

PZB# 20-009A0001



# Universal Development Application

This application is required for ALL applications submitted to the Planning, Zoning and Historic Preservation Division. If you have questions regarding this application, please make an appointment with planning staff.

### 1. Application Type (select all that apply)

- a. Site Plan:  Minor  Major  Planned Development  Sustainable Bonus
- b. Use:  Administrative  Conditional
- c. Proximity Waiver:  Alcoholic Beverage  Community Residence  Gaming Establishment  
 Adult Use
- d. Approvals:  Variance  Mural  Cert. of Appropriateness  Adjustment
- e. Amendments:  Rezoning / Map  Text
- f. Other:  Subdivision/Plat  Annexation  Zoning Letter  
 ABT Signoff  \_\_\_\_\_

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### 2. Project Information

- a. Project Name: The Bohemian PZHP
- b. Project Location / Address: 1017 Lake Ave, LWB, FL; 101 S East Coast St, LWB, FL; pt of 201 S East Coast St, LWB, FL
- c. Legal Description: Lake Worth Town of NLY 320.42 FT of BLK 500; Town of Lake Worth in 320 FT of S 1840 FT of BLK 500 in Sec 28; Approx 8000 sq ft of Palm Beach Farms CO PL NO 2 Repeat of PT of BLK 500 all of PLAT
- d. Property Control Number (PCN): 38-43-44-21-15-500-0030; 38-43-44-21-15-500-0010; 38-43-44-28-44-001-0000
- e. Zoning: Existing: TOD-E, AI Proposed: MPD
- f. Future Land Use: Existing: TOD Proposed: TOD
- g. Proposed Use:  Residential; Units 200  Commercial; 2,300 S.F.  Industrial; \_\_\_\_\_ S.F.
- h. Total Estimated Project Cost: \$47,092,343
- i. Description of Work: New Construction

### 3. Contact Information

- a. Project Manager / Contact Person: Jeffrey Burns  
Company: Affiliated Development  
Address: 414 N. Andrews Avenue City: Fort Lauderdale St: FL Zip: 33301  
Phone Number: 954-451-5252 E-Mail Address: JBurns@AffiliatedDevelopment.com
- b. Applicant Name (if different from Project Manager): 1017 Lake Ave, LLC  
Company: \_\_\_\_\_  
Address: 414 N. Andrews Avenue City: Fort Lauderdale St: FL Zip: 33301  
Phone Number: 954-451-5252 E-Mail Address: JBurns@AffiliatedDevelopment.com
- c. Owner Name: Jell, LLC  
Company: \_\_\_\_\_  
Address: 3223 Lake Worth Rd City: Lake Worth St: FL Zip: 33461  
Phone Number: 561-969-3393 E-Mail Address: padronmarta@gmail.com

4. Owner's Consent

Jell, LLC

\_\_\_\_\_ ("Owner") certifies that it is the owner of the property located at 1017 Lake Ave, Lake Worth, FL; 101 S East Coast St, Lake Worth, FL; ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board. Owner hereby authorizes, Jeffrey R. Burns as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

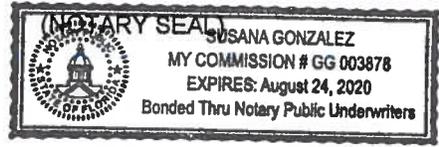
Owner's Signature: \* [Signature] Date: 3/3/20

Name/Title of Signatory: Marta Padron, Owner

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 3 day of March, 2020, by Marta Padron who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.



\* [Signature]  
(Signature of Notary Public)  
Susana Gonzalez  
(Name of Notary)

5. Affidavit of Completeness and Accuracy

Instructions: To be completed by the individual submitting the application (owner or authorized agent)

Project Name: The Bohemian Submittal Date: 03/06/2020

STATEMENT OF COMPLETENESS AND ACCURACY:

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Jeffrey R. Burns  
\_\_\_\_\_  
(Name - type, stamp, or print clearly)  
1017 Lake Ave, LLC

\_\_\_\_\_  
(Name of Firm)  
STATE OF Florida  
COUNTY OF Broward

\* [Signature]  
(Signature)  
414 N. Andrews Ave Ft Lauderdale FL  
(Address, City, State, Zip) 33301

The foregoing instrument was acknowledged before me this 4th day of March, 2020, by Jeffrey Burns who is personally known to me or who produced a N/A as identification. He/she did not take an oath.

(NOTARY SEAL)



\* [Signature]  
(Signature of Notary Public)  
Michelle A Rice  
(Name of Notary)

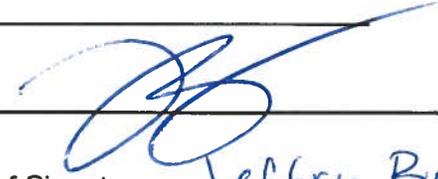
# Sign Posting Agreement



This form is required for all Historic Applications and Public Hearing Items.

- 1. Applicant: 1017 Lake Ave, LLC / The Bohemian
- 2. Property Owner: Jell, LLC
- 3. Contact Phone Number: Jeffrey Burns, 954-451-5252
- 4. Property Location: 1017 Lake Avenue, 101 S East Coast Street, 201 S East Coast Street, Lake Worth Beach, FL  
Jeffrey Burns
- 5. I, \_\_\_\_\_, hereby affirm that I will post the notification sign(s) provided to me

for a minimum of ten calendar days before the scheduled date of the hearing of Planning and Zoning Case No. \_\_\_\_\_

Signature:  Date: 3-5-2020

Name/Title of Signatory: Jeffrey Burns, President, Mgr

STATE OF Florida )  
 COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March 2020, by Jeffrey Burns who is personally known to me or who produced a N/A as identification. He/she did not take an oath.

(NOTARY SEAL)



  
 Signature of Notary Public

Michelle A Rice  
 Name of Notary

CFN 20100073201  
DR BK 28137 PG 1971  
RECORDED 03/02/2016 15:08:25  
Palm Beach County, Florida  
AMT 4,850,000.00  
DEED DOC 33,950.00  
Sharon R. Bock  
CLERK & COMPTROLLER  
Pgs 1971-1976; (6Pgs)

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Prepared by:  
Record and Return to:  
Michael B. Shapiro, Esq.  
Preferred Title, Inc.  
7777 Grades Road, Suite 400  
Boca Raton, Florida 33434  
File # PT-3271

Parcel Identification Number: 38-43-44-21-15-500-0020

Parcel Identification Number: 38-43-44-21-15-500-0010 ✕

Parcel Identification Number: 38-43-44-28-44-001-0000 ✕

Parcel Identification Number: 38-43-44-21-15-500-0030 ✕

**SPECIAL WARRANTY DEED**

This Special Warranty Deed made this <sup>23<sup>rd</sup></sup> day of February, 2016, between FLYING COLORS GROUP, L.P., a California limited partnership, as to an undivided 19.19% interest and VILLA GARDENS INVESTMENTS LLC, a California limited liability company, as to an undivided 80.81% interest, being all of their interest, whose post office address is 400 W. 5<sup>th</sup> Street, San Pedro, CA 90731, Grantor, and JELL LLC, a Florida limited liability company, whose post office address is 3223 Lake Worth Road, Lake Worth, FL 33461, 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 valuable consideration, the receipt and sufficiency of which does Grant, Sell, and Convey to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee all that real property situated in the County of Palm Beach, State of Florida, and more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes together with any appurtenances pertaining to such real property (the "Property").

TO HAVE AND TO HOLD the Property in fee simple forever, together with all and singular the rights and appurtenances belonging in any way to the Property, unto the said Grantee, its successors and assigns forever, and Grantor binds itself and its successors and assigns to warrant and forever defend all and singular the Property, to Grantee, its successors and assigns against every person lawfully claiming or to claim all or any part of the Property, by through, or under Grantor, but not otherwise.

Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any, provided that this shall not serve to reimpose the same; and all applicable building and zoning regulations and ordinances imposed by applicable governmental authorities.

[SIGNATURE PAGES TO FOLLOW]

This is not a certified copy

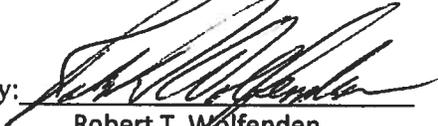
In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

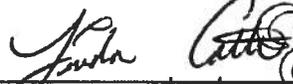
Witness:

FLYING COLORS GROUP, L.P.  
a California limited partnership

By: Wampanoag, Inc.  
a California corporation  
its General Partner

By:   
Robert T. Wolfenden  
President

Print Name:   
Michael Shapiro

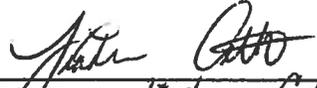
Print Name:   
Linda Costo

VILLA GARDENS INVESTMENTS LLC  
a California limited liability company

By: VGA, Inc.  
a California corporation  
its Manager

By:   
Robert T. Wolfenden  
President

Print Name:   
Michael Shapiro

Print Name:   
Linda Costo

certified copy

STATE OF FLORIDA            )  
  )  
  )        SS  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February, 2016 by ROBERT T. WOLFENDEN, President of Wampanoag, Inc., a California corporation, as General Partner of Flying Colors Group, L.P., a California limited partnership and as President of VGA, INC., a California corporation, Manager of Villa Gardens Investments LLC, a California limited liability company, on behalf of the corporation and company, who [  ] is personally known to me or who [  ] has produced \_\_\_\_\_ as identification.

*Not a certified copy*



*Linda Cotto*  
Notary Public  
Notary Print Name: Linda Cotto  
Commission Number: EE 176949  
My Commission Expires: July 1, 2016

EXHIBIT "A"

PARCEL A:

That part of Block 500, The Palm Beach Farms Co Plat No. 2, Lucerne Townsite (now known as the City of Lake Worth) according to the plat thereof, recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida, described as follows.

Parcel A-1:

Beginning at the point of intersection of the right-of-way of East Coast Street and the Westerly extension of the South right-of-way of 4th Avenue South, (shown on the recorded plat as 8th Ave.); thence South  $01^{\circ}42'39''$  West along said Westerly right-of-way of East Coast Street, a distance of 400.0 feet to the intersection of the right-of-way of East Coast Street and the Westerly extension of the North right-of-way of 5th Avenue South, (shown on the recorded plat as 7th Avenue); thence North  $88^{\circ}16'54''$  West along said Westerly extension of the North right-of-way of 5th Avenue South, a distance of 108.73 feet to the East line of a 100 foot operating right-of-way of the Florida East Coast Railway, L.L.C.; thence North  $01^{\circ}10'00''$  East along the said East line of right-of-way of the Florida East Coast Railway, L.L.C., a distance of 400.0 feet to the Westerly extension of the South right-of-way of said 4th Avenue South; thence South  $88^{\circ}16'54''$  East along said Westerly extension of 4th Avenue South, a distance of 112.54 feet to the Point Of Beginning.

Parcel A-2:

The North one half of vacated 5th Avenue South (as vacated and abandoned by Resolution No. 19-73, recorded in O. R. Book 2144, page 1099) adjacent and South of Parcel 1 described above

Parcel A-3:

That part of Block 500, The Palm Beach Farms Co Plat No. 2, Lucerne Townsite (now known as the City of Lake Worth) according to the plat thereof, recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida bounded as follows: On the North by the South line of the Replat of a Portion of Block 500, recorded in Plat Book 32, Page 14, Public Records of Palm Beach County, Florida, said South line also being the westerly extension of the North right of way line of 4th Ave. South; On the South by a line 40 feet South of and parallel with said South line of the Replat of a Portion of Block 500, also being the westerly extension of the South right of way line of 4th Ave. South.

PARCEL B

A portion of Block 500 of the Palm Beach Farms Co. Plat No 2, Lucerne Townsite (now known as the City of Lake Worth) according to the plat thereof, as recorded in Plat Book 2, Page 29 through 40, of the Public Records of Palm Beach County, Florida, bounded as follows:

On the South by the Northerly boundary of the Replat of a Portion of Block 500, Palm Beach Farms Co. Plat No. 2, Lucerne Townsite according to the plat thereof, as recorded in Plat Book 32, Page 14, of the Public Records of Palm Beach County, Florida; on the West by the West boundary of said Block 500; on the East by the East boundary of said Block 500; and on the North by a line 320 feet North of and parallel with the North boundary of said Replat of a Portion of Block 500.

PARCEL C

Replat of a Portion of Block 500, Palm Beach Farms Co. Plat No. 2 Lucerne Townsite, according to the plat thereof, as recorded in Plat Book 32, Page 14, Public Records of Palm Beach County, Florida.

PARCEL D

That part of Block 500, Palm Beach Farms Company, Plat No. 2, Lucerne Townsite (now known as the City of Lake Worth) Plat Book 2, Pages 29-40, Public Records of Palm Beach County, Florida being more particularly described as follows:

Commence at the Northeast corner of the Replat of a Portion of Block 500, as recorded in Plat Book 32, Page 14, Public Records of Palm Beach County, Florida, said point being on the West right-of-way line of East Coast Street; thence North along said right-of-way, a distance of 320 feet to the Northeast corner of that parcel described in Official Record Book 3662, Page 1611, Public Records of Palm Beach County, Florida and the Point of Beginning of the hereinafter described parcel; thence continue North, along said right-of-way, a distance of 320.41 feet to a point on the South right-of-way line of Lake Avenue and the North line of said Block 500; thence West, along said South right-of-way and North block line, a distance of 129.17 feet, to a point on the East right-of-way line of a 100 feet operating right-of-way of the Florida East Coast Railway right-of-way; thence South, along said East right-of-way line, a distance of 320.42 feet, to the Northwest corner of said parcel described in Official Record Book 3662, Page 1611; thence East, parallel with the North line of said Replat and along the North line of said parcel described in Official Record Book 3662, Page 1611, a distance of 126.13 feet to the Point of Beginning.

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Exhibit "A-1"

Physical Addresses and Folio Numbers

1. Parcel A:
  - i. Physical Address: 1017 Lake Avenue, Lake Worth, FL
  - ii. Folio #: 38-43-44-21-15-500-0030
2. Parcel B:
  - i. Physical Address: 101 South East Coast Street, Lake Worth, FL
  - ii. Folio #: 38-43-44-21-15-500-0010
3. A portion of Parcel C comprised of approximately 8,000 sq. ft:
  - i. Physical Address: 201 South East Coast Street, Lake Worth, FL
  - ii. Folio #: 38-43-44-28-44-001-0000

Search by Owner, Address or Parcel



**View Property Record**

**Owners**

PT, LLC

**Property Detail**

Location 1017 LAKE AVE  
 Municipality LAKE WORTH BEACH  
 Parcel No. 38434421155000030  
 Subdivision LAKE WORTH TOWN OF  
 Book 28137 Page 1971  
 Sale Date FEB-2016

Mailing Address 3223 LAKE WORTH RD  
 LAKE WORTH FL 33461 3635

Use Type 4800 - WAREH/DIST TERM  
 Total Square Feet 0

**Sales Information**

Sales Date	Price
8-2016	1
3-2016	4850000
APR-2014	2885000
JUN-2008	60000000
JUN-2008	10

**Appraisals**



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Search by Owner, Address or Parcel



View Property Record

**Owners**

JFL LLC

**Property Detail**

Location 101 S EAST COAST ST  
 Municipality LAKE WORTH BEACH  
 Parcel No. 38434421155000010  
 Subdivision LAKE WORTH TOWN OF  
 Book 28137 Page 1971  
 Sale Date FEB-2016

Mailing Address 3223 LAKE WORTH RD  
 LAKE WORTH FL 33461 3635

Use Type 4800 - WAREH/DIST TERM  
 Total Square Feet 0

**Sales Information**

Sales Date	1	Price
FEB-2016		4850000
APR-2014		2885000
JUN-2008		6000000
JUN-2008	10	

**Appraisals**



Search by Owner, Address or Parcel



[View Property Record](#)

**Owners**

IFLL LLC

**Property Detail**

Location 201 S EAST COAST ST  
 Municipality LAKE WORTH BEACH  
 Parcel No. 38434428440010000  
 Subdivision PALM BCH FARMS CO PL NO 2 REPLAT  
 OF PT OF BLK 500  
 Book 28137 Page 1971  
 Sale Date FEB-2016

Mailing Address 3223 LAKE WORTH RD  
 LAKE WORTH FL 33461 3635

Use Type 4800 - WAREH/DIST TERM  
 Total Square Feet 66724

**Sales Information**

Sales Date	1	Price
FEB-2016		4850000
APR-2014		2885000
JUN-2008		6000000
JUN-2008	10	

1 2



**I. Introduction; Project Background; Justification**

PZHP

The Bohemian is a transit-oriented, mixed-use, multifamily rental development located in the heart of downtown Lake Worth Beach. The development occupies a rectangular parcel beginning at the corner of Lake Avenue and East Coast Street and heading south. This site provides a major redevelopment opportunity that will add to the vibrant community of Lake Worth Beach. Activity will be encouraged through implementation of the Sustainable Incentive Density Program regulations.

The Bohemian will be downtown Lake Worth Beach's first urban infill residential development. The development will consist of two-hundred (200) apartment rentals in one multi-story structure with amenity space, street-level retail, a common-area pedestrian plaza, and a three hundred and sixty (360) space parking structure containing one hundred and twenty (120) public parking spaces. Amenities include a lobby of approximately 5,800 SF, a resort-style pool of approximately 720 SF, a state-of-the-art fitness center of approximately 2,000 SF, commercial space of approximately 2,300 SF, and an outdoor pavilion of approximately 1,300 SF. The design will serve as a catalyst to spur additional development in this corridor.

Residents of The Bohemian will include highly educated professionals and families who prefer to live in a walkable, urban environment. The development will offer no-cost bike rental and will provide a ride-sharing drop-off area to promote alternative modes of transportation. It will include high-end luxury finishes and a rooftop observation deck.

The planned two hundred (200) residential units will be a mix of one- and two- bedroom apartments so there are opportunities for young couples and those starting a family. Specifically, The Bohemian will contain one hundred and fifty-two (152) one-bedroom units that are approximately 611 SF and forty-eight (48) two-bedroom units that are approximately 991 SF. The overall project density is 83.94 dwelling units per gross acre.

**II. Project Location; Zoning and Land Use Designation**

The project is referred to as The Bohemian. It is located along East Coast Street extending south from Lake Avenue within the municipal boundaries of the City of Lake Worth Beach, Florida. The current zoning for most of the property is Transit Oriented Development- East (TOD-E). A small portion of the property is zoned Artisanal Industrial- AI. The Future Land Use Designation for the property is Transit Oriented Development- TOD. The Bonus Incentive Program pursuant to Section 23.2.33, City of Lake Worth and Development Regulations does apply to The Bohemian.

**III. Existing Use; Site Characteristics**

The site consists of 2.0359 acres east of the railroad tracks plus 0.3468 acres west of the railroad tracks, which is a total 2.3827 total acres. The land east of the railroad tracks is currently vacant. The land west of the railroad tracks has an existing transformer site.

#### IV. Surrounding Property Information

To the immediate south of the property is a tile warehouse, with a street address of 201 S East Coast Street. The architectural style is a warehouse building. The building is 29,916 SF.

To the immediate west of the property are the railroad tracks. Beyond the railroad tracks, there is a funeral home with a street address of 1107 Lake Avenue. The funeral home property has a building size of 1,520 SF. The lot size is 5,286 SF/0.2529 acres. South of the funeral home, there is a vacant lot (1108 1<sup>st</sup> Avenue S) that is 0.3648 acres. Below 1<sup>st</sup> Ave S. there is a vacant lot with an empty industrial building. The lot is 0.0751 acres.

To the immediate east of the property are a variety of lots. Starting from Lake Avenue and heading south along East Coast Street, there is first an office building (1005 Lake Avenue). The architectural style of the office building is an eclectic office building with a mix of industrial and contemporary and with the use of shutters and brick. The lot size is 0.4091 acres. The building is 30,461 SF. Below that is a vacant industrial warehouse (14 S East Coast St) with and a size of 0.4091 acres. The style is a rundown warehouse. Next there are two industrial structures, one of which is a roofing contractor and one of which is a pre-owned merchandise store. The lots have a size of 0.2324 acres each and an architectural style of industrial buildings. The addresses are 23 S H St. and 29 S H St. Below these is another industrial use at 110 S East Coast St., with a size of 0.2324 acres and then American Roofing Co., an auto parts lot, and an auto and tire salvage.

To the north is Lake Avenue. Across Lake Avenue at 1030 Lake Avenue is a one-story office of 1818 SF, 0.0466 acres. To the East of that office, at 1014 Lake Avenue, is a commercial building of 4,725 SF with a lot size of 0.0804 acres.

#### V. Compliance with Site Design Qualitative Standards in Section 23.2-31

1. **Harmonious and efficient organization:** The site plan has been designed in a manner that will create a harmonious and efficient organization in relation to the topography, plot, character of adjoining property, and type and size of buildings. As discussed above, The Bohemian will be a catalyst to similar development of surrounding property in order to create a community.
2. **Preservation of natural conditions:** The existing site has been previously cleared and developed. There is minimal existing vegetation on site and there are no significant trees that should be preserved or relocated. The proposed landscaping will be a significant environmental and aesthetic improvement to the site.
3. **Screening and buffering:** Fences, walls, and vegetation screening are being provided to protect residents and users from undesirable view, lighting, noise, odors or other adverse off-site effects, and will protect residents and users of off-site development from on-site adverse effects.
4. **Enhancement of residential privacy:** The development will include acoustically sound windows that are fully-rated and impact resistant, thus providing security and privacy.

5. **Emergency access:** The project has been designed to utilize existing infrastructure with structured parking for residential and commercial parking needs. Emergency access will utilize the existing roadways to gain necessary access to the development in those cases.
6. **Access to public ways:** The design of the development will ensure safe and convenient access to public streets.
7. **Pedestrian circulation:** Proper and sufficient pedestrian circulation has been provided to insulate individuals, as reasonably as possible, from the vehicular circulation system in the parking garage.
8. **Design of ingress and egress drives:** The provision of ingress and egress at the parking garage will serve to promote easy access to the development from East Coast Street, the primary frontage.
9. **Coordination of on-site circulation with off-site circulation:** Vehicular and pedestrian circulation will be coordinated with the existing pattern.
10. **Design of on-site public right-of-way:** Not applicable.
11. **Off-street parking, loading and vehicular circulation areas:** Parking, loading, and vehicular circulation will be set up in a way that minimizes impact on adjacent property. There will be 12 parallel parking spots on East Coast Street.
12. **Refuse and service areas:** The design and placement of the refuse and service areas will minimize the impact on adjacent property. Trash rooms will be placed strategically for access from East Coast Street so that garbage trucks can pull over on the public right of way instead of entering the parking garage.
13. **Protection of property values:** The development will spur nearby development, thus improving property values.
14. **Transitional development:** Not applicable.
15. **Consideration of future development:** The development is in alignment with numerous key principles of the City of Lake Worth Beach as detailed in the Major Thoroughfares Design Guidelines. Specifically, the development will support the following principles: prioritize sustainable design; prioritize compact design; enhance the public realm; and create a healthy and safe community. The Bohemian offers benefits to the community, promotes walkability, increases taxable revenue, and adds an appealing aesthetic design.

In addition, the development is in alignment with numerous goals detailed in the Future Land Use Element of the Comprehensive Plan. Among other goals, the development will enhance the character of Lake Worth Beach and quality of life of its residents (Goal 1.1); strive to foster the City of Lake Worth Beach as a livable community where live, work, play and learn become part of the daily life of residents and visitors (Goal 1.2); and preserve and enhance the City's character as a quality residential community (Goal 1.3).

**VI. Compliance with Community Appearance Criteria, Section 23.2-31(I)**

1. The development incorporates tasteful design elements that will contribute to the positive image of the City. The development will be Green Building Certified. NGBS: Bronze.
2. The exterior design and appearance of the development will be of a superior quality to the existing neighboring structures. It will cause an appreciation, not depreciation, in terms of appearance and value.
3. The development is in harmony with proposed developments in the general area. By adding commercial frontage along Lake Ave, the development will drive foot traffic and encourage additional commercial development along the corridor. The project will pave the way for future commercial development and future residential development. It will provide a new client base for existing and future businesses.
4. The development is in compliance with this section and 23.2-29.

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**I. General Description of the Proposed Development**

The Bohemian is a transit-oriented, mixed-use, multifamily rental development located in the heart of downtown Lake Worth Beach. The development occupies a rectangular parcel beginning at the corner of Lake Avenue and East Coast Street and heading south. This site provides a major redevelopment opportunity that will add to the vibrant community of Lake Worth Beach.

The Bohemian will be downtown Lake Worth Beach's first urban infill residential development. The development will consist of two-hundred (200) apartment rentals in one multi-story structure with amenity space, street-level retail, a common-area pedestrian plaza, and a three hundred and sixty (360) space parking structure containing one hundred and twenty (120) public parking spaces. Amenities include a lobby of approximately 5,800 SF, a resort-style pool of approximately 720 SF, a state-of-the-art fitness center of approximately 2,000 SF, commercial space of approximately 2,300 SF, and an outdoor pavilion of approximately 1,300 SF. The design will serve as a catalyst to spur additional development in this corridor.

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The proposed development consists of 2.3827 acres. The overall project density is 83.94 dwelling units per gross acre.

Below are the site design standards in the proposed development:

Lot Area: 88,684 SF

Lot Width: 128'-9"

Building Height: 75'-4" / 7 stories

Setbacks: 5' Front, 3' Side Street, 0' Interior Side, 17' Rear

Residential Density: 83.94 du/ac

Multifamily Dwelling Living Areas: 512 SF Efficiency; 594 SF 1 BR; 959 SF 2 BR

Parking: 383 spaces

MAR 3 2020

PZHP

## II. Compliance with Comprehensive Plan

The Bohemian complies with the Comprehensive Plan. Specifically, the development is in alignment with numerous goals detailed in the Future Land Use Element of the Comprehensive Plan. Among other goals, the development will enhance the character of Lake Worth Beach and quality of life of its residents (Goal 1.1); strive to foster the City of Lake Worth Beach as a livable community where live, work, play and learn become part of the daily life of residents and visitors (Goal 1.2); and preserve and enhance the City's character as a quality residential community (Goal 1.3).

## III. Proposed Schedule of Development

The anticipated project start date is May 1, 2021 and the anticipated project completion date is May 1, 2022.

## IV. Compliance with the General Provisions and Requirements in Section 23.3-25(b)

The Bohemian complies with the general provisions and requirements in Section 23.3-25(b):

1. Compliance with Sections 23.2-27, 23.2-28, and 23.2-29.
2. Compliance with the provisions of Section 23.3-25(b) in the case of conflict with other sections.
3. Dedication of public facilities.
4. Development to be in conformity with the master development plan.
5. Utilities.
6. Visibility Triangle.
7. Open space.
8. Planned development District.
9. Unified Control.
10. Master development plan.
11. Documentation.
12. Professional services.
13. Application fees.

## V. Compliance with the Mixed Use Planned Development Special Requirements

The Bohemian complies with the Mixed Use Planned Development Special Requirements, as applicable. Specifically, the development is located in a Mixed Use District (TOD-E) and will comply with the applicable requirements related to location, size, permitted uses, setbacks, parking, landscaping, illumination, and outdoor storage once the development has obtained the approvals applied for as part of the simultaneous applications for a major site plan, planned development, conditional use, and the sustainable bonus incentive program.

MAR 3 2020



# Sustainable Bonus Incentive Program

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All development proposals seeking increased height above two stories, or additional FAR, as each may be allowed in a zoning district, shall submit this Sustainable Bonus Incentive Program Application. The application shall accompany the standard City of Lake Worth Universal Development Application for the development proposal.

Two hard copies and one electronic copy of the following materials are required in order for a Sustainable Bonus Incentive Program Application to be deemed complete and sufficient to present to the decision making board.

The Sustainable Bonus Incentive calculations are based on the gross square footage of the bonus height or intensity requested. The additional gross square footage amount is multiplied by \$5 per square foot ("Value Multiplier") in order to determine the value of the additional improvements to be provided for the project.

**1. Please indicate whether the development proposal includes bonus height or bonus intensity:**

a.  Bonus Height

i. No. of Additional Stories: 3 ("Bonus Height")

ii. Additional Gross Floor Area: 22,876 ("Bonus Area")

b.  Bonus Intensity

i. Additional Floor Area Ratio: \_\_\_\_\_ ("Bonus Intensity")

ii. Additional Gross Floor Area: \_\_\_\_\_ ("Bonus Area")

**2. Multiply the Bonus Area by the Value Multiplier to determine the value of required improvements.**

a. 22,876 square feet × \$5 = \$ 114380  
Bonus Area Value of Required Improvements

**3. Indicate the type and value of the community benefit proposed to qualify for the Bonus Area:**

a.  On-Site Features and Improvements; Value: \$ see attached

b.  Off-Site Features and Improvements; Value: \$ \_\_\_\_\_

c.  Fee In Lieu; Amount: \$ \_\_\_\_\_

**4. Attach to this application a separate sheet with a detailed description of the proposed improvement and valuation of the same.**

Detailed Description of the proposed improvement and valuation.

Note: This calculation addresses the sustainable bonus incentive program for the additional height. The other values were dealt with as part of the LOI as approved by the City Commission on February 18, 2020.

In addition to the items described on this table, the building is also Green Building Certified and provides workforce housing. The values added by the green building certification and by the percentage of the building made up of workforce housing are additional values that do not appear in the calculations below.

Improvement Detail	Valuation Amount	Calculation Details
Fitness Center	\$275,265	\$135/sf * 2,039 sf
Amenity/Leasing/Lobby/Uber Lounge	\$771,750	\$150/sf * 5,145 sf
Pool Amenity Area	\$375,000	\$200,000 pool, \$100,000 hardscape, \$75,000 softscape
Lake Ave Pedestrian Plaza (dog park/game lawn/pkg connection)	\$75,000	\$50,000 paver/brick hardscape, \$25,000 softscape
Future Pedestrian Plaza	\$100,000	\$50,000 hardscape, \$50,000 softscape
Retail	\$542,850	\$150/sf * 3,619 sf
Streets Improvement	\$250,000	Per City LOI
Stormwater Improvement	\$50,000	Per City LOI
Public Art	\$20,000	Allowance
Bike Racks	\$5,000	Allowance
Landscaping in excess of code requirements	\$30,000	Value of additional buffer material
	<b>Total: \$2,494,865</b>	

## LETTER OF INTENT

This Letter of Intent (the “**LOI**”) is entered into as of the 18th day of February 2020 (the “**Effective Date**”) between the **City of Lake Worth Beach**, a municipality duly constituted under Florida law, and having its offices at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“**City**”) and **1017 Lake Ave, LLC**, a limited liability company authorized to do business in the State of Florida (“**Developer**”) with an address of 414 North Andrews Avenue, Ft. Lauderdale, Florida 33301. The City and Developer are jointly referred to as the “**Parties**” and individually as a “**Party**”.

The purpose of this LOI is to set forth provisions pertaining to the conceptualization, planning, entitlement, funding, development, implementation, construction and operation of The Bohemian, a proposed residential rental unit project containing approximately 200 apartment units with commercial space and a parking garage with 120 dedicated public parking spaces in downtown Lake Worth Beach (the “**Project Transaction**”), and any activities ancillary to these opportunities that may be agreed upon by the Parties (collectively, the “**Work**”).

### PART I

The following paragraphs reflect the Parties’ current understanding of the matters described to be included in the Definitive Agreements, but are not legally binding until such time the Definitive Agreements are final. Each Party will work in good faith to negotiate or conclude the Project Transaction on such terms. This is not a complete statement of all terms and conditions of the Project Transaction, but provides a basis for further discussions and negotiations.

A. **Project Transaction**. The City and Developer are considering the Project Transaction whereby the City would provide financial incentives, density bonuses and other legal considerations in exchange for the Developer to develop, construct and operate the project to be known as The Bohemian to be located at 1017 Lake Avenue, Lake Worth Beach, Florida. The Parties understand that additional discussions and negotiations with respect to the Project Transaction will be required, and that neither Party will be bound to proceed with the Project Transaction unless and until the City and the Developer negotiate, approve and execute mutually acceptable definitive agreements and related documentation (the “**Definitive Agreements**”) and related documents and terms and conditions that are negotiated, approved and executed and certain other conditions precedent as described in this LOI (including, without limitation, city commission and other governing body approvals) are obtained. However, to facilitate further such discussions and negotiations, the Parties desire to set forth the basic proposed terms of the Project Transaction and their understandings with respect thereto:

1. The Parties acknowledge and agree that the City intends to provide to the Developer certain financial incentives and density bonuses, which shall include:
  - A. Providing a 50.8975 unit planned development density bonus and a 20.359 unit transfer development right bonus for the original 2.0359 acre site located at 1017 Lake Avenue, Lake Worth Beach, Florida.

- B. Providing for the legal transfer through sale to the Developer and grant of an easement by the Developer to the City for City's perpetual use of and access to the City's Electric Utility ("Electric Utility") site of 0.3468 acre located at 1109 1<sup>st</sup> Avenue South, Lake Worth Beach, Florida ("East Switching Station"), which will provide a total of 27 residential units through a combination of by right density, planned development density bonus and transfer development right bonus (land value \$390,150, transfer development right value \$9,102). Notwithstanding anything contained herein, should another form of conveyance be required for tax or liability purposes, or as a requirement of the Developer's Lender, the Parties will work in good faith to accommodate a different structure that accomplishes the same mutual benefit to each Party. If the East Switching Station site is conveyed to the Developer, the Developer will be required to provide a unity of title for the East Switching Station site and the property at 1017 Lake Avenue. The Parties understand that the City's Electric Utility may need to make improvements to the East Switching Station site in the future and the finalized structure related to the East Switching Station site must ensure the Electric Utility's ability to make such future improvements above, below and within the site. Any improvements to the East Switching Station site by the Developer will be subject to City Commission review and approval.
- C. Providing an economic investment incentive of at least \$89,066.48 requiring a performance bond and payable at time of Certificate of Occupancy based on 200 residential units averaging 620 sq. ft. and 2,455 sq. ft. of commercial space with the following rates (final amount may be adjusted based on final unit number, sizes, and commercial space).
1. Electric – \$0.55 per sq. ft. (based on projected Electric Utility revenues from the Project Transaction of \$92,450 annually or \$277,350 in aggregate for the first three years, each beginning on the date of issue of Certificate of Occupancy of the residential unit project and commercial unit).
  2. Water/Sewer – \$0.12 per sq. ft. (based on the projected revenues from the Project Transaction with the minimum annual or aggregate for the first three years, each beginning on the date of issue of Certificate of Occupancy of the residential unit project and commercial unit, to be set forth in the Definitive Agreement(s)).
  3. Stormwater - \$0.12 per sq. ft. (based on the projected revenues from the Project Transaction with the minimum annual or aggregate for the first three years, each beginning on the date of issue of Certificate of Occupancy of the residential unit project and commercial unit, to be set forth in the Definitive Agreement(s)).
- ).

- D. Providing an infrastructure investment incentive of \$300,000 payable via two payments requiring the Developer to provide a section 255.05, Florida Statutes, compliant performance and payment bond (or letter of credit) (“Bond”) to insure and protect the City’s investment of funds for public infrastructure. The first half payment will be paid after the City approves the construction documents and issuance of permits. The second half payment will be paid after the issuance of a certificate(s) of completion for the infrastructure improvements. Alternatively, if the Bond cannot be provided by the Developer, the Developer may have its construction contractor provide the Bond with the City named as a dual obligee on the Bond. However, payment of the infrastructure investment incentive of \$300,000 will be after issuance of the certificate(s) of completion, or such other form agreed by the Parties evidencing completion, for the infrastructure improvements.
1. Streets - \$250,000
  2. Stormwater - \$50,000.
- E. Signing a Parking Garage Master Lease (the “Lease Agreement”) for 120 parking spaces for public use in the parking garage, under the following terms and conditions:
1. **Landlord:** Developer (1017 Lake Ave, LLC)
  2. **Tenant:** City (City of Lake Worth Beach)
  3. **Parking Garage:** Approximate six (6) levels precast parking garage structure consisting of approximately 360 parking spaces with 120 public parking spaces to be leased to the City and approximately 240 to be for Developer’s use. The City’s 120 parking spaces will be located on the first two levels of the parking garage structure. The Developer’s parking levels will be exclusively for its other tenants and the Developer will refer all others in need of parking in the Parking Garage to the City.
  4. **Tenant Demised Premises:** 120 parking spaces and shared common areas as further detailed in a parking garage plan to be attached to the Lease Agreement.
  5. **Lease Term:** 35 years
  6. **Renewal Option:** 1 30-year option at the end of the initial Lease Term, years 36-65 (the “First Option Term), 1 30-year option at the end of the First Option Term, years 66-95 (the “Second Option Term”). Together the Lease Term, First Option Term and Second Option Term shall be referred to as the “Lease Term”.
  7. **Effective Date:** Date the Lease Agreement is signed by all parties (prior to Financial Closing).
  8. **Construction Commencement Date:** The date a notice of commencement has been filed with the appropriate governing authority allowing work to begin pursuant to a building permit to construct the Parking Garage, which shall occur within 720 days from the Effective Date. The City Manager may elect to

approve any extensions of the Construction Commencement Date for a period of time up to 180 days. Any extensions of time beyond 180 days shall require the approval of the City Commission.

9. **Substantial Completion Date:** The date that the following have all been achieved: a temporary certificate of occupancy (or its equivalent) has been issued by the appropriate governing authority for the Parking Garage; a notice of commencement has been filed with the appropriate governing authority allowing work to begin pursuant to a building permit(s) to construct the residential rental unit project containing approximately 200 apartment units with commercial space; and, the improved access to the Parking Garage is completed.
10. **Commencement Date:** The term of this Lease shall commence on the Substantial Completion Date, which shall occur on or before 24 months from the Construction Commencement Date. Year 1 Annual Base Rent shall become immediately due and payable to Developer within 10 days from written notice to City demonstrating the Substantial Completion Date.
11. **Base Building Improvements:** The Parking Garage shall be constructed in accordance with the permitted set of plans, which shall be in accordance with the Parking Garage floor plan to be attached to the Lease Agreement as Exhibit A
12. **Landlord Work:** Developer shall be responsible for completing the Base Building Improvements, which will be defined in the Lease Agreement.
13. **Tenant Work:** City shall be responsible for completing any improvements to the Tenant Demised Premises that exceed the Base Building Improvements, such as parking meters, signage and safety monitoring. All such City improvements, including all subsequent alterations or additions, shall require the express written approval from Developer, which shall not be unreasonably delayed or withheld and shall be at City's sole cost.
14. **Annual Base Rent:**  
Year 1 = \$2,458,958  
Year 2 - Year 8 = \$72,000/yr  
Year 9 - Year 35 = \$144,000/yr  
First Option Term = CAM only (not to exceed \$72,000/yr.).  
Second Option Term = CAM only (not to exceed \$72,000/yr.).
15. **Annual Base Rent Increases:** None, other than as provided for herein.
16. **CAM & Operating Costs:** In addition to Annual Base Rent, City shall be responsible for the payment of common area maintenance and operating expenses, which shall include but not be limited to: security, general parking systems, cleaning,

utilities, maintenance and repairs, elevator maintenance, pest control, fire safety, insurance, management fees, licenses and fees, supplies, general signage, landscaping, administrative and professional costs, industry standard repair and replacement reserves (“Reserves” herein), and applicable real estate taxes (“CAM” herein). CAM shall not include costs and expenses directly related to the parking provided to Developer’s other tenants including but not limited to: parking meters or system, signage and safety monitoring. CAM is anticipated to be \$21,000 per year. At no time shall City be responsible for CAM that exceeds 50% of the Annual Base Rent). CAM will be based on actual costs, but may grow concurrently with the Consumer Price Index.

17. **Tenant’s Percentage Share:** The City’s Percentage Share in CAM shall be based upon the total number of spaces in the Demised Premises divided by the total number of spaces in the Parking Garage (i.e.,  $120/360 = 33.33\%$ , Total CAM = \$50,000 \*  $33.33\% = \$16,666.66$  (Tenant’s Percentage Share).
18. **Management & Operations:** Developer, or the Developer’s designee and/or management company, shall be responsible to manage, operate and maintain the Parking Garage and Tenant Demised Premises for the Lease Term in a manner comparable to other similar parking garages in Palm Beach County, Florida.

2. The Parties acknowledge and agree that the Developer intends to pursue the requisite approvals to develop The Bohemian at 1017 Lake Avenue, Lake Worth Beach, Florida, which at a minimum will include the approval of a Planned Mixed-Use Development order by the City’s City Commission. The Parties understand that all such Definitive Agreements will need to be final no later than April 10, 2020, except for Part I, Section (A)(1)(A) and (B) of this LOI, which shall be finalized at the conclusion of the land use entitlement process and requisite approvals, which shall be no later than September 30, 2020. Approval of all such development is an independent legal process that is not governed by this LOI nor guaranteed by this LOI.

## **ARTICLE 1. GOOD FAITH NEGOTIATIONS**

**Section 1.1 Good Faith Negotiations.** Subject to the conditions set forth in this LOI, the City and the Developer agree to coordinate and negotiate in good faith through April 10, 2020 (the “**Negotiation Period**”), unless this LOI is earlier terminated pursuant to Article 2, below, to attempt to execute and deliver the Definitive Agreements with respect to the Project Transaction. The Negotiation Period may be extended pursuant to Section 11.6.

## ARTICLE 2. TERMINATION

**Section 2.1** This LOI shall terminate on the earlier of: (i) execution of the Definitive Agreements including those related to Part I, Section (A)(1)(A) of this LOI, (ii) the expiration of the Negotiation Period, unless Parties are still actively involved in negotiations and pursuing final Definitive Agreements, which shall cause for the Negotiation Period to be extended pursuant to Section 11.6, or (iii) termination by a Party by written notice to the other Party.

**Section 2.2** Upon the termination of this LOI, the Parties shall have no further obligation hereunder; provided, however, that the terms and provisions set forth in Articles 3 through 10 shall survive the termination of this LOI.

## ARTICLE 3. EFFECT OF THIS LOI

**Section 3.1** This LOI:

- (a) does not constitute a legally binding agreement;
- (b) does not constitute an exclusive agreement and the City of Lake Worth Beach reserves the right to enter similar LOIs with other private and public entities and persons;
- (c) does not contain all of the material terms of the Proposed Transactions, including those to be set forth in the Definitive Agreements; and
- (d) shall not constitute the basis for an agreement by estoppel or otherwise.

Rather, the Parties hereby agree that this LOI is intended as a statement of the Parties' good faith, mutual intent and understanding as of the date hereof to proceed with the negotiation of the terms of the Project Transaction and the Definitive Agreement during the Negotiation Period. Any actions taken by a Party or any other person in reliance on the terms expressed in this LOI or statements made (whether orally or in writing) during the negotiations between the Parties shall be at that Party's own risk. Unless and until the Definitive Agreements have been duly authorized, executed and delivered by the Parties, no Party shall have any legal obligations to the other, expressed or implied, or arising in any other manner under this LOI or in the course of negotiations as contemplated by this LOI.

Any transaction which might arise from the activities of the Parties as contemplated by this LOI shall be contingent upon the due authorization, execution and delivery by the Parties of the Definitive Agreements, including without limitation the obtaining by each Party of all management or applicable governing board approvals and all other authorizing actions required to be taken by each Party under its organizational documents and consistent with this LOI. No binding commitment shall arise prior to then even if the Parties reach some understanding(s) or agreement(s) in principle.

## ARTICLE 4. COSTS AND EXPENSES

**Section 4.1** Each Party shall bear its own costs and expenses (including fees of counsel and outside advisors) in connection with the preparation, negotiation and execution of this LOI (whether or not the Project Transaction is consummated), in connection with the Project Transaction, and in connection with the negotiation, authorization, execution and delivery of the Definitive Agreements.

## ARTICLE 5. CONFIDENTIALITY

**Section 5.1** The Parties acknowledge and agree that the City of Lake Worth Beach is subject to Florida's Public Records Act, Chapter 119, Florida Statutes. Except for the City's City Commission approval of this LOI, the Parties further acknowledge and agree that the Parties do not intend to make a public announcement (whether in the form of a press release or otherwise) directly or indirectly with respect to the subject matter of this LOI until such time as the Project Transaction has been more thoroughly vetted by each Party. Once the Project Transaction is more thoroughly vetted by each Party (or at such other time agreed to by the Parties), then the Parties may agree in writing to permit such public announcement to be made, which permission shall not be unreasonably withheld. Any public announcement made as permitted under this Section 5.1 shall be made only in accordance with a mutually agreed upon press release or other public communication by the Parties. At a minimum, the subject matter shall not be deemed to have been thoroughly vetted as contemplated hereby until Definitive Agreements have been entered into by the Parties relating thereto.

**Section 5.2** In the course of this LOI it may be necessary for one Party ("**Disclosing Party**") to release certain Confidential Information (as defined below) to the other Party ("**Receiving Party**"). All Confidential Information must be marked as "Confidential" in order to avoid any arguments that the confidentiality of such information has been waived.

**Section 5.3** "**Confidential Information**" shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Disclosing Party or otherwise, which is disclosed to Receiving Party, regardless of whether such information is disclosed intentionally or inadvertently, before, during or after the execution of the LOI, in connection with discussions and negotiations surrounding the Work that is the subject of the Project Transaction and including all reports, analyses, notes or other information that are based on, contain or reflect any such Confidential Information; however, Confidential Information shall not include: (i) information which is or becomes publicly available other than as a result of a violation of this Agreement; (ii) information which is or becomes available on a non-confidential basis from a source which is not known to the Receiving Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to the Disclosing Party; or (iii) information which the Receiving Party can demonstrate was legally in its possession prior to disclosure by the Disclosing Party.

**Section 5.4** Confidential Information shall not be used for any purpose other than to analyze, implement or complete the Project Transaction or necessary for a party to fulfill its obligations hereunder, which includes, without limitation, the Parties' applications for governmental grants. Confidential Information shall be held in strict confidence by Receiving

Party and shall not be disclosed without prior written consent of the Disclosing Party, except to those advisors, affiliates, agents, assigns, attorneys, employees, directors, officers and/or members (“**Agents**”) with a need-to-know the Confidential Information for the purposes of analyzing, implementing or completing the Project Transaction or a Party’s obligations hereunder. The Receiving Party shall require all recipients of the Confidential Information to be bound by the terms of the LOI. The Receiving Party shall be responsible for any breach of the LOI by the Receiving Party or its Agents. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard.

**Section 5.5** In the event that Receiving Party is requested or required by legal or regulatory authority to disclose any Confidential Information, the Receiving Party shall promptly notify the Disclosing Party of such request or requirement prior to disclosure, if permitted by law, so that Disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of the LOI. In the event that a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, the Receiving Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

**Section 5.6** The Receiving Party agrees that monetary damages would not be a sufficient remedy for any breach of the LOI and that the Disclosing Party shall be entitled to injunctive or other equitable relief to remedy or prevent any breach or threatened breach of the LOI. Such remedy shall not be the exclusive remedy for any breach of the LOI, but shall be in addition to all other rights and remedies available at law or in equity.

**Section 5.7** It is understood that nothing contained in the LOI shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to the Receiving Party hereunder.

**Section 5.8** Promptly following any decision by the Receiving Party to terminate or suspend the Negotiation Period, in whole or in part, terminate this LOI as permitted hereunder, or at any other time upon the Disclosing Party’s written request, the Receiving Party shall return or destroy, at the Receiving Party’s option, all written Confidential Information of the Disclosing Party, including that portion of such Confidential Information that may be found in analyses, compilations, studies or other documents prepared by, or for, the Receiving Party, and the Receiving Party and its Agents shall not retain any copies of such written Confidential Information. At any time after which the Receiving Party has been required to return or destroy the Confidential Information in its possession in accordance with the preceding sentence, the Receiving Party shall, upon written request of the Disclosing Party, cause one of its duly authorized representatives or officers to certify in writing to the Disclosing Party that the requirements of the preceding sentence have been satisfied in full.

## **ARTICLE 6. LIMITATION ON LIABILITY.**

**Section 6.1** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE OR ANY LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTIONS WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT OR STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS LOI.

## **ARTICLE 7. NO THIRD-PARTY BENEFICIARIES**

**Section 7.1** This LOI is intended for the benefit of the Parties hereto and is not intended to and does not confer any benefit on third parties.

## **ARTICLE 8. CHOICE OF LAW**

**Section 8.1** This LOI shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida located in West Palm Beach, Florida.

**Section 8.2** IN ANY LITIGATION ARISING FROM OR RELATED TO THIS LOI, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LOI, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS LOI. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LOI.

## **ARTICLE 9. ASSIGNMENT**

**Section 9.1** No assignment or transfer hereunder shall be made by either Party without the prior written consent of the other Party.

## **ARTICLE 10. COUNTERPARTS**

**Section 10.1** This LOI may be executed in counterparts, each of which shall have the effect of and be considered as an original of this LOI.

## **ARTICLE 11. MISCELLANEOUS**

**Section 11.1** The Parties acknowledge that the consummation of the Project Transaction, completion of any associated Work, and the effectiveness of the Definitive Agreements may be contingent upon obtaining any necessary approvals from local, state and federal agencies. Nothing herein is intended to create obligations on the part of either Party that would require it to take actions that are inconsistent with such regulatory compliance.

**Section 11.2** This LOI constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no other oral understandings, terms or conditions with respect to the subject matter of this LOI, and neither Party has relied upon any representation, express or implied, not contained in this LOI.

**Section 11.3** If any one or more of the provisions of this LOI should be ruled illegal, wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction under present or future laws, then: (i) the validity and enforceability of all provisions of this LOI not ruled to be invalid or unenforceable shall be unaffected and remain in full force and effect; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held illegal, wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

**Section 11.4** Each Party acknowledges that it has actively participated in the negotiation and preparation of this LOI, and that accordingly this LOI and any uncertainty or ambiguity contained herein shall not be construed against any one Party as drafter. The descriptive headings of this LOI are inserted for convenience only and do not constitute a substantive part of this LOI.

**Section 11.5** The obligations of the Parties hereunder which by their nature survive the termination of the LOI, shall survive and inure to the benefit of the Parties. Those provisions of the LOI which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of the LOI.

**Section 11.6** This LOI may be amended only by a writing signed by each Party hereto. The City's City Manager is authorized to extend the timeframes set forth herein without City Commission approval for no more than 120 days. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this LOI, or a Party's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

**Section 11.7** This LOI sets forth the mutual understandings and intentions relating to the Project Transaction based upon the terms and conditions set forth herein.

**Section 11.8** The City Commission has delegated the authority to the City Manager to execute the Definitive Agreements, if agreeable in consultation with the City Attorney and the City Financial Services Director. However, if in the City Manager's opinion, the Definitive Agreement(s) involves a material or adverse change to the terms and conditions of this LOI, the City Manager reserves the right to bring the matter before the City Commission for its review.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this LOI to be executed by their duly authorized representatives on the first date written above.

1017 Lake Avenue, LLC  
a Florida Limited Liability Corporation

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

Name: \_\_\_\_\_

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

[Corporate Seal]

City of Lake Worth Beach  
By: \_\_\_\_\_  
Michael Bornstein, City Manager

ATTEST:

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



Approved as to form and legal sufficiency:

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

Approved for financial sufficiency:

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



March 26, 2020

Robert Frederick Rennebaum, P.E.  
Simmons & White  
2581 Metrocentre Boulevard, 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



**Palm Beach County  
Board of County  
Commissioners**

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

**County Administrator**

Verdenia C. Baker

**RE: The Bohemian  
Project #: 200314  
Traffic Performance Standards Review**

Dear Mr. Rennebaum:

The Palm Beach County Traffic Division has reviewed the **Bohemian** Insignificant Traffic Impact Statement, dated March 4, 2020, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

**Municipality:** Lake Worth  
**Location:** West of S. East Coast Street, south of Lake Avenue  
**PCN:** 38-43-44-21-15-500-0010 (*others on file*)  
**Access:** Full access driveway connections onto S. East Coast Street (*as proposed in the study, but not approved by the County through this letter*)  
**Existing Uses:** Vacant  
**Proposed Uses:** Multifamily Mid-Rise Housing 3-10 Story (Apartment/Condo/TH) = 200 DUs  
 General Commercial = 3,619 SF

**Residential**

**New Daily Trips:** 1,088  
**New Peak Hour Trips:** 72 (19/53) AM; 88 (54/34) PM

**Non-Residential**

**New Daily Trips:** 155  
**New Peak Hour Trips:** 1 (1/0) AM; 12 (6/6) PM

**Residential & Non-Residential**

**Total Daily Trips:** 1,243  
**Total Peak Hour Trips:** 73 (20/53) AM; 100 (60/40) PM  
**Build-out:** December 31, 2023

Based on the review, the Traffic Division has determined the residential component of the proposed development is within the Coastal Residential Exception Areas, and therefore, **exempt** from Traffic Performance Standards (TPS). However, the non-residential component of the development, being insignificant on the roadway network, **meets** the Traffic Performance Standards 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

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Affirmative Action Employer"



Robert Frederick Rennebaum, P.E.

March 26, 2020

Page 2

R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication. A discussion with Palm Beach County, involving at a minimum Traffic Division, Land Development Division, and Roadway Production Division, is advisable for access related issues of the site plan on County maintained roadways before a site plan is submitted to the municipality for consideration.

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

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

If you have any questions regarding this determination, please contact me at 561-684-4030 or email [DSimeus@pbcgov.org](mailto:DSimeus@pbcgov.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "DS", is written over the typed name.

Dominique Simeus, P.E.  
Professional Engineer  
Traffic Division

DS/rb

cc: Addressee

Mark E. Stivers, AICP, Assistant Director, Planning, Zoning & Preservation, City of Lake Worth  
Quazi Bari, P.E., PTOE, Manager – Growth Management, Traffic Division  
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review  
N:\TRAFFIC\DS\MUNICIPALITIES\APPROVALS\2020\200314 - THE BOHEMIAN.DOC

The Bohemian requests waivers from the following sections of the City of Lake Worth Beach Land Development Regulations:

- Section 23.3-19(b)(2)
- Section 23.3-19(d)(3)(B)(1)
- Section 23.3-19(d)(9)
- Section 23.4-4(e)(1)
- Section 23.3-19(d)(6)
- Section 23.3-19(d)(7)

Below is a justification statement for each requested waiver.

### **Section 23.3-19(b)(2), Minimum Living Area**

Per LDR Section 23.3-19(b)(2), the minimum living area for a one-bedroom unit in a multifamily development in the Transit Oriented Development East (TOD-E) zoning district is 600 square feet. The Bohemian proposes to offer junior one-bedroom units at a size of 512 SF.

As depicted the unit plan, the junior one-bedroom units are designed to make efficient use of space. All necessary living, sleeping, and bathing facilities needed for a one-bedroom unit to function as such are provided in the junior one-bedroom units.

In order to preserve space, the unit layout contains no hallways. This design decision allows for the same amount of usable space with a smaller total square footage. In a larger unit, some of the square footage would be attributable to hallway space.

In addition, these junior one-bedroom units have kitchens that are intended to be functional and compact while still providing all necessary elements that are provided in a kitchen. The living area also is efficient in size and function. The anticipated resident for this development is someone who lives very "light" and does not use dedicated dining areas.

With a smaller unit available, it is more feasible for the end user to live in this "market rate" lifestyle environment. Despite the smaller space, the presence of all necessary facilities and the compact design allow for a fully functional one-bedroom unit.

It is worth noting that Per LDR Section 23.3-19(b)(1), the minimum living area for an efficiency would be 400 SF. The Bohemian has opted to have all units at one-bedroom or larger. As compared to an efficiency, the junior one-bedroom unit contains a bedroom separated from the living area by a door, and this bedroom contains a closet and a window. The junior one-bedroom unit type has been successfully utilized in other local markets.

Instead of offering efficiency units at a minimum of 400 SF, the Bohemian will instead offer junior one-bedroom units that are slightly larger than an efficiency and that have the added benefit of the privacy of a separate bedroom. The price to residents will be comparable to the price of an efficiency unit.

Given all of the above, a waiver to Section 23.3-19(b)(1) is justified under the proposed plans. The proposed design for the junior one-bedroom units is such that 512 SF is enough space to provide for a fully functional one-bedroom unit. The junior one-bedrooms will be available at a similar cost to residents as an efficiency, and they will greatly exceed the 400 SF minimum living area required of efficiencies in the zoning district. Instead of offering efficiencies, The Bohemian will be able to provide residents the upgraded living environment of a junior one-bedroom.

### **Section 23.3-19(d)(3)(B)(1), Side Setback**

Per LDR Section 23.3-19(d)(3)(B)(1), the required side setback for properties in the TOD-E zoning district is 10 feet from the street side lot line. The Bohemian's parking garage and the covered area east of the "Uber Lounge" are less than ten feet from the side street. Specifically, the parking garage is 3 feet from the East property line along East Coast Street.

A waiver of Section 23.3-19(d)(3)(B)(1) is justified in this situation due to the nature of the site. Specifically, the depth of the site is too narrow to accommodate a parking garage that circulate efficiently and safely while maintaining a side setback of 10 feet. In order to provide for safe maneuvering of vehicles in the garage, we needed to position the location of the parking garage to be 3 feet from the East property line.

The waiver is necessary due to the site characteristics and, as described above, it will provide the benefit of a safer garage.

### **Section 23.3-19(d)(9), Accessory structure**

Per LDR Section 23.3-19(d)(9), Accessory structures shall not exceed forty percent of the gross floor area. Additionally, the definition of an accessory building in Section 23.1-12 states that such buildings must maintain the same setback or greater from public streets as the principal structure and may not be constructed between any principal structure and a public street right-of-way.

The design for The Bohemian includes a parking garage and north commercial building that are accessory structures. The accessory structures exceed forty percent of the gross floor area. In addition, the parking garage has a smaller setback than the principal building and the north commercial building is located between the principal building and a public street right-of-way (Lake Avenue).

We request a waiver of the accessory structure definition as it relates to the setback for the parking garage. In order to comply with the height limitations while maximizing the amount of parking provided, it became necessary to detach the garage from the residential building. Despite this technical detachment, we are linking the structures through a covered walkway/trellis that leads from the garage to the residential building. Accordingly, the appearance will not be that of a strictly separated building. The placement will not cause any safety or aesthetic issues. Granting the waiver will allow for an increase in parking spaces, which will provide a public benefit.

Additionally, we request a waiver of the accessory structure definitions as it relates to the placement of the north commercial building. The decision to make the north commercial building a stand-alone accessory structure was based on the future use of this building for retail purposes. From a rent perspective, it will be easier to rent that space clear of obstructions. This is a desirable alternative to placing the retail space under the building where the columns for the residential structure may present inefficiencies for future tenants. The placement allows for a flexibility of uses for the commercial space. The waiver is justified in that it will allow the best allocation and use of space in a mixed-use development. As the development is in a district designed to accommodate such uses, the waiver is appropriate.

We also request a waiver of the requirement in Section 23.3-19(d)(9) that accessory structures not exceed forty percent of the gross floor area. For the same reasons described above, the design of the accessory structures maximizes the parking spaces and provides for a linking of the structures. The grant of the waiver will allow for additional parking, which will benefit the public.

#### **Section 23.4-4(e)(1), Wall Height**

Per LDR Section 23.4-4(e)(1), the maximum fence height is six feet. The wall proposed for the west property line is eight feet high. This section of the property is adjacent to the Florida East Coast Railway tracks. The wall will separate the proposed developed from the railway tracks.

Given the location, the intent of this wall is to reduce as much sound transmission as possible. The additional height of the wall will allow for a greater reduction in sound transmission. The additional height will also have the benefit of impeding people from jumping over the wall into the courtyards of the proposed development from the area surrounding the railway tracks.

Accordingly, we request a waiver of the limitation to six feet for the height of this wall. Due to the specific location along the tracks, the additional height is necessary to prevent excess sound transmission and to discourage people from jumping over the wall.

#### **Section 23.3-19(d)(6), Maximum Impermeable Surface**

Per LDR Section 23.3-19(d)(6), the maximum impermeable surface for a lot of this size is sixty-five percent. The proposed design for The Bohemian provides for sixty-seven percent impermeable surface.

We request a waiver of this maximum amount of impermeable surface area. Specifically, we request an additional two percent of impermeable surface area. The Bohemian's design includes outdoor plazas and patio/pool spaces that are designed to provide an urban feel.

The additional impermeable surface area is essential to meeting the design intent of the development. In addition, the additional amenity areas and plazas that the waiver will allow will provide benefits to the residents and the public and will provide an aesthetic upgrade.

**Section 23.3-19(d)(7), Maximum Impermeable Surface for all Structures**

Per LDR Section 23.3-19(d)(7), for a lot of this size, the maximum impermeable surface for all structures is fifty percent. The proposed design for The Bohemian provides for fifty-seven percent impermeable surface for structures.

We request a waiver to allow for an additional seven percent structure coverage beyond the stated maximum. The development will provide parking for both the residents of The Bohemian and for the public. In order to provide this desired amount of parking while keeping the height at seven stories, the parking and residential building have been separated into two structures versus a podium design. This is also the most cost-effective solution that fits within the goals of incorporating a workforce product. In order to allow for this design on the site, we require a waiver of the maximum amount of impermeable surface for all structures. As mentioned above, the grant of the waiver will allow for additional parking, which provides a public benefit.

# THE BOHEMIAN

## Market Analysis Study

Located on the eastside of the FEC railway along Lake Avenue, the Site is well positioned as the keyhole to the City. The Bohemian is anticipated to be an approximately 200-unit transit-orientated, mixed use development located in Lake Worth Beach, FL. It is envisioned to be a seven-story building with amenity space, street-level retail, a pedestrian plaza and a five-story parking garage. The project will include a ground-floor, stand-alone retail building and amenities, including a resort-style pool with lounge area, coffee bar, rooftop observation deck, community room, lobby/leasing office, outdoor plaza facing Lake Avenue, fitness center, and co-workspace.

Situated in downtown Lake Worth Beach, the Bohemian sits on the eastside of the FEC railway, along Lake Avenue, adjacent to City Hall, and within walking distance of all the restaurants, bars, shops and amenities downtown Lake Worth Beach has to offer. The Project will fill a void in downtown Lake Worth Beach where available land is supply constrained and sites that can accommodate an institutional apartment project are extremely challenging to assemble. Hence the downtown has experienced no meaningful multifamily development.

In analyzing the local market, it became apparent that studio and small one-bedroom apartments were popular in the downtown area and that tenants were willing to sacrifice square footage for convenience. The current unit mix is comprised of 75% one bedrooms, of which roughly half of the one bedrooms (75 units) are junior one bedrooms averaging 512 SF. The rental product comparables in the immediate downtown area are aged, fractured units with no amenities that average nearly the same square footage as the Project's junior one bedroom. These properties have experienced low vacancy rates and are located adjacent to the downtown, however not directly downtown (on Lake Ave or Lucerne) and leasing at rates in line with the Bohemian's projected Project rents. Essentially tenants will have the option in paying the same for a 1970s vintage duplex or live in a fully amenitized new construction building that is walkable to the entire downtown.

The Lake Worth MSA has historically seen extremely low vacancy rates. The city and surrounding area ranks second in Palm Beach County. Additionally, the households renting within the one-mile radius of the project comprise over 30% of all the renters within the City of Lake Worth where a mere 10.8%, 442 units, of the conventional inventory within the five-mile radius was built within the last five years. Overall, the vast majority of conventional inventory in the local market, over 70%, was built over 26 years ago, underscoring the submarket's need for more Class A inventory.

Occupancy Ranking		
		Forecast
Submarket	Rank	2018-2021
Boca Raton West	1	95.6%
Green Acres City/Palm Spgs/Lake Worth	2	95.5%
Boynton Beach/Delray Beach	3	94.7%
North Palm Beach	4	94.7%
Boca Raton East	5	94.7%
Century Village	6	94.1%
West Palm Beach/Palm Beach	7	93.4%
<b>Market Average</b>		94.7%

# **SACHS SAX CAPLAN**

ATTORNEYS AT LAW

SUITE 200  
6111 BROKEN SOUND PARKWAY NW  
BOCA RATON, FLORIDA 33487

TELEPHONE (561) 994-4499  
DIRECT LINE (561) 237-6884  
FACSIMILE (561) 994-4985

REBECCA ZISSEL  
RZISSEL@SSCLAWFIRM.COM

May 4, 2020

**Via: Hand Delivery**

Alexis Rosenberg and Andrew Meyer  
City of Lake Worth Beach  
Department for Community Sustainability  
1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, FL 33461

Subject: PZB Project Number: 20-00900001  
Response to Site Plan Review Team Comments

Dear Alexis and Andrew:

Enclosed are the revised plans for The Bohemian prepared in response to the Site Plan Review Team Comments dated April 14, 2020. In addition to two copies of the revised plans, we are enclosing the following documents with our submittal:

1. Narrative Response to SPRT Comments
2. Revised Conditional Use Narrative
3. Revised Sustainable Bonus Narrative
4. Justification Statements for Requested Waivers
5. Market Analysis Study
6. Drainage Statement
7. Traffic Concurrency Letter from Palm Beach County
8. Public Safety/CPTED Plan Narrative
9. Letter from Trash Chute Consultant

Also enclosed is an electronic copy of all documents. If I can provide any additional information, please let me know.

Very truly yours,

**SACHS SAX CAPLAN**

*/s/ Rebecca Zissel*

Rebecca Zissel

**MSA ARCHITECTS, INC.**  
ARCHITECTURE & PLANNING  
8950 S.W. 74TH COURT  
SUITE 1513  
MIAMI, FLORIDA 33156  
305/273-9911  
AAA C000895

May 4, 2020

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

**Attn:** Alexis Rosenberg and Andrew Meyer

**PZB Project:** 20-009000001 Site Plan Review Team Comment Response: for project located at  
1017 Lave Avenue, 101 S East Coast Street; 201 S East Coast Street

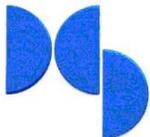
**RE:** Response Letter to Staff Comments

**Electric Utilities:**

Jean St. Simon | (561) 586-1699 | [jssimon@lakeworthbeachfl.gov](mailto:jssimon@lakeworthbeachfl.gov)

1. We need the customer's electrical load plans, electrical riser diagram and proposed transformer locations before we can design a job that will involve relocating the existing overhead electric line that is running through the property. Also, how many different meters will be needed in addition to the 200-units?  
**Response:** *Please see enclosed site plan and preliminary engineering plan showing the proposed transformer locations.*
2. The customer will be responsible for the cost to relocate this existing overhead line plus the cost for the new installation of electric lines to serve the new project.  
**Response:** *The owner is planning to follow the same protocol as done on The Mid project as outlined below:*
  - a. *Public utility company LWBEU shall remove existing overhead lines, poles and transformers.*
  - b. *Public utility company LWBEU shall provide termination point for temporary and permanent power.*
  - c. *Owner shall provide all electrical trenching and prep for conduit install.*
  - d. *Public utility company LWBEU shall furnish conduit and pull string.*
  - e. *Owner shall install conduit and backfill trenches.*

**MSA  
ARCHITECTS**



**The Bohemian**  
**Site Plan Review Team Comments**  
**Page two**

- f. *Public utility company LWBEU shall furnish all transformers and pads.*
  - g. *Owner shall install all transformer pads.*
  - h. *Public utility company LWBEU shall install all transformers.*
  - i. *Public utility company LWBEU shall pull all electrical wires from termination point to transformers.*
  - j. *Public utility company LWBEU shall energize the lines.*
3. Provide room for additional electrical equipment may be needed on the property site in accessible locations for possible switch cabinets and large splice boxes.  
**Response:** *Main electric rooms are sufficient-sized: main electric rooms are provided for garage, residential building, and retail building. Transformer pads are identified on the site plan for each of the 3 uses. Further coordination with utilities shall be during time of building permit.*
4. A 10-ft-wide electric easements will be needed for our facilities that will be on the property and along the east side of the development, starting from the proposed transformer location and ending near the café/retail store.  
**Response:** *Acknowledged, please see enclosed preliminary engineering plan for the requested electrical easements.*
5. The easement shall be clear of any permanent structure.  
**Response:** *Acknowledged*
6. Numbers 1 and 3 must be received before a building permit can be issued.  
**Response:** *Acknowledged.*
7. A final electrical inspection must be done before issuing a Certificate of Occupancy (CO).  
**Response:** *Acknowledged.*
8. We need 10-ft clearance in front of the transformer and 4-ft on the remaining sides  
**Response:** *Noted and clearances have been identified on the site plan.*

**Community Services Landscaping:**

David McGrew | (561) 586-7433 | [dmcgrew@lakeworthbeachfl.gov](mailto:dmcgrew@lakeworthbeachfl.gov)

1. Per LDR Section 23.6-1(j)(5), 75% of all required trees must be South Florida Native and 75% of all other required plants must be S. Florida Naïve.  
**Response:** *Requirements have been met, 'Native Requirement' Table showing calculations has been added to L2 and L3*

**The Bohemian  
Site Plan Review Team Comments  
Page three**

2. Per LDR Section 23.6(j)(7), Alexander Palms do not qualify as substitutes for required trees along Lake Ave of East Coast Street.  
**Response:** *All Alexander Palms have been removed from L2 and replaced with Date Palms, Date Palm is an acceptable palm Tree in the Lake Worth Beach Major Thoroughfares Design Guidelines.*
3. Cassia Surattensis is not a Florida Native.  
**Response:** *All Cassia Surattensis Trees have been removed from L2 and replaced with Gumbo Limbo Trees, Gumbo Limbo is an acceptable Native tree in the Lake Worth Beach Major Thoroughfares Design Guidelines.*
4. Per LDR Section 23.6(j)(7), Palms shall contribute no more than 20% of required trees. Provide table showing that this requirement is met.  
**Response:** *Palms do not contribute more than 20% of required trees. Table showing that this requirement is met has been added to L2.*
5. Per LDR Section 23.6(j)(5), provide complete plant counts for shrubs, groundcovers and vines. Provide table showing that 75% native requirements are met.  
**Response:** *75% Native requirements of shrubs has been met, table showing calculations has been added to L3*
6. Per LDR Section 2.6.1(d)12), approved native street trees shall be installed at a minimum of 25' of frontage.  
**Response:** *Live oaks and Gumbo Limbos have been selected as street trees, they are acceptable native trees in the Lake Worth Beach Major Thoroughfares Design Guidelines and planted 25' apart.*

**Planning:**

Alexis Rosenberg | (561) 586-1705 | [arosenberg@lakeworthbeachfl.gov](mailto:arosenberg@lakeworthbeachfl.gov) and Andrew Meyer | (561) 586-1673 | [ameyer@lakeworthbeachfl.gov](mailto:ameyer@lakeworthbeachfl.gov)

1. General:
  - a. The site plan, landscape, elevations, and renderings are not consisted with the each other,  
for instance:
    - i. Page SP-1 shows a trellis connecting the main mixed-use building to the parking garage, but SP-2 mentions a pedestrian bridge above trellis. The elevations and the floor plan do not show a pedestrian bridge, and the renderings show a concrete covered walkway where the trellis would be located.  
**Response:** *No pedestrian bridge is contemplated for this project. All notations have been removed and a covered trellis walkway is being proposed connecting the garage elevator lobby to the residential building lobby at the ground floor*

**The Bohemian  
 Site Plan Review Team Comments  
 Page four**

- ii. Page SP1 and SP-2 reference a pool court to the west of the main building. This same area is labeled as “open lawn” on the landscape plan.  
**Response:** *Labels have been coordinated.*
- iii. {age Sp-1 and SP2 label open area to the south of the main building “future pedestrian plaza.” However, the landscape plan labels a portion of that area as a fenced-in dog park.  
**Response:** *The future pedestrian plaza next to parking garage has been removed from this application*
- iv. The landscape plan has an area to the south of the main building labeled as a “smoothie bar.” This is not shown on the site plan.  
**Response:** *Smoothie Bar note has been removed from the plan*
- v. The elevations do not match the renderings (e.g. different windows).  
**Response:** *Renderings have been removed from the submittal. Please refer to elevations for design intent.*

b. Update plans and renderings for internal consistency across all documents.  
**Response:** *Plans and elevations have been updated. Renderings were an artistic representation of the design intent and not intended to be an exact representation of the plans and elevations submitted. Renderings not representing the latest site layout have been removed from this resubmittal.*

c. Provide a summary of security features for the project, including lighting and walls & fencing.  
**Response:** *Please see attached CEPTD narrative*

d. Update the General Description of the proposed project to indicate the total units and broken down by units per the base density, planned development density and TDR density. Put this table format similar to the table below:

	Base Zoning District per the City’s Comprehensive Plan	With Sustainable Bonus Incentive Program (SIBP)	With SBIP and Mixed-use Urban Planned Unit Development (PUD)	With SBIP, PUD, and Letter of Intent (LOI) Agreement	With SBIP, PUD,LOI Agreement, Transfer Development Rights (TDR)
--	--	---	--	--	---

Density	50 du/acre (101 units)	50 du/acre (101 units)	75 du/acre (152 units)	87.9 du/acre (178 units)	97.9 du/acre (199 units)
Height	30 feet	55 feet	82.5 feet	82.5 feet	97.5 feet
Floor Area Ration	2.2	2.65	3.975	3.975	4.372

**The Bohemian  
Site Plan Review Team Comments  
Page five**

**Response:** *See revised table.*

- e. The site data listed on the site data table do not appear to accurately reflect the physical characteristics of the drawings.

**Response:** *Data table has been updated.*

- f. Indicate on the site plan all potential uses for the non-residential café/retail structure to allow for future flexibility of uses. Refer to the City's Use Table, LDR Section 23.3-6, for a list of use categories.

**Response:** *List of uses have been provided on the site data table*

- g. Due to construction over multiple parcels, this project is required to replatted in Accordance with the procedures and regulations outlined in LDR Section 23.5-2. All platting shall be finalized prior to construction. Note that per LDR Section 23.3-5(h)(4)(D), "if a zoning change is involved, certification from the department for community sustainability shall be furnished to the city clerk indicating that the change requested has been approved and is in effect, and that the size of lots and other features shown on plat conform to all zoning requirements. Signing of the final plat by the city clerk shall constitute such certification."

**Response:** *Acknowledged.*

- h. Provide a photometric plan that shows the location, dimensions, and intensity of all outdoor illumination. Note that per LDR Section 23.49(c)(4) lighting shall be shielded and located to not allow light trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. The photometric plan should reflect adequate security lighting for area with public access. Also refer to page 52 of the City's Major Thoroughfare Design Guidelines to view the City's design criteria for lighting. LED lighting should have a warm tone.

**Response:** *See attached lighting plan*

- i. Per LDRS Section 23.3-19(c), the minimum living area for one-bedroom unit is 600 square feet. The plans propose the one-bedroom units 512 square feet. Please either make the one-bedroom units at least 600 square feet or provide justification as to why the 512 square is sufficient.

**Response:** *See enclosed justification statement.*

- j. Show the setbacks for all buildings on the site plan.

**Response:** *All setbacks have been shown. See Sheet SP-1*

- k. The key plan does not match the site plan.

**Response:** *Key plans have been updated*

- l. Is this project going to be phased?

**Response:** *The project is expected to be completed in one phase.*

**The Bohemian  
Site Plan Review Team Comments  
Page five**

- m. Per page 42 of the Major Thoroughfare Design Guidelines, litter bins should be placed near each intersection corner and be easily accessible and identifiable for pedestrians.  
**Response:** *Litter bins have been located at the plaza and the widened sidewalk next to the ride share drop off area*
- n. Per page 54 of the City's Major Thoroughfare Design Guidelines, consider placing electric vehicle charging stations and bike racks in parking areas, near the entrances of buildings, and close to transit stops.  
**Response:** *4 EVSE ready spaces (2 stations) have been identified at the ground floor parking area for the City Parking and 2 spaces (1 stations) have been provided for the resident parking on the upper floors.*
- 2. Conditional Use:
  - a. The justification statement for the Conditional Use Permit should include the requested conditional use and a more detailed justification as to how each criteria is being met, not simply that the criteria will be met.  
**Response:** *See enclosed justification statement.*
- 3. Mural:
  - a. The application includes a proposal for a mural. Include the proposed location of the mural on the elevations, provide a colored rendering of the mural, and provide a complete mural removal agreement, found here:  
<https://lakeworthbeachfl.gov/download/mural-removal-agreement/>  
**Response:** *Acknowledged. Agreement shall be provided once mural has been fully designed and after the transfer of ownership. A placeholder location has been identified on the master sign plan and depicted on west building elevation.*
- 4. Sustainable Bonus Incentive Program:
  - a. Each benefit counted towards the Sustainable Bonus Incentive Program (SBIP) should be a listed benefit from LDR Section 23.2-33(d)(1). Within the SBIP improvement valuation table, list the category of each benefit being provided.  
**Response:** *See revised table on SP-1.*
- 5. Site Plan:
  - a. Indicate the portion of ROW that will be included in the project and label the utility easement. Reflect the new calculations in the site data table (include the portion of ROW in the lot area).  
**Response:** *This area has been cross hatched and noted on the site plan. And approximate area has been provided in the site data table. The site calculations are based on the actual lot area exclusive of the ROW improvements being proposed by Applicant.*

**The Bohemian  
Site Plan Review Team Comments  
Page seven**

- b. Per LDR Section 23.3-19(d)(3)(B)(1), the required side setback for properties in the TOD-E zoning district is 10 feet from the street. The parking garage is shown to be three feet from the east property line along East Coast Street. Additionally, the covered area to the east of the "Uber Lounge" appears to encroach into the side setback. Provide justification for a waiver to that section of the Code as part of the PUD application.  
**Response:** *See enclosed justification statement.*
- c. The north commercial building and the parking garage appear to be accessory structures, as they do not share a roofline with the primary building. LDR Section 23.3-19(d)(9) states that all accessory structures shall not exceed forty 40% of the gross floor area of the principal structure. Additionally, the definition of an accessory building states that such buildings must maintain the same setback or greater from public streets as the principal structure and may not be constructed between any principal structure and a public street right-of-way. The parking garage has a smaller setback than the principal building, and the north commercial building is located between the principal building and Lake Avenue. Provide justification for a waiver to all applicable sections of the Code as part of the PUD application.  
**Response:** *See enclosed justification statement.*
- d. Update the site plan to show building footprints and general use areas. The site plan should not include the first floor interior plans of the building.  
**Response:** *Site plan revised as noted in comment. See Sht SP-1*
- e. Are you proposing any perimeter treatment such as fences or walls? If so, show the proposed location, height, and material on the site plan.  
**Response:** *Yes..See SP-1 for proposed locations and respective heights and materials*
- f. Show the location of a sound wall and/or security walls and fencing on the site plan, include in the resubmittal height, location, and material of all proposed walls and fencing.  
**Response:** *Noted. See response in comment 5e above*
- g. Show the location and setbacks of all mechanical equipment. Note that per LDR Section 23.4-21, all roof mounted mechanical systems shall be screened from adjacent properties. Therefore, if the mechanical equipment is on the roof, a roof plan will need to be submitted and show details of how the proposed rooftop equipment will be screened.  
**Response:** *see roof plan for proposed locations of rooftop equipment. A note has been added to all elevations sheets stating that all rooftop equipment shall be screened by public view. The equipment is located towards the center of the building and with the use of the varying parapet heights and tower elements, they will provide sufficient screening of rooftop condensing units and R.T.U (roof top units).*

**The Bohemian  
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- h. Provide a specific breakdown of the lot coverage (e.g. lot coverage for walkways, parking area, buildings, etc.)  
**Response:** *a breakdown has been provided*
- i. Clearly delineate open space versus impermeable surface on the site plan. Show all proposed and future lot coverage. It appears that both the proposed building and total impervious surfaces (including buildings) may exceed the maximum allowance of 50% and 65% coverage respectively.  
**Response:** *see revised data table*
- j. Is any impervious surface being proposed within the future pedestrian plaza?  
**Response:** *Future pedestrian plaza has been removed from this application until the train stop is built, the applicant will use it as private programmed outdoor amenity space such as outdoor fitness area and dog park.*
- k. Show the location of all existing and proposed fire hydrants on the site plan.  
**Response:** *Existing fire hydrants are shown on the site plan and preliminary engineering plan. There are no proposed fire hydrants as we anticipate the existing fire hydrants satisfactory for structure coverage.*
- l. Height appears to be inaccurately measured and labeled on the elevations.  
**Response:** *Building height has been labeled correctly. See revised elevations.*
- m. Adjust site data table to reflect the accurate parking requirements. Per LDR Section 23.4-10, one-bedroom units require 1.5 spaces per unit, two-bedroom units require 1.75 spaces per unit, retail requires one space per 500 net square feet of space, and restaurant requires one space per 250 net square feet of space (including kitchen and seating areas). Regardless, it appears the parking requirement is met.  
**Response:** *parking table has been updated*
- n. The rendering shows a sidewalk café. Indicate the location of sidewalk café on the site plan.  
**Response:** *The applicant has not yet determined the commercial use; the rendering was merely a graphic representation of one potential use for that space. If a sidewalk cafe will be integrated by a future retail tenant, applicant shall provide such details on the site plan at that time.*

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6. Urban Design:

- a. Per page 26 of the Major Thoroughfare Design Guidelines, parking structures shall be designed to be aesthetically important elements that blend in the surrounding context. Additionally, per page 27 of the Major Thoroughfare Design Guidelines, all structure parking garages must minimize the appearance of expansive blank walls along the ground floor through architectural features and landscaping. Therefore, consider a living wall or another design element on the east façade of the parking garage, facing South East Coast Street.

***Response:** Please refer to revised garage elevation of garage facing South East Coast Street. Additional accent colors have been added to the garage facade. Elevations also show cathedral oaks along the whole facade of the garage that will screen the garage for at least 2 1/2 floors.*

- b. Renderings should reflect the existing built condition on adjacent sites with a second rendering showing the future built condition on the adjacent site (train station).

***Response:** Renderings have been removed from this resubmittal.*

7. Landscape:

- a. Per page 32 of the Major Thoroughfare Design Guidelines, new street tree shall be of sufficient size and scale to surrounding buildings and the Major Thoroughfares.

***Response:** Street Trees are acceptable under the Lake Worth Major Thoroughfare Design Guidelines.*

- b. Refer to the City's recommended tree palette on page 88 of the Major Thoroughfare Design Guidelines. The tree palette is intended to provide guidance for tree species for planting areas adjacent to the City's thoroughfare corridors. In the planting areas along Lake Avenue, incorporate trees from the City's tree palette. A minimum of one (1) of the preferred shade trees from the tree palette should be included in the planting area adjacent to the Lake Avenue right-of-way. The preferred shade tree for the corridor is the Japanese Blueberry (ELAEOCARPUS DECIPIENS).

***Response:** (5) Japanese Blueberry trees have been added along Lake Ave. Date Palms along Lake Avenue are also on the recommended tree palette on page 88 of the Major Thoroughfare Design Guidelines*

- c. Per page 43 of the Major Thoroughfare Design Guidelines, pedestrian walkways should be protected from excessive sunlight through use of recommended shade trees.

***Response:** Pedestrian walkways are protected from excessive sunlight through the use of recommended shade trees*

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8. Signage:
- a. Per LDR Section 23.5-1(9), all proposed mixed use project must include a unified master sign plan. Please submit details on the size, color, and style of all proposed signage on the building. Please note that per page 50 of the Major Thoroughfare Design Guidelines, a master sign program shall provide a standard size, color, material and placement of signage to ensure a unified aesthetic. Letter-type signs with individual letters that are affixed to the building exterior are encouraged over “boxy” signs. Additionally, per page 30 of the Major Thoroughfare Design Guidelines, incorporate wayfinding signage to improve safety through accessibility, connectivity of spaces and functions and orientation.
- Response:** refer to SP’1 for location of building signage. Way finding signage shall be permitted separately and style shall compliment the font style presented in this submittal*

**Urban Design:**

William Waters (561) 586-1634 | [wwaters@lakeworthbeachfl.gov](mailto:wwaters@lakeworthbeachfl.gov)

1. Architecture is a clean contemporary example of a mid-rise residential building.
2. Building appears to meet Major Thoroughfare Design Guidelines.
3. Location and sizes of murals will need to be established.  
***Response:** Acknowledged*
4. Sustainable bonus requirements and values will need to be verified.  
***Response:** Acknowledged. See revised sustainable bonus table.*
5. Number of workforce units and types needs to be verified.  
***Response:** The number of workforce units shall be in accordance with the agreements of the CRA, county and the city.*
6. Landscaping appears to be a little thin but likely meets code.  
***Response:** Landscaping might appear thin because Tree and shrub plans are separate, but much more landscaping is provided than required.*
7. Proposed building comes into the formerly abandoned right of way of 1st Avenue South. Need to verify exact location of any underground utilities.  
***Response:** Additional survey was performed and is included in this resubmittal. The only known existing utility is the existing drainage line which is connected to surveyed inlets. Per the survey, record drawings, and atlases it does not appear there will be a conflict between existing utilities and proposed buildings.*

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8. Parking garage architecture requires some decorative attention. Needs a colorful paint scheme.  
**Response:** *Garage design has been enhanced.*
9. Accessory commercial building location along Lake Avenue presents a nice street face, but would be well served to have awnings. Entrances to the building must have overhead protection from weather per Major Thoroughfare Design Guidelines.  
**Response:** *Eyebrows and/or awnings have been added to commercial building along Lake Avenue as well as an entry canopy over the entry points into each of the buildings (residential and commercial)*
10. Pedestrian plaza on corner is a solid design feature. **NOTED**
11. Covered trellis between apartment building and garage appears too light and delicate architecturally to serve as the connection between the structures. It also should be wider by 18". Columns appear in elevation that are too close together to adequately allow access to pedestrian plaza. What is the overall height of the trellis? Could a mobile food truck access the plaza for a special event?  
**Response:** *Covered trellis design has been redesigned. Height has been depicted on elevation.*
12. Unit mix, sizes and floor plans are very marketable. Washer/Dryer closets could be a bit wider to allow for mops, brooms, vacuum or other items.  
**Response:** *Acknowledged. Applicant is still fine-tuning interior layouts.*
13. Colors on building could be more bright lively and artsy. Beige brown and tan are not exactly complimentary of the Lake Worth Beach artsy vibe and culture.  
**Response:** *See revised elevation color palette. The beige brown has been eliminated.*
14. Renderings do not all match site plan and architectural plans.  
**Response:** *Renderings were meant to be an artistic representation of the intended design to provide a look and feel for the project. The applicant is still fine-tuning the details but will maintain the "look and feel" presented in this application. Please refer to the elevations as the most current design.*
15. First floor shown on site plan does not match first floor plan page. Some areas have conflicting labels.  
**Response:** *Labeling has been coordinated.*
16. 7th Floor open terrace has a poorly design trellis. Column spacing is odd.  
**Response:** *Column spacing is aligned with structure of building below. The intent of the trellis was to keep it light and "airy" and to provide an opportunity hang cafe lights and partial screening from the elements.*

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17. Vertical massing elements on main façade could be a couple of feet higher.  
**Response:** *applicant has provided multiple parapet heights to provide a varying roofline. The highest a parapet can project with having to provide additional structure to support it, is 8'; there applicant respectfully declines increasing parapet heights due to cost implications.*
18. Height datums on elevations are incorrect. Is the top of the parapet really at 94'-0"?"  
**Response:** *elevation tags have been updated. The height to the top of the highest parapet is 77'-6" as measure from the finished floor.*

**Public Works:**

Felipe Lofaso | (561) 586-1720 | [flofaso@lakeworthbeachfl.gov](mailto:flofaso@lakeworthbeachfl.gov)

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 Services 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 Services.
3. Prior to the issuance of a building permit, the following shall be addressed:
  - a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a building permit, the applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.  
**Response:** *Acknowledged. There are no anticipated permits required for LWDD. A SFWMD Environmental Resource Permit or a FDEP 10-2 Certification will be obtained.*
  - b. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.  
**Response:** *Noted and shall be provided at time of building permit*
  - c. The applicant and the City shall agree on the required right of way improvements on East Coast Street to be designed and constructed by the developer. The City has agreed to contribute \$250,000 to the developer for the construction of related "Streets" improvements. The City is currently in the process of working with the Transportation Planning Authority on a grant to fund the full roadway improvements on East Coast St and South H Street. If awarded the grant, the funds will be available for construction in 2023. Improvements shall be inclusive of roadway reconstruction, on-street parking, sidewalks, street lighting, bulb outs, and site furniture.  
**Response:** *Acknowledged*

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- d. The applicant shall identify the trash and recycling area dimensions and provide a statement regarding the intended collection method (front load dumpster service, compactor service, rolloff box, etc.). City Solid Waste collection services via front load dumpster require the ability to access the site without having to exit the truck and maneuver dumpsters or containers.

***Response:** Solid Waste is provided at the ground floor loading area where the air-conditioned trash room is located. A small compactor at the trash chute will store compacted trash in multiple 3 cu. yd. containers that will be wheeled out the pull off area by building maintenance for City Solid Waste services to front load onto truck.*

4. Prior to the issuance of a certificate of occupancy (CO), the following shall be addressed:
- a. The Applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements are in the same condition as prior to construction.
  - b. The applicant shall fine grade and sod all disturbed areas with Bahia sod.
  - c. The applicant shall broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
  - d. 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.  
***Response:** Acknowledged for a. through d. Contractor shall fine grade and sod disturbed areas with Bahia sod. Note has been added to L2 and L3.*
5. 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.  
***Response:** Acknowledged.*

**Utilities Water & Sewer:**

Giles Rhoads | (561) 586-1640 | [grhoads@lakeworthbeachfl.gov](mailto:grhoads@lakeworthbeachfl.gov)

1. Prior to site plan approval, the Engineering plans shall be amended as follows:
- a. The submittal needs to include the stormwater management system. The development shall ensure on-site containment of stormwater based on the three-year, one hour design storm event or 2.6 inches of precipitation. Submittal should include the geotech data required to support these drainage calculations.  
***Response:** Please see enclosed preliminary drainage calculations to supplement the drainage system in the preliminary engineering plan. A geotechnical report has not been prepared for the site at this time.*
  - b. Provide a drainage statement from a registered FL engineer regarding floodplain management provisions for water quality and quantity.  
***Response:** Please see enclosed drainage statement regarding floodplain management provisions for water quality and quantity.*

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- c. Show existing Stormwater mains that cross the property east to west at 1<sup>st</sup> Ave S. Design of the foot bridge shall provide sufficient clearance between the support piles and these existing utilities. The easements over these utilities shall be shown on the plans, if not present then an easement must be recorded with this project.  
***Response:** The existing City maintained stormwater main that crosses the property is shown in the preliminary engineering plans. The foot bridge has been removed, however a trellis is proposed. Since the existing stormwater main is not located in the existing 30' utility easement, a 20' drainage easement is proposed centered over the existing stormwater main. The existing 30' utility easement is proposed to be abandoned since no known utilities are located within it. A minimum of 16 feet of clearance between support piles, centered over the existing drainage pipe, will be provided.*
- d. Provide a section detail at each property line from back to of building or curb to property line. Please ensure that these open spaces are meeting the City's policy of containing the 3 year – 1 hour storm event.  
***Response:** Please see enclosed section details on the preliminary engineering plan set*
- e. Provide an Erosion Control plan and with the BMPs and NPDES compliance practices for the project site.  
***Response:** Please see enclosed erosion control plan.*
- f. Submittal needs to include a conceptual sewer plan. Plan should incorporate grease traps and sized per the F.A.C 64E.  
***Response:** Please see enclosed conceptual sewer design as part of the preliminary engineering plan*
- g. Provide a conceptual layout of the fire protection mains and hydrants.  
***Response:** Please see enclosed conceptual fire protection design as part of the preliminary engineering plan. The parking garage and 7 story building each depict a fire line and double detector check valve.*
- h. Applicant will need to clean and add an internal liner to the sewer main from MH 396 to MH 398 approximately 430 LF in East Coast Ave. Laterals not in use, that would be associated with this property, must be capped at the main. Sewer report attached.  
***Response:** Acknowledged. A label was added on the existing sewer main to be cleaned and lined.*
2. Prior to building permit approval, The Engineering submittal shall include the following:
- a. At time of engineering submittal provide a full drawing set the proposed drainage, Calculations, and any permits or permitting information from SFWMD and LWDD.  
***Response:** Acknowledged, calculations and permits from the requested entities will be provided during the Engineering review process.*

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- b. Add all structure and conflict information on the plans.  
***Response:** Acknowledged, will be provided for the Engineering submittal.*
- c. Complete water, sewer and drainage plans showing proposed pipe sizes, materials, structure sizes, utility crossing elevations, hydrants, manholes, as well as all pertinent site elevations.  
***Response:** Acknowledged, preliminary information is currently depicted.*
- d. Proposed water mains shall have a minimum depth of 36 inches.  
***Response:** Acknowledged, a label for this was added to the preliminary engineering plans and will also be provided for the Engineering submittal.*
- e. Show potable and irrigation service line/s up the meter and backflow RPZ device/s.  
***Response:** Acknowledged, will be provided for the Engineering submittal.*
- f. Show water & sewer services, drainage structures, and storm-mains on landscape plan. Confirm minimum spacing between landscape and services per Public Services Detail 23, Typical Tree with Root Barrier.  
***Response:** Utilities were added to the landscape plan with appropriate spacing. Water & Sewer Services, drainage structures, and storm-mains have been added to the landscape plan.*
- g. Fire-flow calculations based on a recent hydrant test. Contact Pedro Segovia with Palm Beach County at [psegovia@pbcgov.com](mailto:psegovia@pbcgov.com)  
***Response:** Acknowledged, will be provided for the Engineering submittal.*
- h. On site Water and/or Sewer utilities will require a dedicated 15-foot utility easement.  
***Response:** A 15' easement will be added for City maintained water. There are no proposed sanitary mains, just laterals, therefore no easements are provided for sewer.*
- i. Provide a copy of FDOT utility permit for any work within Lake Ave.  
***Response:** Acknowledged, if applicable.*
- j. Signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.  
***Response:** Acknowledged, will be provide for the Engineering submittal.*
- k. Provide geotechnical information for the determination of the hydraulic conductivity of the soil, and groundwater elevation.  
***Response:** No geotechnical report prepared to date. Currently, the water table and hydraulic conductivity used in the drainage calculations is from SFWMD permit 11126-E, a neighboring site.*
- l. An Erosion Control plan and with the BMPs and NPDES compliance practices shall be provided for the project site.  
***Response:** Acknowledged, will be provided for the Engineering submittal.*

**The Bohemian  
Site Plan Review Team Comments  
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- m. Engineering plans shall include cross-sections along each property line and with grading showing the design storm (3 yr, 1 hour (2.6")) runoff being maintained on site.  
**Response:** *Acknowledged, will be provided for the Engineering submittal.*
  - n. Provide existing and proposed site grades.  
**Response:** *Acknowledged, will be provide for the Engineering submittal.*
  - o. Indicate vertical datum on all plan drawings with grades.  
**Response:** *Acknowledged, the vertical datum (NAVD88) is listed on the preliminary engineering plan and will also will be provided for the Engineering submittal.*
  - p. All applicable City of Lake Worth details.  
**Response:** *Acknowledged, will be provide for the Engineering submittal.*
3. Prior to the issuance of a building permit, capacity fees for water and sewer shall be paid in full in accordance with the current City Ordinance.  
**Response:** *Acknowledged.*
4. Prior to a Certificate of Occupancy (CO), a Bill of Sale for the pubic water and sewer mains shall be recorded.  
**Response:** *Acknowledged.*

**Lake Worth Beach Community Redevelopment Agency (CRA):**

Chris Dabros | (561) 493-2250 | [cdabros@lakeworthbeachfl.gov](mailto:cdabros@lakeworthbeachfl.gov)

- 1. Only a portion of PCN:38434428440010000 is being used. Project site would need to be replatted appropriately.  
**Response:** *Acknowledged.*
- 2. Are the pool and amenities (fitness room) are on the ground level?  
**Response:** *Yes*
- 3. Will there be a security wall or fence with vegetation between the property and the FEC RR ROW?  
**Response:** *yes, see sheet SP-1 for notations*
- 4. Please consider some sort of short overhangs or awnings on the retail building along Lake Avenue to protect patrons from the weather.  
**Response:** *see revised elevations of commercial. Canopies and/or awnings have been added where appropriate*
- 5. Site plan shows the Lake Avenue retail building on west side nearer to the RR tracks but the renderings show the retail building on the east side and the plaza closer to the RR tracks.  
**Response:** *rendering has been updated to show the commercial building as depicted on the site plan.*

**MSA ARCHITECTS, INC.**  
ARCHITECTURE & PLANNING  
8950 S.W. 74TH COURT  
SUITE 1513  
MIAMI, FLORIDA 33156  
305/273-9911  
AAA C000895

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6. It may be quite a long time before we get a train station. What is being built/placed in the 'future pedestrian plaza' between the garage and the apartments prior to the construction of any railroad station?

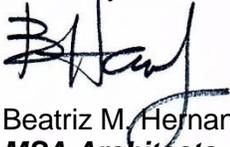
***Response:** Outdoor amenity green open space to include an outdoor fitness area and dog park for residents.*

7. The building plans do not include the first story of the apartment building or the parking garage.

***Response:** See Sheet A2.0*

Should you have any questions or comments please do not hesitate to call me.

Sincerely,



Beatriz M. Hernandez, Partner & Director of Design  
**MSA Architects, Inc.**

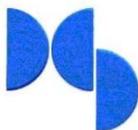
enclosures

**The Bohemian Public Safety / CPTED Plan  
May 1, 2020**

**Description of Public Safety Report/CPTED Principles as they apply to this project:**

**CPTED PRINCIPLE #1 NATURAL / MECHANICAL SURVEILLANCE**

- There are windows and glazing in the retail/commercial spaces and apartment building on all four sides. Residents, customers, and employees, and guests can observe visitors entering from the street into the lobby entrances and parking garage.
- The lighting plan is providing excellent illumination to the exterior of the buildings, the under building garage, the exterior walkways and public spaces, and vehicular entrance for good visibility and accountability.
- Video surveillance, and smart video analytics will be placed around the entranceways into the garage, stairwells, and lobby foyer. The video surveillance system will be recorded and announced with warning signage that the property is under video surveillance.
- Design out any potential landscaping and lighting conflicts in order to avoid existing or future obstructions to natural or mechanical surveillance.
- Design out existing or potential concealment ambush points.
- Ensure electronic surveillance cameras and monitors are strategically located for maximum active and passive observation. Sight “cones” are indicating comprehensive coverage.
- Ensure all cameras are strategically placed so they will not be obstructed by the growth of existing, or installation of future landscaping.
- All exterior building entrances, exits including service doors must have surveillance camera coverage.
- Strategically plan the monitoring system to avoid obstructing the clear surveillance sight lines of front desk employees, or management staff that are passively monitoring, or security personnel operating the surveillance cameras. Place the monitors in the most advantageous location for maximum viewing such as in the front desk area, rather than locked away in an office, where they are not usually viewable or of any help in an immediate emergency.
- Any potentially vulnerable areas that cannot be covered by electronic monitoring, should be either viewable via natural surveillance, or checked frequently by employees/staff.
- All management/ security office doors must have a surveillance monitor, reinforced security glazing, or a 180 degree wide angle ‘peephole’ door viewer, enabling the occupants to view who is outside the security safe room door.



## **The Bohemian Public Safety / CPTED Plan**

### **Page two**

#### **Trash Rooms/ Dumpster: Natural Surveillance and Security Strengthening**

- To deter loitering by trespassers, illegal dumping and a concealment/ ambush point for criminals, dumpster enclosures that also have a pedestrian access entry passageway in addition to swing gates must include all of the following on both the swing and pedestrian gates:
- Provide a robust locking mechanism such as a throw bolt with a padlock for example rather than only a vulnerable chain and padlock.
- Bottom gate clearances must be 8" above the ground, for viewing a persons underneath.
- If there is a pedestrian passageway into the dumpster enclosure, it must have the lockable gate.
- Dumpster area must have a vandal resistant/ proof motion-sensor security light to illuminate the area when in use between sunset and sunrise.
- Dumpster should have bollards at the corners to protect the enclosure from a garbage truck backing into it and damaging the dumpster.

#### **CPTED Lighting Standards: Natural Surveillance**

- The lighting plan includes a comprehensive detailed description in Narrative Plan of how CPTED lighting standards will be addressed at this specific site.
- All Structures shall have installed vandal proof/ resistant motion-sensor security alert lights over all exterior doors and overhangs including main, garage, storage doors, sheds, etc.
- Security motion sensors are very effective in capturing an intrusion and creating the perception by the intruder of being discovered, therefore these should be utilized in strategically targeted areas after careful consideration, especially any building design feature area that has an overhang that would attract loiters and trespassers who use these areas for concealment, ambush, sleeping, urinating, etc.
- Lighting should usually be primarily concentrated at gateways, doorways and windows; it should not over-illuminate or create shadows or sky glow/light pollution.
- To enhance security, use carefully focused bright soft lights with shielded fixtures to eliminate glare and undesirable light pollution trespass.
- Adequate soft lighting is preferable to spotlights so as not to 'blind 'desirable users and make them prone to surprise hazards such as an ambush. With soft bright lighting the field of vision is greatly extended.

#### **Doors, Windows, Overhangs, Fences, Etc.: Security Strengthening, Natural Surveillance and Access Control, Burglar Alarms**

- Install either a reinforced security window or a 180-degree wide-angle door viewer on all exterior doors including garage, service doors, etc., to provide opportunity to monitor and observe exterior and also to avoid being ambushed upon exiting. This also provides an opportunity to visually identify and screen visitors in the event of an attempted criminal ruse entry.
- Any future fencing/gating should be CPTED oriented such as metal railing 'see-through 'to maintain critical Natural Surveillance.

## **The Bohemian Public Safety / CPTED Plan**

### **Page three**

- Fences should limit or not have easily accessible horizontal bars, that could be used for climbing, and breaching any security fencing. Use narrow spacing to prevent footholds.
- Do not block the Natural Surveillance benefit of 'see-through' fencing by placing high hedges in front of it. Any landscaping in front of fencing should be low ground cover with a maximum height of 2 'to 2.5 'feet.
- Burglar/ Security Alarms must be installed at any facility offices, wherever sensitive identification documents or electronic files, including tenant or association financial information are stored. Alarms must be activated whenever all personnel are out of the building offices.
- Costly equipment such as ground floor exterior air conditioning units, must be clearly and permanently marked, and serial numbers and photos stored, for criminal investigation. This identification information must be readily available in the event of a theft or burglary, to help law enforcement try to quickly track and recover the stolen items.

### **CPTED PRINCIPLE #2 NATURAL ACCESS CONTROL**

- Accomplished by having attractive fencing, and low concrete walls on the boundaries as per the site plan. The East boundary will have a precast wall and parking garage shielding the project from the railway. The West boundary will have a decorative Fencing between the garage and residential building. The North and South boundaries of the residential courtyard will have a 6' high aluminum picket fence.
- A vehicular gate entrance into the parking garage on level 2 will create access control for residents from the City parking levels, and will be under video surveillance.
- There will be video surveillance at the building entrances and at public "city" parking levels. A video intercom and resident call system will be used at pedestrian entries. The front doors will be electronically locked and functionally integrated with the intercom system. Residents will have electronic access control to the front doors, the garage entrance door, the stairwells, and the trash/ garbage room.
- Motion activated sensors and surveillance cameras may be used on the perimeter boundaries, and the parking areas, and activity areas to detect movement and record any activity, in what should otherwise quiet, except building residents and their guests.
- Note: Video surveillance system should be a fixed lens, and preferably not pan, tilt and zoom, that have weather proof and vandal resistant covers.

### **Key Security: Access Control and Security Strengthening**

- Key control security system – A secured key control container used by management and security staff. Avoid identification of specific location of key storage safe to the public.
- A camera should monitor this key storage area.

### **Parking Lot and adjacent access perimeters:**

- Comprehensive parking garage area surveillance camera coverage/ capture. Sight "cones" of camera views will be studied.
- Post signage in parking areas forbidding vehicles, other than owner's/ authorized guests/ employees, to park and loiter in private parking lot.

## **The Bohemian Public Safety / CPTED Plan**

### **Page four**

- Post towing sign, and enforce tow away policy consistently, concerning non-resident/ non-authorized guests, and abandoned vehicles.

Access Control for Multi- Family Properties: Limit property and building access points, and entrances. Public access points should channel guests through the fewest entry points possible. For required fire exits, make them emergency 'exit-only' alarmed doors whenever possible.

### **CPTED PRINCIPLE #3 TERRITORIAL REINFORCEMENT/BOUNDARY DEFINITION**

- Ground planting and hedges should be less than 2'-6" feet, and tree canopies over 8 feet to allow clear zone of natural surveillance for police to be able to have un-obscured sight around the perimeter and into the property.
- Design in Dense, low-profile and/or harsh thorny like non-obstructive (maximum height 2'-2'-6" feet) landscaping plantings in any vulnerable areas, such as under windows, around fencing or walls, and remote property lines. These climb resistant plantings serve as a deterrent to loitering activity, trespassing, and to deny any concealed staging, and ambush opportunity for potential criminal activity.

### **CPTED PRINCIPLE #4 MAINTENANCE**

- Tree canopies should be maintained clear under 8 feet, with a tree trunk that is six inches in diameter or greater.
- The exterior border wall along the building perimeter, and public path of travel, should be treated with a graffiti resistant resin to prevent vandalism.
- Lighting luminaires will be energy efficient LED fixtures that require little or no maintenance.
- Maintain 2 – '2'-6" foot maximum height for all hedges, bushes, low plants, and ground cover.

### **CPTED PRINCIPLE #5 ACTIVITY SUPPORT**

- This apartment building will be operating 24 hours a day and have residents using the building on a continual basis, and provide eyes on the street.
- Ground rules will be clear and visible and spell out clearly the rules of legitimate activities on the property, as well as having the required posted signage for unauthorized access and trespass.
- The activity support from having a number of residents living on the site around the clock is the strongest deterrent to crime on and around the property.
- The residents serve as capable guardians of the property and can challenge trespassers and call police for quick response.

### **GENERAL DEFENSIBLE SPACE NOTES:**

- The site plan is proposing vehicular parking gates, and lobby pedestrian access control, warning and ground rule signage, site video surveillance, LED site and garage lighting, which will provide for a safe and secure living environment for the property.

## **The Bohemian Public Safety / CPTED Plan**

### **Page five**

#### GENERAL PROPERTY NOTES:

- 18"x24" Sign – Lake Worth Beach/Palm Beach County – No Trespassing signs to be used with proper State Statute references, and enforced by the appropriate law enforcement agency.
- Security Cameras are recommended to fully view all parking areas and building entrances and pedestrian paths of travel.
- The building Wi-Fi system, will be encrypted and password protected. An open Wi-Fi system will attract non-legitimate users to loiter and use the open free Wi-Fi.
- All exterior water sprockets shall have a locking device on it, in order to prevent unauthorized users from using the water and or hoses for inappropriate or illegitimate uses. Ensure all exterior water outlet spigots have a secure locking cap to deny unauthorized use by vagrants, etc. who loiter and trespass to wash there bodies and clothes.
- All exterior electrical sockets shall have a locking device places on a closable cover to prevent unauthorized use by illegitimate users. Ensure all exterior electrical power outlets have a lock or power secure internal cutoff switch to deny unauthorized use by vagrants, etc. who loiter and trespass to charge their mobile phones, etc.
- Any publicly accessible seating benches or platforms shall be designed with intermittent railings to deter loitering/ sleeping by vagrants/ trespassers. An example would be to incorporate individual seating on a bench by including arm bars between designated single seating positions. Large horizontal platforms should incorporate an anti-loitering/ sleeping design feature.
- Bike storage racks are placed close to the main access doors providing convenience and maximum natural and electronic security surveillance.
- Exterior A/C condenser equipment must have enhanced security-strengthening features such as an A/C In-line alarm, One-Way Tamper Resistant Screws, A/C Security Cage or other adequate protection if located at grade.
- Anti-vehicular impact traffic safety bollards and large heavy planters shall be ‘scattered ’along entranceways and sidewalks in an irregular pattern in an effort to prevent vehicle intrusion in higher volume pedestrian areas. A large heavy obstacle such as these can help to disable and take out a vehicle and secondary obstacles can help impede it from continuing to roll on and causing continuing damage.
- Address Emergency Radio Signal Ordinance to ensure Law Enforcement can operate unimpeded within the structure if deemed necessary.
- ShallProvide an Emergency Access Method/ System to Law Enforcement, as we do not have access to a Fire Rescue Knox Box in the event of a law enforcement/ criminal incident inside the facility. To ensure unimpeded emergency access to a Sheriff’s Office Emergency Response, the entry access system must be able to dial 911 for emergency alert and access. Install a telephone/ video intercom paging safety and security access control system at the normal entry/ exit doors/ or security gate. Include an emergency alert/ alarm in the event of any emergency for example a forced entry intruder/ robber/ or a walk or drive up medical emergency event just outside the door.

End of the Bohemian Public Safety /CPTED plan.



## Wilkinson Hi-Rise

*A WHR Holdings Company*

3/5/2020

**VALERIA MASTRAPA**  
**DESIGN MANAGER**



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**Re:** The Bohemian - Lake Worth

The project has 200 units and will incorporate the use of one waste chute with Qty.1 Wilkinson Hi-Rise 400- C5 Compactor for waste and Qty. 1 Wilkinson Hi-Rise 400- C5 ground floor thru-wall compactor for use by ground floor residents. Recycling will be address using a ground floor recycling area using thru-wall doors with 50 gallon recycling containers. Residents will bring their recycling via elevator to ground floor recycling area for drop off. The building is designed around the equipment and will accommodate the 400-C5 Compactors with 2-yard containers for waste. The building will be service 5 days a week for waste. Waste pick up Qty.4 2yd compaction containers, Recycling will be service 2 per week, pick up Qty.4 2yd containers.

The equipment will meet the city recycling ordinance as well as handle the volume of solid waste for the project. (See attached drawings).

If you have any questions or concerns, please give me a call at (954) 342-4400.

*Michael F. Bracken*

Michael F. Bracken  
President

The Bohemian will require Conditional Use approval due to the additional height of the building as part of the Sustainable Bonus Incentive Program. Pursuant to Section 23.2-29 of the Land Development Regulations of the City of Lake Worth Beach (the "LDRs"), conditional uses are uses that are generally compatible with the permitted uses in a zoning district, but that require review to ensure appropriateness and compatibility, as well as to prevent or minimize potential adverse impacts to the surrounding area.

With respect to the proposed development, the approval of the conditional use would be in harmony with the LDRs and compatible with the neighborhood. Specifically, the development meets the requirements of Section 23.2-29.d of the LDRs related to harmony and protection of the public interest as follows:

1. The Conditional Use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the Future Land Use Element, are most likely to occur in the immediate area where located.

The property is in an area with many properties zoned Transit Oriented Development- East (TOD-E). The property is surrounded on three sides by the TOD-E zoning district. It is also on the edge of the Artisanal Industrial (AI) zoning district. The Future Land Use designation for the surrounding area is Transit Oriented Development- TOD.

The uses most likely to occur in the area under these zoning and future land use designations are mixed use developments, low intensity commercial, retail, office, and commercial uses, as well as uses that encourage arts, entertainment, and cultural activities.

The proposed development will be in harmony with these uses that are likely to occur. It will be a mixed-use development that fits into the neighborhood currently and will fit within the planned future uses as well. The Conditional Use will allow for greater height, but the development itself would otherwise be a permitted use. The additional height does not change the fact that the development is in harmony with the uses most likely to occur in the future in this area.

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

The proposed mixed-use development will bring new residents to an area where the existing neighboring uses include offices, industrial structures, and commercial buildings. Specifically, neighboring uses include several office buildings, a tile warehouse, a funeral home, some vacant land, a roofing contractor, a pre-owned merchandise store, an auto parts lot, and a commercial building.

With the addition of this mixed-use development, the existing uses will be able to continue without harm from the proposed development and will also be encouraged toward improvements on their own sites.

The Conditional Use will allow for greater height. The development with the added height remains in harmony with the existing uses to the same extent as the development that would be permitted by right.

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

Uses permitted by right include mixed use developments and the type of uses that make up the proposed development. The conditional use approval will allow additional residents and additional parking. This will benefit the public by bringing additional people to the area who will patronize local businesses and add to the vibrant community. The neighborhood will benefit from this change.

Specifically, the addition of the extra three stories will allow for up to eighty-nine (89) additional units and up to one hundred and forty-four (144) accompanying additional parking spaces, which will be within the allowed density.

4. The Conditional Use exactly as proposed will not result in more intensive development in advance of when such development is approved by the Future Land use Element of the Comprehensive Plan.

As discussed above, the proposed development is a mixed-use development of the type permitted by right under the zoning and future land use classifications. The Conditional Use approval would allow for additional height of the property. The Future Land Use Element provides for additional height in TOD-E under the Sustainable Incentive Bonus Program.

The proposed development is in harmony with Objective 1.2.2 of the Future Land Use Element, which details the objective of compact, sustainable urban development. Specifically, this objective calls for concentrating more intensive growth within areas such as TOD districts.

Likewise, the proposed development fits within Objective 1.2.3, which discusses the establishment of incentives to support compact, sustainable, community oriented development such as The Bohemian. These programs are in place in order to encourage this type of development at the present time. Accordingly, the proposed Conditional Use does not result in more intensive development than what is approved under the Future Land Use Element.

The development also meets the specific findings requirements for conditional uses detailed in Section 23.2-29.e of the LDRs as follows:

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

As discussed above, the Conditional Use is required due to the additional height permitted by the Sustainable Bonus Incentive Program. The difference between the development permitted by right and the development permitted under the Conditional Use approval through the Sustainable Bonus Incentive Program will not be significant. Please see the enclosed Traffic Concurrency Letter from Palm Beach County.

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

The Conditional Use approval will allow for additional height. The changes will not cause a significant impact on traffic as compared to the development which would be permitted by right.

3. The proposed conditional use will not produce significant air pollution emissions.
4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.
5. The proposed Conditional Use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost than would result from development permitted by right.

The development will utilize existing Lake Worth Beach Utility lines adjacent to the project with boosters to alleviate any unnecessary size increases. In addition, Utility Impact fees are paid to the City to add additional capacity to the treatment plants and offset any impacts by the proposed development. Drainage infrastructure will be designed to meet the City's code criteria and the requirements of the Florida Department of Environmental Protection.

6. The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services.
7. The proposed Conditional Use will not generate significant noise. It will meet all the requirements and stipulations set forth in Section 15.24 – Noise Control.
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.

Additional requirements.

1. Any outstanding code enforcement fees and fines related to the project site will be paid.
2. Any previously imposed conditions of approval for the use at the site will be met.

The Bohemian requests waivers from the following sections of the City of Lake Worth Beach Land Development Regulations:

- Section 23.3-19(b)(2)
- Section 23.3-19(d)(3)(B)(1)
- Section 23.3-19(d)(9)
- Section 23.4-4(e)(1)
- Section 23.3-19(d)(6)
- Section 23.3-19(d)(7)

Below is a justification statement for each requested waiver.

### **Section 23.3-19(b)(2), Minimum Living Area**

Per LDR Section 23.3-19(b)(2), the minimum living area for a one-bedroom unit in a multifamily development in the Transit Oriented Development East (TOD-E) zoning district is 600 square feet. The Bohemian proposes to offer junior one-bedroom units at a size of 512 SF.

As depicted the unit plan, the junior one-bedroom units are designed to make efficient use of space. All necessary living, sleeping, and bathing facilities needed for a one-bedroom unit to function as such are provided in the junior one-bedroom units.

In order to preserve space, the unit layout contains no hallways. This design decision allows for the same amount of usable space with a smaller total square footage. In a larger unit, some of the square footage would be attributable to hallway space.

In addition, these junior one-bedroom units have kitchens that are intended to be functional and compact while still providing all necessary elements that are provided in a kitchen. The living area also is efficient in size and function. The anticipated resident for this development is someone who lives very “light” and does not use dedicated dining areas.

With a smaller unit available, it is more feasible for the end user to live in this “market rate” lifestyle environment. Despite the smaller space, the presence of all necessary facilities and the compact design allow for a fully functional one-bedroom unit.

It is worth noting that Per LDR Section 23.3-19(b)(1), the minimum living area for an efficiency would be 400 SF. The Bohemian has opted to have all units at one-bedroom or larger. As compared to an efficiency, the junior one-bedroom unit contains a bedroom separated from the living area by a door, and this bedroom contains a closet and a window. The junior one-bedroom unit type has been successfully utilized in other local markets.

Instead of offering efficiency units at a minimum of 400 SF, the Bohemian will instead offer junior one-bedroom units that are slightly larger than an efficiency and that have the added benefit of the privacy of a separate bedroom. The price to residents will be comparable to the price of an efficiency unit.

Given all of the above, a waiver to Section 23.3-19(b)(1) is justified under the proposed plans. The proposed design for the junior one-bedroom units is such that 512 SF is enough space to provide for a fully functional one-bedroom unit. The junior one-bedrooms will be available at a similar cost to residents as an efficiency, and they will greatly exceed the 400 SF minimum living area required of efficiencies in the zoning district. Instead of offering efficiencies, The Bohemian will be able to provide residents the upgraded living environment of a junior one-bedroom.

### **Section 23.3-19(d)(3)(B)(1), Side Setback**

Per LDR Section 23.3-19(d)(3)(B)(1), the required side setback for properties in the TOD-E zoning district is 10 feet from the street side lot line. The Bohemian's parking garage and the covered area east of the "Uber Lounge" are less than ten feet from the side street. Specifically, the parking garage is 3 feet from the East property line along East Coast Street.

A waiver of Section 23.3-19(d)(3)(B)(1) is justified in this situation due to the nature of the site. Specifically, the depth of the site is too narrow to accommodate a parking garage that circulate efficiently and safely while maintaining a side setback of 10 feet. In order to provide for safe maneuvering of vehicles in the garage, we needed to position the location of the parking garage to be 3 feet from the East property line.

The waiver is necessary due to the site characteristics and, as described above, it will provide the benefit of a safer garage.

### **Section 23.3-19(d)(9), Accessory structure**

Per LDR Section 23.3-19(d)(9), Accessory structures shall not exceed forty percent of the gross floor area. Additionally, the definition of an accessory building in Section 23.1-12 states that such buildings must maintain the same setback or greater from public streets as the principal structure and may not be constructed between any principal structure and a public street right-of-way.

The design for The Bohemian includes a parking garage and north commercial building that are accessory structures. The accessory structures exceed forty percent of the gross floor area. In addition, the parking garage has a smaller setback than the principal building and the north commercial building is located between the principal building and a public street right-of-way (Lake Avenue).

We request a waiver of the accessory structure definition as it relates to the setback for the parking garage. In order to comply with the height limitations while maximizing the amount of parking provided, it became necessary to detach the garage from the residential building. Despite this technical detachment, we are linking the structures through a covered walkway/trellis that leads from the garage to the residential building. Accordingly, the appearance will not be that of a strictly separated building. The placement will not cause any safety or aesthetic issues. Granting the waiver will allow for an increase in parking spaces, which will provide a public benefit.

Additionally, we request a waiver of the accessory structure definitions as it relates to the placement of the north commercial building. The decision to make the north commercial building a stand-alone accessory structure was based on the future use of this building for retail purposes. From a rent perspective, it will be easier to rent that space clear of obstructions. This is a desirable alternative to placing the retail space under the building where the columns for the residential structure may present inefficiencies for future tenants. The placement allows for a flexibility of uses for the commercial space. The waiver is justified in that it will allow the best allocation and use of space in a mixed-use development. As the development is in a district designed to accommodate such uses, the waiver is appropriate.

We also request a waiver of the requirement in Section 23.3-19(d)(9) that accessory structures not exceed forty percent of the gross floor area. For the same reasons described above, the design of the accessory structures maximizes the parking spaces and provides for a linking of the structures. The grant of the waiver will allow for additional parking, which will benefit the public.

#### **Section 23.4-4(e)(1), Wall Height**

Per LDR Section 23.4-4(e)(1), the maximum fence height is six feet. The wall proposed for the west property line is eight feet high. This section of the property is adjacent to the Florida East Coast Railway tracks. The wall will separate the proposed developed from the railway tracks.

Given the location, the intent of this wall is to reduce as much sound transmission as possible. The additional height of the wall will allow for a greater reduction in sound transmission. The additional height will also have the benefit of impeding people from jumping over the wall into the courtyards of the proposed development from the area surrounding the railway tracks.

Accordingly, we request a waiver of the limitation to six feet for the height of this wall. Due to the specific location along the tracks, the additional height is necessary to prevent excess sound transmission and to discourage people from jumping over the wall.

#### **Section 23.3-19(d)(6), Maximum Impermeable Surface**

Per LDR Section 23.3-19(d)(6), the maximum impermeable surface for a lot of this size is sixty-five percent. The proposed design for The Bohemian provides for sixty-seven percent impermeable surface.

We request a waiver of this maximum amount of impermeable surface area. Specifically, we request an additional two percent of impermeable surface area. The Bohemian's design includes outdoor plazas and patio/pool spaces that are designed to provide an urban feel.

The additional impermeable surface area is essential to meeting the design intent of the development. In addition, the additional amenity areas and plazas that the waiver will allow will provide benefits to the residents and the public and will provide an aesthetic upgrade.

**Section 23.3-19(d)(7), Maximum Impermeable Surface for all Structures**

Per LDR Section 23.3-19(d)(7), for a lot of this size, the maximum impermeable surface for all structures is fifty percent. The proposed design for The Bohemian provides for fifty-seven percent impermeable surface for structures.

We request a waiver to allow for an additional seven percent structure coverage beyond the stated maximum. The development will provide parking for both the residents of The Bohemian and for the public. In order to provide this desired amount of parking while keeping the height at seven stories, the parking and residential building have been separated into two structures versus a podium design. This is also the most cost-effective solution that fits within the goals of incorporating a workforce product. In order to allow for this design on the site, we require a waiver of the maximum amount of impermeable surface for all structures. As mentioned above, the grant of the waiver will allow for additional parking, which provides a public benefit.