



**MEETING AGENDA  
PLANNING AND ZONING BOARD CITY  
OF RIVIERA BEACH, FL**

LOCAL PLANNING AGENCY

Development Services Department: (561)845-4060, [www.rivierabch.com](http://www.rivierabch.com)

Commencement – 6:30 PM  
Thursday, August 26, 2021

Riviera Beach – Event Center  
190 E 13<sup>th</sup> Street, Riviera Beach, FL 33404

**Due to COVID-19, attendees must adhere to the City of Riviera Beach guidelines.**

*If you wish to speak on any item(s) on this agenda, please complete a public comment card and provide it to Planning and Zoning Staff. Cards must be submitted prior to Board discussion of an item.  
Thank you.*

**I. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

Evelyn Harris Clark, Chairperson  
Anthony Brown, Board Member  
William Wyly, Board Member  
Frank Fernandez, Board Member  
Moeti Ncube, 1<sup>st</sup> Alternate

Rena Burgess, Vice-Chair  
Margaret Shepherd, Board Member  
James Gallon, Board Member  
Russell Barnes, 2<sup>nd</sup> Alternate

**III. ACKNOWLEDGEMENT OF BOARD MEMBER ABSENCE NOTIFICATION**

**IV. ADDITIONS AND DELETIONS TO THE AGENDA**

**V. DISCLOSURE BY BOARD MEMBERS AND ADOPTION OF THE AGENDA**

**VI. APPROVAL OF MINUTES**

**VII. UNFINISHED BUSINESS**

**VIII. NEW BUSINESS**

- A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING SITE PLAN APPLICATION (SP-20-11) FROM RIVIERA BEACH PROPERTY INC. TO ALLOW FOR THE CONSTRUCTION OF A 6,508 SQUARE FOOT MEDICAL OFFICE-DETOX FACILITY BUILDING WITH ASSOCIATED LANDSCAPING AND PARKING ON PROPERTIES KNOWN AS 47 WEST 14<sup>TH</sup> STREET AND 55 WEST 14<sup>TH</sup> STREET, IDENTIFIED BY PARCEL CONTROL NUMBERS 56-43-42-33-06-003-0110 AND 56-43-42-33-06-003-0130, HAVING A DOWNTOWN MIXED USE (DMU) FUTURE LAND USE DESIGNATION AND A DOWNTOWN CORE (DC) ZONING DESIGNATION, PROVIDING FOR CONDITIONS OF APPROVAL, AND PROVIDING FOR AN EFFECTIVE DATE.**

- B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE APPLICATION (ZA-21-02) FROM BERKELEY LANDING LTD. REQUESTING A ZONING MAP AMENDMENT FROM AN “DR” DOWNTOWN RESIDENTIAL DISTRICT DESIGNATION TO A “DG” DOWNTOWN GENERAL DISTRICT DESIGNATION FOR APPROXIMATELY 2.23 ACRES (97,740 SQUARE FEET) OF THE PROPERTY KNOWN AS 3100 BROADWAY, IDENTIFIED BY PARCEL CONTROL NUMBER 56-42-42-36-40-000-0020, AND PROVIDING FOR AN EFFECTIVE DATE.**
- C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PLAT APPLICATION (PA-21-01) FROM BERKELEY LANDING LTD., TO COMBINE TWO CONTIGUOUS LOTS OF RECORD INTO ONE LOT TOTALING APPROXIMATELY 4.01 ACRES IN LAND AREA, FOR THE REAL PROPERTIES LOCATED AT 3100 AND 3124 BROADWAY AVENUE, IDENTIFIED BY PARCEL CONTROL NUMBERS 56-43-42-28-42-000-0010 AND 56-43-42-28-00-002-0020, AND PROVIDING FOR AN EFFECTIVE DATE.**
- D. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING SITE PLAN APPLICATION (SP-21-04) FROM BERKELEY LANDING LTD, TO CONSTRUCT TWO (2) THREE-STORY RESIDENTIAL AFFORDABLE HOUSING APARTMENT BUILDINGS, INCLUDING LIVE-WORK UNITS, WITH ASSOCIATED PARKING, LANDSCAPING AND AMENITIES, ON APPROXIMATELY 4.01 ACRES OF LAND, LOCATED AT 3100 AND 3124 BROADWAY AVENUE, , IDENTIFIED BY PARCEL CONTROL NUMBERS 56-43-42-28-42-000-0010 AND 56-43-42-28-00-002-0020 , HAVING A DOWNTOWN MIXED USE (DMU) FUTURE LAND USE DESIGNATION AND DOWNTOWN GENERAL (DG) AND DOWNTOWN RESIDENTIAL (DR) ZONING DESIGNATIONS, PROVIDING FOR CONDITIONS OF APPROVAL, AND PROVIDING FOR AN EFFECTIVE DATE.**
- E. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 29 SECTION 29-66 OF THE CITY’S CODE OF ORDINANCES ENTITLED “RELOCATION AND USE OF PUBLIC RIGHTS-OF-WAY”, IN ORDER TO CHANGE THE TITLE OF THE SECTION; INSERT PURPOSE, INTENT AND DEFINITIONS; PROVIDE A PROCESS FOR THE ABANDONMENT OF PUBLIC RIGHT OF WAYS; CLARIFY CRITERIA FOR RELOCATION OF RIGHTS OF WAY; PROVIDING FOR APPLICABILITY, CONFLICTS, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**
- IX. WORKSHOP ITEMS – None.**
- X. GENERAL DISCUSSION**

  - A. PUBLIC COMMENTS**
  - B. CORRESPONDENCE**

    - A. Revised meeting schedule provided**



**C. PLANNING AND ZONING BOARD COMMENTS**

**A. Upcoming P&Z Board Meetings – September 9 & 23, 2021**

**XI. ADJOURNMENT**

NOTICE: In accordance with the Americans with Disabilities Act, persons in need of a special accommodation to participate in this proceeding shall, within a reasonable time prior to any proceeding, contact the City of Riviera Beach, 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404, Telephone 561-845-4000 or TDD 561-840-3350, [www.rivierabch.com](http://www.rivierabch.com).

**For Staff Use Only**

<b>City of Riviera Beach</b>  Community Development Department 600 W. Blue Heron Boulevard Riviera Beach, Florida 33404  Phone: (561) 845-4060 Fax: (561) 845-4038	Date:	Case Number:
	Project Title:	
	Fee Paid:	Notices Mailed:
	1 <sup>st</sup> Hearing:	2 <sup>nd</sup> Hearing:
	Publication Dates (if required)	

**UNIFORM LAND USE APPLICATION**

(Please attach separate sheet of paper for required additional information)

**Complete appropriate sections of Application and sign.**

<b>APPLICANT</b>	Name of Property Owner(s):	Riviera Beach Property Inc.		
	Mailing Address:	3113 Stirling Road, Suite 103 Ft. Lauderdale 33312		
	Property Address:	47 West 14th Street and 55 West 14th 33404		
	Name of Applicant (if other than owner):			
	Home:	954 995 3805	Work:	954 404 6140
			Fax:	954 925-1640
	E-mail Address:	SAMIR.G.ROGATINSKY@LAW.COM		

**PLEASE ATTACH LEGAL DESCRIPTION**

<b>PROPERTY</b>	Future Land Use Map Designation:	Current Zoning Classification:	Downtown Core DC	
	Square footage of site:	14,326.8	Property Control Number (PCN):	56-43-42-33-06-00 30130
	Type and gross area of any existing non residential uses on site:	56-43-42-33-06-003-0110		
	Gross area of any proposed structure:	6,508 square feet		
	Is there a current or recent use of the property that is/was in violation of City Ordinance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If yes, please describe:			
	Have there been any land use applications concerning all or part of this property in the last 18 months?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	If yes, indicate date, nature and applicant's name:			
	Briefly describe use of adjoining property:	North: Boat Mechanic		
		South: Vacant Lot		
	East: Vacant			
	West: Commercial Building			

<b>REZONE</b>	Requested Zoning Classification:	
	Is the requested zoning classification contiguous with existing?	DC Zoning
	Is a Special Exception necessary for your intended use?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Is a Variance necessary for your intended use?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

FUTURE LAND USE	Existing Use: <u>Vacant</u>	Proposed Use: <u>Medical Building</u>
	Land Use Designation:	Requested Land Use: <u>Commercial DC</u>
	Adjacent Land Uses: North: <u>Auto Sales</u>	South: <u>M</u>
	East: <u>Commercial</u>	West: <u>Commercial</u>
	Size of Property Requesting Land Use Change: <u>N/A</u>	

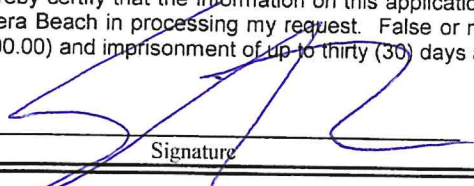
SPECIAL EXCEPTION	Describe the intended use requiring a Special Exception:
	Provide specific LDR ordinance section number and page number:
	How does intended use meet the standards in the Land Development Code?
	Demonstrate that proposed location and site is appropriate for requested use:
	Demonstrate how site and proposed building(s) have been designed so they are compatible with adjacent uses and neighborhoods:
	Demonstrate any landscaping techniques to visually screen use from adjacent uses:
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:
	Demonstrate how utilities and other service requirements of the use can be met:
	Demonstrate how the impact of traffic generated will be handled:
	On-site:
Off-Site:	
Other:	

VARIANCE	Describe the Variance sought:
	Demonstrate that the Variance is needed to overcome a hardship caused by the unique physical conditions of the site:
	Specify the minimum Variance requirements including: height, lot area, size of structure, size of yard, setback, buffer or open space:
	Other:



<b>SITE PLAN</b>	Describe proposed development:	Medical Building on Behavioral Health
	Demonstrate that proposed use is appropriate to site:	DC Downtown Core permits "Hospitals"
	Demonstrate how drainage and paving requirement will be met:	City Code Sec 31-536(9)(3)(a)(4)
	Demonstrate any landscaping techniques to visually screen use from adjacent uses:	See Landscape Plan
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:	Front Gate and Surrounding Walls
	Demonstrate how utilities and other service requirements of the use can be met:	
	Demonstrate how the impact of traffic generated will be handled:	
	On-site:	
	Off-site:	See traffic study

<b>OTHER</b>	<b>COMMUNICATION TOWER CO-LOCATION REQUIREMENTS:</b>
	<ul style="list-style-type: none"> <li>• Three sets of signed and sealed Construction documents, elevations and all equipment shelters, cabinets, Coax, telephone and power conduits identified. These plans will then be used to obtain the Building Permit.</li> <li>• Antenna manufacture cut sheets including antenna size and shape.</li> <li>• Zoning map of area with site clearly marked.</li> <li>• Photos of existing building or tower and surrounding uses.</li> <li>• Letter of non-interference and FCC compliance from applicant's Radio Frequency Professional.</li> <li>• Map of surrounding carrier existing locations in all directions with type i.e. Guyed, Self-Support, Monopole, Rooftop.</li> <li>• Letter of structural capacity and building code compliance.</li> <li>• Notes on plan or letter demonstrating floor area coverage not in excess of restrictions</li> <li>• Provide Photo Enhancements of proposal.</li> <li>• Statement that proposal is in compliance with Environmental Regulations prior to permit issue.</li> </ul>

<b>Confirmation of Information Accuracy</b>	
<p>I hereby certify that the information on this application is correct. The information included in this application is for use by the City of Riviera Beach in processing my request. False or misleading information may be punishable by a fine of up to five hundred dollars (\$500.00) and imprisonment of up to thirty (30) days and may result in the summary denial of this application.</p>	
 Signature	March 26, 2020 Date

**AGENT AUTHORIZATION FORM**

Owner(s) of Record: Riviera Beach Property, Inc  
HMDM, LLC

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared Samuel Rejzelsky

who, being first duly sworn upon oath and personal knowledge say(s) that they are the owner(s) of record of the following described real property:

47 W. 14th Street  
55 W. 14th Street  
VACANT LAND

the street address of which is: 45 W. 17th and 55 W. 17th St.  
and that we hereby appoint:

Name: John Maharaj - Gulfcoast Construction

Address: Nader Goudran - Architect

Telephone: 561 718 9509 / 561 644 3784

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.

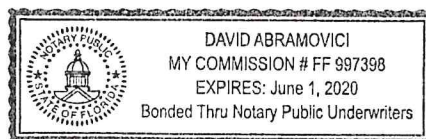
personally known

[Signature] (Seal)  
[Signature] (Seal)  
[Signature] (Seal)

Sworn to and subscribed before me this 26<sup>th</sup> day of March, 2020

[Signature]  
Notary Public

Uniform Land Use Application



Rogatinsky & Matthews  
ATTORNEYS AT LAW

February 24, 2021

Mr. Clarence Sirmons  
Director of Development Services  
Ms. Mary Savage Dunham  
Assistant Director of Development Services  
City of Riviera Beach  
600 West Blue Heron Blvd  
Riviera Beach, Florida 33404

Dear Mr. Sirmons and Ms. Savage Dunham:

Thank you for requesting that I provide a narrative to the City of Riviera Beach to describe the Detoxification use that has been previously approved on October 18, 2019 by the former Director of Community Development Services, Jeff Gagnon. (attached to this narrative) As you know I have been diligently working on this project for almost three years facing many unnecessary obstacles along the way. On at least two occasions prior to the new council and administration, the former city building and planning departments lost all of the original documentation that was submitted by my architect Nader Goubran.

As you know, real property zoned as Downtown Core within the City of Riviera Beach allows for many uses including but not limited to Hospitals, Nursing and Convalescent homes, Adult Living Facilities (ALF), Hotels, Daycares and a host of others. I bring your attention to the zoning verification letter issued by your long -time employee, Jeff Gagnon, who oversaw the department prior to his recent departure. Mr. Gagnon and I met in person on a number of occasions over the last three years and we worked out all issues prior to me completing my purchase of the property on 55 and 47 West 14<sup>th</sup> Street. **As discussed in detail on February 19, 2021, Mr. Gagnon instructed me to do a unity of title on the property. He said that if the zoning was different on each parcel, he would ask for a replat but since both properties are zoned Downtown Core a Unity of Title would be required. We agree to unite the title by the time permits are issued for the project.**

Mr. Gagnon agreed to permit our use and reduction in parking because the code allowed for the use to be built on the property. The code in Section 31-539 (b)(3) specifically permits the Director of

Community Services to administratively waive the minimum number of parking spaces if criteria such as market demand, parking availability, or unique circumstances of the project within the area justify a reduction. **During our scheduled zoom call on Friday, February 19, 2021 we accepted the recommendation of Mr. Josue Leger to remove the last parking space on the South side of the property to give the last parking space additional room to back up and improve turning movements on site.** Further, the code states in the same section, 31-539 (b)(1) that, **Within the Downtown Core and Downtown General districts, lots 100 feet in width or less are not required to provide off-street parking.** In this circumstance the Director of Community Services does not need to waive the minimum parking requirements because the real property is 100 feet or less even after the unity of title is complete. This was discussed with at length with Mr. Gagnon and he agreed to this conclusion based on the specific language in the Riviera Beach municipal code.

Although the code is silent on the specific Detoxification use, Mr. Gagnon was very familiar with the operational characteristics of a hospital, ALF, Nursing home and a medical detox facility. Due to my experience as an attorney working with a number of Florida municipalities on zoning of detox and mental health facilities, I am qualified to provide you with information comparing and contrasting the operational characteristics of an Assisted Living Facility ("ALF"), Nursing Homes and a Residential Detoxification Program ("Detox").

As a general premise, and as set forth in more detail more, an ALF uses are governed by Part II of Chapter 408, Florida Statutes as well as by Part I, Chapter 429, Florida Statutes and further regulated by the Florida Department of Health, Agency for Health Care Administration ("AHCA") pursuant to Chapters 58A-5, 58T-1 and 59A-35 of the Florida Administrative Code. Separately, Detox programs are governed by a single statute and set of regulations — Chapter 397, Florida Statutes, and regulated by the Florida Department of Children and Families ("DCF") pursuant to Chapter 65D-30 of the Florida Administrative Code.

As defined by s. 429.02(5), Florida Statutes, an "Assisted living facility" means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. "Personal services" means the "direct physical assistance with or supervision of the activities of daily living and the self-administration of medication and other similar services which the department may define by rule." See, s.429.05(17), Fla. Stat. Under this same definition, "Personal services" does not include medical, nursing,



dental, or mental health services. **As a general rule, most residents of an ALF or Nursing home will be residents for a long period of time exceeding a year or longer.**

Separately, the concept of "Detoxification" as defined by s. 397.311, Fla. Stat., pertains to subacute (as opposed to "acute" or "chronic") care that is provided on an inpatient or an outpatient basis to assist individuals to withdraw from the physiological and psychological effects of substance misuse and who otherwise meet the placement criteria. See, s. 397.311(22)(a)4, Fla. Stat. For purposes of this letter, an ALF, Nursing Home, or Hospital use would operate at the same or greater intensity than a licensed Residential Detox Treatment facility both from an operational standpoint as well as from length of stay by the residents. **In all respects, an ALF and Nursing Home use is operationally more intense than an inpatient Detox program with subsequent Residential Level 1 treatment which is significantly less operationally intense as well as experiences far fewer nights of residency by the clients (7 to 45 days on average).**

Within a Detox and Residential Level 1 program, while there is "medical" oversight from a physician on-call, there are no actual medical services provided onsite, but for the dispensing of prescribed medications from an on-site pharmacy on an as-needed basis to assist the client through their individualized program. There are otherwise no invasive procedures or other medical-type care. Conversely, within an ALF, while there are no specific medical services provided, there is the occasion where direct medical care may be required' and "limited nursing services" are routinely provided.<sup>2</sup> More intensive, 24-hour nursing services of a medical nature may be provided at an ALF and Nursing Home as well, under doctor's order.

ALF and Nursing Home uses are specifically regulated by rule pertaining to architectural and operational requirements to meet the needs of a much more physically-dependent population. Detox programs have no such requirements or needs. Both uses are similar, however, in the requirement put forth by rule as to staffing requirements, regular state inspections, and general oversight. Both uses have specific life safety code requirements when it comes to fire suppression systems. Both uses have the same operational characteristics when it comes to deliveries of goods and services.

Due to the age of the typical resident in an ALF and Nursing Home, the likelihood of calls for emergency (911) services are far greater for ALF uses than in a typical Detox program. As a result, the overall disturbance to the surrounding neighborhood from such calls as a result of ambulance activity is considerably far greater and more routine at a typical ALF than at a Detox program.

Also, differently, ALF and Nursing Home facilities tend to have far more daily visitations than any Detox program, thereby generating more traffic as well as off-street parking requirements. A typical ALF

or Nursing Facility receives constant visitors from family and friends on a regular bases. This requires more parking to accommodate the patient visitors. A typical Detox Facility does not lend itself to visitation as the stays are relatively short and the clients' days are fully scheduled. Friends are not permitted to visit at the detox facility and outside contact is limited.

Off-Street parking for more than 11 cars is not needed because the staffing requirement for Detox programs is as follows: For Twenty -Five (25) Patients - two Nurses and three Support Staff techs are required 24/7. The required medical personnel consist of an on-call physician, who may work through a nurse practitioner or physician's assistant. For both ALF, Nursing Home and Detox uses, the administrative staffing onsite is generally the same, dependent upon the needs and desires of the operator. Eleven (11) off-street parking spaces are more than sufficient to provide employee and delivery parking spots for the building. It is safe to assume that there will be a maximum of 7 employees during every shift during the 24-hour day. In order to accommodate deliveries such as catering, the code specifically says that On-Street parking located directly in front of the property line may be used. Notwithstanding, there will be an additional 5 parking spaces in the provided Off-Street parking at all times to accommodate such delivery vehicles. Please keep in mind that patients don't drive to detox. They are picked up at the airport or another facility and brought the detox and they do not leave until they complete the detox process.

In conclusion, it is my educated and professional opinion that an ALF/Nursing Home/Hospital use at any property in the Downtown Core is operationally more intense than a Detox Residential Level 1 program with the same bed count. The staffing for ALF and Nursing Homes is typically higher and the needs of the residents are greater. The traffic generated by an ALF also tends to be greater as do off-street parking demands. Detox on the other hand only requires 7 employees for up to 25 beds. **The current facility will be a 25 - bed facility so eleven (11) parking spaces is sufficient to accommodate the three- shift staff.**

Internal to the structure, both uses tend to be operationally equivalent, though the residents of an ALF, Nursing Home, and Hospital tend to be more physically and emotionally dependent upon the staff, depending upon their age and health. Clients of a Detoxification program are overwhelmingly physically healthy and are simply seeking a facility to guide them through the process of removing the toxins placed into their bodies from substances. This is accomplished in a pleasant, non-medical atmosphere most similar to a hotel-like environment.



Samuel Rogatinsky, Esq.



# CITY OF RIVIERA BEACH

DEVELOPMENT SERVICES DEPARTMENT | 600 WEST BLUE HERON BLVD.  
RIVIERA BEACH FL, 33404 | MAIN: (561) 845-4060 | FAX: (561) 845-4038

PLANNING AND ZONING DIVISION

October 18, 2019

Sent by Email Only: [samr@rogatinskylaw.com](mailto:samr@rogatinskylaw.com)  
(954) 404-6140

Rogatinsky & Matthews, Attorneys at Law  
ATTN: Samuel Rogatinsky, Esq.  
3113 Stirling Road, Suite 103  
Fort Lauderdale, FL 33312

Re: Zoning Verification Letter Request (ZVL-19-30), 55 W. 14<sup>th</sup> Street and 47 W. 14<sup>th</sup> Street, PCN: 56-43-42-33-06-003-0130 and 56-43-42-33-06-003-0110

Dear Mr. Rogatinsky,

Please find responses below to your Zoning Verification request letter (enclosed) associated with 55 W. 14<sup>th</sup> Street and 47 W. 14<sup>th</sup> Street, hereinafter referred to as the Properties.

1. The Properties have a Downtown Mixed Use (DMU) Future Land Use Designation and a Downtown Core (DC) Zoning Designation.
2. City Code Sec. 31-536(a)(3)(a)(4) provides that "Hospitals" are a permitted use within the DC Zoning District.
3. City Code Sec. 31-536(a)(3)(a)(8) provides that "Nursing or convalescent homes and adult living facilities (ALF)" are permitted uses within the DC Zoning District.
4. The City's DC Zoning Code (Sec. 31-536(a) et seq.) is silent on "Detoxification" and "Drug or Alcohol Residential Treatment" uses.
5. The City's DC Zoning Code (Sec. 31-536(a) et seq.) is silent on "Mental Health Residential Treatment Use" as defined by Chapter 65E-4.016, Florida Administrative Code.
6. The operational characteristics of a Hospital, Nursing Home or Convalescent Home are comparable to that of a Detoxification use pursuant to Chapter 397.311, Florida Statutes, a Residential Treatment use as defined within Chapter 65D-30.007, Florida Administrative Code, and a Mental Health Residential Treatment use as defined by Chapter 65E-4.016, Florida Administrative Code.
7. The City processes and grants requests for reasonable accommodation on a case-by-case basis in accordance with FHA and ADA requirements.
8. The request for reasonable accommodation does not impose an undue burden or expense upon the City or create a fundamental alteration of the DC Zoning District.

Per your request, the City would consider the following uses as permitted uses, since they are operationally similar to a Hospital, Nursing Home, Convalescent Home, or Adult Living Facility; (A) Detoxification use, pursuant to Chapter 397.311, Florida Statutes, and Chapter 65D-30, Florida Administrative Code for persons in treatment for Substance Use Disorder; (B) Residential Treatment use as defined within Chapter 65D-30.007, Florida Administrative Code; and (C) Mental Health Residential Treatment use as defined by 65E-4.016, Florida Administrative Code.

Please feel free to contact me at (561) 845-4060 or [jgagnon@rivierabeach.org](mailto:jgagnon@rivierabeach.org) for additional information.

Sincerely,

Jeff Gagnon, AICP  
Acting Director of Development Services

Rogatinsky

Matthews

ATTORNEYS AT LAW

September 24, 2019

Via E-Mail and FEDEX

Jeff Gagnon, AICP  
Acting Director of Development Services  
City of Riviera Beach  
600 W. Blue Heron Blvd.  
Riviera Beach, Florida 33404

RE: Request for Zoning Verification for adjacent Downtown Core properties 55 W 14<sup>th</sup> ST; and 47 W 14<sup>th</sup> ST. PCN 56-43-42-33-06-003-0130 and 56-43-42-33-06-003-0110

Dear Director Gagnon,

I am writing on behalf of our client, HMDM, LLC who has purchased two adjacent lots at 55 West 14<sup>th</sup> Street and 47 West 14<sup>th</sup> Street in Riviera Beach. The client has hired an architect and engineer to create a site plan and building plans and we are requesting formal written zoning verification from the City to confirm that the Property may be used for its intended purposes.

1. Please confirm that the zoning of these two lots is DC ("Downtown Core").
2. Please confirm that a Hospital is a "Permitted Use" in a Downtown Core property as specifically designated in City Code Sec. 31-536(a)
3. Please confirm that Nursing or Convalescent Homes and adult living facilities or (ALF) are all "Permitted Uses" at a Downtown Core property.
4. Please confirm that the Downtown Core zoning designation is currently silent on "Detoxification" and "Drug or Alcohol Residential Treatment" uses.
5. Please confirm that the Downtown Core zoning designation is currently silent on a Mental Health Residential Treatment use as defined by Chapter 65E-4.016, Florida Administrative Code.
6. Please confirm that the operational characteristics of a Hospital and a Nursing Home or Convalescent Home would typically be compared to that of a Detoxification use pursuant Chapter 397.311, a Residential Treatment Use as defined within Chapter 65D-30.007, Florida Administrative Code and a Mental Health Residential Treatment as defined by Chapter 65E-4.016, Florida Administrative Code.
7. Please confirm that the request for reasonable accommodation seeks relief from what might otherwise be considered a discriminatory interpretation and application by the City of its Code of Ordinances and Land Development Regulations.
8. Please confirm that the request for reasonable accommodation does not impose an undue burden or expense upon the City or create a fundamental alteration in the DC zoning designation.

3113 Stirling Road, Suite 103 | Fort Lauderdale, FL 33312

Tel: 954.404.6140 | Fax: 954.925.1640

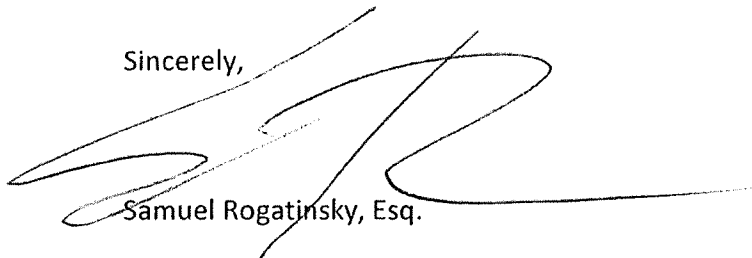
[www.rogatinskylaw.com](http://www.rogatinskylaw.com)

On behalf of our client, HMDM, LLC, we request that the City provide zoning verification approval for (A) a use providing services defined as "Detoxification" pursuant to Chapter 397.311 Florida Statutes, and Chapter 65D-30, Florida Administrative Code for persons in treatment for Substance Use Disorder (commonly referred to as a "drug or alcohol treatment center"), (B) Residential Treatment as defined within Chapter 65D-30.007 and (C) Mental Health Residential Treatment as defined by 65E-4.016, Florida Administrative Code.

Our client is aware that a City Certificate of Use and Business Tax Receipt is required prior to commencing any business operations. Further, maximum occupancy will depend upon the Florida Life Safety Code and the Florida Building Code.

Should you have any questions, please contact me at [samr@rogatinskylaw.com](mailto:samr@rogatinskylaw.com) or on my cell at 954.995.3805.

Sincerely,

A handwritten signature in black ink, appearing to read 'Samuel Rogatinsky', with a long horizontal flourish extending to the right.

Samuel Rogatinsky, Esq.

cc: Al Jacquet, Esq.



CITY OF RIVIERA BEACH  
DEVELOPMENT SERVICES DEPARTMENT  
PLANNING & ZONING DIVISION  
600 WEST BLUE HERON BLVD.  
RIVIERA BEACH, FL 33404  
561.845.4060

## AFFIDAVIT OF COMPLETENESS AND ACCURACY

**INSTRUCTIONS:** TO BE COMPLETED BY INDIVIDUAL SUBMITTING APPLICATION (PROPERTY OWNER, PETITIONER WITH CONSENT, OR AUTHORIZED AGENT).

Project Name: Medical Building SP-20-11 Submittal Date: August 10, 2021  
Address / PCN: 56-43-42-33-06-003-0130 on 0110

### 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 Riviera Beach 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 Development Services Department of the City of Riviera Beach, 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 the City of Riviera Beach 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 Riviera Beach 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.

Check (X) one: I am the ☒ Property Owner ☐ Petitioner ☐ Agent.

Samuel Rogatinsky  
(Name - type, stamp or print clearly)

Rogatinsky + Matthews, P.A.  
(Name of Firm)

(Signature)

3113 Sterling Rd Ft Lauderdale 33312  
(Address, City, State, Zip)

### NOTARY PUBLIC INFORMATION:

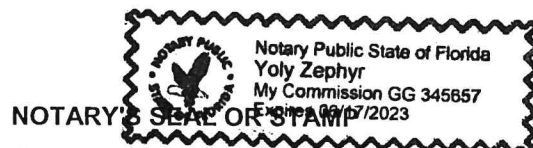
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2021 by Samuel Rogatinsky (name of person acknowledging). He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not take an oath (circle correct response).

Yoly Zephyr  
(Name - type, stamp or print clearly)

Yoly Zephyr  
(Signature)

My Commission Expires on: 01/17/2023





**AGENT AUTHORIZATION FORM**

Owner(s) of Record: HMDM, LLC (55 W 14th Street)  
Riviera Beach Property, Inc. (47 W. 14th Street)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

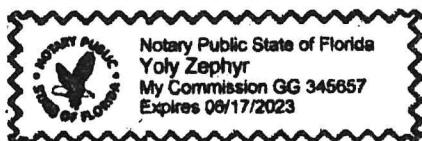
BEFORE ME, the undersigned authority personally appeared Samuel Rogatinsky  
Managing Member of HMDM, LLC and President of Riviera Beach Property  
who, being first duly sworn upon oath and personal knowledge say(s) that they are the owner(s) of Inc.  
record of the following described real property:

Parcel # 5643 423 30600 30130  
\* 55 West 14th Riviera IN PB 2 PGS 90 and 91  
Parcel # 5643 423 30600 30110  
\* 47 West 14th Riviera IN PB 2 PGS 90 and 91

the street address of which is: 47 W. 14th and 55 W 14th  
and that we hereby appoint:

Name: Samuel Rogatinsky and Architect Nader Goudran  
Address: Further, HMDM, LLC can act on behalf of  
Riviera Beach Property, Inc.  
Telephone: 954 995-3805

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.



\_\_\_\_ (Seal)  
\_\_\_\_ (Seal)  
\_\_\_\_ (Seal)

Sworn to and subscribed before me this 29<sup>th</sup> day of July, 2021.

Yoly Zephyr  
Notary Public





## **CITY OF RIVIERA BEACH STAFF REPORT APPLICATION NUMBER SP-20-11**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING SITE PLAN APPLICATION (SP-20-11) FROM RIVIERA BEACH PROPERTY INC. TO ALLOW FOR THE CONSTRUCTION OF A 6,508 SQUARE FOOT MEDICAL OFFICE-DETOX FACILITY BUILDING WITH ASSOCIATED LANDSCAPING AND PARKING ON PROPERTIES KNOWN AS 47 WEST 14<sup>TH</sup> STREET AND 55 WEST 14<sup>TH</sup> STREET, IDENTIFIED BY PARCEL CONTROL NUMBERS 56-43-42-33-06-003-0110 AND 56-43-42-33-06-003-0130, HAVING A DOWNTOWN MIXED USE (DMU) FUTURE LAND USE DESIGNATION AND A DOWNTOWN CORE (DC) ZONING DESIGNATION, PROVIDING FOR CONDITIONS OF APPROVAL, AND PROVIDING FOR AN EFFECTIVE DATE.

---

**A. Applicant:** Riviera Beach Property Inc.

**B. Request:** The application was submitted for the development of a 6,508 square foot Medical Office Building with associated parking and landscaping. The Applicant ultimately disclosed the intent to use the property for a Detoxification Facility.

**C. Location:** The subject property is located on properties known as 47 West 14<sup>th</sup> Street and 55 West 14<sup>th</sup> Street, identified by Parcel Control Numbers 56-43-42-33-06-003-0110 and 56-43-42-33-06-003-0130 (See also Location Map at end of document.)

**D. Property Description and Uses:**

Parcel Control Numbers: 56-43-42-33-06-003-0110 and 56-43-42-33-06-003-0130

Parcel Size: 14,326.8 square feet

Existing Use: Vacant

Zoning: DC – Downtown Core

Future Land Use: DMU- Downtown Mixed Use

**E. Adjacent Property Description and Uses:**

North: Boat Mechanic

"The Best Waterfront City in Which to Live, Work And Play."



South: Vacant

East: Vacant

West: Commercial Building/Restaurant

#### **F. Background:**

The Applicant submitted Site Plan Application (SP-20-11) to allow for the construction of a 6,508 square foot medical office building with associated landscaping and parking on properties known as 47 West 14<sup>th</sup> Street and 55 West 14<sup>th</sup> Street, identified by parcel control numbers 56-43-42-33-06-003-0110 and 56-43-42-33-06-003-0130, having a Downtown Mixed Use (DMU) future land use designation and a Downtown Core (DC) zoning designation.

The Applicant subsequently disclosed that the building will be used as a Detox Facility and has included a Zoning Verification Letter written by Mr. Jeff Gagnon in the record after disclosing the proposed use to staff. The development site consists of two separate properties being developed into one cohesive site. For this reason staff has requested that the property be formally combined with a re-plat process. While the Applicant does not feel this is necessary, and states a former employee of the City did not require the parcel combination I feel strongly that the property should proceed through the re-plat process because the building and related parking should all be on one property. For this reason staff has included the requirement for the Plat as one of the recommended conditions of approval, should the project be approved. Engineering comments have been addressed. There are no outstanding Utility District comments. Fire Department comments submitted were advisory in nature and simply identified the Fire Code/Building Code requirements. Based on staff review, this project is ready for action by the Planning and Zoning Board.

This project is within the boundaries of the Community Redevelopment Agency (CRA) and as such they need to provide their recommendation on the project for the City Council to consider in addition to the advisory recommendation of the Planning and Zoning Board. The CRA heard the application at their meeting of May 12, 2021 and documentation of that meeting is enclosed in this packet. The CRA did advise the applicant to hold a community meeting to inform the neighbours about the proposed project and answer any questions that they may have. The applicant held the meeting August 3<sup>rd</sup> and a copy of the mailing that was sent out to the neighbours as well as the sign in sheet and meeting notes are also included in this packet for your review and information.

#### **G. Staff Analysis:**

**Proposed Use:** The proposed use is a Medical Office Building - Detoxification use. This use is not listed as a permitted use but this zoning district does permit other uses that could be considered more intensive uses and as such the Applicant feels that this use is appropriate in this location and will be a beneficial addition to the district.



**Zoning Regulations:** The project is in the Downtown Core zoning district. The purpose and intent of the downtown districts generally is to guide the redevelopment of the Community Redevelopment Area of Riviera Beach and the surrounding properties into a vibrant downtown that: (1) Provides a variety of housing types to accommodate a diverse population; (2) Establishes a "park once" environment by providing a mix of uses within a pedestrian-friendly environment; (3) Maintains and enhances a continuous, inter-connected network of pedestrian- and bicycle-friendly streets that effectively links transit stations, bike paths, sidewalks, buildings, open spaces, and the waterfront; (4) Provides public open space in the form of civic parks, plazas, and greens; (5) Maintains and enhances public access to the waterfront; (6) Encourages investment by accommodating new development at a range of scales including individual infill buildings and large redevelopment projects; and (7) Maintains and improves real and perceived safety as a key component of walkability and sustainability.

**Comprehensive Plan:** The Comprehensive Plan identifies this area as Downtown Mixed Use and this project would introduce a new use to this area.

**Compatibility:** The adjacent properties are either vacant, or industrial or commercial. The proposed use is an institutional type use which is compatible.

**Levels of Service:** Customary services such as water, sewer, roads and garbage collection are available to the site.

**Landscaping:** The applicant has proposed a landscape plan which was reviewed by staff and found to be acceptable.

**Lighting:** The applicant has provided a photometric plan which indicates there will not be excessive light spill off site. The photometric plan has been found to be acceptable.

**Parking/Traffic:** The applicant has provided the required letter from TPS pursuant to Palm Beach County review of the project. The applicant has stated that the clients of this facility will be dropped off to the site and as such there will not be a great deal of traffic generated. Although the code does not currently require any parking to be provided on the site the applicant is providing on-site parking which will help mitigate any off site impacts and result in no increased parking demand off site.

#### **H. Recommendation:**

If the Planning and Zoning Boards recommends approval of this Site Plan application Staff recommends that it is an approval with conditions. The Motion would be to recommend Approval of Site Plan Application (SP-20-11) to allow for the construction of a 6,508 square foot medical office building with associated landscaping and parking on properties known as 47 West 14<sup>th</sup> Street and 55 West 14<sup>th</sup> Street, identified by parcel control numbers 56-43-42-33-06-003-0110 and 56-43-42-33-06-003-0130, subject to the following conditions:



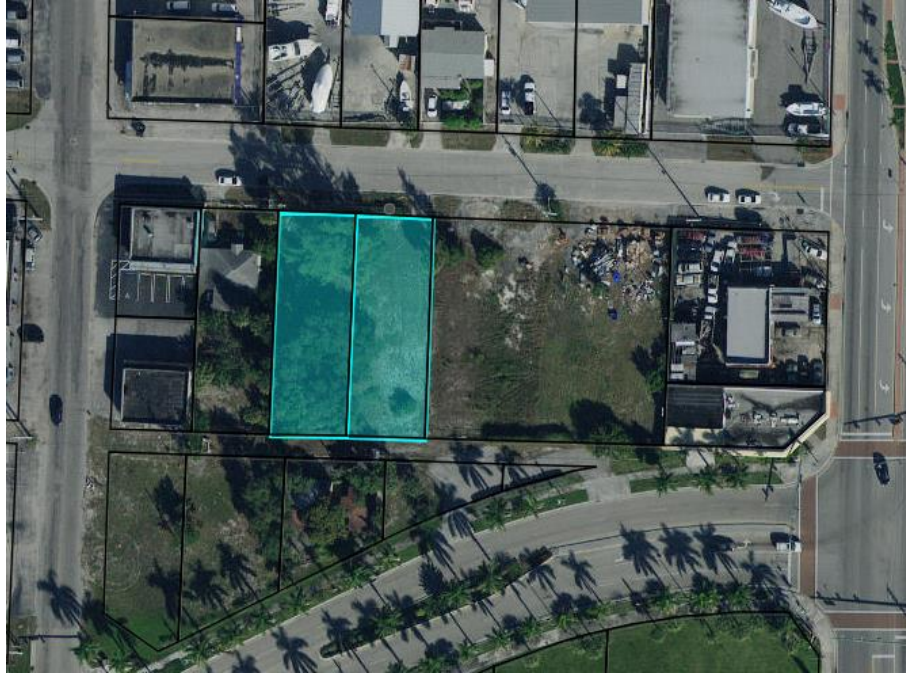
1. Construction must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
2. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before a Certificate of Occupancy is issued for this site.
3. The City Council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.
4. This development must receive final Certificate of Occupancy from the City for all buildings and/or units approved within five years of the approval of the adopting resolution or the adopting resolution shall be considered null and void, requiring the applicant to resubmit application for site plan approval and re-initiate the site plan approval process.
5. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.
6. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.
7. The applicant shall re-plat the two properties to combine them prior to the issuance of a Building Permit for this location.

If after reviewing the project and the zoning regulations for the Downtown Districts, the Planning Board does not issue a favourable recommendation for this project the Board should clearly state findings on the record as to why, in your opinion, the City Council should not approve this proposed Site Plan. Your findings should relate back to the Land Development Code and the general health, safety and welfare of the public.





## Location Map



"The Best Waterfront City in Which to Live, Work And Play."





## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

600 W. BLUE HERON BLVD  
SUITE C-225,  
RIVIERA BEACH, FL 33404  
PHONE: 561-844-3408  
FAX: 561-881-8043

August 16, 2021

Clarence Sirmons, AICP  
Director of Development Services  
City of Riviera Beach  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

Re: Proposed Detox Facility – 47 West 14<sup>th</sup> Street.

Dear Mr. Sirmons:

Please be advised that this project was reviewed by the CRA Board on Wednesday May 12, 2021. The Board provided comment that they were concerned about the residents in the area and requested that the applicant hold a public meeting to obtain feedback from local resident before the project proceeded for review by the Planning and Zoning Board.

Attached is the memo provided to the CRA Board at the meeting. If you require further information, please do not hesitate to reach out to me.

Sincerely,

Scott Evans, AICP  
CRA Planning and Development Director

C: Jonathan Evans, Executive Director  
Annetta Jenkins, Director of Neighborhood Services  
Chris Smith, Pittman Law Group, General Counsel  
Opal McKinney-Williams, Pittman Law Group, General Counsel



Florida's Dynamic  
Waterfront Community

## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
Phone: 561-844-3408  
Fax: 561-881-8043  
Website: [www.rbcra.com](http://www.rbcra.com)

# MEMORANDUM

**TO:** HONORABLE CHAIR AND MEMBERS, CRA BOARD OF COMMISSIONERS, RIVIERA BEACH, FLORIDA

**FROM:** JONATHAN EVANS, MBA, MPA, ICMA-CM  
EXECUTIVE DIRECTOR, CRA

**COPY:** J. MICHAEL HAYGOOD, CRA ATTORNEY

**DATE:** MAY 5, 2021

**SUBJECT:** REQUEST FOR BOARD COMMENTS ON SITE PLAN APPLICATION  
SUBMITTED FOR 47 WEST 14<sup>TH</sup> STREET

---

### REQUEST FOR BOARD ACTION

The Agency is requesting the Board of Commissioners review the proposed new project located at 47 West 14<sup>th</sup> Street to provide comments to the City Council. Applications for new development within the community redevelopment area are required to be reviewed by both the Planning and Zoning Board and the CRA Board. The comments made by those Boards are provided to the City Council as a part of their consideration for final approval for new development applications submitted to the Development Services Department.

### SUMMARY

The City Development Services Department has received a site plan application for a proposed 25-bed detox facility. The proposed substance abuse detox facility will have average stays of between 7-45 days for their patients. The project is located within the Avenue "E" Neighborhood.

The attached CRA Plan excerpt provides the following recommendations for the area:

*"As buildings are replaced and lots infilled, the buildings should be mixed-use, offering an array of uses needed to help the neighborhood retail thrive. Types of uses should be single-family and multifamily residential, retail and office. A proper mix of uses can create a synergy in the area. Residential provides homes for workers, commercial provides jobs, and the retail has customers. The area becomes sustainable and thrives."*

Staff is recommending that the Board approves providing comments to the City Council that find that the proposed 25-bed detox facility would not create that proper mix of uses that would create



a synergy in the area and promote future redevelopment of the Avenue “E” corridor and neighborhoods.

## **NEXT STEPS**

The City’s Land Development Code provides that the project be reviewed next by the Planning and Zoning Board, followed by final consideration of the site plan application by the City Council.

## **RECOMENDATION**

CRA staff recommends that the CRA Board provides the following comments to the City Council:

The CRA Board finds that locating a detox facility within the neighborhood will not be complementary to the mix of desired uses within the Avenue E Corridor and surrounding neighborhoods, and recommends that the City Council not approve the project, deeming that the location of a 25-bed detox facility will have significant impacts to the local residential and commercial mix of uses in the surrounding area.

Staff also recommends that the CRA Board consider holding a neighborhood public meeting to review the project with the local community and receive their feedback on the proposed project.

## **ATTACHMENTS**

Site plan and elevation for proposed new project

Location map

Narrative submitted by the applicant

Avenue “E” Corridor/Neighborhood excerpt from CRA Plan

## AVENUE E

Avenue E is west and parallel to Broadway Boulevard. The area holds an assortment of churches, restaurants, automobile repair, and other essential neighborhood services. The street is active with people walking despite having no sidewalks in some places. The Citizens' Master Plan recognizes the importance of this street to the neighborhood and recommends improving the street to enhance what is already occurring.



In the Broadway West area, there is evidence of obvious pride in ownership.

The Citizens' Master Plan recommends Avenue E remain a two-way, two-lane street. This street supports a combination of neighborhood and through travel. The street should have curb and gutter, and on-street parking should alternate from the west side to the east side of the street throughout its length.

As buildings are replaced and lots infilled, the buildings should be mixed-use, offering an array of uses needed to help the neighborhood retail thrive. Types of uses should be single-family and multifamily residential, retail and office. A proper mix of uses can create a synergy in the area. Residential provides home for workers, commercial provides jobs, and the retail has customers. The area becomes sustainable and thrives.

The principles previously discussed for safe and friendly pedestrian streets should also be followed: buildings pulled to the street, sidewalks, street trees, and ample street furnishings. The Citizens' Master Plan also recommends alleys whenever possible behind the buildings fronting Avenue E. In this way, traffic can more easily be dispersed, and the servicing of these buildings can be more efficiently handled without disrupting traffic on Avenue E.

July 22, 2021

Dear Riviera Beach Resident,

My name is Samuel Rogatinsky and since 2017 I have been the owner of a parcel of land located at 55 West 14<sup>th</sup> Street and 47 West 14<sup>th</sup> Street. The parcel of land is in the Downtown Core zoned area between Avenue E and Broadway. The vacant property is about 100 feet wide and 140 feet in depth and has a beautiful oak tree in the back of the property that will provide shade for guests in the future recreational area of the building.

Since the property was purchased, it has been owned by my company HMDM, LLC which is an abbreviation for Humane Multicultural Detoxification Medical. The purpose of assembling the two parcels at 55 West 14<sup>th</sup> and 47 West 14<sup>th</sup> was to provide the Caribbean community in Palm Beach County with a state-of-the-art, fully staffed, medical detox facility that would cater to the Caribbean population in Palm Beach County.


I am uniquely familiar with the multicultural Caribbean community in Palm Beach because I own and operate seven radio stations with Haitian and Jamaican formats in Palm Beach, Broward, Hillsborough, and Orange counties. Over the years I have learned that there is a tremendous stigma for Caribbean families, both Haitian and Jamaican to seek help for people suffering from addiction and cooccurring mental conditions. Most Caribbean families will forego professional treatment for drug addiction and mental disorders because they believe that it demonstrates weakness and brings long lasting shame on their families. This becomes a bigger problem because there is no licensed medical facility in the state of Florida that caters to the unique needs and requirements of the Caribbean culture.

Our intent for this property is to build and operate a beautifully designed, fully licensed medical detoxification facility regulated by the Florida Department of Health and the Department of Children and Family Services. This 6500 square foot, two story licensed medical facility will be staffed by a full-time medical director and 24/7 nursing and psychological care in accordance with the rules of the regulating Florida agencies. Residents of this facility will be guests for no longer than 30 days. The building will be a closed facility to the general public with gates around the building and patients will be dropped off and picked up after treatment. Patients will not bring cars. Any outside appointments will be coordinated and escorted by the facility's professional staff.

The medical facility described above has been approved in a zoning verification letter issued by the zoning director of the city of Riviera Beach. However, before we formally move forward, the CRA Board of Commissioners and the Honorable Councilwoman from District 2, Kashamba Miller Anderson have requested that our team meet with the local Riviera Beach community for residents of Riviera Beach to learn more about the project. Our team would like to invite you to an open meeting on August 3, 2021 that will take place at 5:30 p.m. at the Jesus and You Outreach Ministries located at 2831 Avenue S, Riviera Beach, Florida 33404. This meeting will provide Riviera Beach residents the opportunity to review our building renderings and learn more about our building plans. Also, to demonstrate our intent to continue our partnership with the residents of Riviera Beach, we have made specific arrangements with the leadership of the Jesus and You Ministries to provide medical detoxification services to uninsured men who arrive at the Jesus and You Ministries without any health insurance and nowhere to undergo safe medical detoxification under the supervision of a physician and a full medical staff.

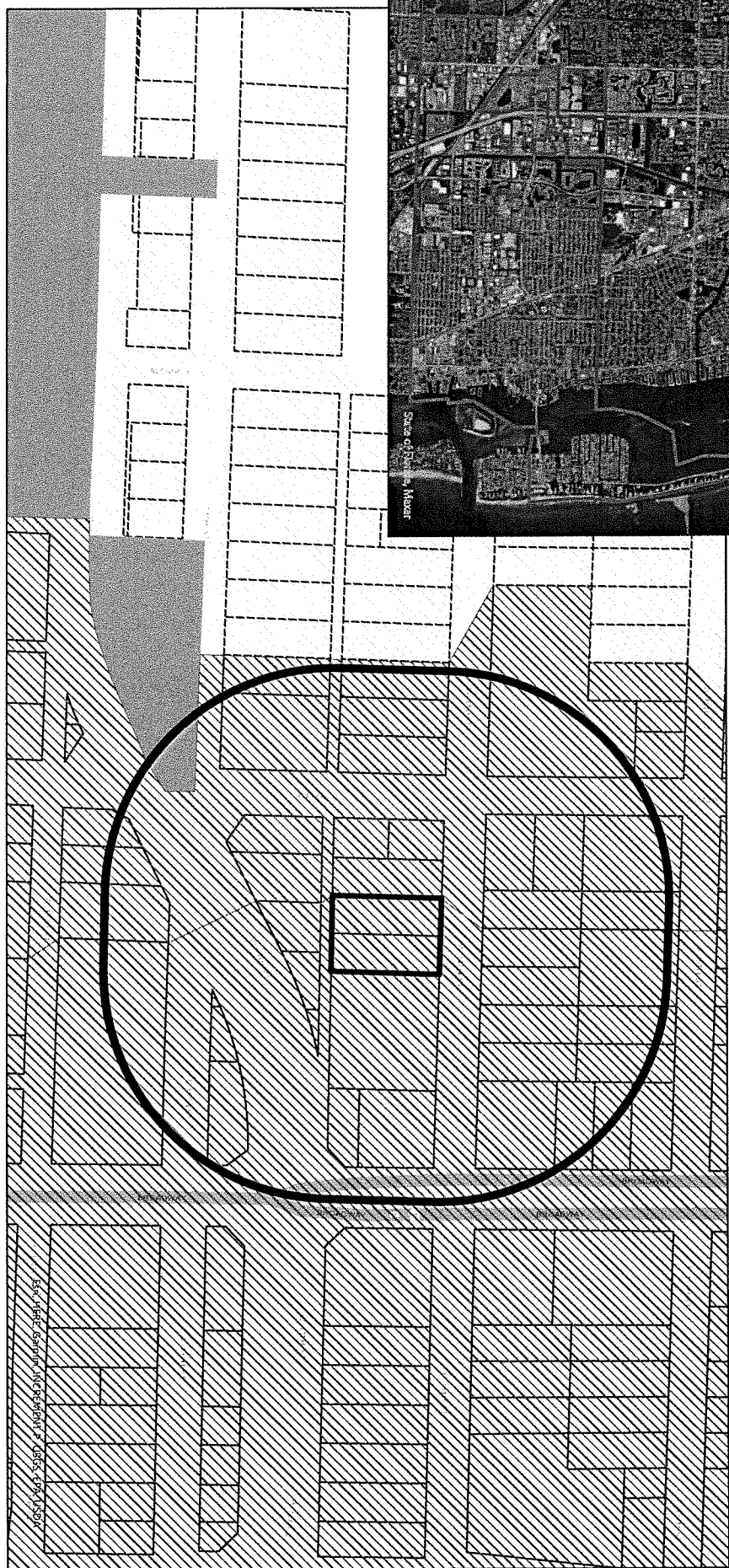
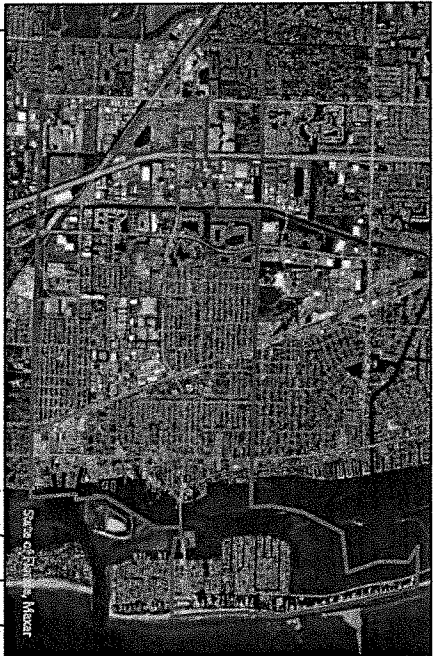
We look forward to meeting you in person.

Sincerely,



Samuel Rogatinsky  
Managing Member  
HMDM, LLC



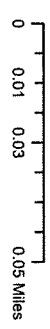


**Zoning**

- Downtown Residential
  - Downtown General
  - Downtown Core
  - RS-6: Single Family Dwelling District
  - C-1: Community Facility District
- Property Legend**
- Riviera Beach Parcels
  - City of Riviera Beach Boundary
  - 47-55 W 14th Street Properties
  - 47-55 W 14th Street 300ft Buffer



**Riviera Beach,  
47th and 55th  
W 14th Street**



Data and Map Disclaimer: The Data is provided as is without a warranty or any representation of accuracy, completeness, or timeliness. The User assumes all responsibility for determining accuracy, timeliness, completeness, interoperability and fitness for use of the Data. There are no implied or expressed warranties of any kind. The County makes no warranties expressed or implied as to use of the Data. The User acknowledges and accepts the limitations of the Data, including the fact that the Data is a representation of information and is not a substitute for professional advice and/or legal counsel.

Community Meeting  
Riviera Beach, FL

Meeting Date: 8/03/2021

Name	Address	Phone	Email
Alane F. Delaite	500 Auburn Cir W Apt B Delray Beach FL 33484	561-685-5561	m.delaite@cox.net
Patrick Bourcier	765 Flanders P Delray Beach FL 33484	561-860-7363	patrick.bourcier@gmail.com
Mamoun Beljinar	2540 Manuka Dr Pivonia NJ 08006	561-929-6805	imane@coyahoe.com
Ketline Jean Baptiste	Holladayphais1@gmail.com	561-294-0248	ketlinej1972@gmail.com
William Daphne	5051 Breckenridge Pl. # 19 W. Palm Beach, FL 33417	561-501-1514	brandon201@gmail.com
REV. SEAN CUMMIS	561-235-4318	561-797-6714	hdcarmel@yahoo.com
Ducarmel, Elyse	561-306-8893		
Alisa Bostum	561-686-4864		
Ben Aogatin	561-336-0715		

**From:** Ben Rogatinsky benr@ecfo.ai  
**Subject:** Meeting Notes Aug 3 2021 5:30 PM  
**Date:** August 3, 2021 at 6:00 PM  
**To:** Ben Rogatinsky benr@ecfo.ai, Sam Rogatinsky samr@rogatinskylaw.com



Opening greeting by Council member Kashamba

Remarks by Samuel Rogatinsky explaining the proposed building.

Presentation of pictures/plans of proposed building by Samuel Rogatinsky

Comments by Dr Mark Lafalaise about the need in the Caribbean community

Discussion with council member Kashamba Regarding who the center will service

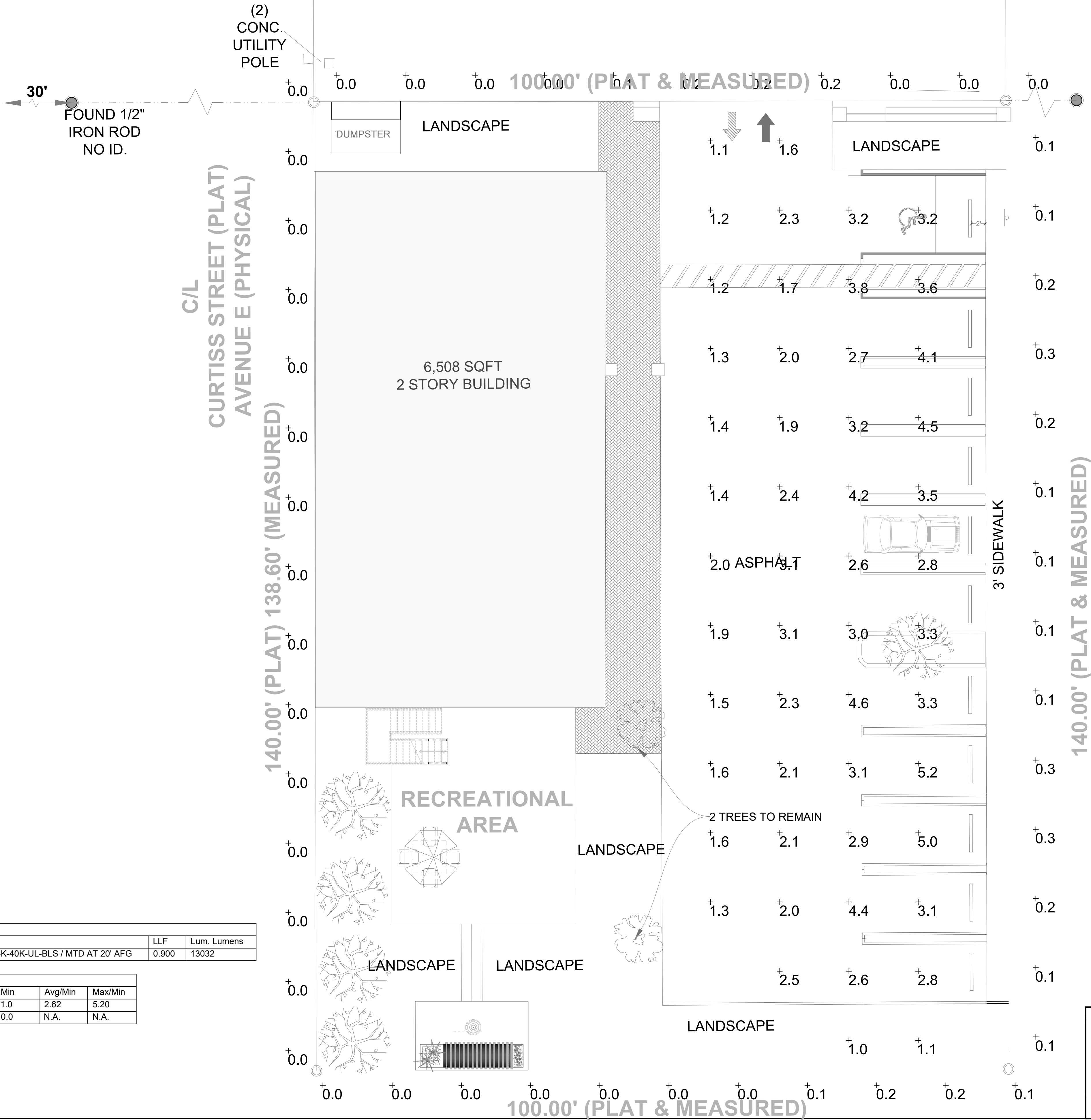
Comments by Salusa Basquin - community activist, about drug problem in the community.

Questions taken from the audience

Comments from commissioner Kashamba

Meeting adjourned

C/L  
NORTH AVENUE (PLAT)  
WEST 14TH STREET (PHYSICAL)



Luminaire Schedule					
Symbol	Qty	Label	Description	LLF	Lum. Lumens
	2	SA	CREE LTG#: OSQ-A-4ME-K-40K-UL-BLS / MTD AT 20' AFG	0.900	13032

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING AREAS	Illuminance	Fc	2.62	5.2	1.0	2.62	5.20
PROPERTY LINE	Illuminance	Fc	0.04	0.3	0.0	N.A.	N.A.

PHOTOMETRICS PLAN  
SCALE 1/8" = 1'-0"

**PREMIER**  
CONSULTING ENGINEERS, LLC  
MECHANICAL | ELECTRICAL | PLUMBING  
ENGINEERING + CONSULTING  
COA # 29969  
2799 NW 2ND AVE, SUITE H-202, BOCA RATON, FL 33431  
PH: 561.672.7344 | FAX: 561.892.7700  
EMAIL: MEP@PREMIER-ENGINEERS.COM

KAMAL AL HALAG  
LICENSE  
No 63970  
STATE OF  
FLORIDA  
PROFESSIONAL ENGINEER

REVISIONS	BY

MEDICAL BUILDING  
RIVIERA BEACH, FL

NADER GOUBRAN, ARCHITECT  
217 GAZETTA WAY, WEST PALM BEACH, FL 33413  
P : 561-644-3784 F : 561-296-7866 N\_GOUBRAN@MSN.COM  
LICENSE NUMBER AR-0097801

DATE	2/26/20
SCALE	1/8"=1'-0"

SHEET  
PH-1



JOB: MEDICAL OFFICE BUILDING RIVIERA BEACH TYPE: SA  
OSQ-A-NM-4ME-K-40K-UL-XX / OSQ-AA-XX / OSQ-BLSMF

OSQ Series  
OSQ™ LED Area/Flood Luminaire – Medium

Product Description

The OSQ™ Area/Flood luminaire blends extreme optical control, advanced thermal management and modern, clean aesthetics. Built to last, the housing is rugged cast aluminum with an integral, weatherlight LED driver compartment and high performance heat sink. Its slim, low-profile design minimizes wind load requirements and blends seamlessly into the site providing even, quality illumination. The 'B' Input power designator is a suitable upgrade for HID applications up to 250 Watt, and the 'K' Input power designator is a suitable upgrade for HID applications up to 400 Watt.

**Applications:** Parking lots, walkways, campuses, car dealerships, office complexes, and internal roadways

Performance Summary

NanoOptic® Precision Delivery Grid™ optic  
Assembled in the U.S.A. of U.S. and imported parts  
**Initial Delivered Lumens:** Up to 17,291  
**Efficacy:** Up to 136 LPW  
**CRI:** Minimum 70 CRI  
**CCT:** 3000K (L/- 3000K, 4000K (L/- 3000K, 5700K (L/- 5000K)  
**Limited Warranty:** 10 years on Luminaire/10 years on Colorfast DeltaGuard® finish

\*See <http://lighting.cree.com/warranty> for warranty terms

Accessories

Field-Installed	Hand-Held Remote
<b>Backlight Shield</b> OSQ-BLSMF - Front facing optics OSQ-BLSMF - Rotated optics	X6-SERIES - For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required

Ordering Information

Fully assembled luminaires are composed of two components that must be ordered separately:  
Example: Mount: OSQ-AASV - Luminaire: OSQ-A-NM-4ME-B-40K-UL-SV

Mount (Luminaire must be ordered separately)*	
OSQ-	
OSQ-AA Adjustable Arm OSQ-DA Direct Arm	Color Options: SV Silver BK Black BZ Bronze WH White

\*Reference EPA and pole configuration suitability data beginning on page 7

OSQ	A	NM	Mount	Optic	Input Power Designator	CCT	Voltage	Color Options	Options
OSQ	A	NM	XX	Asymmetric 2ME Type II Medium 3ME Type II Medium Symmetric SME Type V Medium SBI 40° Flood Type V Short WSN Wide Sign 1SD 15° Flood	B 8W K 150W Z 33W	30K 3000K 40K 4000K 57K 5700K	UL Universal 347-480V Input Power Designators only	BK Black SV Silver WH White	DIM 0-10V Dimming - Control by others - Refer to Dimming spec sheet for details - Can't exceed wattage of specified input power designator F Fuse - When code dictates fusing, use time delay fuse - Available for U.S. applications only PML Programmable Multi-Level, up to 40' Mounting Height - Refer to PML spec sheet for details Intended for downlight applications at 0° tilt PML2 Programmable Multi-Level, 10-30' Mounting Height - Refer to PML2 spec sheet for details Intended for downlight applications at 0° tilt

\* Available with Backlight Shield when ordered with field-installed accessory (see table above)



Rev. Date: V16 10/02/2018

Canada: [www.cree.com/canada](http://www.cree.com/canada)

US: [lighting.cree.com](http://lighting.cree.com) T (800) 236-6800 F (262) 504-5415  
Canada: [www.cree.com/canada](http://www.cree.com/canada) T (800) 473-1234 F (800) 890-7507

OSQ™ LED Area/Flood Luminaire – Medium

Product Specifications

- Slim, low profile design minimizes wind load requirements
- Luminaire housing is rugged die cast aluminum with an integral, weatherlight LED driver compartment and high performance heat sink
- Convenient interlocking mounting method on direct arm mount. Mounting adapter is rugged die cast aluminum and mounts to 3/4" (76-152mm) square or round pole, secured by two 5/16-18 UNC bolts spaced on 2" (51mm) centers
- Mounting for the adjustable arm mount adaptor is rugged die cast aluminum and mounts to 2" (51mm) IP, 2.375" (60mm) O.D. tenon
- Adjustable arm mount can be adjusted 180° in 2.5° increments
- Designed for uplight and downlight applications
- Exclusive Colorfast DeltaGuard® finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Silver, bronze, black, and white are available
- Weight: 26.5 lbs. (12kg)

ELECTRICAL SYSTEM

- Input Voltage: 120-277V or 347-480V, 50/60Hz, Class 1 drivers
- Power Factor: > 0.9 at full load
- Total Harmonic Distortion: < 20% at full load
- Integral 10kV surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- 10V Source Current: 0.15mA

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Enclosure rated IP66 per IEC 60529 when ordered without R option
- Consult factory for CE Certified products
- Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- Meets FCC Part 15, Subpart B, Class A standards for conducted and radiated emissions
- Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Meets Buy American requirements within ARRA
- DLC and DLC Premium qualified versions available. Some exceptions apply. Please refer to <https://www.designlights.org/search/> for most current information
- RoHS compliant. Consult factory for additional details
- Dark Sky Friendly, IIDA Approved when ordered with 30K CCT. Please refer to <http://darksky.org/isa/isa-products/> for most current information
- CA Residents WARNING: Cancer and Reproductive Harm - [www.p66warnings.ca.gov](http://www.p66warnings.ca.gov)

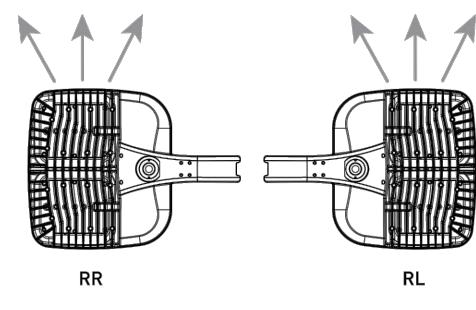
AA Mount



US: [lighting.cree.com](http://lighting.cree.com)

T (800) 236-6800 F (262) 504-5415

RR/RL Configuration



Canada: [www.cree.com/canada](http://www.cree.com/canada)

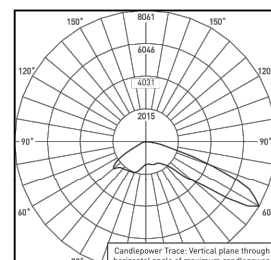
T (800) 473-1234 F (800) 890-7507

OSQ™ LED Area/Flood Luminaire – Medium

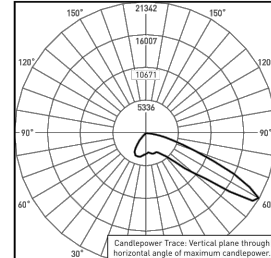
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/area/osq-series>

2ME

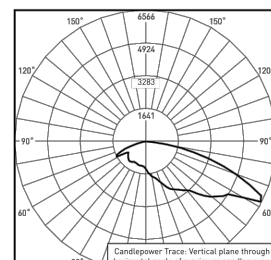


TEST: Test Report #: PL08077-001  
OSQ-A-\*\*-3ME-B-40K-UL  
Initial Delivered Lumens: 10,381

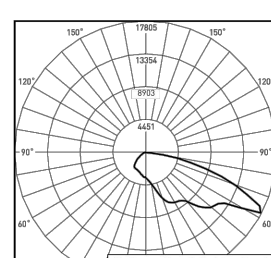


TEST: Test Report #: PL07702-001A  
OSQ-A-\*\*-3ME-B-30K-UL  
Initial Delivered Lumens: 7,282

3ME



TEST: Test Report #: PL08077-001A  
OSQ-A-\*\*-3ME-B-40K-UL  
Initial Delivered Lumens: 10,421



TEST: Test Report #: PL07702-001A  
OSQ-A-\*\*-3ME-B-30K-UL  
Initial Delivered Lumens: 7,281

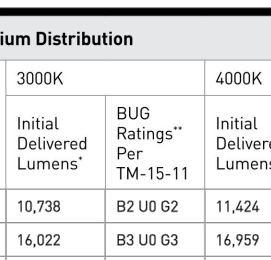
US: [lighting.cree.com](http://lighting.cree.com)

T (800) 236-6800 F (262) 504-5415

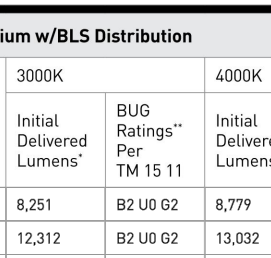
2ME

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/area/osq-series>

2ME

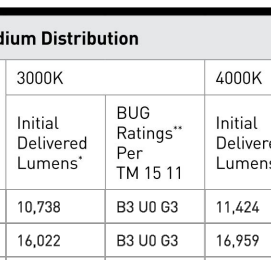


TEST: Test Report #: PL08077-001  
OSQ-A-\*\*-3ME-B-40K-UL  
Initial Delivered Lumens: 10,381

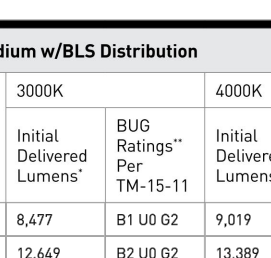


TEST: Test Report #: PL07702-001A  
OSQ-A-\*\*-3ME-B-30K-UL  
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3ME



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Initial Delivered Lumens: 7,281

US: [lighting.cree.com](http://lighting.cree.com)

T (800) 236-6800 F (262) 504-5415

REVISIONS	BY

MEDICAL BUILDING  
RIVIERA BEACH, FL

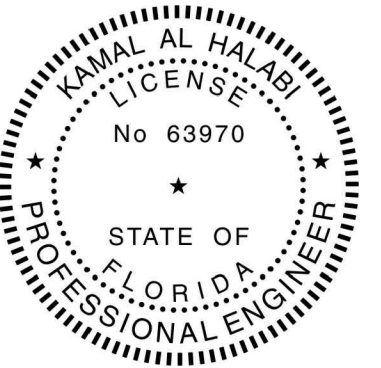
NADER GOUBRAN, ARCHITECT  
217 GAZETTA WAY, WEST PALM BEACH, FL 33413  
P: 561-644-3784 F: 561-296-7866 N.GOUBRAN@MSN.COM  
LICENSE NUMBER AR-0097801



DATE: 2/26/20  
SCALE: not to scale

SHEET  
PH-2

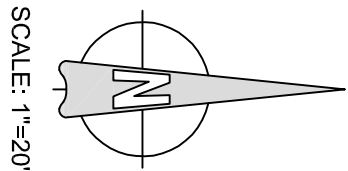
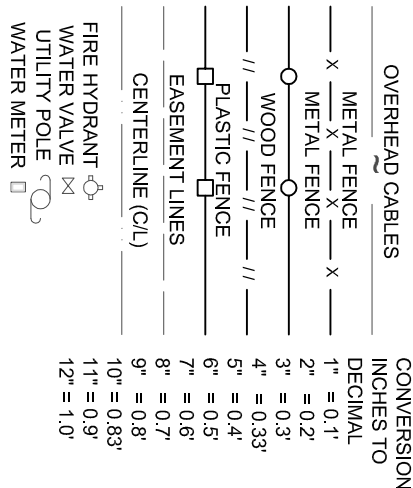
PREMIER  
CONSULTING ENGINEERS, LLC  
MECHANICAL | ELECTRICAL | PLUMBING  
ENGINEERING + CONSULTING  
COA # 29969  
2799 NW 2ND AVE, SUITE H-202, BOCA RATON, FL 33431  
PH: 561.672.7344 | FAX: 561.892.7700  
EMAIL: MEP@PREMIER-ENGINEERS.COM





<b>DATE:</b>	<b>DESCRIPTION:</b>
05/25/2019	FIELD LOCATION OF IMPROVEMENTS

A/C	= AIR CONDITIONING UNIT
ADJ	= ADJACENT
BCR	= BROWARD COUNTY RECORDS
BM	= BENCHMARK
CALC	= CALCULATED
CA	= CENTRAL ANGLE
C/L	= CENTERLINE
CB	= CATCH BASIN
CBS	= CONCRETE BLOCK WALL
CHATT	= CHATTAHOOCHEE
CHNG	= CONCRETE
CM	= CONCRETE MONUMENT
COL	= COLUMN
D	= DEED
DE	= DRAINAGE EASEMENT
DS	= DRAINAGE STRUCTURE
ELEV.	= ELEVATION
EWOW	= EDGE OF WATER
FD	= FOUND
FF	= FINISHED FLOOR
ID	= IDENTIFICATION
INV	= INVERT
IP	= IRON PIPE
IR	= IRON ROD
L	= LENGTH
LAE	= LIMITED ACCESS EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
LP	= LIGHT POLE
M	= MEASURED
MD	= M&L AND DISC
N/G	= NATURAL GROUND
NR	= NON RADIAL
NTS	= NOT TO SCALE
OHC	= OVERHEAD CABLES
ORB	= OFFICIAL RECORD BOOK
P	= PLAT
PB	= PLAT BOOK
PBOR	= PALM BEACH COUNTY RECORDS
PC	= POINT OF CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PCP	= PERMANENT CONTROL POINT
PG	= PAGE
PI	= POINT OF INTERSECTION
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PRC	= POINT OF REVERSE CURVATURE
PRM	= PERMANENT REFERENCE MONUMENT
PT	= POINT OF TANGENCY
R	= RADUS
RGE	= RANGE
ROE	= ROOF OVERHANG EASEMENT
R/W	= RIGHT OF WAY
SEC	= SECTION
SW	= SIDEWALK
TOB	= TOP OF BANK
TYPE	= TYPICAL
UE	= UTILITY EASEMENT
WF	= WOOD FENCE
WPP	= WOOD POWER POLE (UTILITY POLE)



SIGNED:  STATE OF  
FLORIDA  
COUNTY OF DADE  
SIGNED: \_\_\_\_\_ & MAPPER  
GINO FURLANO SURVEYOR AND MAPPER  
FLORIDA LICENSE NO.: 5044  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED  
SURVEYOR/MAPPER NAMED ABOVE.

February 24, 2020

**TRAFFIC STATEMENT**

Medical Building  
47 West 14th Street  
Riviera Beach, Florida

**Project Description**

The proposed project consists of the construction of an approximately 6,508 square foot medical office building located on West 14th Street in the City of Riviera Beach. The site is approximately 0.3289 acres (14,327 SF) and is currently undeveloped. The parcel control number for this property is 56-43-42-33-06-003-0110. Site access is proposed via a driveway off West 14th Street. The buildout date for this project is December 2021.

**Purpose of Study**

This study will analyze the proposed project's impact on the surrounding roadways within the project's radius of development influence in accordance with Palm Beach County Land Development Code Article 15, Section 15.9 Traffic Performance Standards.

The Traffic Performance Standards require that a proposed development meet two "tests" with regards to traffic. Test 1, or the Link/Buildout Test, requires that no site specific development order be issued which would, during the build-out period of the project, add project traffic at any point on any major roadway link within the project's radius of development influence if the total traffic on that link would result in a peak hour traffic volume that exceeds the adopted threshold level of service during the build-out period of the project.

Test 2, or the Model Test, requires that no site specific development order be issued which would add project traffic to any link within the project's model radius of development influence if the total model traffic on that link would result in a peak hour traffic volume, as determined by the model, that exceeds the adopted level of service.

This study will verify that the proposed development's traffic impact will meet the Palm Beach County Traffic Performance Standards.

**Project Traffic**

Daily and peak-hour vehicular trips generated by the subject development plan were estimated utilizing Palm Beach County approved trip generation rates as follows:

Trip Generation  
Medical Office

**DAILY**

Land Use	ITE Code	Intensity	Trip Generation Rate	Pass-by %	Total Trips
Medical Office	720	6,508 SF	34.8	10%	203

**AM Peak Hour**

Land Use	ITE Code	Intensity	Trip Generation Rate	Pass-by %	Total Trips		
					In	Out	Total
Medical Office	720	6,508 SF	2.78	10%	12	4	16

**PM Peak Hour**

Land Use	ITE Code	Intensity	Trip Generation Rate	Pass-by %	Total Trips		
					In	Out	Total
Medical Office	720	6,508 SF	3.46	10%	6	14	20

(1) Source: Institute of Transportation Engineers (ITE), Trip Generation, 10<sup>th</sup> Edition

As the above table shows, based on the adopted trip generation rates, the proposed new construction will result in a net increase of 203 trips during an average weekday and 20 trips during the PM peak hour. Based on the trips generated by the proposed development, it is clear that this development has less than one percent (1%) impact of the adopted level of service, therefore no further analysis is required and the new development meets concurrency.

Access Analysis

Access to the site is provided via a driveway off West 14th Street as shown on the attached site plan. Based on the trip generation of this site, it is our opinion that accessibility to the site is adequate.

Conclusions

Since the proposed development has less than one percent (1%) impact of the adopted level of service, the site will have an insignificant trip assignment and therefore meets the requirements of Palm Beach County performance standards.

Sincerely,

Imtiaz Ahmed, P.E.  
FL License No.: 46102

**ATTACHMENT B**  
**PROPERTY INFORMATION**





**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

"An Equal Opportunity  
Affirmative Action Employer"

November 3, 2020

Imtiaz Ahmed, P.E.  
Atlantic Engineering Services, Inc.  
2826 Waters Edge Circle  
Greenacres, FL 33413

**RE: 47 West 14<sup>th</sup> Street**  
**Project #: 201018**  
**Traffic Performance Standards Review**

Dear Mr. Ahmed:

The Palm Beach County Traffic Division has reviewed the **47 West 14<sup>th</sup> Street Development** Traffic Impact Statement, dated February 24, 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:

<b>Municipality:</b>	Riviera Beach
<b>Location:</b>	South side of W 14 <sup>th</sup> Street, west of Broadway
<b>PCN:</b>	56-43-42-33-06-003-0110
<b>Access:</b>	One access driveway connection onto W 14 <sup>th</sup> Street <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
<b>Existing Uses:</b>	Vacant
<b>Proposed Uses:</b>	Medical Office = 6,508 SF
<b>New Daily Trips:</b>	203
<b>New Peak Hour Trips:</b>	16 (12/4) AM; 20 (6/14) PM
<b>Build-out:</b>	December 31, 2021

Based on our review, the Traffic Division has determined that the proposed project will have a net impact of 20 peak hour trips and therefore, a detailed traffic study is not required. The project meets Palm Beach County Traffic Performance Standards.

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

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

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



Imtiaz Ahmed, P.E.  
November 3, 2020  
Page 2

approval letter has been superseded by another approval letter for the same property.

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

Sincerely,

A handwritten signature in blue ink that reads "Quazi Bari".

Quazi Bari, P.E., PTOE  
Manager – Growth Management  
Traffic Division

QB:HA:rb

cc: Addressee

Jeff Gagnon, P&Z Administrator, City of Rivera Beach  
Hanane Akif, E.I., Project Coordinator II, Traffic Division  
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review

F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2020\201018 - 47 WEST 14TH STREET.DOCXN



## American Testing Materials Engineering, LLC

Testing Laboratories - Engineering Inspection Services - Chemist - Drilling - Environmental Services  
1950 W 84th Street, Hialeah, Florida 33014 - Phone: 305-646-1888/Fax: 305-646-1887

### PERCOLATION TEST USUAL OPEN HOLE TEST (CONSTANT HEAD)

CLIENT:	Atlantic Engineering Services, Inc.	DATE:	2/7/2020
CLIENT ADDRESS:	2822 Water Edge Circle	TEST #:	P1
	GreenAcres, FL 33413		
PROJECT NAME:	Medical Building		
PROJECT ADDRESS:	47 West 14 Street		
	Riviera Beach, FL 33404		

LOCATION OF TEST	As marked on plan		
DIAMETER OF HOLE (IN)	6	LATITUD:	
DEPTH HOLE (FEET)	15	LONGITUD:	
WATER TABLE BELOW GROUND SURFACE:	10'-6"		

No.	Elapse Time (minute)	GPM
1	1	8.0
2	1	8.0
3	1	8.0
4	1	8.0
5	1	8.0
6	1	8.0
7	1	8.0
8	1	7.0
9	1	7.0
10	1	7.0

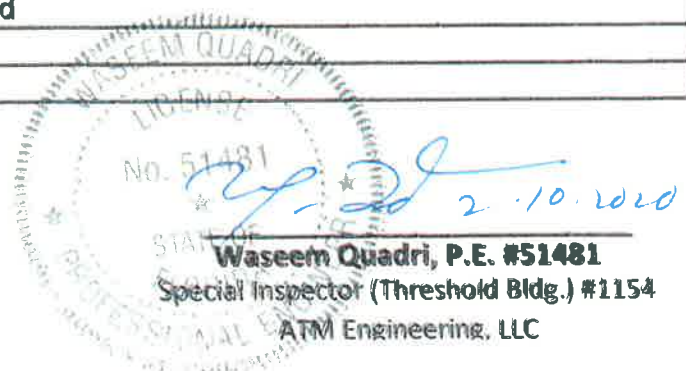
PERCOLATION RATE :	7.7
K-VALUE:	1.054E-04

0'-0" to 1'-8"	Backfill - brown medium silica sand with shells mixed with black sand and some rocks
1'-8" to 3'-6"	Light brown medium silica sand
3'-6" to 9'-6"	Tan medium silica sand
9'-6" to 15'-0"	Brown medium silica sand

FIELD TECH.	M/A
TYPE BY:	eg

Report Distribution:

1	Office
1	Field Office



Waseem Quadri, P.E. #51481  
Special Inspector (Threshold Bldg.) #1154  
ATM Engineering, LLC





August 16, 2020

Terrence N. Bailey, PE  
Interim Public Works Director  
CITY OF RIVIERA BEACH  
RIVIERA BEACH, FLORIDA 33419

**SUBJECT: Site Plan Review – SP-20-11 Medical Building 55**  
**47 14th St**

Dear Sir:

Please see comment responses below for the above referenced project.

CE 1 –

a. North arrow missing.

**North arrow added.**

b. According to the property appraiser, this project is encompassed by two parcels. Please provide proof of unity of title to eliminate the property line running through the building.

**Parcel line running through building removed.**

c. Please show how runoff from the western edge of the roofline will be kept onsite and routed to the parking area for treatment.

**Spot elevations and sections added showing roof runoff will sheet flow to the pavement and then into the proposed catch basins.**

Please call me if you have any questions.

Sincerely,



Imtiaz Ahmed, PE  
Atlantic Engineering Services, Inc.





# Riviera Beach Fire Rescue

## Bureau of Fire Prevention

600 W Blue Heron Boulevard • Riviera Beach, Florida 33404

Telephone: 561-845-4106 • Facsimile: 561-845-4137

TO: Mary F. Savage Dunham, AICP, CFM Assistant Director of Development Services

FROM: Frank Stallworth, Fire Plan Reviewer

DATE: March 5, 2021

SUBJECT: SP-20-11 site plan review location 47 West 17<sup>th</sup> Street.

PC: 56-43-42-33-06-003-011

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### Comments

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The proposed occupancy is a two-story Residential Detox/Mental Health Facility 6,508 square feet. The Fire Prevention Bureau has the following comments:

The comments listed below are an attempt to provide the contractor/owner with an outline of the fire code requirements. All installation and construction shall come into compliance with the Florida Fire Prevention code 7<sup>th</sup> Edition and city ordinance.

The developer must take into account the city's ordinance requirement that all new buildings totaling 5,000 square feet or more of gross floor area require a complete fire sprinkler system installed in accordance with applicable NFPA codes. This requirement is independent of the type of construction or type of occupancy of the building. Gross floor area shall be computed by determining the entire square footage under roofs, coverings, or permanent awnings, regardless of any separation. The square footage of each floor level shall be counted separately and combined to achieve a total gross floor area. Where required in NFPA new buildings, automatic sprinkler systems are installed, they shall be continuously monitored by a certified central station fire alarm system providing service that complies with all requirements of NFPA 70 and 72, National Fire Alarm Code.

In addition, a fire hydrant must be located with 100 feet of the fire department connection (FDC) for all buildings with a fire sprinkler system. Lines to which hydrants are connected shall be a minimum of six inches, except those portions of pipe supplying both hydrant and automatic extinguishing system, which shall be at least 8 inches. Each branch shall be provided with a gate valve located as close as possible to the main and shall be restrained by thrust blocks or other approve per NFPA.

Fire lanes shall be marked with freestanding signs or marked curbs, sidewalks, or other traffic surfaces that have the words FIRE LANE — NO PARKING painted in contrasting colors at a size and spacing approved by the authority having jurisdiction.

Fire protection engineering documents shall be prepared in accordance with applicable technology and the requirements of the authority having jurisdiction. The documents shall identify the Engineer of Record for the project. Both the engineer of record for the fire protection system and the delegated engineer, if utilized, shall comply with the requirements of the general responsibility rules, Chapter 61G15-30, F.A.C. and Chapter 61G15-32, F.A.C. Fire protection system engineering drawings, specifications, prescriptive and performance criteria, water supply analysis and other materials or representations, that set forth the overall design requirements and provide sufficient direction for the contractor to layout the construction, alteration, demolition, renovation, repair, modification, permitting and such, for any public or private fire protection system(s), which are prepared, signed, dated and sealed by the Engineer of Record for the Fire Protection System(s) must be submitted with the general construction documents pursuant to Section 553.79(6), F.S.

Each building greater than 5000 square feet shall be provided with a lock box (Knox or Supra) containing the necessary keys for fire department access, the location of which will be coordinated with the Fire Marshal. Gates obstructing access roads shall have a Knox-box padlock are Knox-box key access.

Licensed fire sprinkler contractor is required to **submit shop drawings** that include a stamped approval by the engineer of record. Fire sprinkler installation shall comply with NFPA 13, state and local ordinances.

licensed fire alarm contractor is required to **submit shop drawings** that include a stamped approval by the engineer of record, voltage calculations, battery calculations, all wire sizes and types, and all device types and locations for approval prior to the installation of any part of the system. Fire alarm installation shall comply with NFPA 70 and 72, state and local ordinances.

If there are any questions regarding these requirements, please feel free to contact me at 561-845-4106.

C: Department file.



## Savage-Dunham, Mary

---

**From:** Bailey, Terrence  
**Sent:** Friday, March 12, 2021 1:26 PM  
**To:** Savage-Dunham, Mary  
**Cc:** Reyes, Paula; Leger, Josue; Sirmons, Clarence  
**Subject:** Re: Comments for SP-20-11 & SP-20-07

Yes they are good

Terrence N. Bailey, LEED AP, P.E.  
Interim Director of Public Works  
[1481 15th St Riviera Bch 33404](#)  
[Phone: \(561\) 845-4080](#)  
[Fax: \(561\) 840-4038](#)  
[tbailey@rivierabeach.org](mailto:tbailey@rivierabeach.org)

On Mar 12, 2021, at 12:56 PM, Savage-Dunham, Mary  
<[msavagedunham@rivierabeach.org](mailto:msavagedunham@rivierabeach.org)> wrote:

Medical office

---

**From:** Bailey, Terrence <[TBailey@rivierabeach.org](mailto:TBailey@rivierabeach.org)>  
**Sent:** Friday, March 12, 2021 12:51 PM  
**To:** Savage-Dunham, Mary <[msavagedunham@rivierabeach.org](mailto:msavagedunham@rivierabeach.org)>; Reyes, Paula <[PREyes@rivierabeach.org](mailto:PREyes@rivierabeach.org)>; Leger, Josue <[JLeger@rivierabeach.org](mailto:JLeger@rivierabeach.org)>  
**Cc:** Sirmons, Clarence <[CSirmons@rivierabeach.org](mailto:CSirmons@rivierabeach.org)>  
**Subject:** RE: Comments for SP-20-11 & SP-20-07

On which project?

**Terrence N. Bailey, PE**  
Director of Public Works  
City of Riviera Beach  
1481 W. 15th Street  
Riviera Beach, FL, 33404  
Office: 561-845-4080  
[Tbailey@rivierabeach.org](mailto:Tbailey@rivierabeach.org)  
[www.rivierabeach.org](http://www.rivierabeach.org)

---

**From:** Savage-Dunham, Mary <[msavagedunham@rivierabeach.org](mailto:msavagedunham@rivierabeach.org)>  
**Sent:** Friday, March 12, 2021 12:42 PM  
**To:** Reyes, Paula <[PREyes@rivierabeach.org](mailto:PREyes@rivierabeach.org)>; Leger, Josue <[JLeger@rivierabeach.org](mailto:JLeger@rivierabeach.org)>  
**Cc:** Sirmons, Clarence <[CSirmons@rivierabeach.org](mailto:CSirmons@rivierabeach.org)>; Bailey, Terrence <[TBailey@rivierabeach.org](mailto:TBailey@rivierabeach.org)>  
**Subject:** RE: Comments for SP-20-11 & SP-20-07

Terrance,  
Does this mean that the drainage comments have all been addressed now?  
Thank you,  
Mary

**From:** Reyes, Paula <[PREyes@rivierabeach.org](mailto:PREyes@rivierabeach.org)>

**Sent:** Friday, March 12, 2021 12:35 PM

**To:** Savage-Dunham, Mary <[msavagedunham@rivierabeach.org](mailto:msavagedunham@rivierabeach.org)>; Leger, Josue <[JLeger@rivierabeach.org](mailto:JLeger@rivierabeach.org)>

**Cc:** Sirmons, Clarence <[CSirmons@rivierabeach.org](mailto:CSirmons@rivierabeach.org)>; Bailey, Terrence <[TBailey@rivierabeach.org](mailto:TBailey@rivierabeach.org)>

**Subject:** Comments for SP-20-11 & SP-20-07

Good Morning,

Attached please find the comments for the following plans:

Medical Building (47 & 55 W 14th St)-SP-20-11

Buccaneer Credit Union (1100 E. Blue Heron)-SP-20-07

Carrington Pines (FKA Lone Pine)-SP-20-08

Best,

**Paula Reyes**

Staff Assistant

Public Works Department

City of Riviera Beach

1481 W 15th Street

Riviera Beach, FL 33404

Office: (561) 845-3429

[PREyes@RivieraBeach.org](mailto:PREyes@RivieraBeach.org)

[www.rivierabeach.org](http://www.rivierabeach.org)

CITY OF RIVIERA BEACH  
RIVIERA BEACH, FLORIDA 33419

• P. O. Drawer 10682 •

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DEPARTMENT OF PUBLIC WORKS

INTER-DEPARTMENTAL COMMUNICATION

---

Tel. (561) 845-4080

Fax (561) 840-4845

**MEMORANDUM**

TO: Mary Savage Dunham, Assistant Director of Development Services

FROM: Terrence N. Bailey, PE, Public Works Director

DATE: 3/12/2021

RE: Site Plan Review – SP-20-11 Medical Building 47 & 55 W 14<sup>th</sup> St

---

Engineering and Public Works comments are provided below:

*I. General –*

- a.* Show Dumpster with accurate dimensions as shown on the detail, with 12' depth from the edge of the pavement. The site plan shows only 10' from EOP to property line so the dumpster may not fit.



**For Staff Use Only**

<b>City of Riviera Beach</b>  Community Development Department 600 W. Blue Heron Boulevard Riviera Beach, Florida 33404  Phone: (561) 845-4060 Fax : (561) 845-4038	<b>Date:</b> _____	<b>Case Number:</b> _____
	<b>Project Title:</b> _____	
	<b>Fee Paid:</b> _____	<b>Notices Mailed:</b> _____
	<b>1<sup>st</sup> Hearing:</b> _____	<b>2<sup>nd</sup> Hearing:</b> _____
	<b>Publication Dates (if required)</b> _____	

**UNIFORM LAND USE APPLICATION**

*(Please attach separate sheet of paper for required additional information)  
 Complete appropriate sections of Application and sign.*

<b>APPLICANT</b>	Name of Property Owner(s): EC Commerical Properies, LLC / East Coast Property Investment Group, LLC
	Mailing Address: 7965 Lantana Road, Lake Worth, FL 33467
	Property Address: 3100 & 3124 Broadway Avenue, Riviera Beach, FL 33404
	Name of Applicant (if other than owner): Berkeley Landing LTD
	Cell Home: (305) 710-8603      Work: (561) 207-2070      Fax: (    )
	E-mail Address: Timothy Wheat, twheat@pinnaclehousing.com

**PLEASE ATTACH LEGAL DESCRIPTION**

<b>PROPERTY</b>	Future Land Use Map Designation: <sup>Downtown MXD</sup> Current Zoning Classification: <sup>Downtown General and Downtown Residential</sup>
	Square footage of site: 174,637.37      Property Control Number (PCN): 56-43-42-28-42-000-0010 & 56-43-42-28-00-002-0020
	Type and gross area of any existing non residential uses on site: Vacant
	Gross area of any proposed structure: Vacant
	Is there a current or recent use of the property that is/was in violation of City Ordinance? [ <input type="checkbox"/> ] Yes    [ <input checked="" type="checkbox"/> ] No
	If yes, please describe:
	Have there been any land use applications concerning all or part of this property in the last 18 months? [ <input type="checkbox"/> ] Yes    [ <input checked="" type="checkbox"/> ] No
	If yes, indicate date, nature and applicant's name:
	Briefly describe use of adjoining property: North: prior ATT site, recent sale for redevelopment
	South: Ocean Tide MHP
East: Condominium (Lake Harbor/Wilshire North)	
West: Ocean Tide MHP	

<b>REZONE</b>	Requested Zoning Classification: Partial rezoning to the Downtown General district
	Is the requested zoning classification contiguous with existing? yes
	Is a Special Exception necessary for your intended use? [ <input type="checkbox"/> ] Yes    [ <input checked="" type="checkbox"/> ] No
	Is a Variance necessary for your intended use? [ <input type="checkbox"/> ] Yes    [ <input checked="" type="checkbox"/> ] No


<b>FUTURE LAND USE</b>	Existing Use: <b>No change requested</b> Proposed Use:
	Land Use Designation: Requested Land Use:
	Adjacent Land Uses: North: South:
	East: West:
	Size of Property Requesting Land Use Change:

<b>SPECIAL EXCEPTION</b>	Describe the intended use requiring a Special Exception: <b>No Special Exception requested</b>
	Provide specific LDR ordinance section number and page number:
	How does intended use meet the standards in the Land Development Code?
	Demonstrate that proposed location and site is appropriate for requested use:
	Demonstrate how site and proposed building(s) have been designed so they are compatible with adjacent uses and neighborhoods:
	Demonstrate any landscaping techniques to visually screen use from adjacent uses:
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use:
	Demonstrate how utilities and other service requirements of the use can be met:
	Demonstrate how the impact of traffic generated will be handled:
	On-site:
Off-Site:	
Other:	

<b>VARIANCE</b>	Describe the Variance sought: <b>No Variance requested</b>
	Demonstrate that the Variance is needed to overcome a hardship caused by the unique physical conditions of the site:
	Specify the minimum Variance requirements including: height, lot area, size of structure, size of yard, setback, buffer or open space:
	Other:

<b>SITE PLAN</b>	Describe proposed development: Two (2) three-story residential affordable housing apartment buildings, including Live Work, with amenities
	Demonstrate that proposed use is appropriate to site: Proposed development is permitted in the Downtown CRA district and compatible with surrounding uses. See Narrative for more detail.
	Demonstrate how drainage and paving requirement will be met: <b>See Drainage and Engineering documents for details.</b>
	Demonstrate any landscaping techniques to visually screen use from adjacent uses: <b>See Narrative and Landscape Plan for details.</b>
	Demonstrate what is proposed to reduce the impact of any potential hazards, problems, public nuisances generated by use: The proposed residential use will not have any negative impact on the area, but will provide for new development that will further the City's goals.
	Demonstrate how utilities and other service requirements of the use can be met: <b>See Narrative and Engineering documents for details.</b>
	Demonstrate how the impact of traffic generated will be handled: On-site: <b>See Traffic Statement</b> Off-site: <b>See Traffic Statement, applicant is working with FDOT to meet their design standards.</b>

<b>OTHER</b>	<b><u>COMMUNICATION TOWER CO-LOCATION REQUIREMENTS:</u></b>
	<ul style="list-style-type: none"> <li>• Three sets of signed and sealed Construction documents, elevations and all equipment shelters, cabinets, Coax, telephone and power conduits identified. These plans will then be used to obtain the Building Permit.</li> <li>• Antenna manufacture cut sheets including antenna size and shape.</li> <li>• Zoning map of area with site clearly marked.</li> <li>• Photos of existing building or tower and surrounding uses.</li> <li>• Letter of non-interference and FCC compliance from applicant's Radio Frequency Professional.</li> <li>• Map of surrounding carrier existing locations in all directions with type i.e. Guyed, Self-Support, Monopole, Rooftop.</li> <li>• Letter of structural capacity and building code compliance.</li> <li>• Notes on plan or letter demonstrating floor area coverage not in excess of restrictions</li> <li>• Provide Photo Enhancements of proposal.</li> <li>• Statement that proposal is in compliance with Environmental Regulations prior to permit issue.</li> </ul>

<b>Confirmation of Information Accuracy</b>	
<p>I hereby certify that the information on this application is correct. The information included in this application is for use by the City of Riviera Beach in processing my request. False or misleading information may be punishable by a fine of up to five hundred dollars (\$500.00) and imprisonment of up to thirty (30) days and may result in the summary denial of this application.</p>	
 Signature	April 15, 2021 Date

**AGENT AUTHORIZATION FORM**

Owner(s) of Record: EC Commercial Properties, LLC

7965 Lantana Road

Lake Worth, FL 33467

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared Gary Smigiel

who, being first duly sworn upon oath and personal knowledge say(s) that they are the owner(s) of record of the following described real property:

See attached Legal Description

the street address of which is: 3124 Broadway, Riviera Beach, Florida 33404

and that we hereby appoint:

Name: Urban Design Studio, Ken Tuma and Sandra Megrue

Address: 610 Clematis Street, #CU-02

West Palm Beach, FL 33401

Telephone: 561-366-1100

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.

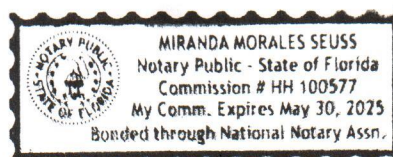
[Signature] (Seal)

[Signature] (Seal)

[Signature] (Seal)

Sworn to and subscribed before me this 26 day of March, 2021.

Miranda Morales Seuss  
Notary Public





## **Berkeley Landing Legal Description**

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THENCE SOUTHERLY WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. #1 FOR 160.14 FEET;  
TO THE POINT OF BEGINNING.  
SAID LANDS BEING IN PALM BEACH COUNTY, FLORIDA.



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Name: Berkeley Landing, LTD, Kevin Kroll and Timothy Wheat  
Address: 1105 Kensington Park Drive, #200  
Altamonte Springs, FL 32714  
Telephone: (561) 207-2070

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.

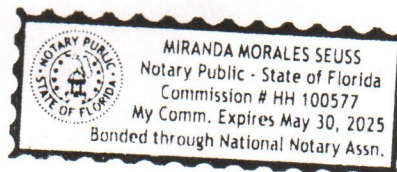
M - e (Seal)

\_\_\_\_ (Seal)

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Sworn to and subscribed before me this 26 day of March, 2021.

Miranda Morales Seuss  
Notary Public



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## Detail by Entity Name

Florida Limited Liability Company  
EC COMMERCIAL PROPERTIES LLC

### Filing Information

**Document Number** L14000121212  
**FEI/EIN Number** 47-1493739  
**Date Filed** 08/01/2014  
**Effective Date** 08/01/2014  
**State** FL  
**Status** ACTIVE

### Principal Address

7965 Lantana Road  
Lake Worth, FL 33467

Changed: 04/05/2019

### Mailing Address

PO BOX 540669  
Lake Worth, FL 33454

Changed: 04/05/2019

### Registered Agent Name & Address

HEINE, CHRIS  
2765 Lake Drive  
RIVIERA BEACH, FL 33404

Name Changed: 02/09/2018

Address Changed: 02/09/2018

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

HEINE, CHRIS, SR  
2765 LAKE DRIVE  
SINGER ISLAND, FL 33404

Title MGR

SMIGIEL, L.C., GARY  
PO BOX 540669  
LAKE WORTH, FL 33454

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	04/05/2019
2020	03/05/2020
2021	01/12/2021

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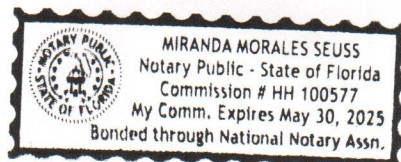
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## Detail by Entity Name

Florida Limited Liability Company

EAST COAST PROPERTY INVESTMENT GROUP LLC

### Filing Information

**Document Number** L14000113074  
**FEI/EIN Number** 47-1485527  
**Date Filed** 07/17/2014  
**Effective Date** 07/17/2014  
**State** FL  
**Status** ACTIVE

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Changed: 03/16/2016

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Title MGR

HEINE, NICHOLIS  
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## STATEMENT OF AUTHORITY AND DESIGNATION OF AUTHORIZED AGENT

Before me, the undersigned authority, personally appeared **JONATHAN L. WOLF**, who being sworn on oath, deposes and says:

1. That, he is an Authorized Signatory for **BERKELEY LANDING, LTD**, the contract purchasers of the property located at 3100 and 3124 Broadway, Riviera Beach, Florida, as described on the attached deeds, and;
2. That he is authorized to act on behalf of **BERKELEY LANDING, LTD**, with regard to this application, and;
3. That, **BERKELEY LANDING, LTD**, is requesting a partial Rezoning of the properties and Major Site Plan Review approvals for the parcels of land described, and;
4. That, **BERKELEY LANDING, LTD**, has appointed **KEN TUMA** and **SANDRA MEGRUE** of **URBAN DESIGN STUDIO** to act as Agents on its behalf to accomplish the above, and;
5. That, **BERKELEY LANDING, LTD**, and/or its successors or assigns, commits to proceed with the proposed development in accordance with the Ordinances and/or Resolutions of approval and such conditions and safeguards as may be set by the City Commission in stated approval, and;
6. That, **BERKELEY LANDING, LTD**, or its successors or assigns, commits to complete the development according to the plans approved by such Ordinance/ Resolution, and commits to bind any successors in title to any commitments made in the approval.

**BERKELEY LANDING, LTD, a Florida limited partnership**

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

**JONATHAN L. WOLF**  
Manager

Berkeley Landing GP, LLC, Managing Member  
Berkeley Landing, Ltd.

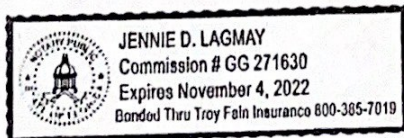
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of March, 2021, by **Jonathan L. Wolf**, who is personally known to me.

Jennie D. Lagmay  
SIGNATURE - NOTARY PUBLIC

Jennie D. Lagmay  
PRINT NAME - NOTARY PUBLIC

NOTARY SEAL OR STAMP:

11/04/2022  
My Commission Expires:





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## Detail by Entity Name

Florida Limited Partnership  
BERKELEY LANDING, LTD.

### Filing Information

<b>Document Number</b>	A16000000401
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<b>Event Date Filed</b>	09/30/2020
<b>Event Effective Date</b>	NONE

### Principal Address

1105 KENSINGTON PARK DR.  
SUITE 200  
ALTAMONTE SPRINGS, FL 32714

### Mailing Address

1105 KENSINGTON PARK DR.  
SUITE 200  
ALTAMONTE SPRINGS, FL 32714

### Registered Agent Name & Address

RHODEN, REBECCA  
215 N EOLA DRIVE  
ORLANDO, FL 32801

Name Changed: 03/09/2021

Address Changed: 03/09/2021

### General Partner Detail

#### **Name & Address**

Document Number L16000148738

BERKELEY LANDING GP, LLC  
1105 KENSINGTON PARK DR, STE. 200  
ALTAMONTE SPRINGS, FL 32714

PC BERKELEY, LLC



9400 SOUTH DADELAND BLVD  
SUITE 100  
MIAMI, FL 33156

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	01/31/2019
2020	03/18/2020
2021	03/09/2021

**Document Images**

<a href="#">03/09/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/30/2020 -- LP Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/28/2018 -- LP Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/27/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/22/2017 -- LP Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/17/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/12/2016 -- Domestic LP</a>	<a href="#">View image in PDF format</a>



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## Detail by Entity Name

Florida Limited Liability Company  
BERKELEY LANDING GP, LLC

### Filing Information

<b>Document Number</b>	L16000148738
<b>FEI/EIN Number</b>	35-2572503
<b>Date Filed</b>	08/10/2016
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	12/03/2018
<b>Event Effective Date</b>	NONE

### Principal Address

1105 KENSINGTON PARK DRIVE, STE 200  
ALTAMONTE SPRINGS, FL 32714

### Mailing Address

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ALTAMONTE SPRINGS, FL 32714

### Registered Agent Name & Address

RHODEN, REBECCA  
215 N EOLA DRIVE  
ORLANDO, FL 32801

Name Changed: 03/09/2021

Address Changed: 03/09/2021

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR AND MBR

WOLF, JONATHAN L  
1105 KENSINGTON PARK DRIVE, STE 200  
ALTAMONTE SPRINGS, FL 32714

Title MBR

JONATHAN AND NANCY WOLF FAMILY TRUST I, DATED AUGUST 6, 2018

1105 KENSINGTON PARK DRIVE, STE 200  
ALTAMONTE SPRINGS, FL 32714

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	02/06/2019
2020	03/18/2020
2021	03/09/2021

**Document Images**

<a href="#">03/09/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/06/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/03/2018 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">09/28/2018 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/27/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/17/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/10/2016 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>

**BERKELEY LANDING**  
**JUSTIFICATION STATEMENT**  
**Rezoning and Major Site Plan Review**  
**April 15, 2021**



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Urban Design  
Land Planning  
Landscape Architecture

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**OVERVIEW OF REQUESTS AND PROPERTY INTRODUCTION**

On behalf of the property owners East Coast Property Investment Group, LLC and EC Commercial Properties, LLC, and the applicant, Berkeley Landing, LTD, Urban Design Studio has prepared and hereby respectfully submits requests for a partial Rezoning and Major Site Plan application review for the proposed Berkeley Landing housing development.

The subject 4.01-acre property (hereinafter referred to as the subject property), consisting of two property control numbers (PCN 56-43-42-28-42-000-0010 and 56-43-42-28-00-002-0020), is located within the municipal boundary of the City of Riviera Beach (City) on the east side of Broadway Avenue (U.S.1), just north of Allen Street, and the west side of Lake Shore Drive, just north of Helen Court. The subject property has a Future Land Use Atlas (FLUA) designation of Downtown Mixed Use (DMU) and split Zoning designations of Downtown General (DG), west portion; and Downtown Residential (DR), east portion. The subject property is additionally situated within the Community Redevelopment Area's (CRA) Downtown district and subject to the City's CRA land development regulations.

More specifically, the applicant is requesting to rezone the eastern approximate 2.23 acres (97,740 SF) of the subject property's southern parcel from the currently zoned Downtown Residential district to the Downtown General district. Applicant is moreover requesting Major Site Plan approval for a multifamily residential development, that will provide for two (2) with live work units and 110 rental based units, see details herein. Additionally, the applicant is requesting to deviate from the City's Land Development Regulations (LDRs) to allow the following:

1. Allow for minor deviations from LDR Section 31-609, requiring a 10' planting area between multifamily building walls and adjacent parking to allow for the larger 3-bedroom units to provide a width of 3' of width, but with an average width along the lengths of the entire buildings of no less than 10'.
2. Allow for a deviation from LDR Section 31-538, Civic Open Spaces, to
  - a. allow a reduction of the required 5% of the site to be designed as civic open space (8,733 SF);
  - b. allow proposed placement of the civic spaces *(not lined by building facades or streets on all sides.)*



The three-story modern Berkeley Landing development is proposed to meet the needs of the City's increasing need for affordable rental housing in the area and meets the definition and requirements of the City's described Affordable Housing, which states,

'Affordable Housing: An owner occupied or rental dwelling unit with a purchase cost, value, or monthly rental, as applicable, equal to or less than the amounts established by the applicable standards for those individuals whose income is at or below 60 percent of Area Median income as published by the United States Department of Housing and Urban Development (*HUD*) and certified by the Department of Community and Economic Development (*DEO*).'

Research of HUD's 2020 reporting, the current Median Income for Palm Beach County (*West Palm Beach-Boca Raton*) is \$79,100 (*see submitted documents for printout*), which at 60 percent, and adjusted for family size, equates to \$36,900 for an individual, and \$52,680 for a family of four. This is further confirmed on Palm Beach County's Planning Department website as it relates to affordable and workforce housing.

Berkeley Landing will serve residents at an average median income of 60%, with units available and affordable for households at 30%, 60% and 80% of median income, providing a healthy and sustainable range of incomes as permitted by Florida Housing Finance Corporation, which allocated Housing Tax Credits to the development. This award was made possible by the Riviera Beach City Council designating Berkeley Landing a "Local Government Area of Opportunity" development and awarding the development \$640,000 in loan funds on October 8, 2020.

## **PROJECT HISTORY**

The subject property is located within the City's CRA Downtown area and has previously been the site for a mobile home park. Based on mapping imagery, the most northerly of the two subject properties appears to have been a residential apartment complex community that was demolished between 2009 and 2010, leaving the site vacant to date. The most southerly of the two subject properties was previously utilized as a mobile home park that was vacated between 2014 and 2015 when the current owner took possession. To date, neither of the subject properties have been redeveloped.

## **SURROUNDING PROPERTIES**

Below is a description of the uses on the adjacent properties (or those on the other side of abutting R-O-W's) to the north, south, east and west of the overall property.

**North:** To the north of the subject property are two (2) properties:

- **PCN 56-43-42-28-59-001-0000:** Directly to the north of the subject property is a 2.98-acre parcel, formally used by AT&T (Southern Bell). This property is located within the municipal jurisdiction of Riviera Beach and within the boundaries of the Community Redevelopment Agency Downtown area (CRA) and has a FLUA designation of Downtown Mixed Use and is Zoned Downtown General. Property is currently owned by KMG Holdings LLC.

- **PCN 56-43-42-28-00-002-0080:** Directly to the north (and east) of the subject property is a vacant 0.58-acre parcel. This property is located within the municipal jurisdiction of Riviera Beach and within the boundaries of the Community Redevelopment Agency Downtown area (CRA) and has a FLUA designation of Downtown Mixed Use and is Zoned Downtown Residential. Property is currently owned by Avenue A Holdings LLC.

**South: PCN 56-43-42-28-00-002-0170:** To the south of the subject property is a 4.86-acre parcel of land. Rental housing on the site includes mobile, modular, and wood constructed efficiency units. This property is located within the municipal jurisdiction of Riviera Beach and within the boundaries of the Community Redevelopment Agency Downtown area (CRA) and has a FLUA designation of Downtown Mixed Use and two zoning designations of Downtown General and Downtown Residential. Property is currently owned by Bedrock Ocean Tide LLC.

**East:** To the east of the subject property are three (3) properties:

- **PCN 56-43-42-28-52-000:** Directly to the east of the subject property is the Lake Harbor Cove Condominium, constructed in 1978. This property is located within the municipal jurisdiction of Riviera Beach and has a FLUA designation of High Density Multiple Family Residential, up to 20 units (MF-20) and is Zoned High Density Multiple Family, up to 20 units to the acre (RM-20).
- **PCN 56-43-42-28-54-000:** Also, to the east of the subject property is the Wilshire North Condominium, constructed in 1973. This property is located within the municipal jurisdiction of Riviera Beach and has a FLUA designation of High Density Multiple Family Residential, up to 20 units (MF-20) and is Zoned High Density Multiple Family, up to 20 units to the acre (RM-20).
- **PCN 56-43-42-28-00-002-0080:** Directly to the east (and north) of the subject property is a vacant 0.58-acre parcel. This property is located within the municipal jurisdiction of Riviera Beach and within the boundaries of the Community Redevelopment Agency Downtown area (CRA) and has a FLUA designation of Downtown Mixed Use and is Zoned Downtown Residential. Property is currently owned by Avenue A Holdings LLC.

**West: PCN 56-43-42-28-10-000-0332:** To the west of the subject property is a 12.06-acre parcel of land and the site of the Ocean Tide Mobile Home community. This property is located within the municipal jurisdiction of Riviera Beach and within the boundaries of the Community Redevelopment Agency Downtown area (CRA) and has a FLUA designation of Downtown Mixed Use and is Zoned Downtown General. Property is currently owned by Bedrock Ocean Tide LLC.

### **PRE-APPLICATION MEETING**

Two (2) pre-application meetings have been held with City Staff to discuss the Rezoning and Major Site Plan request. The first pre-application meeting was held via online conference with City Staff on February 16, 2021, and the second on April 6, 2021. Applicant discussed proposed site elements and minor deviations with City Staff. Applicant has also had numerous conversations with the City Staff throughout the design process.

## **REZONING**

The subject property consists of two (2) parcels (north and south) that have been previously subject to a rezoning action taken by the City of Rivera Beach for the redesignation of the CRA's Downtown Plan. The north parcel, being slightly greater than half a block wide, fronts on Broadway Avenue and has a current zoning designation of Downtown General. The south parcel, being a full block wide, has frontage on both Broadway Avenue and Lake Shore Drive, and has a partial zoning of Downtown General (Broadway frontage) and partial zoning of Downtown Residential (Lakeshore frontage). While both districts permit multi-family housing, for the purposes of redeveloping the site as one uniform development, the applicant is compelled to request to rezone that portion of the site that is not consistent with the proposed redevelopment or the intent of the Downtown Plan as a unified development. With that understanding, the applicant is formally requesting to rezone the eastern 2.23 acres (97,740 +/- SF) of the south parcel from the City's Downtown Residential to the Downtown General Zoning District, in keeping with the City's vision for the Broadway Avenue corridor. Residual western 0.73 acres will remain Downtown General.

Approval of this request to rezone a portion of one of the subject parcels, the applicant achieves the following:

- **Consistency with the Plan.** The proposed partial rezoning is consistent with the City's Comprehensive Plan which permits the Downtown General district within the Downtown Mixed Use Future Land Use designation. This request to rezone that portion of the development site zoned Downtown Residential allows for the redevelopment of the site under one consistent zoning designation that is more consistent with the vision of the Downtown Plan for uses and use along the corridor's redevelopment.
- **Consistency with the Code.** The proposed partial rezoning of a portion of the subject property to the Downtown General district is consistent with the City's LDRs for the Downtown area and the stated purpose and intent of the LDRs as it relates to the Broadway Avenue corridor. Additionally, and for the purposes of redevelopment, a consistent zoning designation is required across the development for application of the zoning regulations associated with the site and allows for a more uniform development plan consistent with the CRA's Downtown Plan.
- **Compatibility with Surrounding Uses.** The proposed partial rezoning is compatible and consistent with City's CRA Downtown Plan and the proposed future design of the Broadway Avenue corridor. As the surrounding parcels in the area are redeveloped, this site, as proposed, will be consistent with those proposed uses and surrounding zoning districts. A rezoning of the noted portion of the subject property currently zoned Downtown Residential to the Downtown General district, is the appropriate zoning district for the parcel of land and the development as a whole.

- **Effect on the Natural Environment.** The proposed partial rezoning amendment will not result in any significantly adverse impacts on the natural environment, which includes water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the surrounding environment. The site was previously used as a mobile home park site and there is no natural vegetative environment that currently exists on this site or those adjacent to the subject property.
- **Development Patterns.** The proposed partial rezoning provides the applicant the opportunity to redevelop the subject property in a logical, orderly, and timely development pattern that is in keeping with the vision of the City for the Downtown area. This request to rezone a portion of the site is strictly to bring the site into compliance with a single uniform zoning designation for the redevelopment site as a whole.

**Changed Conditions or Circumstances.** The applicant is requesting this partial rezoning of the subject site to bring the development into compliance with a single zoning designation for the development as a whole. The City approved the rezoning of the downtown area into multiple zoning districts, however a number of sites, such as this site, were left with split or multiple zoning designations, creating a unintended barrier to the redevelopment of the site as a unified development under one set of regulations. Approval of this request to rezone that portion of the site that is inconsistent with majority of the site's zoning designation allows for consistency and clarity as it relates to the governing development regulations.

## **SITE DESIGN**

This 4.01-acre site, located on the east side of U.S. Highway 1/Broadway Avenue, approximately 0.3 miles north of the intersection with Blue Heron Boulevard, is currently vacant of development. Applicant is proposing to develop the subject property as a 110 unit affordable/workforce multifamily rental apartment community, with two (2) additional market rate Live/Work unit opportunities, that will provide housing for those residents/families that qualify for the reduced income level housing ranges of 80%, 60% and 30%, as developed by HUD. The proposed community will provide a number of onsite amenities that will consist of:

- Management and Maintenance offices (*up to 5 employees on site*)
- Mailroom/package locker pickup
- Fitness/cardio area
- Library/cyber lounge
- Bicycle storage area
- Resort style pool with cabana and multiple seating areas
- Pavilion with Outdoor BBQ and kitchen area
- Tot Lot
- Dog Walk area
- Free Community WiFi
- Community Room (*made available to both Berkeley Landing residents and local community and civic groups, at no charge*)



- Host of life skills building programs for the residents, such as, health and wellness classes, financial counseling, homebuyer education, family management, and homeowner financial transition benefits for those residents who desire to transition into a home within the City of Riviera Beach.

Amenities for the units will also include, but not be limited to:

- Impact resistant windows and doors
- Durable hard surface countertops and floors
- Energy star rated appliances
- PVC blinds and solar shades for all windows
- Island style kitchens
- Convenient USB ports/plugs on kitchen countertops and in master bedrooms

The Berkeley Landing development is proposed to have two (2) three-story apartment buildings consisting of 110 walk-up, flat over flat apartments, including 1-, 2-, and 3-bedroom units. Apartments will range in size from 707 square feet to 1,185 square feet and two (2) proposed Live/Work apartments ranging from a Studio unit at 1,414 square feet to 1-bedroom unit at 1,964 square feet. The western building has been designed to additionally incorporate the residential amenities noted above, management offices, mailroom, etc. The total square footage for the west building is 71,958 square feet, and 59,841 square feet for the east building (see additional breakdown provided herein). The applicant has included color elevation perspective, black and white elevations, floor plans, and roof plans as part of this submission.

The proposed project design meets all setback and property configuration requirements for the Downtown General district, as set forth in Table 31-536 (c), as provided below.

<b>Downtown General District Development Regulations</b>							
<b>DG District</b>	<b>Size (SF)</b>	<b>Width</b>	<b>Depth</b>	<b>Frontage</b>	<b>FAR</b>	<b>Lot Cov.</b>	<b>Height</b>
Required	2,000	20' Min.	200'	65% Min. on Primary Street	2.0	80%	3 stories
Provided	174,637	260'	800'	65%	.76*	27%**	3 stories

\* Based on a total Building SF of 133,155 SF.

\*\* Based on a Building Ground SF of 44,895 SF (does not include Pavilion as it is for weather protection only).

Downtown General District Setback Requirements				
DG District	Front	Side	Side Street	Rear
Required	Primary Street: 10' Min. 15' Max. Secondary Street 10' Min.*	0'	N/A	10'
Proposed	Primary Street: 10' Min. (65%**) 15' Max. Secondary Street: 72.4'	10'	N/A	N/A

\* Secondary Street front setback does not have a maximum restriction and therefore no deviation is proposed.

\* 65% minimum frontage on Primary Street (Broadway).

It is important to note that the design of the development has been predicated on the unique topography of the subject property, which includes a 7'+/- change, or drop, in the slope of the site from west to east. This development challenge is being met with a design that provides for drainage retention and support walls at the east side of the development, ensuring ADA compliance and comprehensive design principles.

### **Density**

Per Section 31-535(d)1.b., Building Standards for all Downtown Districts, parcels with Future Land Use designations that do not expressly limit or define the permitted density are to calculate the maximum permitted density based on the overall floor area ratio allowed and the LDR regulations that dictate building form, story height, and the required number of parking spaces. The development is in compliance with those height, FAR and parking restrictions (further governed by the parking requirements for affordable housing developments pursuant to Ordinance #4114).

In utilizing these planning tools and working with the existing site constraints, the applicant has designed a development program that provides for 112 residential units, inclusive of live work units, and supporting amenities for the subject property, which equates to 27.9 dwelling units to the acre. This design is consistent with the preliminary design presented to and approval by the City of Riviera Beach City Council on October 8, 2020.

### **Landscape**

The proposed landscape design generally meets the requirements of Article VIII, Florida Friendly Landscape Regulations, and those provided for in Division 26, Downtown Zoning Districts, with the exception of a request for a minor deviation from LDR Section 31-609(b)(1), Dev. Landscape Requirements, for a reduction in the required 10' landscape strip between the building wall and parking area of a multifamily development.

In accordance with Section 31-609, the applicant is providing landscape strips between the building walls and adjacent parking at widths measured between 10' and 17', with the exception of three (3) areas where the widths are measured at 9' and 3'. These three (3) areas

of deviation total 90 linear feet (45 linear feet each) across the combined building interior facades of 600 linear feet, and are where the applicant is proposing 3-bedroom units (framing pool amenity and east end of the eastern building). In these areas the applicant is providing for reduced landscape planting widths due to the unit's size and layout, as well as the sloping site constraint along the southern perimeter, where site will be developed with the necessary berms to offset the significant slope of 7' to 8' the land from west to east, preventing the building from being closer to the south property line. Overall, the project exceeds the amount of landscape planting width, with an average width of 12' or greater. Applicant requests Staff's support for this minor deviation.

***Requested Relief***

***Sec. 31-609(b)(1) – Dev. Landscape Requirements.***

<b><i>Section</i></b>	<b><i>Required</i></b>	<b><i>Proposed</i></b>	<b><i>Deviation</i></b>
31-609(b)(1)	landscaped strip of land not less than 10' wide between building walls and parking areas.	Allow for a minimum width of 9' for 45 LF of the 600 LF of building frontage, adjacent parking areas.  Allow for a minimum width of 3' for 45 LF of the 600 LF of building frontage, adjacent parking areas.	- 1' of width for a total of 45 LF of the 600 LF of building frontage, adjacent parking areas.  - 7' of width for a total of 45 LF of the 600 LF of building frontage, adjacent parking areas.

**Perimeter Buffers**

***North and South:***

Applicant is proposing to meet the requirements of the CRA's Downtown design regulations for landscaping with 5' landscaped buffers along the north and south perimeters. Plantings within these buffers to include a continuous viburnum hedge with Magnolia and Oak Leaf trees planted at 20' on center.

***East:***

Along the east perimeter, Lake Shore Drive, the applicant is proposing Cypress trees around the proposed retention area fronting Lake Shore Drive. A 1,278 square foot paved civic open space plaza area is proposed on Lake Shore Drive that is proposed to provide for art work, benches, bike rack, trash receptacle and pet waste station. Complementary plantings include Indian hawthorn ground cover plantings and Red Maple Trees.

*West:*

Along the west perimeter, Broadway Avenue, the applicant is proposing to accent the entrance and plaza area with a mixture of ground covers, hedge plantings, palms, and trees, with hedge and ground cover proposed in areas that are not proposed to provide building access. This is consistent with the City's designs for the Broadway Avenue frontage in the CRA district.

**Access / Parking**

The subject property currently has four (4) existing access points on Broadway Avenue and three (3) existing access points on Lake Shore Drive. The proposed Berkeley Landing development proposes to reduce the access points to one (1) on Broadway Avenue and one (1) on Lake Shore Drive, thus reducing the total number of access points. Applicant is working with Florida Department of Transportation as it relates to the Broadway Avenue access.

Parking for the proposed residential development is being provided as on-site surface parking compliant with Section 31-577 (1)c, Off-street Parking Ratios, and consistent with Ordinance #4114 adopted by the City Council September 5, 2018, allowing developments that qualify as 'Affordable Housing' to provide for 'at least' one (1) parking space per dwelling unit/apartment.

In compliance with this section, the applicant has submitted for the City's review, a Parking Analysis and Management Plan, prepared by KEITH, supporting the requested reduction in the amount of required parking for the proposed 'Affordable Housing' development to 1.7 parking spaces per dwelling unit. The report includes both real world examples from residential communities currently managed by the applicant, as well as supporting data from the current Institute of Transportation Engineers (ITE) nationwide standard average ratio for parking rates for a multifamily project. As such, the applicant is meeting the minimum required parking based on the noted study and no excess parking is proposed for the site.

Based on the above, the development is required to provide 112 parking spaces for residents, in lieu of the typical parking requirement of 2 spaces per unit, or 224 parking spaces. Applicant is providing for 191 parking spaces (includes 2 parking spaces for the management offices), a parking ratio of 1.70 spaces per unit. Being a predominately residential development, there are no loading spaces required or proposed for this site. It is expected that general mail and other deliveries will utilize the parking provided in proximity to the office/mail room location.

Approved as proposed allows the applicant to increase the amount of area dedicated to amenities, plaza areas, required retention, and other usable open spaces, as well as provide for 'affordable' units, increasing the viability and sustainability of this urban infill community and providing for an increase in the City's stock of rental opportunities for the area's most in need families.



## **Architecture**

Applicant is proposing two (2) three-story multifamily buildings consisting of a total of 110 residential dwelling units and two (2) Live Work units, for a total of 112 dwelling units. The west building will provide for 59 dwelling units, including the Live Work units, management offices, recreation amenities, mail room, community conference room, and more. This building faces and has frontage on Broadway Avenue and proposes an attached civic open space plaza area for use by the public. The east building B will provide for 53 dwelling units. See Architectural Statement submitted as part of this request for additional details.


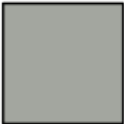
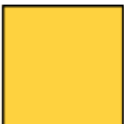

The development program provides for 26 one-bedroom apartments, 61 two-bedroom apartments, and 23 three-bedroom apartments. The Live Work units are proposed one (1) studio apartment and one (1) one-bedroom apartment. The Live Work units will have direct access on Broadway Avenue, while the remaining 110 residential apartments will have internal access via main hall ways. With the exception of the Live Work units, all the residential apartments will be marketed as affordable housing meeting the needs of the 80%-, 60%-, and 30%- HUD income programs.

As part of this request, the applicant has submitted conceptual elevations for the proposed both the west and east buildings, the pavilion, pool cabana, and bus shelter. The buildings meet the requirements of the City's LDRs for the downtown area. The building façade fronts Broadway Avenue and is articulated meeting the 10' minimum and 15' maximum setback requirements. As noted, building entrances to the Live Work units are provided with storefronts with transparent glazing on the façade area comprised of storefront windows and doors. The covered canopy proposed projects 4ft from the building façade, all meeting the requirements for frontage.

To meet the Architectural Standards, building expression lines are provided at top the first story with reveals in the façade and covered canopies accentuating the expression line. The ground floor height is 10'-6" and the stories above are 9'-2" floor to floor. Flat roofs are enclosed with parapets that vary in height from 4 feet to 6 feet for adequate screening of the necessary roof mounted mechanical equipment.

Additionally, Berkeley Landing will be a certified green community, as required by the Florida Housing Finance Corporation, using the latest innovations in technology and design. Pinnacle and Wendover will certify using the highly-respected National Green Building Standard/ICC-700 pathway, using a consulting team with extensive experience certifying thousands of multi-family units in South Florida. Based upon history of certifying similar developments, Berkeley Landing is expected to achieve "silver" certification.

Applicant is proposing a building color scheme that incorporates earthly tones with hint of accent color for character, providing for a fresh modern look along the downtown corridor. These colors have been transferred to the onsite recreational amenities and proposed public mass transit bus shelter. There are four colors that will be incorporated into the color scheme, as provided below.

COLOR LEGEND		
	PRIMARY COLOR SHERWIN WILLIAMS SW 6995 SUPER WHITE	BODY COLOR
	SIMULATED LAP SIDING COLOR SHERWIN WILLIAMS SW 7059 UNUSUAL GRAY	BODY COLOR
	ACCENT COLOR SHERWIN WILLIAMS SW 6897 SUNDANCE	ACCENT COLOR
	WOOD CANOPY DARK BROWN (ESPRESSO)	TRIM COLOR

### **Civic/Public Open Space**

Section 31-538, Civic Open Spaces, requires projects of one (1) acre or more, to provide five percent (5%) of the site for usable public open space. This requirement, when applied to a development with a substantial amount of land and/or commercial/retail uses, provides for the much-needed usable public spaces for the residents of Riviera Beach. However, this proposed development is predominately a residential development with live work lofts fronting Broadway Avenue, replacing the more traditional commercial/retail uses envisioned. This format of development, again predominately residential, does not lend itself to accommodating a large area, in this case 8,733+ square feet, for civic usable open space on a limited 4 acres of developable land for a residential use limited by height and site constraints. Further, the open space (0.28 acres) provided on the eastern portion of the site must be used for dry retention, due to the design considerations and topography as previously described. The drainage plan calls for other measure to ensure compliance with SFWMD requirements for stormwater management, however, this open dry retention space will be bordered by a public plaza and landscape. The developer did contact the owner of the property to the northeast of the subject site for potential purchase and inclusion into this proposed development; however, no agreement as to the cost of the land could be reached.

The applicant is proposing plaza areas along both roadway frontages to meet the intent of the City's LDR for Civic Open Spaces. These plaza areas promote use by both residents and the general public for the purposes utilizing the area's public transportation system, private transportation (i.e. Uber), and general use and enjoyment of the proposed amenities, which include but are not limited to benches, art in public places, bike racks, drinking fountain, etc. The main plaza area proposed fronts Broadway Avenue, where applicant is proposing 926 square feet of plaza area. A second 1,278 square foot plaza area is being proposed along

Lake Shore Drive with similar amenities. Applicant has also worked with Palm Tran, who has reviewed and approved the proposed relocation of the existing bus stop to the north, to the subject property. Applicant proposes to provide a bus shelter consistent with the proposed building design as part of the amenities and in close proximity to the proposed civic open space plaza area.

The applicant contends that the intent of Section 31-538 is being met with the provision of the noted plaza areas and amenities as described above, and as such requests relief from the below noted LDR requirements, based on the proposed designs:

***Requested Relief***

***Sec. 31-538. - Civic open spaces.***

<b><i>Section</i></b>	<b><i>Required</i></b>	<b><i>Proposed</i></b>	<b><i>Deviation</i></b>
31-538 (a) 1. Amount	5% of total acreage (8,733 SF)	1.2% (2,2074 SF)	- 6,527 SF (-3.8%)
31-538 (a) 3.b. Type	Plaza: ➤ Adjoins a street on 2 sides	➤ Adjoins street on 1 side	➤ Adjoins street on 1 side
31-538 (a) 4.c. Config.	Lined by building facades or streets on all sides.	<u>Broadway:</u> Lined by street and building on 2 sides  <u>Lake Shore:</u> Lined by street on one side	<u>Broadway:</u> Lined by street and building on 2 sides  <u>Lake Shore:</u> Lined by street on one side

**Concurrency**

Traffic: A Traffic Study prepared by KEITH is submitted herewith, as evidence of compliance with the Palm Beach County Traffic Performance Standards.

Drainage and Retention: The proposed improvements shall be designed to meet requirements of SFWMD, Florida Administrative Code Rule 14-86, Article 11 of Palm Beach County's ULDC and City of Riviera Beach requirements. The site is within South Florida Water Management District (SFWMD) intracoastal basin. Ground water elevation is at -0.5' NAVD. Exfiltration trenches and dry retention area shall be constructed in order to attenuate any adverse impact to the existing drainage systems and to provide the required storm water storage and treatment. The project will be designed to detain on-site more than the first inch of run-off or run-off from a 3 year – 1hour event. Due to detention being provided by subsurface exfiltration systems, the 5-year – 1-day storm event will be used as the criteria to provide flood protection to paved areas. The proposed stormwater system will be designed to detain the stormwater on site for the 25-year, 3-day storm with controlled outfall and finished floor elevations will be above the 100-year 3-day zero discharge flood elevation.

Potable Water/Sewer: Per Table II in Section 31-716, the total 'gallons per day' of potable water required for each apartment/dwelling unit is 270 gallons. Berkeley Landing is proposed

with 112 apartment units, which calculates out to a daily total of 30,240 gallons of potable water per day.

Per Table II in Section 31-717, the total 'gallons per day' of sanitary sewer byproduct produced for each apartment/dwelling unit is 225 gallons. Berkeley Landing is proposed with 112 apartment units, which calculates out to a daily total of 25,200 gallons of sanitary sewer byproduct per day.

Mass Transit: Palm Tran Route 62 runs along Lake Worth Road north of the subject property with Stops 5934 and 5973 approximately 173 lineal feet west and at the northwest corner of the subject property, respectively. Based on the existing close proximity to existing stop, a Palm Tran easement has not been proposed.

Solid Waste: Per Table IV in Section 31-718, the total 'pounds of waste generated per day' for each apartment/dwelling unit is 8.9 pounds. Berkeley Landing is proposed with 112 apartment units, which calculates out to a daily total of 996.8 pounds of generated waste per day.

Recreation: Private recreation proposed for the site include a resort style pool, outdoor pavilion with kitchen facilities, tot lot, and dog walk area for the residents of the community. No public recreation is proposed as a result of this request for 112 affordable housing units.

School Concurrency: Applicant has submitted as part of this request the drafted school concurrency application which is to be reviewed and executed by the City prior to submission to the PBC School District. Once applicant receives back from the City, applicant will formally submit to the PBC School District for processing.

### **Platting**

Applicant will submit the required preliminary plat as part of the first resubmittal to comments to ensure that major aspects of the site plan have been solidified and accepted by the City Staff prior to submittal for review.

### **CONCLUSION**

On behalf of the applicant, Berkeley Landing Ltd., Urban Design Studio respectfully requests favorable review and consideration of the applications listed above for the Berkeley Landing residential. The Project Managers at Urban Design Studio are Ken Tuma and Sandra Megrue who can be reached at (561) 366-1100 or via email at [ktuma@udsflorida.com](mailto:ktuma@udsflorida.com) or [smegrue@udkstudios.com](mailto:smegrue@udkstudios.com). Please feel free to contact the agents with any questions or for additional information in support of the requested applications.



# Berkeley Landing

## Architectural Summary

April 15, 2021



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Urban Design  
Land Planning  
Landscape Architecture

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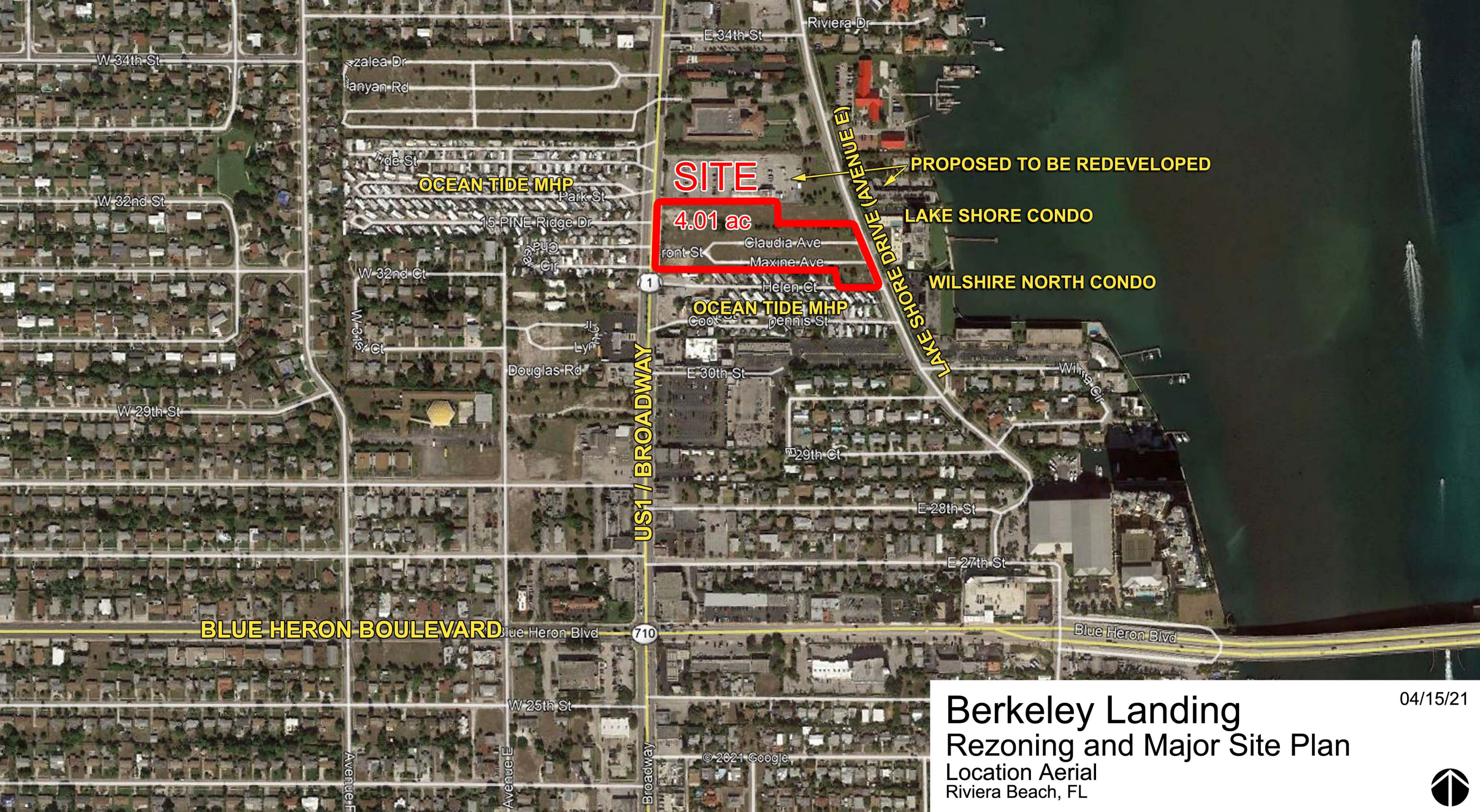
The project's contemporary architecture takes inspiration from Tropical Modernism often found in such far-flung places as Miami, South America and southern Europe, and blends it to fit within a developing downtown neighborhood and the emerging 21<sup>st</sup> Century design themes supported by the CRA and CRA on the US 1/Broadway corridor. Accommodating the maximum three-story height, it provides a ground floor height over 10 feet with the remaining floors just over 9 feet. The elevations contain varying parapet roof heights with flat roofs behind them, designed to hold the HVAC compressor units, thus eliminating visual pollution on the streetscape. Sporadic balconies provide interest on various elevations providing outdoor space and dynamic modern facades, with a focus on balconies along US 1/Broadway to promote activity and "eyes on the street". These balconies also provide shade for passers-by and neighboring units, which is a high demand in South Florida. The pops of bright yellow create additional interest within the development and is a reminder of the sunny days at the beach. Additionally, the color yellow is less likely to show discoloration or fade from the sun unlike other colors in the spectrum, making it an ideal color for sunny days in South Florida. The color scheme along with the bright yellow is a vibrant white to offset the earthy warm grey color usually found on a textured wall simulating lap siding.

The façade facing Broadway avenue steps back and forth to create a rhythm while the balconies and eyebrows give a visual interest with color pops and articulation. The restrained rhythm within the façade along Broadway avenue along with overhangs and storefronts create an interaction with the pedestrian realm without imposing. The 10-to-15-foot setbacks allow for the opportunity to mix landscaping, hardscaping and pedestrian elements, such as a bus stop that connects with the main front plaza that houses a sculpture, additional seating, and bike racks. The buildings are aligned in such a manner to provide more passive open space/dry retention along Lakeshore Drive, consistent with the spirit of the open space and community plaza requirements in the CRA master plan. This design is both context-appropriate and driven by topography, as the site slopes nearly 8 feet from Broadway to Lakeshore Drive, making stormwater management and passive uses the logical focus of the passive improvements along Lakeshore Drive.

A blend of 1,2-, and 3-bedroom units totaling a 112 are mixed between two buildings separated by a resort-style cabana and pool area. Amenities such as a fitness center and cyber lounge for the residents, with floor to ceiling windows, are located along Broadway in the western building to further activate the corridor and to convey the healthy and active lifestyle of Berkeley Landing residents to the larger community. Berkeley Landing also includes the emerging multi-family mixed use development trend of two live/work lofts, offering space for two emerging businesses, with a ground floor office/commercial space facing Broadway, with an interior private stairwell, with the residential living space above. These live/work spaces will be marketed to the CRA's small business incubator program.

A playground, pavilion and passive community gathering space are located centrally within the site, next to space for our residents' four-legged friends to stretch their legs.





**SITE**

**4.01 ac**

**PROPOSED TO BE REDEVELOPED**

**OCEAN TIDE MHP**

**LAKE SHORE CONDO**

**WILSHIRE NORTH CONDO**

**OCEAN TIDE MHP**

**BLUE HERON BOULEVARD**

**US1 / BROADWAY**

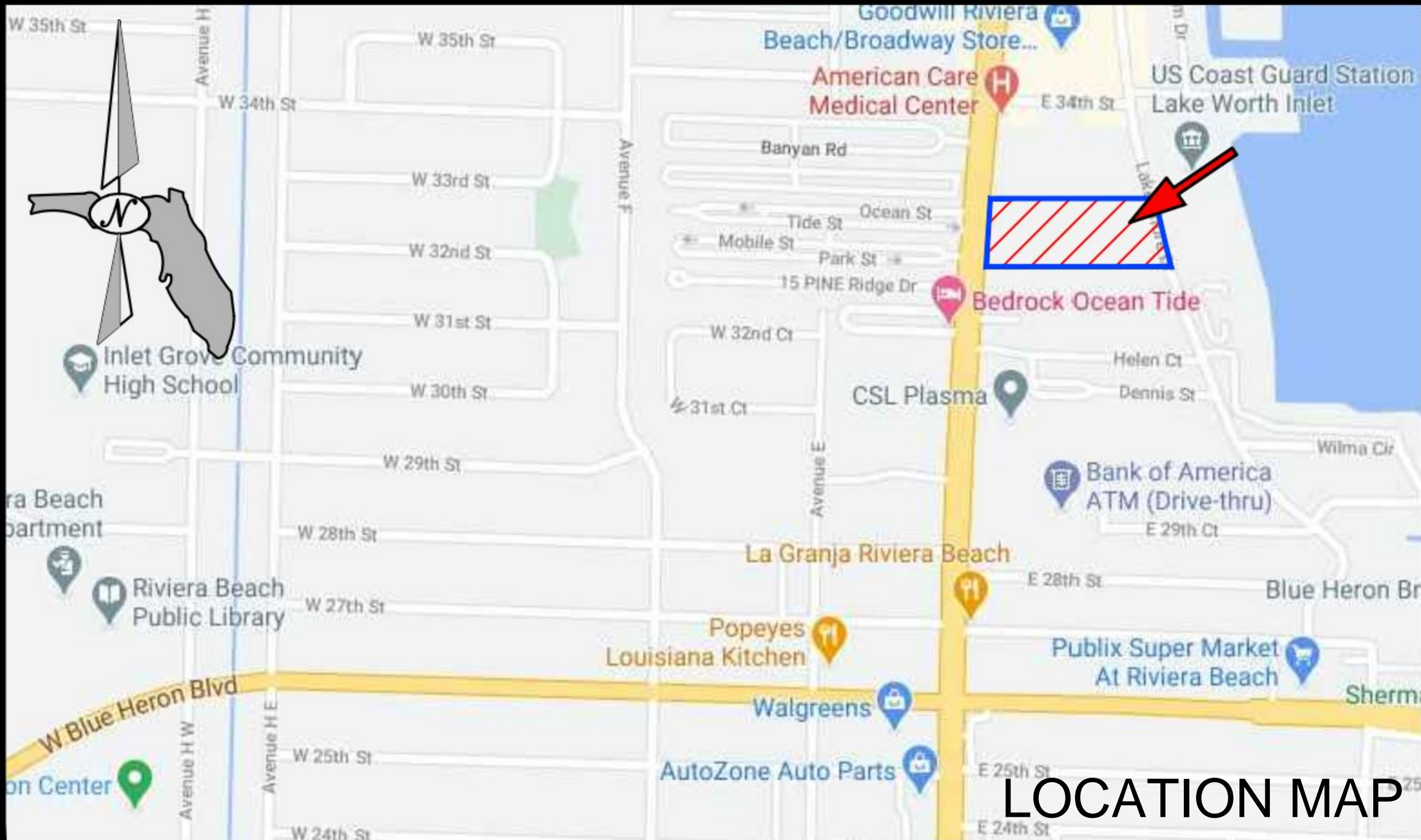
**LAKE SHORE DRIVE (AVENUE E)**

**Berkeley Landing**  
**Rezoning and Major Site Plan**  
Location Aerial  
Riviera Beach, FL

04/15/21









**CITY OF RIVIERA BEACH STAFF REPORT  
BERKELEY LANDING LTD AFFORDABLE HOUSING PROJECT  
APPLICATION NUMBERS ZA-21-02, PA-21-01, SP-21-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE APPLICATION (ZA-21-02) FROM BERKELEY LANDING LTD. REQUESTING A ZONING MAP AMENDMENT FROM AN “DR” DOWNTOWN RESIDENTIAL DISTRICT DESIGNATION TO A “DG” DOWNTOWN GENERAL DISTRICT DESIGNATION FOR APPROXIMATELY 2.23 ACRES (97,740 SQUARE FEET) OF THE PROPERTY KNOWN AS 3100 BROADWAY, IDENTIFIED BY PARCEL CONTROL NUMBER 56-42-42-36-40-000-0020, AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PLAT APPLICATION (PA-21-01) FROM BERKELEY LANDING LTD., TO COMBINE TWO CONTIGUOUS LOTS OF RECORD INTO ONE LOT TOTALING APPROXIMATELY 4.01 ACRES IN LAND AREA, FOR THE REAL PROPERTIES LOCATED AT 3100 AND 3124 BROADWAY AVENUE, IDENTIFIED BY PARCEL CONTROL NUMBERS 56-43-42-28-42-000-0010 AND 56-43-42-28-00-002-0020, AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING SITE PLAN APPLICATION (SP-21-04) FROM BERKELEY LANDING LTD, TO CONSTRUCT TWO (2) THREE-STORY RESIDENTIAL AFFORDABLE HOUSING APARTMENT BUILDINGS, INCLUDING LIVE-WORK UNITS, WITH ASSOCIATED PARKING, LANDSCAPING AND AMENITIES, ON APPROXIMATELY 4 ACRES OF LAND, LOCATED AT 3100 AND 3124 BROADWAY AVENUE, IDENTIFIED BY PARCEL CONTROL NUMBERS 56-43-42-28-42-000-0010 AND 56-43-42-28-00-002-0020, HAVING A DOWNTOWN MIXED USE (DMU) FUTURE LAND USE DESIGNATION AND DOWNTOWN GENERAL (DG) AND DOWNTOWN RESIDENTIAL (DR) ZONING DESIGNATIONS, PROVIDING FOR CONDITIONS OF APPROVAL, AND PROVIDING FOR AN EFFECTIVE DATE.**





**A. Applicant:**      **BERKELEY LANDING LTD**

**B. Request:** The application set includes a rezoning of a portion of the property to have one zoning designation of Downtown General for the entire property instead of the current split zoning of Downtown Residential/Downtown General, a Plat application to combine the two properties into one property and clearly identify the civic open spaces; and Site Plan application to allow for the construction of two (2) three-story buildings for affordable housing and live-work units with associated landscaping, parking and site amenities.

**C. Location:** The subject properties are located at 3100 and 3124 Broadway Avenue, identified by PCN's 56-43-42-28-42-000-0010 and 56-43-42-28-00-002-0020.

**D. Property Description and Uses:**

Parcel Control Numbers: 56-43-42-28-42-000-0010 and 56-43-42-28-00-002-0020

Parcel Size:    4.01 acres

Existing Use: vacant

Zoning:            Downtown General and Downtown Residential

Future Land Use: Downtown Mixed Use

**E. Adjacent Property Description and Uses:**

North:    prior ATT site, recently sold for redevelopment

South:    Ocean Tide MHP

East:      Condominium (Lake Harbor/Wilshire North)

West:     Ocean Tide MHP

**F. Background:**

The Applicant submitted these applications in support of the proposed affordable housing project at this location. More specifically, the project consists of a multifamily residential development that will provide two (2) live-work units and 110 rental based units. The project provides civic open space on both the Broadway frontage and the Lake Shore Drive frontage. The project will provide on site amenities for the residents as well as an easement to Palm Tran for a bus shelter, as well as providing the bus shelter structure itself. The site design also anticipates future development on the northern side and makes



a provision for future changes to the site access to Broadway to ensure safe access/egress for future residents of both this project and the ultimate users of the site to the north.

## G. Staff Analysis:

**Proposed Use:** The proposed use is a permitted use per Section 31-536(b) Downtown General (2) a.1.

**Zoning Regulations:** The Purpose and intent of the downtown districts is to guide the redevelopment of the Community Redevelopment Area of Riviera Beach and the surrounding properties into a vibrant downtown that: (1) Provides a variety of housing types to accommodate a diverse population; (2) Establishes a "park once" environment by providing a mix of uses within a pedestrian-friendly environment; (3) Maintains and enhances a continuous, inter-connected network of pedestrian- and bicycle-friendly streets that effectively links transit stations, bike paths, sidewalks, buildings, open spaces, and the waterfront; (4) Provides public open space in the form of civic parks, plazas, and greens; (5) Maintains and enhances public access to the waterfront; (6) Encourages investment by accommodating new development at a range of scales including individual infill buildings and large redevelopment projects; and (7) Maintains and improves real and perceived safety as a key component of walkability and sustainability. This project meets the purpose and intent of the downtown districts.

**Comprehensive Plan:** The proposed project is consistent with the City's Comprehensive Plan Future Land Use designation of Downtown Mixed Use. This project provides affordable housing and live work units, as well as civic open space areas.

**Compatibility:** The proposed development of this property is compatible with adjacent development. .

**Levels of Service:** Customary services such as water, sewer, roads and garbage collection are available to the site. The School Concurrency materials and final determination are attached within the packet.

**Landscaping:** The applicant has proposed extensive landscaping. In order to accommodate the three bedroom units the landscape beds between the foundation and parking lot immediately adjacent to the 3 bedroom units are slightly narrower but it is a de-minimus reduction.

**Lighting:** Lighting proposed is as required for the operations of the facility, and photometric plans are attached.

**Parking/Traffic:** Site access is proposed via Lakeshore Drive and Broadway Avenue. Palm Beach County has provided the TPS letter which is enclosed. In addition, we anticipate a high density residential development on the parcel to the north and in preparation for that we have required this applicant to prepare a future design for a shared access/egress to Broadway in order to ensure optimal safety and in the event a signal is



required at that location. This project provided one parking space per unit and also has 46 additional parking spaces for visitors, as well as two spaces for the management office and 8 handicapped spaces so it is our opinion that the parking provided will be sufficient to meet the needs of the development.

#### **H. Recommendations:**

Staff recommends approval of an ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving the application (ZA-21-02) from Berkeley Landing Ltd. requesting a zoning map amendment from an “DR” Downtown Residential district designation to a “DG” Downtown General district designation for approximately 2.23 acres (97,740 square feet) of the property known as 3100 Broadway, identified by Parcel Control Number 56-42-42-36-40-000-0020, and providing for an effective date.

Staff recommends approval of a Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, Approving Plat Application (PA-21-01) from Berkeley Landing Ltd., to combine two contiguous lots of record into one lot totaling approximately 4.01 acres in land area, for the real properties located at 3100 and 3124 Broadway Avenue, identified by Parcel Control Numbers 56-43-42-28-42-000-0010 And 56-43-42-28-00-002-0020, and providing for an effective date.

Staff recommends approval of the Site Plan application (SP-21-04) from Berkeley Landing Ltd, to construct two (2) three-story residential affordable housing apartment buildings, including live-work units, with associated parking, landscaping and amenities, on approximately 4 acres of land, located at 3100 and 3124 Broadway Avenue, identified by Parcel Control Numbers 56-43-42-28-42-000-0010 and 56-43-42-28-00-002-0020, having a Downtown Mixed Use (DMU) future land use designation and Downtown General (DG) and Downtown Residential (DR) zoning designations, and providing for an effective date, subject to the following conditions:

1. Construction must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
2. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before a Certificate of Occupancy is issued for this site.
3. The City Council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.



4. This development must receive final Certificate of Occupancy from the City for all buildings and/or units approved within five years of the approval of the adopting resolution or the adopting resolution shall be considered null and void, requiring the applicant to resubmit application for site plan approval and re-initiate the site plan approval process.
5. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec. 31-554 will be levied against the property owner and/or business for violation of this condition.
6. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.
7. The concurrently processed ordinance (ZA-21-02) and Resolution (PA-21-01) must be adopted, approved and become effective prior to this site plan approval becoming effective.
8. The property owner is responsible for the maintenance and irrigation of the plantings in the Civic Open Space, and the overall maintenance of the civic open space, as shown on the Plat (PA 21-01) for Berkeley Landing, and the civic open space shall be maintained in perpetuity for the use and benefit of the public.
9. Prior to the issuance of the first building permit, the property owner shall convey to Palm Tran an easement for a Bus Stop, Boarding and Alighting Area, subject to the approval of the City of Riviera Beach. The location sketch, legal description, and dedication documents of this easement shall be approved by the City (Public Works Director and Director of Development Services) prior to the recordation of the documents.
10. Prior to the issuance of the building permit for Building 2 of 2, the petitioner shall construct a Palm Tran approved mass transit shelter with appropriate access, lighting, two (2) trash receptacles and bicycle storage 5005 (*See attached figure 1*). The approved color for the bus shelter must be consistent with RAL Color Chart No. RAL 5005 (*See attached figure 2*). The location of the shelter shall be within an approved Bus Stop Boarding and Alighting Area easement. Any and all costs associated with the construction and perpetual maintenance shall be funded by the petitioner and or future property owner.







## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

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600 W BLUE HERON BLVD, SUITE C-225  
RIVIERA BEACH, FL, 33404  
PHONE: 561-844-3408  
FAX: 561-881-8043  
Website: [www.rbcra.com](http://www.rbcra.com)

August 13, 2021

Mary F. Savage Dunham, AICP, CFM  
Assistant Director of Development Services  
City of Riviera Beach  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

Re; Berkeley Landing Project – 3100 and 3124 Broadway, Riviera Beach, FL 33404

Dear Ms. Savage Dunham:

Please be advised that this project had an evaluation hearing before the Riviera Beach Board of Commissioners on October 8, 2020. See attached Resolution No. 2020-23, which states that:

- Berkeley Landing is consistent with the goals and objectives of the adopted Riviera Beach Community Redevelopment Plan;
- The Agency approved a contribution of \$640,000 as Local Area Contribution (Local Match) in support of an application for low-income housing tax credits;

Additionally, the Board is contemplating receiving an update on the site plan, tax credit allocation, timeline, and community outreach at its meeting on August 26, 2021 at 6 p.m. This presentation will be at the top of the regular agenda, in anticipation of a presentation to the Planning and Zoning Commission later that evening. Staff has done a preliminary review of the design documents and has no objections.

If you require further information, please do not hesitate to reach out to me. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Scott Evans /aj".

Scott Evans,  
Planning and Development Director

C: Jonathan Evans, Executive Director  
Annetta Jenkins, Director of Neighborhood Services  
Chris Smith, Pittman Law Group, General Counsel  
Opal McKinney-Williams, Pittman Law Group, General Counsel

RESOLUTION NO. 2020-23

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY ("THE AGENCY") FINDING THAT THE Berkley Landing PROJECT LOCATED AT 3100+3124 Broadway ("PROJECT") IS CONSISTENT WITH THE ADOPTED COMMUNITY REDEVELOPMENT PLAN; APPROVING THE CONTRIBUTION, IN CONJUNCTION WITH THE CITY OF RIVIERA BEACH, TO BE USED AS A LOCAL CONTRIBUTION AND LOAN IN THE AMOUNT OF \$640,000 ("LOCAL MATCH") IN SUPPORT OF AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO SUPPORT THE PROJECT; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT WITH THE CITY OF RIVIERA BEACH FOR THE CONTRIBUTION FOR THE PURPOSE OF THE LOCAL MATCH; PROVIDING AN EFFECTIVE DATE.

\*\*\*\*\*

**WHEREAS**, Part III of Chapter 163, Florida Statutes, provides that redevelopment agencies shall afford maximum opportunity to the rehabilitation or redevelopment of the community redevelopment area by private enterprise for the elimination of slum and blight and the provision for the development of affordable housing; and

**WHEREAS**, the Riviera Beach Community Redevelopment Plan provides for development of programs to encourage the private sector to undertake redevelopment within the Community Redevelopment Area and the development of affordable housing; and

**WHEREAS**, the Riviera Beach Community Redevelopment Plan identifies projects such as Berkley Landing as the type of project to encourage development which will improve commercial corridors and provide attainable, affordable, and workforce housing within the Community Redevelopment Areas in the City of Riviera Beach, Florida ("the Area"); and

**WHEREAS**, the Borrower's property is located within the Area and the proposed development of multi-family residential units is consistent with the goals and objectives of the adopted CRA Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:**

Berkley Landing SECTION 1. The Riviera Beach Community Redevelopment Agency finds that the Project located at 3100+3104 Broadway, Riviera Beach is consistent with the goals and objectives of the adopted Riviera Beach Community Redevelopment Plan.

SECTION 2. The Riviera Beach Community Redevelopment Agency hereby approves the contribution of \$640,000, in conjunction with the City of Riviera Beach, to be used as a local contribution and loan (Local Match) for the Project in support of an application for low income housing tax credits to support the Project.

SECTION 3. The Chair and the Executive Director of the Agency, on behalf of the Agency, are each hereby authorized to take such actions that are consistent to carry out the intent of this resolution.



SECTION 4. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 8<sup>th</sup> day of October 2020.

RIVIERA BEACH COMMUNITY  
REDEVELOPMENT AGENCY

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

  
JULIA A. BOTEL, Ed. D  
Chairperson

ATTEST:

  
Executive Director

Approved as to form and legal sufficiency

  
J. Michael Haygood, PA

MOTION BY: K. Miller-Anderson

Date 10/8/2020

J. Michael Haygood, PA

General Counsel to CRA

SECONDED BY: D. Lawson

J. BOTEL

Aye

K. MILLER-ANDERSON

Aye

T. MCCOY

Nay

S. LANIER

Aye

D. LAWSON

Aye




## RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300  
RIVIERA BEACH, FL 33404  
Phone: 561-844-3408  
Fax: 561-881-8043  
Website: [www.rbcra.com](http://www.rbcra.com)

# MEMORANDUM

**TO:** Honorable Chair and Members, CRA Board of Commissioners  
City of Riviera Beach, Florida

**FROM:** Jonathan Evans   
Interim Executive Director, CRA

**COPY:** J. Michael Haygood, CRA Attorney

**DATE:** October 2, 2020

**SUBJECT:** Berkeley Landing, a Family Rental Mixed Income Community to be located at 3100 and 3124 Broadway, Riviera Beach, FL, and Island View Apartments at 2525 Broadway Blvd., a Family Rental Mixed Income Community

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### REQUEST FOR BOARD ACTION

The Agency Staff is requesting the Board of Commissioners to approve a resolution authorizing a Local Government Area of Opportunity Funding Contribution and Loan/Grant in the amount of \$640,000. The loan/grant is a demonstration of a local government commitment to the project and will maximize the applicant's score for an allocation of Low-Income Housing Tax Credits (LIHTCs) with Florida Housing Finance Corporation ("FHFC"). This support is to be considered at special meetings of the Agency and of the City of Riviera Beach on Thursday, October 8, 2020, at 6 p.m. Pursuant to a process delineated by Mr. Jonathan Evans, City Manager/Interim Executive Director, CRA, (See Process Memorandum from Mr. Evans, dated September 25, 2020, attached hereto as Exhibit A) the two development teams submitted detailed proposal packages on October 2, 2020. Those proposals are attached as Exhibit B-1 and Exhibit B-2. This funding commitment will be structured through the City in compliance with FHFC regulations.

The subsidy will be conditional upon the award of tax credits to the [Wendover/Pinnacle Group or HTG Group] for the development of the proposed number of units of housing affordable to residents with incomes not more than 80% of area median income and not disbursed until closing of the entire transaction. Exhibit "C-1 and C-2" are the loan/grant commitment forms to be provided to the developer by the City for submission in its application package. Staff is asking the Board's approval to authorize the Executive Director to execute an Interlocal Agreement with the City so that the City can provide the Loan/Grant Agreement shown in Exhibit "C-1" or "C-2." Subsequent to action by the Agency, the City will take action to effectuate the City of Riviera Beach's intent to support the project selected for Local Government Area of Opportunity Funding Contribution and a Loan/Grant in the amount of \$640,000.



## **BACKGROUND**

### **Berkeley Landing**

Berkeley Landing is a proposed new development adjacent to the Park Manor neighborhood of Riviera Beach. The proposed development will add approximately \$30.5 million in development value on a property currently assessed at \$970,030. The project will generate an estimate of \$257,786 of *ad valorem* tax revenue.

### **Island View Apartments**

Island View Apartments is a proposed new development located at 2525 Broadway near the Park Manor neighborhood. This development will add \$30.5 million in development value on a property currently assessed at \$881,145. The project will generate an estimate of \$257,786 in *ad valorem* tax revenues.

FHFC's LIHTC program is among the most competitive in the country and the most sophisticated. Developers are interested in maximizing the likelihood for success as the pursuit of such funding is costly.

### **TIMELINE:**

For the Developers: Housing Tax Credit Application due to FHFC no later than October 20, 2020. Commitment and concurrency documents due no later than October 13, 2020 to the developer selected.

For the CRA/City: Board/Commission approval no later than October 8, 2020, with all documents executed and transmitted, no later than October 12, 2020.

### **CONSISTENCY WITH ADOPTED CRA PLAN**

The Projects are consistent with the goals and objectives of the adopted CRA Plan. The CRA Plan has identified the need to bring new residential housing to the City. The proposed development is located within the Blue Heron North area and provides that as the area redevelops, a wide mix of housing should be included. Redevelopment of the Broadway corridor is a high priority for the Agency. The development proposals for future affordable multifamily residential will create new housing opportunities within close proximity to employment, shopping areas, and public transportation. The properties are designated Downtown Mixed Use and Multi-family Residential in the Riviera Beach Comprehensive Plan and has a Downtown Residential Zoning classification. The proposed residential development is consistent with the adopted zoning and land use.

### **ABOUT LOW INCOME HOUSING TAX CREDITS (LIHTCs)**

Low Income Housing Tax Credits are the nation's and the state's best tool for the delivery and financing of rental housing for working families. Since 1986, LIHTCs have provided critical financing for more than 3.23 million rental homes. (Note that LIHTC properties have an average vacancy rate of 4.2 percent, compared to 10.6 percent in the overall rental market. Foreclosures have occurred in less than 1% of all LIHTC properties since 1986, better than all other classes of real estate.)

**RECOMMENDATION**

The Agency Staff is requesting the Board of Commissioners to approve Staff's request to provide a grant/loan to Berkeley Landing/Island View Apartments and to Wendover/Pinnacle or HTG to construct a new residential community on Broadway as outlined in the attached proposals:

1. The grant/loan award is contingent upon the receipt of Low Income Housing Tax Credits.
2. The Project is consistent with the goals and objectives of the adopted CRA Plan.





"The Best Waterfront City in Which to Live, Work And Play."

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**CITY OF RIVIERA BEACH**

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**TO:** MAYOR, CHAIRPERSON, AND CRA COMMISSIONERS

**FROM:** JONATHAN E. EVANS, CITY MANAGER/INTERIM CRA EXECUTIVE  
DIRECTOR, MPA, MBA, ICMA-CM

**SUBJECT:** FLORIDA HOUSING FINANCE CORPORATION (FHFC) – LOCAL  
SUPPORT – CRA UPDATE (IMPORTANT)


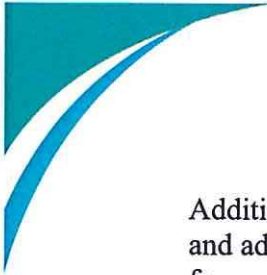
**DATE:** SEPTEMBER 25, 2020

**CC:** CRA STAFF, LEGAL, CITY ADMIN, HTG, AND PINNACLE

This memorandum is a request by CRA staff to seek direction and support regarding two projects seeking local contributions/loans in the approximate amount of \$650,000. This funding is associated with the support of a local agency for an application for low-income tax credits with the Florida Housing Finance Corporation (FHFC). The City of Riviera Beach (City) and the Community Redevelopment Agency (CRA) have been approached by two entities looking to develop within the Broadway Corridor. These particular development projects have some similarities and differences, but both seek support to pursue funding through the state's FHFC program. FHFC allows for tax credits to facilitate low-to-moderate and some market-rate-income housing developments within communities with a defined or established need. This process is extremely complicated, very competitive, and takes precision execution to ensure success. Throughout the process, city staff would like to allow the CRA Board and the City Council to provide clear direction as to which project they wish to support. If both projects move forward, it will undoubtedly lead to both being disqualified from consideration, so policymakers must determine which project brings the best economic development/redevelopment opportunity to the CRA.

City and CRA staff met to discuss the nuances of moving the projects forward, and we are at a point where the CRA Board needs to make an informed public policy decision on how to proceed. To facilitate the necessary commitment, staff will take on a couple of tasks to provide a complete analysis. First, for whichever project is selected, staff will calculate the projected economic impact associated with the project and its proposed size, scope, and development criteria. There will also be a preliminary analysis to roughly calculate the anticipated ad valorem revenue projected to be collected vis-à-vis the CRA as a result of the development project; this will include permitting and building fees, impact fees, and other revenues generated as a result of the proposed development.







Additionally, staff has compiled a series of approximately 18 questions to be submitted in writing and addressed as part of the presentations that will come before the CRA Board and City Council for consideration, as an accompanying resolution must be executed by both the CRA and the City. This step will lead to two special meetings on the same day to effectuate the board's legislative directive once the two presentations are concluded.



Furthermore, the fiscal impact associated with these projects would not be experienced until FY 2022–2023. The state will have an intimate role in reviewing and underwriting key elements associated with this project. City staff believes that both projects that will come before both the CRA and City Council for consideration have merit, and that the questions proffered by the collaborative team should be addressed both in writing and as part of the verbal presentation. Additionally, City/CRA staff will investigate the proposed fiscal impact. Staff recommends that the meeting be held in person on **Thursday, October 8, 2020**, to allow for both entities to present compelling arguments as to why their projects should be considered for local support. Below, you will find the questions that will be proffered by the internal development team. The order in which the teams will present is as follows: HTG will proceed first, followed by Pinnacle. After the presentations have concluded, both entities will be given three minutes for closing remarks in the same order.

**Questions:**

1. Please provide the projected development cost, sources, and uses associated with your particular project, including the unit mix, square footage per unit, and proposed rental rates. Include any mixed-use elements. Additionally, please provide the projected construction elevation.
2. Detail the number, type, and wage levels of construction jobs, jobs during stabilization, and permanent jobs.
3. Please explain your corporate development philosophy and how you will ensure continuity and consistency with the City's comprehensive plan and the CRA Plan for the Broadway Corridor. Do you currently have site control? If so, please provide the specifics of the site.
4. Local participation and inclusion are a major priority of this agency to facilitate the creation of economic opportunities, wealth, and jobs. Please describe how your company will ensure participation by a women-owned business enterprise (WBE); minority-owned business enterprise (MBE); a small, minority, and women-owned business enterprise (SMWBE); and/or a small business enterprise (SBE). Detail the percentages and provide documentation.
5. If you are selected to receive a local contribution/loan in the amount of approximately \$650,000 from the Community Redevelopment Agency (CRA) in support of an application for housing tax credits from the Florida Housing Finance Corporation (FHFC), will you stipulate and affirm that you will not seek additional funding from either the City or CRA to fund your development project?



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6. Homeownership is a major priority for this agency. What would you do to facilitate bridge opportunities and assistance for homeownership within your project and the community? Does your project afford the opportunity for both rental and ownership?
  7. How will your project beautify and improve the surrounding areas? What elements will your project contain to ensure that the features in the architectural design and living units are superior to those of similar projects? Provide details on project amenities. Does the project incorporate a public art component? Additionally, how will you guarantee a “value-added” component to ensure that your development complements future developments within the CRA district?
  8. Do you have any plans for further investments within the City of Riviera Beach? What other development projects, similar in size and scope, have you undertaken that you would deem a success? Also, through what projects have you been able to learn valuable lessons to improve your development projects moving forward?
  9. Do you plan to retain ownership of this project for its entirety and manage it in perpetuity? If not, what are your plans for the project after the compliance period?
  10. What is the collective experience of the development team, and how many projects has this team facilitated in/outside the State of Florida and exclusively in Palm Beach County?
  11. If your project is not selected, can you move the project forward utilizing conventional or layered financing structures? What would be the timing of these efforts?
  12. Have alternative sites been considered within Riviera Beach away from the Broadway Corridor or within other communities in Palm Beach County?
  13. Has consideration been given to adding near-market/market-rate units in addition to the unit mix described?
  14. How might the location of your proposed project spur revitalization and other development in this area?
  15. What amenities will be included in your project? Of the amenities to be provided, what services will be available only to your residents? What amenities will be available to the larger community?
  16. If you are awarded the tax credits, when will the development occur? What is your anticipated timeline to complete the project? What is the likelihood of the project being completed in a timely manner?
  17. What benefits will your project add to the Riviera Beach community?

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18. Explain your leveraging: The developer's contribution vs. percentage of funding and city's contribution vs. total development cost.

In conclusion, staff will commence crafting a resolution to accompany the presentations that will allow for the appropriate entity to be inserted in the resolution for both the CRA and the City to execute. It is imperative that the resolution be executed that evening, as the applications must be submitted soon after the resolution. Presentations will be one hour in duration, with an opportunity for questioning by the Board at the conclusion of both presentations. We ask that the questioning be consistent for both parties and that all questioning be reserved for the question-and-answer session prior to participants' closing arguments. Furthermore, the consistency of questioning allows for a fair and equitable chance to respond by both parties; if there is any deviation in the process, the projects can be challenged and thrown out, as the process is so competitive.

**Important Requirements:** Please note that all responses are due by **Friday, October 2, 2020**, at noontime. This includes the answers to the questions listed above and all supplemental material that will be shared via your verbal presentations. The information is to be emailed to Ms. Sherley Desir at [SDesir@rbcr.com](mailto:SDesir@rbcr.com), and all questions concerning the project or process are to be communicated to Scott Evans at [sevens@rbcr.com](mailto:sevens@rbcr.com) or Ms. Annetta Jenkins at [ajenkins@rbcr.com](mailto:ajenkins@rbcr.com).

Tentative meeting date will be **Thursday, October 8, 2020, at 7:00 PM EST at the Riviera Beach Marina Event Center**. Presentations will be an hour per party, and 3 minutes for closing statements after the CRA Board of Commissioners' questioning has concluded.





October 2, 2020

Mr. Jonathan Evans  
City Manager/ Interim CRA Executive Director  
City of Riviera Beach  
600 West Blue Herron Boulevard  
Riviera Beach, Florida 33404

Re: Local Contractor Initiative – Local Government Area of Opportunity Funding for Island View Apartments

Mr. Manager:

Thank you for giving the Housing Trust Group (HTG) the opportunity to apply for a Local Government Area of Opportunity Funding associated with our "Local Contractors Initiative". The Local Contractors Initiative is being designed to link Riviera Beach businesses to community redevelopment activities in the City of Riviera Beach. Over the last five years, HTG has developed four multi-family projects in Palm Beach County with two, Heron Estates Senior and Heron Estates Family in Riviera Beach (construction commencement on Heron Estates Family is scheduled for October 2020). We have had positive experiences working with the City of Riviera Beach's administration and its residents. These experiences and project successes have created an opportunity for HTG's leadership to support staff recommendations to create a Local Contractors Initiative. The Local Contractors Initiative contain the following elements:

1. Establish a joint venture with a local Riviera Beach Contractor and form an HTG/Prime Contractor Joint Venture.
2. The HTG/Prime Contractor Joint Venture will work with the City of Riviera Beach to establish a list of Riviera Beach based businesses i.e. sub-contractors, construction suppliers and retail for local purchasing.
3. The HTG /Prime Contractor Joint Venture will establish a bidding process designed facilitate hiring local contractors.
4. The HTG/Prime Contractors Joint Venture will implement a process to identify a pool of unskilled labors to work on the project in conjunction with local labor unions.
5. Most importantly, the local contracting entity will be at the ownership level of the construction phase of the project

#### **Project Description**

Owner Name & Address: HTG Island View, LLC (an affiliate of Housing Trust Group)  
3225 Aviation Ave., 6<sup>th</sup> floor  
Coconut Grove, FL 3313

Managers: HTG Island View Manager, LLC (managing entity)  
Matthew Rieger, Manager of Managing Entity

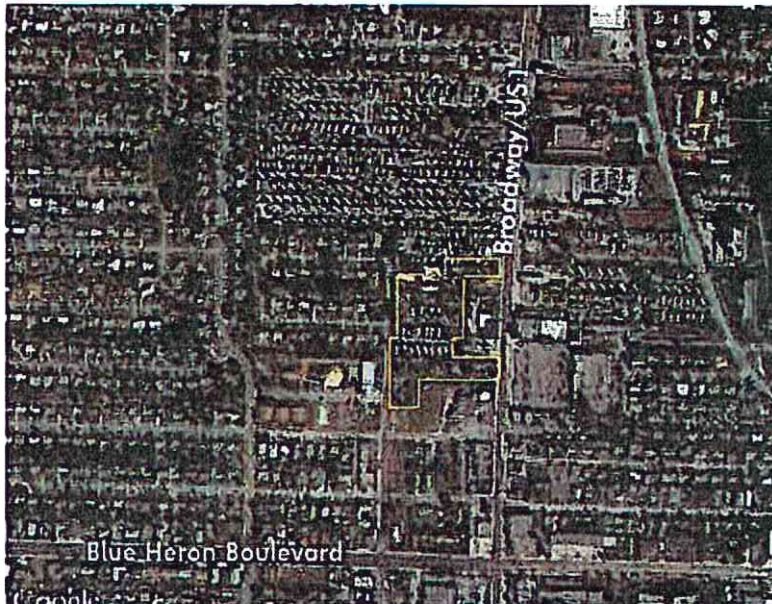
Development Information: Development Name: Island View Apartments  
Address: Broadway, Broadway, and W 28<sup>th</sup> St., Riviera Beach also described at 2525 Broadway Blvd, Riviera Beach by the Palm Beach County Property Appraiser  
PCNs: 56-43-42-28-55-001-0000; 56-43-42-28-00-002-0290; 56-43-42-28-00-002-0300; 56-43-42-28-00-002-0311; 56-43-42-28-00-002-0360  
Type: New construction  
Demographic: Family  
Type of Housing Units: Affordable Workforce Rental Apartments  
Housing Units to be built: 110 units  
Number of Housing Units Seeking City Funding: 110 units



### Location & General Description

The development site is located on or about 2525 Broadway Blvd, Riviera Beach. The location provides accessibility to a variety of community services within the area.

Island View Apartments will serve the family demographic that qualify as low-income and workforce households (up to 80% AMI) as defined by LIHTC and Florida Housing. The new garden style community will feature a state-of-the-art fitness center, games and lounge seating, a business center, a playground, and a variety of other amenities.



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### Resident Income Mix

Unit Type	# of Units	Rent Limit	Unit Sq. Ft.	Gross Rent	Utility Allowance	Net Rent
1/1	4	30%	701	\$494	\$98	\$396
1/1	13	60%	701	\$988	\$98	\$890
1/1	7	70%	701	\$1,153	\$98	\$1,055
1/1	2	80%	701	\$1,318	\$98	\$1,220
2/2	9	30%	850	\$593	\$110	\$483
2/2	27	60%	850	\$1,186	\$110	\$1,076
2/2	17	70%	850	\$1,384	\$110	\$1,274
2/2	5	80%	850	\$1,582	\$110	\$1,472
3/2	4	30%	1,050	\$685	\$121	\$564
3/2	12	60%	1,050	\$1,370	\$121	\$1,249
3/2	7	70%	1,050	\$1,598	\$121	\$1,477
3/2	3	80%	1,050	\$1,827	\$121	\$1,706
<b>Total</b>	<b>110</b>					

#### Job Creation:

We anticipate that the project will create 40 construction jobs with the annualized wage rate of \$50,000 per job. Upon completion, the project will create 3 permanent property management jobs. It is important to note that we envision the Local Contractors Assistance program as ongoing and, when possible, migrated to other projects in HTG's portfolio.

#### Corporate Philosophy and Impact on CRA Corridor:

HTG is an award-winning affordable housing developer, committed to providing individuals, families, and seniors with safe, decent, and affordable communities to call "Home". HTG has developed over 6000 units (31 multi-family communities) primarily through funding partnerships with federal, state, and local governmental agencies, not-for-profit partners, and housing authorities. HTG's mission is to simply provide and deliver, without compromise the highest quality of work, service and care in a professional environment and ethical manner ( See attached Previous Housing Development Experience).

Presently, HTG has site control via a sales contract. ( Please see the attached preliminary site plan).

#### Local Participation:

This initiative was developed as a strategy to maximize the use of local contractors in redevelopment activities in the City of Riviera Beach. While we will meet all conventional participation standards, this initiative is structured to exceed those standards by not establishing a cap but striving to exceed the ceiling relative to the utilization of local MBE/WMBE businesses. This will be accomplished by making a local contractor part owner of the Prime Contractor Joint Venture established for this project. Secondly as the Prime Contractor, the local partner will participate/manage the procurement process.

#### Local Government Area of Opportunity Stipulation:

HTG certifies that this request for a \$640,000 Local Government Area of Opportunity funding will be the project's only request for financial support from the City of Riviera Beach.

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**Homeownership:**

The project does not entail a homeownership component. However, HTG commits to provide Financial Assistance with Purchase of a Home utilizing the following provisions:

- the incentive will be applicable to the home selected by the resident and will not be restricted to or enhanced by the purchase of homes in which HTG or related party has an interest. HTG will retain 5% of the residents rent payment for future down payment assistance to purchase a home.
- the incentive will be not less than 5 percent of the rent for the resident's unit during the resident's entire occupancy (Note: Resident will receive the incentive for all months for which the resident is in compliance with the terms and conditions of the lease. Damages to the unit more than the security deposit will be deducted from the incentive).
- the benefit will be in the form of a gift or grant and will not be a loan of any nature.
- the benefits of the incentive will accrue from the beginning of occupancy.
- the vesting period will be no longer than 2 years of continuous residency. and
- no fee, deposit or any other such charge will be levied against the resident as a condition of participation in this program.

**Beautification:**

HTG will create an "Arts- In- Public -Places program. We will allocate 1.5% of construction costs for the purchase of Artworks. Art will be installed in public places within the Island View Complex. Consistent with the CRA Plan, emphasis will be placed on commissioning local artists to produce the art.

**Investments in the City of Riviera Beach:**

Within the last three years, HTG partnered with the Riviera Beach Housing Authority on the redevelopment of the Ivey Green Village site. This new development encompasses 180 units developed in two phases. The new community includes 101 one- and two-bedrooms apartments (completed) as well as 79 town homes (construction starts in October 2020). Its amenities include a large community center, a swimming pool, and a lake feature. The total aggregate project cost is approximately \$38,000,000.

**Long-term Ownership Structure:**

HTG Management will be the long-term manager of the site and HTG Island View, LLC will retain ownership of the project.

**Collaborative Experience of Development Team:**

HTG will create a Joint Venture Prime Contractor entity consisting of a local based Riviera Beach business and Newport Construction. HTG has completed three projects with Newport Construction, all in Palm Beach County. These projects are as follows:

1. Covenant Villas is a 144-unit rehabilitation/redevelopment project in Belle Glade Florida. Total project cost \$21,000,000. Completed.
2. Pahokee Housing Authority – 129-unit rehabilitation/redevelopment in Pahokee, Florida. Total project cost approximately \$18,000,000. Completed.
3. Heron Estates Family – 79-unit new construction townhomes built on land leased from the Riviera Beach Housing Authority. Total project cost approximately \$18,300,000. Construction scheduled to commence in October 2020.

The HTG Newport team has successfully completed projects in Palm Beach County which clearly demonstrates the teams' understanding of local requirements relative to the development process.

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**Financing Options:**

The funding attached to the Local Government Area of Opportunity program has the financial liquidity necessary to implement the local contractor's assistance program. Generally, small contractors have limited access to credit and capital. By utilizing the funds provided through the Florida Housing Finance Corporation's (FHFC) Local Government Area of Opportunity program, funds are available support these businesses. While HTG may have the ability to seek alternative methods to fund this project, it will not be able to effectively implement a Local Contractor Initiative by utilizing these alternative sources.

**Alternative Sites:**

Presently, HTG has no other Riviera Beach sites under contract.

**Market Rate Units:**

An appraisal completed in May of 2020 for the Heron Estates Family development being constructed at 2003 W 17<sup>th</sup> Court, Riviera Beach listed market rental rates in Riviera Beach at \$1,250 for a one bedroom one bath, \$1,450 for a two-bedroom two bath, and \$1,575 for a three-bedroom three bath unit.

Island View Apartments will contain units serving households at 80% of the Area Median Income. With these units renting at current 2020 rental rates of \$1,220 for a one bedroom one bath, \$1,472 for a two-bedroom two bath, and \$1,706 for a three-bedroom three bath unit, these rental rates are at current market rents.

**Spur of Revitalization:**

Consistent with the CRA plan for the Broadway corridor, we believe the development of 110 units/townhomes will start the process of revitalization and spur additional investment. While our strategy involves multi-family housing, we will simultaneously commence negotiations on an adjacent parcel of land for commercial/retail development. Which is now viable because of the development of new housing and the introduction of new consumers in the neighborhood.

**Amenities:**

The project entails the development of 110 multifamily units. Its amenities will include a large community center, computer lab, fitness center, swimming pool, tot lot.

**Project Timeline:**

The proposed project timeline is as follows:

*Application Submission to FHFC	October 20, 2020
*FHFC Recommendation-	November 17, 2020
*Application Litigation Process	April 2021
*Complete Project Underwriting	March 2022
*Commence Construction	April 2022

**Benefits to Riviera Beach:**

This project will positively impact the City of Riviera Beach by generating new tax revenue, fees, and the creation of jobs for its residents. Upon completion, the project will generate \$120,000 in annual tax revenues or \$1,200,000 over ten-year period for the City. The project will generate approximately \$1,600,000 in initial permit and impact fees for the City in FY 2021-2022. We anticipate that Riviera Beach based businesses will create over 40 jobs with most of these jobs being held by residents of Riviera Beach. Finally, the redevelopment of the property will be in a manner consistent with the goals and objectives of the CRA.

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**Project Leveraging:**

With a total development cost of \$30.5 million, the City's \$640,000 will be leveraged 47.65 times.

We look forward to having an opportunity to continue our productive working relationship with the City of Riviera Beach.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan K. Finnie", is written over a horizontal line.

Bryan K. Finnie.  
Vice President  
Housing Trust Group

A handwritten signature in blue ink, appearing to read "Jason Larson", is written over a horizontal line.

Jason Larson  
Vice President  
Housing Trust Group

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# Housing Trust Group

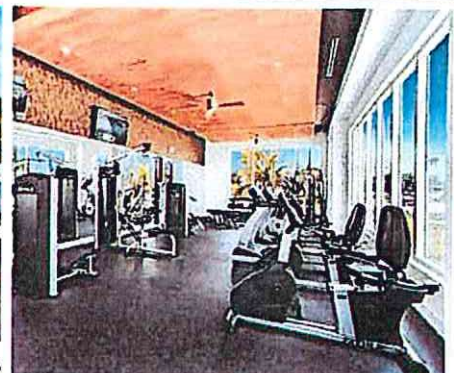
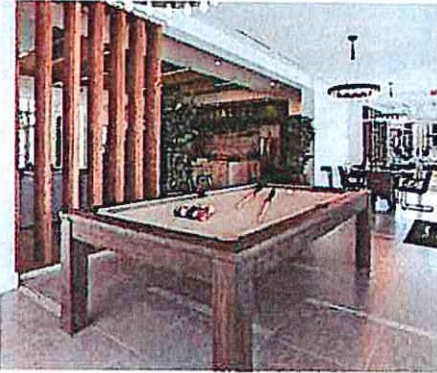
## Island View - Palm Beach - Family

### Sources & Uses

Uses				Permanent Phase			Construction Phase		
	Ref.	Total	%	Per Unit			Total	%	Per Unit
<b>Hard Costs</b>									
GC Contract									
Hard Construction Costs		15,325,876	50.22%	139,326			15,325,876	53.39%	139,326.15
GC Profit		919,553	3.01%	8,360			919,553	3.20%	8,360
GC General Requirements		919,553	3.01%	8,360			919,553	3.20%	8,360
GC Overhead		306,518	1.00%	2,787			306,518	1.07%	2,787
General Liability Insurance		43,937	0.14%	399			43,937	0.15%	399
Construction - P&P Bond		84,564	0.28%	769			84,564	0.29%	769
GC Contract Total		17,600,000	57.67%	160,000			17,600,000	61.31%	160,000
Hard Cost Contingency @:	5.0%	880,000	2.88%	8,000			880,000	3.07%	8,000
Recreational / Owner Items		380,000	1.25%	3,455			380,000	1.32%	3,455
Total Hard Costs		18,860,000	61.80%	171,455			18,860,000	65.70%	171,455
<b>Soft Costs</b>									
<b>Financial Costs</b>									
Construction Interest Expense		1,255,151	4.11%	11,410			1,255,151	4.37%	11,410
Construction Loan Origination Fee		247,500	0.81%	2,250			247,500	0.86%	2,250
Construction Loan Closing Costs		49,500	0.16%	450			49,500	0.17%	450
Permanent Loan Origination Fee		108,900	0.36%	990			108,900	0.38%	990
Permanent Loan Closing Costs		25,000	0.08%	227			25,000	0.09%	227
Legal - Lender		25,000	0.08%	227			25,000	0.09%	227
Total Financial Costs		1,711,051	5.61%	15,555			1,711,051	5.98%	15,555
<b>Reports &amp; Studies</b>									
Appraisal		10,000	0.03%	91			10,000	0.03%	91
Environmental Report		10,000	0.03%	91			10,000	0.03%	91
Geotech Report		10,000	0.03%	91			10,000	0.03%	91
Market Study		10,000	0.03%	91			10,000	0.03%	91
Plan and Cost Review		5,000	0.02%	45			5,000	0.02%	45
Total Reports and Studies		45,000	0.15%	409			45,000	0.16%	409
<b>General Development Costs</b>									
Accounting Fees		40,000	0.13%	364			40,000	0.14%	364
Architect - Design	2.50%	436,787	1.43%	3,971			436,787	1.52%	3,971
Architect - Supervision		50,000	0.16%	455			50,000	0.17%	455
Architect - Landscape		17,000	0.06%	155			17,000	0.06%	155
Building Permits	1,200.00	132,000	0.43%	1,200			132,000	0.46%	1,200
Engineering Fee		100,000	0.33%	909			100,000	0.35%	909
FHFC Administrative Fees	5.50%	110,715	0.36%	1,007			110,715	0.39%	1,007
FHFC Application Fees		3,000	0.01%	27			3,000	0.01%	27
FHFC Compliance Mon. Fee		212,332	0.70%	1,930			212,332	0.74%	1,930
FHFC - Underwriting Fee		17,845	0.06%	162			17,845	0.06%	162
Green Certification - NGBS/LEED		25,000	0.08%	227			25,000	0.09%	227
Impact Fees	\$9,601	1,056,072	3.46%	9,601			1,056,072	3.68%	9,601
Inspection & Material Testing Fees		60,000	0.20%	545			60,000	0.21%	545
Survey & Platting (including as-built)		25,000	0.08%	227			25,000	0.09%	227
Utility & Submetering Connection	Heron senior	\$434,500	1.42%	3,950			434,500	1.51%	3,950
Organizational Costs		10,000	0.03%	91			10,000	0.03%	91
Site Preparation		35,500	0.12%	323			35,500	0.12%	323
Total General Development Costs		2,765,752	9.06%	25,143			2,765,752	9.63%	25,143
<b>Legal</b>									
Legal Fees		150,000	0.49%	1,364			150,000	0.52%	1,364
Legal - Zoning, Site Plan, & Platting		50,000	0.16%	455			50,000	0.17%	455
Title Insurance, Taxes, & Recording	0.45%	137,327	0.45%	1,248			137,327	0.48%	1,248
Total Legal		337,327	1.11%	1,703			337,327	1.17%	1,703
<b>Marketing and Lease-up</b>									
Marketing Costs & Other		25,000	0.08%	227			25,000	0.09%	227
Lease Up Costs		75,000	0.25%	682			75,000	0.26%	682
Total Marketing & Lease-up		100,000	0.33%	909			100,000	0.35%	909
<b>Taxes and Insurance</b>									
Builder's Risk & Const. Insurance	1.15%	176,248	0.58%	1,602			176,248	0.61%	1,602
Insurance- Property/Liability		78,760	0.26%	716			78,760	0.27%	716
Property Taxes & Other	2.13%	162,250	0.53%	1,475			162,250	0.57%	1,475
Total Taxes and Insurance		417,258	1.37%	3,793			417,258	1.45%	3,793
Soft Cost Contingency	5.00%	183,267	0.60%	1,666.06			183,267	0.64%	1,666
Sub-Total		24,419,655	80.02%	220,633			24,419,655	84.55%	220,633
<b>Land Acquisition Costs</b>									
Land, To be Acquired		1,885,000	6.18%	17,136			1,885,000	6.57%	17,136
Existing Buildings, To be Acquired		-	0.00%	-			-	0.00%	-
Developer Fee & Overhead		-	-	-			-	-	-
Developer's Fee	16.0%	3,907,145	12.80%	35,519			2,551,289	8.89%	23,194
Reserves		-	-	-			-	-	-
Operating Deficit Reserve (3M OpEx & Debt Service)		305,271	1.00%	2,775			-	0.00%	-
Total Project Cost		30,517,071	100.00%	276,064			28,705,843	100.00%	260,963
<b>Financing Gap Surplus/(Short)</b>									
		0					59,602		
<b>Sources</b>									
	Rate	Total	%	Per Unit			Total	%	Per Unit
<b>Hard</b>									
Construction Loan	4.00%	-	0.00%	-			24,750,000	86.04%	225,000.00
Bridge Loan	4.00%	-	0.00%	-			-	0.00%	-
Permanent Loan 1	4.25%	10,890,000	35.68%	99,000.00			-	0.00%	-
<b>Soft</b>									
Investor Equity		19,121,644	62.66%	173,833			4,015,545	13.96%	36,504.96
Deferred Developer Fee		505,427	1.66%	4,595			-	0.00%	-
Total Sources		30,517,071	100.00%	277,428			28,765,545	100.00%	261,505



## PREVIOUS HOUSING DEVELOPMENT EXPERIENCE



**Project Name:** Princeton Park

**Location:** 13105 SW 248th Street, Princeton, FL

**Project Size:** 150 Units

**Project Completion Date or Current Status:** January 2019

**Funding Sources & Amounts:**

1. Key Bank, N.A. Construction Loan: \$23,300,000
2. Key Bank, N.A. Perm Loan: \$7,300,000  
Column Financial Construction/Permanent Loan: \$3,478,200
3. NEF Assignment Corporation Housing Credit Equity:  
Construction Phase = \$5,934,526 Permanent Phase = \$23,738,096
4. Deferred Developer Fee:  
Construction Phase = \$2,012,337 Permanent Phase = \$208,767

**Ownership Type:** Limited Liability Company

**Public Programs Utilized:** N/A

**Income Levels Served:** 135 units at 60% AMI & 15 units at 33% AMI (8 units Special Needs)

**Type of Development:** Garden Style Development

**Demographic:** Family

**Extent of community and/or residential participation:**

1. Literacy Training
2. Employment Assistance Programs
3. Family Support Coordinators

**Total Development Cost:** \$34,725,063



## HTG DEVELOPMENT EXPERIENCE



**COVENANT VILLAS**  
**PALM BEACH COUNTY HOUSING**  
**AUTHORITY** 601 Covenant Drive  
Belle Glade, Florida 33430

**Property Size:** 8.23-acres  
**Property Type:** Affordable Multi-Family  
**Community Style:** Garden Style Apartments  
**Building Height:** 2 stories  
**Number of Buildings:** 18  
**Number of Units:** 144  
**Funding:** Palm Beach County Loan and 9% tax credits  
**Completion Date:** July 2017

The property consists of 144 affordable rental apartments comprised of eighteen, 2-story buildings situated on 8.23 acres of land. The property includes a 3,500 square foot structure containing administrative leasing / maintenance functions and day care center.

The work scope entails substantial rehabilitation to all the apartments and upon completion the units will be updated to meet all local code requirements as well as Florida Housing Finance Corporation guidelines. Covenant Villas will have an amenities package that will include, but not be limited to, energy efficient apartments containing eco-friendly flooring, programmable thermostats, energy star rated windows and appliances. Additionally, tenants will have access to a "state of the art" laundry center within the complex.



## HTG DEVELOPMENT EXPERIENCE



### **COURTSIDE APARTMENTS OVERTOWN/ PARK WEST CRA**

1600 NW 3rd Avenue  
Miami, Florida 33136

**Property Size:** 2.31-acres

**Property Type:** Affordable Multi-Family

**Community Style:** Mid-rise

**Building Height:** 6 stories

**Number of Buildings:** 1

**Number of Units:** 84

**Funding:** Southeast Overtown/Park West  
CRA Loan, Miami-Dade HFA Bonds and  
Surtax, 4% tax credits.

**Completion Date:** November 2016

National Reader's Choice Award for Best Family  
Project, Affordable Housing Finance 2017

Best Affordable Residential Project, 2017 South  
Florida Business Journal Structure Awards.

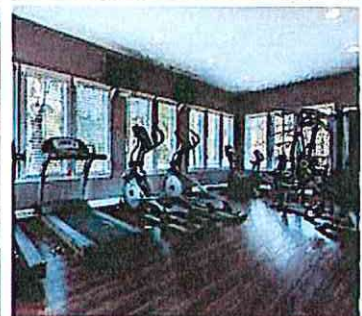
Courtside Apartments is located in Miami's historic Overtown district in the Southeast Overtown Park West (SEOPW) CRA and on the grounds of the County owned Culmer Neighborhood Center.

The new community has created a more pedestrian friendly environment on the grounds of the Culmer Center and serves as a catalyst for future development in the area, as well as providing residents with access to governmental services, small business opportunities and neighborhood-oriented shopping.

Some amenities include a state of the art theater/media room, Miami Heat branded and Alonzo Mourning signature basketball court, covered outdoor BBQ area, large state-of-the-art fitness center, computer lab & wifi lounge, and library.



## HTG DEVELOPMENT EXPERIENCE



### VALENCIA GROVE

551 Huffstetler Drive  
Eustis, FL 32726

**Property Size:** 9.25-acres

**Property Type:** Affordable Family

**Community Style:** Garden Style

**Building Height:** 3 stories

**Number of Buildings:** 6

**Number of Units:** 144

**Funding:** 4% tax credits, SAIL, ELI.

**Completion Date:** January 2017

Valencia Grove is a \$21 million, 144-unit affordable multifamily development located in the Central Florida city of Eustis, Lake County, FL.

The community features garden-style residential buildings, along with a Grand Clubhouse which provides its residents access to a cyber cafe room, laundry facility, an exercise room and a pool. Other onsite amenities include a playground, sand volleyball court, car care center, pet park and sports field. It serves working families with rents ranging from \$405 to \$849 per month.

Valencia Grove was 100% leased upon opening.



## HTG DEVELOPMENT EXPERIENCE



### VILLAGE PLACE

720 NE 4th Avenue  
Ft. Lauderdale, Florida 33304

**Property Size:** 1.08-acres

**Property Type:** Affordable Elderly

**Community Style:** Mid-rise

**Building Height:** 6 stories

**Number of Buildings:** 1

**Number of Units:** 112

**Funding:** 9% tax credits

**Completion Date:** November 2014

**Services:** Daily activities, quarterly health care visits, health and nutrition classes, and resident assistance referral program

Village Place is located in the heart of downtown Ft. Lauderdale, near Las Olas in the fast-growing Flagler Village neighborhood. Village Place is a new construction, six-story midrise development with 112 affordable apartments targeted for people aged 55-and-older who earn between 25 percent and 60 percent of the area's median income.

The new community aims to create a safe and attractive environment for its residents with access to amenities like a clubhouse, large state-of-the-art fitness center, library, courtyard, wifi lounge, rooftop pool and private garage parking.

Village Place won the National Association of Home Builder's Silver Award in 2017 for Best of 55+ Affordable Rental Community category.



## HTG DEVELOPMENT EXPERIENCE



### FREEDOM GARDENS

932 Freedom Way  
Brooksville, Florida 34601

**Property Size:** 10.7-acres

**Property Type:** Affordable Family

**Community Style:** Garden Style

**Building Height:** 3 stories

**Number of Buildings:** 5

**Number of Units:** 96

**Funding:** 9% tax credits.

**Completion Date:** March 2017

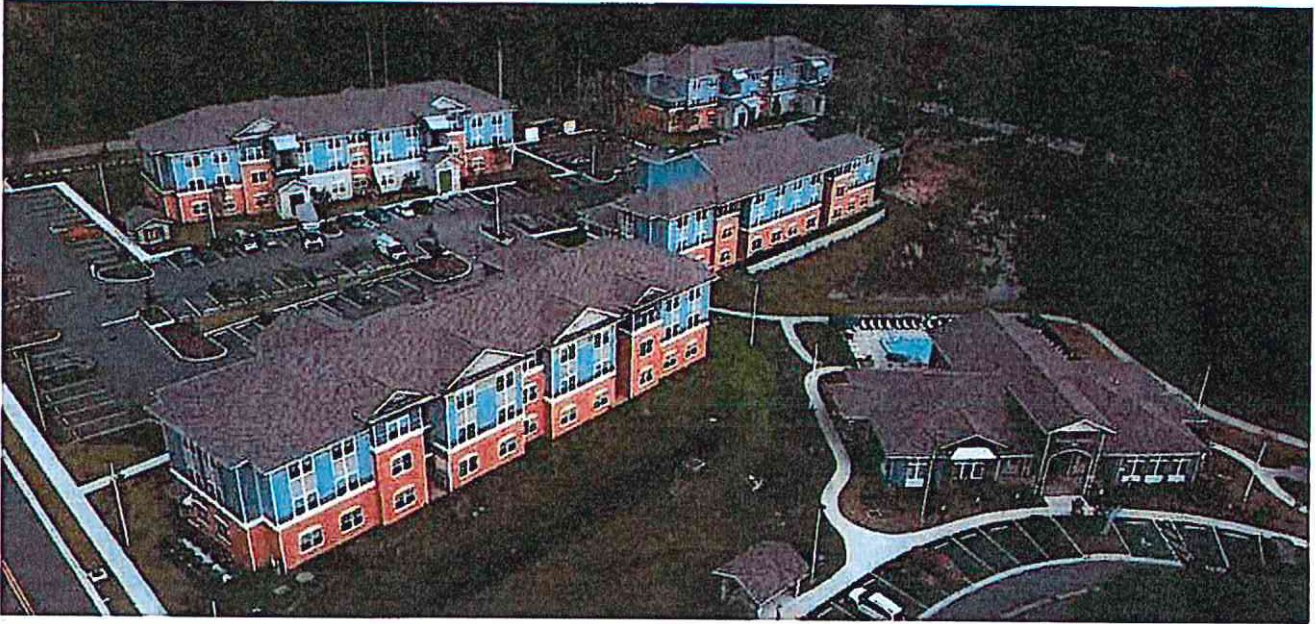
Located in Brooksville, which is home to historic buildings and famous governor residences, Freedom Gardens, a brand new gorgeous multifamily affordable community, will serve as an avant catalyst for future business developments and opportunities.

Freedom Gardens is pursuing green building certification under the National Green Building Standard (NGBS) administered by NAHB. Architectural design is based on a "French Country Theme".

Freedom Gardens is the first phase of the 2-phase development that will consist of 96 units. Amenities at Freedom Gardens will include a Pet Park, a jogging path, a 1,200 SF pool and a 4,806 SF Grand



## PREVIOUS HOUSING DEVELOPMENT EXPERIENCE



**Project Name:** Freedom Gardens II

**Location:** 290 Revere Road Brooksville, FL 34601

**Project Size:** 94 Units

**Project Completion Date or Current Status:** May 2019

**Funding Sources & Amounts:**

1. Citi Bank Construction Loan: \$8,600,000
2. Citi Bank Permanent Loan: \$4,625,000
3. SAIL: \$5,500,000
4. ELI: \$493,400
5. Raymond James 4% Tax Credit Equity:  
Construction Phase = \$1,456,198 Permanent Phase = \$5,824,793
6. Deferred Developer Fee:  
Construction Phase = \$1,157,504 Permanent Phase = \$763,909

**Ownership Type:** Limited Liability Company

**Public Programs Utilized:** N/A

**Income Levels Served:** 84 units at 60% AMI & 10 units at 40% AMI (5 units Special Needs)

**Type of Development:** Garden Style Development

**Demographic:** Family

**Extent of community and/or residential participation:**

1. After School Programs for Children
2. Literacy Training
3. Employment Assistance Programs

**Total Development Cost:** \$17,207,102



## PREVIOUS HOUSING DEVELOPMENT EXPERIENCE



**Project Name:** Hammock Ridge II

**Location:** 8234 Omaha Circle Spring Hill, FL 34606

**Project Size:** 92 units

**Project Completion Date or Current Status:** June 2019

**Funding Sources & Amounts:**

1. Key Bank National Association Construction Loan: \$13,700,000
2. Key Bank/Freddie Mac Perm Loan: \$3,700,000
3. CREA Housing Credit Equity: \$13,995,073  
Construction Phase = \$3,498,769 Permanent Phase = \$13,995,073
4. Deferred Developer Fee:  
Construction Phase = \$400,401 Permanent Phase = \$50,282
5. Deferred Reserves: \$146,185

**Ownership Type:** Limited Liability Company

**Public Programs Utilized:** N/A

**Income Levels Served:** 82 units at 60% AMI & 10 units at 40% AMI (5 units Special Needs)

**Type of Development:** Mid-Rise 4 Story Development

**Demographic:** Elderly

**Extent of community and/or residential participation**

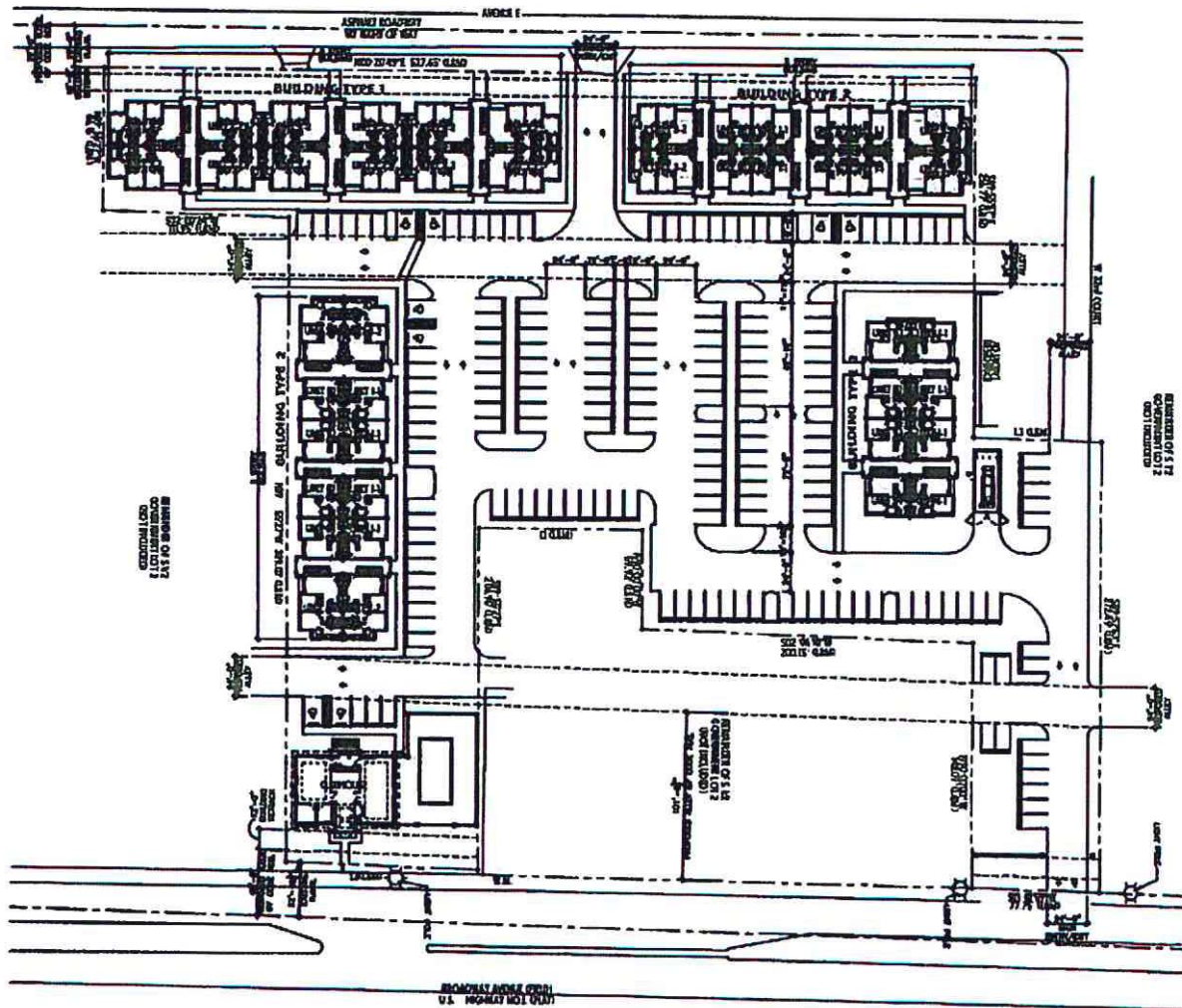
1. Literacy Training
2. Daily Activities
3. Assistance with Light Housekeeping, Grocery Shopping and/or Laundry

**Total Development Cost:** \$17,745,355





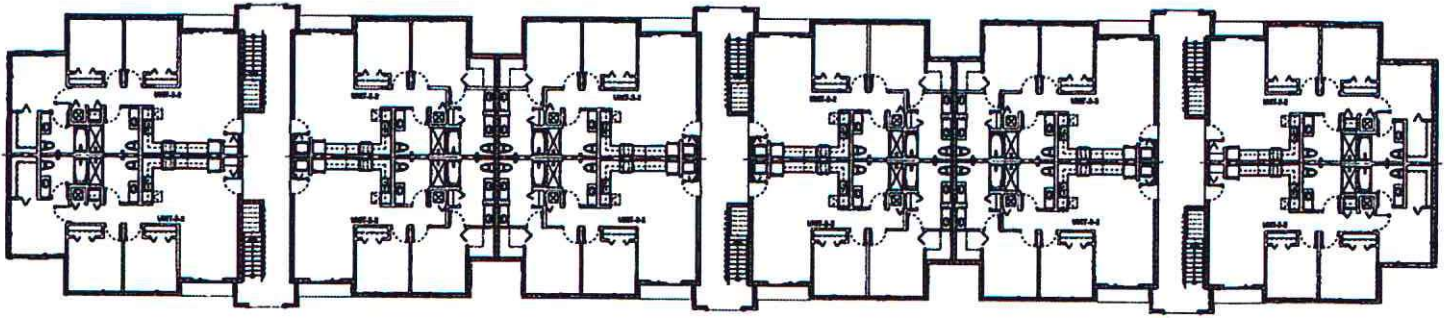
## Conceptual Site Plan



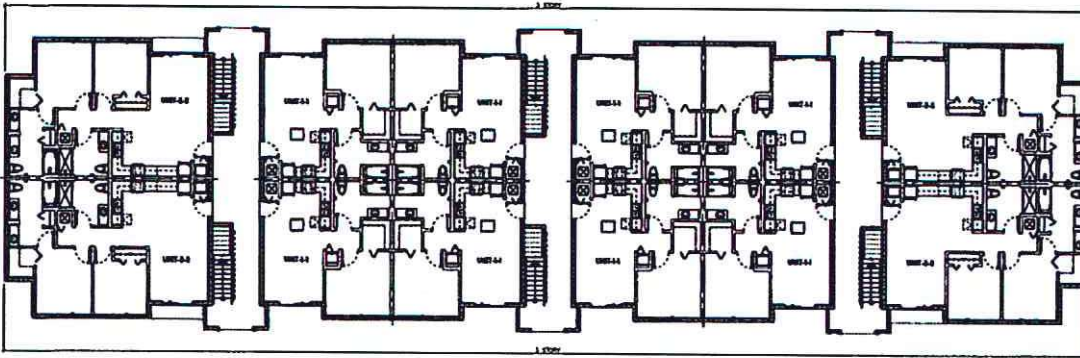
HOUSING TRUST GROUP

3225 Aviation Avenue, 6<sup>th</sup> Floor • Coconut Grove, FL 33133 • 305-860-8188

[www.htgf.com](http://www.htgf.com)



**01 BUILDING TYPE 1 FLOOR PLAN (3 STORY)**  
SCALE: 1/8"=1'-0"



**02 BUILDING TYPE 2 FLOOR PLAN (3 STORY)**  
SCALE: 1/8"=1'-0"



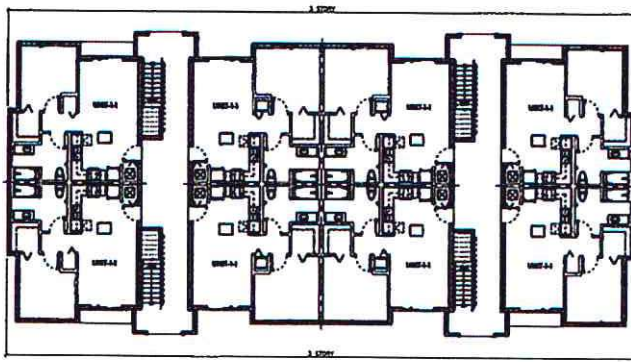
15450 TOWN SQUARE  
SUITE 100, FORT LAUDERDALE, FL 33305  
TEL: 760.227.2211  
F: 760.227.2211  
WWW.MODISARCHITECTS.COM

**Residential Apartments**  
City of Riviera Beach, Florida

**ZONING STUDY**  
8/14/2020

PROJECT #  
19160 &  
SCALE: As Shown

**A102**



**02 BUILDING TYPE 3 FLOOR PLAN (3 STORY)**  
SCALE: 1/8"=1'-0"

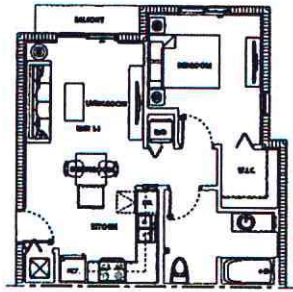


**Residential Apartments**  
City of Riviera Beach, Florida

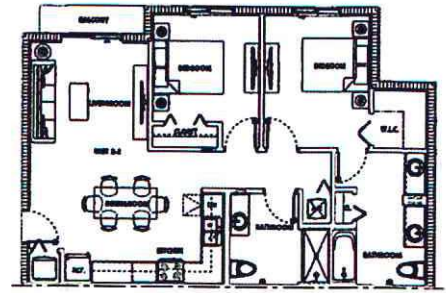
**ZONING STUDY**  
08/14/2020

**PROJECT #**  
19468  
**SCALE:** As Shown  
**A103**

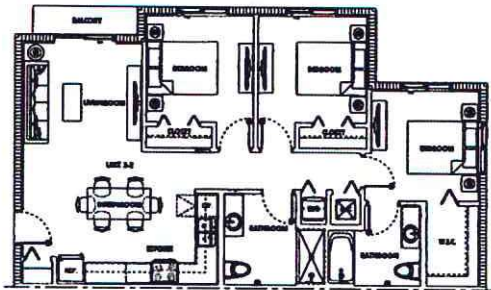




**01 UNIT 1-1 FLOOR PLAN**  
SCALE 1/4" = 1'-0"



**02 UNIT 2-2 FLOOR PLAN**  
SCALE 1/4" = 1'-0"



**03 UNIT 3-2 FLOOR PLAN**  
SCALE 1/4" = 1'-0"



## Residential Apartments

City of Riviera Beach, Florida

**ZONING STUDY**  
08/14/2020

PROJECT #  
00446  
SCALE: AS SHOWN  
**A104**



# HOUSING TRUST GROUP

	Development Name	Florida (County)	Building Type	Units	Address	Completion Date	Demographic	Status	Total Development Cost
1	Grande Pointe	Orange	Garden Style	276	1705 Grande Pointe Boulevard Orlando, FL 32839	August-01	Family Affordable	Completed	\$ 17,969,282.00
2	Colony Park	Palm Beach	Garden Style	130	8215 Belvedere Road West Palm Beach, FL 33411	May-02	Family Affordable	Completed	\$ 13,241,339.00
3	Emerald Palms	Broward	Duplex	318	5331 SW 43rd Terrace Dania Beach, FL 33314	June-02	Family Affordable	Completed	\$ 23,792,185.00
4	The Chateau	Leon	Garden Style	36	511 N. Woodward Avenue Tallahassee, Florida 32304	August-02	Students	Completed	\$ 4,500,000.00
5	Venice Cove	Broward	Garden Style	150	721 N.W. 19th Street Fort Lauderdale, FL 33311	November-02	Family Affordable	Completed	\$ 15,074,942.00
6	Marina Bay	Palm Beach	Garden Style	192	2400 Lantana Road Lake Worth, FL 33462	December-02	Senior Affordable	Completed	\$ 16,145,375.00
7	Venetian Isles I	Palm Beach	Garden Style	288	800 Venetian Isles Drive Lake Park, FL 33403	February-03	Family Affordable	Completed	\$ 29,426,693.00
8	Preserve at San Luis	Leon	Townhome	190	1560 San Luis Road Tallahassee, FL 32304	August-03	Students	Completed	\$ 23,000,000.00
9	Groves At Wimauma	Hillsborough	Garden Style	108	5411 Palm Dunes Ct Wimauma, Florida 33598	October-03	Family Affordable	Completed	\$ 4,300,000.00
10	The Kensington	Palm Beach	Garden Style	163	300 Crestwood Circle Royal Palm Beach, FL 33411	January-04	Market Rate	Completed	\$ 18,523,429.00
11	Venetian Isles II	Palm Beach	Garden Style	112	800 Venetian Isles Drive Lake Park, FL 33403	February-04	Family Affordable	Completed	\$ 14,192,003.00
12	Chapel Trace	Orange	Garden Style	312	562 Chapel Trace Drive Orlando, FL 32807	February-04	Family Affordable	Completed	\$ 16,249,000.00
13	Malibu Bay	Palm Beach	Garden Style	264	750 Malibu Bay Drive West Palm Beach, FL 33401	April-05	Family Affordable	Completed	\$ 29,521,257.00
14	Campus Club	Hillsborough	Mid-Rise	64	5651 East Fletcher Avenue Tampa, FL 33617	August-05	Students	Completed	\$ 12,017,644.00
15	Preserve at River's Edge	Volusia	Garden Style	180	1401 S Palmetto Avenue Daytona Beach, FL 32114	September-05	Condominium for Sale	Completed	\$ 7,200,000.00
16	The Oasis at Pearl Lake	Seminole	Garden Style	316	1037 Alden Pkwy Altamonte Springs, FL 32714	March-07	Condominium for Sale	Completed	\$ 12,640,000.00
17	Green Cay Village Town Homes	Palm Beach	Townhome	100	12577 Green Cay Farm Boulevard, Boynton Beach, FL 33437	June-07	Workforce for Sale	Completed	\$ 2,840,666.00
18	Green Cay Village Condominium	Palm Beach	Garden Style	160	12576 Green Cay Farm Boulevard, Boynton Beach, FL 33437	June-07	Workforce for Sale	Completed	\$ 4,762,779.00
19	Palm Park f/k/a Green Cay Village Apartments	Palm Beach	Garden Style	180	12575 Green Cay Farm Boulevard, Boynton Beach, FL 33437	August-07	Family Affordable	Completed	\$ 24,780,341.00
20	Veranda Senior Apartments	Miami-Dade	Garden Style	99	28355 SW 152nd Avenue Homestead, FL 33033	January-12	Senior Affordable	Completed	\$ 20,796,869.79
21	540 Town Center	Pinellas	High-Rise	146	540 2nd Avenue South St. Petersburg, FL 33701	January-13	Senior Affordable	Completed	\$ 24,500,000.00
22	Pine Run Villas	Palm Beach	Townhome	63	5212 Sunset Trail Lake Worth, FL 33463	July-13	Family Affordable	Completed	\$ 13,431,509.39
23	Village Place	Broward	Mid-Rise	112	720 NE 4th Avenue Fort Lauderdale, FL 33304	November-14	Senior Affordable	Completed	\$ 25,016,991.64
24	Whispering Palms	Pinellas	Townhome & Garden Style	63	601 16th Avenue SE Largo, FL 33771	November-15	Family Affordable	Completed	\$ 11,000,000.00

As of: 9/2/2020



# HOUSING TRUST GROUP

	Development Name	Florida (County)	Building Type	Units	Address	Completion Date	Demographic	Status	Total Development Cost
25	Valencia Grove	Lake	Garden Style	144	551 Huffstetler Drive Eustis, FL 32726	November-16	Family Affordable	Completed	\$ 21,000,000.00
26	Courtside Apartments	Miami-Dade	Mid-Rise	84	1700 NW 4th Avenue Miami, FL 33136	November-16	Family Affordable	Completed	\$ 20,000,000.00
27	Wagner Creek	Miami-Dade	High-Rise	73	1501 NW 13th Court Miami, FL 33125	January-17	Family Affordable	Completed	\$ 22,800,000.00
28	Freedom Gardens	Hernando	Garden Style	98	1130 South Main St. Brooksville, FL 34601	August-17	Family Affordable	Completed	\$ 17,300,000.00
29	Park at Wellington	Pasco	Garden Style	110	4369 Sunray Drive Holiday, FL 34691	August-17	Family Affordable	Completed	\$ 19,500,000.00
30	Park at Wellington II	Pasco	Mid-Rise	110	4370 Sunray Drive Holiday, FL 34691	March-18	Family Affordable	Completed	\$ 16,800,000.00
31	Hammock Ridge	Hernando	Garden Style	104	8274 Omaha Cir Spring Hill, FL 34606	April-18	Family Affordable	Completed	\$ 18,000,000.00
32	Covenant Villas	Palm Beach	Garden Style	144	601 Covenant Drive Belle Glade, FL 33430	May-18	Family Affordable	Completed	\$ 21,900,000.00
33	Arbor View	Broward	Mid-Rise	100	3100 N SR 7 Margate, FL 33063	June-18	Senior Affordable	Completed	\$ 27,000,000.00
34	Princeton Park	Miami-Dade	Garden Style	150	13105 SW 248th Street, Princeton, FL	December-18	Family Affordable	Completed	\$ 34,710,617.00
35	Douglas Gardens V	Broward	Mid-Rise	110	709 SW 88 Avenue Pembroke Pines, FL 33025	March-19	Senior Affordable	Completed	\$ 21,000,000.00
36	Twin Lakes Estates, Phase I	Polk	Garden Style	100	501 Hartsell Avenue Lakeland, FL 33801	March-19	Senior Affordable	Completed	\$ 17,000,000.00
37	Heron Estates Sr.	Palm Beach	Garden Style	101	2014 W 17 Court Riviera Beach, FL 33404	July-20	Senior Affordable	Completed	\$ 20,000,000.00
38	Hammock Ridge II	Hernando	Mid-Rise	92	8234 Omaha Circle Spring Hill, FL 34606	May-20	Senior Affordable	Completed	\$ 18,400,000.00
39	Freedom Gardens II	Hernando	Garden Style	94	290 Revere Road Brooksville, FL 34601	February-20	Family Affordable	Completed	\$ 15,000,000.00
40	The Addison	Manatee	Mid-Rise	90	702 6th Avenue E Bradenton 34208	July-20	Family Affordable	Completed	\$ 21,600,000.00
41	Luna Trails	Brevard	Garden Style	86	1705 South De Leon Avenue Titusville FL 32780	November-20	Senior Affordable	Completed	\$ 18,300,000.00
42	Isles of Pahokee, II	Palm Beach	Garden Style	129	308 Pope Court Pahokee, FL 33476	January-20	Senior Affordable	Completed	\$ 15,500,000.00
43	Twin Lakes Estates, Phase II	Polk	Garden Style	132	501 Hartsell Avenue Lakeland, FL 33801	Est. July-21	Family Affordable	Under Construction	\$ 19,000,000.00
44	The Palms at Town Center	Flagler	Garden Style	88	470 Bulldog Drive Palm Coast, FL 32164	Est. March-20	Family Affordable	Completed	\$ 18,000,000.00

As of: 9/2/2020





# HOUSING TRUST GROUP

	Development Name	Florida (County)	Building Type	Units	Address	Completion Date	Demographic	Status	Total Development Cost
45	Osprey Pointe	Pasco	Garden Style	110	13021 US HWY 301 Dade City, FL 33525	Est. June - 20	Family Affordable	Under Construction	\$ 22,350,000.00
46	Max's Landing	Miami-Dade	Garden Style	76	8905 Sw 169 Court Miami, FL 33196	Est. October-20	Family Affordable	Under Construction	\$ 16,800,000.00
47	Village View	Broward	High-Rise	96	840 N Andrews Avenue Fort Lauderdale, FL 33311	Est. March-21	Senior Affordable	Under Construction	\$ 31,500,000.00
48	Oaks at Lakeside	Manatee	Garden Style	96	3505 53rd Avenue E Bradenton, FL	Est. October - 20	Family Affordable	Under Construction	\$ 18,000,000.00
49	Father Marquess-Barry Apartments	Miami-Dade	Garden Style	50	301 NW 17th Street Miami, FL 33136	Est. January-21	Senior Affordable	Under Construction	\$ 12,600,000.00
50	Heron Estates Family	Palm Beach	Garden Style	79	2003 W 17th Court Riviera Beach, FL 33404	Est. March-21	Family Affordable	Underwriting	\$ 20,900,000.00
51	Lafayette Gardens	Leon	Garden Style	96	1235 E Lafayette Street Tallahassee, FL	Est. May-22	Family Affordable	Underwriting	\$ 20,400,000.00
52	Hudson Village	Broward	High-Rise	96	901 S Federal Hwy, Hollywood, FL 33020	Est. May-22	Family Affordable	Under Construction	\$ 34,900,000.00
53	Valencia Grove II	Lake	Garden Style	110	2751 Dillard Road Eustis, FL 32726	Est. May-22	Senior Affordable	Under Construction	\$ 20,200,000.00
54	Flagler Station	Palm Beach	Mid-Rise	94	951 Banyan Boulevard Riviera Beach, FL	Est. May-22	Family Affordable	Underwriting	\$ 26,000,000.00
55	Oak Valley	Marion	Garden Style	96	831 NE 28th Street Ocala, FL 34470	Est. May-22	Senior Affordable	Under Construction	\$ 19,000,000.00
Outside of Florida									
56	River Ridge	Cherokee	Garden Style	358	100 River Ridge Drive Canton, GA 30114	March-03	Family Affordable	Completed	\$ 28,423,763.00
57	Reserve at Creekside	Hamilton	Garden Style	192	1360 Reserve Way Chattanooga, TN 37421	June-05	Market Rate	Completed	\$ 14,122,555.00
58	Forest Cove, Phase I	Hamilton	Garden Style	120	7700 Aspen Lodge Way Chattanooga, TN 37421	August-14	Market Rate	Completed	\$ 14,462,555.28
59	Forest Cove, Phase II	Hamilton	Garden Style	72	East Brainerd Road Chattanooga, TN	February-17	Market Rate	Completed	\$ 9,000,000.00
60	Aviva	Maricopa	Garden Style	325	8340 E Baseline Road, Mesa, AZ 85209	August-18	Market Rate	Completed	\$ 63,937,136.00
61	Aviva Goodyear	Maricopa	Garden Style	288	4195 North Falcon Drive Goodyear, AZ 85395	Est. December-22	Market Rate	Underwriting	\$ 68,646,276.00

As of: 9/2/2020



September 15, 2020

Jonathan E. Evans, MPA, MBA, ICMA-CM  
City Manager/Interim CRA Director  
City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33404

**RE: Local Government Area of Opportunity Funding for "Berkeley Landing" - 3100 and 3124 Broadway, Riviera Beach**

Dear Mr. Evans:

We write you representing the Pinnacle/Wendover venture for the proposed 110 unit multi-family community named "Berkeley Landing" in Riviera Beach, following up on Wendover's correspondence to the Riviera Beach CRA dated August 5, 2020, Pinnacle's correspondence to the CRA dated September 16, 2020 and your memo to the Mayor, Chairperson, CRA Commissioners, our team and the competing team dated September 25, 2020. Specifically, this letter and accompanying attachments will address each of the eighteen (18) inquiries in your September 25<sup>th</sup> memorandum, and more fully articulate our vision for this exciting development to be located at 3100 and 3124 Broadway.

First, we wish to thank you, staff and the CRA Commissioners for their extensive diligence and patience in evaluating our proposal and that of Housing Trust Group to secure "Local Government Area of Opportunity (LGAO)" funding in the amount of \$640,000, in order to compete for an allocation of Housing Tax Credits from the Florida Housing Finance Corporation. As you have stated in the memo and in discussions with our team, Riviera Beach is most fortunate to have two capable development teams seeking to develop high quality housing in the City of Riviera Beach. However, per Florida Housing's allocation process, only one development can be selected by the City for this LGAO designation, and we provide herein a persuasive case why the Wendover/Pinnacle team is best-suited to deliver the most impactful development to ensure the City's long-term growth and prosperity.

It is important to emphasize the unique joining of forces between two affordable, workforce and market rate rental housing development standard-bearers in Pinnacle and Wendover. The

Pinnacle Communities, LLC  
9400 S. Dadeland Blvd., Suite 100, Miami, FL 33156  
Tel: 305.854.7100  
[www.pinnaclehousing.com](http://www.pinnaclehousing.com)

Wendover Housing Partners  
1105 Kensington Park Dr., Suite 200, Altamonte Springs, FL  
Tel: 407.333.3233  
[www.wendovergroup.com](http://www.wendovergroup.com)



principals of our respective companies have each collaborated on various industry matters for over 20 years and have maintained both a working relationship and friendship in a highly competitive industry. Collectively, we have over 200 years of combined successful experience in affordable and workforce housing development of all kinds and in many locations throughout Florida and the southeastern United States. We share a common corporate approach to realizing transformative and “best in class” affordable, workforce and market rate communities. Pinnacle and Wendover understand the need to create iconic developments which reinvigorate communities and offer a sense of pride and belonging to its residents, helping them obtain housing and economic security. Both of our companies develop and hold our properties for the long term. Further, our joint efforts will be led on the ground by Kevin Kroll of Wendover and Timothy P. Wheat of Pinnacle, both of whom are native Palm Beach County residents and understand the dynamics of the community, and Pinnacle also maintains a day-to-day regional office in central Palm Beach County. The uniqueness of this venture, our decades of knowledge, our collective financial strength and our local commitment are a significant advantage.

We are also excited about the opportunity to reinvest in Riviera Beach’s citizens. Pinnacle and Wendover will work tirelessly to see the economic spin-off of our development activity benefit the City’s residents and are prepared to commit to this success as outlined in this response. Pinnacle’s construction affiliate will form a construction joint venture with Dwight Stephenson and his firm, D. Stephenson Construction. Pinnacle and Mr. Stephenson are currently utilizing a joint venture called PCDS Construction for a similar development now underway in Miami-Dade County. This construction joint venture offers a wealth of prior experience in Palm Beach County, including within Riviera Beach, and will focus on both construction and effective community engagement through spreading economic opportunities within the community.

Our abilities are greatly complimented by our core team, which consists of a group of seasoned professionals with local experience, including:

- Pinnacle Communities and Wendover Housing Partners – Owners/Developers
- D. Stephenson Construction – General Contracting joint venture with PC Building, Pinnacle’s affiliate
- Richard Jones Architecture – architect (Palm Beach County-based)
- Urban Design Studio – land planning and urban design (Palm Beach County-based)
- Gunster Law Firm – land use and legal advisory services (Palm Beach County-based)
- Wendover Management – Wendover’s hands-on, full-service property management arm

This team will be expanded as needed representing best-in-class professionals committed to helping Riviera Beach grow its community.



The CRA Commissioners/City Council will be tasked with deciding which development best represents the best long-term vision for the City and how its residents will best benefit. We are firmly convinced that the development of Berkeley Landing offers the most effective vision. When considering the various defining factors of both developments, please consider:

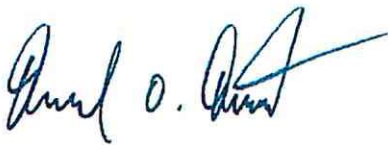
We are committed to assisting our residents in growing socially and economically. Berkeley Landing will provide continuous, year-round resident services such as health and wellness classes, financial counseling, employment referrals, parenting skills, and homebuyer education. Our goal is to see Berkeley Landing be a steppingstone for our residents' personal growth, and for our residents to fully realize how wonderful the Riviera Beach lifestyle can be, making it the "best waterfront city in which to live, work and play."

We will invest in our residents as they transition to homeownership. We will offer a program which rebates 5% of rent paid for our resident's term of tenancy if they purchase a home in Riviera Beach and are in good standing under the terms of their lease. We will coordinate our efforts with local stakeholders such as the Riviera Beach CDC to maximize this investment.

Berkeley Landing will create jobs and spur economic growth. Our team will be guided by D. Stephenson's S.H.A.R.E. model for the hiring of local business. Further we will be laser-focused on identifying local hires, both during construction and in permanent operations, and require our team to create meaningful apprenticeship opportunities for the City's citizens.

Thank you for the opportunity to present Berkeley Landing for consideration, and we are most grateful to you and your staff at the City and CRA for organizing this important, timely and transparent process.

Sincerely,



David O. Deutch  
Pinnacle Communities, LLC



Jonathan L. Wolf  
Wendover Housing Partners

## Answers to Questions from City of Riviera Beach Memo Dated September 25, 2020

### 1. Development Sources and Uses, Unit Mix and Sizes, Rents and Mixed-Use Elements, with Construction Elevation

The following is the proposed Development Sources and Uses in connection with Berkeley Landing, a 110-unit mixed-income and mixed-use rental community on Broadway in Riviera Beach.

This Development Sources and Uses is for all improvements associated with the development, including the cost of the two potential live/work lofts with ground floor office and/or commercial space facing Broadway.

<b>FORECASTED SOURCES &amp; USES OF FUNDS</b>	
<b>Berkeley Landing - Riviera Beach</b>	
<b>SOURCES OF FUNDS</b>	<b>TOTAL BUDGET</b>
Permanent Mortgage	\$ 6,100,000
Local Government Area of Opportunity Funding	\$ 640,000
Deferred Developer Fee	\$ 1,913,501
Equity	\$ 21,847,815
<b>TOTAL SOURCES OF FUNDS</b>	<b>\$30,501,316</b>
<b>USES OF FUNDS</b>	
<b>Hard Construction Costs</b>	
New Rental Units	\$ 13,836,648
Site Work	\$ 1,200,000
<b>TOTAL HARD COSTS</b>	<b>\$15,036,648</b>
<b>General Contractor Fees</b>	
Builders Profit	\$ 850,748
General Requirements	\$ 850,748
General Overhead	\$ 283,583
Payment & Performance Bond	\$ 125,000
<b>TOTAL GC FEES</b>	<b>\$ 2,110,080</b>
<b>Hard Cost Contingency Reserves</b>	<b>\$ 851,086</b>
<b>TOTAL CONSTRUCTION CONTRACT</b>	<b>\$17,997,814</b>
<b>General Development Costs</b>	
Accounting Fees	\$ 25,000
Appraisal	\$ 10,000
Architect's Fee - Building Design	\$ 500,000
Architect's Fees - Landscape	\$ 25,000
Architects Fees - Supervision	\$ 25,000
Buikler's Risk Insurance	\$ 100,000
Building Permit	\$ 220,000
Engineering Fees	\$ 400,000
Environmental	\$ 25,000
HFC Administrative Fee	\$ 213,750
HFC Application Fee + TEFRA Fee	\$ 3,000
HFC Compliance Fee	\$ 220,699
HFC Credit Underwriting Fee	\$ 14,546
Soft Cost Contingency	\$ 132,250
Green Certification / HERS Inspection Costs	\$ 40,000
Impact/Utility Connection Fees	\$ 1,162,202
Inspection Fees	\$ 20,000
Legal Fees	\$ 400,000
Market Study	\$ 10,000
Marketing/Advertising	\$ 125,000
Property Taxes	\$ 200,000
Soil Test Report	\$ 10,000
Survey	\$ 10,000
Title Insurance and Recording Fees	\$ 100,000
Personal Property	\$ 400,000
<b>TOTAL GENERAL DEVELOPMENT COSTS</b>	<b>\$ 4,391,447</b>
<b>Financial Costs</b>	
Construction & Soft Loan Commitment Fees	\$ 219,400
Const. Loan, Soft & Gap Financing Const. Period Int.	\$ 1,181,819
Construction Loan Cost Review & Inspections	\$ 50,000
Perm Loan Fee(s)	\$ 61,000
Construction Loan Closing Costs	\$ 60,000
Permanent Loan Closing Costs	\$ 50,000
Equity Closing Costs	\$ 50,000
<b>TOTAL FINANCIAL COSTS</b>	<b>\$ 1,672,219</b>
<b>Developer's Fee</b>	<b>\$ 3,849,837</b>
<b>Total Land Cost</b>	<b>\$ 2,590,000</b>
<b>TOTAL USES OF FUNDS</b>	<b>\$30,501,316</b>

The following table indicates the unit sizes, unit mix, rental rates and income levels for all of the units in the development. Berkeley Landing will contain a thoughtful mix of 1, 2 and 3 bedroom units with units available for household incomes at 30%, 60%, 80% and unrestricted/market rate.

<i>Unit Mix / Sizes / Rents</i>		<i>1BR - 800 S.F.</i>		<i>2BR - 1,060 S.F.</i>		<i>3BR - 1,257 S.F.</i>		<i>TOTAL Units</i>
	<i>Income Level</i>	<i>#</i>	<i>Monthly Rent (incl. Util.)</i>	<i>#</i>	<i>Monthly Rent (incl. Util.)</i>	<i>#</i>	<i>Monthly Rent (incl. Util.)</i>	
Market Rate Live/Work	Market Rate			2	\$1,582			2
Market Rate Affordable	80%	7	\$1,318	13	\$1,582	5	\$1,827	25
Low Income	60%	16	\$988	36	\$1,186	14	\$1,370	66
Extremely Low Income	30%	4	\$494	10	\$593	3	\$685	17
<b>TOTAL UNITS</b>		<b>27</b>		<b>61</b>		<b>22</b>		<b>110</b>

Also enclosed in this section is a conceptual site layout of Berkeley Landing, along with both a street-level and aerial rendering of the development. More information about the design vision for Berkeley Landing is contained in Question #8 of this response.

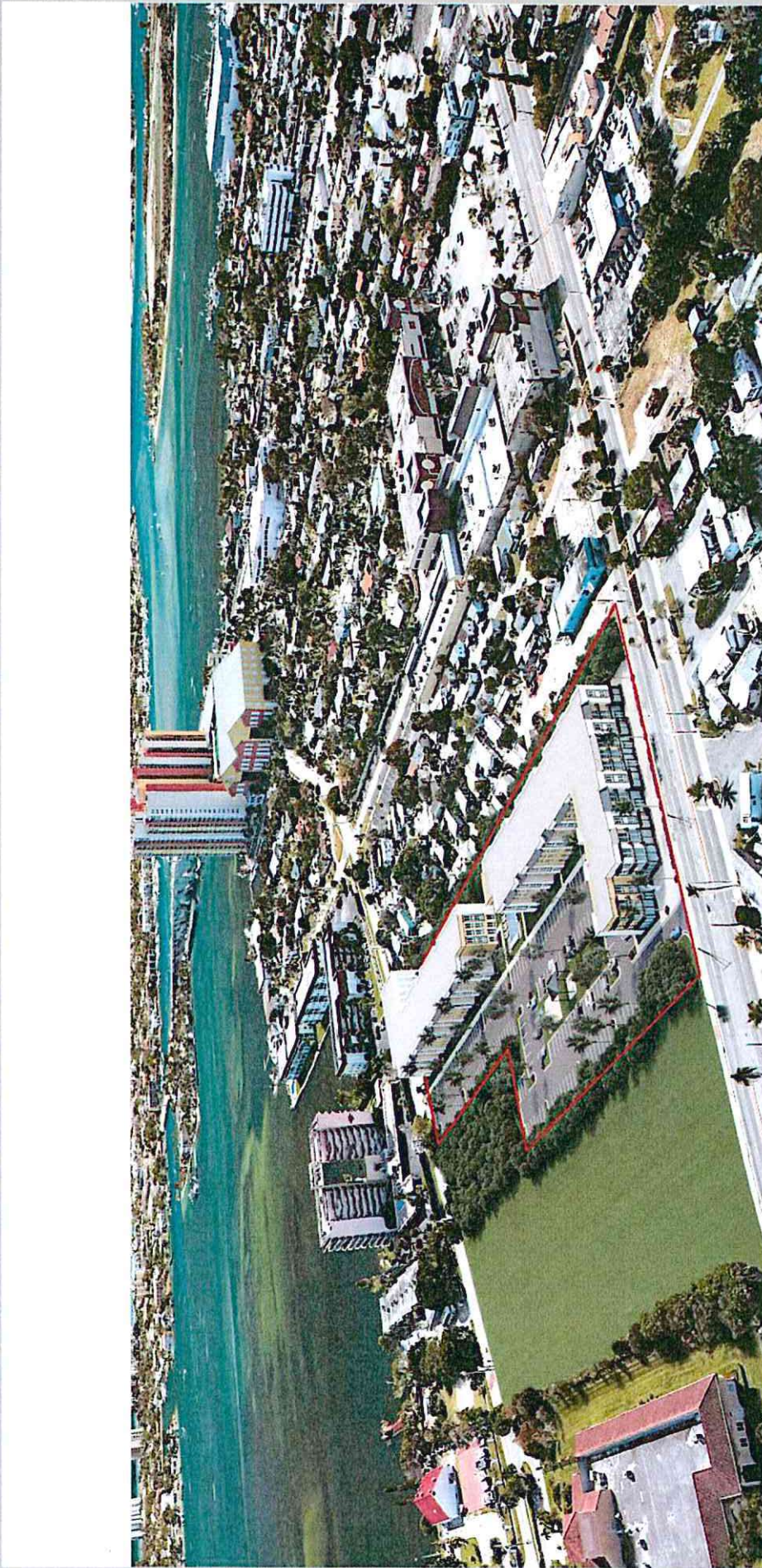




# BERKELEY LANDING

RIVIERA BEACH FLORIDA

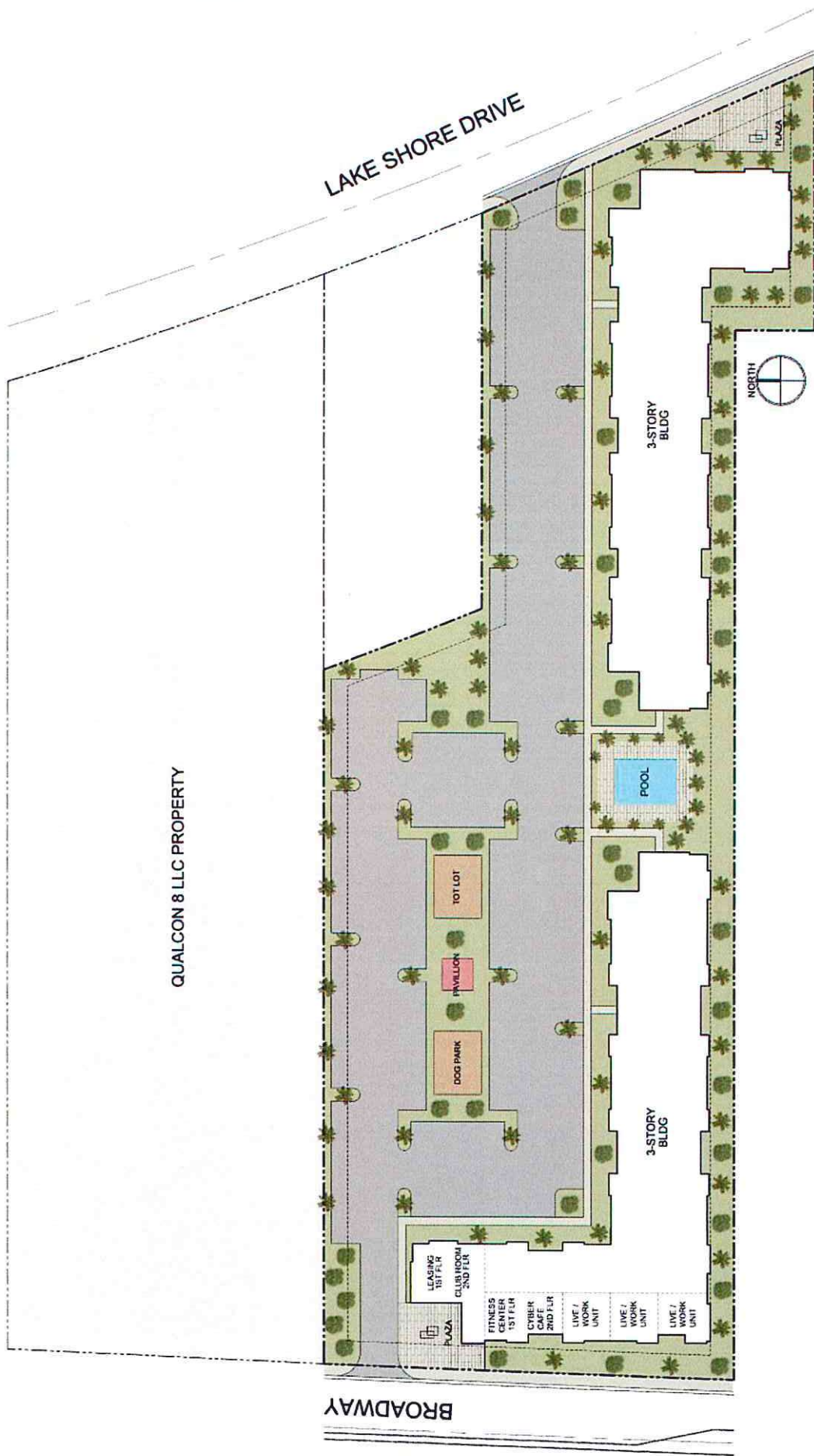




# BERKELEY LANDING

RIVIERA BEACH FLORIDA





# BERKELEY LANDING

RIVIERA BEACH FLORIDA





## 2. *Number, Type and Wage Levels of Construction Jobs, Stabilization Jobs and Permanent Jobs*

The actual number of total jobs created for any given construction project is a tricky analysis, because the hiring practices of each subcontractor varies. Some may utilize a group of employees over many projects, others might hire specifically for a particular project as either employees or sub-subcontractors or individuals as independent “piecework” contractors. With an estimated construction budget of \$18 million for Berkeley Landing, we can utilize the model relied upon by the Associated Builders & Constructors (ABC) developed by Markstein Advisors, which indicates for every \$1 billion in extra construction spending generates an average of at least 6,300 construction jobs. Therefore, we would expect to create approximately *110+ full time construction job equivalents*, but the actual number of total persons working on any particular construction project can be as much as 3-5 times that figure and that does not necessarily account for the spin-off effect of those indirectly employed by vendors associated with the construction work.

Further, as stated elsewhere in this response, the National Association of Home Builders routinely studies the “spinoff” local benefits of a typical 100-unit affordable housing development. They have found that “the estimated one-year local impacts of building 100 apartments in a typical family tax credit development include \$7.9 million in local income, \$827,000 in taxes and other revenue for local governments, and *122 local jobs*. These are local impacts, representing income and jobs for local residents, and taxes (and other sources of revenue, including permit fees)...the additional, annually recurring impacts of building 100 apartments in a typical family tax credit development include \$2.4 million in local income, \$441,000 in taxes and other revenue for local governments, and 30 local jobs. These are ongoing, annual local impacts that result from the new apartments being occupied, and the occupants paying taxes and otherwise participating in the local economy year after year.”

With respect to wages, these figures can vary depending upon the type, nature and duration of construction work. However, according to the job search resource Indeed, the average salary of a construction worker in Riviera Beach as of August 24, 2020 was \$68,467 per year. We would expect skilled workers to be paid in line with these industry norms.

Berkeley Landing will have approximately 5 permanent full-time employees working in the development, as well as local vendors to provide development services such as pest control and lawn maintenance. We commit to make every opportunity for hires or professional service engagement available to Riviera Beach residents to the greatest extent possible, advising relevant City agencies and the CRA of such availabilities. In Section 4, our team demonstrates how we will maximize these benefits of jobs and opportunity locally in Riviera Beach as Berkeley Landing is constructed.



**3. *Corporate Development Philosophy and Continuity with the City Comprehensive Plan and CRA Plan; Proof of Site Control & Site specifics***

Based on the Pinnacle/Wendover team's combined historical experiences and incorporation of industry best practices, Berkeley Landing is poised to become a prototype mixed-income apartment community that will bring vitality to the Broadway corridor of Riviera Beach and serve as a catalyst for further residential and commercial development.

This three-story modern development follows the vision set forth by the Riviera Beach CRA, which was established in 1986 with the fundamental purpose to facilitate redevelopment. As the oldest part of Riviera Beach, and containing the richest assortment and history of churches and community organizations, the CRA boasts remarkable real estate and enormous potential for revitalization. The CRA Plan identifies a series of strategies and site-specific development recommendations to take advantage of these factors and finds it essential that redevelopment in the CRA be viewed as an incremental, block-by-block endeavor for it to be successful. The plan is not a single "project," but instead, it is many projects, all of which work towards the same goal – a better, safer, and more prosperous Riviera Beach.

The City of Riviera Beach is centrally located at the heart of Palm Beach County, and with its close proximity to Palm Beach County's centers of employment and tourism, the successful redevelopment of Riviera Beach is absolutely critical to the County's future vitality. Further, the lack of affordable rental housing has been singled out as one of the greatest challenges currently facing the city.

A key component of the CRA's 2008 updated Master Plan was a long-term redevelopment strategy for the district north of Blue Heron Boulevard adjacent to Broadway/US 1, at the heart of which will be Berkeley Landing. The City adopted a new comprehensive plan, including form-based zoning codes that seek a wide range of uses to create a more diverse downtown area, which encompasses the CRA district. One of the main objectives of this overhaul is to create more affordable and senior housing within the district. Other initiatives adopted by the CRA for the district all have a direct correlation to the anticipated success of Berkeley Landing. Our development can be crucial to the district's overall redevelopment success through the following initiatives:

- Enhancing the working waterfront
- Attracting new residents to the City and elevating the quality of housing for existing residents
- Creating both construction and permanent jobs
- Providing a catalyst for future residential investment and development
- Empowering a base of future long-term City homeowners



Berkeley Landing will add over *\$125,000 of ad-valorem tax revenue to the City and Palm Beach County's annual budget*, as well as additional ongoing utility revenue to the City, and will represent one of the biggest such gains from any residential project in the CRA's history.

The Pinnacle/Wendover team understands that to foster the overall success of Berkeley Landing, the needs of individual tenants must be understood and met on a consistent basis. Due to its close proximity to the Palm Beach Veterans Affairs Medical Center, Berkeley Landing aims to serve a high number of Veteran residents and looks forward to building upon Wendover's experience and stellar reputation for serving not only this particular demographic, but all special needs residents. Wendover recently completed Haley Park, a senior affordable community in Tampa. Disabled and/or previous homeless Veterans constituted a significant portion of applicants. As such, Wendover Management's team immediately reached out to the Veteran's Affairs office and the James A. Haley VA Hospital in Tampa in an effort to craft and provide appropriate support services to these new residents. VASH vouchers were allocated and procured by qualifying tenants of Haley Park. The homeless Veterans granted housing vouchers to move into Haley Park were assisted through Operation: REVEILLE, a housing initiative with the goal of finding homes for every homeless Veteran in Hillsborough County. Local organizations provided move-in assistance, home goods, and furniture free of charge to these new residents. United States Secretary of Veterans Affairs Robert McDonald personally made a visit to Haley Park and lauded its ability to not only house, but also to enhance the lives of its Veteran residents. Philip Mangano, President and CEO of the American Round Table to Abolish Homelessness, also lauded Wendover's success in providing permanent supportive housing for formerly homeless Veterans.

Wendover Management has and continues to work successfully with HUD/VASH offices throughout the State of Florida. Upon nearing completion of Berkeley Landing, management will work with the Palm Beach County HUD/VASH Supervisor to begin identifying local Veterans that qualify to become residents. All approved HUD/VASH referrals to the property will be directed to the community through one of the Housing Specialists from the HUD/VASH office. Wendover Management staff and the support staff for HUD/VASH, which includes case managers, clinicians and housing specialists, work closely with a variety of Veteran support agencies. This includes assisting with security deposits, prorates, electric/utilities deposits and payments, furnishings and accessories as well as supplemental rents.

Persons with Special Needs (PSN) and Extremely Low Income (ELI) households typically face a unique set of challenges when it comes to qualifying for and remaining in high quality affordable housing. Wendover Housing Partners has its own management division, Wendover Management, which is adept at assisting PSN/ELI households with every stage of the housing process: from application, through move in, as well as providing ongoing resident assistance programs. Wendover will work closely with the Riviera Beach Housing Authority, the Palm Beach



County Housing Authority and the Palm Beach County Community Services Department to identify and contact potential residents individually beginning one year before Berkeley Landing is ready for leasing to provide them the best opportunity to move into new, high quality affordable housing in the neighborhood where many of them have previously spent large portions of their lives. Wendover will also work closely with the housing authorities to contact other community service providers, referral agencies, and case managers to identify and procure additional PSN/ELI residents.

Ongoing management of Berkeley Landing by Wendover Management will focus on the safety, security, and well-being of its tenants. The city of Riviera Beach has higher crime rates than surrounding areas, and Berkeley Landing will help immensely in reversing this trend. Berkeley Landing's management will work with the Riviera Beach Police and Fire Departments in an effort to create an ongoing partnership and consistent on-site community policing presence.

This approach to community development is part of the core philosophies of both Wendover and Pinnacle and are also reflected in responses to questions #s 8 and 10 of this response.

Proof of site control is provided after this narrative.

## **PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is entered into and effective as of September 4, 2018, by and between **EAST COAST PROPERTY INVESTMENT GROUP, LLC**, a Florida limited liability company (the "Seller") and **Berkeley Landing, Ltd.**, a Florida limited partnership, or its assigns ("Purchaser").

### **WITNESSETH:**

In consideration of the mutual covenants set forth herein and the earnest money deposit herein called for, the parties hereto mutually agree as follows:

#### **Section 1. Sale and Purchase.**

Seller hereby agrees to sell, convey, and assign to Purchaser and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and on and subject to the terms and conditions herein set forth, the following:

a. the parcel of land situated in Palm Beach County, Florida, described in Exhibit "A" attached hereto containing approximately 2.96 acres, more or less (the "Land"); and all right, title, and interest appurtenant or related to the Land, including, but not limited to, all rights to underlying roads adjacent thereto, access easements and rights-of-way relating thereto or benefiting the Land, riparian, littoral rights, and other water rights relating thereto or benefiting the Land, utility mains, service laterals, hydrants and valves servicing or available to service the Land, and all minerals, soil, fill, landscaping and other embellishments now or in the future on or appurtenant thereto;

b. to the extent they are assignable, are owned and/or held by Seller, are in Seller's possession or control, and relate to the design, construction, ownership, development, maintenance or operation of the Land, any and all: (i) contracts or agreements, such as maintenance, service, or utility contracts; (ii) licenses, permits, approvals, or similar documents; (iii) plans, drawings, specifications, surveys, engineering reports, environmental reports, water and soil tests, construction, architectural and landscape plans, and other technical descriptions, maps and graphics related thereto; and (iv) all sewer and water tap reservations, impact fee credits and all of the items listed in this sub-paragraph (b) and all rights of Seller thereunder are hereinafter collectively called the "Intangible Personal Property."

The Land and Intangible Personal Property are herein collectively called the "Property." All of the Property shall be conveyed, assigned and transferred to Purchaser at Closing (hereinafter defined) free and clear of all liens, claims, and encumbrances except for taxes for the year of closing and easements and restrictions of record, provide such easements and restrictions do not adversely affect Purchaser's ability to develop and construct an affordable housing project, a clubhouse and attendant facilities on the combined Property and the Adjacent Land. Said attendant facilities shall be more particularly set forth and developed in accordance with the requirements of the Federal Low Income Housing Tax Credits (LIHTC) program, and/or the Florida Housing Finance Corporation. (the "Project"). Simultaneously with the execution of this Agreement, Purchaser is executing a Purchase and Sale Agreement with an affiliated entity of Seller, EC Commercial Properties, LLC, a Florida limited liability company in which Purchaser intends to purchase .99 acres of land contiguous and adjacent to the Property ("the Adjacent Land"). The Project shall be constructed on both the Property and the Adjacent Land.

#### **Section 2. Purchase Price.**

The price ("Purchase Price") for which Seller agrees to sell and convey the Property to Purchaser, and which the Purchaser agrees to pay to Seller is One Million Eight Hundred Seventy Five Thousand and No/100 Dollars (\$1,875,000.00).



a. Purchaser shall pay to Seller the sum of Six Thousand Five Hundred and No/100 Dollars (\$6,500.00) (the "Deposit") each and every month that this Agreement is in effect, commencing on November 15, 2018 and continuing on the 15<sup>th</sup> day of each and every month thereafter until the earlier of (i) Purchaser terminating this Agreement or (ii) Closing. The Deposit shall be non-refundable to Purchaser (except in the event of Seller's default) but will apply against the Purchase Price at Closing.

b. All funds payable hereunder shall be tendered in lawful money of the United States of America. All sums payable on the date of Closing shall be paid by wire transfer of immediately available U.S. federal funds.

### **Section 3. Escrow Agent.**

Escrow Agent has agreed to act as escrow agent for the convenience of the parties without fee or compensation for its services. Escrow Agent shall hold any Additional Deposit, and any other documents required herein, and shall deliver same to the parties herein in accordance with the provisions of this Agreement. Escrow Agent, as escrow agent, is acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall be caused by the gross negligence or willful misconduct of Escrow Agent. Escrow Agent may rely upon the written notices, communications, orders or instructions given by Seller or Purchaser or believed by it to be genuine. Seller and Purchaser will indemnify and hold Escrow Agent harmless against any matters directly or indirectly related to any Additional Deposit and any other funds held by Escrow Agent under this Agreement, including, without limitation, attorneys' fees. In the event of any disagreement among any of the parties to this Agreement resulting in adverse claims and demands being made in connection with the Property, Escrow Agent shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of any Additional Deposit then held by it under this Agreement, and in doing so, Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the Property, or (b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at any time after a dispute between Seller and Purchaser has arisen, to pay any Additional Deposit held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate. Seller and Purchaser agree that the status of Purchaser's counsel as Escrow Agent under this Agreement does not disqualify such law firm from representing Purchaser in this transaction and in any disputes that may arise between Seller and Purchaser concerning this transaction, including any dispute or controversy with respect to any Additional Deposit.

### **Section 4. Inspection Period. - Intentionally Deleted**

### **Section 5. Financing and Tax Credit Contingency.**

Purchaser's obligation to acquire the Property is contingent on its ability to obtain an allocation award to Purchaser for low income housing tax credits, through the Florida Housing Finance Corporation ("FHFC") for the construction of the Project on the Property and the Adjacent Land. Purchaser shall file all necessary applications for obtaining the tax credits, through the FHFC within the timeframe for applications for the applicable Request For Applications ("RFA") issued by FHFC for the current tax credit cycle ("FHFC Allocation Award"). Within ten (10) business days of final and binding FHFC Allocation Award, but no later than December 15, 2019, Purchaser may elect to either (i) to cancel and terminate this Agreement by delivering notice to Seller, and this Agreement shall be terminated and the parties shall be relieved of any further obligations hereunder; or (ii) make an additional earnest money escrow Deposit in the amount of Seventy Five Thousand and No/100 Dollars (\$75,000.00) (The "Additional Deposit"), upon which said Additional Deposit shall become non-refundable (except in the event of Seller's failure to close) and shall be released to Seller by Escrow Agent, but will apply against



the Purchase Price at Closing. Seller and Purchaser hereby acknowledge and agree that Purchaser has simultaneously contracted to purchase a .99 acre property contiguous and adjacent to the Property described herein (the "Adjacent Land") which is owned by an affiliated entity of Seller, EC Commercial Properties, LLC. Purchaser intends to include both the Property and the Adjacent Land in its application for the Project.

**Section 6. Permits, Approvals and Site Plan Contingency.**

Upon the execution hereof, Purchaser, at the Purchaser's expense and option, shall engage the appropriate professionals, in order to prepare all of the plans, specifications and documents necessary for the Purchaser to obtain approval from Riviera Beach and/or Palm Beach County, Florida and all other appropriate regulatory agencies for preliminary site plan approval for the Project and Purchaser's obligation to acquire the Property is contingent upon obtaining such approvals. Purchaser shall apply and diligently and in good faith pursue the preliminary site plan approvals for the Project from all appropriate governmental and quasi-governmental agencies. The Purchaser shall be responsible for paying for all professional fees, and governmental approval fees and applications associated with the approvals which Purchaser has incurred. Purchaser agrees that Purchaser will not submit any executed documents that would bind either the Property or the Seller to the Purchaser's preliminary site plan without the express written consent of Seller, which will not be unreasonably withheld. Seller and Purchaser hereby agree to fully cooperate with each other in connection with obtaining the preliminary site plan approval for the construction of the Project. Seller and Purchaser shall use their best efforts to obtain these approvals.

**Section 7. Closing.**

a. The closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur at a time and place designated by Purchaser on or before June 30, 2019 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. Purchaser may elect to extend the Closing Date through December 31, 2019 provided Purchaser continues to pay Seller the monthly Deposit equal to \$6,500.00 as set forth in Section 2(a) herein. All Deposits shall be non-refundable to Purchaser (except in the event of Seller's failure to close) but will apply against the Purchase Price at Closing. Seller and Purchaser acknowledge that it is Purchaser's intent to simultaneously close on the Adjacent Land.

b. At the Closing, the following shall occur:

(i) Purchaser, at its sole cost and expense, shall deliver or cause to be delivered at Closing the following:

1. The balance of the Purchase Price as set forth in Section 2 hereof, subject to prorations, adjustments and credits as described in this Agreement; and

2. Execute and deliver or obtain for delivery any instruments reasonably necessary to close this transaction, including, by way of example but not limitation, authorization resolutions, closing statements, certificates or affidavits and delivery of instruments reasonably required by the title agent.

(ii) Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

1. Special Warranty Deed fully executed and acknowledged by Seller, conveying, to Purchaser the Property, subject only to (a) real estate taxes for the year of closing, which are not yet due and payable, and subsequent years; (b) zoning and use restrictions in effect or which may hereafter come into existence due to governmental action; and (c) easements and restrictions of record which have been approved by Purchaser;

2. Assignment of all City of Riviera Beach and/or Palm Beach County sewer and water taps, impact fee credits, licenses, permits, plan and approvals in accordance with the terms set forth in Section 27 herein;

3. Affidavit attesting to the absence, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property which remain unpaid for ninety (90) days immediately preceding the date of Closing;

4. A certificate meeting the requirements of Section 1445 of the Internal Revenue Code executed and sworn to by Seller;

5. Evidence reasonably satisfactory to Purchaser and the title agent that the person or persons executing the closing documents on behalf of Seller have full right, power and authority to do so;

6. Execute and deliver or obtain for delivery any other instruments reasonably necessary to close this transaction, including, by way of example but not limitation, closing statements, releases, affidavits and delivery of instruments reasonably required by the title agent;

7. Deliver all Intangible Personal Property, if any, in Seller's possession.

c. The following items shall be prorated or adjusted at the closing:

(i) Real estate taxes and assessments shall be prorated as of the Closing Date. Real estate taxes and assessments shall be prorated based on actual taxes and assessments for the year of Closing, or, if same are not available, on taxes and assessments for the preceding year, subject to reparation between the parties upon receipt of final tax bill for the year of the closing.

d. Upon completion of the Closing, (i) Seller shall deliver to Purchaser possession of the Property; and (ii) Escrow Agent shall promptly record the deed of conveyance, and any other applicable closing documents upon confirmation of clearance of all funds.

e. Purchaser, at closing, shall pay (i) the premium for the owner's policy of title insurance based on the minimum promulgated rate; (ii) the recording fee for the deed and (iii) Purchaser's attorneys' fees.

f. Seller, at closing shall pay (i) current real estate taxes; and (ii) documentary stamp tax on the deed of conveyance; (iii) all real estate commissions; and (iv) Seller's attorneys' fees.

g. Certified, confirmed and ratified special assessment liens as of the date hereof shall be paid by Seller and pending liens as of the date hereof shall be assumed by Purchaser.

#### **Section 8. Evidence of Title and Title Insurance.**

a. On or before thirty (30) days after the Effective Date, Purchaser shall obtain, at Purchaser's expense not to exceed the minimum promulgated rate set forth by the Insurance Commissioner of the State of Florida a title insurance commitment for an ALTA Form B marketability policy issued by First American Title Insurance Company (the "Title Company") in the full amount of the Purchase Price (the "Commitment"), together with legible copies of any encumbrances listed thereon. The Commitment shall have an effective date that is after the Effective Date of the Agreement and that is within 10 days of the date of its issuance. Purchaser shall deliver a copy of the Commitment to Seller within ten (10) days of Purchaser's receipt. At the Closing, Title Company shall deliver an endorsement to, or "mark-up" of, the Commitment deleting all Schedule B-I requirements, all standard exceptions except taxes for the current year not then due and payable, and the "gap" exceptions.



b. If the Commitment contains any exceptions which render title unmarketable or adversely affect the value of the Property or Purchaser's intended use of the Property as determined by Purchaser in its sole discretion, Purchaser shall deliver written notice to Seller specifying the additional exceptions that render title unmarketable or objectionable to Purchaser. Such notice shall be given not later than fifteen (15) days after receipt of the Commitment by Purchaser. Upon receipt of the notice, Seller shall have thirty (30) days in which to remove the additional exceptions with reasonable effort and reasonable expenditures.

c. If Seller fails to remove any such objections within thirty (30) days after notice to Seller, Purchaser may elect by giving written notice to Seller, which notice must be received by Seller before the date that is five (5) business days after the end of such thirty (30) day period, either to (i) reject title as it then exists and terminate this Agreement and thereupon be entitled to a return of the Deposit, or (ii) waive such objections and proceed with the Closing and accept the Property subject to such exceptions without reduction of the Purchase Price. Upon return of the Deposit to Purchaser pursuant to subparagraph (i) above, this Agreement shall cease and terminate and the parties shall have no further rights, duties, or obligations under this Agreement, except for those rights, duties and obligations that specifically survive termination of this Agreement. If Purchaser fails to send any notice by the required date, Purchaser shall be deemed to have waived the objections to such exceptions and shall proceed to the Closing as provided by this Agreement.

d. If any subsequent endorsement to the Commitment reveals any additional exceptions not permitted by this Agreement, Seller shall have fifteen (15) days in which to remove such additional exceptions, subject to the limitations set forth above. If Seller is unable to remove such additional exceptions, Purchaser shall have the same rights and remedies as provided above, except that the Closing shall not be extended more than thirty (30) days to permit Seller to cure any such additional exceptions.

e. Seller and Purchaser each agree to provide reasonable affidavits and documentation to enable the Title Company to delete all Schedule B-I requirements, the "gap" exception, and the construction lien and parties in possession exceptions from the Commitment at Closing. Seller and Purchaser each shall be responsible for satisfying those Schedule B-I requirements applicable to each of them.

#### **Section 9. Survey.**

Purchaser shall obtain, at Purchaser's expense, a survey of the Property. If the survey shows any encroachment on the Property, the same shall be treated as a title defect and the notice and cure provisions hereof shall control. The legal description set forth on the survey shall be the legal description utilized in the special warranty deed for the Property. Purchaser, at Purchaser's expense, shall also cause the surveyor to prepare an overall legal description which combines the legal description of the Property and the Adjacent Land into one overall legal description which shall be attached to this Agreement as Exhibit "C."

#### **Section 10. Representations of Purchaser and Seller.**

Seller and Purchaser respectively hereby make the following representations. Such representations shall also be deemed made as of the Closing Date and the remedies for breach thereof shall survive Closing:

##### **a. Purchaser' Representations.**

To induce Seller to enter into this Agreement and to sell the Property, Purchaser represents and warrants to Seller:



(i) Except for this Agreement, Purchaser has entered into no other purchase or commission agreement with respect to the Property.

(ii) Purchaser shall pay prior to Closing or arrange for payment after Closing of all claims, liabilities or expenses associated with its inspection, permitting and development of the Property, except as otherwise provided herein.

(iii) Purchaser has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition or suffered the filing of an involuntary petition by Purchaser's creditors, (c) suffered the appointment of a receiver to take all, or substantially all, of Purchaser's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, or (e) admitted in writing its inability to pay its debts as they fall due, and no such action is threatened or contemplated. If any of such actions have been taken or brought against Purchaser, then prior to the date hereof the same have been fully disclosed and Purchaser discharged therefrom so that there are no prohibitions or conditions upon Purchaser's acquisition of the Property.

(iv) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement will result (either immediately or after the passage of time and/or the giving of notice) in breach or default by Purchaser under any agreement or understanding to which Purchaser is a party or by which Purchaser may be bound or which would have an effect upon Purchaser's ability to fully perform its obligations under this Agreement.

(v) That Purchaser has the right, power and authority to execute, deliver and perform this Agreement without obtaining any consents or approvals from or the taking of any action with respect to, any third parties. This Agreement, when executed and delivered by Purchaser and Seller, will constitute the valid and binding Agreement of Purchaser.

b. Seller's Representations.

To induce Purchaser to enter into this Agreement and to purchase the Property, Seller represents and warrants to Purchaser that:

(i) That Seller owns the entire fee simple title to the Property, legal and equitable, subject only to the Permitted Exceptions (which are title exceptions disclosed by the Title Commitment or survey and which do not adversely affect Purchaser's ability to construct the Project in the Purchaser's reasonable discretion);

(ii) That Seller has no knowledge regarding, and has received no written notice of, violations of any law, ordinance, order or regulation affecting the Property issued by any governmental or quasi-governmental authority having jurisdiction over the Property that has not been corrected; and that before the Closing, Seller shall promptly disclose to Purchaser any knowledge regarding, and furnish to Purchaser copies of any and all written notices of, violations that Seller receives between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Property;

(iii) That there are no other purchase and sale agreements, options or rights of first refusal or leases in effect as of the Effective Date relating to the Property nor will any such interest be in effect as of the time of Closing;

(iv) That there are no judgments, encumbrances or liens against the Property or Seller that will remain unsatisfied at the time of Closing;

(v) That there is permanent vehicular and pedestrian physical and legal egress from and ingress to the Property;

(vi) During the term of this Agreement, Seller shall not, without in each instance first obtaining Purchaser's written consent, which may be withheld in Purchaser's sole discretion, consent to or permit (i) any modification, termination or alteration to existing easements, dedications, covenants, conditions, restrictions, or rights of way adversely affecting Purchaser's intended use for the Property, (ii) any new easements, covenants, dedications, conditions, restrictions, or rights of way affecting Purchaser's intended use for the Property, (iii) any zoning changes or other changes of governmental approvals, (iv) any modifications to or future advances under any existing liens, mortgages, or other encumbrances on the Property, or (v) any new liens, mortgages, or other encumbrances on the Property;

(vii) That Seller is a limited liability company duly organized and in good standing under the laws of the State of Florida and has full power and authority to enter into this Agreement and to consummate the transaction contemplated by this Agreement;

(viii) That Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended;

(ix) That Seller is solvent, and no receivership, bankruptcy, or reorganization proceedings are pending or, to Seller's knowledge, contemplated against Seller in any court;

(x) Seller has the right, power, and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding Agreement of Seller;

(xi) That, at all times during the term of this Agreement and as of the Closing, all of Seller's representations, warranties, and covenants in this Agreement shall be true and correct;

(xii) That no representation or warranty by Seller contained in this Agreement and no statement delivered or information supplied to Purchaser pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements or information contained in them or in this Agreement not misleading; and

No inquiry, examination, or analysis made by Purchaser (or the results of same) shall reduce, limit or otherwise affect the representations and warranties made by Seller in this Agreement.

#### **Section 11. Remedies.**

In the event Purchaser shall fail to close for reasons not caused by Seller, the Deposit made by Purchaser shall be retained by Seller as agreed and liquidated damages for withholding the Property from the market and for expenses incurred and the parties shall thereupon be relieved of any further liability hereunder. In the event Seller shall fail to close for reasons not caused by Purchaser or due to Seller's inability to convey marketable title according to Section 8 hereof, Purchaser shall have the right to demand return of the Deposit paid hereunder, upon which return of Deposit the parties shall have no further liability hereunder, or, in the alternative, Purchaser shall have the right to seek specific performance.

#### **Section 12. Destruction, Damage or Taking Prior to Closing.**

If, prior to Closing, the Property is destroyed, damaged or becomes subject to condemnation or eminent domain proceedings, the Purchaser shall have the option, which must be exercised within ten (10) days after its receipt of written notice from Seller advising of such destruction, damage or taking (which Seller hereby agrees to give), to terminate this Agreement or to proceed with the Closing, without reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be returned to Purchaser and neither party shall have any further rights, duties or obligations hereunder, except as otherwise provided herein. If Purchaser elects to proceed with the Closing, Purchaser shall be entitled to the insurance proceeds or condemnation proceeds payable as a result of such damage,



destruction or taking up to the amount of the Purchase Price and, to the extent the same may be necessary or appropriate, Seller shall assign to Purchaser, at Closing, Seller's rights to such proceeds up to the amount of the Purchase Price, and Seller will not settle or adjust any insurance claims without Purchaser's prior consent. All insurance proceeds or condemnation proceeds in excess of the Purchase Price shall belong to and be retained by Seller.

**Section 13. Real Estate Commission.**

The parties each represent and warrant that there are no real estate agents or brokers or transactional brokers involved in this transaction. Each party agrees to indemnify and hold harmless the other from all claims or demands of any real estate agent or broker or transactional broker claiming by, through or under said party. This indemnification shall also include payment of court costs and attorneys fees, including those incurred in appellate proceedings.

**Section 14. Prohibition Against Recording.**

Neither this Agreement nor any part hereof, shall be recorded among the Public Records of any County in the State of Florida.

**Section 15. Confidentiality.**

At all times before the Closing Date of the Property, Seller and Purchaser each agrees to hold in strict confidence and not to disclose to any other party without the prior written consent of the other party, all information regarding the Property, as expressed in this Agreement, except as may be required by applicable law or as otherwise contemplated in this Agreement, or to each parties legal and financial advisors, lending institutions, and investors.

**Section 16. Notices.**

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; by prepaid telegram or telex; express mail or overnight delivery. Notice given in accordance herewith shall be effective upon receipt at the address of the party to be served. For purposes of notice, the addresses of the parties shall be as follows:

If to Seller, to: EAST COAST PROPERTY INVESTMENT GROUP,  
LLC  
7965 Lantana Road  
Lantana, Florida 33467  
Attn: Gary Smigel

And: P.O. Box 540669  
Lake Worth, Florida 33454  
Attn: Gary Smigel

With a copy to: WEISS HANDLER & CORNWELL, P.A.  
2255 Glades Road, Suite 218A  
Boca Raton, Florida 33431  
Attn: Harry Winderman, Esquire

If to Purchaser, to: BERKELEY LANDING, LTD.



1105 Kensington Park Drive  
Suite 200  
Altamonte Springs, Florida 32714  
Attn: Jonathan L. Wolf

with a copy to:

Zimmerman, Kiser & Sutcliffe, P.A.  
315 East Robinson Street, Suite 600  
P.O. Box 3000  
Orlando, Florida 32802

If to Escrow Agent, to:

Zimmerman, Kiser & Sutcliffe, P.A.  
315 East Robinson Street, Suite 600  
P.O. Box 3000  
Orlando, Florida 32802

**Section 17. Assigns.**

This Agreement shall bind and insure to the benefit of Purchaser and Seller and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser may assign Purchaser's rights under this Agreement provided that any potential Assignee expressly assumes all of the terms, conditions and obligations of this Agreement in writing.

**Section 18. Entire Agreement.**

This Agreement and all exhibits, when accepted by Seller, shall constitute the entire agreement between Seller and Purchaser concerning the sale of the Property and supersedes all prior agreements, representations or understandings, whether oral or written, between the parties and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound. This Agreement, when accepted by Seller, shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

**Section 19. Counterparts.**

This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement. A facsimile signature shall be deemed to be an original. Offer and acceptance of this Agreement by facsimile is binding.

**Section 20. Time of Essence.**

Time is important to both Seller and Purchaser in the performance of this Agreement, and they have agreed that strict compliance is required as to any date or time period set out or described herein. All references to days herein (unless otherwise specified) shall include Saturdays, Sundays and legal holidays. If the final date of any period which is set out in any section of this Agreement falls upon a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

**Section 21. Effective Date.**

Whenever the term or phrase "effective date" or "date hereof" or other similar phrases describing the date this Agreement becomes binding on Seller and Purchaser are used in this Agreement, such terms

or phrases shall mean and refer to the date on which a counterpart or counterparts of this Agreement executed by Seller and Purchaser, together with the Initial Deposit, are deposited with the Escrow Agent.

**Section 22. Time for Acceptance.**

Delivery of this document to Purchaser shall not be deemed nor taken to be an offer to sell by Seller. Only when executed by Purchaser or Seller and delivered to the other party hereto shall this Agreement constitute an offer to buy or sell the Property, as the case may be, on the terms herein set forth, acceptable by the party receiving such executed Agreement within seven (7) business days after such receipt, by executing this Agreement and delivering the original hereof to the Escrow Agent and an originally signed copy hereof to the other party hereto. Failure to accept in the manner and within the time specified shall constitute a rejection and termination of such offer. No acceptance shall be valid and binding upon Seller unless in writing and signed by an authorized officer of Seller.

**Section 23. Attorney's Fees.**

In the event either party deems it necessary to cause litigation to enforce, interpret or construe the terms of this Agreement, court costs and attorneys fees, including those incurred in appellate proceedings, shall be awarded to the prevailing party. In the event of enforcement of this Agreement, or any dispute as to interpretation or construction hereof the laws of the State of Florida shall apply, and this Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. In the event of litigation, the parties hereto agree that all suits shall be instituted and maintained in the Circuit Court in and for Palm Beach County, Florida, the jurisdiction of which Court the parties hereby consent to. Purchaser and Seller mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from or related to this Agreement. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for, Purchaser and Seller to enter into this Agreement.

**Section 24. Severability.**

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**Section 25. Headings.**

The headings of the sections, paragraphs and subdivisions of this Agreement are for convenience and reference only, and shall not limit or otherwise affect any of the terms hereof.

**Section 26. Tax Deferred Exchange.**

In the event that Seller wishes to enter into a Section 1031 tax deferred exchange for the Property, Purchaser agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same, provided that: (a) the closing shall not be delayed; (b) all additional costs in connection with the exchange should be borne by the Seller; and the Purchaser shall not be obligated to execute any note, contract, or other document providing for any personal liability which would survive the exchange.

**Section 27. City of Riviera Beach Sewer and Water Impact Fee Credits.**

Seller hereby represents to Purchaser that it owns up to one hundred twenty (120) prepaid impact fee credits for utility fee connections for sewer and water from the City of Riviera Beach which run with the Land. Purchaser hereby agrees to purchase all 120 City of Riviera Beach sewer and water impact fee

credits at Closing and will pay the then current prevailing rate established by the City of Riviera Beach for such sewer and water impact fee credits.

**Section 28. Simultaneous Closing.**

This Agreement is contingent upon the Closing of that certain Purchase and Sale Agreement of even date herewith by and between EC Commercial Properties, LLC and Purchaser for the sale and purchase of the Adjacent Land more particularly described on Exhibit "B" attached hereto.


[SIGNATURE PAGE TO FOLLOW]



EXECUTED as of the date and year written below

**SELLER:**

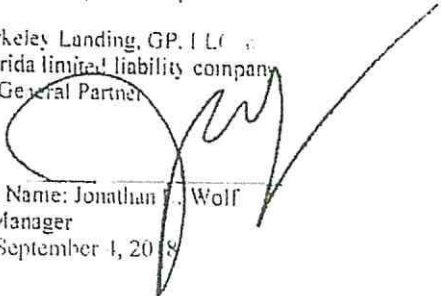
**EAST COAST PROPERTY INVESTMENT  
GROUP, LLC**, a Florida limited liability company

By:   
Printed Name: Gary Smigiel  
Title: Managing Member  
Date: September 4, 2018

**PURCHASER:**

**BERKELEY LANDING, LTD.,**  
a Florida limited partnership


By: Berkeley Landing, GP, LLC  
Florida limited liability company  
Its General Partner

By:   
Printed Name: Jonathan F. Wolf  
Title: Manager  
Date: September 4, 2018

**ESCROW AGENT**

We will acknowledge receipt of any Additional Deposit which may be made pursuant to the terms and conditions of this Agreement.

**ZIMMERMAN, KISER & SUTCLIFFE, P.A.**

By:   
Printed Name: N. Dwayne Gray, Jr.  
Date: September 4, 2018

**EXHIBIT "A"**

**"Property"**

Palm Beach County Parcel I.D. Number: 56-43-42-28-00-001-0120

Beginning a point 25 feet North of and 27 feet East of the point of intersection of the South line of the North 1/2 of Government Lot 2, Section 28, Township 42 South, Range 43 East, with a line running with U.S. Highway #1 (Broadway or S.R. #5) known as the Potter Line and being 27 feet West of the Easterly right-of-way of said U.S. #1; thence Easterly for 664.23 feet; thence Southerly for 50 feet; thence Easterly for 160.45 feet to the Westerly right-of-way line of Avenue A; thence along said Westerly right-of-way line for 227.52 feet; thence Westerly for 736.7 feet to the Easterly right-of-way line of U.S. #1; thence Southerly with the Easterly right-of-way line of U.S. #1 for 160.14 feet; to the point of beginning. Said lands being in Palm Beach County, Florida, consisting of 2.96 acres.



**EXHIBIT "B"**

**"Adjacent Land"**

Palm Beach County Parcel I.D. Number: 56-43-42-28-42-000-0010

LISA PARK, ACCORDING TO PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 28, PAGE 74.

ALSO DESCRIBED AS A PARCEL OF LAND IN GOVERNMENT LOT 2, OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

ON THE SOUTH BY A LINE PARALLEL TO AND 185 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2, ON THE NORTH BY A LINE PARALLEL TO AND 285 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES, THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2, ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD #5 (FORMERLY STATE ROAD #4 AND DESCRIBED AS U.S. HIGHWAY #1) AND ON THE EAST BY THE EASTERLY RIGHT-OF-WAY LINE OF AVENUE "A," AS SHOWN IN ROAD PLAT BOOK 1, PAGE 157, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS HOWEVER, THE EAST 250 FEET THEREOF, CONSISTING OF .99 ACRES.

**EXHIBIT "C"**

**"Project"**

Lisa Park, according to plat thereof on file in the office of the Clerk of the circuit in and for Palm Beach County, Florida, as recorded in Plat Book 28, Page 74.

Also described as a parcel of land in Government Lot 2, Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, bounded as follows:

On the south by a line parallel to and 185 feet northerly from, measured at right angles to the south line of the northerly half of said Government Lot 2, on the north by a line parallel to and 285 feet northerly from, measured by right angles, the south line of the northerly half of said government lot 2, on the west by the easterly right-of-way line of State Road # 5 (formerly State Road # 4 and described as U.S. Highway # 1) and on the east by the easterly right-of-way line of Avenue "A", as shown in road Plat Book 1, Page 157, Public Records of Palm Beach County, Florida, less however, the east 250 feet thereof.

Together with:

Beginning at a point 25 feet north of and 27 feet east of the point of intersection of the south line of the north ½ of Government Lot 2, Section 28, Township 42 South, Range 43 East, with a line running with U.S. Highway #1 (Broadway or S.R. #5) known as the Potter Line and being 27 feet west of the easterly right-of-way of said U.S. #1; thence easterly for 664.23 feet; thence southerly for 50 feet; thence easterly for 160.45 feet to the westerly right-of-way line of Avenue A; thence along said westerly right-of-way line for 227.52 feet; thence westerly for 736.7 to the easterly right-of-way line of U.S. #1; thence southerly with the easterly right-of-way line of U.S. #1 for 160.14 feet; to the point of beginning. Said lands being in Palm Beach County, Florida.

Containing 172,418 square feet to 3.95 acres more or less.

## **REINSTATEMENT OF AND FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS REINSTATEMENT OF AND FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "Amendment") is made and entered into by and between **EAST COAST PROPERTY INVESTMENT GROUP LLC**, a Florida limited liability company (the "Seller"), and **BERKELEY LANDING, LTD.**, a Florida limited partnership, or its assigns (the "Purchaser").

### **RECITALS:**

- A. Seller and Purchaser entered into that certain Purchase and Sale Agreement with an effective date of September 4, 2018 ("Agreement").
- B. Pursuant to the time periods within the Agreement, the Agreement has lapsed or expired.
- C. Seller and Purchaser desire to reinstate and further amend certain provisions of the Agreement, as set forth herein.
- D. The capitalized and defined terms utilized herein shall have the meanings and definitions ascribed to them in the Agreement unless expressly modified herein.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions above and hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Recitals.** The above recitals are true and correct and are expressly incorporated herein.
- 2. **Reinstatement.** Seller and Purchaser hereby reinstate the Agreement as of the date hereof, subject to the terms and conditions of this Amendment. Purchaser and Seller hereby affirm their respective obligations under the Agreement, and the Agreement shall be deemed to be in full force and effect as if it had never lapsed or expired.
- 3. **Closing.** Section 7 (a) is hereby deleted in its entirety and replaced with the following:  
  
The closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur at a time and place designated by Purchaser on or before July 31, 2020 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. In conjunction herewith, Purchaser shall, by February 15, 2020, transfer, an extension fee of \$26,000.00, directly to the Seller, which shall be non-refundable to Purchaser (except in the event of Seller's failure to close), but will apply against the Purchase Price at Closing. Seller and Purchaser acknowledge that it is Purchaser's intent to simultaneously close on the Adjacent Land.
- 4. **Financing and Tax Credit Contingency.** The third sentence of Sections 5 is deleted in its entirety and replaced with the following:

Within ten (10) business days of final and binding FHFC Allocation Award, Purchaser may elect to either (i) to cancel and terminate this Agreement by delivering notice to Seller, and this Agreement shall be terminated and the parties shall be relieved of any further obligations hereunder; or (ii) make an additional earnest money escrow Deposit in the amount of Seventy Five Thousand and No/100 Dollars (\$75,000.00) (The "Additional Deposit"), upon which said Additional Deposit shall become non-refundable (except in the event of Seller's failure to close) and shall be released to Seller by Escrow Agent, but will apply against the Purchase Price at Closing.



5. **Miscellaneous.** Except as expressly set forth herein, all other terms and provisions of the Agreement remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Amendment. This Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.

**[Signatures on the Following Page(s).]**

IN WITNESSES WHEREOF, this Amendment is dated effective as of February 25 2020.

SELLER:

EAST COAST PROPERTY INVESTMENT  
GROUP LLC, a Florida limited liability  
company

By: 

Printed Name: CARY SMIGEL

Title: MANAGING MEMBER

PURCHASER:

BERKELEY LANDING, LTD.,  
a Florida limited partnership

By: Berkeley Landing GP, LLC,  
A Florida limited liability company,  
Its General Partner

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

Printed Name: Jonathan L. Wolf

Title: Manager

IN WITNESSES WHEREOF, this Amendment is dated effective as of February 25, 2020.

**SELLER:**

**EAST COAST PROPERTY INVESTMENT  
GROUP LLC, a Florida limited liability  
company**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**BERKELEY LANDING, LTD.,  
a Florida limited partnership**

By: Berkeley Landing GP, LLC,  
A Florida limited liability company,  
Its General Partner

By: \_\_\_\_\_  
Printed Name: Jonathan L. Wolf  
Title: Manager



## SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into by and between EAST COAST PROPERTY INVESTMENT GROUP LLC, a Florida limited liability company (the "Seller"), and BERKELEY LANDING, LTD., a Florida limited partnership, or its assigns (the "Purchaser").

### RECITALS

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement with an effective date of September 4, 2018, as reinstated and amended by that certain Reinstatement of and First Amendment to Purchase and Sale Agreement dated February 25, 2020 (together, "Agreement").

B. Seller and Purchaser desire to amend certain provisions of the Agreement, as set forth herein.

C. The capitalized and defined terms utilized herein shall have the meanings and definitions ascribed to them in the Agreement unless expressly modified herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions above and hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and are expressly incorporated herein.

2. Closing. Section 7 (a) is hereby deleted in its entirety and replaced with the following:

The closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur at a time and place designated by Purchaser on or before December 31, 2020 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. In consideration for the earlier reinstatement, an extension fee of \$26,000.00 had been paid directly to the Seller, which sum remains non-refundable to Purchaser (except in the event of Seller's failure to close), but applies against the Purchase Price at Closing. Seller and Purchaser acknowledge that it is Purchaser's intent to simultaneously close on the Adjacent Land. Purchaser previously extended the Closing to July 15, 2020, by paying a monthly extension fee of \$6,500.00 per month, commencing on or about March 16, 2020. Purchaser may continue to extend the Closing each month, from August 15, 2020 onward, by paying a monthly extension fee of \$6,500.00 on July 16, 2020 and continuing such monthly payments until December 16, 2020. In the event Purchaser fails to timely pay the above monthly extension fees or fails to close on the Closing Date, Purchaser's extension fees shall be non-refundable; provided, however, Seller shall provide Purchaser with written notice of such non-payment with the opportunity for Purchaser to cure such non-payment within three (3) days of Purchaser's receipt of Seller's notice.

3. Miscellaneous.

(a) Purchaser shall pay the 2020 real estate taxes at Closing.

(b) Notwithstanding anything else to the contrary within the Agreement, all extension fees or payments made, or to be made, by the Purchaser, as it relates to the transaction contemplated of within the Agreement, shall be non-refundable, but applicable against the Purchase Price at Closing.

(c) Except as expressly set forth herein, all other terms and provisions of the Agreement remain in full force and effect.

(d) This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Amendment.

(e) This Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.

[Signatures on the Following Page(s).]

IN WITNESSES WHEREOF, this Amendment is dated effective as of July 24, 2020

**SELLER:**

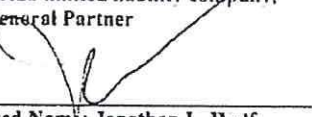
**EAST COAST PROPERTY INVESTMENT  
GROUP LLC, a Florida limited liability  
company**

By:   
Printed Name: GARY S MICHEL  
Title: CO- MANAGING MEMBER

**PURCHASER:**

**BERKELEY LANDING, LTD.,  
a Florida limited partnership**

By: Berkeley Landing GP, LLC,  
a Florida limited liability company,  
Its General Partner

By:   
Printed Name: Jonathan L. Wolf  
Title: Manager



### **THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "Amendment") is made and entered into by and between **EAST COAST PROPERTY INVESTMENT GROUP LLC**, a Florida limited liability company (the "Seller"), and **BERKELEY LANDING, LTD.**, a Florida limited partnership, or its assigns (the "Purchaser").

#### **RECITALS**

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement with an effective date of September 4, 2018, as reinstated and amended by that certain Reinstatement of and First Amendment to Purchase and Sale Agreement dated February 25, 2020, and as further amended by that certain Second Amendment to Purchase and Sale Agreement dated July 2020 (collectively, "Agreement").

B. Seller and Purchaser desire to amend certain provisions of the Agreement, as set forth herein.

C. The capitalized and defined terms utilized herein shall have the meanings and definitions ascribed to them in the Agreement unless expressly modified herein.

#### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions above and hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are expressly incorporated herein.
2. **Closing.** Section 7 (a) is hereby deleted in its entirety and replaced with the following:

The closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur at a time and place designated by Purchaser on or before June 30, 2021 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. In consideration for the earlier reinstatement, an extension fee of \$26,000.00 had been paid directly to the Seller, which sum remains non-refundable to Purchaser (except in the event of Seller's failure to close), but applies against the Purchase Price at Closing. Seller and Purchaser acknowledge that it is Purchaser's intent to simultaneously close on the Adjacent Land. Purchaser previously extended the Closing to December 31, 2020, by paying a monthly extension fee of \$6,500.00 per month, commencing on or about March 16, 2020. Purchaser may continue to extend the Closing each month by paying a monthly extension fee of \$6,500.00 on September 16, 2020 and continuing such monthly payments until June 16, 2021. All monthly extension fees made on or before October 31, 2020, shall be non-refundable, except in the event of Seller default, and shall apply against the Purchase Price; all monthly extension fees made on or after November 1, 2020, shall be non-refundable, except in the event of Seller default, and shall not apply against the Purchase Price.

3. **Miscellaneous.**

(a) Purchaser shall pay the 2020 real estate taxes when due, and the real estate taxes, when due, for each subsequent year.

(b) Notwithstanding anything else to the contrary within the Agreement, all extension fees or payments made, or to be made, by the Purchaser, as it relates to the transaction contemplated of within the Agreement, shall be non-refundable, but applicable against the Purchase Price at Closing.

(c) Except as expressly set forth herein, all other terms and provisions of the Agreement remain in full force and effect.

(d) This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Amendment.

(e) This Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.

**[Signatures on the Following Page(s).]**

IN WITNESSES WHEREOF, this Amendment is dated effective as of September 3, 2020.

**SELLER:**

**EAST COAST PROPERTY INVESTMENT  
GROUP LLC, a Florida limited liability  
company**

By: [Signature]  
Printed Name: CAY SMITH  
Title: CO-OWNING MEMBER

**PURCHASER:**

**BERKELEY LANDING, LTD.,  
a Florida limited partnership**

By: Berkeley Landing GP, L.L.C.,  
a Florida limited liability company,  
Its General Partner

By: \_\_\_\_\_  
Printed Name: Jonathan L. Wolf  
Title: Manager



IN WITNESSES WHEREOF, this Amendment is dated effective as of September 3, 2020.

**SELLER:**

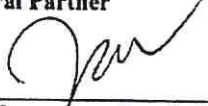
**EAST COAST PROPERTY INVESTMENT  
GROUP LLC, a Florida limited liability  
company**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**BERKELEY LANDING, LTD.,  
a Florida limited partnership**

By: Berkeley Landing GP, LLC,  
a Florida limited liability company,  
Its General Partner

By:  \_\_\_\_\_  
Printed Name: Jonathan L. Wolf  
Title: Manager

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into and effective as of September 4, 2018, by and between EC COMMERCIAL PROPERTIES, LLC, a Florida limited liability company (the "Seller") and Berkeley Landing, Ltd., a Florida limited partnership, or its assigns ("Purchaser").

### WITNESSETH:

In consideration of the mutual covenants set forth herein and the earnest money deposit herein called for, the parties hereto mutually agree as follows:

#### **Section 1. Sale and Purchase.**

Seller hereby agrees to sell, convey, and assign to Purchaser and Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (hereinafter defined) and on and subject to the terms and conditions herein set forth, the following:

a. the parcel of land situated in Palm Beach County, Florida, described in Exhibit "A" attached hereto containing approximately .99 acres, more or less (the "Land"); and all right, title, and interest appurtenant or related to the Land, including, but not limited to, all rights to underlying roads adjacent thereto, access easements and rights-of-way relating thereto or benefiting the Land, riparian, littoral rights, and other water rights relating thereto or benefiting the Land, utility mains, service laterals, hydrants and valves servicing or available to service the Land, and all minerals, soil, fill, landscaping and other embellishments now or in the future on or appurtenant thereto;

b. to the extent they are assignable, are owned and/or held by Seller, are in Seller's possession or control, and relate to the design, construction, ownership, development, maintenance or operation of the Land, any and all: (i) contracts or agreements, such as maintenance, service, or utility contracts; (ii) licenses, permits, approvals, or similar documents; (iii) plans, drawings, specifications, surveys, engineering reports, environmental reports, water and soil tests, construction, architectural and landscape plans, and other technical descriptions, maps and graphics related thereto; and (iv) all sewer and water tap reservations and all of the items listed in this sub-paragraph (b) and all rights of Seller thereunder are hereinafter collectively called the "Intangible Personal Property."

The Land and Intangible Personal Property are herein collectively called the "Adjacent Land." All of the Property shall be conveyed, assigned and transferred to Purchaser at Closing (hereinafter defined) free and clear of all liens, claims, and encumbrances except for taxes for the year of closing and easements and restrictions of record, provide such easements and restrictions do not adversely affect Purchaser's ability to develop and construct an affordable housing project, a clubhouse and attendant facilities on the combined Adjacent Land and the Property. Said attendant facilities shall be more particularly set forth and developed in accordance with the requirements of the Federal Low Income Housing Tax Credits (LIHTC) program, and/or the Florida Housing Finance Corporation. (the "Project"). Simultaneously with the execution of this Agreement, Purchaser is executing a Purchase and Sale Agreement with an affiliated entity with Seller, East Coast Property Investment Group, LLC, a Florida limited liability company in which Purchaser intends to purchase 2.96 acres of land contiguous and adjacent to the Adjacent Land (the "Property"). The Project shall be constructed on both the Adjacent Land and the Property.

#### **Section 2. Purchase Price.**

The price ("Purchase Price") for which Seller agrees to sell and convey the Adjacent Land to Purchaser, and which the Purchaser agrees to pay to Seller is Six Hundred Twenty Five Thousand and No/100 Dollars (\$625,000.00).



a. Purchaser shall pay to Seller the sum of One Thousand and No/100 Dollars (\$1,000.00) (the "Deposit") each and every month that this Agreement is in effect, commencing on November 15, 2018 and continuing on the 15<sup>th</sup> day of each and every month thereafter until the earlier of (i) Purchaser terminating this Agreement or (ii) Closing. The Deposit shall be non-refundable to Purchaser (except in the event of Seller's default) but will apply against the Purchase Price at Closing.

b. All funds payable hereunder shall be tendered in lawful money of the United States of America. All sums payable on the date of Closing shall be paid by wire transfer of immediately available U.S. federal funds.

### **Section 3. Escrow Agent.**

Escrow Agent has agreed to act as escrow agent for the convenience of the parties without fee or compensation for its services. Escrow Agent shall hold any Additional Deposit, and any other documents required herein, and shall deliver same to the parties herein in accordance with the provisions of this Agreement. Escrow Agent, as escrow agent, is acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless same shall be caused by the gross negligence or willful misconduct of Escrow Agent. Escrow Agent may rely upon the written notices, communications, orders or instructions given by Seller or Purchaser or believed by it to be genuine. Seller and Purchaser will indemnify and hold Escrow Agent harmless against any matters directly or indirectly related to any Additional Deposit and any other funds held by Escrow Agent under this Agreement, including, without limitation, attorneys' fees. In the event of any disagreement among any of the parties to this Agreement resulting in adverse claims and demands being made in connection with the Property, Escrow Agent shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of any Additional Deposit then held by it under this Agreement, and in doing so, Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the Property, or (b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at any time after a dispute between Seller and Purchaser has arisen, to pay any Additional Deposit held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate. Seller and Purchaser agree that the status of Purchaser's counsel as Escrow Agent under this Agreement does not disqualify such law firm from representing Purchaser in this transaction and in any disputes that may arise between Seller and Purchaser concerning this transaction, including any dispute or controversy with respect to any Additional Deposit.

### **Section 4. Inspection Period. – Intentionally Deleted**

### **Section 5. Financing and Tax Credit Contingency.**

Purchaser's obligation to acquire the Adjacent Land is contingent on its ability to obtain an allocation award to Purchaser for low income housing tax credits, through the Florida Housing Finance Corporation ("FHFC") for the construction of the Project on the Adjacent Land and the Property. Purchaser shall file all necessary applications for obtaining the tax credits, through the FHFC within the timeframe for applications for the applicable Request For Applications ("RFA") issued by FHFC for the current tax credit cycle ("FHFC Allocation Award"). Within ten (10) business days of final and binding FHFC Allocation Award, but no later than December 15, 2019, Purchaser may elect to either (i) to cancel and terminate this Agreement by delivering notice to Seller, and this Agreement shall be terminated and the parties shall be relieved of any further obligations hereunder; or (ii) make an additional earnest money



escrow Deposit in the amount of Twenty Five Thousand and No/100 Dollars (\$25,000.00) (The "Additional Deposit"), upon which said Additional Deposit shall become non-refundable (except in the event of Seller's failure to close) and shall be released to Seller by Escrow Agent, but will apply against the Purchase Price at Closing. Seller and Purchaser hereby acknowledge and agree that Purchaser has simultaneously contracted to purchase a 2.96 acre property contiguous and adjacent to the Adjacent Land described herein (the "Property") which is owned by an affiliated entity of Seller, East Coast Property Investment Group, LLC. Purchaser intends to include both the Adjacent Land and the Property in its application for the Project.

**Section 6. Permits, Approvals and Site Plan Contingency.**

Upon the execution hereof, Purchaser, at the Purchaser's expense and option, shall engage the appropriate professionals, in order to prepare all of the plans, specifications and documents necessary for the Purchaser to obtain approval from Riviera Beach and/or Palm Beach County, Florida and all other appropriate regulatory agencies for preliminary site plan approval for the Project and Purchaser's obligation to acquire the Adjacent Land is contingent upon obtaining such approvals. Purchaser shall apply and diligently and in good faith pursue the preliminary site plan approvals for the Project from all appropriate governmental and quasi-governmental agencies. The Purchaser shall be responsible for paying for all professional fees, and governmental approval fees and applications associated with the approvals which Purchaser has incurred. Purchaser agrees that Purchaser will not submit any executed documents that would bind either the Adjacent Land or the Seller to the Purchaser's preliminary site plan without the express written consent of Seller, which will not be unreasonably withheld. Seller and Purchaser hereby agree to fully cooperate with each other in connection with obtaining the preliminary site plan approval for the construction of the Project. Seller and Purchaser shall use their best efforts to obtain these approvals.

**Section 7. Closing.**

a. The closing ("Closing") of the sale of the Adjacent Land by Seller to Purchaser shall occur at a time and place designated by Purchaser on or before June 30, 2019 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. Purchaser may elect to extend the Closing Date through December 31, 2019 provided Purchaser continues to pay Seller the monthly Deposit equal to \$1,000.00 as set forth in Section 2(a) herein. All Deposits shall be non-refundable to Purchaser (except in the event of Seller's failure to close) but will apply against the Purchase Price at Closing. Seller and Purchaser acknowledge that it is Purchaser's intent to simultaneously close on the Property.

b. At the Closing, the following shall occur:

(i) Purchaser, at its sole cost and expense, shall deliver or cause to be delivered at Closing the following:

1. The balance of the Purchase Price as set forth in Section 2 hereof, subject to prorations, adjustments and credits as described in this Agreement; and

2. Execute and deliver or obtain for delivery any instruments reasonably necessary to close this transaction, including, by way of example but not limitation, authorization resolutions, closing statements, certificates or affidavits and delivery of instruments reasonably required by the title agent.

(ii) Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser the following:

1. Special Warranty Deed fully executed and acknowledged by Seller, conveying, to Purchaser the Property, subject only to (a) real estate taxes for the year of closing, which are not yet due and payable, and subsequent years; (b) zoning and use restrictions in effect or which may hereafter come into existence due to governmental action; and (c) easements and restrictions of record which have been approved by Purchaser;

2. Assignment of all City of Riviera Beach and/or Palm Beach County impact fee credits, licenses, permits, plans and approvals;

3. Affidavit attesting to the absence, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Adjacent Land which remain unpaid for ninety (90) days immediately preceding the date of Closing;

4. A certificate meeting the requirements of Section 1445 of the Internal Revenue Code executed and sworn to by Seller;

5. Evidence reasonably satisfactory to Purchaser and the title agent that the person or persons executing the closing documents on behalf of Seller have full right, power and authority to do so;

6. Execute and deliver or obtain for delivery any other instruments reasonably necessary to close this transaction, including, by way of example but not limitation, closing statements, releases, affidavits and delivery of instruments reasonably required by the title agent;

7. Deliver all Intangible Personal Property, if any, in Seller's possession.

c. The following items shall be prorated or adjusted at the closing:

(i) Real estate taxes and assessments shall be prorated as of the Closing Date. Real estate taxes and assessments shall be prorated based on actual taxes and assessments for the year of Closing, or, if same are not available, on taxes and assessments for the preceding year, subject to re-proration between the parties upon receipt of final tax bill for the year of the closing.

d. Upon completion of the Closing, (i) Seller shall deliver to Purchaser possession of the Adjacent Land; and (ii) Escrow Agent shall promptly record the deed of conveyance, and any other applicable closing documents upon confirmation of clearance of all funds.

e. Purchaser, at closing, shall pay (i) the premium for the owner's policy of title insurance based on the minimum promulgated rate; (ii) the recording fee for the deed and (iii) Purchaser's attorneys' fees.

f. Seller, at closing shall pay (i) current real estate taxes; and (ii) documentary stamp tax on the deed of conveyance; (iii) all real estate commissions; and (iv) Seller's attorneys' fees.

g. Certified, confirmed and ratified special assessment liens as of the date hereof shall be paid by Seller and pending liens as of the date hereof shall be assumed by Purchaser.

**Section 8. Evidence of Title and Title Insurance.**

a. On or before thirty (30) days after the Effective Date, Purchaser shall obtain, at Purchaser's expense not to exceed the minimum promulgated rate set forth by the Insurance Commissioner of the State of Florida a title insurance commitment for an ALTA Form B marketability



policy issued by First American Title Insurance Company (the "Title Company") in the full amount of the Purchase Price (the "Commitment"), together with legible copies of any encumbrances listed thereon. The Commitment shall have an effective date that is after the Effective Date of the Agreement and that is within 10 days of the date of its issuance. Purchaser shall deliver a copy of the Commitment to Seller within ten (10) days of Purchaser's receipt. At the Closing, Title Company shall deliver an endorsement to, or "mark-up" of, the Commitment deleting all Schedule B-I requirements, all standard exceptions except taxes for the current year not then due and payable, and the "gap" exceptions.

b. If the Commitment contains any exceptions which render title unmarketable or adversely affect the value of the Adjacent Land or Purchaser's intended use of the Adjacent Land as determined by Purchaser in its sole discretion, Purchaser shall deliver written notice to Seller specifying the additional exceptions that render title unmarketable or objectionable to Purchaser. Such notice shall be given not later than fifteen (15) days after receipt of the Commitment by Purchaser. Upon receipt of the notice, Seller shall have thirty (30) days in which to remove the additional exceptions with reasonable effort and reasonable expenditures.

c. If Seller fails to remove any such objections within thirty (30) days after notice to Seller, Purchaser may elect by giving written notice to Seller, which notice must be received by Seller before the date that is five (5) business days after the end of such thirty (30) day period, either to (i) reject title as it then exists and terminate this Agreement and thereupon be entitled to a return of the Deposit, or (ii) waive such objections and proceed with the Closing and accept the Adjacent Land subject to such exceptions without reduction of the Purchase Price. Upon return of the Deposit to Purchaser pursuant to subparagraph (i) above, this Agreement shall cease and terminate and the parties shall have no further rights, duties, or obligations under this Agreement, except for those rights, duties and obligations that specifically survive termination of this Agreement. If Purchaser fails to send any notice by the required date, Purchaser shall be deemed to have waived the objections to such exceptions and shall proceed to the Closing as provided by this Agreement.

d. If any subsequent endorsement to the Commitment reveals any additional exceptions not permitted by this Agreement, Seller shall have fifteen (15) days in which to remove such additional exceptions, subject to the limitations set forth above. If Seller is unable to remove such additional exceptions, Purchaser shall have the same rights and remedies as provided above, except that the Closing shall not be extended more than thirty (30) days to permit Seller to cure any such additional exceptions.

e. Seller and Purchaser each agree to provide reasonable affidavits and documentation to enable the Title Company to delete all Schedule B-I requirements, the "gap" exception, and the construction lien and parties in possession exceptions from the Commitment at Closing. Seller and Purchaser each shall be responsible for satisfying those Schedule B-I requirements applicable to each of them.

#### **Section 9.     Survey.**

Purchaser shall obtain, at Purchaser's expense, a survey of the Adjacent Land. If the survey shows any encroachment on the Adjacent Land, the same shall be treated as a title defect and the notice and cure provisions hereof shall control. The legal description set forth on the survey shall be the legal description utilized in the special warranty deed for the Adjacent Land. Purchaser, at Purchaser's expense, shall also cause the surveyor to prepare an overall legal description which combines the legal description of the Adjacent Land and the Property into one overall legal description, which shall be attached to this Agreement as Exhibit "C."

#### **Section 10.   Representations of Purchaser and Seller.**



Seller and Purchaser respectively hereby make the following representations. Such representations shall also be deemed made as of the Closing Date and the remedies for breach thereof shall survive Closing:

a. Purchaser' Representations.

To induce Seller to enter into this Agreement and to sell the Adjacent Land, Purchaser represents and warrants to Seller:

(i) Except for this Agreement, Purchaser has entered into no other purchase or commission agreement with respect to the Adjacent Land.

(ii) Purchaser shall pay prior to Closing or arrange for payment after Closing of all claims, liabilities or expenses associated with its inspection, permitting and development of the Adjacent Land, except as otherwise provided herein.

(iii) Purchaser has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition or suffered the filing of an involuntary petition by Purchaser's creditors, (c) suffered the appointment of a receiver to take all, or substantially all, of Purchaser's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, or (e) admitted in writing its inability to pay its debts as they fall due, and no such action is threatened or contemplated. If any of such actions have been taken or brought against Purchaser, then prior to the date hereof the same have been fully disclosed and Purchaser discharged therefrom so that there are no prohibitions or conditions upon Purchaser's acquisition of the Adjacent Land.

(iv) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated by this Agreement will result (either immediately or after the passage of time and/or the giving of notice) in breach or default by Purchaser under any agreement or understanding to which Purchaser is a party or by which Purchaser may be bound or which would have an effect upon Purchaser's ability to fully perform its obligations under this Agreement.

(v) That Purchaser has the right, power and authority to execute, deliver and perform this Agreement without obtaining any consents or approvals from or the taking of any action with respect to, any third parties. This Agreement, when executed and delivered by Purchaser and Seller, will constitute the valid and binding Agreement of Purchaser.

b. Seller's Representations.

To induce Purchaser to enter into this Agreement and to purchase the Adjacent Land, Seller represents and warrants to Purchaser that:

(i) That Seller owns the entire fee simple title to the Adjacent Land, legal and equitable, subject only to the Permitted Exceptions (which are title exceptions disclosed by the Title Commitment or survey and which do not adversely affect Purchaser's ability to construct the Project in the Purchaser's reasonable discretion);

(ii) That Seller has no knowledge regarding, and has received no written notice of, violations of any law, ordinance, order or regulation affecting the Adjacent Land issued by any governmental or quasi-governmental authority having jurisdiction over the Adjacent Land that has not been corrected; and that before the Closing, Seller shall promptly disclose to Purchaser any knowledge regarding, and furnish to Purchaser copies of any and all written notices of, violations that Seller receives

between the Effective Date and the Closing Date from any governmental or quasi-governmental authorities having jurisdiction over the Adjacent Land;

(iii) That there are no other purchase and sale agreements, options or rights of first refusal or leases in effect as of the Effective Date relating to the Adjacent Land nor will any such interest be in effect as of the time of Closing;

(iv) That there are no judgments, encumbrances or liens against the Adjacent Land or Seller that will remain unsatisfied at the time of Closing;

(v) That there is permanent vehicular and pedestrian physical and legal egress from and ingress to the Adjacent Land;

(vi) During the term of this Agreement, Seller shall not, without in each instance first obtaining Purchaser's written consent, which may be withheld in Purchaser's sole discretion, consent to or permit (i) any modification, termination or alteration to existing easements, dedications, covenants, conditions, restrictions, or rights of way adversely affecting Purchaser's intended use for the Adjacent Land, (ii) any new easements, covenants, dedications, conditions, restrictions, or rights of way affecting Purchaser's intended use for the Adjacent Land, (iii) any zoning changes or other changes of governmental approvals, (iv) any modifications to or future advances under any existing liens, mortgages, or other encumbrances on the Adjacent Land, or (v) any new liens, mortgages, or other encumbrances on the Adjacent Land;

(vii) That Seller is a limited liability company duly organized and in good standing under the laws of the State of Florida and has full power and authority to enter into this Agreement and to consummate the transaction contemplated by this Agreement;

(viii) That Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act (FIRPTA), as amended;

(ix) That Seller is solvent, and no receivership, bankruptcy, or reorganization proceedings are pending or, to Seller's knowledge, contemplated against Seller in any court;

(x) Seller has the right, power, and authority to execute, deliver, and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding Agreement of Seller;

(xi) That, at all times during the term of this Agreement and as of the Closing, all of Seller's representations, warranties, and covenants in this Agreement shall be true and correct;

(xii) That no representation or warranty by Seller contained in this Agreement and no statement delivered or information supplied to Purchaser pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements or information contained in them or in this Agreement not misleading; and

No inquiry, examination, or analysis made by Purchaser (or the results of same) shall reduce, limit or otherwise affect the representations and warranties made by Seller in this Agreement.

#### **Section 11. Remedies.**

In the event Purchaser shall fail to close for reasons not caused by Seller, the Deposit made by Purchaser shall be retained by Seller as agreed and liquidated damages for withholding the Adjacent Land



from the market and for expenses incurred and the parties shall thereupon be relieved of any further liability hereunder. In the event Seller shall fail to close for reasons not caused by Purchaser or due to Seller's inability to convey marketable title according to Section 8 hereof, Purchaser shall have the right to demand return of the Deposit paid hereunder, upon which return of Deposit the parties shall have no further liability hereunder, or, in the alternative, Purchaser shall have the right to seek specific performance.

**Section 12. Destruction, Damage or Taking Prior to Closing.**

If, prior to Closing, the Adjacent Land is destroyed, damaged or becomes subject to condemnation or eminent domain proceedings, the Purchaser shall have the option, which must be exercised within ten (10) days after its receipt of written notice from Seller advising of such destruction, damage or taking (which Seller hereby agrees to give), to terminate this Agreement or to proceed with the Closing, without reduction in the Purchase Price. If Purchaser elects to terminate this Agreement, the Deposit shall be returned to Purchaser and neither party shall have any further rights, duties or obligations hereunder, except as otherwise provided herein. If Purchaser elects to proceed with the Closing, Purchaser shall be entitled to the insurance proceeds or condemnation proceeds payable as a result of such damage, destruction or taking up to the amount of the Purchase Price and, to the extent the same may be necessary or appropriate, Seller shall assign to Purchaser, at Closing, Seller's rights to such proceeds up to the amount of the Purchase Price, and Seller will not settle or adjust any insurance claims without Purchaser's prior consent. All insurance proceeds or condemnation proceeds in excess of the Purchase Price shall belong to and be retained by Seller.

**Section 13. Real Estate Commission.**

The parties each represent and warrant that there are no real estate agents or brokers or transactional brokers involved in this transaction. Each party agrees to indemnify and hold harmless the other from all claims or demands of any real estate agent or broker or transactional broker claiming by, through or under said party. This indemnification shall also include payment of court costs and attorneys fees, including those incurred in appellate proceedings.

**Section 14. Prohibition Against Recording.**

Neither this Agreement nor any part hereof, shall be recorded among the Public Records of any County in the State of Florida.

**Section 15. Confidentiality.**

At all times before the Closing Date of the Adjacent Land, Seller and Purchaser each agrees to hold in strict confidence and not to disclose to any other party without the prior written consent of the other party, all information regarding the Adjacent Land, as expressed in this Agreement, except as may be required by applicable law or as otherwise contemplated in this Agreement, or to each parties legal and financial advisors, lending institutions, and investors.

**Section 16. Notices.**

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering the same in person to such party; by prepaid telegram or telex; express mail or overnight delivery. Notice given in accordance herewith shall be effective upon receipt at the address of the party to be served. For purposes of notice, the addresses of the parties shall be as follows:



If to Seller, to:	EC COMMERCIAL PROPERTIES, LLC 7965 Lantana Road Lantana, Florida 33467 Attn: Gary Smigiel
And:	P.O. Box 540669 Lake Worth, Florida 33454 Attn: Gary Smigiel
With a copy to:	WEISS HANDLER & CORNWELL, P.A. 2255 Glades Road, Suite 218A Boca Raton, Florida 33431 Attn: Harry Winderman, Esquire
If to Purchaser, to:	BERKELEY LANDING, LTD. 1105 Kensington Park Drive Suite 200 Altamonte Springs, Florida 32714 Attn: Jonathan L. Wolf
with a copy to:	Zimmerman, Kiser & Sutcliffe, P.A. 315 East Robinson Street, Suite 600 P.O. Box 3000 Orlando, Florida 32802
If to Escrow Agent, to:	Zimmerman, Kiser & Sutcliffe, P.A. 315 East Robinson Street, Suite 600 P.O. Box 3000 Orlando, Florida 32802

**Section 17.    Assigns.**

This Agreement shall bind and insure to the benefit of Purchaser and Seller and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser may assign Purchaser's rights under this Agreement provided that any potential Assignee expressly assumes all of the terms, conditions and obligations of this Agreement in writing.

**Section 18.    Entire Agreement.**

This Agreement and all exhibits, when accepted by Seller, shall constitute the entire agreement between Seller and Purchaser concerning the sale of the Adjacent Land and supersedes all prior agreements, representations or understandings, whether oral or written, between the parties and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound. This Agreement, when accepted by Seller, shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

**Section 19.    Counterparts.**

This Agreement may be executed in multiple counterparts, all of which together shall constitute one agreement. A facsimile signature shall be deemed to be an original. Offer and acceptance of this Agreement by facsimile is binding.

**Section 20. Time of Essence.**

Time is important to both Seller and Purchaser in the performance of this Agreement, and they have agreed that strict compliance is required as to any date or time period set out or described herein. All references to days herein (unless otherwise specified) shall include Saturdays, Sundays and legal holidays. If the final date of any period which is set out in any section of this Agreement falls upon a Saturday, Sunday or legal holiday under the laws of the United States or the State of Florida, then, in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

**Section 21. Effective Date.**

Whenever the term or phrase "effective date" or "date hereof" or other similar phrases describing the date this Agreement becomes binding on Seller and Purchaser are used in this Agreement, such terms or phrases shall mean and refer to the date on which a counterpart or counterparts of this Agreement executed by Seller and Purchaser, together with the Initial Deposit, are deposited with the Escrow Agent.

**Section 22. Time for Acceptance.**

Delivery of this document to Purchaser shall not be deemed nor taken to be an offer to sell by Seller. Only when executed by Purchaser or Seller and delivered to the other party hereto shall this Agreement constitute an offer to buy or sell the Adjacent Land, as the case may be, on the terms herein set forth, acceptable by the party receiving such executed Agreement within seven (7) business days after such receipt, by executing this Agreement and delivering the original hereof to the Escrow Agent and an originally signed copy hereof to the other party hereto. Failure to accept in the manner and within the time specified shall constitute a rejection and termination of such offer. No acceptance shall be valid and binding upon Seller unless in writing and signed by an authorized officer of Seller.

**Section 23. Attorney's Fees.**

In the event either party deems it necessary to cause litigation to enforce, interpret or construe the terms of this Agreement, court costs and attorneys fees, including those incurred in appellate proceedings, shall be awarded to the prevailing party. In the event of enforcement of this Agreement, or any dispute as to interpretation or construction hereof the laws of the State of Florida shall apply, and this Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that this Agreement may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement. In the event of litigation, the parties hereto agree that all suits shall be instituted and maintained in the Circuit Court in and for Palm Beach County, Florida, the jurisdiction of which Court the parties hereby consent to. Purchaser and Seller mutually agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from or related to this Agreement. The parties acknowledge that this waiver is a significant consideration to, and a material inducement for, Purchaser and Seller to enter into this Agreement.

**Section 24. Severability.**

If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof.

**Section 25. Headings.**

The headings of the sections, paragraphs and subdivisions of this Agreement are for convenience and reference only, and shall not limit or otherwise affect any of the terms hereof.

**Section 26. Tax Deferred Exchange.**

In the event that Seller wishes to enter into a Section 1031 tax deferred exchange for the Adjacent Land, Purchaser agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to effectuate the same, provided that: (a) the closing shall not be delayed; (b) all additional costs in connection with the exchange should be borne by the Seller; and the Purchaser shall not be obligated to execute any note, contract, or other document providing for any personal liability which would survive the exchange.

**Section 27. Simultaneous Closing.**

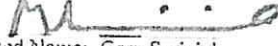
This Agreement is contingent upon the closing of that certain Purchase and Sale Agreement of even date herewith by and between East Coast Property Investment Group, LLC and Purchaser for the sale and purchase of the Property more particularly described as Exhibit "B" attached hereto.



EXECUTED as of the date and year written below


**SELLER:**

**EC COMMERCIAL PROPERTIES, LLC.**  
Florida limited liability company

By:   
Printed Name: Gary Smigiel  
Title: Managing Member  
Date: September 4, 2018

**PURCHASER:**

**BIRKELEY LANDING, LTD.,**  
a Florida limited partnership

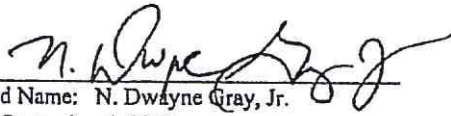
By:   
**BIRKELEY LANDING, GP, LLC,**  
A Florida limited liability company,  
Its General Partner

By: \_\_\_\_\_  
Printed Name: Jonathan L. Weir  
Title: Manager  
Date: September 4, 2018

ESCROW AGENT

We will acknowledge receipt of any Additional Deposit which may be made pursuant to the terms and conditions of this Agreement.

ZIMMERMAN, KISER & SUTCLIFFE, P.A.

By:   
Printed Name: N. Dwayne Gray, Jr.  
Date: September 4, 2018

**EXHIBIT "A"**

**"Adjacent Land"**

Palm Beach County Parcel I.D. Number: 56-43-42-28-42-000-0010

LISA PARK, ACCORDING TO PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 28, PAGE 74.

ALSO DESCRIBED AS A PARCEL OF LAND IN GOVERNMENT LOT 2, OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

ON THE SOUTH BY A LINE PARALLEL TO AND 185 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2, ON THE NORTH BY A LINE PARALLEL TO AND 285 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES, THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2, ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD #5 (FORMERLY STATE ROAD #4 AND DESCRIBED AS U.S. HIGHWAY #1) AND ON THE EAST BY THE EASTERLY RIGHT-OF-WAY LINE OF AVENUE "A," AS SHOWN IN ROAD PLAT BOOK 1, PAGE 157, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS HOWEVER, THE EAST 250 FEET THEREOF, CONSISTING OF .99 ACRES.



**EXHIBIT "B"**

**"Property"**

Palm Beach County Parcel I.D. Number: 56-43-42-28-00-001-0120

Beginning a point 25 feet North of and 27 feet East of the point of intersection of the South line of the North 1/2 of Government Lot 2, Section 28, Township 42 South, Range 43 East, with a line running with U.S. Highway #1 (Broadway or S.R. #5) known as the Potter Line and being 27 feet West of the Easterly right-of-way of said U.S. #1; thence Easterly for 664.23 feet; thence Southerly for 50 feet; thence Easterly for 160.45 feet to the Westerly right-of-way line of Avenue A; thence along said Westerly right-of-way line for 227.52 feet; thence Westerly for 736.7 feet to the Easterly right-of-way line of U.S. #1; thence Southerly with the Easterly right-of-way line of U.S. #1 for 160.14 feet; to the point of beginning. Said lands being in Palm Beach County, Florida, consisting of 2.96 acres.

EXHIBIT "C"

"Project"

Lisa Park, according to plat thereof on file in the office of the Clerk of the circuit in and for Palm Beach County, Florida, as recorded in Plat Book 28, Page 74.

Also described as a parcel of land in Government Lot 2, Section 28, Township 42 South, Range 43 East, Palm Beach County, Florida, bounded as follows:

On the south by a line parallel to and 185 feet northerly from, measured at right angles to the south line of the northerly half of said Government Lot 2, on the north by a line parallel to and 285 feet northerly from, measured by right angles, the south line of the northerly half of said government lot 2, on the west by the easterly right-of-way line of State Road # 5 (formerly State Road # 4 and described as U.S. Highway # 1) and on the east by the easterly right-of-way line of Avenue "A", as shown in road Plat Book 1, Page 157, Public Records of Palm Beach County, Florida, less however, the east 250 feet thereof.

Together with:

Beginning at a point 25 feet north of and 27 feet east of the point of intersection of the south line of the north  $\frac{1}{2}$  of Government Lot 2, Section 28, Township 42 South, Range 43 East, with a line running with U.S. Highway #1 (Broadway or S.R. #5) known as the Potter Line and being 27 feet west of the easterly right-of-way of said U.S. #1; thence easterly for 664.23 feet; thence southerly for 50 feet; thence easterly for 160.45 feet to the westerly right-of-way line of Avenue A; thence along said westerly right-of-way line for 227.52 feet; thence westerly for 736.7 to the easterly right-of-way line of U.S. #1; thence southerly with the easterly right-of-way line of U.S. #1 for 160.14 feet; to the point of beginning. Said lands being in Palm Beach County, Florida.

Containing 172,418 square feet to 3.95 acres more or less.

## **REINSTATEMENT OF AND FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS REINSTATEMENT OF AND FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "Amendment") is made and entered into by and between **EC COMMERCIAL PROPERTIES LLC**, a Florida limited liability company (the "Seller"), and **BERKELEY LANDING, LTD.**, a Florida limited partnership, or its assigns (the "Purchaser").

### **RECITALS:**

- A. Seller and Purchaser entered into that certain Purchase and Sale Agreement with an effective date of September 4, 2018 ("Agreement").
- B. Pursuant to the time periods within the Agreement, the Agreement has lapsed or expired.
- C. Seller and Purchaser desire to reinstate and further amend certain provisions of the Agreement, as set forth herein.
- D. The capitalized and defined terms utilized herein shall have the meanings and definitions ascribed to them in the Agreement unless expressly modified herein.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions above and hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. **Recitals.** The above recitals are true and correct and are expressly incorporated herein.
- 2. **Reinstatement.** Seller and Purchaser hereby reinstate the Agreement as of the date hereof, subject to the terms and conditions of this Amendment. Purchaser and Seller hereby affirm their respective obligations under the Agreement, and the Agreement shall be deemed to be in full force and effect as if it had never lapsed or expired.

- 3. **Closing.** Section 7 (a) is hereby deleted in its entirety and replaced with the following:

The closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur at a time and place designated by Purchaser on or before July 31, 2020 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. In conjunction herewith, Purchaser shall, by February 15, 2020, transfer, an extension fee of \$4,000.00, directly to the Seller, which shall be non-refundable to Purchaser (except in the event of Seller's failure to close), but will apply against the Purchase Price at Closing. Seller and Purchaser acknowledge that it is Purchaser's intent to simultaneously close on the Adjacent Land.

- 4. **Financing and Tax Credit Contingency.** The third sentence of Sections 5 is deleted in its entirety and replaced with the following:

Within ten (10) business days of final and binding FHFC Allocation Award, Purchaser may elect to either (i) to cancel and terminate this Agreement by delivering notice to Seller, and this Agreement shall be terminated and the parties shall be relieved of any further obligations hereunder; or (ii) make an additional earnest money escrow Deposit in the amount of Twenty Five Thousand and No/100 Dollars (\$25,000.00) (The "Additional Deposit"), upon which said Additional Deposit shall become non-refundable (except in the event of Seller's failure to close) and shall be released to Seller by Escrow Agent, but will apply against the Purchase Price at Closing.



5. **Miscellaneous.** Except as expressly set forth herein, all other terms and provisions of the Agreement remain in full force and effect. This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Amendment. This Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.

**[Signatures on the Following Page(s).]**

IN WITNESSES WHEREOF, this Amendment is dated effective as of February 25, 2020.

**SELLER:**

**EC COMMERCIAL PROPERTIES LLC,**  
a Florida limited liability company

By: M. . . . .  
Printed Name: CARL SMICIEL  
Title: MANAGING MEMBER

**PURCHASER:**

**BERKELEY LANDING, LTD.,**  
a Florida limited partnership

By: Berkeley Landing GP, L.L.C.  
A Florida limited liability company,  
Its General Partner

By: \_\_\_\_\_  
Printed Name: Jonathan L. Wolf  
Title: Manager

IN WITNESSES WHEREOF, this Amendment is dated effective as of February 25, 2020.

**SELLER:**

**EC COMMERCIAL PROPERTIES LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**BERKELEY LANDING, LTD.,**  
a Florida limited partnership

By: Berkeley Landing GP, LLC,  
A Florida limited liability company,  
Its General Partner

By:  \_\_\_\_\_  
Printed Name: Jonathan L. Wolf  
Title: Manager



## SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made and entered into by and between EC COMMERCIAL PROPERTIES LLC, a Florida limited liability company (the "Seller"), and BERKELEY LANDING, LTD., a Florida limited partnership, or its assigns (the "Purchaser")

### RECITALS

- A. Seller and Purchaser entered into that certain Purchase and Sale Agreement with an effective date of September 4, 2018, as reinstated and amended by that certain Reinstatement of and First Amendment to Purchase and Sale Agreement dated February 25, 2020 (together, "Agreement").
- B. Seller and Purchaser desire to amend certain provisions of the Agreement, as set forth herein.
- C. The capitalized and defined terms utilized herein shall have the meanings and definitions ascribed to them in the Agreement unless expressly modified herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions above and hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Recitals. The above recitals are true and correct and are expressly incorporated herein.
- 2. Closing. Section 7 (a) is hereby deleted in its entirety and replaced with the following:

The closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur at a time and place designated by Purchaser on or before December 31, 2020 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. In consideration for the earlier reinstatement, an extension fee of \$4,000.00 had been paid directly to the Seller, which sum remains non-refundable to Purchaser (except in the event of Seller's failure to close), but applies against the Purchase Price at Closing. Seller and Purchaser acknowledge that it is Purchaser's intent to simultaneously close on the Adjacent Land. Purchaser previously extended the Closing to July 15, 2020, by paying a monthly extension fee of \$1,000.00 per month, commencing on or about March 16, 2020. Purchaser may continue to extend the Closing each month, from August 15, 2020 onward, by paying a monthly extension fee of \$1,000.00 on July 16, 2020 and continuing such monthly payments until December 16, 2020. In the event Purchaser fails to timely pay the above monthly extension fees or fails to close on the Closing Date, Purchaser's extension fees shall be non-refundable; provided, however, Seller shall provide Purchaser with written notice of such non-payment with the opportunity for Purchaser to cure such non-payment within three (3) days of Purchaser's receipt of Seller's notice.

- 3. Miscellaneous.

- (a) Purchaser shall pay the 2020 real estate taxes at Closing.
- (b) Notwithstanding anything else to the contrary within the Agreement, all extension fees or payments made, or to be made, by the Purchaser, as it relates to the transaction contemplated of within the Agreement, shall be non-refundable, but applicable against the Purchase Price at Closing.
- (c) Except as expressly set forth herein, all other terms and provisions of the Agreement remain in full force and effect.

(d) This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Amendment.

(e) This Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.

[Signatures on the Following Page(s).]

IN WITNESSES WHEREOF, this Amendment is dated effective as of July 24, 2020

SELLER:

EC COMMERCIAL PROPERTIES LLC,  
a Florida limited liability company

By: 

Printed Name: CARY SAICIK  
Title: CO-MANAGING MEMBER

PURCHASER:

BERKELEY LANDING, LTD.,  
a Florida limited partnership

By: Berkeley Landing GP, LLC,  
a Florida limited liability company,  
Its General Partner

By: 

Printed Name: Jonathan L. Wolf  
Title: Manager



### **THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this "Amendment") is made and entered into by and between **EC COMMERCIAL PROPERTIES LLC**, a Florida limited liability company (the "Seller"), and **BERKELEY LANDING, LTD.**, a Florida limited partnership, or its assigns (the "Purchaser").

#### **RECITALS**

A. Seller and Purchaser entered into that certain Purchase and Sale Agreement with an effective date of September 4, 2018, as reinstated and amended by that certain Reinstatement of and First Amendment to Purchase and Sale Agreement dated February 25, 2020, and as further amended by that certain Second Amendment to Purchase and Sale Agreement dated July 2020 (collectively, "Agreement").

B. Seller and Purchaser desire to amend certain provisions of the Agreement, as set forth herein.

C. The capitalized and defined terms utilized herein shall have the meanings and definitions ascribed to them in the Agreement unless expressly modified herein.

#### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions above and hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are expressly incorporated herein.
2. **Closing.** Section 7 (a) is hereby deleted in its entirety and replaced with the following:

The closing ("Closing") of the sale of the Property by Seller to Purchaser shall occur at a time and place designated by Purchaser on or before June 30, 2021 (the "Closing Date"), unless an earlier date is agreed to between Seller and Purchaser. In consideration for the earlier reinstatement, an extension fee of \$4,000.00 had been paid directly to the Seller, which sum remains non-refundable to Purchaser (except in the event of Seller's failure to close), but applies against the Purchase Price at Closing. Seller and Purchaser acknowledge that it is Purchaser's intent to simultaneously close on the Adjacent Land. Purchaser previously extended the Closing to December 31, 2020, by paying a monthly extension fee of \$1,000.00 per month, commencing on or about March 16, 2020. Purchaser may continue to extend the Closing each month by paying a monthly extension fee of \$1,000.00 on September 16, 2020 and continuing such monthly payments until June 16, 2021. All monthly extension fees made on or before October 31, 2020, shall be non-refundable, except in the event of Seller default, and shall apply against the Purchase Price; all monthly extension fees made on or after November 1, 2020, shall be non-refundable, except in the event of Seller default, and shall not apply against the Purchase Price..

3. **Miscellaneous.**

(a) Purchaser shall pay the 2020 real estate taxes when due, and the real estate taxes, when due, for each subsequent year.

(b) Notwithstanding anything else to the contrary within the Agreement, all extension fees or payments made, or to be made, by the Purchaser, as it relates to the transaction contemplated of within the Agreement, shall be non-refundable, but applicable against the Purchase Price at Closing.

(c) Except as expressly set forth herein, all other terms and provisions of the Agreement remain in full force and effect.

(d) This Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Amendment.

(e) This Amendment may be executed by facsimile or electronic mail signatures, which for all purposes shall be deemed to constitute originals.

**[Signatures on the Following Page(s).]**

IN WITNESSES WHEREOF, this Amendment is dated effective as of September 3, 2020.

**SELLER:**

**EC COMMERCIAL PROPERTIES LLC,**  
a Florida limited liability company

By: [Signature]  
Printed Name: CAIT SMITH  
Title: CO- MANAGING MEMBER

**PURCHASER:**

**BERKELEY LANDING, LTD.,**  
a Florida limited partnership

By: Berkeley Landing GP, LLC,  
a Florida limited liability company,  
Its General Partner

By: \_\_\_\_\_  
Printed Name: Jonathan L. Wolf  
Title: Manager



IN WITNESSES WHEREOF, this Amendment is dated effective as of September 3, 2020.

**SELLER:**

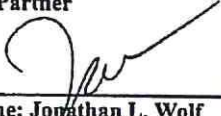
**EC COMMERCIAL PROPERTIES LLC,**  
a Florida limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**BERKELEY LANDING, LTD.,**  
a Florida limited partnership

By: Berkeley Landing GP, LLC,  
a Florida limited liability company,  
Its General Partner

By:  \_\_\_\_\_  
Printed Name: Jonathan L. Wolf  
Title: Manager

#### 4. Local Participation by WBE, MBE and SMWBE businesses; Detail Percentages and Provide Documentation

Wendover and Pinnacle are committed to attracting local, Riviera Beach-based Minority/Women-Owned Businesses to participate in the development of Berkeley Landing. It is part of our commitment to seeing the benefits of our investment ripple through local communities to enact meaningful change. We are fully prepared to work closely with the City and CRA to craft a thoughtful recruitment plan for small businesses to participate as vendors for Berkeley Landing. Some representative examples of our success in local hires and recruiting small business to participate in our developments are outlined in this section. We pledge the following:

- We will commit to reserving **25%** of the contracted work for local MBEs, WBEs and SMWBEs and SBEs.
- We will require all subcontractors to participate and fill available labor slots from a Job Fair hosted by the Berkeley Landing team before the start of construction and make hiring opportunities and apprenticeships available throughout the construction process to local residents.
- We will give priority to residents of the City in the hiring of all permanent personnel and the selection of vendors servicing the development.

We also greatly benefit from the construction joint venture between PC Building and D. Stephenson Construction, who will utilize their "S.H.A.R.E." strategy to recruit local business and workers, which is further outlined below. We pledge to work with the CRA and City to coordinate efforts with their Workforce Training and Apprenticeship Program. This continues the strategic relationship used in prior developments, including Pinnacle's newest development now breaking ground in southern Miami-Dade County, Cannery Row at Redlands Crossing.

In terms of meeting goals, here are some representative examples of D. Stephenson's work in goals vs. outcomes. In every instance, they have outperformed their initial goals.

Completed Project Name	Project Type	Goal Type	Project Goal	Participation Achieved
Paul DeMaio Dania Beach Library	Public	M/WBE	25%	27%
Lauderdale Lakes Library & Community Center	Public	M/WBE	25%	25%
Florida Memorial University Wellness Center	Private	SMLBE	15%	31%
New South Bay Villas	Public/Private	Glades Local	10%	26%
West Palm Beach Fire Station No. 8	Public	S/M/WBE	27% SBE	33% M/WBE*
Broward College Public Safety Institute	Public	M/WBE	25%	27%
Broward College Health Simulation Center	Public	M/WBE	25%	25%
The Retreat of Palm Beach	Private	M/WBE	0%	16%
Urban League of Broward County	Private	M/WBE	25%	36%
Benjamin Franklin K-8 Center	Public	S/MBE	20%	68%

\*City of WPB implemented its M/WBE Program during the project.



Our overall team has a proven track record of creating local jobs. For example, with the development of Landings at East Pointe and East Pointe Place with the Housing Authority of the City of Fort Myers, Pinnacle refined the concept of utilizing locally sponsored job fairs to secure hires in the communities where the developments actually occur. At the time, Fort Myers had been particularly hard hit by the effects of the Great Recession, the effects of which are multiplied in the lower-income communities. Working closely with the selected contractors and the local branch of the NAACP (recommendation letter attached),



Pinnacle secured unprecedented participation in job fairs for both developments, with a combined participation of over 1,400 jobseekers, many from the disadvantaged Dunbar community of Fort Myers where these developments were constructed. Over 200 local hires were made. The program continued after the job fair, with the stakeholders continuing to seek hires, both skilled and unskilled, for each trade while providing the necessary mentorship to allow for long-term employment for these workers.

Both Oak Ridge Estates and Villages of Tarpon, joint ventures with the Housing Authority of Tarpon Springs, and Pinnacle's Kings Terrace located in North Miami are other quality examples. For each property, Pinnacle's construction subsidiary actively recruited SBE/MBE/WBE and "Section 3" subcontractors and tradesman (those who live locally and are either low or very-low income residents of the community) and subsequently monitored the results through periodic subcontractor compliance reporting.

With the development of Golden Square and Golden Villas in Pompano Beach, Pinnacle was persistent in securing as much DBE/MBE and SBE participation as possible. As such, the selected general contractor pursued an aggressive program monitored by Pinnacle to expand participation, which exceeded the base goal established by the Housing Authority. As part of the hiring process the development team hosted a job fair to identify and qualify potential local trade workers. The general contractor and many of the subcontractors took applications from over 150 attendees at a local community center, leading to direct hiring of local and Section 3 qualified residents.

More recently, the same strategy for incentivizing contractors and tradesmen and holding job fairs was used at Pinnacle at Peacefield in Hollywood and Casañas Village at Frenchtown Square in Tallahassee. Also noteworthy is that Pinnacle's construction affiliate is certified as a Section 3 Certified Business Category Five (5) Developer in Miami-Dade County, in recognition of the company's commitment to contract in excess of 25% of subcontracts to public-housing owned or Miami-Dade Section 3 businesses.



With respect to permanent operations of the completed Berkeley Landing development, we would anticipate approximately 5 permanent full-time employees working in the development, as well as local vendors to provide development services such as pest control and lawn maintenance. We commit to make every opportunity for hires or professional service engagement available to Riviera Beach residents to the greatest extent possible, advising relevant City agencies and the CRA of such availabilities.

Pinnacle and Wendover are committed to spreading the economic benefits of its activity within the local community and expanding economic opportunities for local businesses.



Lee County Branch  
National Association for the Advancement of Colored People  
Unit #5110

August 25, 2014

Timothy P. Wheat  
Pinnacle Housing Group, LLC  
9400 S. Dadeland Boulevard, Suite 100  
Miami, Florida 33156

**RE:     Redevelopment and Local Hiring Efforts by Pinnacle – Redevelopment of Landings at East  
          Pointe and East Pointe Place**

Dear Mr. Wheat:

On behalf of the Lee County Chapter of the NAACP, I want to extend our sincere appreciation to Pinnacle for its successful redevelopment of the old "Sabal Palm" into "Landings at East Pointe" and the former "Palmetto Court" into "East Pointe Place," which are providing much needed and very high quality affordable housing in our community. Moreover, I wish to congratulate Pinnacle for its efforts in promoting the hiring of local minority residents and subcontractors.

When Pinnacle and the Housing Authority of the City of Fort Myers initially embarked on these ventures, the Lee County NAACP, local subcontractors and neighborhood citizens expressed concerns that job opportunities would be given to firms and workers primarily outside of the neighborhoods where the developments are located. Our community has disproportionally suffered from high unemployment and lack of critical investment for many years. Pinnacle, working with the Housing Authority, its prime contractors and with the guidance of the Lee County NAACP, implemented a "jobs first" strategy where local hires were sought by each and every subcontractor working on the development. Very successful and well-attended job fairs were held in the community where local citizens were given real opportunities at employment. Through the job fairs and follow up process, community residents by the hundreds received meaningful employment. In addition, Pinnacle worked closely with the Housing Authority and Lee County NAACP to seek out local minority and "Section 3" businesses through the Housing Authority's successful participation and certification program.



Lee County Branch  
National Association for the Advancement of Colored People  
Unit #5110

These actions led the community to better “connect” with the new developments. While beautiful, well-designed and complete with all the amenities and features that families in our community desire for modern affordable living, the community has embraced East Pointe Place and Landings at East Pointe because of the impact the construction of the development have made in people’s lives, bringing much needed wealth and self-esteem to our community.

We are proud of our affiliation with Pinnacle, as it has proven itself a responsible, honorable and visionary community developer, and we hope to see Pinnacle involved in many more future developments that benefit our constituency.

Sincerely,



James Muwakki, President

Lee County Chapter of NAACP

James Muwakkil  
President, Lee County NAACP Branch Unit 5110  
3903 Dr. MLK Jr. Blvd. Suite K  
Fort Myers, FL 33916  
Office: 239-936-2352  
Mobile: 239-464-1394

*'Unifying the Community'*



D. Stephenson Construction, Inc. is most pleased to be working with Pinnacle Communities and Wendover Housing Partners on the development of Berkeley Landing. We have enjoyed a long-standing beneficial relationship with Pinnacle dating back nearly 18 years and are excited to commence construction on Cannery Row at the Redlands through our construction joint venture with Pinnacle.

As a State of Florida-certified MBE, D. Stephenson Construction takes S/M/WBE participation on every project very seriously. DSC has an amiable record of meeting and often exceeding our clients' goals for contracting with local and diverse businesses.

**i. History of S/M/WBE Participation**

Over the past ten (10) years we have averaged **over 40% S/M/WBE** on our projects. We have designed a flexible program that involves ongoing outreach, training and accountability to ensure success. Because of our experience working on the Riviera Beach Marina District Redevelopment Project in addition to having several of our team members working out of offices on Interstate Park Road in Riviera Beach for the past several years, we are very familiar with Riviera Beach and are confident we can implement a program which will benefit local businesses, local tradesmen and potential apprentices.

**ii. Berkeley Landing S/M/WBE Plan**

*Building partnerships with a diverse group of like-minded individuals who are striving to make their companies the best they can be helps make us a stronger team."*

*Dwight Stephenson, HOF '98*

Based on our own experience growing from a small minority business into the largest African American-owned Florida-based contractor, as well as working with hundreds of other small, minority and woman-owned firms, we have developed a comprehensive business diversity program called "SHARE". SHARE is an acronym for Seek, Help, Access, Report and Evaluate. We will implement S.H.A.R.E. with a specific emphasis on working with S/M/WBEs based in the City of Riviera Beach. Below we describe how S.H.A.R.E. will be implemented to meet or exceed expectations.

# SHARE

*:to partake of, use or experience with others*

**Seek** : to go in search of; to try to discover

- **OUTREACH WORKSHOPS:** We will help organize, sponsor and participate in workshops and hiring fairs (as Pinnacle customarily conducts for its developments) in conjunction with the CRA and the relevant City agencies. During these workshops we will share information regarding

Berkeley Landing (and other DSC projects), our prequalification requirements, and other information which will help the S/M/WBE's be more successful.

- **DATABASE MINING:** We will continue to update our database using sources such as the Palm Beach County's Office of Equal Business Opportunity, the School District of Palm Beach County's Office of Diversity in Business Practices and the Florida Office of Supplier Diversity and other sources.
- **ADVERTISING:** We will advertise prequalification and bid opportunities on our website, in the *Palm Beach Post*, through iSqFt and at events that attract diverse groups of people.
- **TRADE ASSOCIATIONS:** We currently have memberships with several chambers and trade associations including the Minority Builders Coalition, the Black Chamber of Commerce of Palm Beach County and the Associated Builders & Constructors. Our plan includes using meetings at these associations, and others, to introduce M/WBEs to bid opportunities with us and do some matchmaking between M/WBEs and larger trade contractors.
- **CONFERENCES:** Each year we participate in several in-person and virtual conferences that are specifically geared for M/WBEs. One such conference we have participated in for last several years the Palm Beach Partners Business Matchmakers Conference & Expo which named us Corporate Partner of the Year in 2015. We will continue this outreach and use these opportunities to attract additional firms to work with us on Berkeley Landing.

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## **H e l p** : *to give assistance or support to; to further the advancement of*

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- **PREQUALIFICATION AND CERTIFICATION ASSISTANCE:** We will assist firms with becoming prequalified with us and registered as a Vendor with the City of Riviera Beach as well as certified with other governmental entities. This includes connecting them with the right people and assisting them with completing their applications, if necessary. We have completed numerous certification and prequalification applications ourselves, therefore we are well positioned to help smaller firms as they go through the process.
- **LOWERING BARRIERS TO PARTICIPATION:** We will make it easier for small and diverse firms to work with us by employing the following measures:
  - **Smaller bid packages** – ex. breaking the interior and exterior painting into separate bid packages
  - **Waive bonding when possible** – we typically do not require bonding for contracts under \$150,000 vs. \$100,000 for most CMs
  - **Expedite payments** – we'll offer Net 30 payment terms versus "paid when paid" for S/M/WBEs
  - **Direct material purchases** – this will reduce bonding requirements
  - **Set up a bid room** – making plans available for small firms at no cost
  - **Non-mandatory pre-bid meetings** – don't penalize small firms that may not have someone available attend the meetings



- **Provide photos of field conditions** – photos and other documentation will be available to bidders to help them prepare accurate bids
    - **Estimating assistance referrals** – we cannot help bidders prepare their bids, but we can refer them to estimators and quantity surveys who can assist them
  - **TRADE SPECIFIC PLAN:** Once the drawings for the Berkeley Landing have been sufficiently developed, a trade specific M/WBE participation strategy be developed based on the scope of the project. We will identify trades which will be targeted for M/WBEs first and second tier subcontractors and suppliers relative to their capabilities and availability.
  - **TECHNICAL ASSISTANCE:** Separate from the workshops, we will conduct training sessions to share best practices for doing business with us as well as the City of Riviera Beach and the CRA. Topics will include such issues as bidding, payment applications, safety and closing out projects. Many of these topics will be useful on other projects the subcontractors are or will be working on.
  - **COST AVOIDANCE:** Our team will provide field supervision assistance to help S/M/WBEs avoid costly mistakes, minimize rework and reduce punch list and warranty items; all of which can be very costly to subcontractors.
- 

## **A C C E S S** : *freedom or ability to obtain or make use of something*

- **BID READINESS ASSISTANCE:** We will assist bidders with setting up lines of credit with suppliers and connecting them with experienced estimators who can help them prepare and analyze their bids. By making sure bidders know about Berkeley Landing early, they will have the time necessary to prepare themselves for when the ITBs come out.
- **S/M/WBE BIDDER OUTREACH:** Our preconstruction team will contact S/M/WBEs via our bid management system (iSqFt®), telephone and email to make sure they have an opportunity to submit their bids. Their responses will be recorded and reviewed to determine appropriate levels of involvement.
- **CONNECTING PEOPLE:** We will provide access to our Preconstruction Manager and Project Manager and others so the S/M/WBE bidders, and others, can get answers to their questions regarding such issues as submittal requirements, preparation of payment applications or jobsite requirements. This will be done at the workshops, training sessions and in one-on-one meetings with subcontractors. Everyone on our team will be completely accessible to firms that want work on this project.
- **DEBRIEFING:** Following a solicitation, we will provide feedback to bidders by taking the time to meet with the winning bidders as well as the non-winning bidders to help them improve their business practices by discussing their bids, and, if requested, to meet with their lower tier subcontractors and suppliers.



- **ADDITIONAL RESOURCES:** We will assist S/M/WBEs by providing them with access to our lenders, accountants, banker, attorneys, bonding agent and others who can help them take their businesses to the next level. These professionals will be invited to participate in one or more of our training sessions and provide free advice to the S/M/WBEs and others in attendance.
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## **R E P O R T** : *to give an account of*

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- **DOCUMENTATION OF OUTREACH ACTIVITIES:** To ensure we are meeting our targeted goals, we will provide the CRA with monthly documentation regarding our M/WBE outreach efforts including meetings, attendees and feedback. This information can be used by the City and CRA to help demonstrate how it is meeting its commitments to the public.
  - **INTEGRATION:** We consistently stress the importance of S/M/WBE compliance with our preconstruction and construction team members and include discussions regarding compliance at our estimate review meetings and monthly project status meetings. To us S/M/WBE compliance is just as important as meeting the project budget and the schedule.
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## **E V A L U A T E** : *to determine the condition of by careful study*

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- **CONTINUOUS IMPROVEMENT:** At least twice per year over the course of the project our executive management team will meet with Pinnacle and Wendover to evaluate the effectiveness of the S.H.A.R.E. program, the fidelity to which our staff has applied it, and the resources to which we have committed to its success. If there needs to be improvements either to the process or with the people, we need to identify those needs and implement the necessary measures to improve our performance.
  - **ENSURE FAIRNESS:** Part of the evaluation will be to review the basis for the subcontract awards. The purpose is to make sure the contract awards were made fairly. Complaints, if any, will be reviewed by senior management, and resolutions we be determined.
  - **EXCEEDING EXPECTATIONS:** We will evaluate the subcontractors involved on our projects to determine if all parties have met their commitments as well as their expectations from us and any prime partners. We will also check in to see if the firms are on target to meet their growth goals, and if not, determine what adjustments can be made.
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*"We take great pride in ensuring M/WBE participation goals are met on our projects as well as contributing to the development these firms which are a vital part of our economy and our community."*

*Dinah Stephenson  
CAO and Co-Founder, D. Stephenson Construction and President, Dwight Stephenson  
Foundation*

*5. No Additional Funding from City or CRA*

Our team stipulates and affirms that if awarded the Local Government Area of Opportunity funding from the City of Riviera Beach to compete in RFA 2020-202 with Florida Housing Finance Corp., we will not seek any additional funding from the City and/or CRA to complete the development project if successful in receiving an allocation of Housing Tax Credits. We may however, in the spirit of full disclosure, seek gap funding from Palm Beach County as may be needed and available, specifically under the County's Impact Fee Relief program.



## *6. Facilitating Homeownership Opportunities*

While Berkeley Landing will consist of 110 units of housing which will be entirely rental, Pinnacle and Wendover recognize that resident services and the transition from renting to owning are essential in the process of making our development a success and transforming the community. We are aware of the City and CRA's supportive programs, focusing on Workforce Training and Homebuyer Education Programs, and we have collaborated with similar external programs for over 20 years. Having our residents at Berkeley Landing prepare for the transition into homeownership is a primary goal. As property owners, we know from experience that having a resident population that strives for growth and opportunity leads to a healthy and vibrant community.

### *Overall Approach*

Prior to occupancy, where we will conduct a marketing outreach campaign seeking existing residents to be a part of Riviera Beach's future on the Broadway corridor. We will not simply "take applications"; our experienced leasing team will be a resource center, guiding residents on compliance, creditworthiness, resident selection procedures and steps to qualify as a resident at Berkeley Landing. Further, Berkeley Landing will seek out technical assistance and staff training from the Fair Housing Center of the Greater Palm Beaches to augment its already extensive compliance training, in order to become even more familiar with the challenges to providing fair housing to Riviera Beach's citizens.

Our ultimate goal is to make the high-quality entry level rental housing offered at Berkeley Landing a steppingstone to future opportunities and eventually ownership and long-term investment in the Riviera Beach community. Also, we believe redeveloping a community requires not only the physical improvements, but intangible enhancements as well. Though the list of services to be provided is dependent on community input, we propose the following resident and community services be available to Berkeley Landing:

- Adult Literacy
- Employment Assistance
- Financial Management/Budget Counseling
- Parenting Skills (prenatal nutrition, parenting education, etc.)
- Health & Nutrition Classes
- Computer Lab and Work Skills (training in Excel, Word, PowerPoint, etc.)
- Life Skills Courses (stress management, consumer education, motivational and self-empowerment training, etc.)
- Quarterly Tutoring Assistance
- First-Time Homebuyer Education

Besides the qualitative efforts at resident improvement, Berkeley Landing will offer a tangible, quantitative benefit to our residents who seek homeownership. After a two year vesting period and for residents in good standing under the terms of their lease, any resident may secure a rebate of rent for down payment assistance equal to five percent (5%) of the rent paid during their term of tenancy if they elect to purchase a home within the municipal boundaries of the City of Riviera Beach. These funds will be disbursed directly to the closing agent when the purchase of the home is to be consummated.

We intend to coordinate with the City and CRA's First Time Homebuyer Programs to leverage our residents' future investment in the City to the maximum extent possible.



**7. *Beautifying the Broadway corridor, Superiority in Development Design, Amenities and Public Art***

Berkeley Landing will be a destination community on the Broadway Corridor. Our modern design style, the location of buildings and services that activate Broadway, use of colors and a public plaza will offer the city a glimpse of what the future of Broadway can offer. Berkeley Landing is designed in a modernistic style to capture the energy and vitality for this highly visible location in Riviera Beach. The buildings enhance both streetscapes in an urban manner allowing for live-work units, amenities, and residential units to face the tree lined sidewalks and streets. The building shapes create street front plazas as gathering spaces for residents and pedestrians. Internal site amenities including pool, tot-lot, and pet park will enhance the overall sense of community. In addition, balcony's projecting from the street facades and a striking color scheme will help to elevate the quality of living for the residents of Berkeley Landing.

Additionally, Berkeley Landing will have numerous features and amenities, consistent with the high-quality standard for Wendover and Pinnacle developments. The development standard, as displayed in our renderings for Berkeley Landing and in the attached examples of Pinnacle and Wendover representative projects, is to make affordable housing indistinguishable from market-rate development, with builder-grade, durable and energy efficient features throughout. We highlight these features and amenities below:

**Site Amenities:**

- Theater Room/Multi-Purpose Facility/Community Meeting Room
- Library/Cyber Lounge with Computer Workstations
- Sparking, centrally-located resort-style swimming pool
- Free Community Wi-Fi
- Fitness Center with both fixed equipment and programmable Wellbeats system offering virtual yoga, Pilates and other training classes
- Community Room, made available to residents (also available for local community and civic group uses at no charge and upon request/reservation)
- Outdoor recreation including a covered pavilion with a wet bar, BBQ area and playground
- Electronic surveillance throughout with high definition, night vision cameras, with web-enabled monitoring with a DVR function that can be accessed by Riviera Beach Police
- Controlled access through a key fob system into residential buildings and common areas
- "Touchless" operations on common elements (and/or anti-viral surfaces such as copper) for entry doors, bathrooms and elevators to the greatest extent possible

**General Operational Features and Amenities:**

- Durable hard-surface countertops and floors throughout



- Impact-resistant windows and doors throughout
- Builder grade PVC blinds or solar shades for each window
- Island kitchens in 2 and 3 bedroom units
- Video and internet access in each unit, with a variety of platforms offered (AT&T TV, Xfinity, etc.)
- USB ports/plugs on kitchen countertops and in master bedrooms
- Full-size range, oven and microwave in all units
- Bathtub with shower in at least one bathroom of every unit
- Washers and dryer hookups in every unit (with high efficiency equipment available to rent at an additional charge)
- Pest control included in rent

Berkeley Landing will commit to a green certification no lower than “Silver” through the National Green Building Standard/ICC 700 process. Specific green features will include:

- Low or No-VOC paint for all interior walls
- Low-flow water fixtures in bathrooms using “WaterSense” labeled products with faucets rated for 1.5 gallons/minute or less and showerheads at 2.0 gallons/minute or less
- Energy Star qualified refrigerator
- Energy Star qualified dishwasher
- Energy Star qualified ventilation fan in all bathrooms
- Energy Star qualified ceiling fans with LED lighting fixtures in bedrooms
- Energy Star qualified water heater
- Air Conditioning with a minimum 16 SEER energy efficiency rating

Berkeley Landing’s key “value add component” will be luxury-styled units more energy efficient than any rental housing of any kind in the marketplace, and a product built with state-of-the-art improvements and finishes that will last for the development’s lifecycle. Berkeley Landing will be built and operated to maximize quality, curb appeal and enduring value. We will apply the best practices from two companies uniquely focused on long-term quality and value, which is reflected in Pinnacle and Wendover’s respective portfolios.

Our further value add component will be the two public plazas on its eastern and western boundaries, facing Broadway and Lakeshore Drive. The plazas will contain hardscape and landscape utilizing the design strategies for the corridor consistent with the City and CRA design objectives. We believe that the public plaza on Broadway will be designed with an “active” feel in mind, while the Lakeshore Drive will have a more “passive” orientation.

These public plazas will permit Berkeley Landing to participate in Pinnacle’s long-standing Art in Public Places program, where the partners will improve and dedicate the public plazas in

connection with the development and then donate the public art (outside of the development budget) for the benefit of the City. We embrace the philosophy that art is an integral part of our communities and gives them life and a unique character all their own. Murals, sculptures and architectural features reflect the thinking and care behind the functional and people-friendly designs of our residential communities. Pinnacle's very personal commitment to these concepts, spearheaded by Pinnacle partner Louis Wolfson, III has been supported by a significant personal investment by Pinnacle's partners. This has led to some of the largest and most iconic public art in Miami, such as Romero Britto's "Love Blossoms" sculpture visible from I-95 on Pinnacle's Los Sueños development, and the tallest mural in Miami on the side of the Pinnacle Heights community adjoining the SR 112 Expressway leading into Miami International Airport. Recently, Pinnacle has taken an aggressive leap forward with its public art to highlight social justice causes through extensive investment in murals on Pinnacle's buildings such as Pinnacle Park (also visible from I-95) in Miami and other public locations. We have attached articles from the *Miami Herald* and *Aventura Magazine* featuring these initiatives.



# Miami Herald

## Mural depicts leaders, positive changes in Liberty City

BY CHRISTINA MAYO

JUNE 19, 2019 04:55 PM , UPDATED JUNE 20, 2019 06:27 PM



Artist Kyle Holbrook of Moving Lives of Kids created the nine-story 'Liberty City Mural' for the Liberty City Pinnacle Art in Public Places program. EILEEN ESCARDA

Changes are happening in our urban communities where colorful art is helping to make the future bright. The latest project of the Pinnacle Housing Group Art in Public Places program is a nine-story tall mural, created in a partnership with local artist Kyle Holbrook of Moving Lives of



Kids. It depicts key leaders and positive change makers in historic Liberty City, Miami-Dade County's first African American suburban neighborhood.

Completed in April, the mural is on the southern facade of Pinnacle Park and is visible from I-95, west of 79th Street. Nearly 150,000 passersby can see it each day. Commuters and the community watched the mural develop in real time.

To preserve the project, Florida International University's "The Urban Boulevard" digital media class produced a documentary for all to watch. The video at <https://youtu.be/yEzfo9II8Mk> shows how art and public murals are bringing positivity to communities.

The initiative was developed and funded by Pinnacle co-founder and community activist Louis Wolfson III.

"Art in Public Places adds uniqueness to communities and is our way of telling the community that we're here to bring the neighborhood up," Wolfson said.

"I believe art has the power to reshape communities while providing an intersection between the past, present and future of the neighborhood. Our hope is that this mural speaks to all Liberty City residents and gives them a sense of pride and ownership in the community they call home," he said.

Muralist Holbrook said he is "grateful for the opportunity to depict the vision of Louis with FIU, to illustrate the people and events that were instrumental in shaping the history of the City of Miami and Liberty City."

"As an artist, the canvas, location, visibility and architecture is an artist's dream," Holbrook said. "This is a true showcase of my passionate work, and greatest of mine to date."

"The bright colors and mix of realistic and abstract images was inspired by my home here in Miami, and I hope that all Miamians are proud of this piece for years to come. I encourage everyone to take some time to observe the detail and small nuances of the piece, as it is powerful and very different from some of the more simple and one image focused pieces in the city," Holbrook said.

Pinnacle's Art in Public Places continues to rejuvenate neighborhoods with eye-catching murals across Miami through rising local artists. Recent murals include the Liberty City police station and Miami's tallest mural at Pinnacle Heights near Miami International Airport.

FIU digital media professor Moses Shumow said his students spend "countless hours studying the past, present and future of Liberty City and affordable housing in Miami as part of a new curriculum."

"Having the opportunity for my students to capture the work of Kyle and Pinnacle Housing Group as they create this groundbreaking mural is really fantastic," Shumow said.

"The mural's focus on the rich cultural legacy of Liberty City and the light that the mural will shine on the history of community fits so nicely with the goals of this class. The students working on this documentary are thrilled."



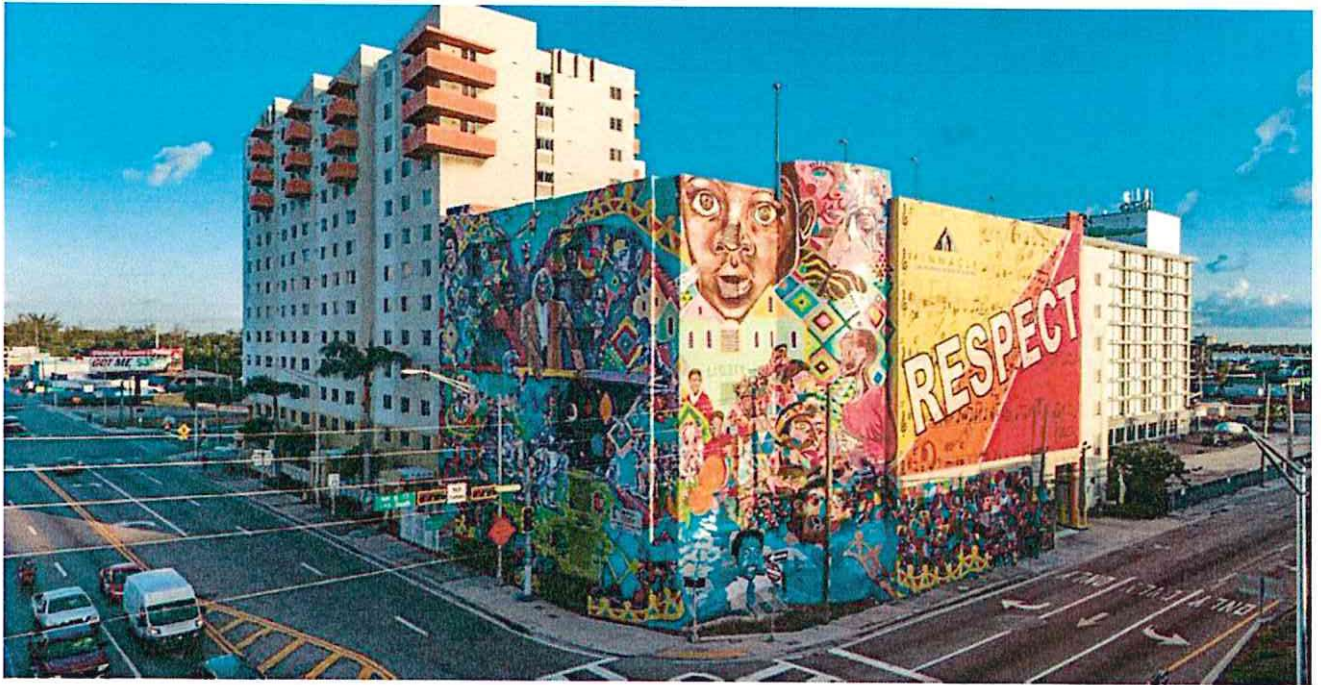
# AVENTURA<sup>TM</sup> MAGAZINE

## Art Speaks – AUGUST 2019



BY LINDA MARX | PHOTOS BY EILEE ESCARDA

**Pinnacle Housing Group's Art in Public Places program builds neighborhood pride while transforming communities with color and creative energy.**



Large scale murals, mosaics, monumental sculpture and urban street art can dress up housing developments and make their residents proud. What started as a simple project in 2001 by Louis Wolfson III has grown into a fascinating and respected art in public places program. Art of all varieties is selected and donated by Wolfson's Pinnacle Housing Group partners to each of the company's housing developments around Florida and in Texas—Dallas, Longview, Abilene, Waco, etc.





Wolfson was a young boy when he was first exposed to art and philanthropy by his late grandmother Frances Wolfson, a successful artist, who sold her creative work to Hallmark for use on cards, pictures and photo albums. "She got all of us interested in art and giving back," says Wolfson, 66, a founding partner of Pinnacle Housing Group/PHG Builders, Inc., and grandson of Colonel Mitchell Wolfson, who was the founder, president and CEO of Wometco Enterprises, and a founder of Miami-Dade College. "I am the businessperson and lucky that business is my passion."

Pinnacle develops, builds and owns more than 6,000 completed and occupied affordable multifamily apartment units—mostly in Florida—with a total of 9,000 nationwide. This year Pinnacle is creating two developments in Miami-Dade, one in Broward, and one each in Gainesville and Tallahassee near the Capitol building. The company has more units under construction in Texas and more on the drawing board for Florida. Combined, Pinnacle's numbers total more than \$1 billion in both affordable and luxury rental developments notable for their peaked roofs, stone work, pastel paints and subtle accents which work in tandem with great art.

A few of Pinnacle's prominent developments with spectacular uses of art include Brickell View Terrace, a 176 unit mixed use/mixed income multifamily development adjacent to the Brickell Metro Rail Station; Pinnacle Park, a high-rise with 135 units in Liberty City—the first African American suburban neighborhood in Miami-Dade County; Pinnacle Square, 110 units in Little Haiti with a vibrant Caribbean color scheme; and Pinnacle View, a Wynwood high-rise that preserved an adjoining historic structure. Another, La Vida, is Pinnacle's first multifamily community of 272 units built within the master-planned Blue Lagoon commercial park adjacent to Miami International Airport. This luxury rental has interior units designed by tennis great Venus Williams' V Starr company, a clubhouse, a



pool and 20-acre lake. The community also offers modern features like Amazon lockers, keyless apartments and Uber waiting areas.

Indeed, these developments were made special by Wolfson's sweeping public art program which draws on the creative abilities of upcoming and respected local artists and architects. Pinnacle targets artists to infuse the communities with a surprising light and happy vibe filled with color, texture and excitement.



Adding public art to residential communities creates a crucial sense of place and purpose that is unusual and unexpected and encourages residents to respect the neighborhood that they call home. "I have pushed for art in every one of our developments because it says to our neighborhoods we are going to be different and better than other communities," says Wolfson, who previously worked for Wometco and founded, took public, then sold The Video Jukebox Network to MTV in 1998 as an interactive Internet company. He adds, "We have made our developments fun and special, using art to take neighborhoods up and rejuvenate the property."

During the summer, Wolfson and his team hire young neighbor children to work with the artists and create murals. In Little Haiti, the kids worked with 26 artists to finish 26 pieces, which built pride in the neighborhood. "This means no graffiti, no overflowing garbage," he points out. "Rather, it establishes a powerful sense of place for families, and the result is amazing."



Wolfson believes buildings without art and architectural features are “bare bones” and undistinguished from other rectangular concrete structures. He feels that art is an integral part of our communities which gives them life and character. Pinnacle’s commitment to this concept has been supported by a personal investment in art by the partners which has reached nearly \$2 million. “When I go to ribbon cuttings, people come up and hug us,” says Wolfson. “We all feel a huge sense of pride.”

Art in Public Places started with *Love is a Dancer*, a sculpture from Lenore Meyer at Pinnacle View in Wynwood which was the company’s first high rise affordable housing community, and influential in the early 2000s development of Wynwood. Pinnacle Housing Group has also expanded this program to include community wide art projects like the *Puerto Rico Hope* mural in Wynwood that graces the Liberty City Police Station in Miami to honor victims of gun violence, and urban murals in Overtown. Working with art consultant Doris Meltzer, Wolfson commissions a cross section of about 80 artists to work their magic. “We like to use up-and-coming artists who are trying to get ahead because we can’t pay big bucks,” says Wolfson.

But some of the artists the company engages are already superstars, like Romero Britto with his *Floating Girl* at Pinnacle’s Los Sueños complex in Midtown Miami, which was restored and beautified. Well-known, successful and philanthropic, Britto and his passion for pop art and color is a bright spot for any public art program. Miami rising star Rey Jaffet’s *Declaration of Hope* at Pinnacle Heights, a mixed-income community, is the city’s tallest mural at 13 stories and depicts six influential people in the artist’s life with an overall theme of unity regardless of race, sex, age and preferences. “*Declaration of Hope* is a phrase to express my beliefs that we are all connected; that we are one,” says Jaffet, whose wise words mirror the company’s philosophy.





For a nine-story mural by local artist Kyle Holbrook depicting historic leaders in Liberty City, Wolfson's Pinnacle Park partnered with Florida International University students from The Urban Boulevard, a digital media class, to document the progress of the mural and how it affected the community.

Wolfson is also the anchor sponsor of public art at The Underline, the 10-mile linear park and urban trail, and brought aboard artists Jaffet, Holbrook, Anthony Ardavin, Robert McKnight and Kench (Kenneth DeGeorge) to design Metrorail columns at the future Brickell Backyard. "I want to encourage other businesses and artists to beautify the remaining columns along The Underline," says Wolfson.

As Wolfson and his team break ground on new projects to be completed in 2020, he is busy working out his artistic plan to transform them into beautiful visuals. Verbena Apartments in the Leisure City Neighborhood Revitalization Strategy Area (NRSA) of southern Miami-Dade County will have 110 units in two five-story buildings, and Pinnacle at Peacefield, an affordable urban village for seniors in Hollywood named after the ancestral home of U.S. Founding Father John Adams, will have three buildings. "I am an entrepreneur who strives to make things better," says Wolfson. "We are helping all kinds of families beyond my wildest dreams. All of us at Pinnacle Housing Group are gratified that we are doing good and beneficial work, and we want to continue to do this as long as we can."



Pinnacle's Wolfson said he believes "art is an integral component of the communities we build, and we couldn't be happier to partner with these brilliant FIU students as they study the history of Liberty City, the affordable housing crisis in Miami and how this mural will affect the community."

Pinnacle Park is at 7901 NW Seventh Ave. For more, visit [www.pinnaclehousing.com](http://www.pinnaclehousing.com).

## 8. *Future Investment Plans in Riviera Beach; Projects Similar in Size and Scope, Lessons Learned*

Pinnacle and Wendover have plans for future investments in Riviera Beach and has previously explored acquiring the three-acre parcel at 3200 Broadway and maintains an interest in doing so for a possible second phase of Berkeley Landing. Pinnacle has had a long-standing interest in developing in Riviera Beach. In 2007, Pinnacle and the Riviera Beach Housing Authority were awarded Housing Tax Credits to redevelop the RBHA's site on Congress Avenue, which has since been redeveloped by the current leadership of RBCA with Housing Trust Group. Unfortunately, the 2007 award was rescinded by Florida Housing at the height of the Great Recession as part of a rather regrettable policy decision affecting awarded projects state-wide to protect other developments funded by Florida Housing in markets they perceived as under-performing.

This prior experience is a "lesson learned" – that having strategic persistence in creating new placemaking communities is vital. Pinnacle and Wendover understand this collectively, and it is evidenced by Wendover's ongoing control of the land for Berkeley Landing dating back to 2016. This same persistence paid off in one of Pinnacle's two examples for similar projects in terms of size and scope.

Pinnacle submitted a successful "Public-Private Partnership" (P3) Proposal in 2015 to the City of Hollywood and the Hollywood Community Redevelopment Agency for the development of affordable senior housing on City and CRA-owned land. ***Pinnacle at Peacefield***, a critical strategic redevelopment along Adams Street in the City of Hollywood, is the result of strategic planning and investment by the City and CRA over twenty years in the making. We believe that Pinnacle at Peacefield is the first P3-type venture for affordable housing in the State of Florida since the adoption of the state P3 law.



The land was assembled by the City of Hollywood and the Hollywood CRA, less than a mile from Hollywood's downtown area and its iconic Young Circle. Pinnacle and other development companies had participated in three other attempts to develop the property each of which were eventually abandoned by the City due to changing economics and/or community opposition dating back to the mid-2000s.



Pinnacle at Peacefield is in an urban in-fill location which has suffered from significant disinvestment. Pinnacle worked with local stakeholders to devise a development plan which would fit the scale of the community with a product that the community felt was needed. This dialogue, plus years of effort to secure the necessary financing, led to three three-story buildings in an urban configuration close to the right of way, offering 120 units of affordable senior housing. The community contains the latest in quality design, and each building has its own dedicated common facilities, including a lounge/meeting space, computer center, outdoor patio, fitness facility and medical evaluation room.



Another lesson learned by Pinnacle is to tie our development strategies and branding whenever possible to the local neighborhood's history, so local citizens feel better connected to the development as part of the community. In this case, Pinnacle at Peacefield is located on Adams Street, and many of the streets in Hollywood are named after U.S. Presidents. The development's name is derived from the ancestral home of John Adams, "Peace Field," in Quincy, Massachusetts. Pinnacle at Peacefield was completed in August of 2020.

**Casañas Village at Frenchtown Square** is an 88 unit mixed-income workforce housing community in the heart of the Frenchtown neighborhood. Frenchtown is a historic area of great significance to the African-American community in Tallahassee, once known as a jazz mecca and home to icons Ray Charles and "Cannonball" Adderly. Casañas Village at Frenchtown Square



contains an effective blend of one, two and three bedroom residences, with amenities that include a meeting/gathering room, cyber lounge, playground, outdoor covered picnic area and other resident-friendly features. Pinnacle developed Casañas Village at Frenchtown Square in partnership with the locally based non-profit Big Bend Community Development Corporation. The Big Bend Community Development Corporation, established in 2000, has been at the forefront for much of the community revitalization and new residential development throughout the

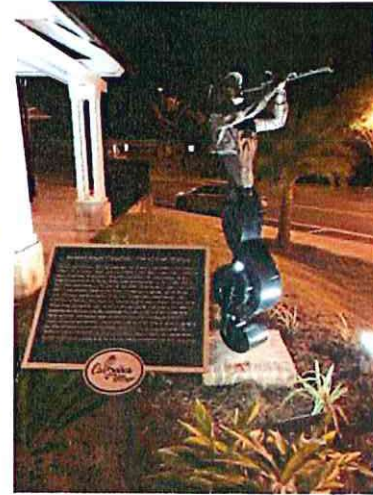
Frenchtown community.

Bog Bend CDC and Pinnacle had many important objectives, spurred by community input, in developing this community. First, the development needed to define the Frenchtown corridor given its location of significance on Macomb Street and Old Bainbridge Road, making it highly



visible throughout the area. As a result, Casañas Village at Frenchtown Square was designed as a single five-story residential building, with a variety of design features found in Frenchtown such as a red brick, bright colors and New Orleans-style balconies. Other common amenities, commercial bays for two 400 sq. ft. “live/work lofts” and under-the-building parking are contained on the first floor of the structure.

Also, Pinnacle and Big Bend CDC were mindful of the history of the community and the land on which it sits. The development itself was named after the Casañas family, and a faithful replica of the Casañas family home was reconstructed on its original foundation, which now serves as the development’s leasing office. Pinnacle and Big Bend CDC also commissioned and unveiled a historic sculpture of Frenchtown pioneer Aurelio Angel Casañas. The bronze sculpture portrays Mr. Casañas, an immigrant, community change-maker and part-time musician who emigrated to Frenchtown from Cuba in the late 1800s where he established his family and quickly became a leader in the community. Most notably, Casañas’ daughter Aquilina Howell became the first African-American Assistant Superintendent of the Leon County Public Schools and was vital to the peaceful desegregation of Leon County schools throughout the 1960s and 1970s.



The lessons learned are to proactively solicit input on the development from the local community, be attuned to the history of the communities in which we develop, and to remain persistent in moving progress forward towards a development plan of everlasting quality.

#### *9. Ownership Retention and Compliance Period*

Pinnacle and Wendover are “long-term hold” developers, owners and investors and only agree to exit their developments when it is based upon a pre-negotiated relationship with a partner such as a non-profit organization or public housing authority. We intend in this instance to own and manage Berkeley Landing through at least the end of the mandated 50-year compliance period imposed by Florida Housing Finance Corporation.

Prior to and even after this compliance period, Pinnacle and Wendover will continue to invest in the development and ensure the complex continues to maintain the highest quality standards. This is evident in all of our collective existing developments, most notably with Pinnacle Palms in West Palm Beach, where Pinnacle repaid Palm Beach County all previously loaned SHIP funds in connection with refinancing the property and conducted capital improvements to this property originally constructed in 2003.



#### *10. Development Team Experience, Projects in and out of Florida, and in Palm Beach County*

Please find brochures attached outlining both Pinnacle and Wendover's experience and the list of completed projects. Also attached is additional information on D. Stephenson Construction, who will venture with us on the construction of Berkeley Landing, as well as Richard Jones Architecture. Pinnacle and Wendover have also provided development-specific brochures for developments of similar scope, scale and height – *Weston Park, Wellington Park and Pinnacle at Peacefield*.

#### Highlighted Experience:

Pinnacle is an industry leader, providing first-class affordable and market-rate housing. Pinnacle has experience in all facets of housing development, including affordable, mixed-income, senior, family and special needs housing. The ability to meet deadlines while delivering sustainable, high-quality affordable housing within the constraints of compressed timelines and challenging locations has been a hallmark of Pinnacle's success. Pinnacle is noted for its quality of design, enhancement of the communities we serve and highest quality resident services, with a consistent average portfolio-wide occupancy of 99%.

Since 1997, the Pinnacle family of companies has been developing, building, leasing and owning both affordable and market-priced apartments. Pinnacle's development portfolio approaches 10,000 units with total development costs in excess of \$1.5 billion. Pinnacle adds beneficial improvements such as quality design, green and environmentally friendly features and public art to energize and revitalize the larger communities in which it operates. More information about all of Pinnacle's numerous success stories in community redevelopment and affordable housing can be found at [www.pinnaclehousing.com](http://www.pinnaclehousing.com).

Pinnacle also transforms communities with our Art in Public Places program, where artwork is donated by the Pinnacle partners to each of our developments. We have also expanded this program to include community-wide art projects, such as the Puerto Rico Hope Mural in Miami's Wynwood community, the recently-completed mural at the Liberty City Police Station in Miami, urban murals in Miami's Overtown community and participation in the Sheridan Street Mural Project in Hollywood.

Pinnacle has extensive experience in redevelopment ventures with community-based organizations, including CRAs and public housing authorities, having completed numerous developments involving a public agency or non-profit organization as a meaningful collaborative partner. Pinnacle has a long track record of satisfied collaborative partners with respect to fulfilling the obligations and needs of our public sector partners and is a "user-friendly" organization with a positive, transparent and organized business approach.



### Local Experience:

Pinnacle operates the highly successful ***Pinnacle Palms*** community in West Palm Beach. This 152-unit development contained in four residential buildings and a clubhouse is part of the City of West Palm Beach's skyline along Interstate 95 south of the Palm Beach Lakes Boulevard exit. It offers quality housing for 152 senior households, which includes a sizeable population of veterans. Pinnacle Palms is conveniently located near City Place, the Palm Beach Outlet Mall, downtown West Palm Beach and an



array of shopping and senior lifestyle amenities, including medical providers and easy access to PalmTran.



Pinnacle Palms received an allocation of tax-exempt bonds from the Palm Beach County Housing Finance Authority, along with SHIP funds from Palm Beach County. Construction was completed in 2003. In 2019, Pinnacle Palms was entirely refinanced, paying off both the bonds and SHIP indebtedness, with enough proceeds to allow for a modernization of the exterior of the buildings and substantial renovations to the residents' amenities such as the pool and clubhouse. Residents can enjoy these amenities as well as a covered outdoor patio and BBQ area, putting green, fitness center and gathering space with computer and internet access.

Pinnacle Palms is an excellent example of our team's long-term hold strategies and willingness to operate properties at top-of-the-market standards.

Representative samples of our numerous successes are detailed further below, further information about two representative developments, Pinnacle at Peacefield and Casanas Village at Frenchtown Square, are contained as our response to question #8:



Pinnacle has demonstrated skill in creating transit-oriented development with a mixed-income and mixed-use focus, combining both affordable and market rate rental housing. Pinnacle's best example is our ***Brickell View Terrace*** community in downtown Miami. The development is located immediately adjacent to the Brickell Metro Rail Station, just west of Mary Brickell Village. The development consists of 100 affordable housing units, another 76 market rate units, and approximately 7,300 square feet of retail within the residential tower. The retail is on the first floor of the residential tower, with the structure rising to a total height of twenty-three stories. This successful community was completed in 2015. Pinnacle was able to successfully bifurcate the financing and ownership structure through a condominium to allow for the financing of both affordable and market rate elements in the same building, along with the commercial components, as well as a parking garage which serves the larger Brickell/downtown Miami area.



In Fort Lauderdale, Pinnacle developed the highly successful mixed-income, mixed use ***Pinnacle at Tarpon River*** located on the southern edge of downtown Ft. Lauderdale, near the Broward Heath Medical Center, government offices and the Broward County Courthouse. Pinnacle at Tarpon River, with 112 total units, is a mixed-income and mixed-use community, with both market and affordable units within a 10 story tower and a three story urban village building,



and contains a vibrant commercial use, the highly-successful South Florida Physical Therapy and Sports Rehab facility. It offers a variety of community amenities and a free-standing fitness center lining the parking garage along S.W. 9th Street. Pinnacle at Tarpon River is Silver LEED-certified, and offers the latest green features and worry-free low utility bills, along with ample bike storage. It is within close proximity to mass transit including the Fort Lauderdale Brightline station, and also within a short walking distance to the popular Las Olas shopping and entertainment district.

In Miami's Coconut Grove community, Pinnacle demonstrated how to strategically merge together affordable housing with an educational component. The ***Gibson Plaza Community and Educational Center*** consists of 50 elderly affordable units and another 6 market-rate residential units. The development is located in Coconut Grove along Grand Avenue within a 5-story building. The unit mix consists of one and two bedroom units ranging in rents affordable to those at very low income up to market





rate rents. Pinnacle joined with Collaborative Development Corporation, a Coconut Grove based 501(c)(3) non-profit organization reflecting the community improvement goals of the Gibson family, which has deep historical roots in Coconut Grove. Gibson Plaza also includes a 3,800 square foot classroom educational component operated by Miami-Dade College, which provides vocational and life skills training to the development's residents and the surrounding Coconut Grove neighborhood.

Pinnacle has a proven uniqueness in:

- Developing high-quality products in urban in-fill areas,
- Blending affordable and market rate rental housing together with commercial uses,
- Having the skill to leverage capital and debt to structure highly sophisticated transactions, and
- Working with both non-profit and public sector partners to create successful public/private partnerships.

The Pinnacle Team: the experience, skill and dedication of the team at Pinnacle is unrivaled in our industry. Pinnacle Communities, LLC is the development arm of the Pinnacle family of companies with three partners. They are involved in comparable projects throughout South Florida as both developers and having an interest in the General Partner and/or Authorized Member of each single-purpose ownership entity that operates each development. The partners in Pinnacle Communities, LLC are as follows:



**LOUIS WOLFSON, III, PARTNER** - As a fourth generation Miamian, Louis Wolfson has devoted his professional life working toward the betterment of South Florida. He is highly regarded for his work as a trustee of Miami Dade Community College, where as Chairman of the MDCC Foundation he helped build over \$20 million in endowments. After graduating from the Stetson School of Business, Mr. Wolfson was employed in the family business, Wometco, a diversified entertainment conglomerate which included radio, television, cable operations, movie theaters and the Miami Seaquarium.



Mr. Wolfson compiled years of experience and gained an immense passion for affordable housing development, finance, management and community relations before becoming one of the founders of Pinnacle Housing Group. In 1984 Mr. Wolfson became a Board member of



Greater Miami Neighborhoods (GMN), which eventually grew into the largest non-profit developer of affordable housing in South Florida. Under Mr. Wolfson's leadership as Board Chairman from 1988 through 1996, over 4,000 units of housing valued at over \$200,000,000 serving more than 10,000 residents were completed. Mr. Wolfson engages in public affairs aspects of Pinnacle's business ventures and oversees Pinnacle's landmark Art in Public Places program.

**DAVID O. DEUTCH, PARTNER** - Mr. Deutch co-founded Pinnacle in 1997. He brings a wealth of experience to the rental housing arena, including finance, accounting, asset management, and public policy. Mr. Deutch is involved in the hands-on, day-to-day management of the Pinnacle family of companies, including the placement of public and private finance for Pinnacle's developments, and oversees many facets of the business enterprise to ensure performance, sustainability and ongoing compliance.



Mr. Deutch began his career in the Corporate Banking Division at Southeast Bank, where he served as Vice President, responsible for a large portfolio of corporate loans as well as new business development. Thereafter, he became Manager of Business Planning at Costa Cruise Lines where he played a role in enhancing the company's various business goals and objectives.

Mr. Deutch received his M.B.A. at the University of Miami Graduate School of Business and B.A. from the University of Texas at Austin. Mr. Deutch was Chairman of the Board of Directors of the Coalition of Affordable Housing Providers, Florida's statewide housing advocacy organization for the affordable housing industry, from 2011-2015. Mr. Deutch is a Member of the Board of Trustees at Mount Sinai Medical Center in Miami Beach.



**MITCHELL M. FRIEDMAN, PARTNER** - Mr. Friedman brings to Pinnacle over 35 years of real estate financing and development experience in South Florida. Mr. Friedman's impressive career began in the public sector, and he tackled a series of increasingly progressive challenges, eventually becoming Assistant City Manager of Miami Beach and subsequently Director of Capital Financing and Development for Miami-Dade County. In the 1990s, Mr. Friedman began a successful consulting firm specializing in start-up and emerging companies in real estate development and property management. Housing for the workforce is a lifelong passion for Mr. Friedman, who founded the non-profit South Dade Redevelopment Corporation.



Mr. Friedman is the lead partner in planning, development and construction for all Pinnacle's communities. Mr. Friedman directs the internal and external development team for each Pinnacle initiative from conception to completion and beyond. He is also the lead partner overseeing the operation of Pinnacle's construction affiliate, PHG Builders, Inc. Mr. Friedman uses his extensive experience to bring both quality and cost control to all Pinnacle developments. Mr. Friedman received both his Bachelor and Master's Degree from the University of Florida. He also holds a Florida Real Estate Commission License.

Pinnacle's core group of professionals includes:

**TIMOTHY P. WHEAT, REGIONAL VICE PRESIDENT** - Mr. Wheat's professional career spans over 30 years and has almost entirely been dedicated to the development and preservation of quality housing for the workforce. Mr. Wheat began his career as a housing planner in Palm Beach County government, moved to the non-profit sector and then into private for-profit development. Mr. Wheat has overseen the development, financing and management of thousands of rental housing units in Florida and throughout the United States. Mr. Wheat joined Pinnacle in 2002, and in his capacity he has overseen successful and trend-setting developments across the state, including Pinnacle's partnerships to redevelop publicly-owned land into new, modern rental communities using innovative public/private partnerships.



Mr. Wheat is acknowledged as an industry advocate and an expert in managing successful public/private housing partnerships. In recognition of these accomplishments, Mr. Wheat was appointed to the Federal Home Loan Bank of Atlanta's Affordable Housing Advisory Council, where he served from 2013-2017, and was elected Vice Chairman in 2016. He is also a founding Board Member and President of the Community Land Trust of Palm Beach County, formed in 2006, which develops and creates housing opportunities for both renters and homeowners. Mr. Wheat is a native Floridian and a Phi Beta Kappa graduate of Fordham University.



**FELIX BRAVERMAN, P.E., VICE PRESIDENT OF CONSTRUCTION** - With an extensive and diverse background in structural engineering, design, contract administration, land development and



project management, Mr. Braverman brings to Pinnacle the hands-on, on-site construction experience necessary to direct the many ongoing and new projects throughout the State of Florida. Mr. Braverman operates Pinnacle's construction affiliate, PC Building, LLC. Mr. Braverman is a registered Professional Engineer in the State of Florida, a Licensed General Contractor in Florida and is a registered Special Inspector of Threshold Type Buildings.

Mr. Braverman began his career in the New York/New Jersey area, where he participated in and directed several structural and forensic Engineering projects. After he moved to South Florida, where he founded his own consulting engineering and general contracting firm, Mr. Braverman eventually became Director of Construction for Landstar Development Corporation, one of the south's largest site development companies. For nine years he successfully planned, directed and constructed over 1,200 homes throughout South Florida. Mr. Braverman has a Master's of Science in Engineering from the University of Texas at Austin, and a B.S. in Civil Engineering from Universidad Metropolitana Mexico City.

**CORALY RODRIGUEZ, CPA, CHIEF ACCOUNTING AND OPERATING OFFICER** – Ms. Rodriguez brings more than 15 years in diverse accounting, audit and financial experience to her role as Chief Accounting and Operating Officer. Ms. Rodriguez started her career at Pinnacle in 2000. In her role as Assistant Controller she managed the day-to-day accounting operations. After obtaining her CPA license, she transitioned into public accounting and continued her career at Deloitte where she served various audit clients within the banking, gaming and real estate industries. After her tenure at Deloitte, Ms. Rodriguez joined the Claire's Stores corporate team where she managed various internal and operational audits and assisted in the implementation of various strategic initiatives throughout North America and Europe. Prior to rejoining Pinnacle in 2015, Ms. Rodriguez served as Accounting Director for TotalBank, a \$2.5 billion institution, where she was responsible for all aspects of the Accounting and Finance function handling budgeting, internal controls, financial reporting, technical accounting and strategic management.



Ms. Rodriguez is licensed as a Certified Public Accountant in the state of Florida and is an active member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. Ms. Rodriguez earned a Bachelor of Business Administration in Accounting and a Master of Accounting Degree from Florida International University. In 2019,



Ms. Rodriguez was recognized for her achievements by South Florida Business Journal, naming her to their *Class of 40 Under 40*.

**JENNIFER SANZ, VICE PRESIDENT OF DEVELOPMENT PROGRAMS** - Ms. Sanz serves as Vice President of Development Programs for Pinnacle, responsible for pursuing and implementing



development opportunities as well as shaping funding strategies. Since joining Pinnacle in 2012, Ms. Sanz has sourced and secured funding for numerous developments and overseen the financing applications for countless more. Ms. Sanz previously served as the National Policy Director for National Community Renaissance (National CORE), overseeing both federal and state legislative issues. During her time at National CORE she was also responsible for business development activities in multiple states, securing nearly \$45M in federal funds in her first two years with the company.

Previously she also served as the Low-Income Housing Tax Credit Administrator for Florida Housing Finance Corporation (FHFC), overseeing both the 4% and 9% tax credit programs. In this capacity, she helped shape the rules and policies that govern the FHFC multi-family programs and was responsible for annual allocations totaling more than \$400M. She also previously worked for the Florida Speaker of the House, the Florida Redistricting Committee and the Florida Secretary of State. Ms. Sanz believes strongly in the spirit of volunteerism and has spearheaded many such corporate volunteer efforts for Pinnacle. She holds a Bachelor's degree from Florida State University.





# Developing Communities Across the Southeast United States

WENDOVER  
HOUSING PARTNERS





Wendover Housing Partners builds, finances, and services affordable housing communities for families and active seniors. As one of the Southeast's premier affordable and workforce housing companies, our expansive portfolio of affordable and mixed-income developments demonstrates our continuing ability to create housing opportunities in a variety of economically and socially diverse neighborhoods.

Wendover's partnerships are diverse, working with both public and private enterprises to develop high quality affordable housing inventory. We have procured funding through state and local housing finance authorities, as well as international financial institutions and pension advisory firms. Wendover is particularly adept at working with the State and Federal government to secure financing and construct new, sustainable, and affordable multifamily communities.

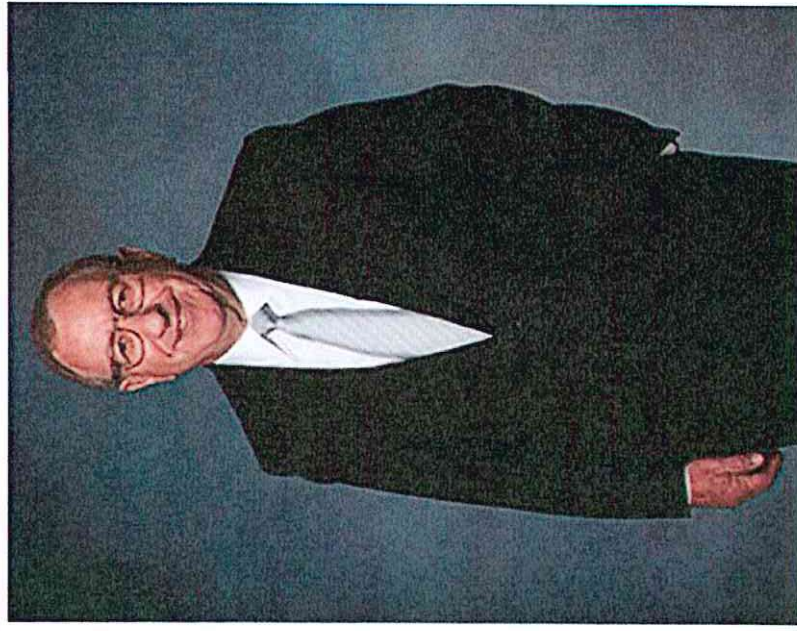
Wendover believes that giving back to the community is crucial to the success of the company. Wendover is and remains committed to using environmentally sustainable and safe methods in building and managing our properties. We also believe in supporting charities and community initiatives that provide a better standard of living for those in the community.

Wendover's dedication to the highest possible standards in every aspect of our business is visible in everything we do. It is reflected in the distinctive design of our developments, in the quality of our construction, in the amenities we offer, in the distinction of our partners, and in the consistently high level at which our properties operate. It is also apparent in our long-term commitment to owning and managing our properties.



## Jonathan Wolf

President, Wendover Housing Partners



Jonathan L. Wolf is the founder and president of Wendover Housing Partners LLC, a Florida-based, privately-held real estate development, investment and management company.

Mr. Wolf oversees the strategic direction of both Wendover Housing Partners - which consists of a portfolio of affordable and market-rate multifamily communities, senior housing, transit-oriented communities and student housing – and Wendover Management, which provides full-service property management for Wendover's own properties as well as other properties throughout the country.

Mr. Wolf founded Wendover Housing Partners in 1995 and has built the company into one of the premier housing companies in the southeastern United States. His mission is to provide housing opportunities in a variety of economically and socially diverse neighborhoods. Mr. Wolf works actively at the local, state and national level to encourage lawmakers and governments to take the necessary measures to address the critical need for affordable housing nationwide.

Mr. Wolf's success in developing affordable housing communities has earned him a reputation as a leading authority in affordable tax credit housing development. He also has expertise in creating public-private partnerships to bring housing developments to fruition.

Prior to his career in real estate development, Mr. Wolf worked in finance, which included executive positions at The Chase Manhattan Bank and Citicorp.

A native of Charlotte, North Carolina, Mr. Wolf graduated from Georgetown University's School of Foreign Service. He also studied at The American University in Cairo. Mr. Wolf fulfills many philanthropic roles on a variety of charity, education, and civic boards.

**Phone:** 407.333.3233

**Email:** [jwolf@wendovergroup.com](mailto:jwolf@wendovergroup.com)

**Web:** [www.wendovergroup.com](http://www.wendovergroup.com)

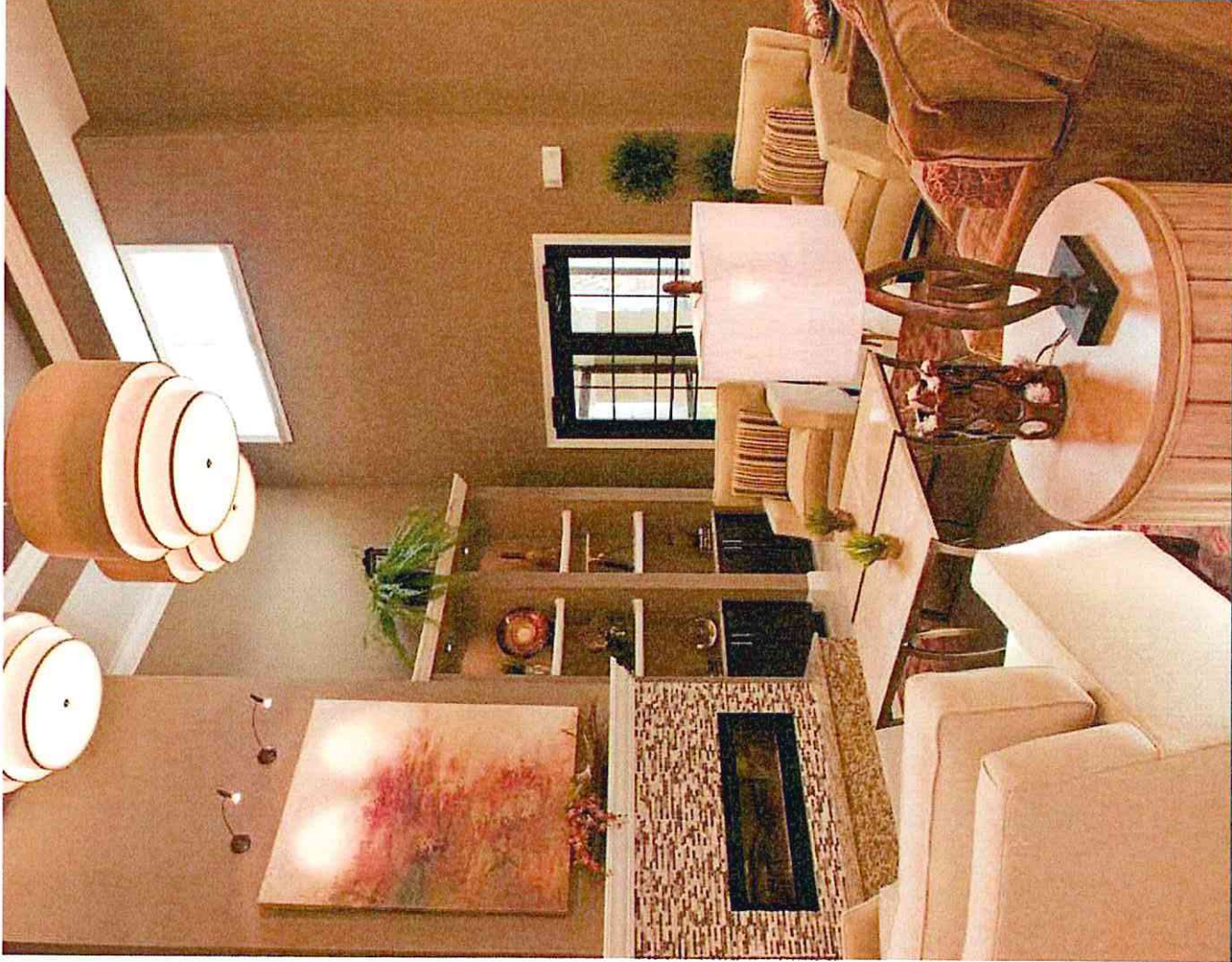
**WENDOVER**  
HOUSING PARTNERS



# BUILD | FINANCE | SERVICE

Wendover's dedication to the highest possible standards in every aspect of our business is visible in everything we do. It is reflected in the design of our developments, in the quality of our construction, in the amenities we offer, in the distinction of our partners, and in the consistently high level at which our properties operate.

It is also apparent in our long-term commitment to owning and managing our properties.



WENDOVER  
HOUSING PARTNERS





# WENDOVER

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HOUSING PARTNERS

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Wendover Housing Partners have been developing exceptional multi family properties in the Southeast US for over 20 years. Wendover has developed 40 properties totaling 6460 units which include student housing, affordable family and senior communities, as well as market rate properties. Wendover Housing Partners currently has an additional 7 communities and 727 units under construction and in development.

WENDOVER

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HOUSING PARTNERS



## Property

## Units

## Type

Arive850	35/140 beds	student
Banyan Grove	48	family
Brixton Landing	80	senior
Charleston Cay	128	family
Flagler Village	49	family
Granite Crossing	75	family
Haley Park	80	senior
Heritage Village	123	senior
Kenwood Place	112	senior
Landings at Sea Forest	200	senior
Marcis Pointe	120	senior
Warley Park	81	family
Wellington Park	120	family
Weston Park	206	market rate

# WENDOVER

MANAGEMENT, LLC

Wendover Management has been expertly managing a portfolio of multi-family communities for more than two decades. Wendover Management continues the tradition of dedication to the highest possible standards in every aspect of our business.

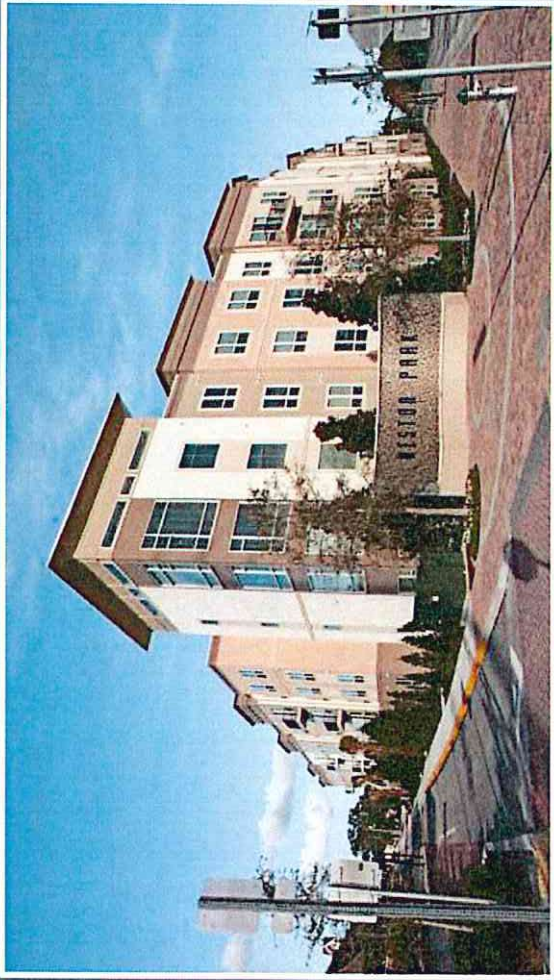


# Weston Park

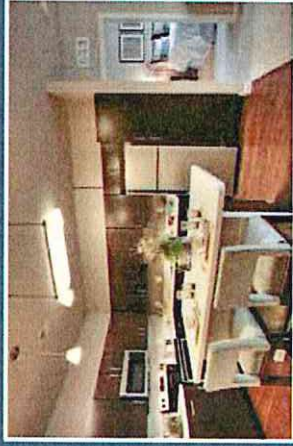
Longwood, FL  
[www.westonparkapts.com](http://www.westonparkapts.com)

Weston Park is a 208 unit market rate apartment development located adjacent to the Longwood SunRail station. Weston Park was completed in 12 months and has maintained strong occupancy numbers since opening in 2016.

Development Partners: Federal Transit Administration (FTA), Seminole County, Florida Department of Transportation (FDOT), City of Longwood.



*Weston Park-Exterior*



*Weston Park –Kitchen*



*Weston Park – ClubHouse*

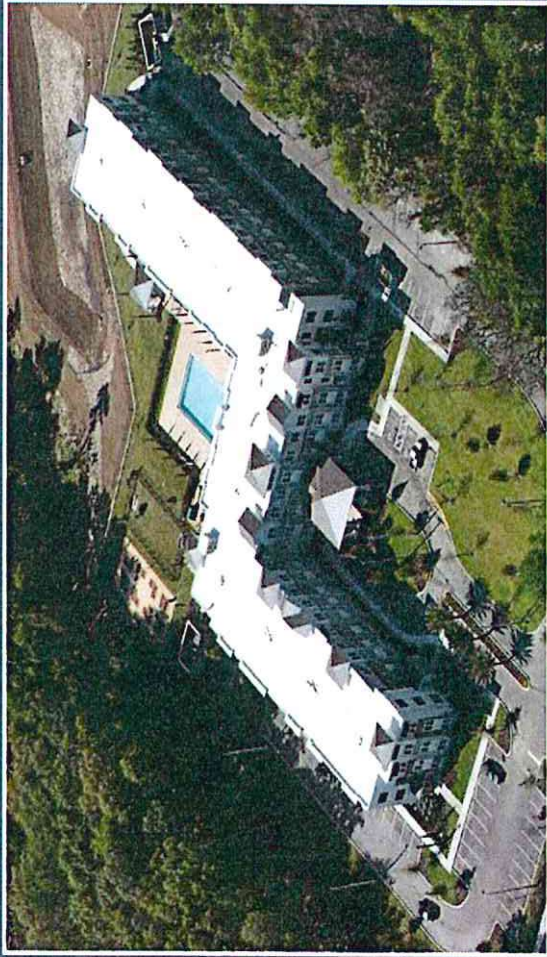


*Weston Park – Clubhouse*



*Weston Park – LivingRoom*





## Brixton Landing

Apopka, FL

[www.brixtonlanding.com](http://www.brixtonlanding.com)

Brixton Landing is an 80 unit affordable housing development for seniors in Apopka.

Brixton Landing was built in less than a year and was at 100% occupancy within 30 days of opening. Approximately 10% of current residents are veterans.

*"Brixton Landing is centrally located with easy access to public transportation and close to shopping, recreation and local hospitals. Brixton Landing features fitness, community activities, theater, salon, pool, gazebo with outdoor BBQ grills and gardening."*



Brixton Landing  
Exterior



Brixton Landing—Gathering Room



Brixton Landing — Gathering Room



Brixton Landing —Reception Waiting Area



Brixton Landing —Activity Room Kitchen

WENDOVER  
HOUSING PARTNERS





Haley Park-Exterior



## Haley Park

Tampa, FL  
[www.haleyparkapts.com](http://www.haleyparkapts.com)

Haley Park is an 80 unit affordable housing development for seniors in Tampa. Located approximately 1 mile from the James A Haley Veterans Hospital.

Haley Park was built in less than a year, and leased to 100% occupancy within 30 days. Haley Park is home to 24 veterans (30%), 5 of whom where previously homeless.

*"Haley Park is centrally located for easy accessibility to shopping, recreation and local hospitals. Our community features a senior lifestyle that includes fitness, community activities, theater, salon, pool, outdoor BBQ grills and gardening."*



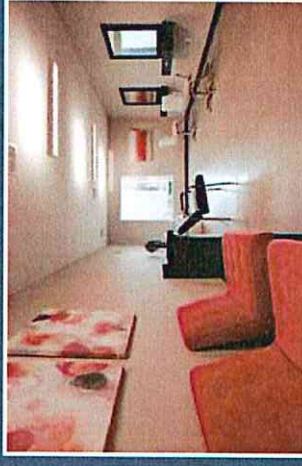
Haley Park—Gym



Haley Park—Technology Room

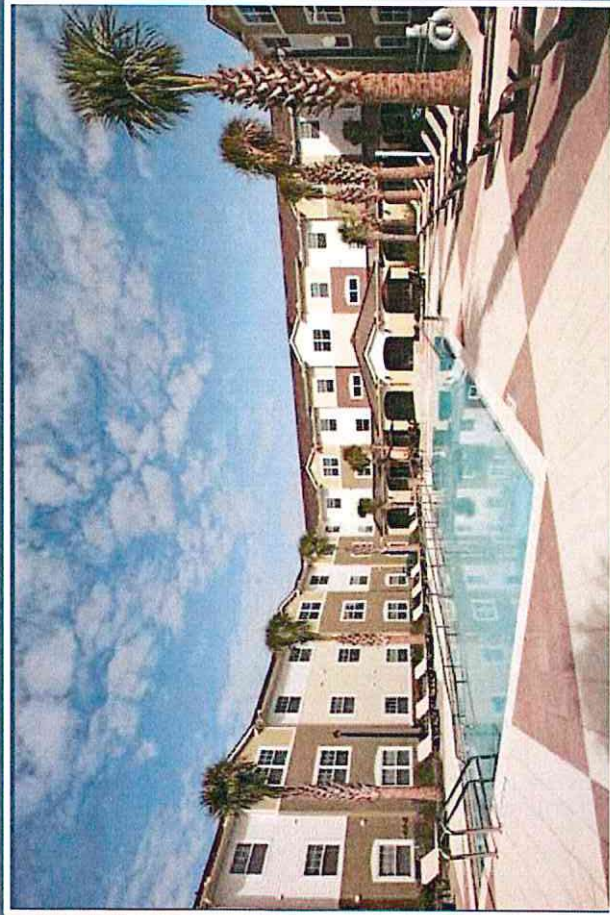


Haley Park—Reception



Haley Park—Salon





Marcis Point - Exterior

## MarcisPoint

Jacksonville, FL  
[www.marcispoint.com](http://www.marcispoint.com)

Marcis Pointe is a 120 unit affordable senior housing apartment community built in Jacksonville.

Marcis Point was built in less than a year and has remained 100% occupied since opening in 2011. Marcis Point has 13 veteran residents.

*"Marcis Pointe Apartments' central location is accessible from two major highways and public transportation, just minutes from downtown Jacksonville and recreational areas. Our community features fitness, community activities, theater, salon, and outdoor gardening."*



Marcis Point - Gathering Room



Marcis Point - Master Bedroom



Marcis Pointe - Media Room

WENDOVER  
 HOUSING PARTNERS



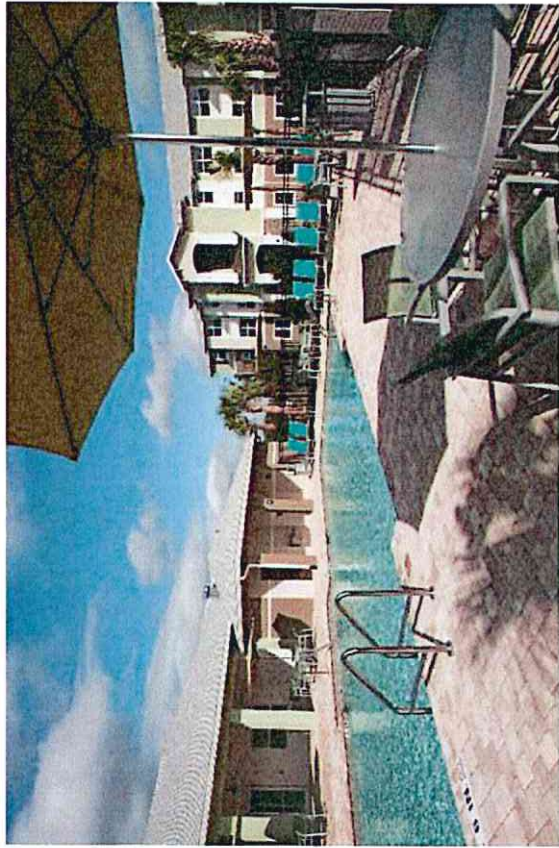
# Wellington Park

Apopka, FL  
[www.wellingtonparkapts.com](http://www.wellingtonparkapts.com)

Wellington Park is a 120 unit affordable housing development for families located in Apopka.

Wellington Park was built in less than a year, with the community 100% leased in 45 days.

*"Wellington Park is located with easy accessibility to shopping, recreation and schools. Our community clubhouse and common area features a gathering room, activity room with kitchen, fitness room, technology area, pool, outdoor BBQ grills, playground and gardening. An active schedule for all our residents is just a small part of what Wellington Park Apartments has to offer!"*



Gathering Room



Fitness Room



Technology Room



Activity Room



Clubhouse Work Area

WENDOVER  
HOUSING PARTNERS



# WENDOVER

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HOUSING PARTNERS

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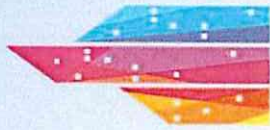
1105 Kensington Park Drive  
Suite 200  
Altamonte Springs, FL 32714

Phone: 407.333.3233

Web: [www.wendovergroup.com](http://www.wendovergroup.com)

January 2019





**PINNACLE**  
COMMITTED TO EXCELLENCE

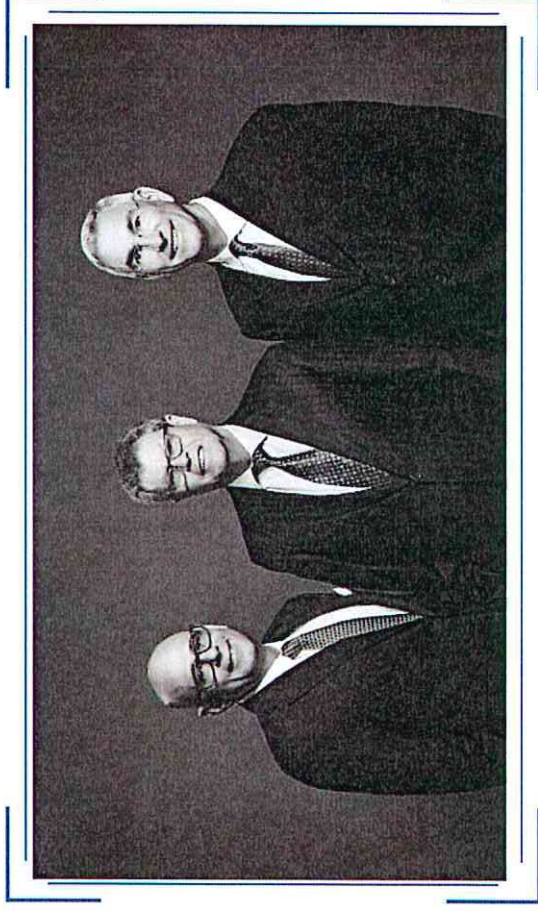
Quality, Commitment & Excellence.  
Your Next Home.



# ABOUT PINNACLE

Founded in 1997, Pinnacle is a Miami-based family of companies dedicated to full-service real estate development and construction. Pinnacle focuses on providing best-in-class multi-family luxury and affordable/workforce housing communities, and Pinnacle's development portfolio now approaches nearly 10,000 multi-family units located in Florida, Texas and Mississippi. Pinnacle enhances neighborhoods through quality design, green building techniques and environmentally-friendly features to energize and improve the communities in which it operates. Pinnacle has extensive experience in urban in-fill redevelopment as well as public/private partnership ventures, having completed numerous communities involving a public agency or non-profit organization as a meaningful collaborative partner. Pinnacle has a long track record of exceeding the expectations and needs of our partners and stakeholders, whether they are equity investors, lenders, non-profit organizations or the public sector. Pinnacle is noted for its quality of design, enhancement of the communities we serve and high quality resident services.

# PARTNERS



## **Mitchell M. Friedman**

Mr. Friedman's career began as Assistant City Manager of Miami Beach and Director of Capital Financing for Miami-Dade County. In the 1990s, Mr. Friedman began a consulting firm specializing in start-up and emerging companies in real estate development and property management, and founded the non-profit South Dade Redevelopment Corporation. Mr. Friedman oversees Pinnacle's development and construction.

## **Louis Wolfson III**

A fourth generation Miamian, Louis Wolfson has devoted his professional life working toward the betterment of South Florida. Mr. Wolfson leads the public affairs aspects of Pinnacle's development programs as well as Pinnacle's landmark Art in Public Places program. Mr. Wolfson is involved with several charitable foundations including Miami-Dade College, The Underline and The Miami Foundation.

## **David O. Deutch**

David Deutch leads the hands-on, day-to-day management of the Pinnacle family of companies, overseeing many facets of the business enterprise, including orchestrating public and private finance, to ensure performance, sustainability and ongoing compliance. Mr. Deutch is a lifelong Miami area resident, and currently serves as President of the Mount Sinai Medical Center Foundation in Miami Beach.



# EXECUTIVE TEAM

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**Felix Braverman, P.E.**  
Vice President of Construction  
Joined in 2001



**Timothy P. Wheat**  
Regional Vice President  
Joined in 2002



**Coraly Rodriguez, CPA**  
Chief Accounting & Operating Officer  
Joined in 2000



**Jennifer Sanz**  
Vice President of Development Programs  
Joined in 2012



# COMMUNITY HIGHLIGHTS



Pinnacle's newest luxury rental development is **LaVida**, the first multifamily community to rise within the master-planned Blue Lagoon commercial park adjacent to Miami International Airport. This 272 unit community was developed with Pinnacle's venture partner Ascend Properties, and consists of one, two, and three bedroom units priced to meet demand among western Miami-Dade's fast-growing workforce.

In 2018, **Brickell View Terrace** earned Pinnacle a proclamation from The Mayor of Miami, The Board of County Commissioners and the residents of Miami-Dade County as a beacon of innovation in housing for Miami's urban core. It's the first mixed-use/mixed-income multifamily rental, transit-oriented development in Miami-Dade County. Consisting of 100 workforce units, 76 market-rate units and approximately 6,700 square feet of retail, the development is a trend-setting public/private partnership between Pinnacle and Miami-Dade County as well as an effective non-profit/for-profit joint venture with East Little Havana Community Development Corporation.





# COMMUNITY HIGHLIGHTS



Completed in 2019, **Casañas Village at Frenchtown Square** in Tallahassee is a five-story, 88-unit mixed-income workforce housing community designed in an elegant traditional style reminiscent of the historic Frenchtown community, and contains one-, two- and three-bedroom homes as well as commercial bays for two “live/work lofts.”

**Verbena** is Pinnacle’s elegant mid-rise community for families located in the Leisure City Neighborhood Revitalization Strategy Area of Southern Miami-Dade County. Completed in 2020, it consists of 110 affordable one-, two- and three-bedroom units in two buildings, including all of Pinnacle’s signature amenities and a state-of-the-art outdoor playground. Verbena offers easy access to the “US 1 Busway,” providing rapid-transit access into the metro Miami via connecting bus service and MetroRail. Residents will find a myriad of services nearby Verbena including shopping, medical services, schools and parks.





# COMMUNITY HIGHLIGHTS



**Pinnacle Heights** is a 13-story high-rise community near Miami International Airport and offers a mix of affordable and market-rate housing to 109 families, with an effective blend of one, two and three bedroom units. On-site parking is offered through a four-story, attached parking garage. Pinnacle Heights is conveniently located on a main artery connecting the airport with Midtown and Biscayne Boulevard. Pinnacle Heights is also home to Miami's tallest hand-painted mural by artist Rey Jaffer, a key project in Pinnacle's Art in Public Places program.

**Pinnacle at Tarpon River**, with 112 total units, is a true mixed-income and mixed-use community, with both market and affordable units. The development consists of a 10 story tower and a three story urban village building, with a vibrant commercial use, the successful South Florida Physical Therapy and Sports Rehab facility. It offers a variety of community amenities and a free-standing fitness center lining the parking garage along S.W. 9th Street. Pinnacle at Tarpon River is Silver LEED-certified, and offers the latest green features and worry-free low utility bills, along with ample bike storage. It is within a short walking distance to the popular Las Olas shopping and entertainment district.





# COMMUNITY HIGHLIGHTS

**Gibson Plaza Community and Educational Center** consists of 56 residential units with an emphasis on housing for seniors. The five-story development is located in Miami's historic Coconut Grove community along Grand Avenue, and offers both affordable and market-rate rents, an array of on-site amenities including community center, fitness room, library and computer lab, and durable unit finishes. The development also includes a 3,800 square foot educational component managed by Miami-Dade College through the Mitchell Wolfson Foundation.



*"In addition to developing quality affordable housing, Pinnacle went above and beyond for our residents, securing an educational partnership with Miami-Dade College and incorporating inspiring public art throughout the premises. Pinnacle exceeded expectations and is a shining example for developers creating communities that revitalize and enhance neighborhoods."*

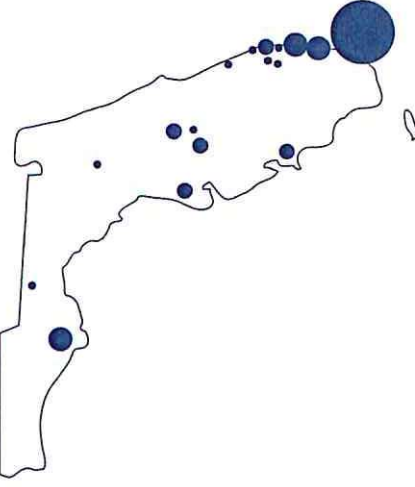
Mrs. Thelma Anderson Gibson  
Past President  
T.R. Gibson Memorial Fund



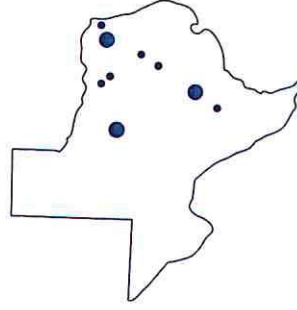
# OVERVIEW OF PINNACLE COMMUNITIES

Pinnacle's development portfolio now approaches nearly 10,000 multi-family units located in Florida, Texas and Mississippi.

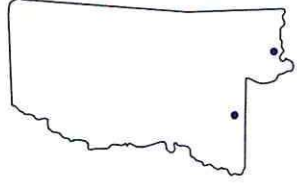
FLORIDA



TEXAS

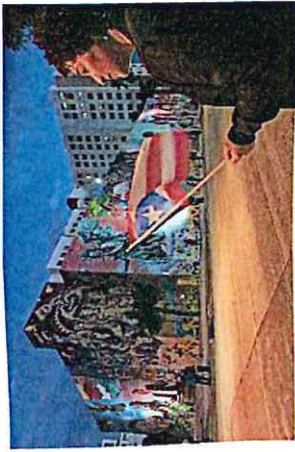


MISSISSIPPI



Amberwood Place	Pinnacle at Hammock Crossing
Amistad	Pinnacle at Hammock Place
Art at Bratton's Edge	Pinnacle at Hammock Square
Barron's Branch	Pinnacle Heights
Bimini Cove	Pinnacle at Magnolia Pointe
Brickell View Terrace	Pinnacle at Mariner's Village
Camacol Tower	Pinnacle at North Chase
Caribbean Village	Pinnacle Palms
Cannery Row at Redlands Crossing	Pinnacle Park
Casañas Village	Pinnacle at Peacefield
Crystal Lake	Pinnacle Pines
Cypress Cove	Pinnacle Place
East Pointe Place	Pinnacle Plaza
Friendship Tower	Pinnacle Pointe
Gibson Plaza	Pinnacle Square
Golden Square and Villas	Pinnacle at Tarpon River
Highland Gardens Phase 2	Pinnacle View
King's Terrace	Pinnacle Village
La Madrid Apartments	Postmaster Apartments
La Venta	Rayos del Sol
LaVida Apartments	Saige Meadows
Landings at East Pointe	Stillhouse Flats
Liberty Pass	Summit Parque
Live Oak Villas I & II	The Corinthian
Los Sueños	The Grove at Sweetwater Preserve
Oakland Preserve	The Roxton
Oak Ridge Estates	The Villages at Tarpon
Old Cutler Village	Tupelo Vue
Orchid Grove	Taylor Grand
Parc Station	Verbena
Pinnacle at Avery Glen	Vista Mar
Pinnacle Cove	





# ART IN PUBLIC PLACES

Pinnacle also transforms communities with our Art in Public Places program, where artwork is donated by the Pinnacle partners to each of its developments. By creating a sense of place and community, there's also an appreciative and more caring attitude by many residents that is reflected in lower maintenance costs and respect for the place they call home. Commissioning unique works of art from large scale murals, sculptures, urban street art to mosaics, Pinnacle engages local artists to create unique designs for each of its properties. Pinnacle has also expanded this program to include community-wide art projects, such as Miami's tallest mural at Pinnacle Heights, the Puerto Rico Hope Mural in Miami's Wynwood community, the mural at Liberty City Police Station in Miami honoring victims of gun violence, and urban murals in Miami's Overtown community.

# PINNACLE IN THE NEWS



Pinnacle's Coraly Rodriguez Named to South Florida Business Journal's 2019 Class



Louis Wolfson III, one of Miami's affordable housing leaders, transforms communities with art



Affordable housing shortage impacting cities across the country.

How to improve America's affordable housing crisis



Pinnacle plans affordable housing on site in Miami-Dade County.



Miami's New Affordable Housing Project Debuts to High Demand



Affordable Housing Leader, Pinnacle, Offers Art In Public Places Around Miami

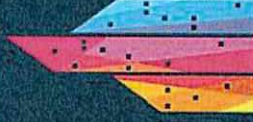
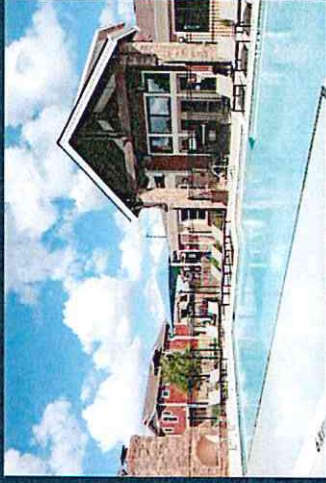


Pinnacle at Hammock Place Reopens after completion of Restoration



Frenchtown apartment complex provides affordable housing.





# PINNACLE

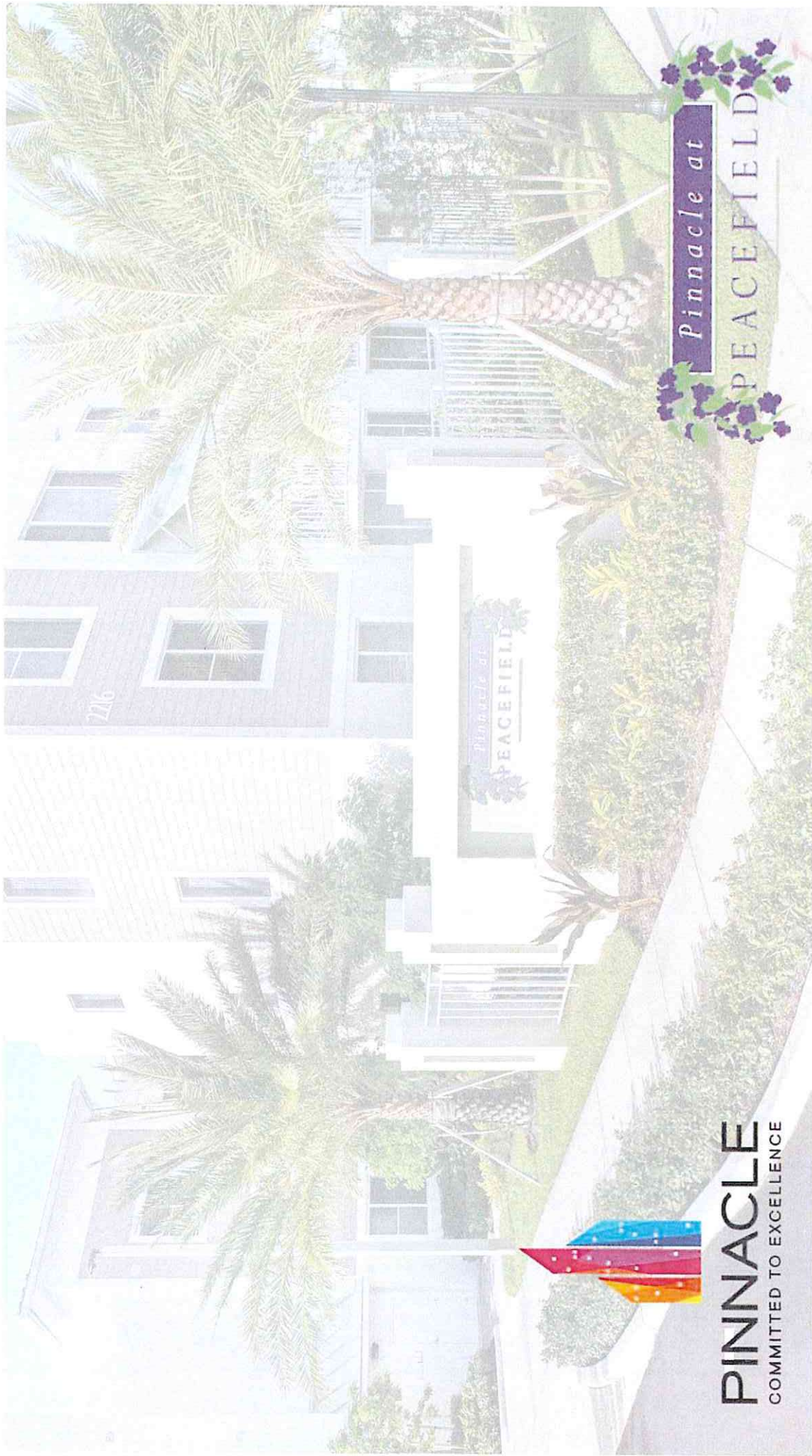
COMMITTED TO EXCELLENCE

For more information, visit [pinnaclehousing.com](http://pinnaclehousing.com)  
or call (305) 854-7100

9400 S. Dadeland Blvd. Suite 100 Miami, FL 33156

Instagram: [@pinnaclehousing](https://www.instagram.com/pinnaclehousing)





*Pinnacle at*  
**PEACEFIELD**

*Pinnacle at*  
**PEACEFIELD**



**PINNACLE**  
COMMITTED TO EXCELLENCE

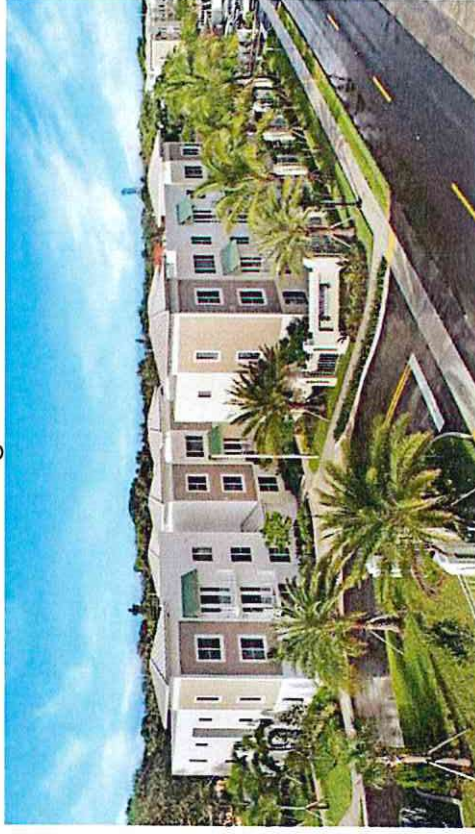


# PINNACLE AT PEACEFIELD

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Named after the ancestral home of one of America's Founding Fathers, John Adams, Pinnacle at Peacefield is a preeminent example of urban in-fill redevelopment as well as a unique public/private partnership 20 years in the making. Newly debuted in Summer 2020, Peacefield offers 120 units of senior housing (age 62+) on land assembled by the City of Hollywood and the Hollywood Community Redevelopment Agency, and offers quality affordable design.

The community contains 72 one-bedroom units and 48 two-bedroom units in three low-rise buildings (three-story, each with an elevator) on Adams Street west of S. Dixie Highway and less than a mile from Hollywood's downtown area and its iconic Young Circle.







## AMENITIES

Pinnacle at Peacefield offers the latest in quality affordable design, and each building has its own dedicated common facilities, including a lounge/meeting space, computer center, outdoor patio, fitness facility and medical evaluation room.



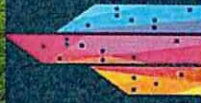


# ART IN PUBLIC PLACES

Pinnacle transforms communities with our Art in Public Places program, where artwork is donated by the Pinnacle partners to each of its developments. By creating a sense of place and community, there also is an appreciative and more caring attitude by many residents that is reflected in lower maintenance costs and respect for their home. Commissioning unique works of art from large scale murals and sculptures to urban street art and mosaics, Pinnacle engages local artists to create unique designs for each of its properties. Pinnacle has also expanded this program to include community-wide art projects, such as Miami's tallest mural at Pinnacle Heights, the Puerto Rico Hope Mural in Miami's Wynwood community, the mural at Liberty City Police Station in Miami honoring victims of gun violence, and urban murals in Miami's Overtown community.

At Pinnacle at Peacefield, local artist Clayton Swartz created and installed colorful custom sculptures in the common areas throughout the property.





PINNACLE  
COMMITTED TO EXCELLENCE

For more information, visit [pinnaclehousing.com](http://pinnaclehousing.com)  
or call (305) 854-7100  
9400 S. Dadeland Blvd. Suite 100 Miami, FL 33156  
Instagram: [@pinnaclehousing](https://www.instagram.com/pinnaclehousing)







# WESTON PARK

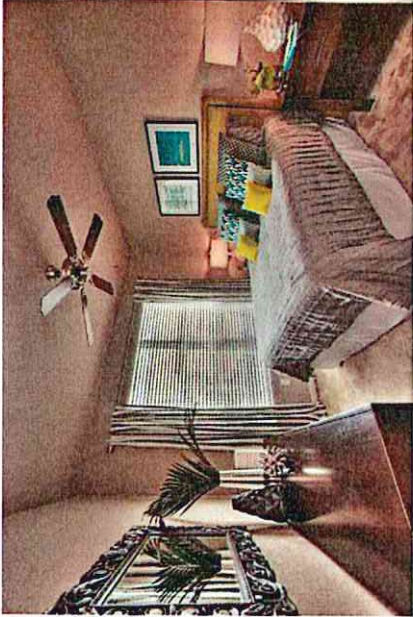
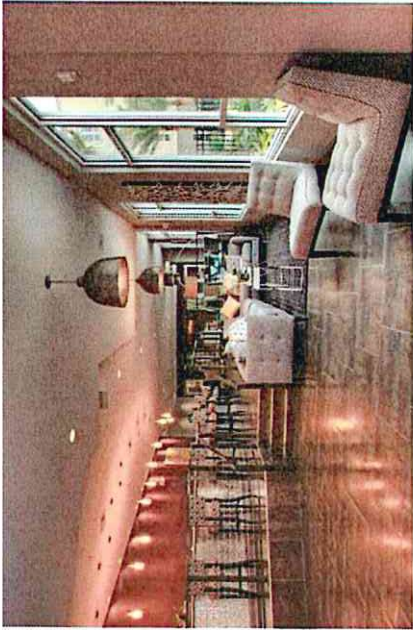
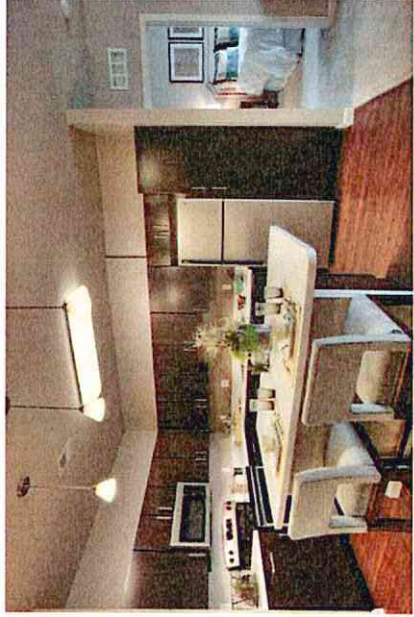
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Settled in the heart of historic downtown Longwood, Weston Park at Longwood Station is a 208-unit market rate community located adjacent to the Longwood SunRail station and centrally located with easy access to major highways to all Central Florida destinations. Longwood and the surrounding communities provide residents with a multitude of shopping, entertainment and restaurant options and experiences including organic grocers, a local apothecary showcasing all-natural products and local brewery with hand crafted beers and wine.

Development Partners include Federal Transit Administration (FTA), Seminole County, Florida Department of Transportation (FDOT), City of Longwood.







## AMENITIES

Weston Park offers the latest in quality market rate design. Amenities on property include controlled key fob building access allows residents 24- hour access of the fitness center, resident wi-fi lounge, coffee bar, game room and onsite climate-controlled storage units. Residents can also enjoy outdoor lounging areas by the pool, grills, firepit and private cabana access.





# WENDOVER

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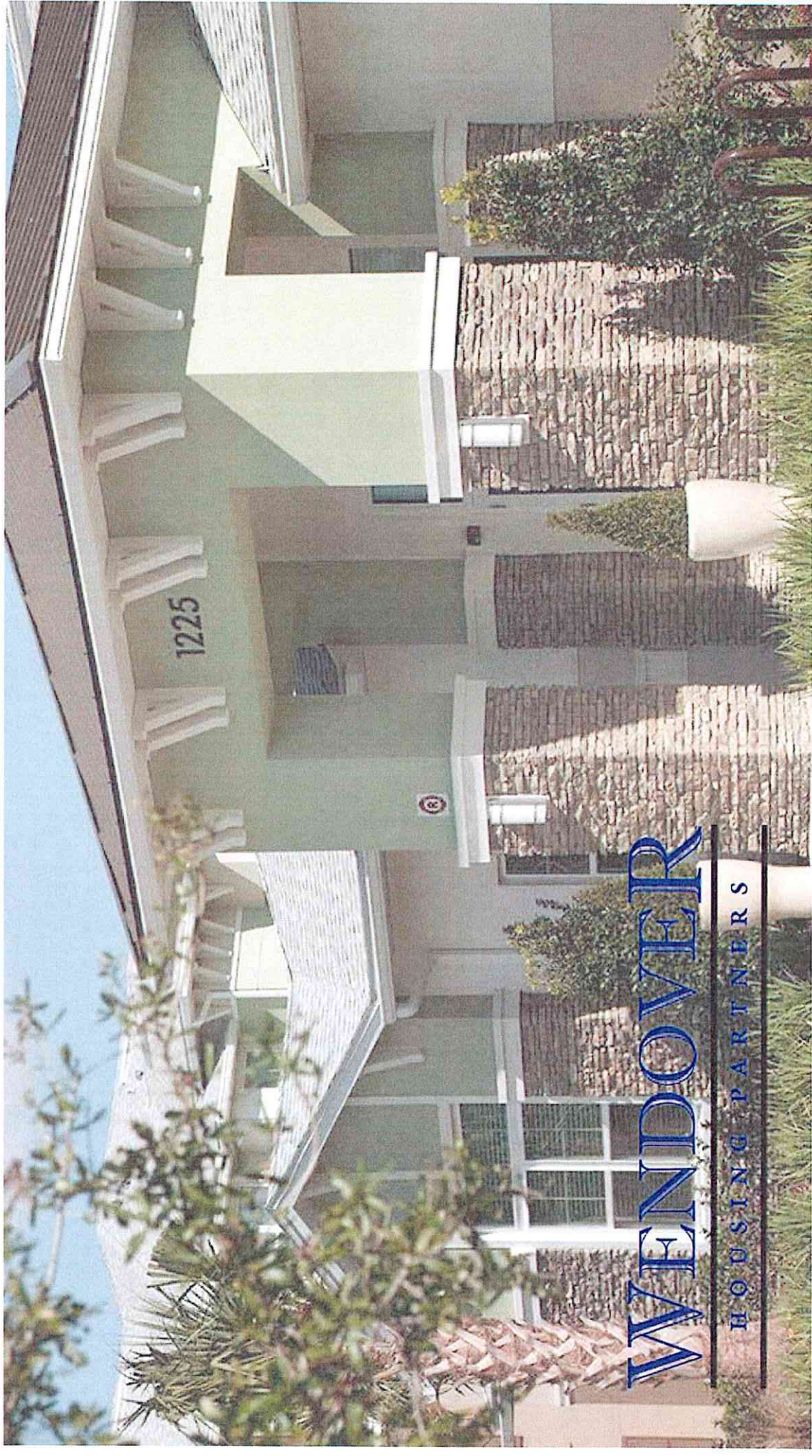
HOUSING PARTNERS

1105 Kensington Park Drive  
Suite 200  
Altamonte Springs, FL 32714

Phone: 407.333.3233

Web: [www.wendovergroup.com](http://www.wendovergroup.com)





WENDOVER

HOUSING PARTNERS



# WELLINGTON PARK

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Wellington Park is a 120-unit affordable housing development for families located in Apopka, Florida. The community offers one, two and three bedroom apartment homes with open floor plans designed for everyday comfort and convenience. Each unit features energy efficient appliances, walk-in closets and spacious galley kitchens with eating bars, as well as window coverings and washer/dryer connections.







## AMENITIES

Wellington Park apartments are centrally located to major highways and public transportation and minutes from entertainment, shopping and schools. Residents enjoy amenities such as a playground for the children, a sparkling pool, garden, clubhouse featuring activity room, fitness facility, business center and gathering area. Spacious and charming apartment homes include fully equipped kitchens with island, paddle fans, blinds and cable connection.





# WENDOVER

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HOUSING PARTNERS

1105 Kensington Park Drive  
Suite 200  
Altamonte Springs, FL 32714

Phone: 407.333.3233

Web: [www.wendovergroup.com](http://www.wendovergroup.com)





## DWIGHT STEPHENSON, FOUNDER & CEO

### CONSTRUCTION EXPERIENCE: 31 YEARS

Dwight co-founded D. Stephenson Construction Inc. with his wife Dinah with a philosophy of providing quality service and products through instilling their own values of honesty and integrity. Dwight provides leadership, control for all field operations and supervision for all projects. Dwight has successfully completed many projects similar in size & scope and provides leadership for all field operations and supervision for all projects. He has a strong client base of repeat clients, including: Broward College, the School District of Palm Beach County, the School Board of Broward County, the City of Lauderdale, including the City Hall - LEED Silver Certified (a 10 year relationship), Broward County- which includes renovations of the Broward County Courthouse and Midrise totaling nearly \$20 million (6 year relationship) and the Fort Lauderdale Hollywood International Airport (7 year relationship). Dwight's role in Quality Control includes ensuring that all D. Stephenson projects adhere to the project specifications and meet or exceed the highest levels of quality in the industry.



### EDUCATION

Social Work and Physical Education  
University of Alabama  
St. Paul's College Honorary Degree-  
Doctor of Humanities

### PROFESSIONAL & COMMUNITY AFFILIATIONS

The Boys and Girls Club, Board  
The Lauderdale Business Alliance  
Together Against Gangs (TAG)  
United Cerebral Palsy, Board  
Florida Fish & Wildlife Conservation  
Commission  
Associated Builders and Contractors  
Dwight Stephenson Foundation

### KEY EXPERTISE

Executive Oversight  
Contract Negotiations  
Quality Control  
Cost Control  
Community Relations

### RELATED EXPERIENCE

New South Bay Villas, South Bay, FL | \$22 Million  
The Retreat at Palm Beach, Palm Beach Gardens, FL | \$7.7 Million  
FMU Residence Hall, Miami Gardens, FL | \$12.7 Million  
Carver Apartments & Shoppes Building, Miami, FL | \$1.2 Million  
Overtown Youth Center, Miami, FL | \$14 Million  
Historic Miramar Public Safety Complex, Miramar, FL | \$8.4 Million  
Jessie Trice Community Health Center, Miami Gardens, FL \$5.9 Million  
Helen Miller Center, Opa-locka, FL | \$2.5 Million  
ULBC Community & Empowerment Center, Fort Lauderdale, FL | \$5 Million  
City of Lauderdale Lakes Library & Community Center, Lauderdale Lakes, FL \$6.2  
Million FMU Athletic & Wellness Education Center, Miami Gardens, FL | \$7.2 Million  
West Palm Beach Fire Station No. 8, Palm Beach Gardens, FL | \$5.4 Million  
FLL International Airport Ramp Rehab., Hollywood, FL | \$4.4 Million  
Broward College Health Sciences Simulator Center, Davie, FL | \$17.7 Million Benjamin  
Franklin K-8 Center Addition, Miami, FL | \$6.9 Million  
Miami Dade County Police Department Academy, Miami, FL | \$3.4 Million  
Boca Raton High School Swimming Pool, Boca Raton, FL | \$2.8 Million





## DINAH STEPHENSON ESQ., FOUNDER & R. VICE PRESIDENT/CAO

**CONSTRUCTION EXPERIENCE: 31 YEARS**

As a Co-founder of D. Stephenson Construction, Inc. Dinah has over 28 years of experience in various aspects of construction and construction management, including contract negotiations, insurance issues, human resources management and development, and overseeing and handling of all legal issues. Dinah is responsible for daily management, including risk management, and general supervision of all administrative and legal functions of the company, including contract administration. Dinah also oversees workers compensation issues, business ethics, employee conduct, policies or issues related to drug and alcohol use, harassment and other personnel issues.

### EDUCATION

University of Miami School of Law,  
Juris Doctorate (J.D.) 1988

University of Alabama, Tuscaloosa, AL  
Bachelor of Science (B.S.) 1981

### PROFESSIONAL & COMMUNITY AFFILIATIONS

The Florida Bar: Member  
City of Delray Beach: Public Employees  
Relations Commission  
Dwight Stephenson Foundation, Co-  
Founder, Board of Directors  
American Diabetes Association -  
Community Leadership Board  
YMCA of Broward County - Association  
Board

### KEY EXPERTISE

Executive Oversight  
Contract Negotiations  
Risk Management  
Community Relations  
Legal  
Human Resources



### RELATED EXPERIENCE

New South Bay Villas, South Bay, FL | \$22 Million

The Retreat at Palm Beach, Palm Beach Gardens, FL | \$7.7 Million

FMU Residence Hall, Miami Gardens, FL | \$12.7 Million

Carver Apartments & Shoppes Building, Miami, FL | \$1.2 Million

Overtown Youth Center, Miami, FL | \$14 Million

Historic Miramar Public Safety Complex, Miramar, FL | \$8.4 Million

Jessie Trice Community Health Center, Miami Gardens, FL \$5.9 Million

Helen Miller Center, Opa-locka, FL | \$2.5 Million

ULBC Community & Empowerment Center, Fort Lauderdale, FL | \$5 Million

City of Lauderdale Lakes Library & Community Center, Lauderdale Lakes, FL \$6.2

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West Palm Beach Fire Station No. 8, Palm Beach Gardens, FL | \$5.4 Million

FLL International Airport Ramp Rehab., Hollywood, FL | \$4.4 Million

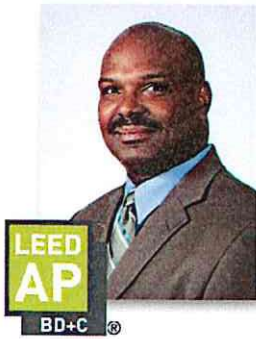
Broward College Health Sciences Simulator Center, Davie, FL | \$17.7 Million Benjamin

Franklin K-8 Center Addition, Miami, FL | \$6.9 Million

Miami Dade County Police Department Academy, Miami, FL | \$3.4 Million

Boca Raton High School Swimming Pool, Boca Raton, FL | \$2.8 Million





## JOSEPH SANCHES, CGC, LEED AP BD+C, PRESIDENT

**CONSTRUCTION EXPERIENCE: 36 YEARS**

Joseph is a results-oriented leader and construction executive with over 35 years of experience successfully managing private and government organizations with program budgets of over \$1 billion. Joseph managed the successful implementation of Palm Beach County School District's 1/2-Cent Sales Tax Referendum which was part of a 10-year \$2 billion capital improvement program. In addition to his private sector experience, he brings 11 years experience in K-12 business operations managing a large staff (almost 3,000 employees), working with principals, interacting with Board Members, fielding questions from the press and presenting to elected officials, oversight committees and the public. He is an active community participant who has been recognized by several prestigious board appointments and awards from local community organizations. Joseph, who is a former member of the Board of Directors for the U.S. Green Building Council, has spoken at dozens of industry conferences including CEFPI, FEPA and the K12 Facilities Summit.

### EDUCATION

MBA in Management

Baruch College, CUNY, New York, NY

BPS in Construction Management

Pratt Institute, Brooklyn, NY

AAS in Construction Technology

New York City Technical College,

Brooklyn, NY

2014 State Requirements for  
Educational Facilities, Florida DOE

### LICENSES & CERTIFICATIONS

Leadership in Energy and  
Environmental Design

Certified General Contractor  
CGC1521515

### KEY EXPERTISE

Executive Management

Quality Control

Cost Control

Budget Estimating

Value Engineering

Constructability Analysis

Scheduling

LEED Expertise



### RELATED EXPERIENCE

New South Bay Villas, South Bay, FL | \$22 Million

The Retreat at Palm Beach, Palm Beach Gardens, FL | \$7.7 Million

FMU Residence Hall, Miami Gardens, FL | \$12.7 Million

Carver Apartments & Shoppes Building, Miami, FL | \$1.2 Million

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West Palm Beach Fire Station No. 8, Palm Beach Gardens, FL | \$5.4 Million

Broward College Health Sciences Simulator Center, Davie, FL | \$17.7 Million Benjamin

Franklin K-8 Center Addition, Miami, FL | \$6.9 Million

Miami Dade County Police Department Academy, Miami, FL | \$3.4 Million

Boca Raton High School Swimming Pool, Boca Raton, FL | \$2.8 Million

Benjamin Franklin K-8 Center Addition & Renovation, Miami, FL | \$6.9 Million

Miami Southridge Senior High School Renovation, Miami, FL | \$4.9 Million





## JULIAN "JAY" ANGEL, VP OF CONSTRUCTION

**CONSTRUCTION EXPERIENCE: 36 YEARS**

Jay is a senior executive with over 30 years of progressive experience in the construction, program, operations and facilities management industry. Jay exercised full operational management of multiple projects including: cost control, scheduling, quality control, safety, engineering administration, purchasing, subcontract administration, estimating and business development. Jay has excellent analytical and problem solving skills with an expert eye for detail. Jay has significant accomplishments in the education, transportation, residential and hospitality market segments. Prior to joining DSC Jay was head of facilities for Martin County Public Schools District and Barry University and managed preconstruction and special projects for a Top 10 construction firm in the country

### EDUCATION

B.S. of Science in Civil Engineering  
Tulane University, Louisiana

### PROFESSIONAL & COMMUNITY AFFILIATIONS

Associated Builders and Contractors  
Former Board Member of  
Construction Association of South FL  
Former Board Member of Associated  
General Contractors  
Former Board Member of American  
Cancer Society, March of Dimes



### RELATED EXPERIENCE

New South Bay Villas, South Bay, FL | \$22 Million

The Retreat at Palm Beach, Palm Beach Gardens, FL | \$7.7 Million

Carver Apartments & Shoppes Building, Miami, FL | \$1.2 Million

Overtown Youth Center, Miami, FL | \$14 Million

Historic Miramar Public Safety Complex, Miramar, FL | \$8.4 Million

Jessie Trice Community Health Center, Miami Gardens, FL \$5.9 Million

Helen Miller Center, Opa-locka, FL | \$2.5 Million

FMU Athletic & Wellness Education Center, Miami Gardens, FL | \$7.2 Million

West Palm Beach Fire Station No. 8, Palm Beach Gardens, FL | \$5.4 Million

Benjamin Franklin K-8 Center Addition, Miami, FL | \$6.9 Million

Miami Dade County Police Department Academy, Miami, FL | \$3.4 Million

City of Coconut Creek Fire Station No. 50, Coconut Creek, FL | \$4.9 Million

American Senior High School, Miami, FL | \$5.5 Million

West Lakes Preparatory Academy Phase 2B, Miami, FL | \$5.3 Million





Melrose Elementary School, Miami, FL | \$4.8 Million

### KEY EXPERTISE




Executive Oversight  
Contract Negotiations  
Quality Control  
Cost Control  
Estimating  
Project Management  
Educational Facilities



## Recent Representative Projects

Name and Location of the Project	Firm's Rep.	Project Owner Address	Project Rep. Address	Completion Date	Size of Project	Cost of Project	Project Description	Work	Present Status	Firm's Project Manager and other Key Professionals	
New South Bay Villas South Bay, FL NEW CONSTRUCTION RENOVATION	CM@Risk	New South Bay Villas, Ltd. 3432 W. 45 <sup>th</sup> Street WPB, FL 33407	Same as Owner	12/2018	126,123SF	\$22M	D. Stephenson Construction provided construction management services for the New South Bay Villas, Ltd. The project consisted of the new construction of 8 - 2 story buildings with 24 - 3 bedroom apartments, 40 - 4 bedroom apartments and 2 - 1 bedroom apartments totalling 91,491 square feet. These buildings are cast in place concrete on auger cast piles, reinforced masonry, hollow core plant floors and wood truss roof systems. New mechanical systems and finishes throughout. The project also included the construction of a new 1 bedroom maintenance building and manager's apartment, a laundry / gym building, a new recreation shelter, a new splash pad, and the remodeling of the existing community center. The project also consisted of the renovation of six existing buildings totalling 34,632 square feet with 44 - 2 bedroom units and 4 - 3 bedroom units. These buildings were a complete gut-out remodel with new roof trusses and roofing, exterior windows and doors, new finishes and complete new MEP systems.	Manager/ Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches Jay Angel Jesse Iguineta Kofii Ayi	
The Retreat at Palm Beaches Lakewood, FL NEW CONSTRUCTION	CM@Risk	Coal Lake Worth	Peter Schorr 855-859-8810	5/2016	53,800SF	\$7.7M	D. Stephenson Construction provided Construction Management at Risk Services for the new construction of The Retreat at Palm Beach. The project included the new construction of two buildings totaling approximately 53,800 square feet. The facility includes a swimming pool, gymnasium, a dining room, a commercial kitchen, therapy rooms and recreational facilities. The main building includes 107 luxury beds. The second building is used for medical offices, administration and other support functions.	Manager/ Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches Jay Angel	
Sugar Hills Apartments Miami, FL NEW CONSTRUCTION	CM@Risk	New Urban Development 8500 NW 25 <sup>th</sup> Ave. Miami, FL 33147	Same as Owner	9/2013	12 two story	\$12M	DSC as Construction Manager as Adviser was instrumental in facilitating extraordinary complex issue resolutions to many matters belonging to Owner, Design Team, Construction Forces, and governing agencies, that helped to reinvigorate project momentum towards completion and occupancy of all 13 buildings. Rehabilitation/Modernization of an affordable apartments/housing complex for the Urban League of Miami/New Urban Development in a high density apartment house district, consisting of "gutting" the interiors, fully rehabilitating the structural shells, and newly re-constructing the interiors of all (12) two-story buildings ultimately providing 132 units, covering approx. 120,000 s.f.; new construction of a single story Management Building of approx. 1,700 s.f.; housing the leasing offices, laundry and mail facilities and lobby; completely new reconstruction of site development conditions for paving, parking, irrigation and landscaping. Mix of public-private funding including Federal NSP grant funds, Davis/Bacon wage act compliance.	Manager/ Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches	
Henrietta Townhomes West Palm Beach, FL NEW CONSTRUCTION	CM@Risk	New Urban Community Development Corp. 1700 N. Australia Ave. WPB, FL 33407	Chris Plummer Same as Owner	6/2010	16,000SF	\$2.5M	D. Stephenson Construction provided design and construction management services for this 11 unit project for the New Urban Community Development Corp. Beach County. The scope of services included construction and project closeout services. The 2.5 Million Dollar development began in September 2009 and was completed in March 2010 which included 11 Townhomes comprised of 2, 3 and 4 bedroom units. The units included ceramic tile floors, impact windows, centrally monitored security system, French Doors, and new appliances.	Manager/ Supervise	Completed	Dwight Stephenson Dinah Stephenson	

## Recent Representative Projects






Name and Location of the Project	Firm's Rep.	Project Owner Address	Project Rep. Address	Completion Date	Site of Project	Cost of Project	Project Description	Work	Present Status	Firm's Project Manager and other Key Professionals	
<b>Overtown Youth Center</b> Miami, FL NEW CONSTRUCTION AND RENOVATION	CM@Risk	450 NW 14th St Miami, FL 33136	Same as Owner	12/2021	51,200 SF	\$14M	D. Stephenson serves as the CM@R for the complete renovation and additions to The Overtown Youth Center. The proposed work to the youth center will include its re-positioning as a state of the art facility where children can learn and grow in a comfortable environment. The project consists of the demolition and redevelopment of the existing Overtown Youth Center structure. The planned new construction is approximately 51,200 SF of up to 4 stories with a rooftop, interior buildout renovations with exterior improvements of hardscape and landscape, inclusive of all ADA requirements.	Manage/ Supervise	5% Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches Jay Angel	
<b>Historic Miramar Public Safety Complex</b> Miramar, FL NEW CONSTRUCTION	CM@Risk	City of Miramar Daryl Johnson	Same as Owner	10/2020	53,800SF	\$8.4M	D. Stephenson serves as the CM@R for the construction of the Historic Miramar Public Safety Complex project. This project consists of the new construction of a 24,000 SF police sub-station. When complete, the facility will feature a crime scene lab, a SWAT briefing room, and community meeting rooms and 24 police officers will be stationed at the complex.	Manage/ Supervise	9% Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches Jay Angel Stan Francis Steve Carlstedt	
<b>Jessie Trice Community Health Center</b> Miami Gardens, FL NEW CONSTRUCTION	CM@Risk	Jessie Trice Community Health Systems 5607 NW 27th Ave Miami, FL 33142	20612 NW 27th Ave Miami Gardens, FL 33056	10/2020	15,000 SF	\$5.9M	D. Stephenson serves as the CM@R for the construction of the Jessie Trice at Miami Gardens Community Health and Wellness Center will be approximately 15,000 SF one story building housing (4) separated clinics: Primary Care for Adults (4 exam rooms), Pediatric Services (4 exam rooms), Dental Center (4 Operatories), OB/GYN (4 exam rooms). All four (4) clinics will operate independently with their own waiting areas and registration desks. The main entrance lobby will provide access to all clinics and common areas. The common areas will include Laboratory services, administrative offices, employee lounge, conference room, multipurpose room, electrical/mechanical, and storage rooms.	Manage/ Supervise	75% Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches Jay Angel	



## Recent Representative Projects






Name and Location of the Project	Firm's Rep.	Project Owner - Address	Project Rep. Address	Completion Date	Size of Project	Cost of Project	Project Description	Work	Present Status	Firm's Project Manager and other Key Professionals
University of Miami Interiors Renovations Miami, FL RENOVATIONS	CM@Risk	University of Miami 1400 NW 10 <sup>th</sup> Avenue Dominion Tower Roof Garden Miami, FL 33136	Same as Owner	1/2012	13,000SF	\$600k	D. Stephenson Construction, Inc. provided Construction Management at Risk Services for the University of Miami 13,000 SF office building. The project included renovations for floors 11 and 12 including offices, conference rooms, reception areas and break rooms. The construction was performed while the facility remained fully operational. This was a fast track project, completed on time and within budget.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson
Urban League of Broward County Fort Lauderdale, FL NEW CONSTRUCTION	CM@Risk	Urban League of Broward County 11 NW 26th Ave. Fort Lauderdale, FL 33311	Germaine Smith-Baugh Same as Owner	4/2012	4,200SF	\$5M	The center includes private rooms for one-on-one counseling on special services, a 4,200-square-foot multi-purpose room that could be sectioned into four smaller rooms, a small training center and a bank of computers in a lab equipped with Wi-Fi, etc.	Manage/ Supervise	Completed	Dwight Stephenson Steve Carlsedt
SBBC Hurricane Wilma Repairs Various locations NEW CONSTRUCTION	CM@Risk	SBBC 1643 N. Harrison Parkway Bldg. H Sunrise, FL 33323 P 754-321-1624 F 754-321-1683	Same as Owner	12/2008	Various	\$4.8M	Provided services for over \$4.8M in repairs for SBBC due to damages sustained from Hurricane Wilma. Repairs included various renovations, replacing drywall, acoustical ceilings, acoustical tiles, vct replacements, HVAC and electrical replacements and roof replacements for over 50 k-12 educational facilities. Restored all surfaces impacted to match original conditions. Occupied Campuses.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson
City of Boca Raton PSIMS Center Boca Raton, CFL RENOVATION	CM@Risk	City of Boca Raton Boca Raton, FL	Same as Owner	1/2017	12,500SF	\$2.1M	D. Stephenson Construction, Inc. provided Construction Management at Risk Services for the City of Boca Raton interior buildout of their Public Safety Information Management System (PSIMS) center. The scope of work included build out of 12,500 sf including interior finishes, MEP systems and new security devices and systems integrated into existing building security system. All work was thoroughly coordinated as the City maintained occupancy throughout construction.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanchez
Broward College International Education Bldg. 32 - 6 <sup>th</sup> Floor Fort Lauderdale, FL RENOVATIONS	CM@Risk	Broward College 3501 Davie Road Davie, FL 33314	Same as Owner	8/2016	11,200SF	\$413K	D. Stephenson Construction, Inc. provided Construction Management at Risk Services for the renovation of Broward College International Education Institute. The scope of work included demolition, drywall, painting, flooring and MEP systems modifications.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanchez Jay Angel
Broward College Graphic & Arts Studio Bldg. 32 - 3 <sup>rd</sup> Floor Fort Lauderdale, FL RENOVATIONS	CM@Risk	Broward College 3501 Davie Road Davie, FL 33314	Same as Owner	7/2015	11,200SF	\$534K	D. Stephenson Construction, Inc. provided Construction Management at Risk Services for the renovation of Broward College Graphics and Studio Arts Building. The scope of work included demolition, drywall, glazing, flooring, painting and MEP system modifications.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanchez Jay Angel

## Recent Representative Projects

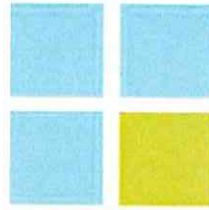
Name and Location of the Project	Firm's Rep.	Project Owner Address	Project Rep. Address	Completion Date	Size of Project	Cost of Project	Project Description	Work	Present Status	Firm's Project Manager and other Key Professionals	
<b>Dan Marino Foundation Vocational College</b> Fort Lauderdale, FL  RENOVATIONS	CM@Risk	Dan Marino Foundation 400 N. Andrews Ave. Ft. Lauderdale, FL 33301	Mary Parlin Same as Owner	12/2013	16,400SF	\$1.2M	D. Stephenson Construction, Inc. provided Construction Management at Risk services for the new Dan Marino Foundation Vocational College. The scope of work included site, interior, exterior, building envelope, and MEP&FP. The project consisted of the renovation and fit-out of the First & Second Floors for educational programs that will include the addition of a new internal stair between levels 1&2 only. The existing exterior egress stair required renovations and upgrades. The existing elevator cab received new finishes and upgrades. New mechanical, electrical, plumbing and fire protection on Levels 1&2 supplemented limited existing conditions. The exterior of the building received upgrades and modifications to accommodate new canopies and awnings. Full site improvements, sidewalk, and limited utility modifications are included in the project.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches	
<b>Miami Dolphins Locker Rooms</b> Miami Gardens, FL  RENOVATIONS	CM@Risk	Miami Dolphins 7500 SW 30 <sup>th</sup> Street Davie, FL 33314	Bill Galante Same as Owner	3/2012	4,200SF	\$731K	D. Stephenson Construction in association with Herman Construction provided Construction Management Services for the Miami Dolphins Training Facility Locker Renovations. For phase one the scope included doorway and interior wall renovations, remove, raise and replace with upgraded materials the carpet flooring, repaint entire space and added stained wood wall base. For phase two the scope included the removal and replacement with upgraded, 80 custom designed state of the art player locker with storage cabinets, first-ever-known mechanical ventilated shoe drawers and shoulder pad cabinets. This project was a fast track project in which we could only execute construction during periods of time when the players were not regularly schedule to be at camp.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches	
<b>Miami Dolphins Player's Corridor</b> Miami Gardens, FL  NEW CONSTRUCTION	CM@Risk	Miami Dolphins 7500 SW 30 <sup>th</sup> Street Davie, FL 33314	Bill Galante Same as Owner	6/2012	1,570SF	\$800K	D. Stephenson Construction in association with Herman Construction provided Construction Management Services for the Miami Dolphins Player's Corridor Improvements. The scope for this project included demolition of existing acoustical ceiling, raised HVAC and electrical systems, upgraded 2 X 4 acoustical ceilings to X 4, upgraded fire alarm detection and notification system, and helped to coordinate the removal of player collage murals and installation of Hall of Fame Player Tribute Plaques with stained wood backboard mounts. This project was a fast track project in which we could only execute construction work during periods of time when the players were not regularly schedule to be at camp.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches	
<b>NFL YET Center</b> Miami, FL  RENOVATIONS	CM@Risk	Gwen Cherry Park Foundation 7090 NW 22 <sup>nd</sup> Ave. Miami, FL 33147	H.T. Smith Same as Owner	2/2011	5,000SF	\$3M	D. Stephenson Construction, Inc. provided CM at Risk services for the NFL Yet Center renovations. The renovations took place at the Southwest corner of the building adjacent to the gymnasium and features two classrooms, media rooms, administrative office and restrooms, and will face an outdoor breezeway. The project was constructed an occupied Recreational Facility & Park.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson	
<b>Boca Raton High School Swimming Pool</b> Boca Raton, FL  NEW CONSTRUCTION	D/B	The School District of Palm Beach County 3661 Interstate Park North, Ste. 209 Riviera Beach, FL 33404	Chip Gauthier Same as Owner	2/2011	27 yard by 50m	\$2.8M	D. Stephenson Construction, Inc. provided Design/Build build services to the School District of Palm Beach County for the construction of the Boca Raton High School Swimming Pool. The scope included 25 yard by 50 m USAS certified competitive swimming pool with dive well, a 3 meter and two 1 meter diving boards. Pool facility support building with boys and girls changing/restrooms as well as pool equipment, storage/pool office, custodial and electrical rooms. Site utilities and services including electric, domestic water, sewer, site drainage, under-pool dewatering, intercom, fire alarm/smoke detection, lightning protection, ITV and dedicated emergency phone were provided as well as provisions for intrusion detection, video surveillance, access control and public address/communications systems.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson	



## Recent Representative Projects

Name and Location of the Project	Firm's Rep.	Project Owner Address	Project Rep. Address	Completion Date	Size of Project	Cost of Project	Project Description	Work	Present Status	Firm's Project Manager and other Key Professionals	
City of Lauderdale Hall Lauderhill, FL NEW CONSTRUCTION	CM@Risk	City of Lauderdale 5581 W. Oakland Park Bldg. Lauderdale, FL 33313 PH 954-730-3003	Charles Faranda Same as Owner	11/2009	42,500SF	\$12.3M	Project entailed the removal and replacement of the entire curtain wall system. This building contains the most sensitive information stored by the courts and again our work completed our work while adhering to and enhancing all security procedures. Additional projects include the judge's elevators, the law library, public defender's office and prosecutor's office space. The D. Stephenson team coordinated all the work with the County to ensure there were minimal interruptions to the daily activities of the county staff.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson	
Broward College Health Sciences Simulator Center Davie, FL NEW CONSTRUCTION	CM@Risk	Broward College 3501 SW Davie Road Davie, FL 33314 PH 954-201-4592	Deborah A. Czubkowski Same as Owner	8/2014	65,000SF	\$17.7M	The scope includes the new construction of 7 state-of-the-art labs, which are equipped with human patient simulators and bedside computers; specialized hospital equipment specific to the function of each lab; Internet access; digitalized video; recording cameras and TV monitors; computer assisted instructional software / and or other interactive software. The labs are designed to replicate realistic practice settings and have an EMS ambulance bay, and emergency Department, Critical Care units, Medical-Surgical unit, Trauma/Operating/Dental Room, and a Labor and Delivery/Neonatal Intensive Care / Pediatric unit; and open lab space to conduct large clinical drills, as well as, debriefing rooms, storage space, and video recording control rooms. Each patient care unit accommodates 6 students and an instructor, and have an adjoining control room and storage space. This is a <b>LEED Gold</b> project.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches	
Miami Dolphins Suite Renovations Miami Gardens, FL RENOVATIONS	CM@Risk	Miami Dolphins 7500 SW 30th Street Davie, FL 33314	Bill Galante Same as Owner	8/2015	118,600SF	\$4M	D. Stephenson Construction provided Construction Management at Risk services for the Miami Dolphins Stadium Renovations. The scope included buildout of the North, East and West clubs which contain bars, lounges, restrooms and catering. The project had to be completed within four months in between football season. The design incorporated high end finishes including wall paper, imported tiles and Level 5 drywall finishing.	Manage/ Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches	
Helen Miller Community Center Opa-locka, FL NEW CONSTRUCTION	DB Service	City of Opa-locka 780 Fisherman Street 4th Floor Opa-locka, FL 33054 P 954-549-7404	Erskin Howard Same as Owner	10/2013	6,000SF	\$2.5M	D. Stephenson Construction, Inc. provided design build services for the new construction of the City of Opa-locka's Helen Miller Center at Segal Park. The scope included demolition of the existing building, design and construction of a new two story energy efficient building approximately 6,000SF at the same location of the previous building. Due to restrictions on the grant funding the project had to be completed within a very short window. The site was complicated by poor soil conditions requiring piles. The Helen Miller Center provides offices for the Parks and Recreation Department and a community center for the surrounding neighborhood.	Manage/Supervise	Completed	Dwight Stephenson Dinah Stephenson Joseph Sanches	
FMU LIVING & LEARNING RESIDENCE HALL Miami Gardens, FL ADDITION	D/B	FMU 15800 NW 42nd Ave. Miami Gardens, FL 33054 P 305-626-3766 F 305-626-3777	David Jacarino Same as Owner	8/2011	121,986SF	\$12.8M	Components include: design, approval processing, infrastructure and unit construction of rooms, Multi-Function Reception, Room with Kitchen, Recreation & Game Room, Fitness Room, Computer Rooms, a Media Room, and a Class Room for up to 35 students, Student Lounges, Laundry and Vending Rooms. All main entrances, emergency exits, hallways and roof access doors will be wired for surveillance cameras.	Manage/Supervise	Completed	Dwight Stephenson, QA	

## RICHARD JONES



## ARCHITECTURE



**Richard C. Jones, AIA, NCARB**  
**Richard Jones Architecture Inc.**  
**10 SE First Avenue**  
**Delray Beach, Florida 33444**  
[www.rjarchitecture.com](http://www.rjarchitecture.com)

### Academic Background

New Jersey School of Architecture at NJIT,  
Master of Architecture 1995

### Professional Registrations

State of Florida (active)  
State of Maryland  
State of Tennessee

State of North Carolina  
State of South Carolina  
State of Georgia

### Professional Affiliation

American Institute of Architects (AIA)  
National Council of Architectural Registration Boards (NCARB)

### Relevant Experience

Rich has been practicing in the field of architecture for 25 years. He specializes in Multi-Family / Mixed-Use / Commercial and Residential Architecture including Condominiums, Townhomes, Rental Apartments, Workforce/Affordable Housing and Green Communities. His combination of leadership qualities, creative talent, and attention to detail has led to many successful award-winning projects.

### Some of Rich's Multi-Family career design work includes:

- Aura Delray Beach, Delray Beach, FL
- Sonoma Hills, Orange County, FL
- 111 First, Delray Beach, FL
- Sofa Delray, Delray Beach Beach, FL
- Renaissance Commons, Boynton Beach, FL
- Chelsea Parc, Davie, FL
- Jefferson at Camino Real, Boca Raton, FL
- Jefferson at Flagler, West Palm Beach, FL
- Jefferson Imperial River, Bonita Springs, FL
- Marina Gardens, Palm Beach Gardens, FL
- Mariners Club, Key Largo, FL
- Shalimar, Davie, FL
- Avery Glenn, Sunrise, FL
- Seagate Yacht Club, Delray Beach, FL
- Quantum Lakes Villas, Boynton Beach, FL
- Phillippi Landings, Sarasota, FL
- Delray Station, Delray Beach Beach, FL
- The Preserve at Celebration, Celebration, FL
- Marsh Harbour, Riviera Beach, FL
- Boardwalk Apartments, Davie, FL
- Ocean Mall, Singer Island, FL
- Tradition at Kendall, Kendall FL
- Independence Apartments, Orlando, FL
- The Stirling, Dania Beach, FL

### RICHARD JONES ARCHITECTURE INC.

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ARCHITECTURE

PLANNING

INTERIORS

GREEN DESIGN



### *11. Development Feasibility Using Other Conventional Financing Sources; Timing of Sources*

If not selected for the Local Government Area of Opportunity Funding, Berkeley Landing would not be competitive for 9% Housing Tax credits this year, as Florida Housing will select a development for financing with this designation. At this time, there are no other financial layering alternatives that are available utilizing tax credits, due to HUD's elimination of a large swath of the City of Riviera Beach, including the site of Berkeley Landing, from its list of "Qualified Census Tracts." The loss of this designation means that the necessary 30% "basis boost" to make developments such as this viable in urban areas is not automatically available, and only can be remedied by obtaining the basis boost through the Local Government Area of Opportunity designation provided by Florida Housing. Therefore, we could not raise sufficient tax credit equity to seek alternative financing sources such as tax-exempt bonds or SAIL funds. Additionally, conventional financing is not available due to the more restrictive covenants and conditions required by conventional lenders, namely the need to achieve higher rents in the market than the development could bear.

*12. Alternate Sites Considered away from Broadway Corridor or Elsewhere in Palm Beach County*

We consider the Broadway corridor an excellent redevelopment opportunity and it has been our sole focus in the near term, both within the City of Riviera Beach and Palm Beach County as a whole. Both Pinnacle and Wendover affirm that we have no other planned or pending developments in the City or County which we intend to submit in RFA 2020-202 which would compete or conflict with Berkeley Landing if we are selected for Local Government Area of Opportunity funding by the City.



### *13. Consideration for Near Market Rate & Market Rate Units*

The Berkeley Landing team's stated goal is to achieve a wide income spectrum. Thus, our unit mix is top-heavy with market rate equivalent units. The exact unit mix and proposed rents are a result of Pinnacle/Wendover's extensive analysis, including the engagement of a market study completed by Zillah Tarkoe Associates. The market study concluded that achievable market rents in Riviera Beach are equivalent to the 80% median income level of Palm Beach County (\$56,240 in median income for a 2-person household, \$70,240 for a 4-person household). This income level is considered market rate/workforce and targets a demographic commonly underserved by quality rental housing. Specifically, the demographic includes essential services personnel such as healthcare workers and first responders, teachers, government workers, skilled labor, and young professionals.

Berkeley Landing will include 25 tax-credit funded units at the 80% Area Median Income level, with rents equivalent to market rate (see table in question #1). In addition, there will be two live/work units with no income or rent restrictions.

With the possible consideration by the City of amendments to the existing zoning code that might permit more height on this site, the Berkeley Landing team is willing to consider a yield of more total units, include additional units which could be non-income restricted and subject to further market analysis.

#### *14. How Will Development Spur Revitalization and Other Development*

Berkeley Landing will be catalytic in spurring redevelopment of the Broadway corridor. We are certain of this based up Pinnacle's and Wendover's past experiences in developing high-quality, best-in-class affordable communities. We outline these expectations below:

1. The design approach with cutting-edge buildings with public plazas and other inspiring features creating a feeling of activity on Broadway, will inspire others to develop on the corridor, just as the new Marina and the new D.R. Horton townhome development have further inspired us to invest. Development tends to have a snowball effect, and once it starts, it is hard to stop, especially in a waterfront community as desirable as Riviera Beach.
2. Affordable housing is often a catalyst in and of itself and the "first-in" development which leads to more. This has been proven to be the case in cities large and small. Case study – in 2000, the Wynwood neighborhood in Miami was stagnant, with no significant development in nearly 20 years. Pinnacle built its first high rise community, called Pinnacle View, followed by two more communities in the Wynwood/Arts District later in the decade. These investments served as a catalyst for more investment today.
3. Existing property owners will take notice of the quality standard set by Berkeley Landing and make capital improvements to their properties. We experience this in every Wendover and Pinnacle development venture – other property owners and landlords respond to our communities by "upping their game."
4. Our public plazas along Broadway especially will provide a destination feel to the corridor. It will inspire others to follow our lead and create their own unique features.
5. Berkeley Landing will generate at least \$125,000 per year in ad valorem taxes, affording the CRA a vital tax increment to then reinvest in other worthy developments.
6. Spin off investment, revenue to the City and employment will follow. The National Association of Home Builders routinely studies local benefits of a typical 100-unit affordable housing development. They have found that "the estimated one-year local impacts of building 100 apartments in a typical family tax credit development include \$7.9 million in local income, \$827,000 in taxes and other revenue for local governments, and 122 local jobs. These are local impacts, representing income and jobs for local residents, and taxes (and other sources of revenue, including permit fees)...the additional, annually recurring impacts of building 100 apartments in a typical family tax credit development include \$2.4 million in local income, \$441,000 in taxes and other revenue for local governments, and 30 local jobs. These are ongoing, annual local impacts that result from the new apartments being occupied, and the occupants paying taxes and otherwise participating in the local economy year after year." Berkeley Landing will be a boon to the local economy, creating more business and more development.



*15. List of Amenities, and Amenities Offered to Development's Residents and the Broader Community*

We list below the amenities to be provided at Berkeley Landing, as previously outlined in Section 7 above:

Site Amenities:

- Theater Room/Multi-Purpose Facility/Community Meeting Room
- Library/Cyber Lounge with Computer Workstations
- Sparking, centrally-located resort-style swimming pool
- Free Community Wi-Fi
- Fitness Center with both fixed equipment and programmable Wellbeats system offering virtual yoga, Pilates and other training classes
- Community Room, made available to residents (also available for local community and civic group uses at no charge and upon request/reservation)
- Outdoor recreation including a covered pavilion with a wet bar, BBQ area and playground
- Electronic surveillance throughout with high definition, night vision cameras, with web-enabled monitoring with a DVR function that can be accessed by Riviera Beach Police
- Controlled access through a key fob system into residential buildings and common areas
- "Touchless" operations on common elements (and/or anti-viral surfaces such as copper) for entry doors, bathrooms and elevators to the greatest extent possible

General Operational Features and Amenities:

- Durable hard-surface countertops and floors throughout
- Impact-resistant windows and doors throughout
- Builder grade PVC blinds or solar shades for each window
- Island kitchens in 2 and 3 bedroom units
- Video and internet access in each unit, with a variety of platforms offered (AT&T TV, Xfinity, etc.)
- USB ports/plugs on kitchen countertops and in master bedrooms
- Full-size range, oven and microwave in all units
- Bathtub with shower in at least one bathroom of every unit
- Washers and dryer hookups in every unit (with high efficiency equipment available to rent at an additional charge)
- Pest control included in rent

These amenities are available to all residents. With respect to amenities available to the larger community:

1. We will make our Community Meeting Room accessible for scheduling meetings for the greater community, including local community associations, civic groups, the CRA, and any public purpose organization providing human services to the community.
2. We will coordinate with these organizations for providing public notice of the resident and community service training sessions outlined in Section 6 of this response, such that we can accommodate the public above and beyond our resident population based on availability.
3. We propose that our public plazas, public art and hardscape be dedicated to the city and made available for the use and enjoyment by the public, and Berkeley Landing will enter into a license and maintenance agreement to maintain these public spaces on the City's behalf and for the benefit of the community.



## 16. Anticipated Timeline for Development

Berkeley Landing's schedule is largely dependent upon the award of Housing Tax Credits by Florida Housing Finance Corporation, and the completion of the post-final raking appeals process they are compelled to conduct pursuant to the Florida Administrative Code. The timeline for the application cycle process for RFA 2020-202 is as follows:

- RFA due date: 10/20/2020
- Review Committee Scoring and Recommendations: 11/17/2020
- Board of Directors Approval of Funding Recommendations: 12/4/2020

However, the post-final ranking appeal process may take three to five months, so a reasonable expectation is that if Berkeley Landing is selected for funding, it will be invited into the credit underwriting process with Florida Housing by May 1, 2021.

We will have begun work on design, entitlements and financing even before the appeals process completes if we are in the funding range. Our schedule, based on best efforts, is below:

<i>Task</i>	<i>Date</i>
Submittal for site development plan approval	7/1/2021
Construction/working drawings 50% complete	11/1/2021
Site development plan approval	12/15/2021
Working drawings 95% complete, submitted for permit	1/15/2022
Firm debt and equity commitments secured	2/1/2022
Construction contract signed	2/15/2022
Credit Underwriting with FHFC complete	3/10/2022
Permits obtained	5/15/2022
Closing on financing (incl. city funds)	6/10/2022
Notice of commencement issued	6/15/2022
Leasing commences	2/1/2023
First building complete	5/1/2023
First move-ins	6/15/2023
Substantial completion	9/30/2023
100% lease-up achieved	12/31/2023

### *17. Benefits to the Community*

The City of Riviera Beach is centrally located at the heart of Palm Beach County, between the higher income areas of West Palm Beach and North Palm Beach/Palm Beach Gardens. With its close proximity to Palm Beach County's centers of employment and tourism, its unparalleled waterfront and inland recreational centers, and with the fantastic efforts by the CRA and City in redeveloping the City's Marina, not to mention the ever-expanding Port of Palm Beach, Riviera Beach is poised for a period of dynamic growth and prosperity. The current population of Riviera Beach is estimated at nearly 40,000, with a median household income of approximately \$29,000, compared to that of approximately \$53,000 county-wide. An estimated 40% of the property within the CRA is vacant or derelict. Riviera Beach has a 65% residential rental rate due to the lack of new housing construction in the City over the past 20 years. As a result, the lack of affordable rental housing has been singled out as the greatest challenge currently facing the city, and with that, there needs to be both quality rental housing and an emphasis on growing the pool of homeowners in the City.

Berkeley Landing can assist in reversing these trends as the City's first meaningful residential development in the CRA/Broadway corridor, delivering the following benefits:

- Enhancing the working waterfront
- Attracting new residents to the City and elevating the quality of housing for existing residents
- Creating both construction and permanent jobs
- Providing a catalyst for future residential investment and development
- Empowering a base of future long-term City homeowners through Homeownership Opportunities
- By removing living expense burdens on existing residents of Riviera Beach through the offering of affordable rents, discretionary income will nearly double, allowing for more commerce at local businesses
- Expanding the tax base, allowing for the CRA to capture this tax increment to invest in more change-making development



*18. Developer Leveraging, Contribution vs. Percentages of Funding and City's Contribution vs. Total Development Cost*

Berkeley Landing will be an approximately \$30.5 million development, resulting in 110 residential units in a mixed-income, mixed-use facility. The City's contribution of \$640,000 will achieve a leveraging ratio of \$1 in City funds for every \$48 of financing from other entirely private resources. There is no doubt given the qualitative value of the improvements and the socio-economic impacts to the City and its citizens, that this is a wise investment of public resources.

Moreover, the City's investment will directly leverage an annual allocation of Housing Tax Credits by Florida Housing Finance Corporation in the amount of \$2,375,000, as a result of the City granting Berkeley Landing the "Local Government Area of Opportunity" designation, which in turn will be syndicated to an investor to raise over \$21.8 million of investment equity, all of which must be guaranteed for completion and compliance by Pinnacle and Wendover. The leverage ratio of City funds to this equity raise will be \$1 in City funds for \$34 in equity.

Balancing the sources and uses for the development to make it viable requires that Pinnacle and Wendover defer \$2 million of its developer fee. The leverage ratio is \$1 in City funds for every \$3.12 of developer funds.

The City's investment in Berkeley Landing greatly enhances the City's "triple bottom line": by investing in quality real estate, the welfare of its citizens, and in a greener community since Berkeley Landing will be an energy efficient and NGBS-certified Silver community.

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FL("THE CITY"); FINDING THAT THE \_\_\_\_\_ PROJECT LOCATED AT \_\_\_\_\_ ("PROJECT") IS CONSISTENT WITH THE COMMUNITY REDEVELOPMENT PLAN ADOPTED BY THE COMMUNITY REDEVELOPMENT AGENCY (AGENCY); ACCEPTING A CONTRIBUTION FROM THE AGENCY TO BE USED AS A LOCAL CONTRIBUTION IN THE AMOUNT OF \$640,000 ("LOCAL MATCH") IN SUPPORT OF AN APPLICATION FOR LOW INCOME HOUSING TAX CREDITS TO SUPPORT THE PROJECT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT WITH THE AGENCY FOR THE CONTRIBUTION AND FOR THE PURPOSE OF THE LOCAL MATCH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Part III of Chapter 163, Florida Statutes, provides that redevelopment agencies shall afford maximum opportunity to the rehabilitation or redevelopment of the community redevelopment area by private enterprise for the elimination of slum and blight and the provision for the development of affordable housing; and

**WHEREAS**, the Riviera Beach Community Redevelopment Plan provides for development of programs to encourage the private sector to undertake redevelopment within the Community Redevelopment Area and the development of affordable housing; and

**WHEREAS**, the Riviera Beach Community Redevelopment Plan identifies projects such as \_\_\_\_\_ as the type of project to encourage development which will improve commercial corridors and provide attainable, affordable, and workforce housing within the Community Redevelopment Areas in the City of Riviera Beach, Florida ("the Area"); and

**WHEREAS**, the Borrower's property is located within the Area and the proposed development of multi-family residential units is consistent with the goals and objectives of the adopted CRA Plan; and

**WHEREAS**, the City in conjunction with the Riviera Beach Community Redevelopment Agency supports the local contribution and loan in support of an application for low-income housing tax credits to support the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, THAT:**



SECTION 1. The City Council of the City of Riviera Beach finds that the \_\_\_\_\_ Project located at \_\_\_\_\_, Riviera Beach is consistent with the goals and objectives of the adopted Riviera Beach Community Redevelopment Plan and the City.

SECTION 2. The City Council of City of Riviera Beach hereby approves the contribution of \$640,000, in conjunction with the City of Riviera Beach Community Redevelopment Agency, to be used as a local contribution and loan (Local Match) for the Project in support of an application for low income housing tax credits to support the Project.

SECTION 3. The Mayor and City Clerk on behalf of the City, are hereby authorized to take such actions that are consistent to carry out the intent of this resolution.

SECTION 4. This resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED this \_\_\_\_\_ day of October 2020.**

APPROVED:

\_\_\_\_\_  
Ronnie L. Felder  
Mayor

\_\_\_\_\_  
  
Julia A. Bote, Ed.D.  
Chairperson

Attest:

\_\_\_\_\_  
Claudene L. Anthony  
Certified Municipal Clerk  
City Clerk

\_\_\_\_\_  
Douglas A. Lawson  
Chair Pro Tem

\_\_\_\_\_  
Tradrick McCoy  
Councilperson

\_\_\_\_\_  
KaShamba Miller-Anderson  
Councilperson

\_\_\_\_\_  
Shirley D. Lanier  
Councilperson

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

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

T. McCoy: \_\_\_\_\_

K. Miller-Anderson: \_\_\_\_\_

S. Lanier: \_\_\_\_\_

J. Botel: \_\_\_\_\_

D. Lawson: \_\_\_\_\_

Reviewed As To Legal Sufficiency

\_\_\_\_\_  
Dawn S. Wynn, City Attorney

Date: \_\_\_\_\_





**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  
  
Maria G. Marino  
Gregg K. Weiss  
Maria Sachs  
Melissa McKinlay  
Mack Bernard

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

July 21, 2021

Pramod Choudhary, P.E., PTOE  
KEITH  
301 E Atlantic Blvd  
Pompano Beach, FL 33060

**RE: Berkeley Landing  
Project #: 210701  
Traffic Performance Standards (TPS) Review**

Dear Mr. Choudhary:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated June 1, 2021, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

<b>Municipality:</b>	Riviera Beach
<b>Location:</b>	East side of Broadway, about 0.27 miles north of Blue Heron Blvd
<b>PCN:</b>	56-43-42-28-00-002-0020& 56-43-42-28-42-000-0010
<b>Access:</b>	Full access driveway connection onto Broadway and onto Lake Shore Drive <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
<b>Existing Uses:</b>	Vacant
<b>Proposed Uses:</b>	Mid-rise Multi-Family Residential = 112 DUs
<b>New Daily Trips:</b>	610
<b>New Peak Hour Trips:</b>	40 (10/30) AM; 49 (30/19) PM
<b>Build-out:</b>	December 31, 2022

Based on our review, the Traffic Division has determined the proposed development is located within the City of Riviera Beach Traffic Concurrency Exception Area (TCEA); therefore, the project is exempt from the TPS of Palm Beach County.

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

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



Pramod Choudhary, P.E., PTOE  
July 21, 2021  
Page 2

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

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

Sincerely,

A handwritten signature in blue ink that reads "Quazi Bari".

Quazi Bari, P.E., PTOE  
Manager – Growth Management  
Traffic Division

QB:HA:rb

cc: Addressee  
Jeff Gagnon, P&Z Administrator, City of Riviera Beach  
Hanane Akif, E.I., Project Coordinator II, Traffic Division  
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review  
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2021\210701 - BERKELEY LANDING.DOCX





THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PLANNING AND INTERGOVERNMENTAL RELATIONS

# School Capacity Availability Determination (SCAD) Owner/Agent Consent

Today's Date April 13, 2021

STATE OF Florida

COUNTY OF Palm Beach

BEFORE ME THIS DAY Gary Smigiel PERSONALLY APPEARED WHO BEING DULY  
SWORN, DEPOSES AND SAYS THAT:

1. ☒ He/she is the owner or has the authority to sign this form on behalf of the owner of the real property legally described in the Deed recorded in Official Record Book 27036 Page 0212 (the "Deed"); and ORB 27692 / PG 0631
2. ☒ He/she authorizes and designates Sandra J. Megrue to act in his/her behalf for the purposes of seeking a School Capacity Availability Determination on the real property legally described in the Deed;
3. ☒ He/she has examined the foregoing School Capacity Availability Determination application and he/she understands how the proposed change may affect the real property legally described in the Deed.

## FURTHER AFFIANT SAYETH NOT

The foregoing instrument was acknowledged before me this 13th day of April 2021  
by Gary Smigiel (name of person acknowledging) who is personally known  
to me ~~or who has produced~~ (type of identification) as identification and who

☐ Did ☒ Did not take an oath.

[Signature]  
Signature of Owner

4/13/2021  
Date

Miranda Morales Seuss 4/13/2021  
Signature of Person Taking Acknowledgement Date

Gary Smigiel  
Print Name of Owner

[Notary Seal]  
Print, Type or Stamp Name of Person Taking Acknowledgement

7965 Lantana Road  
Street Address

Title or Rank

Lake Worth, FL 33467  
City, State, Zip Code

Serial Number, if any

561-968-3605  
Telephone

(Notary's Seal)



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
Planning and Intergovernmental Relations

## School Capacity Availability Determination (SCAD) Application

At least 30 days prior to seeking approval from county/local government, scan and email a completed application to [joyce.cai@palmbeachschools.org](mailto:joyce.cai@palmbeachschools.org).

A determination will be provided within twenty (20) days of receipt of a complete application. A determination is not transferable and is valid for one year from the date of issuance. Once a Development Order (DO) is issued, the SCAD determination shall be valid for the life of the DO.

**Select type(s) of application:**

☐ Future Land Use Atlas (FLUA) Amendment ☒ Rezoning ☒ Development Order (D.O.) or Amendment to D.O. ☐ No Impact

**Application Review Fee(s):**

- For each type of application - \$200.00 for 20 units & more or \$100 for under 20 units.
- The SCAD review fee is non-refundable and shall be paid online through the District's SchoolCashOnline at <https://palmbeach.schoolcashionline.com/>

### PART I. PROJECT INFORMATION

Project Name Berkeley Landing		Municipality Riviera Beach	
Property Control Number(s) 56-43-42-28-42-000-0010 and 56-43-42-28-00-002-0020		SAC #(s) 083	
Property Address 3100 and 3124 Broadway		City Riviera Beach	Zip Code 33404
General Location East side of Broadway, approximately .27 miles north of Blue Heron Boulevard			Property Acreage 4.01

Complete the following table(s). Refer to the Sufficiency Checklist and provide all the required documents. For more info, go to <http://l.sdpbc.net/xiq5i>

☐ For Future Land Use Atlas (FLUA) Amendment

CURRENT DESIGNATION		PROPOSED DESIGNATION	
Existing use of land		Proposed use of land	
Current FLUA designation		Proposed FLUA designation	
Maximum # of units permitted		Maximum # of units permitted	

☒ For Rezoning

CURRENT DESIGNATION		PROPOSED DESIGNATION	
Existing use of land	Downtown Mixed Use	Proposed use of land	No Change
Current zoning designation	Downtown General and Downtown Res.	Proposed zoning designation	Downtown General
Maximum # of units permitted	Density based on Form, Mass, Height	Maximum # of units permitted	Density based on Form, Mass, Height

☒ For Development Order (D.O.) or Amendment to D.O.

PROJECT INFORMATION		UNIT TYPE	NUMBER OF UNITS
Total # of units proposed	112	Single-Family	0
# of stories for each building	3	Multi-Family (other than apts.)	0
Are there previous approval(s)*	No	Apartments (3 stories or less)	112
Will the project be phased?***	No	High Rise (4 stories or more)	0
		Age restricted (adults only)**	0

\* If applicable, please attach previous approval letter(s).

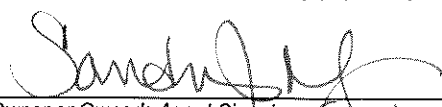
\*\* An executed Restrictive Covenant is required for age restricted communities.

\*\*\* If applicable, please attach a Phasing Plan showing the number and type of units to receive certificate of occupancy yearly.

**Owner / Agent Information**

Owner's Name Gary Smigiel	Owner's Email gsmfi@aol.com	Owner's Phone # 561-968-3605	
Agent's Name Sandra J. Megrue	Agent's Email smegrue@udsflorida.com	Agent's Phone # 561-366-1100	
Mailing Address 610 Clematis Street, STE CU-02	City West Palm Beach	State FL	Zip Code 33401

I hereby certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge.

  
Owner or Owner's Agent Signature Sandra J. Megrue Date 04/13/2021





THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
Planning and Intergovernmental Relations  
**School Capacity Availability Determination (SCAD)**  
Application *continued*

Project Name Berkeley Landing	Owner's Name Gary Smigiel	Agent's Name Sandra J. Megrue
----------------------------------	------------------------------	----------------------------------

**PART II. LOCAL GOVERNMENT REVIEW**

Date Application Filed 4-15-2021	Petition # - FLUA	Petition # - Rezoning ZA-21-02	Petition # - D.O. SP-21-04	Petition # - No Impact
Reviewed By (Print Name) Mary F. Savage Dunham		Reviewed By Email msavage@dunham@rivierabeach.org		

Government Representative Signature

04/29/21  
Date

**PART III. SCHOOL DISTRICT REVIEW**

Case Type	Case Number	Date Application Received	Date Application Completed	Date SCAD Letter Issued
FLUA				
Rezoning				
D.O.				
No Impact				

Additional information
------------------------

SCAD Fees Paid
Amount Paid \$ _____ Date Paid _____ SchoolCashOnline Receipt # _____
Notes

The School District of Palm Beach County  
Planning and Intergovernmental Relations  
3661 Interstate Park Rd North, Suite 200  
Riviera Beach, FL 33404

joyce.cai@palmbeachschools.org  
561-882-1941



THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FL

KRISTIN K. GARRISON  
DIRECTOR

WANDA F. PAUL, M.Ed., MBA  
CHIEF OPERATING OFFICER

PLANNING AND INTERGOVERNMENTAL RELATIONS  
3661 INTERSTATE PARK RD. N., STE 200  
RIVIERA BEACH, FL. 33404

PHONE: 561-434-8020 / FAX: 561-357-1193  
[WWW.PALMBEACHSCHOOLS.ORG/PLANNING](http://WWW.PALMBEACHSCHOOLS.ORG/PLANNING)

## SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Application	Submittal Date	05/25/2021		
	SCAD Case No.	21051101Z/Rezoning and 21051101D/D. O.		
	FLU /Rezoning/D.O. No.	ZA-21-01/SP-21-04 – City of Riviera Beach		
	PCN No. / Address	56-43-42-28-42-000-0010 & 56-43-42-28-00-002-0020/ 3100 & 3124 Broadway		
	Development Name	Berkeley Landing		
	Owner / Agent Name	Gary Smigiel / Sandra J. Megrue		
	SAC No.	083		
	Proposed Rezoning Proposed D. O.	Density Based on Form, Mass and Height One Hundred and Twelve (112) Apartment Units		
Impact Review		Lincoln Elementary School	John F. Kennedy Middle School	Palm Beach Gardens High School
	# of New Students Generated	10	4	5
	Capacity Available	517	601	53
	Utilization Percentage	47%	60%	98%
School District Staff's Recommendation	Based on the findings and evaluation of the proposed development, there will be no negative impact on the School District of Palm Beach County public school system. Therefore, the School District has no comment on the SCAD application for Berkeley Landing.			
Validation Period	1) This determination is valid from <b>05/28/2021</b> to <b>05/27/2022</b> or the expiration date of the site-specific development order approved during the validation period.  2) A copy of the approved D.O. must be submitted to the School District Planning Department prior to <b>05/27/2022</b> or this determination will expire automatically on <b>05/27/2022</b> .			
Notice	School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change.			

*Joyce Cai*

School District Representative Signature

Joyce C. Cai, Senior Planner

Print Name & Title of School District Representative

May 28, 2021

Date

joyce.cai@palmbeachschools.org

Email Address

CC: Mary F. Savage-Dunham, Assistant Director, City of Riviera Beach  
Joyell Shaw, PIR Manager, School District of Palm Beach County







































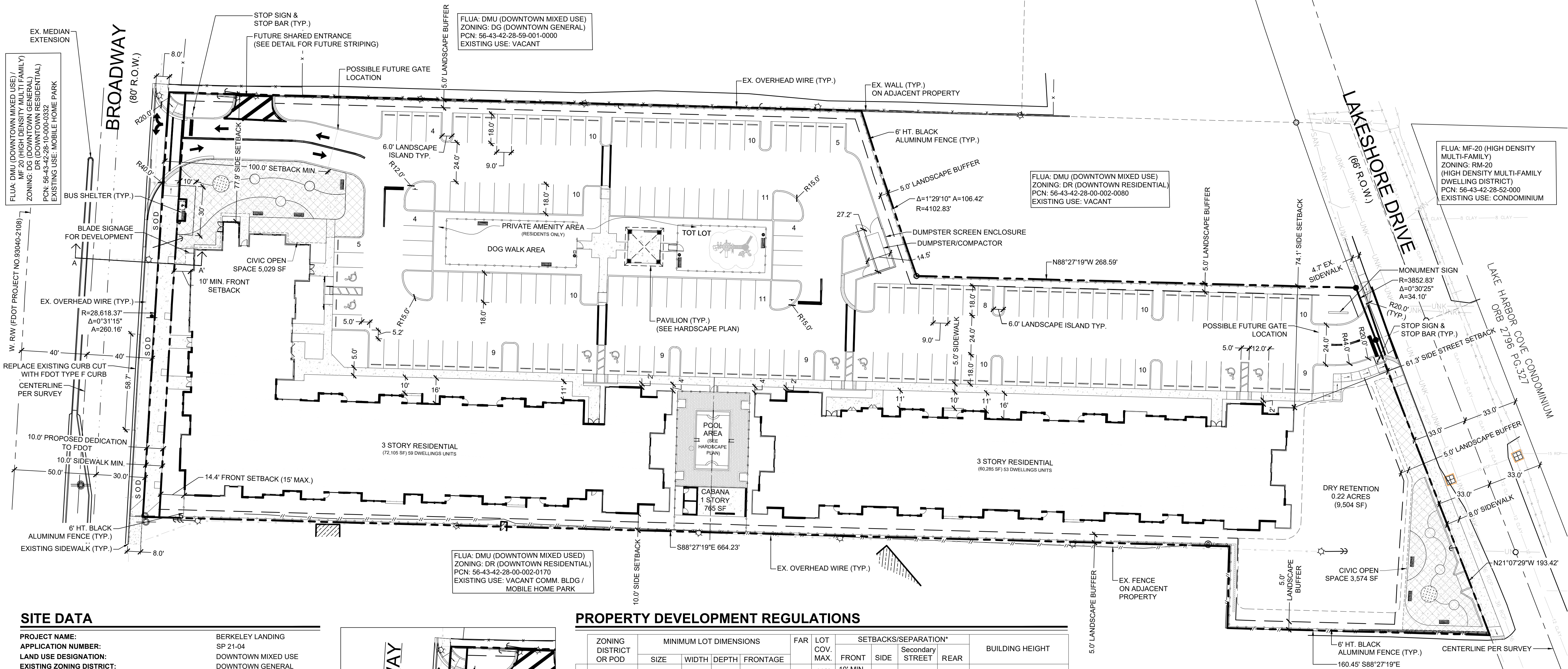












## SITE DATA

**PROJECT NAME:**  
**APPLICATION NUMBER:**  
**LAND USE DESIGNATION:**  
**EXISTING ZONING DISTRICT:**

**PROPOSED ZONING DISTRICT:**  
**RANGE / TOWNSHIP / SECTION**  
**OVERLAY/STUDY AREA:**  
**PROPERTY CONTROL NUMBER::**

**EXISTING USE:**  
**PROPOSED USE:**  
**GROSS SITE AREA:**  
10' ROW DEDICATION  
NET SITE AREA:  
**PROPOSED TOTAL BUILDING SF**  
**WEST BUILDING SF**  
**EAST BUILDING SF**  
**CABANA SF**  
**PAVILION SF (WEATHER PROTECTION ONLY)**

**DENSITY**  
**PROPOSED UNITS**  
1 BEDROOM UNIT  
2 BEDROOM UNIT  
3 BEDROOM UNIT  
LIVE WORK UNITS

**PARKING REQUIRED:**  
1 SPACE PER DWELLING UNIT  
(INCLUDES LIVE WORK UNITS)  
MANAGEMENT OFFICE 1/300 SF (286 SF)  
REQUIRED HANDICAP

**PARKING PROVIDED:**  
112 DWELLING UNITS (9'x18')  
MANAGEMENT OFFICES (286 SF) (9'x18')  
GUEST (9'x18')

PROVIDED HANDICAP (12'x18')

**BICYCLE SPACES REQUIRED (1 SP PER 3 UNITS):**

**BICYCLE SPACES PROVIDED:**

**TRAFFIC ANALYSIS ZONE:**

**RECREATION AREA**

**PERIMETER BUFFERS**

**CIVIC OPEN SPACE**

**PERVIOUS AREA (NET SITE AREA)**

**IMPERVIOUS AREA (NET SITE AREA)**

BERKELEY LANDING  
SP 21-04  
DOWNTOWN MIXED USE  
DOWNTOWN GENERAL  
DOWNTOWN RESIDENTIAL  
DOWNTOWN GENERAL  
43 / 42 / 28  
CRA DOWNTOWN  
56-43-42-28-00-002-0020,  
56-43-42-28-42-000-0010  
VACANT  
MULTIFAMILY RESIDENTIAL  
4.01 AC (174,637.37 SF)  
0.06 AC (2,601.61 SF)  
3.95 AC (172,035.76 SF)  
133,555 SF  
72,105 SF  
60,285 SF  
765 SF  
400 SF  
27.93 D.U./AC.  
112 UNITS  
26 UNITS  
61 UNITS  
23 UNITS  
2 UNITS  
114 SPACES\*  
112 SPACES

2 SPACES  
5 SPACES  
168 SPACES  
112 SPACES  
2 SPACES  
46 SPACES  
8 SPACES  
38 SPACES  
38 SPACES  
126  
8,119 SF  
10,346 SF  
8,603 SF (5%)  
51,815.29 (30.12%)  
120,220.47 SF (69.88%)

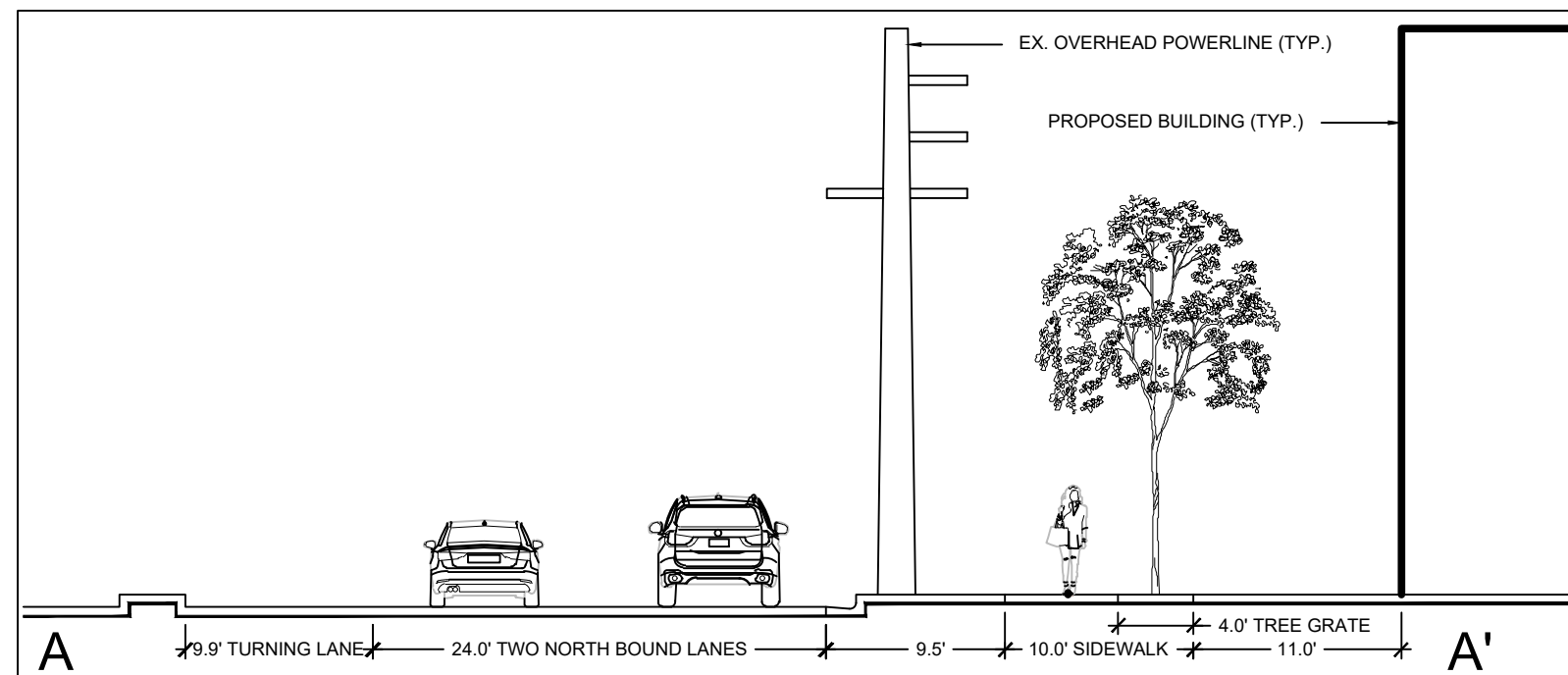
### NOTES:

\*1 per unit (per Ordinance 4114, which allows this ratio of 1 parking space per dwelling unit, for affordable housing developments)

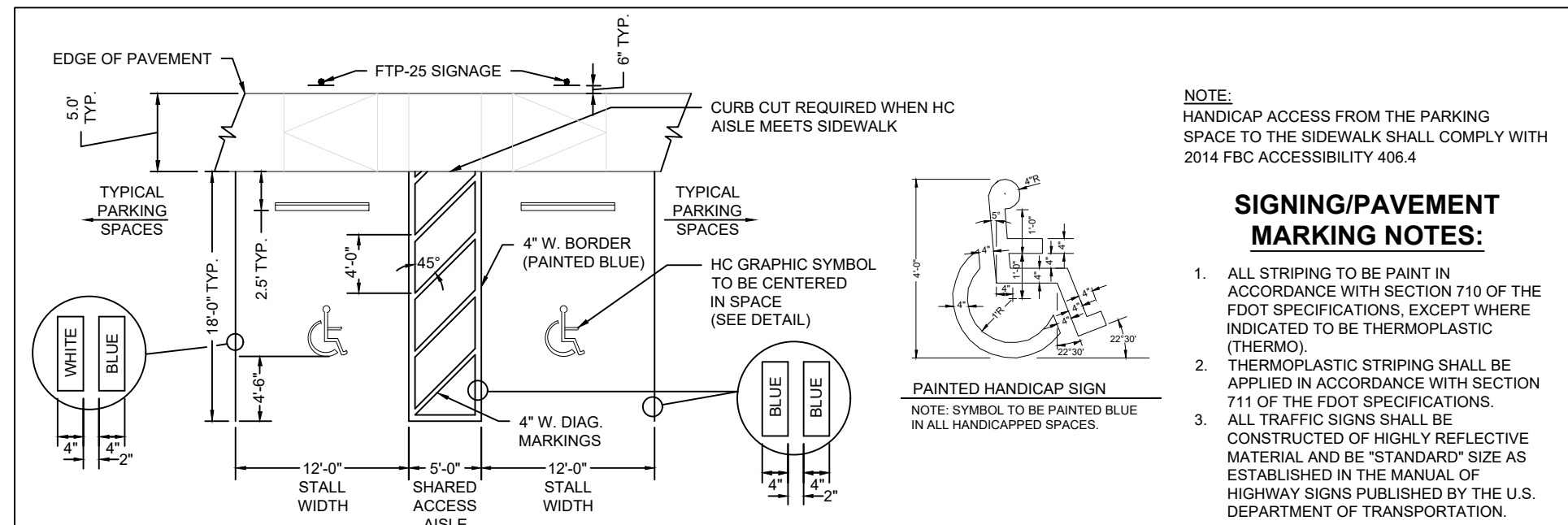
## PROPERTY DEVELOPMENT REGULATIONS

ZONING DISTRICT OR POD	MINIMUM LOT DIMENSIONS				FAR	LOT COV. MAX.	SETBACKS/SEPARATION*				BUILDING HEIGHT
	SIZE	WIDTH	DEPTH	FRONTAGE			FRONT	SIDE	Secondary STREET	REAR	
Required	2,000 SF	20' Min.	200'	65% Min. on Primary St.	2.0	80%	10' Min. 15' MAX.	0'	10' Min.	20'	3 Stories Max.
Provided	172,035 SF	260'	790'	65%	.76'	27%	10'-15'	10'	70.5'	N/A	3 Stories

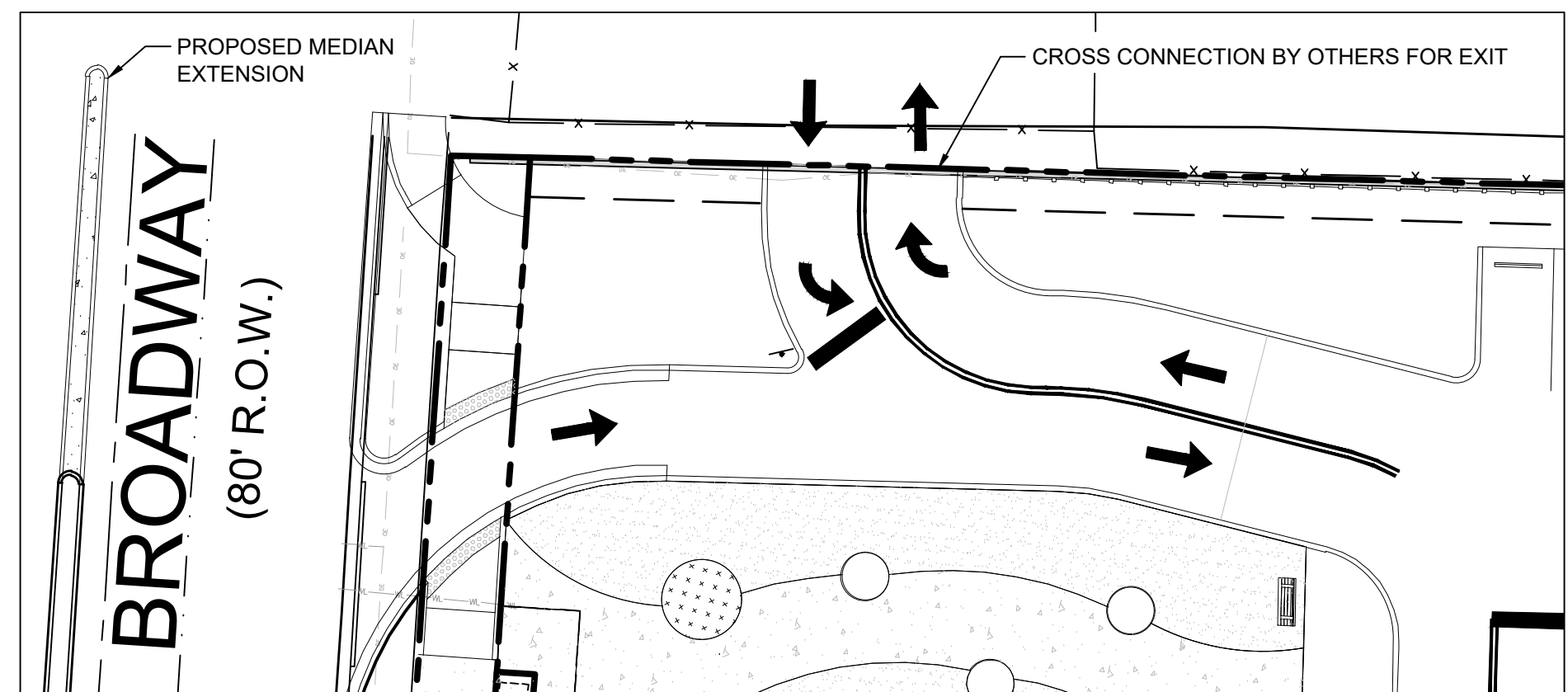
\*INCLUDES PAVILION (WEATHER PROTECTION ONLY)



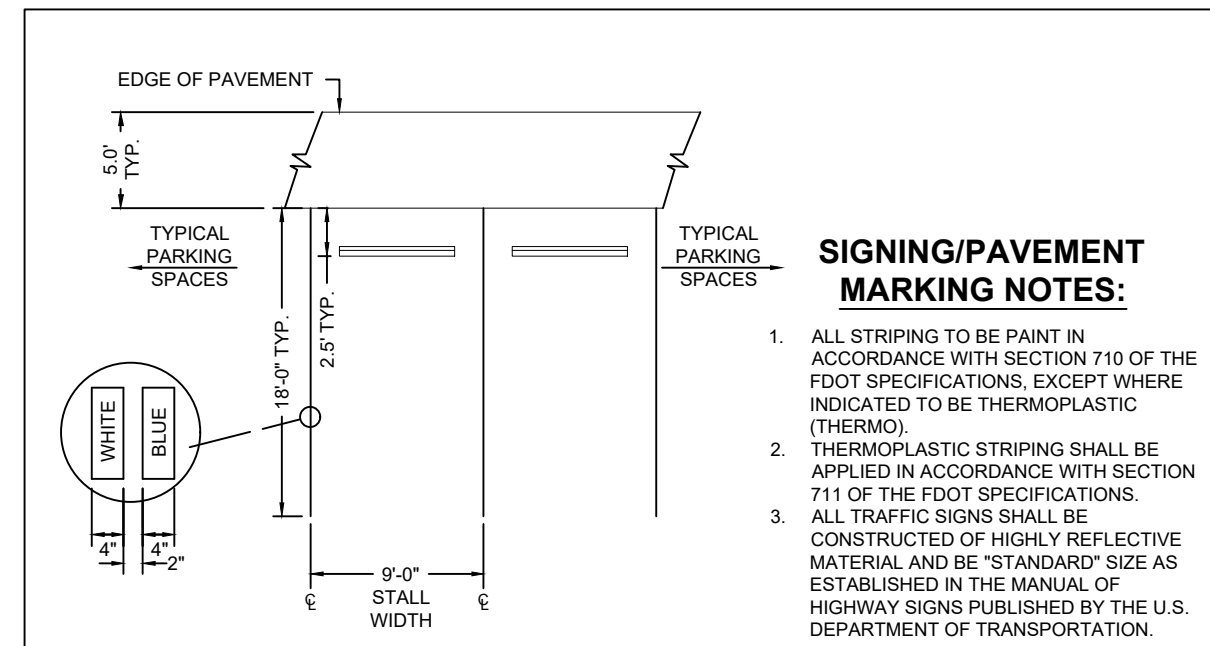
BROADWAY SIDEWALK SECTION (A - A')  
SCALE: 1" = 10'-0"



TYPICAL HANDICAP PARKING DETAIL  
SCALE: 1" = 10'-0"



POTENTIAL FUTURE SHARED ENTRANCE DETAIL  
SCALE: 1" = 20'-0"



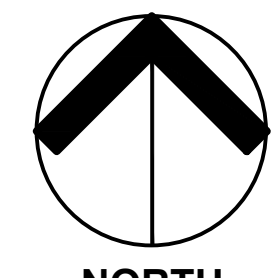
TYPICAL STANDARD PARKING DETAIL  
SCALE: 1" = 10'-0"



## Berkeley Landing

3100 / 3124 Broadway, Riviera Beach, FL

Site Plan



0 15' 30' 60'  
Scale: 1" = 30'-0"

Date: 03.02.2021  
Project No.: 20-014.000  
Designed By: Architect  
Drawn By: TRM  
Checked By: SM

**Revision Dates:**  
04.30.21 Rev1  
05.19.21 Rev2  
06.17.21 Resubmittal #2  
07.15.21 Resubmittal #3  
08.05.21 Resubmittal #4  
08.13.21 Resubmittal #5

SP-1  
of 1



1	2	HS-1	CONCEPTUAL HARDSCAPE PLAN
1	2	CA-1	COMMUNITY AMENITY CONCEPT PLAN
1	2	LS-1	CONCEPTUAL LANDSCAPE PLAN
1		LD-1	LANDSCAPE DETAILS & PLANT LIST



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**BERKELEY LANDING**  
PREPARED FOR: BERKELEY LANDING LTD.  
CITY OF RIVIERA BEACH, FLORIDA

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**CONCEPTUAL HARDSCAPE PLAN**

DATE: 07/12/2021

SCALE: 1"=30'

DRAWN BY: RYM

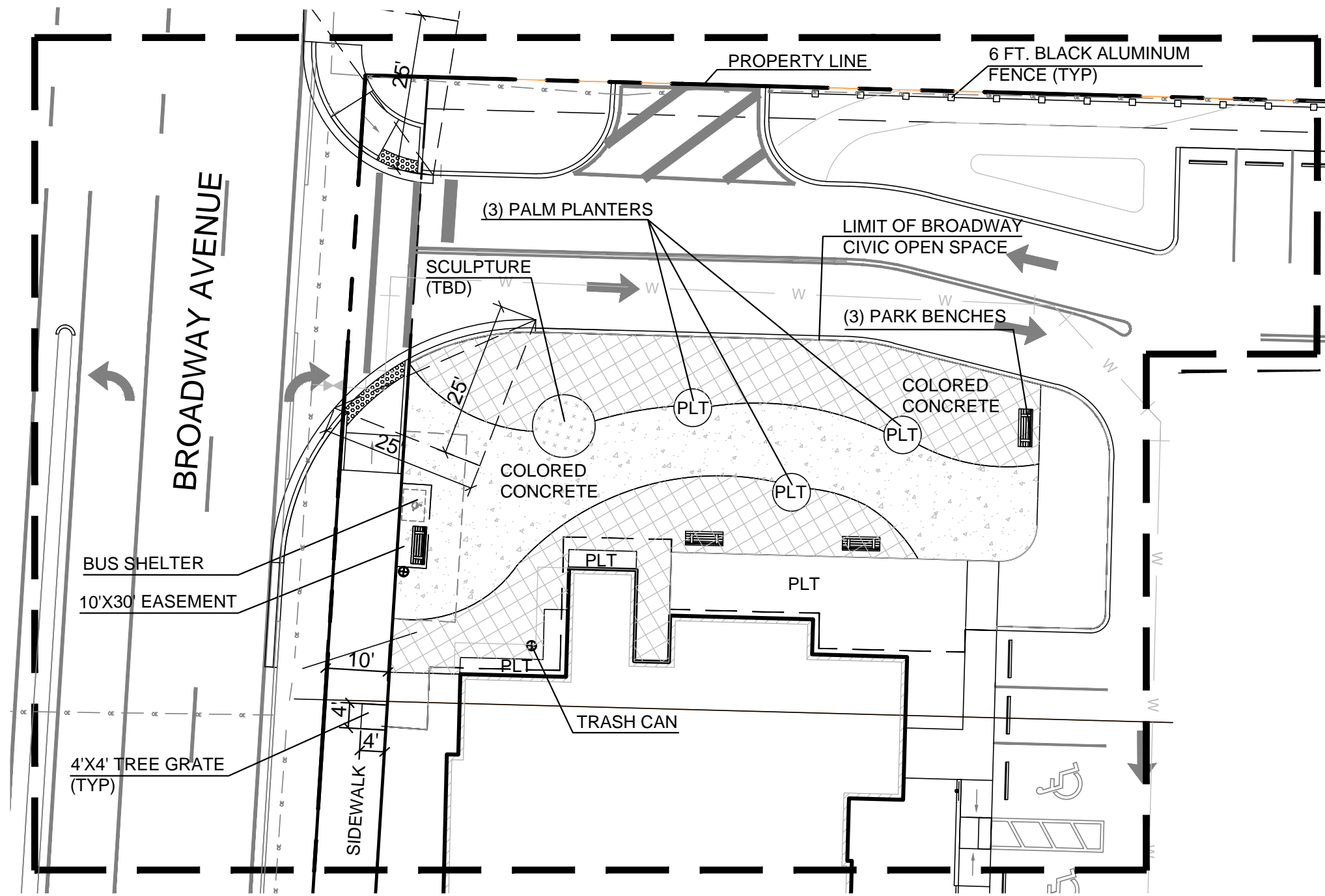
SIGNED BY: KJF

CHECKED BY: KJF

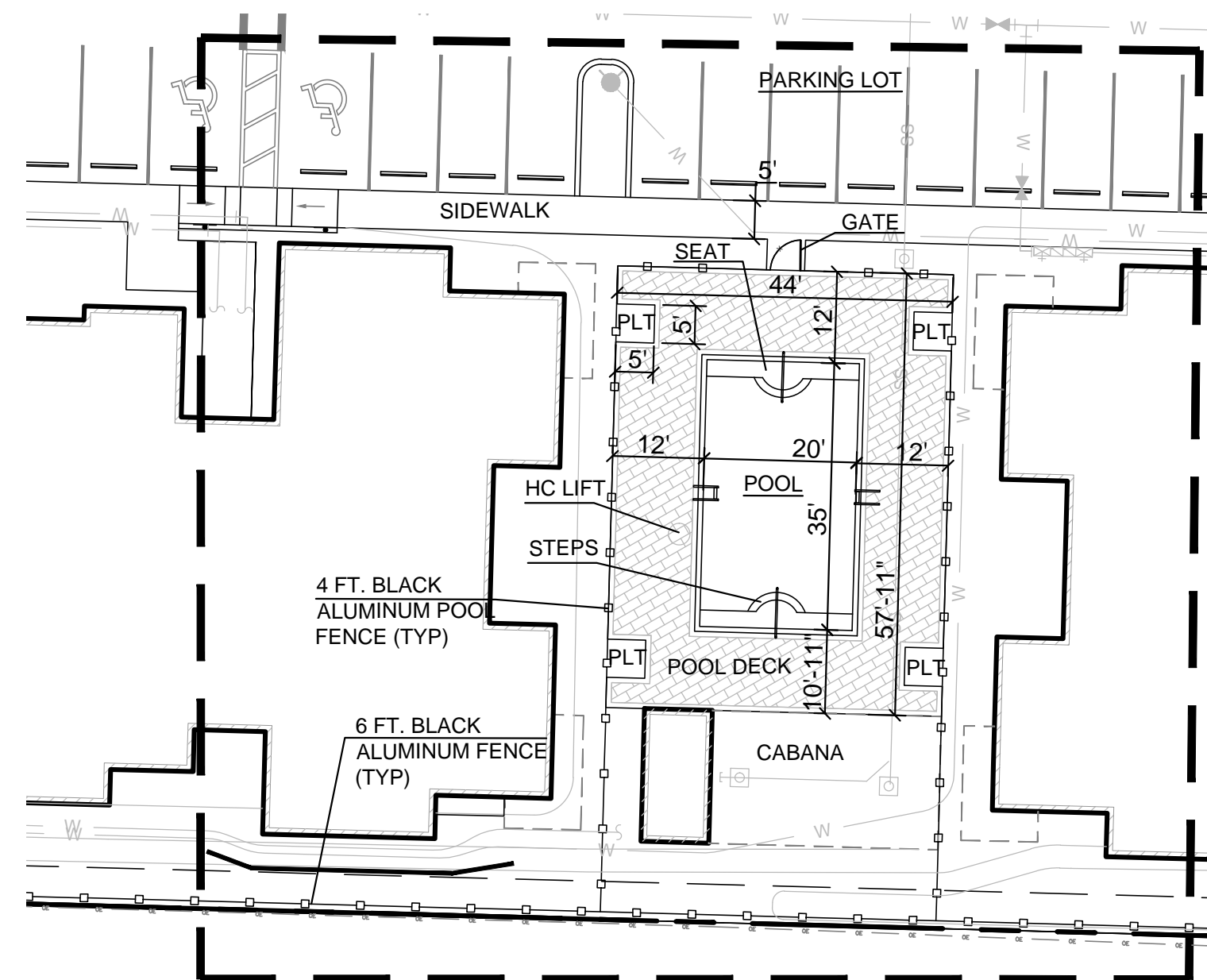
SHEET NO.

HS-1

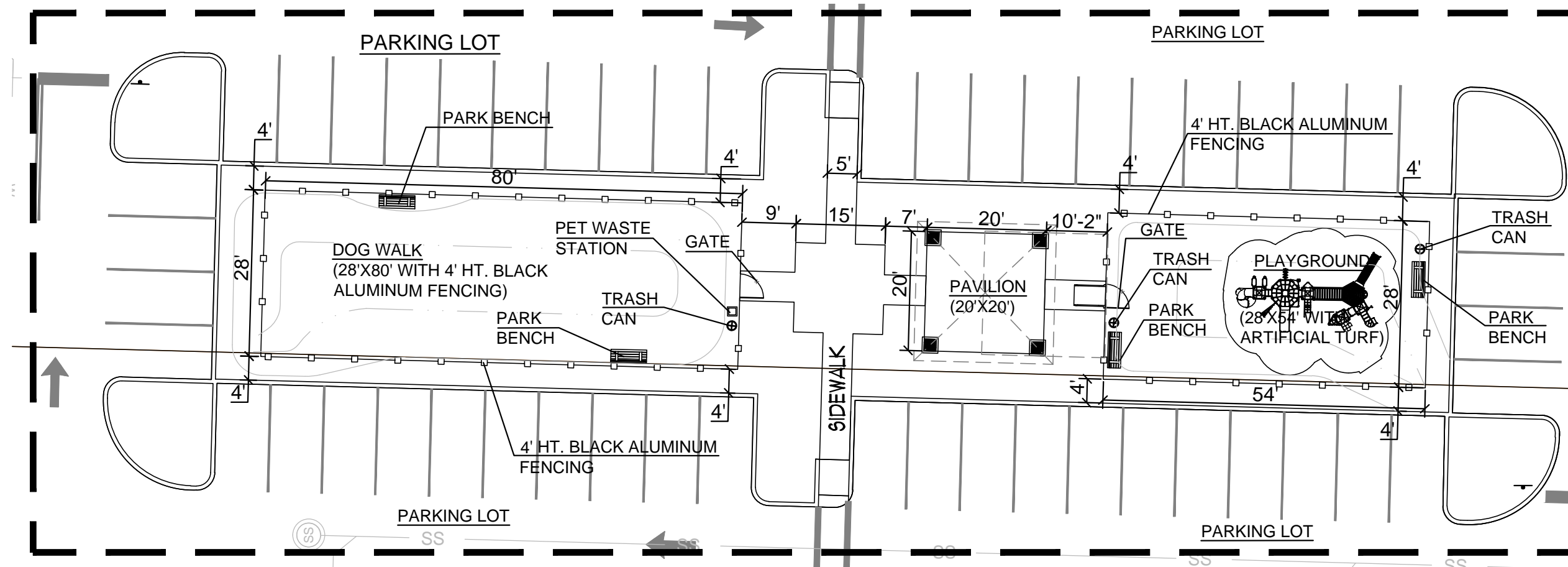




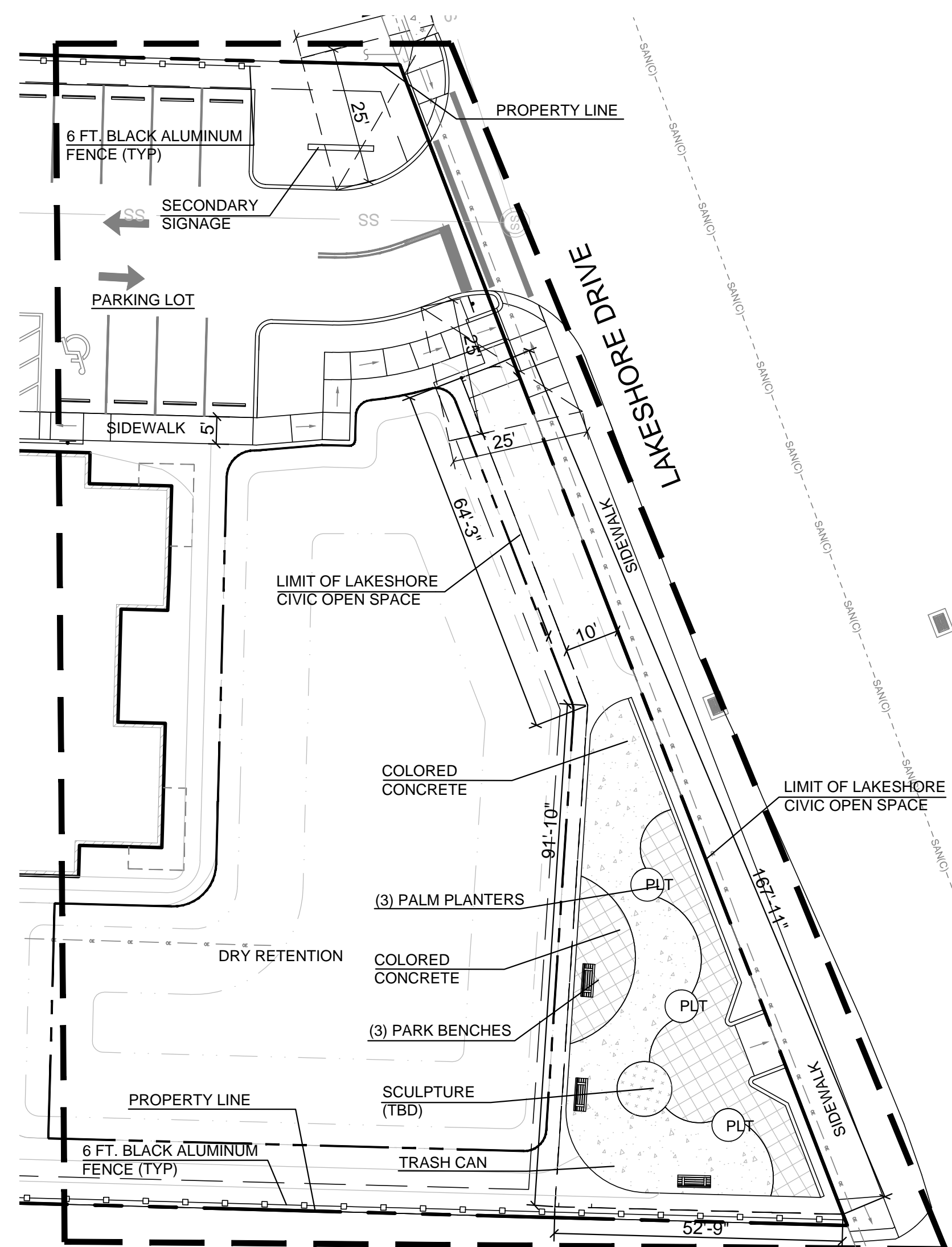
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SCALE: 1"=20' NORTH



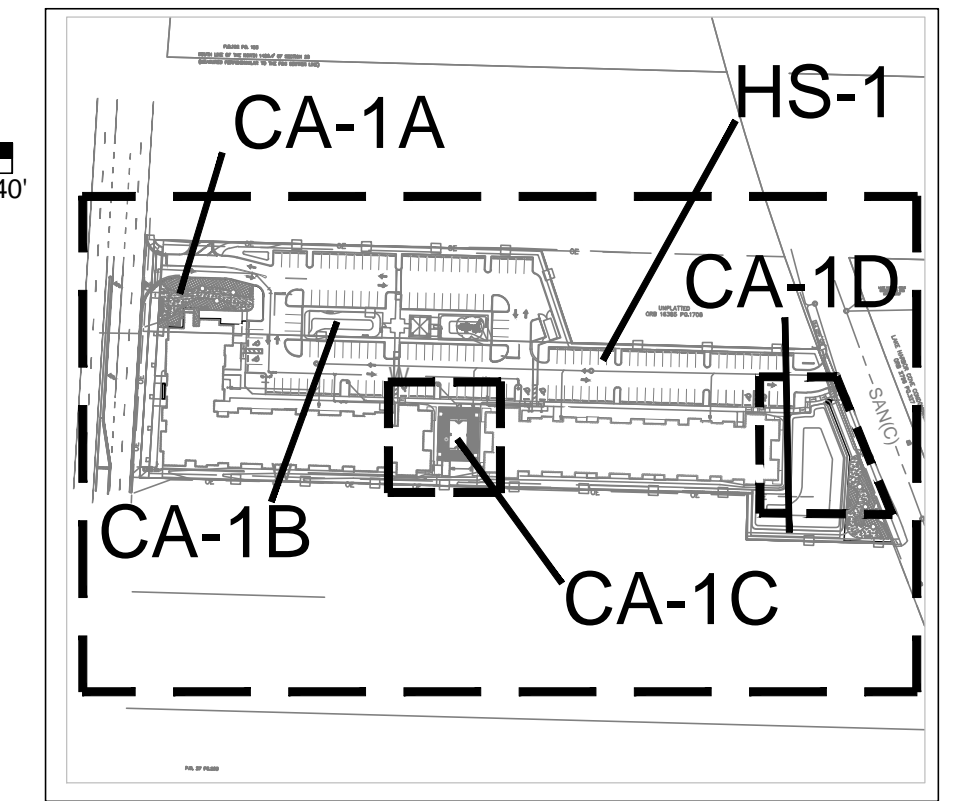
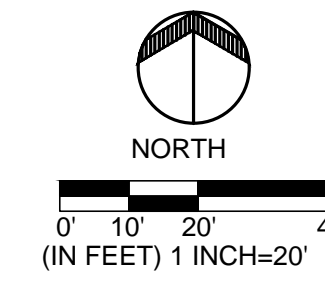
**SHEET CA-1C**  
SCALE: 1"=20' NORTH



**SHEET CA-1B**  
SCALE: 1"=20' NORTH

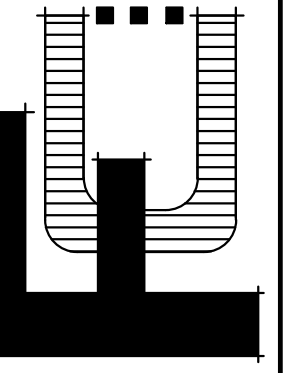


**SHEET CA-1D**  
SCALE: 1"=20' NORTH



KEY MAP  
SCALE: N.T.S.

**FOREMAN  
CONSULTING, INC.**



LANDSCAPE ARCHITECT  
KENT FOREMAN, RLA

RYM/KJF

RYM/KJF

DESCRIPTION

08-03-21 REVISIONS PER CITY COMMENTS

08-13-21 REVISIONS PER CITY COMMENTS

DATE

No.

DATE

DATE

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**BERKELEY LANDING**  
PREPARED FOR: BERKELEY LANDING LTD.  
CITY OF RIVIERA BEACH, FLORIDA  
COMMUNITY AMENITY CONCEPT

DATE: 07/12/2021  
SCALE: 1"=20'  
DRAWN BY: RYM  
DESIGNED BY: KJF  
CHECKED BY: KJF

SHEET NO.

**CA-1**



LANDSCAPE CODE REQUIREMENTS:

PLANT MATERIAL STANDARDS REQUIREMENTS:

- AT LEAST 70 PERCENT OF ALL REQUIRED LANDSCAPING IN THE FORM OF TREES, SHRUBS, GROUND COVER, AND GRASSES SHALL COLLECTIVELY CONSIST OF NATIVE VEGETATION, EXCLUDING TURF GRASS.
- AT LEAST 60 PERCENT OF ALL REQUIRED TREES SHALL CONSIST OF A NATIVE, SHADE TREE SPECIES. AT LEAST 10 PERCENT OF ALL REQUIRED TREES SHALL CONSIST OF A NATIVE, ACCENT TREE SPECIES. NOT MORE THAN 20 PERCENT OF ALL REQUIRED TREES SHALL BE OF A PALM SPECIES. WHEN PALM SPECIES ARE USED, THEY SHALL HAVE A MINIMUM OF 8 FEET OF CLEAR TRUNK AT TIME OF PLANTING.
- ALL REQUIRED SHADE TREES SHALL MEET THE FOLLOWING REQUIREMENTS PRIOR TO PLANTING: MINIMUM TRUNK DIAMETER OF 2 INCHES DBH, MINIMUM HEIGHT OF 12 FEET, MINIMUM OF SIX FEET CLEAR TRUNK SPACE, MINIMUM AVERAGE CROWN SPREAD OF FIVE FEET.
- ALL REQUIRED ACCENT TREES SHALL MEET THE FOLLOWING REQUIREMENTS PRIOR TO PLANTING: MINIMUM TRUNK DIAMETER OF 1 1/2 INCHES DBH, MINIMUM HEIGHT OF TEN FEET, MINIMUM OF FIVE FEET CLEAR TRUNK SPACE, MINIMUM AVERAGE CROWN SPREAD OF FIVE FEET.
- THE MINIMUM SHADE TREE SPECIES REQUIRED IS 4 SPECIES. REQUIRED NUMBER OF SHADE (THIS SITE REQUIRED 42 TREES).

BUFFER WIDTH REQUIREMENTS:

- MULTIFAMILY RESIDENTIAL USES SHALL HAVE BUFFER SETBACK WIDTHS CONSISTING OF 40 PERCENT OF EACH OF THE SIDE AND REAR YARD WIDTHS.
- THE WIDTH OF A BUFFER SCREEN SHALL BE 25 PERCENT OF THE WIDTH OF THE REQUIRED BUFFER SETBACK WIDTH.

DEVELOPMENT LANDSCAPING REQUIREMENTS:

- MULTIFAMILY DEVELOPMENT SHALL PROVIDE A LANDSCAPED STRIP OF LAND NOT LESS THAN 10 FEET WIDE BETWEEN BUILDING WALLS AND PARKING AREAS. LANDSCAPE MATERIALS SHALL BE (1) TREE FOR EVERY 200 SQUARE FEET OF PLANTING AREA (REQUIRED TREES=20, PROVIDED TREES=20), NOT LESS THAN 50 PERCENT OF TREES, LOCATED BETWEEN THE BUILDING WALLS AND PARKING AREAS SHALL BE SHADE TREES, AND A HEDGE NOT LESS THAN 24 INCHES IN HEIGHT AT INSTALLATION PLACED IN A CONTINUOUS MANNER ALONG THE BUILDING WALLS.
- A LANDSCAPED STRIP OF LAND, NOT LESS THAN 10 FEET IN DEPTH, SHALL BE LOCATED BETWEEN THE ABUTTING RIGHT-OF-WAY AND PARKING AREAS.
- ONE TREE FOR EVERY 250 SQUARE FEET OF PLANTING AREA. NO LESS THAN 75 PERCENT OF THE TREES, LOCATED BETWEEN THE ABUTTING RIGHT-OF-WAY AND PARKING AREA SHALL BE SHADE TREES.
- A HEDGE NOT LESS THAN 3 FEET IN HEIGHT AT INSTALLATION SHALL BE PLACED IN A CONTINUOUS MANNER ALONG THE LANDSCAPE STRIP.
- MULTIFAMILY RESIDENTIAL DEVELOPMENT SHALL PROVIDE NOT LESS THAN 1 TREE FOR EACH 1,500 SQUARE FEET OF DEVELOPMENT SITE (REQUIRED=42 TREES, PROVIDED= 92 TREES).
- NOT LESS THAN 20 PERCENT OF THE DEVELOPMENT SITE SHALL BE LANDSCAPED (REQUIRED=12,568 SF. OF LANDSCAPE, PROVIDED=16,192SF.).

PARKING AREA INTERIOR LANDSCAPING:

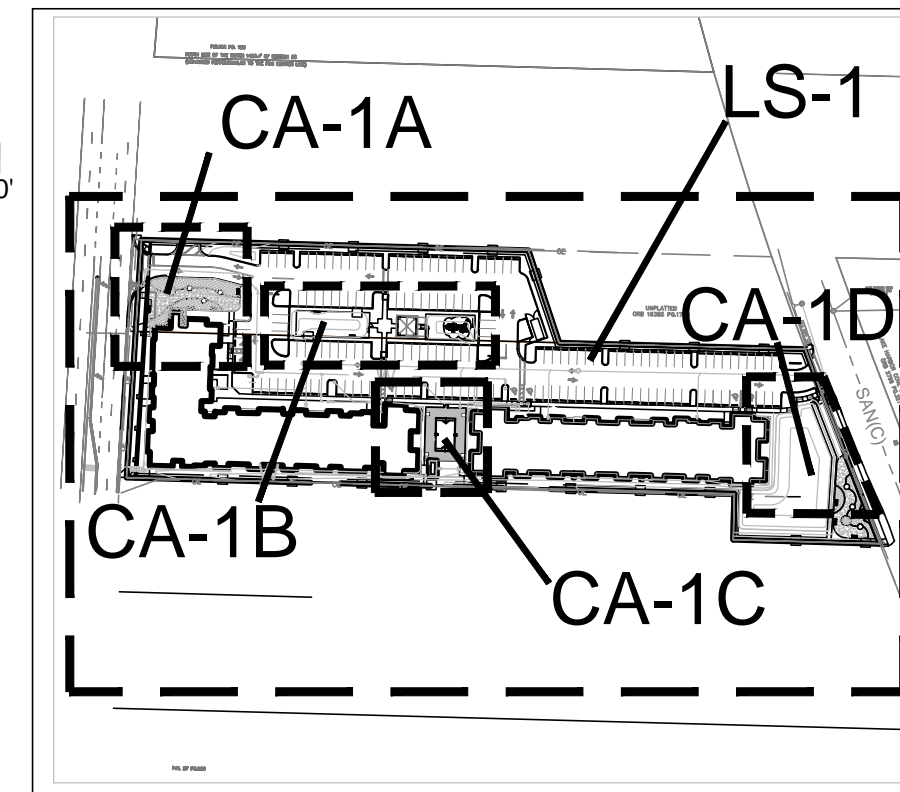
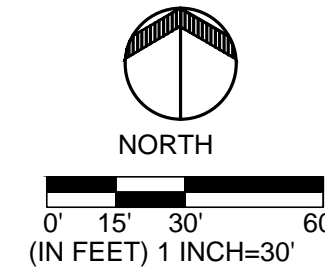
- NOT LESS THAN 50 PERCENT OF THE REQUIRED LANDSCAPING SHALL BE INTERIOR LANDSCAPING.
- NOT LESS THAN 50 PERCENT OF TREES USED IN PARKING AREA INTERIOR LANDSCAPING SHALL BE SHADE TREES.
- A LANDSCAPED AREA NOT LESS THAN FIVE FEET WIDE, CONSISTING PRIMARILY OF SHRUBS AND GROUND COVER, ALONG THE SIDES OF THE BUILDING WHICH ABUT A PARKING AREA.
- INTERIOR LANDSCAPING SHALL INCLUDE NOT LESS THAN ONE TREE FOR EVERY 50 SQUARE FEET OF INTERIOR LANDSCAPED AREA.
- EACH TERMINAL ISLAND SHALL CONTAIN NOT LESS THAN ONE SHADE TREE AND A COMBINATION OF SHRUBS, GROUND COVER, GRASS AND MULCH AND SHALL BE CURBED.
- THE OWNER SHALL LANDSCAPE INTERIOR MEDIANS WITH NOT LESS THAN ONE SHADE TREE EVERY 20 LINEAR FEET THEREOF PLANTED SINGLY OR IN CLUSTERS. NO TREES SHALL BE LOCATED MORE THAN 50 FEET APART AND A COMBINATION OF SHRUBS, GROUND COVER, GRASS AND MULCH SHALL BE USED.

TURF AREAS:

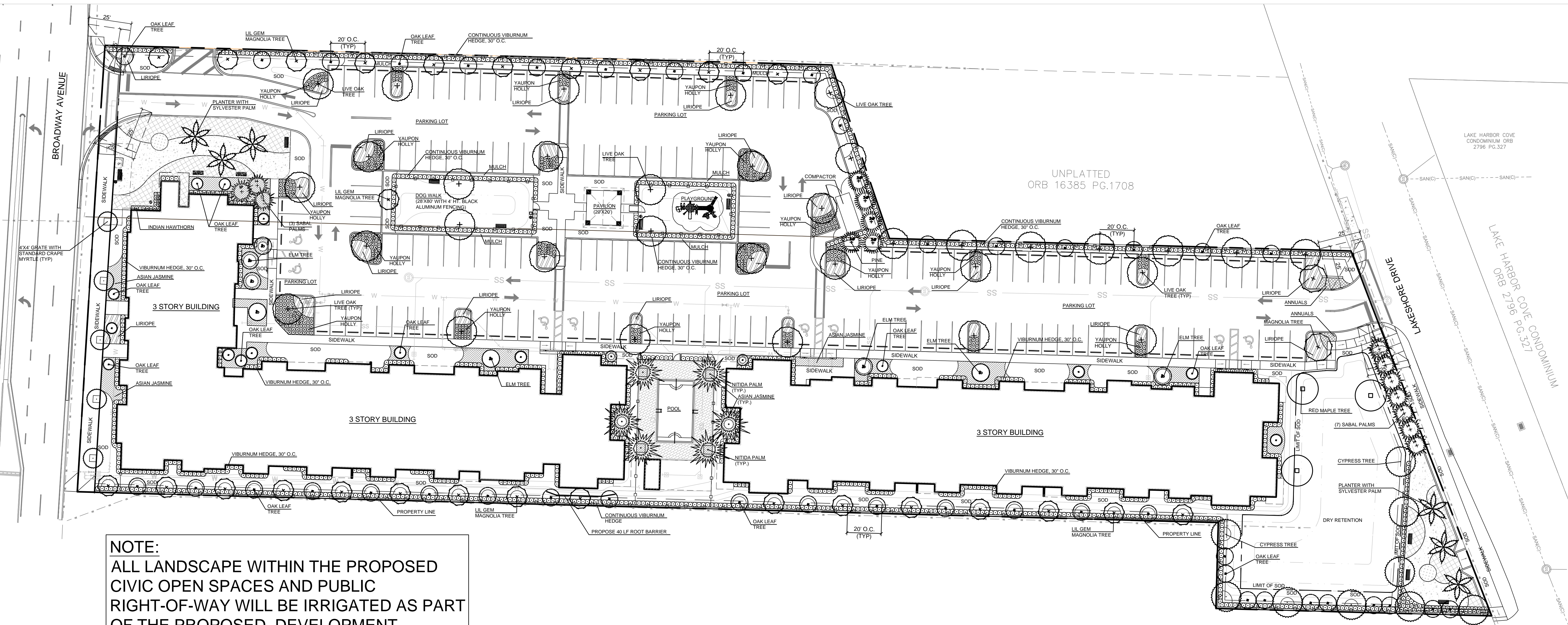
- MULTIPLE FAMILY DWELLINGS ARE ALLOWED TO INCORPORATE A MAXIMUM OF 55 PERCENT TOTAL LANDSCAPE COVERAGE CONSISTING OF TURF GRASS (MAX: SOD=34,562 SF. (55%), PROVIDED SOD=27,743 SF. (44.1%))

NOTE:

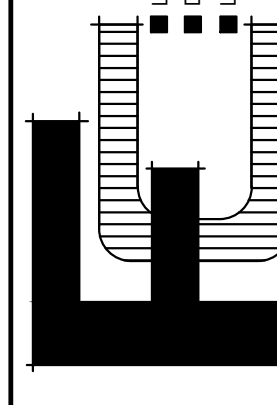
ALL LANDSCAPE MATERIALS PROPOSED UNDER EXISTING POWER LINES WILL MEET THE FPL "RIGHT TREE RIGHT PLACE" REQUIREMENTS.



KEY MAP  
SCALE: 1"=30'



FOREMAN  
CONSULTING, INC.



LANDSCAPE ARCHITECT  
KENT FOREMAN, RLA

RYM/KJF

DESCRIPTION

REVISIONS PER CITY COMMENTS

REVISIONS PER CITY COMMENTS

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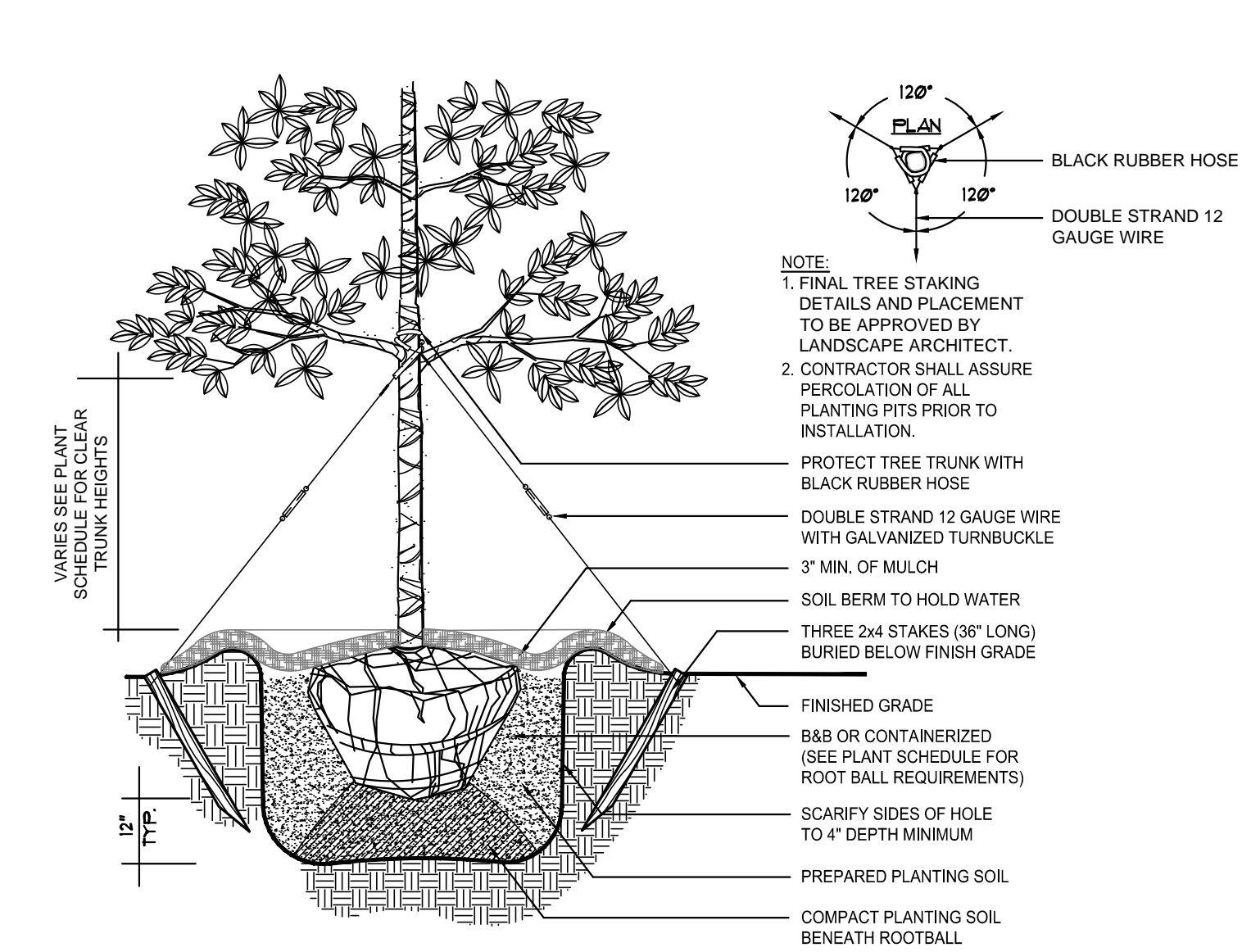
BERKELEY LANDING  
PREPARED FOR: BERKELEY LANDING LTD.  
CITY OF RIVIERA BEACH, FLORIDA

CONCEPTUAL LANDSCAPE PLAN

DATE: 07/12/2021  
SCALE: 1"=30'  
DRAWN BY: RYM  
KJF  
CHECKED BY: KJF

SHEET NO.  
LS-1

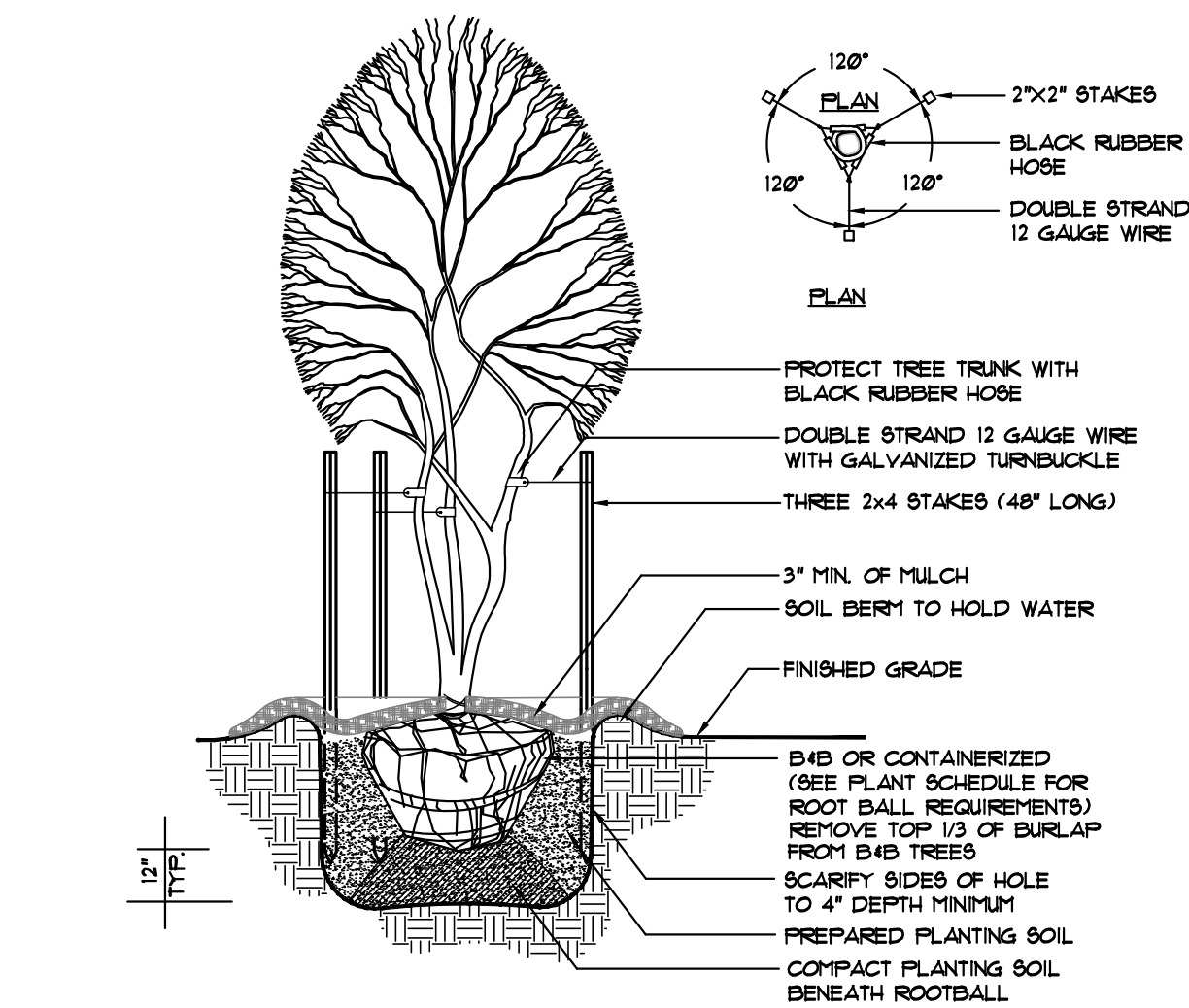




CANOPY TREE PLANTING DETAIL

NOT TO SCALE

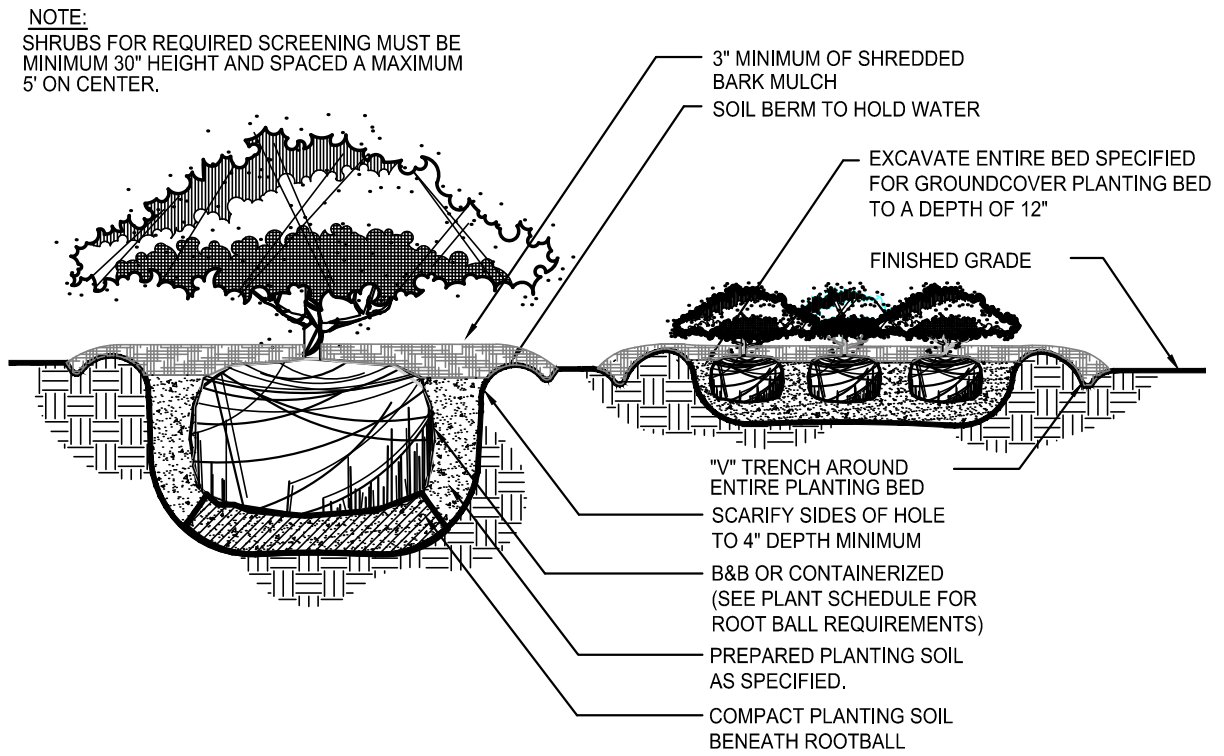
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MULTI-STEM TREE PLANTING DETAIL

NOT TO SCALE

LD-1

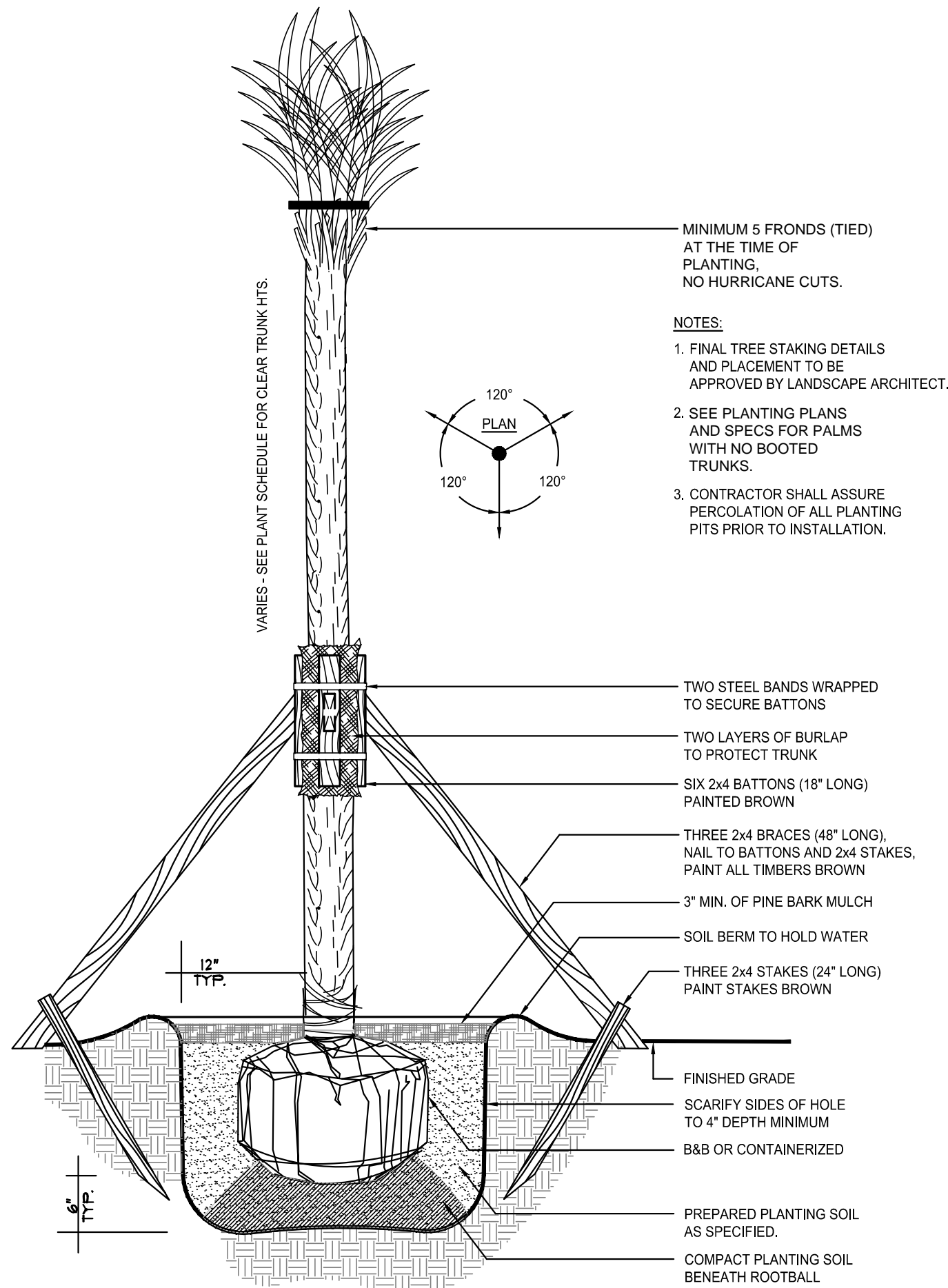


- NOTES:
- CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION. SEE SPECS SECTION 02950 PART 3 EXECUTION.
  - IN SEMI-IMPERVIOUS SOIL CONDITIONS, ROOTBALL ELEVATION SHALL BE 12" ABOVE FINISH GRADE. COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO SETTING ROOTBALL ELEVATIONS.
  - SOAK EACH PLANT BALL AND PIT IMMEDIATELY AFTER INSTALLATION.

SHRUBS AND GROUNDCOVER PLANTING DETAIL

NOT TO SCALE

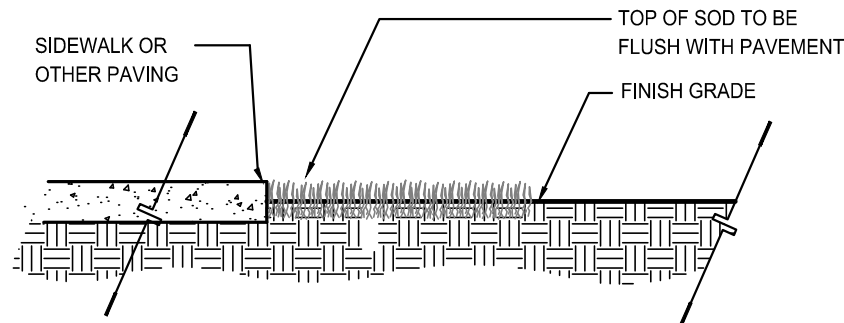
LD-1



PALM TREE PLANTING DETAIL

NOT TO SCALE

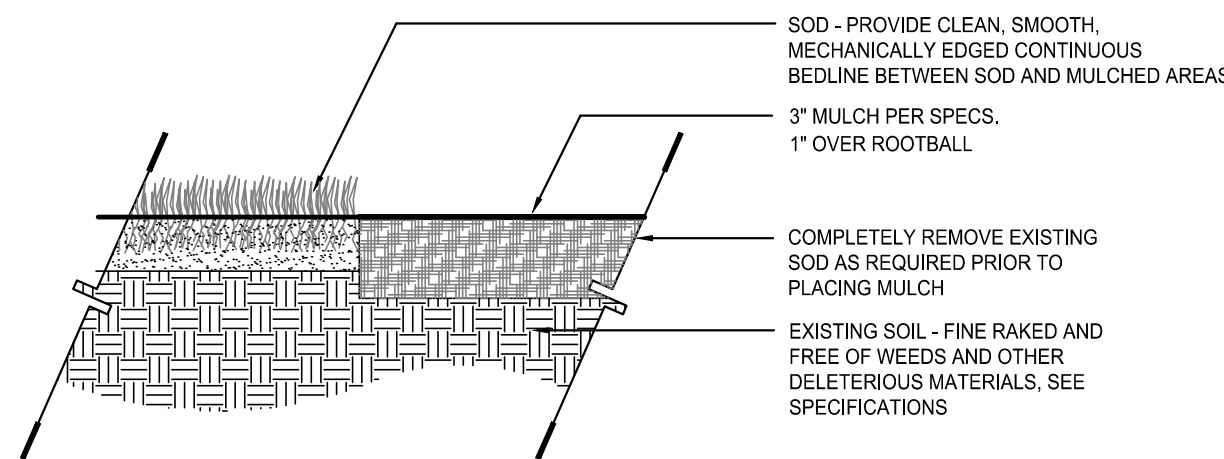
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SOD PLACEMENT ADJ. TO PAVEMENT

NOT TO SCALE

LD-1



SOD PLACEMENT ADJ. TO MULCH

NOT TO SCALE

LD-1

FLOWERING ANNUALS SCHEDULE:

SEASON	VARIETY	COLOR
January-March	Pansey Petunia	Purple, Red Purple
April-June	Begonia Salvia Marigold Impatiens	Pink, Red Purple, Red Yellow, Orange Pink, Purple, Lavender
July-September	Begonia Salvia	Pink, Red Purple, Red
October-December	Petunia Pansey Impatiens	Purple Purple, Red Pink, Purple, Lavender

## PRELIMINARY PLANT LIST:

TREES				
ABBREV.	BOTANICAL NAME	COMMON NAME	SIZE & SPECIFICATION	FLORIDA FRIENDLY
CE/65	Conocarpus erectus	Green Buttonwood	65 gal., 7'-8' ht., 4'-5' spr., 3" cal.	YES
ED/65	Elaeocarpus decipiens	Japanese Blueberry	65 gal., 7'-8' ht., 4'-5' spr., 3" cal.	YES
IC/65	Ilex 'Conaf' Oakleaf	Oak Leaf Holly	65 gal., 7'-8' ht., 4'-5' spr., 3" cal.	YES
LIS/65	Lagerstroemia indica	Standard Crape Myrtle	65 gal., 7'-8' ht., 4'-5' spr., 3" cal.	YES
MGL/65	Magnolia grandiflora 'Little Gem'	Little Gem Magnolia	65 gal., 3" cal.	YES
PE/30	Pinus elliotii	Slash Pine	30 gal., 8'-10' x 4'-5', 2" cal.	YES
QV/100	Quercus virginiana	Live Oak	100 gal., 3" min. cal.	YES
TD/65	Taxodium distichum	Bald Cypress	65 gal., 3" min. cal.	YES

PALMS				
ABBREV.	BOTANICAL NAME	COMMON NAME	SIZE & SPECIFICATION	FLORIDA FRIENDLY
PS	Phoenix sylvestris	Sylvester Palm	Min. 12' c.t. ht, matched, specimen quality	YES
SP	Sabal palmetto	Sabal Palm	Vary c.t. hts. of 10', 12' and 14'	YES

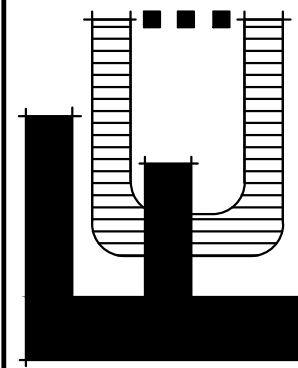
SHRUBS & GROUND COVERS				
ABBREV.	BOTANICAL NAME	COMMON NAME	SIZE & SPECIFICATION	FLORIDA FRIENDLY
ANN/1	Annuals	Annuals	1 gal., 5-7 ppp., full, 12" o.c.	VARIES
FM	Ficus microcarpa	Green Island Ficus	3 gal., 15"-18" ht., 15"-18" spr., 24" o.c.	YES
IV/3	Ilex vomitoria "Schillings"	Schillings Holly	3 gal., 15"-18" x 15"-18", 24" o.c.	YES
LEG/1	Liriope 'Emerald Goddess'	Emerald Goddess	1 gal., 4-5 ppp., full, 18" o.c.	YES
PE/3	Philodendron erubescens	Philodendron	3 gal., 30" min. ht., 30" o.c.	YES
RI/3	Raphiolepis indica 'Alba'	White Indian Hawthorn	3 gal., 15"-18" ht., 15"-18" spr., 24" o.c.	YES
TA/1	Trachelospermum asiaticum	Asian Jasmine	1 gal., 4-5 ppp, 12" runners, 12" o.c.	YES
VO/3	Viburnum odoratissimum	Sweet Viburnum	3 gal., 30" min. ht., 30" o.c.	YES
ZP/3	Zamia pumila	Coontie	3 gal., 15"-18" x 15"-18", 24" o.c.	YES

SOD				
ABBREV.	BOTANICAL NAME	COMMON NAME	SIZE & SPECIFICATION	FLORIDA FRIENDLY
SOD	Stenotaphrum secundatum	St Augustine Sod	solid sod	YES
SOD-1	Paspalum notatum	Bahia Sod	solid sod	YES

## LANDSCAPE NOTES:

- ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS SPECIFIED IN "GRADES AND STANDARDS FOR NURSERY PLANTS", "PARTS 1 AND 2, BY DIVISION OF PLANT INDUSTRY, FLORIDA", DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AND SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMEN 'STANDARDS FOR NURSERY STOCK', LATEST EDITION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF QUANTITIES IN THE PLANT LIST. IN THE EVENT OF A CONFLICT BETWEEN QUANTITIES ON THE PLANT LIST AND THE PLANS, THE PLANS SHALL CONTROL AND THE DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BID. ANY DEVIATION FROM THESE PLANS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.
- CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE BUILDING CODES, ORDINANCES AND LOCAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO PERFORM THE WORK.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR INSPECTION OF EXISTING CONDITIONS AND PROMPTLY REPORTING ALL DISCREPANCIES AND IMPROPER CONDITIONS (WETNESS, MUCK, DEBRIS, ECT) TO LANDSCAPE ARCHITECT PRIOR TO BIDDING. CONTRACTOR IS RESPONSIBLE FOR SOIL ANALYSIS PRIOR TO INSTALLATION OF PLANTINGS, AND IS RESPONSIBLE FOR ALL SOIL AMENDMENTS TO CONFORM TO SPECIFICATIONS.
- THE LANDSCAPE CONTRACTOR SHALL AQUAINT HIMSELF WITH ALL CIVIL DRAWING AS THEY RELATE TO PAVING SITE GRADING, AND ALL UTILITIES, (INCLUDING WATER, SEWER AND ELECTRICAL SUPPLY) TO PRECLUDE ANY MISUNDERSTANDING AND ENSURE TROUBLE FREE INSTALLATION. THE EXACT LOCATION OF ALL EXISTING STRUCTURES, UNDERGROUND UTILITIES, EXISTING UNDERGROUND SPRINKLERS AND PIPE MAY NOT BE INDICATED ON DRAWINGS. THE CONTRACTOR SHALL CONDUCT HIS WORK IN A MANNER TO PREVENT INTERRUPTION OR DAMAGE TO EXISTING SYSTEMS WHICH MUST REMAIN OPERATIONAL. THE CONTRACTOR SHALL PROTECT UTILITY SERVICES WHICH MUST REMAIN OPERATIONAL AND SHALL BE RESPONSIBLE FOR THERE REPLACEMENT IF DAMAGED BY HIM.
- ALL PLANTING BEDS SHALL RECEIVE A 3" LAYER (1" OVER ROOTBALL) OF PINE BARK MULCH.

FOREMAN  
CONSULTING, INC.



LANDSCAPE ARCHITECT  
KENT FOREMAN, RLA

SYM KJF  
SYM KJF

DESCRIPTION  
REVISIONS PER CITY COMMENTS

DATE  
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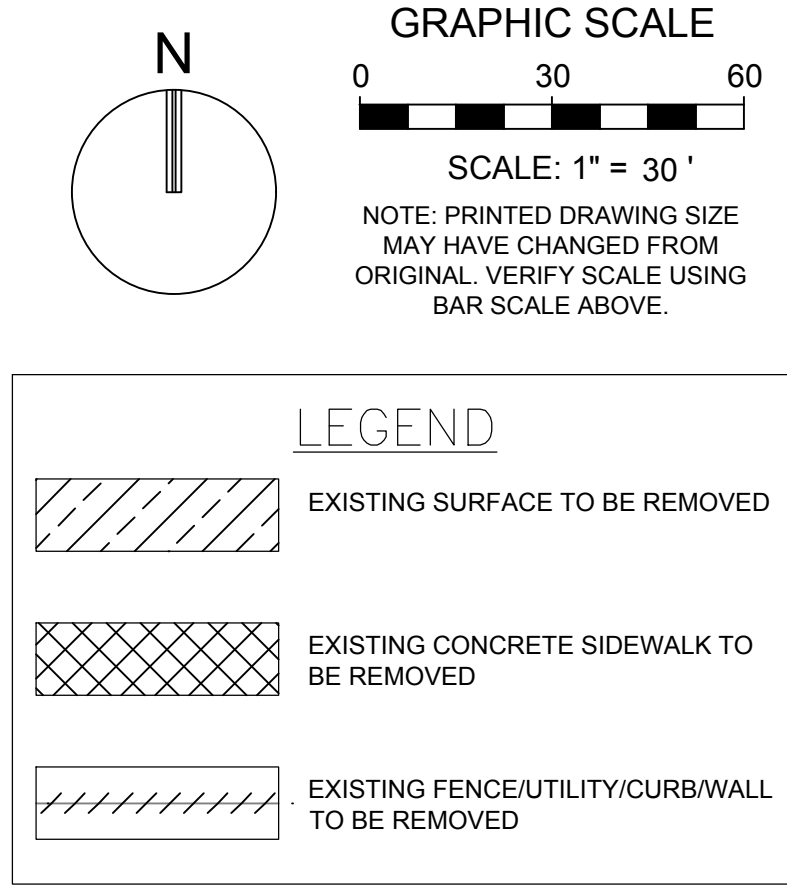
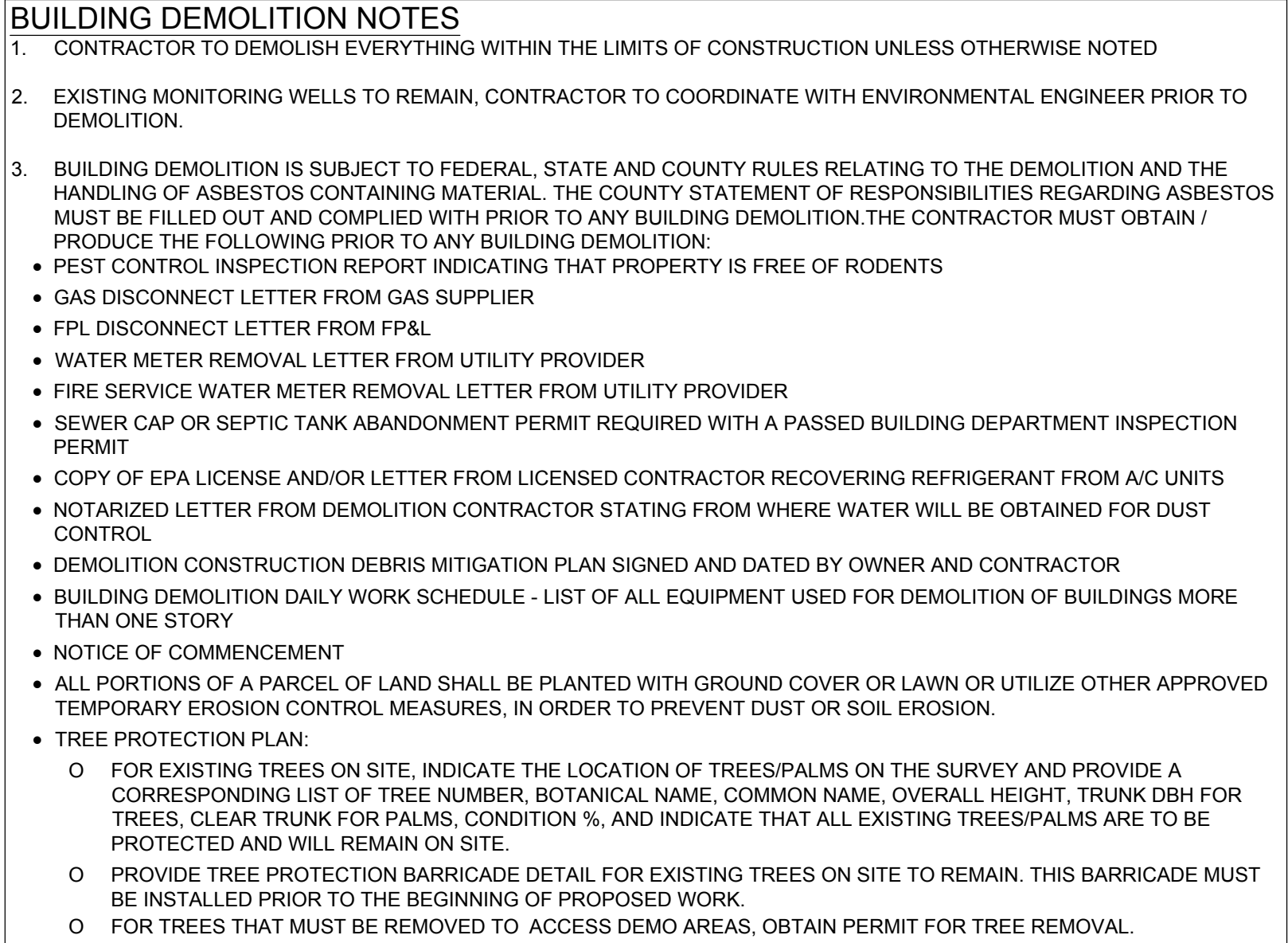
BERKELEY LANDING  
PREPARED FOR: BERKELEY LANDING LTD.  
CITY OF RIVIERA BEACH, FLORIDA

LANDSCAPE DETAILS & PLANT LIST

DATE: 07/12/2021  
SCALE: 1"=20'  
DRAWN BY: RYM  
DESIGNED BY: KJF  
CHECKED BY: KJF

SHEET NO.  
LD-1



[illegible]

Plotted by: crogers On Wednesday, September 23, 2020 9:40:08 AM

Drawing name: N:\111974.00 - Berkeley Landing, Riviera Beach - Pinnacle Housing Group\Engineering\Cadd\11974.00-CD-1XX.dwg

STATUS: PRELIMINARY









Florida Certificate of Authorization: 7928  
Licensed Business Number: 6860

## REVISIONS

[illegible]

**PRELIMINARY PLAN  
NOT FOR CONSTRUCTION**

THESE PLANS ARE NOT FULLY PERMITTED  
AND ARE SUBJECT TO REVISIONS MADE  
DURING THE PERMITTING PROCESS.

**RESPONSIBILITY FOR THE USE OF THESE  
PLANS PRIOR TO OBTAINING PERMITS FROM  
ALL AGENCIES HAVING JURISDICTION OVER  
THE PROJECT WILL FALL SOLELY UPON THE  
USER.**

ISSUE DATE:	04/06/21
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DESIGNED BY: JVP

DRAWN BY: SG

CHECKED BY:	CAR
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<b>BID-CONTRACT:</b>	
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**CLIENT**

**PINNACLE  
HOUSING  
GROUP**

PROJECT

BERKELEY  
LANDING

SHEET TITLE

PAVEMENT MARKING  
AND SIGNAGE PLAN

SHEET NUMBER CM-101

PROJECT NUMBER	11974.00
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Plotted by: crogers On Wednesday, September 23, 2020 9:40:08 AM

Drawing name: N:\111974.00 - Berkeley Landing, Riviera Beach - Pinnacle Housing Group\Engineering\Cadd\11974.00-CM-1XX.dwg

STATIS- PRELIMINARY





**PRELIMINARY PLAN  
NOT FOR CONSTRUCTION**

ISSUE DATE:	04/06/2018
DESIGNED BY:	JVP
DRAWN BY:	SG
CHECKED BY:	CAR
BID-CONTRACT:	

**PINNACLE  
HOUSING  
GROUP**

BERKELEY  
LANDINGPAVING, GRADING,  
AND DRAINAGE PLAN

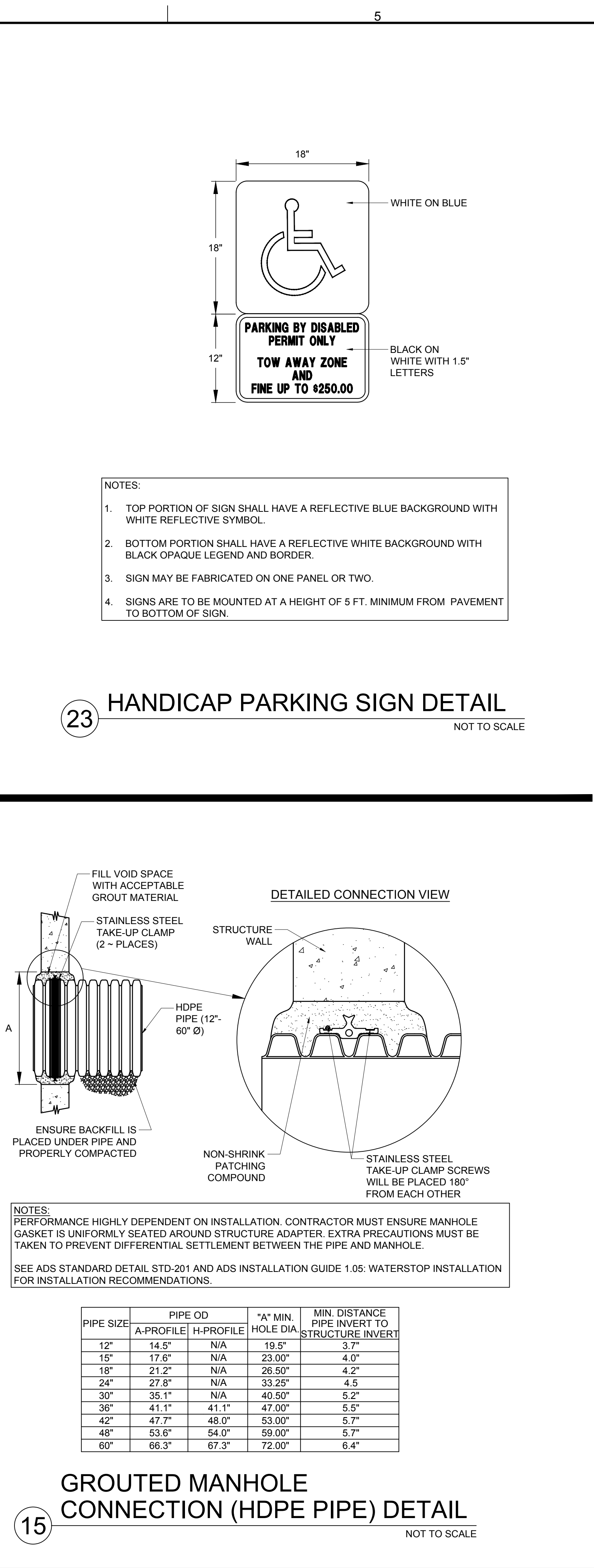
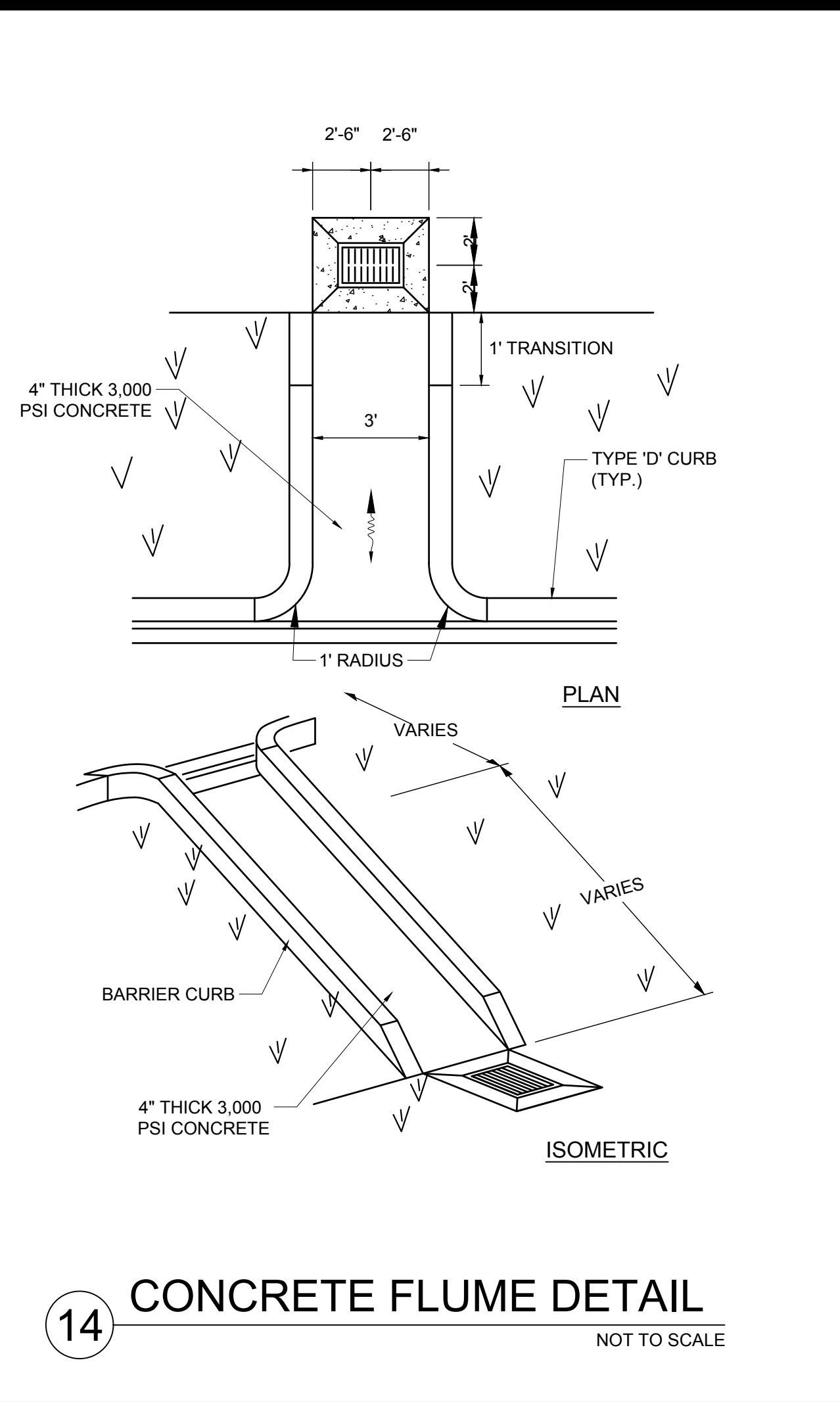
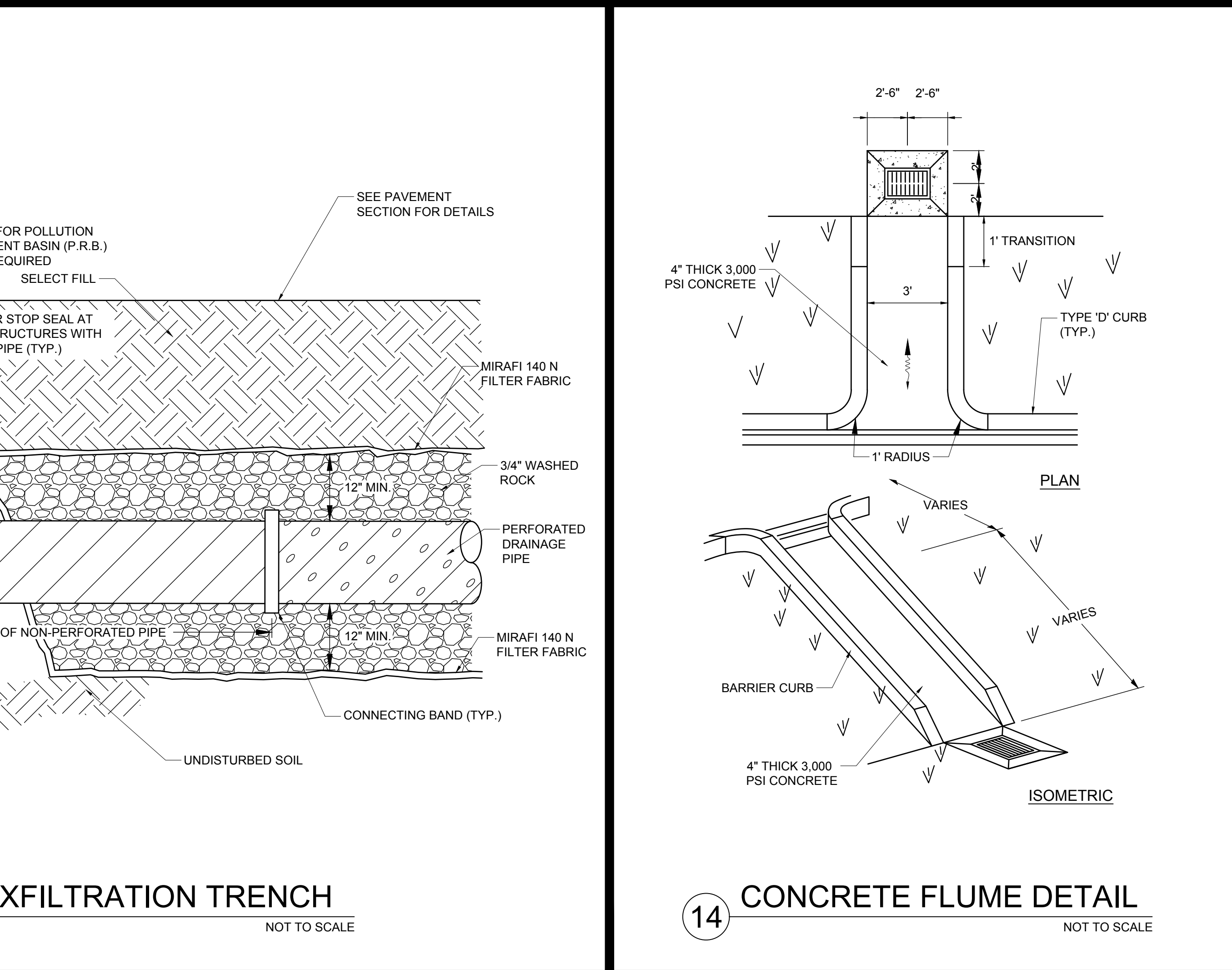
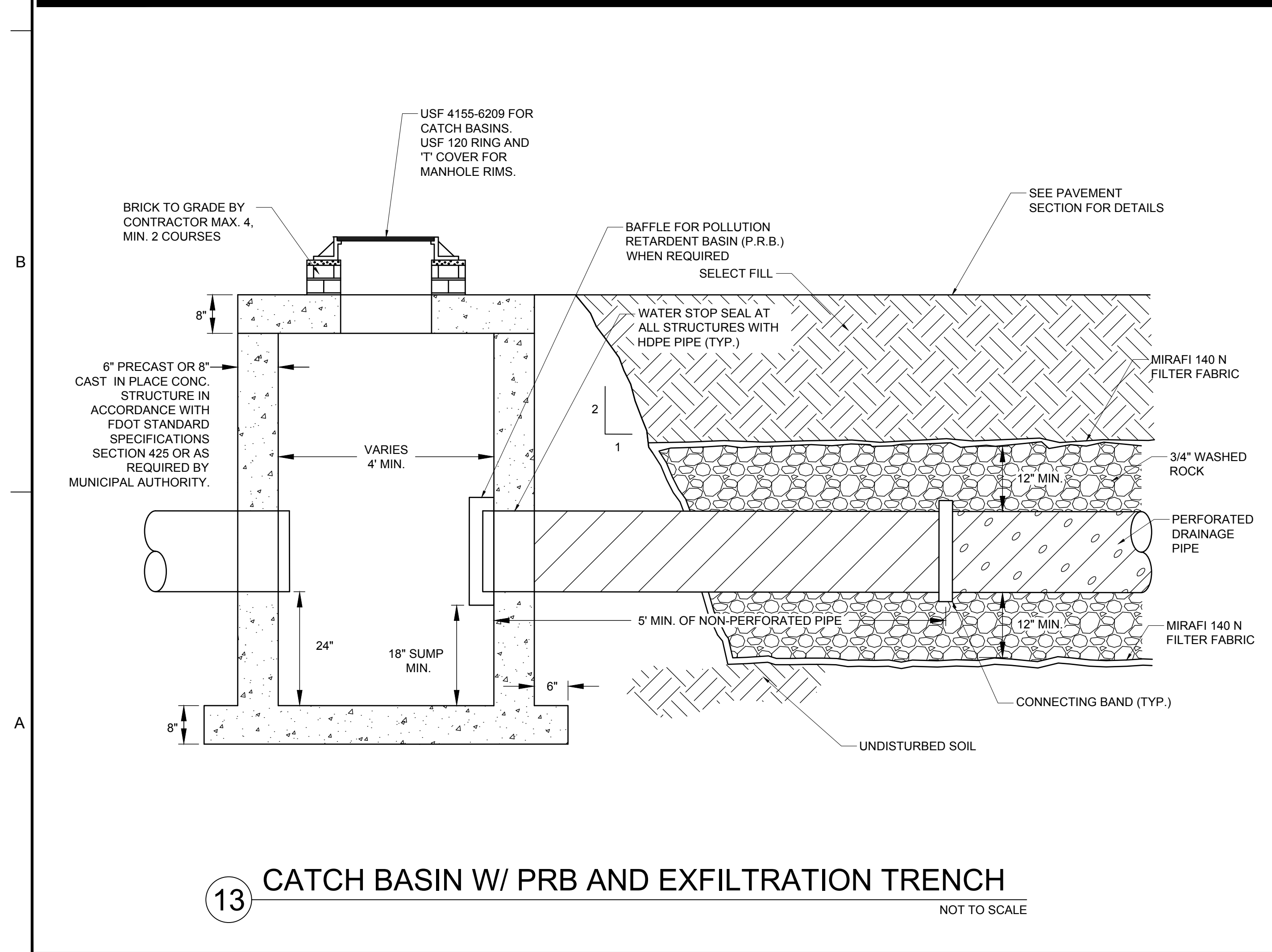
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STATISTICS: DPEI IMINAPV



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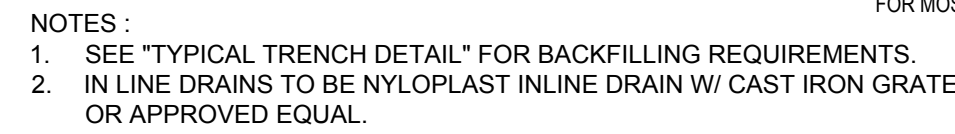












NOT TO SCALE

OPTIONAL BASE GROUP 7 WITH:  
PRIME COAT, SN OF 1.50 MIN.  
(COMPACT TO 98% MAX. DRY  
DENSITY PER AASHTO T-180)

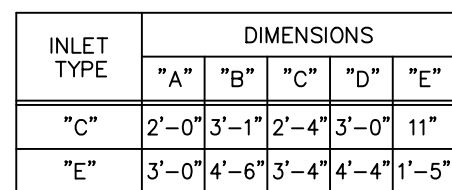
STABILIZED SUBGRADE  
(COMPACT TO 98% MAX. DRY  
DENSITY PER AASHTO T-180)

NOT TO SCALE

GRATES: IRON GRATES IN ACCORDANCE WITH FLORIDA  
DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

INLET TYPES: INLETS ARE TO BE SHOWN HEREON. REVOLVE POSITION TO ACCOMMODATE LARGER DIAMETER PIPE SIZE.

MATERIAL: INLET WALLS AND FOOTING MAY BE EITHER POURED-IN-PLACE 2500 LB. CONCRETE; OR PRECAST CLASS "A" 3000 LB. CONCRETE; OR STANDARD MANHOLE BRICK (NO BLOCK) WITH 1/2" PLASTER (NO LIME) WITH 8" PRECAST CAP.



GRATES: IRON GRATES IN ACCORDANCE WITH FLORIDA DEPARTMENT  
OF TRANSPORTATION SPECIFICATIONS.

INLET TYPES: INLETS ARE TO BE SHOWN HEREON. REVOLVE POSITION TO ACCOMMODATE LARGER DIAMETER PIPE SIZE.

2" MATERIAL: INLET WALLS AND FOOTING MAY BE EITHER POURED-IN-PLACE 2500 LB. CONCRETE; OR PRECAST CLASS "A" 3000 LB. CONCRETE; OR STANDARD MANHOLE BRICK (NO BLOCK) WITH 1/2" PLASTER (NO LIME) WITH 8" PRECAST CAP.

SCALE: NONE CONSTRUCT PER FDOT INDEX NO.'s 200 & 201

NOT TO SCALE

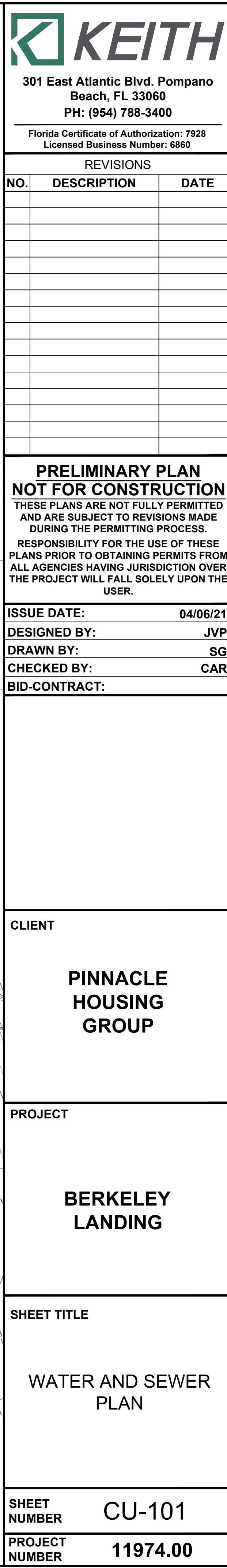
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**STATUS: PRELIMINARY**





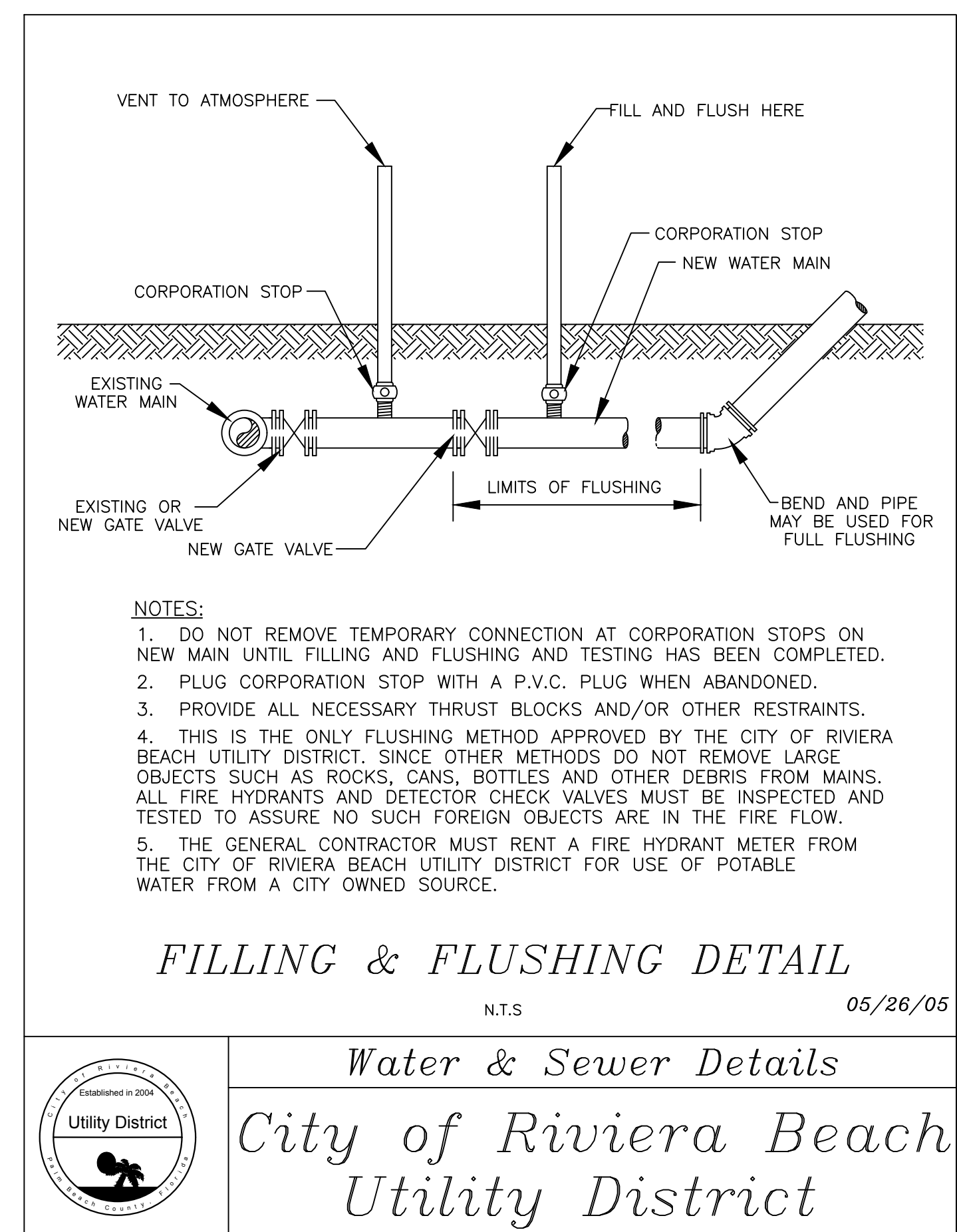
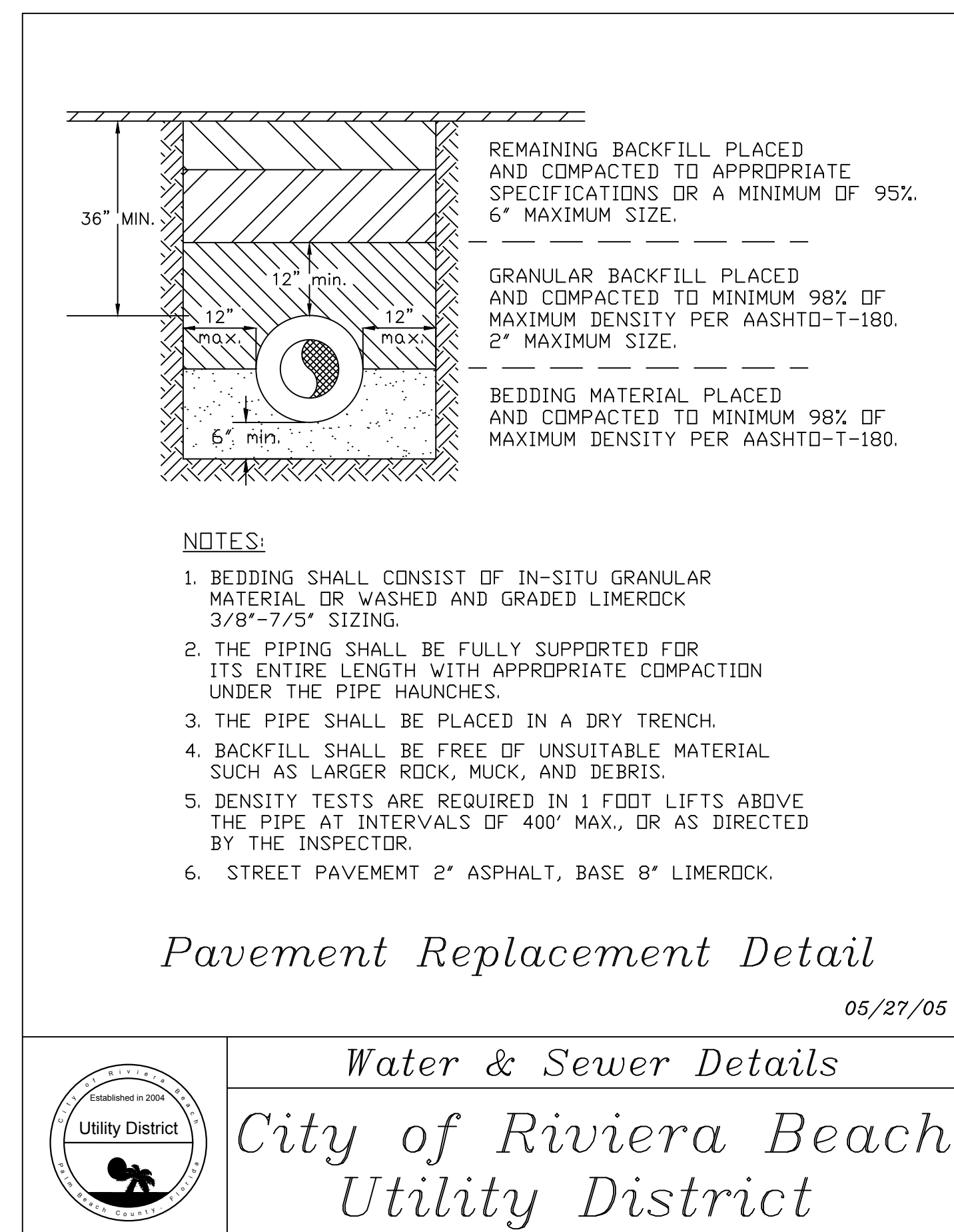
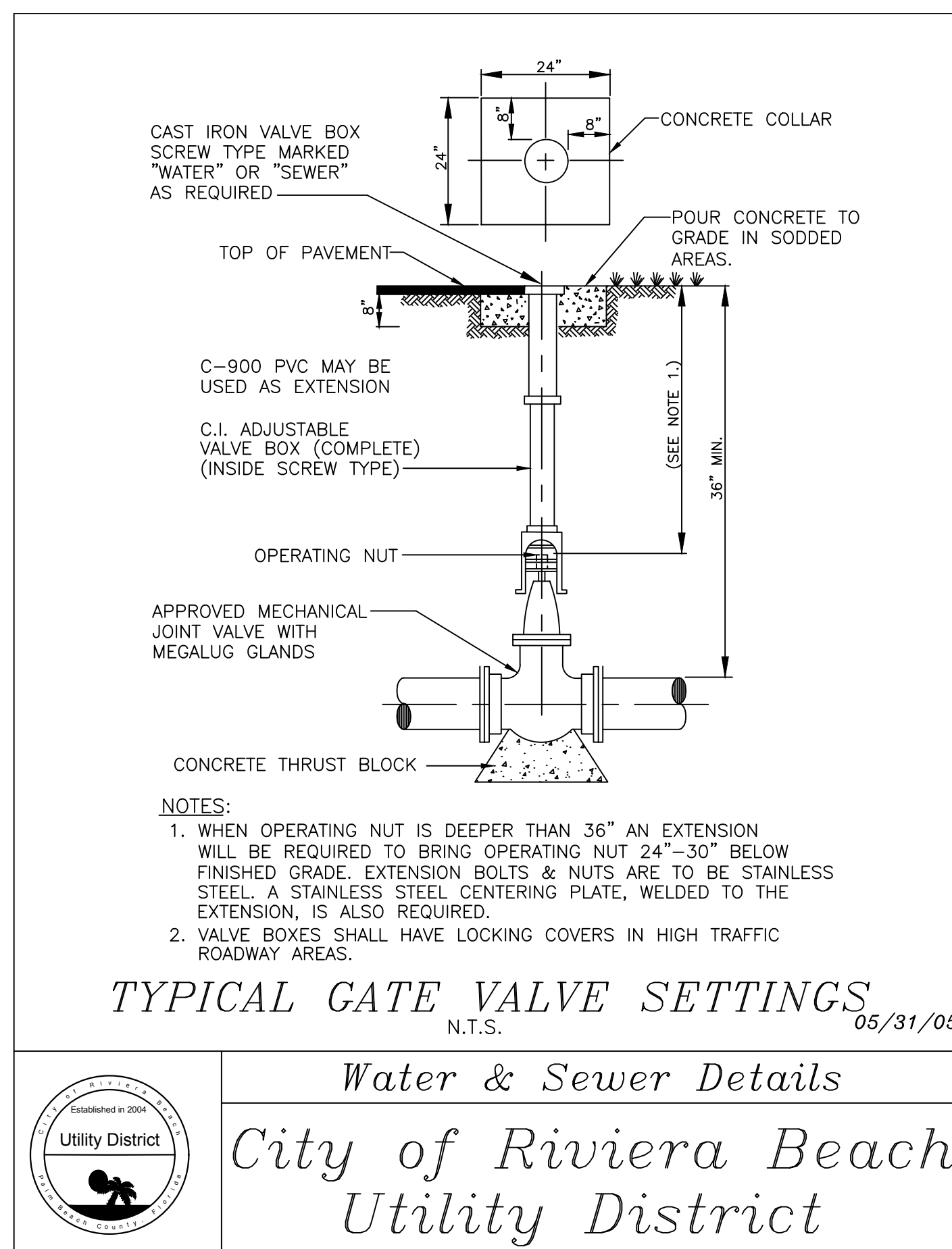
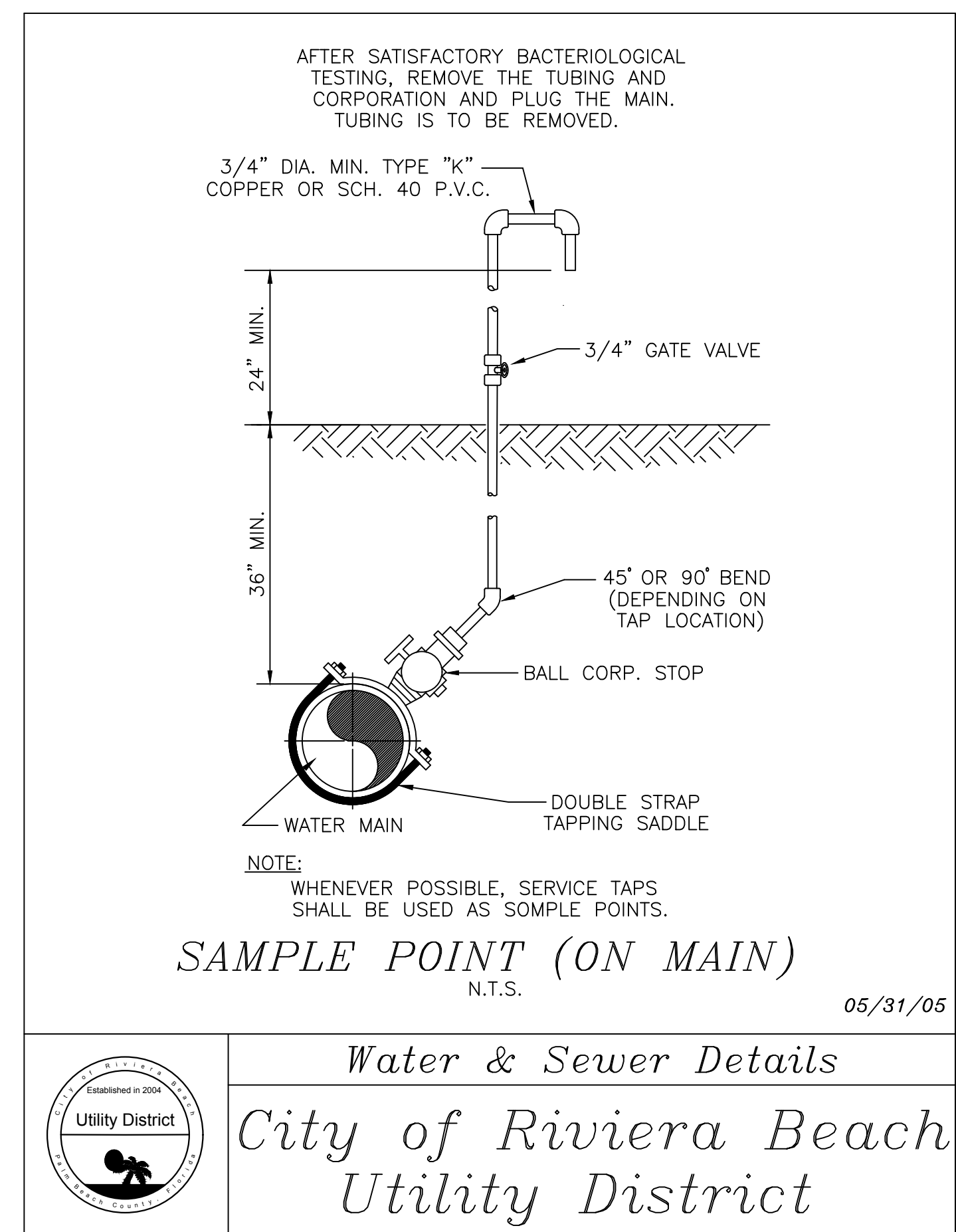
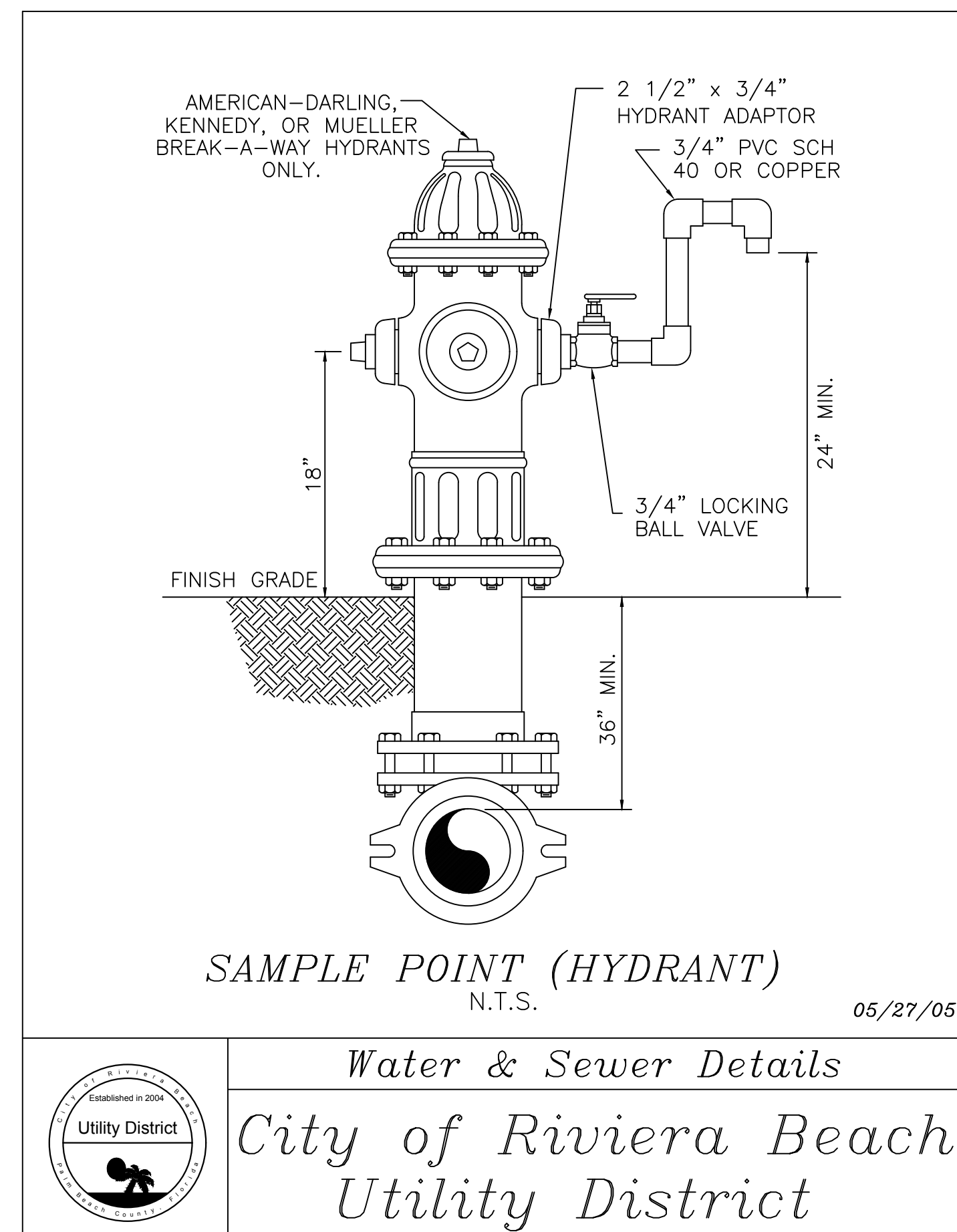
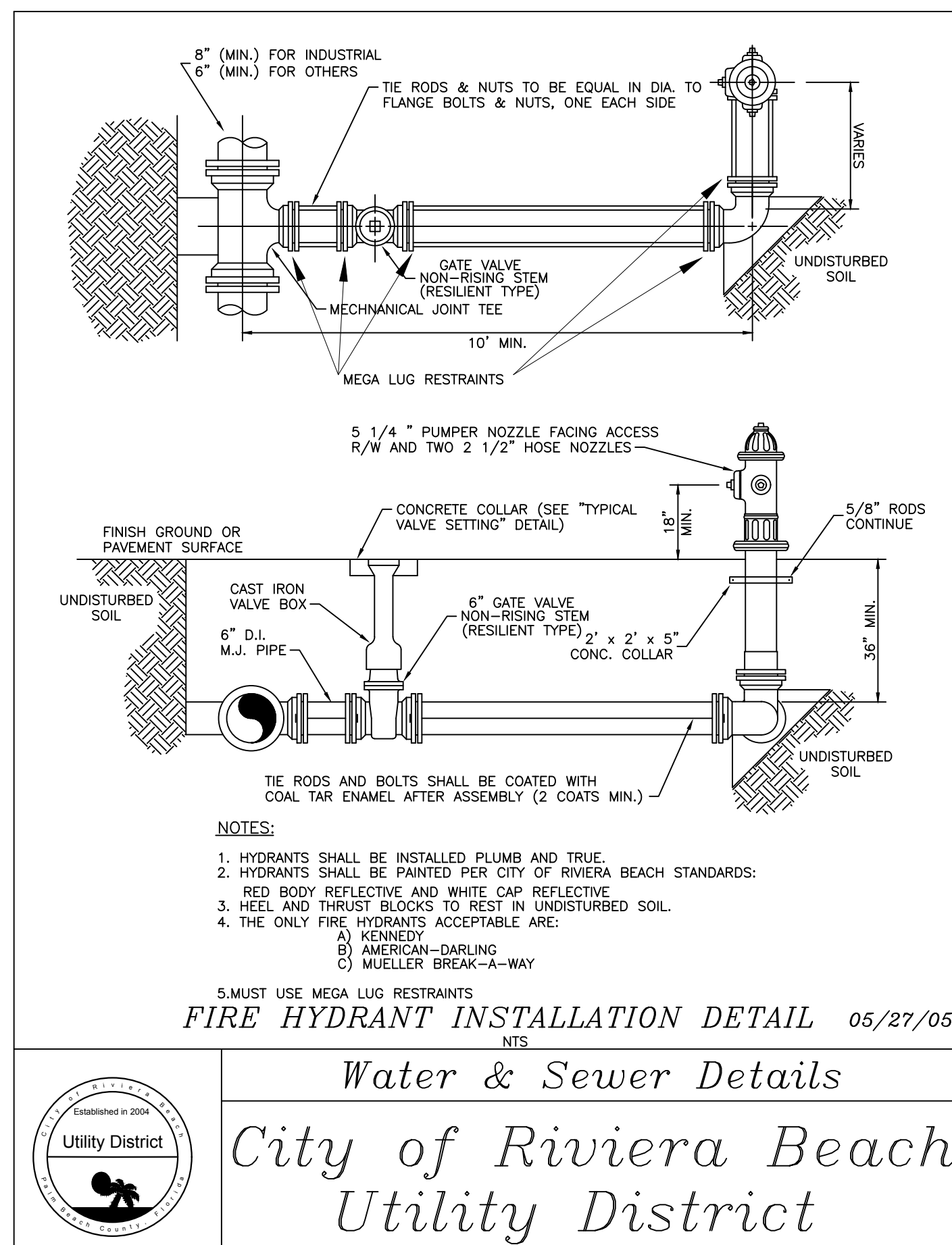


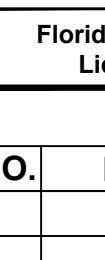




STATIIS: PREI IMINARY





 <b>KEITH</b>		
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Florida Certificate of Authorization: 7928 Licensed Business Number: 6860		
REVISIONS		
NO.	DESCRIPTION	DATE
<b>PRELIMINARY PLAN NOT FOR CONSTRUCTION</b>		
THESE PLANS ARE NOT FULLY PERMITTED AND ARE SUBJECT TO REVISIONS MADE DURING THE PERMITTING PROCESS.  RESPONSIBILITY FOR THE USE OF THESE PLANS PRIOR TO OBTAINING PERMITS FROM ALL AGENCIES HAVING JURISDICTION OVER THE PROJECT WILL FALL SOLELY UPON THE USER.		
ISSUE DATE:	04/06/21	
DESIGNED BY:	JVP	
DRAWN BY:	SG	
CHECKED BY:	CAR	
BID-CONTRACT:		
CLIENT		
PINNACLE HOUSING GROUP		
PROJECT		
BERKELEY LANDING		
SHEET TITLE		
WATER AND SEWER DETAILS		
SHEET NUMBER	CU-502	
PROJECT NUMBER	11974.00	

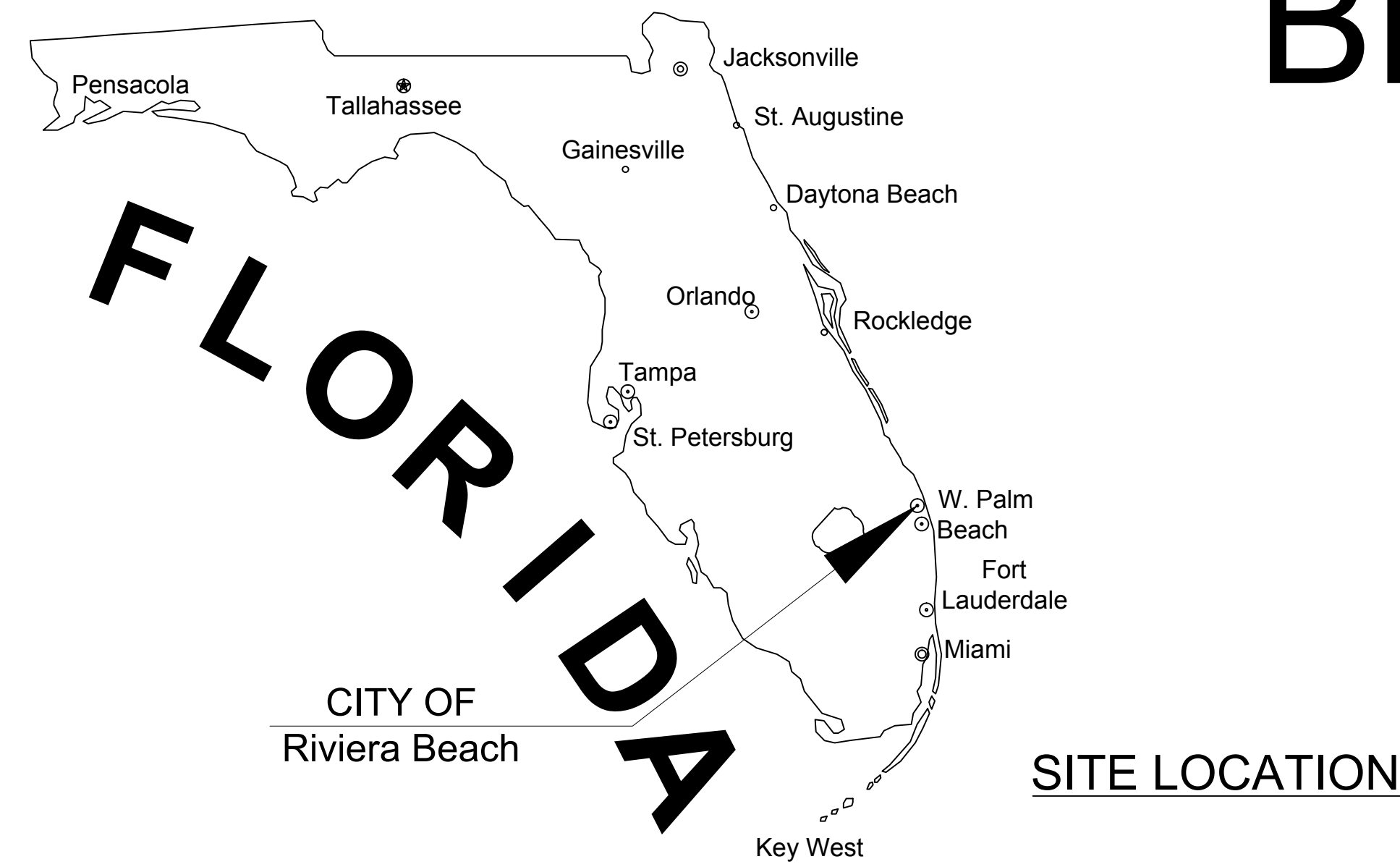




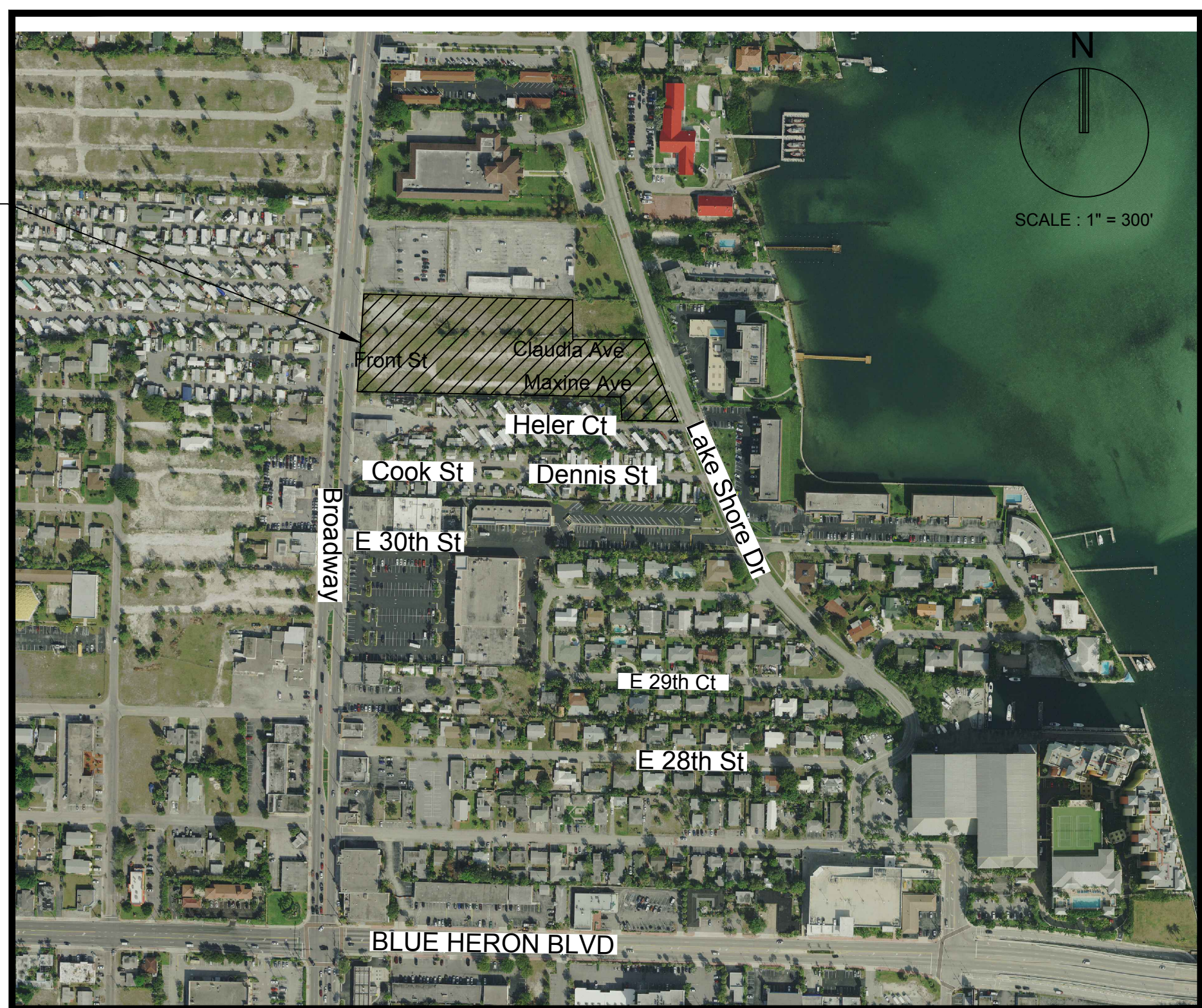


# BERKELEY LANDING

3100 & 3124 BROADWAY AVE.  
CITY OF RIVIERA BEACH, FL  
33404, FLORIDA



Sheet List Table	
Sheet Number	Sheet Title
GI-000	COVER SHEET
GI-002	LEGEND AND ABBREVIATIONS
GI-003	GENERAL CONSTRUCTION NOTES
GI-004	CONSTRUCTION SPECIFICATIONS
CG-101	EROSION CONTROL PLAN
CD-101	DEMOLITION PLAN
CS-101	SITE LAYOUT PLAN
CP-101	PAVING, GRADING, AND DRAINAGE PLAN
CP-501 THRU CP-504	PAVING, GRADING, AND DRAINAGE DETAILS
CU-101	WATER AND SEWER PLAN
CU-501 THRU CU-503	WATER AND SEWER DETAILS
CM-101	PAVEMENT MARKING AND SIGNAGE PLAN



LOCATION MAP  
SECTION 43, TOWNSHIP 42 S, RANGE 28 E  
FOLIO #56-43-42-28-00-002-0020 and  
56-43-42-28-42-000-0010

**LAND DESCRIPTION:**

LISA PARK, ACCORDING TO PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK BOOK 28, PAGE 74.

ALSO DESCRIBED AS A PARCEL OF LAND IN GOVERNMENT LOT 2, OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

ON THE SOUTH BY A LINE PARALLEL TO AND 185 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2, ON THE NORTH BY A LINE PARALLEL TO AND 285 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES, THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2, ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD #5 (FORMERLY STATE ROAD #4 AND DESCRIBED AS U.S. HIGHWAY #1)

AND ON THE EAST BY THE EASTERLY RIGHT-OF-WAY LINE OF AVENUE "A", AS SHOWN IN ROAD PLAT BOOK 1, PAGE 157, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS HOWEVER, THE EAST 250 FEET THEREOF.

**FEMA FLOOD ZONE:**

THE PROPERTY IS LOCATED WITHIN FLOOD ZONE X AND FLOOD ZONE AE WITH A BASE FLOOD ELEVATION OF 6 FEET, AS SHOWN ON F.I.R.M. NUM. 12099C0391F, BEARING A MAP EFFECTIVE DATE OF 10/5/2017.

THE PUBLIC ROADWAY(S) INDICATED IN THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS & HIGHWAYS - STATE OF FLORIDA.

THESE PLANS MAY HAVE BEEN  
REDUCED IN SIZE BY REPRODUCTION.  
THIS MUST BE CONSIDERED WHEN  
OBTAINING SCALED DATA.

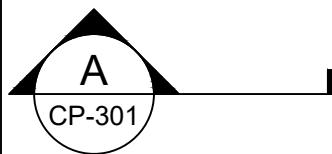



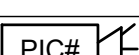


PREPARED FOR:  
Pinnacle Communities, LLC  
9400 S. Dadeland Blvd., Suite 100  
Miami, FL 33156






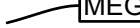


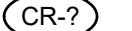



PROJECT No. 11974.00 8/04/2021
















GENERAL SYMBOLS	
SYMBOL	DESCRIPTION
	PROPOSED SECTION MARKER INDICATING THE SECTION LETTER AND THE SHEET ON WHICH THE SECTION VIEW APPEARS.
	DETAIL REFERENCE CALL OUT INDICATING THE DETAIL NUMBER AND THE SHEET ON WHICH THE DETAIL VIEW APPEARS.
	REVISION TRIANGLE NUMBER
	MISC BREAK LINES
	PHOTO LOCATION AND CORRESPONDING PICTURE NUMBER.
N: 623025.4322 E: 850262.1786	COORDINATE VALUES SHOWN ON PROPOSED IMPROVEMENTS ARE RELATIVE TO THE COORDINATE VALUES INDICATED ON THE RIGHT-OF-WAY, PROPERTY CORNERS OR REFERENCE MONUMENT

GEN SITE & PMS	
SYMBOL	DESCRIPTION
	PAVEMENT MARKING ARROWS
	STOP BAR
	ADA PARKING
	CONCRETE CAR STOP
	BICYCLE
	BICYCLE RACK
	AUTOMOBILE
	POST MOUNTED SIGNS 1,2, DOUBLE POST & 4 WAY
33	PARKING SPACE NUMBER
	BASELINE, CENTER, PROPERTY, FLOW & MONUMENT LINE
	BUILDING ACCESS (ADA) / (NON-ADA)

PAVING & GRADING	
SYMBOL	DESCRIPTION
 0.04%      0.04%	FLOW DIRECTIONAL ARROW
	ELEVATION CHANGE
 5.00	MAJOR / MINOR CONTOUR ELEVATION
 13.56	GRADE ELEVATION
 13.56 10.00	TOP OF CURB / PAVEMENT ELEVATION
 MEG	MATCH EXISTING GRADE
	SLOPE BANK
 A-1 24'	DRIVEWAY TURNOUT IDENTIFICATION (FDOT INDEX 515) W/ DRIVE WIDTH
 CR-7	SIDEWALK CURB RAMP (PER FDOT INDEX 304)
	SEAWALL

UTILITY PIPES	
SYMBOL	DESCRIPTION
	PIPE FITTINGS: TEE, 90, 45, 22.5, 11.2, CAP, CAP
	W/FWO, REDUCER, VERTICAL, PLUG
	VALVES: GATE, BUTTERFLY, DOUBLE BTRFLY, BFP, VACUUM BREAKER
	MAN/AUTO BLOWOFF, ARV, TAPP SADDLE, PIV, FLUSH VLV, CORP STOP
	SAMPLE PNT, HYDRANT, FDC, WATER WELL
	TAPPING SADDLE
	EXFILTRATION TRENCH
	PIPE CASING
	VENT PIPE BOX
	UTILITY CROSSING TABLE REFERENCE

SYM	DESCRIPTION	SYM	DESCRIPTION
	CONCRETE AREA		BRICK PAVERS
	JOGGING PATH		SOIL TRACKING PREVENTION DEVICE
	PAVEMENT AREA		SAND (DETAIL / ELEVATION)
	BUILDING HATCH		EARTH (DETAIL / ELEVATION)
	MILLING AND RESURFACING		GRAVEL (DETAIL / ELEVATION)
	DETECTABLE WARNING PER FLORIDA CODE		GRASS AREA
	DEMOLITION AREA		

SYMBOL		DESCRIPTION	
		FDOT C,D,E,F & FABRIC CATCH BASIN	
		NON-FDOT ROUND CB'S & MANHOLES, MDC STRUCTURE	
		CURB INLETS	
		TRENCH DRAIN	
		PIPE CULVERT - MITERED END SECTION	
		STRAIGHT ENDWALL	
		PUMP STATION LOCATION AND NUMBER	
		GREASE TRAP SINGLE AND DOUBLE	
		SEPTIC TANK	
		SEPTIC DRAIN FIELD	
		DRAINAGE WELL, DRAIN C.B., CONTROL STRUCTURE	
		MONITORING WELL	
		WATER WELL	
		WATER METER	
		YARD DRAIN / 9" DECK DRAIN ROUND & SQUARE	
		CLEAN OUT 6", 4" & BOX	
		STORM STRUCTURE TABLE REFERENCE NUMBER	
		SEWER STRUCTURE TABLE REFERENCE NUMBER	
<div><div></div><div>CONST. 5' Ø CB RIM EL. = 12.88 N INV. ELEV. = 4.50' - XX" DIP E INV. ELEV. = 4.50' - XX" DIP S INV. ELEV. = 4.50' - XX" DIP W INV. ELEV. = 4.50' - XX" DIP</div></div>		<div><div></div><div>SEWER STRUCTURE CALLOUT (SHOWN AS A CIRCLE CIRCUMSCRIBING THE STRUCTURE NUMBER.)</div></div>	INDICATES STRUCTURE NUMBER, STATION & OFFSET, STRUCTURE SIZE & TYPE, RIM/GRATE ELEVATION, PIPE INVERT ELEVATIONS & DIRECTION, PIPE SIZE & MATERIAL AS WELL AS ANY SPECIAL NOTES.
<div><div></div><div>CONST. 5' Ø CB RIM EL. = 12.88 N INV. ELEV. = 4.50' - XX" DIP E INV. ELEV. = 4.50' - XX" DIP S INV. ELEV. = 4.50' - XX" DIP W INV. ELEV. = 4.50' - XX" DIP</div></div>		<div><div></div><div>STORM STRUCTURE CALLOUT (SHOWN AS A HEXAGON CIRCUMSCRIBING THE STRUCTURE NUMBER.)</div></div>	
INLET PROTECTION ??			

PROPOSED UTILITIES

W

WATER LINE

SAN

SANITARY SEWER

FM

FORCE MAIN

LFM

LOW PRESSURE FM

SD

STORM DRAIN

PSD

PRESSURE STORM

IRR

IRRIGATION

RAW

RAW WATER

RCW

RECLAIMED WATER

TOPO

BREAKLINE

MAJOR CONTOUR

MINOR CONTOUR

TOB

TOP OF BANK

TOE

TOE OF SLOPE

EOW

EDGE OF WATER

CLS

CENTERLINE OF SWALE

PAVEMENT MARKING

STRIPE SKIP 2-4

STRIPE SKIP 3-9

STRIPE SKIP 6-10

STRIPE SKIP 10-30

STRIPE SKIP 10-10-20

STRIPE SKIP 2-2-2

GENERAL SITE

DEMOLITION

TURBIDITY BARRIER

PARKING STRIPING (SINGLE)

BUILDING SETBACK

FIRE TRUCK PATH

SIGHT TRIANGLE

BUILDING FOOTPRINT

VEHICLE OVERHANG

CONSTRUCTION LIMITS

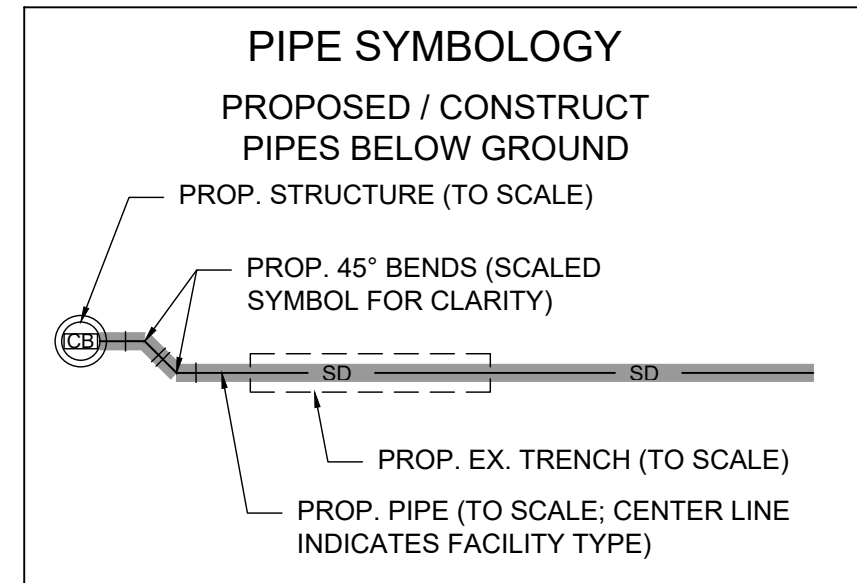
SILT FENCE

PARKING STRIPING (DOUBLE)


ABBREVIATIONS	
ABBRV	DESCRIPTION
AADT	ANNUAL AVERAGE DAILY TRAFFIC
ABAN	ABANDON
ADJ	ADJUST
APPROX.	APPROXIMATE
A.C.	ASPHALT CONCRETE
ACCM PIPE	ASPHALT COATED CORRUGATED METAL
BIT.	BITUMINOUS
BC	BACK OF CURB
BD.	BOUND
BL	BASELINE
BLDG	BUILDING
BM	BENCHMARK
BO	BY OTHERS
BOS	BOTTOM OF SLOPE
BR.	BRIDGE
CAP	CORRUGATED ALUMINUM PIPE
CB	CATCH BASIN
CBICI	CATCH BASIN WITH CURB INLET
CC	CEMENT CONCRETE
CCM	CEMENT CONCRETE MASONRY
CEM	CEMENT
CI	CURB INLET
CIP	CAST IRON PIPE
CLF	CHAIN LINK FENCE
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO.	COUNTY
CONC	CONCRETE
CONT	CONTINUOUS
CONST	CONSTRUCTION
CR GR	CROWN GRADE
DHV	DESIGN HOURLY VOLUME
DI	DROP INLET
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DWY	DRIVEWAY
ELEV (OR EL.)	ELEVATION
EMB	EMBANKMENT
EOP	EDGE OF PAVEMENT
EXIST (OR EX)	EXISTING
EXC	EXCAVATION
F&C	FRAME AND COVER
F&G	FRAME AND GRATE
FDN.	FOUNDATION
FLDSTN	FIELDSTONE
GAR	GARAGE
GD	GROUND
GI	GUTTER INLET
GIP	GALVANIZED IRON PIPE
GRAN	GRANITE
GRAV	GRAVEL
GRD	GUARD
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE
HDW	HEADWALL
HMA	HOT MIX ASPHALT
HOR	HORIZONTAL
HYD	HYDRANT
INV	INVERT
JCT	JUNCTION
L	LENGTH OF CURVE
LB	LEACH BASIN
LP	LIGHT POLE
LT	LEFT
MAX	MAXIMUM
MB	MAILBOX
MEG	MATCH EXISTING GRADE
MH	MANHOLE
MIN	MINIMUM
NIC	NOT IN CONTRACT

ABBREVIATIONS CONTINUED	
ABBRV	DESCRIPTION
NO.	NUMBER
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
P.G.L.	PROFILE GRADE LINE
PI	POINT OF INTERSECTION
POC	POINT ON CURVE
POT	POINT ON TANGENT
PRC	POINT OF REVERSE CURVATURE
PROJ	PROJECT
PROP	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
PVMT	PAVEMENT
PWW	PAVED WATER WAY
R	RADIUS OF CURVATURE
R&D	REMOVE AND DISPOSE
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RDWY	ROADWAY
REM	REMOVE
RET	RETAIN
RET WALL	RETAINING WALL
ROW	RIGHT OF WAY
RR	RAILROAD
R&R	REMOVE AND RESET
RT	RIGHT
SHLD	SHOULDER
SMH	SEWER MANHOLE
ST	STREET
STA	STATION
SSD	STOPPING SIGHT DISTANCE
SW	SIDEWALK
T	TANGENT DISTANCE OF CURVE/TRUCK %
TAN	TANGENT
TEMP	TEMPORARY
TC	TOP OF CURB
TOS	TOP OF SLOPE
TSV	TAPPING SLEEVE AND VALVE
TYP	TYPICAL
UP	UTILITY POLE
VAR	VARIES
VERT	VERTICAL
VC	VERTICAL CURVE
WCR	WHEEL CHAIR RAMP
WIP	WROUGHT IRON PIPE
WM	WATER METER/WATER MAIN
X-SECT	CROSS SECTION

LINE WEIGHTS	
EXISTING	SHADED LINES & TEXT DENOTE EXISTING EQUIPMENT AND STRUCTURES.
FUTURE	NON-SHADED DASHED LINES & TEXT DENOTE FUTURE EQUIPMENT, STRUCTURES AND WORK.
PROPOSED / CONSTRUCT	NON-SHADED, BOLD, SOLID LINES & TEXT DENOTE PROPOSED EQUIPMENT, STRUCTURES AND WORK.



**NOTE: THE LEGEND SHOWN HEREON IS REPRESENTATIVE OF ALL KEITH CIVIL ENGINEERING DRAFTING STANDARDS AND IS NOT PROJECT SPECIFIC.**

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DESIGNED BY:		JVP
DRAWN BY:		SG
CHECKED BY:		CAR
BID-CONTRACT:		
CLIENT		
PINNACLE HOUSING GROUP		
PROJECT		
BERKELEY LANDING		
SHEET TITLE		
LEGEND AND ABBREVIATIONS		
SHEET NUMBER	GI-002	
PROJECT NUMBER	11974.00	











# BERKELEY LANDING

3100/3124 BROADWAY,  
RIVIERA BEACH, FL



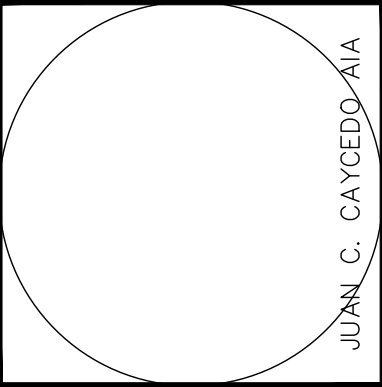
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SITE PLAN SUBMITTAL  
04/14/2021

LIST OF DRAWINGS	
Sheet Number	Sheet Title
ARCHITECTURE: SITE	
A0.00	COVER SHEET
AS2.00	SITE DETAILS
AS2.01	SITE DETAILS
ARCHITECTURE: PLANS	
A1.11	GROUND FLOOR PLAN
A1.21	GROUND FLOOR PLAN
A1.12	2ND FLOOR PLAN
A1.22	2ND FLOOR PLAN
A1.13	3RD FLOOR PLAN
A1.23	3RD FLOOR PLAN
A1.14	ROOF PLAN
A1.24	ROOF PLAN
ARCHITECTURE: ELEVATIONS	
A3.01	BUILDING 1 ELEVATIONS
A3.02	BUILDING 2 ELEVATIONS

RLC Architects

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BERKELEY LANDING

3100/3124 BROADWAY,  
RIVIERA BEACH, FL

REVISIONS	

Drawing Title  
COVER SHEET

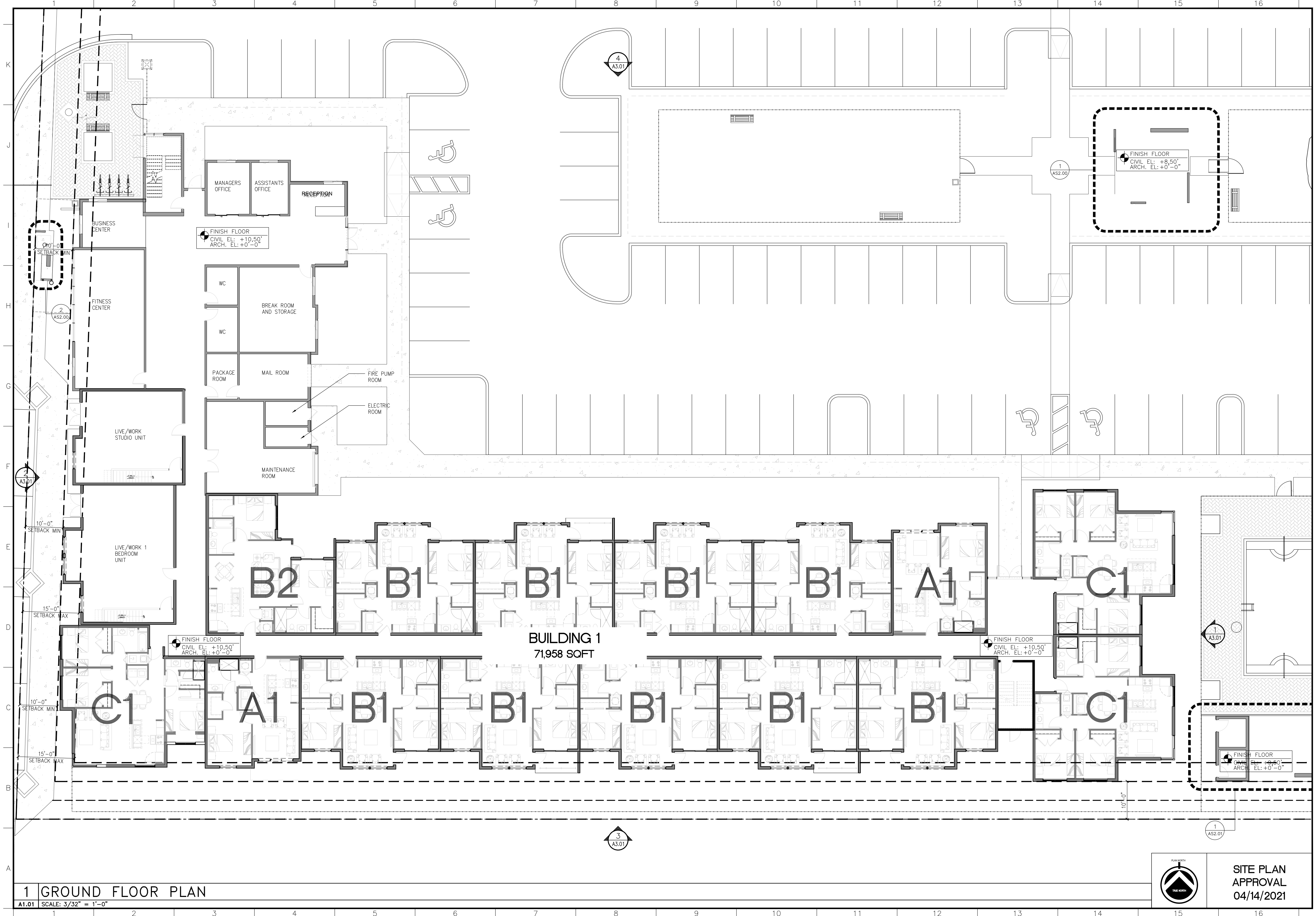
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Plot Date 4/14/2021

Principal: JC  
Project Director:  
Project Manager:  
Drafted by: PGC  
Checked by:

Sheet No.  
**A0.00**

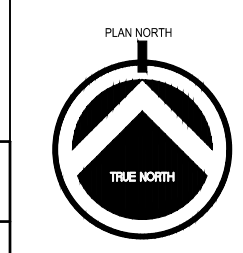
SITE PLAN  
APPROVAL  
04/14/2021





1 GROUND FLOOR PLAN

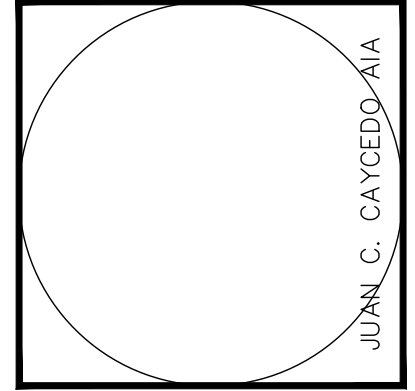
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SITE PLAN  
APPROVAL  
04/14/2021

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RIVERA BEACH, FL

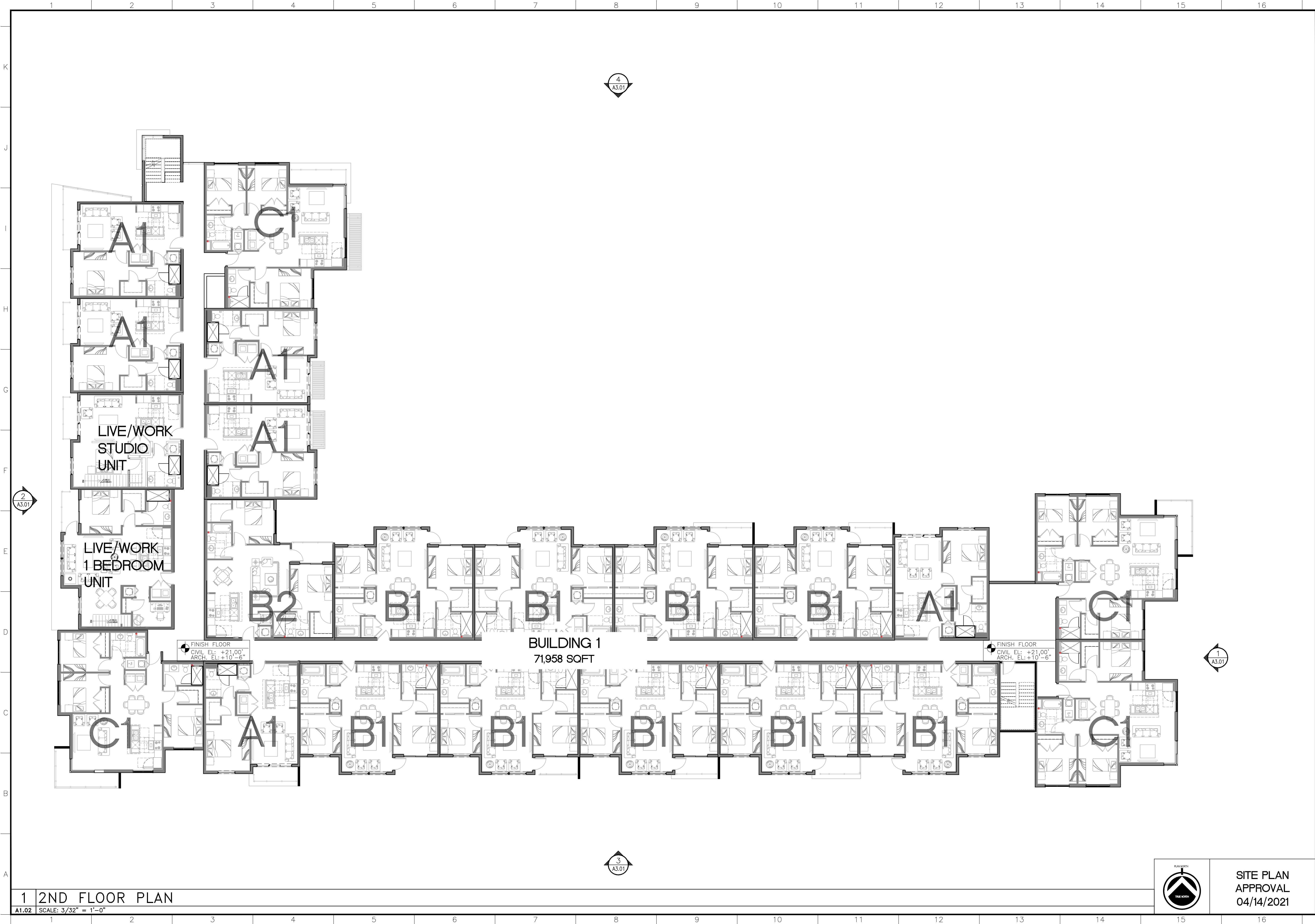
REVISIONS

Drawing Title  
**GROUND FLOOR  
PLAN BUILDING 1**

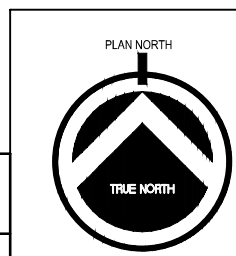
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Project No. 21016.00  
Plot Date 4/14/2021

Principal: JC  
Project Director:  
Project Manager:  
Drafted by: PGC  
Checked by:

Sheet No.  
**A1.11**



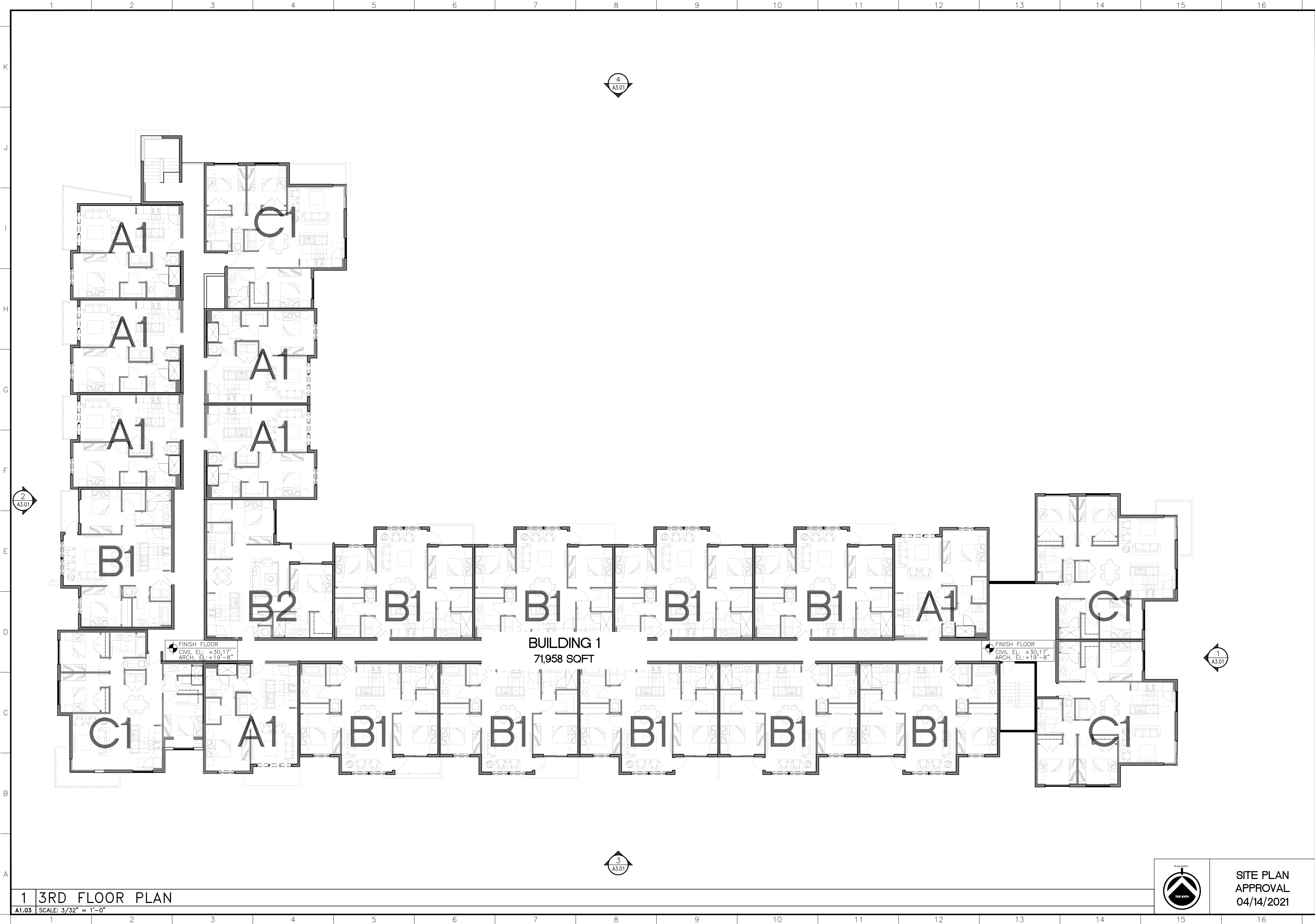
1 2ND FLOOR PLAN  
A1.02 SCALE: 3/32" = 1'-0"



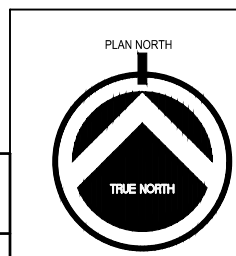
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REVISIONS	
Drawing Title 2ND FLOOR PLAN BUILDING 1	
Scale Project No. 21016.00 Plot Date 4/14/2021	
Principal: JC Project Director: Project Manager: Drafted by: PGC Checked by:	
Sheet No. A1.12	



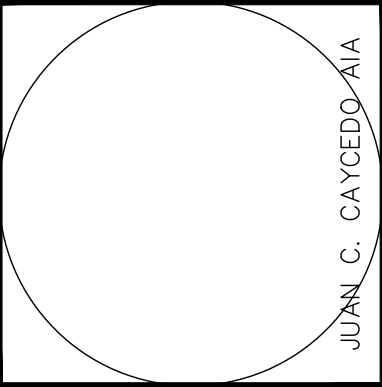


1 3RD FLOOR PLAN  
A1.03 SCALE: 3/32" = 1'-0"



SITE PLAN  
APPROVAL  
04/14/2021

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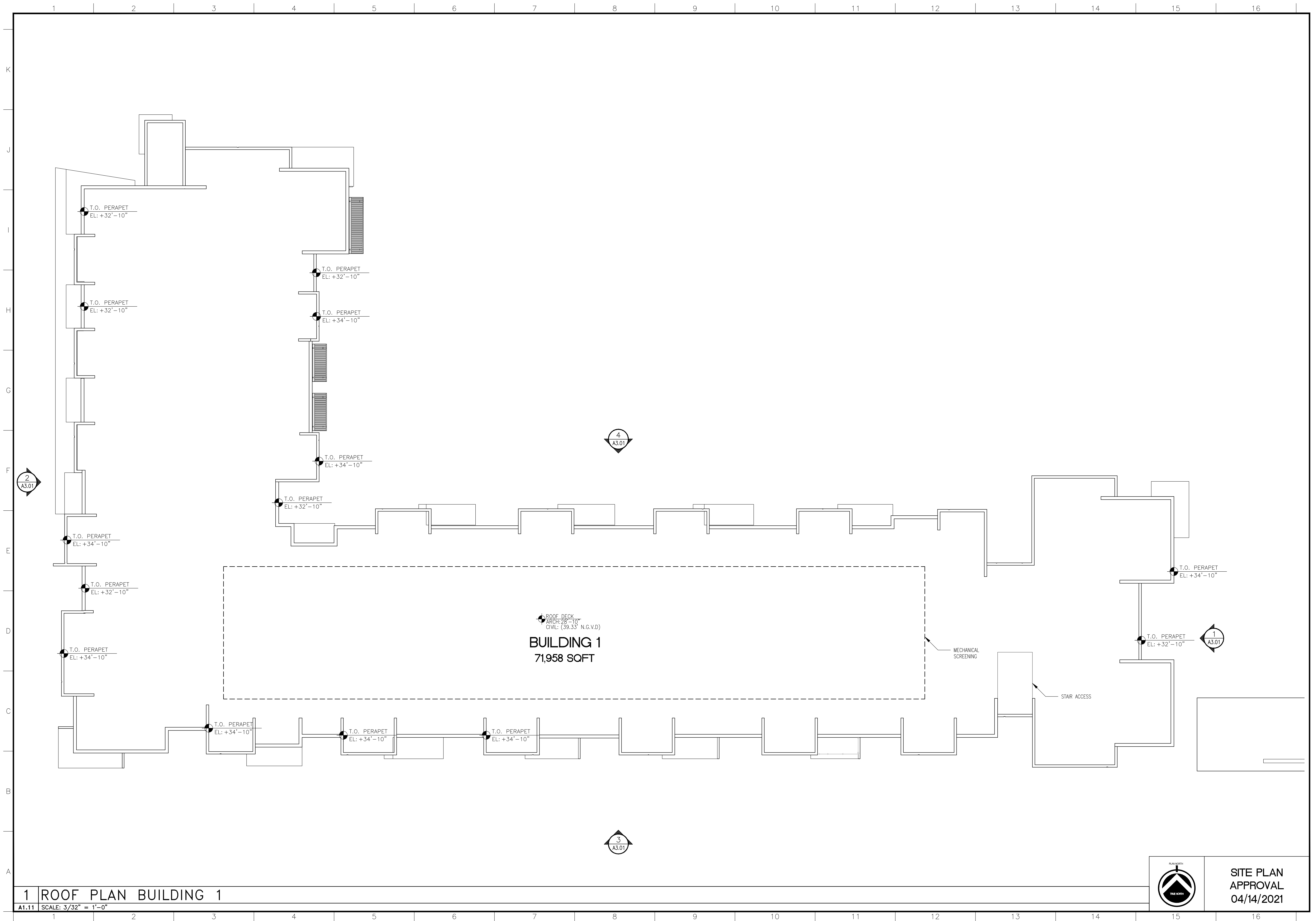
BERKELEY LANDING  
3100/3124 BROADWAY,  
RIVIERA BEACH, FL

REVISIONS

Drawing Title  
3RD FLOOR PLAN  
BUILDING 1  
Scale  
Project No. 21016.00  
Plot Date 4/14/2021

Principal: JC  
Project Director:  
Project Manager:  
Drafted by: PGC  
Checked by:

Sheet No.  
A1.13

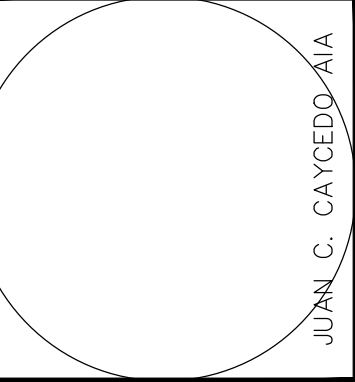


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# BERKELEY LANDING

3100/3124 BROADWAY,  
RIVIERA BEACH, FL

REVISIONS

Drawing Title

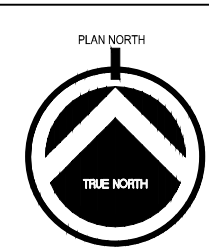
**ROOF PLAN**  
**BUILDING 1**

Scale  
Project No. 21016.00  
Plot Date 4/14/2021

Principal: JC  
Project Director:  
Project Manager:  
Drafted by: PGC  
Checked by:

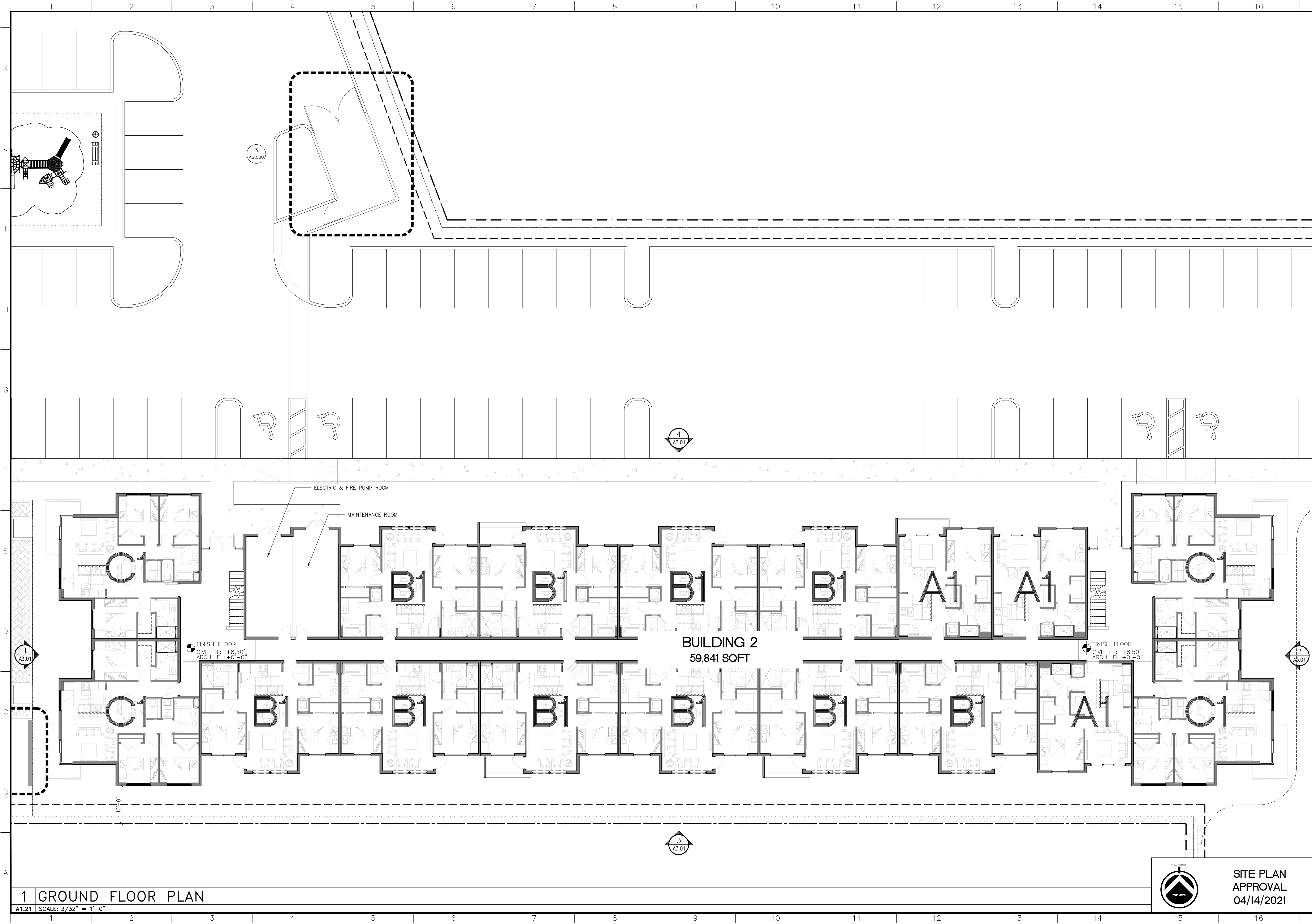
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## A1.14



SITE PLAN  
APPROVAL  
04/14/2021

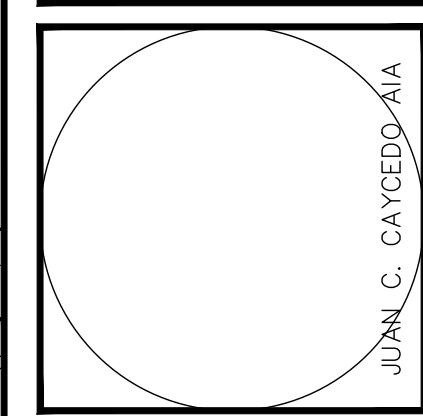




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BERKELEY LANDING

3100/3124 BROADWAY,  
RIVERA BEACH, FL

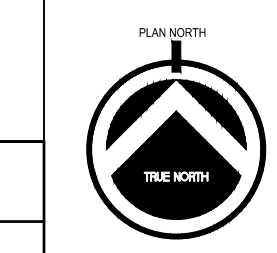
REVISIONS

Drawing Title  
**GROUND FLOOR  
PLAN BUILDING 2**

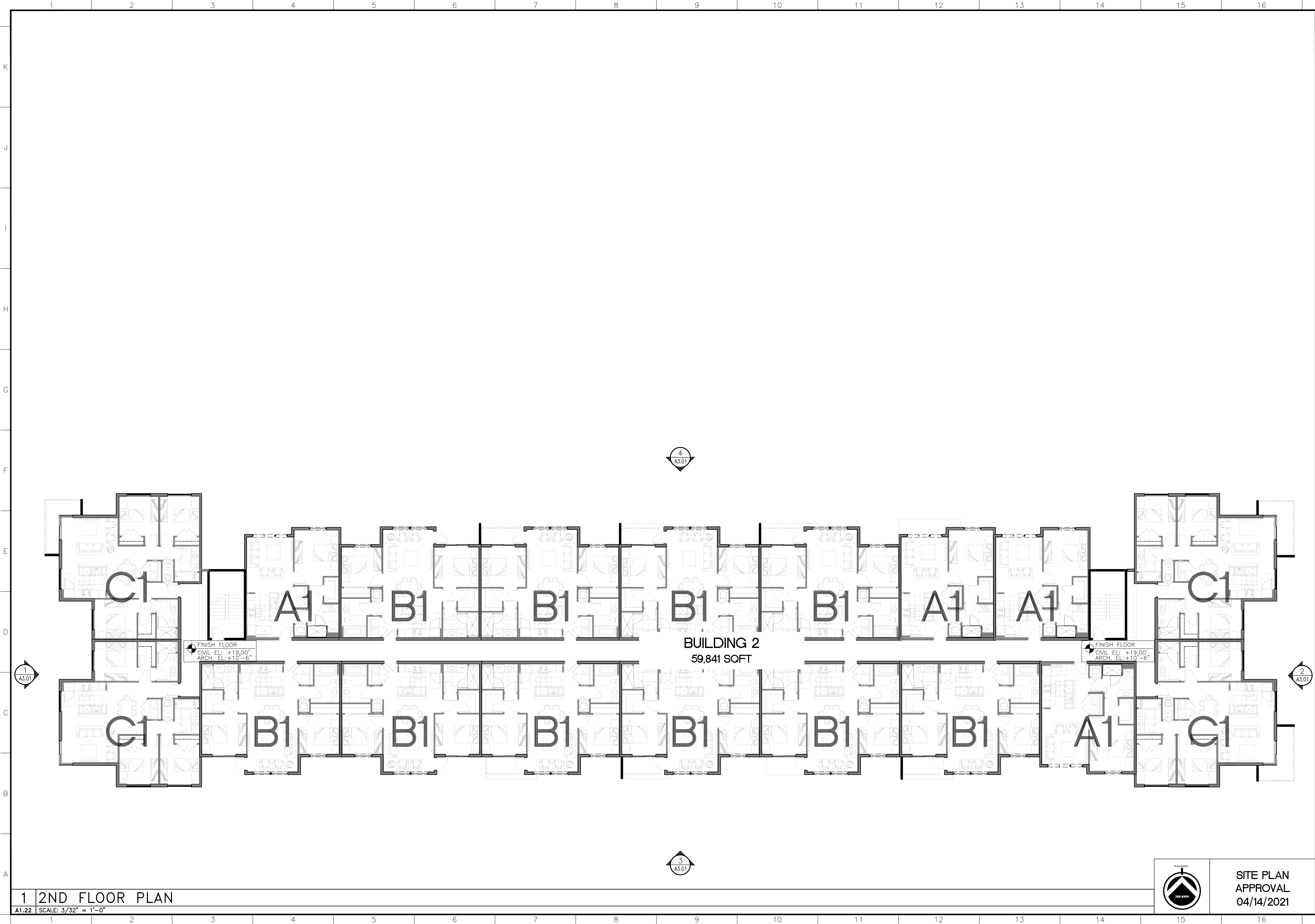
Scale  
Project No. 21016.00  
Plot Date 4/14/2021

Principal: JC  
Project Director:  
Project Manager:  
Drafted by: PGC  
Checked by:

Sheet No.  
**A1.21**



SITE PLAN  
APPROVAL  
04/14/2021



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BERKELEY LANDING  
3100/3124 BROADWAY,  
RIVERA BEACH, FL

REVISIONS

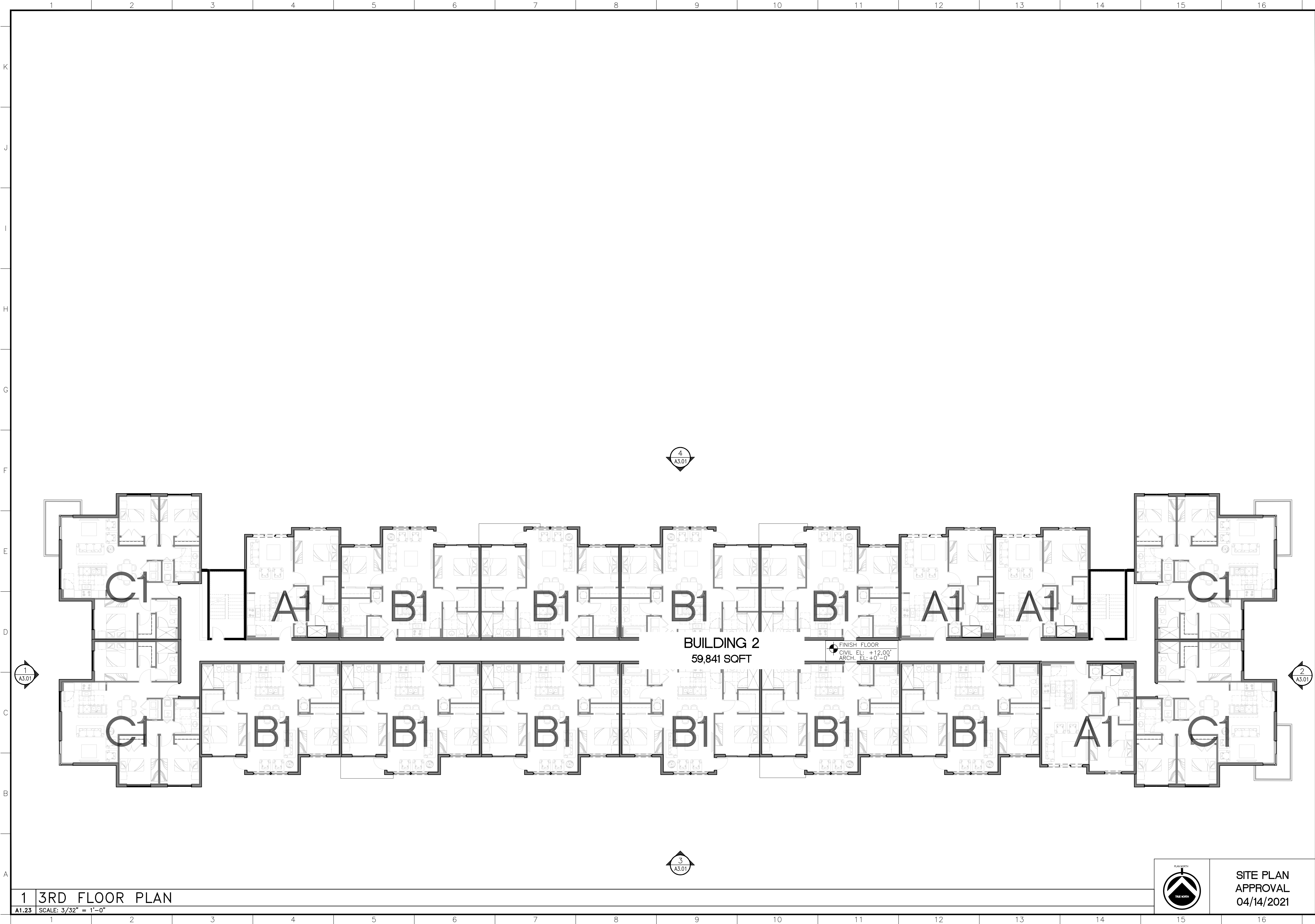
Drawing Title  
2ND FLOOR PLAN  
BUILDING 2

Scale  
Project No. 21016.00  
Plot Date 4/14/2021

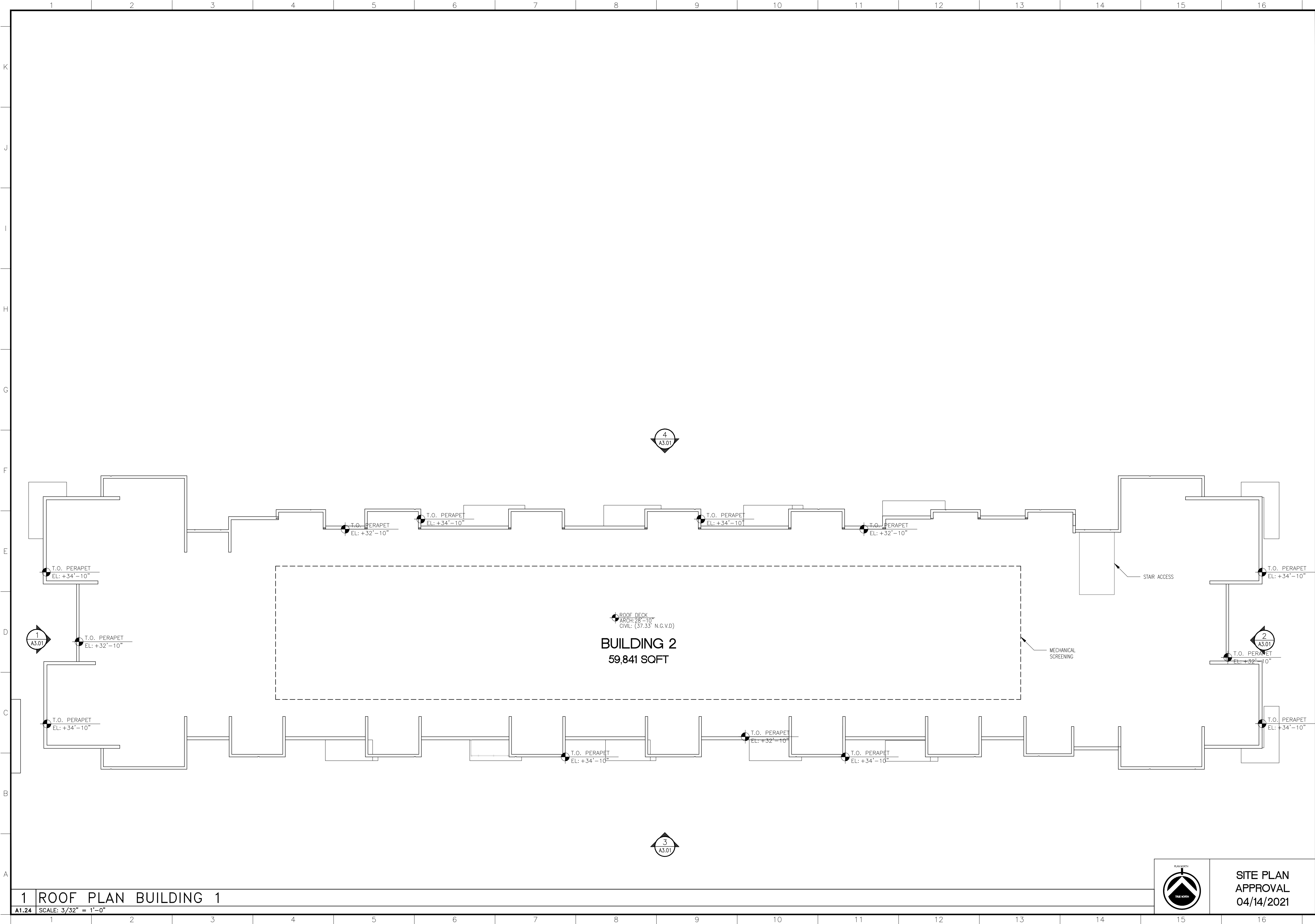
Principal: JC  
Project Director:  
Project Manager: PGC  
Drafted by:  
Checked by:

Sheet No.  
A1.22



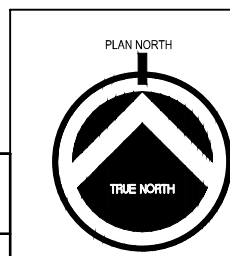


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REVISIONS	
Drawing Title <b>3RD FLOOR PLAN BUILDING 2</b>	
Scale Project No. 21016.00 Plot Date 4/14/2021	
Principal: JC Project Director: Project Manager: Drafted by: PGC Checked by:	
Sheet No. <b>A1.23</b>	



1 ROOF PLAN BUILDING 1

A1.24 SCALE: 3/32" = 1'-0"

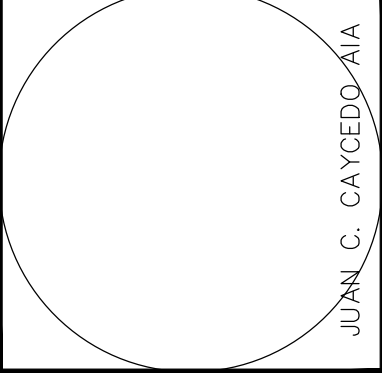


SITE PLAN  
APPROVAL  
04/14/2021

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BERKELEY LANDING

3100/3124 BROADWAY,  
RIVIERA BEACH, FL

REVISIONS

Drawing Title

ROOF PLAN  
BUILDING 2

Scale

Project No. 21016.00

Plot Date 4/14/2021

Principal: JC

Project Director:

Project Manager:

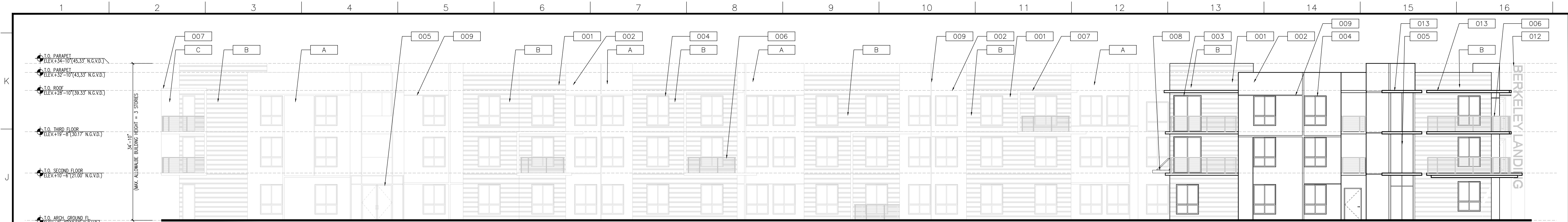
Drafted by: PGC

Checked by:

Sheet No.

A1.24





#### 4 NORTH ELEVATION BUILDING 1

A3.01 SCALE: 3/32" = 1'-0"



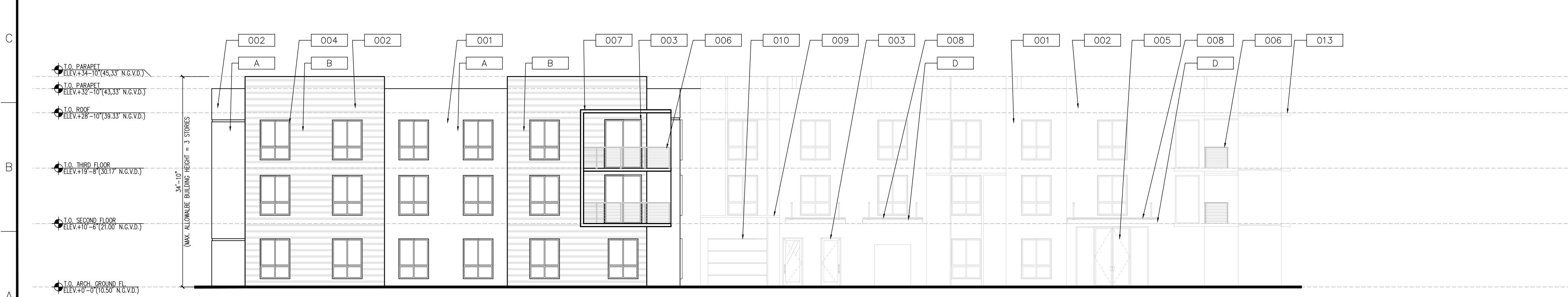
#### 3 SOUTH ELEVATION BUILDING 1

A3.01 SCALE: 3/32" = 1'-0"



#### 2 WEST ELEVATION BUILDING 1

A3.01 SCALE: 3/32" = 1'-0"



#### 1 EAST ELEVATION BUILDING 1

A3.01 SCALE: 3/32" = 1'-0"

#### MATERIAL LEGEND

- 001 SIMULATED LAP SIDING
- 002 STUCCO
- 003 GLASS DOOR W/ OPTIONAL IMPACT RESISTANT GLASS IN ALUMINUM FRAME
- 004 GLASS WINDOW W/ OPTIONAL IMPACT RESISTANT GLASS IN ALUMINUM FRAME
- 005 GLASS STOREFRONT W/OPTIONAL IMPACT RESISTANT GLASS IN ALUMINUM FRAME
- 006 ANODIZED ALUMINUM RAILING
- 007 CONCRETE BALCONY AND CANOPY
- 008 PREFABRICATED WOOD CANOPY
- 009 REVEAL PATTERN
- 010 GALVANIZED STEEL OVERHEAD DOOR
- 011 HOLLOW METAL MAN DOOR
- 012 BUILDING SIGN
- 013 CONCRETE EYEBROW

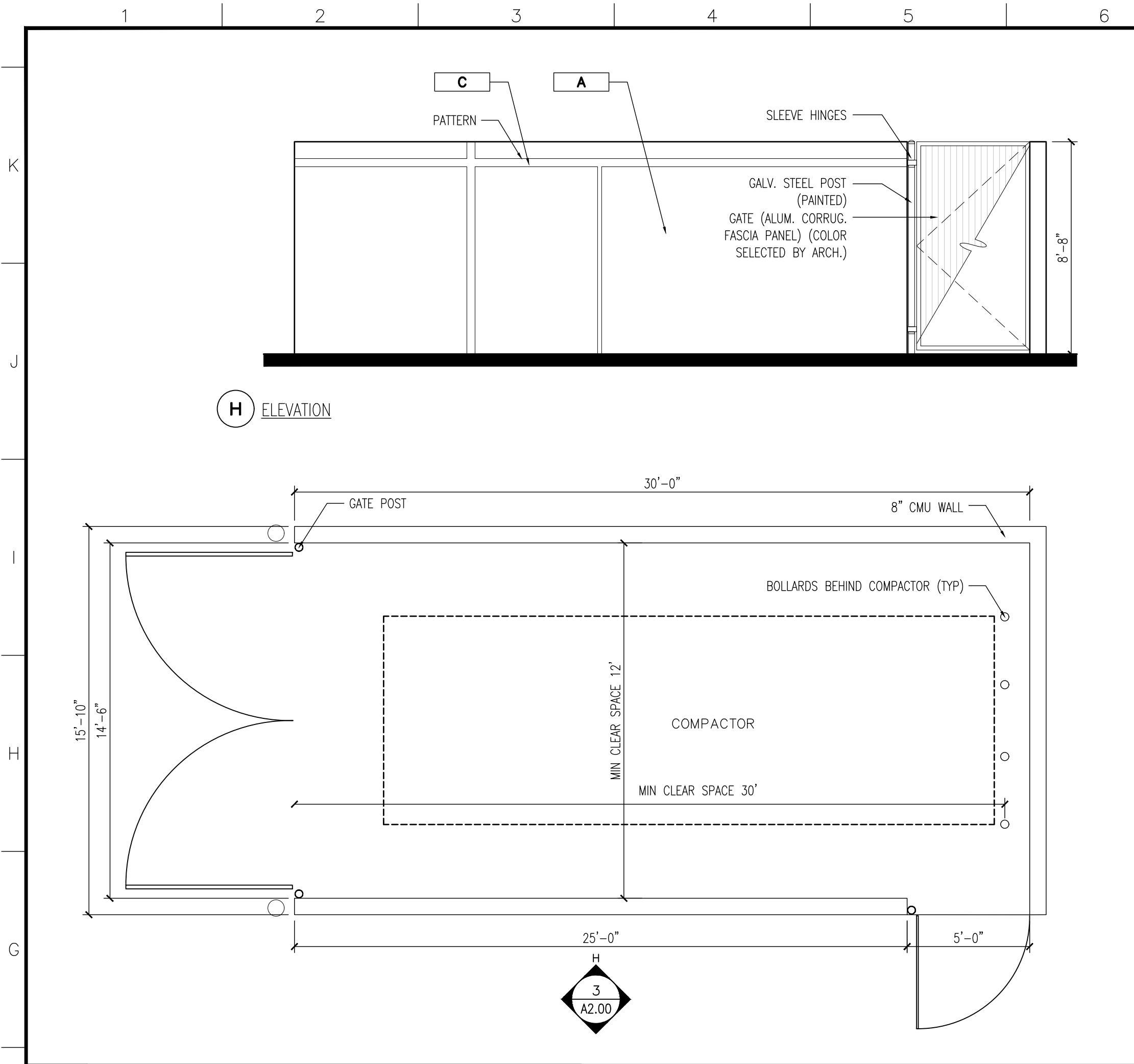
#### COLOR LEGEND

A		PRIMARY COLOR SHERWIN WILLIAMS SW 6995 SUPER WHITE
B		SIMULATED LAP SIDING COLOR SHERWIN WILLIAMS SW 7059 UNUSUAL GRAY
C		ACCENT COLOR SHERWIN WILLIAMS SW 6897 SUNDANCE
D		WOOD CANOPY DARK BROWN (ESPRESSO)

SITE PLAN  
APPROVAL  
04/14/2021

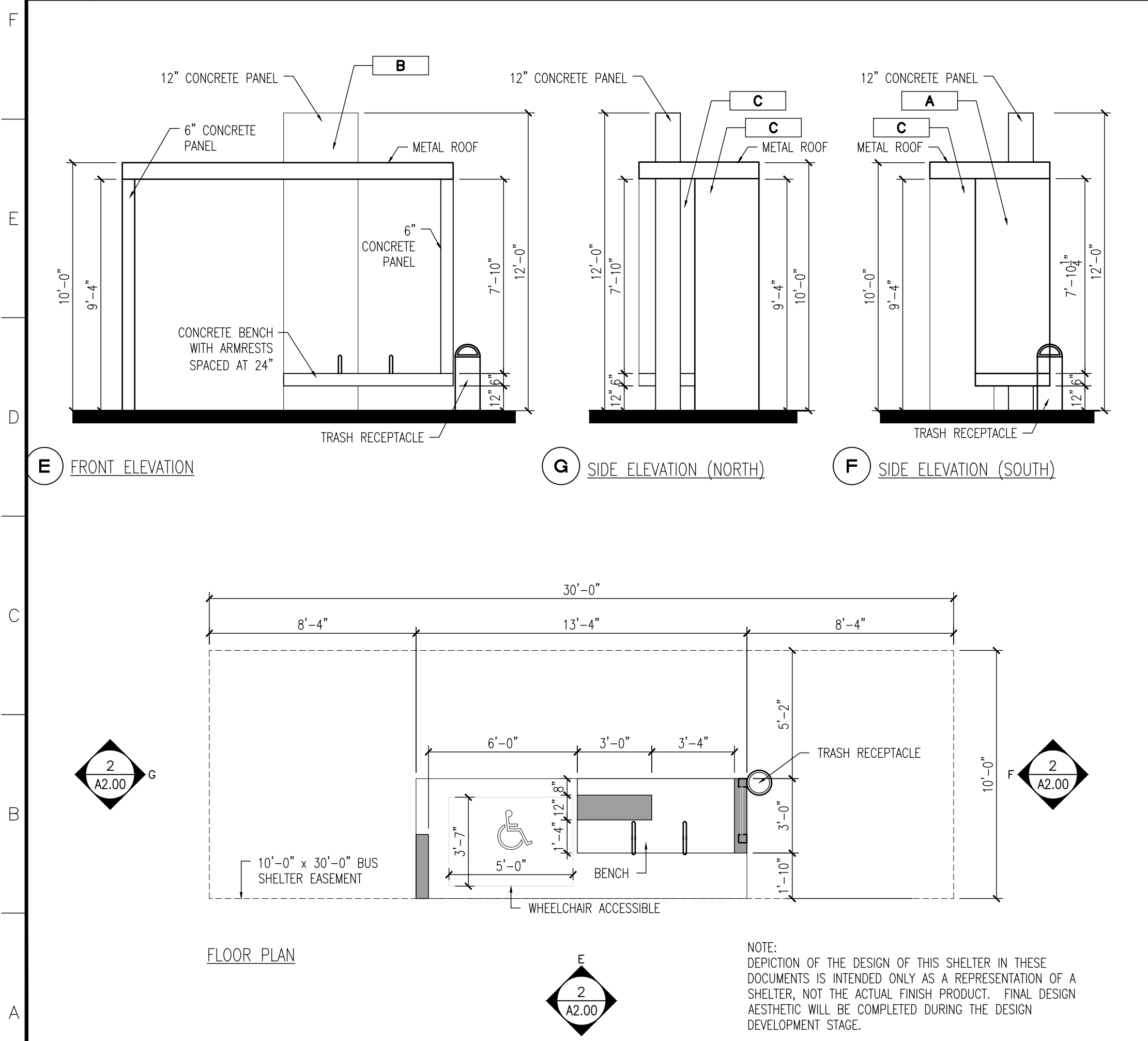






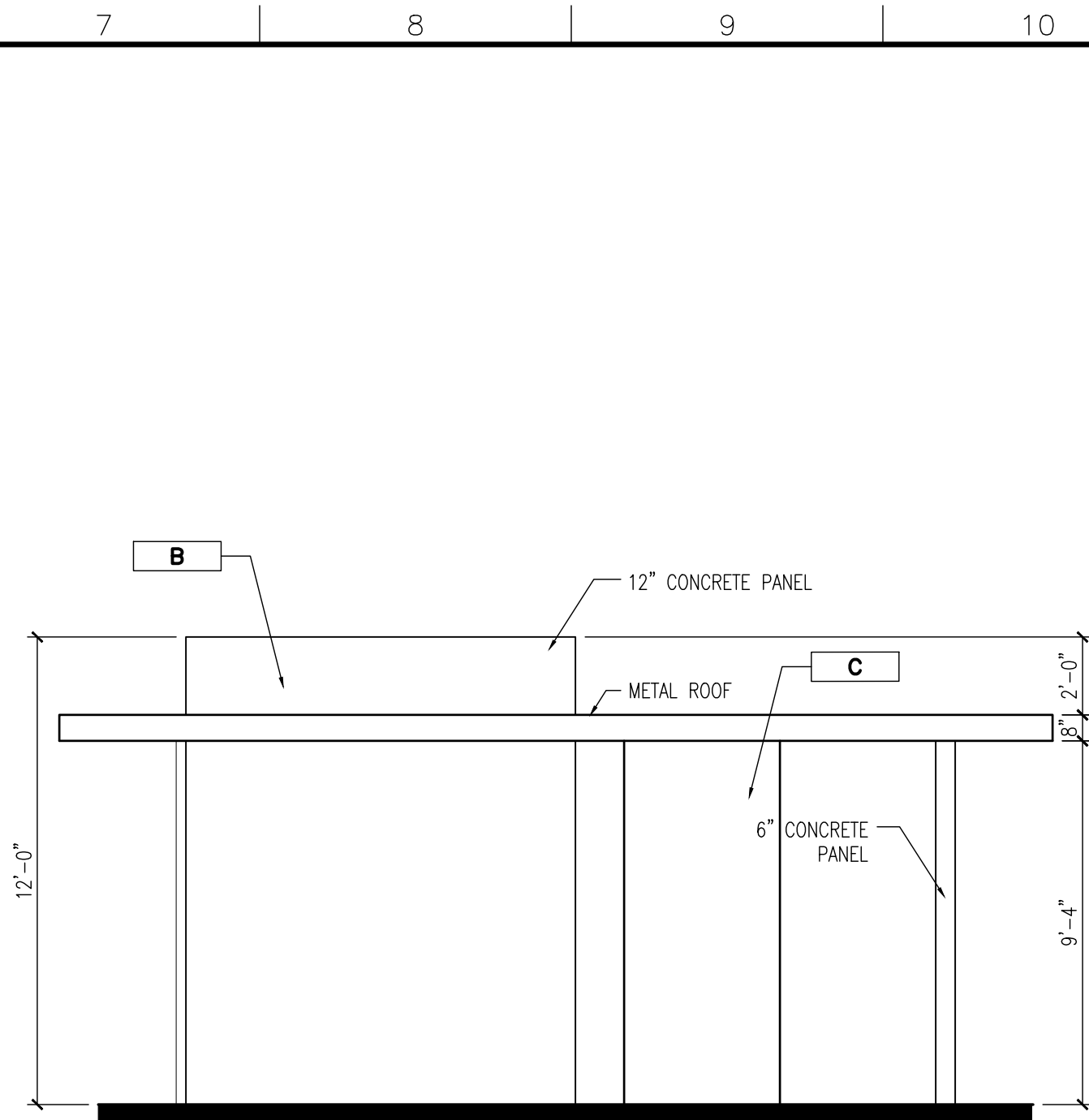
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AS2.00 SCALE: 1/4"= 1'-0"

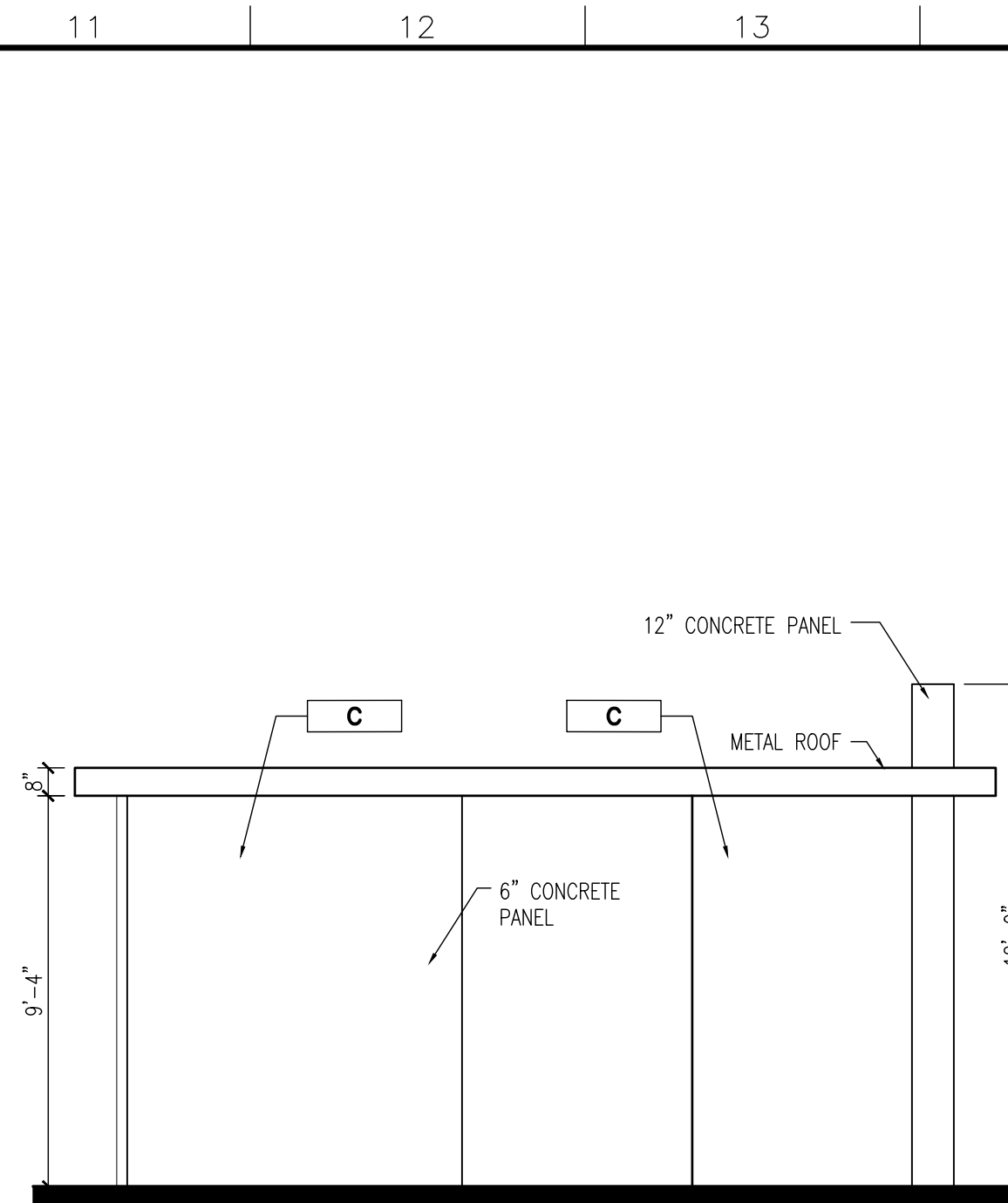


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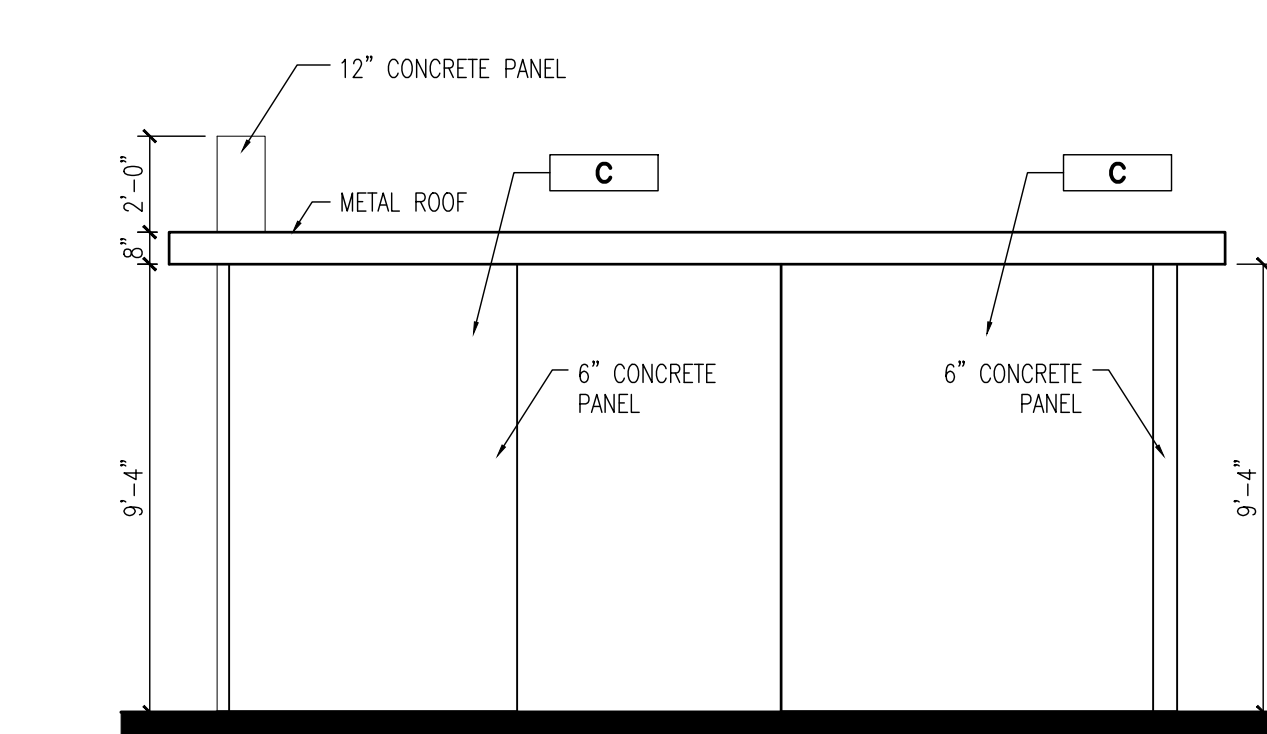
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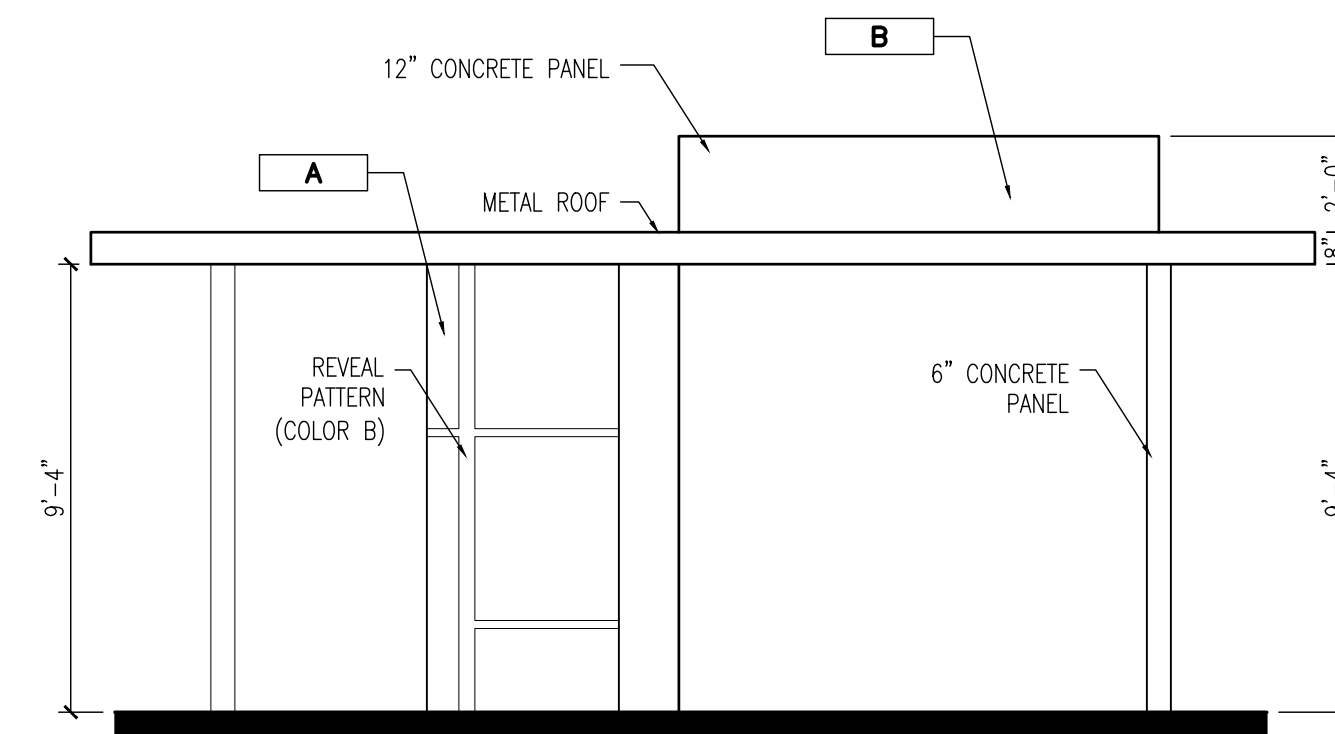
C NORTH ELEVATION



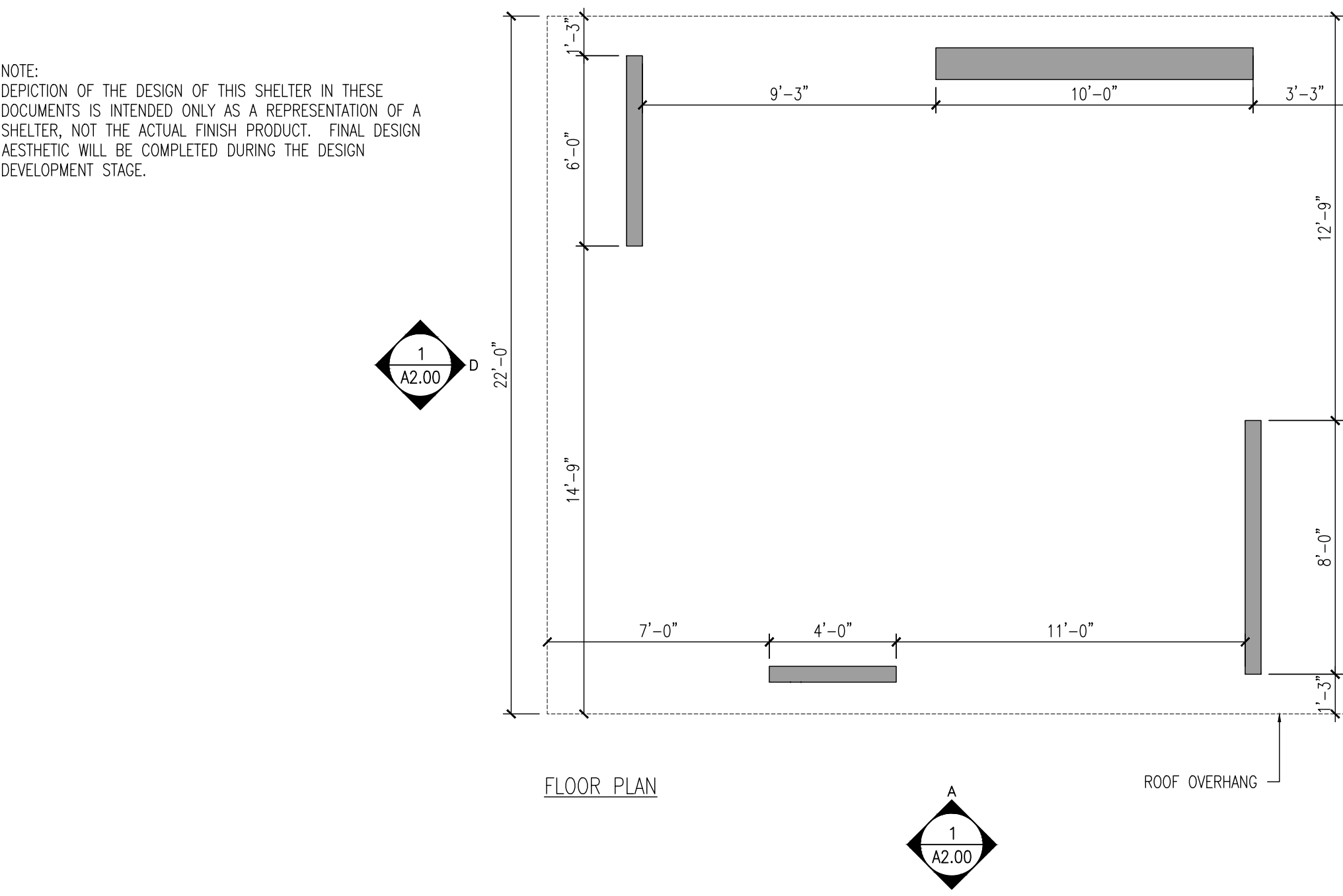
B EAST ELEVATION



D WEST ELEVATION



A SOUTH ELEVATION

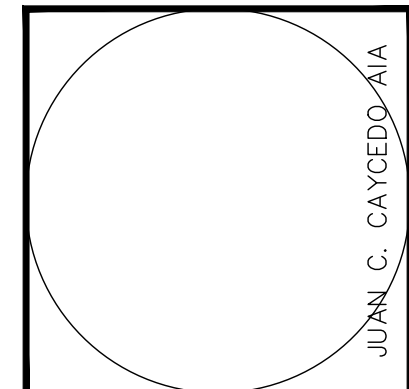


### 1 PAVILLION

AS2.00 SCALE: 1/4"= 1'-0"

### COLOR LEGEND

A		PRIMARY COLOR SHERWIN WILLIAMS SW 6895 SUPER WHITE
B		SIMULATED LAP SIDING COLOR SHERWIN WILLIAMS SW 7059 UNUSUAL GRAY
C		ACCENT COLOR SHERWIN WILLIAMS SW 6897 SUNDANCE
D		WOOD CANOPY DARK BROWN (ESPRESSO)



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BERKELEY LANDING

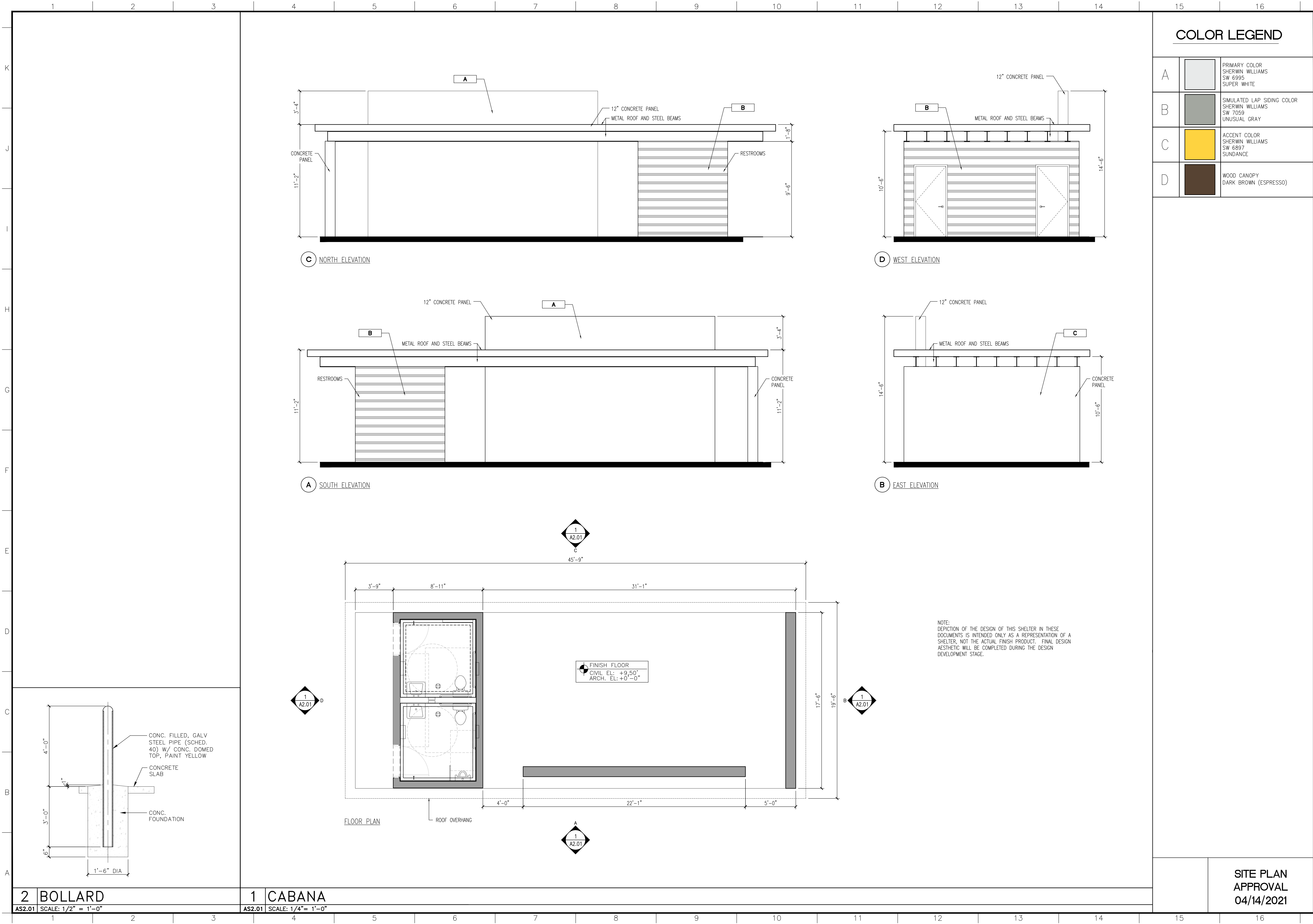
3100/3124 BROADWAY,  
RIVERA BEACH, FL

REVISIONS

Drawing Title
SITE DETAILS
Scale
Project No. 21016.00
Plot Date 4/14/2021
Principal: JC
Project Director: JC
Project Manager: PGC
Drafted by:
Checked by:

Sheet No.  
AS2.00

SITE PLAN  
APPROVAL  
04/14/2021



RLC Architects

14500 N. Shoreline Blvd., Suite 100, Boca Raton, FL 33432  
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JUAN C. CAYCEDO AIA

CONSULTANT

INFO/LOGO

BERKELEY LANDING

3100/3124 BROADWAY,  
RIVERA BEACH, FL

REVISIONS

Drawing Title

SITE DETAILS

Scale

Project No. 21016.00

Plot Date 4/14/2021

Principal: JC

Project Director:

Project Manager:

Drafted by: PGC

Checked by:

Sheet No.

AS2.01



DEDICATION AND RESERVATION

STATE OF FLORIDA  
COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS THAT BERKELEY LANDING, LTD., A FLORIDA LIMITED PARTNERSHIP,  
OWNER OF THE LAND SHOWN HEREON AS:

BERKELEY LANDING

BEING A REPLAT OF LISA PARK, RECORDED IN PLAT BOOK 28, PAGE 74, OF THE PUBLIC RECORDS OF  
PALM BEACH COUNTY, FLORIDA, AND A PORTION OF GOVERNMENT LOT 2, IN THE NORTHEAST QUARTER  
OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY,  
FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LISA PARK, ACCORDING TO PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 28, PAGE 74.

ALSO DESCRIBED AS A PARCEL OF LAND IN GOVERNMENT LOT 2, OF SECTION 28, TOWNSHIP 42 SOUTH,  
RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

ON THE SOUTH BY A LINE PARALLEL TO AND 185 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES  
TO THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2,  
ON THE NORTH BY A LINE PARALLEL TO AND 285 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES,  
THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2,  
ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD #5 (FORMERLY STATE ROAD #4  
AND DESCRIBED AS U.S. HIGHWAY #1)  
AND ON THE EAST BY THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE 'A', AS SHOWN IN ROAD PLAT BOOK 1,  
PAGE 157, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS HOWEVER, THE EAST 250 FEET THEREOF.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING A POINT 25 FEET NORTH OF AND 27 FEET EAST OF THE POINT OF INTERSECTION OF THE SOUTH  
LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 2, SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST,  
WITH A LINE RUNNING WITH U.S. HIGHWAY #1 (BROADWAY OR S.R. #5) KNOWN AS THE POTTER LINE AND BEING  
27 FEET WEST OF THE EASTERLY RIGHT-OF-WAY OF SAID U.S. #1;  
THENCE EASTERLY FOR 664.23 FEET;  
THENCE SOUTHERLY FOR 50 FEET;  
THENCE EASTERLY FOR 160.45 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE A;  
THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 227.52 FEET;  
THENCE WESTERLY FOR 736.7 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. #1;  
THENCE SOUTHERLY WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. #1 FOR 160.14 FEET;  
TO THE POINT OF BEGINNING. SAID LANDS BEING IN PALM BEACH COUNTY, FLORIDA.

TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN GOVERNMENT LOT 2, SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST,  
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO.1 (STATE ROAD NO.5),  
PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, PROJECT NO.93040-210B, WITH  
THE NORTH LINE OF THE SOUTH 25.00 FEET OF THE NORTH ONE-HALF OF SAID GOVERNMENT LOT 2;  
THENCE ALONG SAID NORTH LINE OF THE SOUTH 25.00 FEET, S88°27'19"E FOR 664.23 FEET;  
THENCE S01°32'41"W FOR 50.00 FEET;  
THENCE S88°27'19"E FOR 160.45 FEET TO THE WESTERLY RIGHT-OF-WAY OF LAKE SHORE DRIVE,  
PER ROAD PLAT BOOK 1, PAGE 157, OF SAID PUBLIC RECORDS;  
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, N21°07'29"W FOR 193.42 FEET TO THE POINT OF CURVATURE  
OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3852.83 FEET;  
THENCE CONTINUE NORTHERLY ALONG SAID RIGHT-OF-WAY AND CURVE TO THE RIGHT, THROUGH A CENTRAL  
ANGLE OF 0°30'25" FOR 34.10 FEET TO A LINE 185.00 FEET NORTH OF, MEASURED PERPENDICULAR,  
AND PARALLEL WITH, THE SOUTH LINE OF THE NORTH ONE-HALF OF SAID GOVERNMENT LOT 2;  
THENCE ALONG SAID PARALLEL LINE, N88°27'19"W FOR 268.59 FEET TO THE EAST BOUNDARY OF THE PLAT OF  
LISA PARK, RECORDED IN PLAT BOOK 28, PAGE 74, OF SAID PUBLIC RECORDS, BEING A CURVE CONCENTRIC  
WITH THE SAID WEST RIGHT-OF-WAY OF LAKE SHORE DRIVE, AND HAVING A RADIUS OF 4102.83 FEET;  
THENCE NORTHERLY, ALONG SAID EAST BOUNDARY AND CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE  
OF 1°29'10" FOR 106.42 FEET TO THE NORTHEAST CORNER OF SAID PLAT OF LISA PARK;  
THENCE ALONG THE NORTH BOUNDARY OF SAID PLAT OF LISA PARK, N88°27'19"W FOR 423.01 FEET TO THE  
SAID EAST RIGHT-OF-WAY OF U.S. HIGHWAY NO.1 (STATE ROAD NO.5), BEING A NON-TANGENT CURVE,  
CONCAVE TO THE EAST, HAVING A RADIUS OF 28,618.37 FEET, WHERE A RADIAL LINE BEARS S86°11'07"E;  
THENCE SOUTHERLY, ALONG SAID RIGHT-OF-WAY AND CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE  
OF 0°31'15" FOR 260.16 FEET TO THE POINT OF BEGINNING.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE  
AS FOLLOWS:

1. TRACT A:

TRACT A, AS SHOWN HEREON, IS HEREBY RESERVED BY BERKELEY LANDING, LTD., ITS SUCCESSORS AND  
ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF RIVIERA BEACH, FLORIDA,  
AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID BERKELEY LANDING, LTD., ITS SUCCESSORS AND  
ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH.

2. CIVIC OPEN SPACES:

TRACTS COS-1 AND COS-2, AS SHOWN HEREON, ARE HEREBY RESERVED FOR BERKELEY LANDING, LTD, ITS  
SUCCESSORS AND ASSIGNS, FOR OPEN PUBLIC SPACE, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF  
SAID BERKELEY LANDING, LTD, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA  
BEACH.

3. TRACT PS:

TRACT PS, AS SHOWN HEREON, IS HEREBY RESERVED FOR BERKELEY LANDING, LTD, ITS SUCCESSORS AND  
ASSIGNS, FOR FUTURE ROAD RIGHT-OF-WAY. TRACT PS SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION  
OF BERKELEY LANDING, LTD, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH.

4. UTILITY EASEMENTS:

THE UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF RIVIERA BEACH  
UTILITY SPECIAL DISTRICT FOR THE CONSTRUCTION AND MAINTENANCE OF WATER AND SANITARY SEWER  
FACILITIES.

IN WITNESS WHEREOF, THE ABOVE-NAMED LIMITED PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE SIGNED  
BY ITS \_\_\_\_\_ AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF  
ITS BOARD OF DIRECTORS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

WITNESS: \_\_\_\_\_ BERKELEY LANDING, LTD.  
\_\_\_\_\_  
(PRINT NAME) A FLORIDA LIMITED PARTNERSHIP

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_\_  
(PRINT NAME) (PRINT NAME) (PRINT TITLE)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_ PHYSICAL PRESENCE OR  
\_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, BY \_\_\_\_\_ AS  
FOR BERKELEY LANDING, LTD., ON BEHALF OF THE LIMITED PARTNERSHIP, WHO IS \_\_\_\_ PERSONALLY KNOWN TO ME  
OR HAS PRODUCED \_\_\_\_\_(TYPE OF IDENTIFICATION) AS IDENTIFICATION.

MY COMMISSION EXPIRES: \_\_\_\_\_ (SEAL)

COMMISSION NUMBER: \_\_\_\_\_

\_\_\_\_\_(SIGNATURE)

\_\_\_\_\_(PRINT NAME)

NOTARY PUBLIC

BERKELEY LANDING

A REPLAT OF LISA PARK, RECORDED IN PLAT BOOK 28, PAGE 74,  
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
AND A PORTION OF GOVERNMENT LOT 2, IN THE NORTHEAST QUARTER OF  
SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST,  
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 2

MORTGAGEE'S JOINDER AND CONSENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON  
AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE  
OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK \_\_\_\_\_, AT PAGE \_\_\_\_\_  
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS  
\_\_\_\_\_[PRESIDENT] [VICE PRESIDENT] AND ITS CORPORATE SEAL TO BE AFFIXED HEREON  
BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
(MORTGAGEE NAME)

BY: \_\_\_\_\_  
\_\_\_\_\_(PRINT NAME)  
\_\_\_\_\_(PRINT TITLE)

WITNESS: \_\_\_\_\_  
\_\_\_\_\_(PRINT NAME)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_ PHYSICAL PRESENCE OR  
\_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_, BY \_\_\_\_\_(PRINT NAME)  
AS \_\_\_\_\_(PRINT TITLE) FOR \_\_\_\_\_, ON BEHALF OF THE \_\_\_\_\_  
WHO IS \_\_\_\_ PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_(TYPE OF IDENTIFICATION)  
AS IDENTIFICATION.

MY COMMISSION EXPIRES: \_\_\_\_\_ (SEAL)

COMMISSION NUMBER: \_\_\_\_\_

\_\_\_\_\_(SIGNATURE)

\_\_\_\_\_(PRINT NAME)

NOTARY PUBLIC

TITLE CERTIFICATION

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

I, N. DWAYNE GRAY, JR., A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY  
THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO  
THE PROPERTY IS VESTED IN BERKELEY LANDING, LTD., A FLORIDA LIMITED PARTNERSHIP;  
THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF  
RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES  
OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED  
BY THIS PLAT.

ZIMMERMAN KISER SUTCLIFFE

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
N. DWAYNE GRAY, JR.  
ATTORNEY-AT-LAW LICENSED IN FLORIDA  
FLORIDA BAR NUMBER 375527

SURVEYOR & MAPPER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A  
SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE  
TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.s),  
AND MONUMENTS, ACCORDING TO SEC.177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND  
FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA  
STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF RIVIERA BEACH, FLORIDA.

\_\_\_\_\_  
JOHN E. PHILLIPS, III, P.S.M.  
LICENSE NO. 4826  
STATE OF FLORIDA

DATE

REVIEWING SURVEYOR APPROVAL

ON BEHALF OF THE THE CITY OF RIVIERA BEACH, IN ACCORDANCE WITH CHAPTER 177.081(1)  
FLORIDA STATUTES, THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1,  
FLORIDA STATUTES, AND THE ORDINANCES OF THE CITY OF RIVIERA BEACH. THIS REVIEW DOES  
NOT INCLUDE THE VERIFICATION OF THE GEOMETRIC DATA, OR THE FIELD VERIFICATION OF THE  
PERMANENT REFERENCE MONUMENTS (PRMs) OR MONUMENTS AT LOT CORNERS.

\_\_\_\_\_  
GARY M. RAYMAN  
PROFESSIONAL SURVEYOR AND MAPPER  
LICENSE NO. LS2633  
STATE OF FLORIDA

DATE

BERKELEY LANDING, LTD.,  
SEAL  
(IF AVAILABLE)

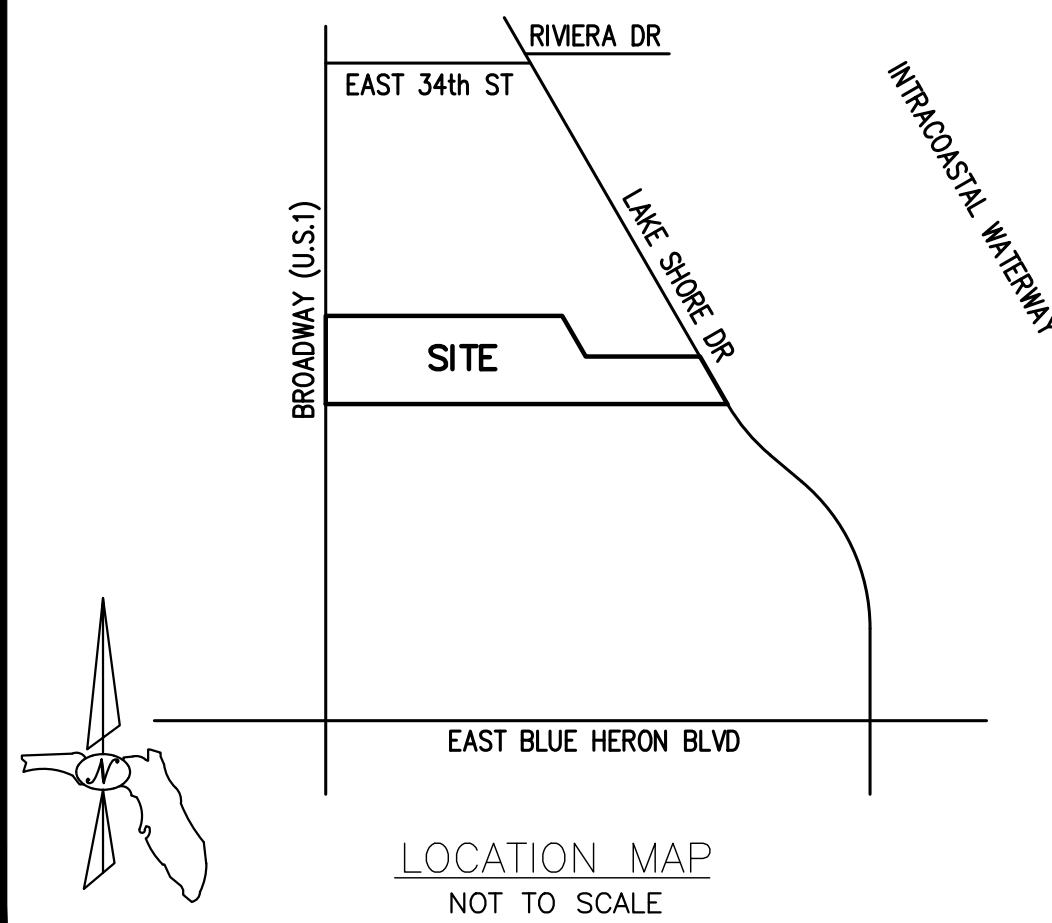
MORTGAGEE  
SEAL  
(IF AVAILABLE)

CITY OF  
RIVIERA BEACH  
SEAL

TERRENCE N. BAILEY  
P.E.#60706  
CITY ENGINEER  
SEAL

SURVEYOR'S  
SEAL

REVIEWING  
SURVEYOR'S  
SEAL



STATE OF FLORIDA  
COUNTY OF PALM BEACH

THIS PLAT WAS FILED FOR  
RECORD AT \_\_\_\_M.  
THIS \_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 202\_\_, AND DULY  
RECORDED IN PLAT BOOK \_\_\_\_  
ON PAGES \_\_\_\_ AND \_\_\_\_

JOSEPH ABRUZZO,  
CLERK OF THE CIRCUIT COURT  
& COMPTROLLER

BY: \_\_\_\_\_  
DEPUTY CLERK

CLERK OF THE  
CIRCUIT COURT AND  
COMPTROLLER'S SEAL

CITY OF RIVIERA BEACH APPROVALS

COUNTY OF PALM BEACH  
STATE OF FLORIDA

IT IS HEREBY CERTIFIED THAT THIS PLAT ENTITLED "BERKELEY LANDING" HAS BEEN OFFICIALLY  
APPROVED FOR RECORD BY THE CITY OF RIVIERA BEACH, FLORIDA, THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 202\_\_.

BY: \_\_\_\_\_  
RONNIE L. FELDER, MAYOR

BY: \_\_\_\_\_  
CLAUDENE L. ANTHONY, CMD, CITY CLERK

BY: \_\_\_\_\_  
TERRENCE N. BAILEY, P.E., CITY ENGINEER

SURVEYOR & MAPPER'S NOTES:

1. BEARINGS ARE BASED ON N21°07'29"W (ASSUMED) ALONG THE CENTERLINE OF LAKE SHORE DRIVE.

2. AREA = 174,637 SQUARE FEET (4.009 ACRES), MORE OR LESS.

3. NO BUILDING OR ANY KIND OF CONSTRUCTION, TREES OR SHRUBS SHALL BE PLACED  
ON ANY EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND  
ALL APPLICABLE CITY APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.

4. BUILDING SETBACKS SHALL CONFORM TO THE CITY OF RIVIERA BEACH LAND DEVELOPMENT CODE.

5. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR COINCIDE, DRAINAGE  
EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY,  
ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE  
SUBORDINATE TO THESE WITH THEIR PRIORITIES DETERMINED BY USE RIGHTS GRANTED.

6. ALL ON-SITE WATER AND WASTEWATER UTILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED,  
WITHOUT RECOURSE TO THE CITY OF RIVIERA BEACH.

7. NOTICE:  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED  
LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY  
ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.  
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY  
BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND:

ABBREVIATIONS:  
P.O.B. - POINT OF BEGINNING  
ORB - OFFICIAL RECORD BOOK  
D.B. - DEED BOOK  
P.B. - PLAT BOOK  
RPB - ROAD PLAT BOOK  
NO. - NUMBER  
PG. - PAGE  
R/W - RIGHT-OF-WAY  
SEC. - SECTION  
C - CENTERLINE  
NAD - NORTH AMERICAN DATUM  
PBC - PALM BEACH COUNTY

LB - LICENSED BUSINESS  
28/42/43 - SECTION 28, TOWNSHIP 42 SOUTH,  
RANGE 43 EAST  
U.E. - UTILITY EASEMENT  
D.E. - DRAINAGE EASEMENT  
FPL - FLORIDA POWER & LIGHT  
FDOT - FLORIDA DEPARTMENT  
OF TRANSPORTATION  
IR - IRON ROD  
IR/C - IRON ROD WITH CAP AS NOTED  
P.C. - POINT OF CURVATURE

SYMBOLS:

☐ PERMANENT REFERENCE MONUMENT (P.R.M.), SET 4"x4" CONCRETE MONUMENT  
WITH DISK STAMPED "PRM LB6473", OR NAIL AND DISK IN CONCRETE STAMPED  
"PRM LB6473", UNLESS NOTED OTHERWISE

☐ MONUMENT - SET 1/2" IRON ROD WITH "BROWN & PHILLIPS" CAP

PREPARING SURVEYOR & MAPPER'S STATEMENT

THIS INSTRUMENT WAS PREPARED BY  
JOHN E. PHILLIPS III, P.S.M. 4826

**BROWN & PHILLIPS, INC.**

CERTIFICATE OF AUTHORIZATION # LB 6473

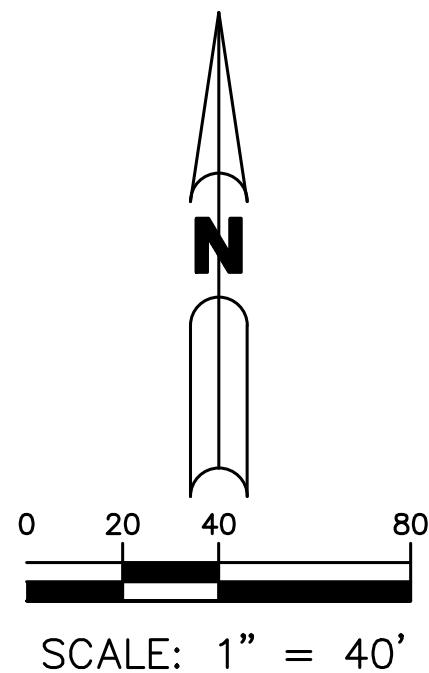
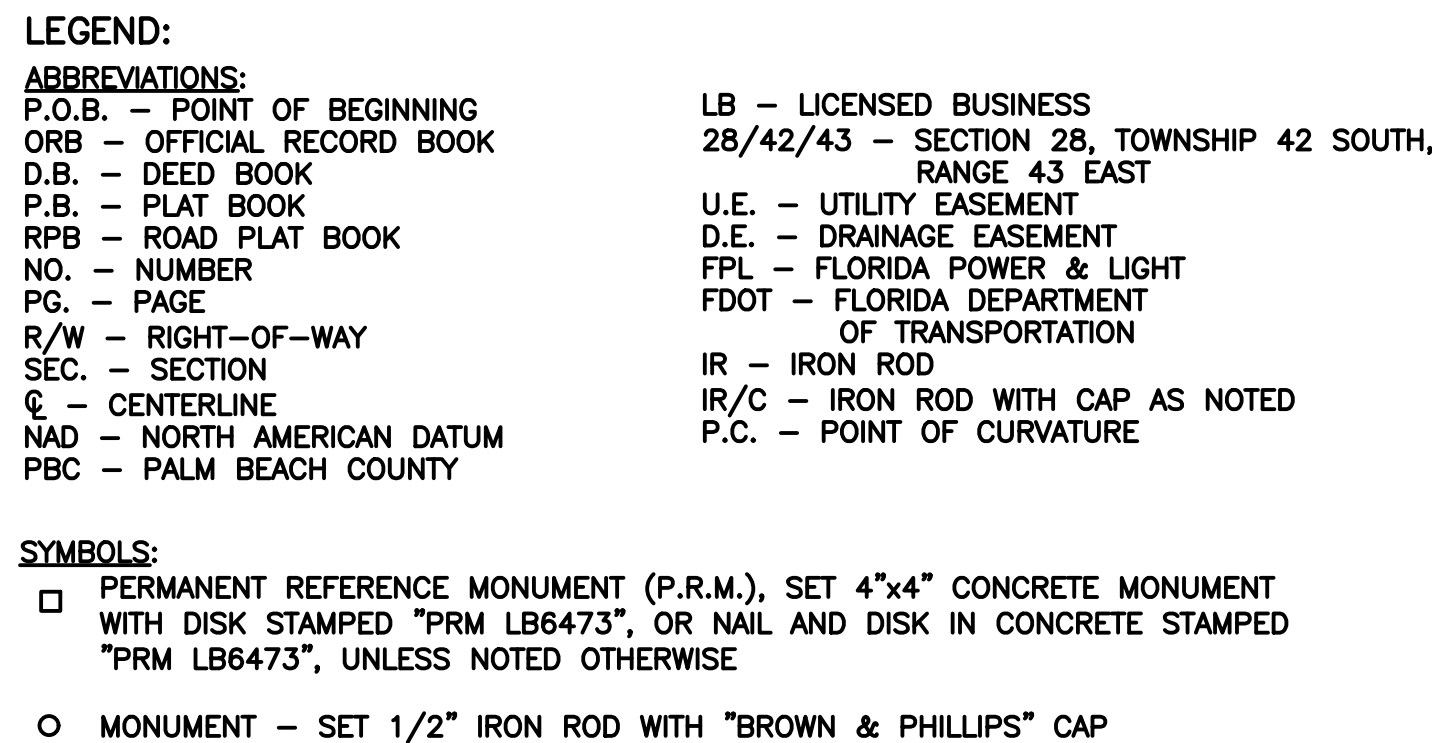
1860 OLD OKEECHOBEE RD., SUITE 509

WEST PALM BEACH, FLORIDA 33409

561-615-3988, 615-3986 FAX

BROWN & PHILLIPS, INC. PROJECT NO.19-085

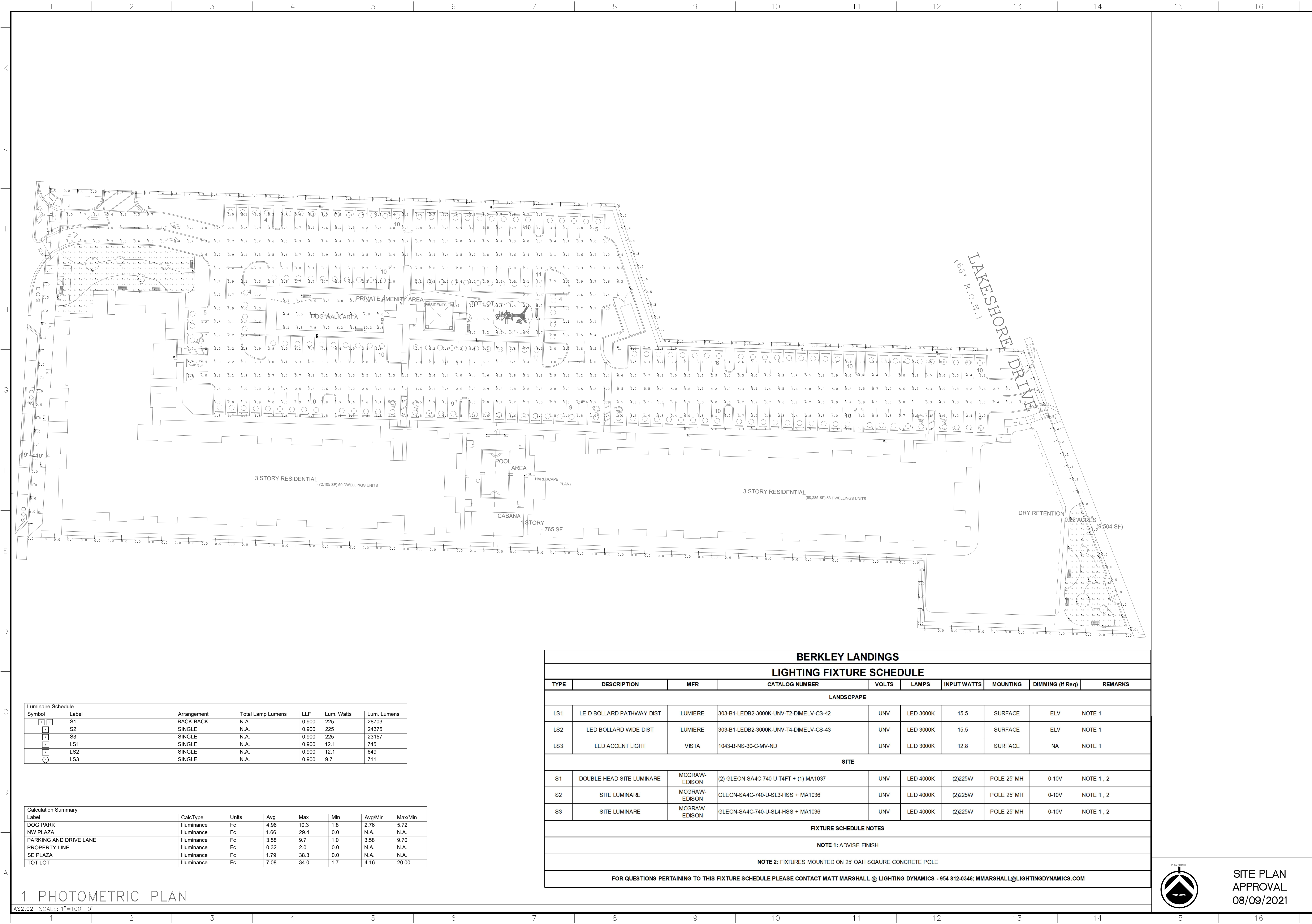
A REPLAT OF LISA PARK, RECORDED IN PLAT BOOK 28, PAGE 74,  
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,  
AND A PORTION OF GOVERNMENT LOT 2, IN THE NORTHEAST QUARTER OF  
SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST,  
CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA

[illegible]

THIS INSTRUMENT WAS PREPARED BY  
JOHN E. PHILLIPS III, P.S.M. 4826

CERTIFICATE OF AUTHORIZATION # LB 6473  
1860 OLD OKEECHOBEE RD., SUITE 509  
WEST PALM BEACH, FLORIDA 33409  
561-615-3988, 615-3986 FAX  
BROWN & PHILLIPS, INC. PROJECT NO.19-085





Luminaire Schedule						
Symbol	Label	Arrangement	Total Lamp Lumens	LLF	Lum. Watts	Lum. Lumens
	S1	BACK-BACK	N.A.	0.900	225	28703
	S2	SINGLE	N.A.	0.900	225	24375
	S3	SINGLE	N.A.	0.900	225	23157
	LS1	SINGLE	N.A.	0.900	12.1	745
	LS2	SINGLE	N.A.	0.900	12.1	649
	LS3	SINGLE	N.A.	0.900	9.7	711

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
DOG PARK	Illuminance	Fc	4.96	10.3	1.8	2.76	5.72
NW PLAZA	Illuminance	Fc	1.66	29.4	0.0	N.A.	N.A.
PARKING AND DRIVE LANE	Illuminance	Fc	3.58	9.7	1.0	3.58	9.70
PROPERTY LINE	Illuminance	Fc	0.32	2.0	0.0	N.A.	N.A.
SE PLAZA	Illuminance	Fc	1.79	38.3	0.0	N.A.	N.A.
TOT LOT	Illuminance	Fc	7.08	34.0	1.7	4.16	20.00

BERKLEY LANDINGS									
LIGHTING FIXTURE SCHEDULE									
TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMPS	INPUT WATTS	MOUNTING	DIMMING (if Req)	REMARKS
LANDSCAPE									
LS1	LE D BOLLARD PATHWAY DIST	LUMIERE	303-B1-LEDB2-3000K-UNV-T2-DIMELV-CS-42	UNV	LED 3000K	15.5	SURFACE	ELV	NOTE 1
LS2	LED BOLLARD WIDE DIST	LUMIERE	303-B1-LEDB2-3000K-UNV-T4-DIMELV-CS-43	UNV	LED 3000K	15.5	SURFACE	ELV	NOTE 1
LS3	LED ACCENT LIGHT	VISTA	1043-B-NS-30-C-MV-ND	UNV	LED 3000K	12.8	SURFACE	NA	NOTE 1
SITE									
S1	DOUBLE HEAD SITE LUMINARE	MCGRAW-EDISON	(2) GLEON-SA4C-740-U-T4FT + (1) MA1037	UNV	LED 4000K	(2)225W	POLE 25' MH	0-10V	NOTE 1 , 2
S2	SITE LUMINARE	MCGRAW-EDISON	GLEON-SA4C-740-U-SL3-HSS + MA1036	UNV	LED 4000K	(2)225W	POLE 25' MH	0-10V	NOTE 1 , 2
S3	SITE LUMINARE	MCGRAW-EDISON	GLEON-SA4C-740-U-SL4-HSS + MA1036	UNV	LED 4000K	(2)225W	POLE 25' MH	0-10V	NOTE 1 , 2
FIXTURE SCHEDULE NOTES									
NOTE 1: ADVISE FINISH									
NOTE 2: FIXTURES MOUNTED ON 25' OAH SQAURE CONCRETE POLE									
FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT MATT MARSHALL @ LIGHTING DYNAMICS - 954 812-0346; MMARSHALL@LIGHTINGDYNAMICS.COM									



SITE PLAN  
APPROVAL  
08/09/2021

RLC Architects

14 SE 18 Street, Boca Raton, FL 33432  
Tel 561 393 6555 fax 561 395 0007  
Web www.rlcarchitects.com

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RLC ARCHITECTS, P.A.

CONSULTANT  
INFO/LOGO

BERKELEY LANDING

3100/3124 BROADWAY,  
RIVIERA BEACH, FL

REVISIONS

Drawing Title  
PHOTOMETRIC PLAN

Scale  
Project No. 21016.00  
Plot Date 8/11/2021

Principal: JC  
Project Director:  
Project Manager:  
Drafted by: LH  
Checked by:

Sheet No.  
AS2.02

Project		Catalog #		Type	
Prepared by		Notes		Date	



## McGraw-Edison

### GLEON Galleon

#### Area / Site Luminaire

#### Typical Applications

Outdoor • Parking Lots • Walkways • Roadways • Building Areas

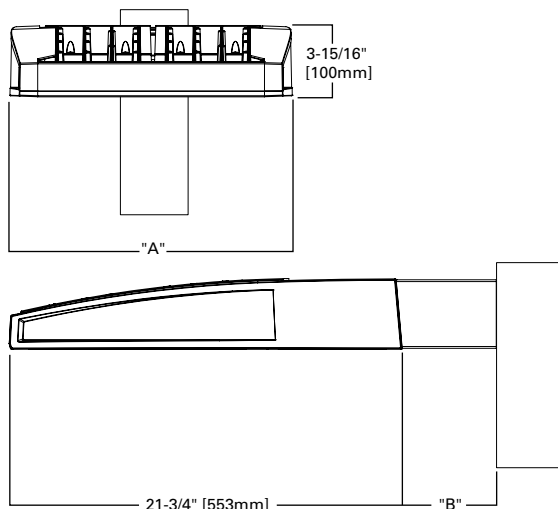
#### Interactive Menu

- Ordering Information [page 2](#)
- Mounting Details [page 3](#)
- Optical Distributions [page 4](#)
- Product Specifications [page 4](#)
- Energy and Performance Data [page 4](#)
- Control Options [page 9](#)

#### Quick Facts

- Lumen packages range from 4,200 - 80,800 (34W - 640W)
- Efficacy up to 156 lumens per watt

#### Dimensional Details



#### Product Certifications



#### Product Features



#### Connected Systems

- WaveLinx
- Enlighted

Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Extended Arm Length <sup>1</sup>	"B" Quick Mount Arm Length	"B" Quick Mount Extended Arm Length
1-4	15-1/2"	7"	10"	10-5/8"	16-9/16"
5-6	21-5/8"	7"	10"	10-5/8"	16-9/16"
7-8	27-5/8"	7"	13"	10-5/8"	—
9-10	33-3/4"	7"	16"	—	—

**NOTES:**  
For arm selection requirements and additional line art, see Mounting Details section.




## Ordering Information

SAMPLE NUMBER: GLEON-SA4C-740-U-T4FT-GM

Product Family <sup>1, 2</sup>	Light Engine		Color Temperature	Voltage	Distribution	Mounting	Finish
	Configuration	Drive Current					
GLEON=Galleon	SA1=1 Square SA2=2 Squares SA3=3 Squares SA4=4 Squares SA5=5 Squares <sup>4</sup> SA6=6 Squares SA7=7 Squares <sup>5</sup> SA8=8 Squares <sup>5</sup> SA9=9 Squares <sup>6</sup> SA0=10 Squares <sup>6</sup>	A=600mA B=800mA C=1000mA D=1200mA <sup>16</sup>	722=70CRI, 2200K 727=70CRI, 2700K 730=70CRI, 3000K 735=70CRI, 3500K 740=70CRI, 4000K 750=70CRI, 5000K 760=70CRI, 6000K 827=80CRI, 2700K 830=80CRI, 3000K AMB=Amber, 590nm <sup>14, 16</sup>	U=120-277V 1=120V 2=208V 3=240V 4=277V 8=480V <sup>7, 8</sup> 9=347V <sup>7</sup>	T2=Type II T2R=Type II Roadway T3=Type III T3R=Type III Roadway T4FT=Type IV Forward Throw T4W=Type IV Wide 5NQ=Type V Narrow 5MQ=Type V Square Medium 5WQ=Type V Square Wide SL2=Type II w/Spill Control SL3=Type III w/Spill Control SL4=Type IV w/Spill Control SLL=90° Spill Light Eliminator Left SLR=90° Spill Light Eliminator Right RW=Rectangular Wide Type I AFL=Automotive Frontline	[blank]=Arm for Round or Square Pole EA=Extended Arm <sup>9</sup> MA=Mast Arm Adapter <sup>10</sup> WM=Wall Mount QM=Quick Mount Arm (Standard Length) <sup>11</sup> QMEA=Quick Mount Arm (Extended Length) <sup>12</sup>	AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White
Options (Add as Suffix)			Controls and Systems Options (Add as Suffix)			Accessories (Order Separately)	
<b>DIM</b> =External 0-10V Dimming Leads <sup>19, 20</sup> <b>F</b> =Single Fuse (120, 277 or 347V Specify Voltage) <b>FF</b> =Double Fuse (208, 240 or 480V Specify Voltage) <b>20K</b> =Series 20kV UL 1449 Surge Protective Device <b>2L</b> =Two Circuits <sup>17, 18</sup> <b>HA</b> =50°C High Ambient <b>HSS</b> =Installed House Side Shield <sup>28</sup> <b>GRSBK</b> =Glare Reducing Shield, Black <sup>23</sup> <b>GRSWH</b> =Glare Reducing Shield, White <sup>23</sup> <b>LCF</b> =Light Square Trim Painted to Match Housing <sup>27</sup> <b>MT</b> =Installed Mesh Top <b>TH</b> =Tool-less Door Hardware <b>CC</b> =Coastal Construction finish <sup>3</sup> <b>L90</b> =Optics Rotated 90° Left <b>R90</b> =Optics Rotated 90° Right <b>CE</b> =CE Marking <sup>29</sup> <b>AHD145</b> =After Hours Dim, 5 Hours <sup>22</sup> <b>AHD245</b> =After Hours Dim, 6 Hours <sup>22</sup> <b>AHD255</b> =After Hours Dim, 7 Hours <sup>22</sup> <b>AHD355</b> =After Hours Dim, 8 Hours <sup>22</sup> <b>DALI</b> =DALI Drivers			<b>BPC</b> =Button Type Photocontrol <b>PR</b> =NEMA 3-PIN Photocontrol Receptacle <b>PR7</b> =NEMA 7-PIN Photocontrol Receptacle <sup>21</sup> <b>SPB2</b> =Dimming Occupancy Sensor with Bluetooth Interface, 8' - 20' Mounting <sup>24</sup> <b>SPB4</b> =Dimming Occupancy Sensor with Bluetooth Interface, 21' - 40' Mounting <sup>24</sup> <b>MS-L20</b> =Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height <sup>24</sup> <b>MS-L40W</b> =Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height <sup>24</sup> <b>MS/X-L20</b> =Bi-Level Motion Sensor, 9' - 20' Mounting Height <sup>24, 25</sup> <b>MS/X-L40W</b> =Bi-Level Motion Sensor, 21' - 40' Mounting Height <sup>24, 25</sup> <b>MS/DIM-L20</b> =Motion Sensor for Dimming Operation, 9' - 20' Mounting Height <sup>24</sup> <b>MS/DIM-L40W</b> =Motion Sensor for Dimming Operation, 21' - 40' Mounting Height <sup>24</sup> <b>ZW</b> =WaveLinX Module and 4-PIN Receptacle <b>ZD</b> =WaveLinX Module with DALI driver and 4-PIN Receptacle <b>SWPD4XX</b> =WaveLinX Sensor Only, 7'-15' <sup>13, 32, 33</sup> <b>SWPD5XX</b> =WaveLinX Sensor Only, 15'-40' <sup>13, 32, 33</sup> <b>WOBXX</b> =WaveLinX Sensor with Bluetooth, 7'-15' <sup>13, 32</sup> <b>WOFXX</b> =WaveLinX Sensor with Bluetooth, 15'-40' <sup>13, 32</sup> <b>LWR-LW</b> =Enlighted Sensor, 8' - 16' Mounting Height <sup>26</sup> <b>LWR-LN</b> =Enlighted Sensor, 16' - 40' Mounting Height <sup>26</sup> <b>DIM10-MS/DIM-L08</b> =Synapse Occupancy Sensor (<8' Mounting) <sup>19</sup> <b>DIM10-MS/DIM-L20</b> =Synapse Occupancy Sensor (9'-20' Mounting) <sup>19</sup> <b>DIM10-MS/DIM-L40</b> =Synapse Occupancy Sensor (21'-40' Mounting) <sup>19</sup>			<b>OA/RA1016</b> =NEMA Photocontrol Multi-Tap - 105-285V <b>OA/RA1027</b> =NEMA Photocontrol - 480V <b>OA/RA1021</b> =NEMA Photocontrol - 347V <b>OA/RA1013</b> =Photocontrol Shorting Cap <b>OA/RA1014</b> =120V Photocontrol <b>MA1252</b> =10kV Surge Module Replacement <b>MA1036-XX</b> =Single Tenon Adapter for 2-3/8" O.D. Tenon <b>MA1037-XX</b> =2@180° Tenon Adapter for 2-3/8" O.D. Tenon <b>MA1197-XX</b> =3@120° Tenon Adapter for 2-3/8" O.D. Tenon <b>MA1188-XX</b> =4@90° Tenon Adapter for 2-3/8" O.D. Tenon <b>MA1189-XX</b> =2@90° Tenon Adapter for 2-3/8" O.D. Tenon <b>MA1190-XX</b> =3@90° Tenon Adapter for 2-3/8" O.D. Tenon <b>MA1191-XX</b> =2@120° Tenon Adapter for 2-3/8" O.D. Tenon <b>MA1038-XX</b> =Single Tenon Adapter for 3-1/2" O.D. Tenon <b>MA1039-XX</b> =2@180° Tenon Adapter for 3-1/2" O.D. Tenon <b>MA1192-XX</b> =3@120° Tenon Adapter for 3-1/2" O.D. Tenon <b>MA1193-XX</b> =4@90° Tenon Adapter for 3-1/2" O.D. Tenon <b>MA1194-XX</b> =2@90° Tenon Adapter for 3-1/2" O.D. Tenon <b>MA1195-XX</b> =3@90° Tenon Adapter for 3-1/2" O.D. Tenon <b>FSIR-100</b> =Wireless Configuration Tool for Occupancy Sensor <sup>24</sup> <b>GLEON-MT1</b> =Field Installed Mesh Top for 1-4 Light Squares <b>GLEON-MT2</b> =Field Installed Mesh Top for 5-6 Light Squares <b>GLEON-MT3</b> =Field Installed Mesh Top for 7-8 Light Squares <b>GLEON-MT4</b> =Field Installed Mesh Top for 9-10 Light Squares <b>GLEON-QM</b> =Quick Mount Arm Kit <sup>11</sup> <b>GLEON-QMEA</b> =Quick Mount Extended Arm Kit <sup>12</sup> <b>LS/HSS</b> =Field Installed House Side Shield <sup>28, 30</sup> <b>LS/GRSBK</b> =Glare Reducing Shield, Black <sup>23, 30</sup> <b>LS/GRSWH</b> =Glare Reducing Shield, White <sup>23, 30</sup> <b>LS/PFS</b> =Perimeter Shield, Black <sup>15</sup> <b>WOLC-7P-10A</b> =WaveLinX Outdoor Control Module <sup>19, 31</sup> <b>SWPD4-XX</b> =Wavelinx Wireless Sensor, 7 - 15' Mounting Height <sup>13, 19, 32, 33</sup> <b>SWPD5-XX</b> =Wavelinx Wireless Sensor, 15 - 40' Mounting Height <sup>13, 19, 32, 33</sup>	
<b>NOTES:</b> 1. Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional support information. 2. DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details. 3. Coastal construction finish salt spray tested to over 5,000-hours per ASTM B117, with a scribe rating of 9 per ASTM D1654. Not available with TH option. 4. Not compatible with MS/4-LXX or MS/1-LXX sensors. 5. Not compatible with extended quick mount arm (QMEA). 6. Not compatible with standard quick mount arm (QM) or extended quick mount arm (QMEA). 7. Requires the use of an internal step down transformer when combined with sensor options. Not available with sensor at 1200mA. Not available in combination with the HA high ambient and sensor options at 1A. 8. 480V must utilize Wye system only. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems.) 9. May be required when two or more luminaires are oriented on a 90° or 120° drilling pattern. Refer to arm mounting requirement table. 10. Factory installed. 11. Maximum 8 light squares. 12. Maximum 6 light squares. 13. Requires ZW or ZD receptacle. 14. Narrow-band 590nm +/- 5nm for wildlife and observatory use. Choose drive current A; supplied at 500mA drive current only. Available with 5WQ, 5MQ, SL2, SL3 and SL4 distributions. Can be used with HSS option. 15. Set of 4 pcs. One set required per Light Square. 16. Not available with HA option. 17. 2L is not available with MS, MS/X or MS/DIM at 347V or 480V. 2L in SA2 through SA4 requires a larger housing, normally used for SA5 or SA6. Extended arm option may be required when mounting two or more fixtures per pole at 90° or 120°. Refer to arm mounting requirement table. 18. Not available with Enlighted wireless sensors. 19. Cannot be used with other control options. 20. Low voltage control lead brought out 18" outside fixture. 21. Not available if any "MS" sensor is selected. Motion sensor has an integral photocell. 22. Requires the use of BPC photocontrol or the PR7 or PR photocontrol receptacle with photocontrol accessory. See After Hours Dim supplemental guide for additional information. 23. Not for use with T4FT, T4W or SL4 optics. See IES files for details. 24. The FSIR-100 configuration tool is required to adjust parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Cooper Lighting Solutions for more information. 25. Replace X with number of Light Squares operating in low output mode. 26. Enlighted wireless sensors are factory installed only requiring network components LWP-EM-1, LWP-GW-1 and LWP-PoE8 in appropriate quantities. 27. Not available with house side shield (HSS). 28. Not for use with 5NQ, 5MQ, 5WQ or RW optics. A black trim plate is used when HSS is selected. 29. CE is not available with the LWR, MS, MS/X, MS/DIM, BPC, PR or PR7 options. Available in 120-277V only. 30. One required for each Light Square. 31. Requires PR7. 32. Replace XX with sensor color (WH, BZ or BK.) 33. WAC Gateway required to enable field-configurability. Order WAC-PoE and WPOE-120 (10V to PoE injector) power supply if needed. 34. Smart device with mobile application required to change system defaults. See controls section for details.							

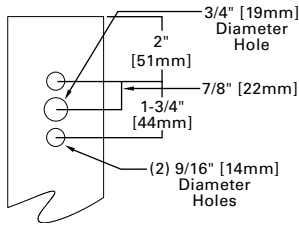
## LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

Product Family	Camera Type	Data Backhaul	
<b>L</b> =LumenSafe Technology 	<b>D</b> =Standard Dome Camera <b>H</b> =Hi-Res Dome Camera <b>Z</b> =Remote PTZ Camera	<b>C</b> =Cellular, No SIM <b>A</b> =Cellular, AT&T <b>V</b> =Cellular, Verizon <b>S</b> =Cellular, Sprint	<b>R</b> =Cellular, Rogers <b>W</b> =Wi-Fi Networking w/ Omni-Directional Antenna <b>E</b> =Ethernet Networking

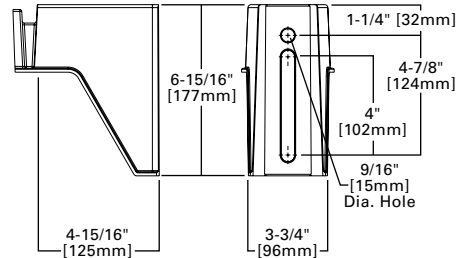
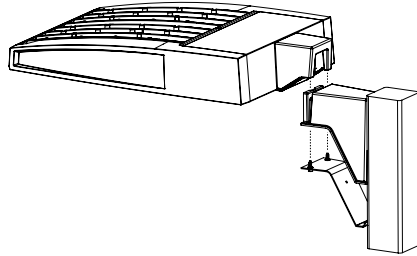
## Mounting Details

### Standard Arm (Drilling Pattern)

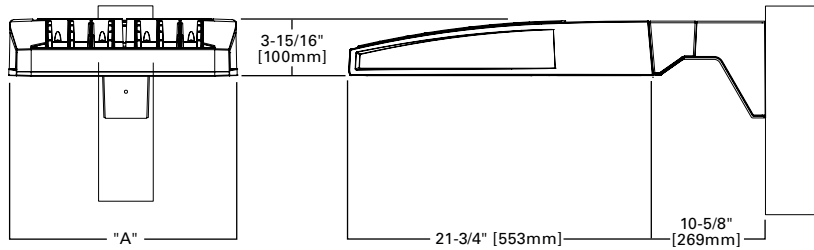
TYPE "N"



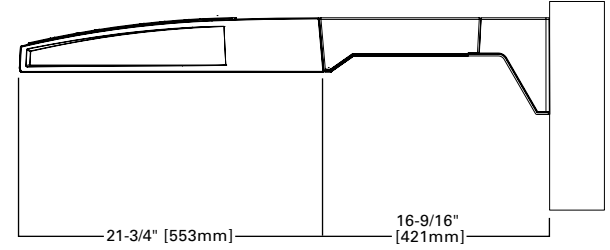
### Quick Mount Arm (Includes fixture adapter)



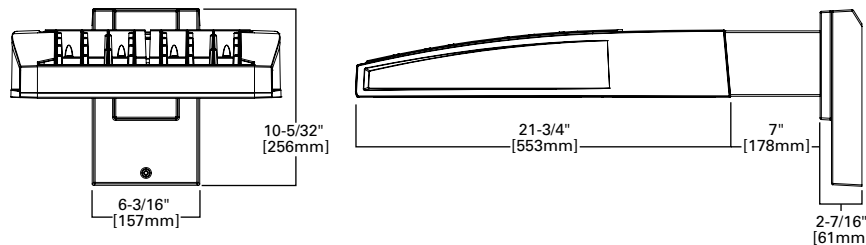
### QM Quick Mount Arm (Standard)



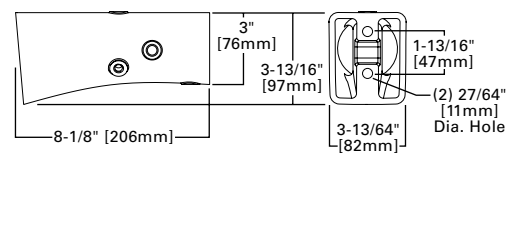
### QMEA Quick Mount Arm (Extended)



### Standard Wall Mount

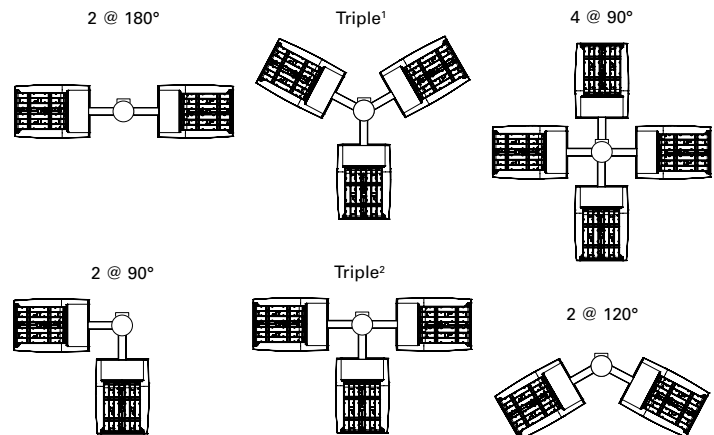


### Mast Arm Mount



### Arm Mounting Requirements

Number of Light Squares	Standard Arm @ 90° Apart	Standard Arm @ 120° Apart	Quick Mount Arm @ 90° Apart	Quick Mount Arm @ 120° Apart
1	Standard	Standard	QM Extended	Quick Mount
2	Standard	Standard	QM Extended	Quick Mount
3	Standard	Standard	QM Extended	Quick Mount
4	Standard	Standard	QM Extended	Quick Mount
5	Extended	Standard	QM Extended	Quick Mount
6	Extended	Standard	QM Extended	Quick Mount
7	Extended	Extended	--	Quick Mount
8	Extended	Extended	--	Quick Mount
9	Extended	Extended	--	--
10	Extended	Extended	--	--



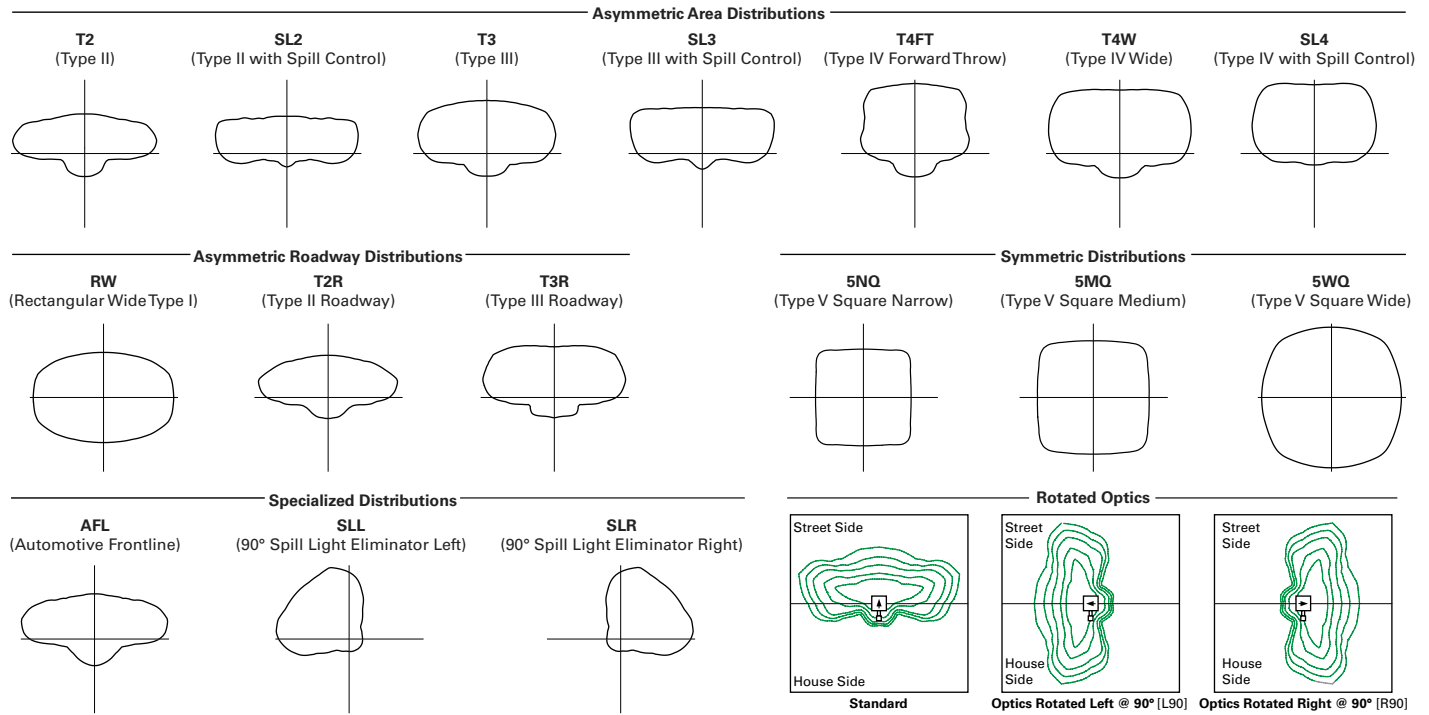
NOTES: 1 Round poles are 3 @ 120°. Square poles are 3 @ 90°. 2 Round poles are 3 @ 90°.

### Fixture Weights and EPAs

Number of Light Squares	Weight with Standard and Extended Arm (lbs.)	EPA with Standard and Extended Arm (Sq. Ft.)	Weight with Quick Mount Arm (lbs.)	EPA with Quick Mount Arm (Sq. Ft.)	Weight with Quick Mount Extended Arm (lbs.)	EPA with Quick Mount Extended Arm (Sq. Ft.)
1-4	33	0.96	35	1.11	38	1.11
5-6	44	1.00	46	1.11	49	1.11
7-8	54	1.07	56	1.11	--	--
9-10	63	1.12	--	--	--	--



## Optical Distributions



## Product Specifications

### Construction

- Extruded aluminum driver enclosure
- Heavy-wall, die-cast aluminum end caps
- Die-cast aluminum heat sinks
- Patent pending interlocking housing and heat sink

### Optics

- Patented, high-efficiency injection-molded AccuLED Optics technology
- 16 optical distributions
- 3 shielding options including HSS, GRS and PFS
- IDA Certified (3000K CCT and warmer only)

### Electrical

- LED drivers are mounted to removable tray

assembly for ease of maintenance

- Standard with 0-10V dimming
- Standard with Cooper Lighting Solutions proprietary circuit module designed to withstand 10kV of transient line surge
- Suitable for operation in -40°C to 40°C ambient environments. Optional 50°C high ambient (HA) configuration.

### Mounting

- Standard extruded arm includes internal bolt guides and round pole adapter
- Extended arms (EA and QMEA) may be required in 90° or 120° pole mount configurations, see arm mounting requirements table

- Mast arm (MA) factory installed

- Wall mount (WM) option available
- Quick mount arm (QM and QMEA) includes pole adapter and factory installed fixture mount for fast installation to square or round poles

### Finish

- Super housing durable TGIC polyester powder coat paint, 2.5 mil nominal thickness
- Heat sink is powder coated black
- RAL and custom color matches available
- Coastal Construction (CC) option available

### Warranty

- Five year warranty

## Energy and Performance Data

### Lumen Maintenance (TM-21)

Drive Current	Ambient Temperature	25,000 hours*	50,000 hours*	60,000 hours*	100,000 hours**	Theoretical L70 hours**
Up to 1A	25°C	99.4%	99.0%	98.9%	98.3%	> 2.4M
	40°C	98.7%	98.3%	98.1%	97.4%	> 1.9M
	50°C	98.2%	97.2%	96.8%	95.2%	> 851,000
1.2A	25°C	99.4%	99.0%	98.9%	98.3%	> 2.4M
	40°C	98.5%	97.9%	97.7%	96.7%	> 1.3M

\* Supported by IES TM-21 standards

\*\* Theoretical values represent estimations commonly used; however, refer to the IES position on LED Product Lifetime Prediction, IES PS-10-18, explaining proper use of IES TM-21 and LM-80.

### Lumen Multiplier

Ambient Temperature	Lumen Multiplier
0°C	1.02
10°C	1.01
25°C	1.00
40°C	0.99
50°C	0.97



View GLEON IES files

Nominal Power Lumens (1.2A)

 Supplemental Performance Guide™

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Nominal Power (Watts)		67	129	191	258	320	382	448	511	575	640
Input Current @ 120V (A)		0.58	1.16	1.78	2.31	2.94	3.56	4.09	4.71	5.34	5.87
Input Current @ 208V (A)		0.33	0.63	0.93	1.27	1.57	1.87	2.22	2.52	2.8	3.14
Input Current @ 240V (A)		0.29	0.55	0.80	1.10	1.35	1.61	1.93	2.18	2.41	2.71
Input Current @ 277V (A)		0.25	0.48	0.70	0.96	1.18	1.39	1.69	1.90	2.09	2.36
Input Current @ 347V (A)		0.20	0.39	0.57	0.78	0.96	1.15	1.36	1.54	1.72	1.92
Input Current @ 480V (A)		0.15	0.30	0.43	0.60	0.73	0.85	1.03	1.16	1.28	1.45
Optics											
T2	4000K Lumens	7,972	15,580	23,245	30,714	38,056	45,541	53,857	61,024	68,072	75,366
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	119	121	122	119	119	119	120	119	118	118
T2R	4000K Lumens	8,462	16,539	24,680	32,609	40,401	48,348	57,176	64,783	72,266	80,010
	BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	126	128	129	126	126	127	128	127	126	125
T3	4000K Lumens	8,125	15,879	23,693	31,307	38,787	46,417	54,893	62,197	69,381	76,818
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	121	123	124	121	121	122	123	122	121	120
T3R	4000K Lumens	8,306	16,232	24,220	32,001	39,651	47,447	56,114	63,580	70,924	78,523
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	124	126	127	124	124	124	125	124	123	123
T4FT	4000K Lumens	8,173	15,970	23,831	31,488	39,014	46,686	55,212	62,558	69,783	77,261
	BUG Rating	B1-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	122	124	125	122	122	122	123	122	121	121
T4W	4000K Lumens	8,067	15,764	23,522	31,080	38,510	46,082	54,499	61,751	68,881	76,263
	BUG Rating	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B5-U0-G5
	Lumens per Watt	120	122	123	120	120	121	122	121	120	119
SL2	4000K Lumens	7,958	15,552	23,206	30,662	37,989	45,462	53,763	60,920	67,952	75,235
	BUG Rating	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	119	121	121	119	119	119	120	119	118	118
SL3	4000K Lumens	8,124	15,877	23,690	31,302	38,784	46,410	54,885	62,189	69,372	76,805
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	121	123	124	121	121	121	123	122	121	120
SL4	4000K Lumens	7,719	15,085	22,510	29,741	36,850	44,097	52,148	59,089	65,913	72,977
	BUG Rating	B1-U0-G3	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	115	117	118	115	115	115	116	116	115	114
5NQ	4000K Lumens	8,380	16,375	24,436	32,287	40,003	47,870	56,610	64,144	71,552	79,221
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4
	Lumens per Watt	125	127	128	125	125	125	126	126	124	124
5MQ	4000K Lumens	8,534	16,676	24,885	32,881	40,739	48,752	57,653	65,326	72,868	80,679
	BUG Rating	B3-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
	Lumens per Watt	127	129	130	127	127	128	129	128	127	126
5WQ	4000K Lumens	8,556	16,723	24,951	32,968	40,847	48,881	57,808	65,499	73,063	80,894
	BUG Rating	B3-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
	Lumens per Watt	128	130	131	128	128	128	129	128	127	126
SLL/ SLR	4000K Lumens	7,140	13,951	20,817	27,506	34,081	40,783	48,231	54,649	60,959	67,492
	BUG Rating	B1-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	107	108	109	107	107	107	108	107	106	105
RW	4000K Lumens	8,304	16,228	24,215	31,994	39,641	47,437	56,100	63,566	70,907	78,504
	BUG Rating	B3-U0-G1	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5
	Lumens per Watt	124	126	127	124	124	124	125	124	123	123
AFL	4000K Lumens	8,335	16,287	24,302	32,110	39,784	47,610	56,303	63,796	71,163	78,790
	BUG Rating	B1-U0-G1	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G4	B4-U0-G4	B4-U0-G4	B4-U0-G5
	Lumens per Watt	124	126	127	124	124	125	126	125	124	123

\* Nominal data for 70 CRI. \*\* For additional performance data, please reference the Galleon Supplemental Performance Guide.



## Nominal Power Lumens (1A)

 Supplemental Performance Guide™

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Nominal Power (Watts)		59	113	166	225	279	333	391	445	501	558
Input Current @ 120V (A)		0.51	1.02	1.53	2.03	2.55	3.06	3.56	4.08	4.60	5.07
Input Current @ 208V (A)		0.29	0.56	0.82	1.11	1.37	1.64	1.93	2.19	2.46	2.75
Input Current @ 240V (A)		0.26	0.48	0.71	0.96	1.19	0.41	1.67	1.89	2.12	2.39
Input Current @ 277V (A)		0.23	0.42	0.61	0.83	1.03	1.23	1.45	1.65	1.84	2.09
Input Current @ 347V (A)		0.17	0.32	0.50	0.64	0.82	1.00	1.14	1.32	1.50	1.68
Input Current @ 480V (A)		0.14	0.24	0.37	0.48	0.61	0.75	0.91	0.99	1.12	1.28
Optics											
T2	4000K Lumens	7,267	14,201	21,190	28,000	34,692	41,515	49,096	55,627	62,053	68,703
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	123	126	128	124	124	125	126	125	124	123
T2R	4000K Lumens	7,715	15,077	22,497	29,725	36,829	44,073	52,122	59,056	65,876	72,937
	BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	131	133	136	132	132	132	133	133	131	131
T3	4000K Lumens	7,408	14,475	21,598	28,539	35,358	42,313	50,039	56,698	63,246	70,024
	BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	126	128	130	127	127	127	128	127	126	125
T3R	4000K Lumens	7,571	14,798	22,078	29,172	36,145	43,253	51,153	57,959	64,653	71,581
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	128	131	133	130	130	130	131	130	129	128
T4FT	4000K Lumens	7,451	14,559	21,725	28,703	35,564	42,558	50,330	57,027	63,613	70,430
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	126	129	131	128	127	128	129	128	127	126
T4W	4000K Lumens	7,354	14,371	21,442	28,333	35,105	42,007	49,681	56,291	62,792	69,521
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	125	127	129	126	126	126	127	126	125	125
SL2	4000K Lumens	7,254	14,178	21,155	27,951	34,631	41,443	49,011	55,533	61,944	68,584
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	123	125	127	124	124	124	125	125	124	123
SL3	4000K Lumens	7,406	14,474	21,596	28,534	35,355	42,307	50,033	56,690	63,237	70,014
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	126	128	130	127	127	127	128	127	126	125
SL4	4000K Lumens	7,037	13,751	20,519	27,112	33,592	40,198	47,538	53,864	60,087	66,524
	BUG Rating	B1-U0-G3	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5
	Lumens per Watt	119	122	124	120	120	121	122	121	120	119
5NQ	4000K Lumens	7,640	14,928	22,275	29,431	36,465	43,637	51,606	58,472	65,226	72,218
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4
	Lumens per Watt	129	132	134	131	131	131	132	131	130	129
5MQ	4000K Lumens	7,779	15,203	22,684	29,973	37,137	44,441	52,555	59,549	66,427	73,545
	BUG Rating	B3-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
	Lumens per Watt	132	135	137	133	133	133	134	134	133	132
5WQ	4000K Lumens	7,800	15,243	22,744	30,052	37,236	44,560	52,697	59,708	66,603	73,742
	BUG Rating	B3-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
	Lumens per Watt	132	135	137	134	133	134	135	134	133	132
SL/SLR	4000K Lumens	6,510	12,719	18,977	25,075	31,067	37,176	43,967	49,817	55,569	61,525
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	110	113	114	111	111	112	112	112	111	110
RW	4000K Lumens	7,570	14,793	22,073	29,165	36,137	43,243	51,140	57,945	64,637	71,564
	BUG Rating	B3-U0-G1	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5
	Lumens per Watt	128	131	133	130	130	130	131	130	129	128
AFL	4000K Lumens	7,598	14,847	22,154	29,272	36,267	43,400	51,326	58,156	64,872	71,824
	BUG Rating	B1-U0-G1	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G4	B4-U0-G4	B4-U0-G4	B4-U0-G4
	Lumens per Watt	129	131	133	130	130	130	131	131	129	129

\* Nominal data for 70 CRI. \*\* For additional performance data, please reference the Galleon Supplemental Performance Guide.

## Nominal Power Lumens (800mA)

 Supplemental Performance Guide™

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Nominal Power (Watts)		44	85	124	171	210	249	295	334	374	419
Input Current @ 120V (A)		0.39	0.77	1.13	1.54	1.90	2.26	2.67	3.03	3.39	3.80
Input Current @ 208V (A)		0.22	0.44	0.62	0.88	1.06	1.24	1.50	1.68	1.87	2.12
Input Current @ 240V (A)		0.19	0.38	0.54	0.76	0.92	1.08	1.30	1.46	1.62	1.84
Input Current @ 277V (A)		0.17	0.36	0.47	0.72	0.83	0.95	1.19	1.31	1.42	1.67
Input Current @ 347V (A)		0.15	0.24	0.38	0.49	0.63	0.77	0.87	1.01	1.15	1.52
Input Current @ 480V (A)		0.11	0.18	0.29	0.37	0.48	0.59	0.66	0.77	0.88	0.96
Optics											
T2	4000K Lumens	5,871	11,474	17,121	22,622	28,029	33,542	39,667	44,944	50,134	55,508
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	133	135	138	132	133	135	134	135	134	132
T2R	4000K Lumens	6,233	12,181	18,176	24,016	29,756	35,608	42,111	47,714	53,224	58,929
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5
	Lumens per Watt	142	143	147	140	142	143	143	143	142	141
T3	4000K Lumens	5,986	11,695	17,450	23,057	28,568	34,186	40,430	45,809	51,099	56,576
	BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	136	138	141	135	136	137	137	137	137	135
T3R	4000K Lumens	6,117	11,955	17,838	23,569	29,203	34,946	41,328	46,827	52,235	57,832
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	139	141	144	138	139	140	140	140	140	138
T4FT	4000K Lumens	6,019	11,763	17,551	23,190	28,734	34,384	40,663	46,074	51,396	56,904
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	137	138	142	136	137	138	138	138	137	136
T4W	4000K Lumens	5,942	11,610	17,324	22,891	28,363	33,940	40,138	45,480	50,732	56,169
	BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	135	137	140	134	135	136	136	136	136	134
SL2	4000K Lumens	5,862	11,454	17,091	22,583	27,980	33,484	39,598	44,867	50,048	55,411
	BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	133	135	138	132	133	134	134	134	134	132
SL3	4000K Lumens	5,985	11,694	17,447	23,053	28,565	34,182	40,424	45,804	51,092	56,568
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5
	Lumens per Watt	136	138	141	135	136	137	137	137	137	135
SL4	4000K Lumens	5,685	11,111	16,577	21,905	27,140	32,478	38,409	43,520	48,546	53,748
	BUG Rating	B1-U0-G2	B1-U0-G3	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	129	131	134	128	129	130	130	130	130	128
5NQ	4000K Lumens	6,172	12,061	17,997	23,778	29,462	35,256	41,694	47,242	52,699	58,347
	BUG Rating	B2-U0-G1	B3-U0-G1	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4
	Lumens per Watt	140	142	145	139	140	142	141	141	141	139
5MQ	4000K Lumens	6,285	12,283	18,328	24,217	30,004	35,907	42,462	48,112	53,669	59,421
	BUG Rating	B3-U0-G1	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5
	Lumens per Watt	143	145	148	142	143	144	144	144	144	142
5WQ	4000K Lumens	6,303	12,317	18,377	24,281	30,085	36,001	42,575	48,241	53,812	59,579
	BUG Rating	B3-U0-G1	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
	Lumens per Watt	143	145	148	142	143	145	144	144	144	142
SL/SLR	4000K Lumens	5,260	10,276	15,332	20,259	25,101	30,037	35,522	40,249	44,898	49,708
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	120	121	124	118	120	121	120	121	120	119
RW	4000K Lumens	6,116	11,952	17,834	23,563	29,196	34,938	41,317	46,817	52,224	57,819
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4
	Lumens per Watt	139	141	144	138	139	140	140	140	140	138
AFL	4000K Lumens	6,139	11,996	17,899	23,650	29,302	35,064	41,468	46,987	52,412	58,030
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G4	B4-U0-G4
	Lumens per Watt	140	141	144	138	140	141	141	141	140	138

\* Nominal data for 70 CRI. \*\* For additional performance data, please reference the Galleon Supplemental Performance Guide.



## Nominal Power Lumens (600mA)

 Supplemental Performance Guide\*\*

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Nominal Power (Watts)		34	66	96	129	162	193	226	257	290	323
Input Current @ 120V (A)		0.30	0.58	0.86	1.16	1.44	1.73	2.03	2.33	2.59	2.89
Input Current @ 208V (A)		0.17	0.34	0.49	0.65	0.84	0.99	1.14	1.30	1.48	1.63
Input Current @ 240V (A)		0.15	0.30	0.43	0.56	0.74	0.87	1.00	1.13	1.30	1.43
Input Current @ 277V (A)		0.14	0.28	0.41	0.52	0.69	0.81	0.93	1.04	1.22	1.33
Input Current @ 347V (A)		0.11	0.19	0.30	0.39	0.49	0.60	0.69	0.77	0.90	0.99
Input Current @ 480V (A)		0.08	0.15	0.24	0.30	0.38	0.48	0.53	0.59	0.71	0.77
Optics											
T2	4000K Lumens	4,787	9,357	13,961	18,448	22,856	27,353	32,347	36,651	40,884	45,265
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	141	142	145	143	141	142	143	143	141	140
T2R	4000K Lumens	5,083	9,934	14,822	19,585	24,266	29,038	34,341	38,911	43,404	48,055
	BUG Rating	B1-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5
	Lumens per Watt	150	151	154	152	150	150	152	151	150	149
T3	4000K Lumens	4,880	9,537	14,231	18,803	23,296	27,878	32,970	37,358	41,671	46,137
	BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5
	Lumens per Watt	144	145	148	146	144	144	146	145	144	143
T3R	4000K Lumens	4,988	9,749	14,547	19,220	23,814	28,497	33,703	38,188	42,598	47,162
	BUG Rating	B1-U0-G2	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	147	148	152	149	147	148	149	149	147	146
T4FT	4000K Lumens	4,909	9,591	14,312	18,911	23,432	28,040	33,161	37,574	41,913	46,404
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5
	Lumens per Watt	144	145	149	147	145	145	147	146	145	144
T4W	4000K Lumens	4,845	9,468	14,128	18,668	23,130	27,678	32,732	37,088	41,371	45,805
	BUG Rating	B1-U0-G2	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	143	143	147	145	143	143	145	144	143	142
SL2	4000K Lumens	4,779	9,341	13,937	18,416	22,818	27,305	32,292	36,589	40,813	45,188
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5
	Lumens per Watt	141	142	145	143	141	141	143	142	141	140
SL3	4000K Lumens	4,879	9,536	14,229	18,800	23,294	27,874	32,965	37,351	41,666	46,130
	BUG Rating	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	144	144	148	146	144	144	146	145	144	143
SL4	4000K Lumens	4,637	9,059	13,519	17,863	22,132	26,486	31,322	35,490	39,589	43,831
	BUG Rating	B1-U0-G2	B1-U0-G3	B2-U0-G4	B2-U0-G4	B2-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	136	137	141	138	137	137	139	138	137	136
5NQ	4000K Lumens	5,033	9,835	14,676	19,392	24,026	28,751	34,002	38,526	42,975	47,581
	BUG Rating	B2-U0-G1	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3
	Lumens per Watt	148	149	153	150	148	149	150	150	148	147
5MQ	4000K Lumens	5,126	10,015	14,946	19,747	24,468	29,281	34,628	39,236	43,766	48,457
	BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4
	Lumens per Watt	151	152	156	153	151	152	153	153	151	150
5WQ	4000K Lumens	5,139	10,043	14,985	19,801	24,533	29,359	34,721	39,339	43,883	48,586
	BUG Rating	B3-U0-G1	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5
	Lumens per Watt	151	152	156	153	151	152	154	153	151	150
SL/SLR	4000K Lumens	4,289	8,380	12,502	16,520	20,469	24,494	28,967	32,823	36,613	40,537
	BUG Rating	B1-U0-G2	B1-U0-G3	B2-U0-G3	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
	Lumens per Watt	126	127	130	128	126	127	128	128	126	126
RW	4000K Lumens	4,987	9,746	14,543	19,215	23,808	28,491	33,695	38,178	42,587	47,151
	BUG Rating	B2-U0-G1	B3-U0-G1	B4-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4
	Lumens per Watt	147	148	151	149	147	148	149	149	147	146
AFL	4000K Lumens	5,007	9,782	14,597	19,285	23,896	28,594	33,817	38,317	42,742	47,322
	BUG Rating	B1-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3
	Lumens per Watt	147	148	152	149	148	148	150	149	147	147

\* Nominal data for 70 CRI. \*\* For additional performance data, please reference the Galleon Supplemental Performance Guide.

## Control Options

### 0-10V (DIM)

This fixture is offered standard with 0-10V dimming driver(s). The DIM option provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

### Photocontrol (BPC, PR and PR7)

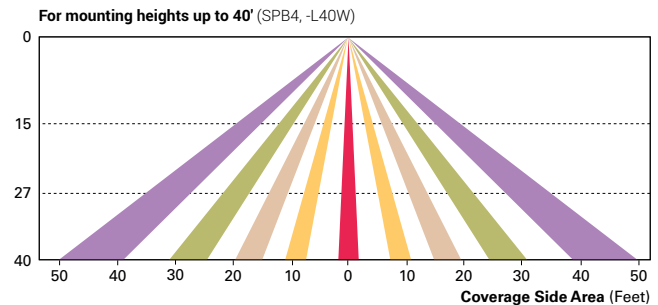
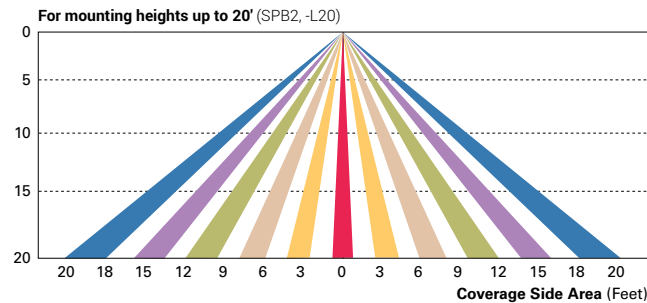
Optional button-type photocontrol (BPC) and photocontrol receptacles (PR and PR7) provide a flexible solution to enable “dusk-to-dawn” lighting by sensing light levels. Advanced control systems compatible with NEMA 7-pin standards can be utilized with the PR7 receptacle.

### After Hours Dim (AHD)

This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled portions of the night. The dimming profile will automatically take effect after a “dusk-to-dawn” period has been calculated from the photocontrol input. Specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

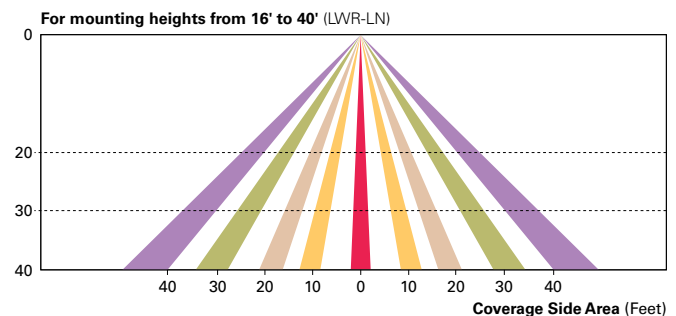
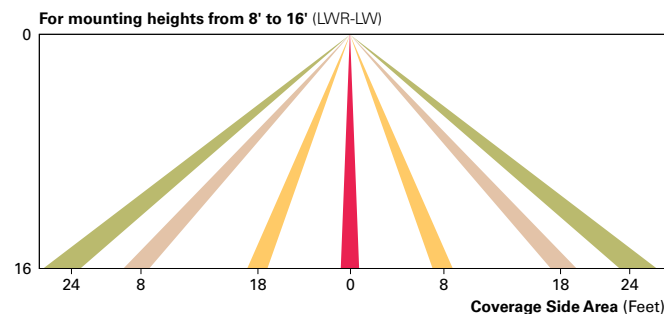
### Dimming Occupancy Sensor (SPB, MS/DIM-LXX, MS/X-LXX and MS-LXX)

These sensors are factory installed in the luminaire housing. When the SPB or MS/DIM sensor options are selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when there is no activity detected. When activity is detected, the luminaire returns to full light output. The MS/DIM sensor is factory preset to dim down to approximately 50 percent power with a time delay of five minutes. The MS-LXX sensor is factory preset to turn the luminaire off after five minutes of no activity. The MS/X-LXX is also preset for five minutes and only controls the specified number of light engines to maintain steady output from the remaining light engines. SPB motion sensors require the Sensor Configuration mobile application by Wattstopper to change factory default dimming level, time delay, sensitivity and other parameters. Available for iOS and Android devices. The SPB sensor is factory preset to dim down to approximately 10% power with a time delay of five minutes. The MS/DIM occupancy sensors require the FSIR-100 programming tool to adjust factory defaults.



### Enlighted Wireless Control and Monitoring System (LWR-LW and LWR-LN)

Enlighted is a connected lighting solution that combines a broad selection of energy-efficient LED luminaires with a powerful integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of building resources, beyond lighting.



### WaveLinX Wireless Outdoor Lighting Control Module (WOLC-7P-10A)

The 7-pin wireless outdoor lighting control module enables WaveLinX to control outdoor area, site and flood lighting. WaveLinX controls outdoor lighting using schedules to provide ON, OFF and dimming controls based on astronomic or time schedules based on a 7 day week.

### LumenSafe Integrated Network Security Camera (LD)

Cooper Lighting Solutions brings ease of camera deployment to a whole new level. No additional wiring is needed beyond providing line power to the luminaire. A variety of networking options allows security integrators to design the optimal solution for active surveillance. As the ideal solution to meet the needs for active surveillance, the LumenSafe integrated network camera is a streamlined, outdoor-ready fixed dome that provides HDTV 1080p video. This IP camera is optimally designed for deployment in the video management system or security software platform of choice.

### Synapse (DIM10)

SimplySNAP integrated wireless controls system by Synapse. Includes factory installed DIM10 Synapse control module and MS/DC motion sensor; requires additional Synapse system components for operation. Contact Synapse at [www.synapsewireless.com](http://www.synapsewireless.com) for product support, warranty and terms and conditions.



August 05, 2021

Ms. Mary F. Savage Dunham, AICP, CFM  
Assistant Director of Development Services  
City of Riviera Beach  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404  
(561) 845-4037  
[msavagedunham@rivierabeach.org](mailto:msavagedunham@rivierabeach.org)



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Urban Design  
Land Planning  
Landscape Architecture

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**RE: BERKELEY LANDING  
REZONING AND MAJOR SITE PLAN REVIEW  
UDKS REF #20-014.000 (REZ)**

Dear Ms. Savage Dunham:

Please accept the below responses and attached amended materials in response to recent comments issued by City Staff. Staff comments have been provided in bold and the Applicant's responses follow in italics.

**PLANNING AND ZONING DEPARTMENT (MARY SAVAGE-DUNHAM)**

**1. I think the handicapped parking is required to be 12x19. The downtown section of the regulations doesn't cite a HC parking space dimension so I believe the other section of the code applies. What does the building code say?**

The 2021 Florida Building Code and the 2010 ADA Standards for Accessible Design only regulate the width of the parking stall and width (5') and length (length of parking stall) of the required accessible aisle. Neither document regulate the length of the parking stall itself, which allows governing agencies to dictate that policy.

And although the City's downtown regulations do not reference specifically the dimension requirements for handicap spaces within the downtown area, based on best practices design methods, they should not be any longer than that permitted for standard parking spaces in the downtown area. Requiring a separate length for accessible parking spaces in the downtown area creates a design issue and would defeat the purpose of downtown regulations to allow a reduction in the permitted length, and cause issues with the design of the parking areas and drive isles.

If City staff determines that the handicap spaces must comply with Section 31-576 of the land development regulations, the applicant requests to deviate as 18' is an acceptable accessible parking stall length based on the Florida Building Code and the ADA Construction Standards.

- 2. The bus shelter is in the civic open space – are you providing an easement for this? We would condition the provision of the easement. We typically require developments to provide the bus shelter as well in support of a policy in our comprehensive plan. That may be a condition also. Have you discussed this bus shelter with Public works at all?**

The site plan provides for a 10' x 30' easement that will be granted to Palm Tran. This is Palm Tran's typical easement size requirement. The applicant has additionally provided elevations for the bus shelter that is proposed to be constructed within the noted easement. Applicant understands that these may be Conditions of Approval applied to the project. Applicant has not met with Public Works on this specific design matter, however we have discussed the above with Palm Tran.

**CITY ENGINEER (TERRENCE BAILEY)**

**Engineering and Public Works comments are provided below:**

**1. General –**

- ~~a. Please provide a copy of the projects traffic concurrency letter from Palm Beach County.~~
- ~~b. Please provide a letter from Waste Management that the site can be served and the dumpster/compactor has sufficient capacity. Please indicate whether the units will have totes or all trash will be taken to a dumpster/compactor.~~
- ~~c. Please provide a full drainage report, including flood evaluations and pre/post discharge rates into the City's drainage system.~~
- ~~d. According to the land use table provided, the impervious area for the project is 2.59AC of the 4.01AC site. This 65% impervious is above the 60% allowable for residential projects.~~
- e. Based on the traffic trips generated from this project a center turning lane may be necessary along Lake Shore Drive.**
  - i. See the enclosed typical section for the 66' right of way with the 8' sidewalks, bike lanes, travel lanes, and turn lanes.**

*Response: Consultants for the applicant have met with City Engineering, and the Lake Shore Drive sidewalk has been increased to 8' and has been located adjacent the project's east property line to allow for the future construction of the adjacent section of roadway as currently being designed. It was agreed that the bike lane and valley gutter would be installed in the future by others, but enough space would be left to accommodate.*



- f. **Please confirm that all inputs in the cascade stormwater model are in NAVD, i.e. the weir elevation, tail water, and stage/storage volumes etc.**

*Response: All inputs are in NAVD see revised drainage calculations, and the outputs have been revised to NAVD.*

- g. **Please provide a site specific geotechnical report supporting the 5.02 and 4.69 hydraulic conductivity values utilized in the exfiltration trench calculations.**

*Response: Please find attached a Geotechnical Report completed this past April.*

## **2. SP-1**

- ~~a. The civic open space along Lakeshore Drive must be wholly contained outside the right of way.~~  
~~b. Please confirm that the FDOT will approve the right-in, right-out driveway proposed off of Broadway, as well as the on street parking.~~  
~~c. The use of smaller parking stall dimensions requires additional landscaping, please identify the additional landscaping area on the site plan. In addition, the parking stall dimensions do not appear to comply with City Code.~~

- d. **The existing power poles in front of the project along Broadway need to be moved east to the eastern edge of the proposed right of way line. Please consider having these lines buried along the frontage of the project. In addition, please ensure the live oaks planned in the tree well are an appropriate tree specimen under the existing power lines. Please add a note to the site plan that the trees in the sidewalk tree wells are the maintenance obligation of the projects.**

*Response: Based on a conversation with the City's Engineering Department, the applicant has modified the development plans to shift the tree locations from the west side of the proposed sidewalk along Broadway Avenue to the east side to further avoid potential conflict between the existing power lines and the proposed trees. Additionally, the previously proposed Live Oaks have been replaced with standard (single trunk) Crape Myrtles (*Lagerstroemia indica*). This species can and will be maintained at a height appropriate to the existing utilities and a note has been added indicating the sidewalk tree wells are to be maintained by the proposed development.*

- e. **Please change the 10' proposed sidewalk dedication from the City of Riviera Beach to the Florida Department of Transportation. This change should be reflected on the proposed Plat.**

*Response: The applicant has amended the site plan to show the 10' strip of land area (Tract PS) in question as being dedicated FDOT, as requested. The Preliminary Plat has been amended to reflect the Tract PS as being reserved for*

*Future Road Right-Of-Way dedication.*

**f. Site Data Table**

**i. Update the application number.**

*Response: Site plan has been amended as requested.*

**ii. Please explain how the required bicycle spaces requires 1 per unit but the project is only providing 38 spaces when there are 112 units**

*Response: The City's Land Development Regulations for the Downtown area require that a bike space be provided for every 3 units proposed. Applicant is proposing providing for 38 bicycle parking spaces interior to the building. Applicant has amended the Site Plan to correct the scrivener's error in the site data.*

**iii. In the note section below the table, the project is evoking Ordinance 4114 to lower the parking demand to 1 space per dwelling unit. How will this project remain affordable housing for the lifetime of the project? Will there be a restrictive covenant recorded or language added to the proposed plat?**

*Response: The applicant will be bound by an Extended Use Agreement with Florida Housing Finance Corporation to provide 110 of the 112 units as affordable housing for a term of 50 years. In addition, the property will also be bound by an affordability covenant of 30 years with Palm Beach County in connection with the reduction of certain county impact fees. Both of these restrictions will be recorded covenants running with the land. Any future modification to the type of housing provided within the development would need to meet the City's Land Development Regulations current at that time for parking.*

**g. Property Development Regulations**

**i. The minimum required building frontage is 65% of the 260 linear feet of property along Broadway. The proposed building is only 150' long or 58% of the frontage. How will this requirement be addressed?**

*Response: Based on discussions with both the City's Engineering Department and Planning and Zoning Department, the applicant is providing for the intent of the required 65% as it relates to the proposed buildings frontage with 168.3'+ of building footprint and elevation design along its Broadway Avenue frontage (Primary Frontage). Due to the required plaza area and proposed future shared access, the applicant is providing for the maximum building frontage.*



- h. The proposed future gate should be 100' from the edge of the right of way.**

*Response: Based on discussions with the City's Engineering Department, the potential gate proposed at the Broadway Avenue access has been relocated to provide for a minimum of 100' of stacking. The Lake Shore Drive potential gate remains as shown due to the lower traffic trips. Applicant notes that there is no current intent to gate the development and placement of potential future gate locations are being shown at the request of City staff.*

### **3. CA1/LS-1**

- a. Please ensure the proposed little gem magnolia trees along the north and south property line will not interfere with existing overhead lines. In addition, along the southern property line, the landscaping is proposed on top of watermain and storm piping, please coordinate with the civil plans.**

*Response: The Little Gem Magnolias are a miniature species of Magnolia trees that reach only 15 to 20 feet in height at maturity. The location of the Little Gem Magnolias along the north and south property lines will not interfere with the existing overhead lines. In addition, the location of these trees along the southern property line have been adjusted to coordinate with the proposed utility lines in this area.*

- b. There is a proposed watermain at the Broadway driveway that cuts through the civic open space and under a proposed tree. Please relocate the watermain into the pavement and out of the civic open space.**

*Response: The water main has been relocated as noted.*

- c. The trees proposed within the civic open space, will they be irrigated.**

*Response: It is the intent of the applicant to irrigate the proposed trees and all plantings within the civic open spaces.*

- d. Note in the dog walk area, the civil plans indicate there is approximately a 1:6 slope at the edge. The park benches and other amenities are shown in the sloped area.**

*Response: The applicant has reduced the proposed slopes to 8 to 1, providing for minimal sloping in the area and reducing negative impacts on proposed amenities.*

### **4. CP-101**

- ~~**a. Please show the existing drainage structures in Lake Shore with rim and invert elevations.**~~
- ~~**b. The engineering plans should be 40%-60% complete and constructible.**~~

- c. **The finished floor of the eastern building is one foot below the pool elevation. Please demonstrate that runoff from the pool area will route around the eastern building and not run into the building.**

*Response: Grades and contours have been added and shows how this transitionally grades away.*

- d. **Please show removal of the bullnose in the median of Broadway and the new asphalt proposed in the turn lane.**

*Response: This information is reflected on the Demolition Plan and 'Asphalt' has been added for clarity.*

- e. **Please show existing spot elevations along Broadway on this sheet.**

*Response: Grades have been unfrozen and can be seen.*

- f. **Please show how the proposed sidewalk walk will tie into the existing sidewalk at the north and south property boundaries along Broadway.**

*Response: The plans show the tie in point connection and will Match Existing Grades as well as transition to the existing width prior to the property line.*

- g. **The 12" drainage pipe coming from structure D6 for RWL connection should extend southwest to behind the sidewalk and have a cleanout or an ADS drain to access this segment of the line.**

*Response: See revised plans, clean-outs have been added to all RWL connections.*

- h. **Please add a table with the flood stages for the 5yr, 25yr, and 100yr storms on this sheet.**

*Response: Table has been added to the civil plans.*

- i. **Please ensure the sidewalk from the northeast corner of the east build to the Lake Shore Drive right of way meets ADA criterion. This area falls from elevation 8.43 to 3.40 in a relatively short run of sidewalk.**

*Response: The proposed sidewalk and connections meet all ADA criteria.*

- j. **Please note in the final construction drawings, cross sections will be needed at multiple locations along the southern property line to ensure the proposed grading plan will suffice in this area.**



*Response: Additional cross sections will be provided as part of the Construction Drawings.*

**5. CU-101**

- a. **There is a proposed watermain at the Broadway driveway that cuts through the civic open space and under a proposed tree. Please relocate the watermain into the pavement and out of the civic open space.**

*Response: Water main has been relocated to the access drive pavement area.*

**6. CM-101**

- a. ~~Stop sign and stop bar are missing at both driveways.~~

**PLAT REVIEW (ENGENUITY – GARY RAYMAN)**

**General –**

- 1. Add the area of Tract A on Sheet 2, as the City of Riviera Beach will need this information for approval of subsequent permit applications.**

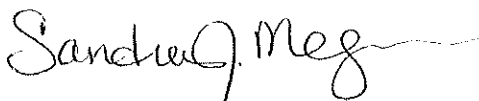
*Response: The area for Tract A has been added to the plans.*

- 2. In the last line of the Description, the dimension of 280.16 feet should be changed to 260.16 feet as shown on Sheet 2.**

*Response: Plans have been corrected.*

Thank you for your consideration of these amended documents. Should you have any questions regarding this application or the amended documents, please do not hesitate to contact me. Responses to the Plat comments issued by the Engenuity Group, Inc. have also been provided under separate cover from Brown-Phillips, Inc.

Respectfully submitted,  
**Urban Design Studio**



Sandra J. Megrue, AICP  
Senior Planner

cc: Timothy P. Wheat





Ms. Mary F. Savage Dunham, AICP, CFM  
Assistant Director of Development Services  
City of Riviera Beach  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404  
(561) 845-4037  
[msavagedunham@rivierabeach.org](mailto:msavagedunham@rivierabeach.org)

**RE: SP-21-04, ZA-21-02, & PA-21-01  
BERKELEY LANDING SITE PLAN  
AND PLAT**

Dear Ms. Savage Dunham:

Please accept the below responses and attached amended materials in response to recent comments issued by City Staff.

The Applicant's responses follow in **Bold**:

**CITY ENGINEER (JOHN ARMSTRONG)**

**Engineering Utility District comments are provided below:**

1. The revised conceptual water & sewer plan was not revised as requested in the prior comments' memo.

**Response: Apologies for the confusion, the previous utility comment received on 5/10/21 was addressed moving all three (3) potable water meters and the backflow preventers to the SW corner next to ROW line as requested.**

2. Please confirm the project is not a Community Development District.

**Response: Confirmed, this project is not a Community Development District.**

3. Are there any existing water use permits for this site? If so, please provide a copy of the water use permits.

**Response: No there are no existing water use permits for this site.**

4. The revised conceptual water & sewer plan is now inconsistent with the plat as the conceptual water & sewer plan shows a utility easement for one of the water mains.

**Response: The utility easement was shown on all our previous submittals. However, the plat has been revised to be consistent with our revised water and sanitary plan attached and both call out the dedication of the utility easement to City of Riviera Beach Utility Special District.**

5. Please relocate the proposed sculpture and the two palm trees that are in the proposed utility easement or relocate the proposed water main and easement.

**Response: Water main and easement were shifted north to avoid conflict with civic open area. This comment was previously addressed with the prior submittal.**

6. The proposed sanitary sewer main in Lakeshore Dr. ROW shall be at least 6 feet from the ROW line unless a utility easement is provided to the City of Riviera Beach Utility Special District.

**Response: Sanitary sewer line has been revised slightly shifting the East proposed MH to 6' from property line along Lakeshore ROW line. See revised water and sewer plan.**

7. If any of the water and sewer mains are proposed to be publicly owned and maintained, show a minimum 12-foot utility easement dedicated to the City of Riviera Beach Utility Special District on both the plat and conceptual water & sewer plan.

**Response: Water and sewer mains are proposed to be publicly owned and maintained with a utility easement per attached revised water and sewer plans and easement dedication will be to the City of Riviera Beach Utility Special District, also shown on the revised plat.**

8. Please revise the water meter size to building No. 2 to be the same as the service pipe size.

**Response: Plans have been revised accordingly. The proposed water meter and service line are 3" with a 3" DDCV and 3" service to each building. See revised Utility Plan attached.**

9. Please relocate the southwestern-most proposed oak tree to be further from the water main.

**Response: Oak tree has been relocated west to provide the proper clearance. Landscape has been added to our water/sewer plan in the background for coordination purposes and to show clearances with utility lines.**

10. The plan indicates a proposed ten-foot dedication along Broadway to the City. As this is a State Road and the dedication is to be to the FDOT and the FDOT does not allow the proposed water meters within the FDOT ROW, please move the proposed water meters outside the FDOT ROW and provide a utility easement dedicated to the City of Riviera Beach Utility Special District with the meters 6 foot from the edge of the easement.

**Response: Previous re-submittal corrected the dedication to FDOT. Water meters have been moved east of FDOT RW line and sidewalk and a 10'x6 easement has been added for the three potable water meters. See revised water and sewer plan.**

11. Planting the proposed trees at the same location as the proposed water services is not recommended (this is just a recommendation and not a requirement).

**Response: water lines and trees have been shifted to provide as much spacing as possible between the small trees and the two private potable water services, and root barrier has been added to provide protection to water lines @ the SE corner of the West Building.**





**Additional Engineering Utility District comment received on 8-11-21.**

1. Please add language to cap the existing 4" service at the NE property line and confirm any private gravity sewer MHs have been grouted properly.

**Response: See revised Water and Sewer Plan and revised demolition plan, both have notes for the contractor to cap the existing 4" sewer lateral in the ROW and demolish the onsite private MHs if not properly grouted.**

We appreciate your prompt attention in this matter. Please contact me if you have any questions or require additional information.

Sincerely,

**KEITH**  
**Consulting Engineers**



Christopher A. Rogers, P.E.  
Director of Engineering



## STATEMENT OF AUTHORITY AND DESIGNATION OF AUTHORIZED AGENT

Before me, the undersigned authority, personally appeared **JONATHAN L. WOLF**, who being sworn on oath, deposes and says:

1. That, he is an Authorized Signatory for **BERKELEY LANDING, LTD**, the contract purchasers of the property located at 3100 and 3124 Broadway, Riviera Beach, Florida, as described on the attached deeds, and;
2. That he is authorized to act on behalf of **BERKELEY LANDING, LTD**, with regard to this application, and;
3. That, **BERKELEY LANDING, LTD**, is requesting a partial Rezoning of the properties and Major Site Plan Review approvals for the parcels of land described, and;
4. That, **BERKELEY LANDING, LTD**, has appointed **KEN TUMA** and **SANDRA MEGRUE** of **URBAN DESIGN STUDIO** to act as Agents on its behalf to accomplish the above, and;
5. That, **BERKELEY LANDING, LTD**, and/or its successors or assigns, commits to proceed with the proposed development in accordance with the Ordinances and/or Resolutions of approval and such conditions and safeguards as may be set by the City Commission in stated approval, and;
6. That, **BERKELEY LANDING, LTD**, or its successors or assigns, commits to complete the development according to the plans approved by such Ordinance/ Resolution, and commits to bind any successors in title to any commitments made in the approval.

**BERKELEY LANDING, LTD, a Florida limited partnership**

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

**JONATHAN L. WOLF**  
Manager

Berkeley Landing GP, LLC, Managing Member  
Berkeley Landing, Ltd.

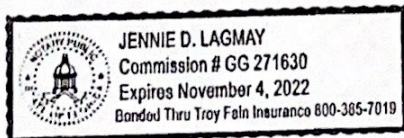
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26<sup>th</sup> day of March, 2021, by **Jonathan L. Wolf**, who is personally known to me.

Jennie D. Lagmay  
SIGNATURE - NOTARY PUBLIC

Jennie D. Lagmay  
PRINT NAME - NOTARY PUBLIC

NOTARY SEAL OR STAMP:

11/04/2022  
My Commission Expires:







[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Partnership  
BERKELEY LANDING, LTD.

### Filing Information

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<b>Event Effective Date</b>	NONE

### Principal Address

1105 KENSINGTON PARK DR.  
SUITE 200  
ALTAMONTE SPRINGS, FL 32714

### Mailing Address

1105 KENSINGTON PARK DR.  
SUITE 200  
ALTAMONTE SPRINGS, FL 32714

### Registered Agent Name & Address

RHODEN, REBECCA  
215 N EOLA DRIVE  
ORLANDO, FL 32801

Name Changed: 03/09/2021

Address Changed: 03/09/2021

### General Partner Detail

#### **Name & Address**

Document Number L16000148738

BERKELEY LANDING GP, LLC  
1105 KENSINGTON PARK DR, STE. 200  
ALTAMONTE SPRINGS, FL 32714

PC BERKELEY, LLC

9400 SOUTH DADELAND BLVD  
SUITE 100  
MIAMI, FL 33156

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	01/31/2019
2020	03/18/2020
2021	03/09/2021

**Document Images**

<a href="#">03/09/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/30/2020 -- LP Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/28/2018 -- LP Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/27/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/22/2017 -- LP Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">02/17/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/12/2016 -- Domestic LP</a>	<a href="#">View image in PDF format</a>





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## Detail by Entity Name

Florida Limited Liability Company  
BERKELEY LANDING GP, LLC

### Filing Information

<b>Document Number</b>	L16000148738
<b>FEI/EIN Number</b>	35-2572503
<b>Date Filed</b>	08/10/2016
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	12/03/2018
<b>Event Effective Date</b>	NONE

### Principal Address

1105 KENSINGTON PARK DRIVE, STE 200  
ALTAMONTE SPRINGS, FL 32714

### Mailing Address

1105 KENSINGTON PARK DRIVE, STE 200  
ALTAMONTE SPRINGS, FL 32714

### Registered Agent Name & Address

RHODEN, REBECCA  
215 N EOLA DRIVE  
ORLANDO, FL 32801

Name Changed: 03/09/2021

Address Changed: 03/09/2021

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR AND MBR

WOLF, JONATHAN L  
1105 KENSINGTON PARK DRIVE, STE 200  
ALTAMONTE SPRINGS, FL 32714

Title MBR

JONATHAN AND NANCY WOLF FAMILY TRUST I, DATED AUGUST 6, 2018

1105 KENSINGTON PARK DRIVE, STE 200  
ALTAMONTE SPRINGS, FL 32714

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	02/06/2019
2020	03/18/2020
2021	03/09/2021

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<a href="#">08/10/2016 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>



**AGENT AUTHORIZATION FORM**

Owner(s) of Record: EC Commercial Properties, LLC

7965 Lantana Road

Lake Worth, FL 33467

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared Gary Smigiel

who, being first duly sworn upon oath and personal knowledge say(s) that they are the owner(s) of record of the following described real property:

See attached Legal Description

the street address of which is: 3124 Broadway, Riviera Beach, Florida 33404

and that we hereby appoint:

Name: Urban Design Studio, Ken Tuma and Sandra Megrue

Address: 610 Clematis Street, #CU-02

West Palm Beach, FL 33401

Telephone: 561-366-1100

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.

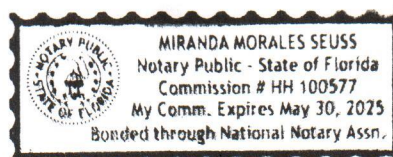
[Signature] (Seal)

[Signature] (Seal)

[Signature] (Seal)

Sworn to and subscribed before me this 26 day of March, 2021.

Miranda Morales Seuss  
Notary Public



## **Berkeley Landing Legal Description**

### **ORB 27036 PAGE 212: (3124 Broadway)**

LISA PARK, ACCORDING TO PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 28, PAGE 74.

ALSO DESCRIBED AS A PARCEL OF LAND IN GOVERNMENT LOT 2, OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

ON THE SOUTH BY A LINE PARALLEL TO AND 185 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2, ON THE NORTH BY A LINE PARALLEL TO AND 285 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES, THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2, ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD #5 (FORMERLY STATE ROAD #4 AND DESCRIBED AS U.S. HIGHWAY #1) AND ON THE EAST BY THE EASTERLY RIGHT-OF-WAY LINE OF AVENUE "A", AS SHOWN IN ROAD PLAT BOOK 1, PAGE 157, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS HOWEVER, THE EAST 250 FEET THEREOF.

### **ORB 27692 PAGE 631: (3100 Broadway)**

BEGINNING A POINT 25 FEET NORTH OF AND 27 FEET EAST OF THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 2, SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, WITH A LINE RUNNING WITH U.S. HIGHWAY #1 (BROADWAY OR S.R. #5) KNOWN AS THE POTTER LINE AND BEING 27 FEET WEST OF THE EASTERLY RIGHT-OF-WAY OF SAID U.S. #1; THENCE EASTERLY FOR 664.23 FEET; THENCE SOUTHERLY FOR 50 FEET; THENCE EASTERLY FOR 160.45 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE A; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 227.52 FEET; THENCE WESTERLY FOR 736.7 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. #1; THENCE SOUTHERLY WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. #1 FOR 160.14 FEET; TO THE POINT OF BEGINNING. SAID LANDS BEING IN PALM BEACH COUNTY, FLORIDA.



**AGENT AUTHORIZATION FORM**

Owner(s) of Record: EC Commercial Properties, LLC  
7965 Lantana Road  
Lake Worth, FL 33467

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared Gary Smigiel

who, being first duly sworn upon oath and personal knowledge say(s) that they are the owner(s) of record of the following described real property:

See attached Legal Description

the street address of which is: 3124 Broadway, Riviera Beach, Florida 33404  
and that we hereby appoint:

Name: Berkeley Landing, LTD, Kevin Kroll and Timothy Wheat  
Address: 1105 Kensington Park Drive, #200  
Altamonte Springs, FL 32714  
Telephone: (561) 207-2070

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.

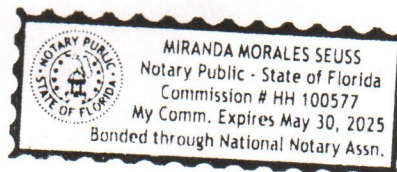
M - e (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Sworn to and subscribed before me this 26 day of March, 2021.

Miranda Morales Seuss  
Notary Public



## **Berkeley Landing Legal Description**

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TO THE POINT OF BEGINNING.  
SAID LANDS BEING IN PALM BEACH COUNTY, FLORIDA.





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## Detail by Entity Name

Florida Limited Liability Company  
EC COMMERCIAL PROPERTIES LLC

### Filing Information

<b>Document Number</b>	L14000121212
<b>FEI/EIN Number</b>	47-1493739
<b>Date Filed</b>	08/01/2014
<b>Effective Date</b>	08/01/2014
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

7965 Lantana Road  
Lake Worth, FL 33467

Changed: 04/05/2019

### Mailing Address

PO BOX 540669  
Lake Worth, FL 33454

Changed: 04/05/2019

### Registered Agent Name & Address

HEINE, CHRIS  
2765 Lake Drive  
RIVIERA BEACH, FL 33404

Name Changed: 02/09/2018

Address Changed: 02/09/2018

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

HEINE, CHRIS, SR  
2765 LAKE DRIVE  
SINGER ISLAND, FL 33404

Title MGR

SMIGIEL, L.C., GARY  
PO BOX 540669  
LAKE WORTH, FL 33454

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2019	04/05/2019
2020	03/05/2020
2021	01/12/2021

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<a href="#">02/09/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/15/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/01/2014 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>



**AGENT AUTHORIZATION FORM**

Owner(s) of Record: East Coast Property Investment Group, LLC  
7965 Lantana Road  
Lake Worth, FL 33467

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared Gary Smigiel

who, being first duly sworn upon oath and personal knowledge say(s) that they are the owner(s) of record of the following described real property:

See attached Legal Description

the street address of which is: 3100 Broadway, Riviera Beach, Florida 33404  
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Address: 610 Clematis Street, #CU-02  
West Palm Beach, FL 33401  
Telephone: 561-366-1100

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.

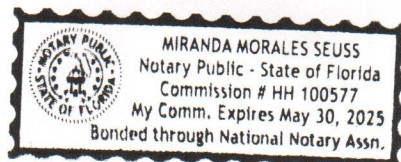
Miranda Morales Seuss (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

Sworn to and subscribed before me this 26 day of March, 2021.

Miranda Morales Seuss  
Notary Public



## **Berkeley Landing Legal Description**

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**AGENT AUTHORIZATION FORM**

Owner(s) of Record: East Coast Property Investment Group, LLC  
7965 Lantana Road  
Lake Worth, FL 33467

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority personally appeared Gary Smigiel

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See attached Legal Description

the street address of which is: 3100 Broadway, Riviera Beach, Florida 33404  
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Name: Berkeley Landing, LTD, Kevin Kroll and Timothy Wheat  
Address: 1105 Kensington Park Drive, #200  
Altamonte Springs, FL 32714  
Telephone: (561) 207-2070

as our authorized agent, to file applications and papers with the City of Riviera Beach, and to represent me (us) at any Hearing regarding my (our) interest.

 (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Sworn to and subscribed before me this 26 day of March, 2021.

Miranda Morales Seuss  
Notary Public



## **Berkeley Landing Legal Description**

### **ORB 27036 PAGE 212: (3124 Broadway)**

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## Detail by Entity Name

Florida Limited Liability Company

EAST COAST PROPERTY INVESTMENT GROUP LLC

### Filing Information

**Document Number** L14000113074  
**FEI/EIN Number** 47-1485527  
**Date Filed** 07/17/2014  
**Effective Date** 07/17/2014  
**State** FL  
**Status** ACTIVE

### Principal Address

7965 Lantana Road  
Lake Worth, FL 33467

Changed: 03/16/2016

### Mailing Address

PO Box 540669  
Lake Worth, FL 33454

Changed: 03/16/2016

### Registered Agent Name & Address

SMIGIEL, GARY, INC.  
7965 LANTANA ROAD  
LAKE WORTH, FL 33467

Name Changed: 03/16/2016

Address Changed: 03/16/2016

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

HEINE, CHRIS  
2765 LAKE DRIVE  
SINGER ISLAND, FL 33404

Title MGR

HEINE, NICHOLIS  
120 SHORE DRIVE  
RIVIERA BEACH, FL 33404

Title MGR

SMIGIEL, GARY  
PO BOX 540669  
LAKE WORTH, FL 33454

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
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2020	03/04/2020
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<a href="#">03/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/17/2014 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>





April 14, 2021

### Engineer's Drainage Statement

**Subject:** Berkeley Landing  
3100 & 3124 Broadway Ave.  
Riviera Beach, FL 33404  
**KEITH Project No.** 11974.00

**Project Description:**

The site is located in Section 43, Township 42 S, Range 28 E within the City of Riviera Beach. The address of the site is 3100 & 3124 Broadway Ave., Riviera Beach, FL 33404. The project consists of the two (2) three-story apartment buildings with total of 112 units along with leasing space, live/work loft units, community amenities and surface parking. The site is bounded on the west by Broadway Ave., on the east by Lake Shore Dr., on the north by an ATT training site and a vacant lot, and on the south by a mobile home park.

**Existing Conditions:**

The site consists of a vacant lot, previously a mobile home park, of mostly grassed area with a small pavement entrance, a driveway connection at Broadway Ave. and driveway connection at Lake Shore Dr. There are no existing storm water management facilities or permit for this site. The stormwater runoff generated from the site discharge via overland flow toward Lake Shore Dr drainage system then flowing to the Lake Worth Lagoon east of the project site.

The site breakdown for the existing conditions are as follows:

Land Use Description		Sub-Area	Area
Impervious Area			0.22 ac
	Building	0.00 ac	
	Sidewalk	0.00 ac	
	Pavement	0.22 ac	
Pervious Area			3.79 ac
	Pervious	3.79 ac	
<b>Total Site Area</b>			<b>4.01 ac</b>

**Permitting Requirements:**

An Environmental Resource Permit (ERP) with South Florida Water Management District (SFWMD) is required for this project. Additionally, the project will be reviewed by the City of Riviera Beach Engineering Department.

**Drainage Facilities:**

The proposed improvements shall be designed to meet requirements of SFWMD, Florida Administrative Code Rule 14-86, Article 11 of Palm Beach County's ULDC and City of Riviera Beach requirements. The site is within South Florida Water Management District (SFWMD) intracoastal basin. Ground water elevation is at -0.5' NAVD. Exfiltration trenches and dry retention area shall be constructed in order to attenuate any adverse impact to the existing drainage systems and to provide the required storm water storage and treatment. The project

Corporate Office 301 E. Atlantic Blvd Pompano Beach FL 33060 954.788.3400	Miami-Dade County 2160 N.W. 82 Ave Doral FL 33122 305.667.5474	Broward County 2312 S. Andrews Ave Fort Lauderdale FL 33316 954.788.3400	Palm Beach County 701 Northpoint Pkwy Suite 218 WPB, FL 33407 561.469.0992	St. Lucie County 2325 S.E. Patio Cir. Port St. Lucie FL 34952 954.788.3400	Orange County 2948 E. Livingston St. Orlando FL 32803 954.788.3400
---	--	--	--	--	--

will be designed to detain on-site more than the first inch of run-off or run-off from a 3 year – 1hour event. Due to detention being provided by subsurface exfiltration systems, the 5-year – 1-day storm event will be used as the criteria to provide flood protection to paved areas. The proposed stormwater system will be designed to detain the stormwater on site for the 25-year, 3-day storm with controlled outfall and finished floor elevations will be above the 100-year 3-day zero discharge flood elevation.

The proposed drainage system shall consist of drainage structures constructed within the drive aisles and parking areas that will be connected to 15-inch diameter drainage pipes that will convey stormwater into exfiltration trenches and dry detention area in order to provide the required water quality treatment. Legal positive outfall for this project will be through a weir-controlled structure that will discharge into the existing Lake Shore Dr drainage system connected to the Lake Worth Lagoon. Pre- vs. post-development storm water management and Cascade calculations shall be produced to demonstrate that offsite discharge will be reduced, and the development will not adversely impact adjacent properties.

The site breakdown for the proposed conditions are as follows:

Land Use Description		Sub-Area	Area
Impervious Area			2.59 ac
	Building (West)	0.54 ac	
	Building (East)	0.46 ac	
	Cabana	0.02 ac	
	Pavement (west)	0.93 ac	
	Pavement (east)	0.37 ac	
	Sidewalk 1	0.13 ac	
	Sidewalk 2	0.06 ac	
	Sidewalk 3	0.07 ac	
	Sidewalk (civic)	0.01 ac	
Pervious Area			1.42 ac
	Landscape 1	0.19 ac	
	Landscape 2	0.19 ac	
	Landscape 3	0.09 ac	
	Landscape 4	0.30 ac	
	Landscape 5	0.36 ac	
	Dry Detention (sides)	0.22 ac	
	Dry Detention (bottom)	0.07 ac	
<b>Total Site Area (Drainage On-site)</b>			<b>4.01 ac</b>

We appreciate your prompt attention in this matter. Please contact me at [CRogers@KEITHteam.com](mailto:CRogers@KEITHteam.com) or (954) 788-3400 if you have any questions or require additional information.

Sincerely,

**KEITH**  
**Consulting Engineers**


---

Christopher A. Rogers, P.E.  
Florida Reg. No. 67359  
(for the firm)





**MEMORANDUM**

TO: Clarence Sirmons, Director Development Services  
FROM: Terrence N. Bailey, PE, City Engineer   
DATE: 5/3/2021  
RE: Berkeley Landing SP-21-04

Engineering and Public Works comments are provided below:

1. General –
  - a. Please provide a copy of the projects traffic concurrency letter from Palm Beach County.
  - b. Please provide a letter from Waste Management that the site can be served and the dumpster/compactor has sufficient capacity. Please indicate whether the units will have totes or all trash will be taken to a dumpster/compactor.
  - c. Please provide a full drainage report, including flood evaluations and pre/post discharge rates into the City's drainage system.
  - d. According to the land use table provided, the impervious area for the project is 2.59AC of the 4.01AC site. This 65% impervious is above the 60% allowable for residential projects.
  - e. Based on the traffic trips generated from this project a center turning lane may be necessary along Lake Shore Drive.
2. SP-1
  - a. The civic open space along Lakeshore Drive must be wholly contained outside the right of way.
  - b. Please confirm that the FDOT will approve the right-in, right-out driveway proposed off of Broadway, as well as the on street parking.
  - c. The use of smaller parking stall dimensions requires additional landscaping, please identify the additional landscaping area on the site plan. In addition, the parking stall dimensions do not appear to comply with City Code.
3. LS-1
  - a. Please ensure the proposed little gem magnolia trees along the north and south property line will not interfere with existing overhead lines.
4. CP-101
  - a. Please show the existing drainage structures in Lake Shore with rim and invert elevations.
  - b. The engineering plans should be 40%-60% complete and constructible.
  - c. The finished floor of the eastern building is one foot below the pool elevation. Please demonstrate that runoff from the pool area will route around the eastern building and not run into the building.
5. CM-101
  - a. Stop sign and stop bar are missing at both driveways.



# Riviera Beach Fire Rescue

## Bureau of Fire Prevention

600 W Blue Heron Boulevard • Riviera Beach, Florida 33404

Telephone: 561-845-4106 • Facsimile: 561-845-4137

**TO:** Mary F. Savage Dunham, AICP, CFM Assistant Director of Development Services

**FROM:** Frank Stallworth, Fire Plan Reviewer.

**DATE:** April 17, 2021

**SUBJECT:** Site plan comments for (SP-21-04) Berkeley Landing 3100-3124 Broadway Avenue (US-1).  
PC#56-43-42-28-42-000-0010 & 0020.

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### Comments

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The applicant is proposing to develop parcel size of 4.01 acres, composed of two three story buildings with 112 apartment units with pool cabana (1 story 765sqft) & amenity. West building #1 is 72,105sqft (59 units) and East building #2 is 60,285sqft(53units).

**The Fire Prevention Bureau has the following comments:**

The requirements below have been provided to assist the contractor/developer in preparing complete submittal, that come into compliance with Florida Fire Prevention Code and others. This list is not the complete code, field inspections and adjustment may be required to comply with the code. The below comments were referenced from National Fire Prevention Association, Florida Fire Prevention Code 1, 2015, edition, 101 and city of Riviera Beach Ordinance.

The construction of the building shall comply with the 7<sup>th</sup> Edition of the Florida Fire Prevention Code, including NFPA 1 & 101, and all associated Fire Codes.

**Plan submittal shall include life safety plan with the following:**

- a. Travel distance to exits, location of emergency lighting and exit signs. Secondary means of escape, if required. FFPC: 101-7.10.8.5. 2015ed.
- b. Written emergency action plan and diagram. Information can be option at FFPC: 101-4.8.1/2. 2015ed. If applicable
- c. Occupancy load for each room, and total of building or outside event. Note: Buildings with occupancy load of 100+, exit doors shall be equipped with panic hardware.
- d. Indicate location of doors access control devices. Separate permit may be required.
- e. Indicate locations of rated walls.
- f. Fire extinguisher's locations.
- g. Fire alarm location and exterior Knox box location. If applicable.
- h. Indicate if the building is fully protected by fire sprinkler systems or partial or no fire protection.
- i. Fire apparatus plan shall be submitted for review prior to construction. FFPC 1-18.1.3.1.
- j. 20'-00" width and 13'-06 height for emergency vehicles access.



Fire lanes minimum radius for cul-de-sac designs is 50' of paved area. For fire truck turning radius, "T" or "Y" turn-a-rounds can be approved by the fire official after review.

Fire Protection equipment shall come into compliance with NFPA 13, 14, 20 and 24.

All fire sprinkler installations shall be completed by a certified fire protection contractor and shall come into compliance with NFPA 13. Separate shop drawings are required to be submitted by fire protection contractor. Reviewed and approval by Fire Prevention Bureau prior to starting work is required.

All fire alarm system installations shall be completed by a certified fire alarm contractor and shall come into compliance with NFPA 70 & 72. Separate shop drawing is required to be submitted by fire alarm contractor. Reviewed and approval by Fire Prevention Bureau prior to starting work is required.

**City of Riviera Beach Ordinance:** The following modification to the Florida Fire Prevention Code is created to read: 7-2.2.2 New buildings more than three stories in height or new buildings over 50 ft (15 m) in height above grade and containing intermediate stories or balconies shall be equipped with an automatic standpipe system installed in accordance with the provisions of this section and NFPA 14, Standard for the Installation of Standpipe.

**Emergency Radio Communication:** Maintain a minimum radio signal strength of 102.0 dBm for the radio system used by Riviera Beach Fire Rescue. If the minimum cannot be maintained, a bi-directional amplified system shall be installed with a minimum 2-hour run time battery back-up.

Knox-box key system shall be required for this building. Any gates shall be provided with Knox Key access locks, padlocks and/or switches for 24-hour emergency access.

**Passenger Elevator:** Any building that is more than three stories high or in which the vertical distance between the bottom terminal landing and the top terminal landing exceeds 25 feet must be constructed to contain at least one passenger elevator that is operational and will accommodate an ambulance stretcher 76 inches long and 24 inches wide in the horizontal position.

## **Berkeley Landing Legal Description**

### **ORB 27036 PAGE 212:**

LISA PARK, ACCORDING TO PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 28, PAGE 74.

ALSO DESCRIBED AS A PARCEL OF LAND IN GOVERNMENT LOT 2, OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

ON THE SOUTH BY A LINE PARALLEL TO AND 185 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2, ON THE NORTH BY A LINE PARALLEL TO AND 285 FEET NORTHERLY FROM, MEASURED AT RIGHT ANGLES, THE SOUTH LINE OF THE NORTHERLY HALF OF SAID GOVERNMENT LOT 2, ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD #5 (FORMERLY STATE ROAD #4 AND DESCRIBED AS U.S. HIGHWAY #1) AND ON THE EAST BY THE EASTERLY RIGHT-OF-WAY LINE OF AVENUE "A", AS SHOWN IN ROAD PLAT BOOK 1, PAGE 157, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS HOWEVER, THE EAST 250 FEET THEREOF.

### **ORB 27692 PAGE 631:**

BEGINNING A POINT 25 FEET NORTH OF AND 27 FEET EAST OF THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF GOVERNMENT LOT 2, SECTION 28, TOWNSHIP 42 SOUTH, RANGE 43 EAST, WITH A LINE RUNNING WITH U.S. HIGHWAY #1 (BROADWAY OR S.R. #5) KNOWN AS THE POTTER LINE AND BEING 27 FEET WEST OF THE EASTERLY RIGHT-OF-WAY OF SAID U.S. #1; THENCE EASTERLY FOR 664.23 FEET; THENCE SOUTHERLY FOR 50 FEET; THENCE EASTERLY FOR 160.45 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE A; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 227.52 FEET; THENCE WESTERLY FOR 736.7 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. #1; THENCE SOUTHERLY WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. #1 FOR 160.14 FEET; TO THE POINT OF BEGINNING. SAID LANDS BEING IN PALM BEACH COUNTY, FLORIDA.





Development Services Department  
City of Riviera Beach, Florida  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

## MEMO

**To:** Applicant

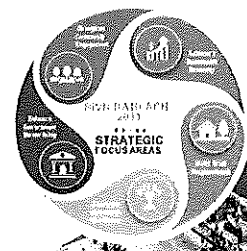
**From:** Mary F Savage-Dunham, AICP, CFM  
Assistant Director of Development Services *Mary*

**Date:** April 30, 2021

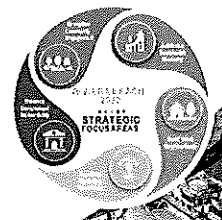
**Re:** Berkeley Landing (SP-21-04, ZA-21-02, PA-21-01)

I have reviewed the materials submitted and offer the following comments and questions:

1. At the pre-application meetings we had discussions about how this development might function with regard to traffic and access both before the buildout of the adjacent parcel and after. I understand that the timeline of each project is different. Is there an opportunity to work with the Traffic Authority and the abutter to jointly agree upon an entryway that serves both projects and the area in a safe and efficient manner?
2. Is there an opportunity to install subsurface retention units and utilize the dry retention area as civic open space/green area? Can you provide civic open space area adjacent to "Lake Shore Drive and Allen St"? Is there an opportunity to eliminate a few of the guest parking spaces to provide additional civic open space? Is there any opportunity to modify the design of the amenities areas to accommodate civic open space on site? Is there an opportunity to move some of the amenities to the rooftop (dog park for example) to help find the area to create the civic open space?
3. Will the mechanicals on the rooftop be shielded or screened in any way beyond the parapet wall? Development in this area is increasing in vertical height so it is likely that adjacent buildings will be as tall or taller. We would like to ensure that the equipment is shielded and that any noise impacts are mitigated.
4. Please confirm that the parking space design meets Section 31-576 (a) (1). The parking spaces need curb stops and they may not be dimensionally compliant.
5. Can you speak to how many trees will be removed and if they are being relocated or replanted or replaced? Are you able to protect/preserve any of the existing trees on site? Is this project a net gain of landscape material and shade trees?



6. I appreciate the LEED design description. Will this project include solar or any other green features such as a partially green roof? Is there an opportunity to partner with FPL and showcase or try some of their new solar shade shelters and outside streetscape or poolside furniture?
7. Given the City's interest in increasing homeownership opportunities do you have the ability to provide more affordable ownership opportunities in this project?
8. Please explain how many jobs are projected to be created and any specific plans for recruitment of local businesses and residents for the project. Please explain if any of the temporary construction jobs will or may lead to permanent job opportunities.
9. What is your construction window? Will you be able to stage the project on site and not park or obstruct the public way during construction?
10. The Applicant seems to be requesting that the Development Services Director grant a minor administrative waiver of the requirement to install 10' of planting between the building wall and the parking areas only for the planting areas adjacent to the 3 bedroom units. This is per Section 31-619. The criteria for the requested reduction would be that the interest in providing 3 bedroom units as part of this housing project, and, the proposed building design precludes compliance with the required landscaping. The requested finding is that this is only a minor deviation and the site landscape design complies with code otherwise. I agree that this is minor and support the request.
11. The Applicant seems to be requesting relief from the requirements of *Sec. 31-538 - Civic open spaces*. The only way to secure relief for these requests is to apply for variances. My recommendation is that you revise your project design to satisfy the regulations. Variances have a high burden of proof to justify and with some redesign of the site, drainage, and/or elimination of some parking, with other minor adjustments it is very likely that you will be able to comply with the code.
12. A copy of the final approved SWPPP for this project must be provided to the City Engineer's attention. This will be a condition of approval.
13. Upon approval all conditions of approval shall be listed on the cover sheet of the site plan set before they are stamped. This will be a condition of approval.





July 28, 2021

Mary F. Savage Dunham, Senior Planner  
City of Riviera Beach  
Planning & Zoning Division  
600 West Blue Heron Blvd.  
Riviera Beach, Florida, FL 33404  
(Via E-Mail: [msavagedunham@rivierabeach.org](mailto:msavagedunham@rivierabeach.org))

**Re: Berkeley Landing  
First Plat Review  
Engenuity Group Project No. 14151.28**

Dear Mr. Gray:

This is the second review of this plat. This review is done for compliance with the City of Riviera Beach regulations and to check legal descriptions for closure and sufficiency. This does not include a review of the included survey for compliance with Chapter 61G-17, Florida Administrative code. Following are our comments:

**General**

1. All of our previous have been adequately addressed.
2. Add the area of Tract A on Sheet 2, as the City of Riviera Beach will need this information for approval of subsequent permit applications.

**Plat Sheets.**

**Sheet 1**

1. In the last line of the Description, the dimension of 280.16 feet should be changed to 260.16 feet as shown on Sheet 2.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Gary M. Rayman, P.S.M.  
Senior Project Manager



April 14, 2021

City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33404

**RE: Berkeley Landing, 3100-3124 Broadway Avenue, FL 33404**

To Whom it May Concern:

This letter is to reiterate that at the time of this submission, the determination as to the scope and nature of access to US 1/Broadway for the subject property is pending with FDOT. The type of access approved by FDOT will determine the scope of the traffic analysis as required by FDOT. The access on US 1/Broadway will also determine the trip assignment and the analysis of the driveway which FDOT will permit on Broadway. This was discussed at our 2nd pre-application meeting with the City, and as a result of those discussions, we will be coordinating a second pre-application meeting with FDOT, involving our team and city officials as well.

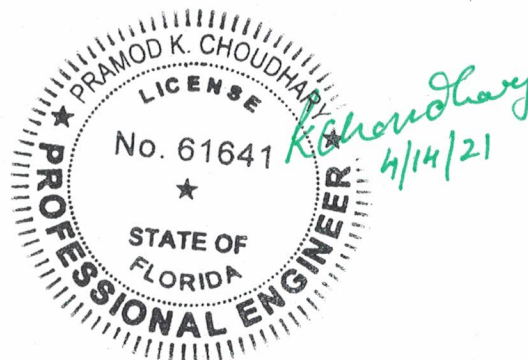
Therefore, the traffic study, which shall comply with City, FDOT and Palm Beach County Traffic Performance Standards (TPS) will be completed and submitted as quickly as possible to all parties simultaneously as soon as the access configuration has been clarified by FDOT in the second pre-application meeting. We are prepared to adjust the findings of the traffic study to conform with FDOT's input on the access, as well as other ancillary questions under consideration by FDOT, such as whether parallel parking will be permitted on the US 1/Broadway corridor.

We therefore ask that our site plan and zoning reviews continue and be concurrent with the resolution as set forth herein, and appreciate the City's cooperation, especially in moving this application forward to provide critically-needed affordable housing as the traffic study is finalized.

Sincerely,



**Pramod Choudhary, PE, PTOE**  
Director of Traffic Engineering  
Office: 954.788.3400 | Mobile: 407.252.7606  
Email: [pchoudhary@keithteam.com](mailto:pchoudhary@keithteam.com)  
[www.KEITHteam.com](http://www.KEITHteam.com)



[www.KEITHteam.com](http://www.KEITHteam.com)



# BERKELEY LANDING

3100 – 3124 Broadway Avenue  
Riviera Beach, FL 33404

## PARKING DEMAND ANALYSIS



Prepared By:



301 East Atlantic Boulevard  
Pompano Beach, FL 33060

April 13, 2021

Project No: 11974.00

# **BERKELEY LANDING**

3100 - 3124 Broadway Avenue,  
Riviera Beach, FL 33404

## **PARKING DEMAND ANALYSIS**

*Prepared For:*

PINNACLE COMMUNITIES, LLC  
9400 S. Dadeland Blvd # 100  
Miami, FL 33156

*Prepared By:*



301 East Atlantic Boulevard  
Pompano Beach, Florida 33060



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## INTRODUCTION

KEITH was retained by Pinnacle Communities, LLC to prepare a parking demand analysis for the affordable housing development at 3100 - 3124 Broadway Avenue in Riviera Beach, Florida. The developer proposes building two three-story residential buildings with 112 dwelling units, including two “live/work lofts” with ground floor office/commercial space facing Broadway, and providing 191 total parking spaces. A copy of the site plan is included in **Appendix A. Figure 1** shows an aerial location of the proposed development. Broadway/US-1 Federal Highway connects to the east-west arterial Blue Heron Boulevard which provides connection to Singer Island in the east.

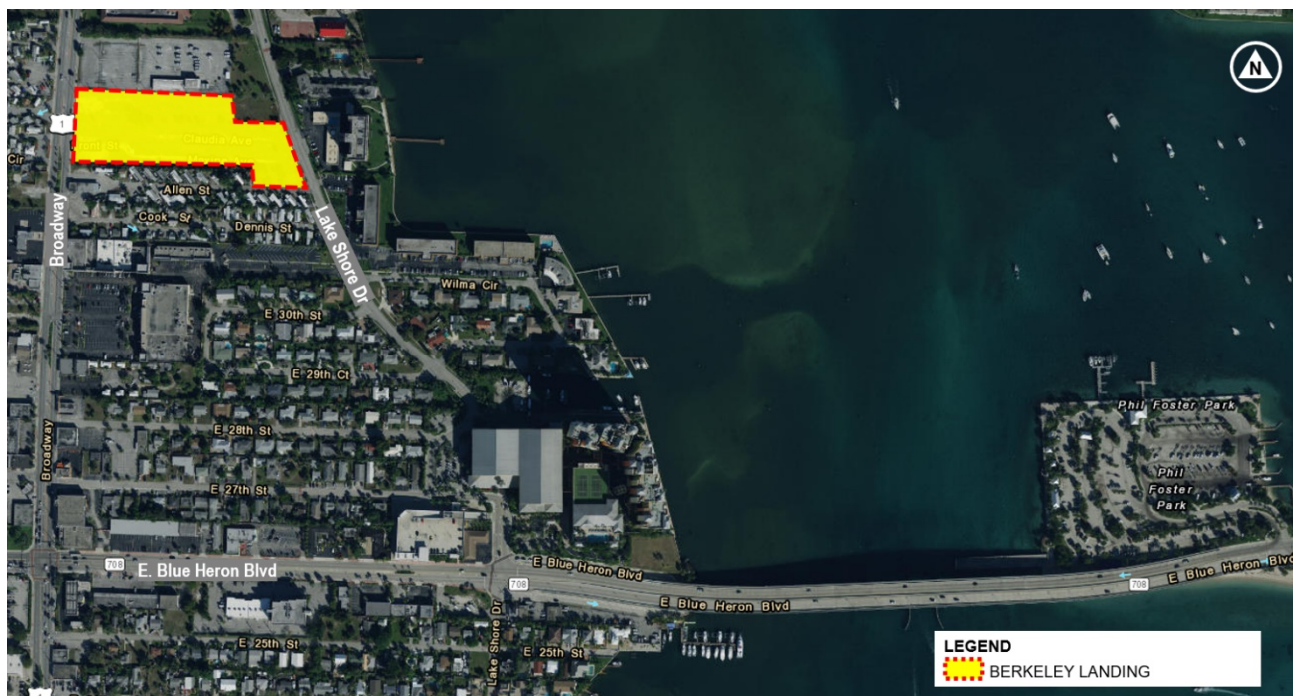


Figure 1: Project Location

## EXISTING CONDITIONS

*Lake Shore Drive* is a two-lane undivided local road. It runs in the north/south direction and is maintained by the City of Riviera Beach. The speed limit is not posted.

*Broadway / US-1 Federal Highway* is a four-lane bi-directional divided state principal arterial with a posted speed limit of 35 miles per hour. This roadway runs in the north/south direction and includes sidewalks on both east and west sides. The existing pedestrian and bike facilities are shown in **Figure 2. Figure 3** depict Routes One (1) and Thirty (30), major Palm Beach County Transit Routes within the proposed development, and the existing bus stop locations.



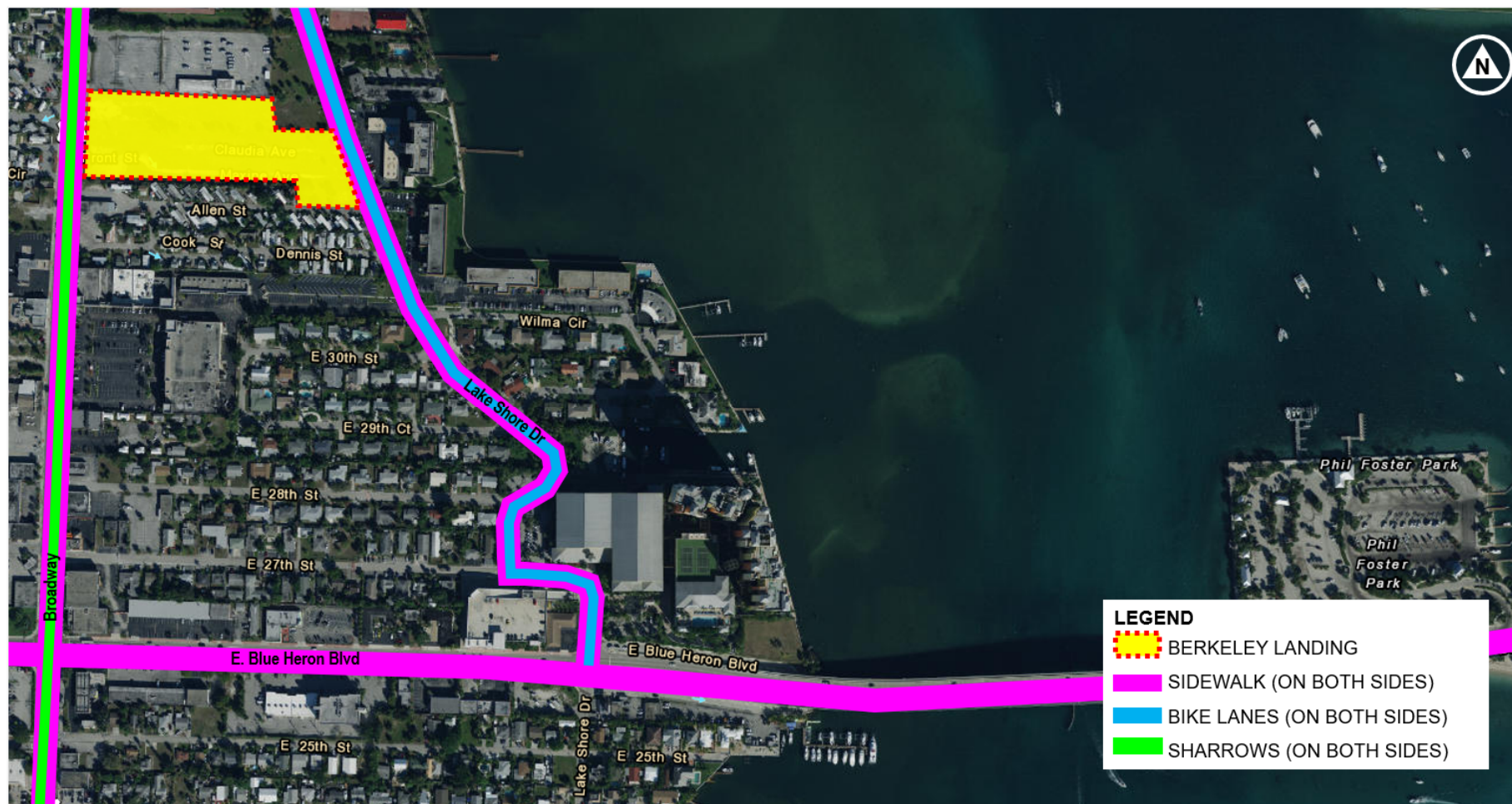


Figure 2: Existing Pedestrian and Bicycle Facilities

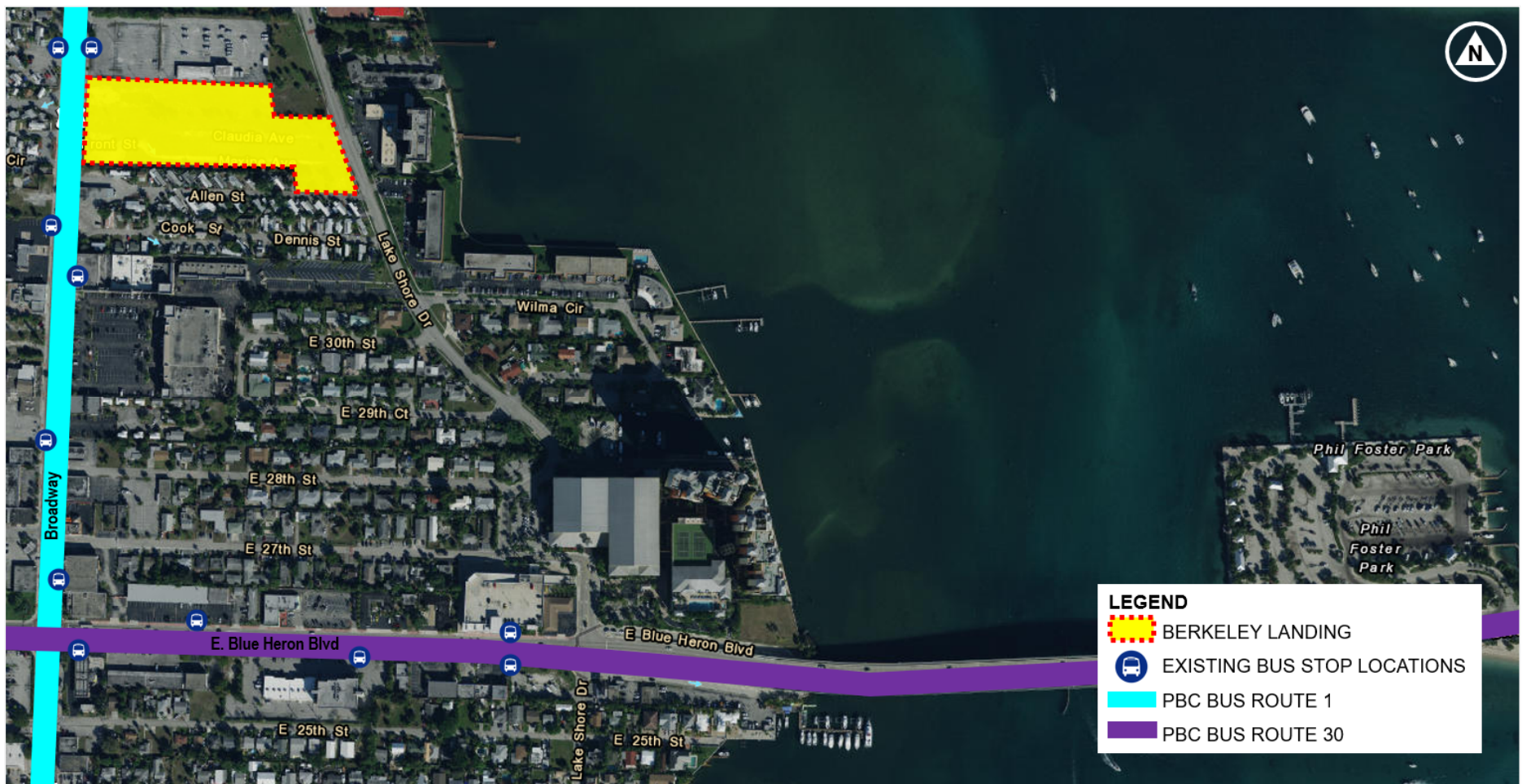


Figure 3: Existing Bus Stop Locations, PBC Routes 1 and 30



## PARKING ANALYSIS

The Institute of Transportation Engineers (ITE) *Parking Generation*, 5<sup>th</sup> Edition was utilized to determine if the number of proposed parking spaces will be adequate to meet the estimated peak demand. ITE Land Use Code 221 for Multifamily Housing (Mid-Rise) was applied for this analysis.

**Table 1** shows the ITE Average Peak Parking Demand:

*Table 1: Average Peak Period Parking Demand - ITE*

ITE Land Use	ITE Land Use Code	Average Rate	Dwelling Units	Peak Parking Demand	Provided on Site	Surplus Parking Spaces
Multifamily Housing (Mid-Rise)	221	1.45 per dwelling unit	112	162	191	29

Source: ITE *Parking Generation*, 5<sup>th</sup> Edition (Average Rate Peak Period Parking Demand)

ITE LUC 221: Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have between three and 10 levels (floors).

Using the ITE average rate, the calculated peak parking demand was found to be 162 spaces for the total number of 112 dwelling units which is less than the 191 spaces to be provided. As shown in **Table 2** below, the ITE data for the 85<sup>th</sup> Percentile Peak Period Parking Demand is 1.27 vehicles per dwelling unit, which equates to 142 spaces for the 112 dwelling units. Based on the data provided by the ITE *Parking Generation*, the proposed 191 spaces will satisfy the 85<sup>th</sup> Percentile parking demand expected at the site, allowing for flexible supply needs for resident events, larger than usual demand on weekends, serving the complex, and customers for the live/work space.

*Table 2: 85<sup>th</sup> Percentile Peak Period Parking Demand - ITE*

ITE Land Use	ITE Land Use Code	Peak Parking Demand Rate	Dwelling Units	Peak Parking Demand	Provided on Site	Surplus Parking Spaces
Multifamily Housing (Mid-Rise)	221	1.27 per dwelling unit	112	142	191	49

Source: ITE *Parking Generation*, 5<sup>th</sup> Edition (85<sup>th</sup> Percentile Peak Period Parking Demand)

ITE LUC 221: Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have between three and 10 levels (floors).

Based on the ITE parking demand analysis, it is anticipated that the proposed 191 parking spaces will accommodate the projected parking demand with a potential surplus of 49 additional parking spaces at its peak utilization. The ITE parking demand data summaries and land use code are included in **Appendix B**.

## CITY OF RIVIERA BEACH PARKING REQUIREMENTS

The City of Riviera Beach parking requirements (Code of Ordinances Sec. 31-577) was reviewed for the proposed development. **Table 3** provides the code required for the proposed development per Ordinance 4114 for affordable housing developments, which is one parking space per dwelling unit: A copy of the City of Riviera Beach's parking code is included in **Appendix C**.

*Table 3: City of Riviera Beach Parking Requirements*

<b>PROPOSED UNITS</b>	<b>112 UNITS</b>
1 BEDROOM UNIT	28 UNITS
2 BEDROOM UNIT	61 UNITS
3 BEDROOM UNIT	21 UNITS
LIVE WORK UNITS	2 UNITS
<b>PARKING REQUIRED:</b>	<b>112 SPACES*</b>
1 SPACE PER 1 BEDROOM UNIT	28 SPACES
1 SPACE PER 2 BEDROOM UNIT	61 SPACES
1 SPACE PER 3 BEDROOM UNIT	21 SPACES
1 SPACE PER LIVE WORK UNIT	2 SPACES
HANDICAP SPACES	3 SPACES
<b>PARKING PROVIDED:</b>	<b>191</b>
STANDARD (9'x18')	112
GUEST (9'x18')	71
HANDICAP (12'x18')	8

As shown in Table 3, per the City of Riviera Beach's parking requirements, the proposed development must provide 112 parking spaces or a parking ratio of approximately one parking space per unit for affordable housing developments. In addition, parking usage data was obtained from four comparable garden apartment affordable housing facilities developed by Pinnacle in Miami-Dade and Broward Counties and is included in **Appendix D**. The data shows an average rate of 1.52 parking spaces per unit. **Table 4** summarizes the calculations and compares the results with four other Pinnacle properties located in south Florida to estimate the average parking usage per unit ratio.



**Table 4: Comparison between Pinnacle Data Collection, ITE, and City of Riviera Beach**

Parking Requirement per Pinnacle Parking Survey Data		Parking Requirement per ITE Rate		Parking Requirement per ITE Rate for 85 <sup>th</sup> Percentile		Parking Requirement per City's Rate	
Pinnacle Rate (Cars per unit)	Required Parking Spaces	ITE Rate (Cars per unit)	Required Parking Spaces	ITE Rate (Cars per unit)	Required Parking Spaces	City's Rate (Cars per unit)	Required Parking Spaces
1.52	$112 * 1.52 = 170$	1.45	$112 * 1.45 = 162$	1.27	$112 * 1.27 = 142$	1.0	$112 * 1.0 = 112$

Source: ITE Parking Generation, 5th Edition

As shown in Table 4, the average number of parking spaces being used in other comparable facilities reflects a rate of 1.52 parking spaces per dwelling unit. The ITE rate shows 1.45 parking spaces per unit whereas the 85<sup>th</sup> percentile parking demand rate shows a rate of 1.27 spaces per unit. The City code requires 1.0 parking spaces per dwelling unit. The number of parking spaces provided on-site is 191 at the rate of 1.71 spaces per unit.

It is important to note that the unit mix in the proposed development consists of 1 live/work studio, 27 1 bedroom/1bath units (one of which is a live/work space), 61 2 bedroom/2 bath units and 23 3 bedroom/2 bath units. The 84 units with 2 or more bedrooms could require parking higher than the City's code, as many of these residents may have more than one vehicle. Based on the parking rate of 1.52 spaces per unit as obtained from the survey of comparable Pinnacle facilities in Broward and Miami-Dade counties, the number of spaces required for this facility comes to 170 spaces (Table 4). Additional 21 parking spaces are being provided to account for any fluctuations in the required parking rate and to ensure there is no spillover parking into adjoining areas which do not have the capacity to handle such a scenario.

## CONCLUSION

KEITH was retained by Pinnacle Communities, LLC to prepare a parking demand analysis for the affordable housing development at 3100 - 3124 Broadway Avenue in Riviera Beach, Florida. The developer proposes building a three-story residential building with 112 dwelling units, providing 191 parking spaces. The Institute of Transportation Engineers (ITE) *Parking Generation*, 5<sup>th</sup> Edition, and the Parking Data provided by Pinnacle Communities, LLC were utilized to determine if the number of proposed parking spaces would be adequate to meet the expected peak demand. Based on the ITE parking demand analysis as well as the survey of comparable Pinnacle facilities,

it is anticipated that the 191 parking spaces will accommodate the projected parking demand and will adequately absorb any potential parking spillovers into adjoining properties.

The City's four major points under Ordinance No. 4114 pertaining to the Parking Analysis and Management Plan have been addressed in this report as follows:

1. *The Parking Analysis and Management Plan shall include but is not limited to the following items:*

a. *Parking inventory and needs assessment; including current and proposed parking ratios, number of parking spaces utilized and required, including guest parking spaces, and number of vehicles owned by residents.*

The City code requires one parking space per dwelling unit. Based on the parking survey of comparable Pinnacle properties in Miami-Dade and Broward counties, a parking rate of 1.52 spaces per unit was estimated. ITE Parking Generation identifies a rate of 1.45 spaces per unit and 1.27 spaces per unit for 85<sup>th</sup> percentile demand. Since the proposed development would have 84 units with 2 or more bedrooms, it is expected that the parking requirement for these units would be higher than for the one (1) bedroom units. The development is proposing 21 additional parking spaces than the required number of spaces (170 spaces) using the rate of 1.52 spaces per unit obtained from the survey data. These additional spaces will account for any variability in guest parking during certain times of the year and will also ensure there is no parking spillover into adjoining areas which do not have the capacity to handle such a scenario.

b. *A narrative demonstrating how property management will accommodate anticipated parking needs and enforce parking provisions.*

As discussed above, the parking spaces provided on site meets and exceeds City's code and provides adequate buffer for any fluctuations in parking demand. However, the Owner and its management team will enforce parking standards as follows:

- i. All residents will have to register their vehicles with property management, and may be asked to display a decal or barcode on the vehicle to ensure the vehicle can be identified by management as an authorized vehicle.
- ii. Upon leasing, all residents will be required to review with the leasing agent the terms of their lease, which include parking standards and requirements, design to prevent unauthorized parking, derelict vehicles, unauthorized work on vehicles and guest parking standards and requirements.



- iii. Management will impose limitations on the number of vehicles per household, depending on the size of the household and number of occupants, and parking availability.
- iv. Management will enter into an agreement with a towing company to remove unauthorized vehicles violating the parking requirements, in accordance with any applicable city ordinances.
- v. Residents will be advised that they are not to park vehicles or authorized their guests to park vehicles off-site in areas not designated for parking by the city, or on private property which could create a trespass.

*c. Identification of mass transit access; bus stops and routes, shelters, benches and other infrastructure.*

Figure 3 on page 4 of this report depicts the bus stops along Broadway/US-1 Federal Highway and the Palm Beach County Bus Route One (1) in reference to the project site.

*d. Identification of pedestrian connectivity within the neighborhood and adjacent area, including bicycle paths and racks.*

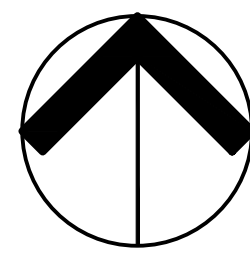
As depicted in Figure 2 on page 2 of this report, sidewalk exists on both sides of Broadway Avenue and Lakeshore Drive. Bicycle sharrows currently exist on both sides of Broadway Avenue. “Sharrows” are road markings used to indicate a shared lane environment for bicycle and automobiles. The project site and the surrounding areas are well connected to bicycle and pedestrian amenities.

Berkeley Landing will enhance the pedestrian experience with its proximity to services and creation of two (2) separate public plazas on Broadway and Lakeshore Drive. The public plazas will combine to exceed 2,000 SF and incorporate the use of benches, public art and a new Palm Tran bus shelter (designed to be architecturally consistent with the development). The walkability of this site is exceptional with grocery stores and restaurants such as Publix, Dollar Tree, Natural Vibrations Smoothie Café, McDonalds, and Dunkin Donuts located within a half mile of the development. Berkeley landing will also consist of outdoor and indoor bike storage (including at the bus shelter) for its residents and community members. This will allow for easy trips to public amenities such as the Riviera Beach Public Library, Phil Foster Park, Wells Rec Center, Jim Barry Light Harbor Park and Inlet Grove Community Highschool (all under .75 miles). Beachgoers will, also, have access to two (2) public beaches with entry points less than 1.5 miles away. All in all, Berkeley Landing will offer an abundant amount of tools/space for all community members, enhanced by the development’s central location and pedestrian access.

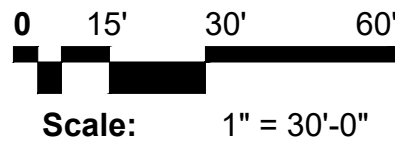
# APPENDIX A

## SITE PLAN





NORTH

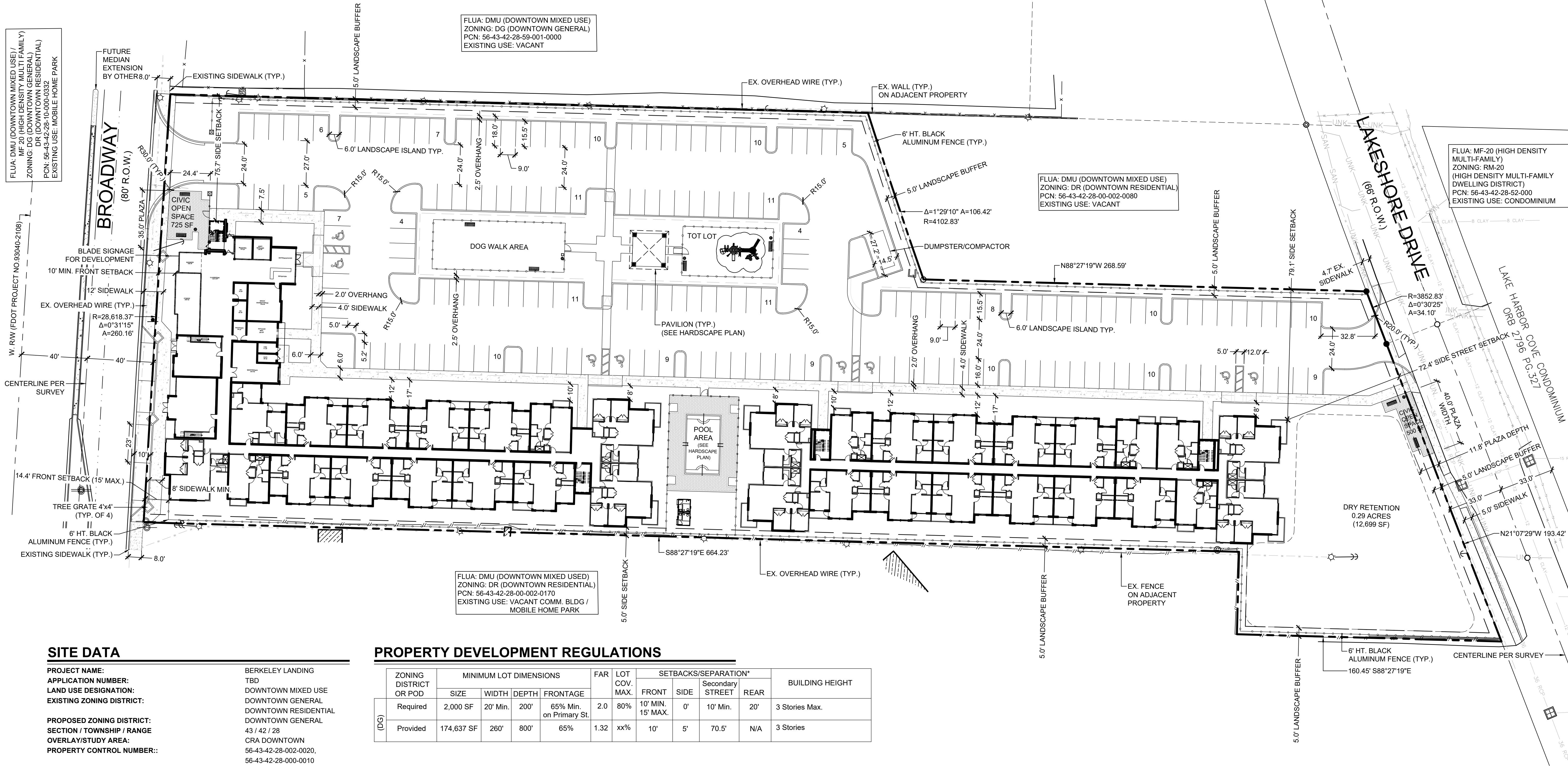


Scale: 1" = 30'-0"

Date: 03.02.2021  
Project No.: 20-014.000  
Designed By: Architect  
Drawn By: TRM  
Checked By: SM

Revision Dates:


SP-1  
of 1



## SITE DATA

PROJECT NAME:  
APPLICATION NUMBER:  
LAND USE DESIGNATION:  
EXISTING ZONING DISTRICT:

PROPOSED ZONING DISTRICT:  
SECTION / TOWNSHIP / RANGE  
OVERLAY/STUDY AREA:  
PROPERTY CONTROL NUMBER::

EXISTING USE:  
PROPOSED USE:  
TOTAL SITE AREA:  
PROPOSED TOTAL BUILDING SQUARE FOOTAGE  
WEST BUILDING SQUARE FOOTAGE  
EAST BUILDING SQUARE FOOTAGE

DENSITY  
PROPOSED UNITS

1 BEDROOM UNIT  
2 BEDROOM UNIT  
3 BEDROOM UNIT  
LIVE WORK UNITS

PARKING REQUIRED:  
1 SPACE PER 1 BEDROOM UNIT  
1 SPACE PER 2 BEDROOM UNIT  
1 SPACE PER 3 BEDROOM UNIT  
1 SPACE PER LIVE WORK UNIT  
HANDICAP SPACES

PARKING PROVIDED:  
STANDARD (9'x18')  
GUEST (9'x18')  
HANDICAP (12'x18')

TRAFFIC ANALYSIS ZONE:

RECREATION AREA

PERIMETER BUFFERS

CIVIC OPEN SPACE

PERVIOUS AREA

IMPERVIOUS AREA

BICYCLE SPACES REQUIRED (1 SP PER UNIT):  
BICYCLE SPACES PROVIDED:

BERKELEY LANDING  
TBD  
DOWNTOWN MIXED USE  
DOWNTOWN GENERAL  
DOWNTOWN RESIDENTIAL  
DOWNTOWN GENERAL  
43 / 42 / 28  
CRA DOWNTOWN  
56-43-42-28-002-0020,  
56-43-42-28-000-0010  
VACANT  
MULTIFAMILY  
4.01 AC (174,637.37 SF)  
130,875 SF  
71,034 SF  
59,841 SF  
27.93 D.U./AC.  
112 UNITS  
28 UNITS  
61 UNITS  
21 UNITS  
2 UNITS  
112 SPACES\*  
28 SPACES  
61 SPACES  
21 SPACES  
2 SPACES  
3 SPACES  
191  
112  
71  
8  
126  
8,119 SF  
10,346 SF  
1,225 SF (.7%)  
57,547 SF (33%)  
117,090.37 SF (67%)  
38 SPACES  
38 SPACES

## PROPERTY DEVELOPMENT REGULATIONS

	ZONING DISTRICT OR POD	MINIMUM LOT DIMENSIONS				FAR	LOT COV. MAX.	SETBACKS/SEPARATION*				BUILDING HEIGHT
		SIZE	WIDTH	DEPTH	FRONTAGE			FRONT	SIDE	Secondary STREET	REAR	
(DG)	Required	2,000 SF	20' Min.	200'	65% Min. on Primary St.	2.0	80%	10' MIN. 15' MAX.	0'	10' Min.	20'	3 Stories Max.
	Provided	174,637 SF	260'	800'	65%	1.32	xx%	10'	5'	70.5'	N/A	3 Stories

### NOTES:

\*1 per unit (per Ordinance 4114, which allows this ratio of 1 parking space per dwelling unit, for affordable housing developments)

# APPENDIX B

## ITE PARKING DEMAND



# Multifamily Housing (Mid-Rise) (221)

## Peak Period Parking Demand vs: Dwelling Units

On a: Weekday (Monday - Friday)

Setting/Location: General Urban/Suburban (< 1/2 mile to rail transit)

Peak Period of Parking Demand: 10:00 p.m. - 5:00 a.m.

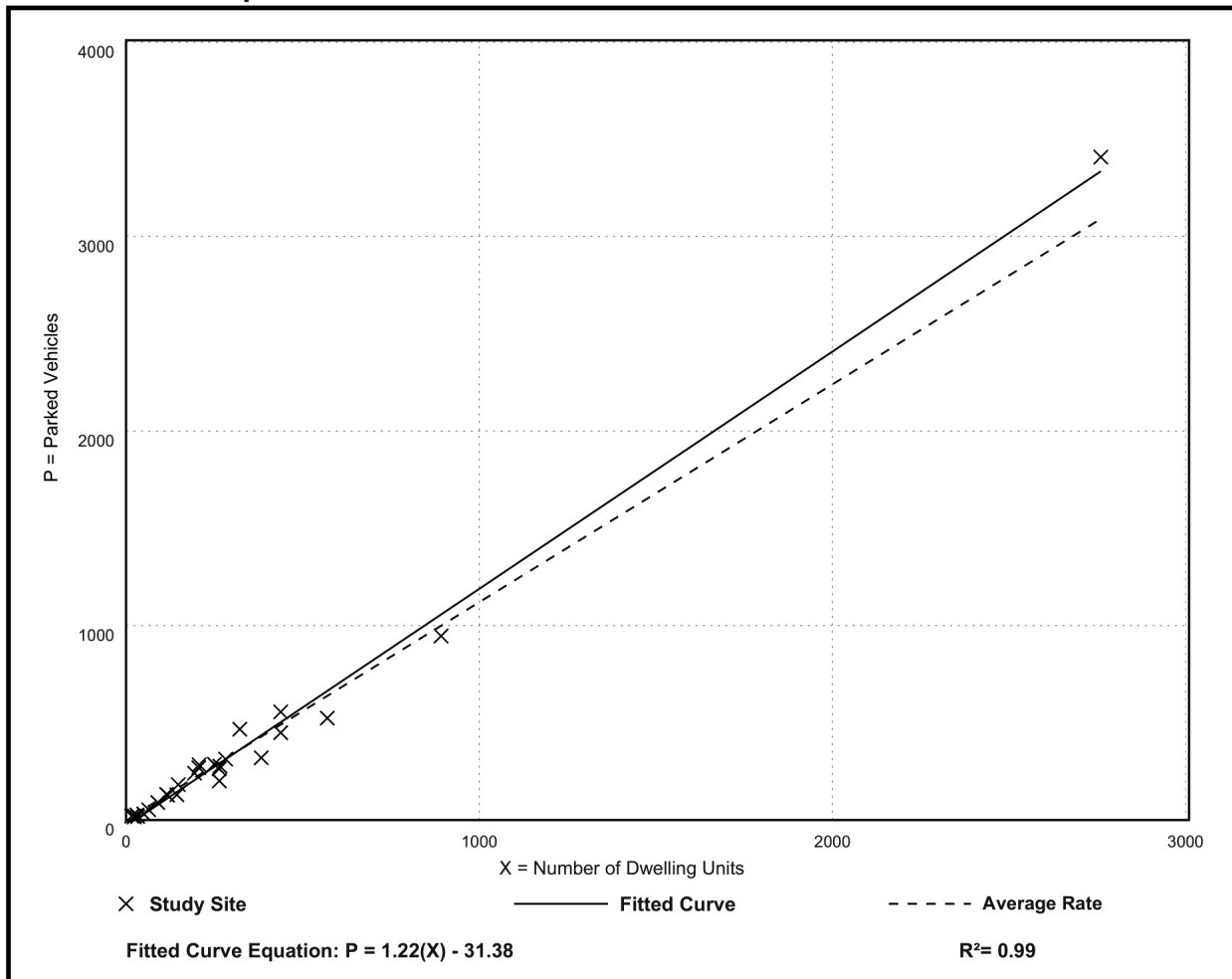
Number of Studies: 27

Avg. Num. of Dwelling Units: 318

## Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.12	0.55 - 1.45	0.91 / 1.27	1.06 - 1.18	0.17 ( 15% )

## Data Plot and Equation



# APPENDIX C

## CITY OF RIVIERA BEACH'S PARKING REQUIREMENTS



## **Sec. 31-577. Off-street parking ratios.**

The minimum off-street parking requirements for the uses indicated are as follows. Floor area and floor space in all instances not otherwise designated shall mean gross floor area.

- (1) *Residential uses.* For all residential uses:
  - a. Residential units shall have at least two parking spaces per unit, including PUD residential developments.
  - b. Parking for units for the elderly shall provide at least 0.8 parking spaces per unit. Units for the elderly shall include independent living units and assisted living units.
  - c. Affordable housing units shall provide at least one parking space per unit. A parking analysis and management plan shall be provided in order to ensure that transportation and off-street parking needs will be met.
    1. The parking analysis and management plan shall include but is not limited to the following items:
      - i. Parking inventory and needs assessment; including current and proposed parking ratios, number of parking spaces utilized and required, including guest parking spaces, and number of vehicles owned by residents.
      - ii. A narrative demonstrating how property management will accommodate anticipated parking needs and enforce parking provisions.
      - iii. Identification of mass transit access; bus stops and routes, shelters, benches and other infrastructure.
      - iv. Identification of pedestrian connectivity within the neighborhood and adjacent area, including bicycle paths and racks.
- (2) *Hotels, motels and lodging houses or boardinghouses.* There shall be provided a minimum of one parking space for each guest room, plus one additional space for each five guest rooms up to a maximum of 20 additional spaces.
- (3) *Hospitals.* For hospitals, including sanitariums, orphanages, convalescent homes and homes for the aged, there shall be at least one off-street parking space for each 300 square feet of floor area.
- (4) *Medical and dental clinics.* For medical and dental clinics, there shall be at least one parking space for each 250 square feet of gross floor area.
- (5) *Places of assembly.* For places of assembly, including theaters, clubs, churches, schools, mortuaries and other similar places, there shall be at least one off-street parking space for every 200 square feet of floor area.
- (6) *Auditoriums, stadiums, arenas, recreation facilities, amusements and attractions, exhibits, etc.* For stadiums, arenas, auditoriums, etc., there shall be one parking space for every four bleacher seats whenever bleacher seats are provided, or 30 parking spaces per athletic field, whichever is greater. For outdoor attractions and other recreation areas there shall be one parking space for each 70 square feet of total floor area of covered space, plus five spaces for each acre of outdoor attraction area. For motorcycles there shall be 20 parking spaces per acre.

- 
- (7) *Restaurants.* Restaurants, including nightclubs, diners, lunch counters, drive-ins and all other similar dining establishments shall have at least one off-street parking space for every 150 square feet of floor area.
- (8) *Retail establishments.* For retail establishments there shall be at least one off-street parking space for every 200 square feet of floor area.
- (9) *Office buildings.* For office buildings, including governmental and professional buildings, there shall be at least one off-street parking space for each 300 square feet of floor area.
- (10) *Wholesale/warehousing establishments.* For wholesale/warehousing establishments there shall be at least one off-street parking space for each 1,000 square feet of floor area, or one parking space for every two separate miniwarehousing units, whichever is the greater.
- (11) *Industrial plants.* For those manufacturing uses which have more than 50 percent gross area devoted to storage or which demonstrate a low employee to gross square footage ratio to the satisfaction of the CDEC director, there shall be at least one off-street parking space for every 500 square feet of floor area.
- (12) *Marina facilities.* Parking spaces shall be provided on abutting dock properties as follows:
- a. Wet slips. One parking space for every two wet slips for private vessels not carrying passengers for hire.
  - b. Dry storage. One parking space for every four dry storage spaces.
  - c. Sight-seeing; charter; commercial.
    1. Minimum three parking spaces for each passenger-carrying vessel carrying six or less passengers for hire.
    2. Minimum one parking space for every two passenger-carrying vessels carrying more than six passengers for hire, as ascertained by a U.S. Coast Guard Certificate of Inspection.
- (13) *Other uses.* For uses not indicated, parking shall be as required by the closest similar use above, as interpreted by the planning director.
- (14) *Daycare.* One space per employee (minimum three spaces) plus adequate provision for drop-off of children.
- (15) *Self-service storage.* For self-service storage buildings, there shall be at least one off-street parking space for each 75 storage bays or fraction thereof, but no less than five total parking spaces.

(Ord. No. 2152, § 3(B)(23.AA-25.III), 3-17-82; Ord. No. 2179, § 1, 2-2-83; Ord. No. 2213, § 1, 9-21-83; Ord. No. 2271, § 5, 4-3-85; Ord. No. 2800, § 1, 1-20-99; Ord. No. 3021, § 4, 11-15-06; Ord. No. 4114, § 3, 9-5-18; Ord. No. 4143, § 4, 9-16-20)



ORDINANCE NO. 4114

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 OF THE CITY'S CODE OF ORDINANCES ENTITLED, "ZONING", ARTICLE 1, "IN GENERAL", SECTION 31-1, "DEFINITIONS"; AND AMENDING ARTICLE VII, "OFF-STREET PARKING AND LOADING", SECTION 31-577, "OFF-STREET PARKING RATIOS"; IN ORDER TO ADD A DEFINITION FOR AFFORDABLE HOUSING AND TO PROVIDE SPECIFIC PARKING RATIOS FOR THE ABOVEMENTIONED USE; PROVIDING FOR CONFLICTS, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City received a text amendment request application from Millennia Housing Development, Ltd., which is the entity currently managing the Stonybrook Apartments; and

**WHEREAS**, said text amendment request proposes adding a definition for affordable housing and also providing a new off-street parking ratio of one automobile parking space required per affordable housing unit; and

**WHEREAS**, the City's off-street parking code (Sec. 31-577) currently requires a ratio of no less than two automobile parking spaces per residential unit, unless the unit is age-restricted and designated for use by elderly individuals; which allows for a ratio of 0.8 parking spaces per unit; and

**WHEREAS**, the required number of parking spaces associated with development and use of a property may impact the affordability of housing and the ability of developers to construct new affordable residential units; and

**WHEREAS**, Millennia Housing Management, Ltd., has submitted a Parking Management Plan for the Stonybrook Apartments (Azure Estates); and

**WHEREAS**, the City's Planning and Zoning Board reviewed the proposed text amendment request on April 26, 2018 and recommended that City Council approve this amendment; and

**WHEREAS**, the City Council deems approval of this Ordinance to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Riviera Beach and the public at large.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

**SECTION 1.** The foregoing recitals are ratified as true and correct and are incorporated herein. It is the purpose and intent of this Ordinance to promote the health and general welfare of the residents and businesses of the City by creating a more livable community.

**SECTION 2.** Chapter 31, "Zoning", Article I, "In General", Section 31-1, "Definitions", is hereby amended as follows (with additions shown in underline format, deletions shown in ~~strikethrough~~):

\* \* \*

Affordable Housing: An owner-occupied or rental dwelling unit with a purchase cost, value, or monthly rental, as applicable, equal to or less than the amounts established by the applicable standards for those individuals whose income is at or below 60 percent of Area Median Income as published by the United States Department of Housing and Urban Development and certified by the Department of Community and Economic Development.

\* \* \*

**SECTION 3.** Chapter 31, "Zoning", Article VII, "Off-street parking and loading", Section 31-577, "Off-street parking ratios", is hereby amended as follows (with additions shown in underline format, deletions shown in ~~strikethrough~~):

[Sec. 31-577. - Off-street parking ratios.]

The minimum off-street parking requirements for the uses indicated are as follows. Floor area and floor space in all instances not otherwise designated shall mean gross floor area.

(1) *Residential uses.* For all residential uses:

- a. ~~All r~~Residential units shall have at least two parking spaces per unit, including PUD residential developments.
- b. Parking for units for the elderly shall provide at least 0.8 parking spaces per unit. Units for the elderly shall include independent living units and assisted living units. A Parking Analysis and Management Plan shall be provided in order to ensure that transportation and off-street parking needs will be met.
- c. Affordable housing units shall provide at least one parking space per unit. A Parking Analysis and Management Plan shall be provided in order to ensure that transportation and off-street parking needs will be met.



1. The Parking Analysis and Management Plan shall include but is not limited to the following items:

a. Parking inventory and needs assessment; including current and proposed parking ratios, number of parking spaces utilized and required, including guest parking spaces, and number of vehicles owned by residents.

b. A narrative demonstrating how property management will accommodate anticipated parking needs and enforce parking provisions.

b. Identification of mass transit access; bus stops and routes, shelters, benches and other infrastructure.

c. Identification of pedestrian connectivity within the neighborhood and adjacent area, including bicycle paths and racks.

\* \* \*

**SECTION 4.** Should any word, phrase, clause, subsection, section, part of provision of this Ordinance be declared by court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof other than the part declared invalid.

**SECTION 5.** All Ordinances or parts of Ordinances in conflict herewith or to the extent of such conflict shall be repealed.

**SECTION 6.** Specific authority is hereby granted to codify the Ordinance as it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Riviera Beach, and the sections of this Ordinance may be renumbered to accomplish such intentions.

**SECTION 7.** This Ordinance shall become effective immediately upon its final adoption by the City Council.

[ REMAINDER OF PAGE INTENTIONALLY BLANK ]

ORDINANCE NO. 4114  
PAGE 5 of 5

1<sup>ST</sup> READING

MOTIONED BY: T. DAVIS

SECONDED BY: K. MILLER-ANDERSON

L. HUBBARD NAY

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

J. BOTEL AYE

T. DAVIS AYE

2<sup>ND</sup> & FINAL READING

MOTIONED BY: J. BOTEL

SECONDED BY: T. DAVIS

L. HUBBARD NAY

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

J. BOTEL AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
ANDREW DEGRAFFENREIDT, CITY ATTORNEY

DATE: \_\_\_\_\_



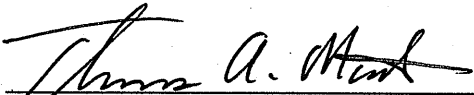
ORDINANCE NO. 4114

PAGE 4 of 5


PASSED AND APPROVED on the first reading this 18th day of July,  
2018.

PASSED AND ADOPTED on second and final reading this 5th day of September,  
2018.

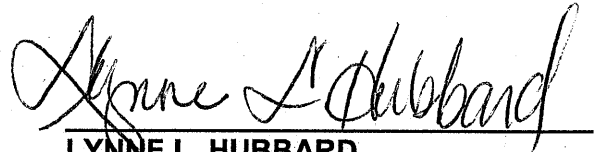
APPROVED:



THOMAS A. MASTERS  
MAYOR

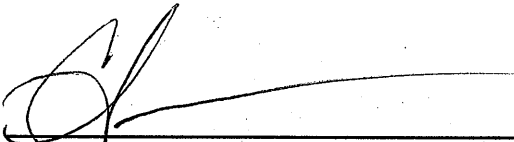


TONYA DAVIS JOHNSON  
CHAIRPERSON



LYNNE L. HUBBARD  
CHAIR PRO TEM

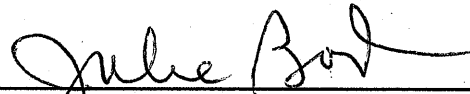
ATTEST:



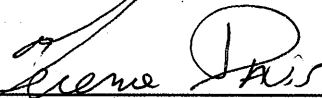
CLAUDENE L. ANTHONY,  
CERTIFIED MUNICIPAL CLERK  
CITY CLERK



KASHAMBA MILLER-ANDERSON  
COUNCILPERSON



JULIA A. BOTEL  
COUNCILPERSON



TERENCE D. DAVIS  
COUNCILPERSON

# APPENDIX D

## PINNACLE PARKING DATA



Property Name	Total Units	Total Number Parking Spaces	Number of Vehicles - Week of 3/2 - 3/7							Number of Vehicles - Week 3/8 - 3/14										Average Cars for Sample Period	Average Cars Per Unit	
			Day: Tuesday 3/2/2021	Day: Wednesday 3/3/2021	Day: Thursday 3/4/2021	Day: Friday 3/5/2021	Day: Saturday 3/6/2021	Day: Sunday 3/7/2021	Day: Monday 3/8/2021	Day: Tuesday 3/9/2021	Day: Wednesday 3/10/2021	Day: Thursday 3/11/2021	Day: Friday 3/12/2021	Day: Saturday 3/13/2021	Day: Sunday 3/14/2021							
Pinnacle at Avery Glen, Sunrise, Broward County	140	271	185	187	191	211	215	210	195	216	200	196	209	188	205				201	1.43		
Property Name	Total Number of Units	Total Number Parking Spaces	Number of Vehicles - Week of 3/2 - 3/9							Number of Vehicles - Week 3/10 - 3/17										Average Cars for Sample Period	Average Cars Per Unit	
			Day: Tuesday 3/2/2021	Day: Wednesday 3/3/2021	Day: Thursday 3/4/2021	Day: Friday 3/5/2021	Day: Saturday 3/6/2021	Day: Sunday 3/7/2021	Day: Monday 3/8/2021	Day: Tuesday 3/9/2021	Day: Wednesday 3/10/2021	Day: Thursday 3/11/2021	Day: Friday 3/12/2021	Day: Saturday 3/13/2021	Day: Sunday 3/14/2021	Day: Monday 3/15/2021	Day: Tuesday 3/16/2021	Day: Wednesday 3/17/2021				
Golden Square & Golden Villas, Pompano Beach, Broward County	302	531	509	506	512		531				511		531	531				509	518	1.71		
Property Name	Total Number of Units	Total Number Parking Spaces	Number of Vehicles - Week of 3/2 - 3/9							Number of Vehicles - Week 3/10 - 3/17										Average Cars for Sample Period	Average Cars Per Unit	
			Day: Tuesday 3/2/2021	Day: Wednesday 3/3/2021	Day: Thursday 3/4/2021	Day: Friday 3/5/2021	Day: Saturday 3/6/2021	Day: Sunday 3/7/2021	Day: Monday 3/8/2021	Day: Tuesday 3/9/2021	Day: Wednesday 3/10/2021	Day: Thursday 3/11/2021	Day: Friday 3/12/2021	Day: Saturday 3/13/2021	Day: Sunday 3/14/2021	Day: Monday 3/15/2021	Day: Tuesday 3/16/2021	Day: Wednesday 3/17/2021				
Kings Terrace, Miami, Miami-Dade County	300	451	435	430	420	440									438	425	433	426	431	1.44		
Property Name	Total Units	Total Number Parking Spaces	Number of Vehicles - Week of 3/2 - 3/7							Number of Vehicles - Week 3/8 - 3/14										Cars for Sample Period	Average Cars Per Unit	
			Day: Tuesday 3/2/2021	Day: Wednesday 3/3/2021	Day: Thursday 3/4/2021	Day: Friday 3/5/2021	Day: Saturday 3/6/2021	Day: Sunday 3/7/2021	Day: Monday 3/8/2021	Day: Tuesday 3/9/2021	Day: Wednesday 3/10/2021	Day: Thursday 3/11/2021	Day: Friday 3/12/2021	Day: Saturday 3/13/2021	Day: Sunday 3/14/2021							
Old Cutler Village, Miami, Miami-Dade County	288	507				438	407	443	437	444	449	429	420	418				432	1.50			
AVERAGE PARKING USAGE PER UNIT																					1.52	



**CITY OF RIVIERA BEACH STAFF REPORT  
ORDINANCE NUMBER 4179**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 29 SECTION 29-66 OF THE CITY'S CODE OF ORDINANCES ENTITLED "RELOCATION AND USE OF PUBLIC RIGHTS-OF-WAY", IN ORDER TO CHANGE THE TITLE OF THE SECTION; INSERT PURPOSE, INTENT AND DEFINITIONS; PROVIDE A PROCESS FOR THE ABANDONMENT OF PUBLIC RIGHT OF WAYS; CLARIFY CRITERIA FOR RELOCATION OF RIGHTS OF WAY; PROVIDING FOR APPLICABILITY, CONFLICTS, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

---

- A. Applicant:** The Applicant is the City of Riviera Beach.
- B. Request:** The application is a proposed amendment to the Code of Ordinances Chapter 29, Section 29-66 "Relocation and Use of Public Rights-of-Way", in order to change the section title, insert a purpose statement, intent and definitions sections, provide a process for the abandonment of public rights-of-ways, clarify the criteria for relocation of rights-of-way, and provide for applicability, conflicts, severability and codification, and providing for an effective date.
- C. Location:** The Ordinance is applicable city wide.
- D. Property Description and Uses:** N/A
- E. Adjacent Property Description and Uses:** N/A
- F. Background:**

This proposed amendment to the code of ordinances is being brought forward as an initiative of the administration, partially in response to increased development pressure in the City. Because land is at a premium it is not uncommon for project proponents to express interest in abandoning rights-of-way that fall within their project perimeter in order to have more usable developable area.

Typically rights-of-way have a public purpose in that they may provide vehicular or pedestrian access to a destination for the public or a travel route to another location. Rights of way also





frequently have utilities (water, sewer, drainage) located within the boundary of the right-of-way. The most common right-of-way is a road.

Administration is interested in establishing a process for consideration of right-of-way abandonment requests and would like to establish a mechanism for the City to be reimbursed for the real property that is essentially being transferred to the project proponent to increase the developable area.

#### **G. Staff Analysis:**

The revision of the Code of Ordinances to provide for abandonment of right of ways makes good sense. And it also is reasonable for the City to receive compensation for the land being abandoned to make way for development. Palm Beach County (PBC) has a process in place for this and receives a privilege fee from applicants as part of the process. The proposed amendment to the City of Riviera Beach's Code of Ordinances in large part mirrors the PBC language (copy attached).

#### **H. Recommendation:**

Staff recommends that the Planning and Zoning Board find that it is reasonable and appropriate for the City to amend the Code of Ordinances relative to the abandonment and relocation of rights-of-way, and thus, recommend approval of this Ordinance 4179 as proposed.



**Sec. 29-66. Relocation, ~~and~~ use of and abandonment of public rights-of-way.**

A. Purpose and Intent - In order to preserve and enhance the existing, interconnected street and block structure in downtown Riviera Beach, public rights-of-way shall not be relocated or abandoned without consideration of the impacts and necessary mitigation.

B. Definitions – The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a. Abandon, and any variant thereof, includes the terms “vacate” and “annul.”
- b. Abutting property- means any parcel of real property whose boundaries, or any part thereof, also serves as the boundary, or portion thereof, of the petition site.
- c. Affected Property- means any parcel of real property, or portion thereof, which lies within three hundred (300) feet of the boundaries of the petition site.
- d. Land value – means the value of land as established for the tax base by the property appraiser's office prior to any or all exemptions.
- e. Owner – means that person, governmental entity or business entity which is the fee simple title holder of real property.
- f. Owners association means any association or corporation created under the laws of the state, the membership of which is comprised of all owners of real property over which the owners association has jurisdiction by virtue of a declaration of covenants and restrictions, declaration of condominium, or similar instrument. The term shall include the terms "homeowners association," "condominium association," "cooperative association," and "property owners association."
- g. Petitioner means the person, governmental entity or business entity submitting a petition for abandonment pursuant to this chapter. The term "petitioner" shall include "co-petitioner" where appropriate.
- h. Petition for abandonment or petition means the form prescribed by the department which requests the abandonment of a plat, or portion thereof, right-of-way or public easement pursuant to this Section.
- i. Petition site means any parcel of real property subject to a petition for abandonment pursuant to this Section.
- j. Private right-of-way means any right-of-way dedicated or deemed to an owners association or the owner of the abutting property or which is dedicated as a right-of-way and is the perpetual maintenance obligation of any owners association or the owner of abutting property.

C. Relocation or Use of Public Rights-of-Way - ~~In order to preserve and enhance the existing, interconnected street and block structure in downtown Riviera Beach, public~~



~~rights-of-way shall not be abandoned.~~ The City Council commission may consider requests for the relocation or use of public rights-of-way using the following criteria:

- a. The proposed relocation resolves existing incompatibilities such as conditions where the fronts of some parcels face the backs of other parcels due to shifts in the block structure and street grid;

~~The proposed relocation resolves existing incompatibilities such as conditions where the fronts of some parcels face the backs of other parcels due to shifts in the block structure and street grid;~~

- b. The subject right-of-way is an alley or designated as a secondary street. Primary streets are not eligible for relocation or re-orientation unless a new primary street is provided;
- c. The applicant provides a new route within the project that is parallel to the subject right-of-way, establishes a potential (future) street connection on the zoning map, or creates greater connectivity within the city's street network;
- d. The proposed relocation maintains or increases public access to the waterfront;
- e. The relocation will not create a block with a perimeter measuring more than 2,000 feet;
- f. The proposed relocation supports a marine industry, whereby vessel size necessitates increased dimensions of the parcel. Approval of the use of public rights-of-way for marine industry is conditional upon maintaining the industry as the primary use; permits shall stipulate that rights-of-way revert to the city upon the redevelopment of parcels for primarily residential or commercial uses;
- g. Permits shall stipulate that commencement of construction shall occur within two years of approval; otherwise use of the subject right-of-way shall revert to the city;
- a.h. Requests to use public rights-of-way for sidewalk encroachments for frontage conditions such as arcades, galleries, or balconies will be considered on a case by case basis.

~~The proposed relocation resolves existing incompatibilities such as conditions where the fronts of some parcels face the backs of other parcels due to shifts in the block structure and street grid;~~

- (2) ~~The subject right-of-way is an alley or designated as a secondary street. Primary streets are not eligible for relocation or re-orientation unless a new primary street is provided;~~
- (3) ~~The applicant provides a new route within the project that is parallel to the subject right-of-way, establishes a potential (future) street connection on the zoning map, or creates greater connectivity within the city's street network;~~
- (4) ~~The proposed relocation maintains or increases public access to the waterfront;~~

- (5) ~~The relocation will not create a block with a perimeter measuring more than 2,000 feet.~~
- (6) ~~The proposed relocation supports a marine industry, whereby vessel size necessitates increased dimensions of the parcel. Approval of the use of public rights-of-way for marine industry is conditional upon maintaining the industry as the primary use; permits shall stipulate that rights-of-way revert to the city upon the redevelopment of parcels for primarily residential or commercial uses.~~
- (7) ~~Permits shall stipulate that commencement of construction shall occur within two years of approval; otherwise use of the subject right-of-way shall revert to the city.~~
- (8) ~~Requests to use public rights-of-way for sidewalk encroachments for frontage conditions such as arcades, galleries, or balconies will be considered on a case by case basis.~~

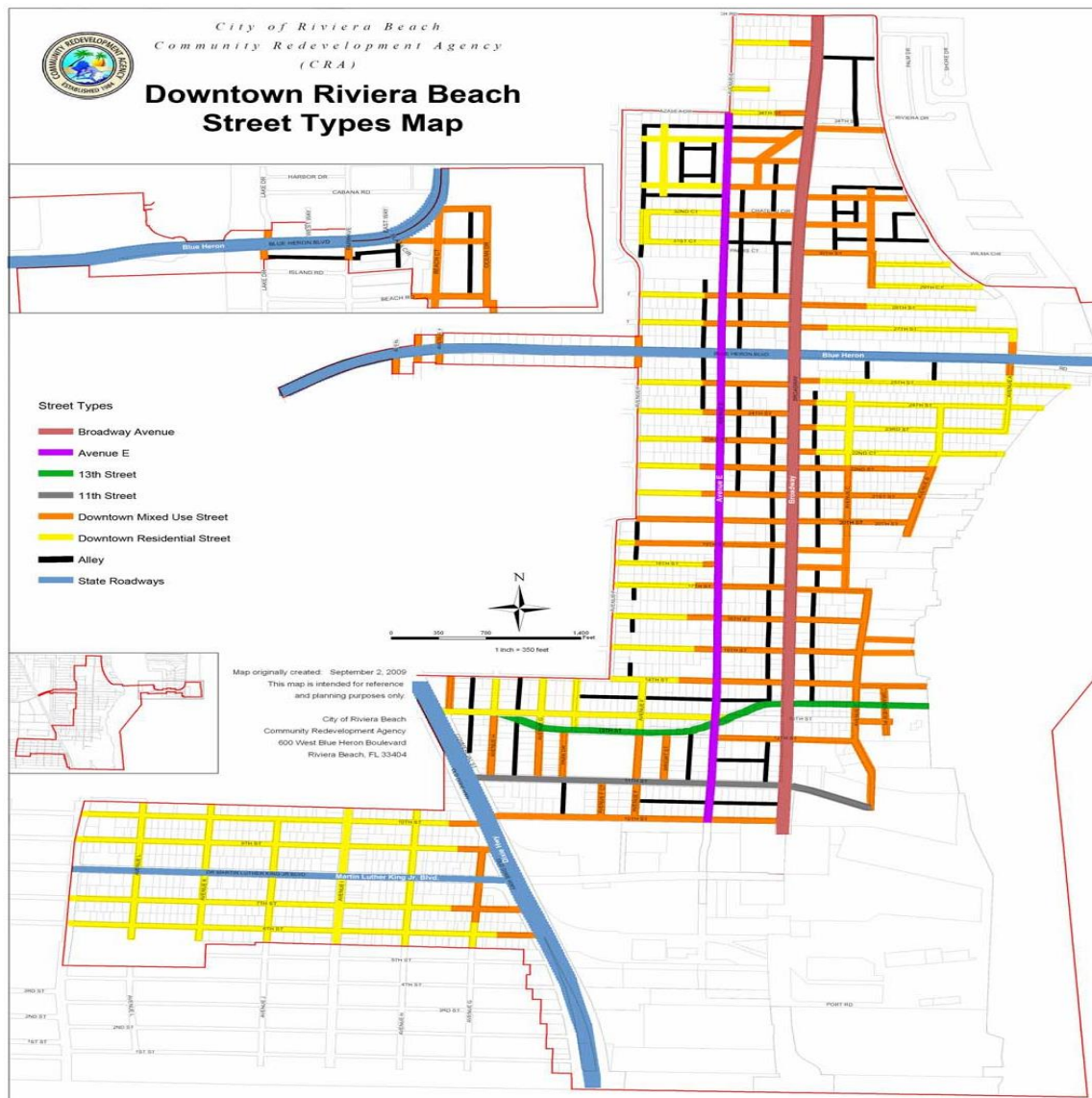
D. Petitions for Abandonment of Rights-of-Way - Any person, governmental entity or business entity desiring to abandon the public's interest in and to any right-of-way shall be required to make application to the City pursuant to this article. Such application shall be on the petition form prescribed by the Development Services Department, and the information contained therein shall be verified by the petitioner under oath. Unless initiated by the City, any petition for abandonment of rights-of-way shall be signed by all owners of abutting property.

- a. Signatures – Any petition made on behalf of the City for right of way abandonment shall be signed by the City Engineer and City Manager. Private petitions for right of way abandonment shall be signed by the owner of the property or an agent acting on behalf of the owner of the property.
- b. Application fee – Except as provided herein, each petition for abandonment of a right of way shall be accompanied by a fee as set by the City to cover the cost of administrative review, site analysis and investigation, and publication of notice. No refunds shall be made. Any petition made on behalf of the City is not required to submit an application fee.
- c. Privilege fee – A privilege fee is hereby established, payable by any petitioner requesting the abandonment of a right of way. The privilege fee is to be used for the purpose of reimbursing the City's costs and expenses incurred when acquiring real property for public use, or other municipal purpose's for the benefit of the residents. Any petition made on behalf of the City is not required to provide a privilege fee.
- d. The privilege fee shall be determined and fixed by computing eighty (80) percent of the total land value of the petition site. The total land value of the petition site, per square foot, shall be equal to the averaged square foot land value of the abutting property, as established by the most current county property appraiser records. This calculation shall be based upon the cumulative land value of the abutting properties (cumulative value), determining the average value of the properties on a square footage basis (square footage value), and multiplying the square footage value by the number of square feet of the petition site to ascertain the total land value of the petition site.



- e. Notice of Intent - Immediately prior to filing the petition for abandonment with the department, the petitioner shall cause to be published a notice of intent in a newspaper of general circulation in the city once weekly for two (2) consecutive weeks. Such notice of intent shall state the intent of the petitioner to file a petition pursuant to this Section.
- f. Petition application procedures –In addition to any other information required by the Development Services Department, the petition shall contain the following:
  - i. Legal description – A complete and accurate legal description of the petition site.
  - ii. Justification Statement – A statement identifying the scope of the request and the purpose for the request.
  - iii. Survey – A certified land survey shall be prepared by a state registered land surveyor in accordance with the minimum technical standards of Florida Statutes Section 472.027, and chapter 21HH-6, Florida Administrative Code, and attached as an exhibit to the petition. The survey shall also contain or depict the following information:
    - 1. An accurate drawing of the petition site;
    - 2. The boundaries of abutting properties;
    - 3. The square footage of the petition site; and,
    - 4. Existing structures, utilities, easements, encroachments and other improvements, including but not limited to the location of overhead, underground or surface utility lines and equipment, ditches, fences, buildings, pathways and drainage structures contained on the petition site.
  - iv. Location map – A drawing which clearly and legibly identifies the location of the petition site in relation to the nearest public right of way, excluding the petition site, and all affected properties. The location map may be located on the survey in a separate block.
  - v. List of owners of affected property – A complete list of all owners of affected property, their mailing addresses and legal description of the property owned. All owners of abutting property shall be so designated on this list. The petition shall state the source of the information used to compile the list and shall contain an affidavit of the preparer that to the best of his knowledge said list is complete and accurate.
- E. Process – Petitions for right of way abandonment shall be subject to internal staff review and/or peer review as deemed necessary to evaluate the proposal. The petition shall then be heard at a duly noticed public hearing with the Planning and Zoning Board who act in an advisory capacity to the City Council. After the Planning and Zoning Board hearing the petition shall be heard and acted on by the City Council at a duly noticed public hearing.

(Ord. No. 4038, § 2(Exh. A), 12-18-13)





## ARTICLE III. - ROAD ABANDONMENT AND PLAT VACATION

*Footnotes:*

--- (3) ---

**State Law reference**— *Home rule powers of chartered counties, Fla. Const., art. VIII, § 1(g); authority to vacate roads, F.S. § 336.09 et seq.*

## Sec. 22-41. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandon*, and any variant thereof, includes the terms "vacate" and "annul."

*Abutting property* means any parcel of real property whose boundaries, or any part thereof, also serves as the boundary, or portion thereof, of the petition site.

*Affected property* means any parcel of real property, or portion thereof, which lies within three hundred (300) feet of the boundaries of the petition site.

*County* includes the board of county commissioners.

*County right-of-way* means any right-of-way acquired by the county or the public by virtue of a dedication to the public or the county on a plat, by separate instrument of conveyance, or by prescription.

*Department* means the county department of engineering and public works.

*Land value* means the value of land as established for the tax base by the property appraiser's office prior to any or all exemptions.

*Owner* means that person, governmental entity or business entity which is the fee simple title holder of real property.

*Owners association* means any association or corporation created under the laws of the state, the membership of which is comprised of all owners of real property over which the owners association has jurisdiction by virtue of a declaration of covenants and restrictions, declaration of condominium, or similar instrument. The term shall include the terms "homeowners association," "condominium association," "cooperative association," and "property owners association."

*Petitioner* means the person, governmental entity or business entity submitting a petition for abandonment pursuant to this chapter. The term "petitioner" shall include "copetitioner" where appropriate.

*Petition for abandonment* or *petition* means the form prescribed by the department which requests the abandonment of a plat, or portion thereof, right-of-way or public easement pursuant to this article.

*Petition site* means any parcel of real property subject to a petition for abandonment pursuant to this chapter.

*Plat* means any drawing of real property made and recorded pursuant to chapter 177, Florida Statutes, or the ordinances of the county.

*Private right-of-way* means any right-of-way dedicated or deemed to an owners association or the owner of the abutting property or which is dedicated as a right-of-way and is the perpetual maintenance obligation of any owners association or the owner of abutting property.

*Public easement* means any utility or drainage easement which is dedicated by plat in perpetuity for utility or drainage purposes, or which is conveyed by separate instrument recorded in the public records to the public or the county, which instrument has been approved by the county for recordation. The term shall not include instruments of conveyances or dedications made to specifically named utility companies, owners associations, drainage districts, or other governmental agencies.

*Public records* means the records filed in the office of the clerk of the circuit court in and for the county.

*Right-of-way* means any strip of land dedicated or deeded for ingress and egress or access purposes. The term shall include the terms "road," "highway," "alley," "accessway," and any other similar term. The term shall mean both county right-of-way and private right-of-way.

*Utility company* means any public or franchised entity which provides electrical, gas or communication services.

(Ord. No. 86-18, § III, 6-24-86)

Sec. 22-42. - Declaration of jurisdiction and control of the board of county commissioners; application of article.

- (a) Any dedication or conveyance of real property for the purpose of streets, rights-of-way, access, ingress and egress, utilities and drainage which is made on or by a plat, easement, deed or other instrument of any kind, which instruments are approved by the board of county commissioners for filing of record in the public records of the



county or which instruments convey any interest in real property to the board of county commissioners is hereby deemed to be under the jurisdiction and control of the board of county commissioners for the purposes of the vacation, annulment and/or abandonment of plats, or portions thereof, rights-of-way, and easements for utility and drainage purposes.

- (b) The provisions of this article shall apply to all plats, rights-of-way and easements under the jurisdiction and control of the board of county commissioners.
- (c) The procedures set forth in this article shall apply to applications pursuant to section 177.101(1) and (2), Florida Statutes, and to all applications for vacating plats, or any portion thereof, including public easements, pursuant to section 177.101(3), Florida Statutes. Any petition to vacate a plat, or portion thereof, which plat, or portion thereof, contains private rights-of-way shall not require a public hearing pursuant to section 22-49; however, a public hearing shall be required if the petition site includes a county right-of-way or public easement for drainage purposes which services a county right-of-way.

(Ord. No. 86-18, § II, 6-24-86)

Sec. 22-43. - Petitions generally.

- (a) *Petitions for abandonment of plats:* Any person, governmental entity or business entity desiring to abandon a plat, or any portion thereof, including public easements, shall be required to make application to the county pursuant to section 177.101, Florida Statutes, and the provisions of this article. Such application shall be on the petition form prescribed by the department, and the information contained therein shall be verified by the petitioner under oath. Unless initiated by the county, the petition shall be signed by all owners of any portion of the petition site.
- (b) *Petitions for abandonment of rights-of-way.* Any person, governmental entity or business entity desiring to abandon the public's interest in and to any right-of-way shall be required to make application to the county pursuant to this article. Such application shall be on the petition form prescribed by the department, and the information contained therein shall be verified by the petitioner under oath. Unless initiated by the county, any petition for abandonment of rights-of-way shall be signed by all owners of abutting property.
- (c) *Signature of county engineer.* Any petition made on behalf of the county shall be signed by the office of the department of engineering and public works.

(Ord. No. 86-18, § IV, 6-24-86)

Sec. 22-44. - Application and privilege fees.

- (a) Application fee. Except as provided herein, each petition shall be accompanied by a fee as set by resolution of the board of county commissioners to cover the cost of administrative review, site analysis and investigation, publications, and official recording. Said fee will be credited to any privilege fee imposed. No refund shall be made. Petitions of the county or any other governmental agency shall be exempt from the application fee.
- (b) A privilege fee is hereby established, payable by any petitioner requesting the abandonment of the interest of the county and public in and to any right-of-way under the jurisdiction and control of the board of county commissioners. The privilege fee is to be used for the purpose of reimbursing the county's costs and expenses incurred when acquiring real property for public use.
- (c) The board of county commissioners shall make the final determination of the application of the privilege fee based upon recommendations submitted by county staff at the scheduled public hearing for abandonment of the petition site.
- (d) The privilege fee shall be determined and fixed by computing eighty (80) percent of the total land value of the petition site.
- (e) The total land value of the petition site, per square foot, shall be equal to the averaged square foot land value of the abutting property, as established by the most current county property appraiser records. This calculation shall be based upon the cumulative land value of the abutting properties (cumulative value), determining the average value of the properties on a square footage basis (square footage value), and multiplying the square footage value by the number of square feet of the petition site to ascertain the total land value of the petition site.
- (f) Such privilege fee shall not apply to petitions submitted by the following:
  - (1) The fee simple owner of the property subject to an easement;
  - (2) The original gratuitous conveyor of all the public rights-of-way to be abandoned;
  - (3) Rights-of-way contained in plats which were recorded in the public records of the county and when no conveyance of lots by reference to the plat appear of record;  
or
  - (4)



When the petitioner is a duly organized governmental body. This exception from the privilege fee does not apply where such governmental body requires payment from the county for transfer or acquisition of land and or right-of-way for public purposes.

- (g) The privilege fee may not apply when the petitioner will convey necessary real property for county rights-of-way designated on the county thoroughfare plan, which is equal to or more than the total square footage to be abandoned, as determined by the board of county commissioners.

(Ord. No. 86-18, § V, 6-24-86; Ord. No. 02-034, §§ 1, 2, 8-20-02)

#### Sec. 22-45. - Access to water.

No right-of-way, road, street or public accessway giving access to any publicly accessible waters in the county shall be closed, vacated or abandoned except in those instances wherein the petitioner(s) offers to trade or give to the county comparable land or lands for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the discretion of the board of county commissioners.

(Ord. No. 86-18, § VI, 6-24-86)

#### Sec. 22-46. - Notice of intent.

Immediately prior to filing the petition for abandonment with the department, the petitioner shall cause to be published a notice of intent in a newspaper of general circulation in the county once weekly for two (2) consecutive weeks. Such notice of intent shall state the intent of the petitioner to file a petition pursuant to this chapter and, in the case of plat abandonment, or any portion thereof, chapter 177, Florida Statutes.

(Ord. No. 86-18, § VII, 6-24-86)

#### Sec. 22-47. - Petition application procedures.

In addition to any other information required by the department, the petition shall contain the following:

- (1) *Legal description of petition site.* A complete and accurate legal description of the petition site.

(2) *Type of petition.* A statement identifying the type of petition as being for abandonment of:

- a. A plat;
- b. A portion of plat;
- c. A county right-of-way;
- d. The public's interest in a private right-of-way; or
- e. A public easement.

The statement shall identify the source of the county's or public's interest, together with a reference to the recording information for same, in and to the petition site.

(3) *Survey.* A certified land survey measuring eight and one-half (8½) inches by eleven (11) inches stock, no less than 12 font size shall be prepared by a state registered land surveyor in accordance with the minimum technical standards of F.S. § 472.027, and chapter 21HH-6, F.A.C., and attached as an exhibit to the petition. The survey shall also contain or depict the following information:

- a. An accurate drawing of the petition site;
- b. The boundaries of abutting properties;
- c. The square footage of the petition site; and
- d. Existing structures, utilities, easements, encroachments and other improvements, including but not limited to the location of overhead, underground or surface utility lines and equipment, ditches, fences, buildings, pathways and drainage structures contained on the petition site.

(4) *Location map.* A drawing measuring not less than eight and one-half (8½) inches by eleven (11) inches and no larger than eleven (11) inches by seventeen (17) inches which clearly and legibly identifies the location of the petition site in relation to the nearest public right-of-way, excluding the petition site, and all affected properties. The location map may be located on the survey in a separate block.

(5) *List of owners of affected property.* A complete list of all owners of affected property, their mailing addresses and legal description of the property owned. All owners of abutting property shall be so designated on this list. The petition shall state the source of the information used to compile the list and shall contain an affidavit of the preparer that to the best of his knowledge said list is complete and accurate. If the affected property is under the jurisdiction of an owner's association,



this requirement of notice to affected property owners may be fulfilled by mailing such notice to said owners association, provided, however, that all abutting property owners must also be separately notified. Said list shall be accompanied by a number ten (10) white envelope for each affected property owner and each petitioner as follows:

- a. The following return address shall be printed or typed thereon:  
Engineering and Public Works Department  
Attn: Land Development Division  
160 Australian Avenue, Suite 206  
P.O. Box 21229  
West Palm Beach, FL 33416-1229
  - b. It shall be pre-stamped with sufficient postage for certified, return receipt postage for addressees in the United States and registered mail postage for addresses in foreign countries.
  - c. A properly completed certified mail receipt or registered mail receipt, as applicable, shall be clipped to each envelope.
- (6) *Utility and drainage district approvals.* The written approval or consent of the utility providing service to or within the petition site shall be attached to the petition. In the case of any petition affecting drainage easements, canals, lakes or other water management systems, the written approval or consent of the drainage district(s) having jurisdiction over the petition site shall also be attached to the petition.
- (7) *Access to affected property.* The petition shall contain a statement that to the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other parts of the subdivision.
- (8) *Federal or state highway statement.* The petitioner shall certify that the petition site, or any portion thereof, is not a part of any state or federal highway and was not acquired or dedicated for state or federal highway purposes.
- (9) *Notice of intent.* Proof of publication of the notice of intent required by section 22-46 shall be attached to the petition.
- (10)

*Evidence of title.* The petition shall state the source of the petitioner's ownership or interest in and to the petition site, and a reference to the recording information for same. A copy of the source instrument shall be certified by the clerk of the circuit court and attached to the petition.

- (11) *Evidence of taxes paid.* The petition shall state that all state, municipal and county taxes on the petition site have been paid. The certificate of the tax collector's office showing payment of same (as payment is defined in section 177.101(4), Florida Statutes) shall be attached to the petition. If the petition site or any portion thereof is tax-exempt, the petition shall so state and a copy of the tax roll from the tax collector's office which shows such exemption shall be attached to the petition.
- (12) *Municipal resolution.* The petition shall state whether the petition site lies within the corporate limits of a municipality, within the unincorporated area, or both. If any portion of the petition site lies within the corporate limits of a municipality, the municipality shall first abandon its interest in the petition site by appropriate resolution, and a certified copy of the municipal resolution shall be attached to the petition.
- (13) *Fees.* The petition shall state whether the petition site is subject to the privilege fee, the amount of the fee, and that the application fee is submitted therewith. The petition shall include the appropriate documentation supporting the petitioner's calculation of the privilege fee.
- (14) *Justification.* The petition shall detail the relevant reasons in support of the request and granting of the petition.

(Ord. No. 86-18, § VIII, 6-24-86; Ord. No. 02-034, §§ 1, 2, 8-20-02)

Sec. 22-48. - Review of petition.

- (a) Each petition shall be reviewed by the department, the county planning, building and zoning department, and any governmental agency or county department deemed affected by the department. Upon receipt, the department shall distribute the petition to the reviewing departments and agencies. Within twenty (20) days of receipt of the petition, the reviewing departments and agencies shall submit a written report containing their findings and recommendations to the designated staff of the department. Upon receipt of all written reports, the department shall review the petition and reports and shall notify the petitioner in writing of any reasonable conditions to be performed prior to forwarding the petition and reports pursuant to



paragraph (b). Within ninety (90) days of receipt of the department's notification, the petitioner shall either comply with, agree and commit in writing to the conditions, or disagree in writing to the conditions. Failure to respond to the department's notification may result in a recommendation to deny the petition by the department.

- (b) After expiration of the ninety-day period above or sooner, if conditions are not imposed, or if imposed are responded to by the petitioner in the manner set forth above, the department shall forward the petition together with its findings and recommendations of same to the board of county commissioners for their review in accordance with this section. The department shall set the petition for public hearing in accordance with section 22-49 unless the petition is not subject to a public hearing pursuant to section 22-49, paragraph (c). If a public hearing is not required, upon its review the board shall adopt a resolution either approving or denying the petition. The board may reject a petition if a petition covering the same lands had been considered at any time within six (6) months of the date the later petition is submitted.
- (c) The department shall not be charged with the duty of:
  - (1) Searching the official records of the clerk of the circuit court and any other records in and for the county; or
  - (2) Any other investigation to determine the truth and accuracy of the statements and information contained in the petition and any attachments thereto.

(Ord. No. 86-18, § IX, 6-24-86)

Sec. 22-49. - Public hearing of petitions for abandonment of county rights-of-way and public easements for drainage of county rights-of-way.

- (a) *Required.* Pursuant to section 336.10, Florida Statutes, a public hearing shall be held for any petition for abandonment which affects a county right-of-way and public easements for drainage which service a county right-of-way.
- (b) *Time and place of hearing.* The board of county commissioners hereby exercise their authority as set forth in section 336.09, Florida Statutes, by authorizing and directing the department to establish a definite time and place to hold the public hearing required by section 336.10, Florida Statutes, and this chapter and to publish the notice of the hearing.
- (c)

*Publication of notice of public hearing.* Notice of such public hearing shall be published by the department in a newspaper of general circulation in the county one (1) time at least fourteen (14) days prior to the date set for the public hearing.

- (d) *Posting of notice of public hearing.* The department shall notify the petitioner of the date and time of the public hearing and shall direct the petitioner to post the property with a notice of petition to vacate. The petitioner shall place the notice in a conspicuous and easily visible location, abutting a public thoroughfare when possible, on the subject property at least ten (10) days prior to the public hearing.
- (e) *Mailing of notice of public hearing.* The department shall mail a copy of the notice of public hearing to each addressee in the envelope provided by petitioner pursuant to section 22-47, subsection (5).
- (f) *Testimony.* At the public hearing, all interested persons shall be entitled to be heard; however, the board may refuse to hear testimony that is repetitious, irrelevant or immaterial. If the board approves the petition, the board may vacate all or any portion of the subject property and may attach such conditions as the board may deem to be in the public interest.
- (g) *Notice of adoption of resolution.* If the board of county commissioners shall by resolution grant the petition, notice thereof shall be published one (1) time within thirty (30) days following the date of adoption of such resolution in a newspaper of general circulation published in the county. The proof of publication of the notice of public hearing, and the proof of publication of the notice of the adoption of the resolution, and a copy of the resolution shall be recorded in the public records.

(Ord. No. 86-18, § X, 6-24-86)

#### Sec. 22-50. - Recordation of resolution.

Upon adoption of a resolution approving a petition, a certified copy of same shall be filed in the public records in accordance with section 177.101 or section 336.10, Florida Statutes, whichever is applicable.

(Ord. No. 86-18, § XI, 6-24-86)

#### Sec. 22-51. - Effect of recording resolution of abandonment.

- (a)



For county rights-of-way, upon the recordation of the proof of publication of notice of public hearing, proof of publication of the notice of adoption of the resolution, and copy of the resolution in the public records, the interest of the rights-of-way so closed shall be vested in accordance with provisions of section 336.12, Florida Statutes.

- (b) For plats, or portions thereof, recordation in the public records of resolutions approving abandonment of a plat or a portion thereof shall have the effect of vacating all streets and alleys in accordance with section 177.101(5), Florida Statutes, and shall either return the vacated property to the status of unplatted acreage or shall vacate the first plat in accordance with section 177.101(1) or (2), Florida Statutes, as applicable.

(Ord. No. 86-18, § XII, 6-24-86)

Secs. 22-52—22-60. - Reserved.



## APPLICATION FOR CITY OF RIVIERA BEACH ADVISORY BOARD

*Please Note: Pursuant to 119.07 F.S. the information provided in this application is considered to be public record, except as provided by law.*

Board Applying For: Planning and Zoning

Name: Russell Barnes Home Address: 3000 N Ocean Dr (Apt 17A)

City: Riviera Beach State: FL Zip: 33404 Home Phone No: 9544151030

Work Phone No: 5614598979 Email Address: ru55ellbarnes3@hotmail.com

Are you currently serving on a City Board or Committee? YES ( ) NO (✓)

If so please indicate name: \_\_\_\_\_ Date of Service(s) \_\_\_\_\_

Are you available for day time meetings ( ) evening meetings (✓)

What would you hope to accomplish by participating if you are appointed?

Apply my knowledge of engineering and development to support the growth of my City.

Present Employer: Kimley-Horn Position: Principal

Address: 1920 Wekiva Way City: WPB State: FL Zip: 33411

Profession: Civil Engineer Length: 32 Years

How long have you practiced the above profession? 32 Years

Preferred mailing address: 3000 N Ocean Dr (Apt 17A); Riviera Beach, FL 33404

Could your occupation or employment present a conflict of interest on municipal subject matters discussed or decided upon by the Advisory Board? YES (✓) NO ( ) NOT SURE ( )

Please explain:

My company provides professional engineering and planning services. Some of our development clients may want to develop projects in Riviera Beach. In such a case, I would need to recuse myself.



Please explain your knowledge, experience, and interest in municipal functions; municipal charter, financing, Florida Constitution, and Florida Statutes pertaining to municipal law; if none, provide your experiences or skills in dealing with business or communication:

In my role as a consultant, I have represented clients in front of numerous Boards.

I have also served as the Town Engineer for Miami Lakes as a consultant and this role has given me great insight into municipal operations.

**EDUCATIONAL BACKGROUND**

Degree or Certificate

Institution

Course of Study

BS

North Carolina State Univ.

Civil Engineering

Are you registered and actively Vote in Palm Beach County? YES ( ☒ ) NO ( ☐ )

Are you currently participating in civic or community activities? YES ( ☒ ) NO ( ☐ )

If yes, explain: Active with my church and on a couple non profit Boards.

I understand the duties, rules and time commitment to the Advisory Board to which I have applied:

  
Signature

July 28, 2021  
Date

How did you learn about the Advisory Board?

City's website ( ☐ ) Community group ( ☐ ) Newspaper ( ☐ ) Other ( ☒ )

If you desire, resume may be attached; Florida Law may require you to file a Financial Disclosure Form. If so, you will be notified upon appointment to City Advisory Board.

Please return application and resume to:

**Office of the City Clerk  
600 West Blue Heron Blvd,  
Riviera Beach, FL 33404**

**FOR USE BY CITY OF RIVIERA BEACH**

Appointment by: \_\_\_\_\_ Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Orientation Date: \_\_\_\_\_ Notified by City Staff: \_\_\_\_\_

## R. Russell Barnes, P.E.

*Principal/Sr. Vice President*



### SPECIAL QUALIFICATIONS

- Russell is a senior engineer and project manager with 32 years of experience. He has provided project management and design support for sanitary sewer, water resources, municipal park design, corridor location studies, roadway design projects, and airport design projects in four states. His civil engineering experience includes drainage design, permitting, and the preparation of plans and specifications. His transportation planning experience includes roadway design, intersection and signal design, signing and pavement marking and Complete Streets planning and design.
- He has led infrastructure improvement efforts in numerous South Florida municipalities, including the cities of Miami, Miami Beach, Miami Lakes, Lake Worth Beach, South Miami, and the Towns of Palm Beach and Bay Harbor Islands

### EDUCATION AND TRAINING

Bachelor of Science, Civil Engineering, North Carolina State University, 1989

### REGISTRATIONS AND CERTIFICATIONS

Professional Engineer in Florida, #48592, February 1, 1994

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (ASCE)  
Institute of Transportation Engineers (ITE)

### PROJECT EXPERIENCE

**City of Miami Beach Public Works, Citywide Wastewater Inflow/Infiltration Study and Mitigation Program** — Project manager for the 150-mile citywide sewer evaluation and trenchless method rehabilitation design project. This highly successful program employed a multi-phased approach beginning with broad program development and proceeding with successively narrowing targets of further study, resulting in reconstruction of only those portions of the sanitary system that would provide substantial, cost-effective I/I elimination. The initial study identified 8 MGD of infiltration into the system. Subsequent phases involved identifying the sources of the I/I, designing corrective rehabilitations, and providing oversight of the construction. By working closely with rehabilitation contractors, Kimley-Horn was able to obtain some of the lowest per-unit costs in the country.

**Townwide Undergrounding of Utilities Program, Town of Palm Beach** — Principal-in-charge. Subsequent to a state of Florida mandate that FPL “storm harden” all vital infrastructure and utility lines statewide, resulting in the installation of taller, concrete electric poles, the Town of Palm Beach chose instead to convert all aerial electric, communication, and cable lines to an underground location. Kimley-Horn serves as program manager and prime consultant designing and permitting the underground conversion process in close coordination with FPL, AT&T and Comcast. Kimley-Horn first developed a master plan to outline the schedule, sequencing, phasing, management of traffic impacts, project delivery methods, data collection, public outreach, design criteria, and projected costs. At the same time, Kimley-Horn performed the detailed design of Phase 1 of the program, which is now complete.



## R. Russell Barnes, P.E.

### Relevant Experience, cont.

**Miami Lakes Downtown Phase I and II, and Lake Patricia Roadway Drainage Improvement Projects, Miami Lakes** — Principal-in-charge. Kimley-Horn was involved with the design and permitting services to implement a large roadway and drainage improvement project located in Downtown Miami Lakes. The project area consisted of Bull Run Road from NW 67th Avenue south to Ludlum Road and Miami Lakeway North from NW 67th Avenue to Miami Lakes Drive. It also included Main Street and Meadow Walk from Bull Run to Miami Lakeway North. The capital project included approximately one mile of roadway restoration/resurfacing and drainage improvements in residential/business areas, curbing and sidewalk improvements, a new outfall pipe, swale restoration, signing and pavement markings, and site restoration. The drainage improvements consisted of approximately 3,000 linear feet of exfiltration trench, approximately 2,500 linear feet of HDPE piping, approximately 40 drainage structures and one outfall structure and headwall. Kimley-Horn also provided construction phase services to expedite the project, confirm the project was built in accordance with the design plans, and to minimize impacts to the community during construction.

**Development of a Bikeway Network Plan, City of Doral** — Principal-in-charge of the Kimley-Horn team that prepared a Bikeway Network Master Plan for the City of Doral. Our scope of services began with the preparation of an initial conceptual Bikeway Network Map. The purpose of this map was to set the framework for the study by identifying potential bikeways for evaluation throughout the remainder of the study. Subsequent tasks included performing a data collection and existing conditions inventory, intergovernmental coordination, and public outreach. Based on the findings of these tasks, a proposed plan of bikeways was developed that builds upon and refines the conceptual Bikeway Network Map prepared in the initial task.

**OB Johnson Park, Hallandale Beach** — Principal for master planning, landscape architecture, engineering design and permitting services, as well as construction observation and administration for this 6.4-acre park. The park included a 42,000 SF multigenerational facility that included a teen center, indoor basketball courts, after school and senior programming, exercise room, administrative offices, and other accessory uses for computer and dance classes, food distribution, and other programming for all ages. The exterior park amenities included a walking trail, playground, tennis courts, a field house, and a football/soccer field. Additionally, the park improvements included a centrally located surface parking lot, site infrastructure and landscaping.

**Lake Worth Streetscape Design-Build, Lake Worth** — Project manager for this streetscape project in the City of Lake Worth. The project extended from I-95 to Dixie Highway along 6th Avenue and 10th Avenue. This was part of an effort by the Community Redevelopment Agency to improve major roads in their community. Kimley-Horn teamed with Burkhardt Construction, Inc., on this design/build project.

**North Bay Village Main Wastewater Pump Station Rehabilitation, North Bay Village** — Member of the Kimley-Horn team responsible for development of design, permitting, and construction phase services for the rehabilitation of the City's main wastewater pump station. The project included analyzing the existing pumping and control equipment to evaluate present operating parameters and to develop a rehabilitation approach to increase system efficiency, reduce system maintenance, and provide a reliable, redundant pump station to better serve the City. Existing shaft driven wastewater pumps were converted to submersible pumps for use in a dry pit area and the complete control system was upgraded including a new Citywide SCADA system. The design approach required construction coordination and planning to keep the existing station in service during the rehabilitation and service upgrade process.

**Clematis Streetscape, West Palm Beach** — Utilities task manager responsible for coordination of installation through this highly sensitive retail district. Because of public involvement and consensus building, design solutions were implemented without negatively impacting the highly sensitive and fragile retail environment. Other services included construction document preparation and development of revitalization strategies

## R. Russell Barnes, P.E.

### Relevant Experience, cont.

**Brickell City Centre, Miami** — Principal-in-charge. Located at the core of the City's financial district, Brickell City Centre is a nine-acre mixed-use development—and one of the largest projects ever built in the City of Miami. The site comprises three city blocks. The \$1.05 billion project includes 2.9 million square feet of retail, office, residential, and entertainment space. The parking demand for this proposed development will be satisfied by the construction of a two-level subterranean parking garage, which will extend beneath the right of way for full connectivity between the three blocks. This LEED® Neighborhood Certified project will also include sustainable elements such as a climate ribbon, green roofs and cisterns for irrigation use. As the engineer of record, Kimley-Horn is providing an array of civil engineering, transportation planning, and traffic engineering services.

**Boynton Beach Boulevard Extension and Promenade, Boynton Beach** — Project manager for the extension of Boynton Beach Boulevard to the Intracoastal Waterway and the creation of a boardwalk along the water. Involved in the planning, design, coordination, and plans production of this streetscape project funded by the City of Boynton Beach Community Redevelopment Agency. The project included extensive environmental permitting, utility coordination for future development, and traffic calming measures. The scope of services included the design of the roadway, utilities (including water, sewer, drainage, and electric), the layout and design of a 500-foot promenade/boardwalk, and 1,300 feet of Riverwalk on the Intracoastal.

**City of Kissimmee CRA Design-Build Consultant Lakefront Redevelopment, Kissimmee** — Project manager on the Kimley-Horn team selected as part of a design/build team to provide planning/design and permitting for the Kissimmee CRA. We will be working with the CRA to redevelop a waterfront park, the streets within the CRA, and upgrade the utilities within the area. This project is starting with the planning of the proposed improvements.

**Martin Luther King (MLK) Boulevard for Boynton Beach Community Redevelopment Agency (CRA), Boynton Beach** — Project manager. Kimley-Horn provided the initial planning and design services for MLK Boulevard between Seacrest Boulevard and US 1. This section of MLK Boulevard is currently a two-lane roadway with parallel parking along both sides. The roadway is somewhat limited as it relates to pedestrian features, such as wide sidewalks and hardscape elements. There are no shade trees along the corridor and very limited additional landscaping. The plans for this section of roadway included the reconstruction of the entire roadway with dedicated parking, landscaping, wider sidewalks, and more pedestrian features.

**Dr. Martin Luther King, Jr. (MLK) Boulevard Beautification Master Plan and Façade Design Standards, Miami** — Project manager. This project included developing a two-part master plan for the MLK Boulevard corridor within the City of Miami. The first part of the master plan involved developing beautification standards for right-of-way elements along the corridor. The second part of the master plan included developing specific façade improvement standards for existing and future buildings along the corridor. The overall goal is to enhance the physical appearance, retail potential and cultural character of the corridor to create a higher degree of living standard and economic vitality in the neighborhood. The project included a heavy emphasis on public involvement and participation.

**ITS and Smart Parking System Program Management, Miami Beach** — QA/QC reviewer. Kimley-Horn is developing a project system engineering management plan, concept of operations, project plan, and procurement documents for a Smart Cities initiative combining ITS and smart parking. The project will deploy cameras, arterial dynamic message signs, vehicle detection, parking occupancy information to communicate real time traffic and parking conditions throughout the City. Also through this contract, Kimley-Horn is providing hot spot signal timing support for the City of Miami Beach in coordination with Miami-Dade County.

**Resorts World Miami** — Principal-in-charge. Resorts World Miami is an urban mixed-use development with multiple towers and underground parking. Kimley-Horn is providing a full array of consulting services for this project which includes preliminary entitlements, environmental remediation, utility master planning, platting, parking analysis, roadway design, and transportation and traffic services.





# Planning and Zoning Board

## 2021 Meeting Schedule

### Meeting Dates

**City of Riviera Beach**  
Department of  
Development Services  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

Phone: 561-841-0203  
Fax: 561-845-4038  
General Email:  
[poc@rivierabeach.org](mailto:poc@rivierabeach.org)

*The Planning and Zoning  
Board meets on the second  
(and occasional fourth)  
Thursday of the month.*

*Meetings are held at the  
Marina Event Center located  
at 190 E. 13th St. Riviera  
Beach, beginning promptly  
at 6:30 p.m.*

<del>January 14 &amp; 28, 2021</del>
February 11 & 25, 2021
March 11 & 25, 2021
April 08 & 22, 2021
May 13 & 27, 2021
June 10 & 24, 2021
July 08 & 22, 2021
August 12 & 26, 2021
September 09 & 23, 2021
October 14 & 28, 2021
November 04, 2021
December 16, 2021