake Worth Beach Street Painting Festival. The operating budget provided comprises the department expenses and staff. This includes the golf course, library, recreation, ocean rescue, parks, emergency management, fields and facilities, the Lake Worth Beach casino.

## 7. Paid Staff

- Organization has no paid management staff.
- Organization has at least one part-time paid management staff member (but no full-time)

- Organization has one full-time paid management staff member
- Organization has more than one full-time paid management staff member

**8. Hours \***

- Organization is open full-time
- Organization is open part-time

**9. Does your organization have a strategic or long range plan?**

- Yes
- No

**10. Rural Economic Development Initiative (REDI) and Underserved Waiver**

- Yes
- No

# H. Budget Page 8 of 12

## 1. Proposal Budget Expenses:

Detail estimated proposal expenses in the budget categories listed below. Include only expenses that specifically related to the proposal. You can find a list of non-allowable and match only expenses at [dos.myflorida.com/cultural/grants/grant-programs](http://dos.myflorida.com/cultural/grants/grant-programs).

The expense section contains three columns:

- a. Grant funds (these are the funds you are requesting from the state)
- b. Cash Match (these are earned or contributed funds supplied by your organization)
- c. In-kind (the value of donated goods and services)
- d. Save each individual line within the budget.
- e. To update budget totals, save each page.

Do not include any non-allowable expenses in the proposal budget. (See: non-allowable expenses).

For General Program Support the Proposal Budget should match the operating budget minus any nonallowable expenses (see non-allowable expenses).

For Specific Cultural Projects the Proposal Budget expenses must equal the Proposal Budget income.

### 1.1 Personnel: Administrative \*

#	Description	Grant Funds	Cash Match	In-Kind Match	Total
1	Administrative Personnel	\$15,071	\$33,625	\$0	\$48,696
<b>Totals:</b>		<b>\$15,071</b>	<b>\$33,625</b>	<b>\$0</b>	<b>\$48,696</b>

1.2

1.3

### 1.4 Outside Fees and Services: Programmatic \*

#	Description	Grant Funds	Cash Match	In-Kind Match	Total
1	Artists and Performers	\$55,890	\$0	\$0	\$55,890
<b>Totals:</b>		<b>\$55,890</b>	<b>\$0</b>	<b>\$0</b>	<b>\$55,890</b>

### 1.5 Outside Fees and Services: Other \*

#	Description	Grant Funds	Cash Match	In-Kind Match	Total
1	Porta Potty	\$10,410	\$0	\$0	\$10,410

		<b>Totals:</b>	<b>\$44,721</b>	<b>\$0</b>	<b>\$0</b>	<b>\$44,721</b>
<b>#</b>	<b>Description</b>	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Total</b>	
2	Security	\$21,089	\$0	\$0	\$21,089	
3	Shuttle Buses	\$13,222	\$0	\$0	\$13,222	
		<b>Totals:</b>	<b>\$44,721</b>	<b>\$0</b>	<b>\$0</b>	<b>\$44,721</b>

1.6

1.7

**1.8 Marketing \***

<b>#</b>	<b>Description</b>	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Total</b>	
1	Advertising and Marketing	\$34,318	\$116,375	\$0	\$150,693	
		<b>Totals:</b>	<b>\$34,318</b>	<b>\$116,375</b>	<b>\$0</b>	<b>\$150,693</b>

1.9

**Amount of Grant Funding Requested: \$150,000**

**Cash Match: \$150,000 In-**

**Kind Match:**

**Match Amount: \$150,000**

**Total Project Cost: \$300,000**

**2. Proposal Budget Income:**

Detail the expected source of the cash match (middle column) your organization will be using in order to match the state funds (first column) outlined in the expense section. Use the budget categories listed below. Do not include your grant request (first column) or in-kind (third column). Include only income that specifically relates to the proposal. The Proposal Budget income must equal to the Proposal Budget cash match in the expenses.

2.1

2.2

2.3

2.4

2.5

2.6

2.7

2.8

2.9

**2.10 Applicant Cash \***

#	Description	Cash Match	Total
1	City Funds	\$150,000	\$150,000
<b>Totals:</b>		<b>\$0</b>	<b>\$150,000</b>
			<b>\$150,000</b>

**Total Project Income: \$300,000**

**2.11 Proposal Budget at a Glance**

Line	Item	Expenses	Income	%
A.	Request Amount	\$150,000	\$150,000	50%
B.	Cash Match	\$150,000	\$150,000	50%
	Total Cash	\$300,000	\$300,000	100%
C.	In-Kind	\$0	\$0	0%
	Total Proposal Budget	\$300,000	\$300,000	100%

**3. Additional Proposal Budget Information (optional) (1000 characters)**

Use this space to provide the panel with additional detail or information about the proposal budget. For example, if you have more in-kind than you can include in the proposal budget you can list it here.

**I. Attachments and Support Materials** Page 9 of 12

**Complete the support materials list using the following definitions.**

- **Title:** A few brief but descriptive words. Example: "Support Letter from John Doe".
-

**Description:** (optional) Additional details about the support materials that may be helpful to staff or panelists. Identify any works or artists featured in the materials. For larger documents, please indicate page number for DAC credit statement and/or logo.

- **File:** The file selected from your computer. For uploaded materials only. The following sizes and formats are allowed.

Content Type	Format/extension	Maximum size
Images	.jpg, .gif, .png, or .tiff	5 MB documents
	.pdf, .txt, .doc, or .docx	10 MB audio .mp3
		10 MB
video	.mp4, .mov, or .wmv	200 MB

MacOS productivity files such as Pages, Keynote, and Numbers are not acceptable formats. Please save files into .pdf format before submission.

## 1. Required Attachment List

Please upload your required attachments in the spaces provided.

### 1.1

#### Substitute W-9 Form

File Name	File Size	Uploaded On	View (opens in new window)
Substitute Form W-9.pdf	406 [KB]	5/31/2022 9:59:24 AM	View file

### 1.2

#### Federal 990 Form (most recently completed)

File Name	File Size	Uploaded On	View (opens in new window)
Substitute Form W-9.pdf	406 [KB]	5/31/2022 9:59:30 AM	View file

## 2. Support materials (required)\*

File	Title	Description	Size	Type	View (opens in new window)
LWB SPF Programming.pdf	Programming		2861 [KB]		View file

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Lake Worth Beach Support Letters.pdf	Support Letters	1063 [KB]	<a href="#">View file</a>
WPTV Coverage.mp4	Television Coverage	6232 [KB]	<a href="#">View file</a>

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**2.1**

# J. Notification of International Travel Page 10 of 12

## Notification of International Travel

In accordance with Section 15.182, Florida Statutes, the grantee shall notify the Department of State of any international travel at least 30 days before the date the international travel is to commence or, when an intention to travel internationally is not formed at least 30 days in advance of the date the travel is to commence, as soon as feasible after forming such travel intention. Notification shall include date, time, and location of each appearance.

### 1. Notification of International Travel

I hereby certify that I have read and understand the above statement and will comply with Section 15.182, Florida Statutes, International travel by state-funded musical, cultural, or artistic organizations; notification to the Division of Arts and Culture.

# K. Florida Single Audit Act Page 11 of 12

## Florida Single Audit Act

In accordance with Section 215.97(2)(a) and 215.97(8)(a), Florida Statutes, and the policies and procedures established by the Division of Arts and Culture, the grantee is required to certify annually if your organization with FEIN (insert FEIN here) expended \$750,000 or more from all combined state sources and all combined federal sources during your organization's fiscal year. If your organization has exceeded the threshold of \$750,000, your organization will be required to comply with the Florida Single Audit Act. You will be required to complete a separate certification form in dosgrants.com following the close of your fiscal year.

### 1. Florida Single Audit Act

I hereby acknowledge that I have read and understand the above statement and will comply with Section 215.197, Florida Statutes, Florida Single Audit Act and the policies and procedures established by the Division of Arts and Culture.

# L. Review & Submit Page 12 of 12

## 1. Guidelines Certification

I hereby certify that I have read and understand the guidelines and all application requirements for this grant program outlined under section 265.701, Florida Statutes and incorporated by reference into Rule 1T-1.036, Florida Administrative Code.

## 2. Review and Submit

I hereby certify that I am authorized to submit this application on behalf of City of Lake Worth Beach and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third-degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

### 2.1 Signature (Enter first and last name)

Lauren Bennett



Department of Financial Services  
Bureau of Accounting  
200 East Gaines Street  
Tallahassee, FL 32399-0354  
Telephone: (850) 413-5519 Fax:(850) 413-5550

## Substitute Form W-9

In order to comply with Internal Revenue Service (IRS) regulations, we require Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by an agency of the State of Florida, and whether payments are subject to Federal withholding. The information provided below must match the information that you provide to the IRS for income tax reporting. Federal law requires the State of Florida to take backup withholding from certain future payments if you fail to provide the information requested.

**Taxpayer Identification Number (FEIN):** 59-6000358

**IRS Name:** CITY OF LAKE WORTH

**Address:** 7 NORTH DIXIE HWY  
LAKE WORTH, FL  
33460-0000

**Business Designation:** Government Entity

### Certification Statement:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer information **AND**
2. **I am not** subject to backup withholding because:
  - (a) I am exempt from backup withholding **or**
  - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, **or**
  - (c) the IRS has notified me that I am no longer subject to backup withholding **AND**
3. I am a U.S. citizen or other U.S. person (including U.S. resident alien)

Preparer's Name: CORINNE ELLIOTT  
Preparer's Title: ASSISTANT FINANCE DIRECTOR  
Phone: 561-586-1602  
Email: celliott@lakeworth.org

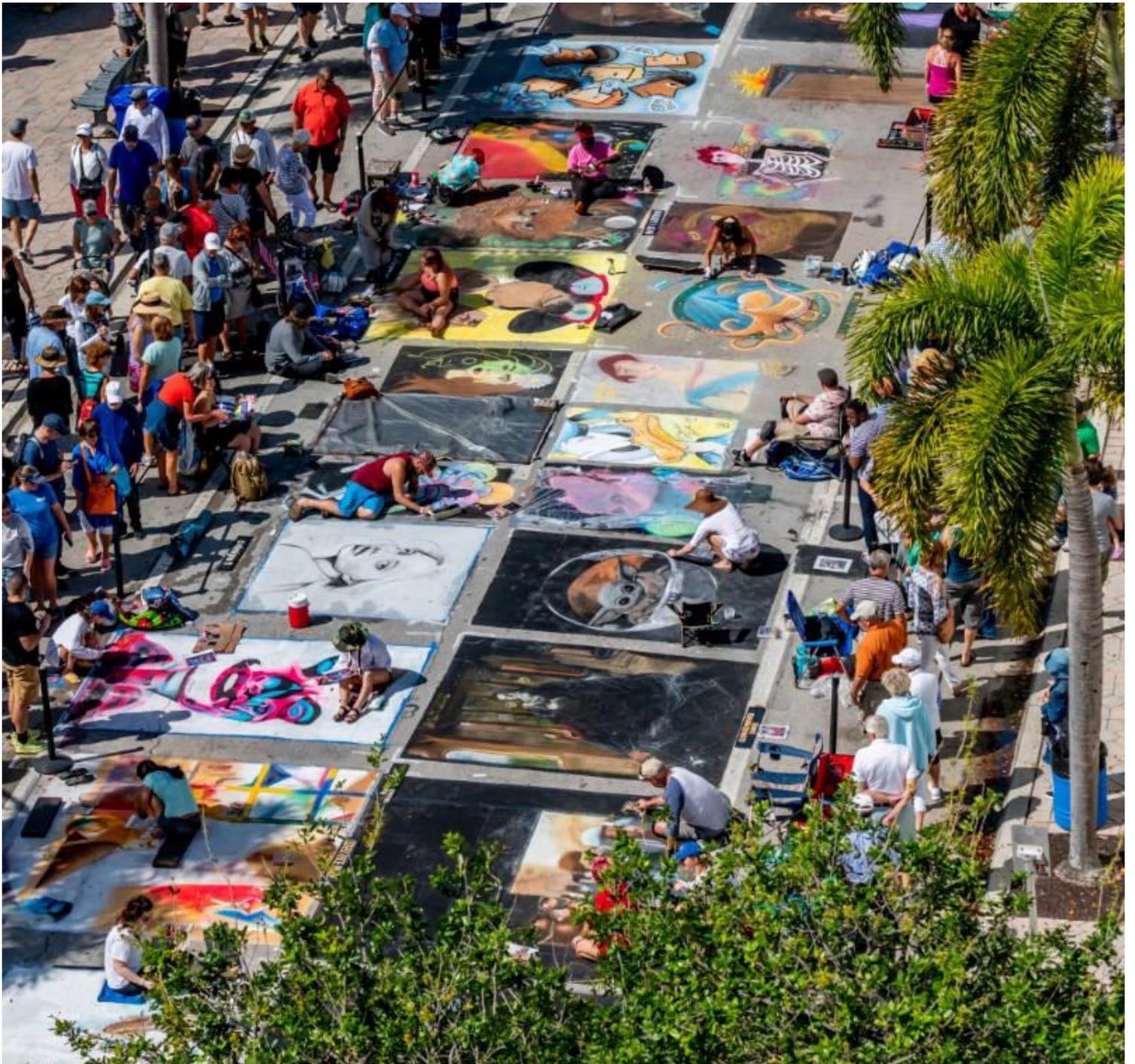
Date Submitted: 05/24/2018

Active Doing Business As names submitted on the Substitute Form W-9:

CITY OF LAKE WORTH

LAKE WORTH BEACH

# STREET PAINTING FESTIVAL













LAKE WORTH BEACH  
**STREET  
PAINTING  
FESTIVAL**

May 27, 2022

Florida Department of State, Division of Arts and Culture

R.A. Gray Building

500 South Bronough Street

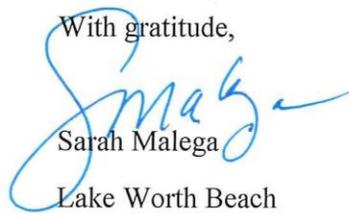
Tallahassee, Florida 32399

Re: 2023 General Program Support Grant Application – City of Lake Worth Beach

Dear Arts and Culture Staff:

I am honored and excited to offer support for the City of Lake Worth Beach's application for cultural programming support through the General Program Support Grant Program. Each February, the City hosts a truly unique art festival, the Lake Worth Beach Street Painting Festival. Our Street Painting Festival is an event showcasing over 600 artists from around the globe representing all demographics and backgrounds. Our businesses and residents welcome over 100,000 visitors to Lake Worth Beach to attend the event over a 3-day weekend. This Festival is imperative as it provides an economic impact of over \$10 Million to the Lake Worth Beach area. With the funding, we will have the capacity to enhance activities during the festival where artists of all ages and capabilities gather to create a tremendous art gallery on the street and sidewalks of the City Promenade. Thank you for your consideration and for taking the time to read this letter of support.

With gratitude,



Sarah Malega

Lake Worth Beach

Commissioner, District 1



May 19, 2022

Florida Department of State  
Division of Arts and Culture  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, Florida 32399

Re: 2023 General Program Support Grant Application – City of Lake Worth Beach

**Julie Seaver**

Executive Director

**Julia Murphy**

Chief Development  
Officer

**Lysette Pérez**

Health Programs  
Officer

**Board of Trustees**

Nicholas Coppola

*Board Co-Chair*

Aquannette Thomas,

MPA

*Board Co-Chair*

Barry Hayes

*Vice Chair*

J. Michael Woods,

*M.Ed. Treasurer*

Nicole Marulli, MSW

*Secretary*

Manuel Gutierrez

Dear Arts and Culture Staff:

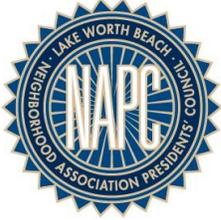
On behalf of Compass LGBTQ Community Center, we are pleased to offer support for the City of Lake Worth Beach's application for cultural programming support through the General Program Support Grant Program.

Each February, the City hosts a truly unique art festival, the Lake Worth Beach Street Painting Festival. Over 600 artists and 100,000 visitors will come to Lake Worth Beach to attend the event. The Festival provides an economic impact of over \$3 Million to the Lake Worth Beach area. This funding will allow the City to enhance activities during the festival where artists of all ages and capabilities gather to create a tremendous art gallery on the sidewalks of the City Promenade.

Since Compass moved its center to downtown Lake Worth Beach in 2009, the Street Painting Festival has become an integral part of our youth and families outreach and programming. Each year, the students look forward to being a part of the festival and are actively involved in expressing themselves through the artwork they create. Moreover, Compass prioritizes the Lake Worth Beach Street Painting Festival on its community outreach schedule as we have seen the impact that the festival brings to expanding Compass' visibility in the life-saving program and services we provide.

We look forward to working with the City to ensure the continued success of this important cultural community event.

Sincerely,



**Neighborhood Association Presidents' Council**  
Lake Worth Beach, FL — [www.lwnapc.com](http://www.lwnapc.com)

---

*Julie Seaver*

Julie Seaver

[201 North Dixie Highway](#) | [Lake Worth Beach, FL 33460](#) | [561-533-9699](#) | [fax 561-586-0635](#)

5-25-2022

Florida Department of State  
Division of Arts and Culture  
R.A. Gray Building  
500 South Bronough Street  
Tallahassee, Florida 32399

Re: 2023 General Program Support Grant Application – City of Lake Worth Beach

Dear Arts and Culture Staff:

On behalf of the Neighborhood Association Presidents' Council, I am pleased to offer support for the City of Lake Worth Beach's application for cultural programming support through the General Program Support Grant Program. Each February, the City hosts a truly unique art festival, the Lake Worth Beach Street Painting Festival. Over 600 artists and 100,000 visitors will come to Lake Worth Beach to attend the event. The Festival provides an economic impact of over \$3 Million to the Lake Worth Beach area. This funding will allow the City to enhance activities during the festival where artists of all ages and capabilities gather to create a tremendous art gallery on the sidewalks of the City Promenade.

We look forward to working with the City to ensure the continued success of this important community event.

Sincerely,

Neighborhood Association Presidents' Council, Inc  
Ryan Oblander, Secretary

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** Leisure Services

**TITLE:**

Resolution No. 65-2022 – Fiscal Year 2023 State Aid to Libraries Grant Application

**SUMMARY:**

The resolution approves the submission of an application for funding assistance in the estimated amount of \$9,000 to supplement the operating budget of the City's public library under the Fiscal Year 2023 State Aid to Libraries grant program. The resolution further authorizes the Mayor to execute the Agreement 23-ST-59 between the Florida Department of State, Division of Library and Information Services and the City that sets forth the terms and conditions for this funding, and to execute the "Certification of Hours, Free Library Service and Access to Materials" form

**BACKGROUND AND JUSTIFICATION:**

The City of Lake Worth Beach has recently been notified by the Florida Department of State, Division of Library and Information Services that it is eligible for a formula allocation of an estimated \$9,000 under the State Aid to Libraries Program to assist with the operation and maintenance of its public library for Fiscal Year 2023. These funds cannot supplant existing local funds budgeted for the operation of the City's public library during this period. As an eligibility requirement, the City must have a single administrative head employed on a full-time basis with the responsibility of management and coordination of the operations of the library. The library must provide its services free to the public.

Resolution No. 65- 2021 approves the submission of the application for this funding and authorizes the Mayor to execute the Agreement 23-ST-59 with the Florida Department of State, Division of Library and Information Services on behalf of the City as part of the application process. The agreement sets forth the terms and conditions for the use of this funding and certifies the expenditure of local funds under a single administrative head for the operation and maintenance of its public library during the previous fiscal year.

**MOTION:**

Move to approve/disapprove Resolution No. 65-2022 approving the submission of an application to the State of Florida, Division of Library and Services for the Fiscal Year State Aid to Libraries grant and authorizing the Mayor to execute the Grant Agreement 23-ST-59 and the "Certification of Hours, Free Library Service and Access to Materials" form.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution  
23-ST-59 Application Packet

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	9,000*	0	0	0
External Revenues	0	9,000*	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

\*Estimated amounts

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

Account Number	Department Name	Division Name	Account Description	Project Number	FY23 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
180-9720-5721-52.00	Leisure Services	Library	Operating Expenses					9,000*	

\*Estimated amount

RESOLUTION NO. 65-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES FOR GRANT FUNDING IN THE AMOUNT OF AN ESTIMATED \$9,000 PROVIDED THROUGH THE FISCAL YEAR 2023 STATE AID TO LIBRARIES PROGRAM; AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO EXECUTE THE AGREEMENT 23-ST-59 BETWEEN THE FLORIDA DEPARTMENT OF STATE, DIVISION OF LIBRARY AND INFORMATION SERVICES AND THE CITY FOR THESE GRANT FUNDS; AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO EXECUTE THE CERTIFICATION OF HOURS, FREE LIBRARY SERVICES AND PUBLIC ACCESS FORM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the State Aid to Libraries Program (“Program”) is administered by the Florida Department of State, Division of Library and Information Services (“Division”) for the purpose of supplementing the operating budgets of eligible public libraries to encourage the development and provision of free public library service; and

WHEREAS, Program funding allocations for a given fiscal year are determined by statutory formula based on the expenditure of local funds by eligible grantees for the maintenance and operation of their public libraries during the preceding fiscal year; and

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

WHEREAS, the City of Lake Worth Beach (“City”) meets the basic eligibility requirements to receive a formula allocation in Program funding to supplement the operating budget of its Public Library for Fiscal Year 2023; and

WHEREAS, the City will be required to provide a local cost share for these Program grant funds, if awarded; and

WHEREAS, the Division and the City both desire to enter into a grant agreement 23-ST-59 that sets forth the terms and conditions for the use of these Program funds; and

WHEREAS, the City is required to submit its Certification of Hours, Free Library Services and Access to Materials form; and

WHEREAS, this will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves and submission of an application to the Florida Department of State, Division

of Library and Information Services and the City for grant funds made available through the Fiscal Year 2023 State Aid to Libraries Program to assist with the operation of the Lake Worth Beach Public Library.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby approves and authorizes the Mayor, or her designee, to execute the Grant Agreement 23-ST-59 between the Florida Department of State, Division of Library and Information Services and the City for grant funds made available through the Fiscal Year 2021-2022 State Aid to Libraries Program to assist with the operation of the Lake Worth Beach Public Library.

SECTION 3: The City Commission of the City of Lake worth Beach, Florida hereby approves and authorizes the Mayor, or her designee, to execute the Certification of Hours, Free Library Services and Public Access to Materials form.

SECTION 4: Upon execution of the resolution, one copy shall be forwarded to the Water Utilities Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 5: This resolution shall become effective upon adoption.

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

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

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

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# Lake Worth Beach Public Library

**Project Title:** State Aid to Libraries Grant

**Project Number:** 23-ST-59

**Request Amount:** \$0.00

## A. Applicant Information Page 1 of 22

### Applicant Information

- a. **Organization Name:** Lake Worth Beach Public Library 
- b. **FEID:** 59-6000358
- c. **Phone number (with extension if applicable):** 561.533.7354
- d. **Principal Address:** 15 North M Street Lake Worth Beach, 33460
- e. **Mailing Address:** 15 North M Street Lake Worth Beach, 33460
- f. **Website:** [www.lakeworthbeachfl.gov/library](http://www.lakeworthbeachfl.gov/library)
- g. **Organization Type:** Municipal Government
- h. **Organization Category:** Library
- i. **County:** Palm Beach
- j. **UEI number:** GKQ1QGJPEVC7
- k. **Fiscal Year End Date:** 09/30

### 1. Applicant Director \*

**First Name**

Cindy

**Last Name**

Ansell

**Phone** 561.533.7354

**Email** [cansell@lakeworthbeachfl.gov](mailto:cansell@lakeworthbeachfl.gov)

### 2. Project Manager \*

**First Name**

Cindy

**Last Name**

Ansell

**Phone** 561.533.7354

**Email** [cansell@lakeworthbeachfl.gov](mailto:cansell@lakeworthbeachfl.gov)

**3. Choose Library Type: \***

- Single county library
- Municipal library
- County participating in a Multicounty library
- Multicounty library

**4. Is the library in its first two years of operation?**

- Yes
- No

## B. Expenditure Report Page 2 of 22

The Expenditure Report provides details on library expenditures by funding source. The information assists both local library personnel and Division staff in verifying the accuracy of the funds a library reports as expenditures qualifying for match under Chapter 257, *Florida Statutes*. The total amount listed in the "Local" column is the amount used to calculate the State Aid grant amounts.

### 1. Expenditure Report -October 1, 2020 - September 30, 2021 \*

Expenditure Report -October 1, 2020 - September 30, 2021

Expenditure Category	Local	State	Federal	Other	Total
10 Personnel Services	\$230,045				\$230,045
30 Operating Expenses	\$232,605	\$8,867			\$241,472
60 Capital Outlay (Non-Fixed)	\$1,375				\$1,375
Other					\$0
Total for the operation & maintenance of the library	\$464,025	\$8,867	\$0	\$0	\$472,892
60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)					\$0

If any amounts are in the other column, please specify.

**Total Local Expenditures Submitted for the Operation and Maintenance of the Library:**

**\$464,025**

**Prior year's State Aid Certified Expenditure:**

**\$413,721.00**

**Difference:**

**\$50,304**

**Percentage Difference:**

**2. Notes**

If your total expenditures have changed by more than 10% from last year, please explain in the Notes field. Please describe the funds included in the "Other" Expenditures column in the Notes field, if any.

---

Personnel increased from \$122,290 to \$145,503 because a staff member changed from PT to FT with benefits. (19%)

IT expenses increased from \$78,000 to \$101,426. (29%)

Materials expenses dropped because of the pandemic when items were not purchased (42%)

# C. Certification of Local Operating Expenditures Page 3

of 22

## Certification of Local Operating Expenditures

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2020, and ending September 30, 2021, for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, Florida Statutes, and guidelines for the State Aid to Libraries Grant Program.

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

**Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2020, and September 30, 2021 is \$0**

1.

**Certification Form Upload \***

**2. Notes**

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF LIBRARY AND INFORMATION SERVICES  
FY 2023 STATE AID TO LIBRARIES GRANT APPLICATION  
CERTIFICATION OF LOCAL OPERATING EXPENDITURES**

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

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2020 and ending September 30, 2021 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

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

**Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2020 and September 30, 2021:**

\$0

**SIGNATURES**

\_\_\_\_\_  
**Library Finance Manager**

\_\_\_\_\_  
**Single Library Administrative Head**

\_\_\_\_\_  
**Typed Name**

\_\_\_\_\_  
**Typed Name**

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

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

# D. Designation of Single Library Administrative Unit

Page 4 of 22

Provide documents verifying designation of the single library administrative unit.

The single library administrative unit means an eligible political subdivision under Section 257.17, *Florida Statutes*, that is designated by a county or municipality to be responsible for managing or coordinating free library service to its residents.

## 1. Designation of Single Library Administrative Unit \*

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

## 2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
LakeWorthDesignations.pdf	Organization Chart		458 [KB]		View file
Departmental Chart.pdf	Department Chart		946 [KB]		View file
Establishment of the library & board 10-19-1926.pdf	Establishment of the library and board		575 [KB]		View file

2.1

## 3. Notes



## F. Verification of Governing Body Authority Page 6 of 22

Provide documents that verify that the governing body of the library has the authority to set policy, adopt plans, adopt budgets, employ the single administrative head, and enter into contracts on behalf of the library.

### 1. Verification of Governing Body Authority \*

Information to meet this requirement is contained in another document. Use the **"Notes"** field to indicate where the information is located.

### 2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
DOS designation of a governing body.pdf			159 [KB]		View file

2.1

### 3. Notes

# G. Interlocal Agreements or Contracts to Establish the Library

Page 7 of 22

This section is for any interlocal agreements or contracts that are in place to establish the library.

Include all interlocal agreements or contracts among participating local governments, if two or more participating local governments join to establish a consolidated library or public library cooperative, and other agreements with nongovernmental entities that form the basis for the provision of free library service and outlining the decision making power given to the library's governing body and the power retained by the participating local government.

Interlocal agreements for services or reciprocal borrowing, not for the establishment of the library system, should be submitted in the section "**Interlocal Agreements for Library Service**".

The description line should clearly describe the attachment. [?](#) Help

## 1. Interlocal Agreements or Contracts to Establish the Library \*

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

## 2. Add Documentation

2.1

## 3. Notes

# H. Position Description of Single Administrative Head

Page 8 of 22

Provide a current position description of the library's single administrative head that has been adopted or approved by the library's governing body.

The description line should clearly describe the attachment. [? Help](#)

## 1. Position Description of Single Administrative Head \*

### 2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
Lake Worth Position Desc.pdf	Lake Worth Position Description		89 [KB]		View file

2.1

### 3. Notes

# I. Certification of Credentials of Single Administrative Head

Page 9 of 22

The form certifies that the library's single library administrative head is employed by the single administrative unit; has completed a library education program accredited by the American Library Association; and has at least two years of full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of 40 hours per week.

 Help

If the person certified as the Single Administrative Head has changed from the previous year, you will need to complete, sign, and upload a new form to this page.

 **Download Certification Form**

## 1. Certification of Credentials of Single Administrative Head \*

### 2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
DOS Certification of Credentials.pdf			265 [KB]		View file

2.1

### 3. Notes

# J. Schedule of Library Hours Page 10 of 22

This section is to verify that at least one library, branch or member library is open to the public at least 40 hours per week.

## 1. Schedule of Library Hours \*

### 2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
Hours of service.docx			20 [KB]		<a href="#">View file</a>

2.1

### 3. Notes

# K. Long-Range Plan Page 11 of 22

A long-range plan outlines the library's operation and development over a three- to five-year period. The plan must be adopted or approved by the library's governing body.

The Long-Range Plan on file must include the upcoming fiscal year.

## 1. Long-Range Plan \*

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

## 2. Dates covered by the plan: \*

2020-2025

## 3. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
LWB Strategic Plan 2020-2025.pdf			4002 [KB]		View file
Long Range Plan Library 2020-2025.docx			3102 [KB]		View file
State Aid Documents Certification.pdf			162 [KB]		View file

### 3.1

## 4. Notes

# L. Interlocal Agreements for Library Services Page 12 of 22

If applicable, provide any interlocal agreements among libraries that outline service to residents in a county or municipality that receives Operating Grants.

Interlocal agreements for the establishment of the library system should be submitted in the section **"Interlocal Agreements of Contracts to Establish the Library"**.

## 1. Interlocal Agreements for Library Services \*

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

## 2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
Coop_Agreemt_Approved_08-04-21.pdf			995 [KB]		View file

2.1

## 3. Notes

# M. Verification of Reciprocal Borrowing Page 13 of 22

This requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

If the library is in a county where there are no independent municipal libraries in the same county, click **"Not applicable"**.

Provide documents or library lending policies verifying that the library is providing reciprocal borrowing to residents of all political subdivisions within the county that receive Operating Grants. Borrowing privileges must apply to all materials in a fixed physical format that are eligible to be borrowed by residents of the political subdivision applying for the Operating Grant. Interlibrary loan does not meet this requirement.

## 1. Verification of Reciprocal Borrowing \*

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

## 2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
Coop_Agreemt_Approved_08-04-21.pdf			995 [KB]		View file

2.1

## 3. Notes

# N. Verification of Joint Planning Page 14 of 22

This requirement only applies to a county and the independent municipal libraries within the same county that are applying for State Aid.

If the library is in a county where there are no independent municipal libraries in the same county, click "Not applicable".

Provide documents verifying that the library has engaged in joint planning for the coordination of library services within the county that receives Operating Grants. The document must list all libraries participating in joint planning and outline areas of cooperation and activities to be implemented among the county and the independent municipal libraries in the same county.

## 1. Verification of Joint Planning \*

Information to meet this requirement is contained in another document. Use the "Notes" field to indicate where the information is located.

## 2. Add Documentation

File	Title	Description	Size	Type	View (opens in new window)
Coop_Agreemt_Approved_08-04-21.pdf			995 [KB]		View file

2.1

## 3. Notes

# O. Grant Agreement Page 15 of 22

The grant agreement is the applicant's official contract with the Department of State.

## 1. Attachment \*

### 1.1

**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND**

**City of Lake Worth Beach for and on behalf of Lake Worth Beach Public Library**

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

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2022-23 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

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

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

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

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2020 - September 30, 2021.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2020 through June 30, 2023. The Grantee shall:

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

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

Payment 1, Deliverable/Task :

Payment will be a fixed price in the amount of 100% of the grant award for the period October 1, 2020 through June 30, 2023.

The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2020 - September 30, 2021;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2020 - September 30, 2021 only;
- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays or emergencies; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement;
- o Provide the Certification of Credentials for the Single Administrative Head; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

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

2. **Length of Agreement.** This Agreement covers the period of October 1, 2020 to June 30, 2023, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2020) and concludes with the end of the State of Florida's current fiscal year (June 30, 2023).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2020 – September 30, 2021) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications regarding this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, FL 32399-0250  
Phone: 850.245.6620  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Cindy Ansell

Lake Worth Beach Public Library  
15 North M Street Lake Worth Beach Florida 33460  
Phone: 561.533.7354  
Email: [cansell@lakeworthbeachfl.gov](mailto:cansell@lakeworthbeachfl.gov)

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2022-23 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be a fixed price in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf). The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [fvendor.myfloridacfo.com](http://fvendor.myfloridacfo.com). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

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

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

Use the following text:

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

10. **Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of August 2021), incorporated by reference, which are available online at <http://edocs.dlis.state.fl.us/fdocs/dfs/2019ReferenceGuideForStateExpenditures.pdf>.

must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.

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

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

11. **Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of August 2021) (<http://edocs.dlis.state.fl.us/fldocs/dfs/2019ReferenceGuideForStateExpenditures.pdf>), incorporated by reference.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year. Audits must be submitted on the DOS Grants System at [dosgrants.com](http://dosgrants.com).
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the closeout of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida Statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources and the Division of Library and Information Services. Grant compliance issues

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee shall be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this

Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
    - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
    - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
  - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 ([ada.gov](http://ada.gov) (as of January 2020)), incorporated by reference).
- 37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

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

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2022-23 State Aid to Libraries Final Grants (Attachment B)

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

**Grantee:** **Department of State**

By: \_\_\_\_\_ By: \_\_\_\_\_

Chair of Governing Body or Chief Executive Officer

Amy L. Johnson, Director  
Division of Library and Information Services  
Department of State, State of Florida

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk or Chief Financial Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT A

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### AUDIT REQUIREMENTS

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

#### Monitoring

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

#### Audits

##### **Part I: Federally Funded**

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

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

##### **Part II: State Funded**

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

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

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

State of Florida Department Financial Services (Chief Financial Officer)

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

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

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

### **Part III: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 *CFR* 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 *CFR* 200.512, by or on behalf of the recipient directly to each of the following:
  - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.
  - B. The Federal Audit Clearinghouse (FAC) as provided in 2 *CFR* 200.6 and section 200.512

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

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department of State via the DOS Grants System at <https://dosgrants.com>.

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 *CFR* 200.512, section 215.97 *F.S.* and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 *CFR* 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

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

## EXHIBIT – 1

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

Not applicable.

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

Not applicable.

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

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

#### **SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:**

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

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

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

**ATTACHMENT B**  
**Fiscal Year 2022-23 State Aid to Libraries Final Grants**

# P. Certification of Hours, Free Library Service and Access to Material

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1.

**Certification of Hours, Free Library Service and Access to Materials Form Upload\***

**2. Notes**

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

The City of Lake Worth Beach, governing body for the Lake Worth Beach Public Library hereby certifies that the following statements are true for the time period October 1, 2020 through June 30, 2023:

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

**Signature**

\_\_\_\_\_  
Chair, Library Governing Body

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Typed)

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** Leisure Services

**TITLE:**

Resolution No. 66-2022 – Florida Humanities English for Families Program Grant Application

**SUMMARY:**

The resolution approves the submission of an application to the Florida Humanities for funding assistance with the 2023 English for Families program. This program is a multi-week series of interactive classes for parents and children (ages six to twelve) that focuses on developing English vocabulary and literacy skills through strategic and fun story reading.

**BACKGROUND AND JUSTIFICATION:**

Resolution No. 66-2022 approves the submission of an application to the Florida Humanities Council for funding in the amount of \$3,700 under the English for Families grant program. The English for Families program is extended to public libraries to provide funding to participate in this program comprised of a multi-week series of interactive classes for parents and children focused on developing English vocabulary and literacy skills.

The program is developed in partnership with the Orange County Library System and is designed specifically to improve the English language proficiency of individuals whose native language is not English. It utilizes essential reading strategies relevant to school-age children to achieve success in the classroom while also developing adults' basic language skills.

The grant funds will be used in this program with a five-week session of two sessions per week of interactive classes focused on developing proficiency in English vocabulary and literacy skills. Participants will include families with children ages six to twelve whose native language is not English. The family participation aspect is very important as it is an integral component of Hispanic and Caribbean culture.

The City will be contributing \$4,331.25 as a local cost share. The source of these matching funds is included in the FY 2023 Library budget for salaries and promotional expenses. The expenses to be paid with the local cost share include the salary for the Literacy Program Specialist (\$1,331.25) and meals to be provided to participant families (\$3,000).

**MOTION:**

Move to approve/disapprove Resolution No. 66-2022 – the submission of an application for \$3,700 in FY 2023 grant funding from the Florida Humanities Council for the English for Families grant program.

**ATTACHMENT(S):**

Resolution 66-2022  
Grant Application

RESOLUTION NO. 66-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA HUMANITIES GRANT PROGRAM FOR FISCAL YEAR 2023 GRANT FUNDING IN THE AMOUNT OF \$3,700 TO SUPPORT THE 2023 ENGLISH FOR FAMILIES PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Florida Humanities Council has announced the Fiscal Year 2023 funding opportunities in support of the development and presentation of humanities-rich cultural resources and public programs within the State of Florida; and

WHEREAS, these funds are made available for applications for libraries to participate in the English for Families program (“Program”) to develop English vocabulary and literacy skills through strategic and fun story reading; and

WHEREAS, the City of Lake Worth Beach (“City”) is eligible to apply for funding assistance under the Program; and

WHEREAS, the City of Lake Worth Beach (“City”) desires to apply for \$3,700 in grant funding to provide a five-week session of two sessions per week for families to improve language proficiency of persons whose native language is not English; and

WHEREAS, the City will provide \$4,331.25 as local cost share from salaries and promotional expenses included in the FY 2023 budget for the Library for these Program grant funds, if awarded; and

WHEREAS, this will serve a valid public purpose.

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

SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby approves the submission of an application to the Florida Humanities Council for grant funds made available through the Fiscal Year 2023 English for Families program in the amount of \$3,700 for providing financial assistance to conduct programming at the Lake Worth Beach Municipal Library to develop English vocabulary and literacy skills for families whose native language is not English.

SECTION 2: The City Commission of the City of Lake Worth Beach, Florida hereby authorizes the City Manager, or her designee, to execute any programmatic documents related to the submission of the application.

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

SECTION 4: This resolution shall become effective upon adoption.

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

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

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

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

# Lake Worth Beach Public Library- English for Families Spring 2023

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*2022/08 - English for Families Spring 2023*

## ***Lake Worth Beach City Library***

---

Mrs Cindy Ansell  
15 N M Street  
Lake Worth Beach, Florida 33460

lwlibrary@lakeowrthbeachfl.org  
O: (561)-533-7354

## ***Miss Olivia Shimkus***

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15 N M Street  
Lake Worth Beach, Florida 33460

oshimkus@lakeworthbeachfl.gov  
O: (561)-533-7354

# Application Form

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## ***Project Title:***

### **Project Name\***

Please enter the title as "Your Library Name- English for Families Spring 2023"

Lake Worth Beach Public Library- English for Families Spring 2023

## ***Sponsoring Organization:***

### **Sponsoring Organization Information:**

If approved, this is the name of the non-profit organization to which all grant funds would be made payable.

### **Sponsoring Organization Name:\***

Lake Worth Beach Public Library

### **Sponsoring Organization Address Line One:\***

15 N M Street

### **Sponsoring Organization Address Line Two:**

### **Sponsoring Organization City:\***

Lake Worth Beach

### **Sponsoring Organization State:\***

Use two letter abbreviation.

FL

### **Sponsoring Organization Postal Code:\***

33460

### **Sponsoring Organization County:\***

Palm Beach

**Sponsoring Organization Business Phone:\***

5615337354

**Sponsoring Organization Annual Budget:\***

Share the sponsoring organization's annual budget from the most recently completed fiscal year.

\$483,045.00

**Sponsoring Organization Federal ID Number:\***

This number is issued by the IRS and is typically a 2-digit number followed by a dash and 7 more digits.

59-6000358

**Sponsoring Organization Unique Entity ID (SAM) Number:\***

As of April 2022, the federal government has replaced the DUNS number with a **Unique Entity ID (SAM)** as the authoritative identifier for all organizations doing business with the federal government. As such, all applicants are required to have a Unique Entity ID in order to receive funding from Florida Humanities. Please note that organizations may obtain a Unique Entity ID without having to complete a full entity registration in SAM.gov and Florida Humanities does **NOT** require a full registration to receive funding. Click [here](#) for more information about obtaining a Unique Entity ID.

GKQ1QGJPEVC7

**Is the Sponsoring Organization in a RAO area?\***

Please refer to <http://www.floridajobs.org/docs/default-source/community-planning-development-and-services/rural-community-programs/redi/raomap1.pdf?sfvrsn=2> **this website** to determine if your county or city is categorized as a Rural Area of Opportunity (RAO).

No, this organization is not a RAO area

**Sponsoring Organization Website Address:**<https://lakeworthbeachfl.gov/lake-worth-beach-city-library/>***Project Director:***

---

The Project Director is the library staff member who will be responsible for the overall management of grant funding, program logistics including family recruitment, and final reporting.

**Project Director Salutation\***

Miss

**Project Director First Name:\***

Olivia

**Project Director Last Name:\***

Shimkus

**Project Director Business Title:\***

Literacy Program Specialist

**Project Director Organizational Affiliation:\***

Lake Worth Beach Public Library

**Project Director Address Line One:\***

15 N M Street

**Project Director Address Line Two:**

**Project Director City:\***

Lake Worth Beach

**Project Director State:\***

Use two letter abbreviation.

FL

**Project Director Postal Code:\***

33460

**Project Director Address Type:\***

Is this a home or business address?

Business

**Project Director Email:\***

Florida Humanities communicates primarily through email. Please provide an email address the project director checks frequently.

oshimkus@lakeworthbeachfl.gov

**Project Director Email Type:\***

Is this a personal or business email address?

Business

**Project Director Contact Number:\***

5615337354

**Project Director Contact Number Type:\***

Is this a personal or business number?

Business

**How did you hear about funding this opportunity from Florida Humanities?\***

Florida Humanities Postal Mailing

**If other, please specify:**

Magazine

***State and Federal Representatives:***

---

**State House District Number:\***

88

**State House District Representative Name:\***

Jervonte "Tae" Edmonds

**State Senate District Number:\***

31

**State Senate District Representative Name:\***

Lori Berman

**U.S. Congressional District Number:\***

21

**U.S. Congressional District Representative Name:\***

Lois Frankel

## ***Narrative:***

---

Use the form fields below to answer each narrative question.

### **1. Program Need:\***

What is the need for English for Families programming in your community? Describe the community's demographics and the library branch that will host the program.

The need for this project in the community of lake worth beach is huge. Though we are a small library, we are essential in our community for providing access to information, technology and support. This program would be very beneficial for our library patronage because we have a large population of English learners, mostly Spanish speakers who are learning English as a second language. We see these patrons have the desire to support their children and families and take a more active role in their children's education, but they may struggle or be fearful of advocating for their children because of the language barrier. This program could help address this divide, which would create happier parents and kids with strong family values. Parents who are comfortable expressing their ideas to the community would make our entire city stronger. The family aspect of this program is essential to our patrons. We have a large population of Guatemalans in our area as well as many Cuban, Mexican, And Haitian patrons. We witness with these South American and Caribbean cultures, how important the family unit is. We have a very popular Spanish Family Spanish collection that we keep updated to better serve them. We see families come to the library from grandma down to the baby, with aunts, uncles, and cousins, all together browsing for books, playing computer games, and reading together. This is not unusual, they have strong family bonds that color everything they do, especially the way they learn. Having families learning together and adding the so important literacy component is a great opportunity to maximize not only the success of the literal education but the sense of unity and collaboration within the family. Our little library is located right in our downtown, walking distance from many great schools, businesses, and nonprofits' who all come together to support each other and the families that call this community home. We are the perfect place to debut this type of program.

### **2. Current Literacy Programming:\***

Describe current literacy programming offered by your library or library system. This may include youth, adult and/or family programming. Include how many people are served by existing programs and the methods utilized to assess program effectiveness such as surveys, observations, etc.

The City of Lake Worth beach has a Literacy crisis. According to the 2020 Census, Lake Worth Beach has the lowest literacy rate in Palm Beach County. Because of this, literacy programming is a priority to the Lake Worth Beach Library. We have partnered with the cities Leisure Services Department to ensure that every city event has a literacy component. We give out books, sign up for cards, and promote literacy initiatives at all city events and happenings. We have installed the Brainfuse learning platform on our city website offering free online tutoring and adult education opportunities from home, with just our library card and a device with internet. We support the " Little Free Library" project which maintains over 100 little Little Free Libraries in Lake Worth Beach. The library also has successful virtual storytimes which get over 250 views weekly, as well as in person storytime for preschoolers. The library also presents an annual literacy festival " Biblioarte" which brings authors & illustrators to thousands of children in our area through school visits and a city-wide festival to celebrate the intersection of art and literacy. The library distributes books at our cities annual "Day of the Dead" festival and supplies at our Back to school Bash. One of our most successful programs "Table Talk" was funded by the Humanities council in 2019. It brought families together to learn, read, bond, and share meals and stories at the dinner table. Over 30 families participated with great results and rave reviews. We are still asked, " when will table talk come back?" We believe the English for Families program will fill that gap that Table Talk left.

As far as assessing the effectiveness of our programs constantly growing and changing with the needs of our community is something we take pride in. Along with the typical data collecting like sign in sheets and headcounts, we also compile surveys where we ask for frank observations on the programs and how we can improve for next time. We carefully note the constructive feedback as well as what people enjoyed about our

program. We also want to collect what I call "stories of impact," or narratives of what a program did for someone beyond the statistics. We compile all these together into extensive reports on how the program went and what we should improve and keep the same.

### 3. Key Personnel:\*

Identify your key program team members and their prior experience with administering and/or facilitating literacy programming. This must include a library program coordinator who will oversee program logistics and family recruitment and an instructor who will directly facilitate weekly programming. The instructor should be a certified English language instructor or have at least two years of professional teaching experience in literacy or a similar field. Describe additional staffing resources of the library or library system. If applicable, describe all community partners that will be committed to ensuring the program's success.

We are extremely fortunate to have a dedicated and experienced staff at our library. Though small, we are very mighty when it comes to our passion and expertise. I am the key personnel who will be acting in the role of Program Coordinator. As Literacy Programming Specialist, my entire position is centered around, finding, creating, promoting, preparing, and facilitating literacy programs, and I have the luxury of being able to devote all my working time to this. With a background in both Communication and Education, programming is at the intersection of my interests and experience. I will also be acting as instructor, As I am TEFL Certified, and have taught English as a second language in both a tutoring capacity and abroad in South Korea. I also served in this same community for 2 years with Literacy Americorps, a government agency that puts professionals in areas of need, which fostered my passion for literacy and showed me the need in this area. While I am new to the game, our Library Manager Cindy Ansell who would be supporting me in this initiative has an impressive resume of successful programs at our library. She was the facilitator of our wildly popular "Table Talk" series from above, and is no stranger to the logistics of planning and implementing a literacy program. I rely heavily on her expertise and she will act as a consultant on all aspects of this initiative, as she has years of experience with both small scale programs, such as story time, crafts, and community outreach, as well as with very large scale events like our signature, the "Biblioarte" book festival. Our Children's Librarian, Kay Ralston, will also be a valuable resource to me with this program as she is a pro at discovering the best of the best materials, games, and songs to make every lesson fun and exciting. The rest of our staff will be supportive with all the logistical parts of physically running this program. Our staff is both capable for and passionate about this program.

### 4. Program Publicity and Partnerships:\*

Describe your plans for publicizing the program and recruiting families for participation. Libraries should host an average attendance of 10-15 families per session. Note any partnering community agencies and/or nonprofits that will assist with program publicity and family recruitment.

With my background in Communications, publicity is something I enjoy and have a lot of experience with. For publicizing our events, we use a variety of both traditional and non-traditional methods. We have a very active Facebook and Instagram that we use to promote our events, as well as a popular local newspaper we advertise in regularly. We have calendars of all our programs available for our patrons and keep our city website up to date. I also design all of our flyers and handouts which have been really successful in the past when we place them around our community. All of these are effective ways we publicize our events, however our most useful tool for getting participation is our community partners. We have a relationship with several local agencies within the demographic we would be looking to work with including our counties Healthy Mothers, Healthy Babies, the Farmworker Coordinating Council of Palm Beach County, Inc. and the Guatemalan-Mayan Center in our city. We communicate heavily with these non-profits and have done storytimes and parenting classes with them. We always keep them in the loop, and these are the same people we are trying to reach with the English for Families program. One of our most cherished partnerships is with our Local BRIDGES groups. BRIDGES are "gathering places that connect local families to community resources." We work with the two BRIDGES locations in our community regularly. We often go to their events and promote the library and our programs as well as provide programs for them at their facilities. We

treasure these partnerships because as their mission states, they "bridge" the gap between the community who needs help, and the resources out there available for them, like us. Between these methods, publicity for the event will be very effective at getting a lot of families for this program that will really benefit from what we have to offer.

**5. Program Format:\***

Please define your preferred program format (in-person or virtual) as well as the number of sessions to be held weekly (2 sessions weekly for 5 weeks or 1 session weekly for 10 weeks). If you plan to host programming virtually, please describe the technology available to host the program virtually and the support tools and staff available to ensure participants' technology needs are met.

We plan to have this program in person as, many of our desired demographic may not be able to participate via zoom. We have a newly renovated meeting room that will be the perfect location to hold our evening classes, and many of the organizations we want to partner with are nearby.  
We Plan to have a 5 week session of 2 sessions for week.

***Budget and Budget Detail:***

Request may not exceed \$4,000 and Florida Humanities funds may only be used for allowable expenses incurred during the project period.

**Program Instructor\***

Recommended payment is \$1,000  
\$1,000.00

**Instructor Book Set\***

The Orange County Library System will provide a list of approximately 30 books to be used by the program instructor. The estimated cost is \$600.  
\$600.00

**Family Books\***

As an incentive for participation, it is recommended that all families who complete the program receive at least one gift book. Libraries are encouraged to use the *Oxford Picture Dictionary* (approx. \$33/each) or another appropriate book of their own choosing. Libraries should estimate the cost of purchasing at least 15 books (one per family). Estimated cost is \$500.  
\$500.00

**Other**

Other allowable costs include but are not limited to program marketing, staff programmatic and technology support, and a digital platform for hosting the program virtually. Libraries may also request funding for additional literacy-focused books for families participating in the program and/or for general library circulation. Please include a narrative detail of all "Other" costs requested in the box below.  
\$1,600.00

### Other Budget Items Detail

600.000 for additional literacy-related materials  
500.00 for printing Family guidebooks  
500.00 for printing tote bags for the families

A total of 3,700\$

### Cost Share

Organizations are required to provide **an estimated minimum 1:1 match**, or cost share. Cost share may include any eligible items not fully covered by Florida Humanities funding. Cost share can be accrued in cash or in-kind services. Cost share may include, but is not limited to:

- Additional library staffing support directly related to the implementation of programming
- Additional books provided to families participating in the program
- Marketing and publicity. Please note that templated publicity materials will be provided by the Orange County Library System. Marketing expenses may include print or digital outreach including social media.
- Venue rental
- Refreshments for attendees
- Supplemental activity supplies.

### Total Estimated Cost-Share\*

\$4,331.25

### Cost Share Detail\*

3,000 for meals ( 10.00 per person x 60 (participants) x5 sessions with food  
1331.25 Staff Support:

3 people (4 hours a week X 5 = 20 hours @ 17.75\$ an hour) = 1065.00 for set-up monitor, and break down  
266.65 1 person 15 hours @17.75 per hours for marketing support

Total 4,331.25

### Supporting Documents:

#### Supporting documents:

All applicants are **required** to upload a resume and letter of commitment from the program instructor. Additional support documents are not required but may enhance your application. These may include letters of support/commitment from community partners and examples of current literacy programs. Applicants may upload

two additional support documents that may be multiple pages each.  
**Files may not exceed 1mb each.**

**REQUIRED: Support Document One - Program Instructor Letter of Commitment and Resume\***

Shimkus 2022 Resume.docx.pdf

**OPTIONAL: Support Document Two**

Letter of Commitment.pdf

**OPTIONAL: Support Document Three**

TEFL.pdf

***Signature:***

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**IMPORTANT:** Before signing and submitting your final application, click on the "Application Packet" button at the top of the page. The packet will include your entire application with all uploaded documents. Review thoroughly and make any changes before clicking the "Submit Form" button. Once submitted you will no longer be able to make any changes. The Application Packet should be saved and kept by you as your official copy of the final application.

**Electronic Signature:\***

By entering your name below, you certify that the information contained in the application is true to the best of your knowledge and that any funds awarded as a result of this request will only be used for the purposes set forth herein.

## File Attachment Summary

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### *Applicant File Uploads*

- Shimkus 2022 Resume.docx.pdf
- Letter of Commitment.pdf
- TEFL.pdf

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** Community Sustainability

**TITLE:**

Resolution No. 55-2022 - Adopting the final assessment roll for non-ad valorem assessments levied for Chronic Nuisance Services and directing that such final assessment roll be certified to the Palm Beach County Tax Collector.

**SUMMARY:**

This resolution provides for the adoption of the final Chronic Nuisance Services Assessment Roll, which includes all costs for lot clearings board and secures, that remain delinquent and unpaid as of June 1, 2022 and to certify the final Chronic Nuisance Services Assessment Roll to the Tax Collector. Item is being brought back to the City Commission for reaffirmation due to advertising issues.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to the provisions of sections 12-38 through 12-42 of the Code of Ordinances (the "Lot Clearing Ordinance"), sections 2-75.2 through 2-75.2.7 of the Code of Ordinances (the "Board and Secure Ordinance"), and sections 9-2.2(a) through 9-2.2(t) of the Code of Ordinances (the "Unsafe Building Abatement Code"), the owners of certain parcels of real property were notified of the existence of a public nuisance on their respective properties, failed to abate such nuisances and failed to pay the City for the costs the City incurred in the abatement of the nuisances. In accordance with section 12-42, section 2-75.2.7, and 9-2.2(q), the costs incurred by the City to abate said nuisances were assessed against each property as special assessment liens, and these liens were documented by the City Commission through the adoption of resolutions acknowledging the same. The City has complied with the requirements of Chapter 2, Article XIX, Division 2 "Levy and Collection of Non-Ad Valorem Assessments" of the City's Code of Ordinances in order to include the special assessments for unpaid chronic nuisance services costs on the property tax bills to be issued in November, 2022. The City Commission adopted Resolution No. 37-2022 which directed the creation of the preliminary Chronic Nuisance Services Assessment Roll; scheduled the date, time, and place of the public hearing to receive and consider comments from the public and consider the adoption of the chronic nuisance service roll for 2022; and provided notice by publication and first-class mail to those property owners listed on the preliminary assessment roll. A public hearing was held, and Resolution No. 42-2022 was adopted by the City Commission on July 19, 2022, but the notice of public hearing was not published in time. Subsequently, notice was provided of the date, time, and place of the public hearing to be held on September 6, 2022, to receive and consider comments from the public and consider the adoption of the chronic nuisance service roll for 2022; and provided by publication and first-class mail to those property owners listed on the preliminary assessment roll. At the public hearing on September 6, 2022, the City Commission will receive any written objections to the assessment roll and shall hear testimony from all interested persons as required by section 197.3632, Florida Statutes, and, if appropriate, will adopt the final Chronic Nuisance Services Assessment Roll and direct the certification of the final roll to the Tax Collector. The adoption of the final roll shall constitute a legislative determination that all

assessed parcels of real property derive a special benefit from the nuisance violation abatement services provided by the City, and a legal determination that the assessments are fairly and reasonably apportioned to the properties.

Attached is the proposed Resolution No. 55-2022 adopting the final Chronic Nuisance Services Assessment Roll and directing staff to certify the roll to the Tax Collector in compliance with section 197.3632, Florida Statutes, and the City's Code of Ordinances.

The total amount at this time being assessed is roughly **\$23,864**. Of that amount, it is estimated that approximately 40% will be collected in FY 2022 and the remaining will be collected over the next three fiscal years. Many of the properties involved have absent owners and collection of the assessments may involve tax deed sales, which will delay collection.

Resolution No. 42-2022 - Adopting the final assessment roll for non-ad valorem assessments levied for Chronic Nuisance Services and directing that such final assessment roll be certified to the Palm Beach County Tax Collector previously was approved by the City Commission on July 19, 2022. The advertisement for the July 19, 2022 public hearing did not meet statutory requirements. A new public notice has been mailed and advertisement placed to meet the statutory requirements. The item here is to reaffirm the earlier approval granted in July.

**MOTION:**

Move to approve/disapprove Resolution No. 55-2022 - Adopting the final assessment roll for non-ad valorem assessments levied for Chronic Nuisance Services.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Resolution

Exhibit A – Affidavit Conforming Mailing of Notices

Exhibit B- Special Assessment roll for Lot clearing, board and secure



RESOLUTION NO. 55-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, RELATED TO THOSE NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED FOR THE COST OF PROVIDING LOT CLEARING, BOARDING AND SECURING, AND DEMOLITION SERVICES TO ELIMINATE NUISANCE CONDITIONS ON PRIVATE REAL PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY; APPROVING THE ASSESSMENT ROLL FOR FISCAL YEAR 2022 AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, by sections 2-221, 2-75.2.7, 12-55, and 9-2.2(q) of the Code of Ordinances, the City Commission of the City of Lake Worth Beach (the "City Commission"), declared that any chronic nuisance services costs, defined to include any nuisance violation abatement costs, including, but not limited to, lot clearing, board and secure, and demolition costs, that remain delinquent and unpaid as of June 1<sup>st</sup> of each year shall be a special assessment levied against the benefitted real property as a non-ad valorem assessment superior to all other private rights, interest, liens, encumbrances, titles and claims upon the benefitted real property and equal in rank and dignity with a lien for ad valorem taxes; and

WHEREAS, the City Commission adopted Resolution No. 49-2011 and Resolution No. 04-2016 regarding the City's intent to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for chronic nuisance services costs, including, but not limited to, lot clearing, board and secure, and demolition costs that remain unpaid; and

WHEREAS, section 2-222 of the City's Code of Ordinances provides that in order to include the special assessment for unpaid chronic nuisance services costs on the property tax bills to be issued in November, the Finance Director shall prepare a preliminary assessment roll; schedule the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Chronic Nuisance Services Assessment Roll for 2022; and provide notice by publication and first-class mail to those property owners listed on the preliminary assessment roll; and

WHEREAS, the City Commission adopted Resolution No. 37-2022 (the "Initial Assessment Resolution") which directed the creation of the proposed Assessment Roll and notice to assessed property owners; and

WHEREAS, the proposed Assessment Roll has been made available for inspection by the public; and

WHEREAS, Resolution No. 42-2022 was adopted at the July 19, 2022 City Commission meeting, but the notice of public hearing was not published in time; therefore this Resolution will be adopted with the proper notifications; and

WHEREAS, notice of the public hearing has been published as required by the terms of the ordinance; and

WHEREAS, notice of the public hearing was also mailed to each affected property owner as required by the ordinance, providing notice of an opportunity to be heard; and an affidavit of the mailing of such notice is attached hereto as “**Exhibit A**”; and

WHEREAS, a public hearing was held on September 6, 2022, and comments and objections of all interested persons wishing to comment were heard and have been considered.

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

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

**Section 2.** This resolution is adopted pursuant to the provisions of ch. 2, article XIX, division II of the Code of Ordinances, secs. 2-75.2.7, 12-55, and 9-2.2(q) of the Code of Ordinances, article 8, sec. 2(b) of the Florida Constitution, Section 166.021, Florida Statutes, Section 166.041, Florida Statutes, and Section 197.3632, Florida Statutes.

**Section 3.** Legislative Determinations. It is hereby ascertained and declared that the chronic nuisance services costs, which are defined to include all nuisance violation abatement costs, including but not limited to lot clearing, boarding and securing, and demolition (collectively and individually, the “Chronic Nuisance Services Costs”), provided a special benefit to each parcel assessed, based upon the following legislative determinations:

(A) It is hereby ascertained, determined, and declared that each assessed parcel has benefitted by the City’s provision of nuisance abatement services, including, but not limited to lot clearing, boarding and securing, and demolition, in an amount not less than the amount of the Chronic Nuisance Services Costs imposed against each parcel.

(B) It is fair and reasonable to assess the Chronic Nuisance Services Costs in the amounts actually expended by the City to benefit each assessed parcel.

**Section 4.** The proceeds of the Chronic Nuisance Services Costs are reimbursement to the City for funds previously expended to provide such services. A portion of the costs to continue to provide Chronic Nuisance Services may be funded from proceeds of the Chronic Nuisance Services Assessment. The remaining costs of providing Chronic Nuisance Services and related operating costs shall be funded by legally available City revenues other than Chronic Nuisance Services Assessment proceeds.

**Section 5.** The Chronic Nuisance Services Assessment Roll for collection on the November 2022 tax bill, attached as “**Exhibit B**,” is hereby approved and incorporated herein by this reference. The Chronic Nuisance Services Assessments in the amount set

forth in the Assessment Roll, as may be corrected and adjusted pursuant to the ordinance, are hereby levied and imposed on all parcels described in the Chronic Nuisance Services Assessment Roll.

**Section 6.** The Chronic Nuisance Services Assessment Roll shall constitute a lien upon the assessed parcels equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such liens shall be superior in dignity to all other liens, titles and claims, until paid.

**Section 7.** The Chronic Nuisance Services Assessments for November 2022 shall be collected and enforced pursuant to Sections 197.3632 and 197.3635, Florida Statutes.

**Section 8.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**Section 9.** If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application and to this end the provisions of this resolution are declared severable.

**Section 10.** This resolution shall take effect upon adoption.

The passage of this resolution was moved by Commissioner Malega, seconded by Vice Mayor McVoy, 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 resolution duly passed and adopted on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

Exhibit B

CASE #	OWNER	MAILING ADDRESS	MAILING CITY/STATE	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	INVOICE AMOUNT
19-2852	PADMA RENTAL HOLDINGS LLC	6412 MELALEUCA LN	LAKE WORTH FL 33463 3807	38-43-44-21-15-124-0040	TOWN OF LAKE WORTH LTS 4 & 5 BLK 124	410 N E ST	\$ 626.70
20-1686	APPRECIATE CHARITY INC	700 S DIXIE HWY	LAKE WORTH BEACH FL 33460 4951	38-43-44-21-15-223-0090	TOWN OF LAKE WORTH LT 9 (LESS E 2.25 FT & NELY TRGLR PAR US NO 1 R/W)	700 S DIXIE HWY	\$ 380.57
20-1582	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH, FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT OF LT 6 BLK 137	412 S B ST	\$ 258.57
20-1684	PIMIENTA JUAN C	933 KEYSTONE WAY	LAKE WORTH FL 33463 4278	38-43-44-21-15-281-0120	TOWN OF LAKE WORTH LTS 12 BLK 281	1015 S G ST	\$ 1,598.26
20-1326	DEALE WILLIAM R & WILLIAMS ICON HOMES & PROPERTIES	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	38-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$ 455.51
20-1846	BUYERS INVESTMENT GROUP LTD IN	6717 STONECREEK ST	GREENACRES, FL 334133408	38-43-44-15-07-000-8740	COLLEGE PARK ADD 1 LTS 874 & 875 E OF FED HWY	1902 N FEDERAL HWY	\$ 887.76
20-1176	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON, FL 33432	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & LT 10 BLK 118	420 N H ST	\$ 660.14
20-1808	1401 S C HOLDING LLC	4899 NW 6TH ST	DELRAY BEACH FL 33445 2107	38-43-44-21-15-082-0010	TOWN OF LAKE WORTH LT 1 BLK 82	302 N G ST	\$ 259.90
20-2135	PIMIENTA JUAN C	939 KEYSTONE WAY	LAKE WORTH FL 33463 4278	38-43-44-21-15-281-0120	TOWN OF LAKE WORTH LT 12 BLK 281	1015 S G ST	\$ 405.00
20-2108	WHITE SAND PROPERTY DEV LLC	3170 N FEDERAL HWY STE 100M	POMPANO BEACH FL 33064	38-43-44-27-01-024-0020	ADD 1 TO TOWN OF LAKE WORTH LT 2 BLK 24	826 S LAKESIDE DR	\$ 699.86
20-2563	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON, FL 33432	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & 10 BLK 118	420 N H ST	\$ 476.24
20-2613	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT OF LT 6 BLK 137	412 S B ST	\$ 380.32
20-2684	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0040	ADD 1 TO TOWN OF LAKE WORTH LT 4 BLK 26	920 S J ST	\$ 911.46
20-2684	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0051	LAKE WORTH TOWN OF ADD 1, LT 5 (LESS E 42.7 FT) BLK 26	912 S J ST	\$ 674.46
20-2561	DEALE WILLIAM R & WILLIAMS ICON HOMES & PROPERTIES	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	38-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$ 288.50
20-2562	1401 S C HOLDING LLC	4899 NW 6TH ST	DELRAY BEACH FL 33445 2107	38-43-44-21-15-082-0010	TOWN OF LAKE WORTH LT 1 BLK 82	302 N G ST	\$ 326.50
21-48	BARRIOS CARLOS	2520 IDA WAY	WEST PAM BEACH FL 33415	38-43-44-27-01-026-0052	LAKE WORTH TOWN OF ADD 1 E 42.7 FT OF LTS 5 & 6 BLK 26	914 S J ST	\$ 1,046.82
21-1239	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT F LT 6 BLK 137	412 S B ST	\$ 328.97
21-1161	DEALE WILLIAM R & WILLIAMS ICON HOMES & PROPERTIES	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	34-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$ 248.97
21-1656	APPRECIATE CHARITY INC	700 S DIXIE HWY	LAKE WORTH BEACH FL 33460 4951	38-43-44-21-15-223-0090	TOWN OF LAKE WORTH LT 9 (LESS E 2.25 FT & NELY TRGLR PAR US NO 1R/W) BLK 223	700 S DIXIE HWY	\$ 461.75
21-1542	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0051	LAKE WORTH TOWN OF ADD 1, LT 5 (LES E 42.7 FT)BLK 26	912 S J ST	\$ 423.50
21-1541	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0040	ADD 1 TO TOWN OF LAKE WORTH LT 4 BLK 26	920 S J ST	\$ 677.25

21-1689	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 32415 7402	38-43-44-27-01-026-0052	LAKE WORTH TOWN OF ADD 1, E 42.7 FT OF LTS 5 & 6 BLK 26	914 S J ST	\$ 369.50
21-1775	BUYERS INVESTMENT GROUP LTD INC	6717 STONECREEK ST	GREENACRES FL 33413 3408	38-43-44-15-07-000-8740	COLLEGE PARK ADD 1 LTS 874 & 875 E OF FED HWY	1902 N FEDERAL HWY	\$ 562.00
21-1790	MAESEL SHAWN R	105 PALMETTO PARK RD	BOCA RATON FL 33432 4801	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & 10 BLK 118	420 N H ST	\$ 409.50
21-1832	BOYER RUTH EST	201 S F ST	LAKE WORTH BEACH FL 33460 4014	38-43-44-21-15-077-0170	TOWN OF LAKE WORTH LT 17 BLK 77	201 S F ST	\$ 1,177.08
21-1829	KEIRN MICHAEL & SCARCELLA KEIRN ANNETTE	1420 HILLCREST DR	LAKE WORTH BEACH FL 33461	38-43-44-33-07-000-0150	LAKE OSBORNE MANOR LT 15	1420 HILLCREST DR	\$ 290.00
21-2037	PIMIENTA JUAN C	939 KEYSTONE WAY	LAKE WORTH FL 33463 4278	38-43-44-21-15-281-0120	TOWN OF LAKE WORTH LT 12 BLK 281	1015 S G ST	\$ 750.68
21-1999	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT F LT 6 BLK 137	412 S B ST	\$ 784.06
21-2470	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON, FL 33432	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & 10 BLK 118	420 N H ST	\$ 594.81
21-1791	1401 S C HOLDING LLC	4899 NW 6TH ST	DELRAY BEACH FL 33445 2107	38-43-44-21-15-082-0010	TOWN OF LAKE WORTH LT 1 BLK 82	302 N G ST	\$ 308.56
21-2039	MEZUZA LLC	PO BOX 6532	DELRAY BEACH FL 33482 6532	38-43-44-27-01-045-0160	ADD 1 TO TOWN OF LAKE WORTH LT 16 BLK 45	1131 S L ST	\$ 1,094.92
21-2611	BOYER RUTH EST	201 S F ST	LAKE WORTH BEACH FL 33460 4014	38-43-44-21-15-077-0170	TOWN OF LAKE WORTH LT 17 BLK 77	201 S F ST	\$ 411.42
							\$ 19,229.54

CASE #	OWNER	MAILING ADDRESS	MAILING CITY/STATE	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	INVOICE AMOUNT
19-3245	PADMA RENTAL HOLDINGS LLC	6412 MELALEUCA LN	LAKE WORTH FL 33463 3807	38-43-44-21-15-124-0040	TOWN OF LAKE WORTH LTS 4 75 BLK 124	410 N E ST	\$2,710.90
20-1890	KIERN MICHAEL & SCARCELLA KEIRN ANNETTE	1420 HILLCREST DR	LAKE WORTH BEACH FL 33461	38-43-44-33-07-000-0150	LAKE OSBORNE MANOR LT 15	1420 HILLCREST DR	\$1,923.34

TOTAL \$ 23,863.78

**AFFIDAVIT CONFIRMING MAILING OF NOTICES**

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

I, Lucy Younan, being duly sworn, depose and say that:

1. I am the Budget Manager for the City of Lake Worth Beach.
2. I prepared the notices required pursuant to subsection 197.3632(4), Florida Statutes, for each effected property owner listed on the preliminary Chronic Nuisance Service Assessment Roll that was attached to Resolution Number 37-2022 - directing the development of a preliminary assessment roll for non-ad valorem assessments for lot clearing and boarding and securing costs. The notices included all information required by subsection 197.3632(4) and the City's Code of Ordinances. I have personal knowledge that these notices were mailed by first-class U.S. Mail twenty (20) or more days prior to the September 6, 2022, public hearing scheduled before the City Commission, as required by law.

**I understand that I am swearing or affirming under oath to the truthfulness of the claims made above.**

  
Signature

8/11/22  
Date

The foregoing instrument was acknowledged before me this 11 day of August, 2022, by Lucy Younan. He is personally known to me or has produced \_\_\_\_\_ as identification.

  
Notary Public, State of Florida  
My Commission Expires:



Sharon Gostnell  
Notary Public  
State of Florida  
Comm# HH134596  
Expires 8/27/2025

CASE #	OWNER	MAILING ADDRESS	MAILING CITY/STATE	PCN	LEGAL DESCRIPTION	PROPERTY ADDRESS	INVOICE AMOUNT
19-2852	PADMA RENTAL HOLDINGS LLC	6412 MELALEUCA LN	LAKE WORTH FL 33463 3807	38-43-44-21-15-124-0040	TOWN OF LAKE WORTH LTS 4 & 5 BLK 124	410 N E ST	\$ 626.70
20-1686	APPRECIATE CHARITY INC	700 S DIXIE HWY	LAKE WORTH BEACH FL 33460 4951	38-43-44-21-15-223-0090	TOWN OF LAKE WORTH LT 9 (LESS E 2.25 FT & NELY TRGLR PAR US NO 1 R/W)	700 S DIXIE HWY	\$ 380.57
20-1582	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH, FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT OF LT 6 BLK 137	412 S B ST	\$ 258.57
20-1684	PIMIANTA JUAN C	933 KEYSTONE WAY	LAKE WORTH FL 33463 4278	38-43-44-21-15-281-0120	TOWN OF LAKE WORTH LTS 12 BLK 281	1015 S G ST	\$ 1,598.26
20-1326	DEALE WILLIAM R & WILLIAMS ICON HOMES & PROPERTIES	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	38-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$ 455.51
20-1846	BUYERS INVESTMENT GROUP LTD IN	6717 STONECREEK ST	GREENACRES, FL 334133408	38-43-44-15-07-000-8740	COLLEGE PARK ADD 1 LTS 874 & 875 E OF FED HWY	1902 N FEDERAL HWY	\$ 887.76
20-1176	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON, FL 33432	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & LT 10 BLK 118	420 N H ST	\$ 660.14
20-1808	1401 S C HOLDING LLC	4899 NW 6TH ST	DELRAY BEACH FL 33445 2107	38-43-44-21-15-082-0010	TOWN OF LAKE WORTH LT 1 BLK 82	302 N G ST	\$ 259.90
20-2135	PIMIANTA JUAN C	939 KEYSTONE WAY	LAKE WORTH FL 33463 4278	38-43-44-21-15-281-0120	TOWN OF LAKE WORTH LT 12 BLK 281	1015 S G ST	\$ 405.00
20-2108	WHITE SAND PROPERTY DEV LLC	3170 N FEDERAL HWY STE 100M	POMPANO BEACH FL 33064	38-43-44-27-01-024-0020	ADD 1 TO TOWN OF LAKE WORTH LT 2 BLK 24	826 S LAKESIDE DR	\$ 699.86
20-2563	MAESEL SHAWN R	105 E PALMETTO PARK RD	BOCA RATON, FL 33432	38-43-44-21-15-118-0091	TON OF LAKE WORTH N 1/2 OF LT 9 & 10 BLK 118	420 N H ST	\$ 476.24
20-2613	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT OF LT 6 BLK 137	412 S B ST	\$ 380.32
20-2684	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0040	ADD 1 TO TOWN OF LAKE WORTH LT 4 BLK 26	920 S J ST	\$ 911.46
20-2684	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0051	LAKE WORTH TOWN OF ADD 1, LT 5 (LESS E 42.7 FT) BLK 26	912 S J ST	\$ 674.46
20-2561	DEALE WILLIAM R & WILLIAMS ICON HOMES & PROPERTIES	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	38-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$ 288.50
20-2562	1401 S C HOLDING LLC	4899 NW 6TH ST	DELRAY BEACH FL 33445 2107	38-43-44-21-15-082-0010	TOWN OF LAKE WORTH LT 1 BLK 82	302 N G ST	\$ 326.50
21-48	BARRIOS CARLOS	2520 IDA WAY	WEST PAM BEACH FL 33415	38-43-44-27-01-026-0052	LAKE WORTH TOWN OF ADD 1 E 42.7 FT OF LTS 5 & 6 BLK 26	914 S J ST	\$ 1,046.82
21-1239	JOHNSON BRUCE	412 S B ST	LAKE WORTH BEACH FL 33460	38-43-44-21-15-137-0061	TOWN OF LAKE WORTH N 25 FT F LT 6 BLK 137	412 S B ST	\$ 328.97
21-1161	DEALE WILLIAM R & WILLIAMS ICON HOMES &	1616 CAMERON LANDING DR	STOCKBRIDGE GA 30281 6863	34-43-44-21-15-082-0312	TOWN OF LAKE WORTH W 45 FT OF LTS 31 & 32 BLK 82	1006 3RD AVE N	\$ 248.97
21-1656	APPRECIATE CHARITY INC	700 S DIXIE HWY	LAKE WORTH BEACH FL 33460 4951	38-43-44-21-15-223-0090	TOWN OF LAKE WORTH LT 9 (LESS E2.25 FT & NELY TRGLR PAR US NO 1R/W) BLK 223	700 S DIXIE HWY	\$ 461.75
21-1542	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0051	LAKE WORTH TOWN OF ADD 1, LT 5 (LES E 42.7 FT)BLK 26	912 S J ST	\$ 423.50
21-1541	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 33415 7402	38-43-44-27-01-026-0040	ADD 1 TO TOWN OF LAKE WORTH LT 4 BLK 26	920 S J ST	\$ 677.25

21-1689	BARRIOS CARLOS	2520 IDA WAY	WEST PALM BEACH FL 32415 7402	38-43-44-27-01-026-0052	LAKE WORTH TOWN OF ADD 1, E 42.7 FT OF LTS 5 & 6 BLK 26	914 S J ST	\$ 369.50
21-1775	BUYERS INVESTMENT GROUP LTD INC	6717 STONECREEK ST	GREENACRES FL 33413 3408	38-43-44-15-07-000-8740	COLLEGE PARK ADD 1 LTS 874 & 875 E OF FED HWY	1902 N FEDERAL HWY	\$ 562.00
21-1790	MAESEL SHAWN R	105 PALMETTO PARK RD	BOCA RATON FL 33432 4801	38-43-44-21-15-118-0091	TOWN OF LAKE WORTH N 1/2 OF LT 9 & 10 BLK 118	420 N H ST	\$ 409.50
21-1832	BOYER RUTH EST	201 S F ST	LAKE WORTH BEACH FL 33460 4014	38-43-44-21-15-077-0170	TOWN OF LAKE WORTH LT 17 BLK 77	201 S F ST	\$ 1,177.08
21-1829	KEIRN MICHAEL & SCARCELLA KEIRN ANNETTE	1420 HILLCREST DR	LAKE WORTH BEACH FL 33461	38-43-44-33-07-000-0150	LAKE OSBORNE MANOR LT 15	1420 HILLCREST DR	\$ 290.00
21-2037	PIMIENTA JUAN C	939 KEYSTONE WAY	LAKE WORTH FL 33463 4278	38-43-44-21-15-281-0120	TOWN OF LAKE WORTH LT 12 BLK 281	1015 S G ST	\$ 750.68
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21-2611	BOYER RUTH EST	201 S F ST	LAKE WORTH BEACH FL 33460 4014	38-43-44-21-15-077-0170	TOWN OF LAKE WORTH LT 17 BLK 77	201 S F ST	\$ 411.42
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20-1890	KIERN MICHAEL & SCARCELLA KEIRN ANNETTE	1420 HILLCREST DR	LAKE WORTH BEACH FL 33461	38-43-44-33-07-000-0150	LAKE OSBORNE MANOR LT 15	1420 HILLCREST DR	\$1,923.34

TOTAL \$ 23,863.78

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** Public Works

**TITLE:**

Resolution No. 63-2022 – approval to submit an application to the Florida Department of Transportation (FDOT) for lane repurposing on US-1/Dixie Highway

**SUMMARY:**

Following the Transportation Planning Agency's US-1/Federal Highway Multimodal Corridor Study and Lake Worth Beach's US-1/Dixie Highway Complete Streets Study, staff is seeking approval to submit an application to the Florida Department of Transportation (FDOT) for lane repurposing on US-1/Dixie Highway.

**BACKGROUND AND JUSTIFICATION:**

The City began a multimodal study back in 2017 that illustrates Dixie Highway throughout the Lake Worth Beach corridor provides multiple opportunity zones for lane repurposing/elimination. The following year in May of 2018, the Transportation Planning Agency (TPA) adopted the US-1 Multimodal Corridor Study encompassing approximately 42 miles of US-1/Federal Highway in Palm Beach County from Camino Real in Boca Raton to Indiantown Road in Jupiter.

Back in 2020 at the February 18<sup>th</sup> Commission meeting, an agenda item was approved to move forward with the FDOT approved traffic study component of the process to be performed by Kimley-Horn. Several of these studies have taken place in Broward County as well as North Palm Beach, Boca Raton, and Delray Beach (already implemented theirs). This study was jointly funded by the City (\$45k), the CRA (\$25k), and the TPA (\$50k). In addition, at the June 1<sup>st</sup>, 2021 Commission meeting, staff received direction to proceed with the traffic study process and begin coordination with FDOT to further illustrate the impacts of lane repurposing on current and future vehicle congestion.

Staff is currently seeking approval to proceed to the application process with FDOT.

**MOTION:**

Move to approve/disapprove Resolution 63-2022 authorizing the City to submit an application to the Florida Department of Transportation for lane repurposing on US-1/Dixie Highway.

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A  
Resolution No. 63-2022  
US-1/Dixie Highway LWB Complete Streets Report  
TPA US-1 Multimodal Corridor Study

RESOLUTION NO. 63-2022 -- A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, FLORIDA SUPPORTING THE RECOMMENDATIONS OF THE US-1/FEDERAL HIGHWAY MULTIMODAL CORRIDOR STUDY COMPLETED AND ADOPTED BY THE PALM BEACH COUNTY TRANSPORTION PLANNING AGENCY AND THE US-1 LAKE WORTH BEACH COMPLETE STREETS STUDY SUPPORTED BY THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY AND PALM BEACH COUNTY TRANSPORTATION PLANNING AGENCY, INCLUDING THE REDUCTION OF THE NUMBER OF LANES, AND AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE LANE REPURPOSING ON US-1/DIXIE HIGHWAY BETWEEN SR-5/FEDERAL HIGHWAY AND THE C-51 CANAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE

**WHEREAS**, US-1/Dixie Highway is a right-of-way under the jurisdiction of the Florida Department of Transportation (FDOT); and

**WHEREAS**, the Palm Beach County Transportation Planning Agency (TPA) adopted the US-1 Multimodal Corridor Study in May 2018 encompassing approximately 42 miles of US-1/Federal Highway in Palm Beach County from Camino Real in the City of Boca Raton to Indiantown Road in the Town of Jupiter; and

**WHEREAS**, the US-1 Multimodal Corridor Study includes a comprehensive plan to implement multimodal facilities to improve bicycle and pedestrian facilities and public transit, through the use of complete street concepts; and

**WHEREAS**, the US-1 Lake Worth Beach Complete Streets Study further builds on the US-1 Multimodal Corridor Study and the implementation of the complete street concepts for US-1/Dixie Highway between SR-5/Federal Highway and the C-51 Canal will require a reduction in the number of traffic lanes in particular areas along the corridor to allow for elements which will benefit the safety and welfare of the public by enhancing pedestrian and bicycle safety; and

**WHEREAS**, the City supports the recommendations of the US-1 Multimodal Corridor Study, including the enhancement of US-1/Dixie Highway from SR-5/Federal Highway and the C-51 Canal through the use of the FDOT complete street concepts, and reduction of the number of traffic lanes in particular areas; and

**WHEREAS**, the reduction in traffic lanes on US-1/Dixie Highway from SR-5/Federal Highway and the C-51 Canal will require the submission of a lane elimination application by the City to the Florida Department of Transportation.

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

Section 1: The City Commission hereby supports the recommendations of the US-1 Multimodal Corridor Study completed and adopted by the TPA, including the repurposing of traffic lanes in particular areas along US-1/Dixie Highway.

Section 2: The City Commission hereby authorizes the City's submission of a lane elimination application to the Florida Department of Transportation to repurpose traffic lanes in particular locations on US-1/Dixie Highway from SR-5/Federal Highway to the C-51 Canal.

Section 3: If any section, subsection, clause or provision of this resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 4: This resolution shall become effective immediately upon its adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the 6<sup>th</sup> day of September, 2022.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



# **US-1 Lake Worth Beach Complete Streets Study**

## Lake Worth Beach, Florida

*Lane Repurposing Traffic Analysis  
for Submittal to the  
Florida Department of Transportation*

**Kimley»»Horn**

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May 2022  
040416210

*Lane Repurposing Traffic Analysis  
for Submittal to the  
Florida Department of Transportation*

**Concept Report**

**US-1 Lake Worth Beach Complete Streets Study**

*Prepared for:*

Palm Beach Transportation Planning Agency (TPA)  
City of Lake Worth Beach

*Prepared by:*

Kimley-Horn and Associates, Inc.



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May 2022

040416210

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## EXECUTIVE SUMMARY

The City of Lake Worth Beach, the Lake Worth Beach Community Redevelopment Agency (CRA), and the Palm Beach Transportation Planning Agency (TPA) desire to proceed with the recommendations of the US-1 Multimodal Corridor Study along US-1/Dixie Highway. The US-1 Multimodal Corridor Study is a 42-mile collaborative plan that established the need for new enhanced bus transit service as well as facilities to improve pedestrian and bicycle safety and connectivity along the US-1 corridor in Palm Beach County. The purpose of the study was to identify safety improvements to implement within the Florida Department of Transportation (FDOT) right-of-way and evaluate the potential for premium express bus service from Boca Raton to Jupiter. The US-1 Multimodal Corridor Study was adopted by the TPA Governing Board in May 2018.

The US-1 Multimodal Corridor Study found that US-1 in Lake Worth Beach suffers the worst vulnerable user safety outcomes of the entire study corridor, as measured by injuries and fatalities per mile. The Palm Beach TPA Vision Zero Action Plan identified the downtown Lake Worth Beach area as a Bicycle Fatal and Serious Injury High Crash Location.

Currently, US-1/Dixie Highway is generally a 4-lane undivided (4LU) roadway in 60 feet of right-of-way between SR-5/Federal Highway and south of the West Palm Beach (WPB) canal bridge. The existing posted speed limit is 35 miles per hour (mph). The intent of this study is to assess the impact of repurposing one (1) northbound and one (1) southbound lane on US-1/Dixie Highway from SR-5/Federal Highway to south of the WPB canal bridge.

US-1/Dixie Highway between SR-5/Federal Highway to south of the WPB canal bridge currently has 6-foot sidewalks along the east and west sides of the roadway with no separation between the sidewalk and the 2-foot Type F curb-and-gutter. There are no bicycle facilities present along the corridor. The proposed typical section after lane repurposing includes one (1) northbound travel lane, one (1) southbound travel lane, one (1) center two-way left-turn lane. A range of multimodal facilities are under consideration for implementation including conventional bicycle lanes, wider sidewalks, and on street parking.

The forecasted annual traffic growth rate throughout the 2045 future year conditions was determined to be 0.74 percent (0.74%) for the study segments and intersections along US-1/Dixie Highway, 0.50 percent (0.50%) for the study segments and intersections along SR-5/Federal Highway, and 1.26 percent (1.26%) for the study segment along A Street. The growth rates were determined based upon historical growth trends at nearby FDOT traffic count stations, volume comparisons from the Florida Standard Urban Transportation Model Structure (FSUTMS) Southeast Florida Regional Planning Model (SERPM), and historical growth trends plus 2045 model data.

A diversion analysis was conducted using SERPM 8.512 to compare the “build” future year 2045 conditions with lane repurposing in place to the “no-build” future year and 2045 conditions. The results show that approximately 5,900 daily trips are expected to divert from US-1/Dixie Highway to other routes in the year 2045, which corresponds to roughly 27 percent (27%) of the future 2045 “no-build” traffic volumes. A proportional diversion of 27 percent (27%) was also applied to the short-term 2025 volumes to account for trip diversion in all future “build” analysis conditions.

The roadway segment analyses found that US-1/Dixie Highway will operate within the guidance provided by Federal Highway Administration (FHWA) if the lane repurposing is implemented (project build conditions). Although there is an expected increase in traffic volumes along SR-5/Federal Highway from motorists choosing to divert, the roadway segment analyses indicates that SR-5/Federal Highway has enough capacity to handle the diverted trips within acceptable conditions under all analysis time periods.

The peak period intersection capacity analyses show the study intersections are expected to operate at LOS D or better during the A.M. and P.M. peak hours under all project build analysis conditions with the exception of the following:

- The intersection of US-1/Dixie Highway and 12<sup>th</sup> Avenue South is expected to operate at LOS F under 2045 future no-build and build conditions during the P.M. peak hour. Please note that this intersection already has only one (1) northbound through lane in the no-

build condition; therefore, it essentially operates as a partial test-case for lane repurposing in the corridor. This intersection is expected to operate at an acceptable LOS E under the short-term build conditions, indicating that traffic growth forecasts beyond the short-term are triggering the LOS F result under 2045 conditions.

- The signalized intersection of US-1/Dixie Highway and 6<sup>th</sup> Avenue South is expected to operate at LOS F under 2025 short-term build conditions and 2045 future build conditions during the P.M. peak hour. Traffic mitigation for this condition could include creating dedicated northbound and southbound right-turn lanes.
- The signalized intersection of US-1/Dixie Highway and 10<sup>th</sup> Avenue North is expected to operate at LOS F under 2025 short-term build conditions and 2045 future build conditions during the A.M. peak hour. Traffic mitigation for this condition could include creating dedicated northbound and southbound right-turn lanes.
- The signalized intersection of SR-5/Federal Highway and SR-802/Lucerne Avenue is expected to operate at LOS F under 2045 future build conditions during the P.M. peak hour, although it is expected to operate at an acceptable LOS in the short-term build conditions. This intersection is not on the project corridor but is on a diversion route as indicated by the SERPM diversion analysis. The project partners are considering capacity enhancements that could mitigate the condition.

Due to right-of-way constraints, the only reasonable implementation strategy for providing bicycle facilities on US-1 is lane repurposing. Four-lane to three-lane repurposing projects have been shown to have positive safety results for all users in academic before-and-after studies. Reducing fatalities, including pedestrian fatalities, is critical for the project corridor. Three-lane typical sections can accommodate safe marked pedestrian crosswalks by providing space for periodic median refuge crossings and reducing the crossing task to one lane/one direction at a time, thus eliminating the multiple threat crash scenario. Traffic is expected to operate within the guidance provided by FHWA for 4L to 3L lane repurposing projects.

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APPENDIX F:	Travel Time Analysis Worksheets
APPENDIX G:	Crash Data Analysis

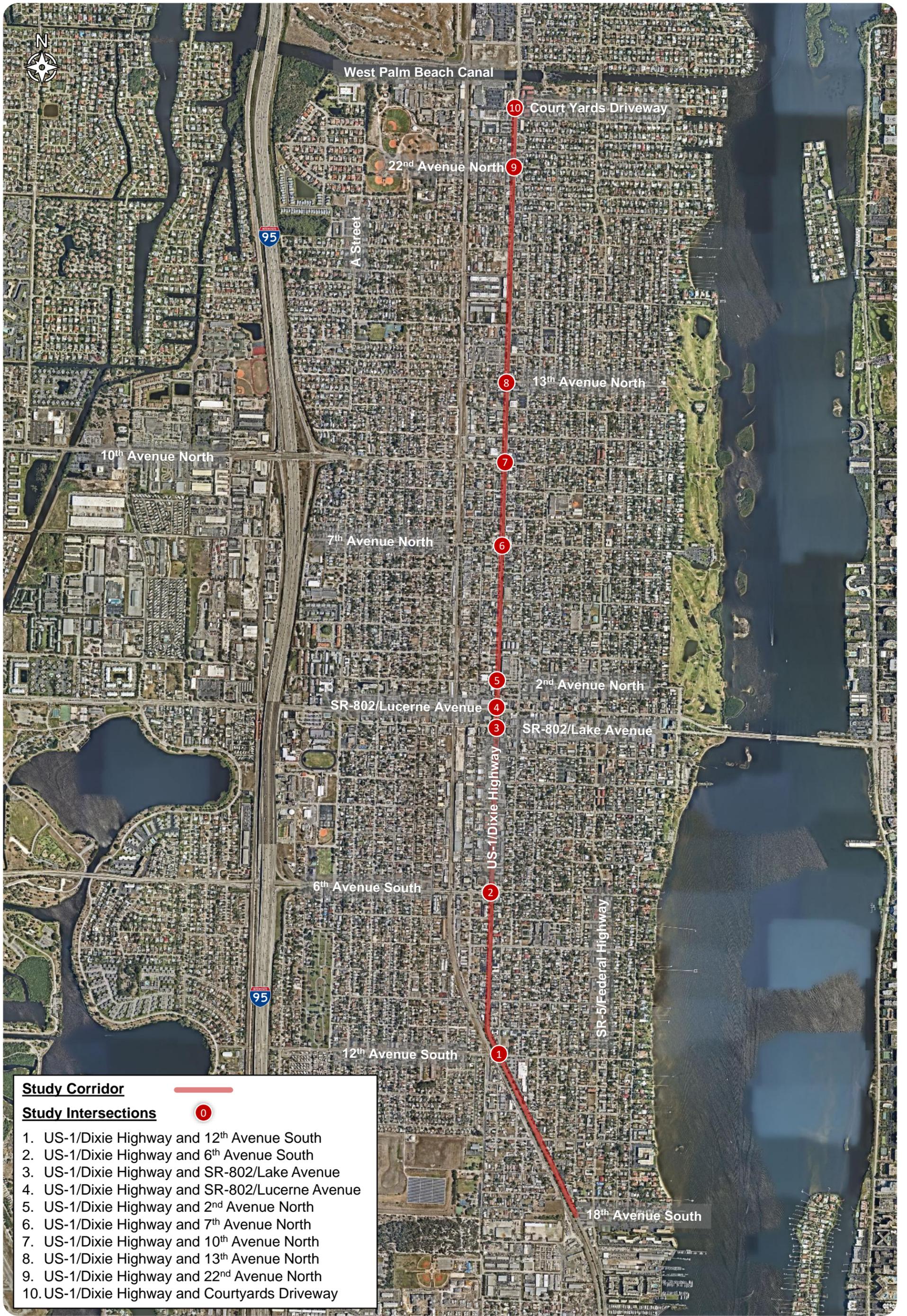
## INTRODUCTION

Kimley-Horn and Associates, Inc. was retained by the Palm Beach Transportation Planning Agency (TPA), City of Lake Worth Beach, and the Lake Worth Beach Community Redevelopment Agency (CRA) to conduct a traffic impact analysis and evaluate the feasibility of the proposed lane repurposing strategy for US-1/Dixie Highway between SR-5/Federal Highway and south of the WPB canal bridge, as shown in Figure 1. The study corridor was identified in the US-1 Multimodal Corridor Study, adopted by the Palm Beach TPA Governing Board in May 2018. The intent of this traffic analysis is to assess the impact of repurposing one (1) northbound and one (1) southbound lane on US-1/Dixie Highway between SR-5/Federal Highway and south of the WPB canal bridge. The study also assesses the potential diversion impact on adjacent arterial roadways, particularly SR-5/Federal Highway.

Currently US-1/Dixie Highway is generally a 4-lane undivided (4LU) roadway between SR-5/Federal Highway and south of the WPB canal bridge. The study corridor currently has approximately 6-foot sidewalks with a 2-foot curb-and-gutter along the east and west sides of the roadway. There currently is no separation between the sidewalk and the roadway curb-and-gutter in the typical section. There are no bicycle facilities present along the corridor. The existing posted speed limit is 35 miles per hour (mph).

The proposed typical section after lane repurposing includes one (1) northbound travel lane, one (1) southbound travel lane, one (1) center two-way left-turn lane.

The purpose of this concept report traffic study is to provide a detailed evaluation of the proposed 3.5-mile US-1/Dixie Highway lane repurposing between SR-5/Federal Highway and south of the WPB canal bridge. The report summarizes the data collection, existing traffic, future growth rate analyses, roadway segment analyses, intersection capacity analyses, travel time analyses, diversion analyses, multimodal analyses, crash analyses, and qualitative analyses.



**Study Corridor**

**Study Intersections**

1. US-1/Dixie Highway and 12<sup>th</sup> Avenue South
2. US-1/Dixie Highway and 6<sup>th</sup> Avenue South
3. US-1/Dixie Highway and SR-802/Lake Avenue
4. US-1/Dixie Highway and SR-802/Lucerne Avenue
5. US-1/Dixie Highway and 2<sup>nd</sup> Avenue North
6. US-1/Dixie Highway and 7<sup>th</sup> Avenue North
7. US-1/Dixie Highway and 10<sup>th</sup> Avenue North
8. US-1/Dixie Highway and 13<sup>th</sup> Avenue North
9. US-1/Dixie Highway and 22<sup>nd</sup> Avenue North
10. US-1/Dixie Highway and Courtyards Driveway

## PURPOSE AND NEED

The US-1 Lake Worth Beach Complete Streets Traffic Study is built on the foundation of the TPA's US-1 Multimodal Corridor Study, which identified the need for new enhanced bus transit service and continuous bicycle and pedestrian facilities along the corridor. Public outreach was conducted over a 6-month period across 14 communities within the limits of the study corridor, including the City of Lake Worth Beach. Public outreach included workshops, open studio charrettes, stakeholder interviews, website, social media, and an online comment map. The Lake Worth Beach City Commission has received regular updates on this project and approved proceeding with the concept report traffic study.

The US-1 Multimodal Corridor Study consisted of a Health Impact Assessment (HIA), a Transit Assessment, and a Roadway Assessment. Complete Streets and Enhanced Transit help address a number of health concerns including obesity, access to health care and healthy food, and bicycle and pedestrian crash rates. Lake Worth Beach was identified as having several vulnerable populations with a depression rate of 18.7 percent (18.7%), an obesity rate of 31.1 percent (31.1%) and a bicycle/pedestrian injury + fatality per mile rate of 3.8.

The US-1 Multimodal Corridor Study found that US-1 in Lake Worth Beach suffers the worst vulnerable user safety outcomes of the entire study corridor, as measured by injuries and fatalities per mile. The Palm Beach TPA Vision Zero Action Plan identified the downtown Lake Worth area as a Bicycle Fatal and Serious Injury High Crash Location. However, US-1 in Lake Worth Beach currently lacks bicycle facilities, which makes it substandard for its Context Classification (C4) according to the FDOT Design Manual (FDM) Chapter 223. Due to right-of-way constraints, the only reasonable implementation strategy for providing bicycle facilities on US-1 is lane repurposing.

The US-1 Multimodal Corridor Study was approved by the TPA Governing Board in May 2018.

US-1 connects to a vibrant, walkable downtown in Lake Worth Beach along Lake and Lucerne Avenues that offers a mix of unique shops, restaurants, art galleries, and cultural buildings.

Creating a more walkable, bikeable, transit-oriented US-1 will encourage better connectivity to downtown and create a more consistent theme along the City's north/south main street.

The US-1 corridor is racially and ethnically diverse. Understanding the population demographics encourages planning and design alternatives that consider impacts and benefits to populations that have historically been disadvantaged or underserved. Census blocks along US-1 in Lake Worth Beach exhibit some of the highest concentrations of non-White ethnicities along the entire US-1 corridor, with some census blocks showing more than 76 percent (76%) racial and ethnic minorities.

Furthermore, the US-1 corridor in Lake Worth Beach is home to many residents that have limited mobility choices. Transit-dependent populations often include people that live below the poverty line and those that do not have access to a vehicle. Given the employment barriers for those unable to drive, poverty plays an intricate role in reliance on transit. In the US-1 study corridor, approximately 33 percent (33%) of low-income African Americans, 25 percent (25%) of low-income Latinos, and 12 percent (12%) of low-income Whites lack automobile access. The portion of the population that lacks access to a vehicle along the US-1 corridor in Lake Worth Beach is among the highest in Palm Beach County, exceeding 1.0 households per acre lacking automobile access.

Many areas along the US-1 study corridor experience adverse educational outcomes. Lake Worth Beach exhibits a large percentage of residents over the age of 25 without a high school degree. These populations also have a high number of households without access to a vehicle. In a similar way that Enhanced Transit and Complete Streets infrastructure improves access to employment, it also improves access to educational opportunities for those without access to a personal vehicle.

The documented vulnerable user safety dangers and demographic realities along US-1/Dixie Highway within the City of Lake Worth Beach increase the urgency to address pedestrian, bicyclist, and transit needs. The recommendations for the US-1 study corridor within Lake

Worth Beach include a 3.5-mile lane repurposing, which proposes to repurpose travel lanes from a 4-lane roadway to a 3-lane roadway on US-1. A range of multimodal facilities are under consideration for implementation with the proposed lane repurposing including conventional and buffered bicycle lanes, wider sidewalks, street trees, and on-street parking. The recommendations support a transit-oriented environment that will facilitate the proposed US-1 premium transit service called the Palm Tran Express (PTX).

According to the Federal Highway Administration (FHWA), a 4-lane to 3-lane repurposing is expected to improve safety outcomes for all users. Relevant crash modifications factors (CMFs) with 3-star and above quality ratings show positive safety results.

- » Converting four-lane roadways to three lane-roadways with center turn lane
  - CMF = 0.53 (5-star quality rating) all crash types and crash severities
    - Persaud et al (2010)
- » Converting four-lane roadways to two-lane roadways plus turning lane
  - CMF = 0.56 (3-star quality rating) all crash types and crash severities on Principal Arterial roadways in Florida
    - Abdel-Aty et al (2014)

## EXISTING TRAFFIC

Daily traffic counts obtained from the FDOT's *Florida Traffic Online* database were gathered for count stations along the study corridor and surrounding corridors that may be impacted by the lane repurposing. Note that as a result of atypical traffic conditions due to the COVID-19 pandemic, data from the year 2020 were not considered in the analysis. Therefore, the following count sites were examined using 2019 data:

- FDOT Count Station #930668: SR-805/Dixie Highway, south of 12<sup>th</sup> Avenue South
- FDOT Count Station #935061: SR-805/Dixie Highway, south of SR-802/Lake Avenue
- FDOT Count Station #935063: SR-805/Dixie Highway, north of SR-802/Lucerne Avenue
- FDOT Count Station #935065: SR 805/Dixie Highway, north of 10<sup>th</sup> Avenue North
- FDOT Count Station #930111: SR-805/Dixie Highway, on the WPB Canal Bridge
- FDOT Count Station #930221: SR 5/Federal Highway, south of SR-802/Lake Avenue
- FDOT Count Station #935056: SR-5/Federal Highway, north of SR-802/Lucerne Avenue
- FDOT Count Station #930110: SR-5, on the WPB Canal Bridge

A.M. peak hour and P.M. peak hour turning movement counts were obtained from the Palm Beach County Traffic Division's *Historical Intersection Turning Movement Counts* for dates ranging between the years 2016 and 2021. The most recent data was gathered for each study area intersection. Note that counts collected during the year 2021 were used if no other counts are available for the previous years. The following intersection data was gathered:

- US-1/Dixie Highway and SR-5/Federal Highway
- US-1/Dixie Highway and 12<sup>th</sup> Avenue South
- US-1/Dixie Highway and 6<sup>th</sup> Avenue South
- US-1/Dixie Highway and SR-802/Lake Avenue
- US-1/Dixie Highway and SR-802/Lucerne Avenue
- US-1/Dixie Highway and 2<sup>nd</sup> Avenue North
- US-1/Dixie Highway and 7<sup>th</sup> Avenue North
- US-1/Dixie Highway and 10<sup>th</sup> Avenue North

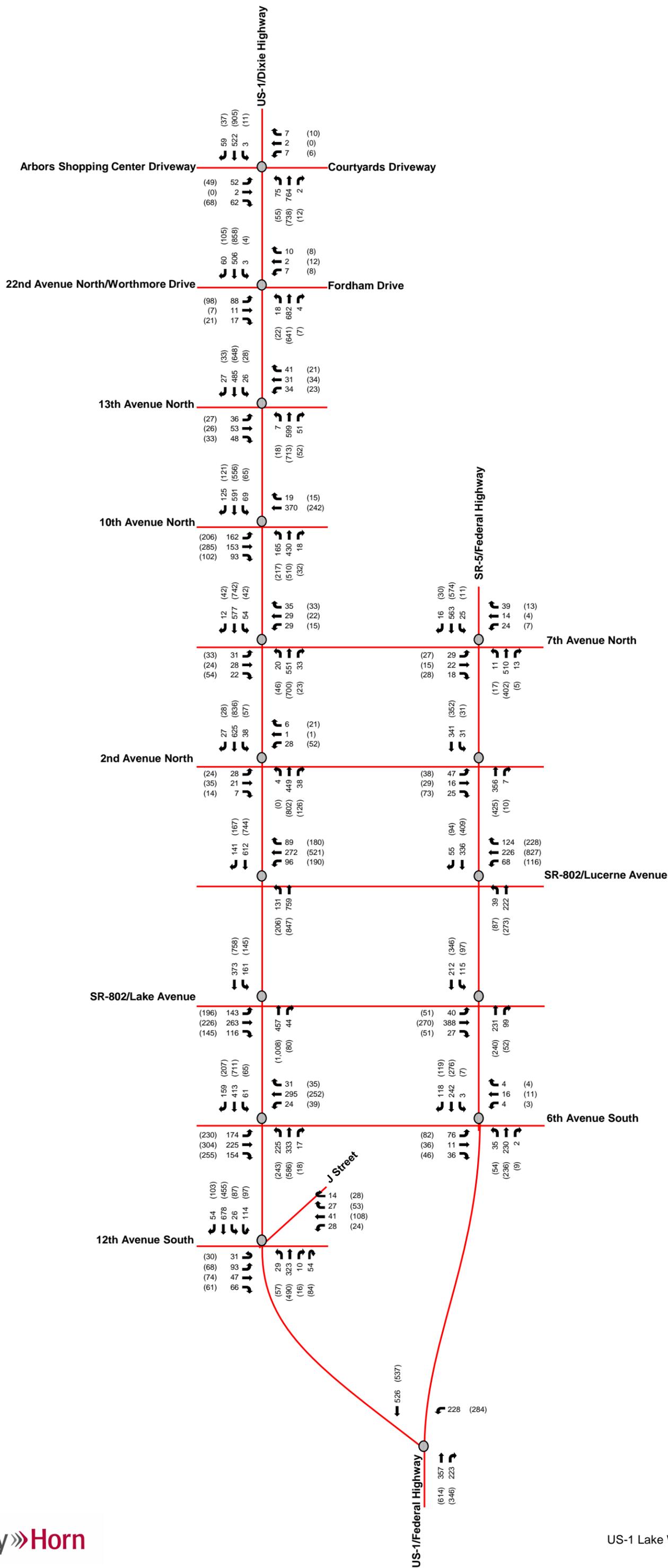
- US-1/Dixie Highway and 13<sup>th</sup> Avenue North
- US-1/Dixie Highway and 22<sup>nd</sup> Avenue North/Worthmore Drive/Fordham Drive
- US-1/Dixie Highway and Arbors Shopping Center Driveway/Courtyards Driveway
- SR-5/Federal Highway and 6<sup>th</sup> Avenue South
- SR-5/Federal Highway and Lake Avenue
- SR-5/Federal Highway and Lucerne Avenue
- SR-5/Federal Highway and 2<sup>nd</sup> Avenue North
- SR-5/Federal Highway and 7<sup>th</sup> Avenue North

The appropriate FDOT peak season conversion factor was applied to each intersection based on the date of data collection. Signal timing information was obtained from the Palm Beach County Traffic Engineering Division for all study area signalized intersections. The FDOT count station data, turning movement counts, FDOT peak season factor category report, and signal timing data are included in Appendix A. Figure 2 presents the existing turning movement volumes at the study intersections during the weekday A.M. and P.M. peak hours. Figure 3 summarizes existing lane configuration for the study intersections.



NOT TO SCALE

- Legend**
-  Study Roadway
  -  Study Intersection
  - XX A.M. Peak Hour Traffic
  - (XX) P.M. Peak Hour Traffic

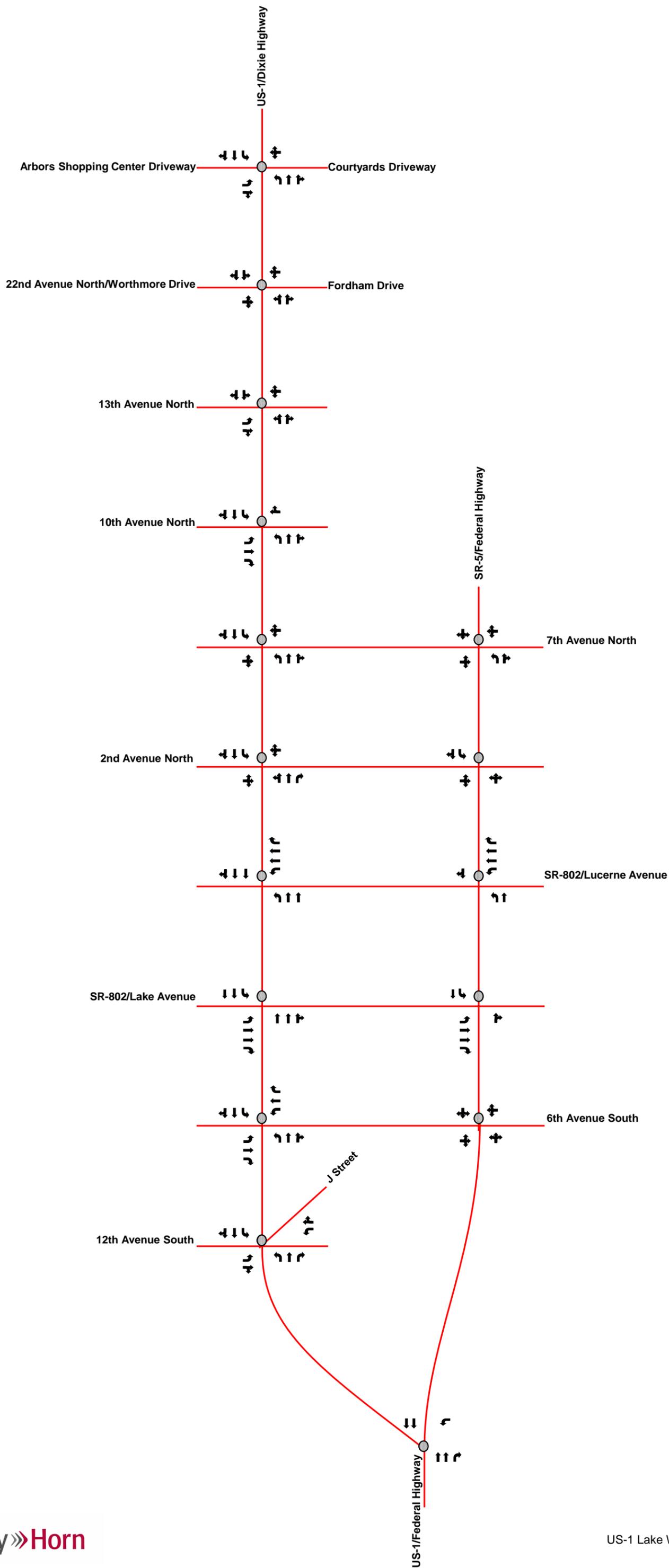




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**Legend**

-  Study Roadway
-  Study Intersection
- XX A.M. Peak Hour Traffic
- (XX) P.M. Peak Hour Traffic



## FUTURE NO-BUILD TRAFFIC

Future no-build traffic conditions are defined as expected traffic conditions on the roadway network during the analysis years due to anticipated future traffic growth. Future no-build traffic was developed for the analysis years corresponding to near-term (year 2025) and long-term (year 2045) traffic forecasts. Future no-build traffic volumes used in the analysis are the sum of the existing traffic and an additional amount of traffic generated by growth in the study area.

### Growth Rate Calculations

Future traffic growth on the transportation network was determined based upon (a) historical growth trends at nearby FDOT traffic count stations, (b) traffic volume comparisons from the year 2015 and 2045 FSUTMS - SERPM Version 8.512, and (c) historical growth trends at nearby FDOT traffic count stations plus 2045 model data.

The following nearby FDOT count stations were referenced for this analysis:

- FDOT Count Station #930668: SR-805/Dixie Highway, south of 12<sup>th</sup> Avenue South
- FDOT Count Station #935061: SR-805/Dixie Highway, south of SR-802/Lake Avenue
- FDOT Count Station #935063: SR-805/Dixie Highway, north of SR-802/Lucerne Avenue
- FDOT Count Station #935065: SR 805/Dixie Highway, north of 10<sup>th</sup> Avenue North
- FDOT Count Station #930111: SR-805/Dixie Highway, on the WPB Canal Bridge
- FDOT Count Station #930221: SR 5/Federal Highway, south of SR-802/Lake Avenue
- FDOT Count Station #935056: SR-5/Federal Highway, north of SR-802/Lucerne Avenue
- FDOT Count Station #930110: SR-5, on the WPB Canal Bridge
- FDOT Count Station #933502: South A Street, south of Lake Worth Road

A summary of the historical growth rate analysis based on FDOT count stations is presented in Table 1. Along US-1/Dixie Highway, based on all available data, the linear growth trend yielded a growth rate of 0.29 percent (0.29%), the exponential growth trend yielded a growth rate of 0.24 percent (0.24%), and the decaying exponential growth trend yielded a growth rate of

negative 0.09 percent (-0.09%). Along SR-5/Federal Highway, based on all available data, the linear growth trend yielded a growth rate of negative 1.58 percent (-1.58%), the exponential growth trend yielded a growth rate of negative 1.66 percent (-1.66%), and the decaying exponential growth trend yielded a growth rate of negative 2.04 percent (-2.04%). Along A Street, based on all available data, the linear growth trend yielded a growth rate of 0.65 percent (0.65%), the exponential growth trend yielded a growth rate of 0.76 percent (0.76%), and the decaying exponential growth trend yielded a growth rate of 0.00 percent (0.00%).

<b>Table 1: Historical Growth Rate Summary</b>				
<b>Station No.</b>	<b>Description</b>	<b>Linear (All Years)<sup>(1)</sup></b>	<b>Exponential (All Years)<sup>(1)</sup></b>	<b>Decaying Exponential (All Years)<sup>(1)</sup></b>
<b>US-1/Dixie Highway</b>				
930668	South of 12 <sup>th</sup> Avenue South	0.60%	0.58%	-0.05%
935061	South of SR-802/Lake Avenue	-0.29%	-0.26%	-0.73%
935063 <sup>(2)</sup>	North of SR-802/Lucerne Avenue	2.91%	2.68%	3.06%
935065	North of 10 <sup>th</sup> Avenue North	-0.14%	-0.10%	-0.57%
930111	On the WPB Canal Bridge	-1.61%	-1.71%	-2.16%
<b>Average</b>		<b>0.29%</b>	<b>0.24%</b>	<b>-0.09%</b>
<b>SR-5/Federal Highway</b>				
930221	South of SR-802/Lake Avenue	-1.32%	-1.31%	-1.80%
935056	North of SR-802/Lucerne Avenue	-0.72%	-0.76%	-1.06%
930110	On the WPB Canal Bridge	-2.71%	-2.92%	-3.25%
<b>Average</b>		<b>-1.58%</b>	<b>-1.66%</b>	<b>-2.04%</b>
<b>A Street</b>				
933502	South of Lake Worth Road	0.65%	0.76%	0.00%
<b>Average</b>		<b>0.65%</b>	<b>0.76%</b>	<b>0.00%</b>

Notes: <sup>(1)</sup> Number of years of data available varies but is always at least 10 years

<sup>(2)</sup> Station 935063 has 10 years of available data; therefore, only 10 years of data are used

The growth rate calculations based on the forecasted volumes obtained from the 2015 and 2045 FSUTMS SERPM are summarized in Table 2.

Table 2: Growth Rate Calculations for SERPM 8.512 Volumes				
Roadway Segment	Limits	2015 Model Volumes	2045 Model Volumes	Calculated Growth Rate
US-1/Dixie Highway	south of 18th Avenue South	9,500	15,600	2.14%
	north of 18th Avenue South	4,800	8,800	2.78%
	south of 12th Avenue South	4,800	8,500	2.57%
	north of 12th Avenue South	7,300	12,200	2.24%
	south of 6th Avenue South	10,900	16,000	1.56%
	north of 6th Avenue South	14,600	20,100	1.26%
	south of SR-802/Lake Avenue	15,200	20,900	1.25%
	north of SR-802/Lucerne Avenue	15,000	19,600	1.02%
	south of 7th Avenue North	14,800	19,300	1.01%
	south of 10th Avenue North	14,100	18,100	0.95%
	north of 10th Avenue North	15,600	19,300	0.79%
	south of 17th Avenue North	16,200	19,900	0.76%
	north of 17th Avenue North	16,700	20,500	0.76%
	south of Gregory Road	19,200	23,700	0.78%
SR-5/Federal Highway	north of 18th Avenue South	4,600	6,800	1.55%
	south of 12th Avenue South	4,900	7,100	1.43%
	north of 12th Avenue South	4,200	6,800	2.02%
	south of 6th Avenue South	4,100	6,200	1.69%
	north of 6th Avenue South	5,500	7,300	1.07%
	south of SR-802/Lake Avenue	4,800	7,200	1.68%
	north of SR-802/Lucerne Avenue	6,700	8,000	0.66%
	south of 7th Avenue North	6,700	8,000	0.62%
	south of 10th Avenue North	6,200	7,500	0.70%
	north of 10th Avenue North	3,300	4,900	1.65%
	north of 17th Avenue North	2,100	3,600	2.30%
	north of Wellesley	1,200	2,500	3.91%
south of Gregory Road	1,000	2,300	4.19%	
A Street	north of 12th Avenue South	4,700	7,500	1.99%
	south of 6th Avenue South	8,400	11,600	1.27%
	north of 6th Avenue South	13,400	16,600	0.80%
	south of SR-802/Lake Avenue	8,200	11,600	1.38%
	north of SR-802/Lucerne Avenue	4,800	6,900	1.46%
	south of 7th Avenue North	8,300	9,900	0.64%
	south of 10th Avenue North	8,100	9,500	0.58%
	north of 10th Avenue North	5,200	5,500	0.19%
south of 17th Avenue North	5,200	5,500	0.19%	

A summary of the historical growth rate analysis including 2045 model data is presented in Table 3. Along US-1/Dixie Highway, based on all available data, the linear growth trend yielded

a growth rate of 0.68 percent (0.68%), the exponential growth trend yielded a growth rate of 0.65 percent (0.65%), and the decaying exponential growth trend yielded a growth rate of 0.12 percent (0.12%). Along SR-5/Federal Highway, based on all available data, the linear growth trend yielded a growth rate of negative 0.24 percent (-0.24%), the exponential growth trend yielded a growth rate of negative 0.17 percent (-0.17%), and the decaying exponential growth trend yielded a growth rate of negative 0.32 percent (-0.32%) over the most recent ten (10) year period. Along A Street, based on all available data, the linear growth trend yielded a growth rate of 1.26 percent (1.26%), the exponential growth trend yielded a growth rate of 1.16 percent (1.16%), and the decaying exponential growth trend yielded a growth rate of 0.28 percent (0.28%). Please note that the difference method was applied to account for the large base year model volume deviation between 2015 FDOT historical volumes and 2015 SERPM volumes.

<b>Table 3: Historical Growth Rate plus 2045 Model Data Summary</b>				
<b>Station No.</b>	<b>Description</b>	<b>Linear (All Years)<sup>(1)</sup></b>	<b>Exponential (All Years)<sup>(1)</sup></b>	<b>Decaying Exponential (All Years)<sup>(1)</sup></b>
<b>US-1/Dixie Highway</b>				
930668	South of 12 <sup>th</sup> Avenue South	1.11%	1.03%	0.22%
935061	South of SR-802/Lake Avenue	0.77%	0.71%	0.08%
935063 <sup>(2)</sup>	North of SR-802/Lucerne Avenue	1.14%	1.11%	0.54%
935065	North of 10 <sup>th</sup> Avenue North	0.50%	0.47%	0.04%
930111	On the WPB Canal Bridge	-0.10%	-0.09%	-0.30%
<b>Average</b>		<b>0.68%</b>	<b>0.65%</b>	<b>0.12%</b>
<b>SR-5/Federal Highway</b>				
930221	South of SR-802/Lake Avenue	-0.04%	-0.04%	-0.23%
935056	North of SR-802/Lucerne Avenue	0.04%	0.04%	-0.12%
930110	On the WPB Canal Bridge	-0.73%	-0.51%	-0.60%
<b>Average</b>		<b>-0.24%</b>	<b>-0.17%</b>	<b>-0.32%</b>
<b>A Street</b>				
933502	South of Lake Worth Road	1.26%	1.16%	0.28%
<b>Average</b>		<b>1.26%</b>	<b>1.16%</b>	<b>0.28%</b>

Notes: <sup>(1)</sup> Number of years of data available varies but is always at least 10 years

<sup>(2)</sup> Station 935063 has 10 years of available data; therefore, only 10 years of data are used

As the historical growth rate calculations using FDOT count station information yielded an unrepresentative growth rate, a growth rate of 0.68 percent (0.68%) was applied annually to the existing traffic volumes along the US-1/Dixie Highway study corridor. Note that as the

growth rates along SR-5/Federal Highway are negative, a conservative growth rate of 0.50 percent (0.50%) was applied annually to the existing traffic volumes along the SR-5/Federal Highway study corridor. The worksheets used to analyze the historical growth trends along with the FSUTMS travel demand model outputs are included in Appendix B. Volume development worksheets for the study intersections are included in Appendix C. The near-term future 2025 and long-term future 2045 no-build turning movement volumes for the A.M. and P.M. peak hours are shown in Figure 4 and Figure 5.

### **Committed Developments**

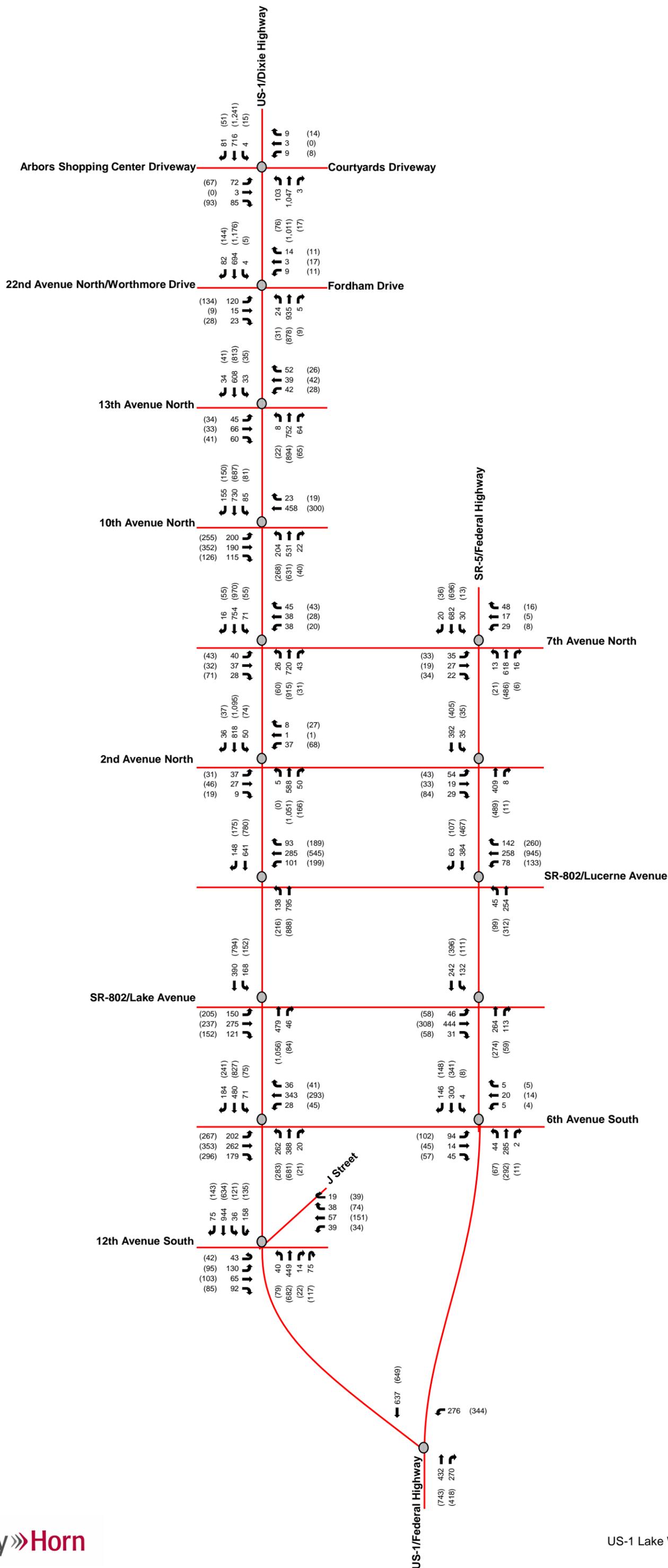
The City's approved developments were reviewed and compared to the socioeconomic data included in the corresponding traffic analysis zones (TAZs) in the 2015 and 2045 FSUTMS SERPM. The employment growth amount between 2015 and 2045 in the FSUTMS SERPM is greater than the balance of authorized development in the study area. Therefore, the 2015 and 2045 FSUTMS SERPM adequately represents the expected growth in the study area.



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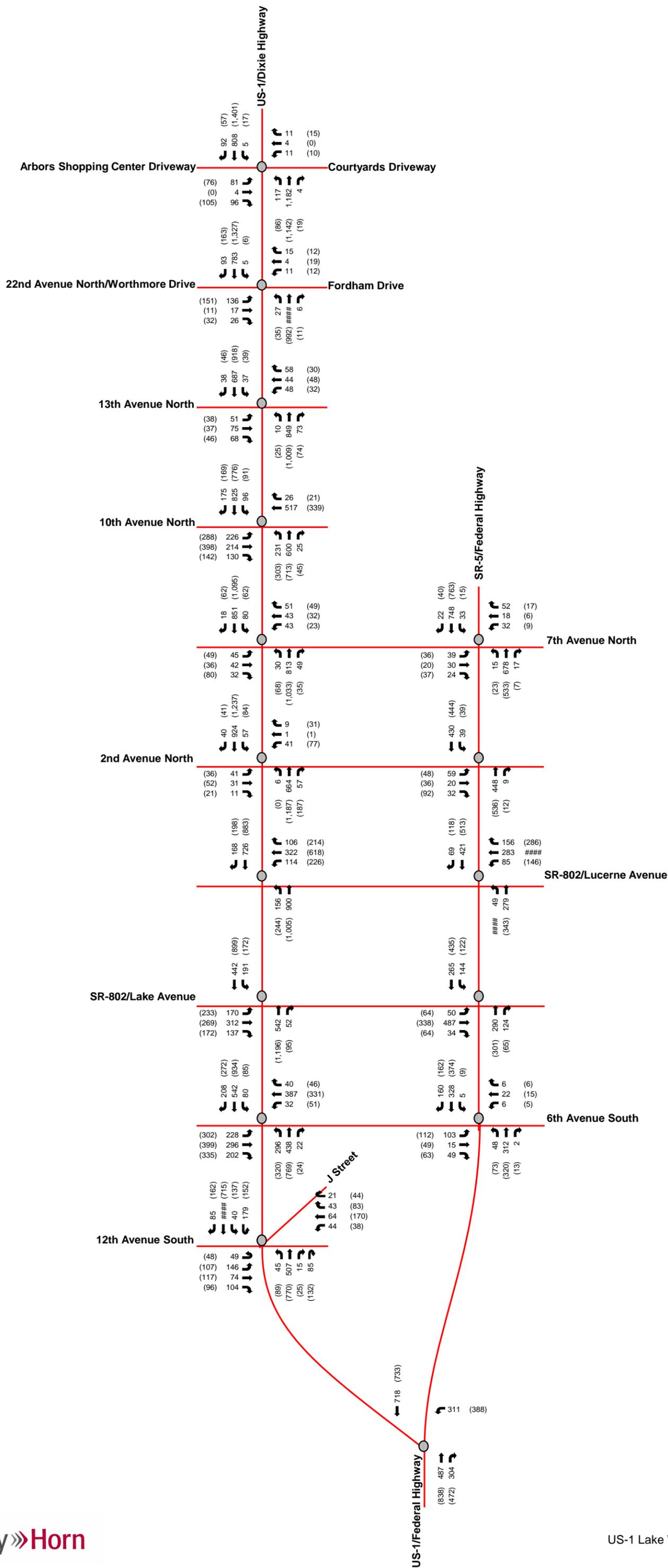
-  Study Roadway
-  Study Intersection
- XX** A.M. Peak Hour Traffic
- (XX)** P.M. Peak Hour Traffic





NOT TO SCALE

- Legend**
- Study Roadway
  - Study Intersection
  - XX A.M. Peak Hour Traffic
  - (XX) P.M. Peak Hour Traffic



## DIVERSION ANALYSIS

A diversion analysis was performed using SERPM 8.512 future no-build conditions and a SERPM 8.512 model run for the lane repurposing conditions. The purpose of the diversion analysis is to develop an understanding of potential route diversion that may take place to other roadways due to the 4-lane to 3-lane repurposing on US-1/Dixie Highway. Appendix D includes the model plot of the diversion analysis highlighting model segments that have greater than 1% change in traffic volumes in the future build conditions model.

The results show that approximately 5,900 daily trips are expected to divert from US-1/Dixie Highway to other routes in the year 2045, which corresponds to a maximum of roughly 27 percent (27%) of the long-term future 2045 no-build traffic volumes. A proportional diversion of 27 percent (27%) was applied to the near-term future 2025 volumes to account for diversions in all future-build analysis conditions.

## **FUTURE BUILD TRAFFIC**

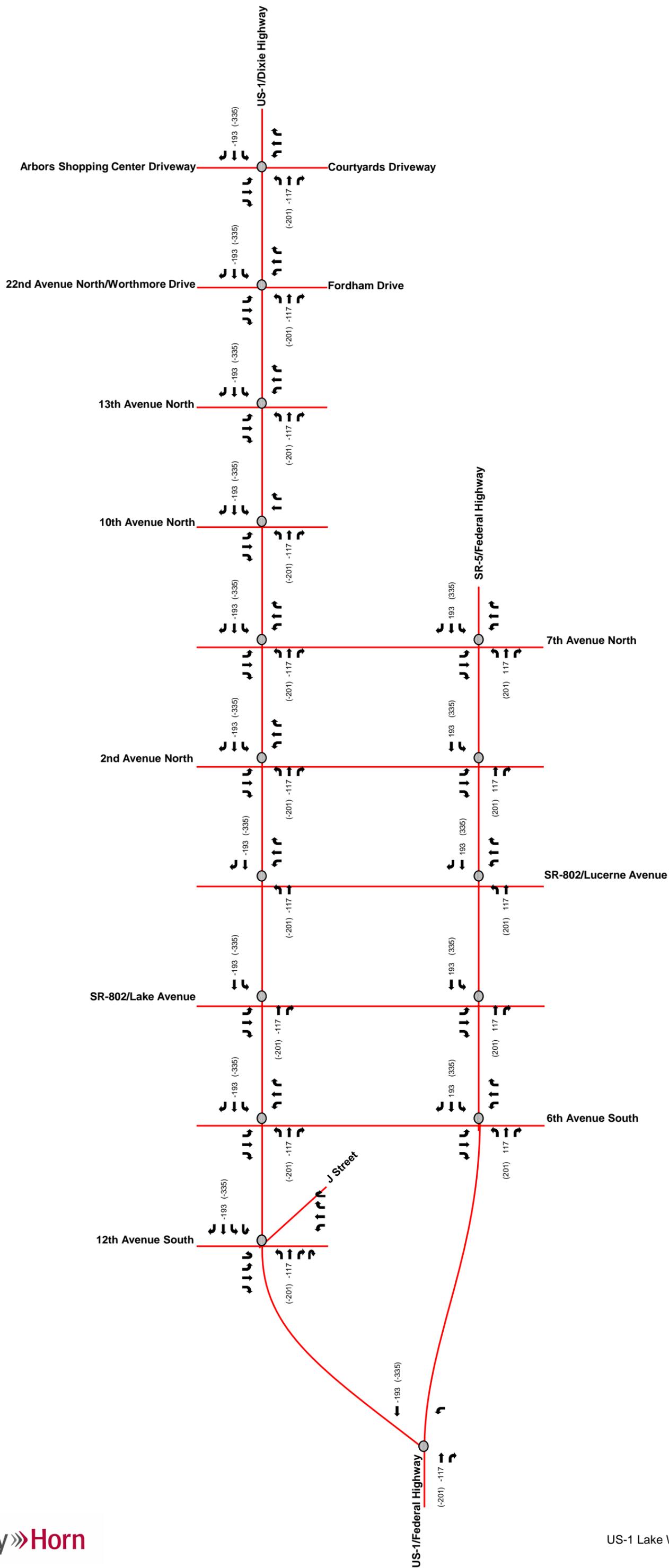
Future build traffic conditions are defined as expected traffic conditions on the roadway network during the analysis years with the implementation of lane repurposing conditions. Future build traffic volumes used in the analysis are the future no-build traffic volumes with potential diversions accounted for. The near-term future 2025 and long-term future 2045 traffic diversions for the A.M. and P.M. peak hours are shown in Figure 6 and Figure 7. Figure 8 and Figure 9 present the near-term future 2025 and long-term future 2045 build intersection turning movement volumes for the A.M. and P.M. peak hours.



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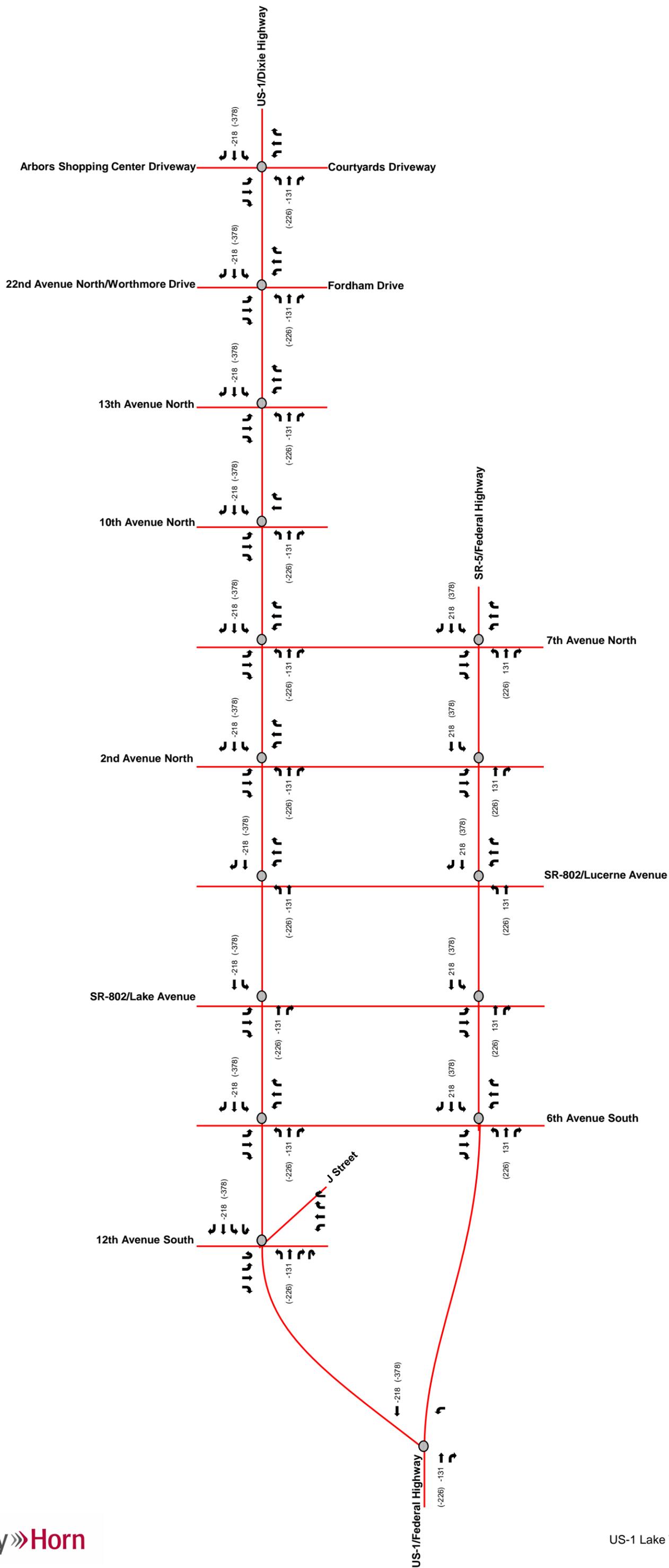
-  Study Roadway
-  Study Intersection
- XX** A.M. Peak Hour Traffic
- (XX)** P.M. Peak Hour Traffic





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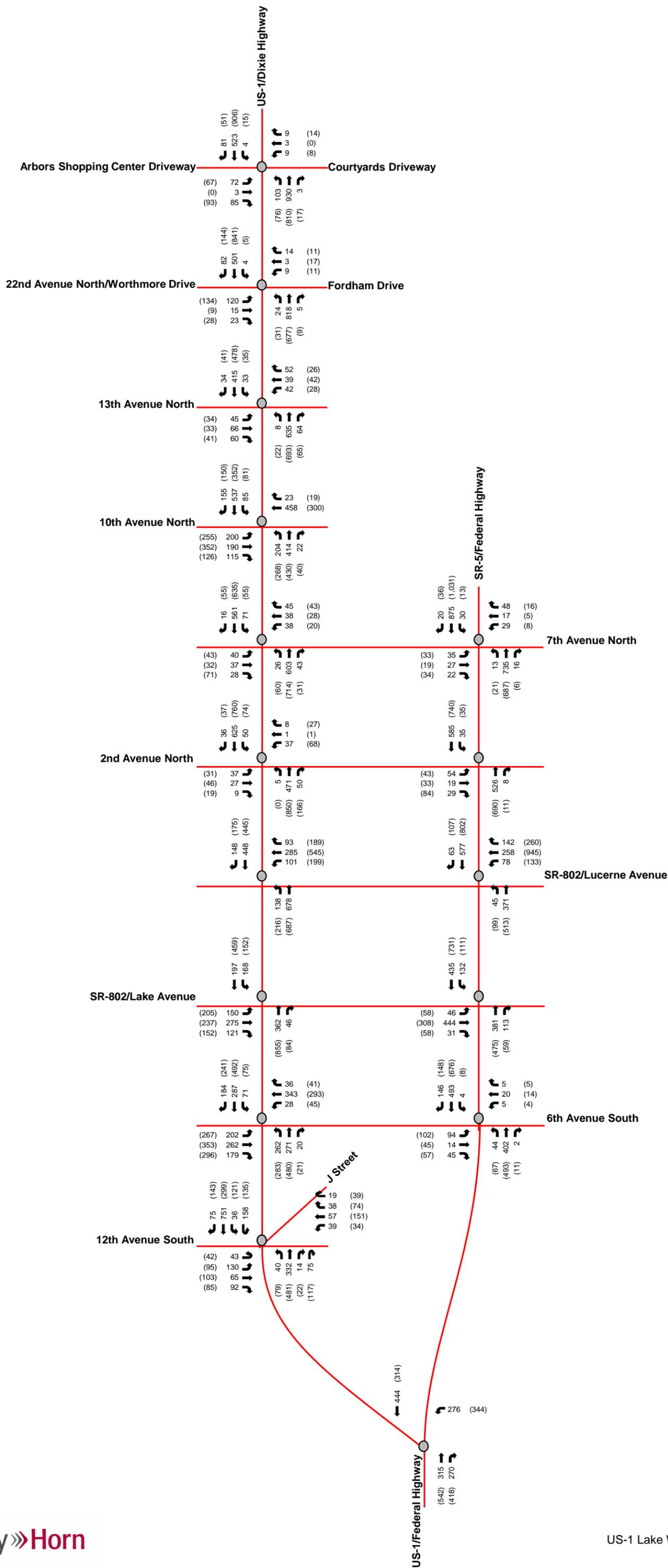
- Legend**
-  Study Roadway
  -  Study Intersection
  - XX** A.M. Peak Hour Traffic
  - (XX)** P.M. Peak Hour Traffic





NOT TO SCALE

- Legend**
-  Study Roadway
  -  Study Intersection
  - XX** A.M. Peak Hour Traffic
  - (XX)** P.M. Peak Hour Traffic

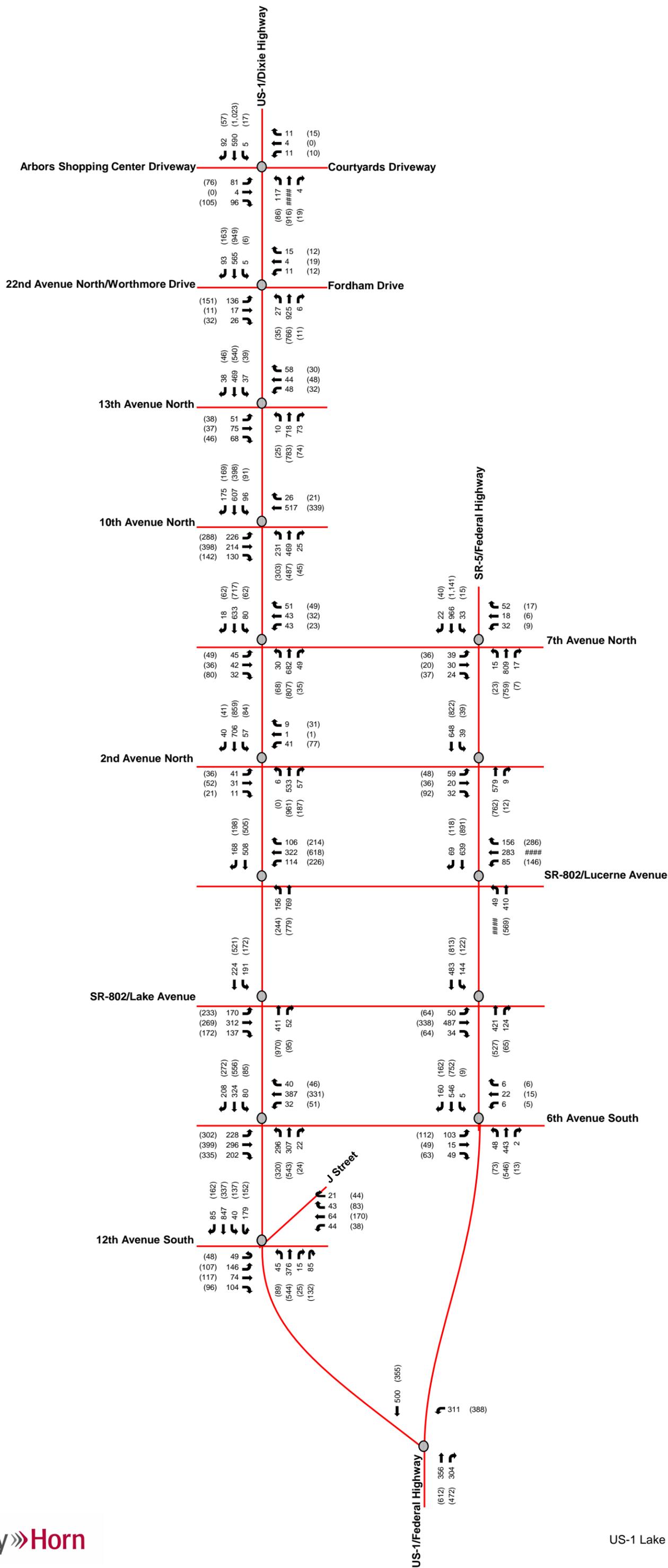




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**Legend**

-  Study Roadway
-  Study Intersection
- XX** A.M. Peak Hour Traffic
- (XX)** P.M. Peak Hour Traffic



## ROADWAY SEGMENT ANALYSIS

An analysis was prepared using roadway segment volumes. Five (5) scenarios were analyzed using the methods in FDOT's 2020 *Quality/Level of Service (QLOS) Handbook* and guidance from the Federal Highway Administration (FHWA) on daily volume capacity for 4LU to 3LU lane repurposing projects. FHWA guidance states that four-lane undivided roadways with AADT < 20,000 vehicles per day are typically good candidates for lane repurposing.

1. 2019 Existing Conditions (4LU) – note: data from during the pandemic not considered
2. 2025 Future No-Build (4LU)
3. 2025 Future Build (3LU)
4. 2045 Future No-Build (4LU)
5. 2045 Future Build (3LU)

Figure 10 summarizes the proposed future lane configuration for the study intersections. The following roadway segments were examined for this analysis:

- US-1/Dixie Highway between SR-5/Federal Highway and south of the WPB canal bridge
- SR-5/Federal Highway between US-1/Dixie Highway and south of the WPB canal bridge

The annual growth rate of 0.74 percent (0.74%) was applied to the existing roadway segment traffic volumes along US-1/Dixie Highway and an annual growth rate of 0.50 percent (0.50%) was applied to the existing roadway segment traffic volumes along SR-5/Federal Highway. Table 4 through Table 8 provide a summary of the roadway segment analysis for existing traffic conditions, future 2025 no-build conditions, future 2025 build conditions, future 2045 no-build conditions, and future 2045 build conditions.

Although there is an expected increase in traffic volumes along SR-5/Federal Highway from motorists choosing to divert, the roadway segment analysis indicates that SR-5/Federal Highway is expected to operate at LOS D or better under all analysis conditions after accounting for diverted trips, which is no change from the no-build conditions.



NOT TO SCALE

- Legend**
-  Study Roadway
  -  Study Intersection
  - XX A.M. Peak Hour Traffic
  - (XX) P.M. Peak Hour Traffic

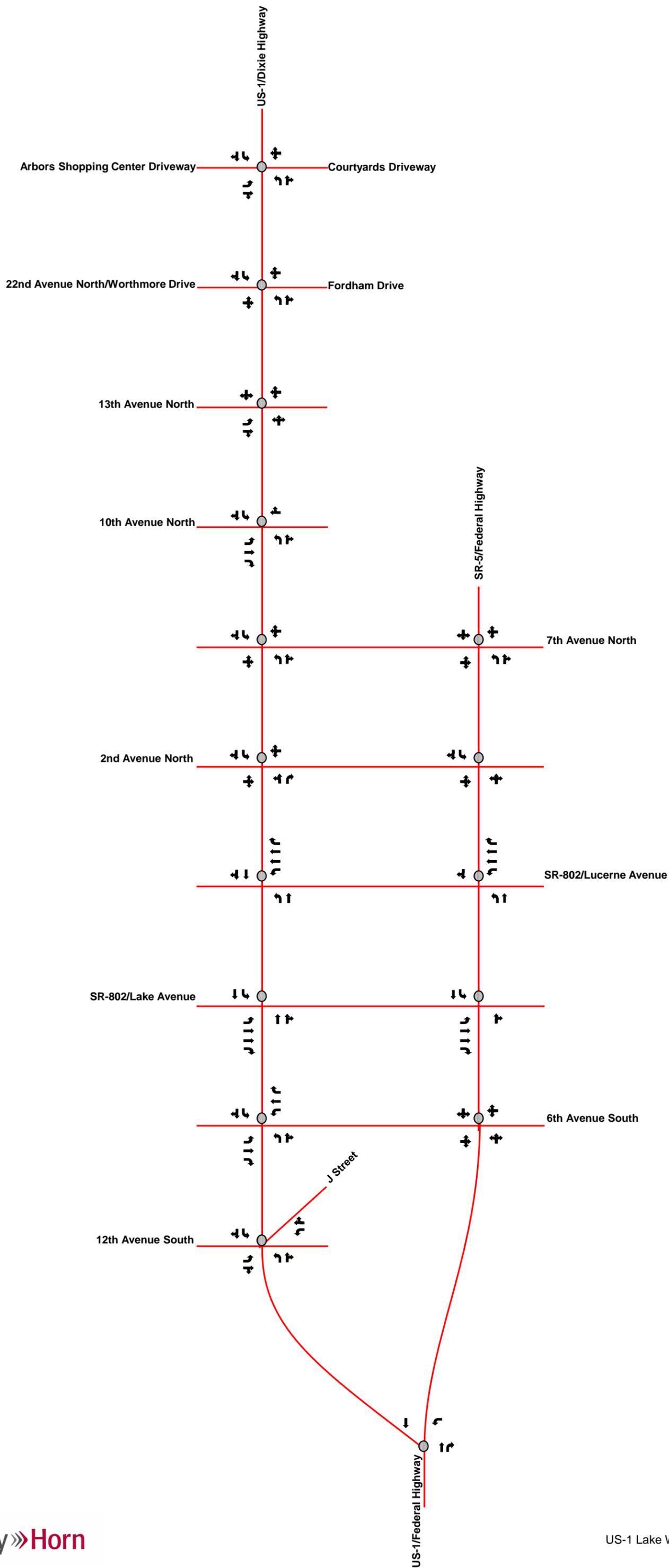


Table 4: Existing Conditions Roadway Segment Capacity Analysis

Roadway	Segment		Facility Type <sup>(1)</sup>	Adopted LOS Standard	2019 FDOT AADT Count	LOS C Standard Capacity <sup>(10)</sup>	LOS D Standard Capacity <sup>(10)</sup>	LOS E Standard Capacity <sup>(10)</sup>	Existing LOS
	From	To							
US-1/Dixie Highway	18th Avenue S	14th Avenue S	4LU <sup>(2)</sup>	LOS E	15,500	14,500	32,400	33,800	D
	14th Avenue S	11th Avenue S	3LU <sup>(3)</sup>	LOS E	15,500	11,600	25,920	27,040	D
	11th Avenue S	6th Avenue S	4LU <sup>(4)</sup>	LOS E	15,800	13,775	30,780	32,110	D
	6th Avenue S	2nd Avenue S	4LU <sup>(4)</sup>	LOS E	18,100	13,775	30,780	32,110	D
	2nd Avenue S	Lucerne Avenue	4LD <sup>(5)</sup>	LOS E	18,100	14,500	32,400	33,800	D
	Lucerne Avenue	2nd Avenue N	4LD <sup>(5)</sup>	LOS E	18,900	14,500	32,400	33,800	D
	2nd Avenue N	10th Avenue N	4LU <sup>(4)</sup>	LOS E	18,900	13,775	30,780	32,110	D
	10th Avenue N	Worthmore/Fordham	4LU <sup>(6)</sup>	LOS E	19,800	10,875	24,300	25,350	D
	Worthmore/Fordham	North of WPB Canal	4LU <sup>(4)</sup>	LOS E	21,500	13,775	30,780	32,110	D
SR-5/Federal Highway	18th Avenue S	Lake Avenue	2LU <sup>(7)</sup>	LOS E	8,800	5,840	11,840	12,480	D
	Lake Avenue	11th Avenue N	2LU <sup>(8)</sup>	LOS E	10,000	7,300	14,800	15,600	D
	11th Avenue N	Wellesley Drive	2LU <sup>(7)</sup>	LOS E	6,600	5,840	11,840	12,480	D
	Wellesley Drive	North of WPB Canal	2LD <sup>(9)</sup>	LOS E	6,600	7,665	15,540	16,380	C
A Street	12th Avenue S	22nd Avenue N	2LU <sup>(7)</sup>	LOS C	7,100	5,840	11,840	12,480	D

Notes:

- <sup>(1)</sup> 2LU - two-lane undivided, 2LD - two-lane divided, 3LU - three-lane undivided 4LU - four-lane undivided, 4LD - four-lane divided
- <sup>(2)</sup> Based on FDOT Class II four-lane undivided roadway
- <sup>(3)</sup> Based on FDOT Class II four-lane undivided roadway with 25% capacity reduction for three lanes and 5% capacity increase for exclusive right-turn lanes
- <sup>(4)</sup> Based on FDOT Class II four-lane undivided roadway with 5% capacity reduction for exclusive left-turn lanes and no exclusive right-turn lanes
- <sup>(5)</sup> Based on FDOT Class II four-lane divided roadway
- <sup>(6)</sup> Based on FDOT Class II four-lane undivided roadway with 25% capacity reduction for no exclusive turn lanes
- <sup>(7)</sup> Based on FDOT Class II two-lane undivided roadway with 20% capacity reduction for no exclusive turn lanes
- <sup>(8)</sup> Based on FDOT Class II two-lane undivided roadway
- <sup>(9)</sup> Based on FDOT Class II two-lane divided roadway with 5% capacity increase for exclusive left-turn lanes
- <sup>(10)</sup> Based on FDOT 2020 *Quality/Level of Service Handbook*

Table 5: Future 2025 No-Build Conditions Roadway Segment Capacity Analysis

Roadway	Segment		Facility Type <sup>(1)</sup>	Adopted LOS Standard	2019 FDOT AADT Count	Growth Rate	Future No-Build (2025) Volumes <sup>(10)</sup>	LOS C Standard Capacity <sup>(11)</sup>	LOS D Standard Capacity <sup>(11)</sup>	LOS E Standard Capacity <sup>(11)</sup>	Future No-Build (2025) LOS
	From	To									
US-1/Dixie Highway	18th Avenue S	14th Avenue S	4LU <sup>(2)</sup>	LOS E	15,500	0.68%	16,500	14,500	32,400	33,800	D
	14th Avenue S	11th Avenue S	3LU <sup>(3)</sup>	LOS E	15,500	0.68%	16,500	11,600	25,920	27,040	D
	11th Avenue S	6th Avenue S	4LU <sup>(4)</sup>	LOS E	15,800	0.68%	16,500	13,775	30,780	32,110	D
	6th Avenue S	2nd Avenue S	4LU <sup>(4)</sup>	LOS E	18,100	0.68%	19,000	13,775	30,780	32,110	D
	2nd Avenue S	Lucerne Avenue	4LD <sup>(5)</sup>	LOS E	18,100	0.68%	19,000	14,500	32,400	33,800	D
	Lucerne Avenue	2nd Avenue N	4LD <sup>(5)</sup>	LOS E	18,900	0.68%	20,000	14,500	32,400	33,800	D
	2nd Avenue N	10th Avenue N	4LU <sup>(4)</sup>	LOS E	18,900	0.68%	20,000	13,775	30,780	32,110	D
	10th Avenue N	Worthmore/Fordham	4LU <sup>(6)</sup>	LOS E	19,800	0.68%	21,000	10,875	24,300	25,350	D
Worthmore/Fordham	North of WPB Canal	4LU <sup>(4)</sup>	LOS E	21,500	0.68%	22,500	13,775	30,780	32,110	D	
SR-5/Federal Highway	18th Avenue S	Lake Avenue	2LU <sup>(7)</sup>	LOS E	8,800	0.50%	9,100	5,840	11,840	12,480	D
	Lake Avenue	11th Avenue N	2LU <sup>(8)</sup>	LOS E	10,000	0.50%	10,500	7,300	14,800	15,600	D
	11th Avenue N	Wellesley Drive	2LU <sup>(7)</sup>	LOS E	6,600	0.50%	6,800	5,840	11,840	12,480	D
	Wellesley Drive	North of WPB Canal	2LD <sup>(9)</sup>	LOS E	6,600	0.50%	6,800	7,665	15,540	16,380	C
A Street	12th Avenue S	22nd Avenue N	2LU <sup>(8)</sup>	LOS C	7,100	1.26%	7,700	5,840	11,840	12,480	D

Notes:

- <sup>(1)</sup> 2LU - two-lane undivided, 2LD - two-lane divided, 3LU - three-lane undivided 4LU - four-lane undivided, 4LD - four-lane divided
- <sup>(2)</sup> Based on FDOT Class II four-lane undivided roadway
- <sup>(3)</sup> Based on FDOT Class II four-lane undivided roadway with 25% capacity reduction for three lanes and 5% capacity increase for exclusive right-turn lanes
- <sup>(4)</sup> Based on FDOT Class II four-lane undivided roadway with 5% capacity reduction for exclusive left-turn lanes and no exclusive right-turn lanes
- <sup>(5)</sup> Based on FDOT Class II four-lane divided roadway
- <sup>(6)</sup> Based on FDOT Class II four-lane undivided roadway with 25% capacity reduction for no exclusive turn lanes
- <sup>(7)</sup> Based on FDOT Class II two-lane undivided roadway with 20% capacity reduction for no exclusive turn lanes
- <sup>(8)</sup> Based on FDOT Class II two-lane undivided roadway
- <sup>(9)</sup> Based on FDOT Class II two-lane divided roadway with 5% capacity increase for exclusive left-turn lanes
- <sup>(10)</sup> Section 1.6 in FDOT's *Project Traffic Forecasting Handbook* was utilized to round AADT volumes
- <sup>(11)</sup> Based on FDOT 2020 *Quality/Level of Service Handbook*

Table 6: Future 2025 Build Conditions Roadway Segment Capacity Analysis

Roadway	Segment		Facility Type <sup>(1)</sup>	Adopted LOS Standard	Future No-Build (2025) Volumes	Diverted Volume (2025)	Future Build (2025) Volumes <sup>(6)</sup>	4L-to-3L Lane Repurposing Capacity Threshold <sup>(7)</sup>	LOS C Standard Capacity <sup>(8)</sup>	LOS D Standard Capacity <sup>(8)</sup>	LOS E Standard Capacity <sup>(8)</sup>	Future Lane Repurposing LOS
	From	To										
US-1/Dixie Highway	18th Avenue S	14th Avenue S	3LU <sup>(2)</sup>	LOS E	16,500	-1,393	15,500	20,000	n/a	n/a	n/a	acceptable
	14th Avenue S	11th Avenue S	3LU <sup>(2)</sup>	LOS E	16,500	-1,393	15,500	20,000	n/a	n/a	n/a	acceptable
	11th Avenue S	6th Avenue S	3LU <sup>(2)</sup>	LOS E	16,500	-1,356	15,500	20,000	n/a	n/a	n/a	acceptable
	6th Avenue S	2nd Avenue S	3LU <sup>(2)</sup>	LOS E	19,000	-3,606	15,500	20,000	n/a	n/a	n/a	acceptable
	2nd Avenue S	Lucerne Avenue	3LU <sup>(2)</sup>	LOS E	19,000	-3,606	15,500	20,000	n/a	n/a	n/a	acceptable
	Lucerne Avenue	2nd Avenue N	3LU <sup>(2)</sup>	LOS E	20,000	-5,217	15,000	20,000	n/a	n/a	n/a	acceptable
	2nd Avenue N	10th Avenue N	3LU <sup>(2)</sup>	LOS E	20,000	-5,217	15,000	20,000	n/a	n/a	n/a	acceptable
	10th Avenue N	Worthmore/Fordham	3LU <sup>(2)</sup>	LOS E	21,000	-4,059	17,000	20,000	n/a	n/a	n/a	acceptable
	Worthmore/Fordham	North of WPB Canal	3LU <sup>(2)</sup>	LOS E	22,500	-3,746	19,000	20,000	n/a	n/a	n/a	acceptable
SR-5/Federal Highway	18th Avenue S	Lake Avenue	2LU <sup>(4)</sup>	LOS E	9,100	630	10,000	n/a	5,840	11,840	12,480	D
	Lake Avenue	11th Avenue N	2LU <sup>(3)</sup>	LOS E	10,500	1,929	12,500	n/a	7,300	14,800	15,600	D
	11th Avenue N	Wellesley Drive	2LU <sup>(4)</sup>	LOS E	6,800	2,153	9,000	n/a	5,840	11,840	12,480	D
	Wellesley Drive	North of WPB Canal	2LD <sup>(5)</sup>	LOS E	6,800	2,153	9,000	n/a	7,665	15,540	16,380	D
A Street	12th Avenue S	22nd Avenue N	2LU <sup>(4)</sup>	LOS C	7,700	-28	7,700	n/a	5,840	11,840	12,480	D

Notes:

- <sup>(1)</sup> 3LU - three-lane undivided, 2LU - two-lane undivided, 2LD - two-lane divided
- <sup>(2)</sup> Based on FHWA lane repurposing guidance for capacity of a 3LU roadway with center two-way left-turn lane
- <sup>(3)</sup> Based on FDOT Class II two-lane undivided roadway
- <sup>(4)</sup> Based on FDOT Class II two-lane undivided roadway with 20% capacity reduction for no exclusive turn lanes
- <sup>(5)</sup> Based on FDOT Class II two-lane divided roadway with 5% capacity increase for exclusive left-turn lanes
- <sup>(6)</sup> Section 1.6 in FDOT's *Project Traffic Forecasting Handbook* was utilized to round AADT volumes
- <sup>(7)</sup> Based on FHWA lane repurposing guidance for capacity of a 3LU roadway with center two-way left-turn lane
- <sup>(8)</sup> Based on FDOT 2020 *Quality/Level of Service Handbook*

Table 7: Future 2045 No-Build Conditions Roadway Segment Capacity Analysis

Roadway	Segment		Facility Type <sup>(1)</sup>	Adopted LOS Standard	2019 FDOT AADT Count	Growth Rate	Future No-Build (2045) Volumes <sup>(5)</sup>	LOS C Standard Capacity <sup>(6)</sup>	LOS D Standard Capacity <sup>(6)</sup>	LOS E Standard Capacity <sup>(6)</sup>	Future No-Build (2045) LOS
	From	To									
US-1/Dixie Highway	18th Avenue S	14th Avenue S	4LU <sup>(2)</sup>	LOS E	15,500	0.68%	18,500	14,500	32,400	33,800	D
	14th Avenue S	11th Avenue S	3LU <sup>(3)</sup>	LOS E	15,500	0.68%	18,500	11,600	25,920	27,040	D
	11th Avenue S	6th Avenue S	4LU <sup>(4)</sup>	LOS E	15,800	0.68%	19,000	13,775	30,780	32,110	D
	6th Avenue S	2nd Avenue S	4LU <sup>(4)</sup>	LOS E	18,100	0.68%	21,500	13,775	30,780	32,110	D
	2nd Avenue S	Lucerne Avenue	4LD <sup>(5)</sup>	LOS E	18,100	0.68%	21,500	14,500	32,400	33,800	D
	Lucerne Avenue	2nd Avenue N	4LD <sup>(5)</sup>	LOS E	18,900	0.68%	22,500	14,500	32,400	33,800	D
	2nd Avenue N	10th Avenue N	4LU <sup>(4)</sup>	LOS E	18,900	0.68%	22,500	13,775	30,780	32,110	D
	10th Avenue N	Worthmore/Fordham	4LU <sup>(6)</sup>	LOS E	19,800	0.68%	23,500	10,875	24,300	25,350	D
Worthmore/Fordham	North of WPB Canal	4LU <sup>(4)</sup>	LOS E	21,500	0.68%	25,500	13,775	30,780	32,110	D	
SR-5/Federal Highway	18th Avenue S	Lake Avenue	2LU <sup>(7)</sup>	LOS E	8,800	0.50%	10,000	5,840	11,840	12,480	D
	Lake Avenue	11th Avenue N	2LU <sup>(8)</sup>	LOS E	10,000	0.50%	11,500	7,300	14,800	15,600	D
	11th Avenue N	Wellesley Drive	2LU <sup>(7)</sup>	LOS E	6,600	0.50%	7,500	5,840	11,840	12,480	D
	Wellesley Drive	North of WPB Canal	2LD <sup>(9)</sup>	LOS E	6,600	0.50%	7,500	7,665	15,540	16,380	C
A Street	12th Avenue S	22nd Avenue N	2LU <sup>(8)</sup>	LOS C	7,100	1.26%	9,500	5,840	11,840	12,480	D

Notes:

- <sup>(1)</sup> 2LU - two-lane undivided, 2LD - two-lane divided, 3LU - three-lane undivided 4LU - four-lane undivided, 4LD - four-lane divided
- <sup>(2)</sup> Based on FDOT Class II four-lane undivided roadway
- <sup>(3)</sup> Based on FDOT Class II four-lane undivided roadway with 25% capacity reduction for three lanes and 5% capacity increase for exclusive right-turn lanes
- <sup>(4)</sup> Based on FDOT Class II four-lane undivided roadway with 5% capacity reduction for exclusive left-turn lanes and no exclusive right-turn lanes
- <sup>(5)</sup> Based on FDOT Class II four-lane divided roadway
- <sup>(6)</sup> Based on FDOT Class II four-lane undivided roadway with 25% capacity reduction for no exclusive turn lanes
- <sup>(7)</sup> Based on FDOT Class II two-lane undivided roadway with 20% capacity reduction for no exclusive turn lanes
- <sup>(8)</sup> Based on FDOT Class II two-lane undivided roadway
- <sup>(9)</sup> Based on FDOT Class II two-lane divided roadway with 5% capacity increase for exclusive left-turn lanes
- <sup>(10)</sup> Section 1.6 in FDOT's *Project Traffic Forecasting Handbook* was utilized to round AADT volumes
- <sup>(11)</sup> Based on FDOT 2020 *Quality/Level of Service Handbook*

Table 8: Future 2045 Build Conditions Roadway Segment Capacity Analysis

Roadway	Segment		Facility Type <sup>(1)</sup>	Adopted LOS Standard	2045 Future No-Build Volumes	Diverted Volume (2045)	Future Build (2045) Volumes <sup>(6)</sup>	4L-to-3L Lane Repurposing Capacity Threshold <sup>(7)</sup>	LOS C Standard Capacity <sup>(8)</sup>	LOS D Standard Capacity <sup>(8)</sup>	LOS E Standard Capacity <sup>(8)</sup>	Future Lane Repurposing LOS
	From	To										
US-1/Dixie Highway	18th Avenue S	14th Avenue S	3LU <sup>(2)</sup>	LOS E	18,500	-1,562	17,000	20,000	n/a	n/a	n/a	acceptable
	14th Avenue S	11th Avenue S	3LU <sup>(2)</sup>	LOS E	18,500	-1,562	17,000	20,000	n/a	n/a	n/a	acceptable
	11th Avenue S	6th Avenue S	3LU <sup>(2)</sup>	LOS E	19,000	-1,562	17,500	20,000	n/a	n/a	n/a	acceptable
	6th Avenue S	2nd Avenue S	3LU <sup>(2)</sup>	LOS E	21,500	-4,081	17,500	20,000	n/a	n/a	n/a	acceptable
	2nd Avenue S	Lucerne Avenue	3LU <sup>(2)</sup>	LOS E	21,500	-4,081	17,500	20,000	n/a	n/a	n/a	acceptable
	Lucerne Avenue	2nd Avenue N	3LU <sup>(2)</sup>	LOS E	22,500	-5,869	17,000	20,000	n/a	n/a	n/a	acceptable
	2nd Avenue N	10th Avenue N	3LU <sup>(2)</sup>	LOS E	22,500	-5,869	17,000	20,000	n/a	n/a	n/a	acceptable
	10th Avenue N	Worthmore/Fordham	3LU <sup>(2)</sup>	LOS E	23,500	-4,542	19,000	20,000	n/a	n/a	n/a	acceptable
Worthmore/Fordham	North of WPB Canal	3LU <sup>(2)</sup>	LOS E	25,500	-4,245	21,500	20,000	n/a	n/a	n/a	exceeds threshold	
SR-5/Federal Highway	18th Avenue S	Lake Avenue	2LU <sup>(4)</sup>	LOS E	10,000	692	11,000	n/a	5,840	11,840	12,480	D
	Lake Avenue	11th Avenue N	2LU <sup>(3)</sup>	LOS E	11,500	2,113	14,000	n/a	7,300	14,800	15,600	D
	11th Avenue N	Wellesley Drive	2LU <sup>(4)</sup>	LOS E	7,500	2,375	9,900	n/a	5,840	11,840	12,480	D
	Wellesley Drive	North of WPB Canal	2LD <sup>(5)</sup>	LOS E	7,500	2,375	9,900	n/a	7,665	15,540	16,380	D
A Street	12th Avenue S	22nd Avenue N	2LU <sup>(4)</sup>	LOS C	9,500	-35	9,500	n/a	5,840	11,840	12,480	D

Notes:

- <sup>(1)</sup> 3LU - three-lane undivided, 2LU - two-lane undivided, 2LD - two-lane divided
- <sup>(2)</sup> Based on FHWA lane repurposing guidance for capacity of a 3LU roadway with center two-way left-turn lane
- <sup>(3)</sup> Based on FDOT Class II two-lane undivided roadway
- <sup>(4)</sup> Based on FDOT Class II two-lane undivided roadway with 20% capacity reduction for no exclusive turn lanes
- <sup>(5)</sup> Based on FDOT Class II two-lane divided roadway with 5% capacity increase for exclusive left-turn lanes
- <sup>(6)</sup> Section 1.6 in FDOT's *Project Traffic Forecasting Handbook* was utilized to round AADT volumes
- <sup>(7)</sup> Based on FHWA lane repurposing guidance for capacity of a 3LU roadway with center two-way left-turn lane
- <sup>(8)</sup> Based on *FDOT 2020 Quality/Level of Service Handbook*

## INTERSECTION CAPACITY ANALYSIS

Operating conditions were analyzed for the study intersections. Five (5) scenarios were analyzed using Trafficware's *SYNCHRO 11* software, which applies methodologies outlined in the Transportation Research Board's (TRB's), *Highway Capacity Manual*, 2000/6<sup>th</sup> Edition.

1. 2020 Existing Conditions (4LU)
2. 2025 Future No-Build (4LU)
3. 2025 Future Build (3LU)
4. 2045 Future No-Build (4LU)
5. 2045 Future Build (3LU)

Intersection capacity analysis worksheets for the study intersections are included in Appendix E. A summary of the intersection analyses for the A.M. and P.M. peak hours is presented in Table 9 and Table 10. As Table 9 and Table 10 indicate, the study intersections are expected to operate at LOS D or better during the A.M. and P.M. peak hours under all project build analysis conditions with the exception of the following:

- The intersection of US-1/Dixie Highway and 12<sup>th</sup> Avenue South is expected to operate at LOS E under 2025 future build conditions during the P.M peak hour and under 2045 future build conditions during the A.M. peak hour. The intersection is expected to operate at LOS F under 2045 future build conditions during the P.M. peak hour.
- The signalized intersection of US-1/Dixie Highway and 6<sup>th</sup> Avenue South is expected to operate at LOS E under 2045 future build conditions during the A.M. peak hour and LOS F under 2025 future build conditions and 2045 future build conditions during the P.M. peak hour.
- The signalized intersection of US-1/Dixie Highway and 10<sup>th</sup> Avenue North LOS E South is expected to operate at LOS E under 2045 future build conditions during the P.M. peak hour and LOS F under 2025 future build conditions and 2045 future build conditions during the A.M. peak hour.

- The signalized intersection of SR-5/Federal Highway and SR-802/Lucerne Avenue is expected to operate at LOS E under 2025 future build conditions during the P.M peak hour and LOS F under 2045 future build conditions during the P.M. peak hour.

Table 9: A.M. Peak Hour Intersection Capacity Analysis						
Intersection	Traffic Control	Overall LOS/Delay	Approach LOS			
			EB	WB	NB	SB
<i>Existing Conditions (Future 2025 No-Build Conditions) [Future 2025 Build Conditions] {Future 2045 No-Build Conditions} &lt;Future 2045 Build Conditions&gt;</i>						
US-1/Dixie Highway and SR-5/Federal Highway	Signalized <sup>(1)</sup>	B/13.7 sec (B/13.9sec) [B/15.0 sec] {B/13.9 sec} <B/15.1 sec>	<sup>(2)</sup> ( <sup>(2)</sup> ) [ <sup>(2)</sup> ] { <sup>(2)</sup> } < <sup>(2)</sup> >	D (D) [D] {D} <D>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and 12 <sup>th</sup> Avenue South	Signalized <sup>(1)</sup>	C/32.2 sec (C/33.9 sec) [D/45.4 sec] {D/44.5 sec} <E/69.0 sec>	E (E) [E] {E} <E>	D (D) [D] {D} <D>	C (D) [D] {E} <D>	C (C) [D] {C} <E>
US-1/Dixie Highway and 6 <sup>th</sup> Avenue South	Signalized	C/32.1 sec (C/34.3 sec) [D/39.1 sec] {D/44.3 sec} <E/59.3 sec>	D (D) [D] {E} <E>	E (E) [E] {E} <E>	B (B) [C] {C} <E>	C (C) [C] {C} <D>
US-1/Dixie Highway and SR-802/Lake Avenue	Signalized	B/17.4 sec (B/17.4 sec) [C/21.3 sec] {B/17.4 sec} <C/21.2 sec>	D (D) [D] {D} <D>	<sup>(2)</sup> ( <sup>(2)</sup> ) [ <sup>(2)</sup> ] { <sup>(2)</sup> } < <sup>(2)</sup> >	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and SR-802/Lucerne Avenue	Signalized	B/11.5 sec (B/11.5 sec) [B/13.6 sec] {B/11.7 sec} <B/13.8 sec>	<sup>(2)</sup> ( <sup>(2)</sup> ) [ <sup>(2)</sup> ] { <sup>(2)</sup> } < <sup>(2)</sup> >	D (D) [D] {D} <D>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and 2 <sup>nd</sup> Avenue North	Signalized	A/4.2 sec (A/4.2 sec) [A/5.3 sec] {A/4.4 sec} <A/5.5 sec>	D (D) [D] {D} <D>	D (D) [D] {D} <D>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and 7 <sup>th</sup> Avenue North	Signalized	A/7.5 sec (A/7.6 sec) [A/9.2 sec] {A/8.0 sec} <B/10.0 sec>	D (D) [D] {D} <D>	D (D) [D] {D} <D>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and 10 <sup>th</sup> Avenue North	Signalized	D/41.3 sec (D/47.9 sec) [F/103.6 sec] {E/71.3 sec} <F/142.2 sec>	C (C) [C] {D} <D>	E (E) [E] {F} <F>	C (C) [D] {D} <E>	D (E) [F] {F} <F>
US-1/Dixie Highway and 13 <sup>th</sup> Avenue North	Signalized	A/8.9 sec (B/9.1 sec) [B/10.9 sec] {A/9.5 sec} <B/11.2 sec>	D (D) [D] {D} <D>	D (D) [D] {D} <D>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and 22 <sup>nd</sup> Avenue North/ Worthmore Drive/Fordham Drive	Signalized	A/5.1 sec (A/5.2 sec) [A/6.6 sec] {A/5.6 sec} <A/7.3 sec>	D (D) [D] {D} <D>	D (D) [D] {D} <D>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and Arbors Shopping Center Driveway/ Courtyards Driveway	Signalized	A/7.2 sec (A/7.4 sec) [B/10.2 sec] {A/8.1 sec} <B/13.0 sec>	D (D) [D] {D} <D>	D (D) [D] {D} <D>	A (A) [A] {A} <B>	A (A) [A] {A} <A>
SR-5/Federal Highway and 6 <sup>th</sup> Avenue South	Signalized	A/8.3 sec (A/8.5 sec) [A/9.3 sec] {A/9.1 sec} <B/10.4 sec>	C (C) [C] {C} <C>	B (B) [B] {B} <B>	A (A) [A] {A} <A>	A (A) [A] {A} <B>
SR-5/Federal Highway and Lake Avenue	Signalized	C/20.3 sec (C/20.3 sec) [B/17.2 sec] {C/20.5 sec} <B/17.5 sec>	D (D) [D] {D} <D>	<sup>(2)</sup> ( <sup>(2)</sup> ) [ <sup>(2)</sup> ] { <sup>(2)</sup> } < <sup>(2)</sup> >	A (A) [A] {A} <A>	A (A) [A] {A} <A>
SR-5/Federal Highway and Lucerne Avenue	Signalized	C/20.1 sec (C/20.1 sec) [B/17.3 sec] {C/20.2 sec} <B/17.8 sec>	<sup>(2)</sup> ( <sup>(2)</sup> ) [ <sup>(2)</sup> ] { <sup>(2)</sup> } < <sup>(2)</sup> >	D (D) [D] {D} <D>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
SR-5/Federal Highway and 2 <sup>nd</sup> Avenue North	Signalized	A/6.1 sec (A/6.2 sec) [A/4.9 sec] {A/6.1 sec} <A/4.7 sec>	D (D) [D] {D} <D>	<sup>(2)</sup> ( <sup>(2)</sup> ) [ <sup>(2)</sup> ] { <sup>(2)</sup> } < <sup>(2)</sup> >	A (A) [A] {A} <A>	A (A) [A] {A} <A>
SR-5/Federal Highway and 7 <sup>th</sup> Avenue North	Signalized	A/7.4 sec (A/7.8 sec) [B/11.6 sec] {A/9.1 sec} <B/18.7 sec>	C (C) [C] {C} <C>	C (C) [C] {C} <C>	A (A) [A] {A} <A>	A (A) [B] {A} <C>

Notes: <sup>(1)</sup> Intersection cannot be analyzed in HCM 6<sup>th</sup> Edition. Therefore, HCM 2000 was used.  
<sup>(2)</sup> Approach doesn't exist

Table 10: P.M. Peak Hour Intersection Capacity Analysis						
Intersection	Traffic Control	Overall LOS/Delay	Approach LOS			
			EB	WB	NB	SB
<i>Existing Conditions (Future 2025 No-Build Conditions) [Future 2025 Build Conditions] {Future 2045 No-Build Conditions} &lt;Future 2045 Build Conditions&gt;</i>						
US-1/Dixie Highway and SR-5/Federal Highway	Signalized <sup>(1)</sup>	B/18.4 sec (C/20.2 sec) [B/19.5 sec] {C/23.4 sec} <C/21.8 sec>	<sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup>	D (D) [D] {D} <D>	B (B) [B] {C} <B>	B (B) [A] {B} <A>
US-1/Dixie Highway and 12 <sup>th</sup> Avenue South	Signalized <sup>(1)</sup>	D/52.0 sec (E/61.4 sec) [E/61.7 sec] {F/94.6 sec} <F/91.0 sec>	E (E) [E] {E} <E>	E (E) [E] {F} <F>	D (E) [D] {F} <E>	D (E) [F] {F} <F>
US-1/Dixie Highway and 6 <sup>th</sup> Avenue South	Signalized	D/43.6 sec (D/49.5 sec) [F/90.2 sec] {E/75.2 sec} <F/125.7 sec>	E (E) [E] {F} <F>	E (E) [E] {F} <F>	C (D) [F] {F} <F>	C (C) [D] {C} <F>
US-1/Dixie Highway and SR-802/Lake Avenue	Signalized	B/13.8 sec (B/13.9 sec) [B/17.1 sec] {B/14.4 sec} <B/17.6 sec>	D (D) [D] {D} <D>	<sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and SR-802/Lucerne Avenue	Signalized	B/18.8 sec (B/18.9 sec) [C/22.1 sec] {B/19.8 sec} <C/23.0 sec>	<sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup>	D (D) [D] {D} <D>	A (A) [A] {A} <A>	A (A) [A] {B} <B>
US-1/Dixie Highway and 2 <sup>nd</sup> Avenue North	Signalized	A/5.0 sec (A/5.1 sec) [A/7.1 sec] {A/5.4 sec} <A/7.9 sec>	E (E) [E] {E} <E>	E (E) [E] {E} <E>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and 7 <sup>th</sup> Avenue North	Signalized	A/7.4 sec (A/7.6 sec) [A/9.7 sec] {A/8.0 sec} <B/10.1 sec>	E (E) [E] {E} <E>	E (D) [D] {D} <D>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and 10 <sup>th</sup> Avenue North	Signalized	C/34.2 sec (D/37.0 sec) [D/41.9 sec] {E/58.2 sec} <E/73.3 sec>	D (D) [D] {D} <D>	E (E) [E] {E} <E>	C (C) [C] {D} <D>	C (D) [D] {F} <F>
US-1/Dixie Highway and 13 <sup>th</sup> Avenue North	Signalized	A/6.0 sec (A/6.0 sec) [A/7.9 sec] {A/6.1 sec} <A/7.8 sec>	D (D) [D] {D} <D>	E (E) [E] {E} <E>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and 22 <sup>nd</sup> Avenue North/ Worthmore Drive/Fordham Drive	Signalized	A/5.9 sec (A/6.0 sec) [A/7.9 sec] {A/6.6 sec} <A/8.6 sec>	E (E) [E] {E} <E>	D (D) [D] {D} <D>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
US-1/Dixie Highway and Arbors Shopping Center Driveway/ Courtyards Driveway	Signalized	A/6.5 sec (A/6.8 sec) [B/10.6 sec] {A/7.5 sec} <B/15.9 sec>	D (D) [D] {D} <D>	E (E) [E] {E} <E>	A (A) [A] {A} <A>	A (A) [A] {A} <B>
SR-5/Federal Highway and 6 <sup>th</sup> Avenue South	Signalized	A/9.7 sec (A/10.0 sec) [B/13.8 sec] {B/10.8 sec} <B/19.6 sec>	C (C) [C] {C} <C>	B (B) [B] {B} <B>	A (A) [A] {A} <B>	A (A) [B] {A} <C>
SR-5/Federal Highway and Lake Avenue	Signalized	B/19.6 sec (B/19.5 sec) [B/14.0 sec] {B/19.4 sec} <B/13.9 sec>	E (E) [E] {D} <D>	<sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
SR-5/Federal Highway and Lucerne Avenue	Signalized	C/34.0 sec (C/34.5 sec) [E/60.3 sec] {D/38.3 sec} <F/87.8 sec>	<sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup>	D (D) [D] {D} <D>	A (B) [B] {B} <B>	C (C) [F] {C} <F>
SR-5/Federal Highway and 2 <sup>nd</sup> Avenue North	Signalized	A/9.2 sec (A/9.2 sec) [A/6.5 sec] {A/9.6 sec} <A/6.7 sec>	E (E) [E] {E} <E>	<sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup> <sup>(2)</sup>	A (A) [A] {A} <A>	A (A) [A] {A} <A>
SR-5/Federal Highway and 7 <sup>th</sup> Avenue North	Signalized	A/6.0 sec (A/6.3 sec) [B/17.7 sec] {A/7.3 sec} <D/36.7 sec>	C (C) [C] {C} <C>	C (C) [C] {C} <C>	A (A) [A] {A} <A>	A (A) [C] {A} <E>

Notes: <sup>(1)</sup> Intersection cannot be analyzed in HCM 6<sup>th</sup> Edition. Therefore, HCM 2000 was used.  
<sup>(2)</sup> Approach doesn't exist

## TRAVEL TIME ANALYSIS

The corridor travel time was calculated using Trafficware SYNCHRO's Arterial Level of Service. The 3.5-mile segment along US-1/Dixie Highway between SR-5/Federal Highway to south of the WPB canal bridge A summary of the existing conditions analysis is presented in Table 11 and the future conditions analysis is presented in Table 12.

The results between the future 2025 no-build conditions and the future 2025 build conditions indicate that northbound travel times are expected to experience an increase of 48.1 seconds during the A.M. peak hour and an increase of 17.2 seconds during the P.M. peak hour as a result of the lane repurposing and the southbound travel times are expected to experience an increase of 220.7 seconds during the A.M. peak hour and 84.1 seconds during the P.M. peak hour as a result of the lane repurposing.

The results between the future 2045 no-build conditions and the future 2045 build conditions indicate that northbound travel times are expected to experience an increase of 62.2 seconds during the A.M. peak hour and 0.7 seconds during the P.M. peak hour as a result of the lane repurposing and the southbound travel times are expected to experience an increase of 301.6 seconds during the A.M. peak hour and 189.7 seconds during the P.M. peak hour as a result of the lane repurposing.

Travel time analysis worksheets for the study segments are included in Appendix F.

<b>Table 11: Existing Conditions Peak Hour Corridor Travel Time</b>			
<b>Direction</b>	<b>Roadway Segment</b>	<b>A.M. Peak Hour (sec)</b>	<b>P.M. Peak Hour (sec)</b>
<i>Existing Conditions</i>			
Northbound	SR-5/Federal Highway to 12 <sup>th</sup> Avenue South	102.2	117.7
	12 <sup>th</sup> Avenue South to 6 <sup>th</sup> Avenue South	77.1	83.4
	6 <sup>th</sup> Avenue South to SR-802/Lake Avenue	72.1	84.2
	SR-802/Lake Avenue to SR-802/Lucerne Avenue	10.0	14.6
	SR-802/Lucerne Avenue to 2 <sup>nd</sup> Avenue North	16.9	17.4
	2 <sup>nd</sup> Avenue North to 7 <sup>th</sup> Avenue North	65.5	73.3
	7 <sup>th</sup> Avenue North to 10 <sup>th</sup> Avenue North	57.2	67.0
	10 <sup>th</sup> Avenue North to 13 <sup>th</sup> Avenue North	35.2	32.9
	13 <sup>th</sup> Avenue North to 22 <sup>nd</sup> Avenue North	72.2	75.9
	22 <sup>nd</sup> Avenue North to Arbors Shopping Center	26.4	25.8
<b>Total</b>		<b>534.8</b>	<b>592.2</b>
Southbound	Arbors Shopping Center to 22 <sup>nd</sup> Avenue North	31.0	32.8
	22 <sup>nd</sup> Avenue North to 13 <sup>th</sup> Avenue North	76.3	67.7
	13 <sup>th</sup> Avenue North to 10 <sup>th</sup> Avenue North	82.8	88.0
	10 <sup>th</sup> Avenue North to 7 <sup>th</sup> Avenue North	31.8	33.3
	7 <sup>th</sup> Avenue North to 2 <sup>nd</sup> Avenue North	51.4	51.9
	2 <sup>nd</sup> Avenue North to SR-802/Lucerne Avenue	16.3	21.0
	SR-802/Lucerne Avenue to SR-802/Lake Avenue	16.9	10.9
	SR-802/Lake Avenue to 6 <sup>th</sup> Avenue South	85.7	94.1
	6 <sup>th</sup> Avenue South to 12 <sup>th</sup> Avenue South	76.8	79.8
	12 <sup>th</sup> Avenue South to SR-5/Federal Highway	77.0	83.5
<b>Total</b>		<b>546.0</b>	<b>563.0</b>

Table 12: Future Conditions Peak Hour Corridor Travel Time			
Direction	Roadway Segment	A.M. Peak Hour (sec)	P.M. Peak Hour (sec)
<i>Future 2025 No-Build Conditions (Future 2025 Build Conditions)</i> <i>[Future 2045 No-Build Conditions]{Future 2045 Build Conditions}</i>			
Northbound	SR-5/Federal Highway to 12 <sup>th</sup> Avenue South	105.1 (105.1) [135.0] {123.4}	130.0 (111.3) [183.5] {138.0}
	12 <sup>th</sup> Avenue South to 6 <sup>th</sup> Avenue South	77.0 (81.6) [76.8] {82.7}	85.4 (91.0) [86.4] {95.8}
	6 <sup>th</sup> Avenue South to SR-802/Lake Avenue	72.3 (70.4) [73.2] {71.2}	86.2 (82.7) [91.5] {88.7}
	SR-802/Lake Avenue to SR-802/Lucerne Avenue	9.9 (13.1) [10.8] {15.6}	15.0 (20.5) [15.1] {22.6}
	SR-802/Lucerne Avenue to 2 <sup>nd</sup> Avenue North	16.9 (18.8) [17.0] {18.8}	18.1 (24.9) [18.5] {29.4}
	2 <sup>nd</sup> Avenue North to 7 <sup>th</sup> Avenue North	66.1 (70.6) [67.3] {73.5}	74.9 (79.8) [77.0] {83.6}
	7 <sup>th</sup> Avenue North to 10 <sup>th</sup> Avenue North	59.6 (77.1) [67.4] {94.9}	70.0 (79.5) [78.3] {87.0}
	10 <sup>th</sup> Avenue North to 13 <sup>th</sup> Avenue North	35.5 (38.7) [36.4] {41.4}	33.3 (35.1) [33.6] {36.0}
	13 <sup>th</sup> Avenue North to 22 <sup>nd</sup> Avenue North	72.6 (80.3) [74.2] {87.7}	77.1 (78.9) [82.8] {82.0}
	22 <sup>nd</sup> Avenue North to Arbors Shopping Center	26.8 (34.2) [28.4] {39.5}	25.9 (29.4) [27.8] {32.1}
<b>Total</b>		<b>541.8</b> <b>(589.9)</b> <b>[586.5]</b> <b>{648.7}</b>	<b>615.9</b> <b>(633.1)</b> <b>[694.5]</b> <b>{695.2}</b>
Southbound	Arbors Shopping Center to 22 <sup>nd</sup> Avenue North	31.2 (34.7) [32.0] {38.6}	33.6 (50.4) [37.8] {98.9}
	22 <sup>nd</sup> Avenue North to 13 <sup>th</sup> Avenue North	77.2 (77.8) [80.1] {80.6}	67.9 (68.7) [68.3] {68.7}
	13 <sup>th</sup> Avenue North to 10 <sup>th</sup> Avenue North	92.0 (266.3) [123.7] {345.3}	91.2 (109.4) [121.3] {179.6}
	10 <sup>th</sup> Avenue North to 7 <sup>th</sup> Avenue North	31.8 (34.8) [31.9] {38.5}	33.5 (36.7) [34.2] {39.1}
	7 <sup>th</sup> Avenue North to 2 <sup>nd</sup> Avenue North	51.4 (52.5) [51.5] {52.9}	52.0 (53.9) [52.3] {54.8}
	2 <sup>nd</sup> Avenue North to SR-802/Lucerne Avenue	16.4 (18.9) [17.4] {20.0}	21.7 (23.4) [26.7] {27.1}
	SR-802/Lucerne Avenue to SR-802/Lake Avenue	17.6 (15.0) [18.5] {15.1}	11.3 (13.0) [16.2] {16.4}
	SR-802/Lake Avenue to 6 <sup>th</sup> Avenue South	87.0 (96.2) [91.3] {104.4}	96.6 (123.0) [104.2] {162.2}
	6 <sup>th</sup> Avenue South to 12 <sup>th</sup> Avenue South	77.6 (99.8) [88.6] {136.5}	80.8 (91.4) [90.1] {94.2}
	12 <sup>th</sup> Avenue South to SR-5/Federal Highway	77.4 (84.3) [79.9] {84.6}	85.9 (88.7) [91.3] {91.1}
<b>Total</b>		<b>559.6</b> <b>(780.3)</b> <b>[614.9]</b> <b>{916.5}</b>	<b>574.5</b> <b>(658.6)</b> <b>[642.4]</b> <b>{832.1}</b>

## MULTIMODAL ANALYSIS

The US-1/Dixie Highway corridor in Lake Worth Beach is home to many residents that have limited mobility choices. Transit-dependent populations often include people that live below the poverty line and those that do not have access to a vehicle. Given the employment barriers for those unable to drive, poverty plays an intricate role in reliance on transit and pedestrian and bicycle infrastructure. In the US-1/Dixie Highway study corridor, approximately 33 percent (33%) of low-income African Americans, 25 percent (25%) of low-income Latinos, and 12 percent (12%) of low-income Whites lack automobile access. The portion of the population that lacks access to a vehicle along the US-1 corridor in Lake Worth Beach is among the highest in Palm Beach County, exceeding 1.0 households per acre lacking automobile access. As such, the following sub-sections summarize the multimodal impacts that are anticipated as a result of the lane repurposing.

### **Impact on Pedestrian and Bicycle Infrastructure**

By repurposing one travel lane in each direction between SR-5/Federal Highway and south of the WPB canal bridge, a range of pedestrian and bicycle infrastructure improvements are under consideration for implementation. Five (5) foot conventional bicycle lanes or 11-foot sidewalks are two (2) options for the lane repurposing. Regardless of what facility is implemented, an improvement to pedestrian and bicycle experience is expected. Pedestrians are consistently observed to distance from US-1/Dixie Highway traffic lanes along the study corridor wherever an opportunity arises, indicating a clear desire for greater separation from moving motor vehicles, which is consistent with pedestrian level of service principles. A lane repurposing that adds bicycle facilities would achieve an ancillary benefit of greater separation from traffic for people on the sidewalk. Additionally, increasing the sidewalk width would achieve a direct benefit of greater separation from traffic for people on the sidewalk.

### **Impact on Transit Routes/Transit Stop Locations**

The following Palm Tran routes operate along US-1/Dixie Highway in Lake Worth Beach:

- Palm Tran Route 1
- Palm Tran Route 61 (Lucerne Avenue to 10<sup>th</sup> Avenue N only)

- Palm Tran Route 64 (12<sup>th</sup> Avenue S to 6<sup>th</sup> Avenue S only)

No re-routing of bus routes is anticipated. Improved multimodal access to bus stops and enhanced passenger comfort will result from implementing this project. Coordination with Palm Tran will occur throughout the project.

Furthermore, the proposed lane repurposing project is expected to facilitate implementation of the Palm Tran Express (PTX) service in the corridor, consistent with the US-1 Multimodal Corridor Study.

#### **Impact on Designated Truck Routes**

US-1/Dixie Highway between SR-5/Federal Highway and south of the WPB canal bridge is not a designated truck route. No modifications to turning radii at intersections are being proposed. The width of the three (3) travel lanes are proposed to be 11 feet, which is the same or greater than the current lane widths.

## CRASH ANALYSIS

### US-1 DIXIE HIGHWAY

A crash data analysis was conducted along US-1/Dixie Highway between SR-5/Federal Highway and south of the WPB canal bridge. The following sections summarize the analysis. Detailed crash data is included in Appendix G.

#### Crashes by Year

A total of 841 crashes occurred between January 2016 and December 2020. The general frequency of crashes increased over the five-year period, although a decrease occurred in the year 2020 compared to 2019, as illustrated in Figure 11.

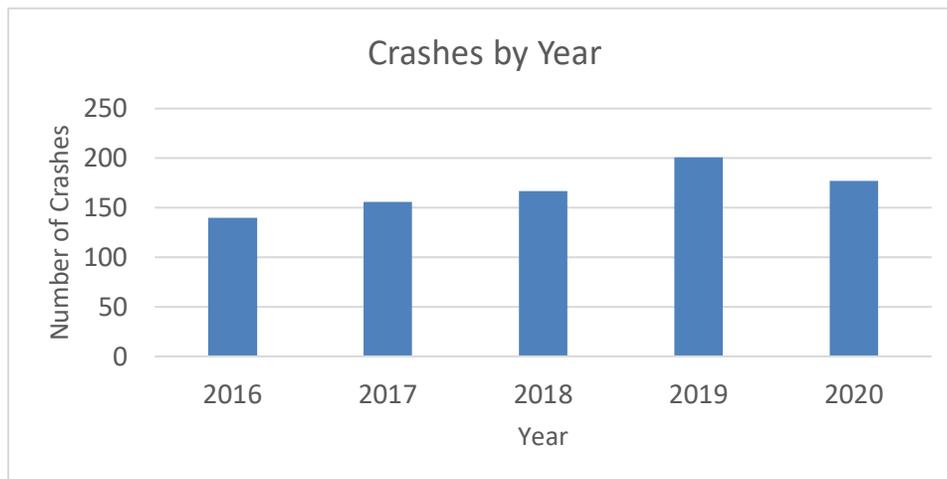


Figure 11: Crashes by Year

#### Crashes by Time of Day

Figure 12 illustrates the distribution of crashes by time of day. Crashes were highest during the times between 10:00 AM to 8:00 PM. The peak number of crashes occurred between 4:00 P.M. and 5:00 P.M.

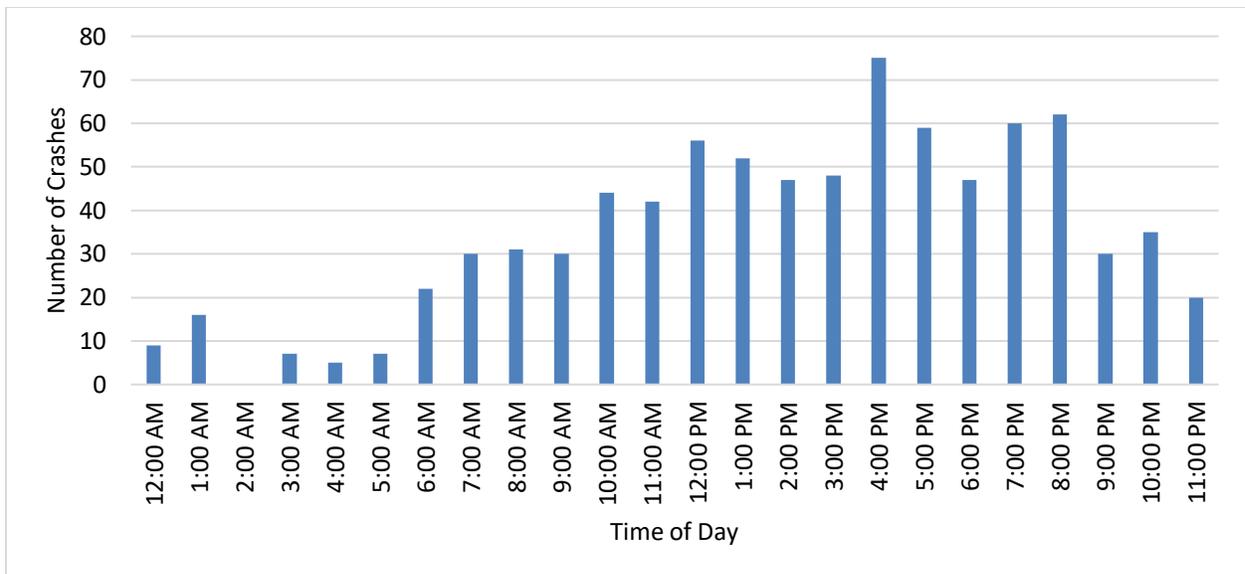


Figure 12: Crashes by Time of Day

**Crashes by Severity**

There were thirteen (13) fatal crashes and three-hundred and seventy-three (373) injury crashes. Property damage only (PDO) crashes accounted for 77 percent of crashes during the five-year period as shown in Table 13.

Severity	2016	2017	2018	2019	2020	Total	Percent of Total
Fatality	1	0	7	3	2	13	2%
Injury	68	73	69	87	76	373	44%
PDO	71	83	91	111	99	455	54%
Total	140	156	167	201	177	841	100%

**Crashes by Type**

As shown in Table 14, the most frequent crash type was rear end (27 percent). There were also thirty-three (33) crashes involving pedestrians, and twenty-four (24) crashes involving bicycles. Crash types are presented graphically in Figure 13.

Severity	Total	Percent of Total
Angle	166	19.7%
Backed Into	10	1.2%
Bicycle	24	2.9%
Curb	3	0.4%
Head On	28	3.3%
Left Turn	187	22.2%
Off Road	28	3.3%
Other Fixed Object	5	0.6%
Other Post, Pole or Support	2	0.2%
Other - Non-Collision	1	0.1%
Overturn	3	0.4%
Park Motor Vehicle	2	0.2%
Pedestrian	33	3.9%
Railway Vehicle	2	0.2%
Rear End	227	27.0%
Right Turn	18	2.1%
Rollover	2	0.2%
Sideswipe	96	11.4%
Tree	1	0.1%
Utility Pole/Light Support	3	0.4%
<b>Total</b>	<b>841</b>	<b>100.00%</b>

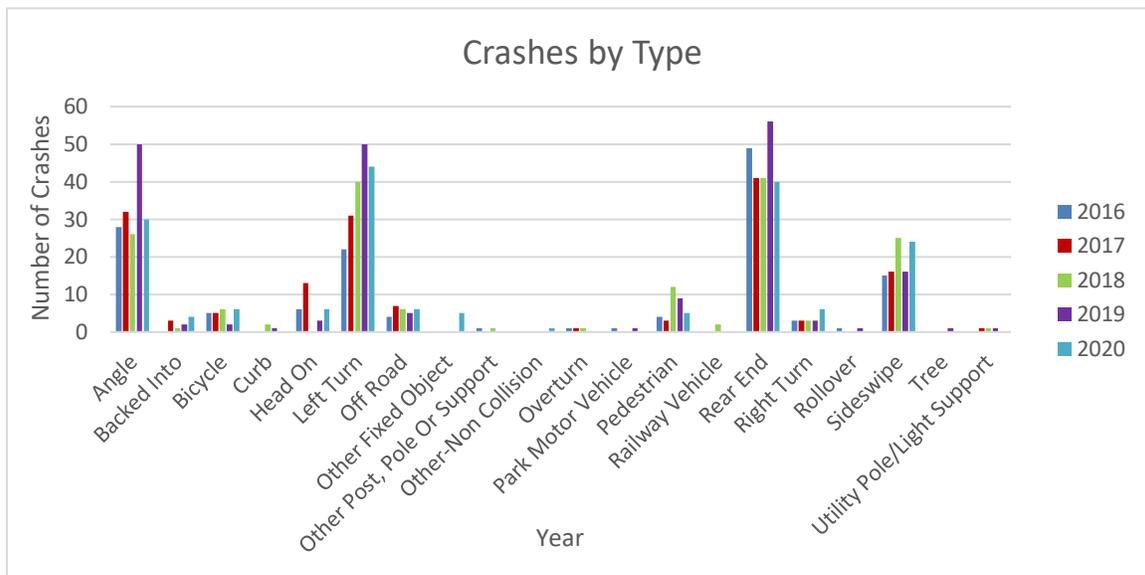


Figure 13: Crashes by Type

**Crashes by Lighting Condition**

Roughly sixty-five percent of crashes occurred during daylight conditions, as shown in Table 15. Roughly thirty-five percent of crashes occurred during dark conditions, which is more than the

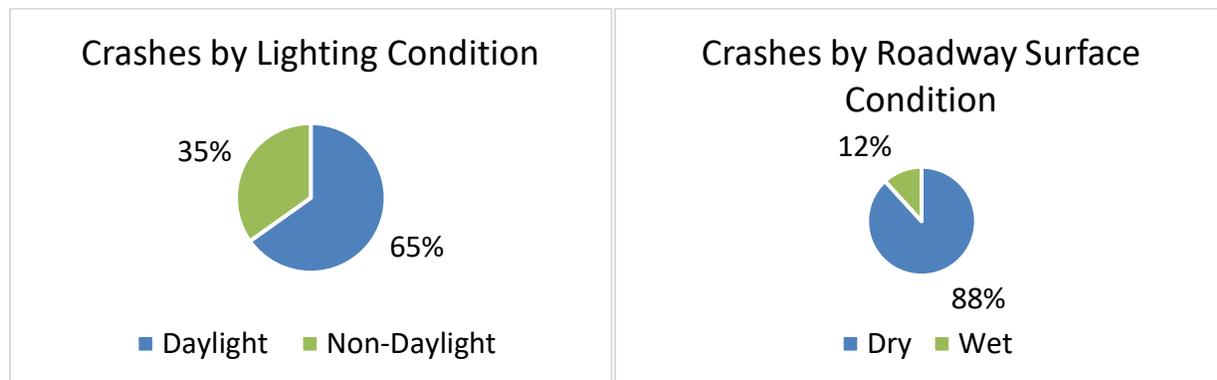
statewide average for the same period (30 percent). Dark conditions include dark-lighted, dark-not lighted, dark-unknown lighting, dusk, and dawn.

Lighting Condition	2016	2017	2018	2019	2020	Total	Percent of Total
Dawn	1	4	0	1	4	10	1.2%
Daylight	96	110	106	124	112	548	65.2%
Dark - Lighted	36	32	51	70	55	244	29.0%
Dark - Not Lighted	1	2	1	1	0	5	0.6%
Dark - Unknown Lighting	0	0	1	0	1	2	0.2%
Dusk	6	8	8	5	5	32	3.8%

**Crashes by Roadway Surface Condition**

Eighty-eight percent (88%) of crashes occurred during dry roadway surface conditions and twelve percent (12%) occurred during wet roadway surface conditions. The statewide average for wet pavement condition crashes is 18 percent (18%). Therefore, pavement surface improvements are not anticipated.

Surface Condition	2016	2017	2018	2019	2020	Total	Percent of Total
Dry	125	138	154	169	156	642	88%
Wet	15	18	13	32	21	99	12%



**SR-5 FEDERAL HIGHWAY**

A crash data analysis was conducted along SR-5 Federal Highway between US-1/Dixie Highway and south of the WPB canal bridge. The following sections summarize the analysis. Detailed crash data is included in Appendix G.

**Crashes by Year**

A total of 210 crashes occurred between January 2016 and December 2020. The general frequency of crashes increased over the five-year period, although a decrease occurred in the year 2018 compared to 2017 as well as in the year 2020 compared to 2019, as illustrated in Figure 14.

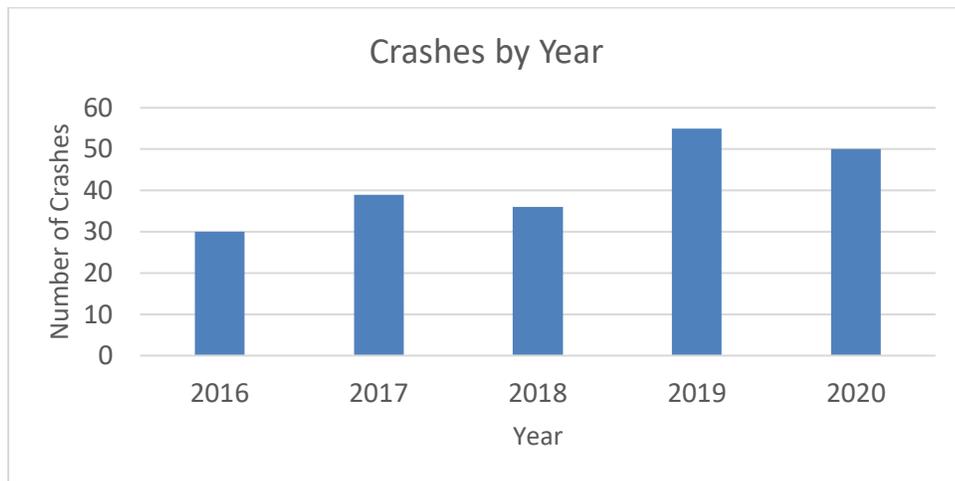


Figure 14: Crashes by Year

**Crashes by Time of Day**

Figure 15 illustrates the distribution of crashes by time of day. Crashes were highest during daylight from 8:00 AM to 5:00 PM. The peak number of crashes occurred at 5:00 PM.

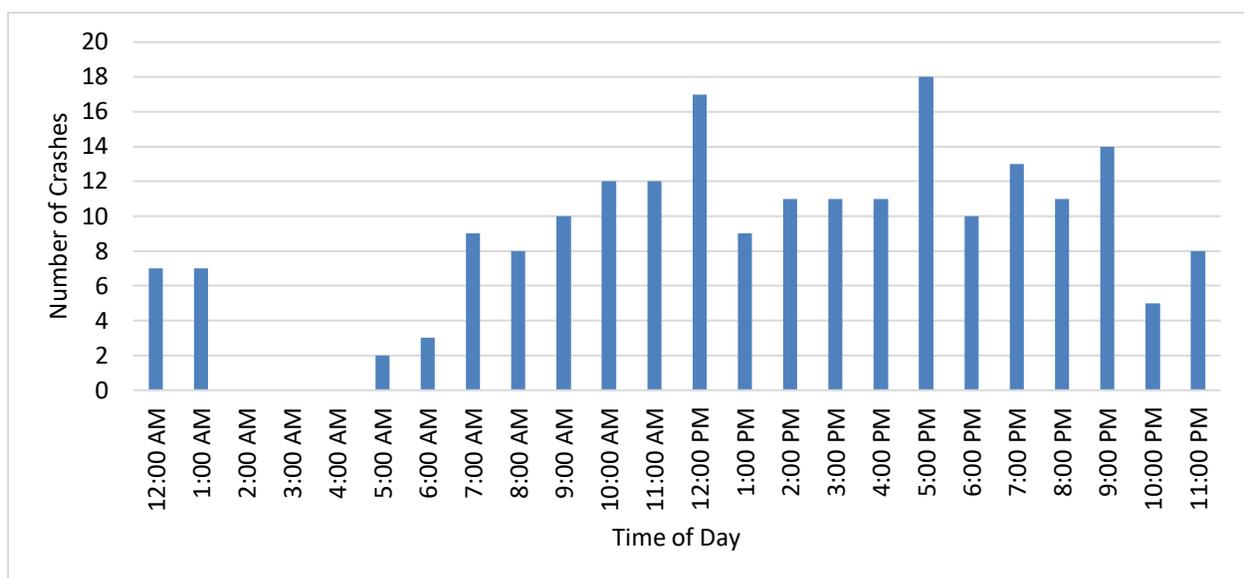


Figure 15: Crashes by Time of Day

**Crashes by Severity**

There were zero (0) fatal crashes and ninety-seven (97) injury crashes. Property damage only (PDO) crashes accounted for 54 percent of crashes during the five-year period as shown in Table 17.

Severity	2016	2017	2018	2019	2020	Total	Percent of Total
Fatality	0	0	0	0	0	0	0%
Injury	21	18	11	26	21	97	44%
PDO	9	21	25	29	29	113	54%
<b>Total</b>	<b>30</b>	<b>39</b>	<b>36</b>	<b>55</b>	<b>50</b>	<b>210</b>	<b>100%</b>

**Crashes by Type**

As shown in Table 18, the most frequent crash type was angle (39 percent). There were also three (3) crashes involving pedestrians, and two (2) crashes involving bicycles. Crash types are presented graphically in Figure 16.

Severity	Total	Percent of Total
Angle	82	39.0%
Animal	1	0.5%
Backed Into	5	2.4%
Bicycle	2	1.0%
Head On	8	3.8%
Left Turn	40	19.0%
Off Road	11	5.2%
Other Fixed Object	3	1.4%
Other Non-Collision	4	1.9%
Other Non-Fixed Object	5	2.4%
Pedestrian	3	1.4%
Rear End	21	10.0%
Right Turn	8	3.8%
Rollover	2	1.0%
Sideswipe	15	7.1%
<b>Total</b>	<b>210</b>	<b>100.00%</b>

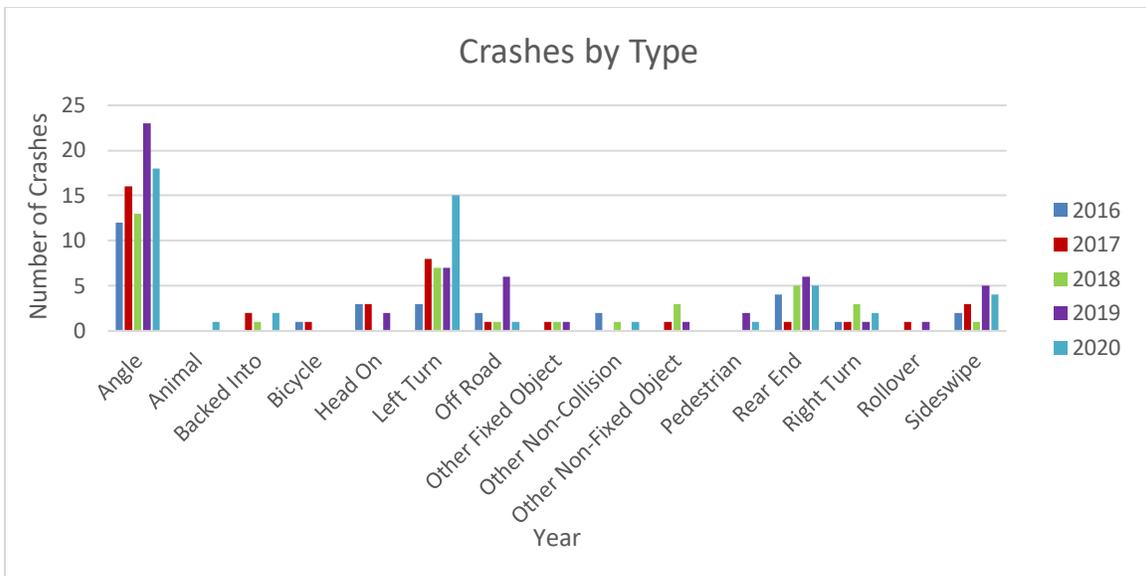


Figure 16: Crashes by Type

**Crashes by Lighting Condition**

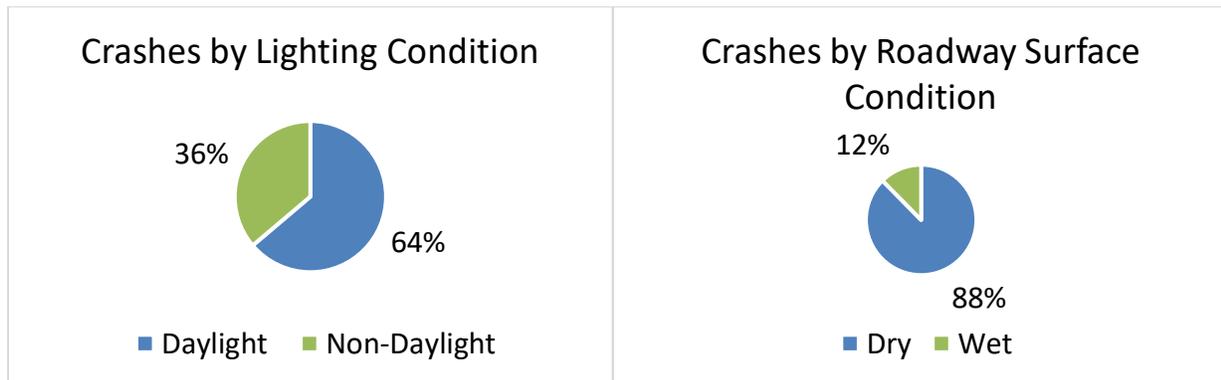
Roughly sixty-four percent of crashes occurred during daylight conditions, as shown in Table 19. Roughly thirty-six percent of crashes occurred during dark conditions, which is more than the statewide average for the same period (30 percent). Dark conditions include dark-lighted, dark-not lighted, dark-unknown lighting, dusk, and dawn.

Lighting Condition	2016	2017	2018	2019	2020	Total	Percent of Total
Dawn	0	1	0	1	1	0	1.4%
Daylight	17	29	21	35	32	17	63.8%
Dark - Lighted	11	9	11	17	15	11	30.0%
Dark - Not Lighted	0	0	2	1	0	0	1.4%
Dark - Unknown Lighting	1	0	0	0	0	1	0.5%
Dusk	1	0	2	1	2	1	2.9%

**Crashes by Roadway Surface Condition**

Eighty-eight percent (88%) of crashes occurred during dry roadway surface conditions and twelve percent (12%) occurred during wet roadway surface conditions. The statewide average for wet pavement condition crashes is 18 percent (18%). Therefore, pavement surface improvements are not anticipated.

Surface Condition	2016	2017	2018	2019	2020	Total	Percent of Total
Dry	27	34	31	51	41	27	88%
Wet	3	5	5	4	9	3	12%



**Review of Crash Modification Factor (CMF)**

A review of Crash Modification Factor (CMF) from the U.S. Department of Transportation (DOT) Federal Highway Administration’s (FHWA) CMF Clearinghouse webpage was conducted to identify the potential effects of lane repurposing on safety. CMF ID#2841 was identified as the representative CMF for the proposed lane repurposing. The CMF is applicable when converting four-lane roadways to three-lane roadways with center turn lane. The CMF value is 0.53, which represents a 47 percent (47%) decrease in crashes. Note that the star quality rating is five (5) stars, and the CMF is applicable to all crash types of all severities. The detailed CMF fact sheet is included in Appendix G.

## QUALITATIVE IMPACT ANALYSIS

A qualitative impact analysis was conducted to further understand impacts related to the lane repurposing that are not directly included in the capacity analyses. Note that the current speed limit along US-1/Dixie Highway in Lake Worth Beach is 35 miles-per-hour (mph) and it is not proposed to be modified under lane repurposing conditions. Further note that design variations or exceptions are not anticipated. Below summarizes the qualitative analysis.

### **Impact on Emergency Response**

Impacts on emergency responders are anticipated to be minimal as no emergency service providers are located within the lane repurposing corridor. Once the project is implemented, the center lane will be available for emergency response vehicles to assist in navigating through traffic. Coordination with emergency responders will occur throughout the project.

### **Impact on Evacuation Routes**

US-1/Federal Highway is not a designated evacuation route. Therefore, impacts to emergency evacuation are not anticipated.

## CONCLUSION

The City of Lake Worth Beach, the Lake Worth Beach Community Redevelopment Agency (CRA), and the Palm Beach Transportation Planning Agency (TPA) desire to proceed with the recommendations of the US-1 Multimodal Corridor Study along US-1/Dixie Highway. The US-1 Multimodal Corridor Study is a 42-mile collaborative plan that established the need for new enhanced bus transit service as well as facilities to improve pedestrian and bicycle safety and connectivity along the US-1 corridor in Palm Beach County.

Currently, US-1/Dixie Highway is a 4-lane undivided (4LU) roadway between SR-5/Federal Highway and south of the West Palm Beach (WPB) canal bridge. The existing posted speed limit is 35 miles per hour (mph). The intent of this study is to assess the impact of repurposing one (1) northbound and one (1) southbound lane on US-1/Dixie Highway from SR-5/Federal Highway to south of the WPB canal bridge.

A diversion analysis was conducted using SERPM 8.512 to compare the “build” future year 2045 conditions with lane repurposing in place to the “no-build” future year and 2045 conditions. The results show that approximately 5,900 daily trips are expected to divert from US-1/Dixie Highway to other routes in the year 2045, which corresponds to roughly 27 percent (27%) of the future 2045 “no-build” traffic volumes. A proportional diversion of 27 percent (27%) was also applied to the future 2025 volumes to account for trip diversion in all future “build” analysis conditions.

The roadway segment analyses found that US-1/Dixie Highway will operate within the guidance provided by Federal Highway Administration (FHWA) if the lane repurposing is implemented (project build conditions). Although there is an expected increase in traffic volumes along SR-5/Federal Highway from motorists choosing to divert, the roadway segment analyses indicates that SR-5/Federal Highway has enough capacity to handle the diverted trips within acceptable conditions under all analysis time periods.

The peak period intersection capacity analyses show the study intersections are expected to operate at LOS D or better during the A.M. and P.M. peak hours under all project build analysis conditions with the exception of the following:

- The intersection of US-1/Dixie Highway and 12<sup>th</sup> Avenue South is expected to operate at LOS E under 2025 future build conditions during the P.M. peak hour and under 2045 future build conditions during the A.M. peak hour. The intersection is expected to operate at LOS F under 2045 future build conditions during the P.M. peak hour. Please note that this intersection already has only one (1) northbound through lane in the no-build condition; therefore, it essentially operates as a partial test-case for lane repurposing in the corridor. This intersection is expected to operate at an acceptable LOS E under the short-term build conditions, indicating that traffic growth forecasts beyond the short-term are triggering the LOS F result under 2045 conditions.
- The signalized intersection of US-1/Dixie Highway and 6<sup>th</sup> Avenue South is expected to operate at LOS E under 2045 future build conditions during the A.M. peak hour and LOS F under 2025 future build conditions and 2045 future build conditions during the P.M. peak hour. Traffic mitigation for this condition could include creating dedicated northbound and southbound right-turn lanes.
- The signalized intersection of US-1/Dixie Highway and 10<sup>th</sup> Avenue North LOS E South is expected to operate at LOS E under 2045 future build conditions during the P.M. peak hour and LOS F under 2025 future build conditions and 2045 future build conditions during the A.M. peak hour. Traffic mitigation for this condition could include creating dedicated northbound and southbound right-turn lanes.
- The signalized intersection of SR-5/Federal Highway and SR-802/Lucerne Avenue is expected to operate at LOS E under 2025 future build conditions during the P.M. peak hour and LOS F under 2045 future build conditions during the P.M. peak hour. This intersection is not on the project corridor but is on a diversion route as indicated by the SERPM diversion analysis. The project partners are considering capacity enhancements that could mitigate the condition.

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# ***US-1 Multimodal Corridor Study***



**CONNECTING** COMMUNITIES  
*In Palm Beach County*

*The US-1 Multimodal Corridor Study is a Palm Beach Transportation Planning Agency (TPA) Priority Project that was conducted in 2017-2018 to identify multimodal improvements along US-1 in Palm Beach County from Camino Real in the City of Boca Raton to Indiantown Road in the Town of Jupiter. This report contains an overview of the findings and recommendations of this study. More information can be found on the project website or the Palm Beach TPA's website.*

*Project Website: [www.us1pbcorridorstudy.com](http://www.us1pbcorridorstudy.com)*

*Palm Beach TPA's Website: [www.palmbeachtpa.org/us1](http://www.palmbeachtpa.org/us1)*

*Adopted May 17, 2018 by the Palm Beach TPA Governing Board*

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# Acknowledgments

*We extend our sincere appreciation and gratitude to the residents, business owners, elected officials, local government staff, partner agencies, Health Impact Assessment (HIA) Working Group, and stakeholders who participated in the planning process and guided the development of the US-1 Multimodal Corridor Study.*

## Project Committee Team

Palm Beach Transportation Planning Agency (TPA)  
Florida Department of Transportation (FDOT) - District Four  
Palm Tran

## Consultant Team

Kimley-Horn & Associates  
Kittelson & Associates  
Treasure Coast Regional Planning Council  
(TCRPC)

**US-1 Multimodal  
Corridor Study**



**CONNECTING**COMMUNITIES  
*In Palm Beach County*

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*Everyone's time, input and energy are greatly appreciated.*

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## Acronyms

<b>AMI</b>	Area Median Income	<b>OD</b>	Origin-Destination
<b>APC</b>	Automated Passenger Counter	<b>PE</b>	Preliminary Engineering
<b>BCT</b>	Broward County Transit	<b>PTX</b>	Palm Tran Express
<b>BMI</b>	Body Mass Index	<b>QTY</b>	Quantity
<b>BRFSS</b>	Behavioral Risk Factor Surveillance System	<b>ROW</b>	Right-of-Way
<b>BRT</b>	Bus Rapid Transit	<b>RPM</b>	Route Performance Maximization
<b>CDC</b>	Centers for Disease Control and Prevention	<b>STP</b>	Surface Transportation Program
<b>CEI</b>	Construction, Engineering and Inspection	<b>TCRPC</b>	Treasure Coast Regional Planning Council
<b>CIG</b>	Capital Investment Grants	<b>TDP</b>	Transit Development Plan
<b>CST</b>	Construction	<b>TDSP</b>	Transportation Disadvantaged Service Plan
<b>ENV</b>	Environment	<b>TIGER</b>	Transportation Investments Generating Economic Recovery
<b>FDM</b>	FDOT Design Manual	<b>TIP</b>	Transportation Improvement Program
<b>FDOT</b>	Florida Department of Transportation	<b>TOD</b>	Transit Oriented Development
<b>FHWA</b>	Federal Highway Administration	<b>TPA</b>	Transportation Planning Agency
<b>FTA</b>	Federal Transit Administration	<b>TRIP</b>	Transportation Regional Incentive Program
<b>FY</b>	Fiscal Year	<b>VPHPD</b>	Vehicles per hour per direction
<b>HIA</b>	Health Impact Assessment	<b>WPB ITC</b>	West Palm Beach Intermodal Transfer Center
<b>MOD</b>	Mobility on Demand		
<b>MOS</b>	Minimum Operating Segment		
<b>MPH</b>	miles per hour		
<b>NTSP</b>	New Starts Transit Program		



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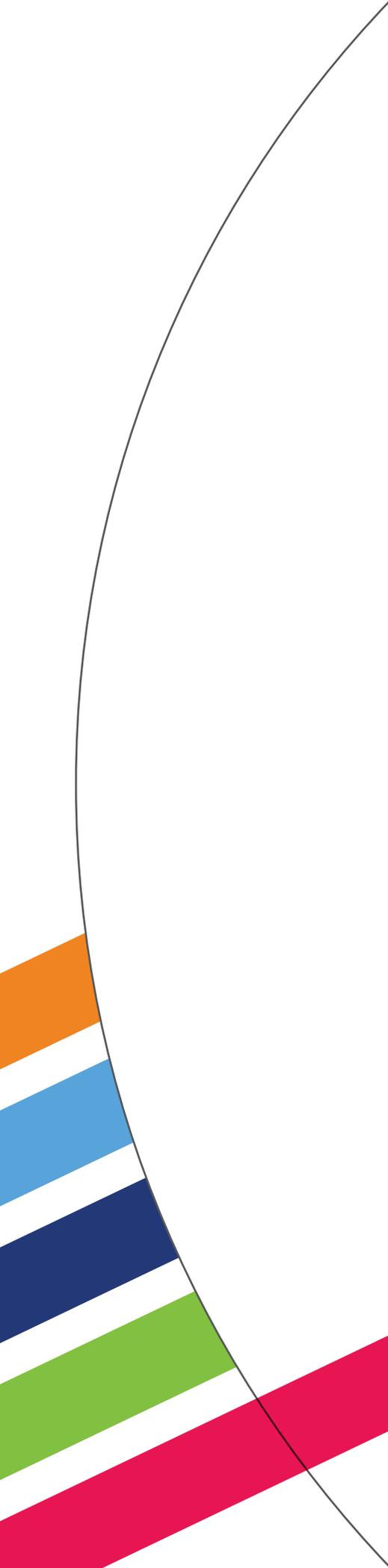
- 7** Chapter 1. Project Overview
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## Appendices

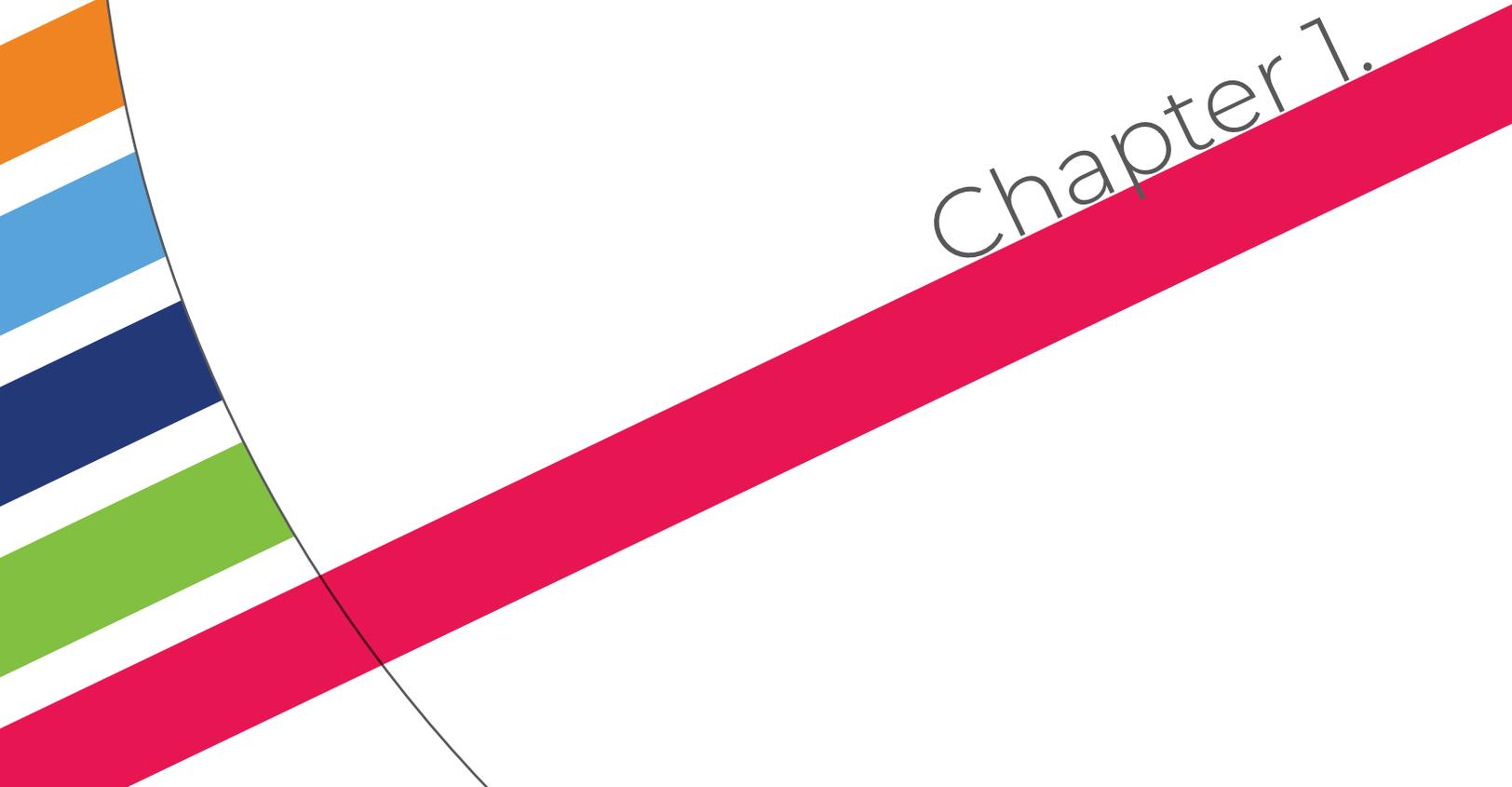
**Appendix A:** Health Impact Assessment (HIA)

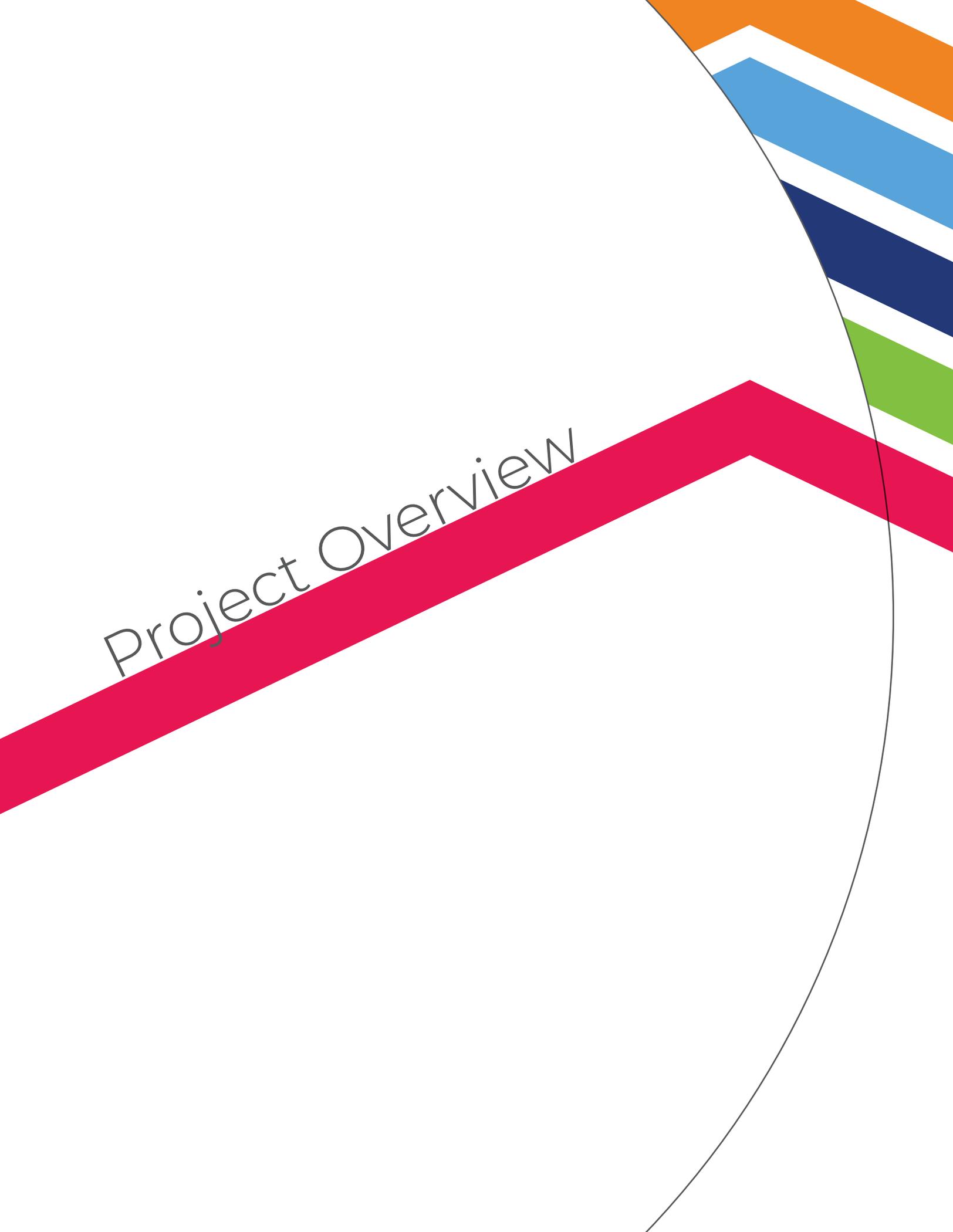
**Appendix B:** Transit Assessment

**Appendix C:** Roadway



# Chapter 1.



A decorative graphic in the top right corner of the page. It features a large, thin black circular arc that curves from the top right towards the bottom right. Overlapping this arc are several thick, parallel lines in various colors: orange, light blue, dark blue, green, and a prominent red line that runs diagonally across the page. The text 'Project Overview' is written in a grey, sans-serif font, following the curve of the red line.

# Project Overview

# Introduction

The US-1 Multimodal Corridor Study encompasses the US-1 corridor in Palm Beach County from Camino Real in the City of Boca Raton to Indiantown Road in the Town of Jupiter, a length of approximately 42 miles. US-1 is a major north-south travel corridor that traverses 14 of the county's eastern communities. The corridor serves approximately 102,000 workers and 68,000 residents. This stretch of corridor was divided into six sections.

Palm Tran's highest ridership bus Route 1 and "The Bolt" limited stop service operate along US-1 and provide access to employment destinations such as Downtown West Palm Beach, education destinations such as Florida Atlantic University, and retail and entertainment destinations such as Downtown Delray Beach. The population is diverse, with both very low and very high-income concentrations located along it. Significant redevelopment occurring all along the corridor reflects and contributes to changing needs and desires of both existing users and those occupying these new places.

The purpose of the US-1 Multimodal Corridor Study is to develop a comprehensive plan to upgrade the existing Palm Tran limited stop service to a corridor-based bus rapid transit (BRT) service as well as implement multimodal facilities that improve safety and access for all users, connecting communities along the corridor. As part of this study, a Health Impact Assessment (HIA) was conducted to understand how bicycle, pedestrian and transit improvements could increase access to jobs, education, health and community services, pedestrian and bicycle safety, and development and redevelopment along the corridor of the adjacent communities.

Multimodal facilities include a variety of complete street improvements such as bicycle lanes, shared use paths, bus stops, furnishing zones, street trees, crosswalks, pedestrian median refuge, and streetlights. These components work together to create a street with more mobility options that have been demonstrated to result in safer outcomes for all users. More general information on complete streets and be found in the Palm Beach TPA Complete Streets Design Guidelines.

[www.palmbeachtpa.org/CompleteStreets](http://www.palmbeachtpa.org/CompleteStreets)



## STUDY AREA

- Study Corridor
- Municipality

## Study Area Demographics



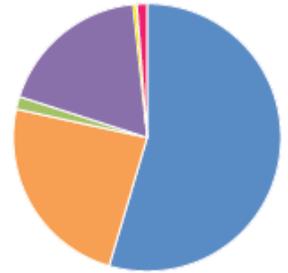
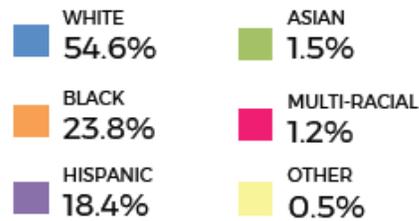
**68,000 Residents**

(13% of Palm Beach County's Residents)

**102,000 Workers**

(19% of Palm Beach County's Jobs)

### RACE + ETHNICITY



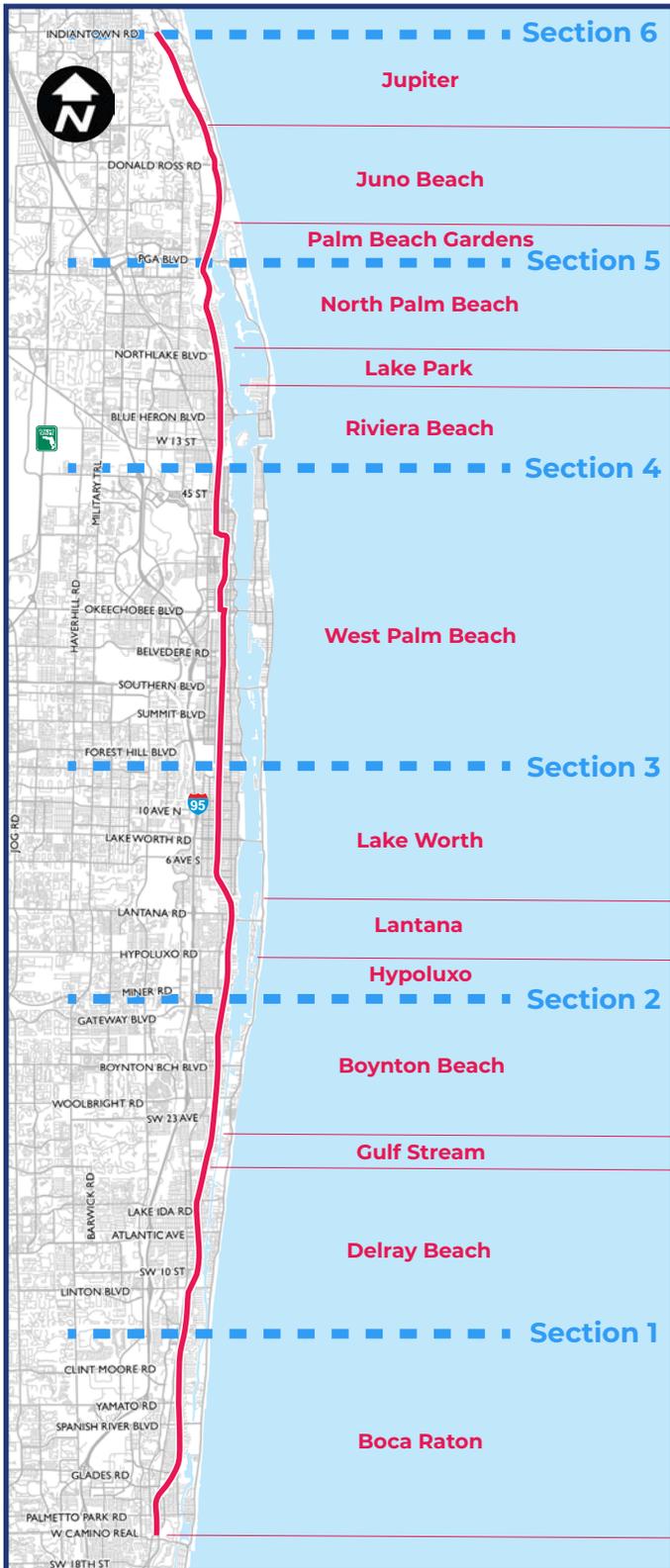
Source: U.S. Census Bureau 2011-2015 5-Year Estimates

### INCOME & POVERTY

There are concentrations of income and poverty Lake Worth, West Palm Beach, & Riviera Beach



The Median Household Income in Palm Beach County is \$58,970



#### STUDY AREA

-  Section #
-  Municipality

## PEDESTRIAN & BICYCLE SAFETY IS A CONCERN ALONG US-1

**15 Fatalities, which All Occurred in Dark or Dusk**

(Between 2011-2016)



**82% of Bicycle Crashes Occurred in Locations with No Bicycle Lane**

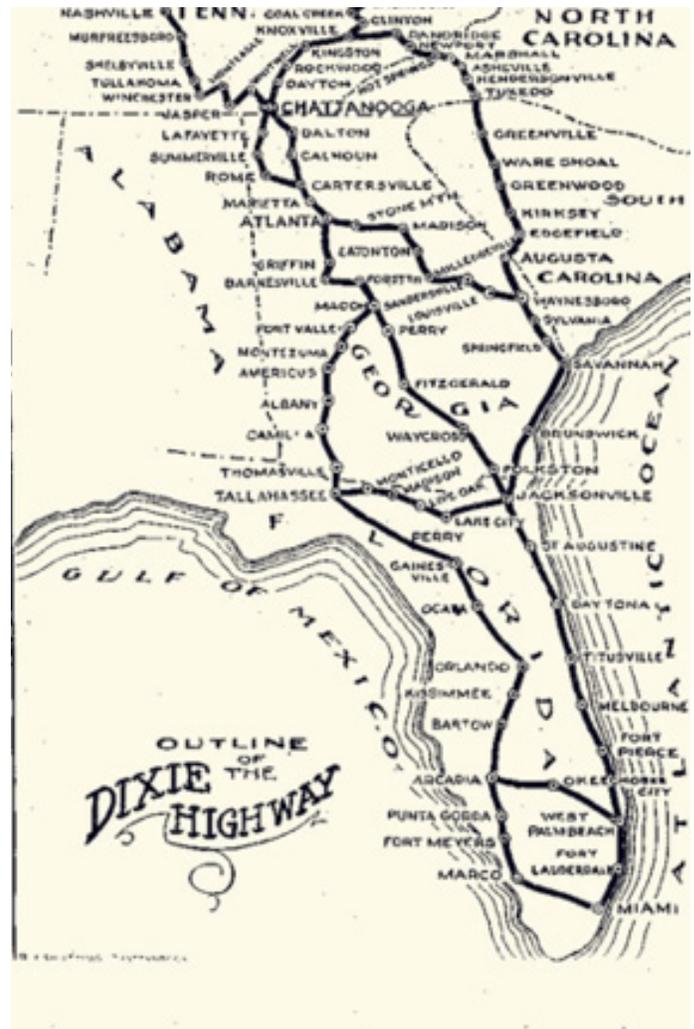
# US-1 History

Historically, US-1 has provided mobility for north-south trips through Palm Beach County. US-1 was designated in 1926 as “The Dixie Highway,” which was one of several trans-continental roads envisioned in the early days of the automobile. Development catered to the motoring public with motels, restaurants and other services designed for patrons arriving by car. Because of its transportation role, it was widened over the years to meet growing traffic demand reinforcing its auto-orientation.

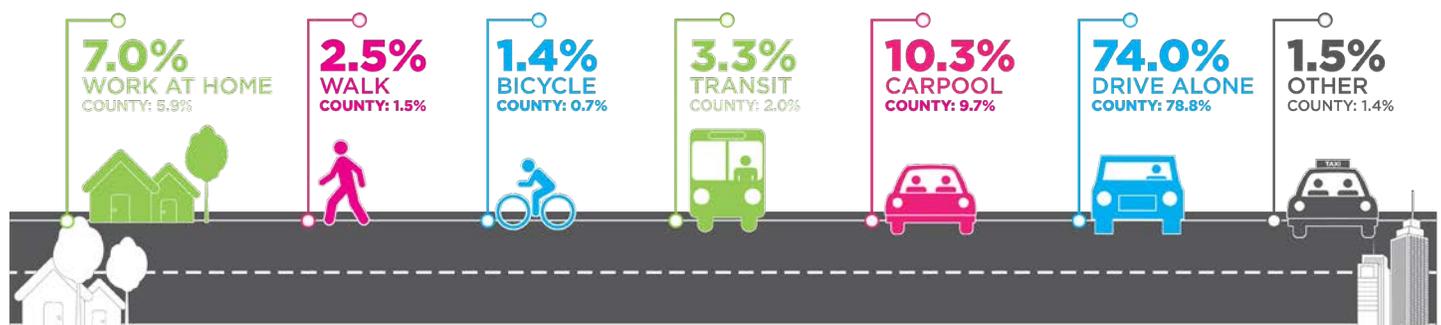
The role of US-1 began to change in the 1970’s with the construction of Interstate 95, when it was the main road to get to and through Palm Beach County for long distance trips along the eastern seaboard and within Florida. The high number of destinations that have grown along the corridor have also increased use by pedestrians, bicyclists and transit riders.

Some of the corridor’s municipal leaders have started to pursue Complete Streets policies, preparing studies, redesigning networks and even reconstructing portions of US-1 that traverse their communities. The fragmented nature of these prior actions have resulted in varying approaches for accommodating walking and bicycling. Consequently, this has contributed to an inconsistent environment for active transportation and transit users.

Today, US-1 is a “Main Connector” serving downtown areas in the eastern core of Palm Beach County.



## HOW DO RESIDENTS WITHIN 1/2 MILE OF US-1 GET TO WORK?



# From then until now

1926

- Eastern Division of “The Dixie Highway”
- “The Atlantic Highway”
- US-1 designated November 11, 1926



1970

- US-1 (Federal Highway) expanded and relocated following World War II to its current alignment
- Construction of I-95 in the 1970s removed most long-distance trips



Today

- US-1 is a “Main Connector” serving downtown areas in the eastern core of Palm Beach County
- US-1 distributes people to businesses, neighborhoods, and important community destinations



# Our Process

The US-1 Multimodal Corridor Study was conducted by the Palm Beach Transportation Planning Agency (TPA) and it is a Priority Project in the agency's Transportation Improvement Program (TIP). The TPA values the importance of implementing the recommendations of this project and design funds have been set aside for this corridor in Fiscal Year (FY) 2020- 2021 to move forward with the improvements identified in this Study. The US-1 Multimodal Corridor Study is consistent with the goals, objectives, and values of the TPA's adopted Long Range Transportation Plan and further the TPA vision of creating a Safe, Efficient, and Connected Multimodal Transportation System.

## The Vision for US-1

To fully understand the opportunities and issues in connecting pedestrian and bicycle facilities as well as upgrading and expanding the existing transit service along US-1, the study team met with over 100 stakeholders and hosted a series of six workshops and six three-day charrettes over six months in each of the corridor's sub-segments. During the charrettes, community members were invited to review baseline data, study findings, walk the corridor with the study team and discuss their ideas and desires. The charrettes helped to engage a broad range of community members in the study process. The information received also served as a baseline for the study team's analysis and identification of issues and initial ideas that would respond to specific needs and reflect the context and priorities of surrounding communities.

A specific aspect of the study was designed to assess and quantify the benefits of changes along the corridor. This HIA identified parts of the study area with the most acute active transportation needs and uses data to demonstrate how various solutions are likely to affect the well-being of residents, effectively incorporating health considerations into the transportation planning decision-making process.



# Health Impact Assessment (HIA)

A Health Impact Assessment (HIA) is a formal evaluation process that incorporates location-specific scientific data, health expertise, and public input to assess a proposed project or policy's impact on the health of a population and the distribution of those effects within the population. The primary goal of a HIA is to identify the potential health impacts of a project or policy and encourage informed decisions related to the project that will positively influence a population's health. A HIA was conducted as part of this Study and more detailed information is available in Appendix A.

A HIA outlines potential consequences for decision-makers and concludes with a set of policy and design/planning recommendations intended to minimize health risks and maximize health benefits. HIA's are based on the best available evidence, both quantitative (such as health surveys and data) and qualitative (such as interviews with stakeholders).

HIA's are a useful way to ensure that health needs and opportunities are considered in policy decision-making processes. The HIA process can vary depending on the subject matter, study time that is available, and stakeholders involved. The process is generally comprised of six key stages as shown in the table below.

## Why Conduct the HIA on US-1?

The TPA and Palm Tran were interested to know how transit, bicycle, and pedestrian improvements on the US-1 corridor could enhance the health of the adjacent communities. The timing of the US-1 HIA was advantageous and allowed the findings to directly influence not only the multimodal improvements, but also the opportunities for premium transit throughout the US-1 corridor.

### 6-Step HIA Process

<b>1 Screening</b>	Determine whether a HIA is feasible, timely, and would add value to the decision-making process.
<b>2 Scoping</b>	Identify the health indicators that the project will likely impact, identify the study area and affected populations, prioritize research questions, identify evidence and research methods, establish stakeholder roles, and establish a timeline for the process.
<b>3 Assessment</b>	Create an existing conditions profile for the study area in order to understand baseline conditions and to be able to predict change.  Assess potential health impacts, including the magnitude and direction of impacts, using quantitative and qualitative research methods and data.
<b>4 Recommendations</b>	Develop recommendations to improve the project, plan or policy's health benefits and/or to mitigate any negative health impacts.
<b>5 Reporting</b>	Create a written or visual documentation of the HIA results and recommendations, which take many forms including written reports, presentations, and comment letters.  Communicate the results within the decision-making process. A communications plan can include media outreach and public input.
<b>6 Monitoring and Evaluation</b>	Track the impacts of the HIA on the decision-making process, the implementation of the decision, and the impacts of the decision on health indicators.  Evaluate the HIA process.

## HIA Study Goals

The primary goal of the US-1 HIA was to better understand the impacts of potential improvements proposed by the US-1 Multimodal Corridor Study on the overall health of the communities served by these improvements. This would include potential impacts of improvements on:

- **Access to Jobs and Education**
- **Access to Health and Community Services**
- **Pedestrian and Bicycle Safety**
- **Development and Redevelopment Along the Corridor**

## Health Indicators and Pathway Diagram

In order to best understand the health impacts of the proposed transportation improvements on the study area, indicators were chosen to track changes in community health. A pathway diagram was used to select and refine these indicators. This exercise connected the project goals with immediate, intermediate, and long-term health outcomes.

A large variety of indicators were considered initially to be included in this list through the pathway diagram exercise. Among these were transit ridership, vehicle miles traveled, air quality, and obesity rates, as well as some less common measures such as school absenteeism, insurance rates, and noise pollution.

The initial list of indicators was refined into a short list based on the correlation between the indicator and the study goals and this short list was further refined into the following six primary health indicators, as shown below:

- Access to health care and healthy food
- Mental health and depression
- Chronic illness such as diabetes, hypertension, and asthma
- Obesity
- Bicycle and pedestrian crash rates
- Taxable land value

**Complete Streets  
&  
Enhanced Transit  
Help Address**



## HIA Assessment

A growing body of scientific evidence has shown that the built environment can have significant effects on both physical and mental health, particularly among minority and low-income populations already burdened with disproportionate rates of illness and morbidity. The combination of lack of sufficient infrastructure (e.g., sidewalks, bicycle paths, and parks), affordable housing, and stores with access to healthy food increases the risks of both physical and mental illnesses.<sup>1</sup>

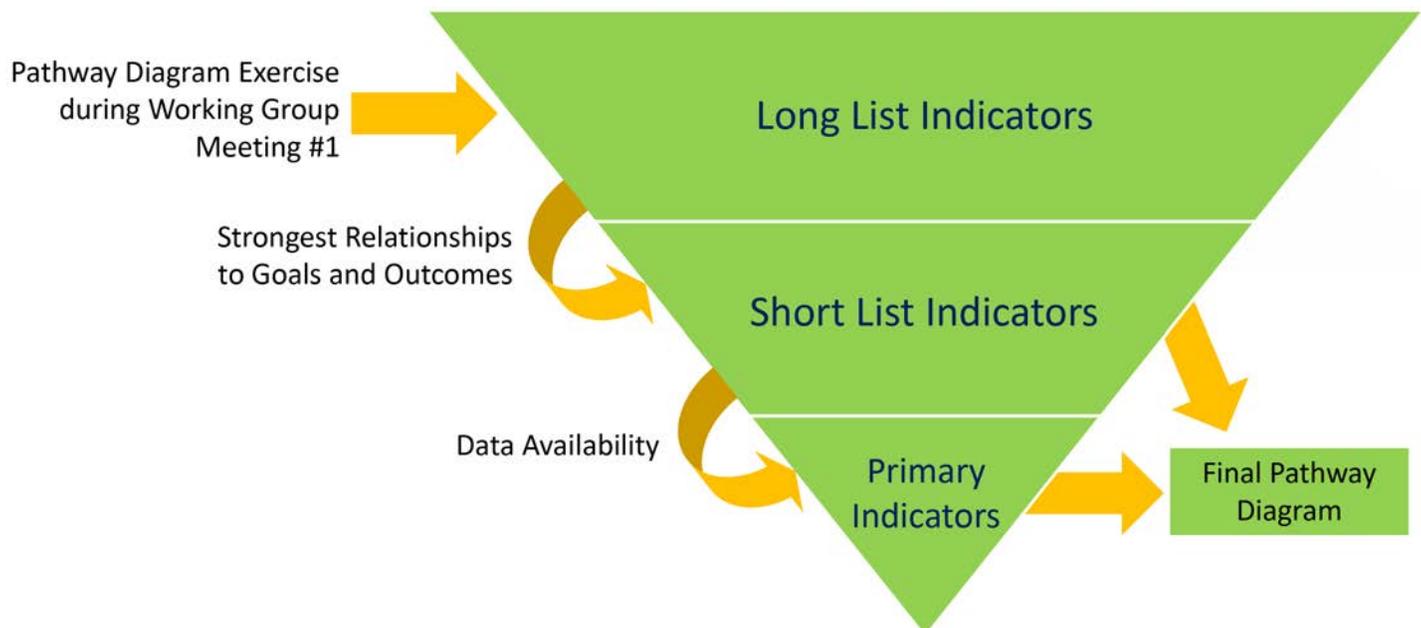
The HIA process is driven by evidence published in the scientific and medical literature that link transportation design and operations to direct, indirect, or cumulative health impacts and benefits. The primary health indicators, identified by the HIA Working Group through the Pathway Diagram described previously, were evaluated based on the availability of data and information related to each indicator.

## THE HEALTH INDICATOR REFINEMENT PROCESS WAS BASED ON THE RELATIONSHIP OF INDICATORS TO THE STUDY GOALS

Many items not included as primary indicators were still considered throughout the study as secondary indicators. These indicators include access to jobs and education, transit ridership and mode split, and general quality of life.

With the help of the HIA Working Group, the study team created a final pathway diagram showing the immediate, intermediate, and long-term health outcomes of the proposed project improvements, shown below.

### US-1 HIA Pathway Diagram



<sup>1</sup> Hood, 2005

# How Transit and Complete Streets Can Influence Physical Activity

In partnership with the HIA Working Group, physical health indicator was obtained from the Centers for Disease Control and Prevention (CDC) 2013 Behavioral Risk Factor Surveillance System (BRFSS). This information was available on the census tract level, through a log of self-reported surveys. In order to get down to a manageable geographic segmentation, the analysis used a weighted average for the section/city along the corridor.

The HIA survey reported that approximately 88% of respondents consider themselves to be in “good” current health, with 9% in “fair” current health, and 3% in “poor” current health. Specific physical health indicators are evaluated in the following sections.

## Obesity and Obesity-Related Chronic Illness

Obesity is a condition in which an individual has excess body fat, quantified as a Body Mass Index or BMI of 30 or greater.<sup>2</sup> This body composition can be harmful to an individual’s health and is often caused by social and environmental factors and/or genetic disposition. Obesity-related health conditions include diabetes, asthma and certain types of cancer — some of which were also selected as primary health indicators as part of this study.<sup>3+4</sup>

The prevalence of obesity has reached epidemic proportions in the United States with the national obesity rate doubling over the past 35 years – over one-third of American adults and 17% of youth in the U.S. are obese. The average American is 24 pounds heavier today than in 1960.<sup>5</sup> The direct and indirect economic costs of obesity total between \$190 and \$215 billion annually in the U.S.<sup>6+7</sup> This equates to approximately 21% of healthcare costs nationwide.

The obesity rate on the US-1 corridor is approximately 30%, estimated to affect approximately 75,000 adults in the study corridor. This prevalence of obesity is higher than county, state, and national averages. Some sections of the corridor, including Riviera Beach (34%) and Lake Park (33%), are shown to have higher obesity rates.

### PERCENTAGE OF ADULTS REPORTING TO BE OBESE (A BODY MASS INDEX OF 30 OR GREATER)

US-1 corridor	Palm Beach County	Florida	U.S.
30%	20%	26%	29%

The diabetes rate on the US-1 corridor is approximately 14%, affecting approximately 35,000 adults in the study corridor. This prevalence of diabetes is higher than county, state, and national averages. Some sections of the corridor, including Boynton Beach, Riviera Beach, Lake Park, and Juno Beach have a higher than 14% diabetes rate.

### PERCENTAGE OF ADULTS EVER DIAGNOSED WITH DIABETES

US-1 corridor	Palm Beach County	Florida	U.S.
14%	11%	13%	11%

<sup>2</sup> Division of Nutrition, Physical Activity, and Obesity, National Center for Chronic Disease Prevention and Health Promotion, June 2016.

<sup>3</sup> Ogden, “Prevalence of Childhood and Adult Obesity in the United States, 2011-2012,” 2014.

<sup>4</sup> Shore, “Obesity and Asthma: Location, Location, Location,” 2013.

<sup>5</sup> APTA, “Millennials & Mobility: Understanding the Millennial Mindset,” 2013.

<sup>6</sup> Hammond, “The Economic Impact of Obesity in the United States,” 2010.

<sup>7</sup> Cawley, “The Medical Care Costs of Obesity: An Instrumental Variables Approach,” 2012.

The relationship between asthma and auto-oriented communities has been well documented. Motor vehicles contribute to more than 50% of air pollution in urban areas and reducing automobile trips by increasing mass transit use, carpooling, walking, and bicycling can help reduce air pollution, especially in urban areas.<sup>8</sup>

The asthma rate on the US-1 corridor is approximately 8%, estimated to affect approximately 20,000 adults. This prevalence of asthma is higher than the county average but at or below state, and national averages. Some sections of the corridor, including Riviera Beach and Lake Park (+9%) have higher asthma rates.

PERCENTAGE OF ADULTS REPORTING TO HAVE ASTHMA			
US-1 corridor	Palm Beach County	Florida	U.S.
8%	6%	8%	9%

## Enhanced Public Transit, Walking, and Biking Facilities are a Tool that can be Used to Reduce Obesity and Obesity-Related Illnesses.

Health care professionals attribute a lack of physical activity, in addition to poor nutrition, as a major cause of obesity in adults. As a result, obesity rates tend to be inversely related to use of alternative modes (walking, cycling, public transit).<sup>9</sup> Auto-dependency in many urban areas similar to Palm Beach County has led to a decrease in the amount of walking and/or biking an individual does on a daily basis.

Most Americans report an average of six minutes of walking per day, while public transit riders report an average of nineteen minutes of walking per day. Some research shows that transit availability can encourage an extra twenty blocks walked per month.<sup>10</sup> Physical activity such as walking or biking can help physically inactive populations attain the recommended level of daily physical activity and can begin to reverse the upward trend of obesity. People with safe places to walk within ten minutes of home are twice as likely to meet physical activity targets.<sup>11</sup>

In the HIA survey, most respondents (55%) indicated that they walk less than once per week along US-1. There is much potential for improvement for the prevalence of obesity along the US-1 corridor. In order to make walking and biking more pleasant along US-1, respondents most commonly (over 50% of respondents) suggested safer pedestrian crossings, wider sidewalks, shade, separated bicycle facilities, and street furniture.

<sup>8</sup> Friedman, "Impact of Changes in Transportation and Commuting Behaviors During the 1996 Summer Olympic Games in Atlanta on Air Quality and Childhood Asthma," 2001.

<sup>9</sup> Litman, "If Health Matters," 2014.

<sup>10</sup> University of Cambridge, "Lack of Exercise Responsible for Twice as Many Early Deaths as Obesity," 2015.

<sup>11</sup> Day, "Does Bus Rapid Transit Promote Walking? An Examination of New York City's Select Bus Service," 2014.

## Mental Health and Hypertension

Well-connected bicycling, walking, and transit safety and comfort features (including connected bicycle lanes, sidewalks, pedestrian crossing treatments, branded transit shelters, real-time route information boards, off-board ticketing, etc.) can contribute to increased rates of physical activity which can, in turn, contribute to lower rates of depression and anxiety issues.<sup>12</sup> Physical activity has also been shown to prevent mental disorders from occurring in the onset. A 2001 study showed that women who partook in little to no physical activity were twice as likely to have depressive symptoms than women with moderate to high levels.<sup>13</sup>

The depression rate on the US-1 corridor is approximately 17% estimated to affect approximately 42,500 adults. This prevalence of depression is higher than the county average but at or below state, and national averages.

Researchers have found that, compared with those who drove to work, participants who used public transportation are:

- 4% less likely to be overweight
- 34% less likely to have diabetes, and
- 27% less likely to have high blood pressure

A 2015 study suggests that moving from a low- to high-walkability neighborhood could result in a 42% lower risk of hypertension.<sup>14</sup>

The hypertension rate on the US-1 corridor is approximately 43% which affects 107,500 adults in the corridor. This prevalence of depression is much higher than the county, state, and national averages and serves as one of the most severe physical health issues along the corridor. Some sections of the corridor experience significantly higher hypertension rates including Delray Beach, Boynton Beach, Gulf Stream, Riviera Beach, North Palm Beach, and Juno Beach at nearly 45%.

PERCENTAGE OF ADULTS EVER DIAGNOSED WITH DEPRESSION			
US-1 corridor	Palm Beach County	Florida	U.S.
17%	14%	17%	19%

PERCENTAGE OF ADULTS EVER DIAGNOSED WITH HIGH BLOOD PRESSURE (HYPERTENSION)			
US-1 corridor	Palm Beach County	Florida	U.S.
43%	34%	35%	31%

### CHRONIC ILLNESSES, OBESITY, & PREVENTATIVE CARE

Transit availability encourages an extra **20 blocks** walked per month.

**Longer walking distances** are associated with **riding the BRT** versus the local bus.

Source: "Lack of Exercise Responsible for Twice as Many Early Deaths or Obesity," University of Cambridge, 2015.

Source: "Does Bus Rapid Transit Promote Walking?," Journal of Physical Activity and Health, 2014.

A daily brisk **20-minute walk can reduce the risk of early death** by 16-30%.

Source: "Lack of Exercise Responsible for Twice as Many Early Deaths or Obesity," University of Cambridge, 2015.

**Bicycling** has been linked to **increased cognitive function** and lower chances of developing depression and mental illness.

Source: "The Brain Science of Biking," Shape, 2015.

People who walk or bicycle a **less likely to develop cancer and heart disease.**

Source: "Association between active commuting and incident cardiovascular disease, cancer, and mortality: prospective cohort study," British Medical Journal, 2017.



<sup>12</sup> Atkinson, "The Mental Health Benefits of Walking," 2008.

<sup>13</sup> Kawachi, "Social Ties and Mental Health," 2001.

<sup>14</sup> Chiu, "Moving to a Highly Walkable Neighborhood and Incidence of Hypertension," 2015.

## Quality of Life

Quality of life is defined by the World Health Organization as “an individual's perception of their position in life in the context of the culture and value systems in which they live and in relation to their goals, expectations, standards and concerns.”<sup>15</sup> Quality of life is affected by the degree that people have access to employment, health care, food sources, and educational facilities and that access influences the quality and quantity of lifestyle choices made.

Increasing transportation choices help residents participate in the communities and gives them essential and equitable access to goods, services, education, and employment. In addition, financial prosperity affects the emotional and mental well-being of individuals.<sup>16</sup> Aside from providing increased mobility to the transit-dependent population along the corridor, the improvements proposed in the US-1 Multimodal Corridor Study could also provide a valuable alternative to automobile use for residents and workers which can consequently improve the quality of life in a community.

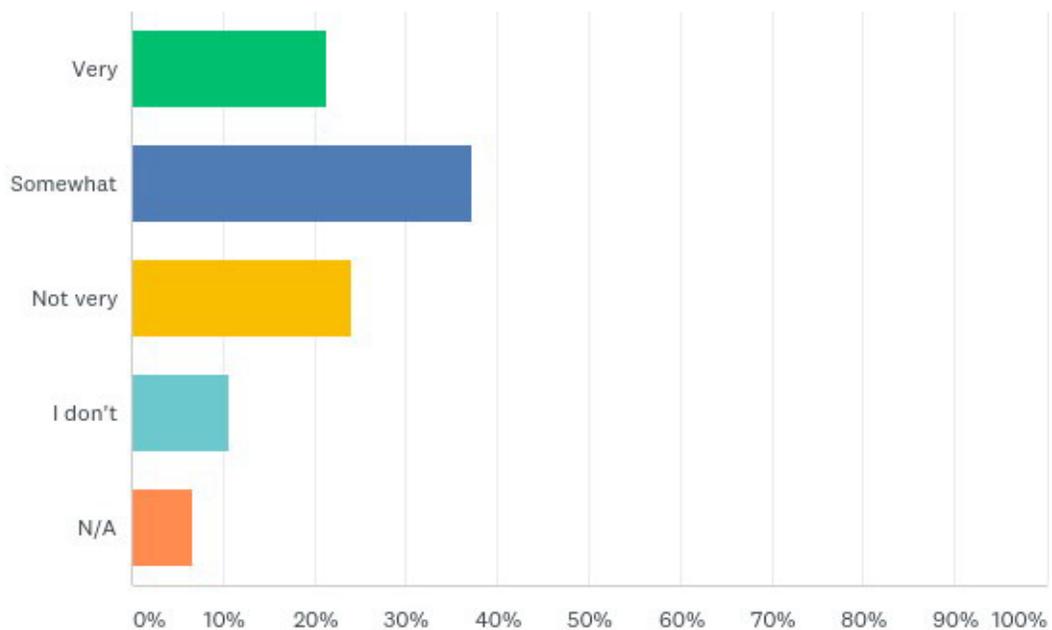
The Transit and Quality of Life Survey showed that approximately 35% individuals do not feel connected to their community and neighbors. In addition, 20% of respondents have been “sometimes” or “often” unable to get to work or health care services along the US-1 corridor due to public transportation issues.

These results indicate a need for respondents to have multimodal options. Research shows that high quality public transit can reduce emotional stress by improving access to education and employment activities, improving community cohesion, improving access to social and recreational activities, and reduce stress levels of commuters that no longer need to drive.<sup>17</sup>



Researchers observed a **42% lower risk of hypertension** among those who moved from low- to high-walkability neighborhood.<sup>23</sup>

## How connected do respondents feel to their community and neighbors along US-1?



<sup>15</sup> World Health Organization, WHOQOL Instruments Description, 2018

<sup>16</sup> Litman, (Victoria Policy Institute), "Evaluating Public Transportation Health Benefits," 2010

<sup>17</sup> Chiu, "Moving to a Highly Walkable Neighborhood and Incidence of Hypertension: A Propensity-Score Matched Cohort Study," 2015

# How Transit and Complete Streets Can Influence Economic Health

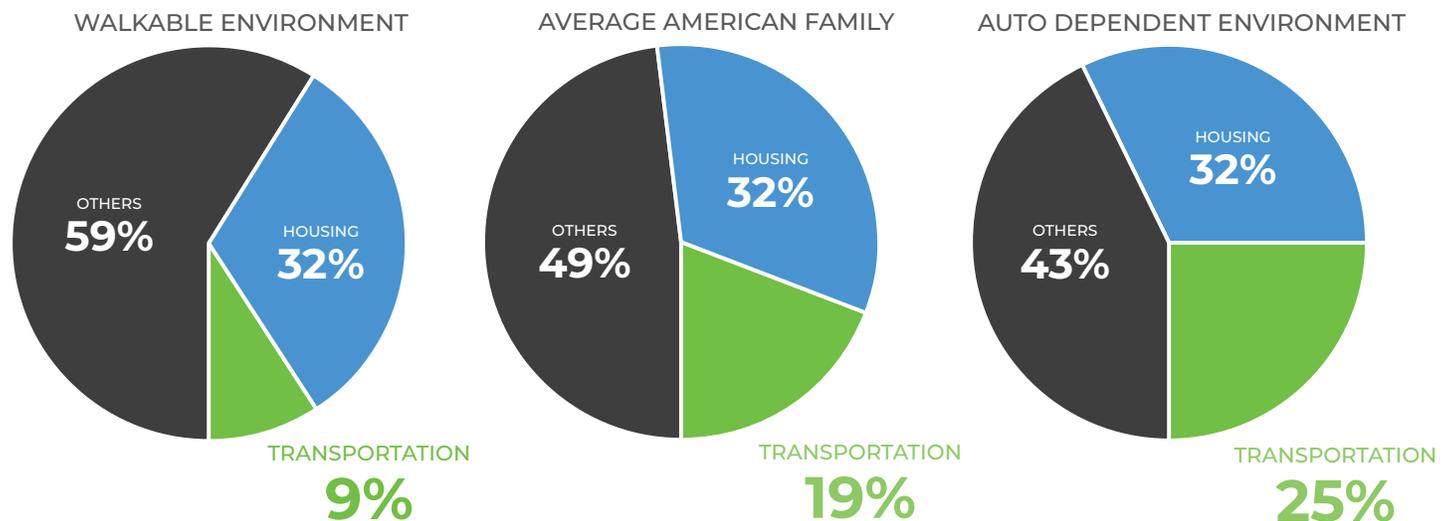
Transportation and land use are related at their roots. Development patterns can affect a person's travel to/from commercial and employment centers, encourage physical activity, facilitate access to services, and provide recreational opportunities. It can also present obstacles to improved health, or even contribute to negative outcomes by subjecting individuals to unsafe streets and limiting access to goods and amenities. Zoning and land use policies can help either support or inhibit healthy lifestyles within a community. Furthermore, a successful public transit system requires well-developed areas with mixed land uses and significant population density.

An enhanced transit system can be a catalyst for redevelopment along the US-1 corridor. Several studies have demonstrated the ability of premium transit projects in promoting economic development all across the county.

The reductions in travel time and the improvements in quality of service associated with implementation of a new enhanced transit line often get capitalized into land value, as residents and businesses are willing to pay a premium to be closer to transit stations.<sup>18</sup> In fact, when comparing BRT investment versus light rail, per dollar of transit investment and under similar conditions, BRT has resulted in more transit oriented development (TOD) than light rail transit or streetcars.<sup>19</sup> The Cleveland HealthLine BRT has catalyzed \$4.3 billion in development. The tax base along the Boston Silver Line has grown by 250 percent compared to 150 percent citywide since 2008.<sup>20</sup> Complete streets improvements can ensure that these station areas are walkable. This directly improves foot traffic and creates a vibrancy of place that continues to drive up land values.

On an individual level, research out of the Center for Transit Oriented Development<sup>21</sup> suggests that the level of walkability of a neighborhood causes transportation to be more affordable. In an auto dependent environment, families spend an average of 25% of their budget on transportation. In a walkable environment, families spend an average of 9% of their budget on transportation.

## How Neighborhood Features Influence Transportation Costs



<sup>18</sup> Carrigan, "Social, Environmental, and Economic Impacts of BRT Systems," 2013.

<sup>19</sup> Hook, "More Development for Your Transit Dollar: An Analysis of 21 North American Transit Corridors. New York: Institute for Transportation and Development," 2013.

<sup>20</sup> Petrie, "Bus Rapid Transit Means Rapid Economic Growth," *Mass Transit*, 2013.

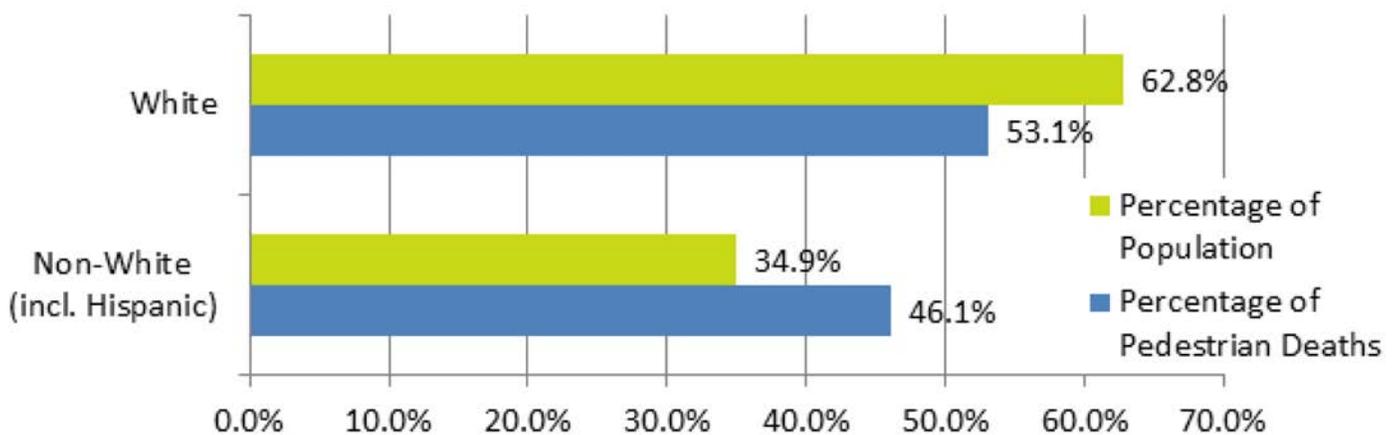
<sup>21</sup> Center for Transit Oriented Development, "The Affordability Index Toolbox," 2008.

## How Transit and Complete Streets Can Influence Bicycle and Pedestrian Safety

Transit and complete streets improvements can lead to better pedestrian and bicycle safety outcomes. Complete street practices include implementation of protected bicycle lanes, wider sidewalks, and generally more comfortable environments for active transportation. In a Portland State University before and after study, 79% of bicyclists stated that protected bicycle lanes increased the perception of safety on the street.<sup>22</sup>

In addition to making it safer, these changes also lead to more pedestrians and bicyclists. When it's safe, convenient, and comfortable, more people decide to walk or bicycle. This, in and of itself, has been seen to lead to safer bicycling and walking. When more multimodal users are on the transportation system, motorists tend to pay more attention to them and adjust their behavior, making multimodal transportation safer.<sup>23</sup>

Historically underserved communities often face worse pedestrian safety outcomes compared to the entire population. A national study shows that non-white ethnicities experience a disproportionate amount of pedestrian deaths each year. Historically underserved communities often do not have the necessary complete streets infrastructure to enable safe walking and bicycling. Additionally, residents of these communities often do not have access to personal vehicles, making walking, bicycling, and transit their only means of transportation. When multimodal transportation is a necessity for everyday life, ensuring its safety is of paramount importance.



**Dangerous by Design Report (2016) shows that non-white ethnicity pedestrian fatality rates are a disproportionate share of fatalities when compared to population**

<sup>22</sup> Monsere, "Lessons from the Green Lanes: Evaluating Protected Bike Lanes in the U.S.," 2014.

<sup>25</sup> Jacobsen, "Safety in Numbers: More Walkers and Bicyclists, Safer Walking and Bicycling," 2004.

# US-1 Community

To understand significant transportation improvements to all modes of travel in palm Beach County and specifically US-1, the Palm Beach TPA Transportation Improvement Program (TIP) (FY 2018-2022) was reviewed and incorporated into the analysis.

## US-1 TIP Projects

Project #	Limits	Length (miles)	Jurisdiction	Funding	Description
4398411	Eve Street to S. of Harborside Drive	0.5	Delray Beach	PE FY18: \$275,000 CST FY20: \$1,300,403	Resurfacing
4378341	North of George Bush Boulevard to North of (Canal) Murano Bay Drive	4.6	Delray Beach – Boynton Beach	CST FY19: \$7,005,000	Resurfacing
2017R507	US-1 at SE 23 <sup>rd</sup> Avenue	--	Boynton Beach	CST FY18: \$650,000	Intersection Improvement
4378351	N of Hypoluxo Road to Waterway Drive	1.4	Lake Worth-Lantana	CST FY19: \$2,804,768	Resurfacing
4400421	Albemarle Road and Okeechobee Boulevard	1.0	West Palm Beach	PE FY19: \$759,000 ENV FY20: \$309,000 CST FY21: \$5,311,000	Convert 4L to 3L & associated multimodal improvements
4394041 & 4394042	25 <sup>th</sup> Street to 42 <sup>nd</sup> Street	1.0	West Palm Beach	PE FY18: \$1,280,000	Convert 4 lane roadway to 3-lane roadway with dedicated bicycle lanes and a shared-use nonmotorized trail on the west side
2297444	11 <sup>th</sup> Street to Silver Beach Road	1.4	Riviera Beach	PE FY18: \$360,000 CST FY20: \$834,830	Lighting
4428911	US-1 over Earman River (C-17) Bridge 930003	0.2	North Palm	TBD	Bridge Replacement

FY

2018



THROUGH

2022



# TIP Projects

## Other TIP Projects Adjacent to US-1

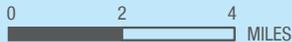
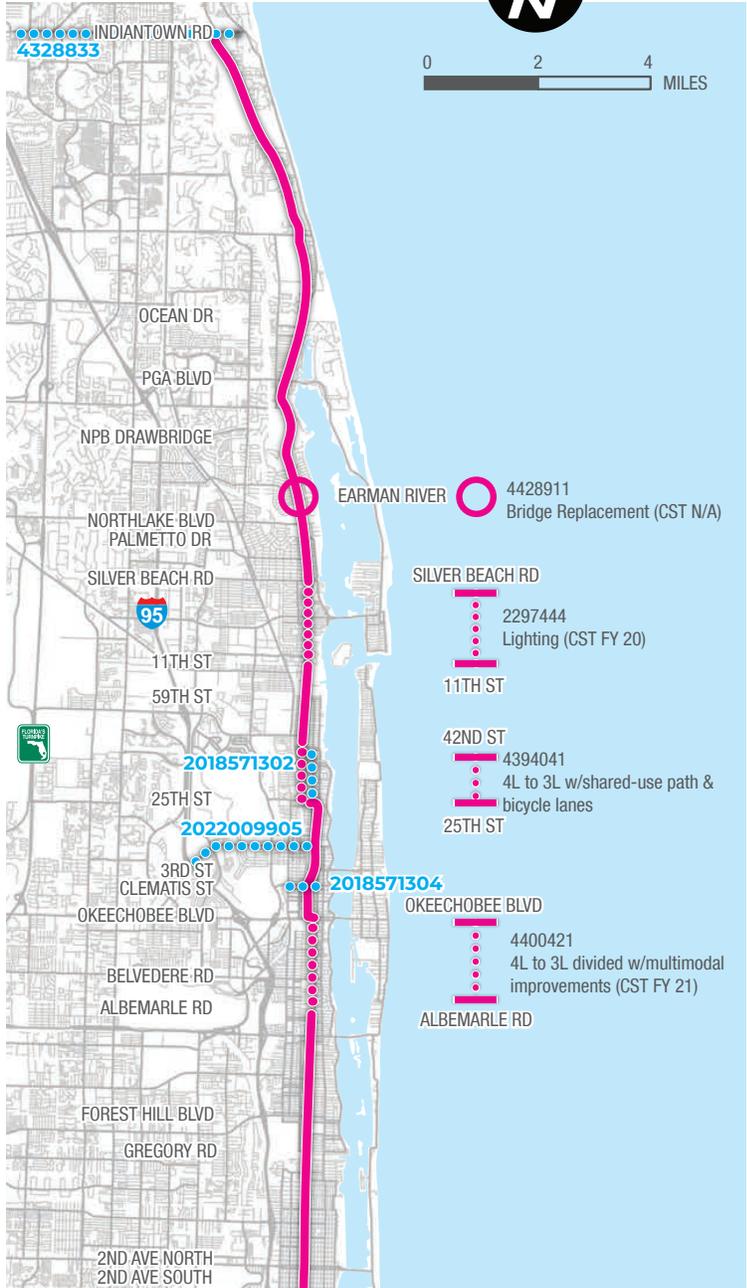
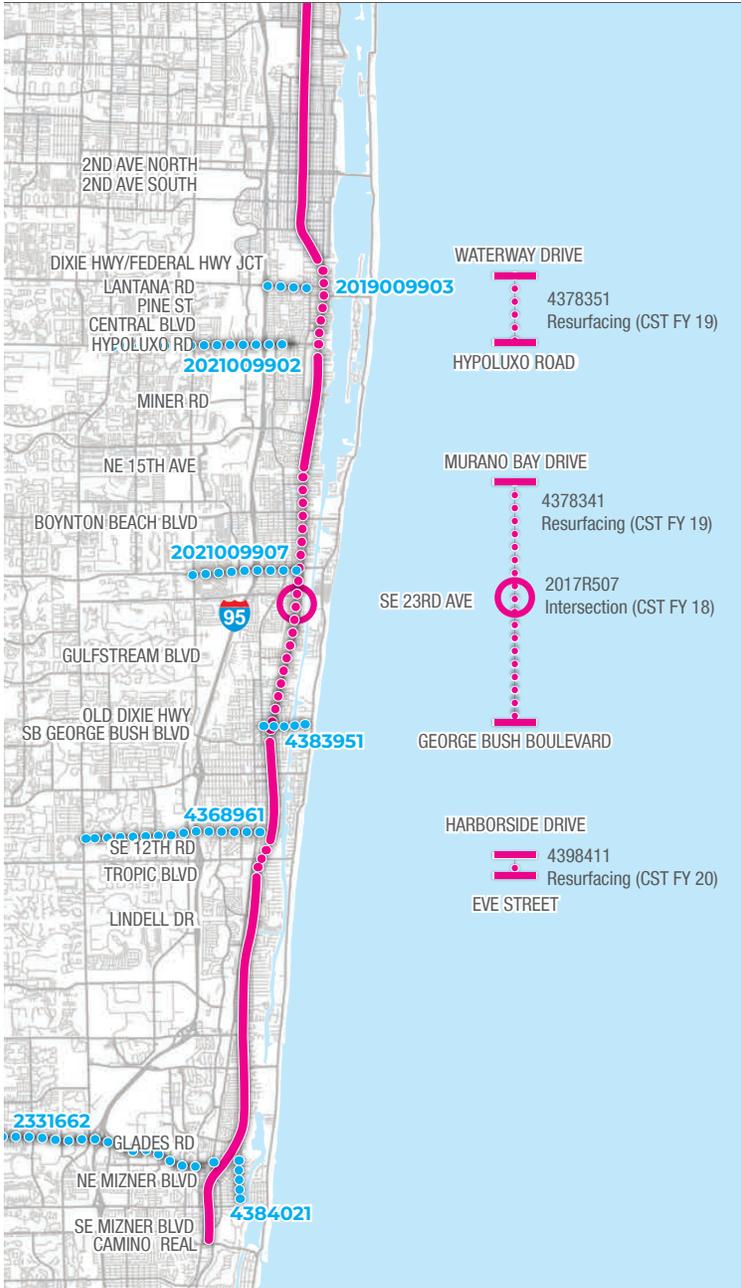
Project #	Road	Limits	Jurisdiction	Funding	Description
4384021	5 <sup>th</sup> Avenue	Boca Raton Road to NE 20 <sup>th</sup> Street	Boca Raton	PE FY19: \$260,000 CST FY20: \$464,022	Sidewalk
2331662	Glades Road/ SR 808	SR 7 to US-1	Boca Raton	CST FY 17: \$8,200,000	Various Intersection Improvements
4368961	Lowson Boulevard/ SW 10 <sup>th</sup> Street	Military Trail to SE 6 <sup>th</sup> Avenue	Delray Beach	PE FY18: \$5,000 CST FY20: \$4,786,978	Bicycle Lanes/ Sidewalk
4383951	George Bush Boulevard	NE 2 <sup>nd</sup> Avenue to SR A1A (excluding Intracoastal Waterway Bridge)	Delray Beach	PE FY19: \$510,000 CST FT21: \$3,203,356	Bicycle Lanes/ Sidewalk
2021009907	Woolbright Road	Congress Avenue to US-1	Boynton Beach	CST FY21: \$221,000	Resurfacing
2021009902	Hypoluxo Road	Military Trail to US-1	Hypoluxo	CST FY21: \$1,400,000	Resurfacing
2019009903	Lantana Road	I-95 to US-1	Lantana	CST FY19: \$500,000	Resurfacing
2018571304	Banyan Boulevard	Tamarind Avenue to Olive Street	West Palm Beach	CST FY18: 1,770,000	Resurfacing
2022009905	Palm Beach Lakes Boulevard	I-95 to US-1	West Palm Beach	--	Resurfacing
2018571302	Spruce Street	25 <sup>th</sup> Street to 40 <sup>th</sup> Street	West Palm Beach	CST FY 18: 1,070,000	Urban Corridor Improvements
4328833	Indiantown Road	Florida Turnpike to US-1	Jupiter	RRU/CST FY 19: 5,986,129	Arterial Traffic Management Systems

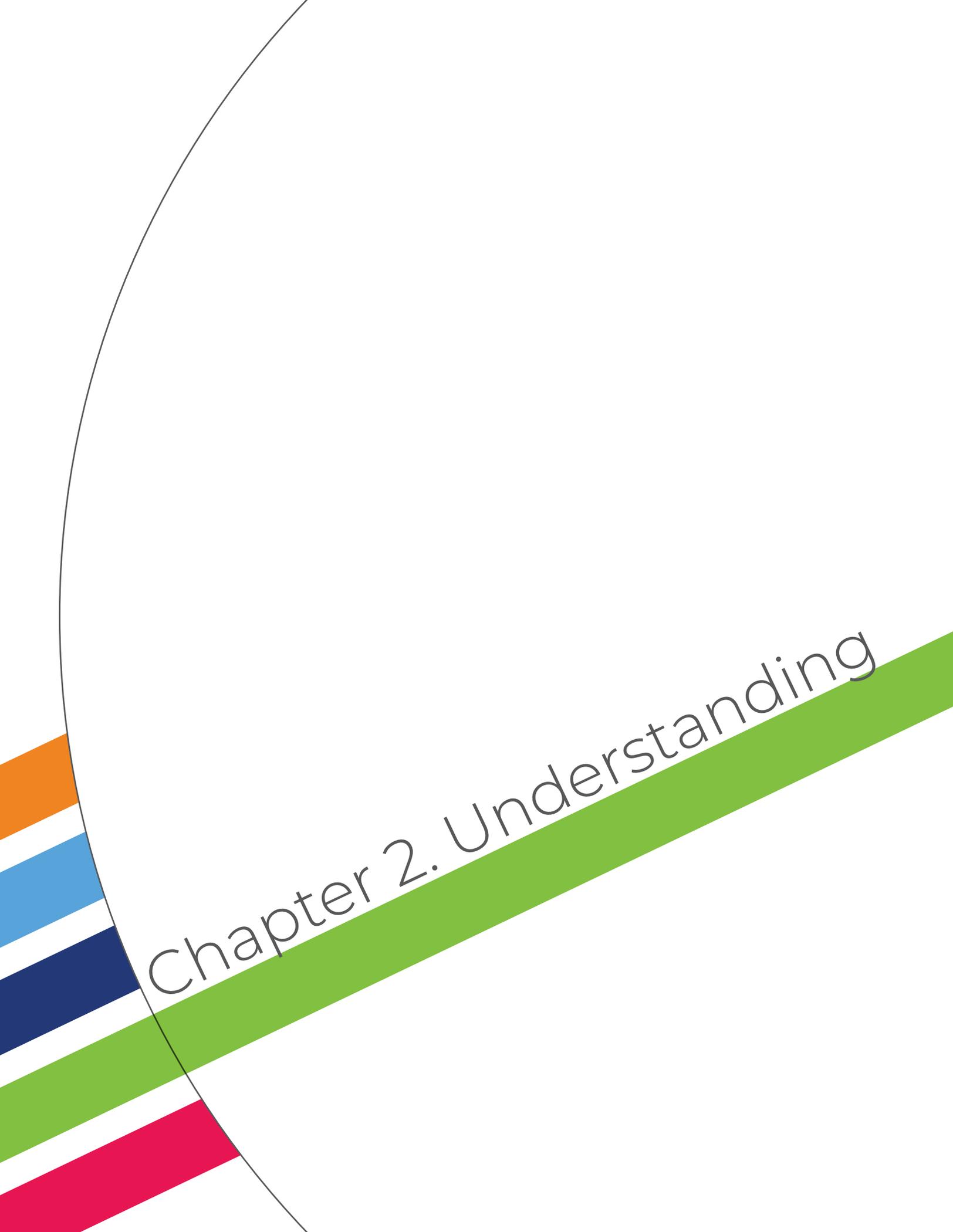
**US-1 CORRIDOR**

**US-1 TIP PROJECTS**

**NEARBY TIP PROJECTS**

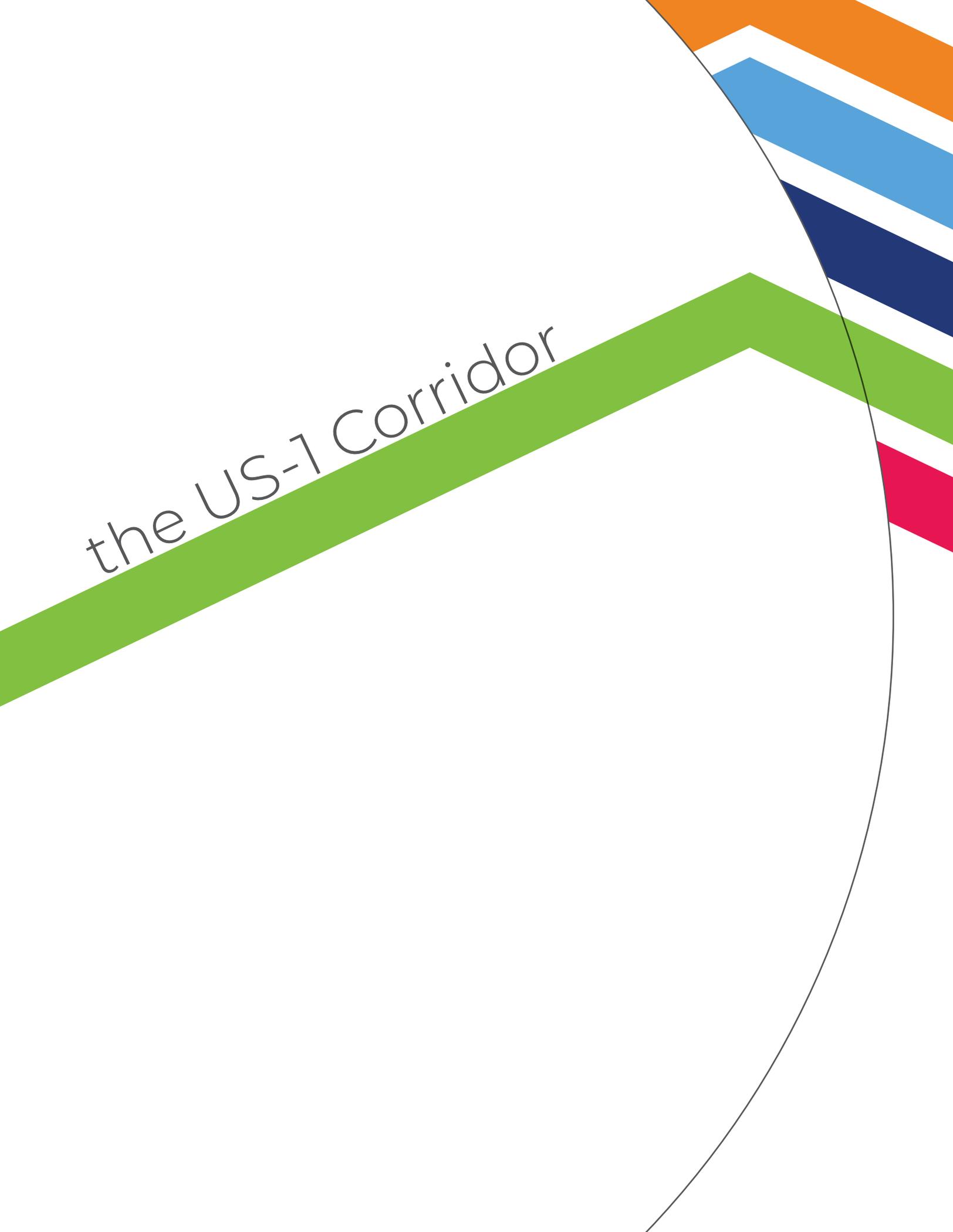
# US-1 Community Projects (FY 2018-2022)



A decorative graphic on the left side of the page consists of a vertical stack of colored stripes: orange, light blue, dark blue, green, and red. A thin, dark grey curved line starts from the top left and arcs towards the bottom right, passing behind the text.

# Chapter 2. Understanding

the US-1 Corridor



# Introduction

The US-1 corridor's diversity is reflected by its residential composition, user base, and land use patterns and types.

## Socioeconomic Context

The US-1 corridor is diverse in its residents, users, and land uses. To better understand the users of the US-1 corridor, demographic and socioeconomic background research was conducted for the communities in the study corridor.

### The US-1 corridor is a key employment corridor

Over 250,000 residents live in the study area and over 100,000 employees work in it. In total, the corridor makes up 13% of Palm Beach County residents and 19% of Palm Beach County jobs. Approximately 88,400 employees commute to a job inside the US-1 corridor, 54,200 employees commute to a job outside the US-1 corridor, and 13,600 employees live and work within the US-1 corridor. Transit and Complete Streets improvements have the potential to provide better access to jobs.<sup>24</sup>



**Bus Rapid Transit**  
improvements enhance job access by shortening journey times

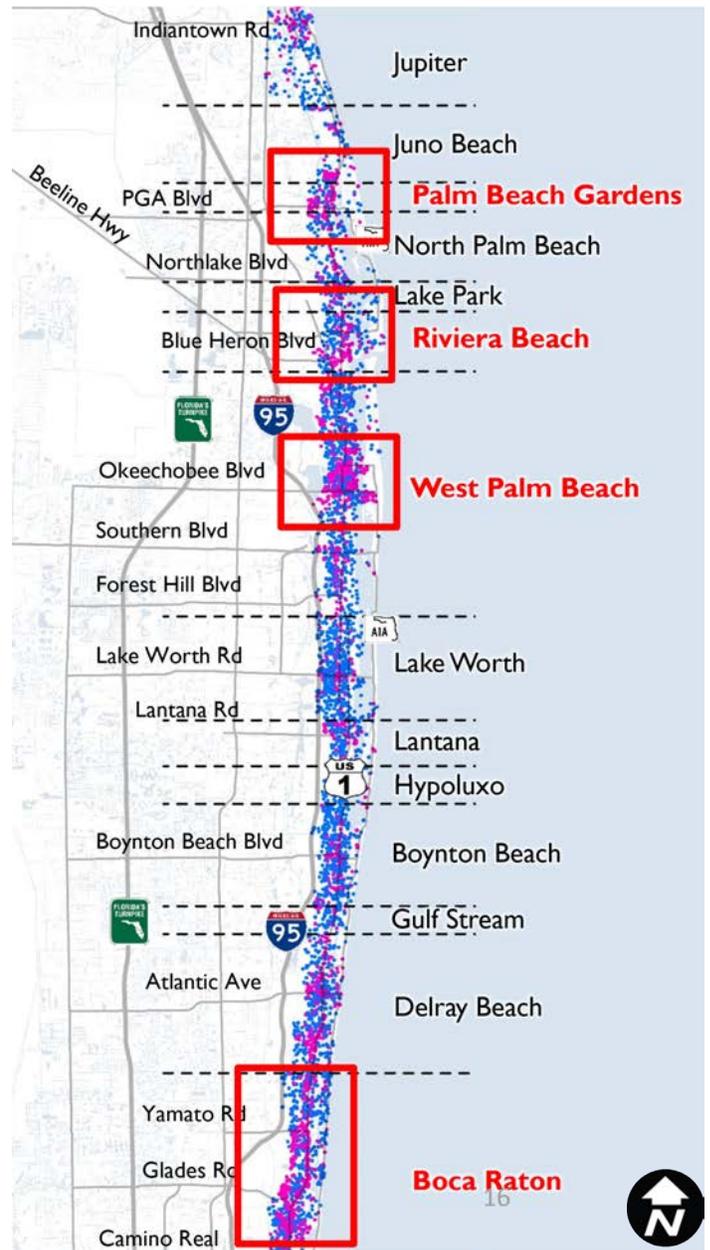
**WORK INFLOW / OUTFLOW**  
1/2 Mile of Study Corridor

**88,400**  
Employees Coming into the Study Area to Work

**13,600**  
Residents Live & Work in the Study Area

**54,200**  
Residents Leaving the Study Area to Work

## Employment Inflow and Outflow



Employment and Residents

- 100 jobs
- 100 residents

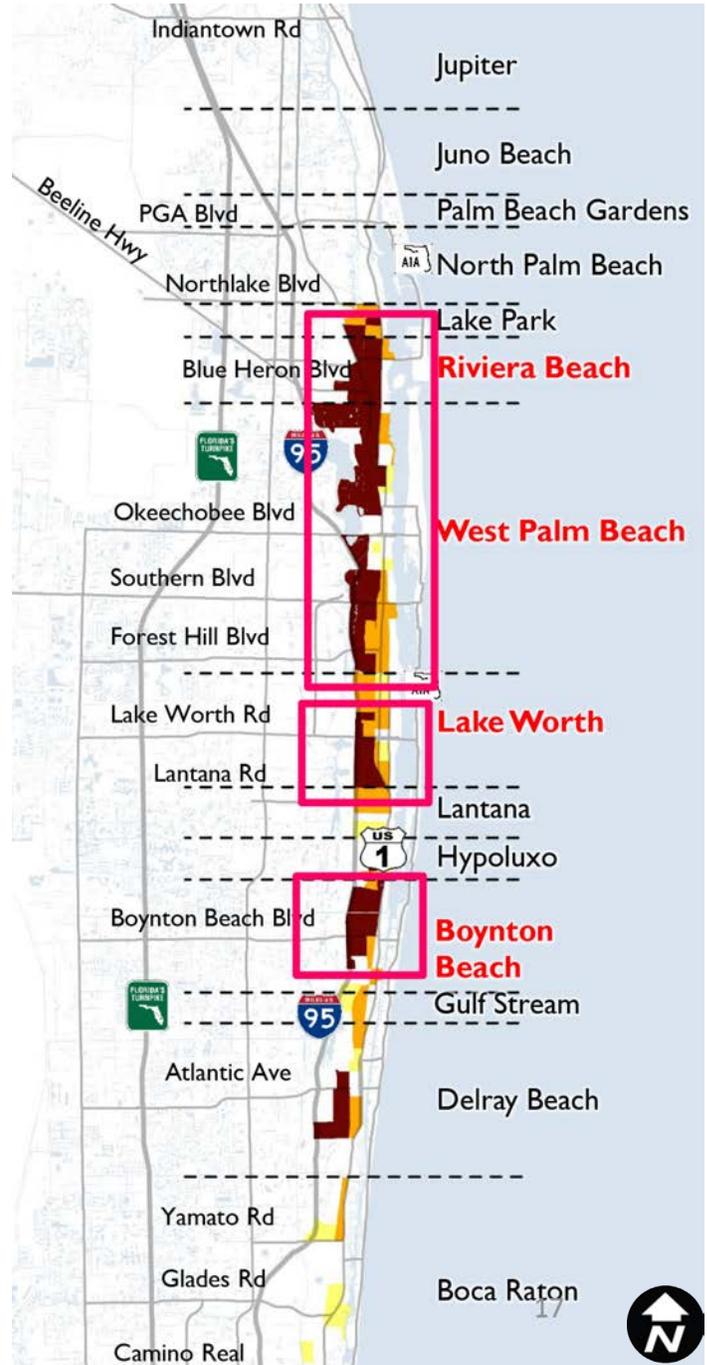
<sup>24</sup> Andrew Guthrie, "Economic Development Impacts of Bus Rapid Transit," (January 2016).

## The US-1 corridor is racially and ethnically diverse

The US-1 corridor is a racially and ethnically diverse area. Understanding this distribution ensures that planning and design alternatives consider impacts and benefits to the populations that have historically been impacted or under served.

According to the US Census Bureau (2011-2015 5-Year Estimates) approximately 45% of the study corridor residents report they are non-White. This percentage is higher than the national average of 39%. The communities with the highest concentrations of non-White ethnicities are Riviera Beach, West Palm Beach, Lake Worth, and Boynton Beach, with some census blocks showing more than a 76% racial and ethnic minority population.

### Racial and Ethnic Minorities



#### Racial + Ethnic Minorities



## The US-1 corridor is home to many residents that have limited mobility choices

Transit-dependent populations often include people that live below the poverty line and those that do not have access to a vehicle. Given the employment barriers for those unable to drive, race and poverty play an intricate role in reliance on transit. In the study corridor, approximately 33% of low income African Americans, 25% of low income Latinos, and 12% of low income Whites lack automobile access. A relatively high portion of the population does not have vehicle access.



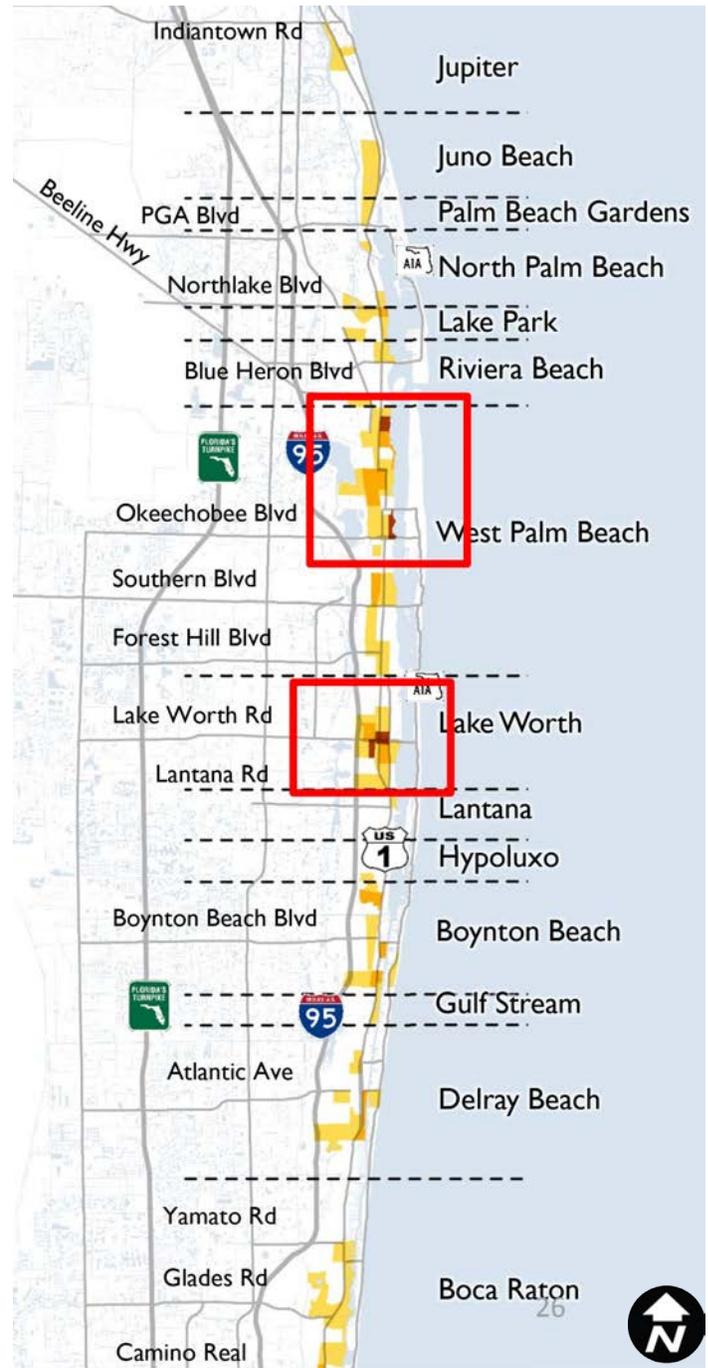
**THE DAVISES**

### The Davises in Boynton Beach

Mr. Davis (who was permanently injured in an accident 20 years ago) and his wife, who is also disabled, are grateful for their degree of independence. Because they do not own a personal vehicle, the Davises can be seen traversing the corridor with their automatic wheel chairs. They rely on Palm Tran Transit for nearly all of their daily trips: playing bingo, visiting the beach, shopping, medical appointments, and visiting nearby parks to feed the ducks.

They live just two blocks from the Palm Tran stop at US-1 and 6<sup>th</sup> Avenue, however, Mr. Davis noted that they both need to ride their wheelchairs in the bicycle lane because of the lack of continuous sidewalks and those inconsistencies create physical problems for their wheelchairs. Mr. Davis also noted that, while he is riding in the street, he has been told by local authorities to use the sidewalk or face getting a ticket. There is no sidewalk.

## Households without Access to a Vehicle



### Households Without Access to a Vehicle

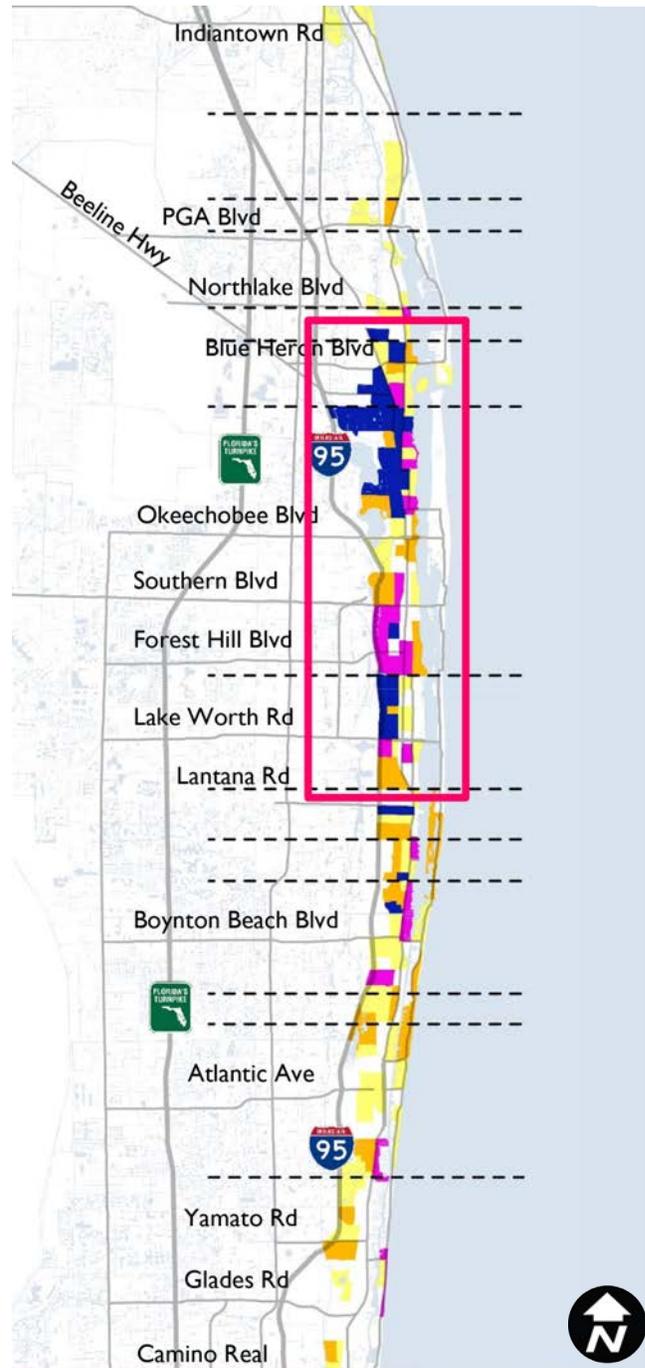
- 0.29 (County Avg) – 1 / Acre
- 1.01 – 1.5 / Acre
- 1.6 – 10.5 / Acre

Low-income households can also be an indicator of the level of potentially transit-dependent population that would benefit from improved service in the Corridor. Lake Worth, Riviera Beach, and West Palm Beach experienced the lowest incomes and have the most households under the poverty line, with some showing median household income less than 50% of the Area Median Income (AMI). Based on an analysis of these trends as well as other topics such as education and number of households without access to personal vehicles, the communities of Riviera Beach, West Palm Beach, Lake Worth, and Boynton Beach were identified as vulnerable populations.<sup>25</sup>



Many physically and economically **disadvantaged** people **depend on public transportation** to **access medical services** and to **obtain healthy, affordable food**.

## Median Household Income



### Median Household Income

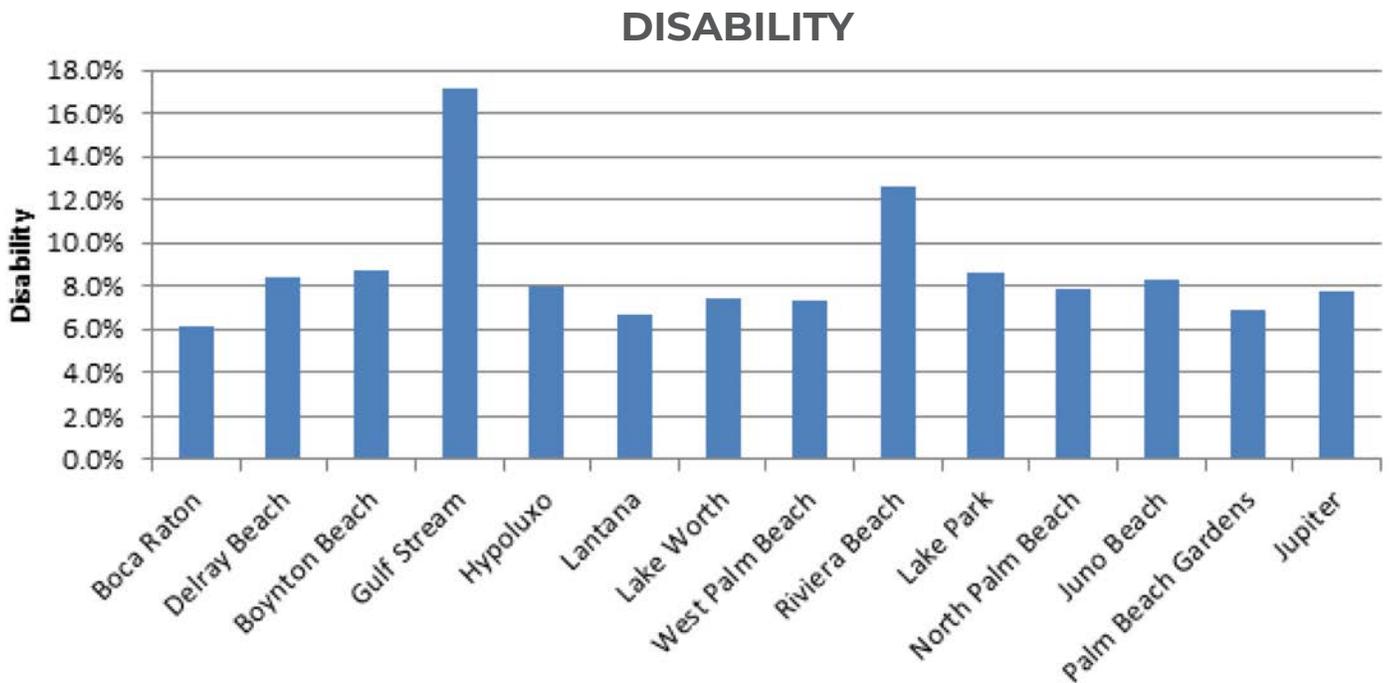
- \$0 - \$ 26,945 (50% AMI)
- \$26,946 - \$32,333 (60% AMI)
- \$32,334 - \$43,111 (80% AMI)
- \$43,112 - \$58,970 (100% AMI)

<sup>25</sup> Todd Litman, "Evaluating Public Transportation Health Benefits," (June 2010).

A community with more direct limitation in mobility are persons with disabilities. This population has unique access and mobility needs when it comes to planning transit and pedestrian infrastructure. On average, approximately 8% of the US-1 corridor has a disability of some kind. Gulf Stream and Riviera Beach show higher than average disability populations of 17% and 12%, respectively. Enhanced transit can open up access to education, employment, health care, and healthy foods for this unique population.

# GULFSTREAM & RIVIERA BEACH

## Percentage of Disabled Population



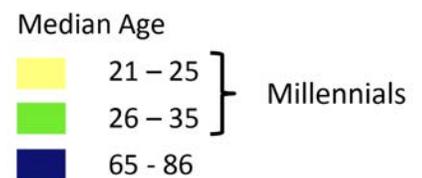
## The US-1 corridor includes predominantly middle-aged population, with concentrations of high percentages of population with a high school degree or less

Various sections along the US-1 corridor experience a median age above 65. Adults over the age of 65 often have less transportation options than younger adults, as one in five Americans over the age of 65 do not drive.<sup>26</sup> Populations such as Jupiter, Palm Beach Gardens, and Boynton Beach may thus be especially reliant upon transit to get to their destinations.



**One in five** Americans **over** the age of **65** do **not** drive.

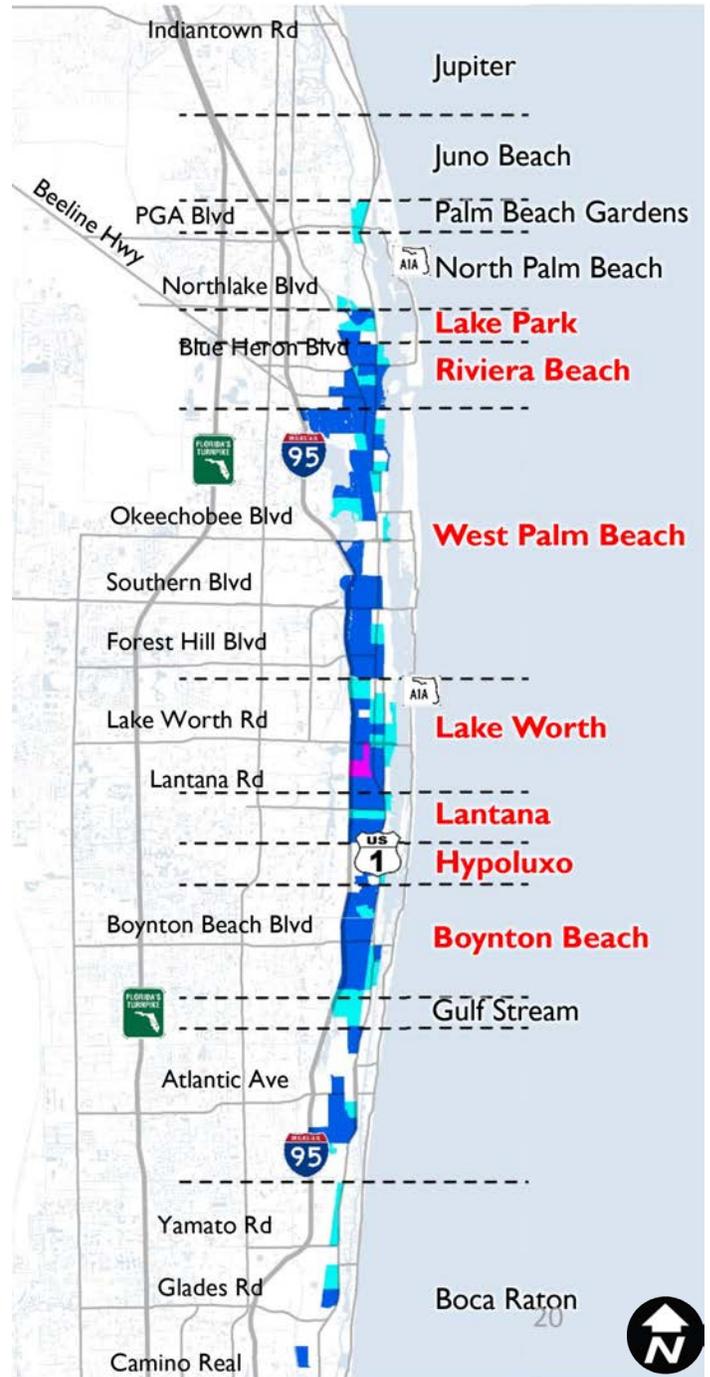
### Median Age



<sup>26</sup> Judith Bell, "The Transportation Prescription," (July 2009).

Many areas along the study corridor see adverse educational outcomes. Lake Worth, Riviera Beach, West Palm Beach, and Boynton Beach especially see large percentages of residents over the age of 25 without a high school degree. These populations also have a high number of households without access to a vehicle. In a similar way that transit and complete streets improvements improve access to employment, they also improve access to educational opportunities for those without access to a personal vehicle.

## Educational Outcomes



Population 25 or over with a High School Degree or Less

- 37% (County Avg) – 50%
- 51% - 75%
- 76% - 100%

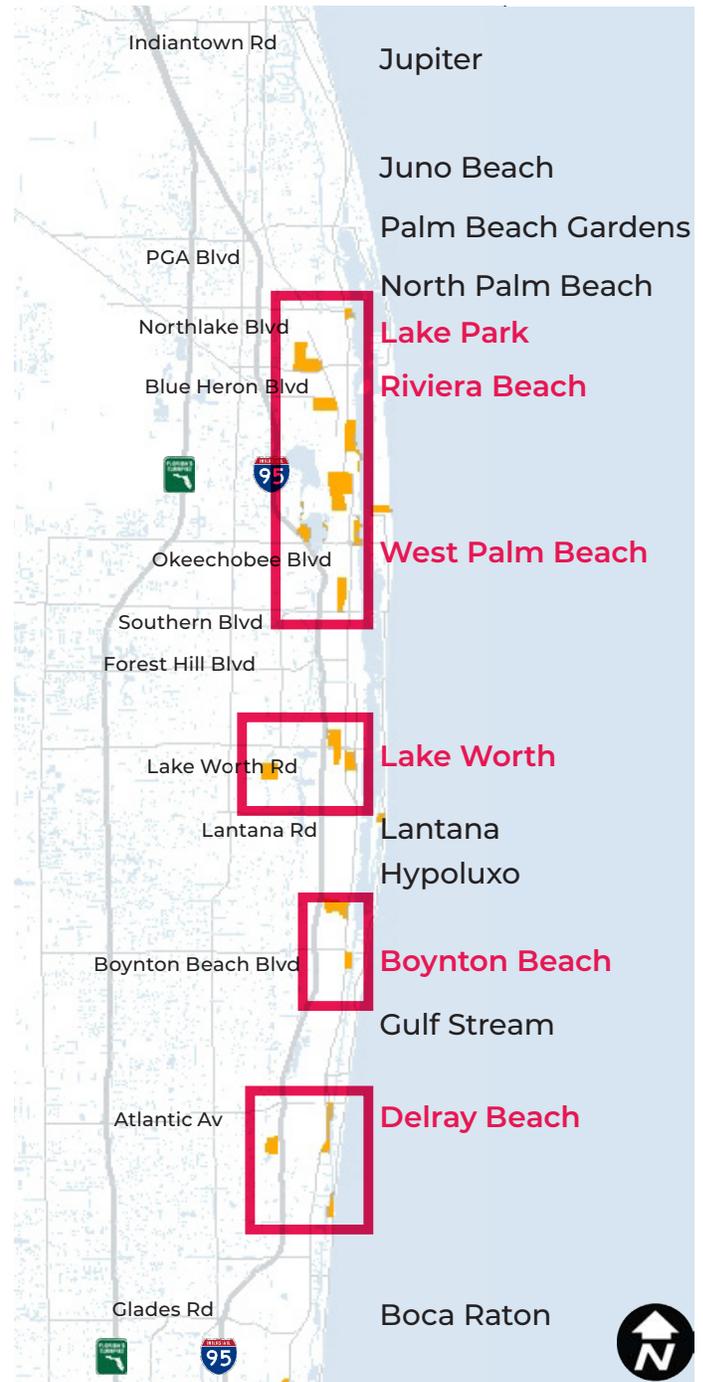
# Vulnerable Populations

This overall lack of multimodal options isolate many disadvantaged residents within a community from jobs and educational opportunities. The increased distances between housing and jobs, as well as educational opportunities, has created barriers for those disadvantaged groups. As defined in Appendix A, US-1 Multimodal Corridor Health Impact Assessment Study, those disadvantaged groups were clarified as vulnerable populations defined as those who:

- **Live in Households without Access to Automobiles**
- **Are in Poverty**
- **Are Age 65 or Older**
- **Are Disabled**

*Vulnerable populations are **far more dependent** on transit services and **far more affected** by the lack of pedestrian and bicycle connectivity, the spacing of stops or stations, and the overall availability and reliability of a transit service*

## Vulnerable Populations



# Transportation

As noted, the US-1 corridor is a major population and employment corridor in Palm Beach County with a diverse population and a high need for accessible, convenient, safe, and comfortable transportation options. In order to understand the quality and quantity of the transportation system as well as how people are using it, this section describes the existing transportation conditions. It describes the system by looking at the Street Network Characteristics and Transit Conditions.

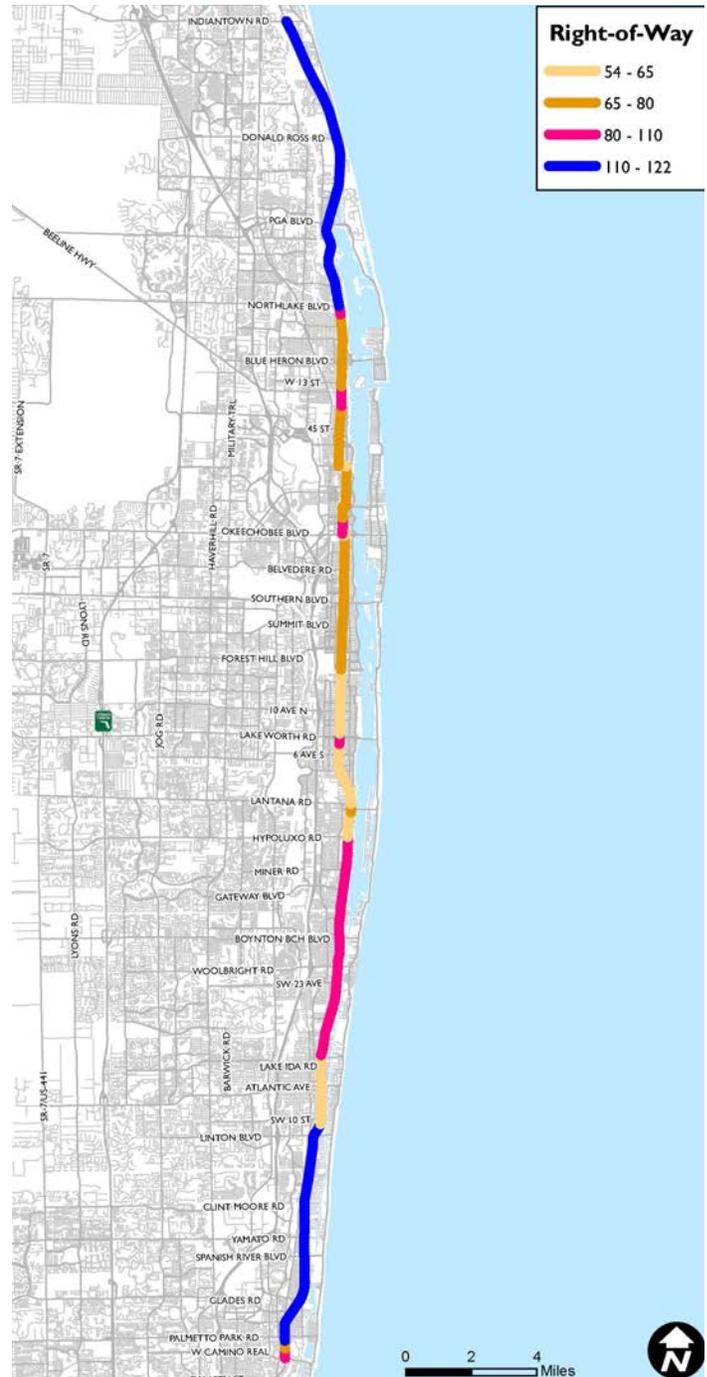
## Street Network Characteristics

The street network facilitates the traveling characteristics along US-1 which considers vehicular, walking, and bicycling conditions along the road.

### Right-of-Way

The right-of-way through the project corridor ranges from 54 feet to 122 feet. There are some segments that typically provide very limited space within the right-of-way to accommodate the needs of pedestrians, bicyclists, transit, cars, landscaping, utilities, and parking. The purpose of the US-1 Multimodal Corridor Study is to implement continuous multimodal facilities that connect the communities along the corridor so when dealt with limited space within the right-of-way, the need for connectivity is a priority.

### Right-of-Way

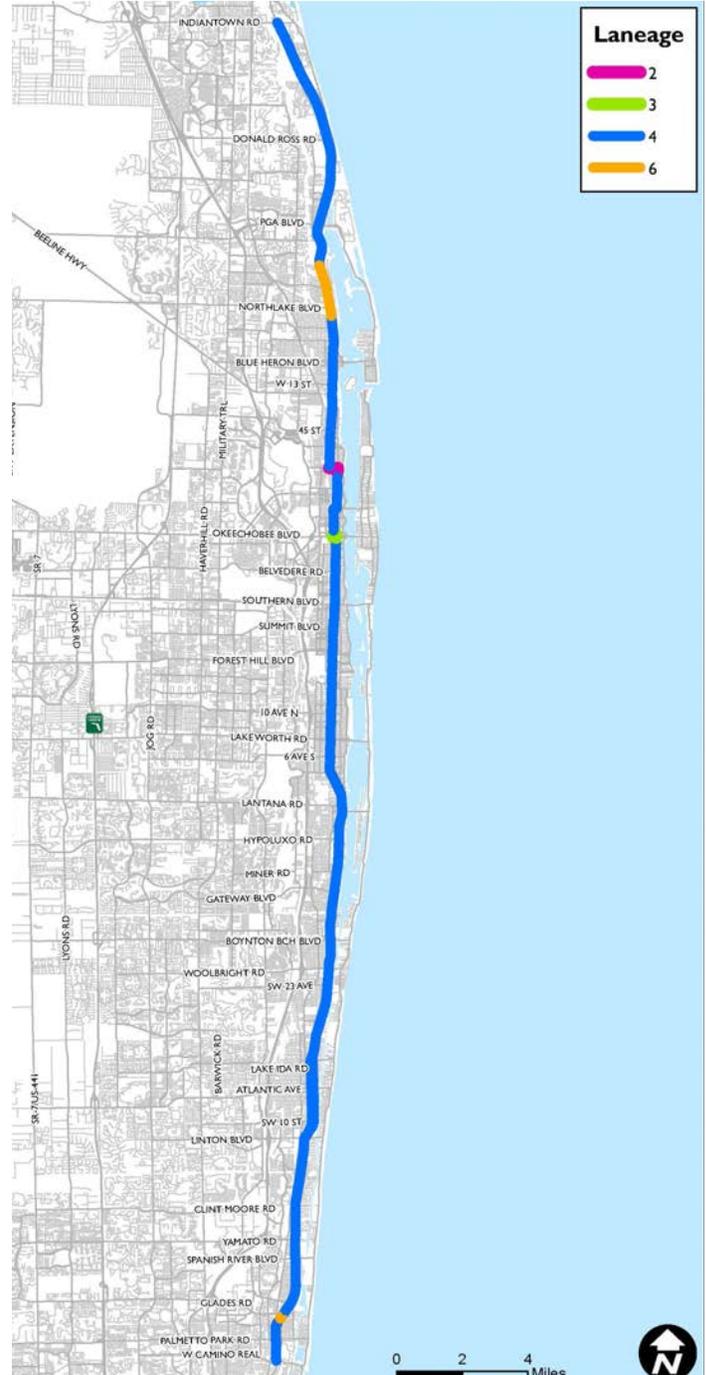


# Laneage

The laneage through the corridor is mostly a four-lane road with a few outliers.

- Six-lane section from NE Mizner Boulevard to Glades Road
- Four-lane one-way pair section along Okeechobee Boulevard and Lakeview Avenue
- Two-lane section along 25th Street and Poinsettia Avenue from 24th Street to 25th Street
- Six-lane section from Palmetto Drive to Yacht Club Drive in North Palm Beach.

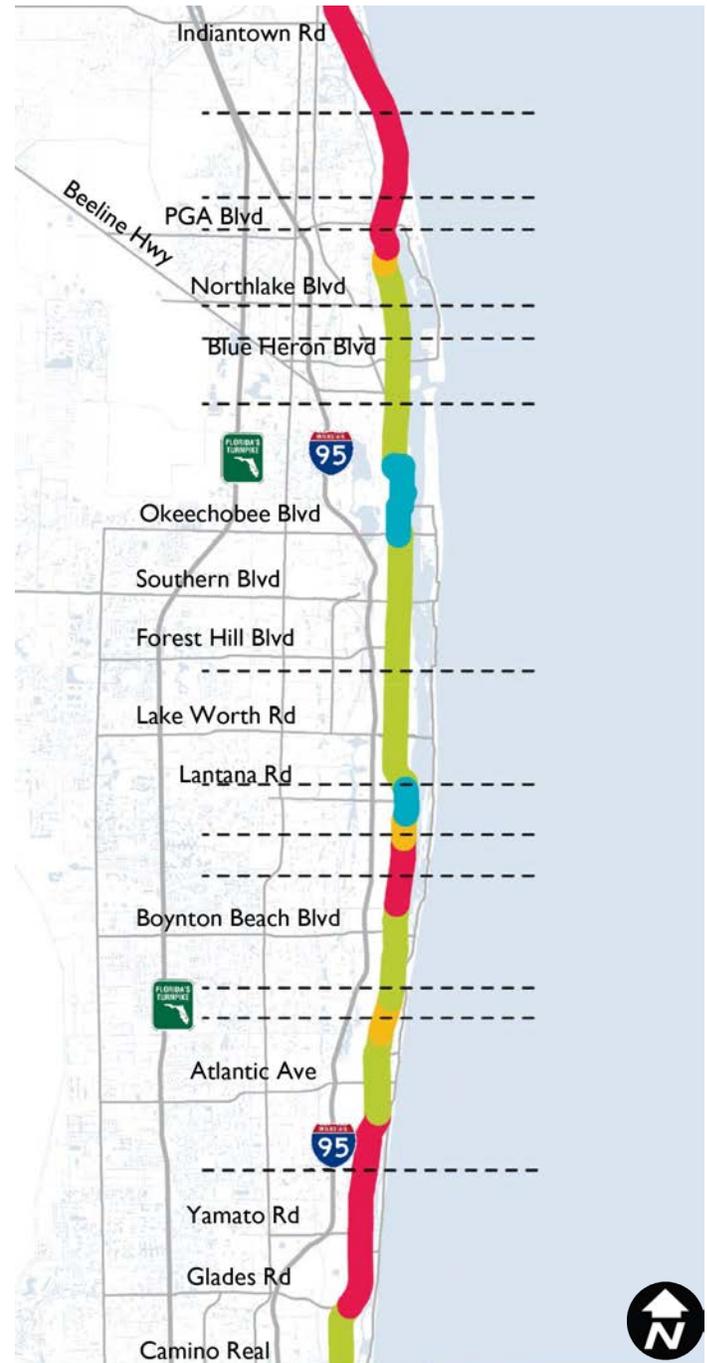
# Laneage



## Vehicular Speed

Posted speeds vary throughout the corridor from 30 to 45 miles per hour. Areas with rural and suburban contexts tend to see higher posted speed limits, while areas with urban contexts, such as downtown cores, tend to see lower speed limits. The latter typically allows better bicycle and pedestrian access and encourages development of land uses such as shops and multifamily residential. The former tends to discourage bicycle and pedestrian access and encourages development of auto-oriented land uses.

## Posted Speed Limits



Posted Speed Limit

- 30
- 35
- 40
- 45

## Vehicular Volumes

The average daily traffic along the corridor varies as well. Some areas, especially in the southern part of the County, see high average daily traffic. Parts of Boca Raton see over 40,000 trips per day. Most parts of the US-1 corridor, however, see moderate traffic volumes throughout the day.

## Annual Average Daily Traffic



### Annual Average Daily Traffic (AADT)

- 9,800 – 10,000
- 10,000 – 20,000
- 20,001 – 30,000
- 30,001 – 40,000

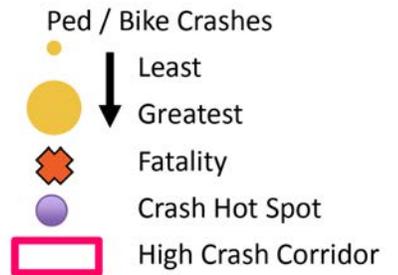
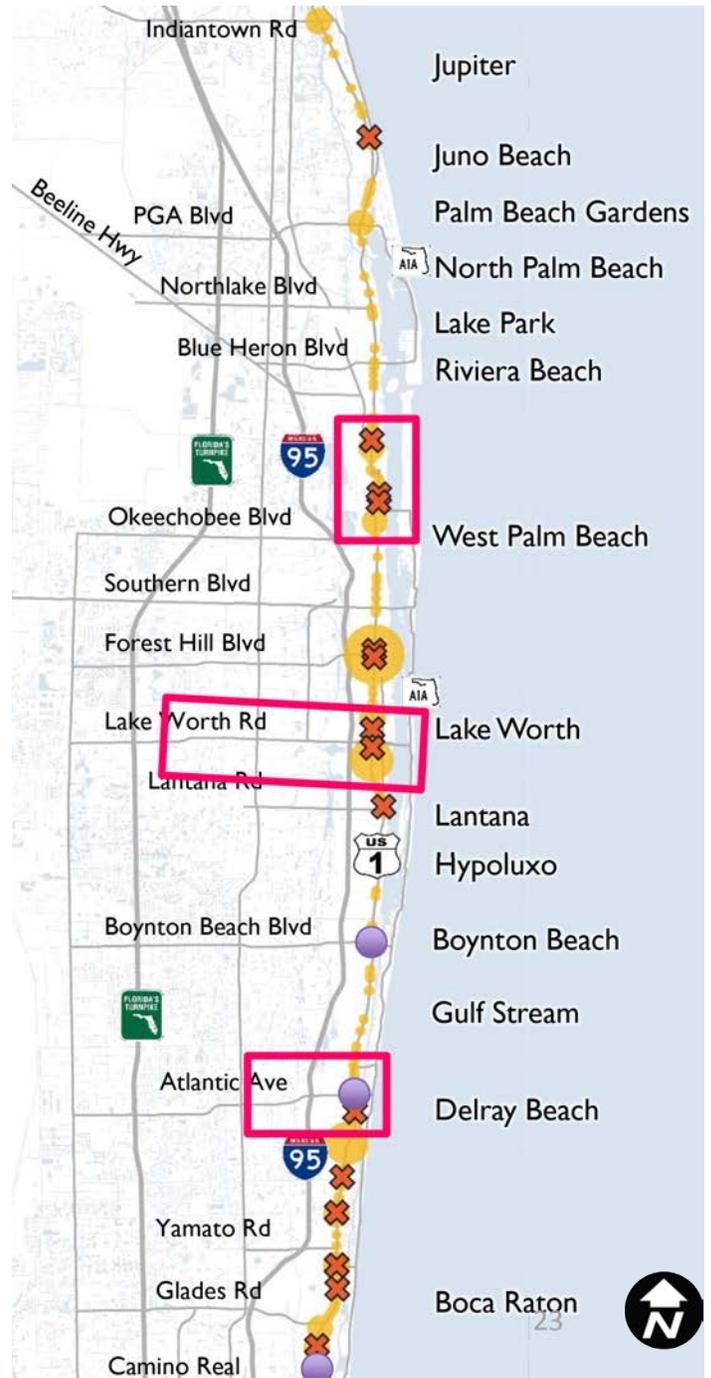
# Pedestrian and Bicycle Conditions

There were 321 bicycle and pedestrian crashes along the corridor between 2011 and 2016, 15 of which involved fatalities. All fatalities occurred in dark-lighted conditions and over 80% of bicycle crashes occurred in locations without a bicycle lane. 12 of the 15 fatalities were pedestrians, with concentrations of pedestrian fatalities occurring in Lake Worth and West Palm Beach. All three bicycle fatalities occurred in Boca Raton between Glades Road and Hidden Valley Boulevard. These outcomes contributed to Palm Beach County (along with the rest of South Florida) being rated as the 11<sup>th</sup> most dangerous metro area in the United States for pedestrians.<sup>27</sup>



*Dedicated bicycle and pedestrian infrastructure is not continuous throughout the study area*

# Pedestrian and Bicycle Crashes



<sup>27</sup> Smart Growth America, "Dangerous by Design 2016," January 2017

## Walking and Bicycling Facility Gaps

The walking and bicycling facility gaps in the corridor. It highlights where there are no sidewalks or bicycle lanes. In general, most of the corridor has sidewalks, although their quality may be inconsistent. However, there is a section between Boynton Beach and Lantana where there is no sidewalk on the west side of the road. This area has several heavily utilized transit stops, forcing transit riders to walk in the dirt on the side of the road. It also has very few locations for pedestrians to cross the street, encouraging people to take their chances in running across the street at an unsignalized location to reach their destinations.

Regarding bicycling facilities, there are no bicycle lanes between Lantana and North Palm Beach along most of US-1. This creates an uncomfortable situation for bicyclists attempting to reach destinations along the corridor. During field reviews, bicyclists were observed riding along the sidewalk in many parts of the corridor, which can be dangerous for both bicyclists and pedestrians due to a lack of sufficient space to accommodate both.

## The US-1 corridor has pedestrian and bicyclist mobility and safety challenges

While both bicycle lanes and sidewalks are provided along some segments of the corridor, neither are provided continuously. There are gaps in pedestrian and bicycle facilities along the length of the corridor. These gaps can make trips along the corridor inefficient and unsafe for bicyclists and pedestrians.

## Pedestrian and Bicycling Facilities



### Walking and Bicycling Facilities

- Bicycle Facility Gap
- Sidewalk Gap

# Transit Conditions

## Existing Service Types

Palm Tran currently uses US-1 with local bus Route 1 and a limited-stop bus service designated as “The Bolt.” The transit service characteristics are summarized below.

Route 1 runs 42 miles from Camino Real in Boca Raton to the Gardens Mall Terminal in Palm Beach Gardens. The Bolt overlay service runs 28 miles between Camino Real in Boca Raton to the West Palm Beach Intermodal Transfer Center (WPB ITC). The two services provide access to many employment centers and residential areas. There is direct service or connection to major institutional uses including Florida Atlantic University, Palm Beach Atlantic University, Palm Beach State College, Good Samaritan Medical Center, St. Mary’s Hospital, and numerous city government centers. The distribution of boardings and alightings throughout the US-1 corridor is shown graphically and summarized.

Local municipalities operate a series of transit services including the Boca Raton Shuttles, the Delray Beach Trolley, and the Downtown West Palm Beach Trolley the last two of which offer direct access to US-1.

Palm Tran Connection provides paratransit services along the entire US-1 corridor. While this study did not analyze paratransit service, extension of service north of the Gardens Mall could require extensions of complementary paratransit services.

In addition to Route 1, Palm Tran has 17 other routes that travel along or intersect with US-1 including the Broward County Transit (BCT) Route 10 at Camino Real in Boca Raton and the Martin County Public Transit, Marty Route 20X, a limited stop service at the Garden Mall Terminal in Palm Beach Gardens.

Rail in the study area includes the existing Tri-Rail Commuter Rail Service and the South Florida Regional Brightline Station in Downtown West Palm Beach. The proposed Tri-Rail Coastal Link would also have stations along the US-1 study corridor. National transit connectivity includes direct access to the Amtrak Train and Greyhound Bus service.

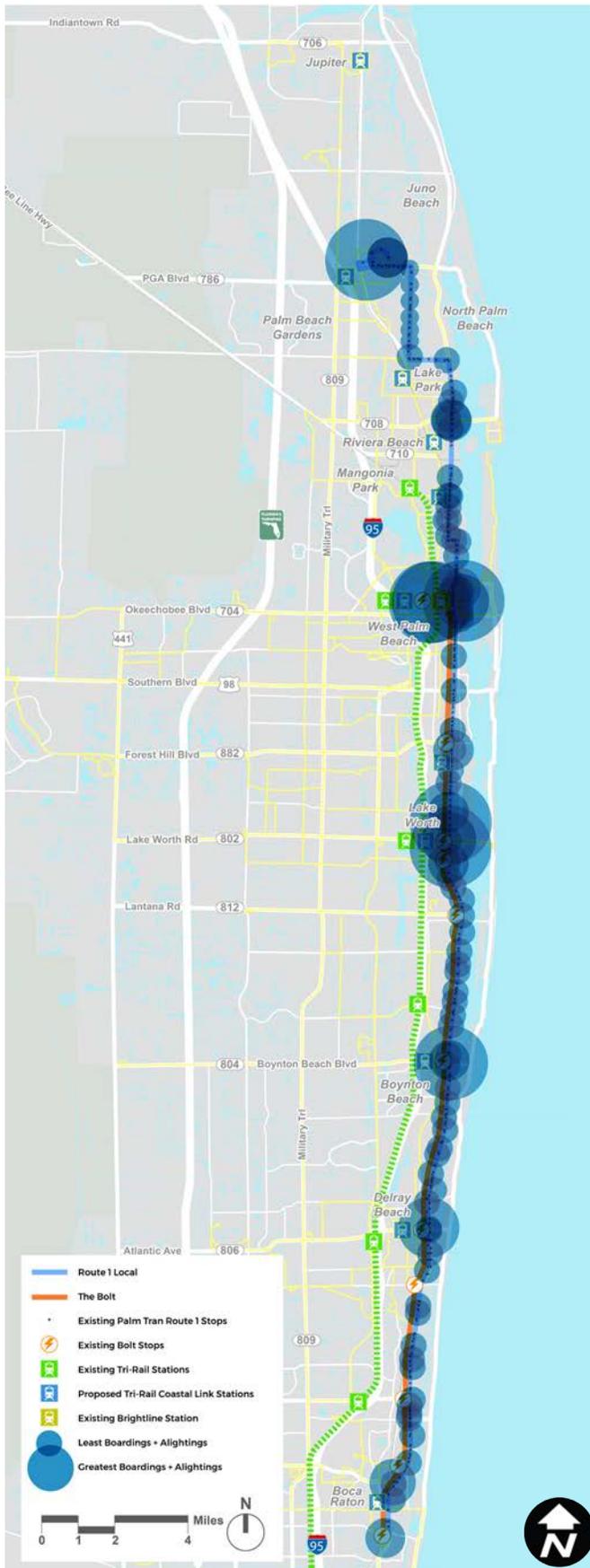


## US-1 Study Area Transit Service Characteristics

	ROUTE 1	THE BOLT	TRI-RAIL
<b>Hours of Operation</b>	5:20 AM - 10:00 PM (Weekday)	7:00 AM - 9:00 AM (Weekday Morning)	4:00 AM - 11:30 PM (Weekday)
	6:20 AM - 10:00 PM (Saturday)	3:00 PM - 5:00 PM (Weekday Afternoon)	5:30 AM - 11:45 PM (Weekend)
	8:20 AM - 6:30 PM (Sunday)	NO WEEKEND SERVICE	
<b>End Points</b>	Boca Raton to Palm Beach Gardens	Boca Raton to West Palm Beach	Boca Raton Station to Mangonia Park Station
<b>No. of Stops</b>	443 Stops (5.5 Stops/Mile)	22 Stops (0.4 Stops/Mile)	6 Stations
<b>Frequency</b>	20 Minutes (Weekdays/Saturday)	10 Minutes*	20-60 Minutes (Weekday)
	30 Minutes (Sunday)	*Includes Route 1 Overlap Service	60 Minutes (Weekend)

<sup>28</sup> FDOT & Palm Tran, “Origin-Destination Survey,” 2015.

## Existing Transit Conditions



**90%**  
of Route 1  
riders **WALK** to  
their Stop<sup>2</sup>

### Top Ten Route 1 Stops

	HIGHEST RIDERSHIP STOPS	AVERAGE WEEKDAY BOARDINGS
1	West Palm Beach Intermodal Transfer Center	885
2	Downtown Lake Worth (Dixie Hwy @ Lucerne Ave)	236
3	Downtown Lake Worth (Dixie Hwy @ 2 <sup>nd</sup> Avenue N)	219
4	Downtown Boynton Beach (Federal Hwy @ Boynton Beach Blvd)	173
5	Downtown West Palm Beach (Quadrille Blvd @ Evernia St)	163
6	Downtown Boca Raton (Dixie Hwy @ E Camino Real)	151
7	The Gardens Mall	137
8	Riviera Beach @ Blue Heron	126
9	Downtown West Palm Beach (Quadrille Blvd @ Banyan Blvd)	98
10	Downtown Delray Beach (Federal Hwy @ SE 1 <sup>st</sup> St)	91

# Origin and Destinations

In 2015, FDOT conducted an on-board survey on behalf of Palm Tran. Part of this included an Origin Destination (OD) Survey where participants were asked for the addresses of the locations they were coming from and going to. Using the zip codes provided, the Study Team identified origin destination pairs. Based on the survey participants, the top origin-destination pairs were:

1. West Palm Beach – Lake Worth
2. West Palm Beach – West Palm Beach (internal)
3. West Palm Beach – Palm Beach Gardens
4. West Palm Beach – Riviera Beach
5. Boca Raton – Delray Beach

From the OD study, the Study Team was able to determine the length of transit trips on Route 1. Based on survey responses, most trips on Route 1 are 15 miles or less, indicating very few users are traveling from end to end on Route 1.

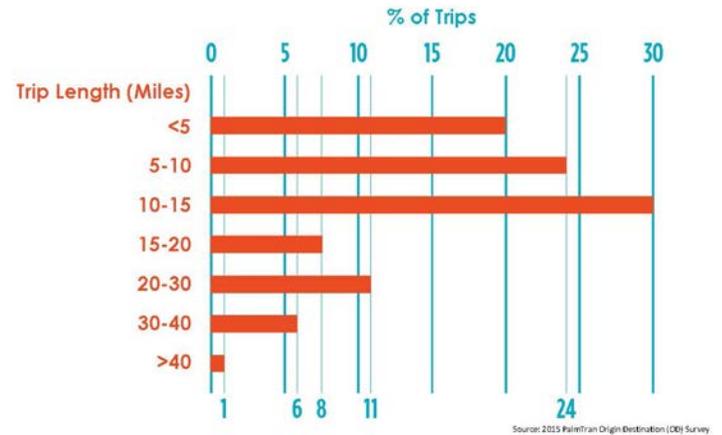
# Ridership & Passenger Load Factors

Route 1, including The Bolt, carries the most passengers in the Palm Tran system. According to Palm Tran’s recently adopted TDP for Fiscal Years (FY) 2017 – 2026, ridership on Route 1 accounts for 24% of the total system users. Route 1 also connects to five of the other top ten routes in the system.

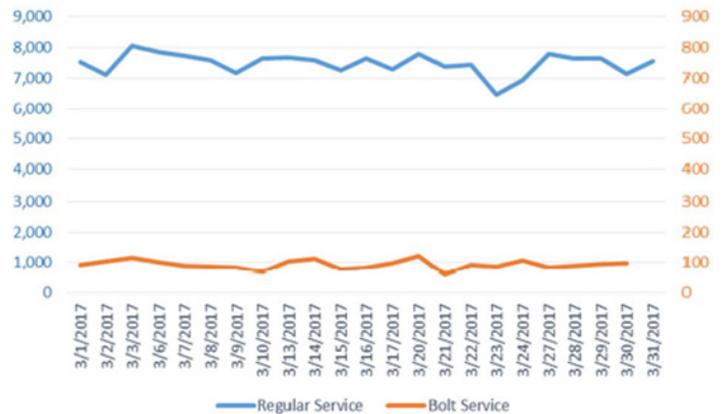
Palm Tran provided Automated Passenger Counter (APC) data for March 2017. From that dataset, ridership was shown to be stable and Route 1 averaged more than 7,400 boardings per weekday and The Bolt averaged 90 boardings per weekday.

The data also suggested that ridership is similar during the weekdays and the weekends.

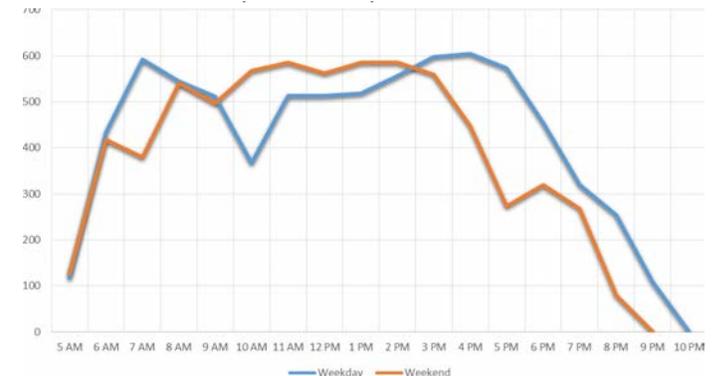
## Average Trip Length



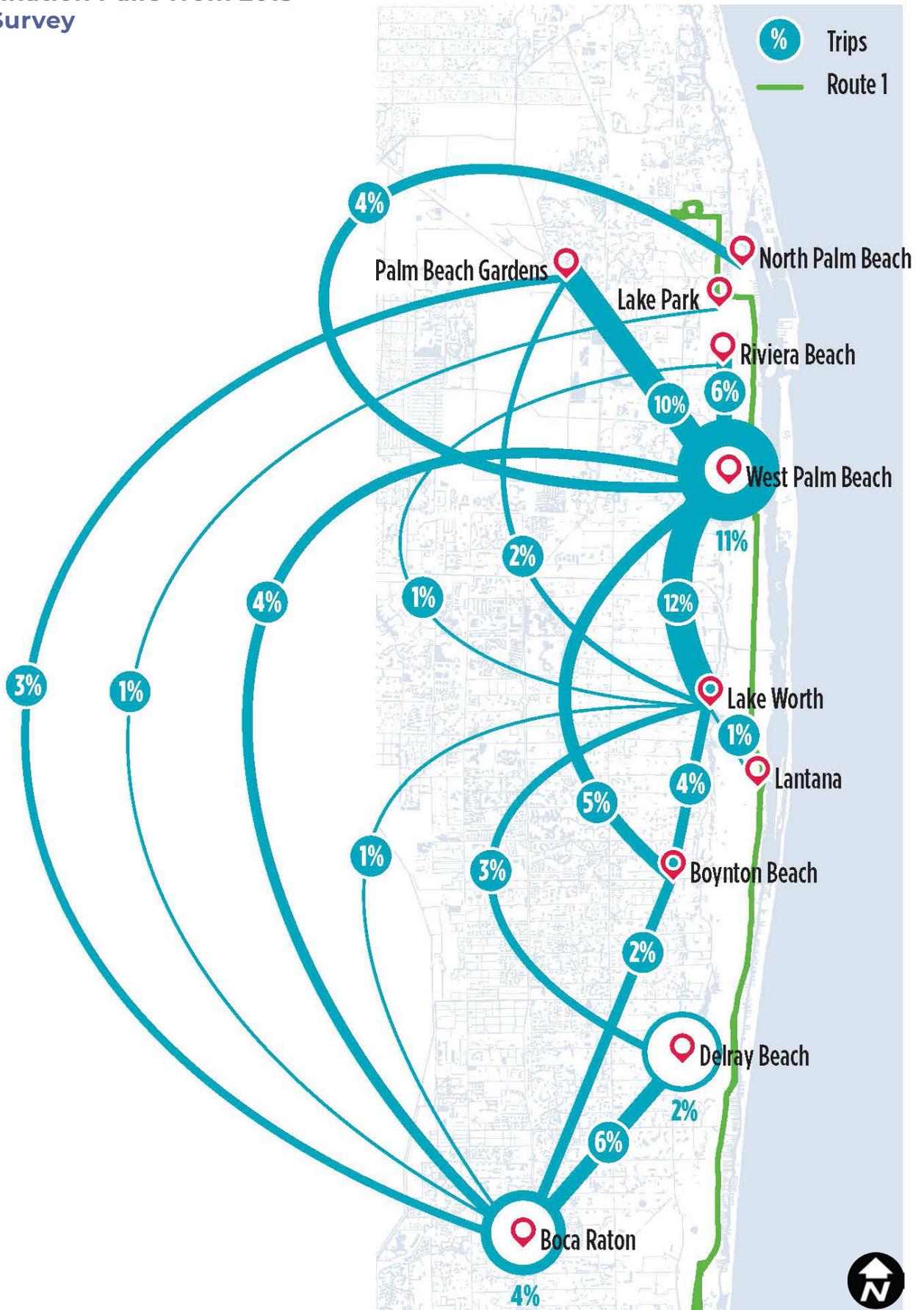
## Weekday Ridership - March 2017

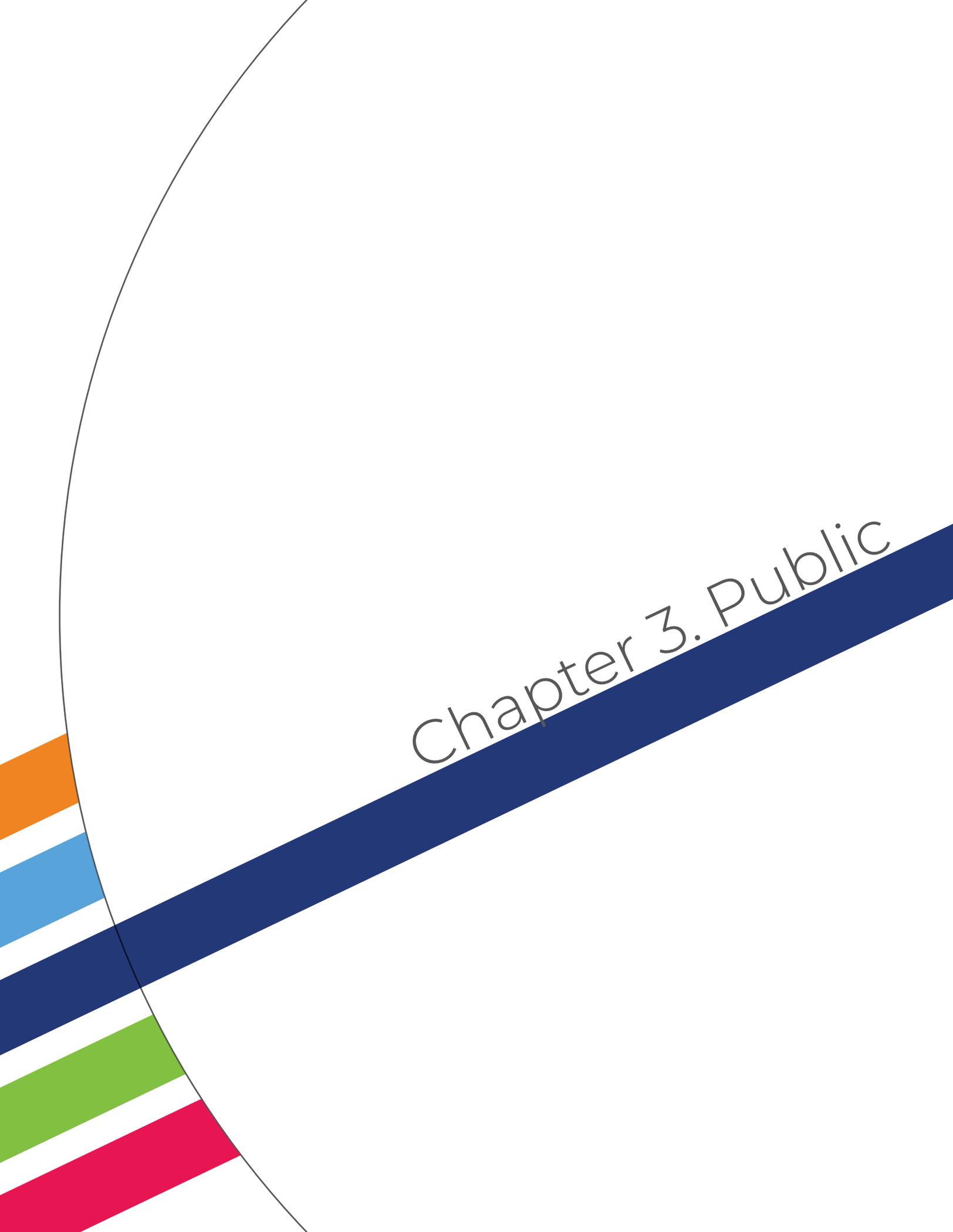


## Average Boardings by Hour - Weekday vs. Weekend



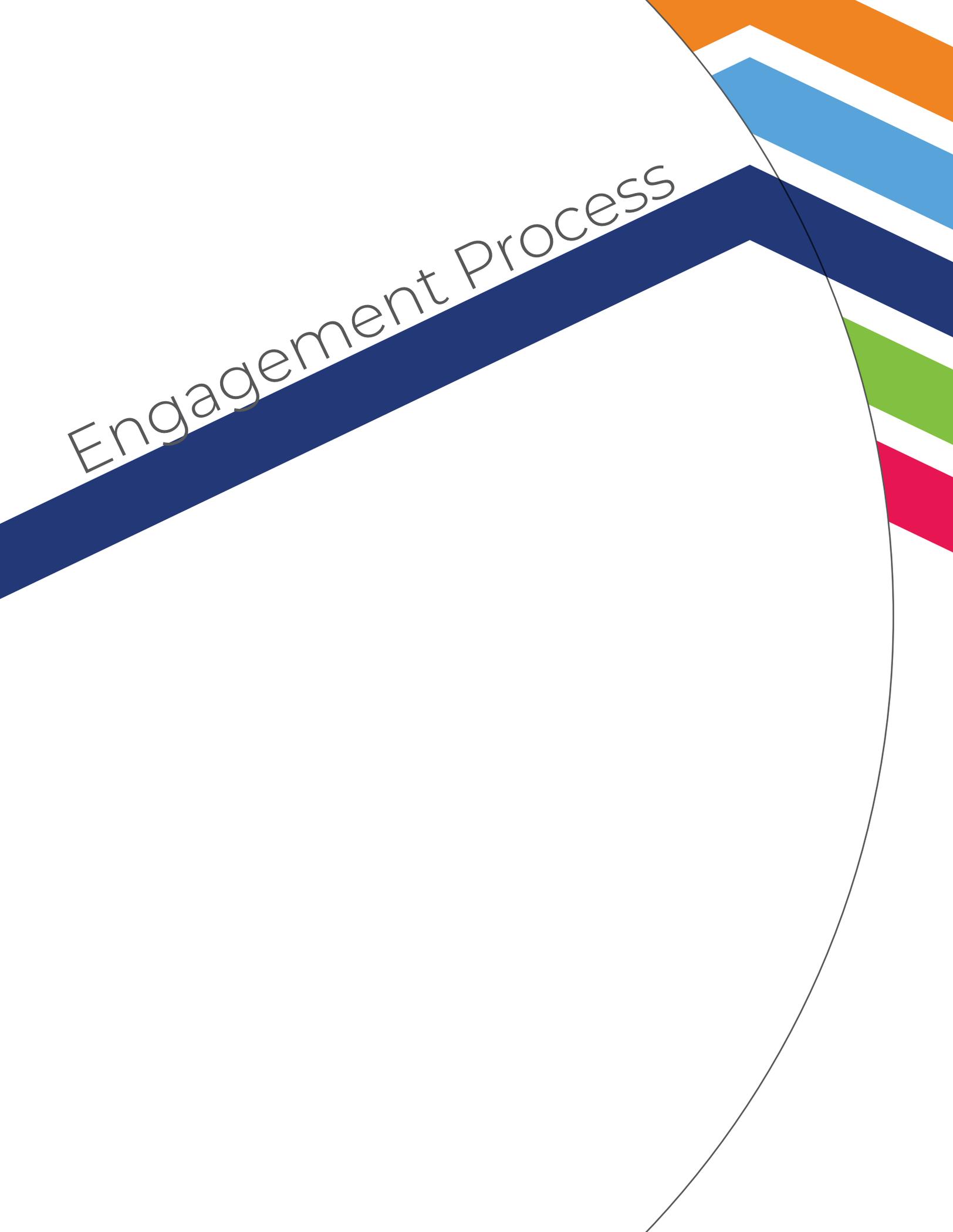
## Origin-Destination Pairs from 2015 Palm Tran Survey



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# Chapter 3. Public

# Engagement Process

A decorative graphic in the top right corner of the page. It consists of several overlapping chevron shapes pointing downwards and to the right. The colors of the chevrons are orange, light blue, dark blue, light green, and red. The dark blue chevron is the largest and most prominent, with the other colors layered on top of it.

# Introduction

The US-1 Multimodal Corridor Study began with an open streets public outreach kick-off event in May 2017 at Sanborn Square in Boca Raton that was used as an opportunity for public awareness of the project and consensus-building. The existing conditions for the project corridor related to socioeconomics and street network characteristics and transit conditions was presented to increase the project corridor for healthy community development. Workshops and open studio charrettes were conducted for more detailed engagement with the public.



Key Interest Groups targeted and invited to participate in public engagement process:

- Elected officials
- City staff
- Residents
- Business owners
- Agency representatives
- Economic development officials
- Neighborhood advocates
- Multimodal advocates
- Educators

## 2017

### April

- Health Impact Assessment Working Group Kick-Off Meeting

### May

- Open Streets Public Outreach
- Kick-Off Event Comment Map

### June — October

- Public Survey
- Stakeholder/Personal Interviews
- Workshops
- Open Studio Charrettes
- Health Impact Assessment Working Group Meetings

## 2018

### May

- Technical Advisory Committee (TAC) Meeting
- Citizens Advisory Committee (CAC) Meeting
- Bicycle/Trailways/Pedestrian Advisory Committee (BTPAC) Meeting
- TPA Governing Board Meeting

**450+** attendees at Workshops,  
Open Studio Charrettes and Open Streets Event



**18**  
Open Studio  
Charrette Days

**6**  
Workshops

**1**  
Open  
Streets  
Event

**100+**  
interactive  
Priority Pyramid  
Responses



**9** comments to  
[info@USIPBCorridorStudy.com](mailto:info@USIPBCorridorStudy.com)

**260+** likes  
and  
**130+** comments  
on online Comment Map



**100+**  
Stakeholder  
Interviews



**100+**  
survey  
responses



**16+**  
personal interviews

Social Media included Project  
Facebook Page and Instagram



# Workshops & Open Studio Charrettes

Workshops were held on Saturdays and the open studio charrettes were held on Monday through Wednesday of the following week. The workshops included an overview presentation, group walking audit to assess the corridor and a group street design exercise. Some basic questions were asked:

- What are the corridor needs and opportunities?
- Who are the users? Who should be the users?
- What is the role of the roadway? What should it be?

The three-day open studio charrettes consisted of different activities as listed below to capture the participants' desired vision for the US-1 corridor and a closing presentation on the third day.

- Build-a-Street
- Priority Pyramid
- Intersection Designs
- Transit Characteristics
- Conceptual "Opportunity Area" Analysis

MON  
WED

3

DAY  
Open Studio  
Charrettes

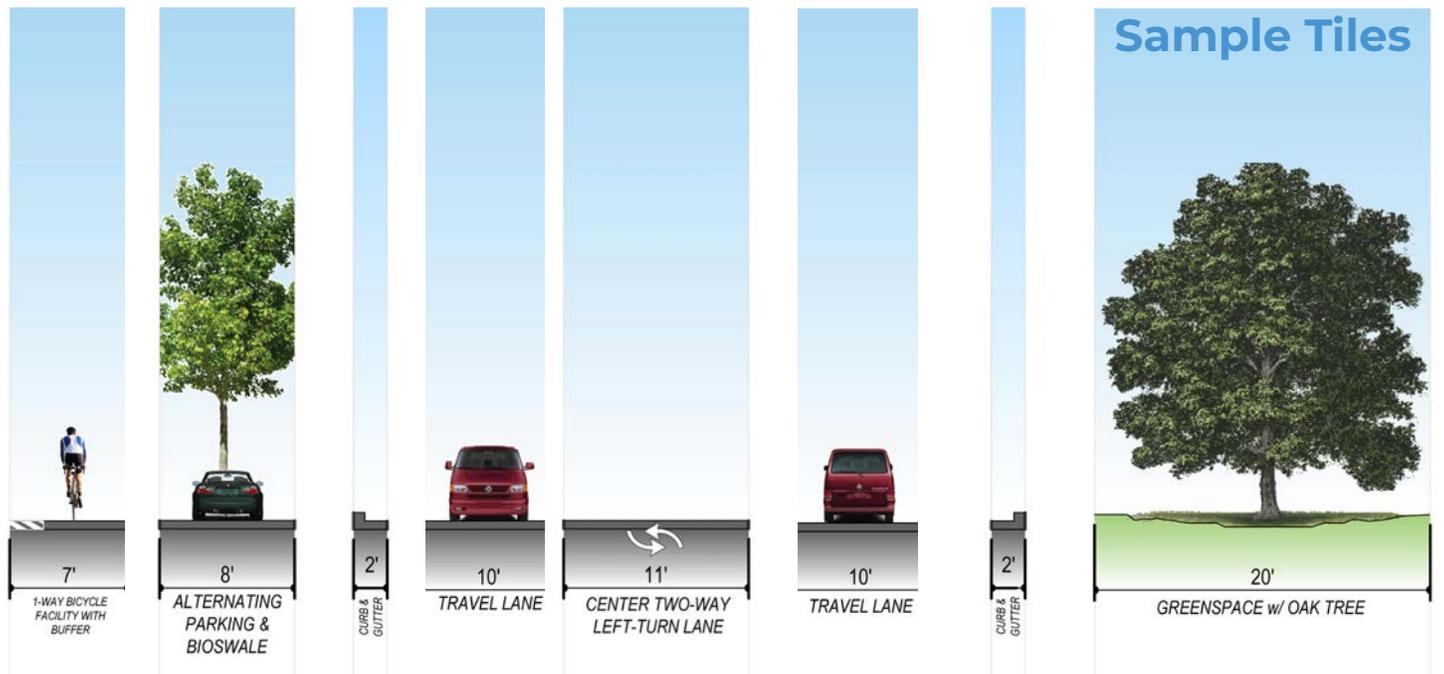
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WORK  
SHOPS



# Build-a-Street

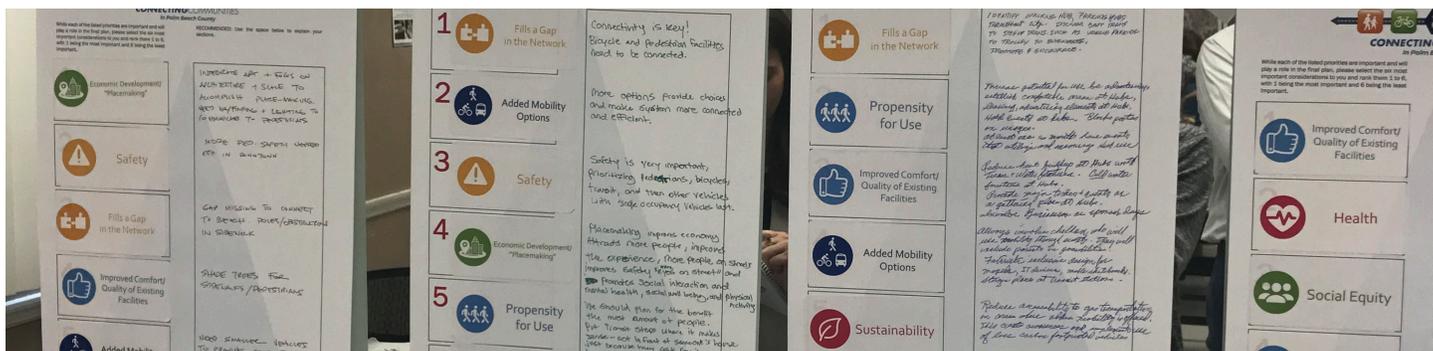
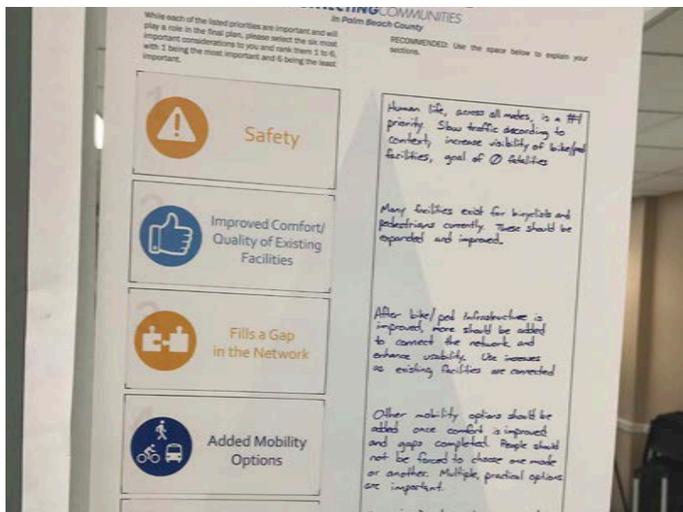
The Build-a-Street activity offered participants an understanding of the tradeoffs between right-of-way versus roadway features as well as a means to identify cross-section vision for critical corridors in the community. Participants created their ideal typical roadway section for specific corridors that included features they believed were most desirable.



# Priority Pyramid

This activity asked participants to rank their top six themes out of a total of eleven. The top three themes that were consistently ranked highest based on frequency were safety, economic development/“placemaking” and added mobility options. Over 120 responses were received.

# TOP 3 THEMES



## Safety

Increases safety for all users



## Economic Development/“Placemaking”

Creates a sense of place and allows opportunities for economic growth



## Added Mobility Options

Creates a sense of place and allows opportunities for economic growth

# Intersection Designs

The intersection designs offered participants to share ideas on how they would like to reimagine key intersections along US-1. Tracing paper and writing materials were put on the tables with aerials of the intersections.



# Station Amenities

## Transit Characteristics

This activity asked participants to rank their preference for various transit characteristics. The highest preference was for the ability to bicycle or walk safely and comfortably to a given transit location. Attendees felt strongly that a station need to be well-lit and clean with seating and shade. The dependability and speed of the transit service was also preferred. Finally, attendees felt they would be more likely to use transit if the service was well branded and included technologic aspects like real time tracking and payment methods available through their smartphone.

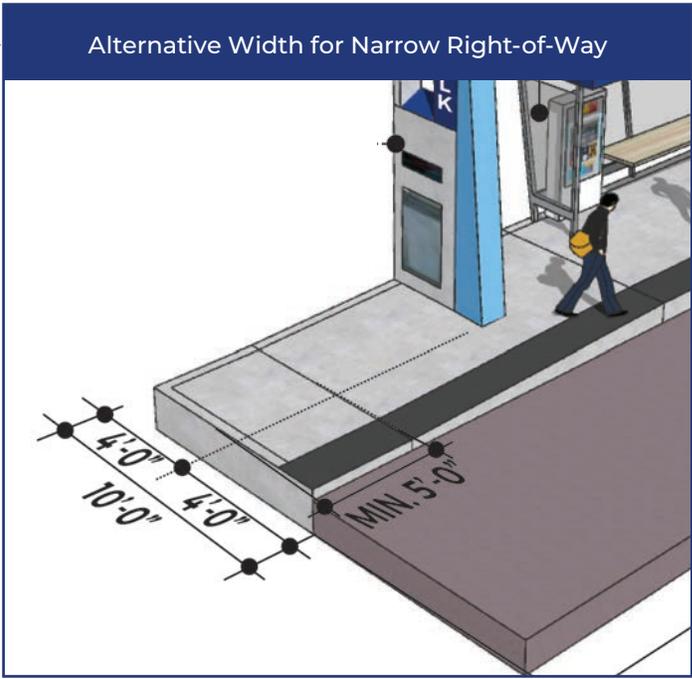
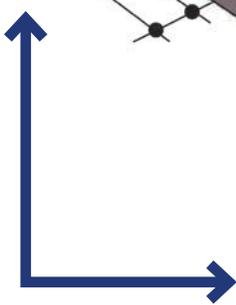
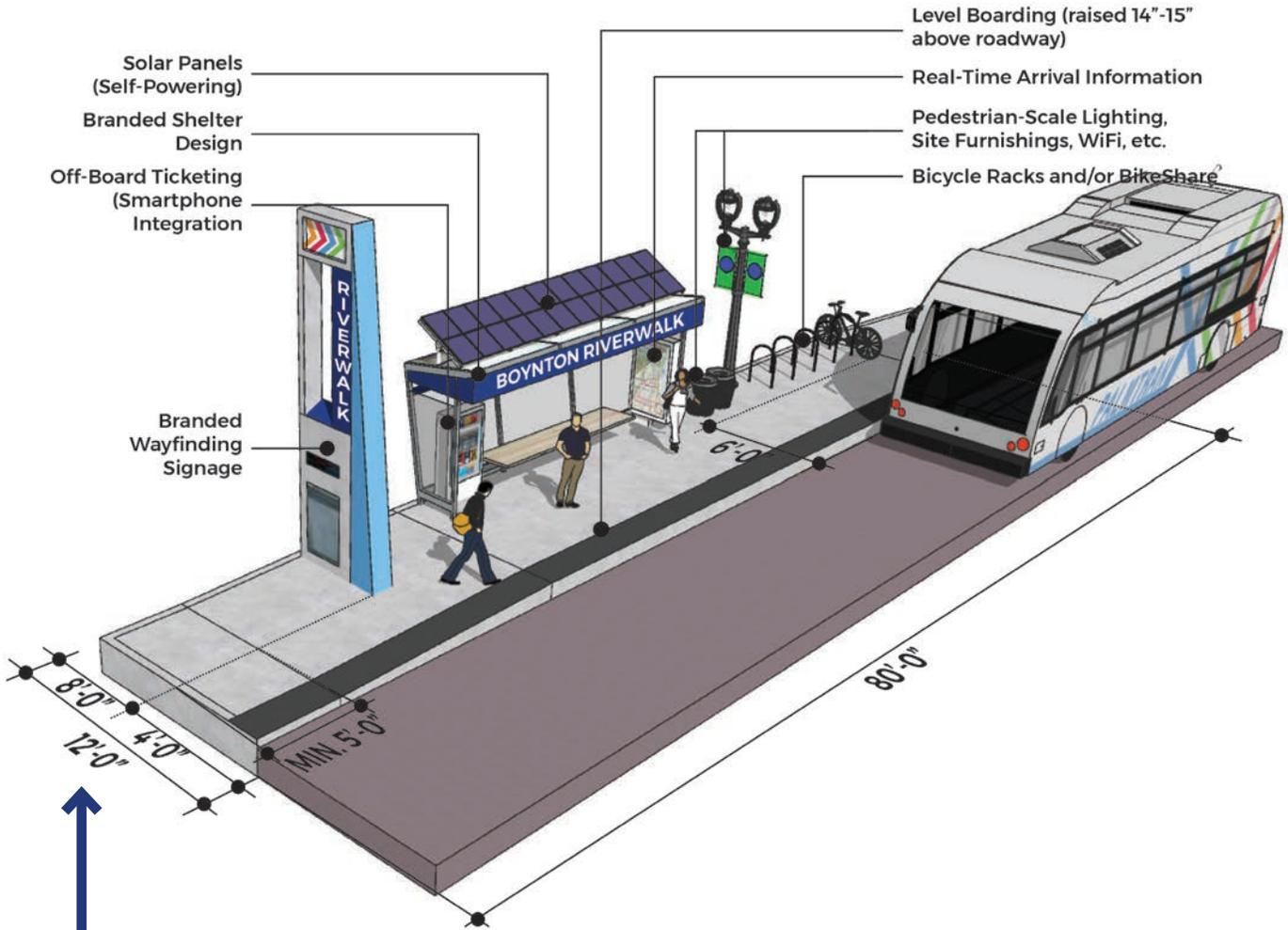
Based on this input, the preferred amenities were combined and formed to create the typical **PTX Station Module** and the "narrow" PTX Station Module.



### TRANSIT CHARACTERISTIC PREFERENCES

CHARACTERISTICS	SECTION 1	SECTION 2	SECTION 3	SECTION 4	SECTION 5	SECTION 6	TOTAL
<b>WALKING/BIKING TO TRANSIT STOP</b>	23	6	9	9	4	5	56
<b>SAFE, WELL-LIT TRANSIT STOP</b>	11	10	8	15	4	2	50
<b>CONSISTENT ARRIVAL TIME</b>	10	12	5	15	2	1	45
<b>TIME/SPEED OF SERVICE</b>	10	9	4	15	3	3	44
<b>BRANDED BUS AND STATIONS</b>	8	5	8	5	4	3	33
<b>REAL-TIME TRACKING</b>	4	5	4	12	4	3	32
<b>APP-BASED PAYMENT METHOD</b>	8	5	2	8	2	1	24
<b>NUMBER OF TRANSFERS</b>	6	7	1	5	2	0	21
<b>VEHICLE BOARDING AND SEATING</b>	1	3	0	4	2	0	10
<b>STOP LOCATIONS</b>	1	5	2	0	1	0	9

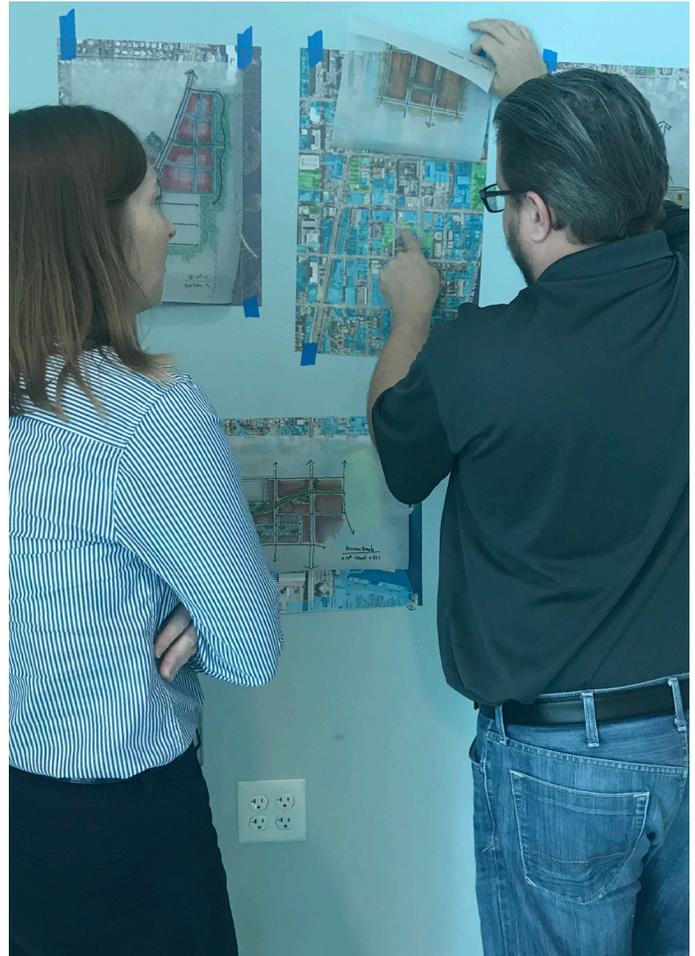
# Typical PTX Transit Station Module



# Opportunity Areas Analysis

Conceptual “opportunity sites” were generated for each opportunity area in a given section that was also identified as a potential “PTX” station location. For each opportunity area, the Study Team conducted a review of existing land use conditions, along with transit and demographic makeup. Local agency partners were interviewed and provided general input on the direction of each plan. The final concept drawings developed illustrative urban design concepts of potential future land use scenarios within roughly a half-mile area of the potential station and were presented to the public at the closing meeting.

Conceptual-level TOD scenarios were generated for each PTX station location along US-1. These scenarios are not meant to indicate any approved or proposed plans but to illustrate a possible and hypothetical development scenario and to understand how transit (both existing service and proposed service) and transit-supportive development interacts with land use planning and the Complete Streets investment.





# Stakeholder Interviews

Creating a community vision is a planning step that should not be taken lightly. It requires a thoughtful approach to engaging the community and empowering stakeholders. Over 100 stakeholder interviews were held to encourage aspirational planning while understanding why decisions were made. Some basic questions were asked.

- What are the major attractions along the corridor?
- How would you like to see US-1 improved?
- What are the major issues along the corridor?
- Who is using transit? Bicycling or walking?
- Where are the areas that you see the most current transit/pedestrian/bicycle use? Where do you see this use increasing in the future?
- What other issues/challenges do we need to address to encourage better multimodal mobility and access? Are these issues/opportunities specific to certain areas/segments?

Beethoven is a driven entrepreneur confident in the potential of Riviera Beach. Relocating a few years ago from Connecticut to open a popular coffee shop and restaurant, he is committed to being part of a future renaissance in Riviera Beach and notes the interest of other businesses, such as leading yacht services firm Rybovich, similarly relocating to Riviera. For Beethoven, US-1 is the gateway and an opportunity to enhance business development. He dreams of more on street parking opportunities and a roundabout on 20<sup>th</sup> street to support the walkable access to local businesses fronting the corridor.

*“We need more people to come to Riviera Beach not through.”*

10

0

INTERVIEWS





# SHERWYN

“ We don’t have enough police officers to enforce speed limits and patrol traffic and we don’t need to. **Design it for walkers and bicyclists first**, and things can take care of themselves.”



Heather is very much interested in using public art to enhance community and public spaces. She feels that US-1 could be a canvass to express community identity beyond just a corridor to carry vehicular traffic. “We also need more accessible options for lower-income families with kids in the adjacent neighborhoods and more inclusivity for the diverse populations in the area...Ultimately, Riviera Beach should have the same features that are found in Boca or West Palm.”

Joe is a regular patron of the businesses along Clematis Street. He would prefer to ride a bicycle if it were easier and that he knew he would have dedicated, protected lanes and not have to traverse parking lots and sidewalks to arrive.

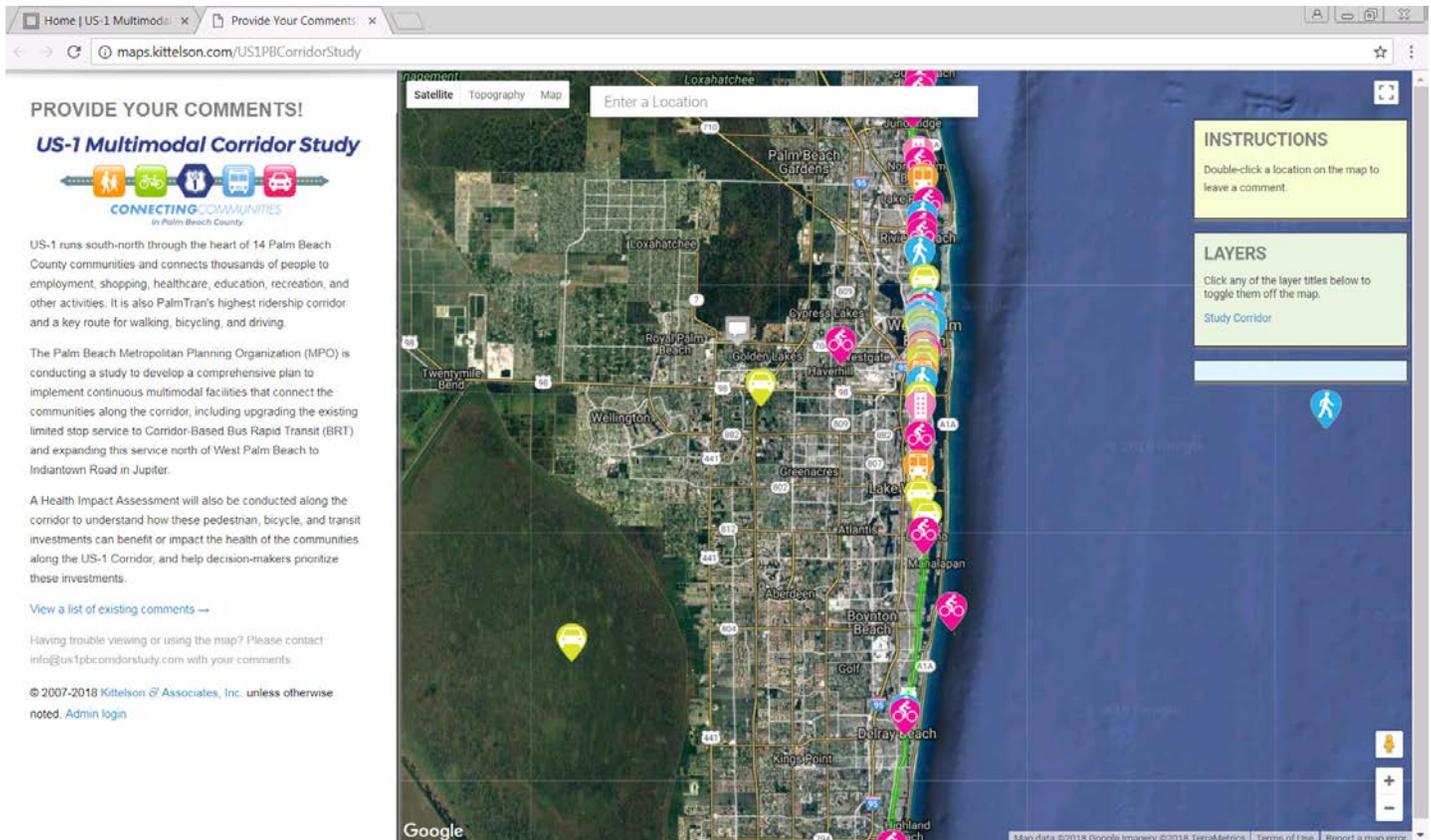


# Interactive Comment Map

Through the project website, an interactive comment map was provided for respondents to provide spatial input on where they saw issues and opportunities for the US-1 corridor. Because a given respondent could drop their note on a specific location or address, these comments were generally very specific about a place, intersection, segment of roadway, or desire for some new aspect. There were over 130 notes and comments placed on the map and an average of two likes per comment – meaning many other respondents were supportive of those comments – whether or not they left their own comment.

# 130

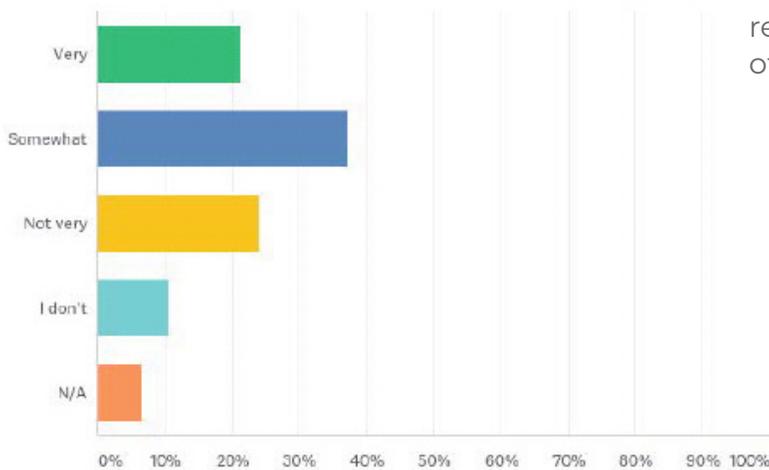
## RESPONSES



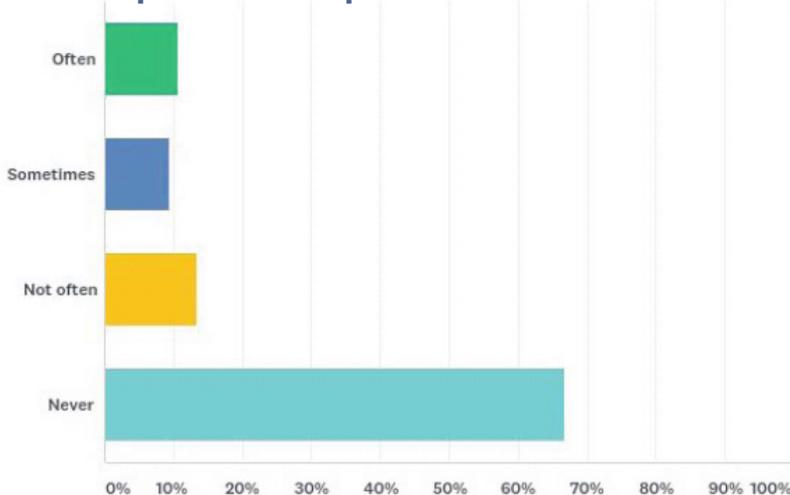
# Quality of Life and Transit Survey

Quality of life is defined by the World Health Organization as “an individual’s personal satisfaction with the cultural or intellectual conditions under which they live.” Quality of life is affected by the degree that people have access to employment, health care, food sources, and educational facilities and that access influences the quality and quantity of lifestyle choices made.

## How Connected Do Respondents Feel To Their Community And Neighbors Along US-1?



## How often have you been unable to get to work or health care services along US-1 dues to public transportation issues?

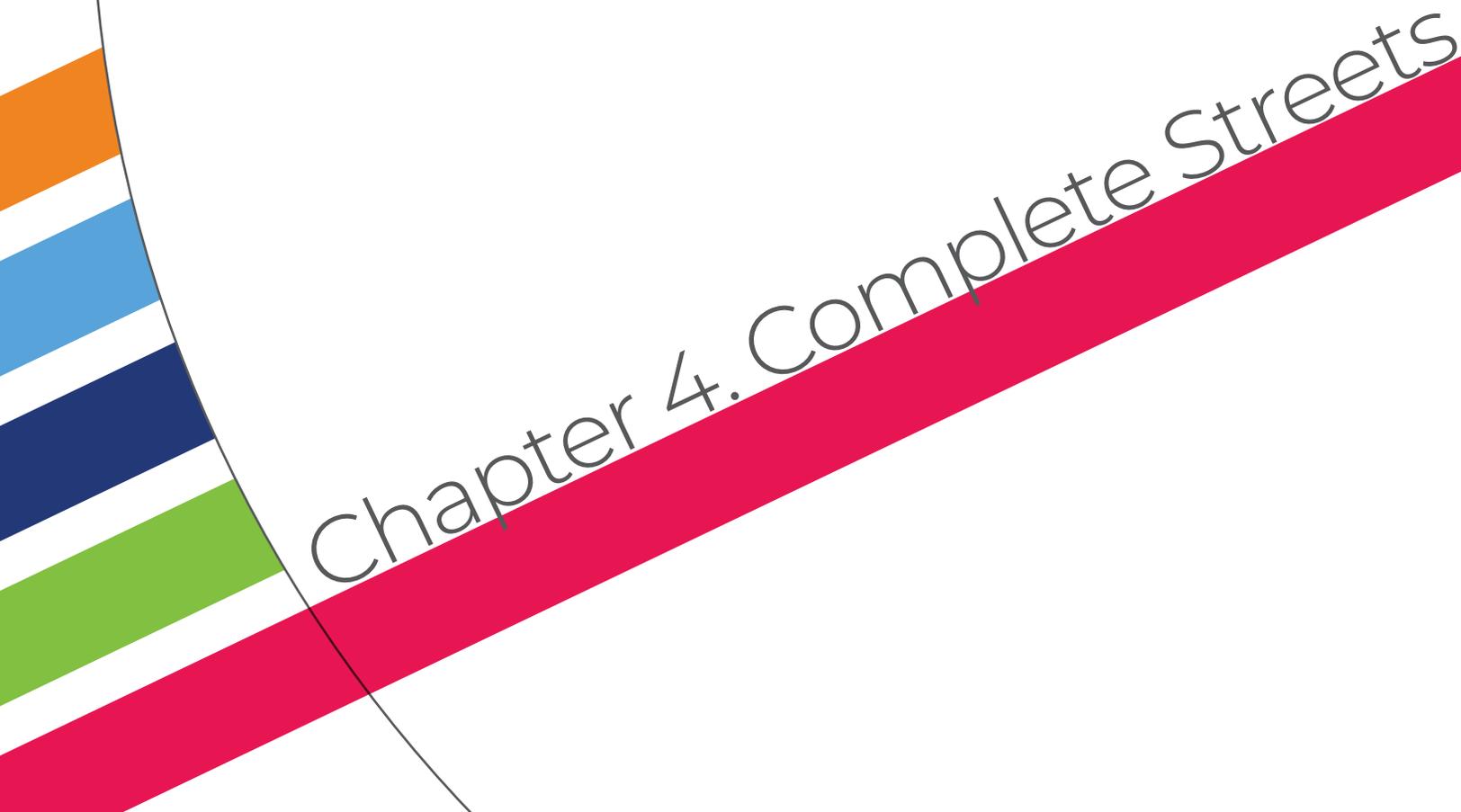


In an effort to gauge the population in the study area, a “Quality of Life and Transit” Survey was conducted. This was available via the project website, as well as through impromptu discussions and filling out the survey via an iPad with random transit riders on the bus in the various sections of the US-1 corridor. The Quality of Life and Transit Survey showed that approximately 35% individuals do not feel connected to their community and neighbors. In addition, 20% of respondents have been “sometimes” or “often” unable to get to work or health care services along the US-1 corridor due to public transportation issues. These results indicate a need for respondents to have multimodal options. Research shows that high quality public transit can reduce emotional stress by improving access to education and employment activities, improving community cohesion, improving access to social and recreational activities, and reduce stress levels of commuters that no longer need to drive.

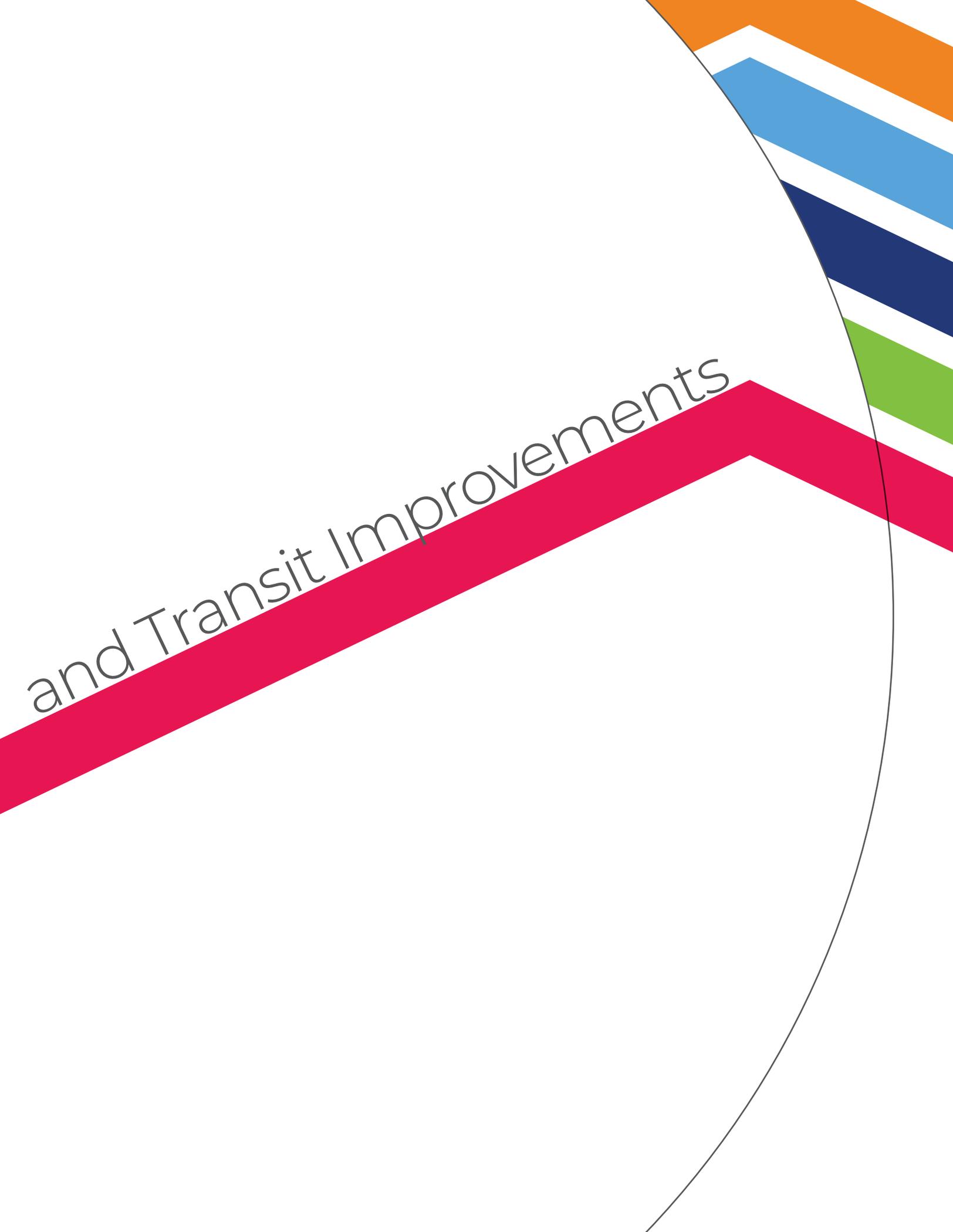


### Pat in Lake Worth

Pat offers support and outreach to transit riders at the Palm Tran Route 1 Bus Stop adjacent to the CVS at North Dixie Highway and Lucerne Avenue in downtown Lake Worth. She noted that the accumulation of garbage and the perceived lack of stewardship at many bus stops gives a negative impression of “her” community. She and her friend, Eileen, bring trash bags to clean up the debris at various bus stops when they are out and about.



# Chapter 4. Complete Streets

A decorative graphic in the top right corner of the page. It features a white circle that overlaps a series of parallel, slanted stripes. The stripes are colored from top to bottom: orange, light blue, dark blue, green, and red. The text "and Transit Improvements" is written in a grey, sans-serif font, following the curve of the white circle.

and Transit Improvements

# Introduction

The proposed improvements include bicycle and pedestrian facilities, travel lanes, and on-street parking, if applicable. Understanding the context classification will determine key design criteria elements for US-1. The chapter is organized by the six sections. Appendix B includes the in-depth Transit Analysis and Appendix C for the roadway improvements.

## Context Classification

When considering the existing roadway conditions, character and land uses, trends begin to emerge that tell the story of the corridor and its intended use. While the corridor has varying characteristics, some areas are more residential and others are clearly commercial cores. In order to facilitate the definition of areas based on their context, needs, and desires, FDOT has developed a Context Classification system that defines eight different character types.

FDOT's context classification system broadly identifies the various built environments in Florida, based on existing or future land use characteristics, development patterns, and roadway connectivity of an area. The eight context classifications provide cues as to the types of uses and user groups that will likely utilize the roadway. In FDOT projects, the roadway will be assigned a context classification(s). The context classification system is used to determine criteria in the FDOT Design Manual (FDM).



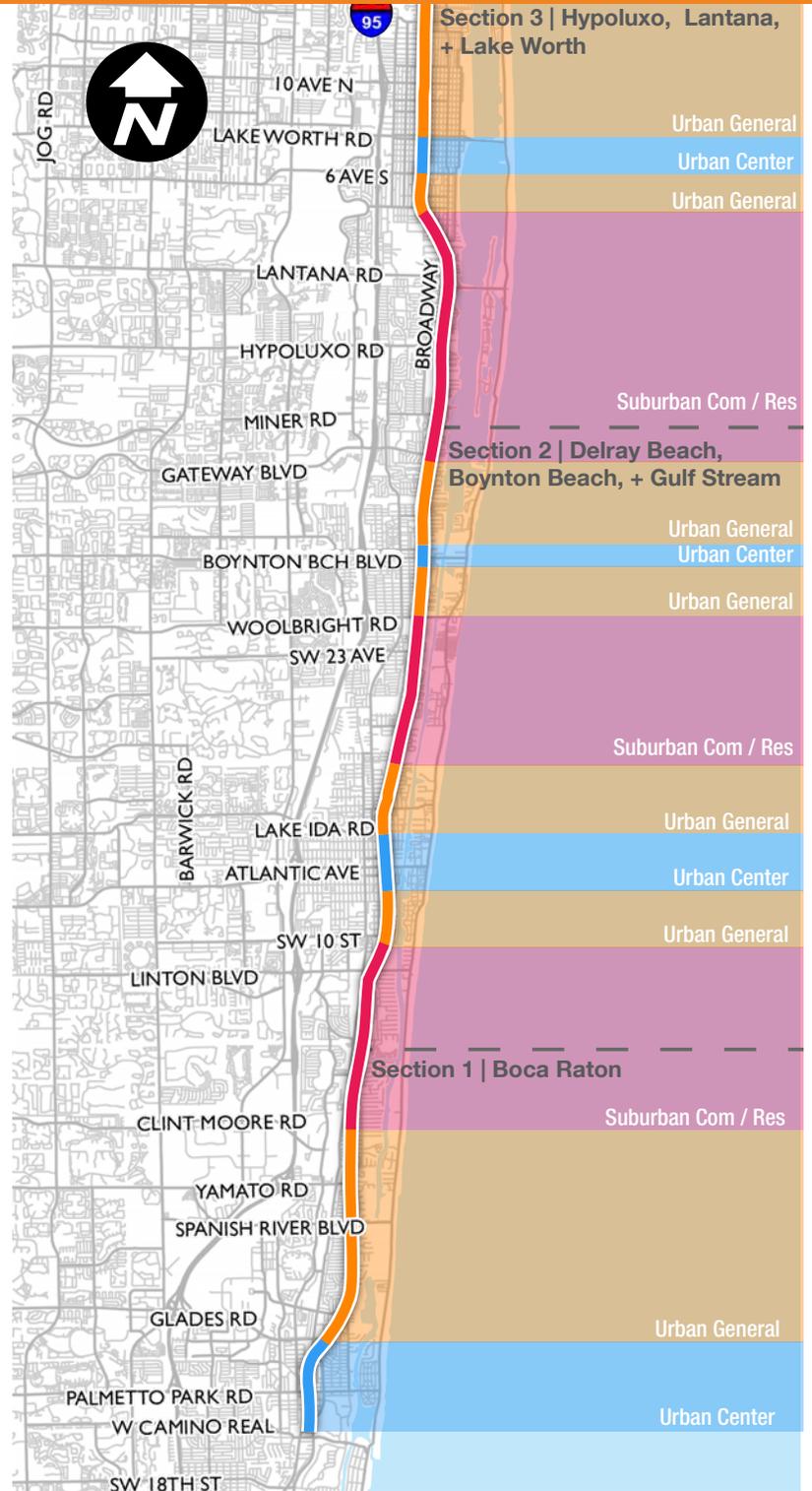
<b>C1-Natural</b>	Lands preserved in a natural or wilderness condition, including lands unsuitable for settlement due to natural conditions.
<b>C2-Rural</b>	Sparsely settled lands; may include agricultural land, grassland, woodland, and wetlands.
<b>C2T-Rural Town</b>	Small concentrations of developed areas immediately surrounded by rural and natural areas; includes many historic towns.
<b>C3R-Suburban Residential</b>	Mostly residential uses within large blocks and a disconnected or sparse roadway network.
<b>C3C-Suburban Commercial</b>	Mostly non-residential uses with large building footprints and large parking lots within large blocks and a disconnected or sparse roadway network.
<b>C4-Urban General</b>	Mix of uses set within small blocks with a well-connected roadway network. May extend long distances. The roadway network usually connects to residential neighborhoods immediately along the corridor or behind the uses fronting the roadway.
<b>C5-Urban Center</b>	Mix of uses set within small blocks with a well-connected roadway network. Typically concentrated around a few blocks and identified as part of a civic or economic center or a community, town, or city.
<b>C6-Urban Core</b>	Areas with the highest densities and building heights, and within FDOT classified Large Urbanized Areas (population>1,000,000). Many are regional centers and destinations. Buildings have mixed uses, are built up to the roadway, and are within a well-connected roadway network.

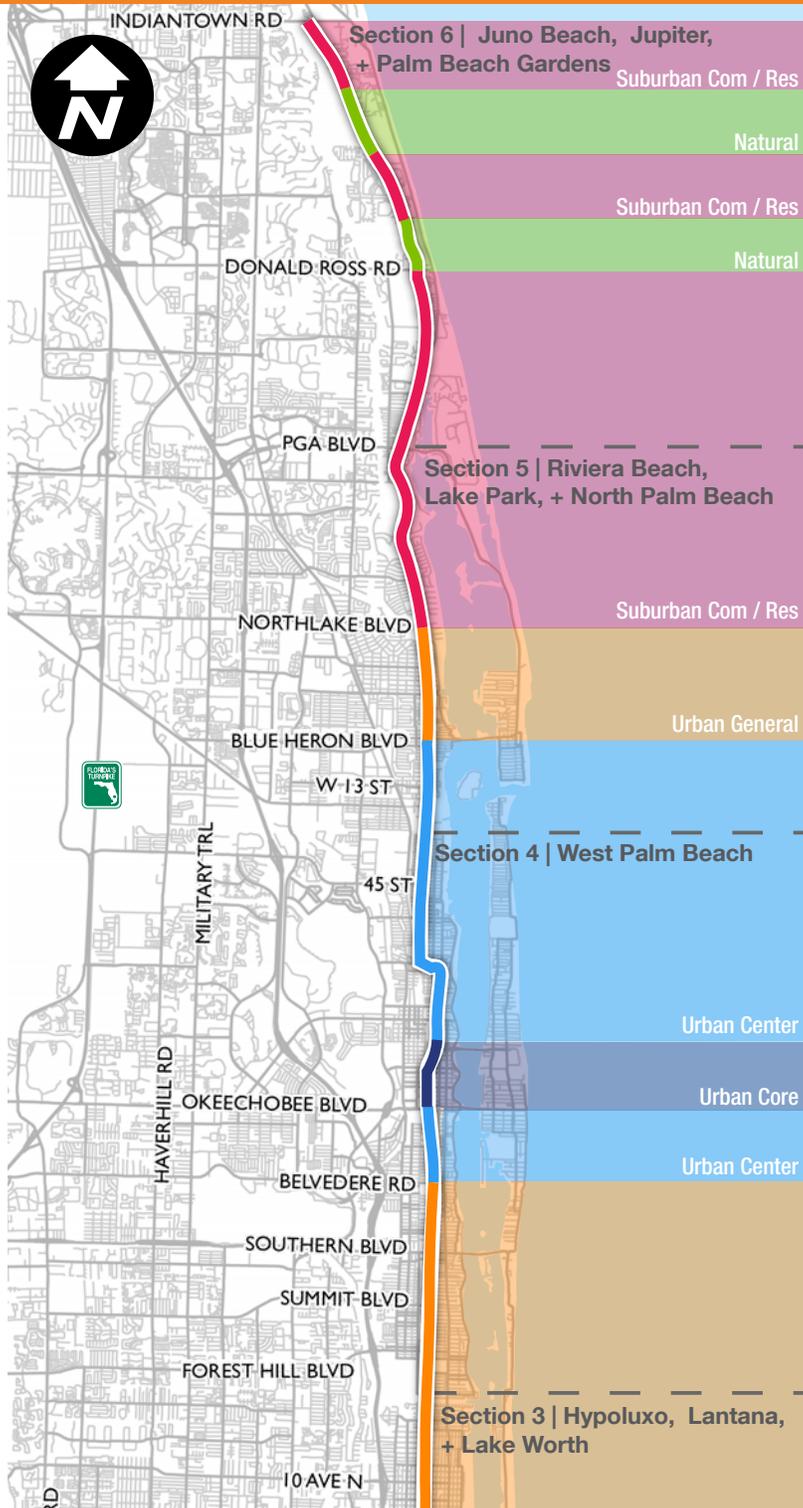


In support of FDOT’s context classification guidance, the Palm Beach TPA developed a Complete Streets Design Guidelines to provide guidance to local practitioners on how to plan and design Complete Streets elements into all types of transportation and land development projects. The guide connects with FDOT’s Complete Streets Initiative, which includes the Context Classification Guide. The TPA’s context classification is flexible to incorporate the identified context classification for the corridor and will help ensure consistency and connectivity between state and local roads. The Complete Streets Design Guidelines includes pedestrian realm/streetside design guidance.

[www.palmbeachtpa.org/CompleteStreets](http://www.palmbeachtpa.org/CompleteStreets)

# US-1 Corridor Context Classification





# Transit Assessment Methodology

Alignments were developed for different aspects of the proposed US-1 premium transit service, designated the **Palm Tran Express (PTX)**, for the purposes of the US-1 Multimodal Corridor Study. The PTX service is envisioned to run in mixed-traffic and supplement the existing Route 1 with modified headways and is planned to operate in place of the current limited stop service, The Bolt. The Bolt currently serves 12 stop pairs with three runs during each of the weekday peak travel periods.

The travel market for the PTX service is expected to attract both reliant and choice transit riders with more efficient and reliable travel times due to focus on the high demand US-1 corridor location (which is not currently served by Tri-Rail) and transit priority operating conditions proposed in cooperation with Palm Tran and FDOT. This new branded service is planned to include additional rider amenities (such as on-board WiFi, real time tracking, etc.) that will further attract ridership.

For the purposes of estimating service demand, this planning level alternatives analysis included:

- **Station Locations**
- **Route Alignments:** Connections between stations
- **Service Plans:** Frequency, span of service, time of day, days of week, adjustments to local service
- **Operating Segment** – alignment sub-segment(s) that benefit the most from premium transit

The alternatives screening took a three-tiered approach, each with a more detailed analysis. The analysis tiers are summarized in the table below and explained in more detail in the subsequent appendices.

Transit Analysis Tier Matrix			
	TIER 0	TIER 1	TIER 2
<b>Stations</b>	Identify preliminary station locations based on: major cross streets, major transfers, high ridership locations, existing The Bolt stations, and proximity to existing/ proposed rail stations and major destinations	Refine station locations based on: underutilized/ vacant properties, area access, stakeholder input, stop spacing (1/4 – 1 mile), and agency input related to destination access and operating conditions	Refine station location based on pedestrian and bicycle accessibility to concentrations of employment and 0-car households
<b>Alignments</b>	Identify potential connections between station locations and existing transfer nodes based on current ridership levels, surveyed origin-destination pairs, and US-1 corridor trip generators	Route-level ridership of alternative alignments	
<b>Operating Plan</b>		Test alignments with 8-hour service, existing Bolt headways, revised travel time including additional stations	Model different headways and service hours; select preferred operating plan based on route-level ridership and operating cost
<b>Operating Segment</b>			Review stop level ridership to determine most productive combination of local and premium segments

# Station Locations

Based on the Federal Transit Authority's (FTA)<sup>29</sup> spacing characteristics' for BRT, the studt team identified stop pairs along the US-1 corridor with the goal of a stop every mile to one and a half miles. Stops were located on the far side of the intersection to improve operating conditions.

Preliminary station locations were identified based on the following criteria:

- Major cross streets
- Major bus transfer locations
- Existing Route 1 stops with more than 60 boardings per day in a single direction
- Existing stops for The Bolt service
- Connections to rail including the existing Tri-Rail, Brightline, and the proposed Tri-Rail Coastal Link
- Proximity/connection to major destinations (e.g. beaches, colleges, universities, medical centers, and major employers)

Locations were refined based on additional information received including improved proximity and station spacing related to destination access, walking and waiting conditions, proximity to near term redevelopment and a proposed relocation of transfer activity in West Palm Beach.

Based on the input received, all proposed station locations were located within the study corridor, except where Route 1 deviates to serve the West Palm Beach Intermodal Transfer Center and The Gardens Mall and where an additional route deviation was proposed to serve the Bethesda Hospital East (at 26<sup>th</sup> Ave & South Seacrest Blvd), a major employer and health care provider adjacent to the study corridor.

## Proposed PTX Station Locations



<sup>29</sup> Federal Transit Administration (FTA), "Planning for Transit-Supportive Development: A Practitioner's Guide," 2014.

# Station Typologies

## Typical Site Conditions

Throughout the US-1 corridor there are four (4) typical site conditions for station areas:

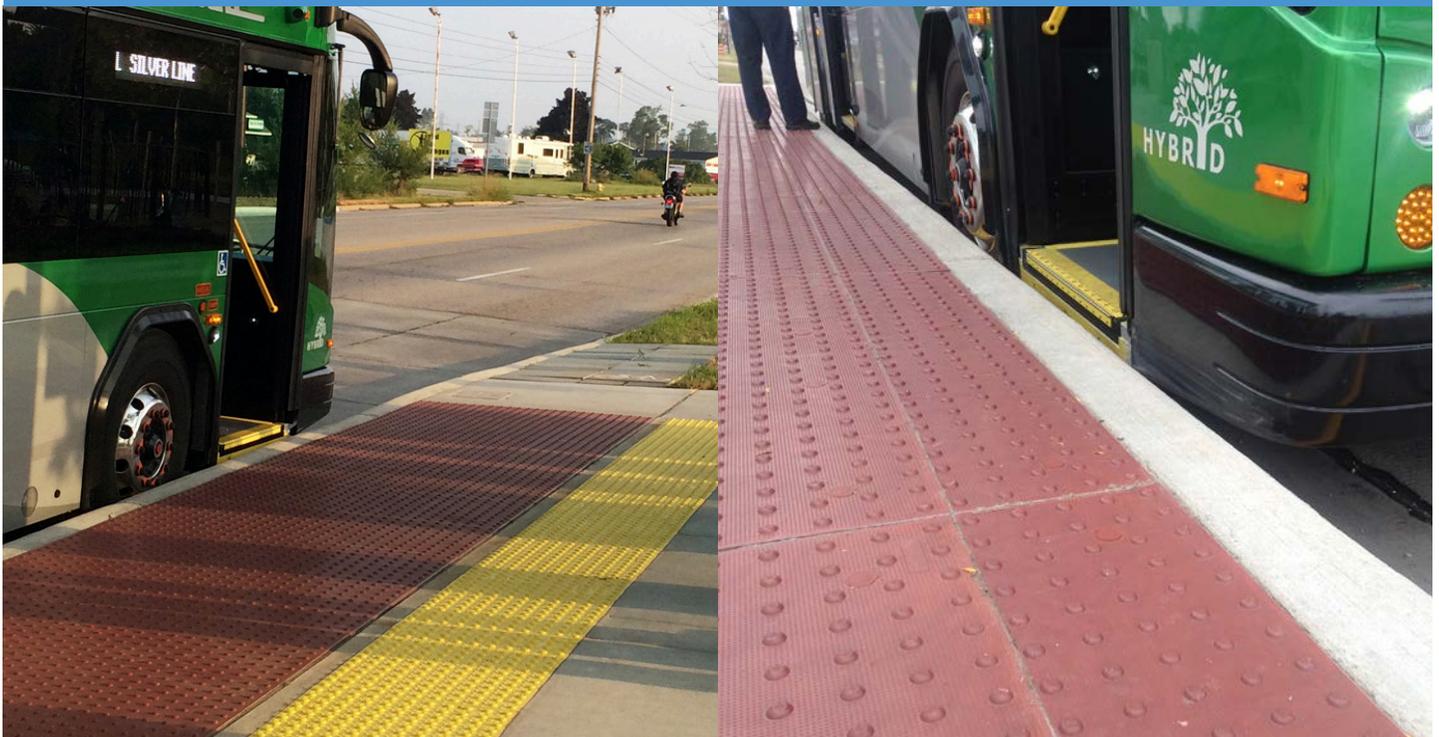
- **Urban Section (curb/gutter)** - 10' and 12' wide PTX stations *completely* within the existing US-1 ROW
- **Urban Section (curb/gutter)** - 10' wide PTX stations *partially* within Right-of-Way, Partially on Requiring an Easement
- **Rural Section (no curb/gutter)** - 12' wide PTX station *completely* within Right-of-Way
- **Internal Stations** - PTX stations internal to a given public or private property (i.e. West Palm Beach "Tent Site," Transfer Center at The Gardens Mall, Harbourside Place, etc.)

The distribution of these station types are shown in the table below, organized by each proposed PTX alignment.

## Station Area Types

There are also two types of bicycle lane configurations along the US-1 corridor - a separated and protected facility and a buffered bicycle lane. The typical site conditions were aligned with the bicycle configurations and a series of typical station typologies were generated specifically for all station locations for the PTX transit service.

Silver Line - Grand Rapids, MI



## NORTHBOUND AND SOUTHBOUND PTX STATION TYPES

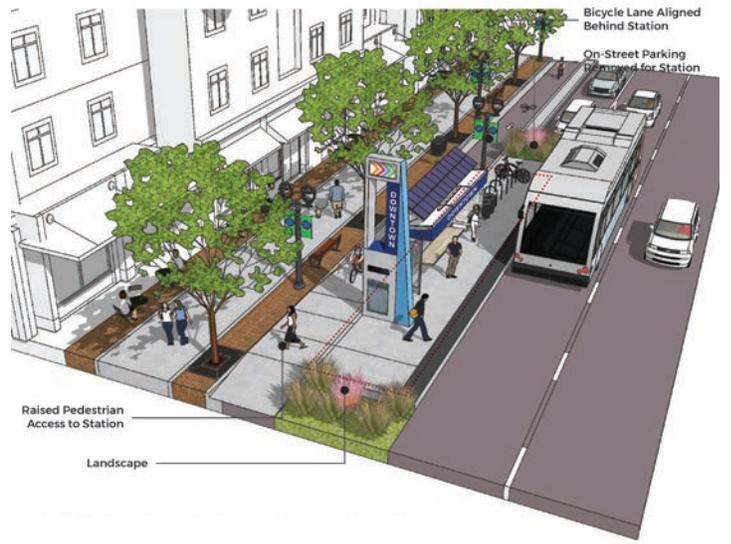
	10' WIDE STATIONS	10' WIDE STATION REQUIRING EASEMENTS	12' WIDE STATIONS	INTERNAL STATIONS	TOTAL STATION PAIRS
<b>PTX YELLOW ALIGNMENT</b>	21	8	7	2	38
<b>PTX BLUE ALIGNMENT</b>	2	3	17	2	24
<b>PTX GREEN ALIGNMENT</b>	8	0	12	2	22
<b>TOTAL</b>	<b>31</b>	<b>11</b>	<b>26</b>	<b>6</b>	<b>84</b>

## Typical PTX Station Area

### Urban Section with Buffered Bicycle Lane



### Urban Section with Separated Bicycle Lane



### Urban Section with Requiring Easement



### Rural Section with Separated Bicycle Lane



# Operating Segment Plans

The Study Team identified the minimum operating segment (MOS) to determine the portion of the study corridor that would most benefit from premium transit relative to the operating cost of providing service over various distances. Based on a review of existing Route 1 ridership, origin, and destination information, the MOS from Boynton Beach to Riviera Beach would benefit the most from premium transit.

Three operating segments were created to serve the US-1 corridor:

**Yellow Line** – Boynton Beach to Riviera Beach (no mid-route layover)

**Blue Line** – Boca Raton to Riviera Beach with a mid-route layover in Boynton Beach

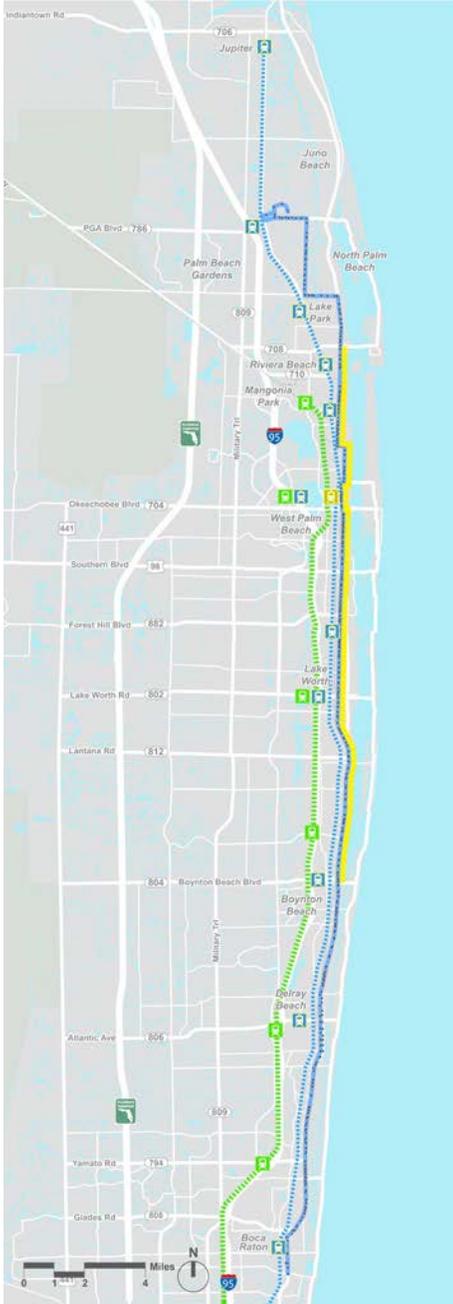
**Green Line** – Boynton Beach to Jupiter with a mid-route layover in Riviera Beach

A series of alternatives were created by combining these operating segments with different service plans. In each alternative, the current local Route 1 service continues between Boca Raton and The Gardens Mall.

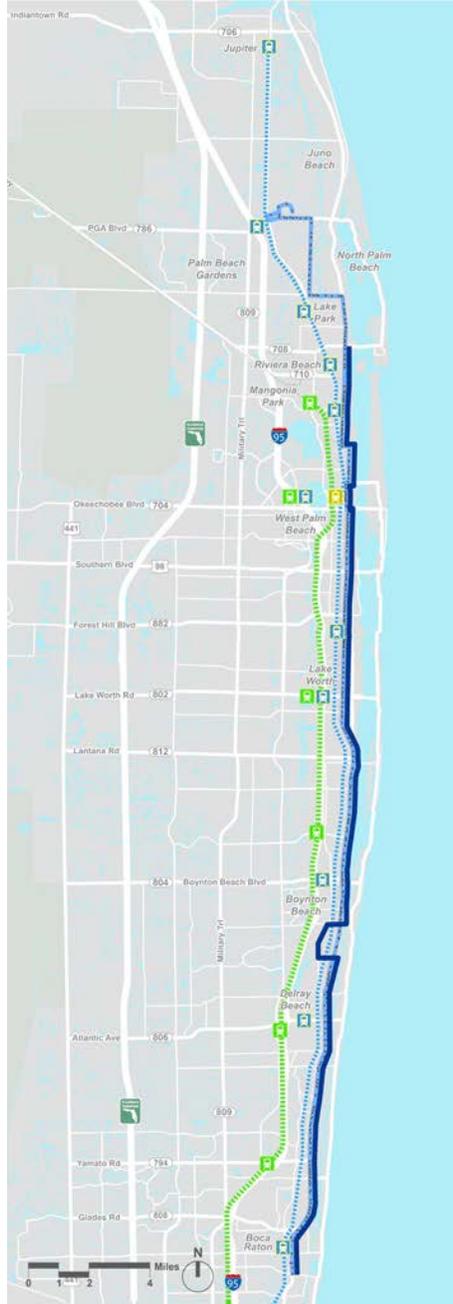
The Study Team explored **increasing the Route 1 headway from 20-minutes to 30-minutes** to provide a budgetary portion of the service hours/operating cost to operate the proposed PTX service.

The following pages should the overall alignments, and some alternatives generated for each alignment.

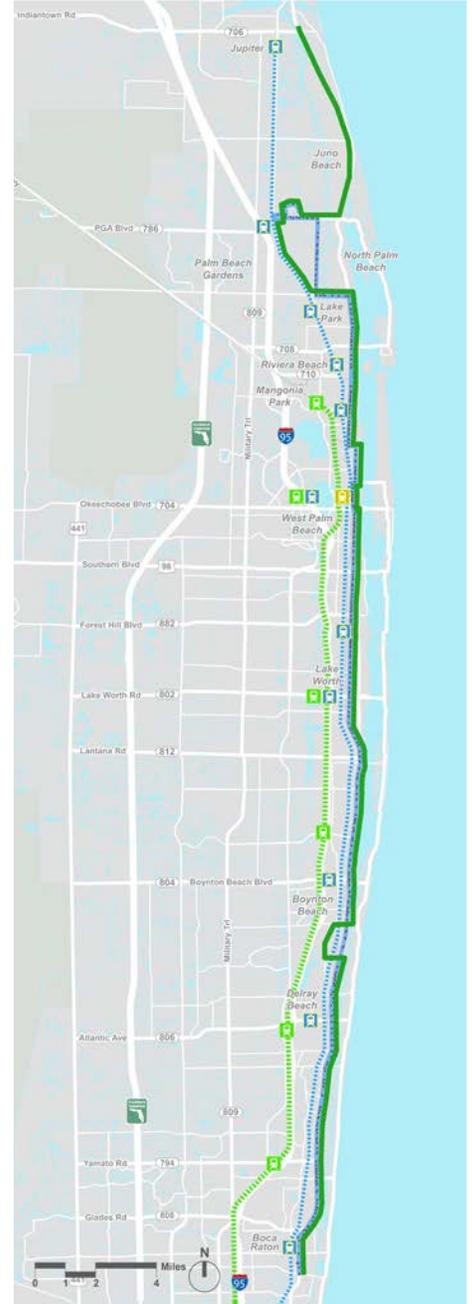
# Proposed PTX Operating Segments



**PTX YELLOW LINE**



**PTX BLUE LINE**



**PTX GREEN LINE**

## CONCEPTUAL PTX ALIGNMENTS

	EXISTING		PTX YELLOW (ALT 1)		PTX YELLOW (ALT 2)		PTX YELLOW (ALT 3)	
	ROUTE 1	THE BOLT	ROUTE 1	"PTX"	ROUTE 1	"PTX"	ROUTE 1	"PTX"

## ROUTE ASSUMPTIONS

ALIGNMENT	Boca Raton to Gardens Mall	Boca Raton to WPB ITC	-	Boynton Beach to Riviera Beach <sup>A</sup>	-	Boynton Beach to Riviera Beach <sup>A</sup>	-	Boynton Beach to Riviera Beach <sup>A</sup>
<b>ROUTE LENGTH</b>	42 mi	28 mi	-	19 mi <sup>B</sup>	-	19 mi <sup>B</sup>	-	19 mi <sup>B</sup>
<b>STOP PAIRS</b>	172 stops	12 stops	-	19 stops <sup>C</sup>	-	19 stops <sup>C</sup>	-	19 stops <sup>C</sup>
<b>HEADWAY</b>	20 min	20 min	30 min <sup>D</sup>	20 min <sup>E</sup>	30 min <sup>D</sup>	10 min <sup>F</sup>	30 min <sup>D</sup>	20 min <sup>E</sup>
<b>SPAN OF SERVICE (AM/PM/ NIGHT)</b>	17 hrs	2 hrs (1/1/0)	-	9 hrs (4/4/1) <sub>G</sub>	-	9 hrs (4/4/1) <sup>G</sup>	-	17 hrs <sup>H</sup>

## SERVICE OUTCOMES

<b>DAILY BOARDINGS</b>	7,560	+ 111 Riders per Day	+ 304 Riders per Day	+ 505 Riders per Day
<b>ANNUAL BOARDINGS</b>	1,922,272	+ 26,162 Riders per Year	+ 75,184 Riders per Year	+ 126,238 Riders per Year

## SUMMARY OF CHANGES

<sup>A</sup>New Premium Transit Route Alignment

<sup>B</sup>Lower Premium Transit Route Length

<sup>C</sup>Additional Premium Transit Stop Pairs

<sup>D</sup>Reduced Headways on Route 1

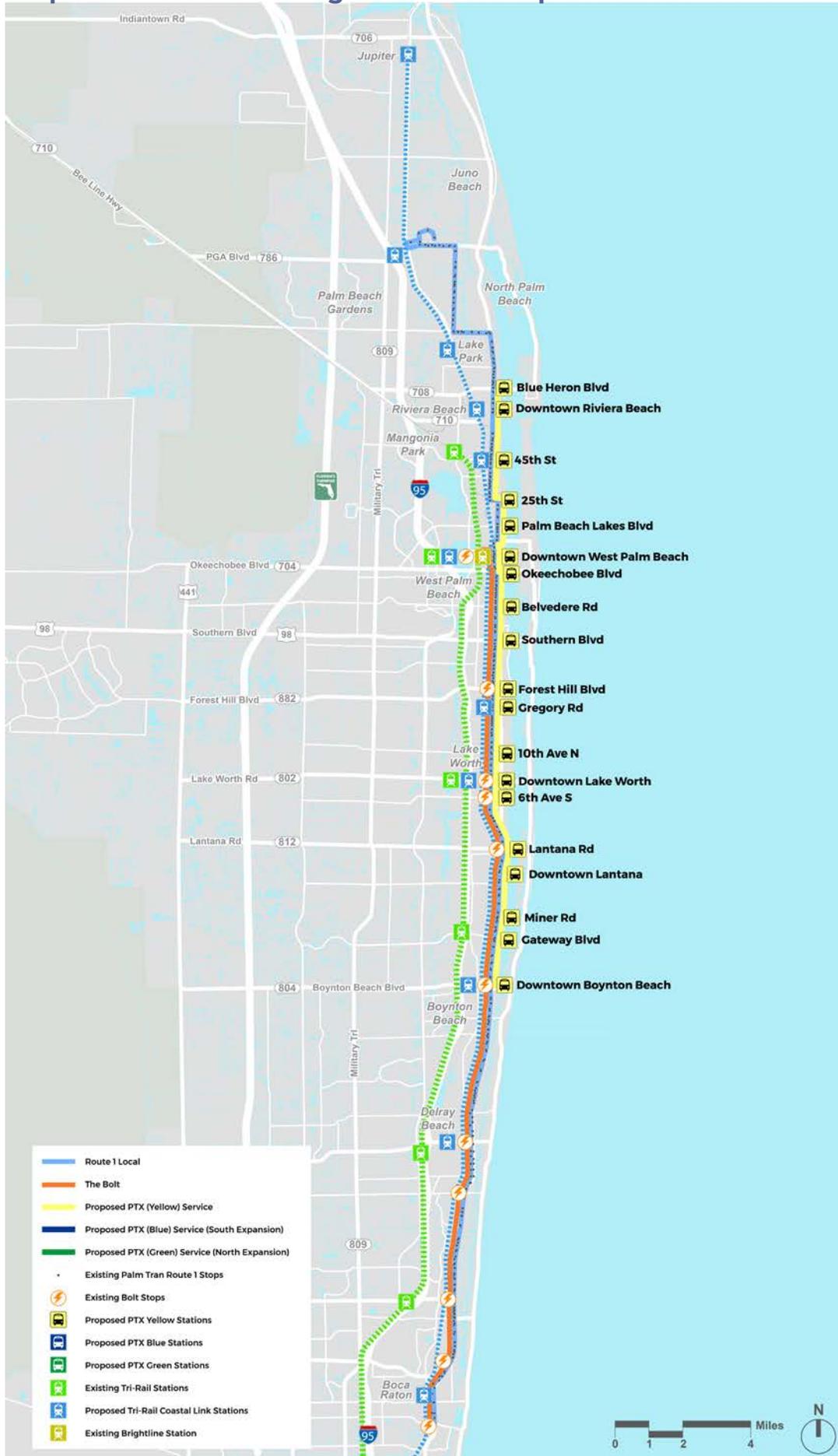
<sup>E</sup>Same Headway on Premium Transit

<sup>F</sup>More Frequent Headway on Premium Transit

<sup>G</sup>7-hour increase to Span of Service

<sup>H</sup>15-hour increase to Span of Service

# Proposed PTX Yellow Segment with Stop Locations



## PTX ALIGNMENTS

	EXISTING		PTX BLUE (ALT 1)		PTX BLUE (ALT 2)		PTX GREEN	
	ROUTE 1	THE BOLT	ROUTE 1	"PTX"	ROUTE 1	"PTX"	ROUTE 1	"PTX"

## ROUTE ASSUMPTIONS

ALIGNMENT	Boca Raton to Gardens Mall	Boca Raton to WPB ITC	-	Boca Raton to Riviera Beach <sup>A</sup>	-	Boca Raton to Riviera Beach <sup>A</sup>	-	Boca Raton to Jupiter <sup>A</sup>
<b>ROUTE LENGTH</b>	42 mi	28 mi	-	33 mi <sup>B</sup>	-	33 mi <sup>B</sup>	-	42 mi <sup>B</sup>
<b>STOP PAIRS</b>	172 stops	12 stops	-	30 stops <sup>C</sup>	-	30 stops <sup>C</sup>	-	42 stops <sup>C</sup>
<b>HEADWAY</b>	20 min	20 min	30 min <sup>D</sup>	20 min <sup>E</sup>	30 min <sup>D</sup>	20 min <sup>E</sup>	30 min <sup>D</sup>	20 min <sup>E</sup>
<b>SPAN OF SERVICE (AM/PM/ NIGHT)</b>	17 hrs	2 hrs (1/1/0)	-	9 hrs (4/4/1) <sup>E</sup>	-	13 hrs <sup>F</sup>	-	9 hrs (4/4/1) <sup>E</sup>

## SERVICE OUTCOMES

<b>DAILY BOARDINGS</b>	7,560	+ 559 Riders per Day	+ 807 Riders per Day	+ 1,205 Riders per Day
<b>ANNUAL BOARDINGS</b>	1,922,272	+ 140,501 Riders per Year	+ 202,946 Riders per Year	+ 304,038 Riders per Year

## SUMMARY OF CHANGES

<sup>A</sup>New Premium Transit Route Alignment

<sup>B</sup>Increased Premium Transit Route Length

<sup>C</sup>Additional Premium Transit Stop Pairs

<sup>D</sup>Reduced Headways on Route 1

<sup>E</sup>Same Headway on Premium Transit, 10-Minute Headways on PTX Yellow Alignment

<sup>F</sup>7-hour increase to Span of Service

<sup>F</sup>11-hour increase to Span of Service

# Proposed PTX Blue and PTX Green Segments with Stop Locations



# Transit Case Study Examples

## ORANGE LINE LA METRO LOS ANGELES, CA

The Orange Line is a Bus Rapid Transit route built and operated by the Los Angeles County Metropolitan Transportation Authority (Metro). The Orange Line began operating in 2005 in the San Fernando Valley of Los Angeles. In the planning phase, Metro projected 5,000 to 7,500 average weekday boardings in the first year of operation, growing to 22,000 average daily boardings by the year 2020. Within seven month of opening, the Orange Line met its 2020 goal of 22,000 average daily boardings. Ridership continued to increase to 28,000 average daily boardings in 2008 and has remained steady ever since.

In addition to the Orange Line specific ridership achievements, the entire east-west corridor between Canoga Avenue and Tujunga Avenue has showed growth in ridership following the opening of the Orange Line. According to a 2011 project evaluation by the Federal Transit Administration, prior to construction of the Orange Line, the corridor averaged 41,580 daily boardings. Two years after opening, the corridor was transporting 62,597 average daily boardings, an increase of 51%.

In 2012, a northern extension to the Orange Line was opened serving Chatsworth Station, an Amtrak intercity rail and Metrolink commuter rail station. The current system now covers 18-miles and has 18 stations, with every station connecting to perpendicularly-oriented local bus service. Eight of the stations provide Park & Ride lots, all the stations have bicycle lockers, and all the stations provide direct pedestrian access to surrounding neighborhood businesses and households.

### KEY FEATURES

#### ROUTE/OPERATIONS

- 18-Mile Route in Dedicated Right-of-Way
- 15-Minute Headways
- Full Corridor Runtime: 42-minutes (20.7mph)
- 39% Faster** than Local Bus
- Only 16% Slower** than Personal Car

#### STATIONS

- Stations every 1-Mile
- Designed and Branded Stations
- Off-Board Ticketing, Proof-of-Payment

#### MULTIMODAL CONNECTIONS

- Park & Rides, Commuter Rail, Heavy Rail, etc.
- Perpendicular Feeder Routes at Every Station
- Parallel Running Bicycle/Pedestrian Path*



Photo: Mariana Gill/EMBRAQ Brasil

# VELOCIRFTA

## RFTA ASPEN-GLENWOOD SPRINGS, CO

VelociRFTA is a unique, rural Bus Rapid Transit system in Pitkin County, Colorado. It is built and operated by the Roaring Fork Transportation Authority (RFTA) which provides transit services along the US-82 Highway Corridor between Aspen and Glenwood Springs. The VelociRFTA line runs from the West Glenwood Park & Ride off Interstate 70 to the Rubey Park Transit Center in Downtown Aspen.

While the alignment mostly utilizes rural roadways with few traffic concerns, 18 miles of HOV lanes were established along US-82 for use by RFTA vehicles to maintain on-time performance during peak ski season, when roads have the potential to become congested. In addition, *traffic signal priority* was added at select intersections prone to delays.

The operations of VelociRFTA are funded by a 4/10<sup>th</sup> cent regional sales tax approved by referendum in 2008. The design was completed and construction commenced in 2012 funded through a Federal Transit Administration Very Small Starts grant. The total cost of the project was \$46.2 million, opening to the public on September 3, 2013.

In the first year following the line's opening, RFTA saw an increase of 16% in system-wide ridership adding an additional 650,000 annual trips. In 2016, the system-total ridership increased an additional 5% reaching 5.1 million trips. Much of the

success of the system is credited to multimodal access. Stations were placed and designed to accommodate access to the paralleling Rio Grande Trail which is also owned and maintained by RFTA. Additionally, Park & Rides, real-time information, heated and sheltered waiting areas, and clear signage makes the VelociRFTA an attractive alternative to local car owners.

### KEY FEATURES

#### ROUTE/OPERATIONS

43-Mile Route in Peak Direction HOV Lanes  
15-Minute Headways  
Full Corridor Runtime: 80-minutes (32.5 mph)

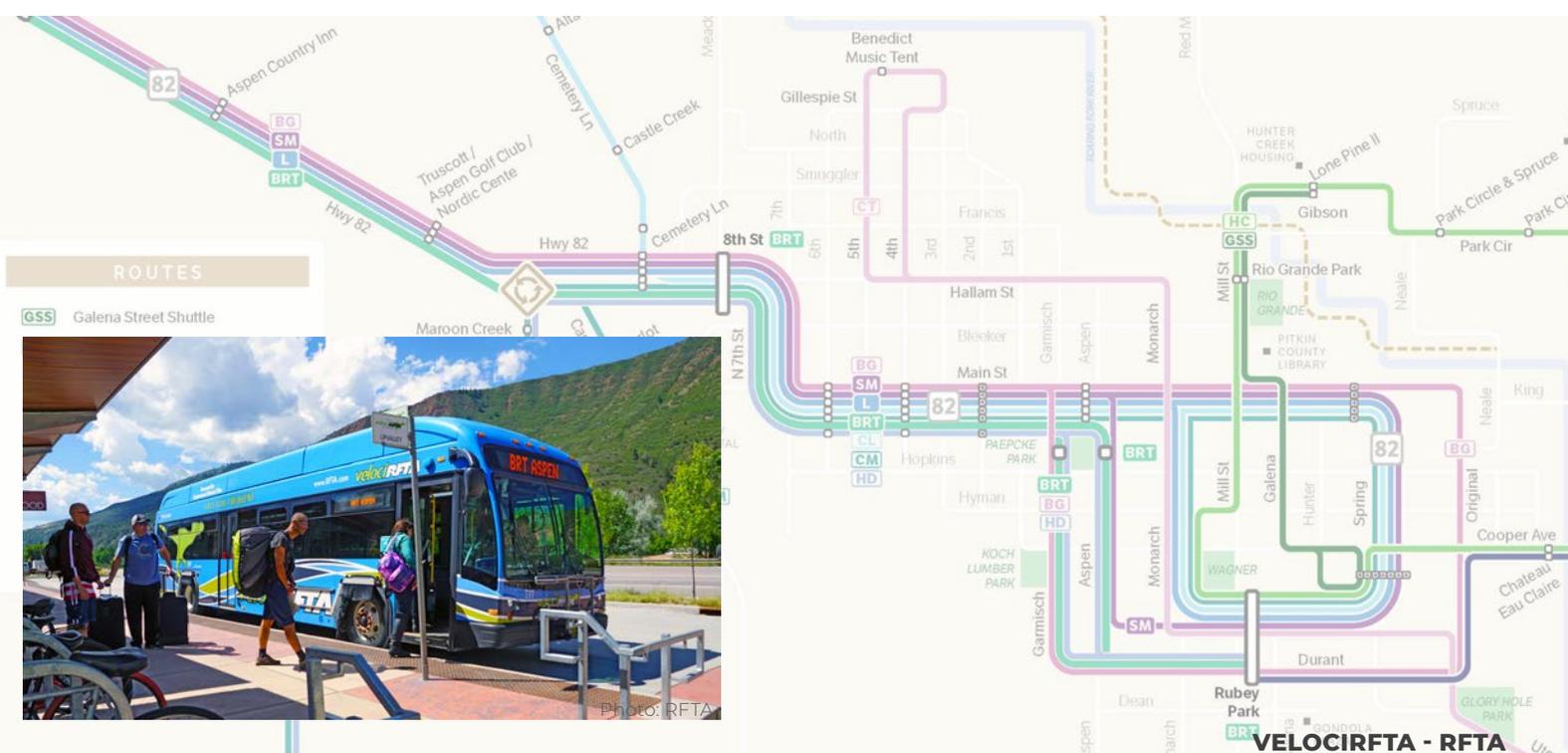
**33% Faster** than Local Bus  
**33% Slower** than Personal Car

#### STATIONS

Stations every 2.25 Miles  
Designed and Branded Stations  
Off-Board Ticketing, Proof-of-Payment  
Low-Floor Platforms (Local Service Routes)

#### MULTIMODAL CONNECTIONS

Park & Rides, Ski Lifts, Amtrak, etc.  
**Parallel Running Bicycle/Pedestrian Path**



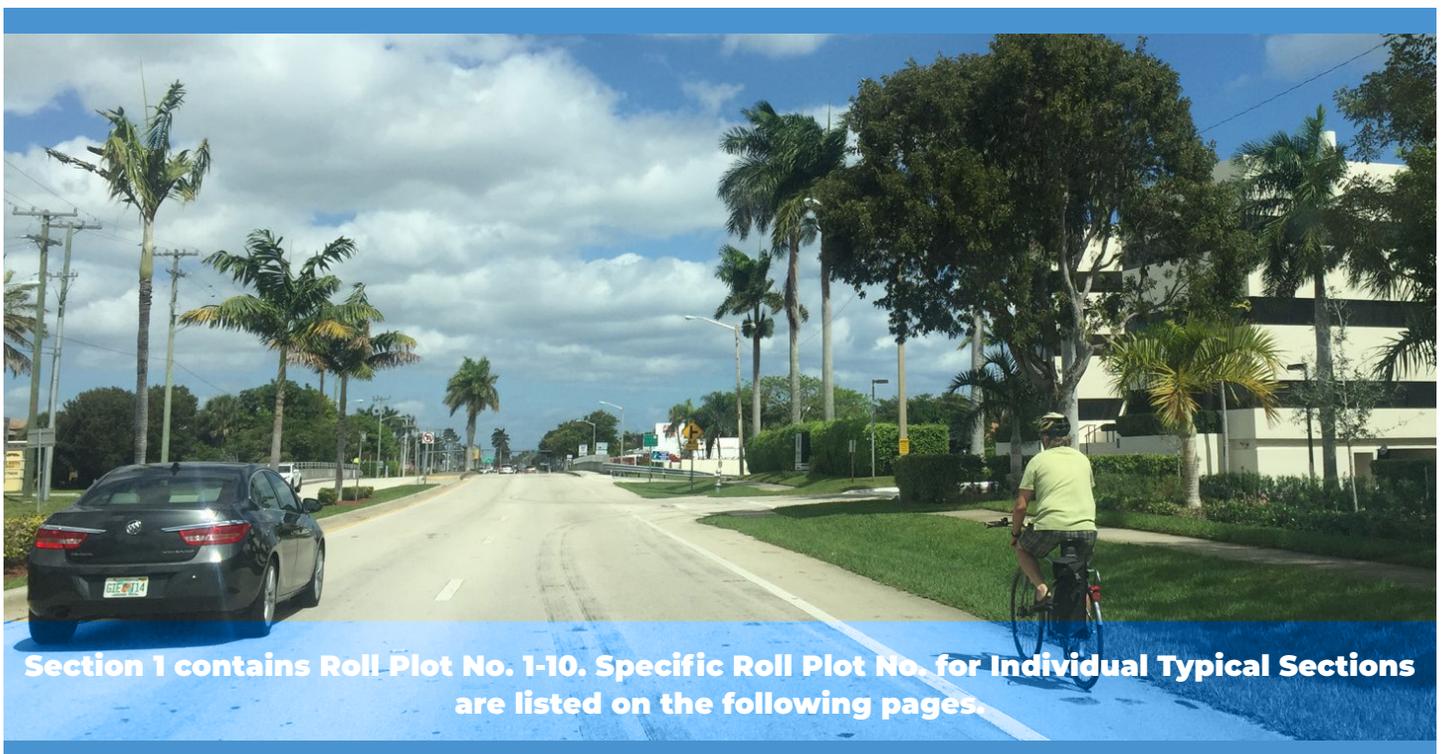
# Section 1: Boca Raton

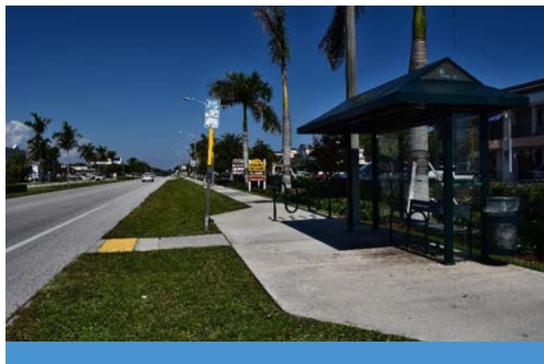
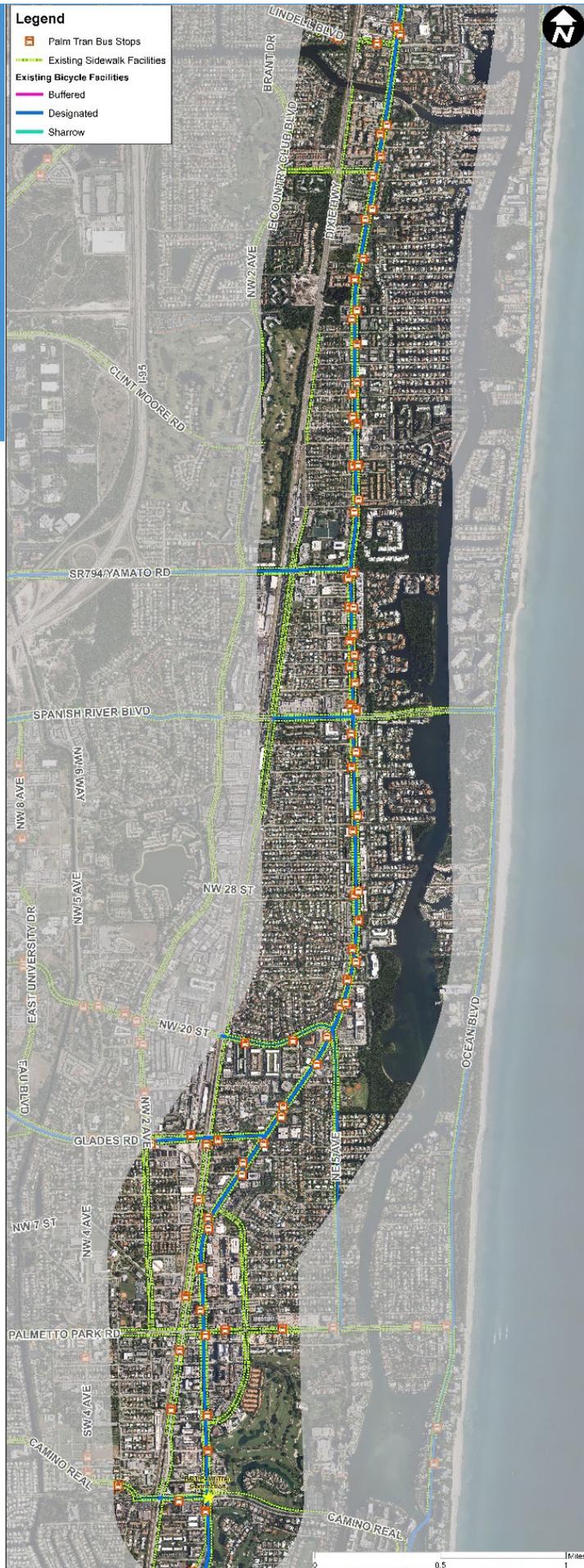
## Existing Conditions

- Continuous sidewalk/bicycle facilities
- Transitions from 6-lane to 4-lane
- US-1 bridge across the canal at the Boca Raton/Delray Beach city limits has no bicycle lanes

## HIA FAST FACTS

- Boca Raton Population within Corridor: 63,450
- 13% are diagnosed with diabetes
- 27% are diagnosed with obesity
- 8% are diagnosed with asthma





# CITY OF BOCA RATON

## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### SPANISH RIVER BLVD

- Town Center redevelopment with new, pedestrian-scaled streets, street-fronting buildings, and a mix of land uses including higher density residential
- Green/Park space as focus of redevelopment, green space should also function for stormwater management

### GLADES RD

- Realign intersection for pedestrian safety
- Celebrate adjacent historic neighborhood
- A mix of land uses including higher density residential with new street-fronting buildings

### DOWNTOWN BOCA

- A mix of land uses including higher density residential with street-fronting buildings
- Green/Park space as focus of redevelopment, green space should also function for stormwater management
- Connect to future rail with pedestrian bridge over railroad and Dixie Hwy

### CAMINO REAL HUB

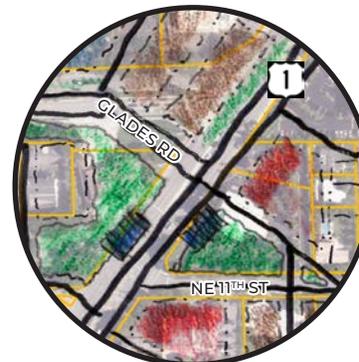
- Convert surface parking area to parking garage and new park space - parking to serve the City needs and a Southern Hub for PTX.
- Street-fronting, mixed-use new buildings
- Pedestrian connection to Boca Raton Train Station along Dixie Highway
- Focus on intersection crossing improvements

### LEGEND

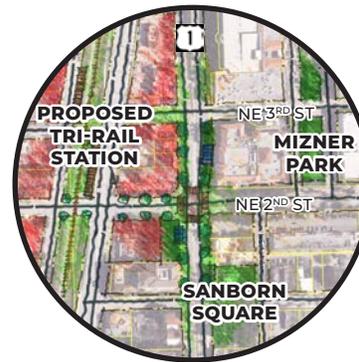
	New Street		New Park Space
	Pedestrian Connection		New Mixed-Use
	Proposed PTX Location		New Residential
			New Parking Garage



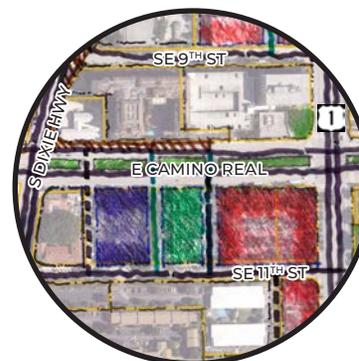
SPANISH RIVER BLVD



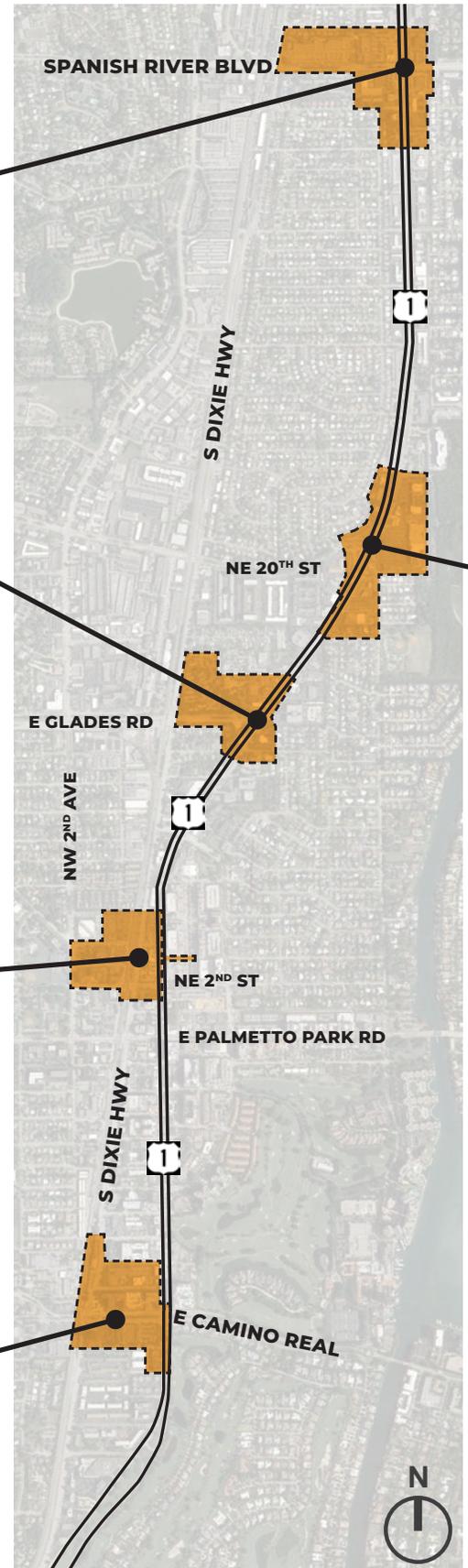
GLADES RD

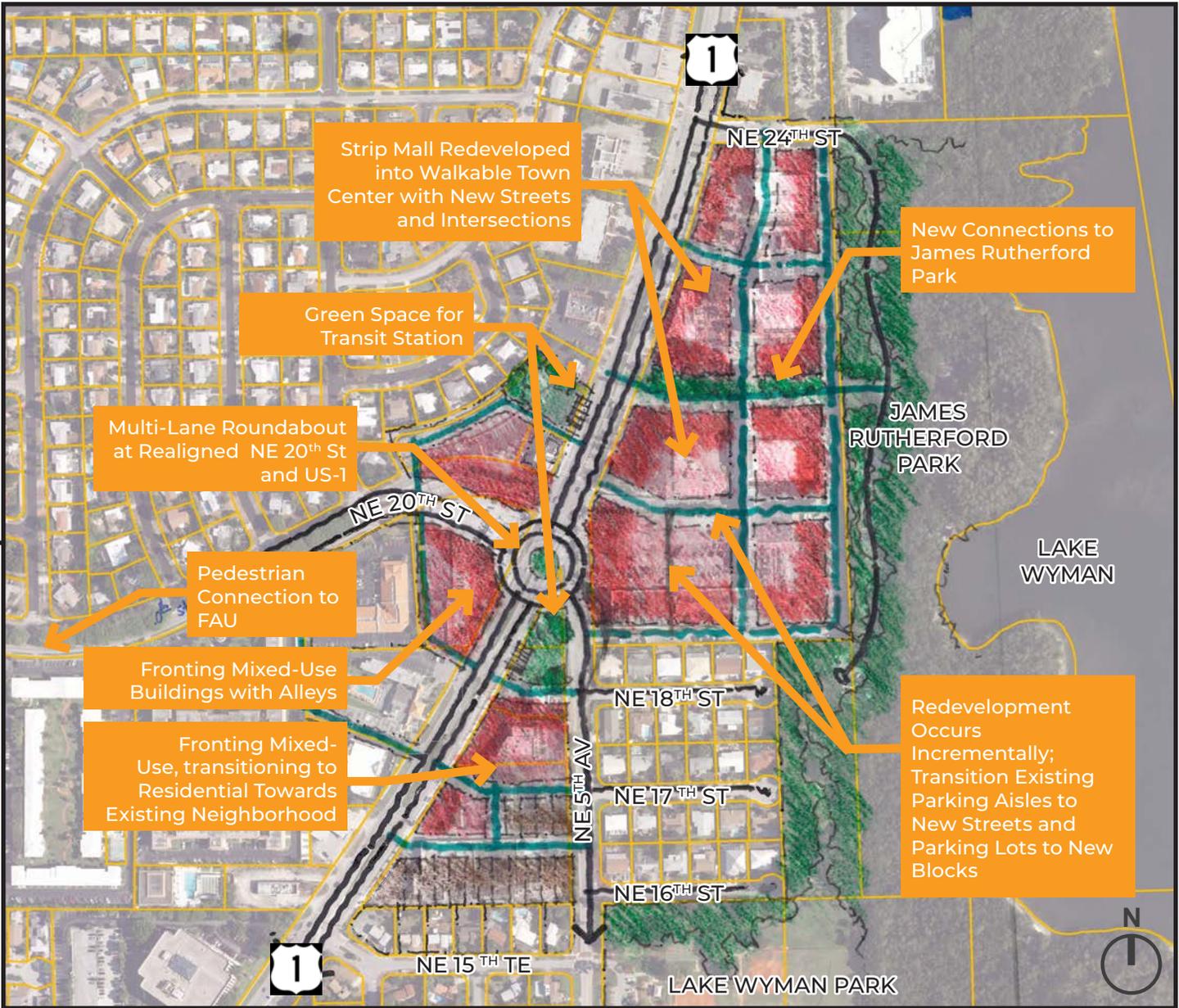


DOWNTOWN BOCA



CAMINO REAL HUB





**NE 20<sup>TH</sup> STREET (FLORIDA ATLANTIC UNIVERSITY)**

# Camino Real to SE Mizner Boulevard

Roll Plot No. 1

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C5-Urban Center

**Existing Speed Limit:** 35 mph

**Length:** 0.3 miles

**Projected 2040 Max Peak Hour Traffic**

**Volume:** 1,400 vehicles per hour per direction (vphpd)

**Proposed Recommendations:** Partial reconstruction and lane repurposing from 6L to 4L; add on-street parking and separated bicycle lanes

**Ongoing Efforts:** The City of Boca Raton has expressed a preference for an alternate mobility strategy of converting US-1 and Dixie Highway through Downtown Boca Raton to a one-way pair concept from SW 18<sup>th</sup> Street/Royal Palm Way to NE 8<sup>th</sup> Street/NE Mizner Boulevard. Implementation would require conversion of the existing US-1 right-of-way into the northbound lanes of the one-way pair concept while using the County's Dixie Highway right-of-way for the southbound lanes.

# SE Mizner Boulevard to NE Mizner Boulevard

Roll Plot No. 1-2

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C5-Urban Center

**Existing Speed Limit:** 35 mph

**Length:** 0.9 miles

**Proposed Recommendations:** Partial reconstruction (inside widening); add buffered bicycle lanes

**Ongoing Efforts:** The City of Boca Raton has expressed a preference for an alternate mobility strategy of converting US-1 and Dixie Highway through Downtown Boca Raton to a one-way pair concept from SW 18<sup>th</sup> Street/Royal Palm Way to NE 8<sup>th</sup> Street/NE Mizner Boulevard. Implementation would require conversion of the existing US-1 right-of-way into the northbound lanes of the one-way pair concept while using the County's Dixie Highway right-of-way for the southbound lanes.

# NE Mizner Boulevard to Glades Road

Roll Plot No. 2-3

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C5-Urban Center

**Existing Speed Limit:** 35 mph

**Length:** 0.4 mile

**Projected 2040 Max Peak Hour Traffic**

**Volume:** 1,500 vphpd

**Proposed Recommendations:** Partial reconstruction and lane repurposing from 6L to 4L; add separated bicycle lanes and furnishing zones with street trees

# Glades Road to Lindell Boulevard

Roll Plot No. 3-10

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C3-Suburban & C4-Urban General

**Existing Speed Limit:** 45 mph

**Length:** 4.6 miles

**Proposed Recommendations:** Full reconstruction with two-way separated bicycle lanes on both sides and furnishing zones with street trees

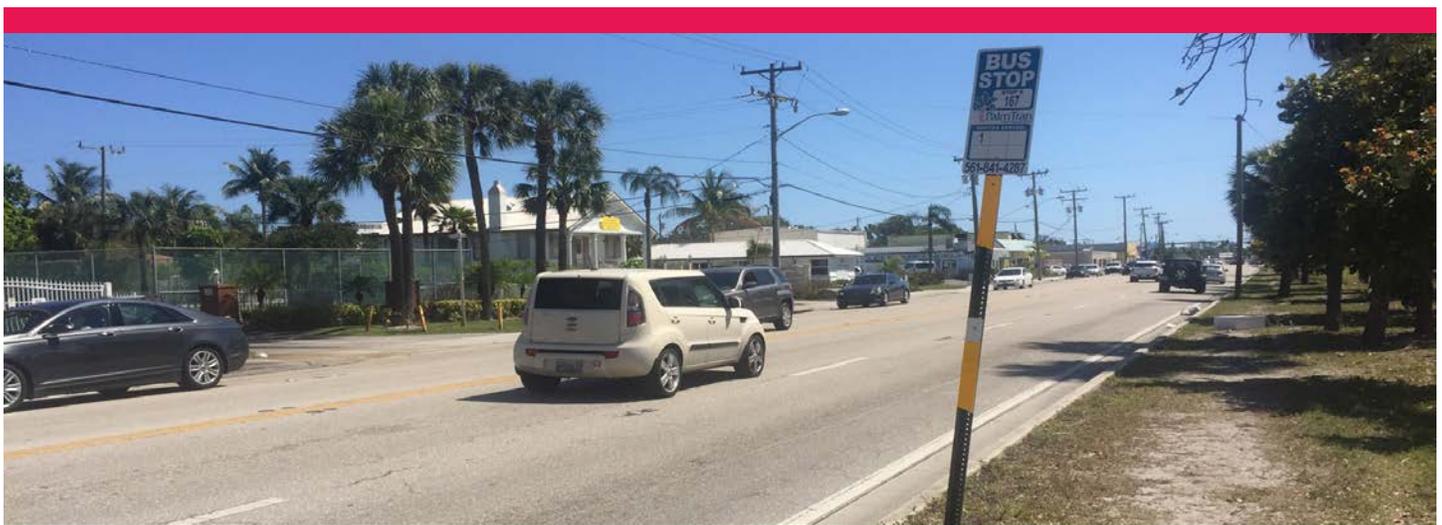
# Section 2: Delray Beach, Boynton Beach and Gulf Stream

## Existing Conditions

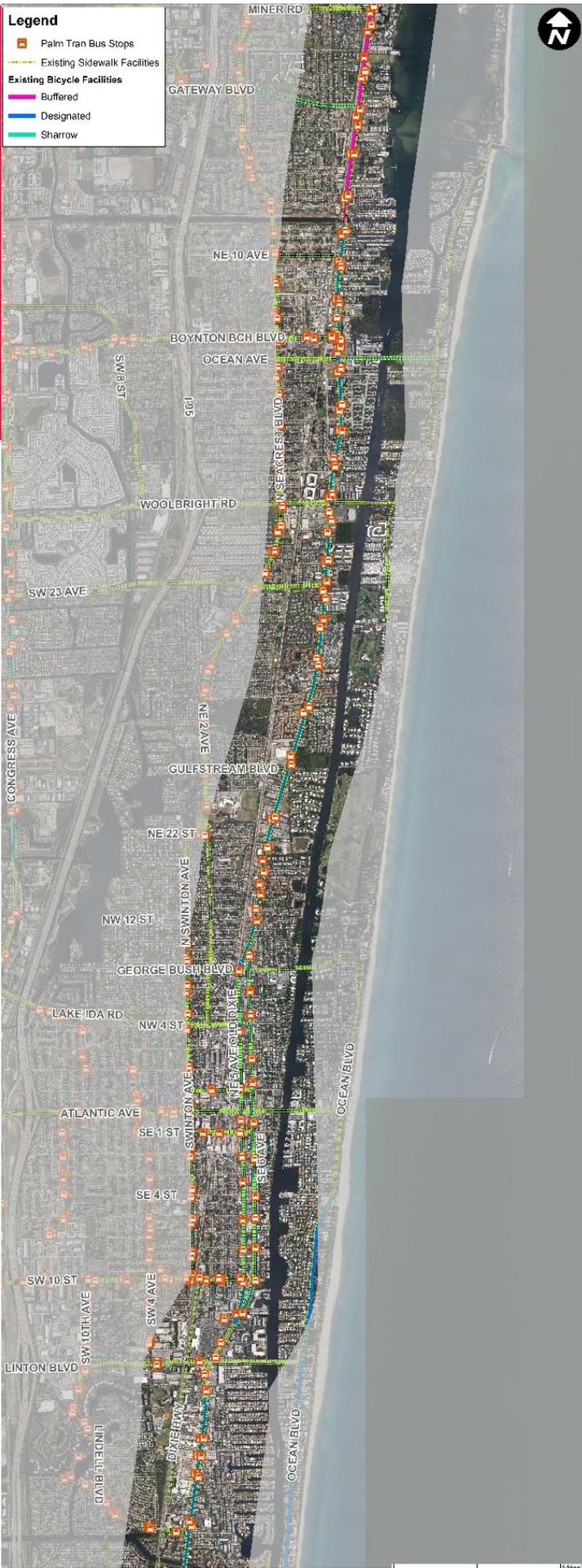
- Four-lane divided corridor with a one-way pair through Downtown Delray Beach
- Buffered bicycle lanes from north of the Stanley Weaver Canal bridge to Gateway Boulevard
- On-street parking in some places, but it is not consistent
- Bicycle facility gap from Tropic Boulevard to Harbourside Drive
- Sidewalk gap on the west side from George Bush Boulevard to Old Dixie Highway and NE 15<sup>th</sup> Avenue to Pine Street

## HIA FAST FACTS

- Boynton Beach Population: 34,400 Residents
- 18% is in poverty
- 46% have high hypertension
- High percentage of racial and ethnic minorities
- High percentage of residents over 65 years of age
- Relatively high percentage of people with disabilities.



**Section 2 contains Roll Plot No. 10-25. Specific Roll Plot No. for Individual Typical Sections are listed on the following pages.**



# CITY OF DELRAY BEACH

## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### DOWNTOWN DELRAY

- New PTX stations located within US-1 ROW on each direction
- Convert existing parking lot into “pocket park” to facilitate connections between stations and context-sensitive design for Downtown Delray Beach
- Green space should also function for stormwater management
- Examine potential for mid-block crossings at PTX station locations

### LINTON BLVD

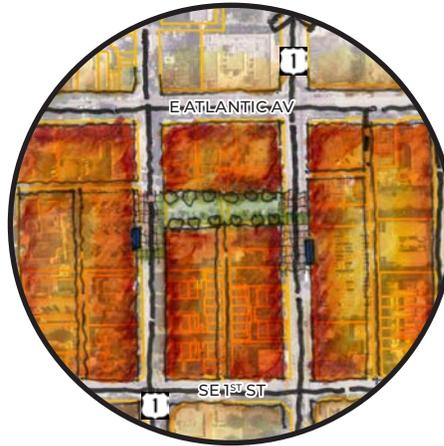
- Focus on intersection crossings
- Align crosswalks perpendicular to crossing street where appropriate
- Add street trees and landscape for pedestrian comfort

### LINDELL BLVD

- Town Center redevelopment with new, pedestrian-scaled streets with a mix of land uses including higher density residential and streeting-fronting buildings.
- Green/Park space as focus of PTX stations, green space should also function for stormwater management

### LEGEND

	New Street		New Park Space
	Pedestrian Connection		New Mixed-Use
	Proposed PTX Location		New Residential



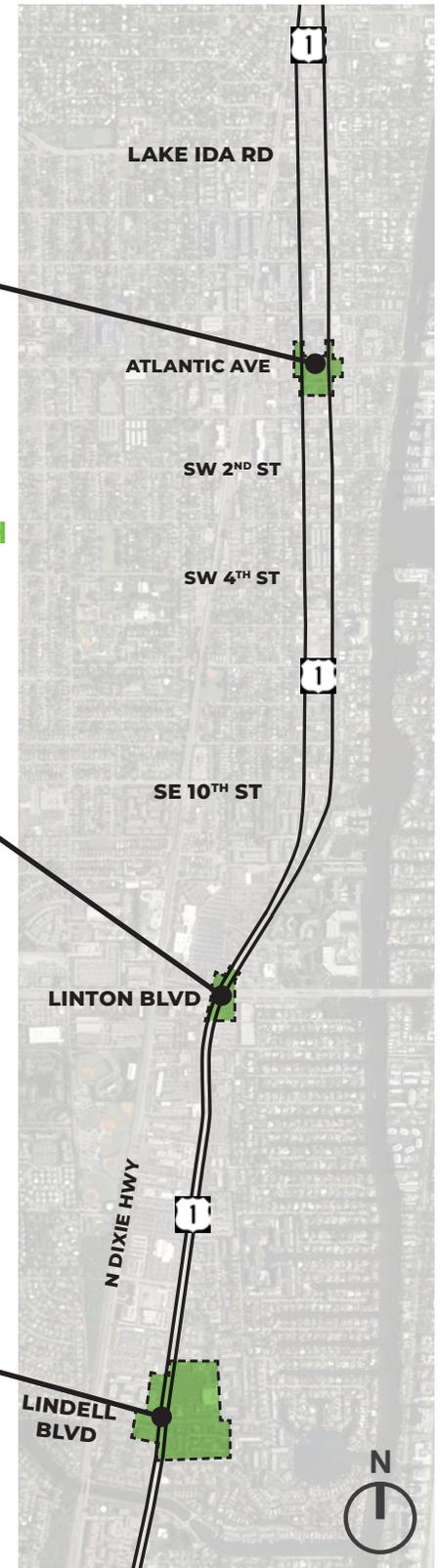
DOWNTOWN DELRAY BEACH



LINTON BLVD



LINDELL BLVD



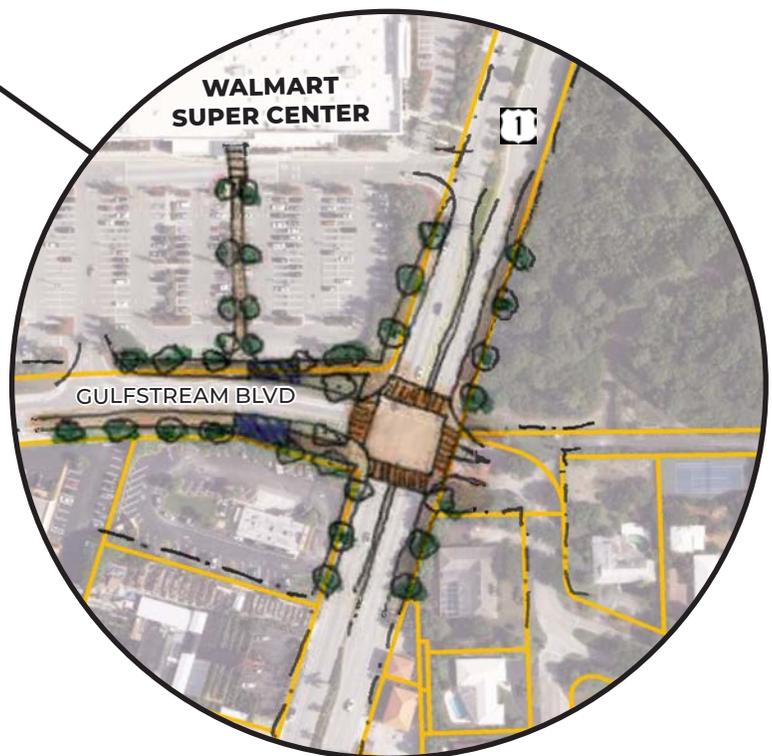
# TOWN OF GULF STREAM



## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### GULFSTREAM BLVD

- New PTX station located on Gulfstream Boulevard (PTX shift here to serve Bethesda Hospital on Seacrest Boulevard)
- PTX should connect to existing pedestrian walk from Walmart Super Center to Gulfstream Boulevard
- Enhance intersection crossings at Gulfstream Boulevard and US-1



### GULFSTREAM BLVD

# CITY OF BOYNTON BEACH

## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### GATEWAY BLVD

- Utilize portion of Intracoastal Park for new affordable housing
- Connect a new street parallel to US-1 on the east side
- Enhance crossing at Gateway Boulevard to facilitate pedestrians from retail area to park and PTX stations

### BOYNTON RIVERWALK

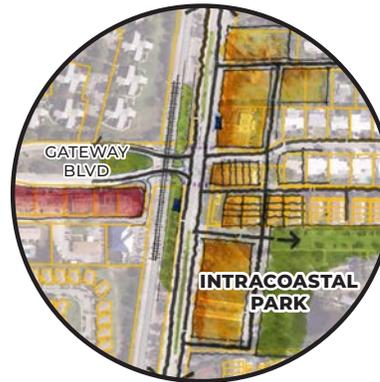
- Continue to breakup large parcels into walkable block sizes
- Enhance existing pedestrian crossing on US-1 (just south of Woolbright Rd)
- Redevelop shopping center as new Town Center mixed-use project with higher density residential units and street-fronting buildings
- Connect new park space across US-1 to Boynton Riverwalk

### BETHESDA HOSPITAL

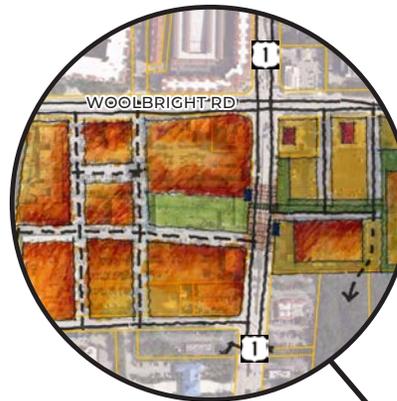
- Leverage existing hospital surface parking areas for new mixed-use (inc. medical with garage parking adjacent to PTX station)
- Enhance pedestrian crossing at SE 26<sup>th</sup> Avenue and S Seacrest Boulevard
- Green/Park space as focus of PTX stations, green space should also function for stormwater management

### LEGEND

	New Street		New Park Space
	Pedestrian Connection		New Mixed-Use
	Proposed PTX Location		New Residential



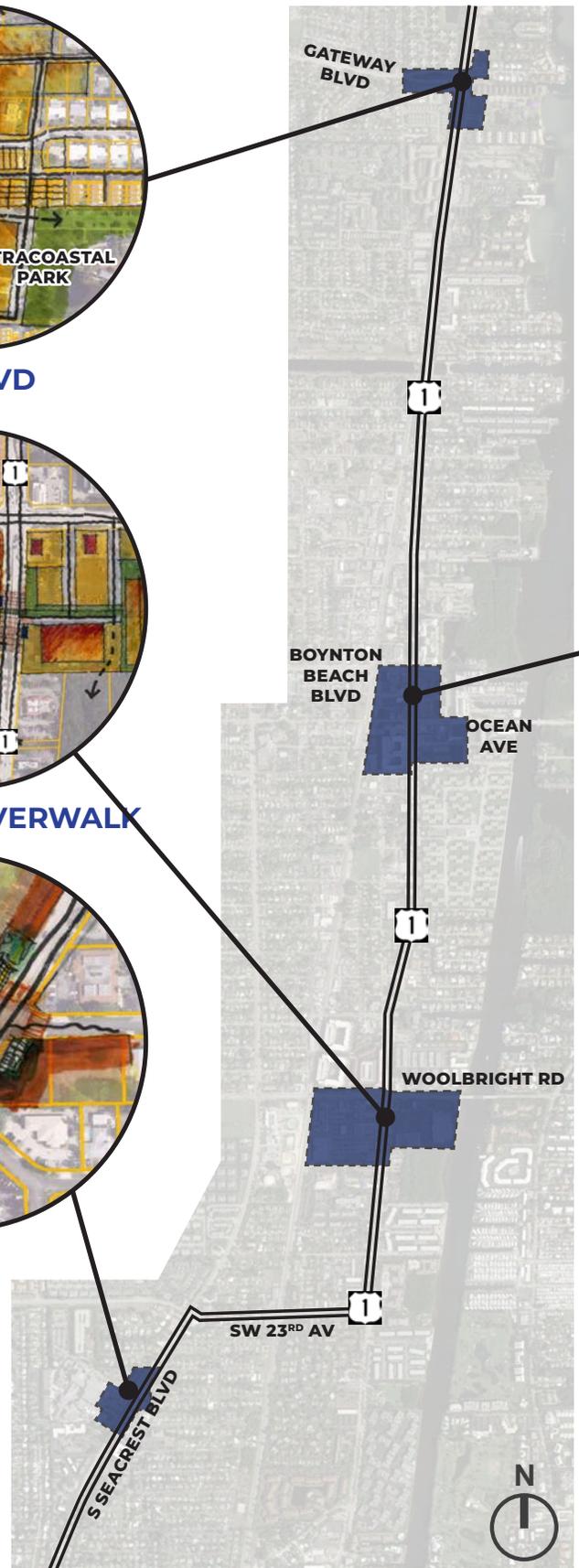
GATEWAY BLVD

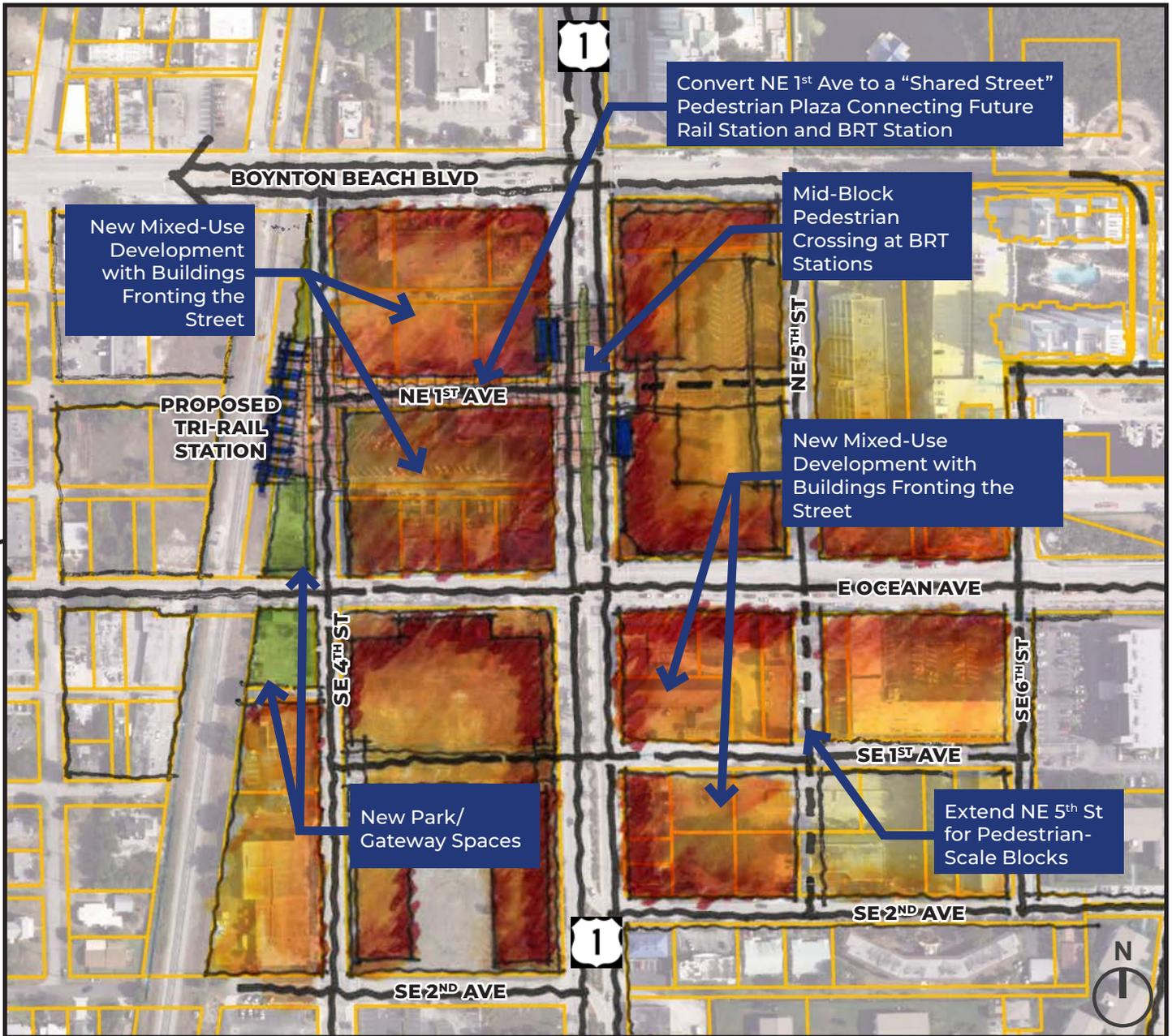


BOYNTON RIVERWALK



BETHESDA HOSPITAL





**DOWNTOWN BOYNTON**

# Lindell Boulevard to Tropic Boulevard

Roll Plot No. 10-11

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C3-Suburban

**Existing Speed Limit:** 45 mph

**Length:** 0.8 miles

**Proposed Recommendations:** Full reconstruction with two-way separated bicycle lanes on both sides and furnishing zones with street trees

# Tropic Boulevard to SE 12<sup>th</sup> Road

Roll Plot No. 11-12

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C3-Suburban

**Existing Speed Limit:** 45 mph

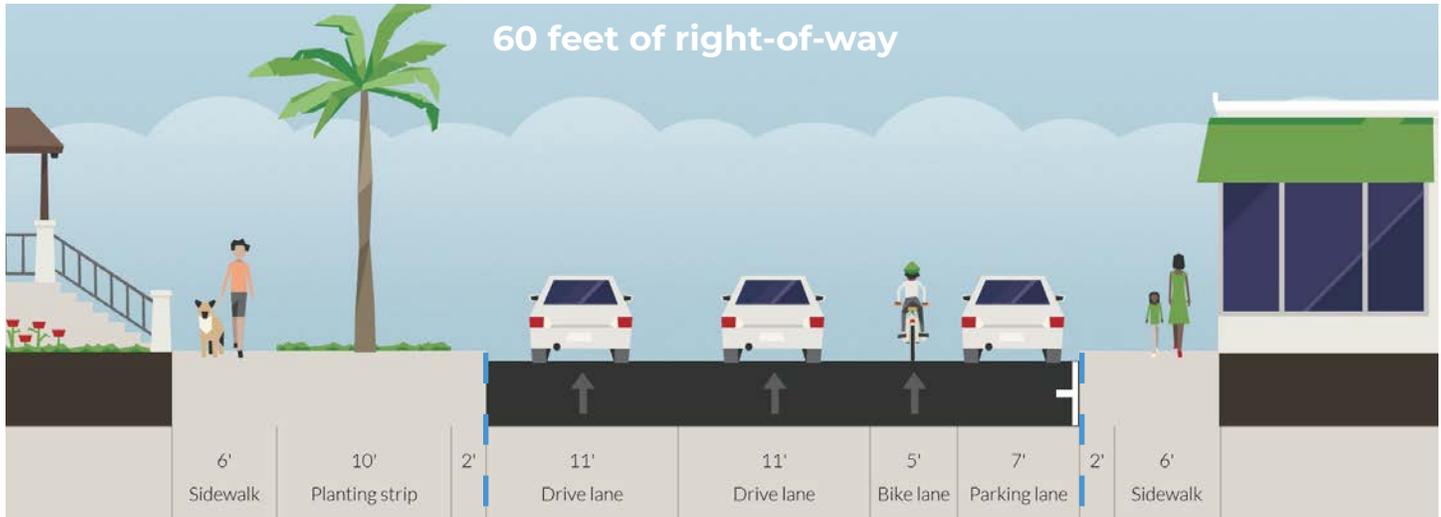
**Length:** 0.6 miles

**Proposed Recommendations:** Full reconstruction with two-way separated bicycle lanes

# US-1 NB SE 12<sup>th</sup> Road to George Bush Boulevard

Roll Plot No. 12-16

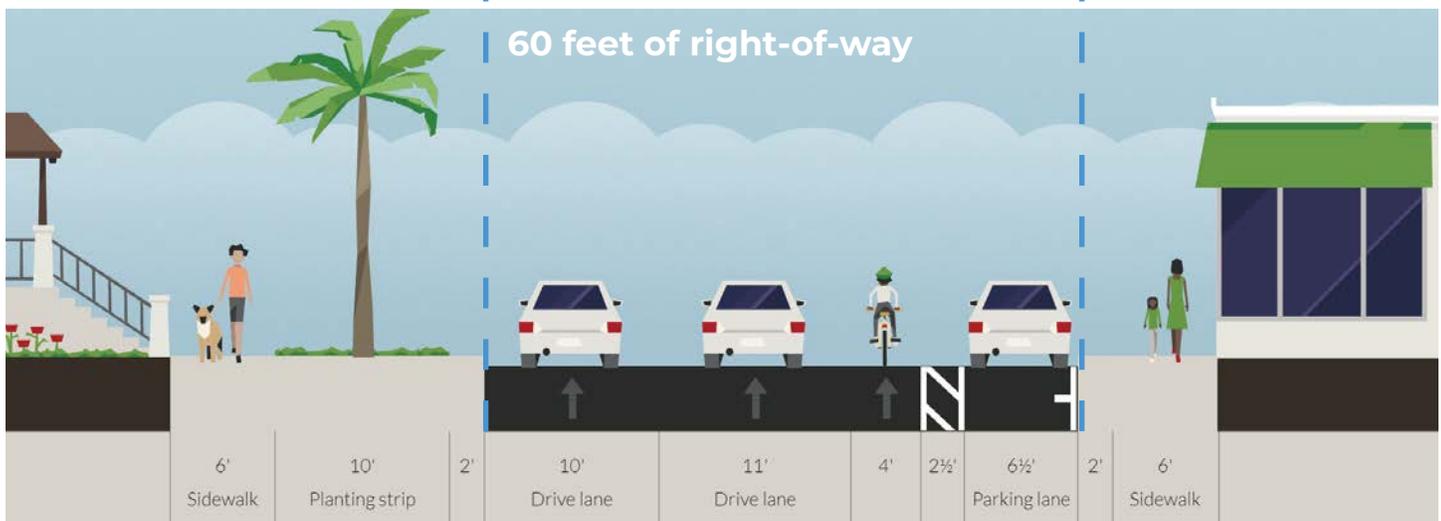
## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General & C5-Urban Center

**Existing Speed Limit:** 35 mph

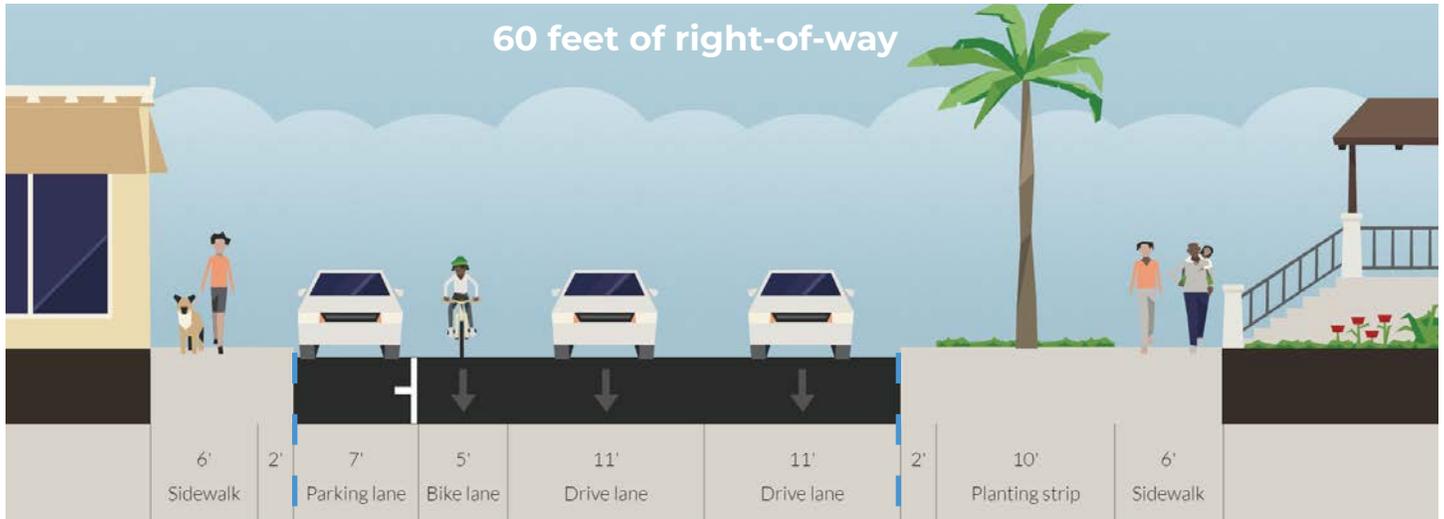
**Length:** 2.0 miles

**Proposed Recommendations:** Resurfacing with buffered bicycle lanes

# US-1 SB SE 12<sup>th</sup> Road to George Bush Boulevard

Roll Plot No. 12-16

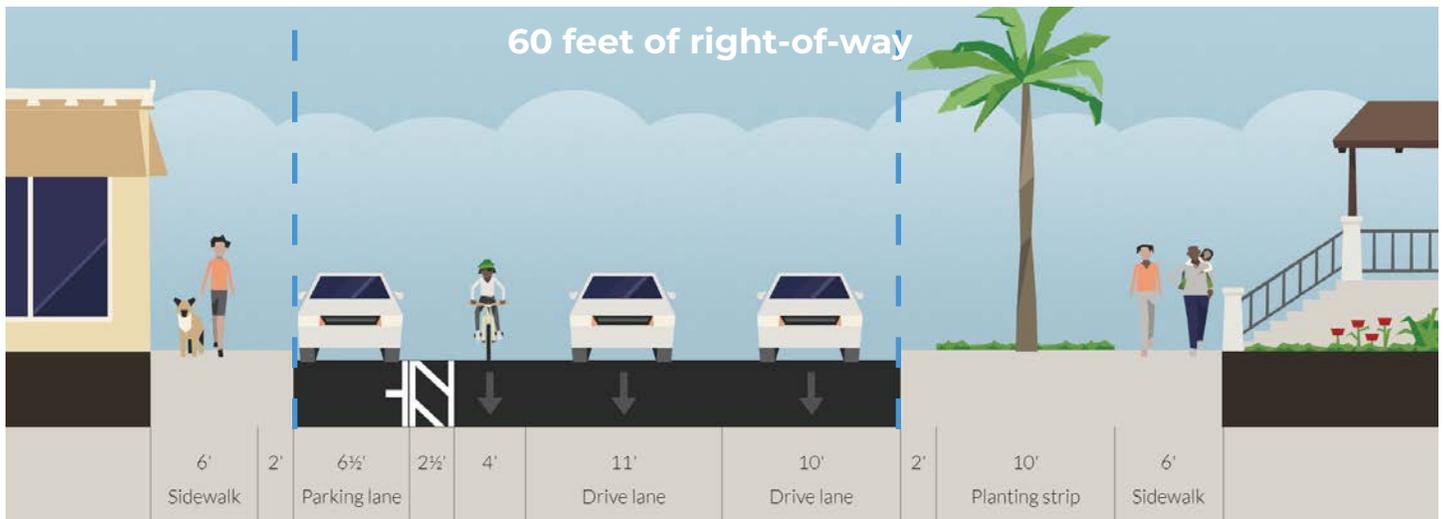
## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General & C5-Urban Center

**Proposed Recommendations:** Resurfacing with buffered bicycle lanes

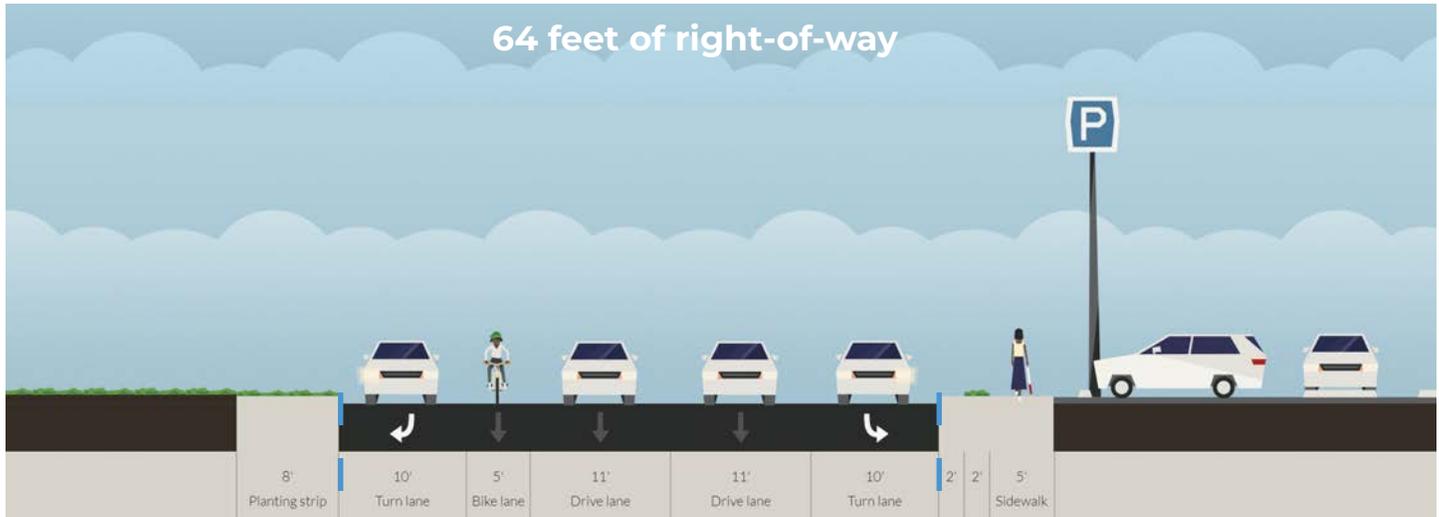
**Existing Speed Limit:** 35 mph

**Length:** 2.0 miles

# US-1 SB George Bush Boulevard to Old Dixie Highway

Roll Plot No. 16

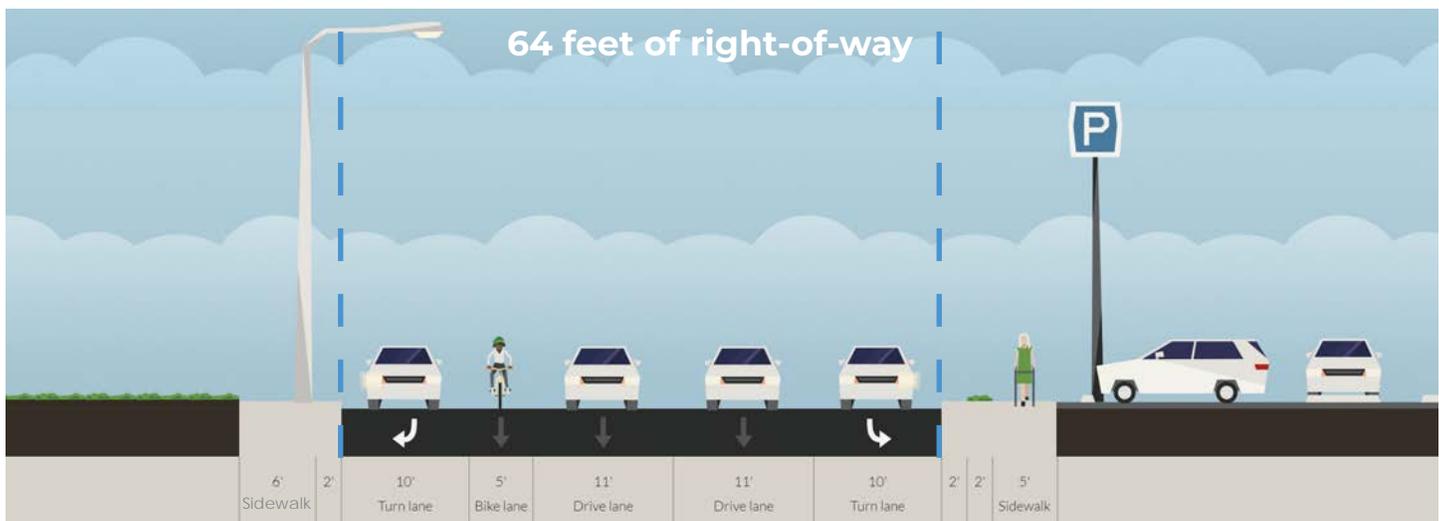
## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General

**Existing Speed Limit:** 35 mph

**Length:** 0.1 miles

**Proposed Recommendations:** Partial reconstruction (moving the curbs in); add separated bicycle lanes, furnishing zones with street trees and removal of parking

# Old Dixie Highway to Gulfstream Boulevard

Roll Plot No. 16-18

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General

**Existing Speed Limit:** 35-40 mph

**Length:** 1.2 miles

**Proposed Recommendations:** Partial reconstruction (moving the curbs in); add separated bicycle lanes, furnishing zones with street trees and removal of parking

# Gulfstream Boulevard to Boynton Beach Boulevard

Roll Plot No. 18-22

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General & C5-Urban Center

**Existing Speed Limit:** 35-40 mph

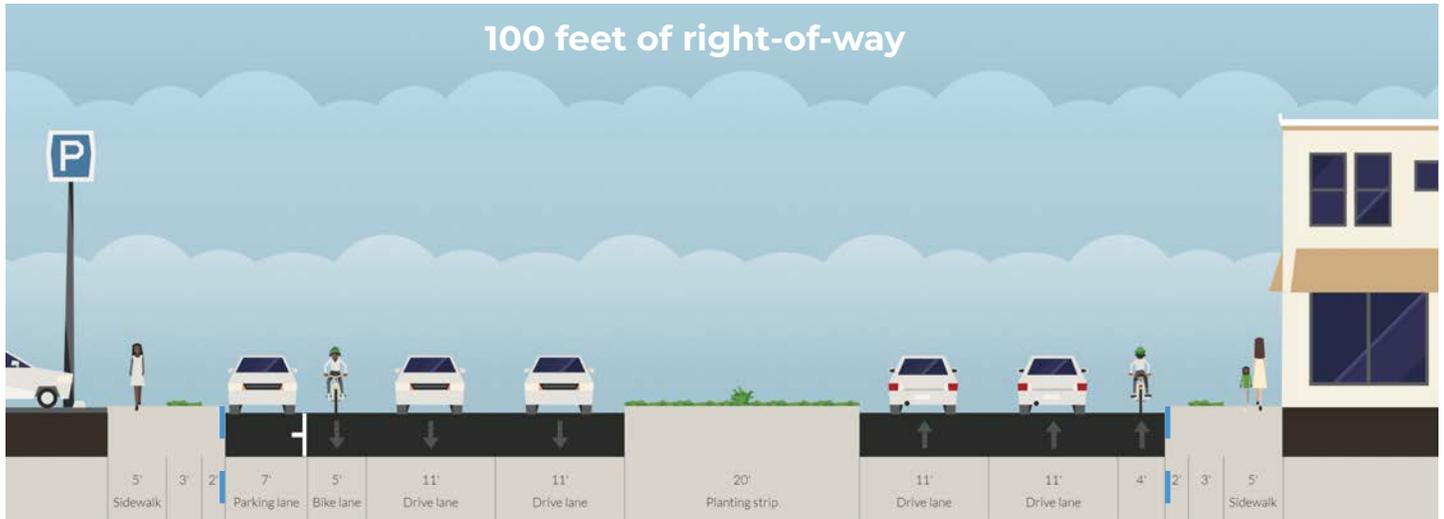
**Length:** 2.6 miles

**Proposed Recommendations:** Full reconstruction with furnishing zones with street trees

# Boynton Beach Boulevard to NE 15<sup>th</sup> Avenue

Roll Plot No. 22-23

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General & C5-Urban Center

**Existing Speed Limit:** 35 mph

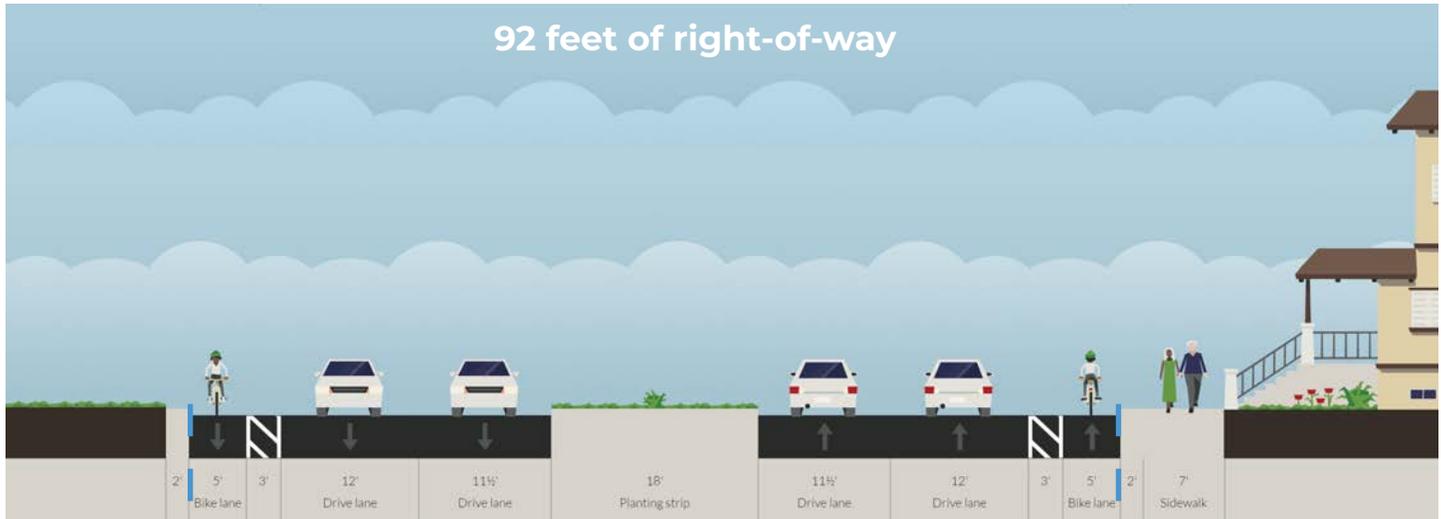
**Length:** 0.9 miles

**Proposed Recommendations:** Full reconstruction with separated bicycle lanes, furnishing zones with street trees and removal of parking

# NE 15<sup>th</sup> Avenue to Miner Road

Roll Plot No. 23-25

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C3-Suburban

**Existing Speed Limit:** 45 mph

**Length:** 1.1 miles

**Proposed Recommendations:** Convert buffered bicycle lanes to separated bicycle lanes; obtain 10-foot easement for sidewalk on the west side



# Section 3: Hypoluxo, Lantana and Lake Worth

## Existing Conditions

- Primarily four-lane undivided roadway with no median refuge
- Significant amount of pedestrian/bicyclist activity in Downtown Lake Worth
- Buffered bicycle lanes in Hypoluxo
- No designated bicycle lanes in Lantana or Lake Worth
- Sidewalk gap on the west side
- NE 15<sup>th</sup> Avenue to Pine Street (Boynton Beach, Hypoluxo, and Lantana)
- Lantana Road to Federal Highway (Lantana)
- Missing crosswalks at signalized intersections
- Poor access to transit stops.

## HIA FAST FACTS

- Lake Worth Population: 43,200 Residents
- Lowest average land values in corridor (\$155,000)
- 21% is in poverty
- 19% are diagnosed with depression
- 31% are diagnosed with obesity
- 14% are diagnosed with diabetes
- High percentage of racial and ethnic minorities
- High frequency of bicycle and pedestrian fatalities (3.8/mile)



**Section 3 contains Roll Plot No. 25-35. Specific Roll Plot No. for Individual Typical Sections are listed on the following pages.**



# TOWN OF HYPOLUXO

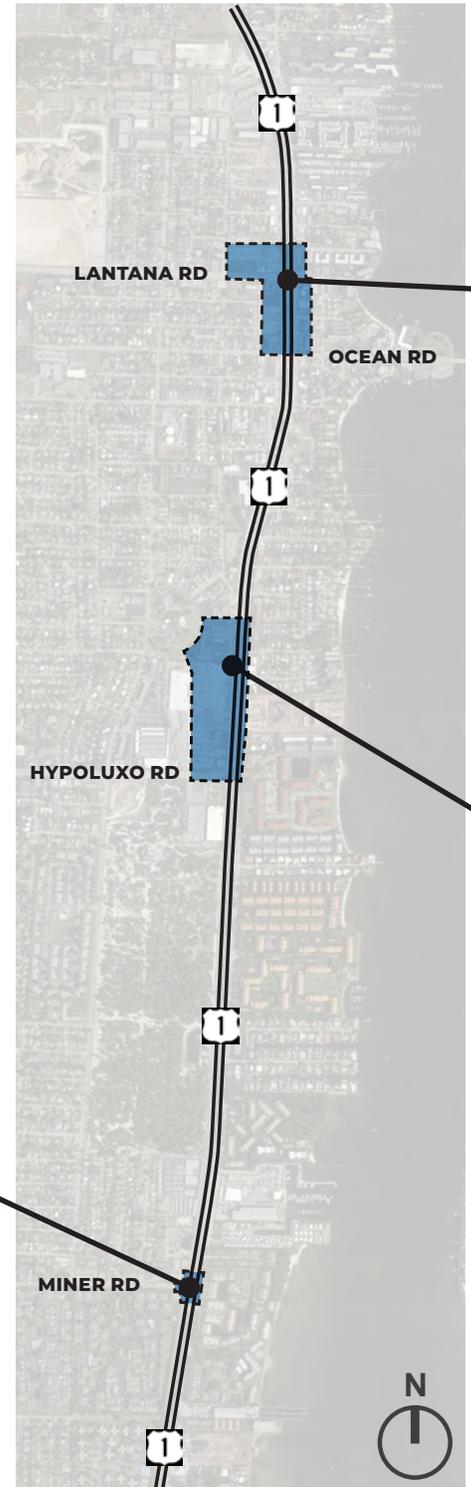
## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### MINER RD

- Enhance pedestrian crossings at Miner Road
- Connect to local grocery and residential areas



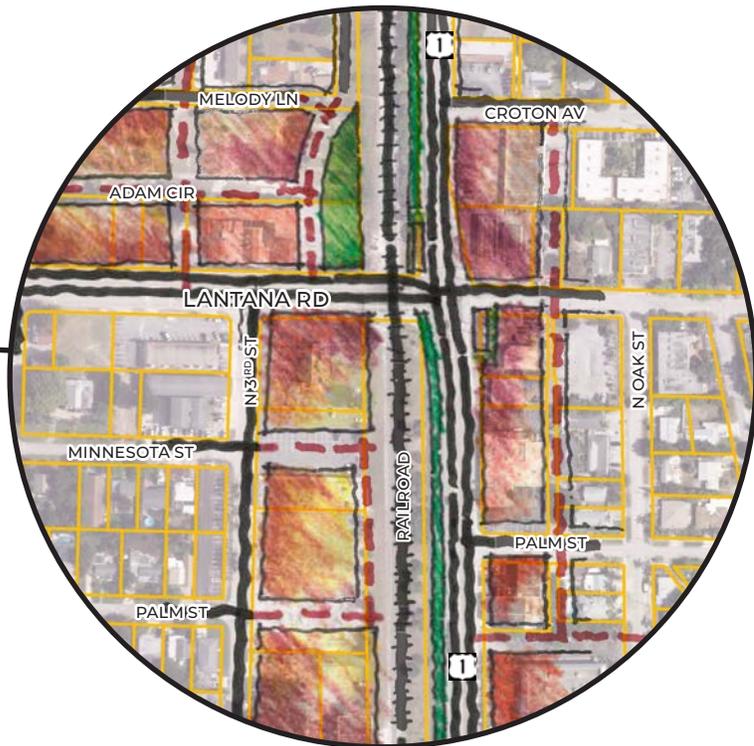
MINER RD



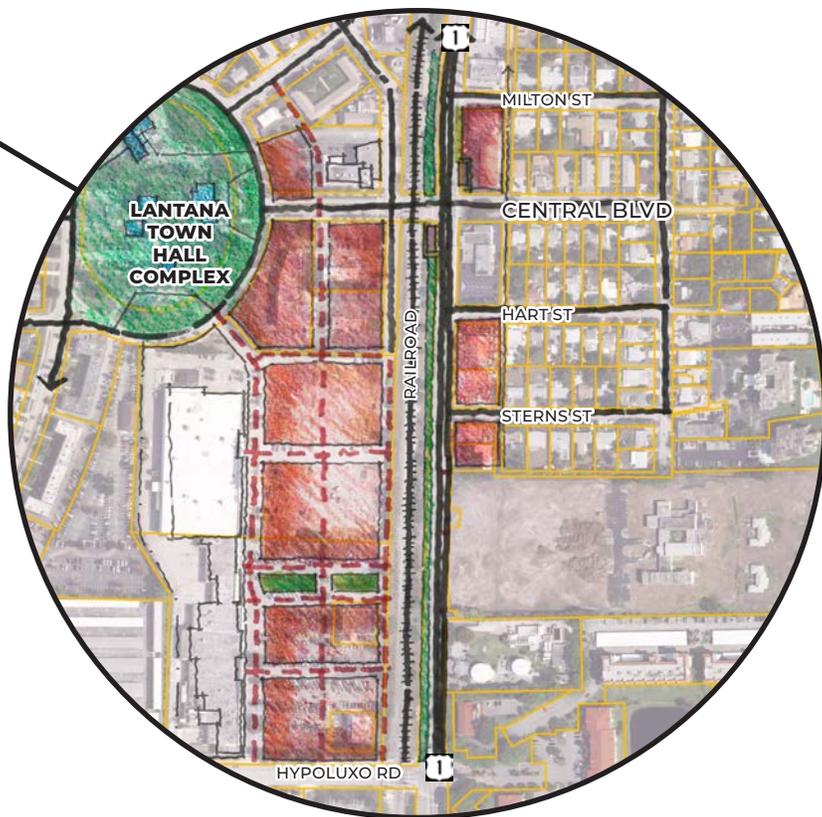
### LEGEND

- |   |   |
|---|---|
|  New Street            |  New Park Space  |
|  Pedestrian Connection |  New Mixed-Use   |
|  Proposed PTX Location |  New Residential |

# TOWN OF LANTANA



LANTANA RD



DOWNTOWN LANTANA

## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### LANTANA RD

- Connect and add new streets and alleys to support redevelopment of existing sites and vacant properties
- Create new park spaces adjacent to PTX stations and along buffer between railroad and US-1
- New redevelopment should be a mix of uses, including higher density residential with street-facing buildings

### DOWNTOWN LANTANA

- Redevelop large surface parking lots incrementally as mixed-use, residential buildings with pedestrian-scale block network
- Connect PTX station to Lantana Town Hall Complex
- Incorporate green space as park and stormwater

# CITY OF LAKE WORTH

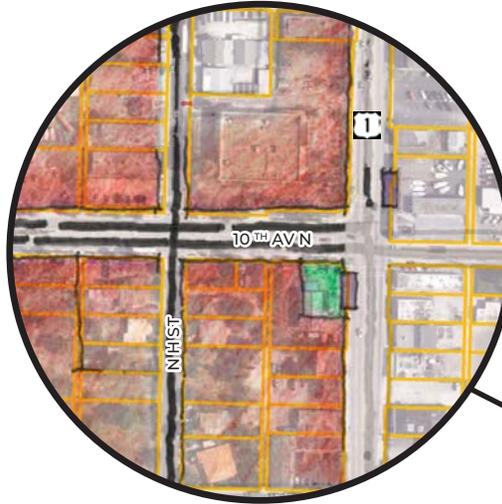
## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### 10<sup>TH</sup> AVENUE NORTH

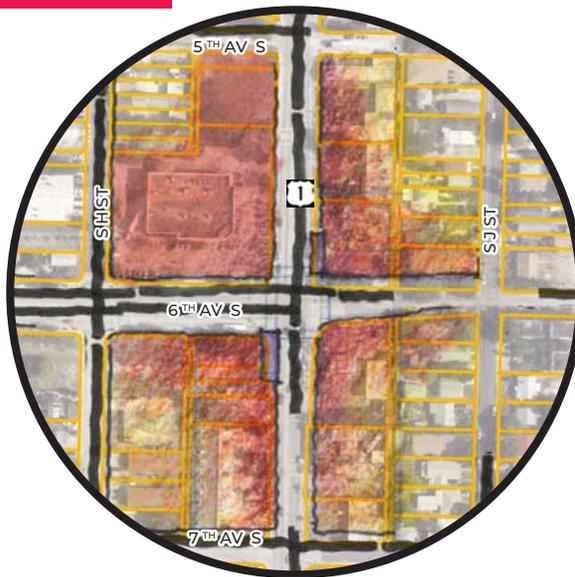
- Enhance pedestrian crossings at 10<sup>th</sup> Avenue North
- Create park space adjacent to southbound PTX station
- Maintain existing street network

### 6<sup>TH</sup> AVENUE SOUTH

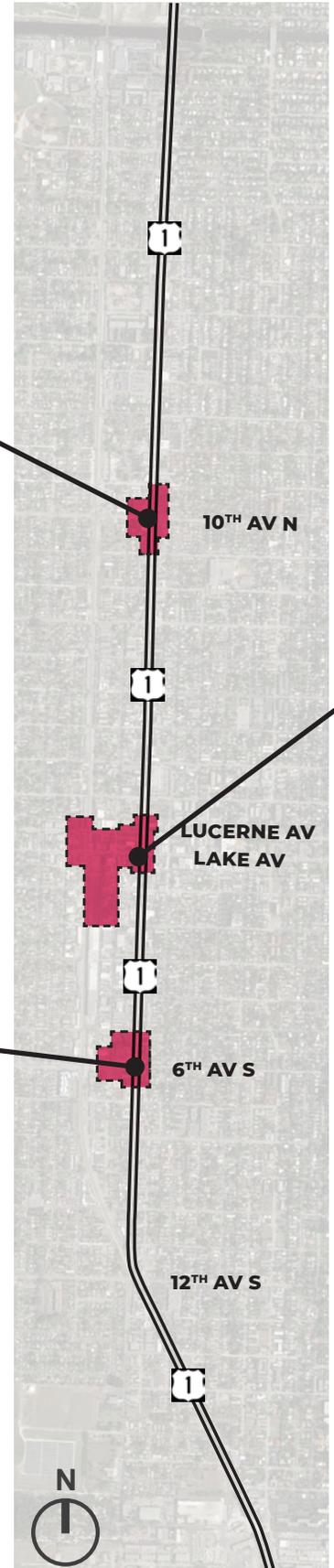
- Enhance pedestrian crossings at 6<sup>th</sup> Avenue South
- Maintain existing street network
- Focus any new redevelopment towards PTX station areas



10<sup>TH</sup> AVENUE NORTH



6<sup>TH</sup> AVENUE SOUTH



## LEGEND

- |   |                       |   |                 |
|---|-----------------------|---|-----------------|
|  | New Street            |  | New Park Space  |
|  | Proposed PTX Location |  | New Mixed-Use   |
|   |                       |  | New Residential |

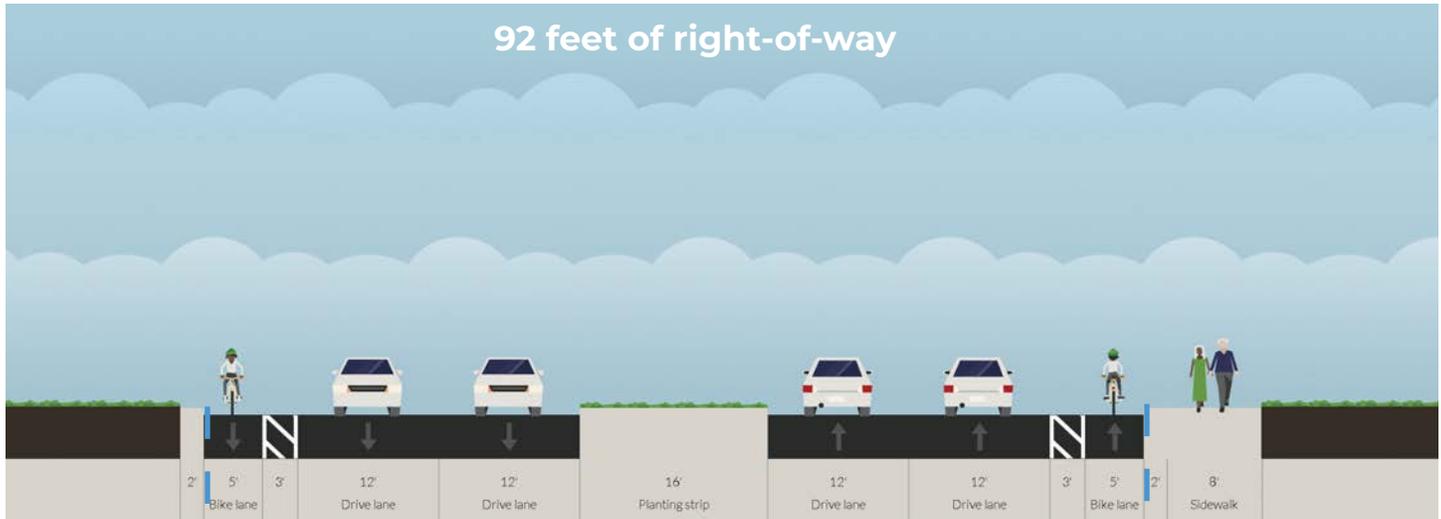


## DOWNTOWN LAKE WORTH

# Miner Road to Hypoluxo Road

Roll Plot No. 25-27

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C3-Suburban

**Existing Speed Limit:** 40-45 mph

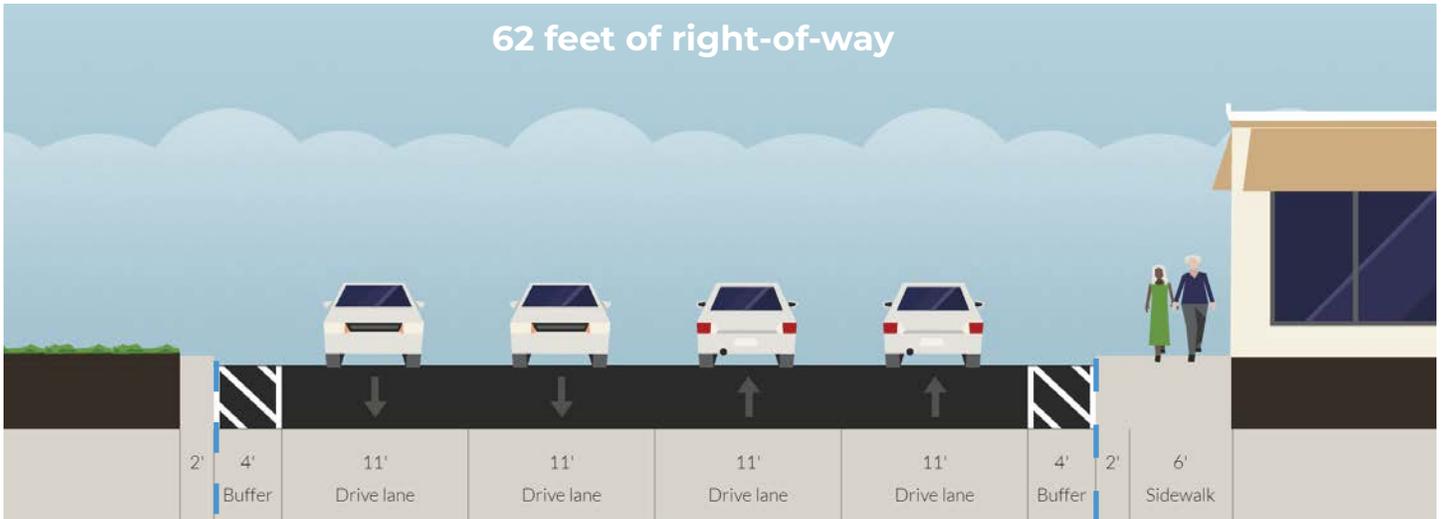
**Length:** 1.0 mile

**Proposed Recommendations:** Convert buffered bicycle lanes to separated bicycle lanes; obtain 10-foot easement for sidewalk on the west side

# Hypoluxo Road to Central Boulevard

Roll Plot No. 27

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C3-Suburban

**Existing Speed Limit:** 40 mph

**Length:** 0.3 miles

**Projected 2040 Max Peak Hour Traffic**

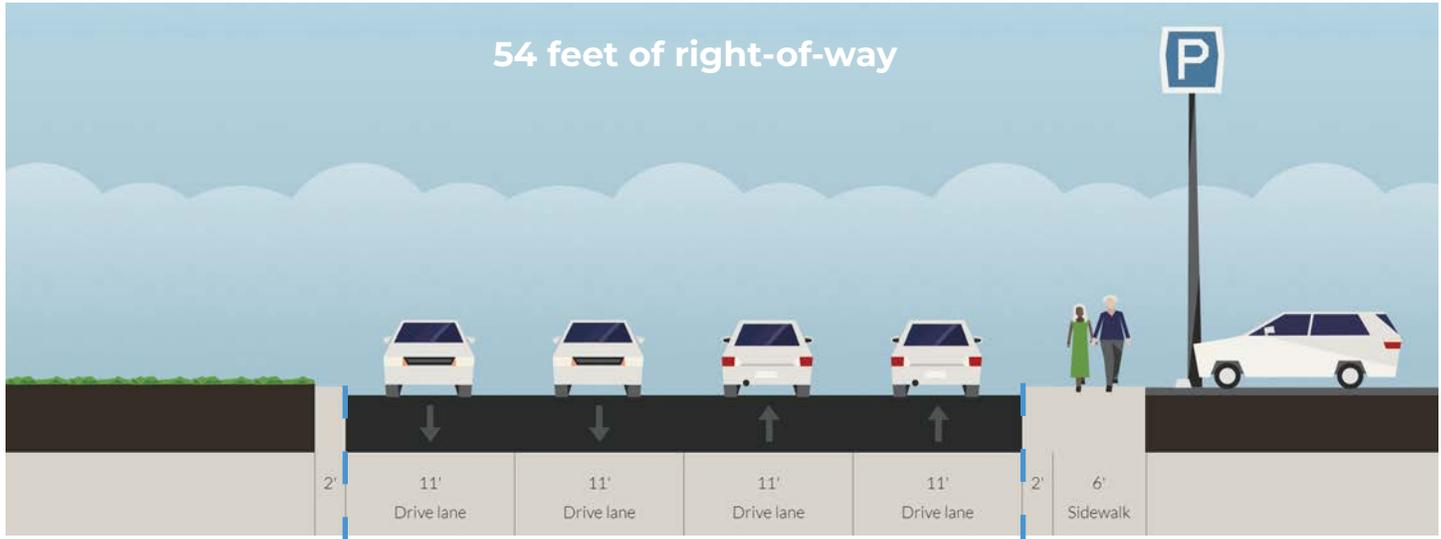
**Volume:** 1,400 vphpd

**Proposed Recommendations:** Partial reconstruction and lane repurposing from 4L to 3L; add buffered bicycle lanes, obtain 10-foot easement for sidewalk on the west side and furnishing zone with street trees

# Central Boulevard to Pine Street

Roll Plot No. 27-28

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C3-Suburban

**Existing Speed Limit:** 30-40 mph

**Length:** 0.5 miles

**Projected 2040 Max Peak Hour Traffic**

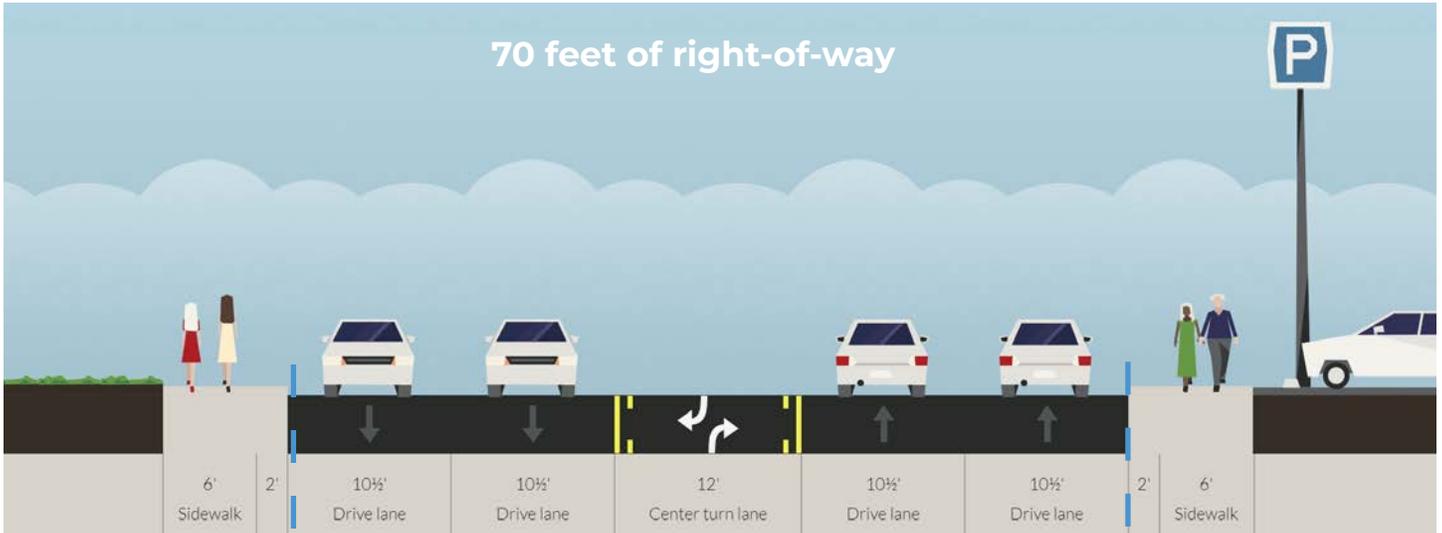
**Volume:** 1,400 vphpd

**Proposed Recommendations:** Resurfacing and lane repurposing from 4L to 3L; add conventional bicycle lanes and obtain 10-foot easement for sidewalk on the west side

# Pine Street to Lantana Road

Roll Plot No. 28

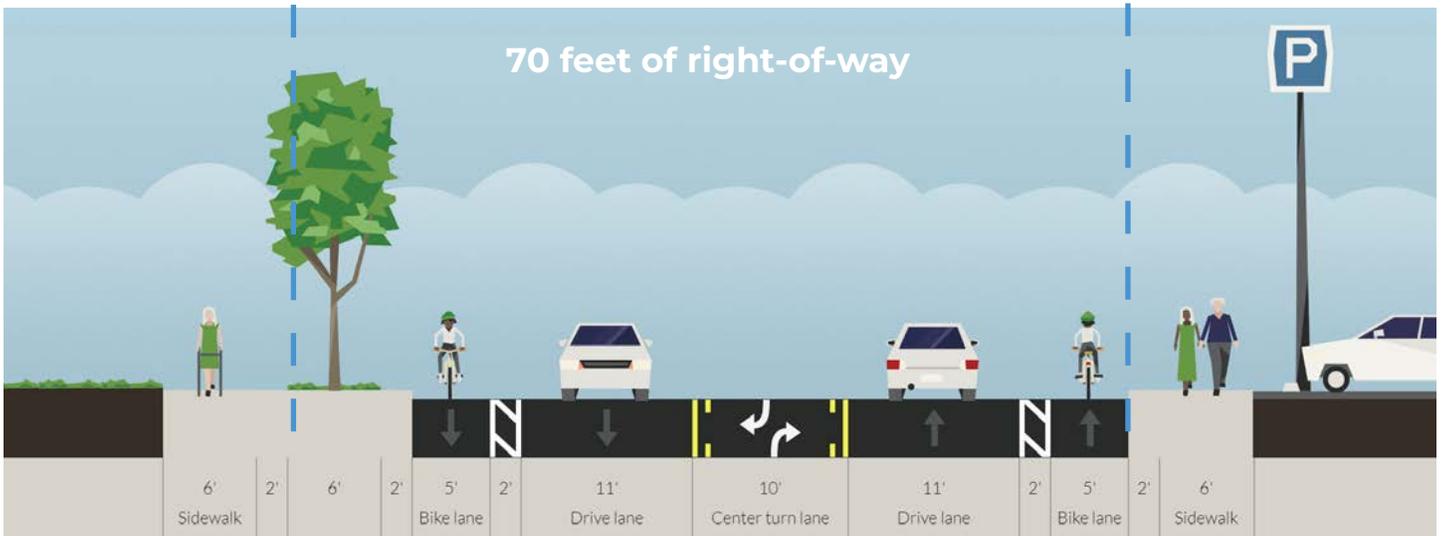
## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C3-Suburban

**Existing Speed Limit:** 30 mph

**Length:** 0.3 miles

**Projected 2040 Max Peak Hour Traffic**

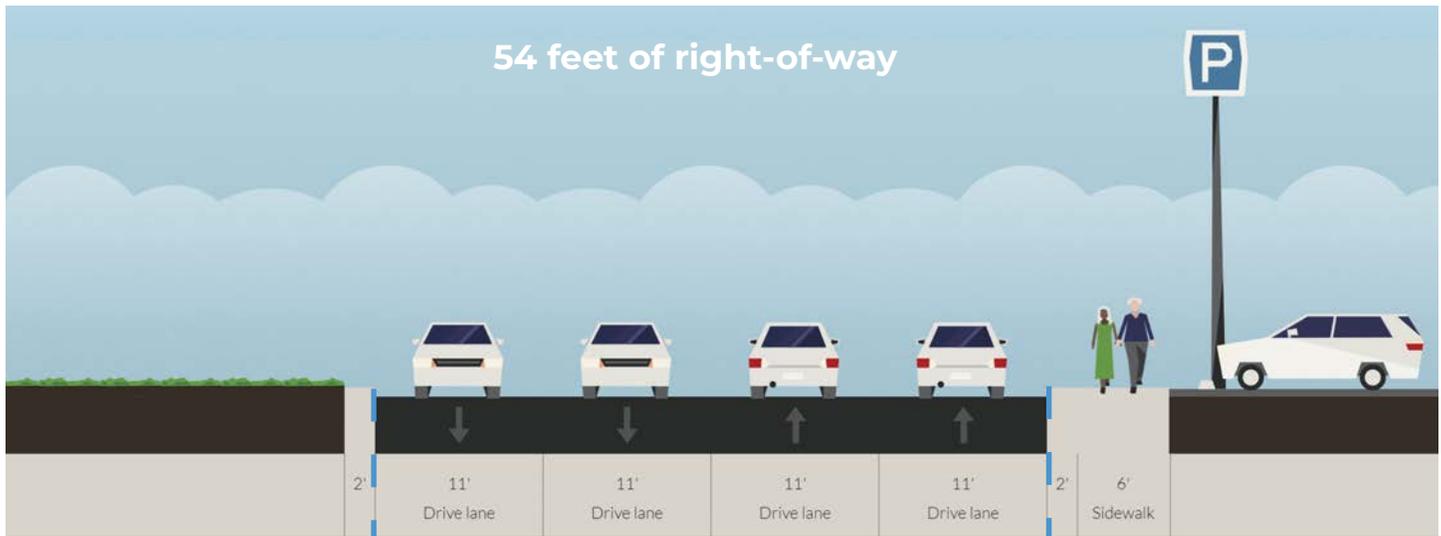
**Volume:** 1,400 vphpd

**Proposed Recommendations:** Resurfacing and lane repurposing from 4L to 3L; add buffered bicycle lanes and furnishing zone with street trees

# Lantana Road to Dixie Highway/Federal Highway Junction

Roll Plot No. 28-29

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C3-Suburban

**Existing Speed Limit:** 30 mph

**Length:** 0.4 miles

**Projected 2040 Max Peak Hour Traffic**

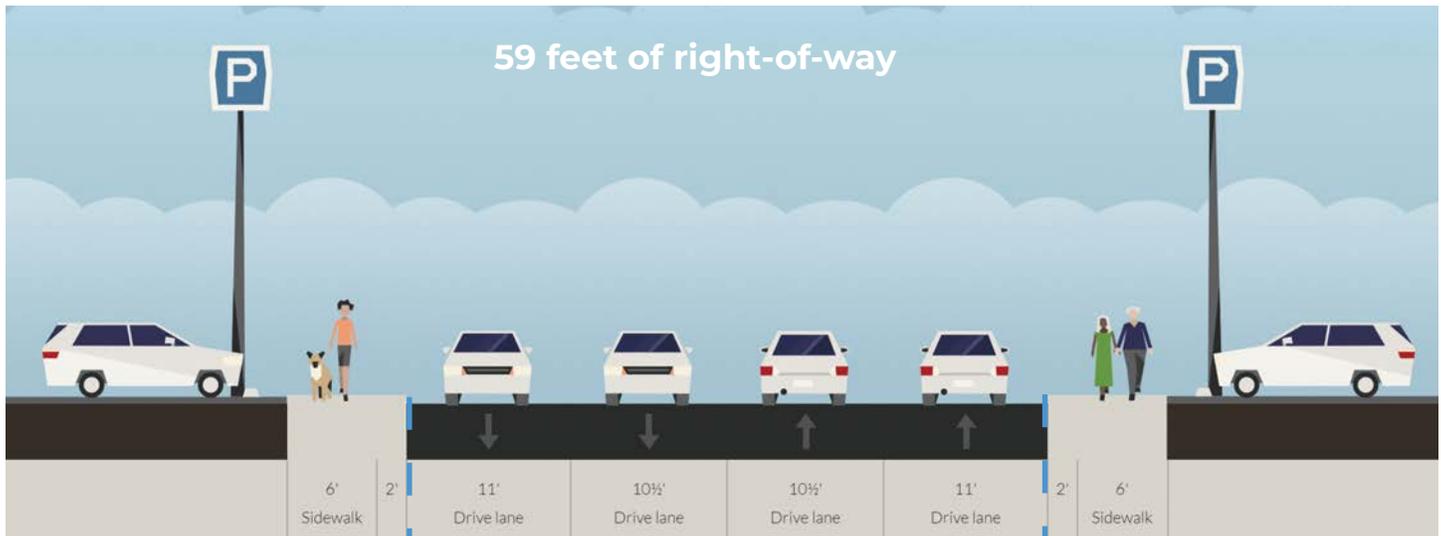
**Volume:** 1,400 vphpd

**Proposed Recommendations:** Resurfacing and lane repurposing from 4L to 3L; add conventional bicycle lanes and obtain 10-foot easement for sidewalk on the west side

# Dixie Highway/Federal Highway Junction to 2<sup>nd</sup> Avenue South

Roll Plot No. 29-31

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General

**Existing Speed Limit:** 35 mph

**Length:** 1.5 miles

**Projected 2040 Max Peak Hour Traffic**

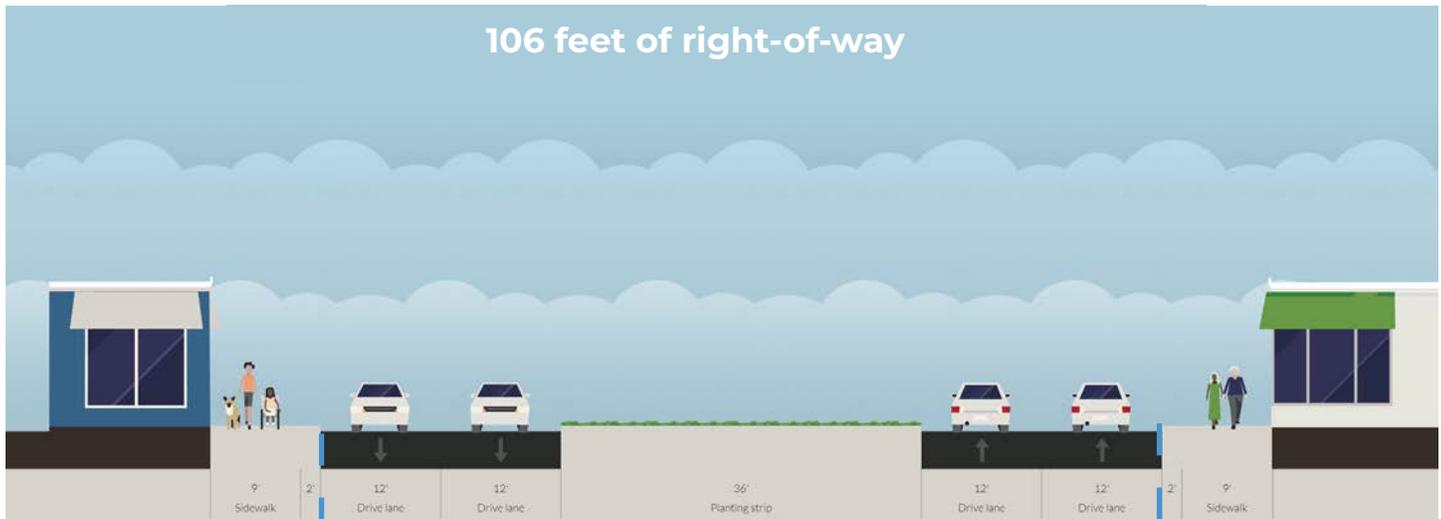
**Volume:** 1,200 vphpd

**Proposed Recommendations:** Resurfacing and lane repurposing from 4L to 3L; add conventional bicycle lanes

# 2<sup>nd</sup> Avenue South to 2<sup>nd</sup> Avenue North

Roll Plot No. 31-32

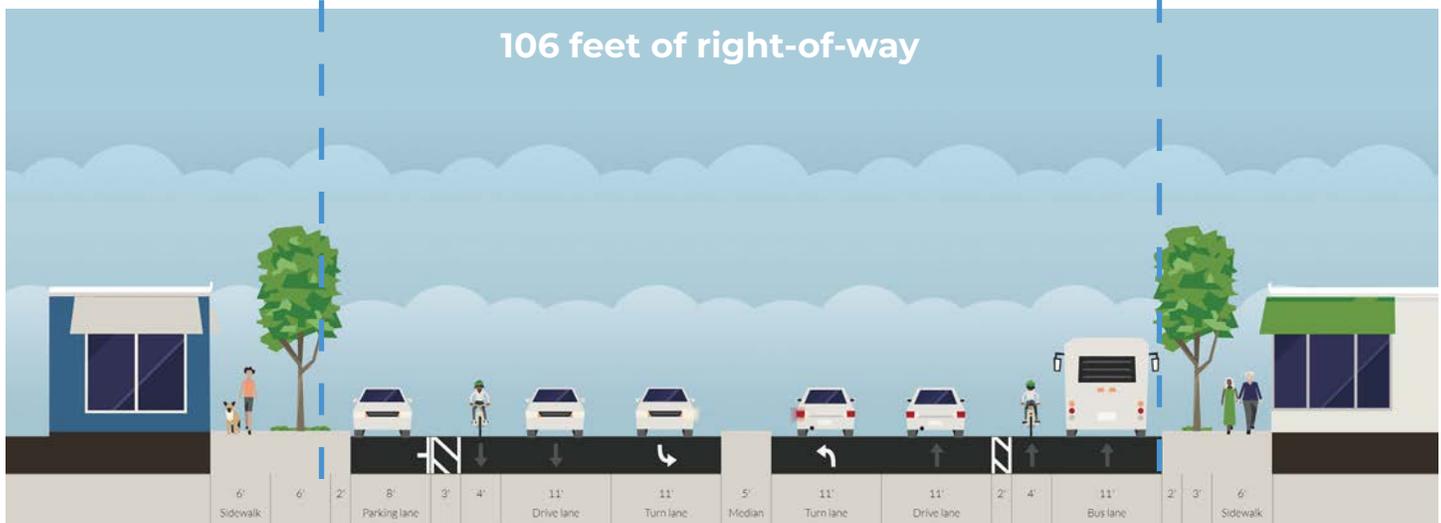
## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C5-Urban Center

**Existing Speed Limit:** 35 mph

**Length:** 0.3 miles

**Projected 2040 Max Peak Hour Traffic**

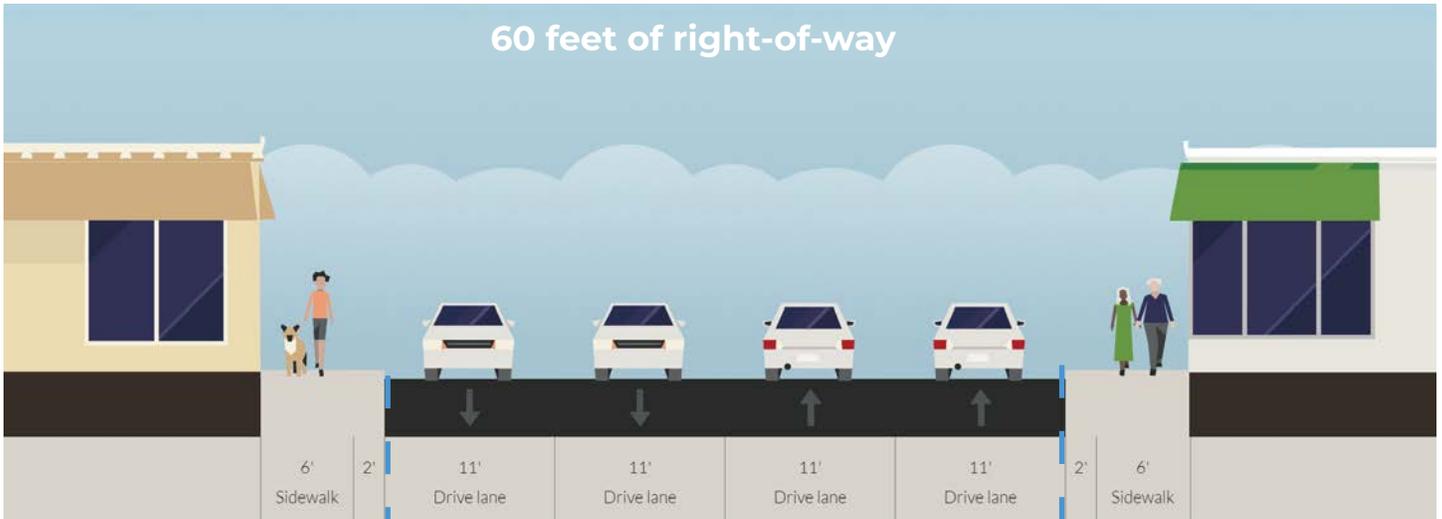
**Volume:** 1,100-1,400 vphpd

**Proposed Recommendations:** Partial reconstruction (inside widening) and lane repurposing from 4L to 2L plus dedicated left-turn lanes and right-turn lanes; add bus queue jump lanes, buffered bicycle lanes, on-street parking and furnishing zones with street trees

# 2<sup>nd</sup> Avenue North to Gregory Road

Roll Plot No. 32-35

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General

**Existing Speed Limit:** 35 mph

**Length:** 2.0 miles

**Projected 2040 Max Peak Hour Traffic**

**Volume:** 1,300-1,400 vphpd

**Proposed Recommendations:** Resurfacing and lane repurposing from 4L to 3L; add buffered bicycle lanes

# Section 4: West Palm Beach

## Existing Conditions

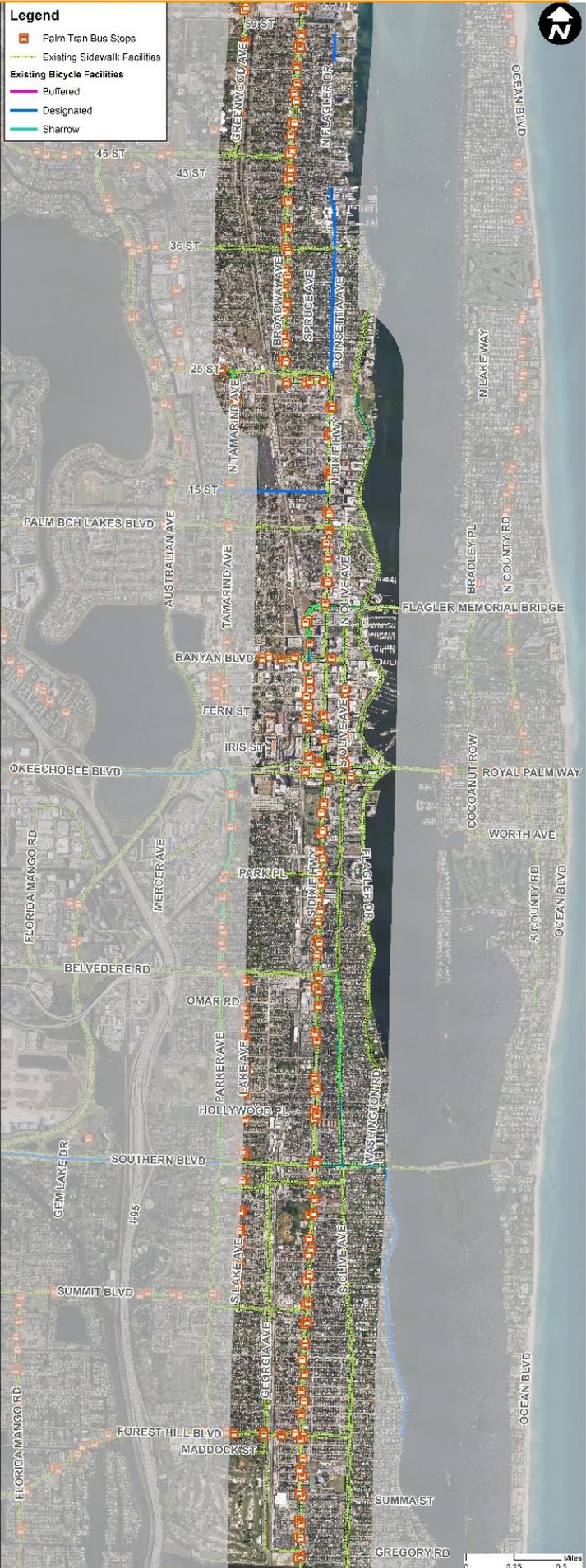
- Generally 4-lane or 5-lane undivided roadway with sidewalks and mostly no bicycle facilities.
- Frequent bus stops but very few have shelters, shade, or lighting.
- Frequent driveways and street crossings
- West Palm Beach Brightline Station
- “The Tent Site”

## HIA FAST FACTS

- West Palm Beach Population: 67,400 Residents
- Highest multimodal split on the corridor (10%)
- 21% is in poverty
- 42% have high hypertension
- High percentage of racial and ethnic minorities
- High percentage of transit dependent households
- High frequency of bicycle and pedestrian fatalities (3.1/mile)



**Section 4 contains Roll Plot No. 35-48. Specific Roll Plot No. for Individual Typical Sections are listed on the following pages.**



# CITY OF WEST PALM BEACH

## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### BELVEDERE RD

- Town Center redevelopment with pedestrian-scaled streets with mix of land uses including higher density residential with street-facing buildings
- Green/Park space at US-1 and Belvedere as gateway into local neighborhoods, green space should also function for stormwater management

### SOUTHERN BLVD

- Green/Park space as focus of PTX stations and areas for stormwater management
- Encourage a mix of land uses including higher density residential with street-fronting buildings
- Incorporate alleys to offset access from US-1

### FOREST HILL BLVD

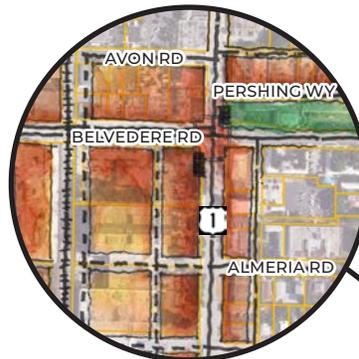
- Focus on pedestrian crossing improvements at Forest Hill Boulevard and US-1
- Connect PTX stations to school with a shared-use trail on Brevard Avenue

### GREGORY RD / ALHAMBRA PL

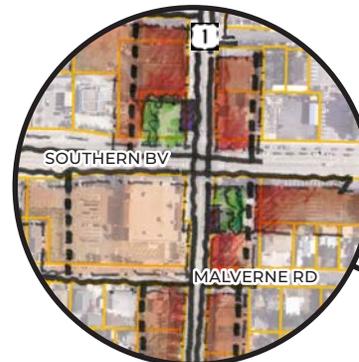
- Town Center redevelopment with new, pedestrian-scaled streets with mix of land uses including higher density residential and street-fronting buildings
- Green/Park space as focus of BRT station
- Connect to future rail through "greenways" in the Town Center redevelopment

## LEGEND

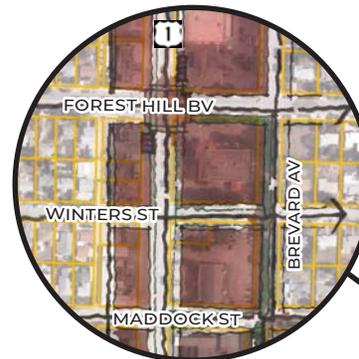
	New Street		New Park Space
	Pedestrian Connection		New Mixed-Use
	Proposed PTX Location		New Residential



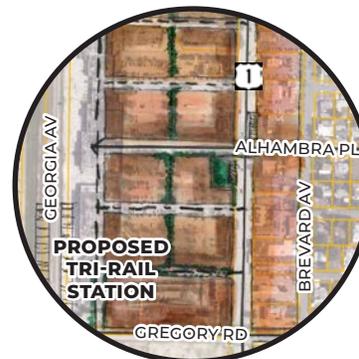
**BELVEDERE RD**



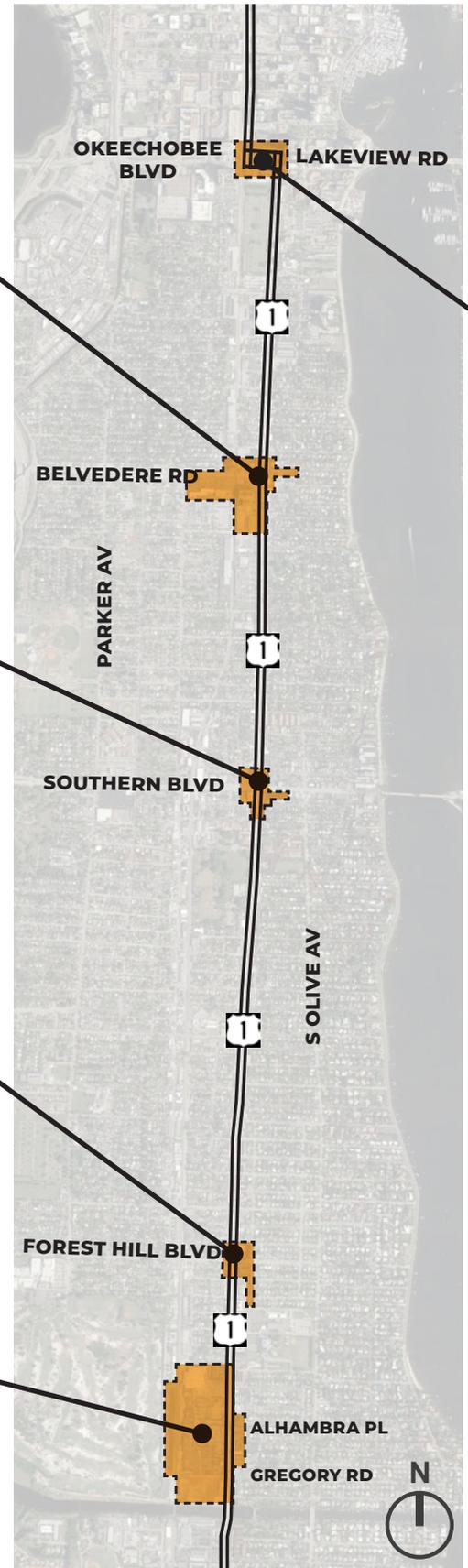
**SOUTHERN BLVD**

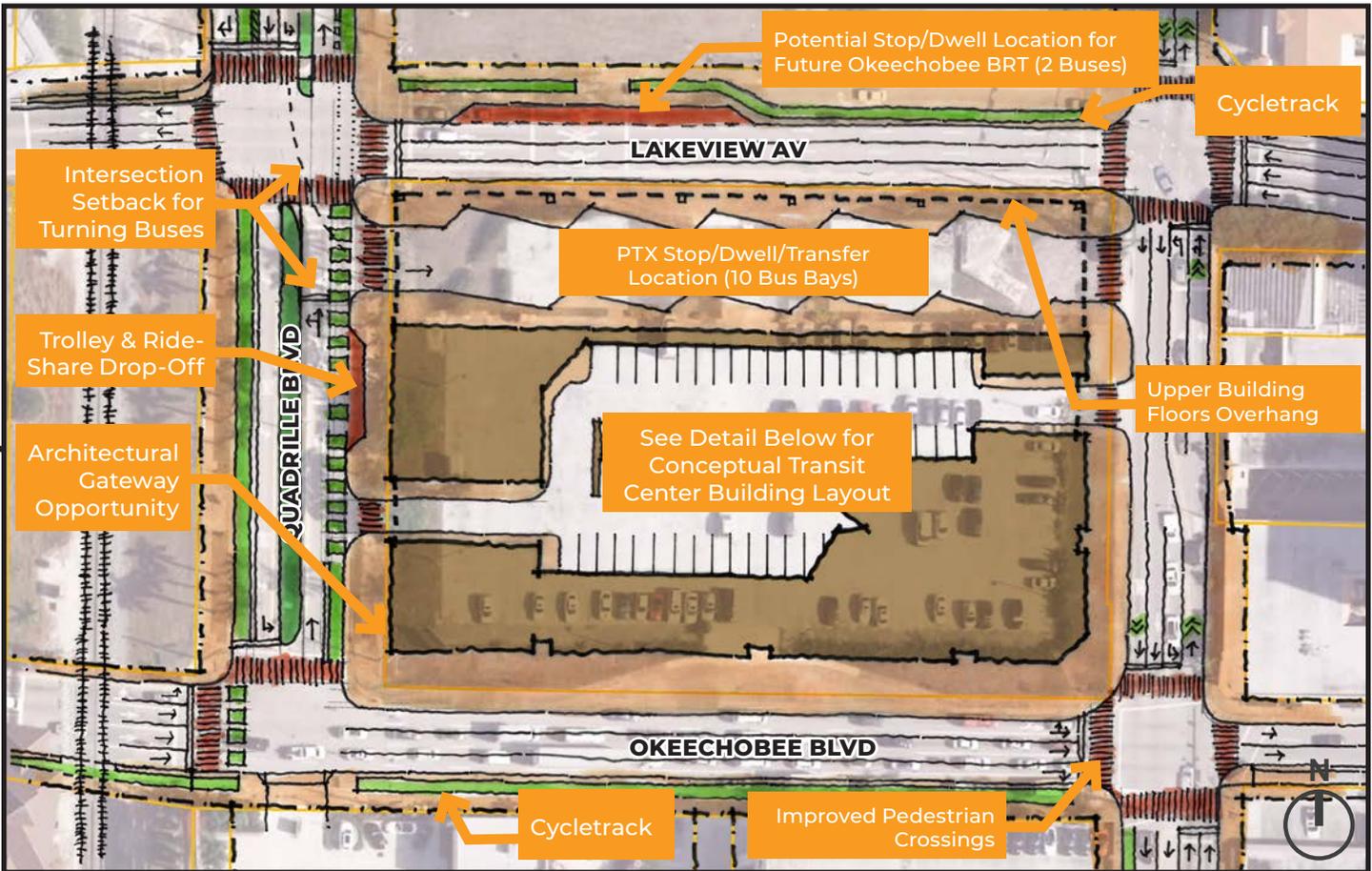


**FOREST HILL BLVD**

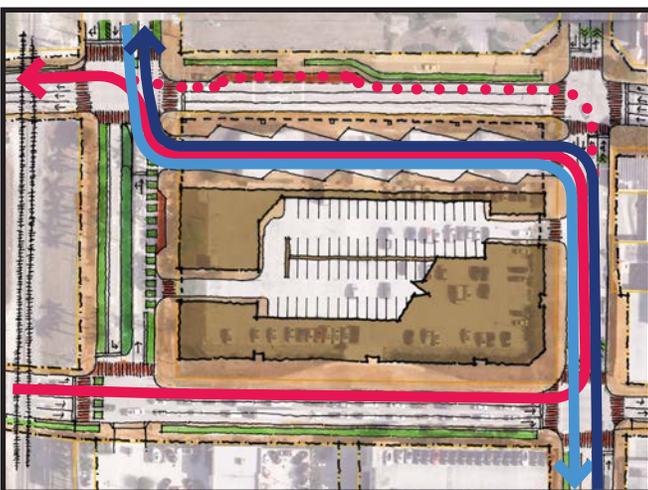


**GREGORY RD / ALHAMBRA PL**





**OKEECHOBEE BLVD, US-1, LAKEVIEW AVE, AND QUADRILLE BLVD: THE "TENT SITE"**



**PROPOSED ROUTING OPTIONS**

- NORTHBOUND PTX ROUTE
- SOUTHBOUND PTX ROUTE
- WEST/EASTBOUND FUTURE OKEECHOBEE BRT
- ALTERNATE OKEECHOBEE BRT DWELL/STOP



**TRANSIT CENTER + MIXED-USE/HOTEL CONCEPTUAL LAYOUT**

# CITY OF WEST PALM BEACH

## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### 45<sup>TH</sup> ST

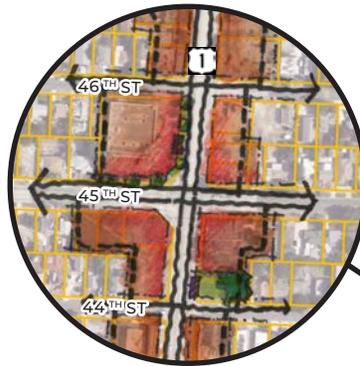
- New mixed-use on vacant corner including higher density residential and street-fronting buildings
- Green/Park space adjacent to PTX station
- Pedestrian improvements at crosswalk to connect both PTX stations

### NORTHWOOD

- Existing park space as focus of PTX stations
- Maintain existing redevelopment efforts - buildings fronting the street
- Examine 24<sup>th</sup> Street and/or Northwood Rd extension east of US-1

### DOWNTOWN WEST PALM BEACH

- Well-designed (considering safety and urban art/design) intersection crossings at Clematis Street and Railroad Crossing AND Clematis St and Quadrille Blvd
- Pedestrian and bicycle connections from PTX stations to Brightline Station



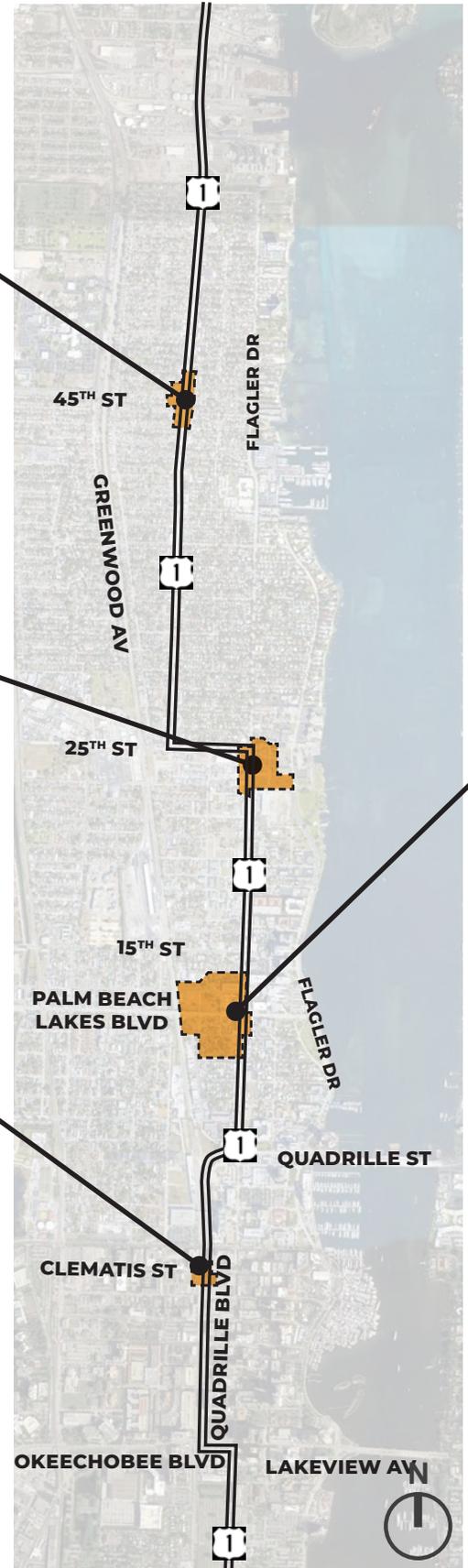
45<sup>TH</sup> ST



NORTHWOOD

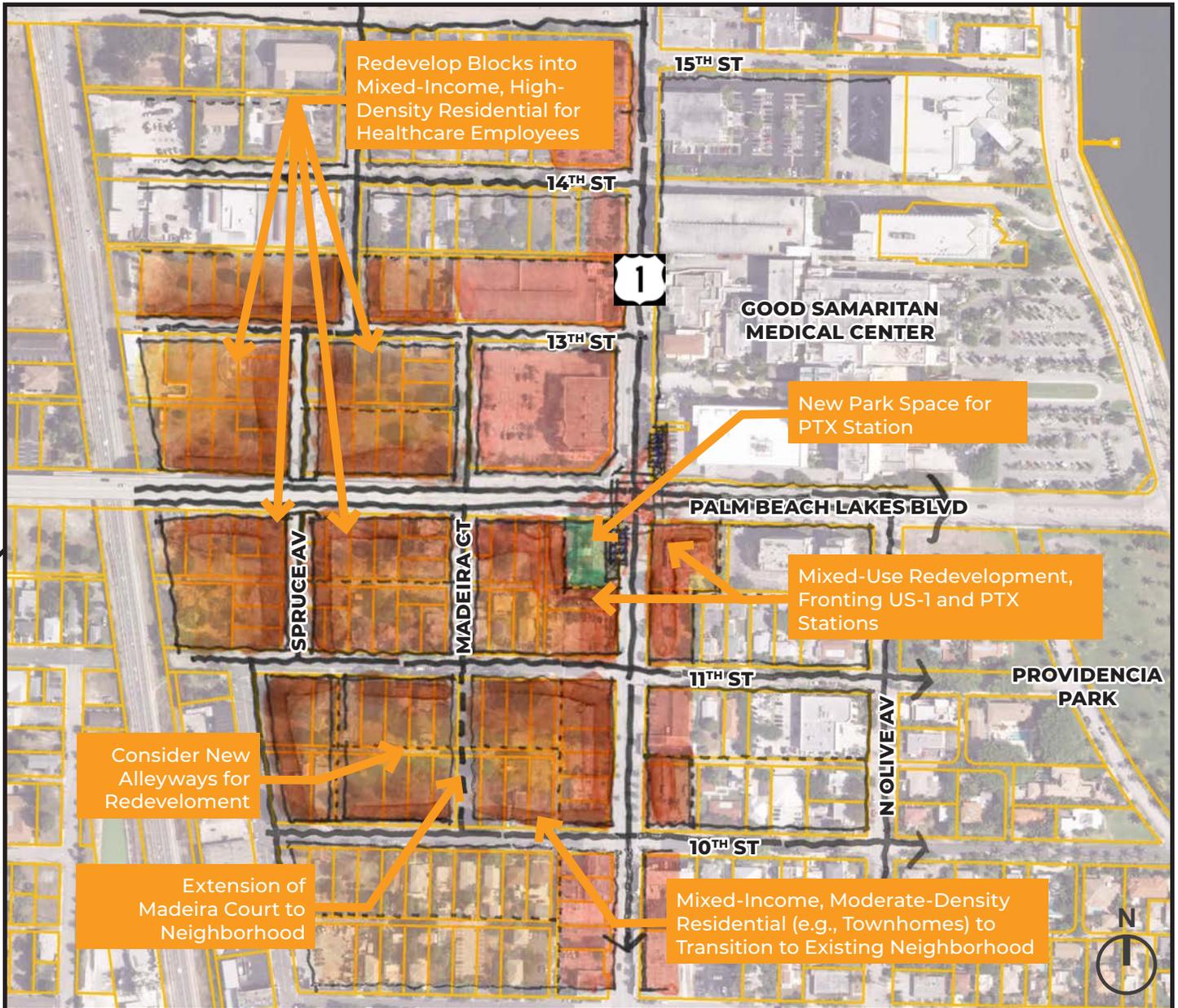


DOWNTOWN WEST PALM BEACH



## LEGEND

- |  |                       |  |                 |
|--|-----------------------|--|-----------------|
|  | New Street            |  | New Park Space  |
|  | Pedestrian Connection |  | New Mixed-Use   |
|  | Proposed PTX Location |  | New Residential |



**PALM BEACH LAKES BLVD / GOOD SAMARITAN MEDICAL CENTER**

# Gregory Road to Forest Hill Boulevard

Roll Plot No. 32-36

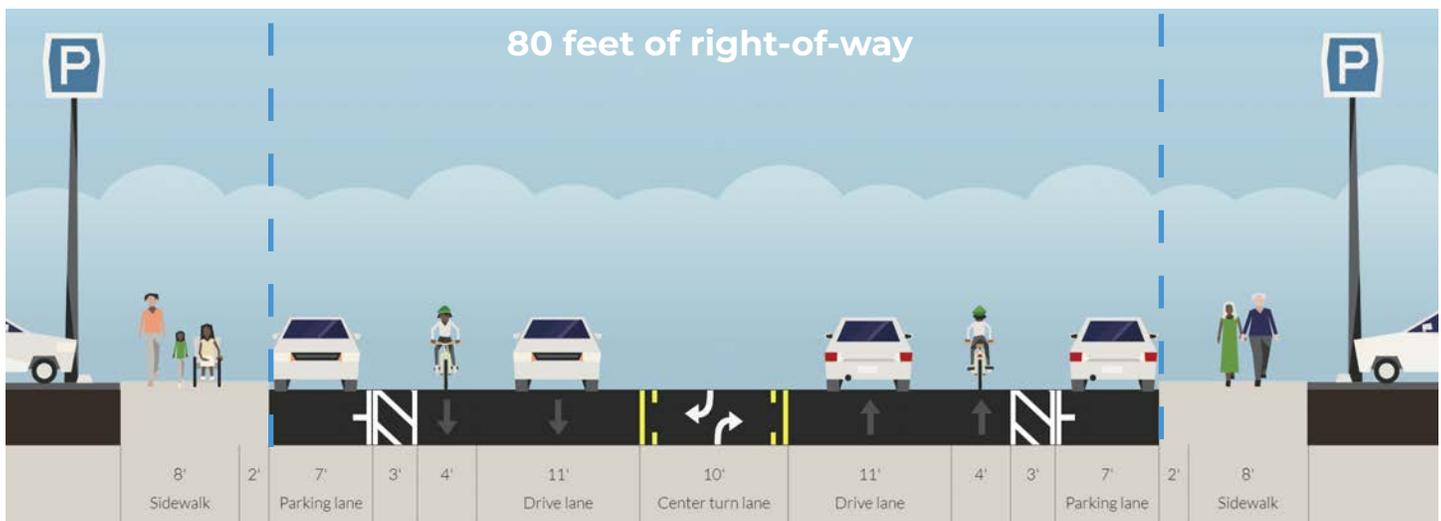
## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General

**Existing Speed Limit:** 35 mph

**Length:** 0.6 miles

**Projected 2040 Max Peak Hour Traffic**

**Volume:** 1,000-1,100 vphpd

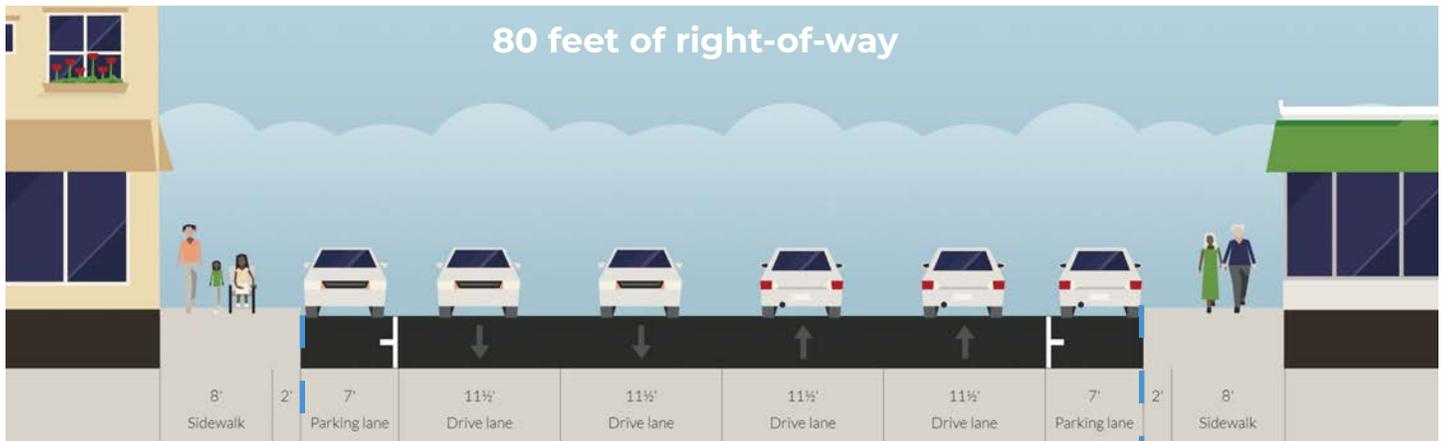
**Proposed Recommendations:** Resurfacing and lane repurposing from 4L to 3L; add buffered bicycle lanes and parking

**Ongoing Efforts:** TCRPC is conducting a Forest Hill Boulevard Complete Streets Corridor Plan from I-95 to US-1.

# Forest Hill Boulevard to Belvedere Road

Roll Plot No. 36-40

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General

**Existing Speed Limit:** 35 mph

**Length:** 2.4 miles

**Projected 2040 Max Peak Hour Traffic**

**Volume:** 1,000-1,100 vphpd

**Proposed Recommendations:** Resurfacing and lane repurposing from 4L to 3L; add buffered bicycle lanes

**Proposed Speed Limit:** 30 mph

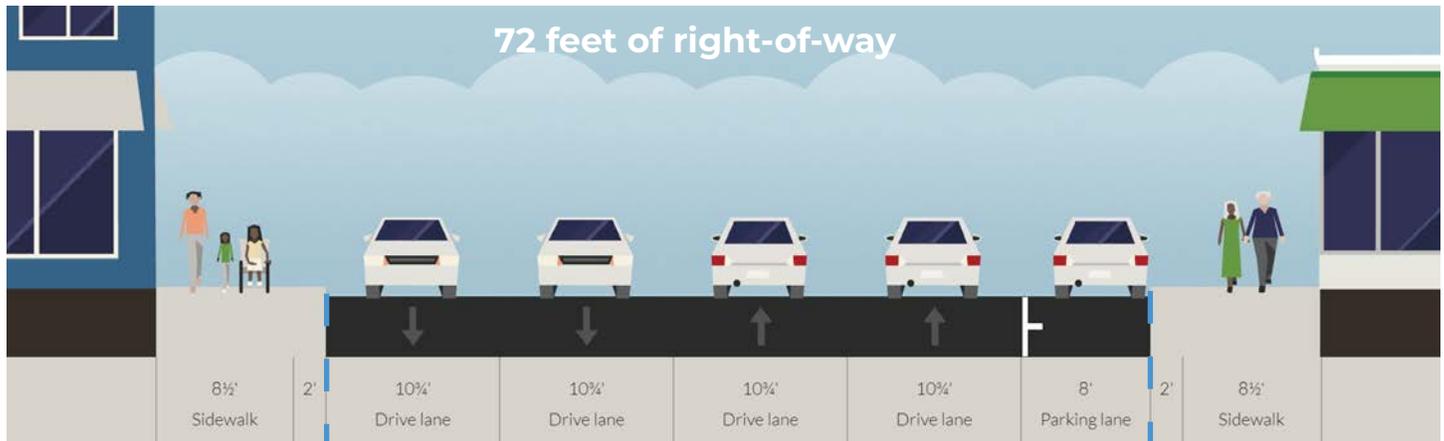
**Ongoing Efforts:** TCRPC is conducting a Forest Hill Boulevard Complete Streets Corridor Plan. The City of West Palm Beach is conducting a South Dixie Corridor Master Plan from Albemarle Road to Okeechobee Boulevard to incorporate complete street improvements.

**Local Preference:** The City of West Palm Beach is working with FDOT to implement a complete street project from Albemarle Road to Okeechobee Road that will provide wider sidewalks, lower vehicle speeds and sharrows to promote bicycle visibility in lieu of the proposed recommendations.

# Belvedere Road to Okeechobee Boulevard

Roll Plot No. 40-41

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C5-Urban Center

**Existing Speed Limit:** 35 mph

**Length:** 1.0 mile

**Projected 2040 Max Peak Hour Traffic**

**Volume:** 1,300 vphpd

**Proposed Recommendations:** Full reconstruction and lane repurposing from 4L to 3L; add sharrows; add wider sidewalks on west side, add on-street parking on the east side alternating with landscape bulb-outs/street trees

**Proposed Speed Limit:** 25 mph

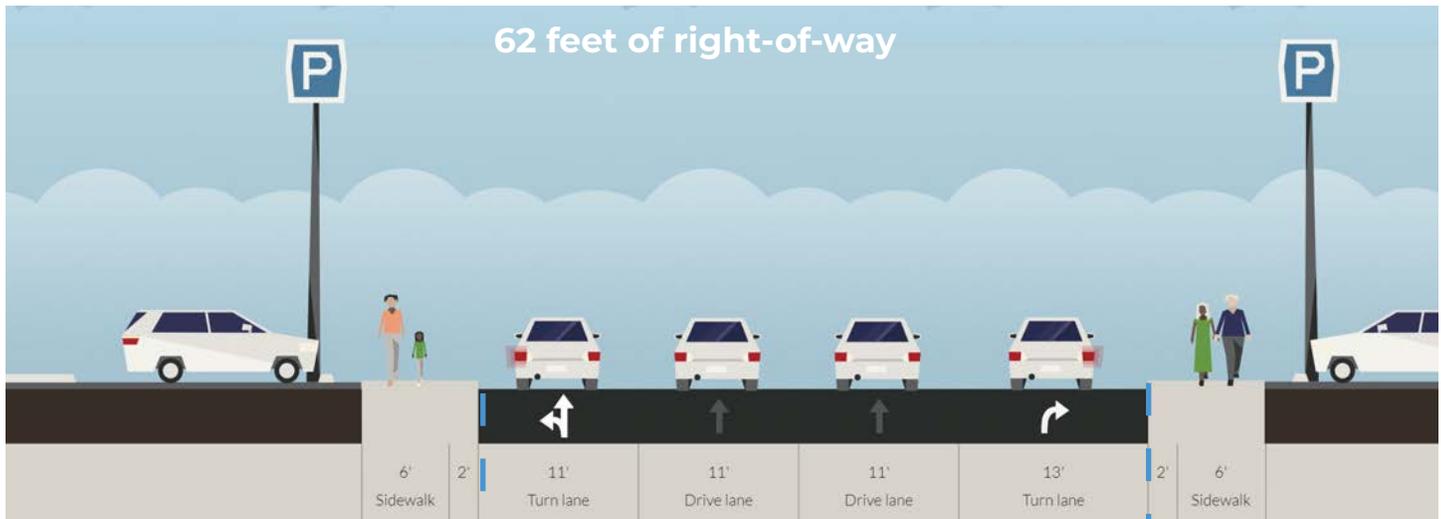
**Ongoing Efforts:** The City of West Palm Beach is conducting a South Dixie Corridor Master Plan from Albemarle Road to Okeechobee Road to incorporate complete street improvements.

**Local Preference:** The City of West Palm Beach is working with FDOT to implement a complete street project from Albemarle Road to Okeechobee Road that will provide wider sidewalks, lower vehicle speeds and sharrows to promote bicycle visibility in lieu of the proposed recommendations.

# Okeechobee Boulevard/Lakeview Avenue pair

Roll Plot No. 41

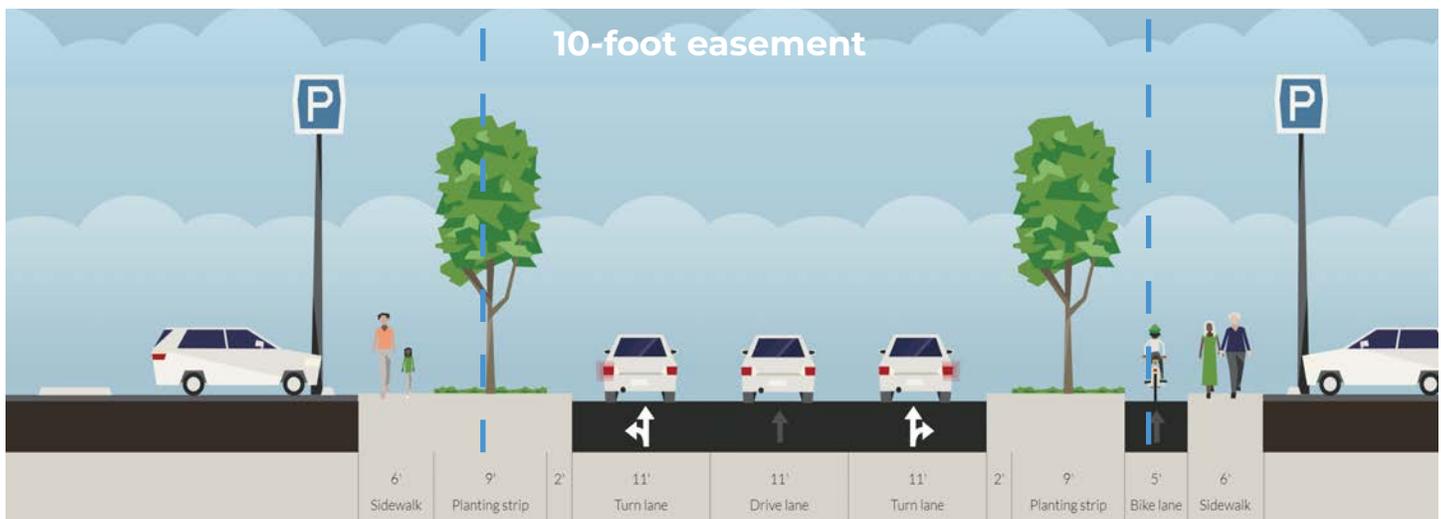
## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C6-Urban Core

**Existing Speed Limit:** 35 mph

**Length:** 0.1 miles

**Projected 2040 Max Peak Hour Traffic**

**Volume:** 1,700 vphpd

**Ongoing Efforts:** The City of West Palm Beach is conducting a Mobility Plan. There is the potential for private redevelopment of “The Tent Site,” which is anticipated to include a multimodal terminal.

**Proposed Recommendations:** Partial reconstruction and lane repurposing from 4L to 3L with separated bicycle lanes; obtain 10-foot easement for sidewalk and furnishing zone with street trees adjacent to redevelopment site with proposed multimodal terminal

# Okeechobee Boulevard to Clematis Street

Roll Plot No. 41-42

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C5-Urban Center & C6-Urban Core

**Existing Speed Limit:** 30 mph

**Length:** 0.5 miles

**Projected 2040 Max Peak Hour Traffic**

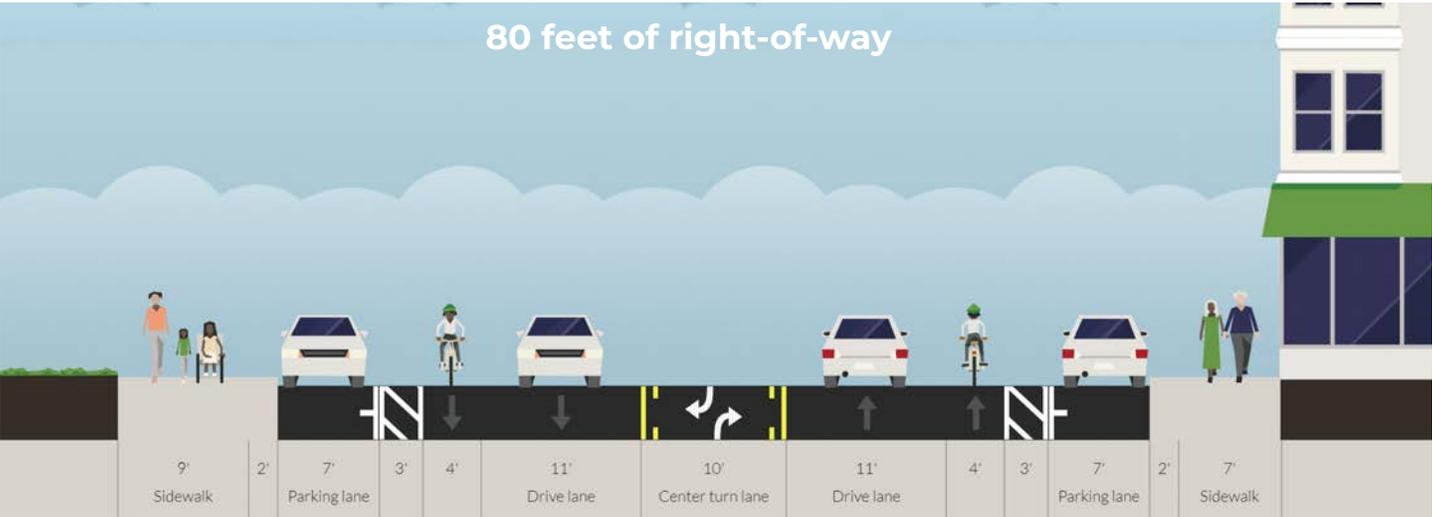
**Volume:** 1,100 vphpd

**Proposed Recommendations:** Partial reconstruction and lane repurposing from 4L to 2L with left-turn lanes at intersections; add separated bicycle lanes

# Clematis Street to 3<sup>rd</sup> Street

Roll Plot No. 42-43

Existing/Proposed



**FDOT Context Classification:** C6-Urban Core

**Length:** 0.2 miles

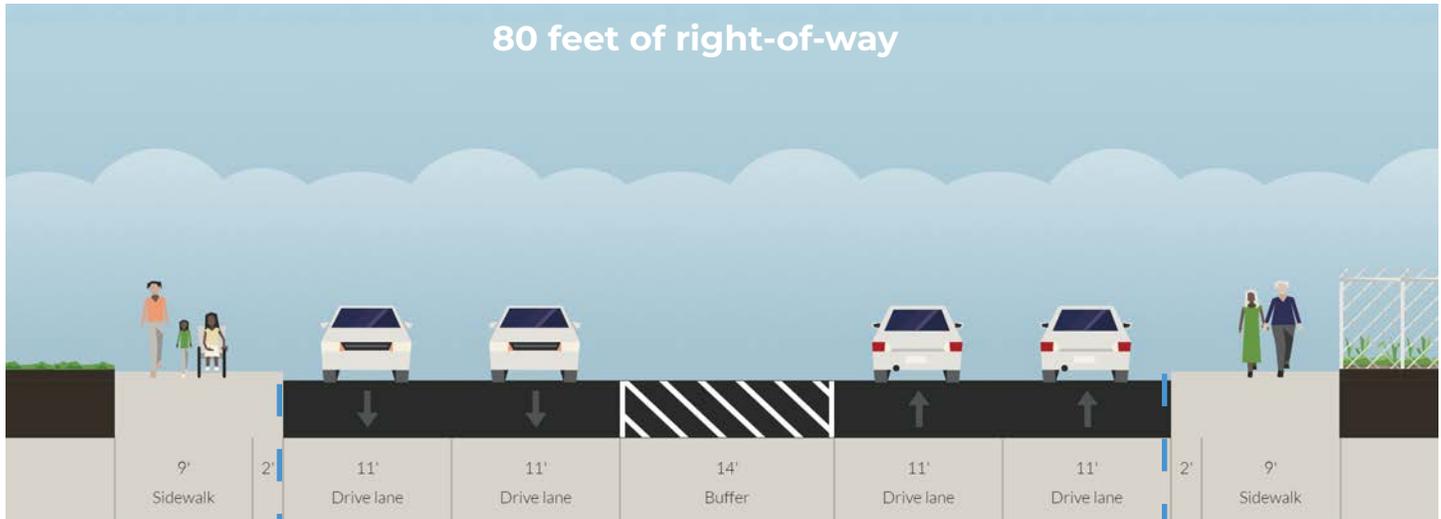
**Existing Speed Limit:** 30 mph

**The proposed typical section has no recommended changes.**

# 3<sup>rd</sup> Street to N Dixie Highway/Quadrille Street

Roll Plot No. 43

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C5-Urban Center

**Existing Speed Limit:** 30 mph

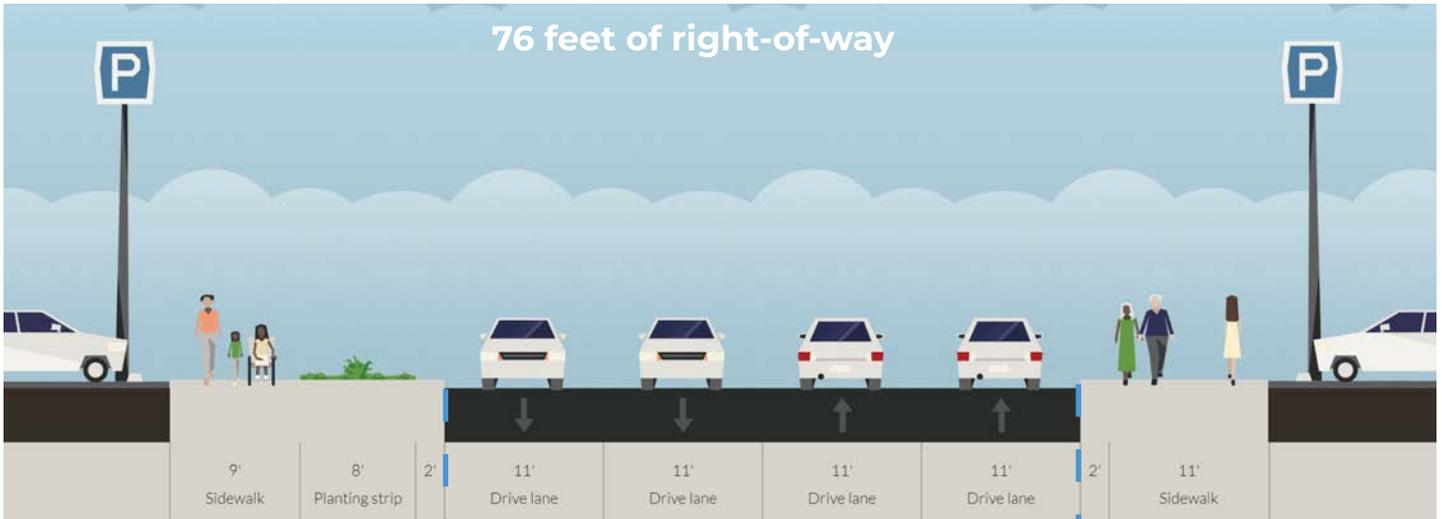
**Length:** 0.2 miles

**Proposed Recommendations:** Lane repurposing from 4L to 2L; add separated bicycle lanes and furnishing zones with street trees.

# N Dixie Highway/Quadrille Street to 25<sup>th</sup> Street

Roll Plot No. 43-45

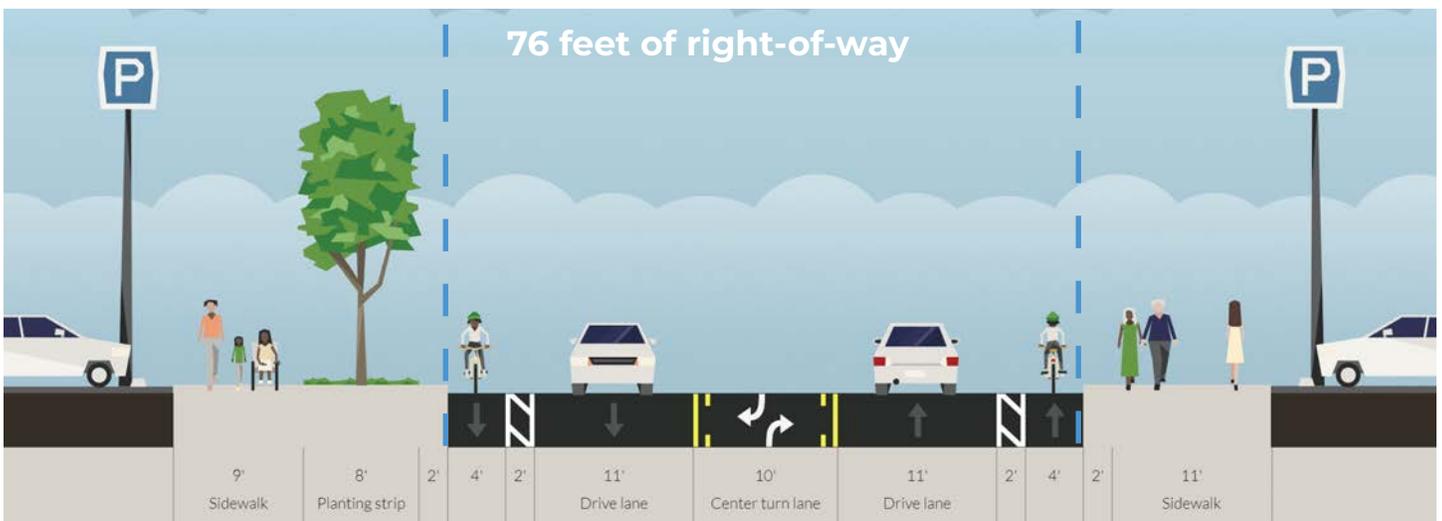
## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C5-Urban Center

**Existing Speed Limit:** 30 mph

**Length:** 1.2 miles

**Projected 2040 Max Peak Hour Traffic**

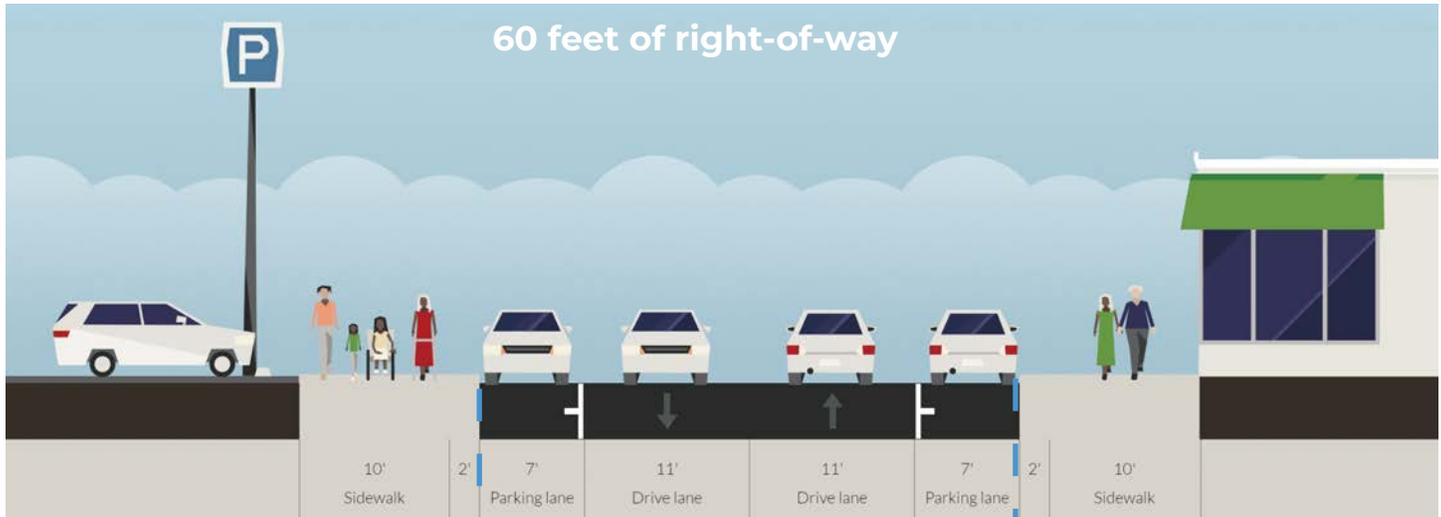
**Volume:** 1,000-1,100 vphpd

**Proposed Recommendations:** Resurfacing and lane repurposing from 4L to 3L; add buffered bicycle lanes and street trees

# 24<sup>th</sup>/25<sup>th</sup> Street from Poinsettia Avenue to Broadway Avenue

Roll Plot No. 45

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C5-Urban Center

**Existing Speed Limit:** 30 mph

**Length:** 0.3 miles

**Proposed Recommendations:** Shared-lane markings and street trees

Roll Plot No. 45-48

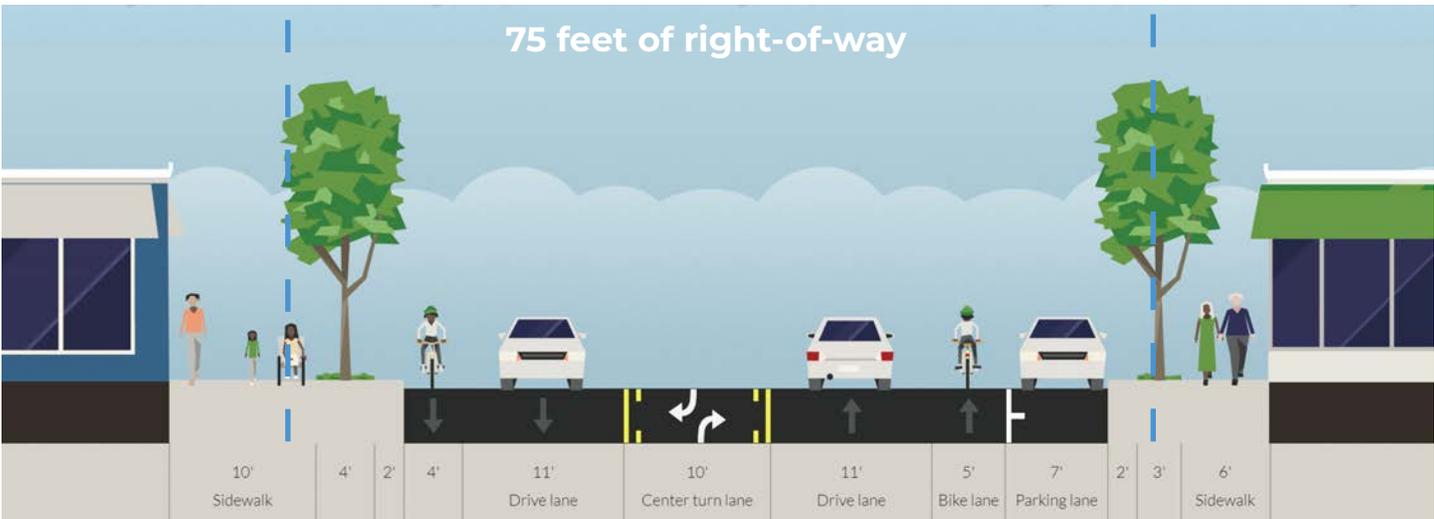
Existing



Existing Edge of Pavement

Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C5-Urban Center

**Existing Speed Limit:** 35 mph

**Length:** 1.9 miles

**Projected 2040 Max Peak Hour Traffic**

**Volume:** 1,300 vphpd

**Proposed Recommendations:** Full reconstruction and lane repurposing from 4L to 3L; add shared-use path on the west side, furnishing zones, conventional bicycle lanes, and on-street parking

**Ongoing Efforts:** The City of West Palm Beach is preparing a Broadway Lane Elimination Study from 25<sup>th</sup> Street to 42<sup>nd</sup> Street to incorporate complete streets improvements. The City has received a partially-funded SUN Trail grant for a shared use path.

# Section 5: Riviera Beach, Lake Park, and North Palm Beach

## Existing Conditions

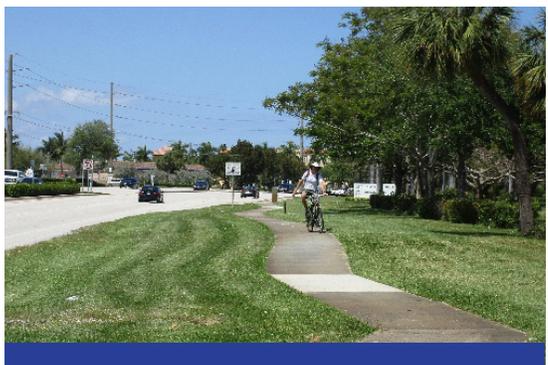
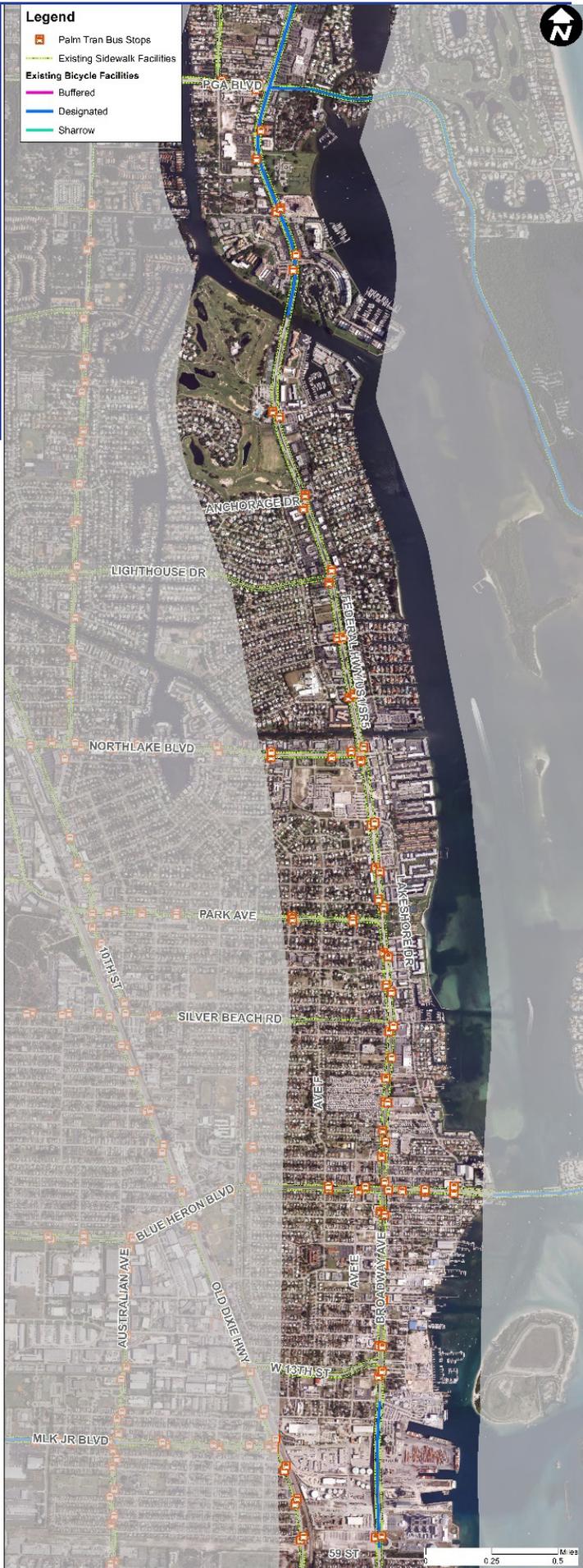
- Riviera Beach – 4-lane divided roadway
- Lake Park – 4-lane undivided roadway with center turns
- North Palm Beach – 6-lane divided roadway (south)
- North Palm Beach – 4-lane divided roadway (north)
- Continuous sidewalks
- Mostly no bicycle facilities
- Little shade on the sidewalks
- Sidewalk improvements have been made through Riviera Beach which includes textured crosswalks and periodic brick improvements in sidewalk

## HIA FAST FACTS

- Riviera Beach Population: 15,600 Residents
- 20% is in poverty
- 46% have high hypertension
- 34% are diagnosed with obesity
- 10% are diagnosed with asthma
- High percentage of disabled residents
- Lake Park Population: 7,400 Residents
- 33% are diagnosed with obesity
- 9% are diagnosed with asthma
- High percentage of disabled residents



**Section 5 contains Roll Plot No. 49-57. Specific Roll Plot No. for Individual Typical Sections are listed on the following pages.**

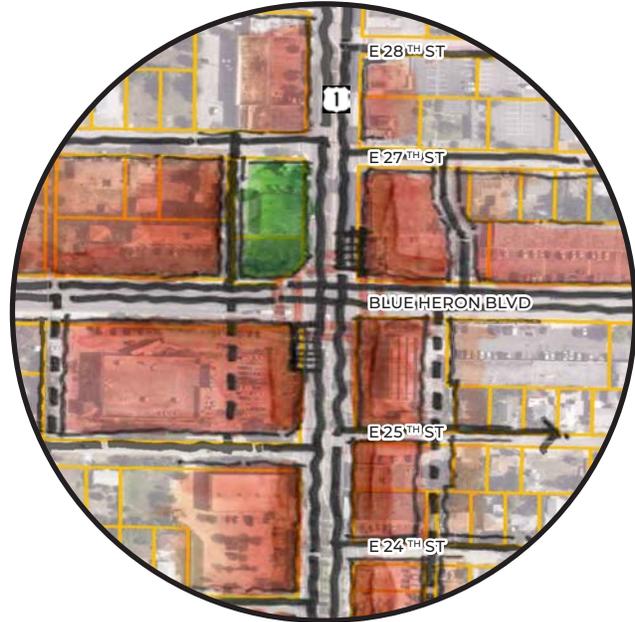


# CITY OF RIVIERA BEACH

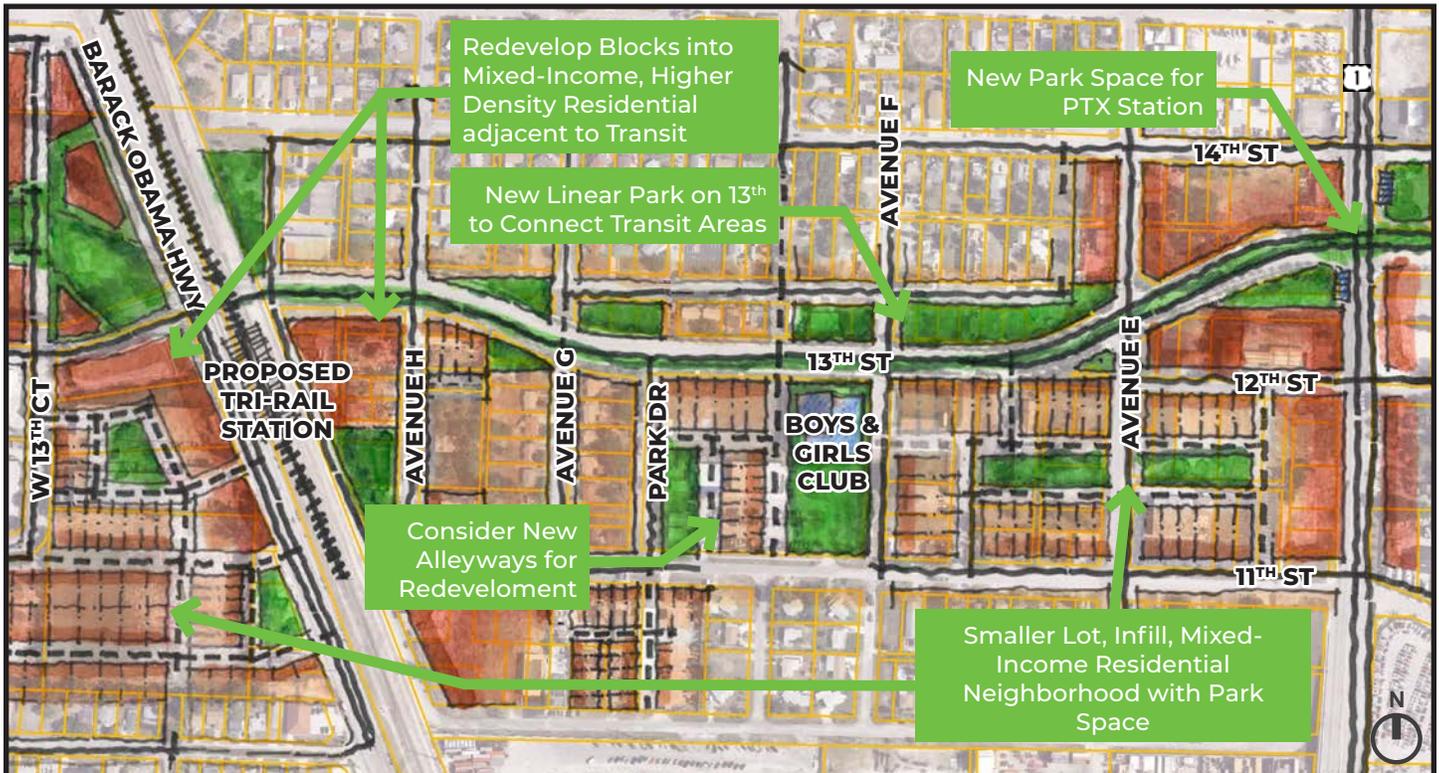
## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### BLUE HERON BLVD

- New PTX stations located within US-1 ROW on each direction
- Create new park in northwest corner as gateway and stormwater management
- New mixed-use fronting proposed park
- Focus on pedestrian crossings between PTX station locations
- Examine new alley parallel to US-1 for loading and access management



BLUE HERON BLVD



### 13TH STREET

# TOWN OF LAKE PARK



**PARK AVE**

## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### PARK AVE

- New redevelopment, as per Lake Park's Master Plan, should be a mix of uses, including higher density residential
- PTX stations at Kelsey Park and adjacent historic properties
- Examine adding a parallel street between US-1 and Lake Shore Drive for traffic distribution and walkability
- Examine adding an alley west of US-1 for fronting properties to assist with the block transition into existing neighborhoods

### LEGEND

	New Street		New Park Space
	Pedestrian Connection		New Mixed-Use
	Proposed PTX Location		New Residential

# VILLAGE OF NORTH PALM BEACH

## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### ALT AIA

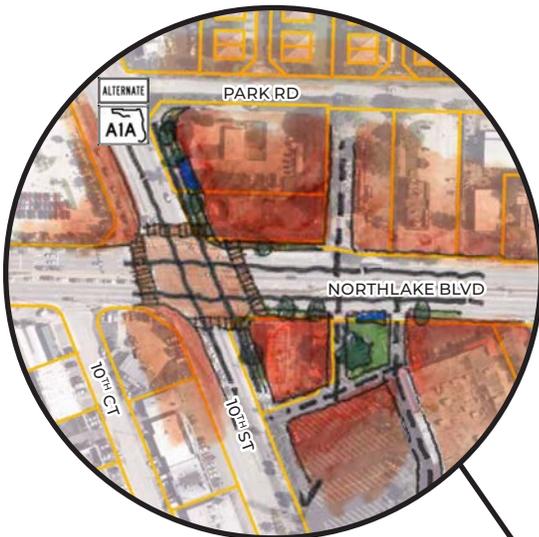
- Utilize portion of parking areas for new park/green space at PTX station
- Redevelop northeast block into mixed-use, residential fronting PTX park area
- Enhance pedestrian crossings

### NORTHLAKE BLVD

- Redevelop shopping center as new Town Center mixed-use project with higher density residential units and walkable block sizes
- Build on Olmsted Brothers legacy in Lake Park with connected park/green spaces that also function as stormwater areas.
- Connect to adjacent neighborhoods to the south and west

### LEGEND

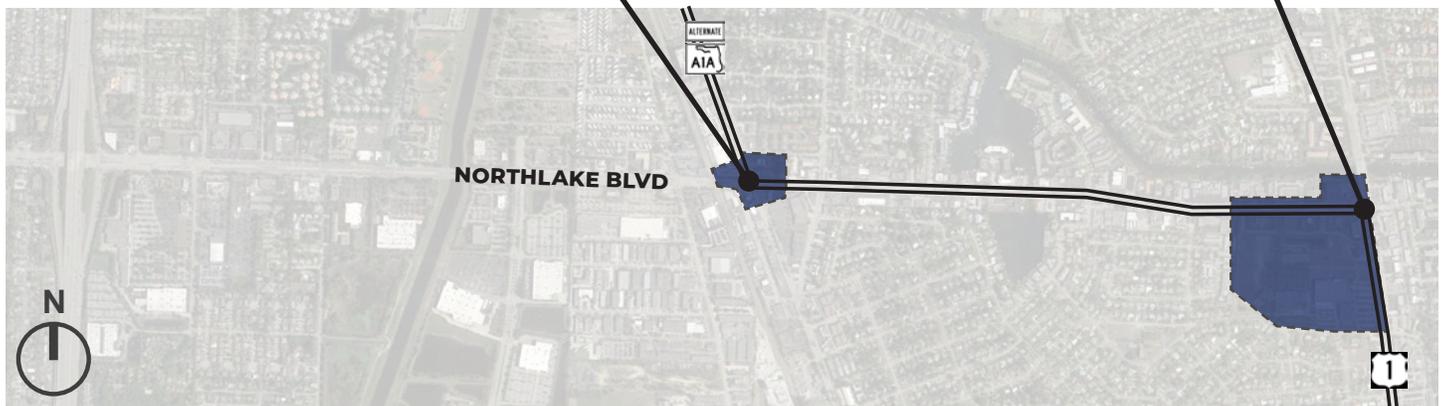
-  New Street
-  Pedestrian Connection
-  Proposed PTX Location
-  New Park Space
-  New Mixed-Use
-  New Residential



ALT AIA



NORTHLAKE BLVD



# CITY OF PALM BEACH GARDENS

## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### BURNS RD

- Enhance pedestrian crossings

### LAKE VICTORIA GARDENS BLVD

- Enhance pedestrian crossing

### PALM BEACH STATE COLLEGE

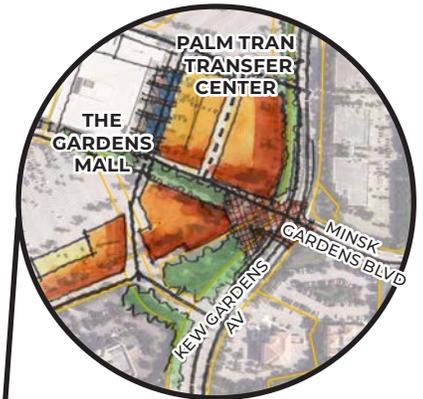
- Enhance pedestrian crossings
- Connect to campus buildings from PTX station

### THE GARDENS MALL TRANSFER CENTER

- Utilize portions of existing parking lot for new connection to Minsk Gardens Blvd
- Redevelop portions of existing parking lot for mixed-use, residential blocks with street-fronting buildings
- Incorporate transfer center into redevelopment

### PGA BLVD

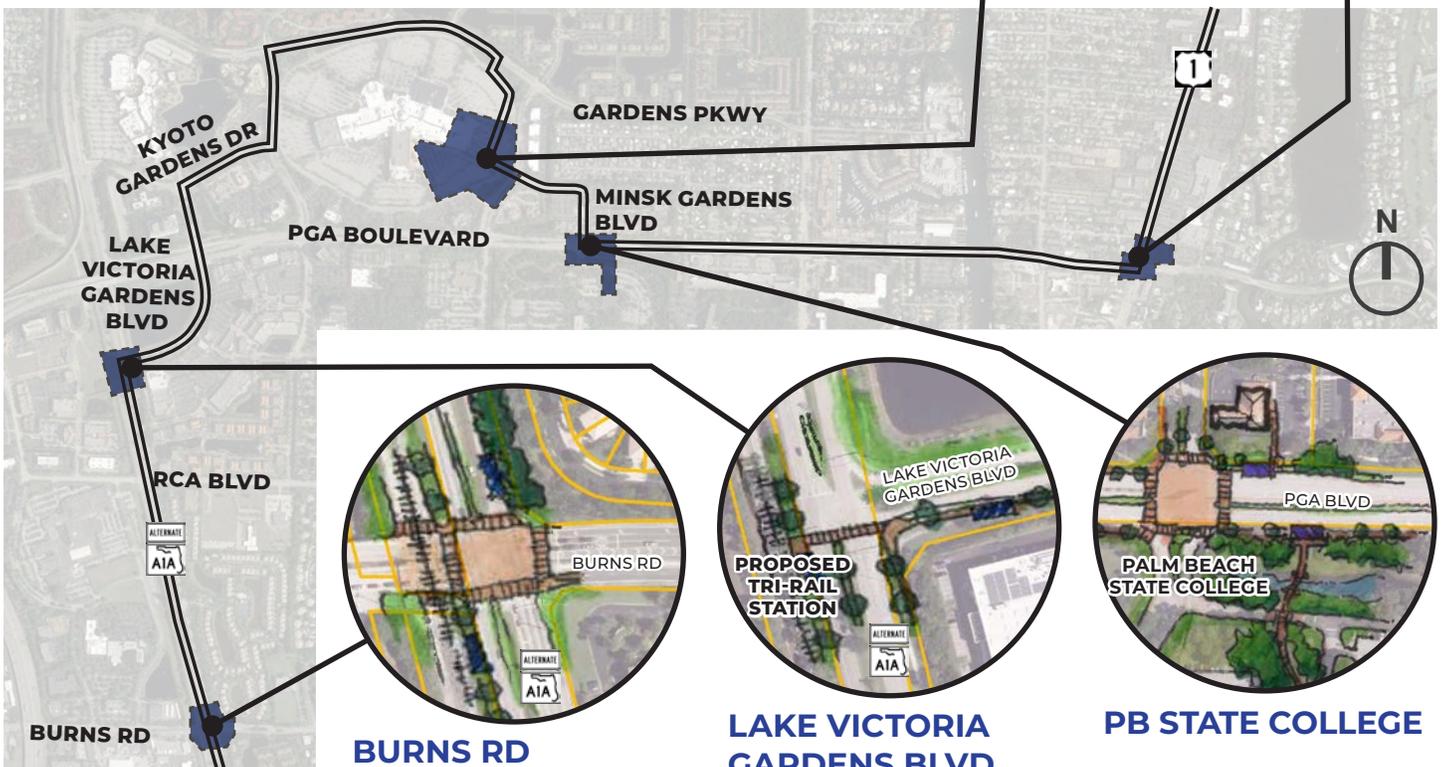
- Enhance pedestrian crossings
- Add park/green space at PTX stations
- Utilize portion of Publix parking area for mixed-use redevelopment fronting on PTX park area



**THE GARDENS MALL TRANSFER CENTER**



**PGA BLVD**



**BURNS RD**

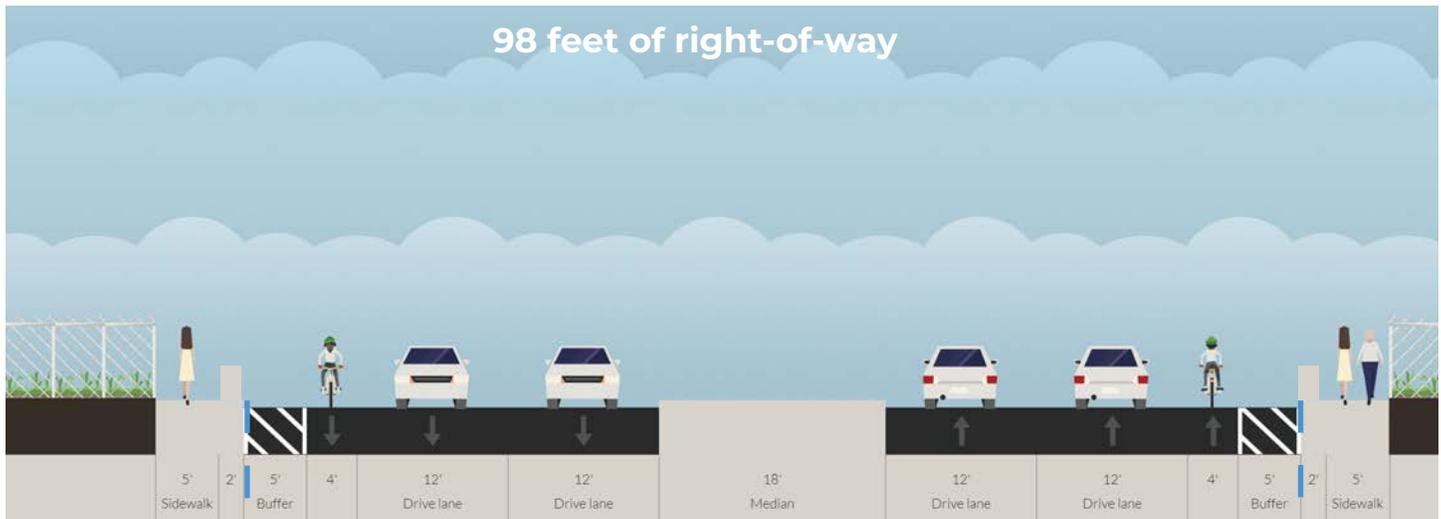
**LAKE VICTORIA GARDENS BLVD**

**PB STATE COLLEGE**

# 59<sup>th</sup> Street to 11<sup>th</sup> Street

Roll Plot No. 49

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General

**Proposed Recommendations:** Add separated bicycle lanes

**Existing Speed Limit:** 35 mph

**Length:** 0.6 miles

# 11<sup>th</sup> Street to Silver Beach Road

Roll Plot No. 49-52

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General

**Existing Speed Limit:** 35 mph

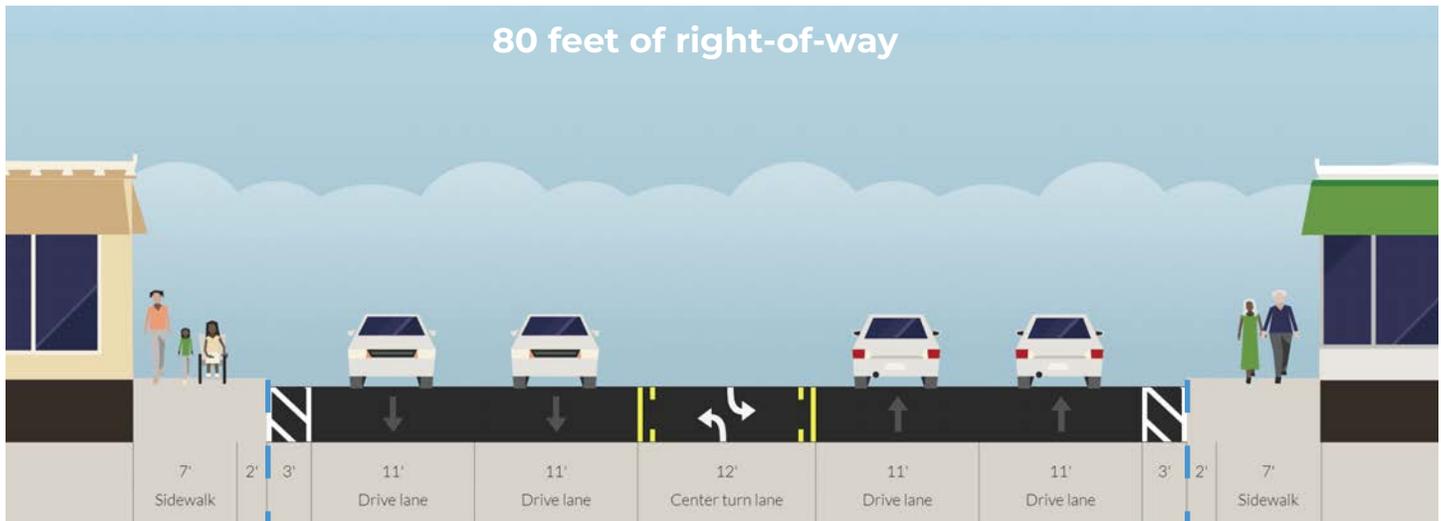
**Length:** 1.4 miles

**Proposed Recommendations:** Partial reconstruction (inside widening); add conventional bicycle lanes

# Silver Beach Road to Palmetto Drive

Roll Plot No. 52-53

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General

**Existing Speed Limit:** 35 mph

**Length:** 0.8 miles

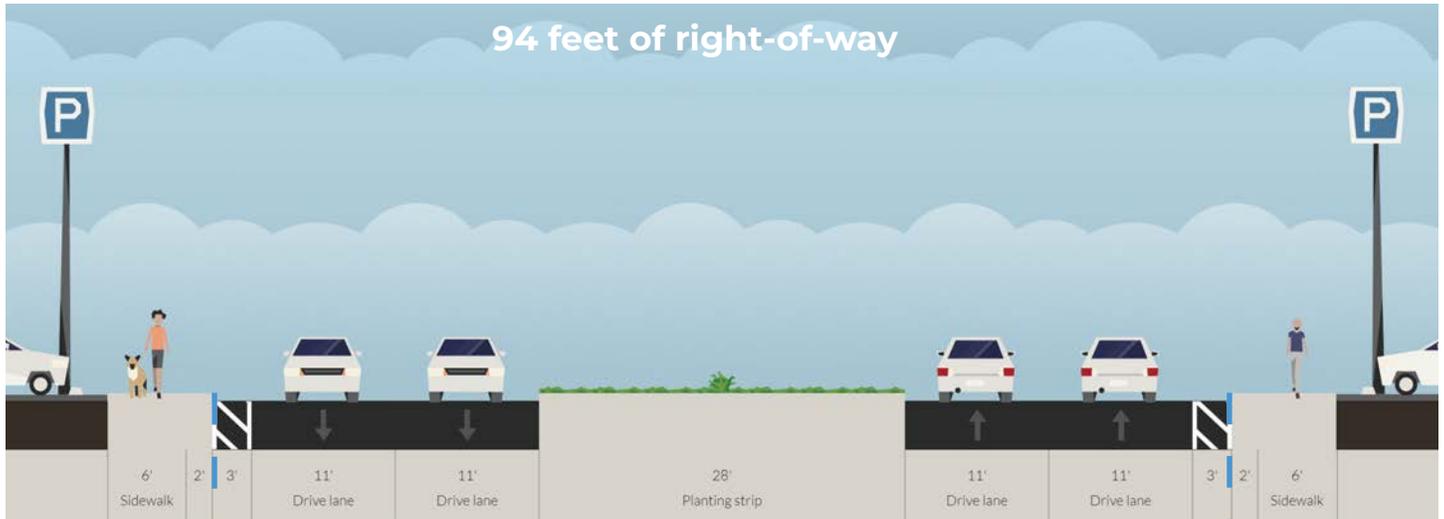
**Ongoing Efforts:** The Town of Lake Park is considering options for a mixed-use corridor that will enhance pedestrian, bicycle, and vehicular accessibility and connectivity. Recent proposed modifications include pedestrian and on-street parking improvements that may occur in setbacks as properties redevelop.

**Proposed Recommendations:** Partial reconstruction with conventional bicycle lanes

# Palmetto Drive to Northlake Boulevard

Roll Plot No. 53

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C4-Urban General

**Existing Speed Limit:** 35 mph

**Length:** 0.3 miles

**Proposed Recommendations:** Resurfacing with conventional bicycle lanes added through lane width narrowing

# Northlake Boulevard to NPB Drawbridge

Roll Plot No. 53-56

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C3-Suburban

**Existing Speed Limit:** 35-40 mph

**Length:** 1.7 miles

**Projected 2040 Max Peak Hour Traffic Volume:** 1,700 vphpd

**Ongoing Efforts:** The Village of North Palm Beach is reviewing implementation strategies related to the Village of North Palm Beach Master Plan, which includes recommendations to reduce

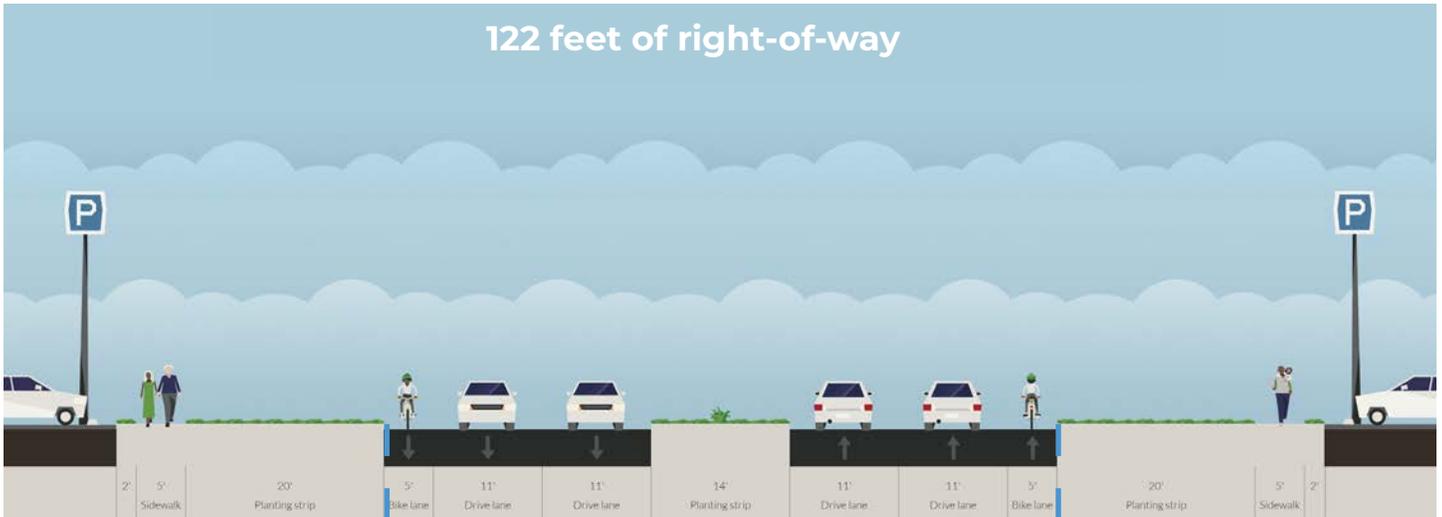
the lane width of US-1 from six to four lanes and add buffered bicycle lanes. The Village is also developing a zoning code to implement the Master Plan recommendations.

**Proposed Recommendations:** Resurfacing with lane repurposing from 6L to 4L; add separated bicycle facilities and furnishing zones with street trees

# NPB Drawbridge to PGA Boulevard

Roll Plot No. 56-57

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C3-Suburban

**Existing Speed Limit:** 40-45 mph

**Length:** 0.9 miles

**Ongoing Efforts:** The Village of North Palm Beach is reviewing implementation strategies related to the Village of North Palm Beach Master Plan, which includes recommendations to reduce the lane width of US-1 from six to four lanes and add buffered bicycle lanes. The Village is also developing

a zoning code to implement the Master Plan recommendations.

**Proposed Recommendations:** Shoulder widening to add separated bicycle lanes; add furnishing zones with street trees

# Section 6: Juno Beach, Jupiter, and Palm Beach Gardens

## Existing Conditions

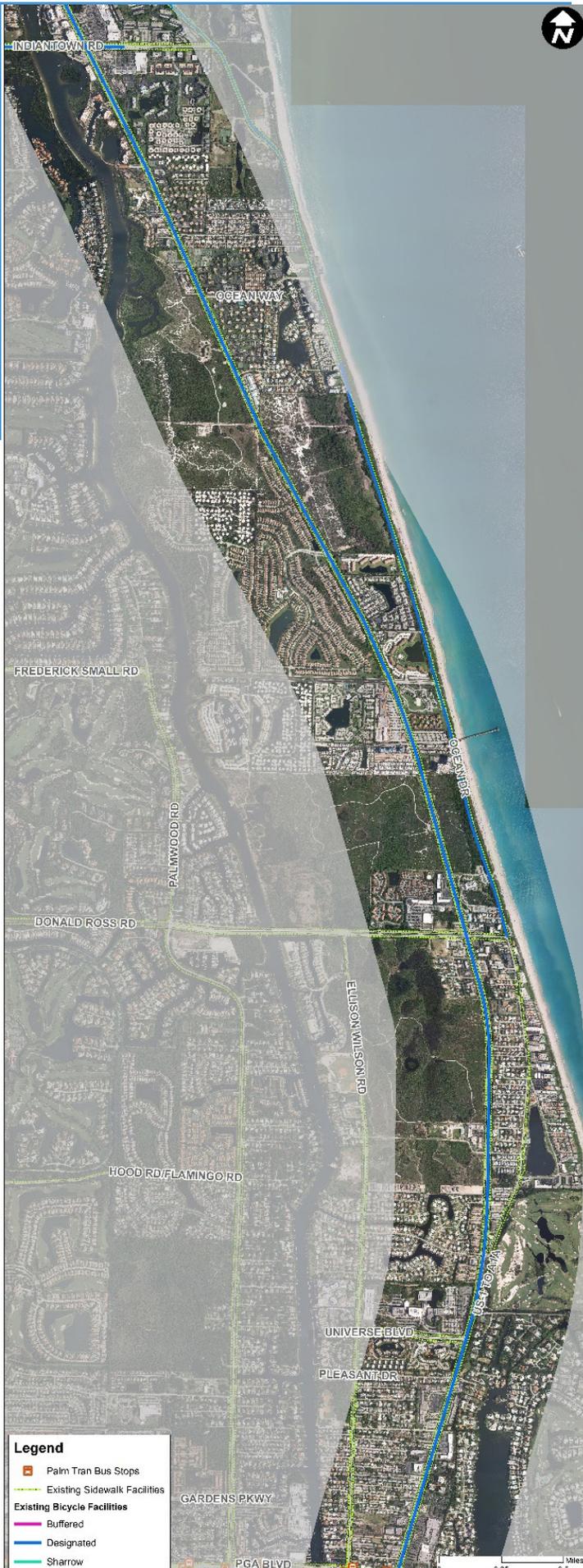
- No existing Palm Tran service on US-1 north of PGA Boulevard
- Continuous sidewalks
- Conventional bicycle lanes
- Passes through Jupiter Dunes Natural Area and Jupiter Ridge Natural Area
- Long turn lanes
- Lower density of driveways than other sections of US-1

## HIA FAST FACTS

- Juno Beach Population within Corridor: 4,736
- 52% have high hypertension
- Palm Beach Gardens Population within Corridor: 8,259
- 27% are diagnosed with obesity
- High percentage of residents over the age of 65
- Jupiter Population within Corridor: 17,533
- 25% have had a stroke
- High percentage of residents over the age of 65



**Section 6 contains Roll Plot No. 57-68. Specific Roll Plot No. for Individual Typical Sections are listed on the following pages.**



# TOWN OF JUNO BEACH

## CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

### DONALD ROSS RD

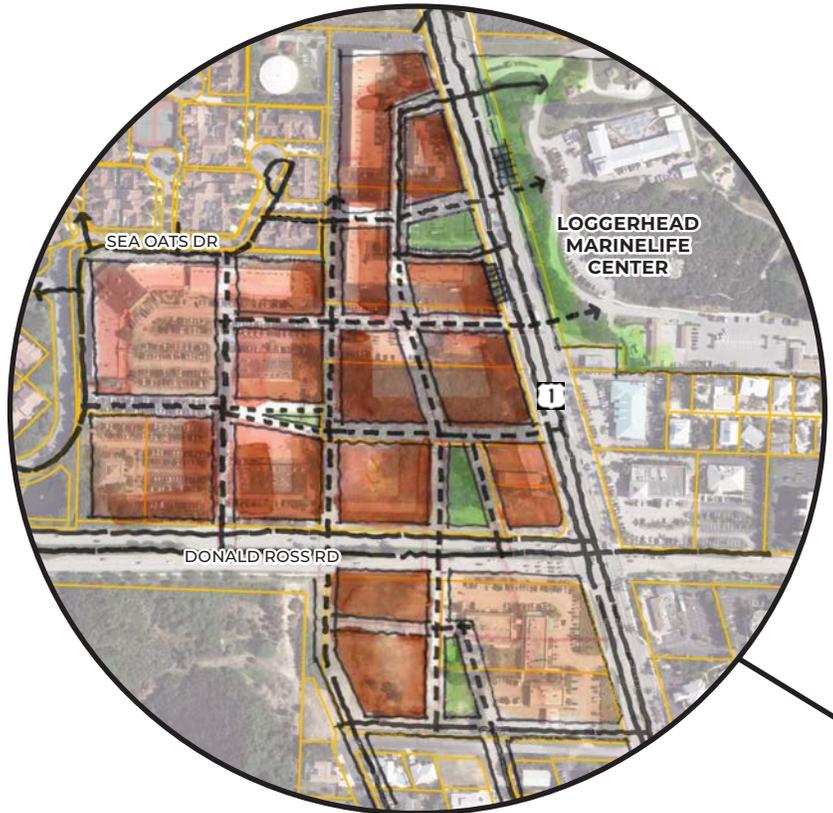
- Redevelop shopping center as new Town Center mixed-use project with higher density residential units, walkable block sizes, and street-fronting buildings
- Incorporate green/park space, green space should also function for stormwater management
- Connect to adjacent neighborhoods to the west
- Locate PTX station adjacent to the Loggerhead Marinelife Center and connect to new Town Center with mid-block crossing or signalize crossing

### SEMINOLE TOD

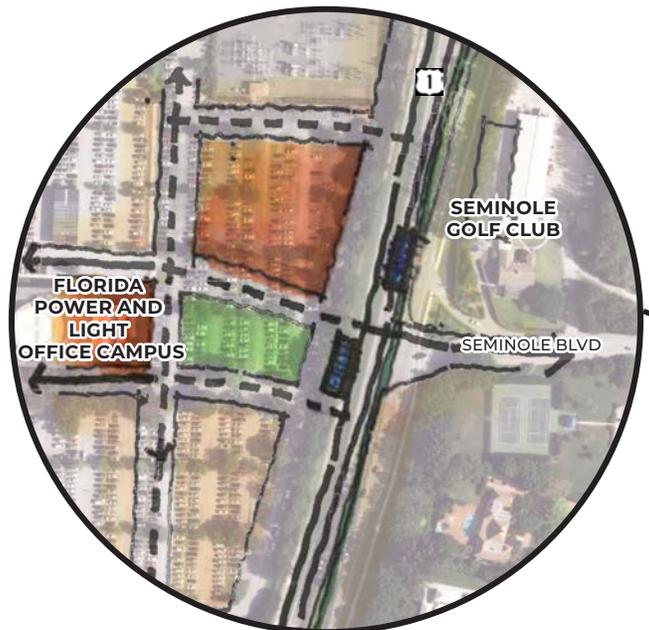
- New PTX station adjacent to Seminole Boulevard with mid-block crossing
- PTX station should connect to pedestrian walk/open space to FPL office campus
- Consider new mixed-use with garage parking on existing parking lots with street-fronting buildings
- Green/Park space as "gateway" to FPL campus

### LEGEND

	New Street		New Park Space
	Pedestrian Connection		New Mixed-Use
	Proposed PTX Location		New Residential

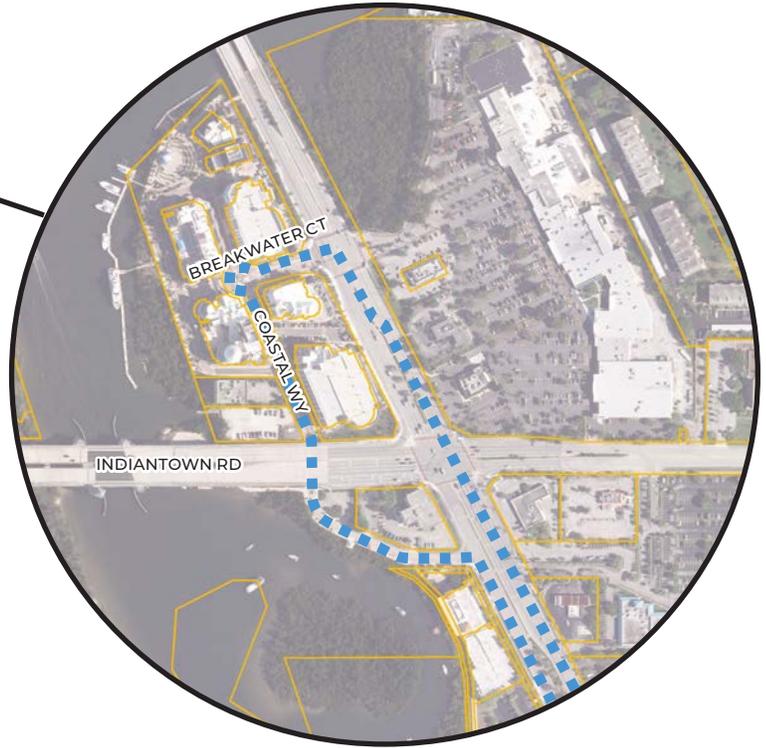


**DONALD ROSS RD/MARINELIFE CENTER**



**SEMINOLE/FPL**

# TOWN OF JUPITER



## JUPITER/HARBOURSIDE PLACE

### CONCEPTUAL OPPORTUNITY AREAS AT A GLANCE:

#### HARBOURSIDE PLACE

- Route new PTX path to circle through existing development, under Indiantown Road, and back onto US-1

# PGA Boulevard to Ocean Drive

Roll Plot No. 57-60

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C1-Natural & C3-Suburban

**Existing Speed Limit:** 45 mph

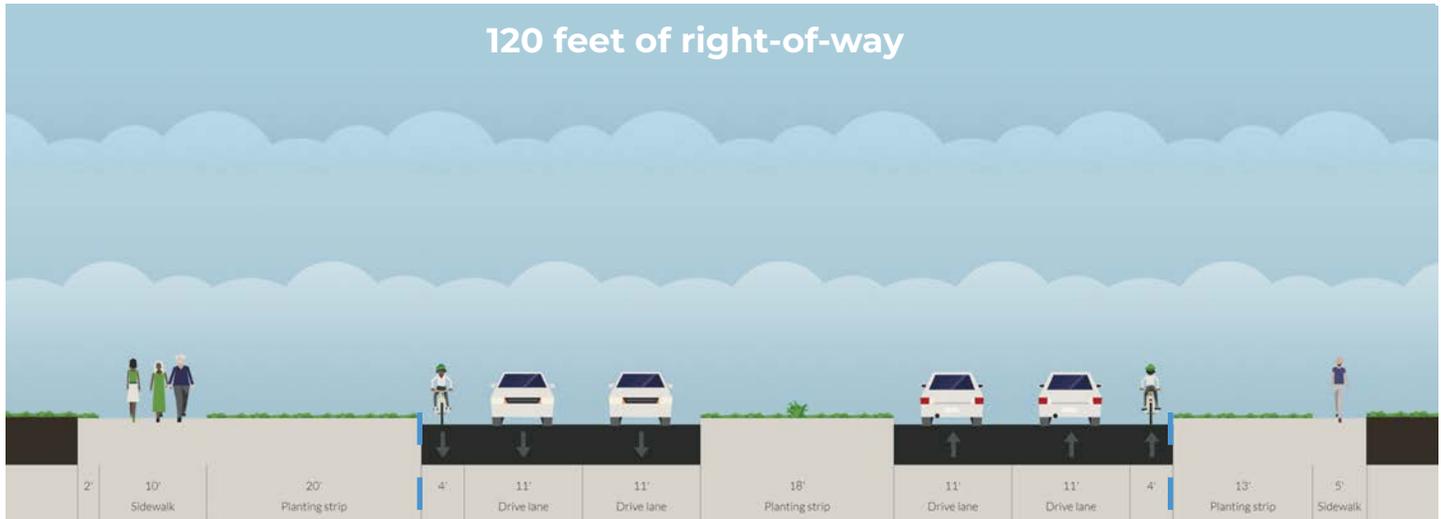
**Length:** 1.2 miles

**Proposed Recommendations:** Partial reconstruction on the east side with two-way separated bicycle lanes on the east side only; shoulder widening on the west side to add buffered bicycle lane; add furnishing zones with street trees

# Ocean Drive to Indiantown Road

Roll Plot No. 60-68

## Existing



Existing Edge of Pavement

## Proposed

Existing Edge of Pavement



**FDOT Context Classification:** C1-Natural & C3-Suburban

**Existing Speed Limit:** 45 mph

**Length:** 5.4 miles

**Proposed Recommendations:** Shoulder widening with separated bicycle lanes; add furnishing zones with street trees

# HIA

## Recommendations

The proposed US-1 Multimodal Corridor Study improvements could catalyze significant transportation, land use, education/enforcement and policy changes that can help address the access, health, safety, and economic challenges of the corridor.

Two primary actions must take place in coordination with additional secondary recommendations from the HIA. The primary actions are summarized below and the recommended secondary recommendations can be found in Appendix A.

### PRIMARY RECOMMENDATIONS

**1. Palm Tran, Palm Beach TPA, and other funding partners should advance Bus Rapid Transit along the US-1 corridor to implementation by funding capital and operations for the service**

- A. Lead agency – Palm Tran
- B. Partnering agencies – Palm Beach TPA, municipalities along US-1 corridor

**2. The Palm Beach TPA, FDOT, and other partnering agencies should implement Complete Streets enhancements (bicycle and pedestrian improvements) along the US-1 corridor**

- A. Lead agency – Palm Tran
- B. Partnering agencies – FDOT and municipalities along US-1 corridor

### WHY?

#### **Opportunity to increase economic development and redevelopment**

The reductions in travel time and the improvements in quality of service associated with implementation of a new transit line [such as BRT] often get capitalized into land value, as residents and businesses are willing to pay a premium to be closer to transit stations.<sup>30</sup> In addition, for every dollar invested in public transportation, four dollars are generated in economic returns.<sup>31</sup> There are pockets of the US-1 corridor that contain large clusters of vacant and underutilized land (where building on the land is worth less than 40% of land + building) that represent opportunities to enhance the walkability and economic development around US-1 BRT stations, as demonstrated by the station demonstration area assessments at US-1 and NE 20<sup>th</sup> Street (in Boca Raton), Palm Beach Lake Boulevard (in West Palm Beach), and W 13<sup>th</sup> Street (in Riviera Beach). In addition, low-wage households (earning \$20,000 to \$35,000) living far from employment centers spend 37% of their incomes on transportation. In neighborhoods well served by public transportation, families spend an average of 9%.

<sup>30</sup> Aileen Carrigan, "Social, Environmental, and Economic Impacts of BRT Systems," (2013).

<sup>31</sup> APTA, "Open for Business: The Business Case for Investment in Public Transportation," (2015).

<sup>32</sup> Aileen Carrigan, "Social, Environmental, and Economic Impacts of BRT Systems," (2013).

<sup>33</sup> Todd Litman, "Evaluating Public Transportation Health Benefits," (2010).

<sup>34</sup> Irwin Redlener, MD, "The Growing Health Care Access Crisis for American Children," (2006).

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**Opportunity to increase access to healthy food sources and health care**

Residents with greater access to supermarkets or a greater abundance of healthy foods in neighborhood food stores consume more healthy food and have lower rates of diet-related diseases than their counterparts in neighborhoods lacking food access.<sup>32</sup> High quality public transit increases access to healthy foods and goods, especially for physically or economically disadvantaged.<sup>33</sup> The vulnerable populations in Boynton Beach and Riviera Beach could greatly benefit from the addition of a BRT line by providing them faster access to the healthy food sources. Care should be taken to make sure the BRT stations placed in these areas can connect to these low food access tracts. Lack of access to transportation could reduce health care utilization among children, seniors, low-income people, and people with disabilities. In fact, 4% of US children (3.2 million in total) missed a health care visit or did not schedule a visit during the preceding year because of transportation restrictions.<sup>34</sup> As part of the US-1 BRT evaluation, health care access was considered and stations were placed in close proximity to major hospitals and health care clinic clusters along the corridor.

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**Opportunity to improve health outcomes like depression, chronic illness, and obesity**

Premium transit options (such as BRT) and Complete Streets improvements (such as connected sidewalks and bicycle lanes) have a high potential to affect physical activity habits, especially those of auto-oriented communities. As copious amounts of research suggests, increases in physical activity is associated with depression, diabetes, hypertension, and obesity.<sup>35</sup> While most Americans report an average of 6 minutes of walking per day, public transit riders report an average of 19 minutes of walking per day.<sup>36</sup> The enhanced nature of a BRT system also makes a difference, as BRT riders report higher average walking distances than local bus riders.<sup>37</sup> Research suggests that obesity, diabetes, hypertension, and obesity rates tend to be inversely related to use of alternative modes like walking, cycling, and public transit.<sup>38</sup> A 2001 study showed that women who partook in little to no physical activity were twice as likely to have depressive symptoms than women with moderate to high levels. Researchers have also observed a 42 percent lower risk of hypertension among those who moved from low- to high-walkability neighborhood.<sup>39</sup>

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**Opportunity to improve cyclist and pedestrian safety**

BRT and Complete Streets improvements have the potential to decrease cyclist and pedestrian injuries and fatalities. It is assumed that these improvements would result in increased walking and biking activity. Motorists have been seen adjust their behavior in the increased presence of people walking and bicycling.<sup>40</sup> A research report on the SAFETY effects of protected bicycle lanes in multiple locations around the country found that 79% of cyclists found the protected bicycle lanes to increase the safety of bicycling on the street.<sup>41</sup>

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<sup>35</sup> Mallory Atkinson, "The Mental Health Benefits of Walking," (June 2008).

<sup>36</sup> Todd Litman, "If Health Matters," (April 2014).

<sup>37</sup> K. Day, "Does Bus Rapid Transit Promote Walking? An Examination of New York City's Select Bus Service," (2014).

<sup>38</sup> Todd Litman, "If Health Matters," (April 2014).

<sup>39</sup> Maria Chiu, "Moving to a Highly Walkable Neighborhood and Incidence of Hypertension," (2015).

<sup>40</sup> P L Jacobsen, "Safety in Numbers: More Walkers and Bicyclists, Safer Walking and Bicycling," (April, 2004).

<sup>41</sup> Chris Monsere, "Lessons from the Green Lanes: Evaluating Protected Bike Lanes in the U.S.," (June 2014).

# HIA Demonstration Areas

Analyzing specific target demonstration areas in more detail can help provide insights on how the new transit investment and varying land use patterns can impact community health. The HIA Working Group and Study Team selected three demonstration areas that were previously identified during the US-1 Multimodal Corridor Study as “Opportunity Areas.”

For each demonstration area, the Study Team conducted a review of existing land use conditions, along with transit and demographic makeup and developed illustrative concepts of potential future land use scenarios within a half-mile of the potential station. Two future scenarios were developed for each target area: an interim, short-term scenario, and longer-term development scenario. The future scenarios illustrate how access to premium transit may influence development patterns and densities. Each target demonstration area was evaluated based on how well the various health indicators perform compared to current conditions.

All three demonstration areas can be found in Appendix A, the demonstration area in Boca Raton is shown on the following pages.

**This scenario are not meant to indicate any approved or proposed plans but to illustrate a possible and hypothetical development scenario and to understand how transit and transit-supportive development can influence the health of the community around the stations.**

The intersection of US-1 and NE 20<sup>th</sup> St has potential for a major transportation infrastructure investment – in the form of a two-lane roundabout on US-1 – that could drastically improve operations (west of the intersection is a major entrance to Florida International University), improve street crossings, and reduce fatal bicycle and vehicular accidents.

## US-1 AND NE 20<sup>TH</sup> STREET BOCA RATON DEMONSTRATION AREA

### Existing Conditions

This area has a limited street network with a limited amount of full intersections and through streets. The land uses are primarily single-use commercial with large shopping plaza parking lots facing the roadway. In addition, NE 20<sup>th</sup> Street creates a non-perpendicular intersection point leading to a challenging configuration of the current developable space. US-1 through this area has a wide cross section, exhibiting four 12' lanes with a wide center median, turn lanes and posted speed of 45 mph

This makes for a difficult and often uncomfortable pedestrian environment through the heart of the station area. Block sizes along this sector are, on average, three times the size of standard blocks sizes with the largest blocks in the area being more than five times the size of a typical city block. This existing street network is limited by historic suburban development and automotive-centric commercial land uses. The limited intersections and an environment that encourages higher vehicular speeds have caused motorists and pedestrians to utilize parking aisles as “streets” to cut through the large blocks.

### Interim Plan

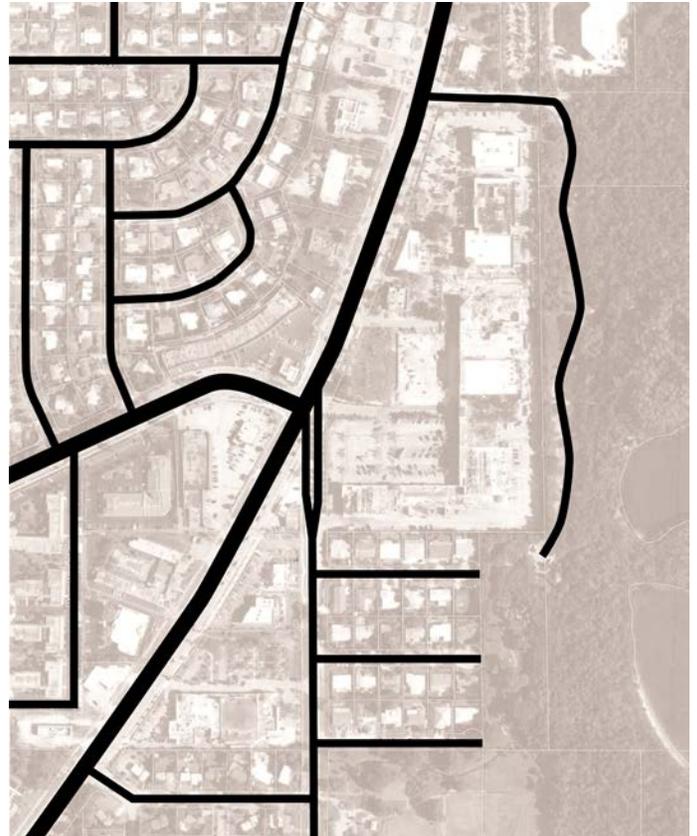
In the interim scenario, NE 20<sup>th</sup> Street could be extended through the linear parking areas across the US-1 signalized intersection to the front of the existing shopping plaza. The existing character could be carried through, creating a park in the parcel adjacent to the south of the intersection. The fronting parcels would then be developed in configuration closer to the street. Redevelopment could occur in the short-term as individual infill of properties and likely on the underutilized parcels.

As redevelopment occurs, some of the parking aisles can be rebuilt as streets. This will increase connectivity, break-up the large blocks, and improve overall walkability. The redevelopment could use this opportunity to create new shared community open space areas that could encourage increased physical activity.

**US-1 and NE 20<sup>th</sup> Street: Existing Block Structure**



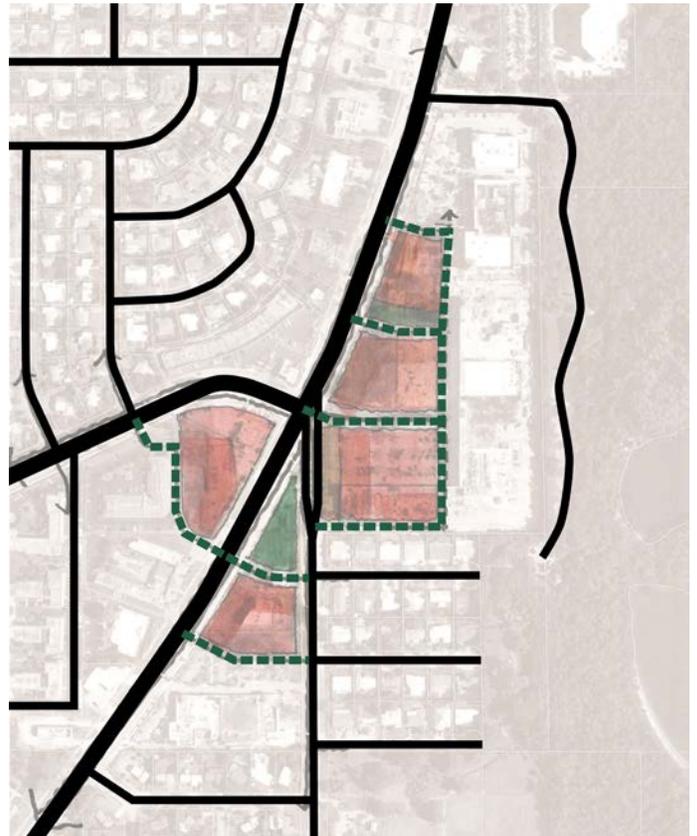
**US-1 and NE 20<sup>th</sup> Street: Existing Street Network**



**US-1 and NE 20<sup>th</sup> Street: Interim Block Structure**



**US-1 and NE 20<sup>th</sup> Street: Interim Street Network**



## Long-Term Plan

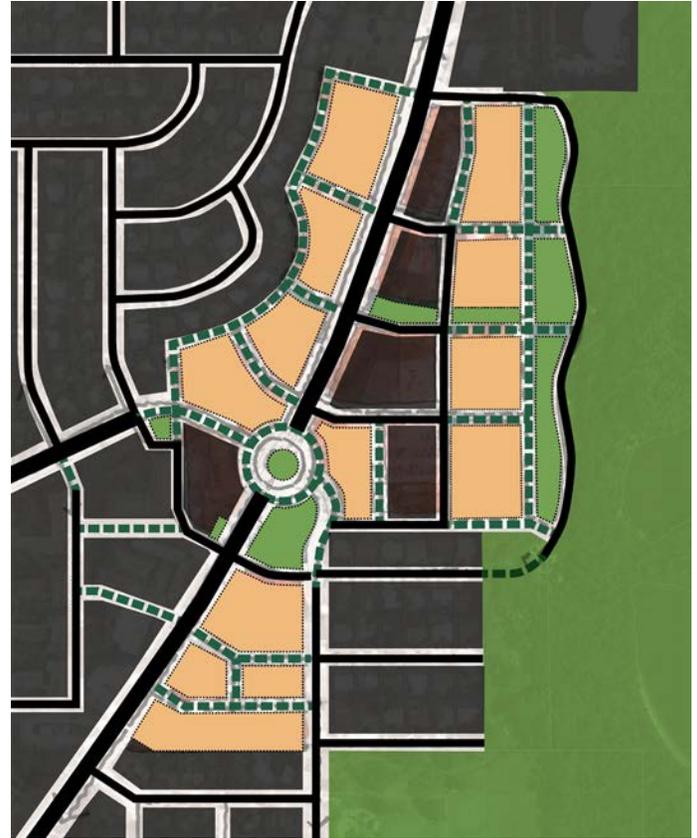
In the long-term, as redevelopment continues, the area may see additional streets connections and new intersections. The NE 20<sup>th</sup> Street intersection could be connected all the way through the site and reconfigured to have a roundabout to create a safer and more productive intersection. The new development block structure may incorporate shared green spaces of various sizes and may consist of a mix of uses, heights, and densities. Parking could be placed internal to the site, with street alleys serving various land uses.

The additional new streets will create significantly smaller sized blocks, more typical of an urban environment, forming a more walkable development pattern.

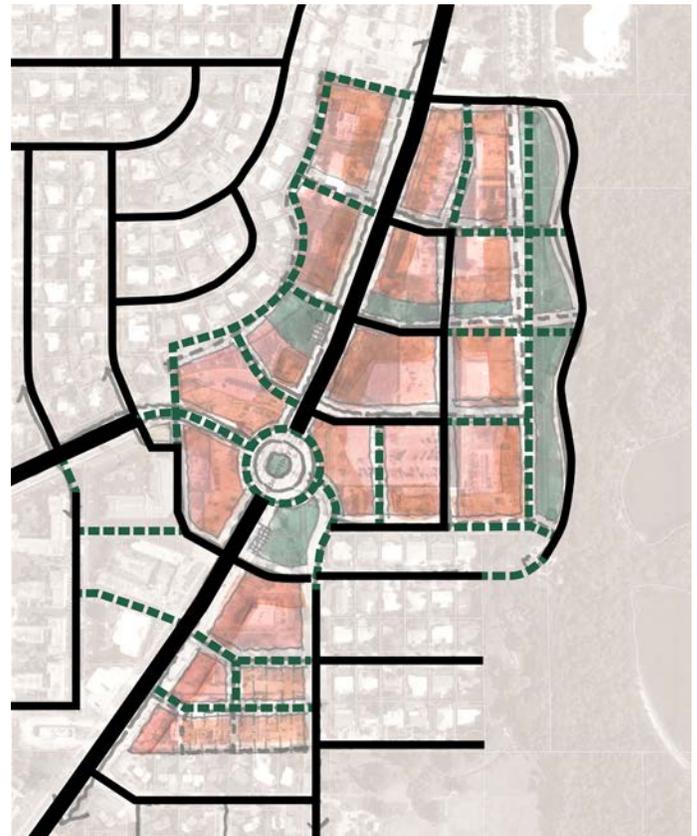


BRT Elmhurst Redevelopment in New York

## US-1 and NE 20<sup>th</sup> Street: Long-Term Street Network



## US-1 and NE 20<sup>th</sup> Street: Long-Term Street Network



# HIA Indicator Matrix

The interim and long-term illustrative scenarios were evaluated to compare how each scenario influences the outcomes of the various health indicators. The table below provides a summary of measures related to each health indicator when comparing the interim and long-term scenarios to the current conditions.

The interim and long-term scenarios resulted in significant increases in housing density, street connectivity, and green space; a significant decrease in average block size, and a modest traffic volume growth compared to the population and tax base added to the community.

The development of a network of slower speed roads can also result in lower potential for bicycle and pedestrian crashes.

INDICATORS	METRIC		SCENARIOS		
	TYPE	UNIT	EXISTING	INTERIM	LONG TERM
Economic Development / Redevelopment	Housing Density	(dwelling unit per acre)	1	7	14
	Employees	(amount)	370	3,400	2,600
	Housing Units	(amount)	65	320	660
	Public streets linking north-south direction	(linear ft)	10,400	11,600	15,100
	Public streets linking east-west direction	(linear ft)	5,400	6,500	9,300
	Peak hour trips generated (traffic volume generated during peak hour)	(trips)	630	4,500	3,100
	Overall street connectivity	(amount of intersections)	20	32	53
	Publicly accessible parks and open space	(acres)	2	3	5
	Diversity of land use types per building	(amt)	1	2	3
Quality of Life / Social Cohesion	Diversity of housing types	(amt)	1	2	3
	Average block size	(acres)	4.8	2.8	1.2
	Ability to allow land-use changes	(amount of blocks)	17	23	38
	Average block perimeter (walkability)	(linear feet)	2,400	1,800	1,000
Obesity Rate	Streets w/ ped bike facilities	(linear feet)	6,500	9,900	12,100
	Streets w/ fronting uses/street trees	(linear feet)	0	3,300	9,400
	Streets w/ 30mph or less	(amount)	8	16	22
Ped / Bike / Fatality / Injury	Percentage of network with high potential for ped/bike incidents (no bike lanes, high speeds)	(percentage)	30%	20%	15%
	Percentage of network with low potential for ped/bike incidents (bicycle lanes, lower speeds)	(percentage)	70%	80%	85%

# Roadway Planning-Level Cost Estimate

Based on cost per mile models developed by FDOT, a planning-level cost estimate was developed for roadway improvements recommended in this study. The proposed recommendations for typical sections were analyzed and matched to the most applicable cost model. Since the cost models are generic, the planning-level cost estimate is intended to be used as a budgeting tool. Cost estimates should be refined during later stages of individual project implementation.

FDOT cost per mile models include the construction cost, maintenance of traffic, mobilization, and contingency. The project team added estimates for design at 15% and construction engineering and inspection (CEI) at 10%.

The planning level cost estimate was developed for all 42 miles of the US-1 corridor study limits. The cost estimate for each proposed typical section recommendation was calculated separately and included in Appendix C. Below is a summary of the planning-level cost estimate for each of the six sections.

SECTION #	ESTIMATED CONSTRUCTION COST	ESTIMATED DESIGN COST	ESTIMATED CEI COST	TOTAL COST ESTIMATE
1	\$37,035,253.89	\$5,555,288.08	\$3,703,525.39	\$46,294,067.36
2	\$35,463,654.25	\$5,319,548.14	\$3,546,365.43	\$44,329,567.81
3	\$7,996,804.04	\$1,199,520.61	\$799,680.40	\$9,996,005.05
4	\$19,960,555.31	\$2,994,083.30	\$1,996,055.53	\$24,950,694.14
5	\$9,662,262.43	\$1,449,339.36	\$966,226.24	\$12,077,828.04
6	\$12,511,802.65	\$1,876,770.40	\$1,251,180.27	\$15,639,753.32
<b>TOTAL COST</b>	<b>\$122,630,332.57</b>	<b>\$18,394,549.89</b>	<b>\$12,263,033.26</b>	<b>\$153,287,915.71</b>

# Transit Assessment Planning-Level Cost Estimate

Based on average industry standards, a planning level cost estimate was generated to forecast both the typical station area and amenities cost and the overall cost of all stations and required buses as each PTX phase is implemented.



KCMAX Station – Kansas City  
Photo Credit: content.mindmixer.com

## TYPICAL STATION AREAS AND AMENITIES COST ESTIMATE

	TYPE	UNIT	PRICE	QTY	TOTAL	TYPICAL FEATURES
						<ul style="list-style-type: none"> <li>• TRASH/RECYCLE RECEPTACLES</li> <li>• SEATING, BICYCLE RACKS</li> <li>• COVERED SHELTER WITH LIGHTING (SOLAR)</li> <li>• TICKET VENDING MACHINE (OFF-BOARD TICKETING)</li> <li>• REAL-TIME PASSENGER/TRANSIT INFORMATION</li> <li>• MAPS AND INTERACTIVE WAYFINDING</li> <li>• PEDESTRIAN SCALE LIGHTING</li> </ul>
	<b>TYPICAL PTX STATION</b>	1	\$200,000	84	\$16,800,000	
	<b>TYPICAL ENHANCED BUS (ELECTRIC)</b>	1	\$750,000	VARIES	N/A	<ul style="list-style-type: none"> <li>• EXAMPLE: 40' PROTERRA (ELECTRIC)</li> </ul>

## PTX ALIGNMENTS COST ESTIMATE

	PTX STATIONS	TOTAL COST	BUSES	TOTAL COST	TOTAL CAPITAL COSTS
<b>PTX YELLOW</b>	38	\$7,600,000	18*	\$13,500,000	\$21,200,000
<b>PTX BLUE EXTENSION</b>	24	\$4,800,000	5*	\$3,750,000	\$8,550,000
<b>PTX GREEN EXTENSION</b>	22	\$4,400,000	7*	\$5,250,000	\$9,650,000
				<b>TOTAL</b>	<b>\$39,400,000</b>

\*ASSUMES 25% SPARE BUS RATIO

# Transit Funding Opportunities

The number of traditional federal and state funding sources for fixed route, high-frequency transit service continues to be limited. Most federal funding requires a non-federal match from state or local governments. Due to funding limitations, some transportation needs may be left unmet without dedicated, local funding sources. The use of creative partnerships can enhance funding opportunities and/or financial arrangements. Potential partners may include major local or regional employers directly served by the transit system, human service agencies within the Palm Beach County, and the South Florida Regional Transportation Authority.

During the Route Performance Maximization (RPM) process, Palm Tran may find it necessary to support increasing dedicated revenues to effectively operate an enhanced premium transit service. As details for improving the planned service along US-1 are confirmed, it will be critical to identify sustainable funding opportunities. As transit spending is greatly affected by annual budget and appropriation actions at the federal, state and local levels, dedicated funding will offer Palm Tran increased flexibility to fund multi-modal and flexible transportation options and to keep pace with evolving transportation, market and community trends.

Local discretionary sales taxes are a common source of local tax revenue across the country. Recent increases in the levels of local sales taxes available indicate that Florida's current levels of sales taxation is consistent with other state averages. Additionally, national polling trends indicate a generalized willingness to support increased taxation (nearly 70% national pass rate) if revenues directly support transportation projects that improve mobility and that the benefits are clearly articulated.

Building project champions will be perhaps the most effective way to establish a unified commitment to implement bold, high-frequency transit service development along the US-1 corridor. This effort includes providing leadership, staff support and other resources to overcome potential institutional, financial and technical complexities; discontinuities due to changing political cycles; and to ensure alignment among key stakeholders such Palm Tran, major employers and businesses along the corridor (including the local Chambers of Commerce), affected Community Redevelopment Agencies and elected officials.

Once consensus on a direction to implement the service is achieved, it is highly recommended that Palm Tran establish a reputable project clearinghouse to establish and convey clear priorities, processes and timelines, including project branding, awareness and funding, to advance premium transit through the US-1 corridor. Only through the collective engagement and influence of staff, elected officials, business and industry leaders, chamber of commerce stakeholders, business merchants and the local community, can US-1 redefine itself as a sustainable, multimodal corridor.

The following potential local funding opportunities that can be leveraged to assist with implementation. More detail on each opportunity can be found in Appendix B.

- **Local Option Gas Taxes**
- **Local Option Sales Taxes**
  - **Local Government Infrastructure Surtax**
  - **Charter County and Regional Transportation System Surtax**
- **Ad Valorem Tax Revenues**
- **Mobility Fees**
- **Value Capture**
- **Special Assessment Districts**
- **Joint Use Development/ Participation Agreements**
- **Advertising and Lease Agreements**
- **Farebox Revenues**

In addition to the spectrum of local revenue options, Palm Tran can apply for state and federal transportation grants. Federal transit funding is changing dramatically as part of the most recent transportation reauthorization bill. The table on the following page shows federal and state discretionary (competitive) grant programs that would be most relevant to Palm Beach County. More detail on each opportunity can be found in Appendix B.

## FEDERAL AND STATE FUNDING OPTIONS

### FEDERAL - BUS & BUS FACILITIES INFRASTRUCTURE INVESTMENT PROGRAM (5339 B AND C)

ELIGIBLE PURPOSE/ PROJECTS	Provides capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus related facilities. Funding is available to designated recipients and states that operate or allocate funding to fixed-route bus operators providing service to the public via formula allocations and competitive grants. A sub-program (under Part C) provides competitive grants for bus and bus facility projects that support low and zero-emission transit vehicles, including acquisition, construction and leasing of required supporting facilities.
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### FEDERAL - FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS (CIG) SMALL STARTS (5309)

ELIGIBLE PURPOSE/ PROJECTS	Small Starts represent new fixed guideway projects, extensions to existing fixed guideway systems, or corridor-based BRT projects with a total estimated capital cost of less than \$300 million AND that are seeking less than \$100 million in 5309 CIG program funds.
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### FEDERAL - PILOT PROGRAM FOR TRANSIT ORIENTED DEVELOPMENT PLANNING (5309)

ELIGIBLE PURPOSE/ PROJECTS	Competitive program that augments CIG specifically around TOD planning to help support improving public transportation for local communities via the effective integration of land use and transportation with a transit capital investment that is seeking or recently received funding via CIG program.
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### FEDERAL - TRANSPORTATION INVESTMENTS GENERATING ECONOMIC RECOVERY (TIGER)

ELIGIBLE PURPOSE/ PROJECTS	Competitive, discretionary funding opportunity for state and local entities to obtain funding for multi-modal, multi-jurisdictional projects that are typically more difficult to support via traditional DOT programs. Since 2009, the program has awarded over \$5.5 billion to 463 projects. Examples include roads and bridges, public transportation, ports, passenger and freight rail, and intermodal projects.
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### FEDERAL - PUBLIC TRANSPORTATION INNOVATION (5312)

ELIGIBLE PURPOSE/ PROJECTS	Discretionary funding opportunity to develop innovative products and services that will assist transit agencies in better meeting the needs of their customers.
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### FEDERAL - MOBILITY ON DEMAND (MOD) SANDBOX PROGRAM

ELIGIBLE PURPOSE/ PROJECTS	Part of a larger research effort at USDOT designed to support transit agencies and communities as they integrate new mobility tools such as smart phone apps, bike- and car-sharing, and demand-responsive bus and van services. MOD projects help make transportation systems more efficient and accessible, particularly for people who lack access to a car.
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### FEDERAL - TRANSFERRING FEDERAL TRANSPORTATION FUNDS (FLEXED STP FUNDS)

ELIGIBLE PURPOSE/ PROJECTS	Funding from the Federal Highway Administration's (FHWA) Surface Transportation Program (STP) may be used by states and localities for a wide range of projects including highway, transit, intercity bus, bicycle and pedestrian projects. STP funds may be transferred (also referred to as "flexed") to transit agencies and local governments for eligible transit projects.
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### STATE - PUBLIC TRANSIT SERVICE DEVELOPMENT GRANT PROGRAM

ELIGIBLE PURPOSE/ PROJECTS	Provides initial funding for special project involving new or innovative ways to increase service to the riding public, such as new technologies, services, routes or vehicle frequencies. Projects submitted for funding must be justified in the recipient's Transit Development Plan (TDP) or transportation disadvantaged service plan (TDSP), if applicable.
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### STATE - COMMUTER ASSISTANCE PROGRAM (CAP)

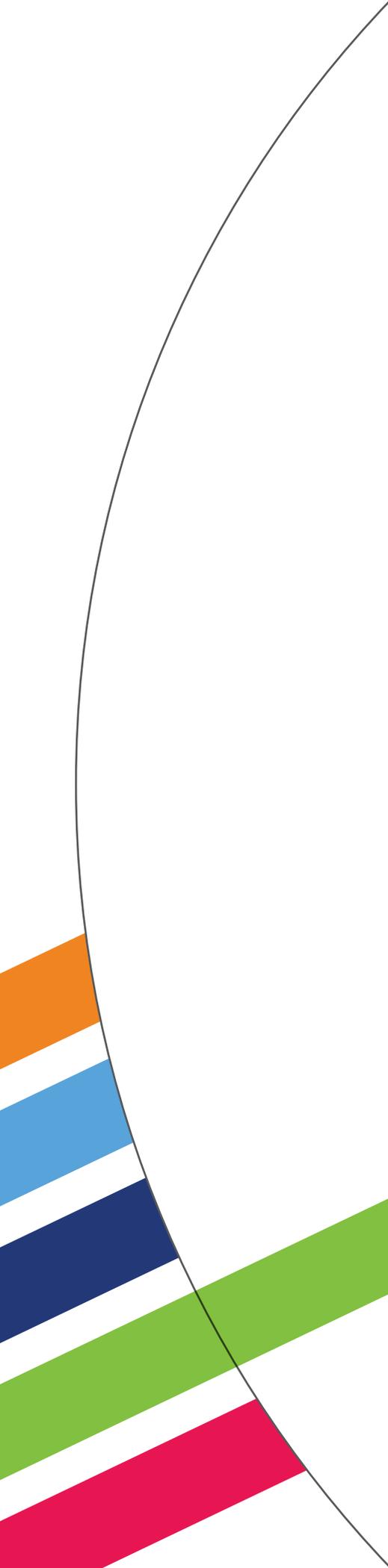
ELIGIBLE PURPOSE/ PROJECTS	Established to encourage public/private partnerships to provide brokerage services to employers and individuals for carpools, van-pools, bus pools, express bus service, subscription transit service, group taxi services, heavy and light rail, and other systems designed to increase vehicle occupancy, particularly during peak travel time periods.
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### STATE - TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP)

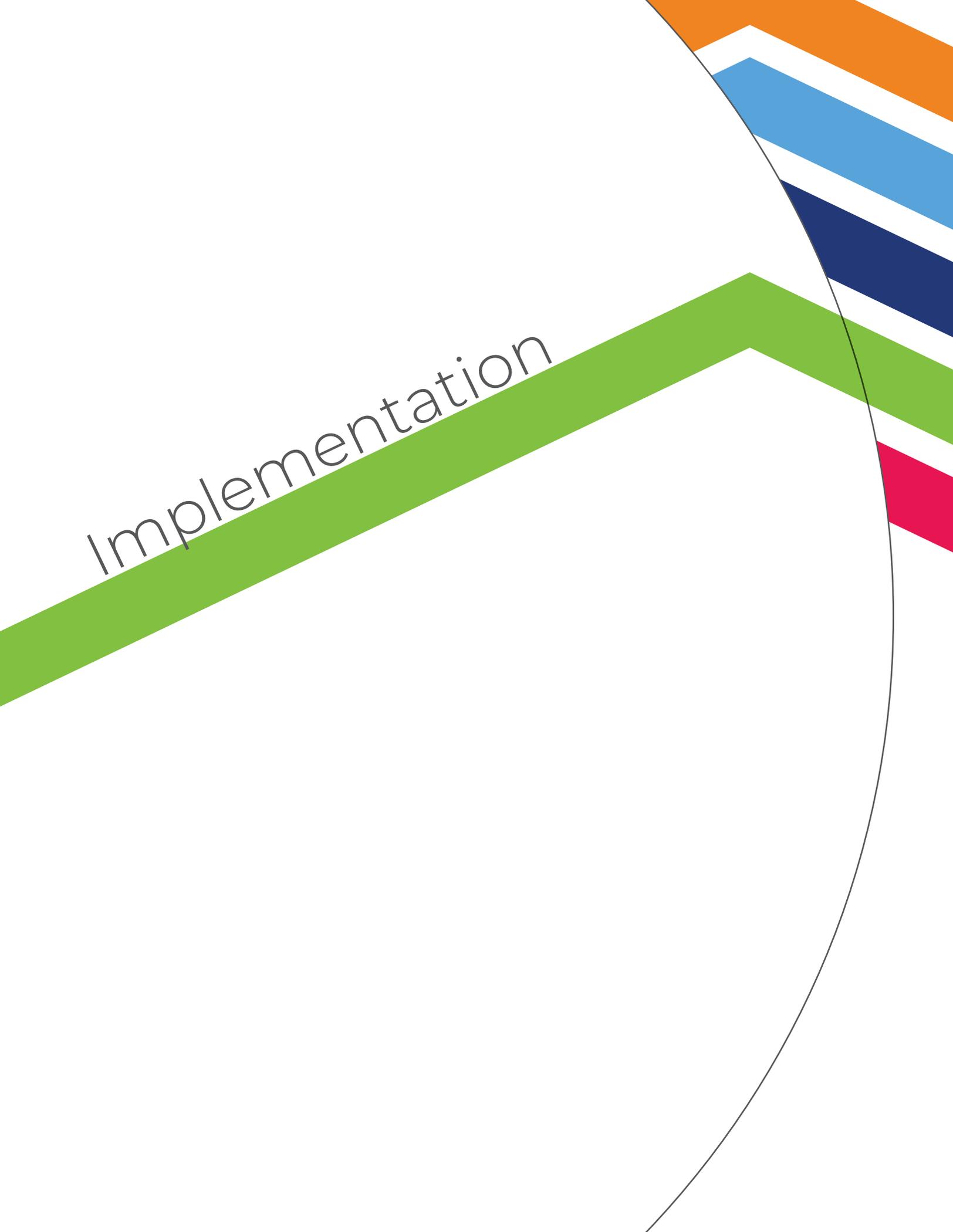
ELIGIBLE PURPOSE/ PROJECTS	As part of a major initiative to improve growth management planning and the provision of transportation infrastructure, the program was created in 2005 to improve regionally significant transportation facilities in "regional transportation areas". State funds are available throughout Florida to provide incentives for local governments and the private sector to help pay for critically needed projects that benefit regional travel and commerce. Funds derive from the State Transportation Trust Fund.
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### STATE - FLORIDA NEW STARTS TRANSIT PROGRAM (NTSP)

ELIGIBLE PURPOSE/ PROJECTS	Established by the 2005 Legislature to assist local governments in developing and constructing fixed-guideway and BRT projects to accommodate and manage urban growth and development. Additionally, the program leverages state funds to generate local transportation revenues and secure FTA Small/New Starts funding for Florida projects. Funds may be used for final design, ROW acquisition, and construction projects, following the guidance of FTA's 5309 Program.
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A decorative graphic on the left side of the page consists of a thin black curved line that starts at the top left and curves downwards. To the left of this line are several horizontal stripes of different colors: orange, light blue, dark blue, green, and red. A thick green diagonal line extends from the bottom left towards the top right, crossing the curved line.

# Chapter 5.

A decorative graphic on the right side of the page. It features a large, thin black circular arc that curves from the top right towards the bottom right. To the left of this arc, there are several thick, parallel lines in various colors: orange, light blue, dark blue, green, and red. The word "Implementation" is written in a grey, sans-serif font, slanted upwards from left to right, positioned over the green line.

Implementation

# Introduction

The US-1 Multimodal Corridor Study creates a common vision to coordinate efforts and focus on shared priorities.

The prioritization of proposed multimodal improvements is based on a review of the FDOT Work Program; TPA goals/objectives; and three priority tiers that account for complexity, cost, and benefit. The project termini may include multiple typical section termini based on logical groupings.

- **Complexity** rates projects by the level of procedural or administrative tasks that would need to be accomplished to implement a project such as lane elimination studies, parking modifications, and environmental documentation.

- **Cost** rates projects by the level of financial investment that would be required as determined by the types of physical construction that would be required.
- **Benefit** rates projects by the type of modal modifications being made such as adding new modal facilities that do not currently exist along a section of roadway or enhancing modal facilities that already exist, such as by adding a separator to an existing bicycle lane.

The following steps are recommended to move segments into implementation.

1

## Coordination

Continue coordination with FDOT, Palm Beach County, Municipalities and Palm Tran to leverage state and federal funding for projects

2

## Partnership Identification

Identify partnership opportunities and engage project leads to work towards setting a timeline for completion based on funding

3

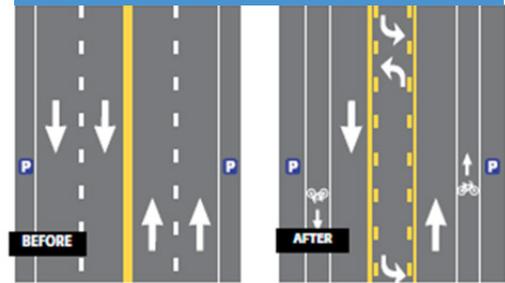
## Project Phasing

Identify potential funding schedules and initiate project phasing to create “shovel-ready” projects

## Roadway modifications that recommend lane repurposing will require the following.

- Locally funded traffic study to document the impact of this change to vehicular capacity and congestion levels at existing and future peak hours.
- Documentation of targeted outreach to specific stakeholders affected by the modification (area residents and businesses).
- A local community resolution of support endorsing the recommended modification.

Example of lane repurposing.

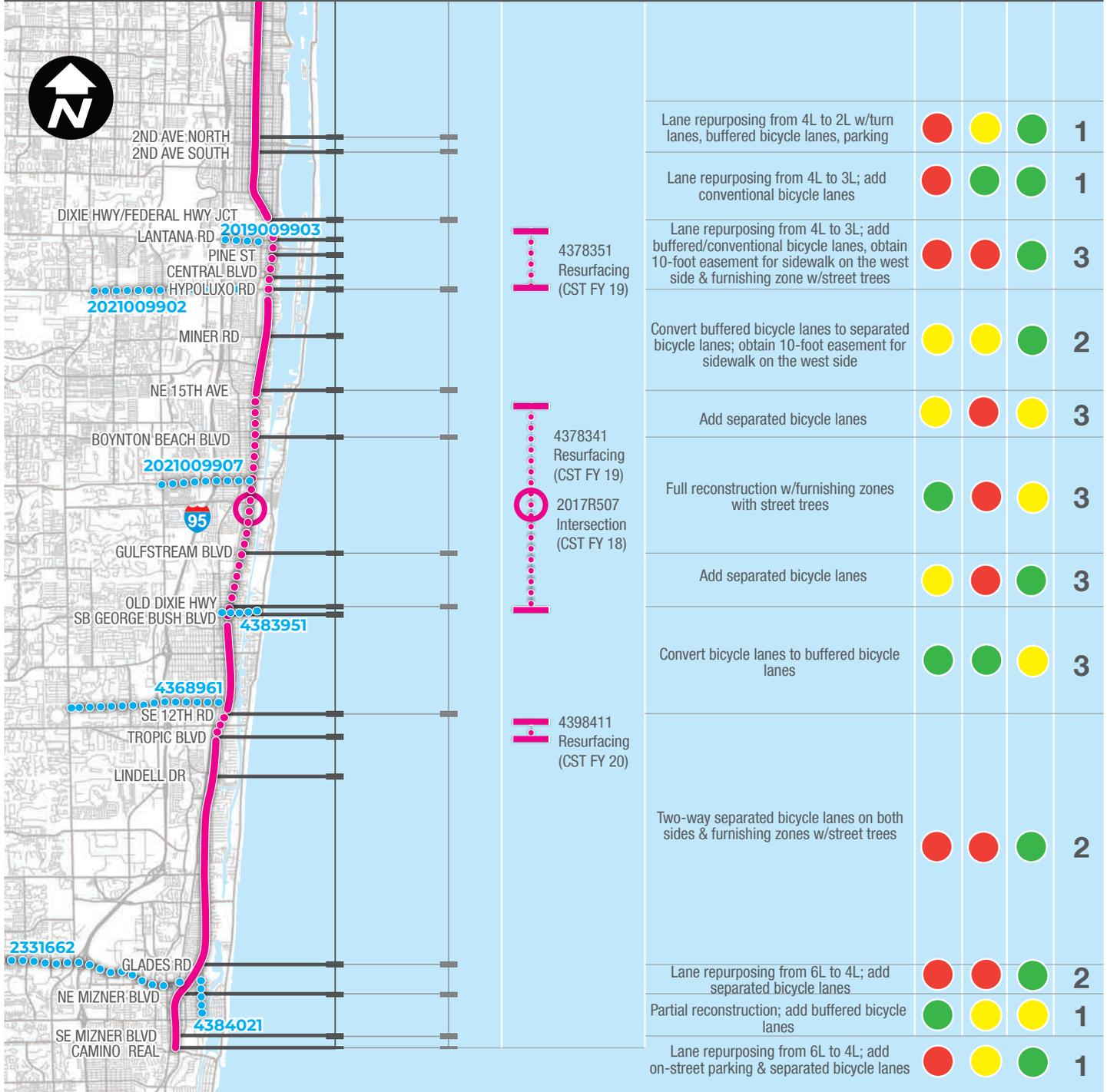


Example of separated bicycle facility and transit stop in St. Petersburg, Florida.

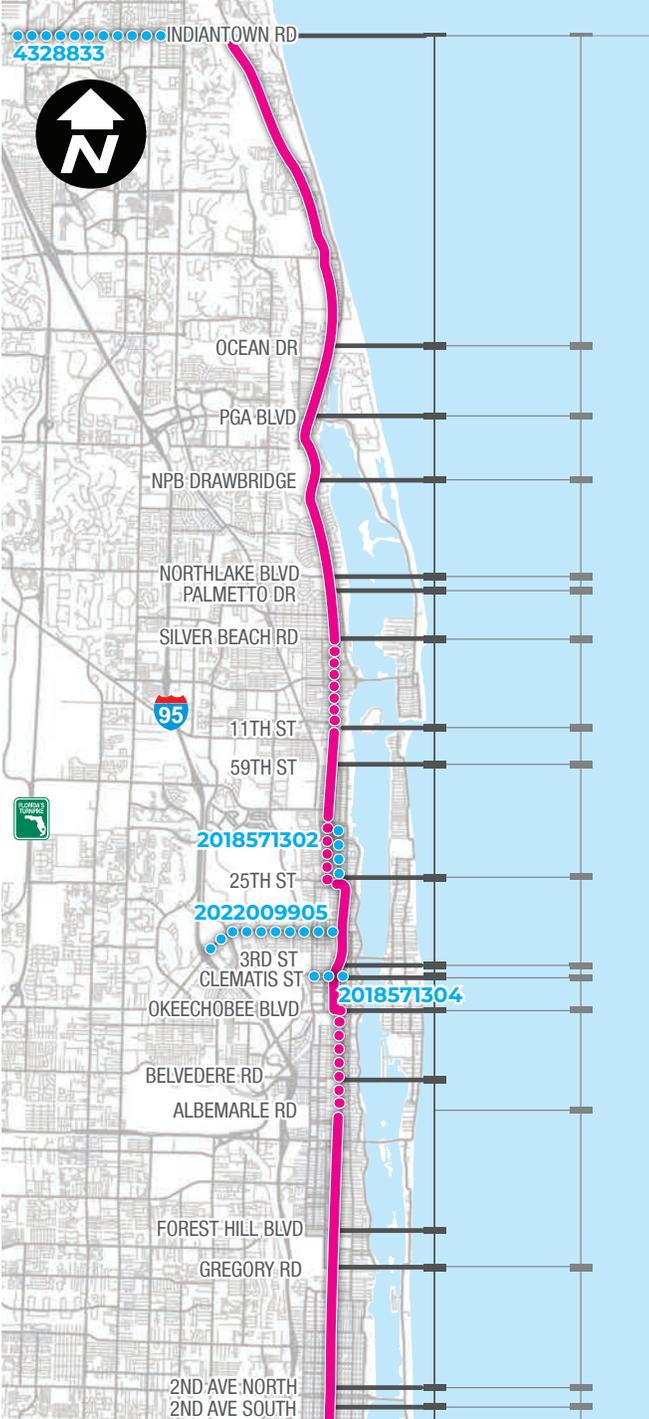
Example of separated bicycle facility in Santa Monica, California.



PRIORITIZATION OF PROPOSED MULTIMODAL IMPROVEMENTS	TYPICAL SECTION TERMINI	PROJECT TERMINI	US-1 CORRIDOR	DESCRIPTION	COMPLEXITY	COST	BENEFIT	PRIORITY TIER
			US-1 TIP PROJECTS ●●●●●●●●					



LEGEND	COMPLEXITY		COST		BENEFIT	
	Green	No change to the number of existing through lanes & parking	No changes to drainage or median	Add new modal facilities		
	Yellow	Turn lane modifications and/or removal of parking	Changes to median and/or minor curb modifications	Improve existing facilities & adding a buffer		
Red	Lane elimination and/or significant additional planning process may be required	Full reconstruction	N/A			

<b>PRIORITIZATION OF PROPOSED MULTIMODAL IMPROVEMENTS</b> 	<b>TYPICAL SECTION TERMINI</b>	<b>PROJECT TERMINI</b>	<b>US-1 CORRIDOR</b> <b>US-1 TIP PROJECTS</b> <b>NEARBY TIP PROJECTS</b>	<b>DESCRIPTION</b>	<b>COMPLEXITY</b>	<b>COST</b>	<b>BENEFIT</b>	<b>PRIORITY TIER</b>
				Convert bike lanes to separated bicycle lanes; add furnishing zones w/street trees	●	●	●	2
				Add two-way separated bicycle lanes; shoulder widening to add buffered bicycle lane; add furnishing zones w/street trees	●	●	●	2
				Convert bicycle lanes to separated bicycle lanes	●	●	●	2
				Lane repurposing from 6L to 4L with separated lanes and Furnishing zones	●	●	●	1
				Add conventional bicycle lanes	●	●	●	1
				Add conventional bicycle lanes 2297444* Lighting (CST N/A)	●	●	●	1
				Separated bicycle lanes	●	●	●	1
				Lane repurposing from 4L to 3L; add buffered bicycle lanes & street trees 4394041* 4L to 3L	●	●	●	2
				Lane repurposing from 4L to 3L; add buffered bicycle lanes & street trees w/shared-use path & bicycle lanes CST FY 23	●	●	●	1
				Lane repurposing from 4L to 2L; add separated bicycle lanes	●	●	●	2
				----- 4400421 4L to 3L divided w/ multimodal improvements (CST FY 21)	<b>FUNDED</b>			
				Lane repurposing from 4L to 3L; add buffered bicycle lanes	●	●	●	2
				Lane repurposing from 4L to 3L; add buffered bicycle lanes	●	●	●	1

**PRIORITY TIER**

**1** – Build in 5-7 Years

**2** – Build in 7-9 Years

**3** – Build in 10+ years

\*Source: Palm Beach TPA Draft Fiscal Year 2019-2023 Transportation Improvement Program (TIP)

# Next Steps for Transit Implementation

## PTX Yellow (Phase 1)

### Benefits

- **Transit Ridership** - The PTX Yellow from Boynton Beach to Riviera Beach focuses transit services on the section of the corridor that has the highest existing ridership and contains the greatest concentration of vulnerable households. This service is estimated to add 75,000 additional riders per year over the current Bolt service.
- **Transit Coverage** - The proposed PTX Yellow stations, roughly space 1-mile apart afford a 17% increase in transit access for households and job locations over the existing Bolt.
- **Increased Transit Frequency** - The improved location of PTX stations allows the new service to access more critical locations, like schools and healthcare facilities, as compared to the current limited stop express service The Bolt.

### Assumptions

- **Reduced Headway** - PTX Yellow assumes that the Local Route 1 bus route would decrease frequency from 20 minutes to 30 minutes at each stop.
- **Balancing Higher Costs** - With that reduction in frequency, the premium transit service, PTX Yellow would only require an additional \$287,274 in annual operating costs.

# PTX Blue, PTX Green (Future Phases)

### Benefits

- **Transit Ridership** - The PTX Blue Boca Raton to Boynton Beach extends the PTX Yellow to capture an additional high concentration of households and jobs within the southern portion of the corridor. Combine with future phase PTX Green, it is estimated an additional 229,000 riders per year would use this service compared to the existing Bolt.
- **Transit Coverage** - The future PTX Blue and PTX Green stations continue to average the 1-mile spacing and this would result in a 138% increase in transit access for households and job locations over the existing Bolt.
- **Increased Transit Frequency** - The improved location of PTX stations allows the new service to access more critical locations, like schools and healthcare facilities, as compared to the current limited stop express service The Bolt.

### Assumptions

- **Reduced Headway** - PTX Blue and PTX Green assume that the Local Route 1 bus route would decrease frequency from 20 minutes to 30 minutes at each stop.
- **Balancing Higher Costs** - With that reduction in frequency, the premium transit service, the addition of PTX Blue and PTX Yellow would require an additional \$1,872,000 in annual operating costs.

CONCEPTUAL PTX PHASING								
	EXISTING		PTX YELLOW (PHASE ONE)		PTX BLUE (PHASE TWO)		PTX GREEN (PHASE THREE)	
	ROUTE 1	BOLT	ROUTE 1	"PTX"	ROUTE 1	"PTX"	ROUTE 1	"PTX"
<b>ROUTE ASSUMPTIONS</b>								
<b>ROUTE LENGTH</b>	42 mi	28 mi	-	19 mi	-	+ 14 mi*	-	+ 9 mi*
<b>STOP PAIRS</b>	172 stops	12 stops	-	19 stops	-	+ 11 stops*	-	+11 stops*

\*Incremental Additions to PTX Yellow Service

NET SERVICE INCREASE OVER EXISTING ROUTE 1 LOCAL AND THE BOLT SERVICES								
<b>DAILY NET INCREASE</b>	-		+ 304 Riders		+ 559 Riders		+ 1,205 Riders	
<b>ANNUAL BOARDINGS</b>	1,922,272		1,997,456		2,125,218		2,226,310	
<b>NET INCREASE</b>	-		+ 75,184 Riders		+ 140,368 Riders		+ 228,721 Riders	
PREMIUM TRANSIT EQUITY - ELEMENTS WITHIN A 10-MINUTE WALK OF A STATION								
<b>HOUSEHOLDS &amp; JOBS</b>	-	64,870	-	75,764 <i>(17% Increase)</i>	-	123,909 <i>(91% Increase)</i>	-	154,289 <i>(138% Increase)</i>
<b>SCHOOLS (K-12)</b>	-	11	-	+ 13 <i>(Additional Schools)</i>	-	+ 22 <i>(Additional Schools)</i>	-	+ 34 <i>(Additional Schools)</i>
<b>MEDICAL FACILITIES</b>	-	39	-	51 <i>(Additional Facilities)</i>	-	114 <i>(Additional Facilities)</i>	-	178 <i>(Additional Facilities)</i>

## Proposed PTX Phasing



## Implementation Process

Implementing a premium transit system, like the proposed PTX, is a large and complex project that requires extensive coordination at all levels of government and a concerted effort over many years to implement.

There are two potential ways to implement PTX, (1) pursue a large-scale funding program such as **FTA Small Starts** to complete all elements at once or (2) **phase-in improvements** local, non-federal as funding becomes available.

A key assumption in the implementation a premium transit service is the reduction in frequency of the existing Route 1 service from 20 minutes to 30 minutes. This focuses limited transit funding where it can serve the most people and allows for introduction of PTX Yellow service at a nearly cost-neutral level. Implementation of this service **requires Palm Tran** to further study this assumption, along with frequency and span of service for the PTX service, in order to refine the service to a supportable outcome and subsequently pursue capital funding for implementation.

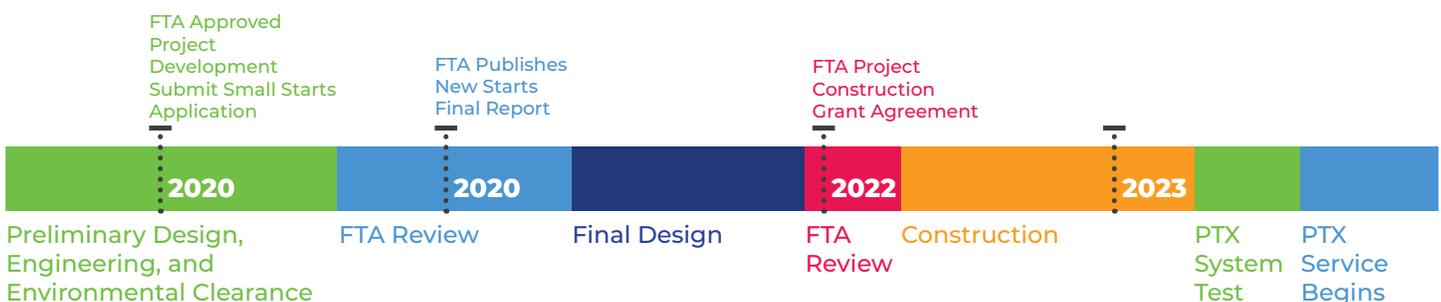
### Small Starts Process

The FTA Small Starts funding program justifies transit projects through an evaluation of mobility, environmental benefits, congestion relief, economic development, and cost effectiveness. The program justification also examines the level of local financial commitment including evidence of stable and dependable financing sources.

It is recommended that Palm Tran pursue the FTA Small Starts for Phase 1 PTX Yellow. The appropriate timeline (based on an "expedited process," due to the work already completed) would follow the steps shown below and summarized in the adjacent graphic.

1. Complete environmental review process including developing and reviewing alternatives, selecting locally preferred alternative (LPA), and adopting it into fiscally constrained long-range transportation plan
2. Gain commitments of all non-5309 funding
3. Complete sufficient engineering and design
4. FTA evaluation, rating, and approval: Construction Grant Agreement
5. Construction

## PTX Development Timeline (assumes expedited process)



# HIA Monitoring

## Evaluation and Follow-Up

As part of the Palm Beach TPA's ongoing relationships with Palm Tran, the local partners along the US-1 corridor, and the HIA Working Group, the TPA will track and document the impact of the US-1 Multimodal Corridor Study through implementation on the health indicators described in this report.

The Palm Beach TPA can also work with regional and local partners to incorporate priority recommendations from this HIA into decisions related to the Region's enhanced transit system.

It is recommended that the Palm Beach TPA follow a monitoring plan that determines the following:

1. Which recommendations in this HIA have been enacted to promote and improve health along the US-1 corridor?
2. As a direct result of the US-1 HIA's Primary Recommendations, what is the evidence showing change in the overall community health along the US-1 corridor?
3. As a direct result of the US-1 HIA's Secondary Recommendations, what is the evidence showing change in the overall community health along the US-1 corridor?

The following outlines baseline numbers referencing currently-available data. These statistics should be used as a baseline for monitoring the health conditions in the communities along the US-1 corridor in the future.

1. Access to Health
2. Physical Health Indicators
3. Bicycle and Pedestrian Injuries and Fatalities
4. Economic Health

ACCESS TO HEALTH			
INDICATOR	STATISTICAL AGENCY	TIMING	BASELINE
Transit travel time along US-1 corridor	Palm Tran	2 years	2.5-3 hours from Camino Real (Boca Raton) to The Gardens Mall (Palm Beach Gardens)
Transit travel time from low health care access locations to nearest hospital /health care clusters	Palm Tran	2 years	26-28 minutes (avg. AM/PM peak) from Gateway Boulevard to Bethesda Hospital East in Boynton Beach 39-50 minutes (avg. AM/PM peak) from Gregory Rd to Good Samaritan Medical Center in West Palm Beach 15-19 minutes (avg. AM/PM peak) from West 13 <sup>th</sup> Street in Riviera Beach to Good Samaritan Medical Center in West Palm Beach No transit between Juno Beach and Jupiter
Number of food desert tracts within 1 mile of corridor	Palm Beach TPA	5 years	5 tracts in areas of Riviera Beach and Boynton Beach

## PHYSICAL HEALTH INDICATORS

INDICATOR	STATISTICAL AGENCY	TIMING	BASELINE
Percentage of adults with obesity (corridor-wide)	Department of Health	Annual	29.5%
Percentage of adults with diabetes (corridor-wide)	Department of Health	Annual	14.3%
Percentage of adults with hypertension (corridor-wide)	Department of Health	Annual	43.0%
Percentage of adults with asthma (corridor-wide)	Department of Health	Annual	8.4%
Percentage of adults with depression (corridor-wide)	Department of Health	Annual	16.7%

## BICYCLE AND PEDESTRIAN SAFETY

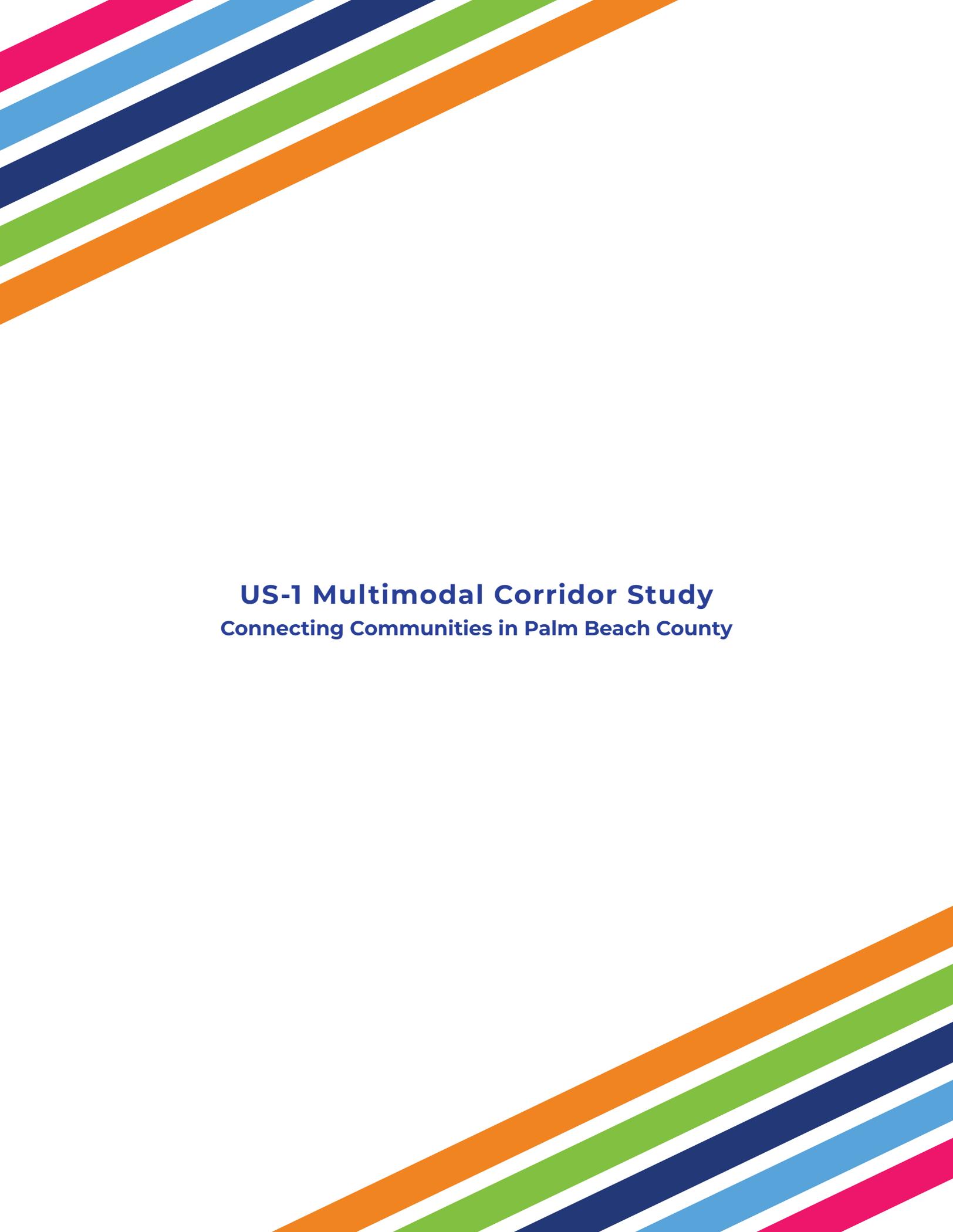
INDICATOR	STATISTICAL AGENCY	TIMING	BASELINE
Bicycle crashes (last 5 years)	Palm Beach TPA	3 years	135 crashes (it is recommended that future stats be normalized with bicycle exposure data)
Pedestrian crashes (last 5 years)	Palm Beach TPA	3 years	186 crashes (it is recommended that future stats be normalized with pedestrian exposure data)
Bicycle and pedestrian fatalities (last 5 years)	Palm Beach TPA	3 years	15 fatalities
Bicycle and pedestrian fatalities occurring at night (last 5 years)	Palm Beach TPA	3 years	15 fatalities
Workers commuting by public transportation, walking, or biking	Palm Beach TPA	5 years	6.8%
Pedestrian activity	Palm Beach TPA	2 years	No Baseline
Bicyclist activity	Palm Beach TPA	2 years	No Baseline

## ECONOMIC HEALTH

INDICATOR	STATISTICAL AGENCY	TIMING	BASELINE
US-1 corridor population density	Palm Beach TPA	2 years	6.7 persons/acre
Average taxable land value of properties immediately adjacent to the US-1 corridor	Palm Beach TPA	5 years	\$752,000/acre
Average taxable land value within one (1) mile of the US-1 corridor (excluding barrier island properties)	Palm Beach TPA	5 years	\$725,000/acre
Number of new businesses	Palm Beach TPA and Palm Beach County	Annual	No baseline
Workers commuting by transit, walking, or bicycling	Palm Beach TPA	5 years	3.0% Transit 2.5% Walk 1.3% Bicycle
Household units within inclusionary zoning boundaries or Community Land Trust	Palm Beach County and local Community Land Trust	2 years	XX Units







**US-1 Multimodal Corridor Study**  
Connecting Communities in Palm Beach County

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** City Manager

**TITLE:**

Twelfth Addendum to the Law Enforcement Service Agreement (LESA)

**SUMMARY:**

The Addendum to the Palm Beach County Sheriff's office LESA extends our law enforcement services through September 30, 2024. The cost will be \$14,386,738.00 with monthly payments of \$1,198,894.87 for Fiscal Year 2023 and the cost will be \$14,602,539.00 with monthly payments of \$1,216,878.25 in Fiscal Year 2024.

**BACKGROUND AND JUSTIFICATION:**

In FY 2008, the City of Lake Worth Beach ("City") and the Palm Beach County Sheriff's Office ("PBSO") entered into a contract entitled "Agreement for Law Enforcement Services by and between the Palm Beach County Sheriff's Office and the City of Lake Worth Beach ("LESA") which provides for all the City's law enforcement services. The original Agreement has been amended many times allowing for annual increases, as well as additional personnel requested by the City.

In preparation for the PBSO contract renewal consideration, staff met with PBSO officials to discuss the law enforcement services provided by PBSO. PBSO is committed to working with the City to enhance its law enforcement services for the residents that results into a positive impact on the community.

**MOTION:**

Move to approve/disapprove the Twelfth Addendum to the Law Enforcement Service Agreement (LESA) for Fiscal Year 2022-2024.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
12<sup>th</sup> Addendum  
PBSO Contract Cost History  
PBSO Org Chart

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$14,386,738	14,602,539.00		0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$14,386,738</b>	<b>14,602,539.00</b>		<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

Account Number	Department Name	Division Name	Account Description	FY23 Budget (Not Yet Appropriated)	Agenda Expenditure
001-3010-521.34-50	Police	Admin	Contractual Serv.	\$14,056,074	\$13,850,556
140-8074-575.34-50	Recreation	Beach Park	Contractual Serv.	\$272,500	\$268,516
401-1240-513.34-50	Finance	Utility Cust Serv.	Contractual Serv.	\$271,638	\$267,666

Account Number	Department Name	Division Name	Account Description	FY24 Budget (Not Yet Appropriated)	Agenda Expenditure
001-3010-521.34-50	Police	Admin	Contractual Serv.	\$14,602,539.00	\$14,058,314
140-8074-575.34-50	Recreation	Beach Park	Contractual Serv.	\$268,516.00	\$272,544
401-1240-513.34-50	Finance	Utility Cust Serv.	Contractual Serv.	\$267,666.00	\$271,681

**TWELFTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT**  
**SHERIFF RIC L. BRADSHAW AND THE CITY OF LAKE WORTH BEACH**

This Twelfth Addendum to the Law Enforcement Service Agreement is made by and between The City of Lake Worth Beach formerly known as The City of Lake Worth (hereinafter referred to as “City”), located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as “Sheriff”). The City and the Sheriff shall hereinafter be referred to as the “Parties.”

**WHEREAS**, the Parties executed a Law Enforcement Service Agreement effective October 01, 2008, a First Addendum effective October 01, 2009, a Second Addendum effective October 01, 2010, a Third Addendum effective October 01, 2011, a Fourth Addendum effective October 01, 2013, a Fifth Addendum effective October 01, 2015, a Sixth Addendum effective October 01, 2016, a Seventh Addendum effective October 01, 2017, an Eighth Addendum effective October 01, 2018, a Ninth Addendum effective October 01, 2019, a Tenth Addendum effective October 01, 2020, and an Eleventh Addendum effective October 01, 2021, (the “Agreement”), by which the Sheriff agreed to perform law enforcement services; and

**WHEREAS**, the Parties wish to extend the Agreement for two (2) years, and set forth the consideration for the contract term October 01, 2022 through September 30, 2024.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. In accordance with Article 12 of the Law Enforcement Service Agreement, the Parties have agreed to extend the term of the Agreement for an additional two (2) years. The term of this Agreement shall run through September 30, 2024.
2. Article 6, Section 6.1 of the Law Enforcement Service Agreement is amended as to the total amount due for services for the period beginning October 01, 2022 through September 30, 2023 as follows: The total amount due shall be \$14,386,738.00. Monthly payments shall be \$1,198,894.83. The last monthly payment shall be \$1,198,894.87. Section 6.1 is amended as to the total amount due for services for the period beginning October 01, 2023 through September 30, 2024 as follows: The total amount due shall be \$14,602,539.00. Monthly payments shall be \$1,216,878.25.
3. Article 6, Section 6.3, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:  
Additional law enforcement services as set forth in Article 2, Section 2.1 (E) shall be compensated at a rate of \$100.00 per hour and will be billed by the Sheriff to the City on a monthly basis. This rate is subject to annual review and change upon agreement between the City and Sheriff. Alternatively, the City may opt to submit an application for an off-duty permit. The six exempt, co-sponsored events will be mutually agreed upon by the City and the Sheriff.
4. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Addendum to the Agreement as of the last date all signatures below are affixed.

**PALM BEACH COUNTY SHERIFF'S OFFICE**

**THE CITY OF LAKE WORTH BEACH**

BY: \_\_\_\_\_  
Ric L. Bradshaw

BY: \_\_\_\_\_  
Betty Resch

Title: Sheriff

Title: Mayor

Witness: \_\_\_\_\_  
William Brannin, Major

ATTEST: \_\_\_\_\_  
Melissa Ann Coyne  
City Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Reviewed and approved  
for execution:

BY: \_\_\_\_\_  
Carmen Davis  
City Manager

Approved as to form and  
legal sufficiency:

BY: \_\_\_\_\_  
City Attorney

Approved for financial  
sufficiency:

BY: \_\_\_\_\_  
Financial Services Director

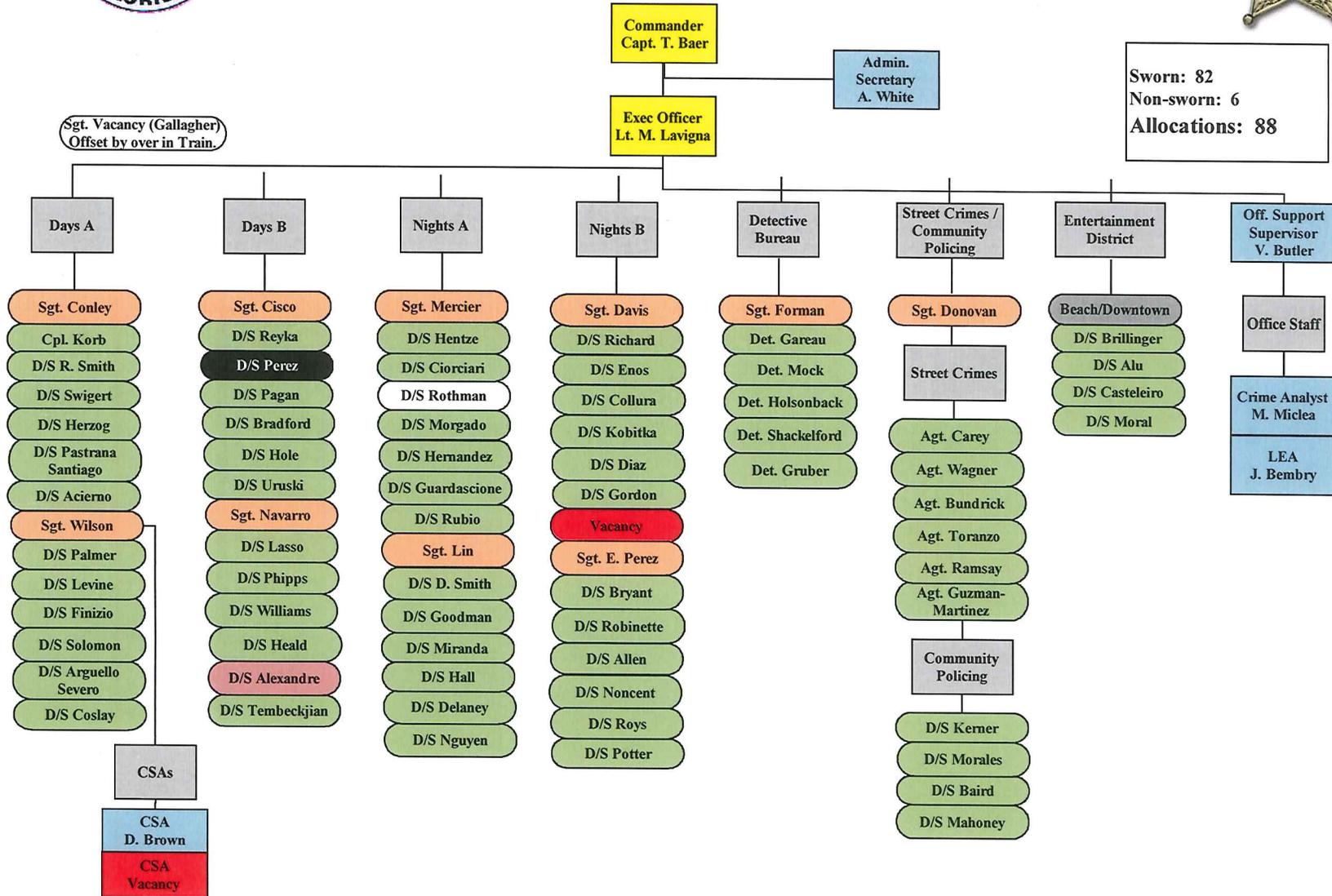
8/22/2022

**Palm Beach County Sheriff's Office  
LWB CONTRACT COST HISTORY**

Contract Year	Fiscal Year	Total Contract	Annual Percent Change	Percent Change From Inception	Explanations
2008	2009	13,851,472			Original Contract
2009	2010	14,267,016	3.00%	3.00%	Addendum I
2010	2011	13,176,268	-7.65%	-4.87%	
2011	2012	12,100,000	-8.17%	-12.64%	
2012	2013	12,100,000	0.00%	-12.64%	
2013	2014	12,100,000	0.00%	-12.64%	
2014	2015	12,100,000	0.00%	-12.64%	
					Reopened negotiations when City finances improved; added 12 crossing guards, per FDOT standards, from 10 to 22, with total
2015	2016	12,221,000	1.00%	-11.77%	employee count from 120 to 132
2016	2017	13,094,701	7.15%	-5.46%	Added 5 Deputies and 1 crossing guard: from 134 employees to 140 employees
2017	2018	13,356,595	2.00%	-3.57%	
2018	2019	13,623,727	2.00%	-1.64%	
2019	2020	13,896,202	2.00%	0.32%	Additional officer services at \$90/hr.; included 6 exempt events as agreed upon
2020	2021	13,896,202	0.00%	0.32%	
2021	2022	14,174,126	2.00%	2.33%	
2022	2023	14,386,738	1.50%	3.86%	Additional officer services at \$100/hr.
2023	2024	14,602,539	1.50%	5.42%	



# PBSO District 14 – City of Lake Worth Organizational Chart



Sworn: 82  
Non-sworn: 6  
Allocations: 88

July 12, 2022

Exec/Capt/Lt/CE	Sgt/CE	Sworn	Non-sworn	Section/Unit Name	Vacancy	FMLA WC/No Duty	Light Duty Alt. Duty	Military	TDY	Admin. Leave	Grants
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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** Public Works

**TITLE:**

Resolution No. 62-2022 – establishing the City’s Complete Streets Policy

**SUMMARY:**

Resolution establishing the City’s Complete Streets Policy

**BACKGROUND AND JUSTIFICATION:**

Back in 2014, the Florida Department of Transportation (FDOT) adopted a Complete Streets policy and the Palm Beach County Transportation Planning Agency (TPA) followed suit in March of 2016 with the release of their Complete Streets Design Guidelines. Complete Streets can be defined as roadways designed to promote attractive, safe, and accessible use for pedestrians, bicyclists, motorists, and public transportation.

Complete Streets strive to provide the best possible blend of service, mobility, and safety for citizens of all ages, income levels, and abilities. The policy being brought forth for consideration is intended to ensure that all planning, design, construction, reconstruction, and maintenance activities produce safe and accessible roadway improvements to allow all users of the public right-of-way to safely and conveniently reach their destination regardless of their chosen mode of transportation.

**MOTION:**

Move to approve/disapprove Resolution No. 62-2022 establishing the City’s Complete Streets Policy.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Resolution No. 62-2022  
LWB Complete Streets Policy

RESOLUTION NO. 62-2022 – A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, FLORIDA TO ESTABLISH A COMPLETE STREETS POLICY TO INTEGRATE VEHICULAR TRAFFIC, BICYCLING, WALKING, AND PUBLIC TRANSIT WITH THE CITY'S PROJECTS, POLICY INITIATIVES, GOALS, AND OBJECTIVES FOR ROUTINELY INCORPORATING COMPLETE STREETS INTO PRACTICE; AND PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the term "complete streets" means roadways planned, designed, and constructed to provide access to all users in a manner that promotes safe efficient movement of people and goods, whether by car, truck, transit, assistive device, foot, or bicycle; and

**WHEREAS**, complete streets is a flexible, context sensitive, multi-modal approach that implements safe and convenient access for transportation users of all ages and abilities, including pedestrians, cyclists, transit users, motorists, persons with disabilities, emergency responders, seniors, youth, families, as well as freight and service operators; and

**WHEREAS**, the City Commission of the City of Lake Worth Beach recognizes that these statistics are not acceptable for residents, business owners, commuters, visitors, or others who live, work, or play in the City of Lake Worth Beach; and

**WHEREAS**, complete streets enhance safe walking and bicycling options for everyone, including school-age children, in recognition of the national Safe Routes to Schools program; and

**WHEREAS**, the Florida Department of Transportation has adopted a complete streets policy; and

**WHEREAS**, the City desires to adopt a Complete Streets policy which is to be used as a guiding principle, where practicable and economically feasible, in the design, operation, and maintenance of City streets to promote safe and convenient access and travel for all users; and

**WHEREAS**, the City desires to encourage walking, bicycling, and transit use as safe, convenient, and widely available modes of transportation for all people; and

**WHEREAS**, promoting pedestrian, bicycle, and public transportation travel as an alternative to the automobile reduces negative environmental impacts, promotes healthy living, and is less costly to the commuter; and

**WHEREAS**, the design and construction of new roads and facilities should anticipate future demand for biking, walking, and other alternative transportation facilities and not preclude the provision of future improvements; and

**WHEREAS**, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and public transportation are more conducive to the public life and efficient movement of people than streets designed primarily to move automobiles and trucks.

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

Section 1: The City Commission hereby establishes a "Complete Streets" policy in furtherance of the goals, policies, and objectives of the transportation element of the City's Comprehensive Plan.

Section 2: The City will incorporate a flexible complete streets program into the design, development, construction, operation, maintenance, and implementation of policies and programs affecting all City property to create a connected network of facilities accommodating all users.

Section 3: That the City affirms that all road projects should be designed to accommodate all users and that pedestrian and bicycle facilities will, where practical, be established in new construction, reconstruction, repaving, and rehabilitation.

Section 4: That the City will support and encourage coordination with its citizens, partnering agencies, and organizations to provide public awareness of the benefits Complete Streets provide to the community.

Section 5: This resolution shall become effective immediately upon its adoption.

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

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

The Mayor thereupon declared this resolution duly passed and adopted on the 6<sup>th</sup> day of September, 2022.

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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



City of  
Lake Worth  
Beach  
FLORIDA<sup>SM</sup>



LAKE WORTH BEACH  
Public  
Works<sup>SM</sup>

# **COMPLETE STREETS POLICY**

**September 2022**



## **VISION**

Complete Streets is about establishing a more cohesive built environment, not just for vehicles, but for all who traverse that environment. It's a multifaceted mobility mindset and shift from "moving vehicles" to "moving people". The goal of this Complete Streets Policy is to create an equitable, safe, accessible, and effective transportation system that balances the needs of all users comfortably. Complete Streets strive to provide the best possible blend of service, mobility, and safety for citizens of all ages, income levels, and abilities. This policy is intended to ensure that all planning, design, construction, reconstruction, and maintenance activities produce safe and accessible surface transportation network improvements that allow all users of the public right of way to safely and conveniently reach their destination regardless of their chosen mode of transportation. This policy is also intended to encourage walking and biking, produce the health benefits that result from these types of activities, help reduce the demand for fossil fuels, to ease traffic congestion, reduce wear on roadways, improve air quality, make streets / public and private spaces more attractive for businesses and customers, and increase economic activity.

## **DEFINITIONS**

**Accessibility:** refers to both how well the transportation infrastructure (sidewalks, crosswalks, public transit vehicles, etc) serves people with disabilities and, in a broader sense, the ease of reaching destinations for all people regardless of their level of ability.

**ADA (Americans with Disabilities Act):** a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public.

**Built Environment:** refers to the human-made surroundings as opposed to the natural environment. This includes buildings, parks, streets, transportation facilities, etc.

**Complete Streets:** roadways designed to safely and comfortably accommodate all users, including, but not limited to motorists, cyclists, pedestrians, transit and school bus riders, delivery and service personnel, freight haulers, persons with mobility impairments, and emergency responders. The Complete Streets policy will guide decision making during the planning and design of capital improvement projects for roads and other City owned facilities.

**Equity:** as defined by the National Complete Streets Coalition, equity in Complete Streets means "investing in the most underserved communities, involving the people who have been systemically excluded from the transportation planning process, and prioritizing projects that serve those most vulnerable to poor roadway design."

**Multimodal:** various modes of transportation. A multimodal transportation system provides travelers with multiple viable transportation options.

**Right-of-Way:** land owned or controlled by public agencies for the purposes of constructing, operating, and maintaining public facilities such as streets, alleys, sidewalks, curbs, bike lanes, utilities, and other public infrastructure.

**Roadway Network:** a multi-modal, integrated system of public thoroughfares that includes local and arterial roads, walkways, paths, and fixed-route transit corridors.

**Sharrow:** pavement marking of two chevrons above a bicycle to indicate that motor vehicles and bicycles are to share the lane.

**Speed Hump / Speed Table:** a traffic calming treatment which consists of a raised pavement area across a roadway to encourage drivers to slow down. Speed tables are longer than speed humps and flat-topped, making them more suitable for emergency vehicles.

**Streetscape:** describes the collective appearance of all the different elements along a roadway that define its character such as buildings, sidewalks, trees/landscaping, lighting, transit stops, and street furnishings like benches, planters, trash receptacles, etc.

**Traffic Calming:** measures applied to roadways with the intention of reducing the negative impacts of motor vehicles and driver behavior.

**Users:** motorists, pedestrians, bicyclists, children, persons with disabilities, movers of commercial goods, and transit riders of all ages and abilities utilizing all modes of ground transportation.

## **GOALS**

Building Complete Streets will provide many benefits to residents, business owners, visitors, and the community in its entirety. Most importantly, embracing the Complete Streets concept will create a balanced transportation system by providing safe, accessible, and efficient connections between destinations, bolster economic growth and stability, and provide the possibility of an increase in property values. Complete Streets will reduce crashes through safety improvements, improve public health and fitness, reduce harmful emissions, and reduce the overall demand on our roadways by allowing people to replace motor vehicle trips with multiple transportation options. Additionally, integrating sidewalks, bike facilities, transit amenities, and/or safe crossings into the initial design of a project spares the expense and complications of later retrofits.

Policy goals consist of:

- Identify opportunities to promote and provide safe and convenient access and travel for all users of the transportation network
- Promote the use of complete street principles, best practices, and design standards ensuring early coordination during project scoping to identify and document how a reconstruction or new construction projects will impact bicyclists, pedestrians, and transit riders of all ages/abilities and potential actions or strategies to address them
- To create a comprehensive, integrated, and connected transportation network that supports the City's sustainable development objectives
- To make the roadway and street environment safer and more inviting by reducing the frequency and severity of vehicular, bicycle, and pedestrian related accidents

- To ensure safety, ease of use, and the needs of all users are recognized and accommodated throughout the City's transportation network to the greatest extent possible including those with disabilities in accordance with legal requirements of the Americans with Disabilities Act (ADA)
- Budget properly for both internal and external training opportunities and other resource tools across multiple disciplines

## **APPLICABILITY AND SCOPE**

This Complete Streets Policy applies to all projects within the public right-of-way, including new construction, reconstruction, rehabilitation, repair, maintenance or planning of roadways, as well as any transportation projects that will utilize federal funds allocated through the Palm Beach County Transportation Planning Agency (TPA).

Complete Streets are designed and operated to enable safe access for all users. While there is no set formula for a complete street, it will typically have some or all of the following elements:

- Sidewalks & high visibility crosswalks (at grade or raised)
- Shared use paths (SUP)
- Bike lanes or shared lanes
- Paved shoulders suitable for pedestrians and bicyclists
- Medians / pedestrian refuge islands
- Audible pedestrian signals
- Pedestrian countdown signals
- Traffic calming measures
- Bold lane striping
- Street trees, shrubs, and other landscaping
- Street furniture (benches, bicycle racks, trash receptacles, etc)
- Alternative pavement materials / textured / stamped crosswalks
- Transit stop accommodations
- Bus pullouts
- Access management strategies (proper access management can prevent crashes, reduce traffic congestion, improve traffic flow, preserve existing investment in roads, and make roads more walkable and bikeable)
- On-street parking
- Pedestrian-scale lighting / lighting techniques that increase safety for all users
- Road diets / Lane repurposing

In addition to other resources listed in Appendix A, the City shall utilize the Palm Beach TPA's Complete Streets Design Guidelines as well as FDOT's Design Manuals and Complete Streets Context Classification when determining Complete Streets designs for transportation projects.

## **CONTEXT SENSITIVITY**

In planning and implementing roadway projects, the City shall maintain sensitivity to local conditions in both residential and business areas as well as work with residents, merchants, and other stakeholders to ensure that a strong sense of place ensues. The Complete Streets concept is

not a one-size-fits-all solution and does not mean every location will contain the exact same elements to accommodate all modes of transportation in the same manner. Implementation of Complete Streets design elements must be done in a context-sensitive manner with respect to the surrounding community, its natural and built environments, demographics, current and future land uses, and transportation needs.

## **RECOMMENDATIONS**

All users should be considered during the entire life cycle of a project, including planning, design, construction, operations, and maintenance. Street furniture, such as bike racks or benches, should be considered as part of all projects if they do not impede any user. When designing a roadway that includes or crosses an existing or future transit route, ensure that the appropriate pedestrian and wheelchair access is provided to and from the transit stops. Traffic-calming elements in accordance with the City's Traffic Calming Policy (adopted 2021) including, but not limited to, landscaping, horizontal shift, and vertical deflections, should be considered where safe and appropriate. Consideration should be given to street trees and landscape components to increase the City's overall canopy, with careful analysis of tree type, site, and design considerations. Special consideration should be given to future planned facilities or services.

## **IMPLEMENTATION**

This Complete Streets policy shall apply to all transportation related elements of the City's capital improvement program. As the City constructs and/or renovates buildings and other facilities, transportation access by all anticipated modes shall be considered. The design of new, rehabilitated, or reconstructed City owned roads shall consider the current and future demands for all modes. During the planning and design of capital improvement projects, City departments will coordinate with each other to ensure that Complete Streets initiatives and needs are incorporated where appropriate.

## **EVALUATION**

The City shall, at a minimum, evaluate this policy and the documents associated with it on a quinquennial basis. This evaluation may include recommendations for amendments to the Complete Streets Policy, including among others the development/modification of exemption guidance.

## **EXCEPTIONS**

Complete Street accommodations, on both City capital improvement projects and external projects performed by Palm Beach County or the Florida Department of Transportation, may not

be practical due to factors beyond the City's control. The City of Lake Worth Beach, while being in favor of promoting Complete Streets, notes possible exceptions:

- Existing public right-of-way width doesn't provide adequate space for desired improvement
- Public safety impacts outweigh the proposed benefit of implementing identified Complete Streets element
- If the cost of constructing Complete Streets improvements is disproportionate to the current need or anticipated future demand for such improvements, which is defined by the Federal Highway Administration at the time of adoption of this policy as exceeding twenty percent of the overall project cost<sup>1</sup>
- Where there is an absence of current or projected need
- There is an existing or proposed parallel roadway with sufficient accommodations, or it is more feasible and/or less costly to locate the proposed accommodations on an alternate route
- The improvement is a short distance and not continuous
- Unwanted or needed based on public preference and/or design judgement

All exceptions will be documented and discussed during the project planning process.

## **PERFORMANCE MEASURES**

Policy performance measures can include, but are not limited to:

- Increase in linear feet of new and/or repaired sidewalk
- Increase in the number of marked crosswalks, ADA compliant curb ramps, pedestrian signal heads, flashing signals, signs, and other relevant pedestrian safety improvements
- Increase in the number of bus shelters, benches, and other relevant bus stop amenities
- Increase in the number of miles of bicycle lanes, shoulders, sharrows, and other relevant bicycle facilities
- Increase in the number of bicycle parking facilities installed
- Decrease in the number of reported bicycle and pedestrian related crashes on City owned roads
- Increase in street trees and other relevant environmental features and elements within or adjacent to roadways
- Number of crosswalks constructed or improved

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<sup>1</sup> [https://www.fhwa.dot.gov/environment/bicycle\\_pedestrian/guidance/design.cfm](https://www.fhwa.dot.gov/environment/bicycle_pedestrian/guidance/design.cfm)

## **Appendix A**

Guidelines and standards may include, but are not limited to:

- I. American Association of State Highway Officials (AASHTO) A Policy on Geometric Design of Highways and Streets
- II. AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities
- III. AASHTO Guide for the Development of Bicycle Facilities
- IV. Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- V. FDOT Manual on Uniform Traffic Control Devices (MUTCD)
- VI. National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide
- VII. Institute of Transportation Engineers (ITE) Traffic Calming Measures and Designing Walkable Urban Thoroughfares: A Context Sensitive Approach
- VIII. NACTO (National Association of City Transportation Officials) Urban Street Design Guide
- IX. NACTO Transit Street Design Guide
- X. Public Right-of-Way Accessibility Guidelines (PROWAG)
- XI. Palm Beach Transportation Planning Agency Complete Streets Design Guidelines
- XII. American Planning Association Complete Streets: Best Policy and Implementation Practices
- XIII. Small Town and Rural Multi-Modal Networks (Federal Highway Administration)

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** Public Works

**TITLE:**

Agreement with Spatco Energy Solutions LLC for the Fleet Fuel System and Dispensers Replacement Project.

**SUMMARY:**

The Agreement with Spatco Energy Solutions LLC authorizes the contractor to preform fleet fuel system and dispenser replacement at the Public Works Fleet Facility not to exceed \$324,480.00.

**BACKGROUND AND JUSTIFICATION:**

The Public Works Fleet Facility located at 1749 3<sup>rd</sup> Avenue South houses the fleet fuel system and fuel dispensers utilized by the various departments of the City of Lake Worth Beach. The facility's fuel dispensers have been experiencing frequent equipment failures necessitating costly repairs. The result of these failures has resulted in delays for City staff attempting to respond in a timely manner to required tasks. The unreliable nature of the current fuel dispensers also poses a potential impediment to efficient implementation of emergency management operations and procedures. Additionally, the fleet fuel system currently employed to track fuel consumption by City fleet assets is antiquated and lacks many of the features necessary to guarantee accurate data collection that can be efficiently exported to other City systems. Due to the age of the existing fuel fleet fuel system and dispensers it was determined that replacement of these systems was the appropriate action. The City issued Invitation to Bid # 22-109 for the Fleet Fuel System and Dispensers Replacement Project and on July 1<sup>st</sup>, 2022 received a single proposal from a qualified contractor. After review of the bid by the Purchasing Division and Public Works Department, Spatco Energy Solutions LLC was selected as the most responsive and responsible bidder. The Agreement with Spatco Energy Solutions LLC would authorize the contractor to replace the fleet fuel system and construct new fuel dispensers at a cost not to exceed \$324,480.00.

**DIRECTION:**

Move to approve/disapprove the Agreement with Spatco Energy Solutions LLC at a cost not to exceed \$324,480.00.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement Spatco Energy Solutions LLC

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Capital Expenditures	324,480.00	0	0	0	0
Operating Expend	0	0	0	0	
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>324,480.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Department Name	Division	Account Description	Project Number	FY22 Budget	Current Balance	Additional Revenues	Agenda Expenditure	Balance
530-9010-549-63-00	Non-Departmental	Non-Departmental	Improve other than build	GV2209	670,000	670,000	0	324,480	298,685

**CONSTRUCTION CONTRACT  
(Fleet Fuel System and Dispensers Replacement)**

**THIS CONSTRUCTION CONTRACT** (“Contract”) is dated on \_\_\_\_\_, by and between the **CITY OF LAKE WORTH BEACH**, a Florida municipal corporation (“City”) and **Spatco Energy Solutions, LLC**, a company authorized to do business in the State of Florida (“Contractor”).

WHEREAS, the City is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the City issued an Invitation for Bid (IFB# 22-109) for the Fleet Fuel System and Dispensers Replacement (“IFB”), which IFB is not attached but incorporated by the reference into this Contract; and

WHEREAS, the City received one (1) response to the IFB from the Contractor before the deadline; and

WHEREAS, Contractor was found to be the responsive and responsible bidder and was recommended for the award; and

WHEREAS, the City desires to accept the Contractor’s bid in order for Contractor to replace the fleet fuel system and dispenser pursuant to the terms and conditions of this Contract; and

WHEREAS, the Contractor further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the City finds entering this Contract with the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

**ARTICLE 1. RECITALS AND WORK.**

1.1 The Recitals set forth above are incorporated into this Contract as true and correct statements and incorporated herein as if set forth in the body of this Contract.

1.2 Contractor shall complete all Work as specified and indicated in the Contract Documents, as defined below and as set forth and according to the specifications provided in IFB and in **Exhibit “A”**. The Work is generally described as Fleet Fuel System and Dispenser Replacement project (“Project”).

**ARTICLE 2. CONTRACT TIME.**

2.1 The Work will be substantially completed within **220 calendar** days from the date of the Notice to Proceed. Final completion of the Work that includes final assembly of the railing and all punch-list items (if any) shall be within **240 calendar** days from the Notice to Proceed.

2.2 Time is of the essence under this Contract.

2.3 **LIQUIDATED DAMAGES.** The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above. 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 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 paragraph 2.1.

2.4 In the City's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the City.

### **ARTICLE 3. CONTRACT PRICE.**

3.1 City shall pay Contractor for completion of the Work in accordance with the Contract Documents a lump sum, not to exceed amount of **Three Hundred Twenty-Four Thousand, Four Hundred Eighty Dollars (\$324,480)**, which shall be payable in accordance with Article 4 of this Contract. The Contract Price includes **Fifty-Four Thousand Eighty Dollars (\$54,080.00)** as a contingency for unforeseen changes and additional changes requested by the City ("Contingency"). The Contractor must submit a written request to the City prior to commencing any Work to be covered by the Contingency. The City's Contract Administrator is authorized to approve in writing the use of the Contingency by the Contractor.

### **ARTICLE 4. PAYMENT PROCEDURES.**

4.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work accomplished in the prior month, which is installed and to be used in the Project. Contractor's invoices shall be submitted to:

City of Lake Worth Beach  
Attn: Financial Services Department  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

The City's Contract Administrator will review each invoice submitted by the Contractor. If approved by the City's Contract Administrator and the Financial Services Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

4.2 Payment to the Contractor shall be made pursuant to the Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment to the Contractor as retainage until final work completion.

4.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the Contract Documents (including completion of all punch-list items) and final inspection by the appropriate agencies with jurisdiction over the Project, the Contractor shall submit a "final invoice"

to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed, all charges have been invoiced to the City and all material suppliers have been paid in full. If paid, this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the Contract Price including any amount held as retainage.

4.4 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.

4.5 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

**4.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.**

#### **ARTICLE 5. INDEMNITY AND INSURANCE.**

5.1 The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor'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 Contractor against the City and the Contractor 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 Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to

cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. 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.

5.2 Prior to commencing any services, Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence  \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker’s Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the City as an additional insured on a primary, non-contributing basis, and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

**ARTICLE 6. TERMINATION.**

6.1 TERMINATION BY CITY: The City (through its City Manager or designee) may terminate the Contract Documents if the Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to prosecute the Work in a timely manner;
3. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
4. disregards or takes action contrary to any laws, ordinances, or rules, regulations orders of a public authority having jurisdiction;
5. takes action, short of declaring bankruptcy, evidencing insolvency;
6. fails or refuses to provide and/or maintain insurance or proof of insurance or the public construction bond as required by the Contract Documents; or,
7. otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor written notice and five (5) days to cure, terminate the Contract and Contract Documents and may:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
2. finish the Work by whatever reasonable method the City may deem expedient.

The Contractor shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the Work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

**6.2 TERMINATION BY THE CITY FOR CONVENIENCE:** The City may, at any time, terminate the Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

1. cease operations as directed by the City in the notice;
2. take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed and reasonable costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

## **ARTICLE 7. CONTRACT DOCUMENTS.**

**7.1 Contract Documents.** The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of the terms and conditions set forth in this Contract, the IFB including all Project plans/drawings and issued addenda; the bid submitted by the Contractor; and any duly executed and City issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the Work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Change Orders, Work Directive Changes, Field Orders and Amendments approved and executed by the parties
Second Priority:	Terms and conditions of this Contract
Third Priority:	The IFB, addenda issued with the IFB, and Project plans
Fourth Priority:	Contractor's Bid

7.2 Contract Administrator. Whenever the term "Contract Administrator" is used herein, it is intended to mean the City Manager or designee, for the City of Lake Worth Beach, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

**ARTICLE 8. CONTRACTOR'S REPRESENTATIONS AND SCOPE OF WORK.**

8.1 In order to induce City to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Project site ("Site"), conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
4. Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, especially with respect to any technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Contract Documents, especially with respect to technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.
5. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.4 above) which pertain to the subsurface or physical conditions at or adjacent to the Site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

6. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or adjacent to the Site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

8. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

9. Contractor has given the Contract Administrator written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the Contract Administrator is acceptable to Contractor.

10. Contractor acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

12. Contractor is aware of the general nature of work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.

13. Contractor agrees to be solely responsible for compliance with all applicable environmental and safety laws and regulations, for any liability arising from non-compliance with the laws and regulations and to reimburse the City for any loss incurred in connection therewith. This compliance provision specifically includes the Contractor's compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

8.2 The Project and Work includes all materials and services and other things necessary for the Contractor to complete the Project as described the Contract Documents.

8.3 The Contractor represents to the City that the Work provided under the Contract Documents shall be in accordance with accepted and established trade practices and procedures recognized in the

Contractor's trade in general and that the materials shall conform to the highest standards and in accordance with the Contract Documents.

8.4 The Contractor represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under the Contract Documents. The Contractor further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

8.5 The Work shall be performed by the Contractor or under its supervision and all personnel engaged in performing the work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Work. All of the Contractor's personnel (and all subcontractors), shall comply with all applicable laws and regulations governing safety and security.

8.6 Should the City require additional materials or services not included in the Contract Documents, fees and payment for such work will be set forth in a separate written amendment or change order prior to any such additional materials or services being provided by the Contractor. The Contractor has no authority to approve any changes to the Contract Documents without prior written authorization from the City's Contract Administrator.

8.7 The City's Fiscal Year ends on September 30<sup>th</sup> of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30<sup>th</sup> of each calendar year, prior to the annual budget being approved by the City Commission or funds otherwise being available to pay the Contractor. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new purchase order for the remaining approved goods and/or services but the terms of such purchase order shall not apply; the Contract Documents shall control.

#### **ARTICLE 9. MISCELLANEOUS.**

9.1 *Assignment.* Unless expressly agreed to elsewhere in the Contract Documents, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2 *Successors and assigns.* City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.3 *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.4 *Public entity crimes.* A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

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

9.6 *Waiver.* Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.7 *Waiver of jury trial.* TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.8 *Independent Contractor.* The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.9 *Access and audits.* The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The City shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.10 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.11 *Public Records Law.* As applicable, the Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion

of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR CITYCLERK@LAKEWORTHBEACHFL.GOV OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

9.12 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.13 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the City that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.14 *Assignment of warranties.* Contractor shall assign to City all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to City.

9.15 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of City, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive City of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of City, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.16 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.17 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

9.18 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and City's execution of this Contract, the City may immediately terminate this Contract upon written notice to the Contractor and the City shall have no further obligation to the Contractor under the Contract Documents. In the event of such termination, the Contractor shall also forfeit its bid security to the City.

9.19 *Scrutinized Companies.*

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

2. If this Contract is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Contract at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

4. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Contract, including any and all renewals.

5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

9.20 *Counterparts*: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. Further, this Contract may be executed by electronic signature as authorized by the City.

9.21 *Entire Contract and Amendment*: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof.

9.22 *Governing Law; Consent to Jurisdiction*: This Contract (together with the other Contract Documents) shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and, to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

9.23 *Third Party Beneficiary rights*: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

9.24 *Severability*: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

9.25 *Effective date*: The effective date of this Contract is the date the Contract is approved by the City Commission or City Manager as appropriate.

9.26 *Compliance*: Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

9.27 *Work for Hire*: All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications,

assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The City grants to the Contractor and Contractor's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's Subcontractors in future projects of the Contractor or Contractor's Subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's Subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

9.28 *Continuing Obligations*: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

9.29 *Notice*: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier or by hand-delivery as follows to the City:

City of Lake Worth Beach  
Attn: City Manager  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

and to the Contractor as follows:

Spatco Energy Solutions LLC  
461 NW 6<sup>th</sup> Ave  
Florida City, FL 33034

Either party may amend this provision by written notice to the other party. Notice shall be deemed provided upon receipt of certified mail (signed receipt) or overnight courier (signed receipt) or hand-delivery (signed receipt).

9.30 *Warranty/Guaranty*: All Work, materials, labor, and equipment to be furnished and/or installed by the Contractor under the Contract Documents shall be guaranteed by the Contractor or manufacturer, if any, for a period of one year from the date of final approval of the Project against defective materials, design and workmanship. Upon receipt of notice from the City of failure of any part covered under such warranty/guaranty period, the affected Work, labor, materials, or equipment shall be repaired and/or replaced promptly by the Contractor or the manufacturer at no expense to the City. In the event the Contractor fails to make the necessary repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the repairs and/or replacements at the expense of the Contractor.

9.31 *Protection of Work and Property*: The Contractor shall continuously maintain adequate protection of all Work from damage, and shall protect such Work and the City's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly caused by the City or its employees, the Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until final acceptance of the Project by the City, the Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, and the Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

9.32 *Subcontractors*: The total work to be accomplished by subcontractors is listed in the Contractor's bid (if any) and may not be changed unless approved in writing by the Contract Administrator. The balance of Work must be accomplished by the Contractor's own forces. The Contractor shall be responsible for the acts or omissions of its subcontractors. The subcontractors shall have insurance consistent with the insurance required of the Contractor as set forth in the Contract Documents unless otherwise agreed in writing by the Contract Administrator.

10. *E-Verify*: Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Contract; and,
6. Be aware that if the City terminates this Contract under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least one (1) year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Contract.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for the Fleet Fuel System and Dispenser Replacement to be executed the day and year shown below.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

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

CONTRACTOR:

**SPATCO ENERGY SOLUTIONS LLC**

[Corporate Seal]

By: \_\_\_\_\_

Print Name: Andy Adams

Title: VP of Florida

STATE OF Florida )  
COUNTY OF Pinellas )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 3 day of August 2022, by Andrew Adams, as the VP [title] of SPATCO ENERGY SOLUTIONS LLC, a Florida Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Amanda Tobek  
Notary Public Signature

Notary Seal:



**Exhibit "A"**

**BID**

**IFB # 22-109 FLEET FUEL SYSTEM AND DISPENSERS REPLACEMENT**

**Bid of:** **Spatco Energy Solutions, LLC**

(Write Dollar Figure Here)

**Total Bid Amount:** **\$138,700.00**

**Additive Alternate:** **\$131,700.00**

**Grand Total Inclusive  
of Additive Alternate:** **\$270,400.00**

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Time of Work:

Material Supply Time = 90 days  
Permitting = 120 days  
Construction = 10 days

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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinance No. 2022-15 – First Reading - approval 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)

**SUMMARY:**

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

- 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 and public amenities.
- 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 (+/- 16 units) and height (3 stories & 24’10”).

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, public plaza with a sculpture on 10<sup>th</sup> Avenue North, and recreational amenities on the 5<sup>th</sup> Floor 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 deed restricted as workforce housing through the PBC Workforce Housing program. The applicant’s stated project concept is 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

**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 10<sup>th</sup> Avenue to reduce potential traffic conflicts at that entrance if feasible.

As outlined in the staff report, the proposed planned development meets all standards and requirements as outlined in the City's Land Development Regulations (LDRs) and Comprehensive Plan except in two areas where the applicant is requesting additional flexibility. Specifically, the applicant is requesting to reduce the side setback along North G Street by 1 foot 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 minimum living area of the one-bedroom units by 16 sf to a total of 584 sf. 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 proposed project will also implement the Sustainable Bonus Incentive Program to attain an increase in height (+/- 24' 10" feet / 3-stories) and density (+/-16 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 \$195,675. 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 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.

Additional background, history and justification can be found in the attached documentation, including the advisory board staff report.

**MOTION:**

Move to approve/disapprove Ordinance No. 2022-15 on first reading and to schedule the second reading and public hearing on October 6, 2022.

**ATTACHMENT(S):**

Ordinance 2022-15  
PZB Staff Report  
Supporting Plans and Documents

**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 A MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 930 NORTH G STREE TO CONSTRUCT AN APPROXIMATELY 5-STORY, 81-UNIT MIXED USE 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 a Mixed Use Urban Planned Development District to allow for the construction of an approximately 5-story, 81-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; and 38-43-44-21-15-274-0020) 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;

WHEREAS, on August 3, 2022, the Lake Worth Beach Planning and Zoning Board (PZB) considered the subject application for a Mixed Use Urban Planned Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program and recommended that the City Commission approve the creation of this 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 Residential 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 Mixed Use 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 Mixed Use 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 \_\_\_\_\_, 2022.

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

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

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

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

## Exhibit A

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

**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:** approx. 1.084 acres

**General Location:** Northwest corner of 10<sup>th</sup> Avenue and North G Street

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



## 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)	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' <sup>1</sup>	18'
	Rear (min) <sup>2</sup>	34'	42'-46' <sup>1</sup>	83'
	Street Side (min) – west (North G Street)	10'	10'	9' <sup>3</sup>
	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 <sup>4</sup> (81.3 units)	74.72 du/acre (81 Units)

Building Height (max)		30' (max. 2 stories)	68.75' <sup>4</sup> (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 <sup>4</sup>	1.43
Living Area (minimum)	Studio	400 sf	400 sf	NA
	One-bedroom units	600 sf	600 sf	<b>584<sup>5</sup> sf</b> <b>2.6% reduction (16 sf)</b>
	Two-bedroom units	750 sf	750 sf	891 sf
	Three-bedroom units	900 sf	900 sf	NA
Parking		130.5 spaces	98	98 <sup>6</sup>
Is property in flood plain or Wellfield Zone? Yes/No		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. 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.

**-Exhibit C**

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

**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 to implement site modifications related to conditions of approval and to reflect the right turn in access from 10<sup>th</sup> Avenue N.

**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 adoption by the City Commission.
  - g. Alleyway improvements consisting of 4-inch asphalt millings, graded and compacted, shall be constructed from 10<sup>th</sup> Avenue North to 9<sup>th</sup> 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.  
Note that No permanent power can NOT be provided until a Final Electrical Inspection is done.

## 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

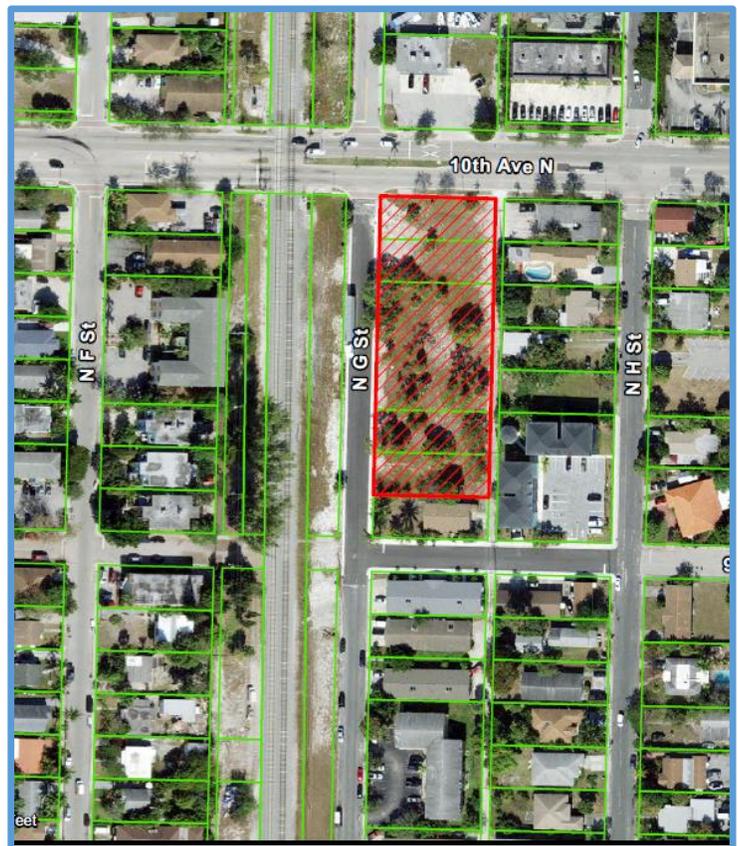
**General Location:** Northwest corner of 10<sup>th</sup> Avenue and North G Street

**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 5<sup>th</sup> 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' <sup>1</sup>	18'
	Rear (min) <sup>2</sup>	34'	42'-46' <sup>1</sup>	83'
	Street Side (min) – west (North G Street)	10'	10'	<b>9'<sup>3</sup></b>
	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 <sup>4</sup> (81.3 units)	74.72 du/acre (81 Units)
Building Height (max)		30' (max. 2 stories)	68.75' <sup>4</sup> (30' Pus 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 <sup>4</sup>	1.43
Living Area (minimum)	Studio	400 sf	400 sf	NA
	One- bedroom units	600 sf	600 sf	<b>584<sup>5</sup> sf</b> <b>2.67% reduction (16 sf)</b>
	Two- bedroom units	750 sf	750 sf	891 sf

	Three-bedroom units	900 sf	900 sf	NA
Parking		130.5 spaces	98 <sup>6</sup>	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 10<sup>th</sup> Avenue North to 9<sup>th</sup> 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 10<sup>th</sup> Avenue North to 9<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> 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 10<sup>th</sup> 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 an 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 10<sup>th</sup> Avenue North to 9<sup>th</sup> 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><b>1. Harmonious and efficient organization.</b> 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><b>2. Preservation of natural conditions.</b> 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><b>3. Screening and buffering.</b> 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><b>4. Enhancement of residential privacy.</b> 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><b>5. Emergency access.</b> 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><b>6. Access to public ways.</b> 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><b>7. Pedestrian circulation.</b> 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><b>8. Design of ingress and egress drives.</b> 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><b>9. Coordination of on-site circulation with off-site circulation.</b> 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>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.</p>	<b>In compliance</b>
<p>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.</p>	<b>In compliance</b>
<p>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.</p>	<b>In compliance</b>

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**

<b>Section 23.2-31(h) – Criteria for parking lots and vehicular use areas</b>	<b>Analysis</b>
<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>	<b>In compliance</b>
<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>	<b>In compliance</b>
<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>	<b>In compliance</b>
<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>	<b>In compliance</b>

<b>Section 23.2-31(l) – Community Appearance Criteria</b>	<b>Analysis</b>
<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>	<b>In compliance</b>
<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>	<b>In compliance</b>
<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>	<b>In compliance</b>
<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>	<b>In compliance</b>

### 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>	<b>In compliance</b>
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>	<b>In compliance</b>
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>	<b>In compliance</b>
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>	<b>In compliance</b>
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>	<b>In compliance</b>
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>	<b>In compliance</b>
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>	<b>In compliance</b>
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>	<b>In compliance</b>
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>	<b>In compliance</b>
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>	<b>In compliance</b>

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**



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July 22, 2022

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

**Re: Lake Worth Station – Project Narrative – Updated per SPRT #1  
Mixed Use Residential/Office Planned Development, 1.084 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, 1.084 acres**

**Property Control Numbers:**

**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**

**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.

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

**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:** Mixed Use development of residential and office, comprised of:

**Residential:** 81 units (63-1BR, 18-2BR)  
**Leasing Office:** 891 square feet  
**Co-work Office:** 891 square feet

### **Project Background:**

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

The overall property is bordered by:

North: 10<sup>th</sup> Avenue North  
South: Residential Parcel, which is not included in the project.  
West: North G Street  
East: A platted 10' alley, which is unimproved.

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 mixed-use project includes the construction of a five-story building, surface parking and site amenities, to serve 81 residential units and 2 offices. Of the 81 residential units, 63 will be 1-bedroom units and 18 will be 2-bedroom units. 39 of the 1-bedroom units will be workforce housing. At grade on-site and street parking are also provided.

The site will provide 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.

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 the following 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

According to the Major Thoroughfare Design Guidelines, the project site is located within Major Thoroughfare E, which runs along 10<sup>th</sup> Avenue North, from Dixie Highway to the West City limit. 10<sup>th</sup> 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. The 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

10<sup>th</sup> 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

**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.

**West:** 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. Beyond the roadway is a vacant parcel, which abuts the Florida East Coast Railroad right-of-way.

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

**South:** A residential lot is located south of the property and is not included in the proposed development.

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

Aerial photo of site – along 10<sup>th</sup> 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 10<sup>th</sup> 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 mixed-use 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 10<sup>th</sup> 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.*

### **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: *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. 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 83' from the south property line, in excess of the 15' required, and 69' 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 ambulance templates will also have full access available on all interior drives. The building will be provided with a fire sprinkler system, connected to a Fire Alarm.*

### **6. Access to public ways:**

Required: The buildings, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.

*Response:* Vehicular access is provided by means of driveway connections at 10<sup>th</sup> Avenue N and N 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 internal parking area, 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 north and west side streets. 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 10<sup>th</sup> 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 right-of-way, as well as adding or improving to the public sidewalks. On North G Street, there are 12 parallel parking spaces proposed, with two of these spaces to be considered as Temporary Loading 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 connection 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 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 mixed-use building. 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 becomes 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 1.084 acre site, to be developed in a single phase and single building. The 5-story building will provide 81 multi-family units. Two of the units will serve as a Leasing/Clubroom and a Co-Work Office. Parking is provided in excess of required. Also provided are bicycle parking, as well as four electric charging spaces. Refer to the following 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
PROPOSED USE	Multi-family and Workforce Housing	
ANTICIPATED DATE OF COMPLETION	December 2024	
	REQUIRED	PROVIDED
LOT AREA (square feet)	13000	47233
LOT AREA (acres)	0.298	1.084
LOT WIDTH (feet)	100	135
BUILDING HEIGHT (feet)	30	54'-10"
NUMBER OF STORIES	2	5
BUILDING SETBACKS		
FRONT-North (10th Ave North)	10'	18'
REAR-South (Residence)	15'	83'
SIDE STREET-West (North G Street)	10'	9' (waiver)
SIDE STREET-East (Alley)	10'	69'
RESIDENTIAL DENSITY (du/acre)	60	81
Basis of increase: 25% increase for Planned Development, per FLU, Policy 1.2.3.4;		
60 du/acre + 25% = 75 du/acre * 1.084 acres = 81 du		
1 Bedroom/1 Bathroom		63
2 Bedroom/2 Bathroom		18
Workforce Housing (1 Bedroom/1 Bathroom)		39
BUILDING AREA (SF)	23617	13854
	50.00%	29.33%
FLOOR AREA RATIO (FAR)	1.5	1.43
BUILDING COVERAGE	50%	29%
GROUND FLOOR		13854
BUILDING FLOOR AREA (sf)		
GROUND FLOOR		13854
2ND FLOOR		13854
3RD FLOOR		13854
4TH FLOOR		13854
5TH FLOOR		12236
TOTAL BUILDING COVERAGE AREA		67652
TOTAL BUILDING FAR	1.5	1.43%
LIVING AREA		
1 Bedroom Units - Center Units	600 SF	584 (waiver)
1 Bedroom Units - Perimeter Units	600 SF	584 (waiver)
2 Bedroom Units	750 SF	891
IMPERMEABLE SURFACE (IMPERVIOUS)	65%	62%
BUILDING (Ground Floor)	13854	29.33%
DUMPSTERS ENCLOSURE AND PAD	245	0.52%
SIDEWALKS AND RAMPS	3361	7.12%
BIKE RACKS (concrete)	64	0.14%
DECORATIVE LOW WALLS	79	0.17%
CONCRETE CURBS	434	0.92%
PARKING CONCRETE DRIVEWAY	587	1.24%
PARKING PERVIOUS CONCRETE/ASPHALT PAVEMENT (50% pervious)	10701	22.66%
PERMEABLE SURFACE (PERVIOUS)	35%	38%
LANDSCAPE + OPEN SPACE	7194	15.23%
PARKING PERVIOUS CONCRETE/ASPHALT PAVEMENT (50% pervious)	10701	22.66%
PARKING REQUIREMENTS		
M8-1BR = 63 UNITS @ 0.75 PER UNIT	95	See below.
MF-2BR = 18 UNITS @ 1.25 PER UNIT	32	See below.
ADMINISTRATIVE/LEASING Office = 891 BPP @ 1 PER OFFICE.	1	See below.
CO-WORK RENTAL OFFICE = 891 SF @ 1 PER 400 SF	2	See below.
GROSS PARKING REQUIRED	129	See below.
MIXED-USE SHARED 25% PARKING CREDIT	32	See below.
NET PARKING REQUIRED	97	See below.
REQUIRED PARKING	97	98
Off-street (on-site) Regular Parking Spaces		84
Off-street (on-site) Compact Parking Spaces @ 25% of Required Parking		19
Off-street (on-site) Handicap Parking Spaces		2
Side-street Parallel Parking Spaces (not including 2 delivery & rideshare spaces)		12
Bonus Parking = Bike Racks = 1 set of 4 = 1 @ 1 space per 4		1
Bonus Parking = Scooter Parking = 6 scooter spaces @ 1 space per 2		0
Electric Charging Spaces (4%)	4	4

**PARKING ANALYSIS**

TYPE	# UNITS	SF each	REQ'D/UNIT	#SPACES
MF-1BR	63		1.5	95
MF-2BR	18		1.75	32
Leasing Space (Administrative)	1	891	1	1
Co-Work Space (Rentable)	1	891	1/400	2
<b>TOTAL REQUIRED</b>				<b>129</b>
<b>MIXED-USE SHARED PARKING CREDIT = 25%</b>				<b>32</b>
<b>TOTAL PARKING REQUIRED =</b>				<b>97</b>
<b>PROVIDED:</b>				
<b>OFF-STREET PARKING (regular and compact)</b>				<b>85</b>
<b>ON-STREET PARKING (including 2 delivery &amp; rideshare spaces)</b>				<b>12</b>
<b>SUBTOTAL PROVIDED</b>				<b>97</b>
<b>PLUS BIKE RACK CREDIT</b>				<b>1</b>
<b>PLUS SCOOTER CREDIT</b>				<b>0</b>
<b>TOTAL PARKING PROVIDED =</b>				<b>98</b>
<b>NOTE:</b>				
<b>ELECTRIC CHARGING SPACE = 4% of off-street parking</b>				<b>3.4</b>
<b>TO BE INSTALLED THIS PHASE =</b>				<b>4</b>
<b>TO BE INSTALLED IN FUTURE PHASE =</b>				<b>0</b>

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

Response:

1. Location: The project is located within a mixed-use district east of Interstate 95, which is designated as Transit Oriented Development-East.
2. Minimum area required: The project area is 1.084 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 97 parking spaces required. Total parking provided is 98, including credit for the bike rack. 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: A waiver is hereby requested to allow that the west setback along North G Street be reduced by 1'. This will allow the architectural character of the building to keep in balance the massing proportion for the overall site, as well as keeping the residential units consistent. An additional waiver is requested to reduce the living area for the one-bedroom units from 600 square feet to 584 square feet. This represents a 2.7% reduction, below the 15% decrease allowed by the Comprehensive Plan, Policy 3.1.2.2 and the Affordable/Workforce Housing Ordinance 2022-12. Otherwise, the development proposal complies with the referenced sections above.*

**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 December 2022. The common open space is located in the open plaza area 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 hardscape. The total open space, located within the open plaza and perimeter landscape areas, provided as follow:*

*Green Space = 7,194 SF = 0.165 AC. = 15.23%  
Concrete Sidewalk, Ramps and Plaza = 3,361 SF = 0.077 AC.= 7.12%  
Total Open Space = 10,555 SF = 0.242 AC = 22.35%*

- **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 the all 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 54'-10".*
- *Increase the number of stories of proposed building to 5 stories*
- *Increase the density of the project from 60 du/acre 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:*

<b>Sustainable Bonus Incentive</b>	<b>Area (sf)</b>	<b>Unit Cost (per sf)</b>	<b>Value</b>
<b>Building</b>			
Third Floor	0	\$5	\$0, due to community benefit of affordable housing
Fourth Floor	13,854	\$5	\$69,270
Fifth Floor	26,090	\$10	\$260,900
<b>Sustainable Value</b>			<b>\$330,170</b>

<b>Transfer Development Rights</b>	<b>Area (sf)</b>	<b>Unit Cost (per 10)</b>	<b>Value</b>
Primary Building	0	\$10	\$0

**Total Incentives Value** **\$330,170**

<b>Incentives provided</b>		
50% Cash to City	on-site	\$165,085
Open Plaza	on-site	\$30,000
Public Art - Sculpture	on-site	\$95,000
Landscape Enhancement		\$50,000
<b>TOTAL</b>		<b>\$340,085</b>

**Total Incentives Provided** **\$340,085**

## **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 and Sustainable Bonus Incentive Program.

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

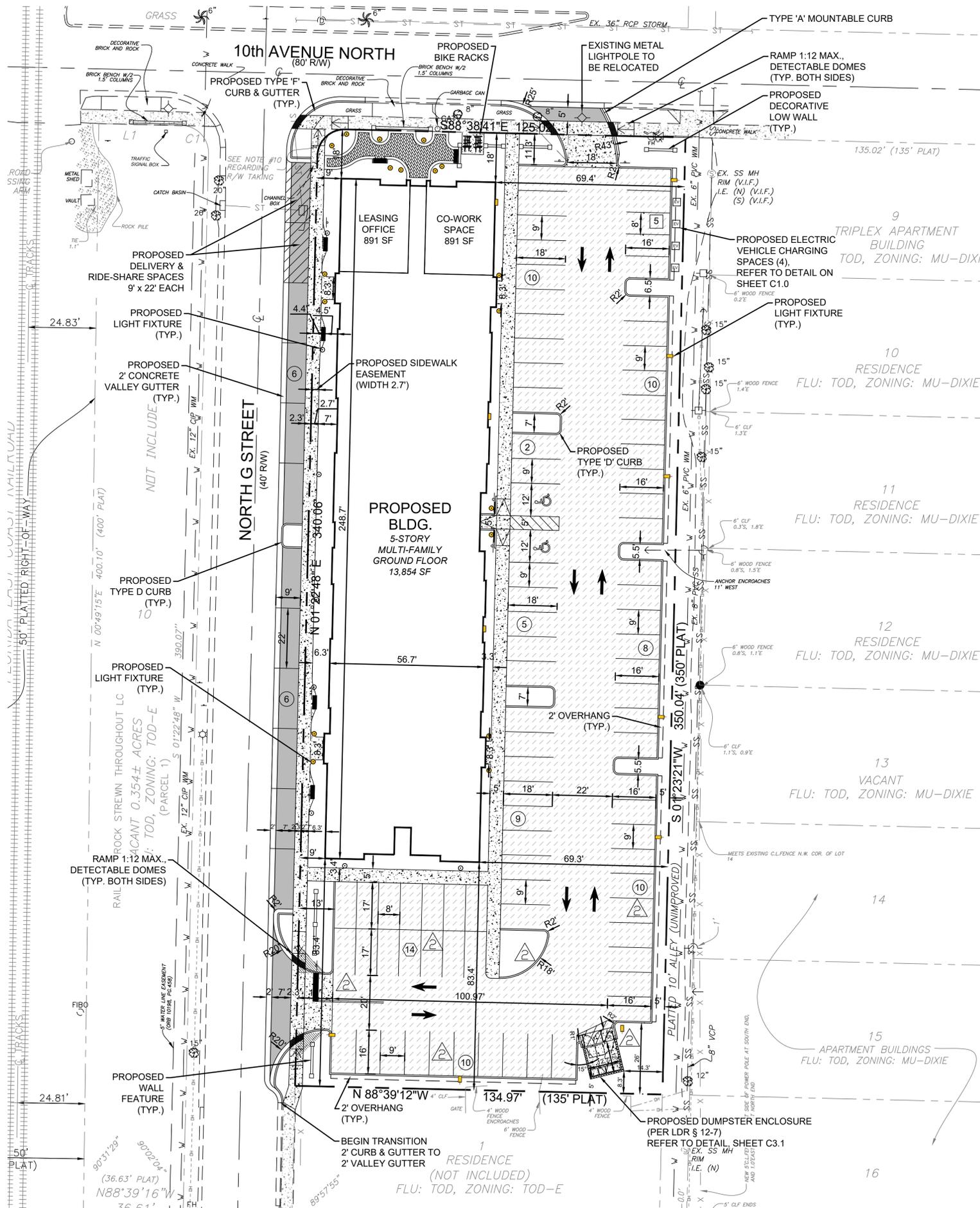
Sincerely,

IBI Group Professional Services (USA) Inc.



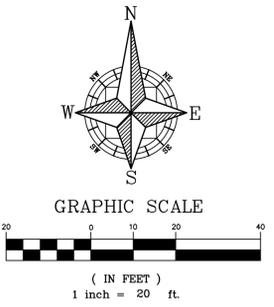
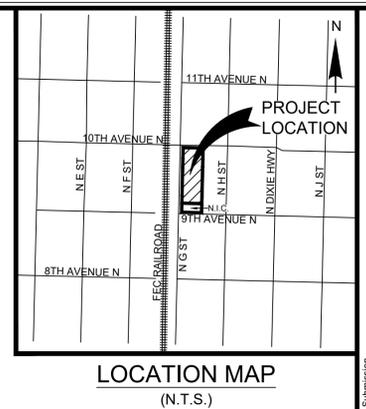
Patricia F. Ramudo, PE LEED AP  
Manager of Engineering

J:\137767 Lake\_Worth\_S17.0\_Production\7.03\_Design\01\_Gen\_Sheets\137767-SP.dwg Modified: 8/15/2022 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 #	38-43-44-21-15-274-0080	
	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	
PROPOSED USE	Multi-family and Workforce Housing	
ANTICIPATED DATE OF COMPLETION	December 2024	
LOT AREA (square feet)	REQUIRED	PROVIDED
LOT AREA (acres)	13000	47233
LOT WIDTH (feet)	100	135
BUILDING HEIGHT (feet)	30	54'-10"
NUMBER OF STORIES	2	5
BUILDING SETBACKS		
FRONT-North (10th Ave North)	10'	18'
REAR-South (Residence)	15'	83'
SIDE STREET-West (North G Street)	10'	9' (waiver)
SIDE STREET-East (Alley)	10'	69'
RESIDENTIAL DENSITY (du/acre)	60	81
Basis of increase: 25% increase for Planned Development, per FLU, Policy		
1 Bedroom/1 Bathroom		63
2 Bedroom/2 Bathroom		18
Workforce Housing (1 Bedroom/1 Bathroom)		39
BUILDING AREA (SF)	23617	13854
	50.00%	29.33%
FLOOR AREA RATIO (FAR)	1.5	1.43
BUILDING COVERAGE	50%	29%
GROUND FLOOR		13854
BUILDING FLOOR AREA (sf)		
GROUND FLOOR		13854
2ND FLOOR		13854
3RD FLOOR		13854
4TH FLOOR		13854
5TH FLOOR		12236
TOTAL BUILDING COVERAGE AREA		67652
TOTAL BUILDING FAR	1.5	1.43%
LIVING AREA		
1 Bedroom Units - Center Units	600 SF	584 (waiver)
1 Bedroom Units - Perimeter Units	600 SF	584 (waiver)
2 Bedroom Units	750 SF	891
IMPERMEABLE SURFACE (IMPERVIOUS)	65%	62%
BUILDING (Ground Floor)	13854	29.33%
DUMPSTERS ENCLOSURE AND PAD	245	0.52%
SIDEWALKS AND RAMPS	3361	7.12%
BIKE RACKS (concrete)	64	0.14%
DECORATIVE LOW WALLS	79	0.17%
CONCRETE CURBS	434	0.92%
PARKING CONCRETE DRIVEWAY	587	1.24%
PARKING PERVIOUS CONCRETE/ASPHALT PAVEMENT (50% pervious)	10701	22.66%
PERMEABLE SURFACE (PERVIOUS)	35%	37.89%
LANDSCAPE + OPEN SPACE	7194	15.23%
PARKING PERVIOUS CONCRETE/ASPHALT PAVEMENT (50% pervious)	10701	22.66%
PARKING REQUIREMENTS		
MB-1BR = 43 UNITS @ 1.5 PER UNIT	95	See below.
MF-2BR = 18 UNITS @ 1.75 PER UNIT	32	See below.
ADMINISTRATIVE/LEASING Office = 871 SF @ 1 PER OFFICE.	1	See below.
CO-WORK RENTAL OFFICE = 871 SF @ 1 PER 400 SF	2	See below.
GROSS PARKING REQUIRED	129	See below.
REQUIRED PARKING (with 25% Mixed-Use Shared Parking Credit)	97	98
Off-street (on-site) Regular Parking Spaces		64
Off-street (on-site) Compact Parking Spaces @ 25% of Required Parking		19
Off-street (on-site) Handicap Parking Spaces		2
Side-street Parallel Parking Spaces (including 2 delivery & ride-share spaces)		12
Bonus Parking = Bike Racks = 1 set of 4 = 1 @ 1 space per 4		1
Electric Charging Spaces (4%)	4	4



### LEGEND

	ASPHALT AREA
	PERVIOUS PAVEMENT PARKING AREA
	CONCRETE
	PERVIOUS PAVERS
	COMPACT PARKING SPACES
	STANDARD PARKING SPACES
	COMPACT (TANDEM) SPACES
	ELECTRIC VEHICLE CHARGING SPACE
	LIGHTING FIXTURES

**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.

- REQUESTED WAIVERS:**
- West setback. Reduce setback from 10' to 9', to accommodate street parking and sidewalk.
  - Reduce living area for 1 bedroom units, from 600 sf to 584 sf, a 2.7% reduction, based on Comprehensive Plan Housing & Neighborhoods Element and Ordinance 2022-12.

### Flood Routing Summary

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

REFER TO CASCADE ROUTINGS

**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.

IBI GROUP (FLORIDA) INC  
1100 Park Central Boulevard South - Suite 3500  
Pompano Beach FL 33064 USA  
tel 954-974-2200 fax 954-973-2686  
ibigroup.com

LANDSCAPE LC #R0000270

LAKE WORTH STATION  
LAKE WORTH BEACH, FLORIDA

SITE PLAN

PATRICIA RAMUDO, PE  
Digitally signed by PATRICIA RAMUDO, PE  
Date: 2022.08.17 15:41:59  
35798 6400

DRAWN: CMP  
SCALE: 1" = 20'  
DESIGNED: CMP  
PROJECT: 137767  
CHECKED: PFR  
SHEET: SP1.0  
DATE: 04/06/2022



Rev	Date	Description
1		
2		
3		
4		
5		
6		

Sheet Title:  
**LANDSCAPE DETAILS  
& GENERAL NOTES**

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

Project Name:  
ANDRES MONTERO P.A.A. A.S.A.  
STATE OF FLORIDA  
REGISTRATION LAR686973  
SEAL / SIGNATURE

Date: JUNE 15, 2022  
Scale: 1" = 20'  
Drawn By: AEM/GMP/MEP  
Approved By: AEM  
Project No: 202206  
Sheet Number:  
**L-04**

**GENERAL NOTES**

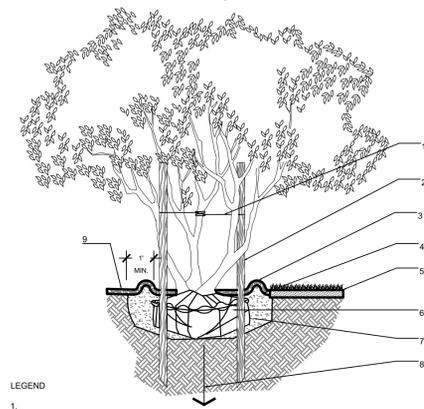
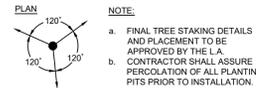
- Before construction begins, the Landscape Contractor is responsible for locating all underground utilities and must avoid damaging any services during construction. If any damage occurs by fault of the Contractor, the necessary repairs must take place at the Landscape Contractor's expense and under 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 (60) 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:**

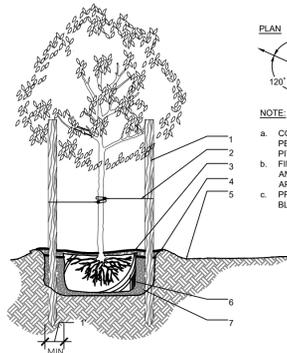
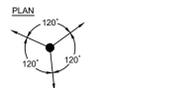
- All landscape areas shall be provided with a fully automatically operated irrigation system. Irrigation system shall provide complete coverage of all plant materials. This system should have rain sensor and should automatically shut off when raining. Irrigation system to comply with applicable jurisdictional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



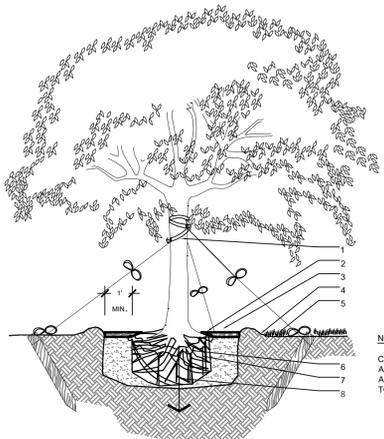
**Sunshine State  
One Call**  
**811**  
Know what's below.  
Call before you dig.



4 MULTI-TRUNK TREE SECTION SCALE: N.T.S

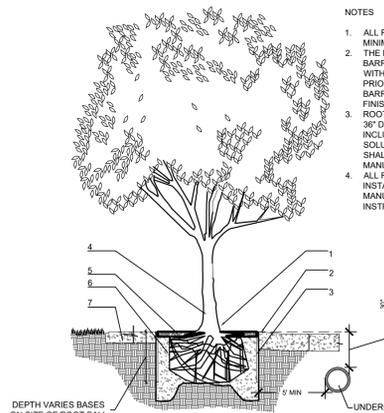


3 SMALL TREE SECTION SCALE: N.T.S



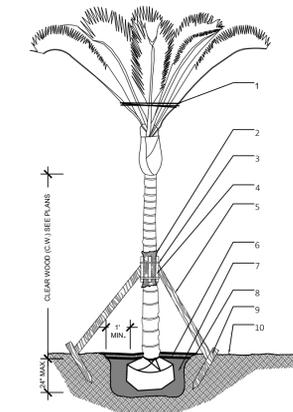
2 LARGE TREE SECTION SCALE: N.T.S

- 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. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

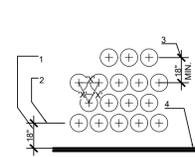


6 ROOT BARRIER INSTALLATION SECTION SCALE: N.T.S

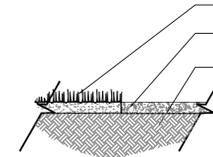
- NOTES:  
1. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY LANDSCAPE ARCHITECT  
2. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.



5 SMALL PALM SECTION SCALE: N.T.S

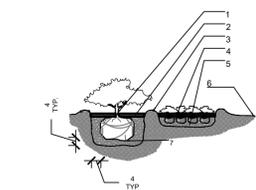


9 TYPICAL PLANT SPACING SECTION SCALE: N.T.S



10 MULCH SECTION SCALE: N.T.S

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



8 SHRUBS & GROUNCOVERS SECTION SCALE: N.T.S

- NOTE:  
ALL SHRUBS AND GROUNDCOVER MASSES TO USE TRIANGULAR SPACING EXCEPT WHERE NOTED REFER TO PLANT LIST FOR INDIVIDUAL PLANT SPACING "X".

- NOTE:  
ALL MULCH SHALL BE FREE OF FIRE ANTS AND DEBRIS ONLY ENVIRONMENTAL FRIENDLY MULCH SHALL BE APPROVED.

NOTE: WHEN GROUNDCOVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE EXCAVATED TO RECEIVE PLANTING SOIL & PLANT MATERIAL, UNLESS NOTED OTHERWISE.

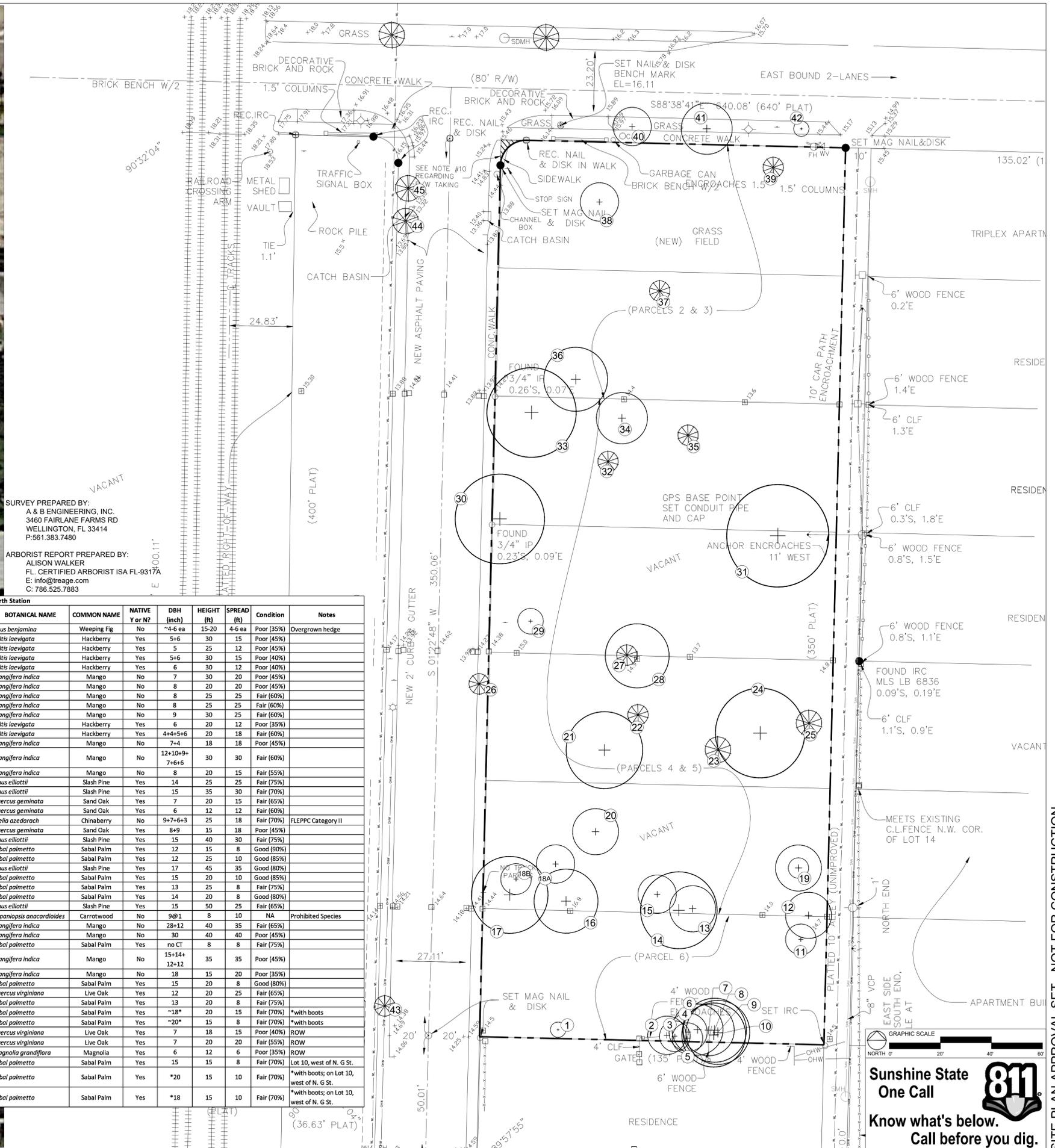
SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION



10th Avenue North

10th Avenue North

SITE



SURVEY PREPARED BY:  
A & B ENGINEERING, INC.  
3460 FAIRLANE FARMS RD  
WELLINGTON, FL 33414  
P:561.383.7480

ARBORIST REPORT PREPARED BY:  
ALISON WALKER  
FL CERTIFIED ARBORIST ISA FL-9317A  
E: info@treage.com  
C: 786.525.7883

No.	BOTANICAL NAME	COMMON NAME	NATIVE Y or N?	DBH (inch)	HEIGHT (ft)	SPREAD (ft)	Condition	Notes
1	<i>Ficus benjamina</i>	Weeping Fig	No	~4-6 ea	15-20	4-6 ea	Poor (35%)	Overgrown hedge
2	<i>Celtis laevigata</i>	Hackberry	Yes	5+6	30	15	Poor (45%)	
3	<i>Celtis laevigata</i>	Hackberry	Yes	5	25	12	Poor (45%)	
4	<i>Celtis laevigata</i>	Hackberry	Yes	5+6	30	15	Poor (40%)	
5	<i>Celtis laevigata</i>	Hackberry	Yes	6	30	12	Poor (40%)	
6	<i>Mangifera indica</i>	Mango	No	7	30	20	Poor (45%)	
7	<i>Mangifera indica</i>	Mango	No	8	20	20	Poor (45%)	
8	<i>Mangifera indica</i>	Mango	No	8	25	25	Fair (60%)	
9	<i>Mangifera indica</i>	Mango	No	8	25	25	Fair (60%)	
10	<i>Mangifera indica</i>	Mango	No	9	30	25	Fair (60%)	
11	<i>Celtis laevigata</i>	Hackberry	Yes	6	20	12	Poor (35%)	
12	<i>Celtis laevigata</i>	Hackberry	Yes	4+4+5+6	20	18	Fair (60%)	
13	<i>Mangifera indica</i>	Mango	No	7+4	18	18	Poor (45%)	
14	<i>Mangifera indica</i>	Mango	No	12+10+9+7+6+6	30	30	Fair (60%)	
15	<i>Mangifera indica</i>	Mango	No	8	20	15	Fair (55%)	
16	<i>Pinus elliotii</i>	Slash Pine	Yes	14	25	25	Fair (75%)	
17	<i>Pinus elliotii</i>	Slash Pine	Yes	15	35	30	Fair (70%)	
18A	<i>Quercus geminata</i>	Sand Oak	Yes	7	20	15	Fair (65%)	
18B	<i>Quercus geminata</i>	Sand Oak	Yes	6	12	12	Fair (60%)	
19	<i>Melia azedarach</i>	Chinaberry	No	9+7+6+3	25	18	Fair (70%)	FLPPC Category II
20	<i>Quercus geminata</i>	Sand Oak	Yes	8+9	15	18	Poor (45%)	
21	<i>Pinus elliotii</i>	Slash Pine	Yes	15	40	30	Fair (75%)	
22	<i>Sabal palmetto</i>	Sabal Palm	Yes	12	15	8	Good (90%)	
23	<i>Sabal palmetto</i>	Sabal Palm	Yes	12	25	10	Good (85%)	
24	<i>Pinus elliotii</i>	Slash Pine	Yes	17	45	35	Good (80%)	
25	<i>Sabal palmetto</i>	Sabal Palm	Yes	15	20	10	Good (85%)	
26	<i>Sabal palmetto</i>	Sabal Palm	Yes	13	25	8	Fair (75%)	
27	<i>Sabal palmetto</i>	Sabal Palm	Yes	14	20	8	Good (80%)	
28	<i>Pinus elliotii</i>	Slash Pine	Yes	15	50	25	Fair (65%)	
29	<i>Cupaniopsis anacardioides</i>	Carrotwood	No	9@1	8	10	NA	Prohibited Species
30	<i>Mangifera indica</i>	Mango	No	28+12	40	35	Fair (65%)	
31	<i>Mangifera indica</i>	Mango	No	30	40	40	Poor (45%)	
32	<i>Sabal palmetto</i>	Sabal Palm	Yes	no CT	8	8	Fair (75%)	
33	<i>Mangifera indica</i>	Mango	No	15+14+12+12	35	35	Poor (45%)	
34	<i>Mangifera indica</i>	Mango	No	18	15	20	Poor (35%)	
35	<i>Sabal palmetto</i>	Sabal Palm	Yes	15	20	8	Good (80%)	
36	<i>Quercus virginiana</i>	Live Oak	Yes	12	20	25	Fair (65%)	
37	<i>Sabal palmetto</i>	Sabal Palm	Yes	13	20	8	Fair (75%)	
38	<i>Sabal palmetto</i>	Sabal Palm	Yes	~18*	20	15	Fair (70%)	*with boots
39	<i>Sabal palmetto</i>	Sabal Palm	Yes	~20*	15	8	Fair (70%)	*with boots
40	<i>Quercus virginiana</i>	Live Oak	Yes	7	18	15	Poor (40%)	ROW
41	<i>Quercus virginiana</i>	Live Oak	Yes	7	20	20	Fair (55%)	ROW
42	<i>Magnolia grandiflora</i>	Magnolia	Yes	6	12	6	Poor (35%)	ROW
43	<i>Sabal palmetto</i>	Sabal Palm	Yes	15	15	8	Fair (70%)	Lot 10, west of N. G St.
44	<i>Sabal palmetto</i>	Sabal Palm	Yes	*20	15	10	Fair (70%)	*with boots; on Lot 10, west of N. G St.
45	<i>Sabal palmetto</i>	Sabal Palm	Yes	*18	15	10	Fair (70%)	*with boots; on Lot 10, west of N. G St.

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



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LIC2000086

Rev	Date	Description
1		
2		
3		
4		
5		
6		

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

Sheet Title:  
**SITE AERIAL & PROPERTY SURVEY**

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

Project No:  
202206

Scale:  
1" = 20'

Date:  
JUNE 15, 2022

Drawn By:  
AEM/GMP/MEP

Approved By:  
AEM

Sheet Number:  
**L-01**

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

Project No:  
202206

Scale:  
1" = 20'

Date:  
JUNE 15, 2022

Drawn By:  
AEM/GMP/MEP

Approved By:  
AEM

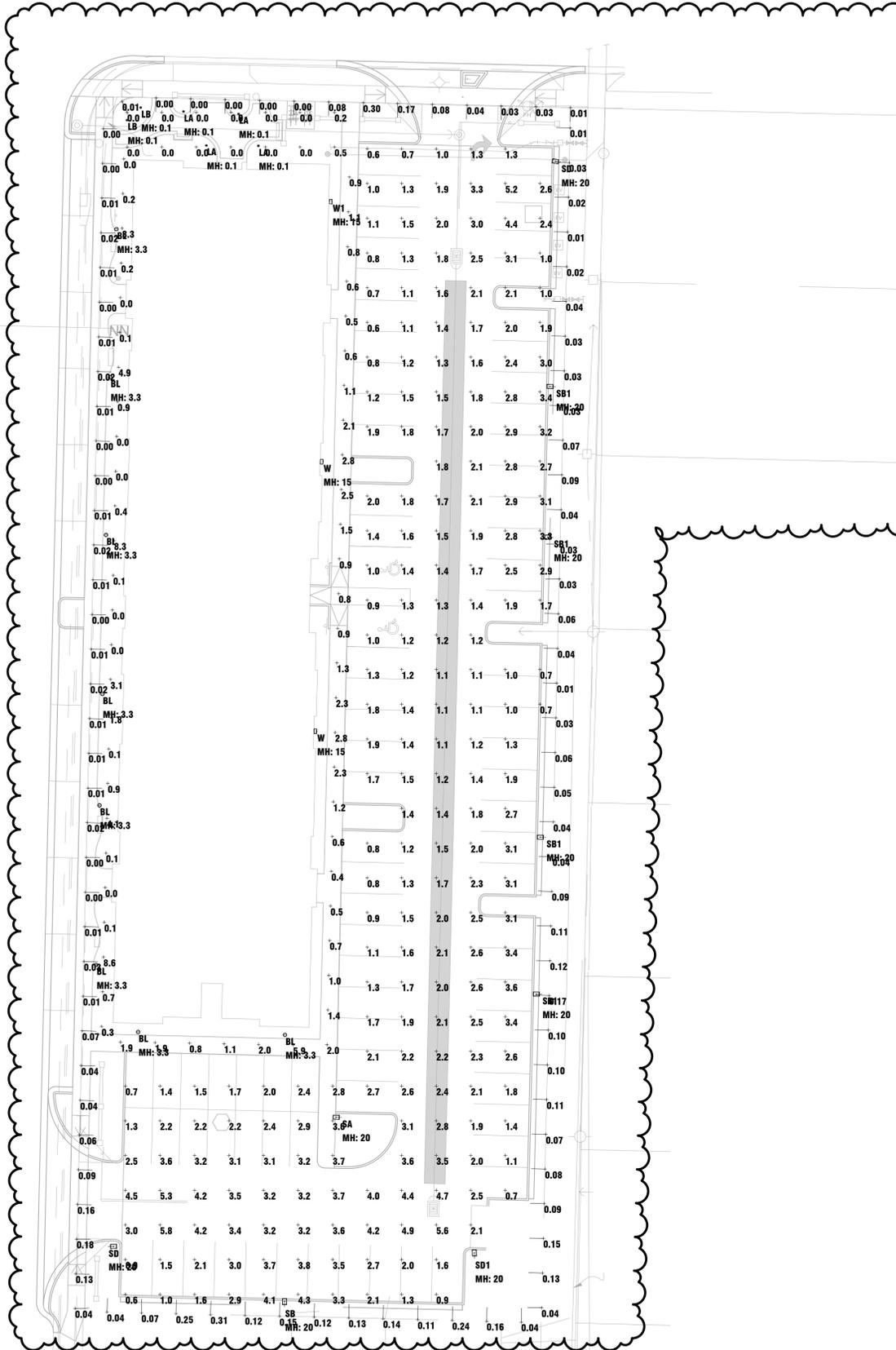
Sheet Number:  
**L-01**



**SITE LIGHTING NOTES**

- A THE SITE LIGHTING SHOWN HAS BEEN DESIGNED WITH A COMPUTERIZED POINT BY POINT PHOTOMETRIC LAYOUT.
- B SITE LIGHTING SHALL BE INSTALLED AS SPECIFIED ON THIS DRAWING. NO FIXTURE SUBSTITUTION WILL BE ACCEPTED BY THIS OFFICE. THIS WILL BE ENABLE LIGHTING CERTIFICATION LETTER TO BE DONE BY OUR OFFICE.
- C IF ANY SITE LIGHTING SUBSTITUTION IS MADE, CERTIFICATION LETTER & TEST FOR LIGHTING SHALL BE SIGNED & SEALED BY AN INDEPENDENT PROFESSIONAL ENGINEER.
- D THE POLE MANUFACTURER SHALL SUPPLY ANY REQ'D CERTIFICATION FOR THE RECOMMENDED BURIAL DEPTH TO COMPLY WITH FLORIDA BUILDING CODE REQUIREMENTS.
- E SOIL SHALL BE TESTED AND IF REQUIRED A CONCRETE FOOTING SHALL BE DONE FOR THE POLE.

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**Luminaire Schedule**

Project: LAKE WORTH STATION - SITE - REV1 --- APR-6-2022

Symbol	Qty	Label	Description	LLD	Lum. Watts	Total Watts
BL	8	BL	FC LIGHTING FC80C_30002		0.900	28.84
SA	1	SA	GARDCO ECF-S-321-1_2A-WW-62-5 POLE MOUNT 20' AFG		0.900	121.6
SB	1	SB	GARDCO ECF-S-321-700-WW-62-BLC POLE MOUNT 20' AFG		0.900	71.82
SC	4	SC	GARDCO ECF-S-321-530-WW-62-BLC POLE MOUNT 20' AFG		0.900	54.87481
SD	2	SD	GARDCO ECF-S-321-700-WW-62-LCL POLE MOUNT 20' AFG		0.900	71.82
SE	1	SE	GARDCO ECF-S-321-530-WW-62-LCL POLE MOUNT 20' AFG		0.900	54.87481
W	2	W	GARDCO 1011-161-700-WW-62-3		0.900	38.4
W1	1	W1	GARDCO 1011-161-700-WW-62-4		0.900	12
LA	4	LA	HABCO BROWN-SP1		0.900	33
LB	2	LB	BL LIGHTING HP2-LED-TB-605-SP-48-12-MT-AM		0.900	7

**Calculations Summary**

Project: LAKE WORTH STATION - SITE - REV1 --- APR-6-2022

Label	Avg	Max	Min	Avg/Min	Max/Min
PARK & DRIVE	2.17	5.8	0.6	3.62	9.67
PROPERTY LINE - 0' AS HORIZONTAL	0.08	0.32	0.00	N.A.	N.A.
PROPERTY LINE - 0' AS VERTICAL	0.06	0.31	0.00	N.A.	N.A.

FIXTURE TYPE SA, SB, SC, SD & SE. GARDCO ECOFORM ECF-S SERIES, PER FIXTURE SCHEDULE.

GARDCO INFRARED MOTION RESPONSE SENSOR AND MODULE WITH "IMR1" OR "IMR3" LENS. PROVIDE "CM50" AUTOMATIC PROFILE DIMMING ON EACH LUMINAIRE. FIXTURE WILL AUTOMATICALLY DIM TO 50% FOR 8 HOURS PER NIGHT DURATION, ONLY INTERRUPTED BY MOTION. 5 MINUTES AFTER NO MOTION WILL RETURN TO THE AUTOMATIC PROFILE SCHEDULE

UTILITY STRUCTURES, INC. SQUARE TAPERED CONCRETE DIRECT BURIAL POLE. CONFIRM O.A. LENGTH WITH CERTIFIED WIND LOAD CALCULATIONS.

3 #10 THHN INSIDE POLE.

HANDHOLE, WITH FUSE HOLDER AND 3AMP FUSE

FURNISH AND INSTALL PULLBOX

FINISH GRADE

EXOTHERMIC WELD CONDUIT OUT TO THE NEXT POLE (EXCEPT FOR THE LAST BOX)

CONDUIT IN FROM PREVIOUS PULL BOX

#8 AWG GROUND

5/8"X 10' COPPER CLAD STEEL GROUND ROD

PROVIDE WIND LOAD CALCULATIONS FOR 170MPH, SIGNED AND SEALED BY A FLORIDA ENGINEER. CONFIRM BURIAL DEPTH FOR EACH POLE ASSEMBLY / MOUNTING HEIGHT.

PROVIDE BACKFILL AS REQUIRED FOR WIND LOADING

2 POLE MOUNTING DETAIL NOT TO SCALE

1 PHOTOMETRIC SITE PLAN 1" = 20'-0"

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P.A.: \_\_\_\_\_ SL  
P.M.: \_\_\_\_\_ DFH  
DRAWN BY: \_\_\_\_\_ JVS  
PROJECT NO.: 222028

NO.	REVISION / REVISED PER SPRT #1	DATE
1		08/15/2022

**PERMIT SET**

**PHOTOMETRIC SITE PLAN**  
**LAKE WORTH STATION**  
LAKE WORTH BEACH, FLORIDA

SCALE: AS NOTED  
DATE: 2022/04/06

**E301**

GENERAL DISCLAIMER: ANY DESIGN CHANGES, TO THE SYSTEM COVERED BY THESE PLANS WITHOUT PRIOR APPROVAL OF THE ENGINEER WHO PREPARED THESE PLANS, WILL NULL AND VOID THESE PLANS AND THE REVISED INSTALLATION. IN ADDITION, ALL EXPENSES ASSOCIATED WITH RETURNING THE SYSTEM TO ITS ORIGINAL DESIGN WILL BE THE RESPONSIBILITY OF THE COMPANY WHICH APPROVED THESE CHANGES. FINAL BID TO INCLUDE PERMIT COMMENTS.

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**1 AERIAL PHOTO**  
(XREF) AERIAL PHOTO 1 SCALE: NTS



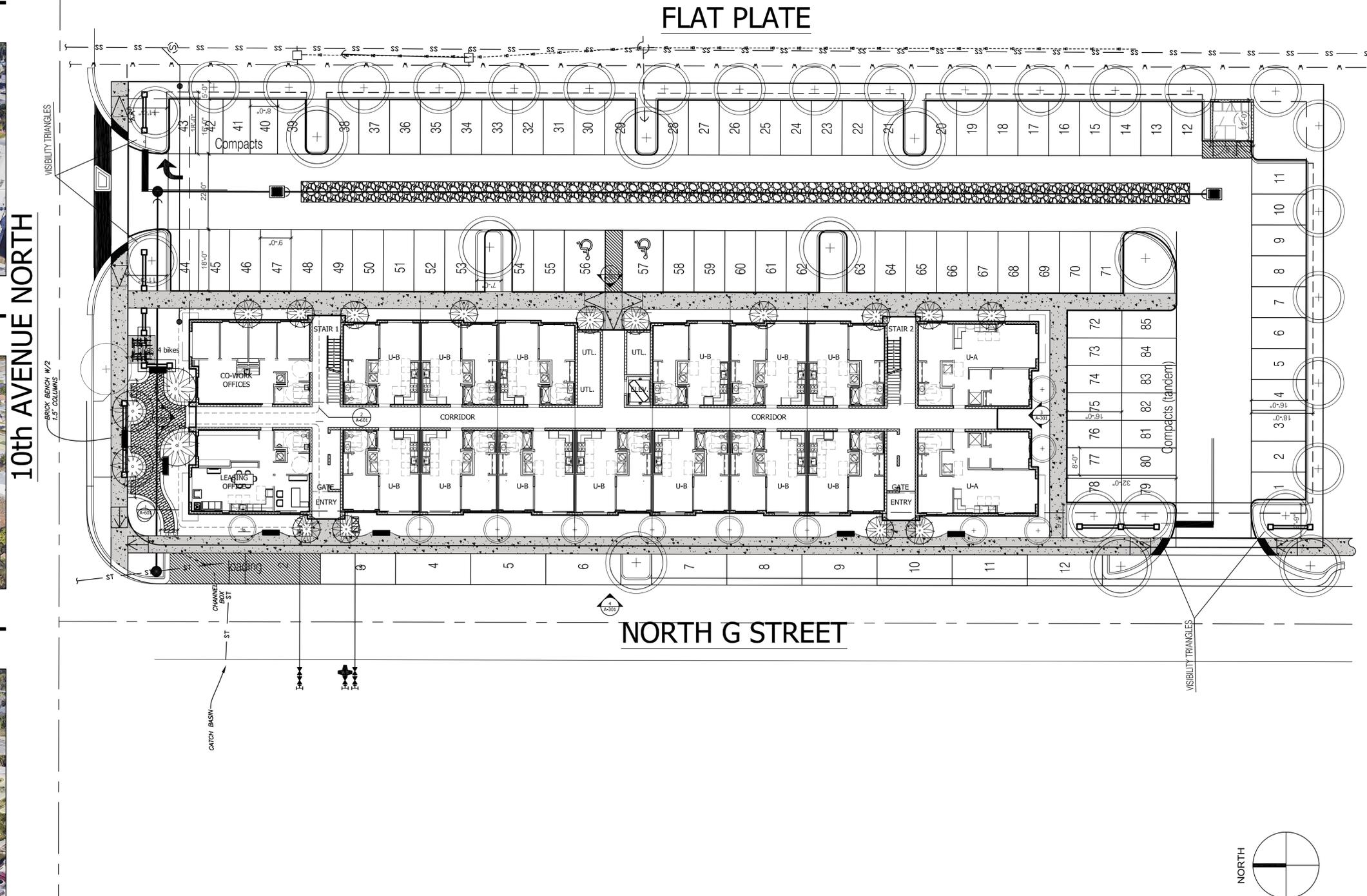
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(XREF) AERIAL PHOTO 2 SCALE: NTS



**3 AERIAL PHOTO**  
(XREF) AERIAL PHOTO 3 SCALE: NTS

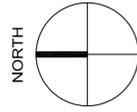


**4 AERIAL PHOTO**  
(XREF) AERIAL PHOTO 4 SCALE: NTS



**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.



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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

**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**

**A-100**  
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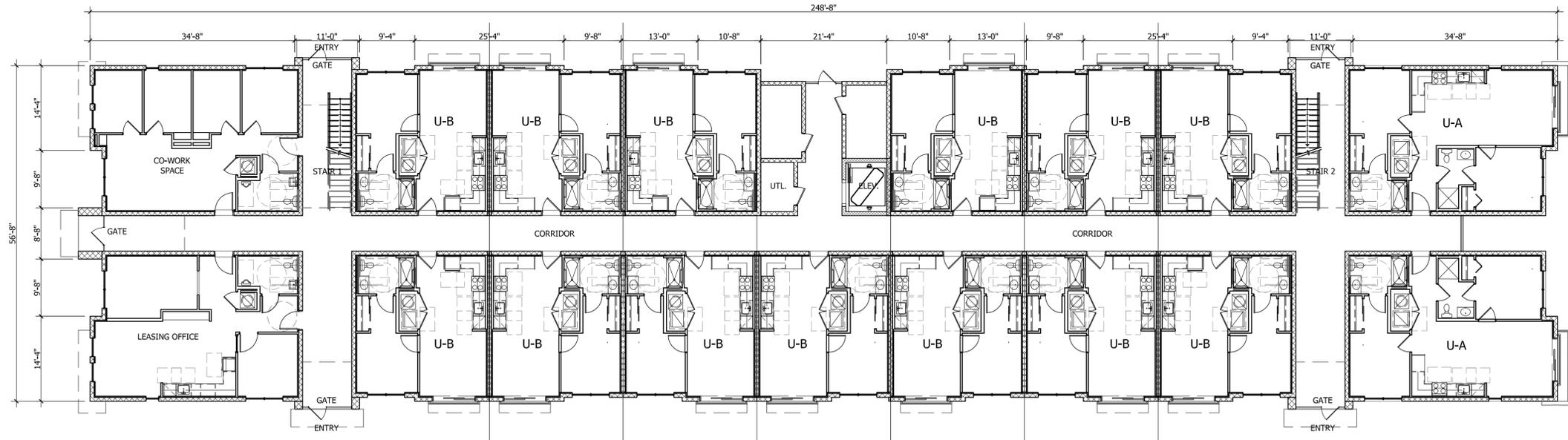
**ENTITLEMENT PACKAGE**

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

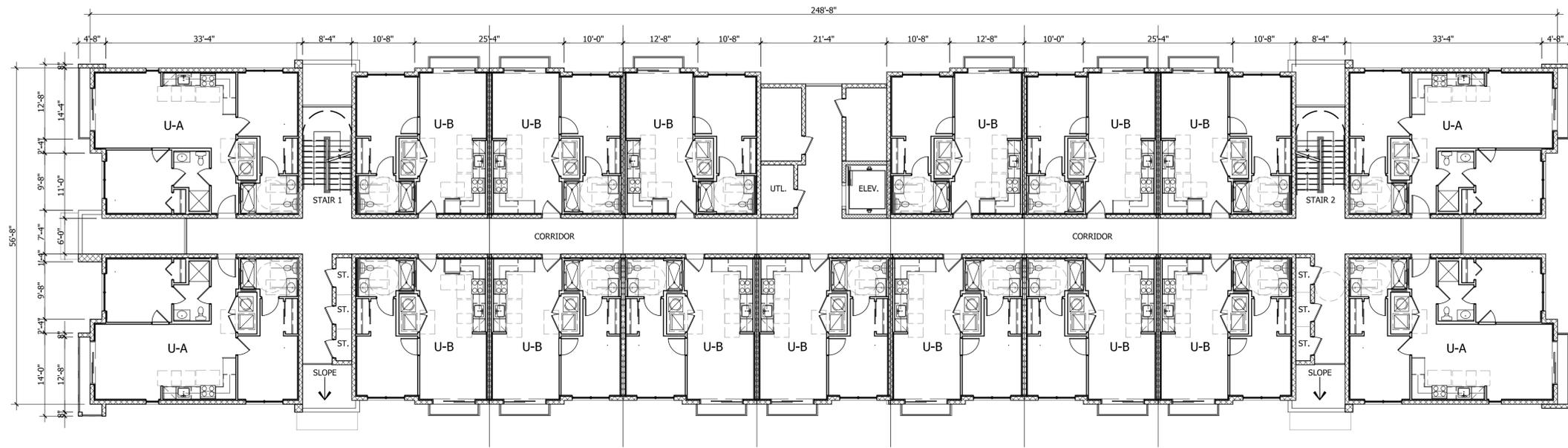
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**FLOOR PLANS**

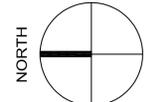
**A-201**  
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**1 FLOOR PLAN - GROUND LEVEL**  
 LWS GROUND FLOOR SCALE: 3/32"=1'-0"



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





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**ELEVATIONS**  
**LAKE WORTH STATION**  
 LAKE WORTH, FLORIDA  
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED  
 DATE: 04/06/2022

**ELEVATIONS**  
**A-301**  
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**1 NORTH ELEVATION**  
 LWS ELEVATIONS SCALE: 3/32"=1'-0"



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



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



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

PROPOSED COLOR SCHEME	
SW	PURE WHITE INT. & EXT.
SW	CRESTER WHITE (7632) EXT.
SW	PEWTER TANKARD (0023) EXT.
SW	ARABIC SEA (6790) EXT.

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 PROJECT NO.: 1943-02

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**ELEVATIONS**  
**LAKE WORTH STATION**  
 LAKE WORTH, FLORIDA  
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**ELEVATIONS**

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



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



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

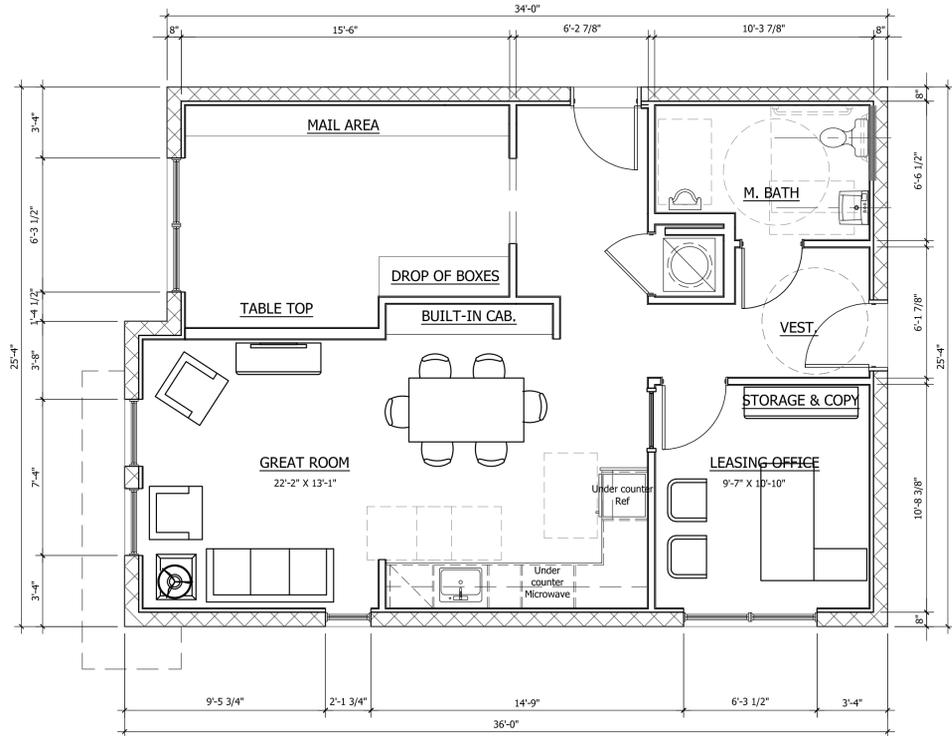


**4 WEST ELEVATION**  
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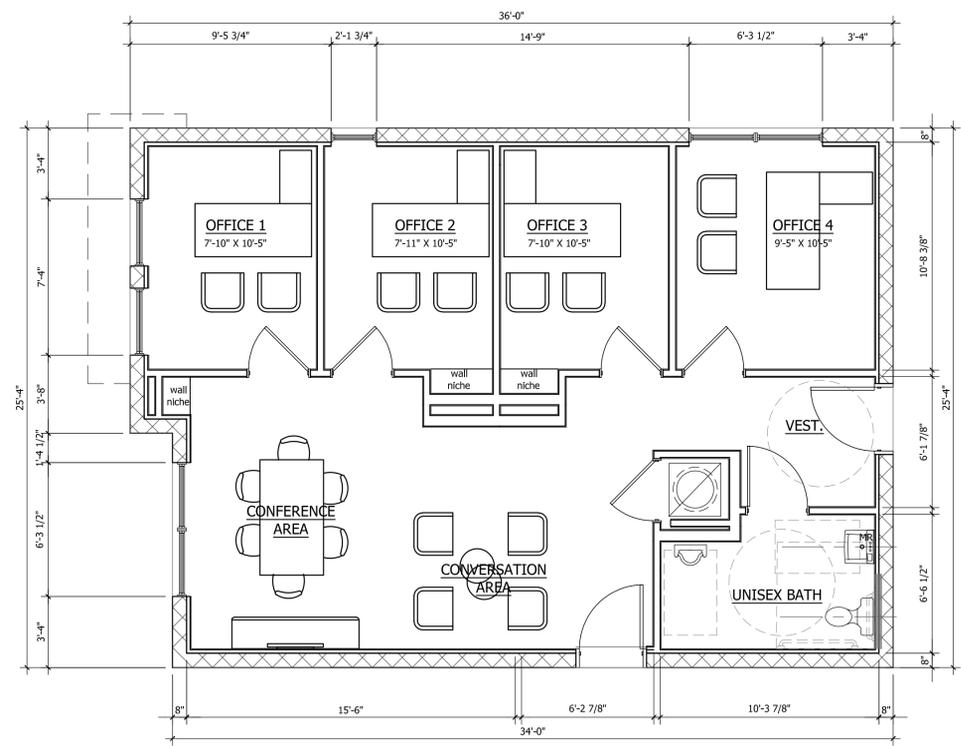
PROPOSED COLOR SCHEME	
SW	PURE WHITE
INT. & EXT.	
SW	EGG WHITE (7037)
EXT.	
SW	PEWTER TANKARD (0023)
EXT.	
SW	ADRIATIC SEA (6790)
EXT.	



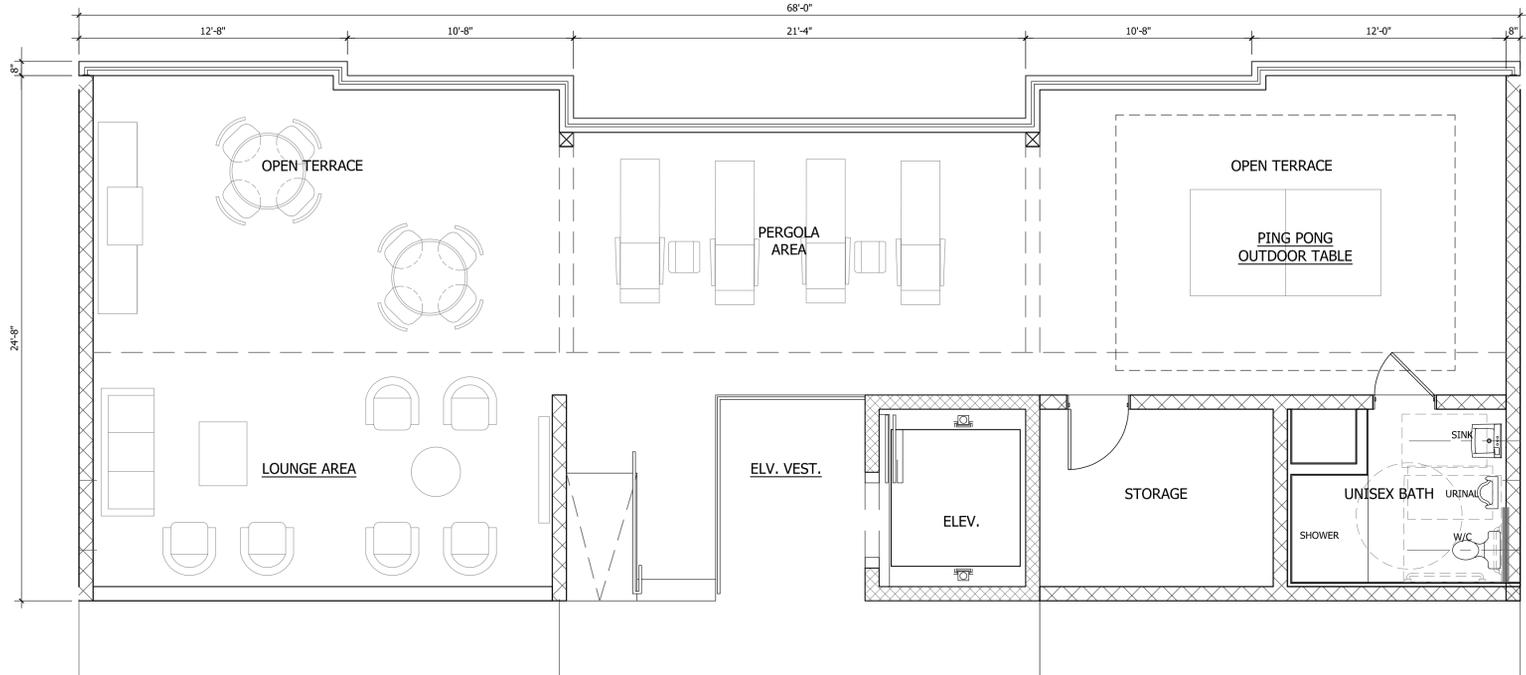
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**1** LEASING OFFICE  
Amenity-1  
SCALE: 3/8"=1'-0"



**2** CO-WORK SPACE  
Amenity-2  
SCALE: 3/8"=1'-0"



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

B  
A

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

NO.	REVISION	DATE
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**ENLARGEMENT**  
**LAKE WORTH STATION**  
LAKE WORTH, FLORIDA  
OAG INVESTMENT 5 LLC

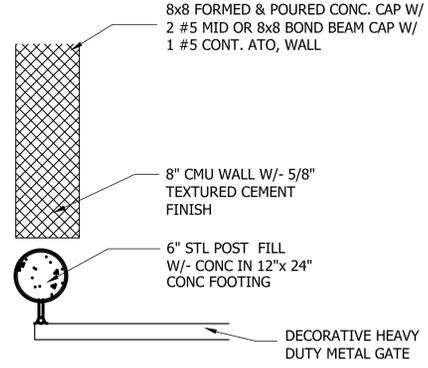
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**ENLARGEMENT**

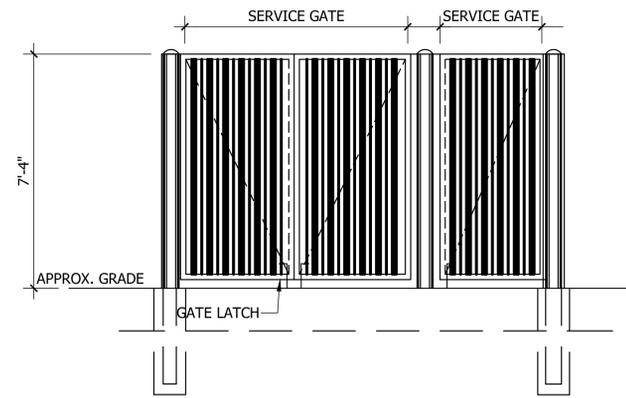
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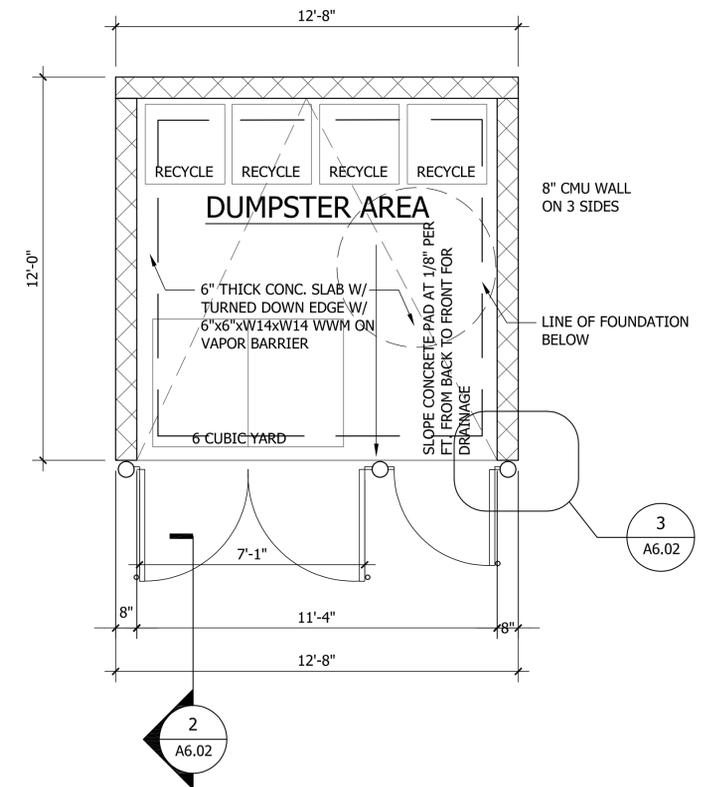
B  
 \_\_\_\_\_  
 A



**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"

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

NO.	REVISION	DATE
1	REVISED AS PER SPRT #1	06/15/22

**ENTITLEMENT PACKAGE**

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

SCALE: AS NOTED  
 DATE: 04/01/2022

**ENLARGEMENT**  
**A-602**  
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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

<b>Municipality:</b>	Lake Worth Beach
<b>Location:</b>	SEC of 10 <sup>th</sup> Avenue N and N G Street
<b>PCN:</b>	38-43-44-21-15-274-0080 (additional PCNs in file)
<b>Access:</b>	One full access driveway connection onto N G Street and one right-in/right-out access driveway connection onto 10 <sup>th</sup> Avenue N <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
<b>Existing Uses:</b>	Vacant
<b>Proposed Uses:</b>	Multi-Family Residential= 81 DUs
<b>New Daily Trips:</b>	441
<b>New Peak Hour Trips:</b>	29 (8/21) AM; 36 (22/14) PM
<b>Build-out:</b>	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](mailto: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 75<sup>th</sup> Place  
Miami, Florida 33156

Job No. 22-039

Date: March 31, 2022



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

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## 1.0 SITE DATA

The subject parcel is located in the southeast corner of 10<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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**

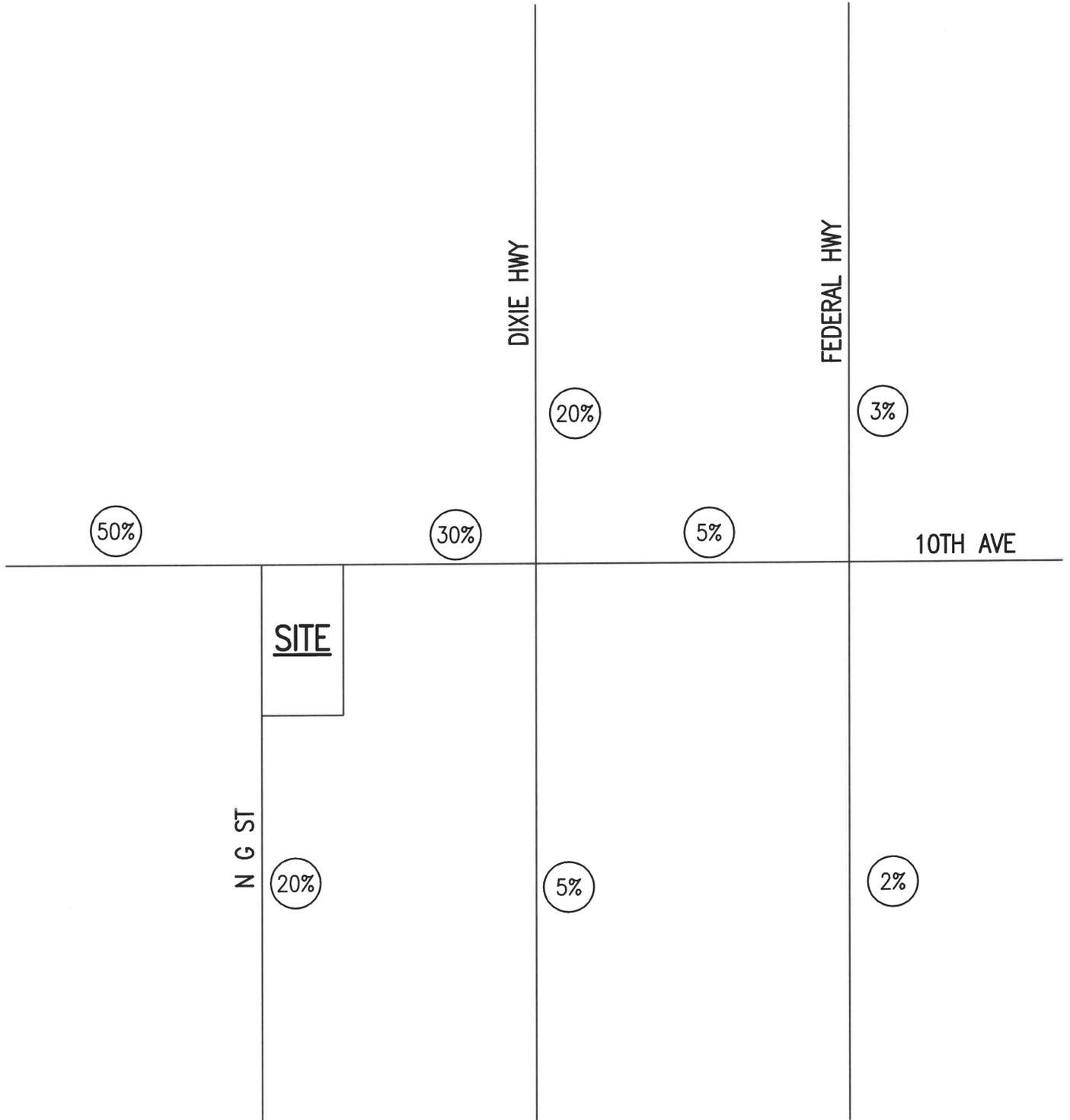
Landuse	ITE Code	Intensity	Rate/Equation	Dir Split		Gross Trips	Internalization			External Trips	Pass-by		Net Trips
				In	Out		%	Total			%	Trips	
Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH)	221	81	Dwelling Units	5.44			441		0	441	0%	0	441
<b>Grand Totals:</b>							<b>441</b>	<b>0.0%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

**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
<b>Grand Totals:</b>							<b>8</b>	<b>21</b>	<b>29</b>	<b>0.0%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>21</b>	<b>29</b>	<b>0%</b>	<b>0</b>	<b>8</b>	<b>21</b>	<b>29</b>

**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
<b>Grand Totals:</b>							<b>22</b>	<b>14</b>	<b>36</b>	<b>0.0%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>14</b>	<b>36</b>	<b>0%</b>	<b>0</b>	<b>22</b>	<b>14</b>	<b>36</b>



**LEGEND**

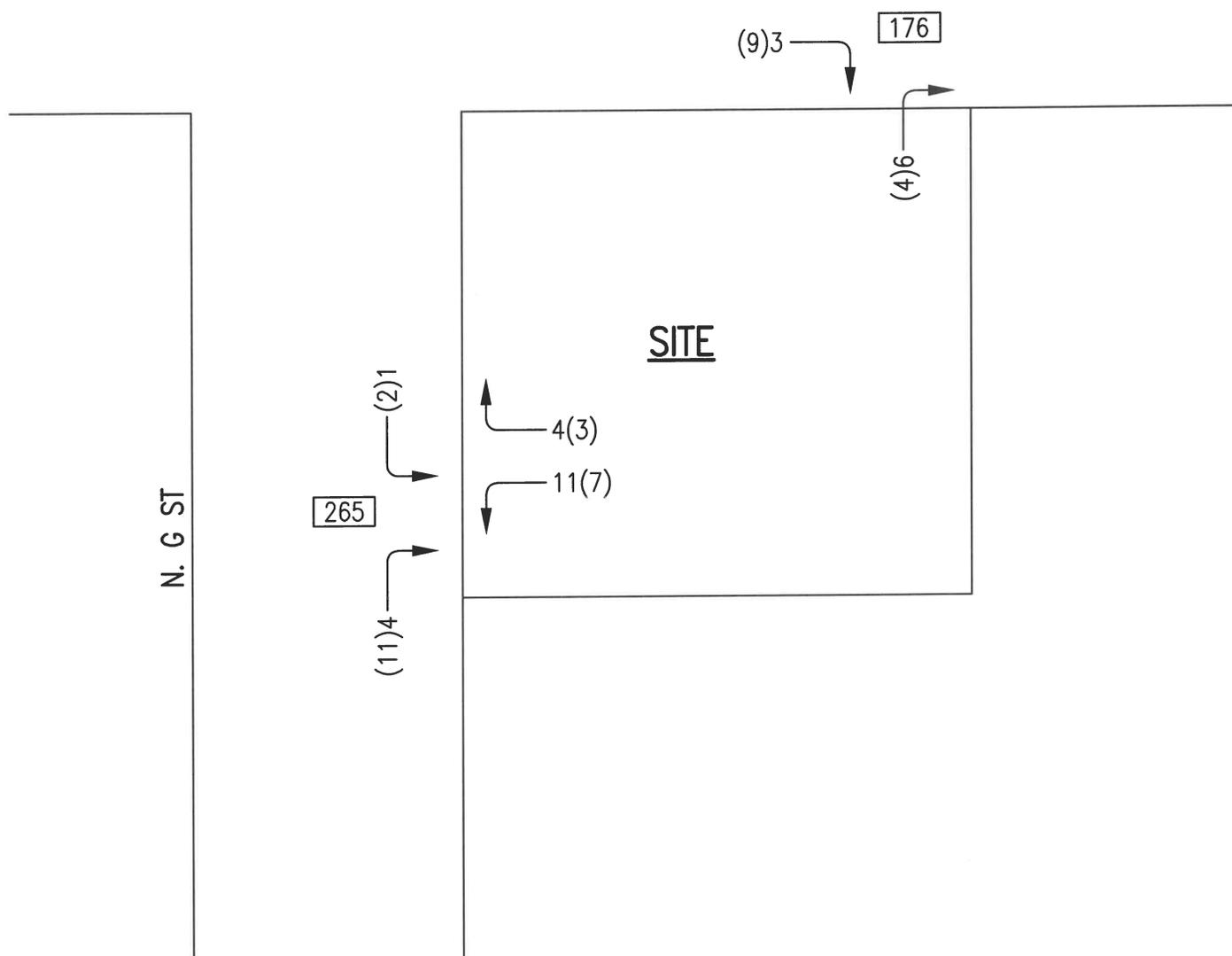
 PROJECT DISTRIBUTION

**TRIP DISTRIBUTION**

**LAKE WORTH STATION**

22-039 BK 03-30-22

10TH AVE N



SITE

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 (EXITING)

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 10<sup>th</sup> 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**

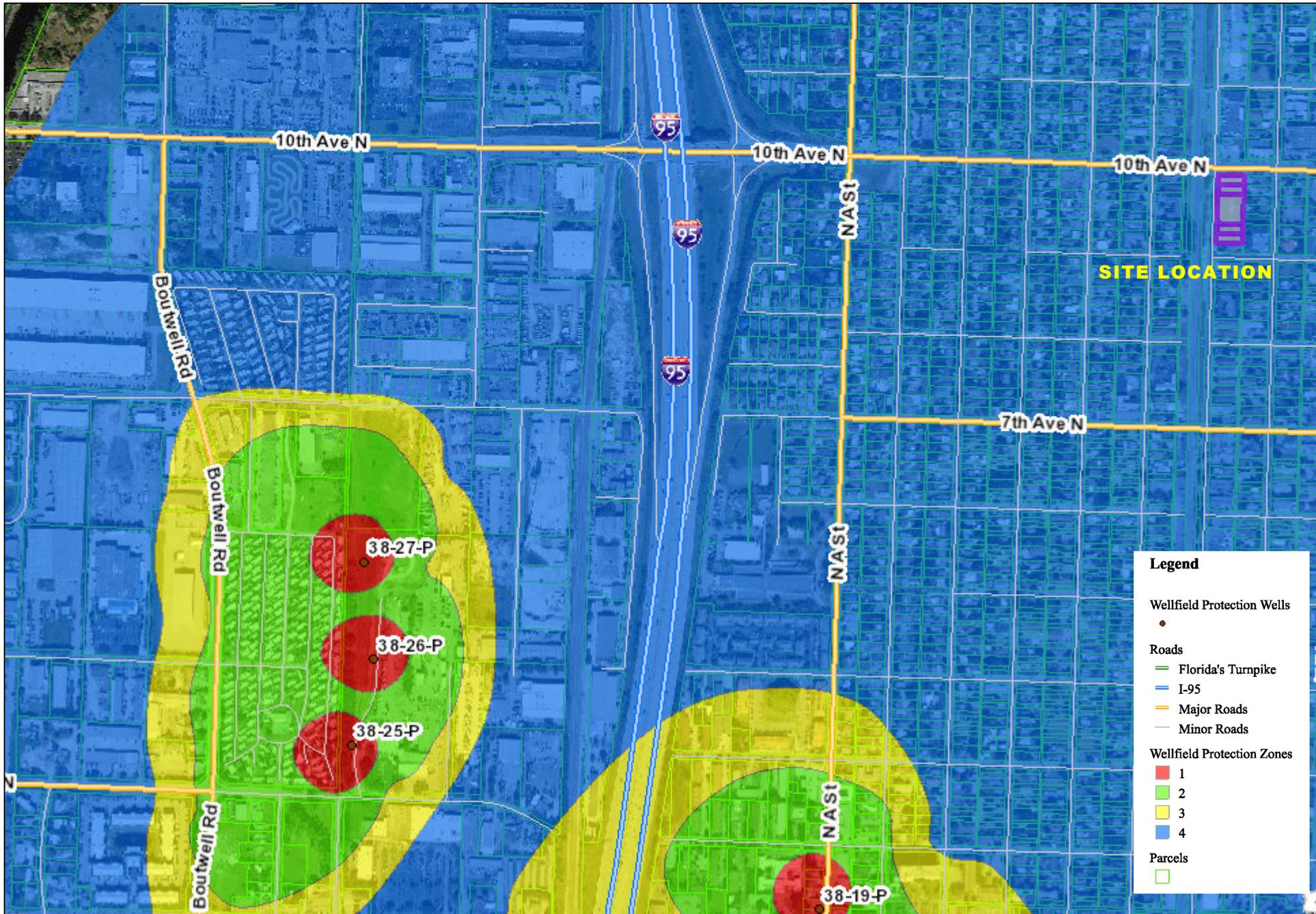
---

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) \_\_\_\_\_

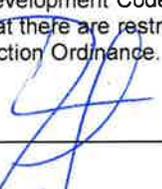
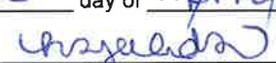
2. If corporation or partnership, provide full name of corporation or partnership and relationship to corporation or partnership.

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:

<u>Type of Substance</u>	<u>Approximate Quantity</u>
N/A	_____ 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.  
  
 \_\_\_\_\_  
 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

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

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**From:** Samantha Pucci <[SPucci@pbcgov.org](mailto:SPucci@pbcgov.org)>  
**Sent:** Tuesday, April 26, 2022 4:24 PM  
**To:** Patricia Ramudo <[patricia.ramudo@ibigroup.com](mailto: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](mailto:patricia.ramudo@ibigroup.com)>  
**Sent:** Tuesday, April 26, 2022 3:31 PM  
**To:** Samantha Pucci <[SPucci@pbcgov.org](mailto:SPucci@pbcgov.org)>  
**Cc:** Ricardo Hernandez <[rihernanp@gmail.com](mailto: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. \*\*\*\*\*

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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

[\[linkedin.com\]](#) [\[can01.safelinks.protection.outlook.com\]](#) [\[twitter.com\]](#)  
[\[can01.safelinks.protection.outlook.com\]](#) [\[instagram.com\]](#)  
[\[can01.safelinks.protection.outlook.com\]](#) [\[youtube.com\]](#)  
[\[can01.safelinks.protection.outlook.com\]](#) [\[facebook.com\]](#)  
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**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
<b>1.084</b>	<b>0.32</b>	<b>29.33</b>	<b>0.41</b>	<b>37.89</b>	<b>0.355</b>	<b>32.78</b>

**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	
<b>Required pretreatment based on 1/2"</b>	<b>0.54</b>	<b>acre-in</b>	
	<b>0.05</b>	<b>acre-ft</b>	

**5. PROVIDED WATER QUALITY**

a) Proposed exfiltration trenches (refer to next page)

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

**6. WATER QUANTITY CRITERIA**

<b>Compute Runoff 3 Yr Storm</b>			$Q = \frac{(P - 0.2S)^2}{P + 0.8S}$
Rainfall (P)	2.60	in	
Runoff (Q)	0.77	in	
<b>Runoff Volume (</b>	<b>0.07</b>	<b>ac-ft</b>	$V=Q*A/12$

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

**Volume Provided in Exfiltration Trenches**

**Exfiltration Trench Calculations**

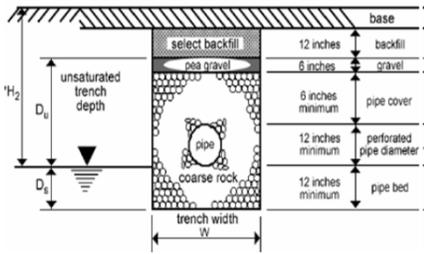
$$L = V / (K(H_2^2 W + 2H_2^2 Du - Du^2 + 2^*H_2^2 D_s) + (1.39 \times 10^{-4}) * W * Du)$$

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

**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	
<b>Total</b>		<b>1.084</b>		<b>0.30</b>

Q=CIA 2.77 cfs

I = 8.5 in/hr \*

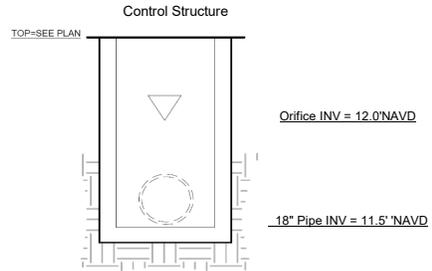
\*(FDOT IDF Curve - Zone 10)

**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

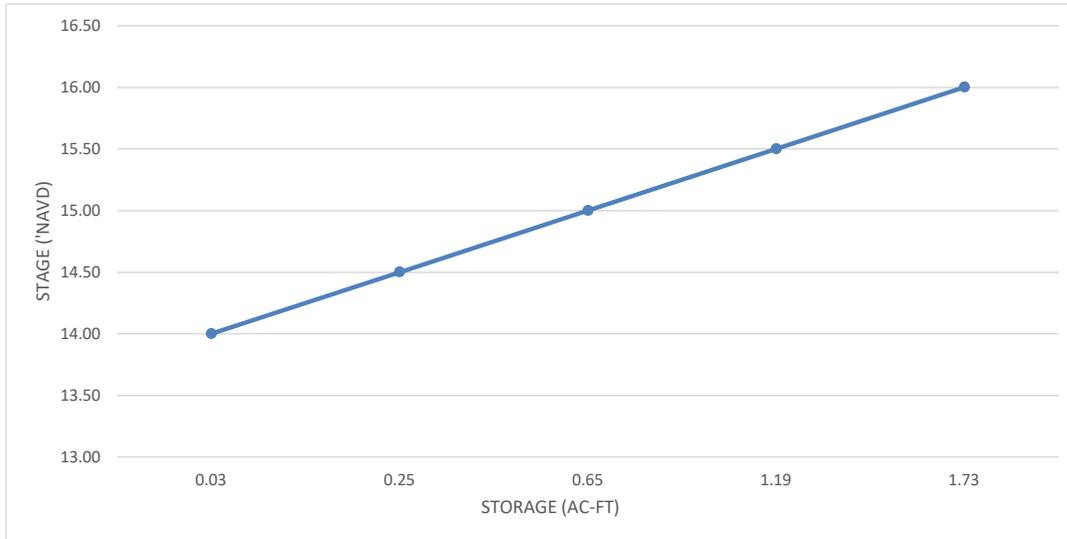
**Stage Storage**

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

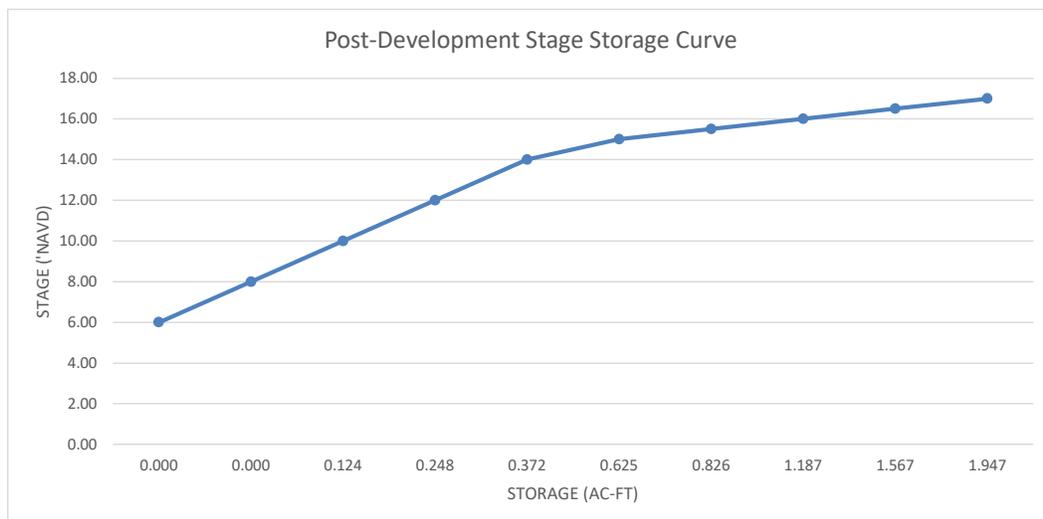
### Grading Criteria

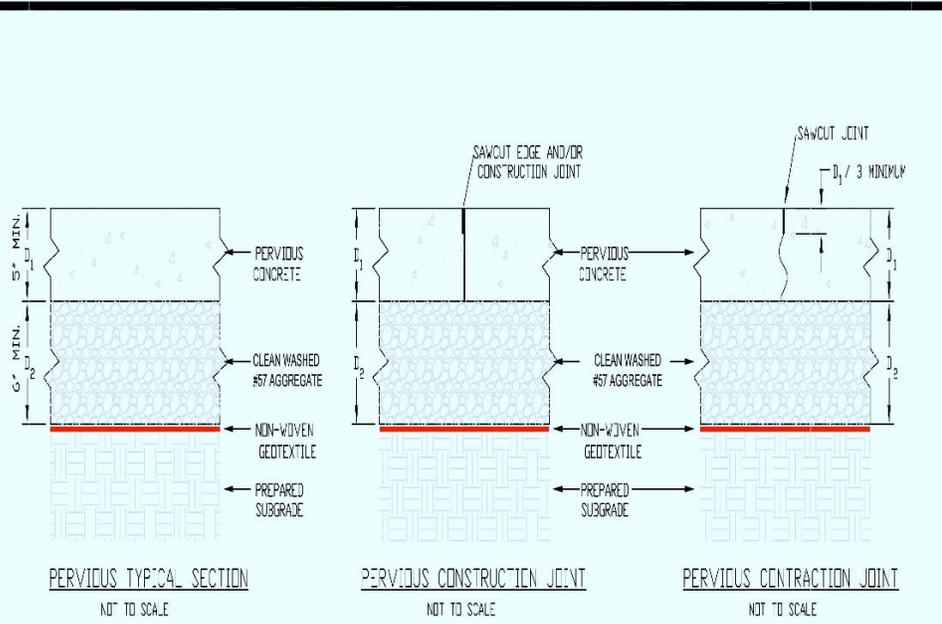
	Description	Acreage	Low EL ('NAVD)	High EL. ('NAVD)	
		ac.	ft	ft	
A	Building	0.318	0.00	0.00	
B	Parking-Impervious	0.355	15.00	16.00	
C	Pervious/Landscape	0.411	14.50	15.75	
D	Pervious Concrete	0.503	15.00	16.00	pro-rate storage in subsurface pervious concrete see perv conc analysis, volume stored =6569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

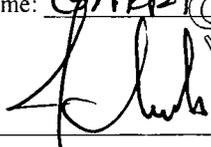
**To Have and to Hold**, the same in fee simple forever.

**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 Boto

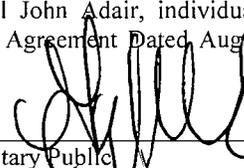
The John Adair Revocable Trust Under Agreement Dated August 1, 1997

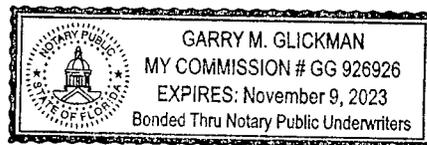
By:   
Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997

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 14<sup>th</sup> 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

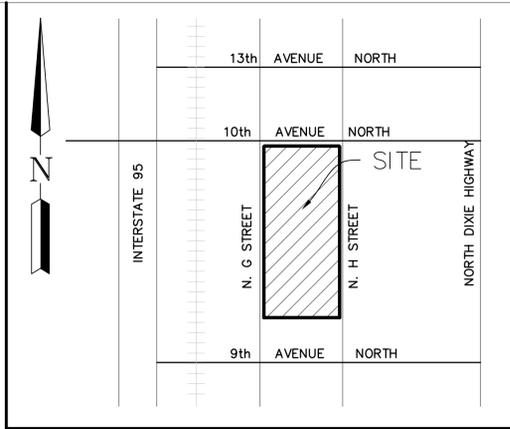


STATE OF FLORIDA - PALM BEACH COUNTY  
I hereby certify that the  
foregoing is a true copy  
of the record in my office

THIS 24 DAY OF Jan, 20 22

JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: *Joseph Abruzzo*  
Deputy Clerk

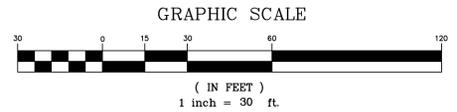


**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	DELTA
C1	10.00'	15.71	90°01'30"
C2	10.00'	15.70	89°58'30"

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S88°38'41"E	30.51'



**LEGEND**

CATV	CABLE TV MARKER	BLDG.	BUILDING
CP	CONCRETE LIGHT POLE	CB	CATCH BASIN
CPW	CONCRETE POWER POLE	CLF	CHAIN LINK FENCE
13.61	ELEVATION	Δ	ARC DELTA
FIBER	FIBER OPTIC CABLE MARKER	IP	IRON PIPE
FR	FIRE HYDRANT	IR	IRON ROD
FWA	GUY WIRE ANCHOR	IRC	IRON ROD AND CAP
MLP	METAL LIGHT POLE	L	ARC LENGTH
SMH	SANITARY MANHOLE	LB	LICENSED BUSINESS
SIGN	SIGN	M.	MEASURED
SDMH	STORM DRAINAGE MANHOLE	ORB	OFFICIAL RECORDS BOOK
WV	WATER VALVE	PB	PLAT BOOK
WU	WOOD UTILITY POLE	PG.	PAGE
		PK	PARKER KALON
		R	ARC RADIUS
		REC.	RECOVERED
		VCP	VITRIFIED CLAY PIPE

**TREE LEGEND (W/TRUNK DIAMETER)**

12"	CABBAGE PALM
12"	MANGO TREE
12"	OAK TREE
2"	PALM TREE
12"	PINE TREE
12"	UNKNOWN TREE

**ABBREVIATIONS**

BLDG.	= BUILDING
CB	= CATCH BASIN
CLF	= CHAIN LINK FENCE
Δ	= ARC DELTA
IP	= IRON PIPE
IR	= IRON ROD
IRC	= IRON ROD AND CAP
L	= ARC LENGTH
LB	= LICENSED BUSINESS
M.	= MEASURED
ORB	= OFFICIAL RECORDS BOOK
PB	= PLAT BOOK
PG.	= PAGE
PK	= PARKER KALON
R	= ARC RADIUS
REC.	= RECOVERED
VCP	= VITRIFIED CLAY PIPE

**LINESTYLES**

---	CHAIN LINK FENCE
---	WOOD FENCE
---	OVERHEAD WIRES
---	SANITARY SEWER MAIN
---	WATER MAIN

**LAND SURVEYOR'S NOTES**

- GPS (GLOBAL POSITIONING SYSTEM) OBSERVATIONS WERE BASED UPON AN OPUS SOLUTION AND WERE USED TO ESTABLISH HORIZONTAL CONTROL IN THE NORTH AMERICAN DATUM (NAD83), 2011 ADJUSTMENT, (EPOCH 2011) FLORIDA EAST ZONE: THE CENTERLINE OF NORTH G STREET BEARS SOUTH 01°22'48" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- ELEVATIONS SHOWN HEREON ARE EXPRESSED IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON THE FOLLOWING NGS CONTROL STATIONS VIA GPS SOLUTIONS:  
K402 EL=15.70 (NAVD88)  
P317 EL=17.13 (NAVD88)  
C315 EL=4.22 (NAVD88)  
N233 EL=15.02 (NAVD88)
- THIS SURVEY IS LIMITED TO THE LOCATION OF SURFACE IMPROVEMENTS AND VISIBLE UTILITIES ONLY. INVISIBLE UNDERGROUND UTILITIES, FOUNDATIONS, AND ENCROACHMENTS WERE NOT LOCATED OR SHOWN HEREON.
- THE SYMBOLS SHOWN HEREON MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
- THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF THE SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE CONDITIONS EXISTING AT THAT TIME.
- LOTS ARE 135' x 50' AT 90° AND ROADS ARE 40 FEET WIDE AS PER PLAT BOOK 2, PAGES 29 TO 40.
- UNDERGROUND UTILITY INFORMATION PROVIDED BY THE CITY OF LAKE WORTH BEACH THROUGH CLIENT. LOCATION OF WATER AND SEWER LINES AS SHOWN HEREON ARE APPROXIMATE AND NOT VERIFIED.
- THIS SURVEY OF THE PROPERTY SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION FURNISHED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER 1143828, DATED SEPTEMBER 1, 2021.
- ALL SURVEY POINTS SET BY THIS FIRM ARE INSCRIBED:  
"ADAIR & BRADY, INC." OR "A&B ENG. RLS 3542."
- NO DEED WAS FOUND FOR THE 10TH AVENUE RIGHT-OF-WAY TAKING AT THE NORTHWEST CORNER OF LOT 8, SHOWN AT "C2". THE RIGHT-OF-WAY SHOWN WAS COPIED FROM STATE ROAD DEPARTMENT MAP SECTION NO. 93504-2601, DATED MARCH 1963, SHEET 4 OF 4 WHICH FITS EXISTING CONDITIONS.

**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.

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**CERTIFIED TO:**

- BRIDGE HOLDING LLC
- MARRO LAW, P.A.
- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**LAND SURVEYOR'S STATEMENT**

WE HEREBY STATE THAT THE BOUNDARY SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE CAPTION THEREOF, MADE UNDER OUR DIRECTION, AND IS ACCURATE TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

THE UNDERSIGNED FURTHER CERTIFIES THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.



A & B ENGINEERING, INC.  
LB 604

BY: \_\_\_\_\_ FOR THE FIRM.

DENNIS PAINTER  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 3542

NOT VALID WITHOUT SIGNATURE AND EMBOSSED SURVEYOR'S SEAL AFFIXED.

C:\Users\Dennis\OneDrive - rtfel-mason.com\Projects\2021\21-092 Lake Worth Townsite - A&B\Survey\AC\19030 boundary survey - east side.dwg

A & B ENGINEERING, INC.  
formerly known as Adair & Brady, Inc.  
LAND SURVEYORS  
3460 Fairlane Farms Road, Suite 3  
Wellington, Florida 33414  
E-mail: dpainter@A&BEngineering.net  
Website: www.abengineering.net  
(561) 383-7480



BOUNDARY SURVEY  
FOR  
BRIDGE HOLDING LLC

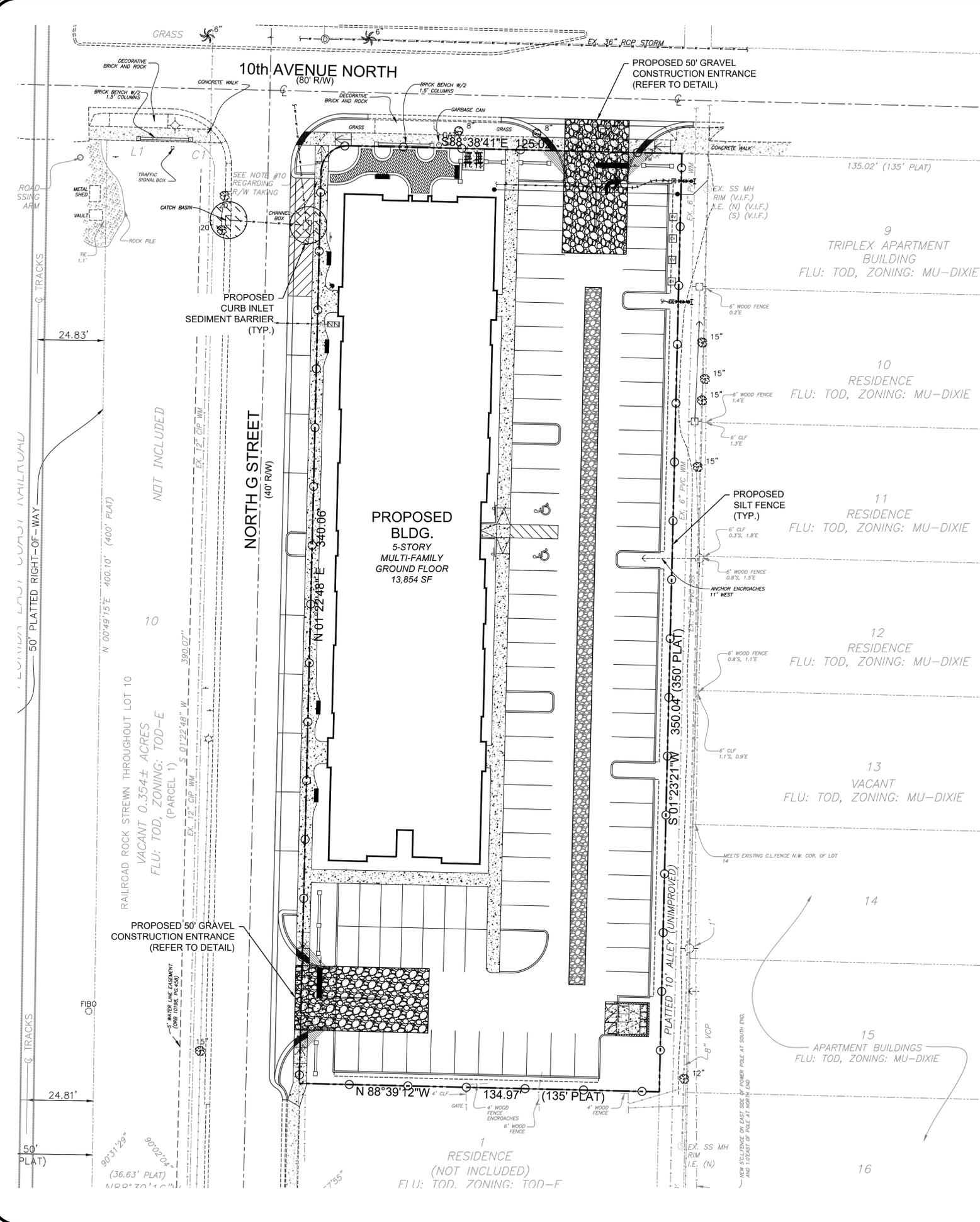
REV.	DATE	DR.	CK.

DATE: SEPTEMBER 14, 2021
PROJECT # 19-030A
SCALE: 1"=30'
DR. DR. CK. DP.
F.B. FILE PG. FILE
FP 2091B
SHEET OF 1





I:\137767\Lake\_Worth\_S\7.0\_Production\7.03\_Design\01\_Gen\_Sheets\137767-ECP.dwg Modified 6/8/2022 By: cpenice 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 REPRESENT SET FORTH ON THE DRAWINGS AND SPECIFICATIONS, BUT BY MEETING THE REGULATIONS SET FORTH BY THE AUTHORITY HAVING JURISDICTION OVER WATER QUALITY CONTROL AND OTHER SEDIMENTATION RESTRICTION REQUIREMENTS IN THE REGION.
- APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED BEFORE EACH RAINFALL EVENT. REPAIR AND/OR REPLACEMENT OF SUCH MEASURES SHALL BE MADE PROMPTLY, AS NEEDED.
- 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**

INLET FILTER INSTALLATION WITHOUT FRAME AND GRATE  
 WIRE SUPPORT - MOULD 6x6", 5/8 GA. 49 #/100 SQ. FT. WELD WIRE SUPPORT. EXTEND 6" MIN. AT SIDES  
 6" MIN.  
 BACKFILL AFTER INSTALLATION OF INLET FILTER  
 SECURE FILTER FABRIC TO FRAME AND GRATE  
 NOT TO SCALE

**NOTES:**  
 1. CONTRACTOR IS TO CLEAN INLET FILTER AFTER EVERY STORM.  
 2. 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**

STEEL OR WOOD POST NEEDED WITHOUT WIRE MESH SUPPORT  
 FOR ADDITIONAL STRENGTH FILTER FABRIC MATERIAL CAN BE ATTACHED TO A 6-INCH (MAX.) MESH WIRE SCREEN WHICH HAS BEEN FASTENED TO THE POSTS  
 10 FT. MAX. SPACING WITH WIRE SUPPORT FENCE  
 6 FT. MAX. SPACING WITHOUT WIRE SUPPORT FENCE

**NOTES:**  
 1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).  
 2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.  
 3. 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).  
 4. 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.  
 5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE TRENCH 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.  
 6. 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.  
 7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.  
 8. ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN (PPP).  
 9. ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO FDP.

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

**SILT FENCE INSTALLATION DETAIL**

PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE  
 ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL  
 DRIVE BOTH POSTS ABOUT 18 INCHES INTO THE GROUND AND BURY FLAP  
 NOT TO SCALE

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

**STABILIZED CONSTRUCTION ENTRANCE DETAIL**

50' MIN.  
 6" TO 8" GRANULAR FIBROUS POLYMER CONCRETE  
 AGGREGATE  
 CITY / PUBLIC ROAD

**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

**IBI GROUP (FLORIDA) INC**  
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 Pompano Beach FL 33064 USA  
 tel 954-974-2200 fax 954-973-2686  
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**LAKE WORTH STATION**  
**LAKE WORTH BEACH, FLORIDA**  
**EROSION CONTROL PLAN**

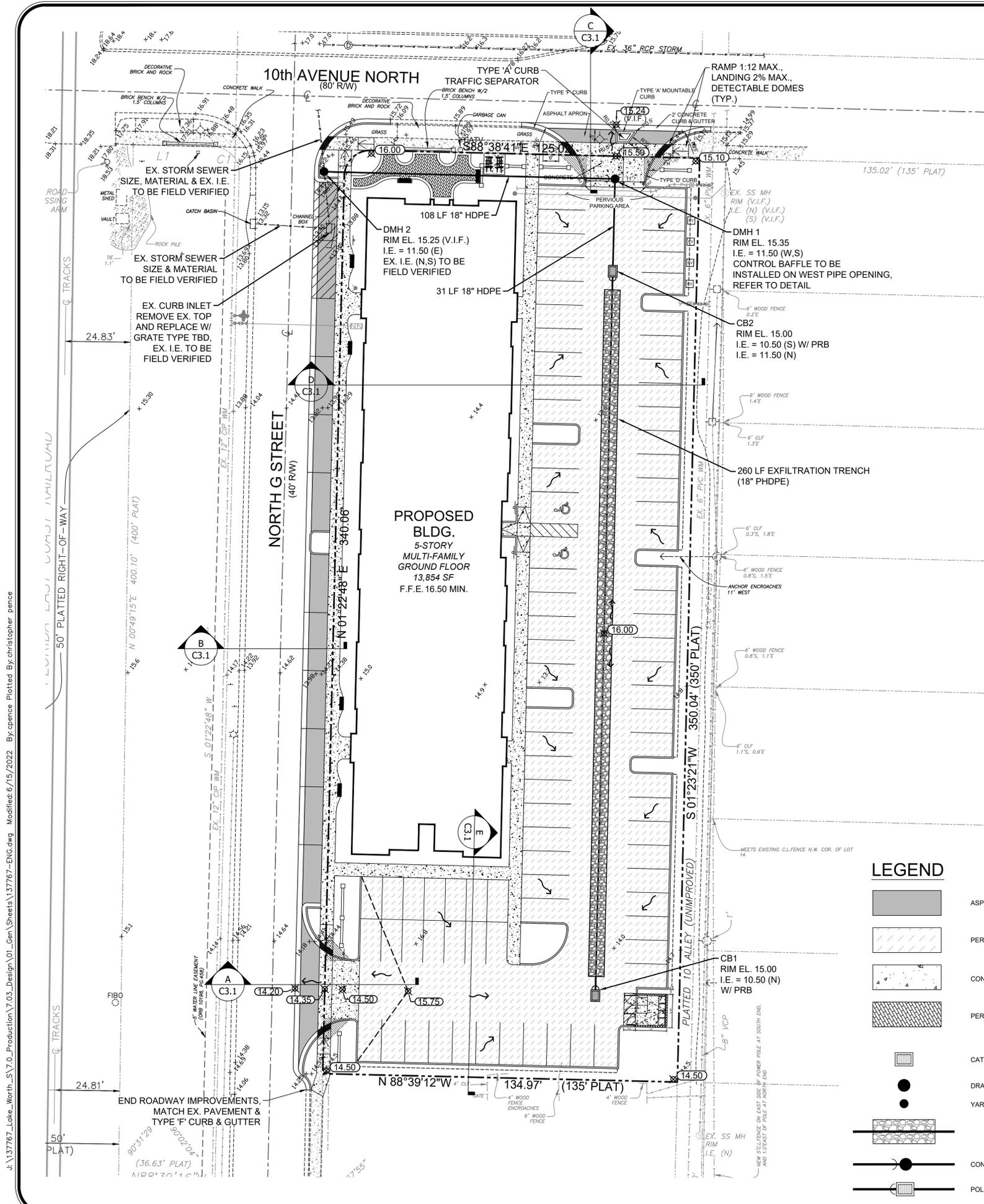
**NOT FOR CONSTRUCTION**

DRAWN: CMP  
 CHECKED: PFR  
 DATE: 06/08/2022

SCALE: 1" = 20'  
 PROJECT: 137767  
 SHEET: C5.0

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### PAVING AND DRAINAGE SPECIFICATIONS

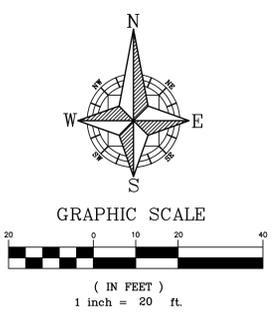
- ELEVATIONS SHOWN HEREON ARE BASED ON THE 1988 NATIONAL AMERICAN VERTICAL DATUM.
- ALL MUCK/ORGANIC MATERIALS ARE TO BE REMOVED PER PALM BEACH COUNTY ENGINEERING DIVISION.
- PRIME COAT AND TACK COAT FOR BASE COURSES SHALL CONFORM TO THE REQUIREMENTS OF PALM BEACH COUNTY/FDOT ENGINEERING DIVISION. PRIME 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 POMPAHO 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. STRUCTURES SHALL BE MINIMUM OF fc=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 FDOT 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.



Reviewer/ Submitter	
No.	
Date	
Comment	

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

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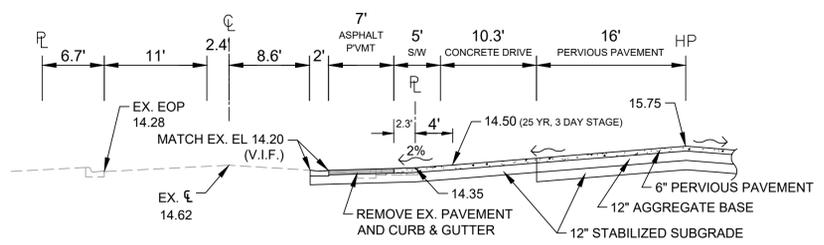
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DESIGNED: CMP	PROJECT: 137767
CHECKED: PFR	SHEET: C3.0
DATE: 04/06/2022	

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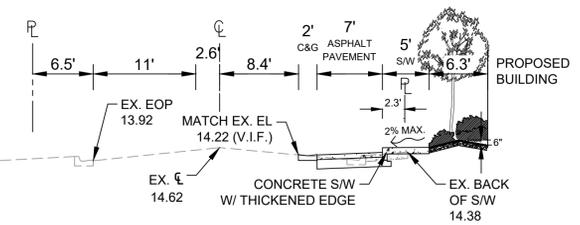
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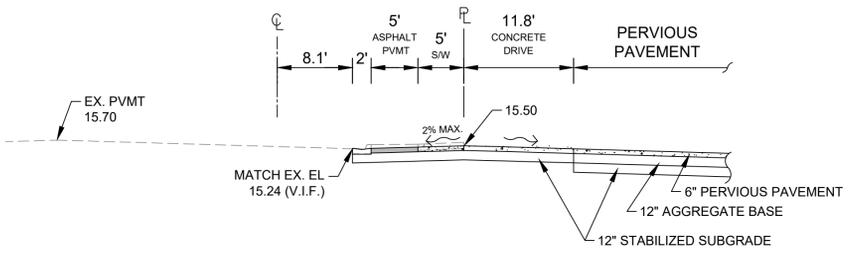


**A** TYPICAL SECTION  
WEST SECTION

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

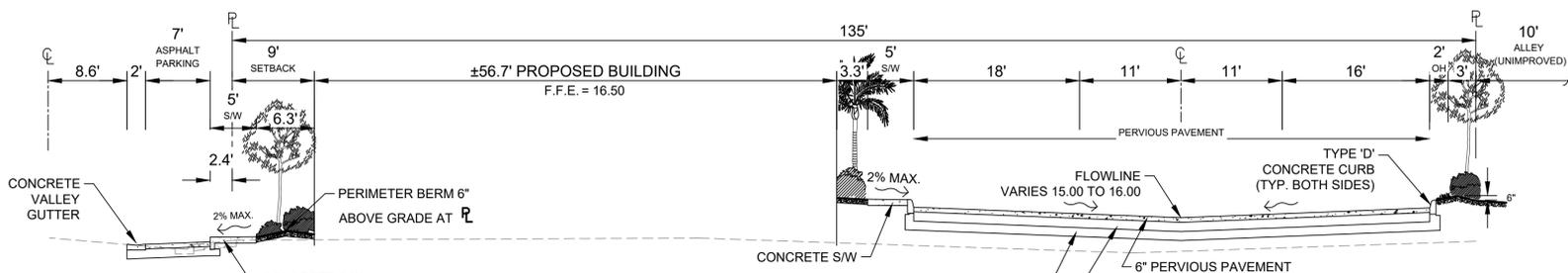


**B** TYPICAL SECTION  
WEST SECTION

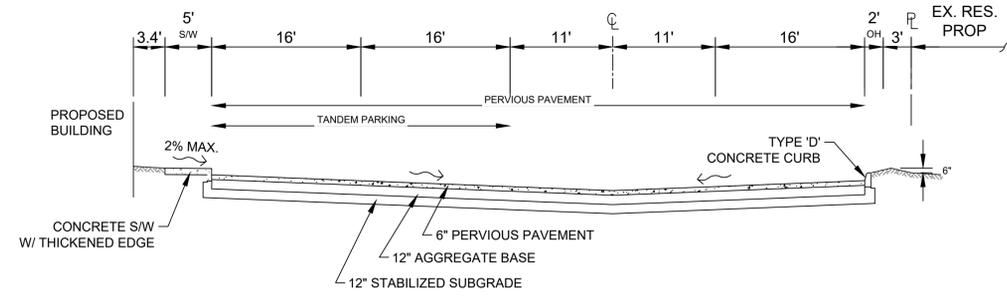


**C** TYPICAL SECTION  
NORTH SECTION

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

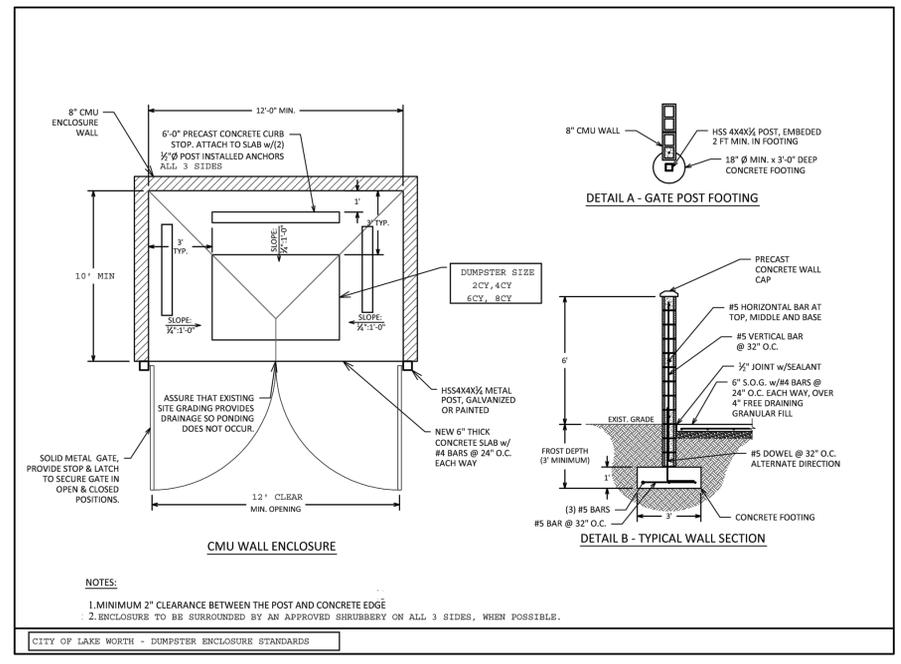


**D** TYPICAL SECTION  
EAST-WEST CROSS-SECTION

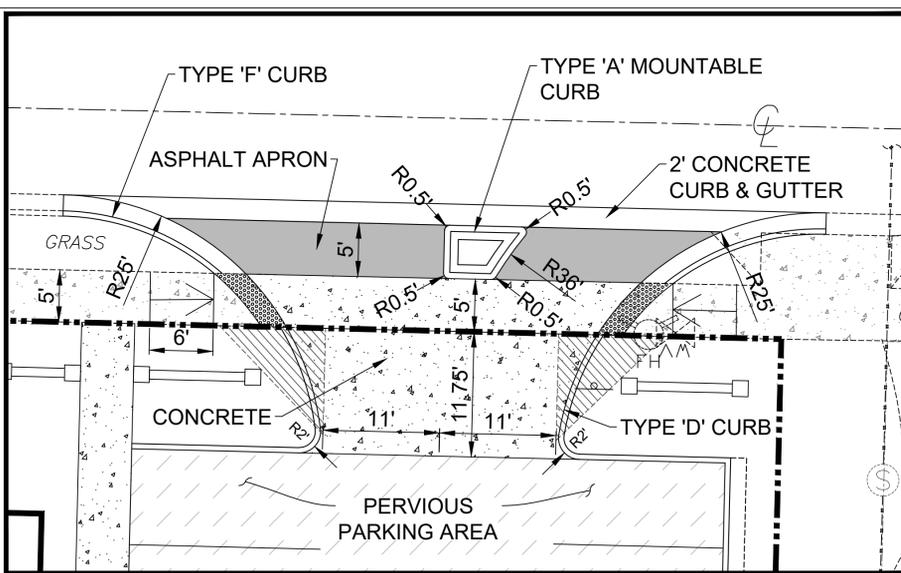


**E** TYPICAL SECTION  
SOUTH SECTION

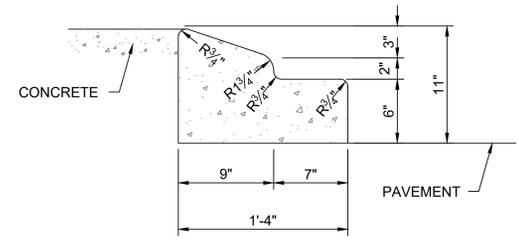
**CMU DUMPSTER ENCLOSURE**



- NOTES:
1. MINIMUM 2" CLEARANCE BETWEEN THE POST AND CONCRETE EDGE
  2. ENCLOSURE TO BE SURROUNDED BY AN APPROVED SHRUBBERY ON ALL 3 SIDES, WHEN POSSIBLE.



**10TH AVENUE N. ENTRANCE DETAIL**

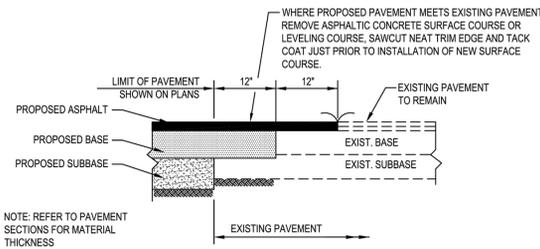


- NOTE:
1. CONSTRUCTION JOINTS SHALL BE PLACED AT EQUAL SPACES (10' MAX.) BETWEEN NORMAL EXPANSION JOINTS. CONSTRUCTION JOINTS SHALL BE SAW CUT WITHIN 24 HRS. OF PLACEMENT.
  2. FOR CURB & GUTTER CONSTRUCTED ADJACENT TO CONCRETE PAVEMENT, 1/2" EXPANSION JOINT MATERIALS SHALL BE PLACED BETWEEN THE EDGE OF GUTTER AND EDGE OF PAVEMENT.

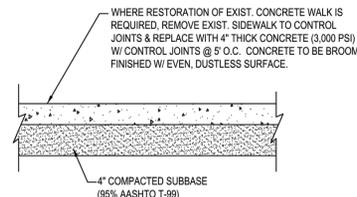
**TYPE 'A' CURB DETAIL**  
N.T.S.

Revision / Submission	No.	Date	Comment
	1	08/15/2022	REVISED PER SPRT #1
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<p><b>LAKE WORTH STATION</b>  <b>LAKE WORTH BEACH, FLORIDA</b></p>			
<p><b>TYPICAL SECTIONS AND DETAILS</b></p>			
<p>NOT FOR CONSTRUCTION</p>			
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CHECKED: PFR	SHEET: C3.1	DATE: 04/06/2022	

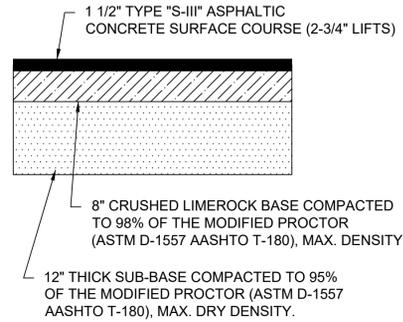
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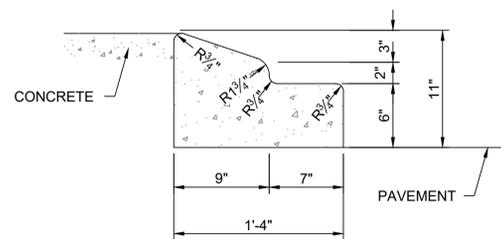
PAVEMENT RESTORATION DETAIL



CONCRETE SIDEWALK RESTORATION DETAIL  
N.T.S.



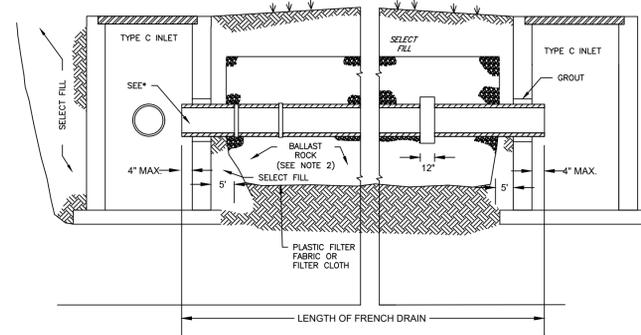
TYPICAL PAVEMENT SECTION  
N.T.S.



NOTE:

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- FOR CURB & GUTTER CONSTRUCTED ADJACENT TO CONCRETE PAVEMENT, 1/2" EXPANSION JOINT MATERIALS SHALL BE PLACED BETWEEN THE EDGE OF GUTTER AND EDGE OF PAVEMENT.

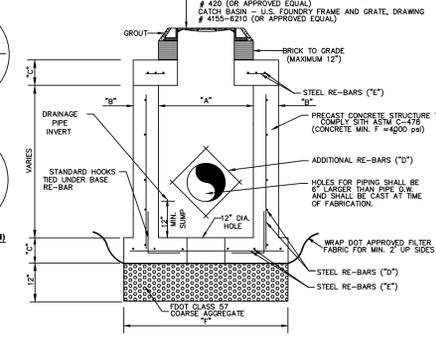
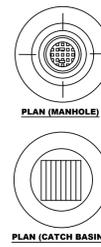
TYPE 'A' CURB DETAIL  
N.T.S.



LONGITUDINAL SECTION

- NOTES:
- PLASTIC FILTER FABRIC OR FILTER CLOTH (AT EA. SIDE, TOP AND BOTTOM) SHALL BE USED IN SANDY AREAS AS NOTED IN PLANS AND/OR AS DIRECTED BY THE ENGINEER.
  - IF BALLAST ROCK IS NOT PRE-WASHED, AFTER IT HAS BEEN PLACED TO THE PROPER ELEVATION, IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF IT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE BALLAST ROCK TO THE PROPER ELEVATION, SO THAT THE EXFILTRATION TRENCH BE COMPLETED IN ACCORDANCE WITH THE DETAILS.
  - INVERT ELEVATION TO BE AS SHOWN IN PLANS.
  - POLLUTION RETARDANT BAFFLE (PRB) REQUIRED AT EACH PIPE OPENING.

EXFILTRATION TRENCH DETAIL

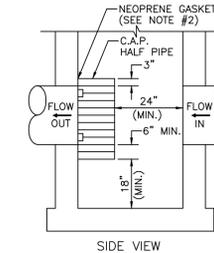


SECTION

TYPE	TYPE	"A"	"B"	"C"	"D"	"E"	"F"
C-4	M-4	4'-0\"/>					

FOR CURB INLET: USE USF 5130-6168 FRAME AND GRATE (O.A.E.)  
FOR DROP CURB: USE USF 5112-6143 FRAME AND GRATE (O.A.E.)

PRECAST DRAINAGE MANHOLE  
OR CIRCULAR CATCH BASIN

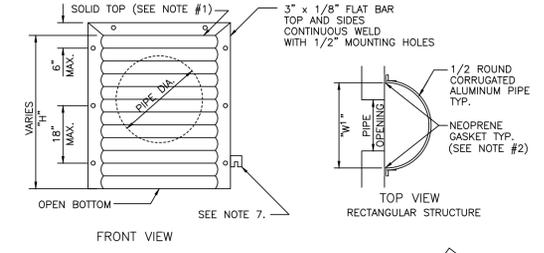


SIDE VIEW

PIPE DIA. (IN)	W <sup>1</sup> (IN)	W <sup>2</sup> (IN)	T (GAUGE)	H (IN)
15"	21"	21"	16	VARIES
18"	24"	24"	16	VARIES
21"	30"	30"	16	VARIES
24"	30"	36"	16	VARIES
30"	36"	42"	14	VARIES
36"	42"	48"	14	VARIES
42"	48"	54"	14	VARIES
48"	54"	60"	14	VARIES
54"	60"	66"	14	VARIES

1. RECTANGULAR STRUCTURE  
2. ROUND STRUCTURE

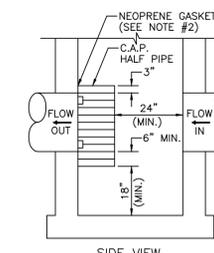
POLLUTION RETARDANT BAFFLE (PRB) DETAIL



FRONT VIEW

TOP VIEW  
RECTANGULAR STRUCTURE

- NOTES:
- ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
  - NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 3") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
  - POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 3/8" x 3" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
  - ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE (SEE EXFILTRATION TRENCH DETAIL). THE BOTTOM OF THE BAFFLE SHALL BE A MIN. OF 12" BELOW C.W.E.
  - FIBERGLASS BAFFLES ARE NOT PERMITTED.
  - MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.
  - FOR POLLUTION RETARDANT BASINS THE BOTTOM ELEVATION OF THE BAFFLE MUST BE A MINIMUM OF 2' BELOW THE CONTROL WATER ELEVATION.



SIDE VIEW

PIPE DIA. (IN)	W <sup>1</sup> (IN)	W <sup>2</sup> (IN)	T (GAUGE)	H (IN)
15"	21"	21"	16	VARIES
18"	24"	24"	16	VARIES
21"	30"	30"	16	VARIES
24"	30"	36"	16	VARIES
30"	36"	42"	14	VARIES
36"	42"	48"	14	VARIES
42"	48"	54"	14	VARIES
48"	54"	60"	14	VARIES
54"	60"	66"	14	VARIES

1. RECTANGULAR STRUCTURE  
2. ROUND STRUCTURE

CONTROL BAFFLE DETAIL

- NOTES:
- ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
  - NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 3") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
  - POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 3/8" x 3" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
  - ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE (SEE EXFILTRATION TRENCH DETAIL). THE BOTTOM OF THE BAFFLE SHALL BE A MIN. OF 12" BELOW C.W.E.
  - FIBERGLASS BAFFLES ARE NOT PERMITTED.
  - MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.
  - FOR POLLUTION RETARDANT BASINS THE BOTTOM ELEVATION OF THE BAFFLE MUST BE A MINIMUM OF 2' BELOW THE CONTROL WATER ELEVATION.
  - 6" INVERTED TRIANGLE BLEEDER INV. ELEV. 12.00 NAVD.

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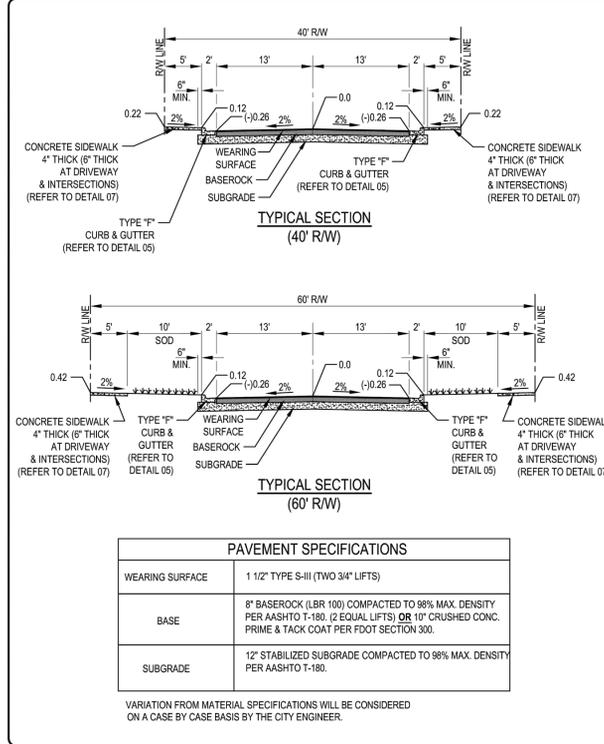
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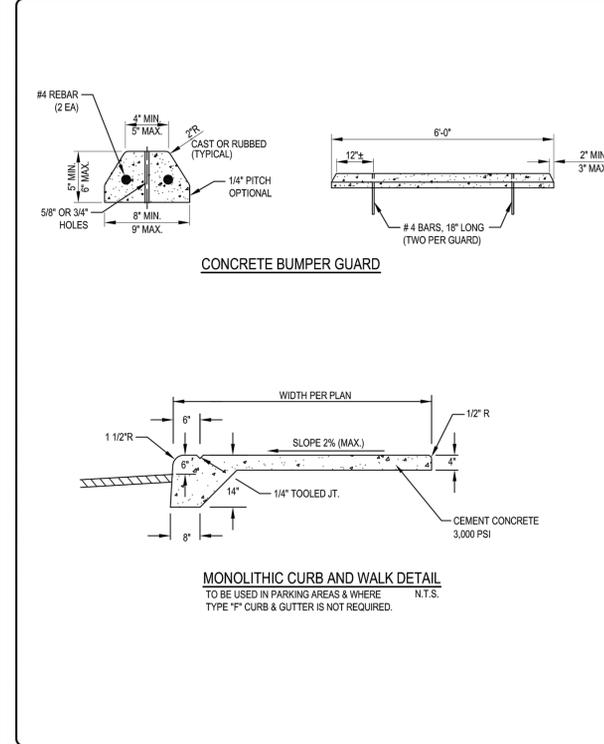
**GENERAL NOTES**

- EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND "SUNSHINE STATE ONE CALL OF FLORIDA, INC." TO LOCATE ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES DURING CONSTRUCTION AND RESETTING UTILITIES TO NEW GRADE AND SLOPE WITHIN THE LIMITS OF CONSTRUCTION.
- SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT, THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, AND ALL APPLICABLE O.S.H.A. REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS WHEN WORKING IN THE VICINITY OF OVERHEAD 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 ASSOCIATION, PRIOR TO COMMENCING CONSTRUCTION WITHIN CITY OF LAKE WORTH RIGHT-OF-WAY.
- ACCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE VEHICULAR AND PEDESTRIAN ACCESS AT ALL TIMES.
- WARRANTY. ALL WORK, MATERIALS, OR EQUIPMENT SHALL BE WARRANTED FOR A MINIMUM OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH. AGAINST DEFECTIVE MATERIALS AND/OR WORKMANSHIP. ALL WORK FOUND TO BE DEFECTIVE WILL BE REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY OF LAKE WORTH.
- SHOP DRAWINGS. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF SEVEN (7) COPIES (IF REQUIRED) OF SHOP DRAWINGS, PRODUCT DATA, MATERIAL SPECIFICATIONS AND OTHER INFORMATION REGARDING CONSTRUCTION MATERIALS AND STRUCTURES AS REQUESTED BY THE ENGINEER OF RECORD OR THE CITY OF LAKE WORTH. SHOP DRAWINGS MUST BE NEWLY PREPARED INFORMATION DRAWN TO ACCURATE SCALE. STANDARD INFORMATION PREPARED WITHOUT SPECIFIC REFERENCE TO THE PROJECT WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. SHOP DRAWINGS SHALL BE SUBJECT TO THE FOLLOWING:
  - BY SUBMITTAL OF ANY SHOP DRAWING OR CATALOG DATA, BEARING AN APPROVAL STAMP, THE CONTRACTOR REPRESENTS THAT IT HAS DETERMINED AND VERIFIED ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MATERIALS, DIMENSIONS, CATALOG NUMBERS AND SIMILAR DATA, OR WILL DO SO, AND THAT IT HAS CHECKED AND COORDINATED EACH ITEM WITH OTHER APPLICABLE APPROVED SHOP DRAWINGS AND THE CONTRACT REQUIREMENTS.
  - SHOP DRAWINGS AND CATALOG DATA SUBMITTED WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. APPROVAL OF SHOP DRAWINGS, SAMPLES, OR CATALOG DATA BY THE ENGINEER OF RECORD OR THE CITY OF LAKE WORTH SHALL NOT AUTHORIZE ANY DEVIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
  - ANY PROPOSED SUBSTITUTE OR EQUAL TO THAT SHOWN ON THE CONTRACT DOCUMENTS SHALL BE ACCOMPANIED BY CALCULATIONS SUBSTANTIATING EQUIVALENCY. SHOP DRAWINGS WITH SUBSTITUTE MATERIALS NOT ACCOMPANIED BY CALCULATIONS WILL BE RETURNED WITHOUT REVIEW.
  - THE CONTRACTOR SHALL CONFIRM COMPATIBILITY OF PIPE SLOPES AND INVERTS DURING THE SHOP DRAWING AND MATERIALS ORDERING PHASE OF THE PROJECT AND ADVISE THE ENGINEER OF RECORD IN WRITING OF ANY DISCREPANCIES.
  - INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOG LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.
- FIELD REVIEWS. THE CONTRACTOR SHALL PROVIDE NOTIFICATION, 48 HOURS (MIN.) PRIOR TO ANY REQUIRED FIELD REVIEWS OR INSPECTIONS AND SHALL SUPPLY ALL NECESSARY EQUIPMENT, LABOR, AND MATERIALS FOR INSPECTION AND/OR TEST. ALL WORK SHALL BE OPEN AND SUBJECT TO REVIEW AND/OR INSPECTION BY AUTHORIZED PERSONNEL OF THE CITY OF LAKE WORTH AND THE ENGINEER OF RECORD.
- DENSITY TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TESTING TO ENSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED FOR ALL SUBGRADE, BASE MATERIAL, WEARING SURFACE, AND ALL OTHER AREAS WHERE COMPACTION REQUIREMENTS ARE SPECIFIED. ALL TEST RESULTS SHALL BE SIGNED & SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER AND COPIES SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE CITY OF LAKE WORTH.
- 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 GATES SHALL BE REQUIRED TO THE STRUCTURES WITH AN EYE-BOLT 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 BASECOURSE MAY NOT BE RE-USED, HOWEVER IT MAY BE UTILIZED AS SUBGRADE STABILIZATION MATERIAL. ALL SUBGRADE SHALL BE FREE OF MUCK, ROOTS, UNDERBRUSH, VEGETATIVE MATTER, GARBAGE, TRASH, OR ANY OTHER UNSUITABLE MATERIALS. BASECOURSE AND ASPHALT SHALL BE PLACED IN MULTIPLE LIFTS AND SHALL BE PLACED IN ACCORDANCE WITH THE APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. SMALL 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 FIRE HYDRANTS.

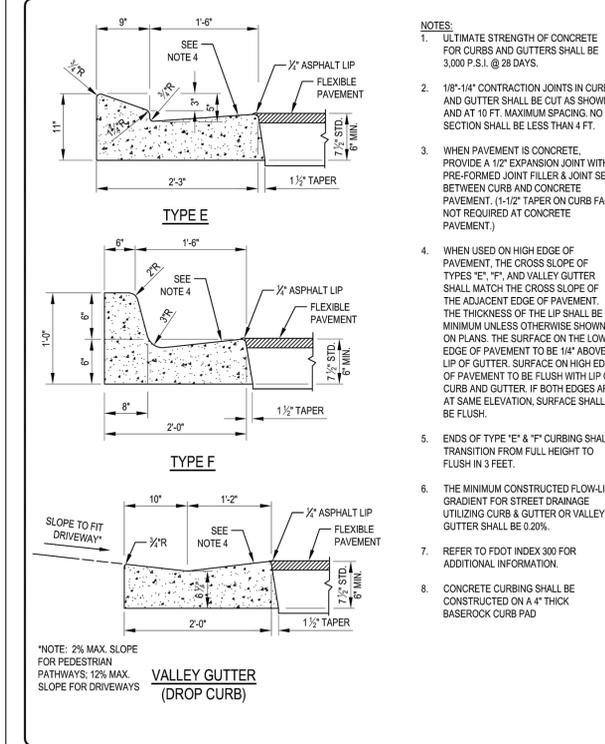
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT  
 GENERAL NOTES  
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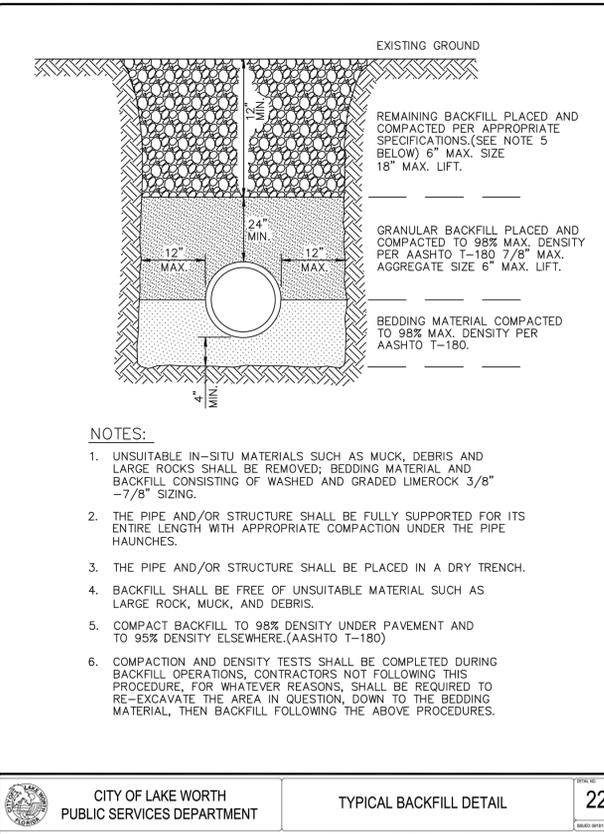
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 TYPICAL RIGHT-OF-WAY SECTIONS  
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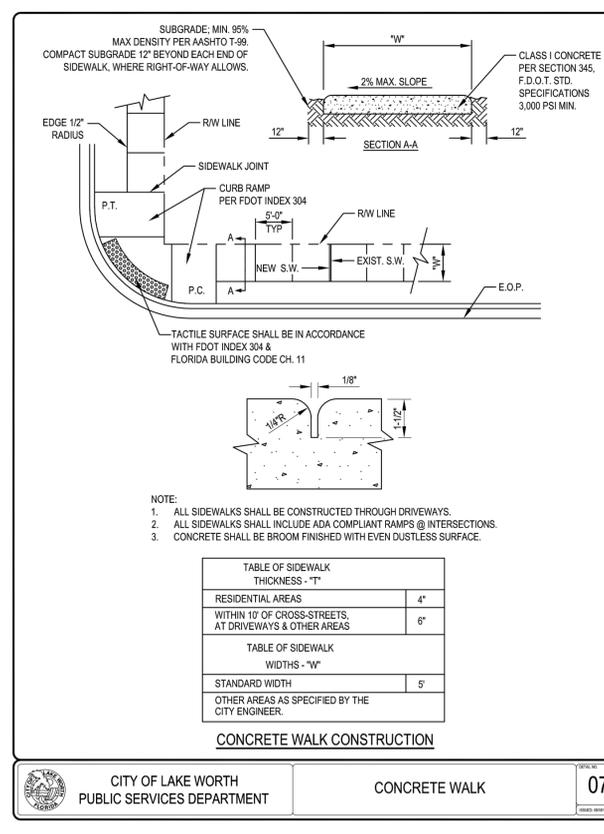
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT  
 CONCRETE BUMPER GUARD AND MONOLITHIC CURB AND WALK  
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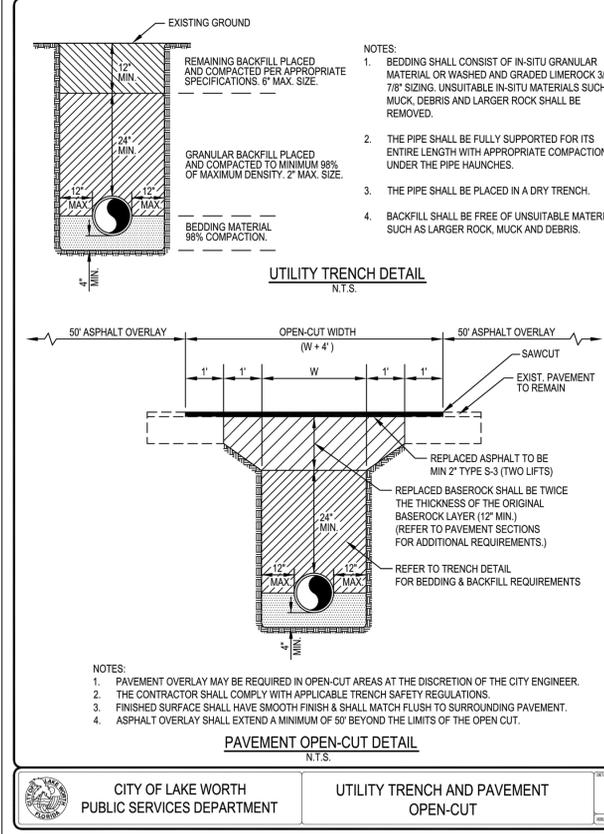
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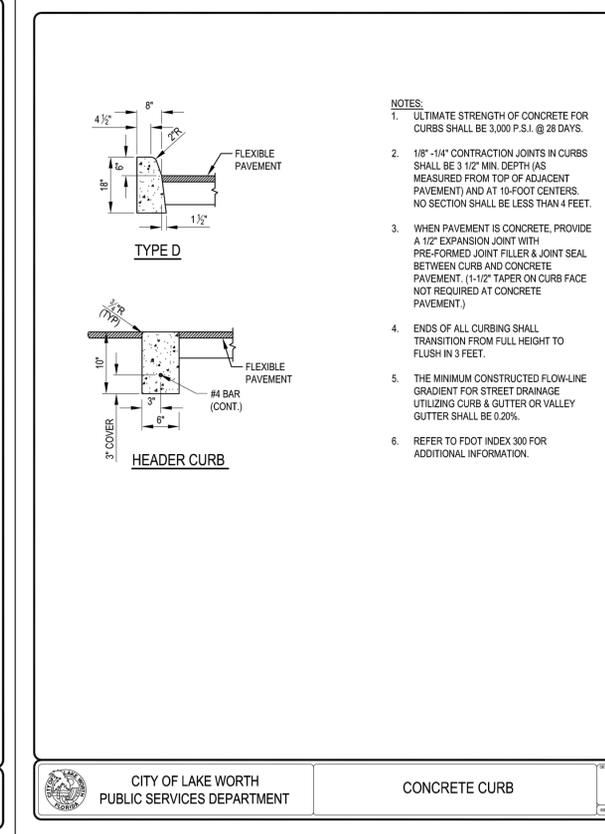
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT  
 TYPICAL BACKFILL DETAIL  
 22



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

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LAKE WORTH STATION  
 LAKE WORTH BEACH, FLORIDA

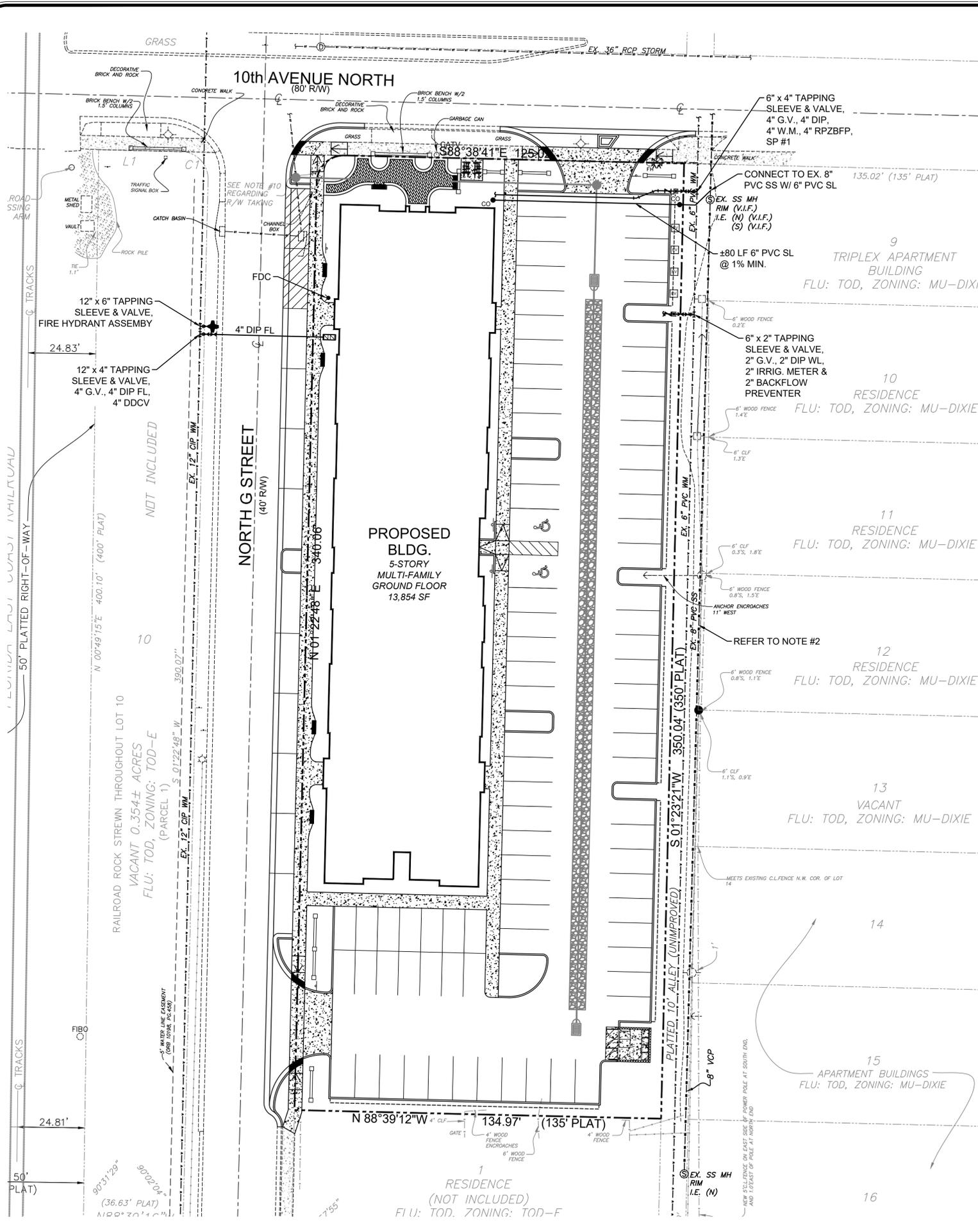
PAVING, GRADING AND DRAINAGE DETAILS

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DESIGNED: CMP	PROJECT: 137767
CHECKED: PFR	SHEET: C3.3
DATE: 04/06/2022	

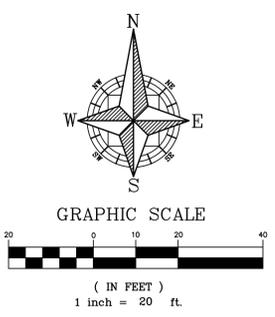
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**LEGEND**

- SANITARY SEWER LATERAL W/ MANHOLE
- └ 22° BEND FITTING
- └ 45° BEND FITTING
- └ TEE FITTING
- └ 90° BEND FITTING
- ▲ REDUCER
- ⊗ GATE VALVE
- ⊠ WATER METER
- ⌌ BACKFLOW PREVENTER
- ⌌ DOUBLE DETECTOR CHECK VALVE
- ⌌ FIRE DEPARTMENT CONNECTION
- ⌌ 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 62-610, F.A.C.	
TEN FEET	REFER TO NOTE #2	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:
VERTICAL SEPARATION OF PIPELINES		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.
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.		

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**LAKE WORTH STATION**  
**LAKE WORTH BEACH, FLORIDA**  
**PRELIMINARY WATER AND SEWER PLAN**

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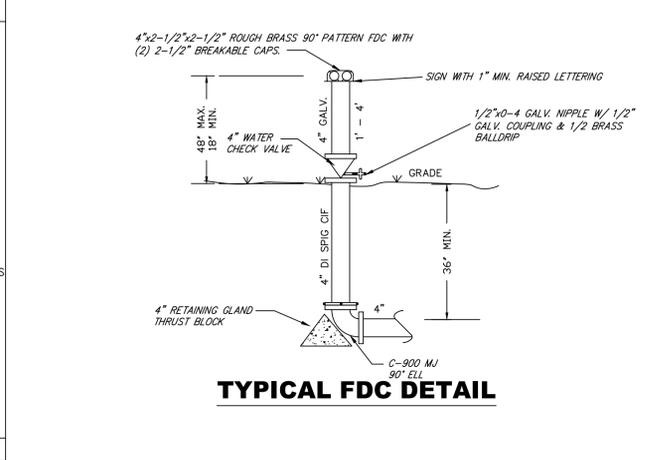
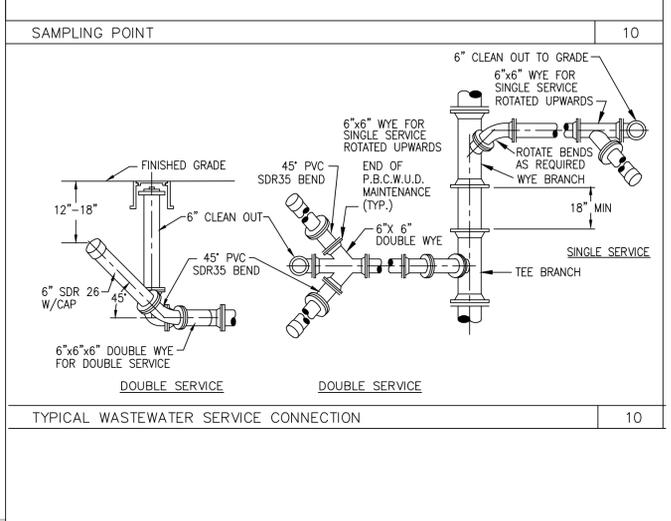
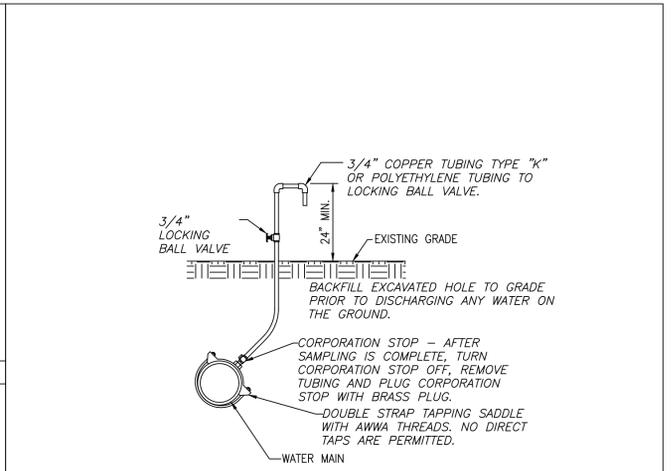
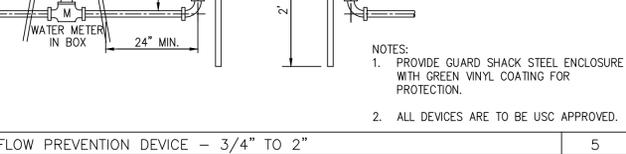
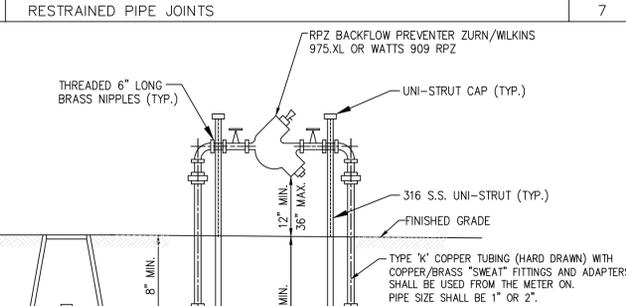
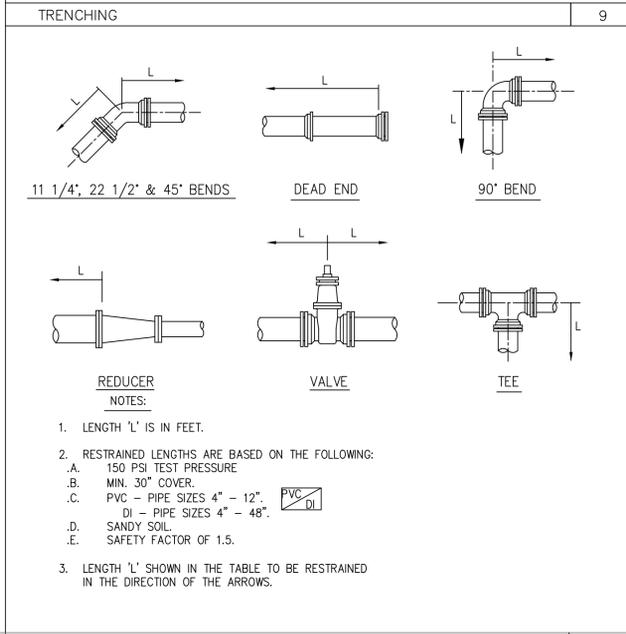
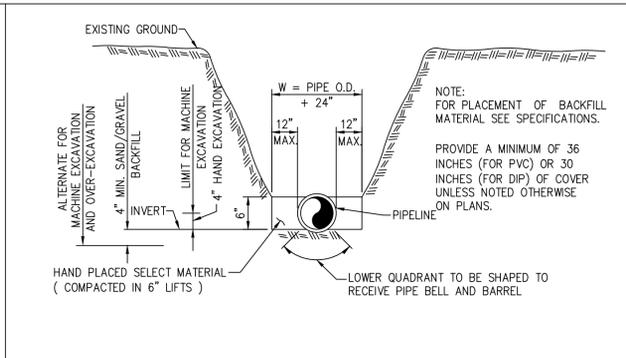
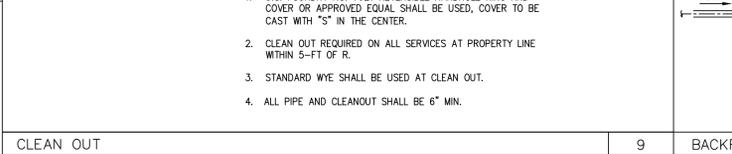
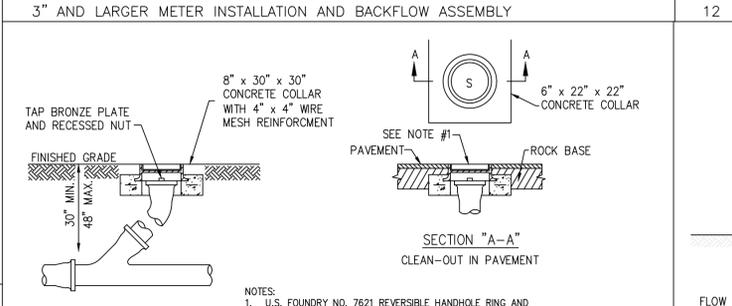
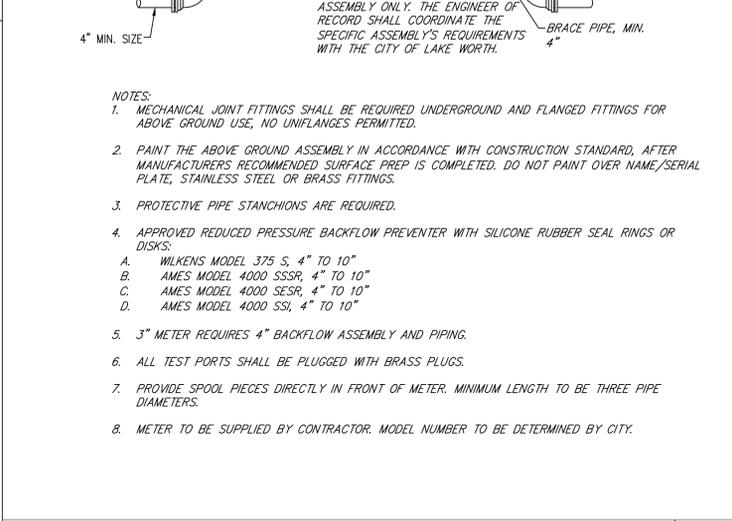
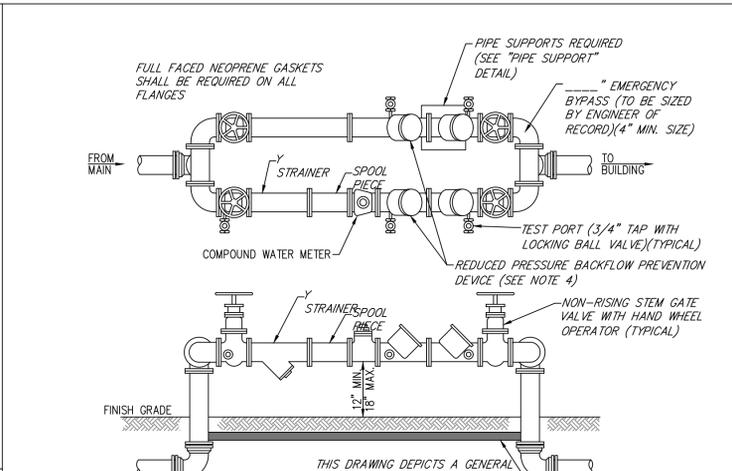
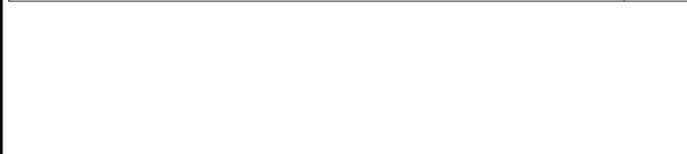
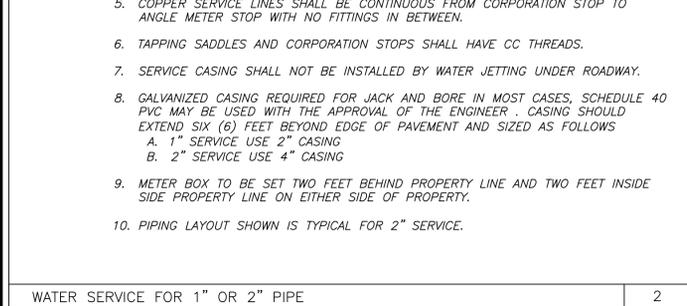
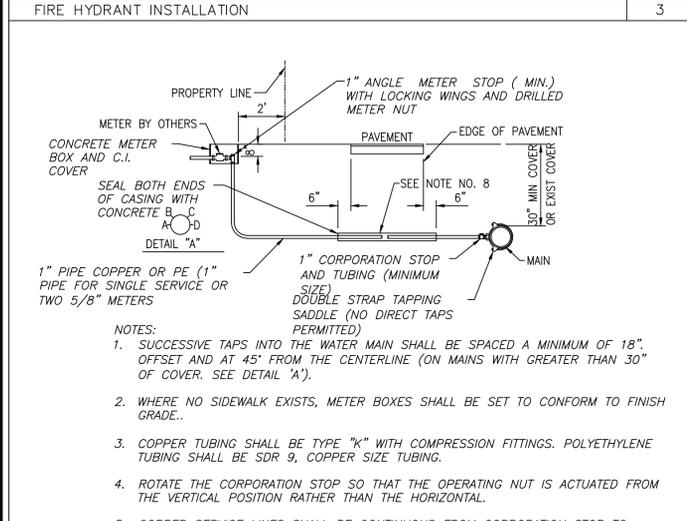
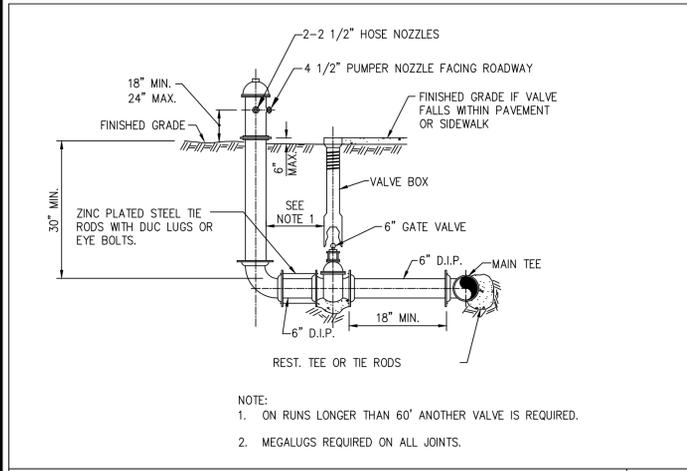
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SUNSHINE STATE ONE CALL CENTER

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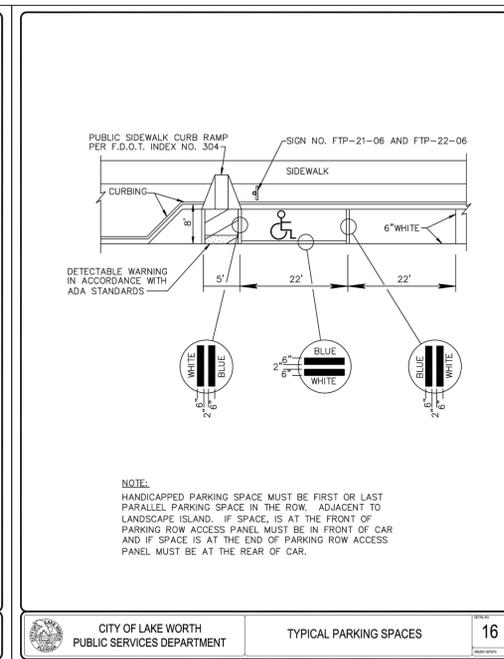
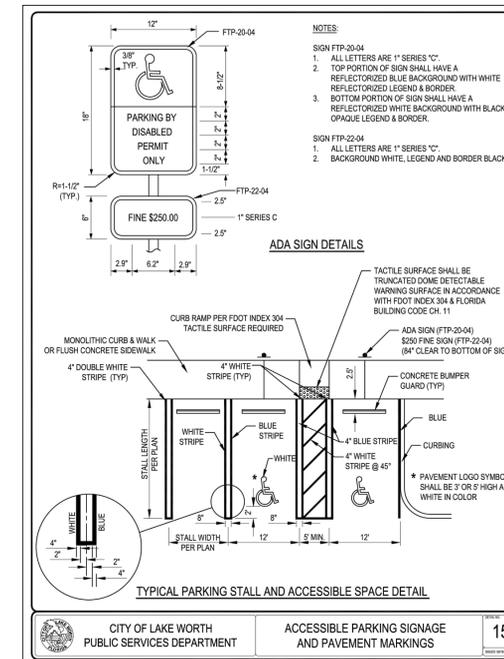
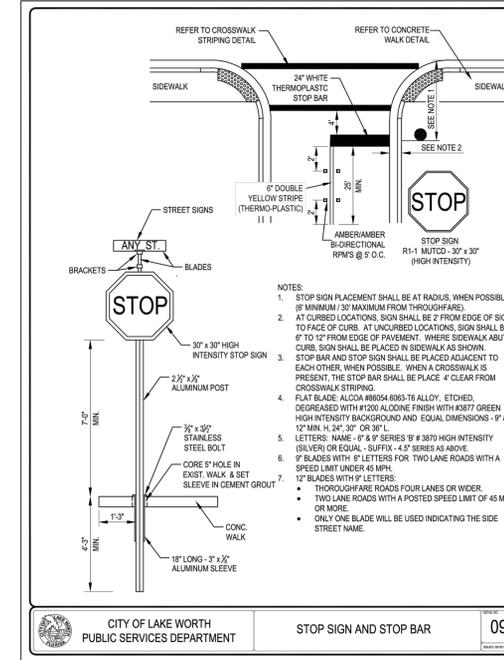
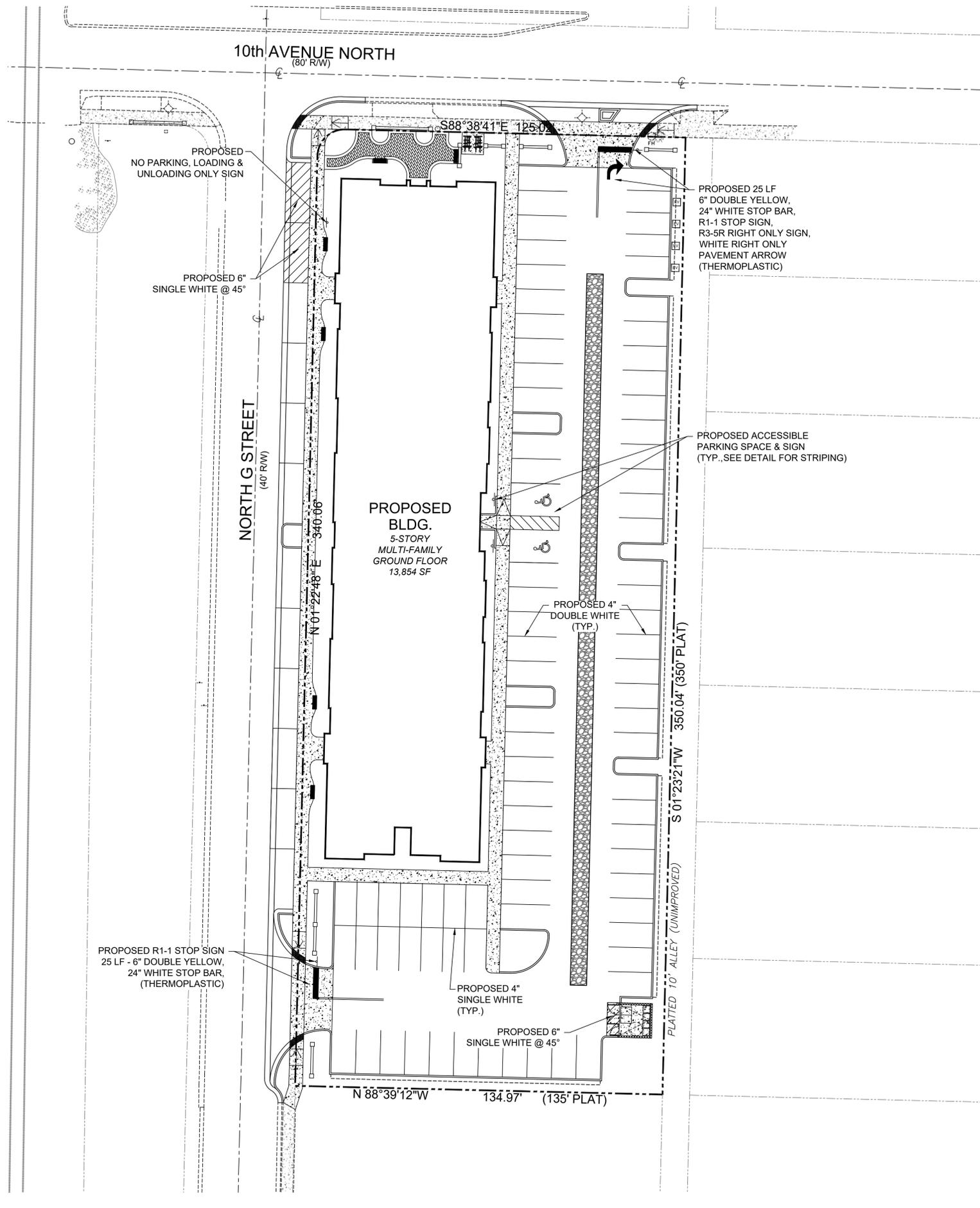
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**PROJECT:** 137767  
**SHEET:** C4.0

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Revision/ Submission	No.	Date	Comment
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<b>LAKE WORTH STATION LAKE WORTH BEACH, FLORIDA</b>			
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# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** City Attorney

**TITLE:**

Ordinance No. 2022-16 – First Reading - Establishing a Business Advisory Board

**SUMMARY:**

The proposed Ordinance will establish a Business Advisory Board to promote business development and support and sustain existing businesses within the City of Lake Worth Beach.

**BACKGROUND AND JUSTIFICATION:**

The City Commission has expressed a desire for a Business Advisory Board to engage the local business owners within the City of Lake Worth Beach. The proposed Ordinance establishes a Business Advisory Board to act as a liaison between the owners of businesses within the City and the City Commission, to promote business development and support and sustain existing businesses within the City. The Business Advisory Board members will be appointed consistent with Section 2-9 of the City of Lake Worth Beach Code of Ordinances. The proposed duties of the Business Advisory Board are as follows:

- (a) Advise the city commission as to recommended improvements to, and the establishment of, city policies and procedures impacting the business community;
- (b) Review and recommend appropriate communication strategies to disseminate city information to the business community;
- (c) Solicit and facilitate business input in matters of significance in the city;
- (d) Endeavor to build an expanding community of support through education of its members, prospective members, community groups and government officials;
- (e) Advise the city commission and city administration on business development opportunities within the city;
- (f) Identify, analyze and address legislative issues that may impact the business community; and
- (g) Any additional duties as may be assigned by the city commission.

**MOTION:**

Move to approve / disapprove Ordinance No. 2022-16 on first reading and setting the second reading and public hearing for September 20, 2022.

**ATTACHMENTS:**

Ordinance 2022-16

1  
2  
3  
4       **ORDINANCE 2022-16 - AN ORDINANCE OF THE CITY OF LAKE**  
5       **WORTH BEACH, FLORIDA, AMENDING CHAPTER 2**  
6       **“ADMINISTRATION,” ADDING A NEW ARTICLE 16III “BUSINESS**  
7       **ADVISORY BOARD,” PROVIDING FOR A NEW BUSINESS ADVISORY**  
8       **BOARD, TERMS, COMPOSITION AND DUTIES; AND PROVIDING FOR**  
9       **SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE**  
10       **DATE**

11  
12       **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State  
13 of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the  
14 “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct  
15 municipal government, perform municipal functions, and render municipal services, and  
16 may exercise any power for municipal purposes, except as expressly prohibited by law;  
17 and

18  
19       **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing  
20 body of each municipality in the state has the power to enact legislation concerning any  
21 subject matter upon which the state legislature may act, except when expressly prohibited  
22 by law; and

23  
24       **WHEREAS**, the City wishes to amend Chapter 2 “Administration,” adding thereto  
25 a new Article 16III “Business Advisory Board,” to create a new Business Advisory Board  
26 including the terms, composition and duties; and

27  
28       **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted  
29 municipality having such power and authority conferred upon it by the Florida Constitution  
30 and Chapter 166, Florida Statutes; and

31  
32       **WHEREAS**, the City Commission finds and declares that the adoption of this  
33 ordinance is appropriate, and in the best interest of the health, safety and welfare of the  
34 City, its residents and visitors.

35  
36       **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**  
37 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

38  
39       **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as  
40 being true and correct and are made a specific part of this ordinance as if set forth herein.

41  
42       **Section 2:** Chapter 2 “Administration,” is hereby amended by adding thereto a  
43 new Article 16III “Business Advisory Board,” to read as follows:

44  
45       **ARTICLE 16III. – BUSINESS ADVISORY BOARD**

46  
47       **Sec. 2-271. – Creation of business advisory board and purpose.**

48  
49       There is hereby created a business advisory board. The business advisory board shall  
50 act in an advisory capacity to the city manager and city commission. The business  
51 advisory board shall be advisory in nature only. The business advisory board shall

52 promote business development and support and sustain existing businesses within the  
53 city by identifying business opportunities and acting as a liaison between the owners of  
54 businesses within the city and the city commission.  
55

56 **Sec. 2-272. – Composition; appointment of members.**  
57

- 58 (a) The board shall be appointed by the city commission and shall consist of five (5)  
59 members and two (2) alternate members. The board members need not be  
60 residents of the city, but shall be owners or operators of businesses within the city.  
61 The board members shall be comprised of representatives from the following  
62 categories: retail business, professional services business, personal services  
63 business, commercial realtor or business broker, certified property manager,  
64 community bank representative, and commercial property owner.  
65  
66 (b) Appointments shall be made consistent with Section 2-9.  
67  
68 (c) Alternate members shall be appointed as first alternate and second alternate, and  
69 shall serve on the board in that order in the event a regular member is absent.  
70  
71 (d) If any member of the board shall fail to be present at three (3) consecutive regularly  
72 scheduled meetings or at twenty (20) percent of the regularly scheduled meetings  
73 of the board held within any twelve-month period, the city clerk shall declare the  
74 member's office vacant, and the city commission shall promptly fill such vacancy.  
75  
76 (e) If the position of a member becomes vacant for any reason, the city commission  
77 shall appoint another person to serve the unexpired term of the vacated position.  
78  
79 (f) The city commission may remove any member of the board for misconduct or  
80 neglect of duty.  
81

82 **Sec. 2-273. – Officers; meetings.**  
83

- 84 (a) Officers. The board shall elect its officers for a term of one (1) calendar year,  
85 not to exceed the member's appointed term.  
86  
87 1. Chairperson. Presides at meetings of the board and makes  
88 presentations, written and oral, on behalf of the board to the city  
89 commission and the city manager.  
90  
91 2. Vice-chairperson. Performs the duties of the chairperson in his/her  
92 absence.  
93  
94 3. Secretary. Records the minutes and attendance at each meeting.  
95  
96 (b) Meetings.  
97  
98 1. The board shall meet bimonthly, or more regularly as necessary to address  
99 matters as requested by the commission.

100 2. Three (3) members of the board shall constitute a quorum for the  
101 performance of the duties of the board at any time.

102  
103 3. Meetings of the board shall be open to the public, and minutes shall be kept.  
104 A public record of the board's minutes and resolutions shall be maintained  
105 and made available for inspection by the public.

106  
107 **Sec. 2-274. – Duties.**

108  
109 The board's duties shall consist of the following:

- 110  
111 (a) Advise the city commission as to recommended improvements to, and the  
112 establishment of, city policies and procedures impacting the business community;  
113  
114 (b) Review and recommend appropriate communication strategies to disseminate city  
115 information to the business community;  
116  
117 (c) Solicit and facilitate business input in matters of significance in the city;  
118  
119 (d) Endeavor to build an expanding community of support through education of its  
120 members, prospective members, community groups and government officials;  
121  
122 (e) Advise the city commission and city administration on business development  
123 opportunities within the city;  
124  
125 (f) Identify, analyze and address legislative issues that may impact the business  
126 community; and  
127  
128 (g) Any additional duties as may be assigned by the city commission.

129  
130 **Sec. 2-275. – Staff liaison.**

131  
132 The city manager, or his or her appointed designee, is staff liaison to the board  
133 and attends board meetings. The city manager or appointed designee shall serve only in  
134 an advisory capacity. The city manager or appointed designee shall have a continuing  
135 responsibility to explain the organization, responsibilities and objectives to the board. The  
136 city manager or appointed designee shall work closely with the board in matters of interest  
137 to the operation of efficient programs and inform the board concerning the interests,  
138 needs, objectives, progress, plans, and other factors of importance. The city manager or  
139 appointed designee shall be the official medium of communication between the city  
140 commission and the board.

141  
142 **Section 3: Severability.** If any section, subsection, sentence, clause, phrase or  
143 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of  
144 competent jurisdiction, such portion shall be deemed a separate, distinct, and  
145 independent provision, and such holding shall not affect the validity of the remaining  
146 portions thereof.  
147

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

150  
151 **Section 5:** Codification. The sections of the ordinance may be made a part of  
152 the City Code of Laws and ordinances and may be re-numbered or re-lettered to  
153 accomplish such, and the word "ordinance" may be changed to "section", "division", or  
154 any other appropriate word.

155  
156 **Section 6:** Effective Date. This ordinance shall become effective 10 days after  
157 passage.

158  
159 The passage of this ordinance on first reading was moved by  
160 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon  
161 being put to a vote, the vote was as follows:

- 162  
163 Mayor Betty Resch  
164 Vice Mayor Christopher McVoy  
165 Commissioner Sarah Malega  
166 Commissioner Kimberly Stokes  
167 Commissioner Reinaldo Diaz

168  
169 The Mayor thereupon declared this ordinance duly passed on first reading on the  
170 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

171  
172  
173 The passage of this ordinance on second reading was moved by  
174 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote,  
175 the vote was as follows:

- 176  
177 Mayor Betty Resch  
178 Vice Mayor Christopher McVoy  
179 Commissioner Sarah Malega  
180 Commissioner Kimberly Stokes  
181 Commissioner Reinaldo Diaz

182  
183 The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of  
184 \_\_\_\_\_, 2022.

185  
186 LAKE WORTH BEACH CITY COMMISSION

187  
188  
189 By: \_\_\_\_\_  
190 Betty Resch, Mayor

191 ATTEST:

192 \_\_\_\_\_  
193  
194  
195  
196 Melissa Ann Coyne, City Clerk

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** City Attorney

**TITLE:**

Ordinance No. 18-2022 – First Reading - Repeal of sections 15-91 “Definitions,” 15-91 “Prohibited acts regarding panhandling,” and 19-14 “Right-of-way solicitors and canvassers”

**SUMMARY:**

The proposed Ordinance will repeal sections 15-91 “Prohibited acts regarding panhandling” (including Section 15-90 “Definitions”) and 19-14 “Right-of-way solicitors and canvassers”.

**BACKGROUND AND JUSTIFICATION:**

Section 15-91 of the City’s Code of Ordinances (the “Code”) makes it unlawful to solicit money or other things of value in certain public areas, including bus stops, public transportation facilities and vehicles, areas within 15 feet of a sidewalk café, automatic teller machines, and the entrance or exit of a commercial or governmental building, parking lots, parking garages, and parking pay stations owned or operated by the City and private property, unless the person panhandling has permission from the owner of such property. Section 19-14 of the Code makes it unlawful for any person to canvass or solicit in the right-of-way at certain designated intersections within the City.

The Palm Beach County Sheriff’s Office ceased enforcing sections 15-91 and 19-14 on January 14, 2022, and given the decision to cease enforcement, the City believes it is prudent to repeal sections 15-90, 15-91, and 19-14 of the Code.

**MOTION:**

Move to approve / disapprove Ordinance No. 18-2022 on first reading and set the second reading and public hearing for September 20, 2022.

**ATTACHMENTS:**

Ordinance No. 18-2022  
Letter from City Attorney to commission

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**ORDINANCE 2022-18 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REPEALING SECTIONS 15-90 “DEFINITIONS,” 15-91 “PROHIBITED ACTS REGARDING PANHANDLING,” AND 19-14 “RIGHT-OF-WAY SOLICITORS AND CANVASSERS” OF THE CITY CODE OF ORDINANCES WHICH MAKE CERTAIN INSTANCES OF PANHANDLING OR SOLICITING IN PUBLIC AREAS UNLAWFUL; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Lake Worth Beach, Florida (the “City”) is a duly constituted municipality having such home rule power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, section 15-91 of the City’s Code of Ordinances (the “Code”) makes it unlawful to solicit money or other things of value in certain public areas, including bus stops, public transportation facilities, public transportation vehicles, areas within fifteen (15) feet of a sidewalk café, automatic teller machine, and the entrance or exit of a commercial or governmental building, parking lots, parking garages and parking pay stations owned or operated by the City and private property, unless the person panhandling has permission from the owner of such property; and

**WHEREAS**, section 19-14 of the Code makes it unlawful for any person to canvass or solicit in the right-of-way at certain designated intersections within the City; and

**WHEREAS**, the City’s law enforcement agency, the Palm Beach County Sheriff’s Office (PBSO), ceased enforcing sections 15-91 and 19-14 on January 14, 2022; and

**WHEREAS**, given the prior decision to cease enforcement of these ordinances, the City Commission believes it is prudent to repeal section 15-91 (and associated section 15-90 “Definitions”) and section 19-14 of the Code; and

**WHEREAS**, the City Commission finds and declares that the repeal of these ordinances is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors.

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

**Section 1:** The foregoing “WHEREAS” clauses are incorporated into this Ordinance as true and correct findings of the City Commission.

**Section 2:** Chapter 15 “Offenses – Miscellaneous,” Article VI “Panhandling” is hereby repealed in full as follows:

**ARTICLE VI. – RESERVEDPANHANDLING**

48 **Sec. 15-90. - Definitions.**

49 Definitions as used in this article:

50 ~~(a) Aggressive panhandling or solicitation means:~~

51 ~~(1) Approaching or speaking to a person in such a manner as would cause a~~  
52 ~~reasonable person to believe that the person is being threatened with either imminent~~  
53 ~~bodily injury or the commission of a criminal act upon the person or another person, or~~  
54 ~~upon property in the person's immediate possession;~~

55 ~~(2) Continuing to request money or something else of value after the person~~  
56 ~~solicited has given a negative response to the initial request;~~

57 ~~(3) Blocking, either individually or as part of a group of persons, the passage of~~  
58 ~~a solicited person;~~

59 ~~(4) Touching a solicited person without explicit permission; or~~

60 ~~(5) Engaging in conduct that would reasonably be construed as intended to~~  
61 ~~intimidate, compel or force a solicited person to accede to demands.~~

62 ~~(b) Panhandling means:~~

63 ~~(1) Any solicitation made in person requesting an immediate donation of money~~  
64 ~~or other thing of value for oneself or another person; or~~

65 ~~(2) Any solicitation which seeks a donation where the person solicited receives~~  
66 ~~an item of little or no monetary value in exchange and where a reasonable person would~~  
67 ~~understand that the transaction is in substance a donation.~~

68 ~~Panhandling does not mean the act of passively standing or sitting, performing music,~~  
69 ~~or singing with a sign or other indication that a donation is being sought, but without any~~  
70 ~~vocal request other than a response to an inquiry by another person.~~

71 **Sec. 15-91. - Prohibited acts regarding panhandling.**

72 ~~(a) It shall be unlawful to engage in the act of panhandling when either the solicitation~~  
73 ~~occurs or the person being solicited is located in, on, or at any of the following locations:~~

74 ~~(1) Bus stop or any public transportation facility;~~

75 ~~(2) Public transportation vehicle;~~

76 ~~(3) Area within fifteen (15) feet, in any direction, of a sidewalk café, as defined in~~  
77 ~~the Code;~~

78 ~~(4) Parking lot, parking garage, or parking pay station owned or operated by the~~  
79 ~~city;~~

80 ~~(5) Area within fifteen (15) feet, in any direction, of an automatic teller machine;~~

81 ~~(6) Area within fifteen (15') feet, in any direction, of the entrance or exit of a~~  
82 ~~commercial or governmental building;~~

83 ~~(7) Private property, unless the person panhandling has permission from the~~  
84 ~~owner of such property.~~

85 ~~(b) It shall be unlawful to engage in the act of aggressive panhandling in any location~~  
86 ~~in the city.~~

87

88 **Section 3:** Chapter 19 "Streets and Sidewalks," Article I "In General," Section  
89 19-14 "Right-of-way solicitors and canvassers" is hereby repealed in full as follows:  
90

90

91 **Sec. 19-14. – Reserved.Right-of-way solicitors and canvassers.**

92 ~~(a) *Definitions.* For the purposes of this section, "right-of-way canvasser or solicitor"~~  
93 ~~shall mean any person who sells or offers for sale any thing or service of any kind, or~~  
94 ~~who seeks any donation of any kind, or who personally hands to or seeks to transmit by~~  
95 ~~hand or receive by hand any thing or service of any kind, whether or not payment in~~  
96 ~~exchange is required or requested, to any person who operates or occupies a motor~~  
97 ~~vehicle of any kind, which vehicle is engaged in travel on or within any portion of any of~~  
98 ~~the streets or roadways in the city, whether or not such vehicle is temporarily stopped~~  
99 ~~in the travel lanes of the road. The term shall not apply to any person who merely holds~~  
100 ~~or displays a sign lawfully permitted to be displayed by a person as long as there is no~~  
101 ~~entry by such person or sign into any portion of the roadway. Further, this term shall not~~  
102 ~~apply to official citations or notices provided pursuant to governmental authority.~~

103 ~~(b) *Findings; purpose; intent.*~~

104 ~~(1) The city commission of the City of Lake Worth desires to adopt an ordinance~~  
105 ~~restricting right-of-way canvassers and solicitors from certain intersections located in~~  
106 ~~the city because such canvassers and solicitors pose a danger to themselves and the~~  
107 ~~public at large by interfering with the safe movement of normal vehicular traffic; and~~

108 ~~(2) According to a 2017 report by Smart Growth America, a national group that~~  
109 ~~advocates for smart development, since 2009, pedestrians in Florida are more likely to~~  
110 ~~be struck by vehicles than elsewhere in the United States;~~

111 ~~(3) According to the Smart Growth America report, the metropolitan areas from~~  
112 ~~Miami to West Palm Beach are one of the most dangerous metropolitan areas for~~  
113 ~~pedestrians with 1,508 pedestrian fatalities from 2005-2014; and~~

114 ~~(4) According to the Florida Department of Highway Safety and Motor Vehicles~~  
115 ~~2015 Florida Traffic Crash Statistics Report, six hundred thirty two (632) pedestrians~~  
116 ~~were killed on Florida roadways in 2015; thirty five (35) of those pedestrians were killed~~  
117 ~~on roadways in Palm Beach County; and~~

118 ~~(5) As reported in the USDOT National Highway Traffic Safety Administration's~~  
119 ~~June 2008 National Pedestrian Crash Report, the Lake Worth experienced two (2)~~  
120 ~~pedestrian crash deaths in 2006 alone; and~~

121 ~~(6) Based upon statistics collected by the U.S. Department of Transportation,~~  
122 ~~Federal Highway Administration, Florida pedestrian fatalities are on the rise; and~~

123 ~~(7) According to a Palm Beach County Metropolitan Planning Organization's~~  
124 ~~Bicycle and Pedestrian Safety Team commissioned study, Lake Worth Road (from Jog~~  
125 ~~Road east into downtown Lake Worth) is a corridor of concern based on crash data~~  
126 ~~involving pedestrians and bicyclists in Palm Beach County from 2010 to 2014 with~~  
127 ~~central Palm Beach County being the most intense for pedestrian crashes in the past~~  
128 ~~five (5) years; and~~

129 ~~(8) Numerous types of right-of-way canvassers and solicitors may seek to~~  
130 ~~operate within the City of Lake Worth, including, but not limited to, children, adolescents~~  
131 ~~and adults who seek to collect money for school and community activities; vendors who~~  
132 ~~sell flowers, newspapers and other products; and, people who seek donations or~~  
133 ~~distribute written information; and~~

134 ~~(9) Right-of-way canvassers and solicitors approach motorists and passengers~~  
135 ~~in motor vehicles engaged in travel on roads, and are particularly susceptible and~~  
136 ~~vulnerable to serious injury, or death due to the speed and number of motorists who~~  
137 ~~operate vehicles on busy roads within the city; and~~

138 ~~(10) Roadways are primarily designed for vehicular traffic and are not suited to~~  
139 ~~safely accommodate right-of-way canvassers and solicitors; and~~

140 ~~(11) The presence of right-of-way canvassers and solicitors interferes with the~~  
141 ~~safe movement of normal vehicular traffic; and~~

142 ~~(12) The road network in the city is substantially burdened by a high volume of~~  
143 ~~traffic, roadway and adjacent construction and road design which frequently includes~~  
144 ~~vehicle turns and movements that demand a driver's strict attention; and~~

145 ~~(13) It is the intention of the city commission to use the least restrictive means to~~  
146 ~~advance the significant governmental interests of traffic safety and public safety and,~~  
147 ~~consequently, the Palm Beach County Sheriff's Office analyzed each of the major roads~~  
148 ~~within the city and determined that the intersections listed in subsection (c) below~~  
149 ~~present an increased and significant danger for use by distracted drivers, pedestrians~~  
150 ~~and right-of-way canvassers and solicitors and pose the greatest threat to traffic and~~  
151 ~~public safety in reference to activities and use by right-of-way canvassers and solicitors,~~  
152 ~~and therefore the city commission has determined that such activities and use by right-~~

153 ~~of-way canvassers and solicitors shall be prohibited at the intersections listed in~~  
154 ~~subsection (c); and~~

155 ~~(14) It is the finding of the city commission that many other alternative channels~~  
156 ~~of communication (other than right-of-way canvassing and solicitation at the prohibited~~  
157 ~~intersections) exist for persons who seek to exercise their First Amendment freedoms,~~  
158 ~~such as, but by no means limited to, solicitation of funds or distribution of literature~~  
159 ~~through the mail or at alternate locations (such as houses of worship, shopping areas~~  
160 ~~and special events); the sale and/or distribution of newspapers through home or office~~  
161 ~~delivery, vending machines and retail stores; other authorized and permitted business,~~  
162 ~~charitable and other activities under the city's Code; and the sale of goods and services~~  
163 ~~at retail stores, through the internet and from vending machines; and~~

164 ~~(15) The city commission desires to preserve and protect the personal safety and~~  
165 ~~quality of life of its residents and of those who use streets within the city, both~~  
166 ~~pedestrians and motorists alike; and~~

167 ~~(16) The city commission has reviewed the proposed regulations provided by this~~  
168 ~~section and finds that such regulations accomplish the purposes intended while utilizing~~  
169 ~~the least restrictive means; and~~

170 ~~(17) The city commission finds that it is in the best interests of the residents of~~  
171 ~~the city to adopt this section.~~

172 ~~(c) *Prohibited intersections.* It shall be unlawful for any person to act as a right-of-way~~  
173 ~~canvasser or solicitor at the intersections of:~~

174 ~~(1) Interstate 95 (I-95) northbound and southbound on and off ramps at Sixth~~  
175 ~~Avenue South;~~

176 ~~(2) Interstate 95 (I-95) northbound and southbound on and off ramps at 10th~~  
177 ~~Avenue North;~~

178 ~~(3) Lake Worth Road and the CSX railway (located west of the Interstate 95 (I-~~  
179 ~~95) overpass at Lake Worth Road);~~

180 ~~(4) Intersection of 10th Avenue North and North Dixie Highway; and,~~

181 ~~(5) Intersection of 6th Avenue South and South Dixie Highway.~~

182 ~~For purposes of enforcement, the above identified intersections shall include~~  
183 ~~any area within one hundred (100) feet from the lateral curb or boundary line of~~  
184 ~~the intersection; and, shall also include the entire length of the Interstate 95 (I-~~  
185 ~~95) on and off ramps at 6th Avenue South and 10th Avenue North.~~

186 ~~(d) *Chapter 316, Florida Statutes.* The enforcement of this section shall not, in any way,~~  
187 ~~preclude the enforcement of F.S. § 316.130(5), as applicable.~~

188 ~~(e) *Precedence.* It is the intent of this section that the prohibition herein for persons~~  
189 ~~acting as right-of-way canvassers or solicitors at the identified intersections takes~~  
190 ~~precedence over and prohibits any authorized or permitted activity under chapter 19,~~  
191 ~~article VI, of this Code, regarding the authorized and permitted use of pedestrian and~~  
192 ~~vehicular rights-of-way and other public property.~~

193 ~~(f) *Enforcement and penalties.*~~

194 ~~(1) It shall be the duty of any law enforcement officer authorized to enforce the~~  
195 ~~laws of the state to enforce the provisions of this section against any person found in~~  
196 ~~violation.~~

197 ~~(2) Any violation of any of the provisions of this section shall be prosecuted as a~~  
198 ~~misdemeanor of the second degree and punished by a fine of not more than five~~  
199 ~~hundred dollars (\$500.00) and/or imprisonment in an authorized facility for not more~~  
200 ~~than sixty (60) days.~~

201 ~~(3) Notwithstanding the foregoing, the enforcement provisions and penalty~~  
202 ~~provisions provided for in this section are not exclusive. The city may pursue any other~~  
203 ~~legal or equitable remedies available under law for the enforcement of this section and~~  
204 ~~related penalties, including without limitation, code enforcement.~~

205 **Section 4: Severability.** If any section, subsection, sentence, clause, phrase or  
206 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of  
207 competent jurisdiction, such portion shall be deemed a separate, distinct, and  
208 independent provision, and such holding shall not affect the validity of the remaining  
209 portions thereof.

210  
211 **Section 5: Repeal of Laws in Conflict.** All ordinances or parts of ordinances in  
212 conflict herewith are hereby repealed to the extent of such conflict.

213  
214 **Section 6: Codification.** The sections of the ordinance may be made a part of  
215 the City Code of Laws and ordinances and may be re-numbered or re-lettered to  
216 accomplish such, and the word "ordinance" may be changed to "section", "division", or  
217 any other appropriate word.

218  
219 **Section 7: Effective Date.** This ordinance shall become effective 10 days after  
220 passage.

221  
222 The passage of this ordinance on first reading was moved by  
223 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon  
224 being put to a vote, the vote was as follows:

225  
226 Mayor Betty Resch  
227 Vice Mayor Christopher McVoy  
228 Commissioner Sarah Malega  
229 Commissioner Kimberly Stokes  
230 Commissioner Reinaldo Diaz

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

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

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

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

LAKE WORTH BEACH CITY COMMISSION

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

ATTEST:

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

**TORCIVIA, DONLON,  
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\*FLORIDA BAR BOARD CERTIFIED  
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

September 2, 2022

***Via E-Mail Only***

Mayor and Commissioners  
City of Lake Worth Beach  
7 N. Dixie Highway  
Lake Worth Beach, FL 33460

RE: Panhandling Ordinance – Agenda Item New Business F

Dear Mayor and Commissioners:

As you are aware, we are recommending that the City Commission consider repealing certain ordinances relating to panhandling primarily.

Over the past year, a number of courts nationwide have struck down panhandling ordinances. The courts have generally established that “solicitation of charitable contributions is protected speech” under the First Amendment of the United States Constitution. The 11th Circuit Court of Appeals (which oversees Florida and other states) has determined that, “like other charitable solicitation, begging is speech entitled to First Amendment Protection.”

On a local level, a federal court has entered a preliminary injunction prohibiting the City of Fort Lauderdale from enforcing their aggressive panhandling ordinance. More recently, the City of West Palm Beach has repealed their panhandling ordinance and paid attorney fees in excess of \$80,000 in a lawsuit challenging their ordinance. Palm Beach County and other local cities have also been sued.

As a result of these, and other lawsuits, the Palm Beach County Sherriff’s Office ceased enforcing panhandling ordinance countywide in January 2022.

Mayor and Commissioners  
City of Lake Worth Beach  
Page 2

On June 29, 2022, the City of Lake Worth Beach was sued. As with numerous other panhandling cases, the Plaintiffs are seeking an injunction to enjoin the enforcement of the City's panhandling ordinances, alleging a violation of the First Amendment.

The City, through our insurance carrier, assigned Ben Bedard, of the Roberts, Reynolds, Beddard & Tuzzio firm, to represent the City. Recognizing the potential risk to the City of an order granting injunctive relief, and potentially awaiting damages and attorney's fees, Mr. Bedard has requested that the federal court stay (suspend) this lawsuit until the City Commission has had an opportunity to consider repealing these ordinances.

On August 19, 2022, the Federal Court entered the attached Order staying this matter until the City Commission has taken a final vote on whether to repeal these ordinances. As you can see, the Court requires the City to file status reports every three (3) weeks as to whether the ordinances are being repealed.

Based on the current state of the law in this area, we are recommending that the City Commission consider repealing these ordinances.

Sincerely,



Glen J. Torcivia  
City Attorney

Enclosures

c: Carmen Davis  
c: Captain Baer  
c: Melissa Coyne

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 22-80951-CIV-DIMITROULEAS

CRAIG KERSH, MICHAEL FIELDS, ROY  
KERSH, AND JAMES R. SOARES,

Plaintiffs,

vs.

CITY OF LAKE WORTH BEACH, FLA.,

Defendant.

**ORDER ON UNOPPOSED MOTION TO STAY AND FOR EXTENSION OF TIME TO  
RESPOND TO PLAINTIFFS' MOTION FOR INJUNCTIVE RELIEF**

**THIS CAUSE** is before the Court upon Defendant City of Lake Worth Beach (“Defendant”)’s Unopposed Motion to Stay and for Extension of Time to Respond to Plaintiffs’ Motion for Injunctive Relief [DE 13], filed on August 18, 2022. The Court has carefully considered the Motion, the record, and is otherwise fully advised in the premises.

Defendant states that it intends to place the panhandling and right of way ordinances at the center of this dispute on the agenda for its upcoming City Commission meeting for a vote to repeal. As a vote to repeal the ordinances would render the injunctive relief Plaintiffs are seeking moot, Defendant requests a stay of this action until a final vote on repeal of the ordinances is held, which Defendant estimates will take six to eight weeks. Moreover, if the City Commission declines to repeal the ordinances, Defendant requests fourteen (14) days from the date of the final vote to respond to Plaintiffs’ Motion for Preliminary Injunction [DE 11].

Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. Defendant’s Unopposed Motion to Stay and for Extension of Time to Respond to

Plaintiffs' Motion for Injunctive Relief (the "Motion") [DE 13] is **GRANTED IN PART**;

2. Defendant shall file a status report on or before **September 2, 2022** and every three (3) weeks thereafter;
3. This action is **STAYED** for a duration of sixty (60) days from the date of this Order, **or** until a final vote by the City Commission on repealing the subject ordinances is held, whichever is sooner; and
4. Defendant shall have seven (7) days from the Court's order lifting the stay to respond to Plaintiffs' Motion for Preliminary Injunction [DE 11] if, at that time, the subject ordinances have not been repealed.

**DONE AND ORDERED** in Chambers at Fort Lauderdale, Broward County, Florida,  
this 19th day of August, 2022.

  
WILLIAM P. DIMITROULEAS  
United States District Judge

Copies furnished to:

Counsel of record  
Magistrate Judge McCabe

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** September 6, 2022

**DEPARTMENT:** City Attorney

**TITLE:**

Ordinance No. 19-2022 – First Reading - Adopting amendments to Chapter 7 “Beaches, Parks and Recreation” to prohibit smoking and vaping in City parks and on the City’s beach

**SUMMARY:**

The proposed Ordinance will amend Chapter 7 “Beaches, Parks and Recreation,” Article I “Parks, Recreational Facilities and Public Property” and Article VI “Municipal Beach Area and Municipal Beach” to prohibit smoking and vaping in city parks and on the beach and to provide for enforcement of the same.

**BACKGROUND AND JUSTIFICATION:**

The State legislature preempted the regulation of smoking to the State under section 386.209, Florida Statutes, which prohibited municipalities from regulating smoking. However, effective July 1, 2022, section 386.209 was amended to allow municipalities to restrict smoking and vaping within the boundaries of public beaches and public parks owned by such municipalities, except that they may not restrict the smoking of unfiltered cigars. Based upon the documented health problems caused by secondhand smoke and aerosol (vaping), the City wishes to adopt an ordinance that will prohibit smoking and vaping within its City parks and on its beach. The ordinance also provides for enforcement of these regulations by the Palm Beach County Sheriff’s Office through the City’s civil citation process set forth in Chapter 2, Article X of the Code.

**MOTION:**

Move to approve / disapprove Ordinance No. 19-2022 on first reading and set the second reading and public hearing for September 20, 2022.

**ATTACHMENTS:**

Ordinance No. 19-2022

1  
2  
3  
4       **ORDINANCE 2022-19 - AN ORDINANCE OF THE CITY OF LAKE**  
5       **WORTH BEACH, FLORIDA, AMENDING CHAPTER 7 “BEACHES,**  
6       **PARKS AND RECREATION,” ARTICLE I “PARKS, RECREATIONAL**  
7       **FACILITIES AND PUBLIC PROPERTY,” SECTION 7-9 “REGULATION**  
8       **OF CONDUCT IN PARKS AND RECREATION AREAS AND ON PUBLIC**  
9       **PROPERTY” BY CREATING A NEW SUBSECTION (K) TO BE**  
10       **ENTITLED “SMOKING AND VAPING” TO PROHIBIT SMOKING AND**  
11       **VAPING IN CITY PARKS AND PROVIDING FOR ENFORCEMENT; AND**  
12       **ARTICLE VI “MUNICIPAL BEACH AREA AND MUNICIPAL BEACH,”**  
13       **SECTION 7-80 “ADDITIONAL REGULATIONS APPLYING TO THE**  
14       **MUNICIPAL BEACH AREA,” BY CREATING A NEW SUBSECTION (Z)**  
15       **TO BE ENTITLED “SMOKING AND VAPING” TO BAN SMOKING AND**  
16       **VAPING ON CITY BEACH AND TO PROVIDE FOR ENFORCEMENT;**  
17       **AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION**  
18       **AND AN EFFECTIVE DATE**  
19  
20

21       **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”) is a duly constituted  
22 municipality having such home rule power and authority conferred upon it by the Florida  
23 Constitution and Chapter 166, Florida Statutes; and  
24

25       **WHEREAS**, under section 386.209, Florida Statutes, the State legislature  
26 preempted the regulation of smoking to the State which prohibited municipalities and  
27 counties from regulating smoking within local parks and beaches; and  
28

29       **WHEREAS**, effective July 1, 2022, the Florida legislature amended section  
30 386.209, Florida Statutes, to allow municipalities to restrict smoking within the boundaries  
31 of public beaches and public parks that are owned by such municipalities, except that  
32 they may not restrict the smoking of unfiltered cigars; and  
33

34       **WHEREAS**, as noted in the reports cited in the staff analysis for HB 105 (2022)  
35 which amended section 386.209, Florida Statutes (and which are incorporated herein by  
36 reference), secondhand smoke can cause numerous health problems and has been  
37 causally linked to cancer and other fatal diseases; and  
38

39       **WHEREAS**, various articles have reported that electronic smoking devices emit  
40 secondhand aerosol which contain nicotine, ultrafine particles and low levels of toxins  
41 that are known to cause cancer; and  
42

43       **WHEREAS**, further, the Ocean Conservancy, Inc. has also reported that cigarette  
44 butts are the number one littered item on beaches and that cigarette butts are also a  
45 major part of plastic pollution because they are made of tightly packed plastic fibers that  
46 erode into smaller bits, which accumulate in fish and other organisms and not only

47 impacts animal health and reproductivity, but also human health when people consume  
48 sick fish; and

49  
50 **WHEREAS**, the City Commission finds that the harmful impact of cigarette butts,  
51 secondhand smoke and secondhand aerosol at the City’s beaches and parks are  
52 detrimental to beach and park users and should be banned to the greatest extend allowed  
53 by law; and

54  
55 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted  
56 municipality having such power and authority conferred upon it by the Florida Constitution  
57 and Chapter 166, Florida Statutes; and

58  
59 **WHEREAS**, the City Commission finds and declares that the adoption of this  
60 ordinance is appropriate, and in the best interest of the health, safety and welfare of the  
61 City, its residents and visitors.

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

65  
66 **Section 1:** The foregoing “WHEREAS” clauses are incorporated into this  
67 Ordinance as true and correct findings of the City Commission, without limitation, the  
68 reports cited in the staff analysis for Florida HB 105 (2022) which amended section  
69 386.209, Florida Statutes.

70  
71 **Section 2:** Chapter 7 “Beaches, Parks and Recreation,” Article I “Parks,  
72 Recreational Facilities and Public Property,” Section 7-9 “Regulation of conduct in parks  
73 and recreation areas and on public property” is hereby amended by adding thereto a new  
74 subsection (k) to read as follows:

75  
76 **Sec. 7-9. – Regulation of conduct in parks and recreation areas and on public**  
77 **property.**

78 In addition to the regulations contained in sections 7-1 through 7-7 of this article, the  
79 following regulations shall apply to all parks and recreation facilities and public property,  
80 unless otherwise noted. Conduct relating specifically to the municipal beach area shall  
81 be proscribed by chapter 7, article VI of this Code.

82  
83 \* \* \*

84 **(k) Smoking and vaping.**

85  
86 **(1) Definitions.** For the purposes of this section, the following terms shall have  
87 the meanings given. Words not otherwise defined shall have the meaning  
88 set forth in Part II, Chapter 386, Florida Statutes (the Florida Clean Air Act),  
89 or shall be construed to mean the common and ordinary meaning.

90 “Smoking” means inhaling, exhaling, burning, carrying, or possessing any  
91 lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any  
92 other lighted tobacco product. However, “unfiltered cigars” shall be exempt  
93 from this definition of smoking.

“Vape” or “vaping” means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

(2) Prohibition. A person is prohibited from smoking and/or vaping in a park located within the city.

(3) Enforcement. The city’s law enforcement agency is hereby authorized to enforce this subsection through the issuance of a city civil citation as set forth in Chapter 2, Article X of this Code.

**Section 3:** Chapter 7 “Beaches, Parks and Recreation,” Article VI “Municipal Beach Area and Municipal Beach,” Section 7-80 “Additional regulations applying to the municipal beach area” is hereby amended by adding thereto a new subsection (z) to read as follows:

**Sec. 7-80. – Additional regulations applying to the municipal beach area.**

*Purpose.* Citizens and visitors should be afforded a safe, clean environment in which recreational opportunities can be maximized. Due to the wide variety of patron needs and use of city property, it is necessary to establish the following regulations. These regulations are in addition to regulations that are contained in other sections of the Code of Ordinances or otherwise posted in particular parks, recreational facilities or municipal beaches.

\* \* \*

(z) Smoking and vaping.

(1) Definitions. For the purposes of this section, the following terms shall have the meanings given. Words not otherwise defined shall have the meaning set forth in Part II, Chapter 386, Florida Statutes (the Florida Clean Air Act), or shall be construed to mean the common and ordinary meaning.

“Smoking” means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product. However, “unfiltered cigars” shall be exempt from this definition of smoking.

“Vape” or “vaping” means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

(2) Prohibition. A person is prohibited from smoking and/or vaping on the municipal beach located within the city. This prohibition shall only apply to the beach and not the entire municipal beach area as defined in this Code.

138 (3) Enforcement. The city's law enforcement agency is hereby authorized to enforce  
139 this subsection through the issuance of a city civil citation as set forth in Chapter  
140 2, Article X of this Code.

141  
142 **Section 4:** Severability. If any section, subsection, sentence, clause, phrase or  
143 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of  
144 competent jurisdiction, such portion shall be deemed a separate, distinct, and  
145 independent provision, and such holding shall not affect the validity of the remaining  
146 portions thereof.

147  
148 **Section 5:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in  
149 conflict herewith are hereby repealed to the extent of such conflict.

150  
151 **Section 6:** Codification. The sections of the ordinance may be made a part of  
152 the City Code of Laws and ordinances and may be re-numbered or re-lettered to  
153 accomplish such, and the word "ordinance" may be changed to "section", "division", or  
154 any other appropriate word.

155  
156 **Section 7:** Effective Date. This ordinance shall become effective 10 days after  
157 passage.

158  
159 The passage of this ordinance on first reading was moved by  
160 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon  
161 being put to a vote, the vote was as follows:

- 162  
163 Mayor Betty Resch  
164 Vice Mayor Christopher McVoy  
165 Commissioner Sarah Malega  
166 Commissioner Kimberly Stokes  
167 Commissioner Reinaldo Diaz

168  
169 The Mayor thereupon declared this ordinance duly passed on first reading on the  
170 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

171  
172  
173 The passage of this ordinance on second reading was moved by  
174 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote,  
175 the vote was as follows:

- 176  
177 Mayor Betty Resch  
178 Vice Mayor Christopher McVoy  
179 Commissioner Sarah Malega  
180 Commissioner Kimberly Stokes  
181 Commissioner Reinaldo Diaz  
182

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

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LAKE WORTH BEACH CITY COMMISSION

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By: \_\_\_\_\_

191

Betty Resch, Mayor

192

193 ATTEST:

194

195

196

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

198