

**ORIGINAL**

**BEFORE THE STATE OF FLORIDA  
FLORIDA HOUSING FINANCE CORPORATION**

EVERNIA PLACE PARTNERS, LP,

Petitioner,  
vs.

FHFC No. 2012-040UC  
Application No. 2011-165C

FLORIDA HOUSING FINANCE  
CORPORATION,

Respondent.  
\_\_\_\_\_ /

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FLORIDA HOUSING  
FINANCE CORPORATION

**PETITION FOR ADMINISTRATIVE HEARING**

Pursuant to Section 120.569 and .57, Florida Statutes (F.S.) and Rule 67-48.005(5), Florida Administrative Code (F.A.C.), Petitioner, Evernia Place Partners, LP ("Evernia") requests an administrative hearing to challenge FLORIDA HOUSING FINANCE CORPORATION's ("Florida Housing") scoring actions concerning Universal Cycle Application No. 2011-061C ("Village Square"). In support of this Petition, Evernia provides as follows:

1. Evernia is a Florida limited partnership with its address at 5604 PGA Boulevard, Suite 100, Palm Beach Gardens, Florida 33418. Evernia is in the business of providing affordable rental housing units.

2. Florida Housing is the state agency delegated the authority and responsibility for administering and awarding funds pursuant to Chapter 420, F.S., and Rules 67-21 and 67-48, F.A.C.

**Nature of the Controversy**

3. On December 6, 2011, Evernia applied to Florida Housing for funding pursuant to the Low Income Housing Tax Credit Program (LIHTC). The purpose of the requested funds was to supplement the construction of a 84 unit affordable housing apartment complex in West Palm Beach, Florida, named Evernia Place.

4. Pursuant to section 420.5099, Florida Statutes, Florida Housing is the designated “housing credit agency” for the State of Florida and administers Florida’s low-income housing tax credit program. Through this program, Florida Housing allocates Florida’s annual fixed pool of federal tax credits to developers of affordable housing.

5. The tax credits allocated annually to each state are awarded by state “housing credit agencies” to single-purpose applicant entities created by real estate developers to develop specific multi-family housing projects. An applicant entity will then sell this ten-year stream of tax credits, typically to a “syndicator,” with the sale proceeds generating much of the funding necessary for development and construction of the project. The equity produced by this sale of tax credits in turn reduces the amount of long-term debt required for the project, making it possible to operate the project at rents that are affordable to low-income and very-low-income tenants.

6. The United States Congress has created a program, governed by Section 42 of the Internal Revenue Code (“IRC”), by which federal income tax credits are allotted annually to each state on a per capita basis to encourage private developers to build and operate affordable low-income housing for families. These tax credits entitle the holder to a dollar-for-dollar reduction in the holder’s federal tax liability, which can be taken for up to ten years if the project continues to satisfy all IRC requirements.

**The 2011 Universal Application Cycle**

7. Because Florida Housing’s available pool of federal tax credits each year is limited, qualified projects must compete for this funding. To assess the relative merits of proposed projects, Florida Housing has established a competitive application process pursuant to Chapter 67-48, F.A.C. Specifically, Florida Housing’s application process for 2011, as set forth in Rules 67-48.002-.005, F.A.C., involves the following:



- (a) The publication and adoption by rule of an application package;
- (b) The completion and submission of applications by developers;
- (c) Florida Housing's preliminary scoring of applications;
- (d) An initial round of administrative challenges in which an applicant may take issue with Florida Housing's scoring of another application by filing a Notice of Possible Scoring Error ("NOPSE")
- (e) Florida Housing's consideration of the NOPSEs submitted, with notice to applicants of any resulting change in their preliminary scores;
- (f) An opportunity for the applicant to submit additional materials to Florida Housing to "cure" any items for which the applicant received less than the maximum score;
- (g) A second round of administrative challenges whereby an applicant may raise scoring issues arising from another applicant's cure materials by filing a Notice of Alleged Deficiency ("NOAD");
- (h) Florida Housing's consideration of the NOADs submitted, with notice to applicants of any resulting change in their scores;
- (i) An opportunity for applicants to challenge, via informal or formal administrative proceedings, Florida Housing's evaluation of any item for which the applicant received less than the maximum score; and
- (j) Final scores, ranking, and allocation of tax credit funding to applicants through the adoption of final orders.

8. At the completion of this process a Final Score is assigned to each Application. Based on these Final Scores, and a series of Tie Breakers, Applications are then ranked. Funds are awarded to applicants starting with applicable preferences and set asides and the highest scoring applicants, until the available funds are exhausted. Applicants compete for funds, against other applicants.

### **Everina's Application**

9. Based on a review of Florida Housing's Final Ranking dated June 8, 2012, Evernia received a final score of 79 out of a possible 79 points for its application. Evernia received 6 out of 6 Ability-To-Proceed and 31.5 out of 37 Proximity Tie-Breaker points, and was deemed to have passed threshold. This score would have placed Evernia in the funding range "but for" Florida Housing's scoring of other Applications. Florida Housing's scoring actions concern whether the Application No. 2011-061C (Village Square) was correctly scored and ranked.

10. As will be explained more fully below, Florida Housing's scoring action is erroneous.

### **Substantial Interests Affected**

11. As an applicant for funds allocated by Florida Housing, Evernia's substantial interests are adversely affected by the scoring decisions here. The final scoring actions of Florida Housing resulted in Evernia's application being displaced from the funding range. Since the purpose of the tax credit program in general is to provide funding to developers of apartment projects for low income residents, then Evernia's interests are adversely and substantially affected by the loss of funding. Indeed, without the requested funding, Evernia's ability to provide much needed affordable housing units will be severely jeopardized.

### **Application #2011-061C**

#### **Proximity Tie Breaker Points Community Center**

12. The Universal Application process allows applicants to earn additional Proximity Tie-Breaker Points based upon the distance between a proposed Development Site and listed Services. An applicant may receive points based on a proposed projects proximity to Transit



Services including Public Bus Stop, Public Bus Transfer Stop, Public Bus Rapid Transit Stop, or Public Rail Station. Proximity points may also be awarded for Tier 1 Services including a Grocery Store, Public School, Senior Center, and Medical facility or Tier 2 Services including a Public Park, Community Center, Pharmacy or Public Library.

13. As a cure to maximize Proximity Tie-Breaker Points, Village Square submitted a revised Exhibit 25, which identified a new "Community Center". Village Square chose to utilize the Delray Beach Public Library as its community center. This is the same facility designated by Village Square as its "Public Library". (See Attachment A)

14. The definition of "community center" in the Universal Application Instruction requires, in part, that the facility be "...listed with and maintained by a Local Government department that manages community center...". The Delray Beach Public Library is not listed with or maintained by the parks and recreation departments for either the City of Delray Beach or for Palm Beach County. The parks and recreation Department of those respective governmental entities are the local government departments that manage community centers. As such, the Delray Beach Public Library does not qualify as a "community center." (See Attachment B)

15. Within the City of Delray Beach website, Recreation/Community Centers are listed under "Parks and Recreation" and then "Parks and Other Facilities". The Delray Beach Public Library is not listed with the Local Government department that manages community centers for the City of Delray Beach. (See Attachment B)

16. The Delray Beach Public Library is a 501(c)3 non-profit organization and is not a Local Government as defined by Rule 67-48 or Section 420.503, F.S.

Rule 67-48.002(75) defines Local Government as follows:

"Local Government" means local government as defined in Section 420.053, .F.S.

Section 420.503(22), defines "Local Government" as follows:  
"A unit of a local general-purpose government defined in Section 218.31(2), Section 218.31(2) provides the definition of "Unit of local general-purpose government", meaning a county or a municipality established by general or special law. Note that this does not include housing authorities, which are included under the definition of Section 218.31(1).

The Delray Beach Public Library is not listed with the Local Government departments that manage other Community Centers for either the City of Delray Beach or Palm Beach County. It is a 501(C)3 non-profit organization, which is not a Local Government as defined by Rule 67-48.002(75) or Section 420.503(22), F.S. and therefore, should not be awarded Tier 2 Proximity Points for a Community Center.

17. As a policy matter Florida Housing did not intend for Public Libraries to also meet the definition of "Community Center"; otherwise, Florida Housing would not have created separate Tier 2 service points for the two separate types of facilities. More specifically, page 39 of the Application Instructions specifically provides that an applicant may not use a Tier 2 Service (such as a library) for multiple points items (i.e. as a community center) unless they are separate functioning services that are housed at the same location. Village Square provided no evidence that the Delray Beach library provides separate functioning services as a community center. This issue was timely raised in a NOAD, (See Attachment C) however, Florida Housing none the less erroneously awarded proximity tie-breaker points. (See Attachment D)

#### **Scattered Sites**

18. The Universal Application at Part III asks an applicant to provide information concerning the proposed development. Specifically, at Part III, Section (A)(2)(c), the



Application requires the Applicant to disclose "whether the proposed development will consist of "Scattered Sites." "Scattered Sites" is defined at Rule 67-48.002(105), F.A.C. as follow:

(105) "Scattered Sites," as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within Scattered Site Development, a "Scattered Site"). For purposes of this definition "contiguous" means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement, provided the easement is not a roadway or street.

19. If a Development Site consists of Scattered Sites, the Universal Application Instructions requires the applicant to submit an Exhibit 19 containing the Address, total number of units, and latitude and longitude coordinates for each of the Scattered Sites. Here Village Square failed to provide an Exhibit 19, which would indicate that the development consists of Scattered Sites. The development site consists of two parcels which are separated by SW 12<sup>th</sup> Terrace. Therefore the site has two Scattered Sites indicated as follows:

1. Southeast Corner of SW 7<sup>th</sup> Street and SW 12<sup>th</sup> Terrace (the site with the Tie-Breaker Measurement Point)
2. Southeast Corner of SW 7<sup>th</sup> Street and Auburn Avenue (development location per application)

20. The Site Control documentation provided by Village Square includes a ground lease from Delray Beach Housing Authority. Exhibit A of this ground lease includes the two property information pages from the Public Records of Palm Beach County for the parcels covered by the ground lease, the North Portion together with the South Portion. The sites are separated by SW 12<sup>th</sup> Terrace. Village Square indicated that these two parcels are contiguous (not a Scattered Site when taken together) and therefore only provided one address for the two parcels, when two should have been provided. (See Attachment E)

21. (105) "Scattered Sites," as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within Scattered Site Development, a "Scattered Site"). For purposes of this definition "contiguous" means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement, provided the easement is not a roadway or street. Village Square should have included the Southeast Corner of SW 7<sup>th</sup> Street and Auburn Avenue parcel as an additional Scattered Site listed in Exhibit 19, indicated its latitude and longitude, as well as a number of units. Pursuant to the 2011 Universal Application Instructions, "Each page of the applicable exhibit of the Application must be accurately completed, and Applicants must provide all requested information. Failure to provide the requested information and documentation shall result in failure to meet threshold for threshold items, failure to achieve maximum points for point items..." The applicant failed to provide all of the required information; therefore the Application fails threshold.

22. Further, in order to receive Ability To Proceed Tie-Breaker Points, evidence of availability of each type of infrastructure, site plan approval, and evidence of appropriate zoning must be provided for all sites if the proposed Development consists of Scattered Sites. The Applicant failed to provide this evidence for all Scattered Sites in Exhibits 26, 28, 29, 230, 31, and 32; therefore the Applicant should receive zero points for the Ability To Proceed Points and should have failed threshold. These issues were properly raised in a NOPSE, however, Florida Housing erroneously ignored the issues and failed to score the Application consistent with the Universal Application Instructions. (See Attachment F)



### Site Plan Approval

23. The Universal Application at Part III Section (C.) requires an applicant to provide information concerning the Ability To Proceed with the proposed development. Included in this threshold requirement is information concerning the status of site plan or plat approval.

24. In response to this requirement Village Square submitted Local Government Verification of Status of Site Plan Approval for Multifamily Developments form as Exhibit 26 and the selected option on the form indicates that:

"although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed."

(See Attachment G)

25. In reviewing the documents submitted to the City of Delray Beach to obtain the executed Exhibit 26 Village Square submitted an Overall Site Plan for the Development Location for SE Corner of SW 7<sup>th</sup> Street and Auburn Avenue. The plan was approved with 34 Conditional Use requests. Although Village Square may revise the Final Site Plan to conform to all of the Conditional Uses, as submitted to the Planning and Zoning Department on July 15, 2011, the site plan currently does not meet ALL the Conditional Uses and therefore the Site Plan should not have been approved in accordance with the Planning and Zoning Staff Report. Since the Applicant did not meet all of the required Conditional Uses, per the City of Delray Beach the Conceptual Site Plan, Exhibit 26 should not have been accepted and Village Square should have lost its Ability To Proceed Tie-Breaker Points and fail threshold. These issues were properly raised in a NOPSE, however, Florida Housing failed to properly score the Village Square Application.

## Zoning Approval

26. Village Square submitted Local Government Verification that Development is Consistent with Zoning and Land Use Regulation form at Exhibit 32 and selected option on the form #(1) which indicates that:

"the number of units (not buildings) allowed for this development site (if restricted) is: 144..."

27. Upon request, the City of Delray Beach provided a link to the documents submitted by Village Square to obtain the Zoning Verification Form. Based on those documents there are 34 Conditional Use requirements that the Applicant has to meet in order to receive the appropriate zoning to achieve 144 units. The current RM zoning designation, per the City of Delray Beach allows for 12 units per acre, which density increase is contingent upon all 34 Conditional Use requirements being satisfied. These Conditional Use requirements have not been satisfied and this issue was presented to Florida Housing in a timely NOPSE. (See Attachment H)

28. The Universal Application Instructions clearly provides that "The verification form must demonstrate that as of the date that signifies the Application Deadline for the 2011 Universal Cycle the proposed site is appropriately zoned and consistent with local land use regulations regarding density and intended use..." As of the Application Deadline, the zoning density for this project was 12 units per acre. At some point in the future, if all 34 Conditional Use requirements are satisfied, the zoning density may increase to 13.91 units per acre, which would only then allow the project to achieve its desired density of 144 units. In effect, by tying the satisfaction of multiple conditions to an increase in zoning density, rather than the more standard practice of making satisfaction of these conditions a requirement of final site plan approval, the City of Delray Beach has made it impossible for the Applicant to satisfy the zoning

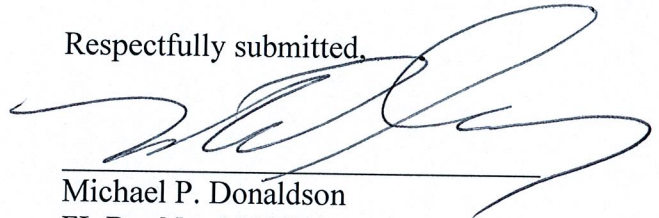


requirement of Florida Housing as of the Application Deadline, notwithstanding the execution of Exhibit 32 by a City official.

29. Since Village Square submitted a Zoning Verification Exhibit 32 which is subject to the future satisfaction of 34 Conditional Use requirements in order to receive an increase in zoning density, Exhibit 32 should not have been accepted and the Application should have lost its Ability To Proceed Tie-Breaker Points for zoning and also fail threshold.

WHEREFORE, Evernia requests that it be granted an administrative proceeding to contest Florida Housing's erroneous scoring decisions. To the extent there are disputed issues of fact, this matter should be forwarded to the Division of Administrative Hearings. Ultimately, Evernia requests the entry of a Recommended and Final Order which finds that: Florida Housing's scoring decision as to Application No. 2011-061C were erroneous and but for those erroneous scoring decisions Evernia would have been funded. Evernia would also request that it be funded from the next available allocation.

Respectfully submitted,

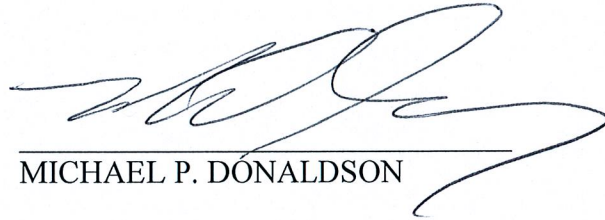


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Counsel for Applicant

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the original of the foregoing has been filed by Hand Delivery with the Agency Clerk, Florida Housing Finance Corporation, 227 N. Bronough Street, Suite 5000, Tallahassee, FL 32301; and a copy furnished to Della Harrell, Agency Clerk, Florida Housing Finance Corporation, 227 N. Bronough St., Suite 5000, Tallahassee, FL 32301, this 2nd day of July, 2012.



MICHAEL P. DONALDSON



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# ATTACHMENT A

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**2011 CURE FORM**

(Submit a SEPARATE form for EACH reason relative to EACH Application Part, Section, Subsection, and Exhibit)

This Cure Form is being submitted with regard to **Application No. 2011-061C** and pertains to:

Part III Section A. Subsection 10.a Exhibit No. 25 (if applicable)

The attached information is submitted in response to the 2011 Universal Scoring Summary Report because:

- 1. Preliminary Scoring and/or NOPSE scoring resulted in the imposition of a failure to achieve maximum points, a failure to achieve threshold, and/or a failure to achieve maximum proximity points relative to the Part, Section, Subsection, and/or Exhibit stated above. Check applicable item(s) below:

|   | 2011 Universal Scoring Summary Report | Created by:              |                                     |
|---|---------------------------------------|--------------------------|-------------------------------------|
|   |                                       | Preliminary Scoring      | NOPSE Scoring                       |
| <input type="checkbox"/> Reason Score Not Maxed                       | Item No. ____S                        | <input type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/> Reason Ability to Proceed Score Not Maxed    | Item No. ____A                        | <input type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/> Reason Failed Threshold                      | Item No. ____T                        | <input type="checkbox"/> | <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> Reason Proximity Points Not Maxed | Item No. 6P                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Additional Comment                           | Item No. ____C                        | <input type="checkbox"/> | <input type="checkbox"/>            |

- 2. Other changes are necessary to keep the Application consistent:  
This revision or additional documentation is submitted to address an issue resulting from a cure to Part \_\_\_\_ Section \_\_\_\_ Subsection \_\_\_\_ Exhibit \_\_\_\_ (if applicable).



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Brief Statement of Explanation regarding  
Application 2011 – 061C

Provide a separate brief statement for each Cure

The Applicant is providing a new Exhibit 25 with a different Community Center in response to a NOPSE Finding that the originally submitted Community Center did not qualify for Proximity Tie-Breaker Points.



2011 UNIVERSAL CYCLE - SURVEYOR CERTIFICATION FOR COMPETITIVE HC APPLICATIONS

Name of Development: Village Square

(Part III.A.1. of the 2011 Universal Cycle Application)

SE corner of SW 7th St and Auburn Ave, Delray Beach

Development Location \*:

(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county) \* If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Tie-Breaker Measurement Point is located.)

The undersigned Florida licensed surveyor confirms that the method used to determine the following latitude and longitude coordinates conforms to Rule 61G17-6, F.A.C.:

|   |                 |               |  |                 |               |  |
|---|-----------------|---------------|--|-----------------|---------------|--|
| State the Tie-Breaker Measurement Point, 1. | N 26<br>Degrees | 26<br>Minutes | 59.6<br>Seconds<br>(truncated after 1 decimal place) | W 80<br>Degrees | 05<br>Minutes | 09.5<br>Seconds<br>(truncated after 1 decimal place) |
|---|-----------------|---------------|--|-----------------|---------------|--|

If the Development consists of Scattered Sites, is a part of the boundary of each Scattered Site located within 1/2 mile of the Scattered Site with the most units?  
 Yes or  No (Must check one if Development consists of Scattered Sites.)<sup>2</sup>

To be eligible for proximity tie-breaker points, Degrees and Minutes must be stated as whole numbers and Seconds must be truncated after 1 decimal place. The Corporation will utilize Street Atlas USA 2010, published by DeLorme, to determine the proximity of an eligible service to the proposed Development's Tie-Breaker Measurement Point.

Transit Service - State the latitude and longitude coordinates for one (1) Transit Service on the chart below.<sup>3</sup>

| Public Bus Stop   | Latitude        |               |   | Longitude       |               |   |
|---|-----------------|---------------|---|-----------------|---------------|---|
|   | N<br>Degrees    | Minutes       | Seconds (truncated after 1 decimal place)         | W<br>Degrees    | Minutes       | Seconds (truncated after 1 decimal place)         |
| Public Bus Transfer Stop or Public Bus Rapid Transit Stop | N               |               | Seconds (truncated after 1 decimal place)         | W               |               | Seconds (truncated after 1 decimal place)         |
| Public Rail Station                                       | N 26<br>Degrees | 27<br>Minutes | 14.4<br>Seconds (truncated after 1 decimal place) | W 80<br>Degrees | 05<br>Minutes | 27.9<br>Seconds (truncated after 1 decimal place) |

Tier 1 and Tier 2 Services - State the Name, Address and latitude and longitude coordinates of the closest service(s) on the chart below.<sup>3</sup>

| Tier 1 Services:  | Latitude        |               |   | Longitude       |               |   |
|---|-----------------|---------------|---|-----------------|---------------|---|
|   | N<br>Degrees    | Minutes       | Seconds (truncated after 1 decimal place)         | W<br>Degrees    | Minutes       | Seconds (truncated after 1 decimal place)         |
| Grocery Store:<br>Name - Super Target<br>Address - 1200 Linton Blvd                     | N 26<br>Degrees | 26<br>Minutes | 15.1<br>Seconds (truncated after 1 decimal place) | W 80<br>Degrees | 05<br>Minutes | 05.1<br>Seconds (truncated after 1 decimal place) |
| Public School:<br>Name - Village Academy Elementary<br>Address - 400 SW 12th Ave        | N 26<br>Degrees | 27<br>Minutes | 15.6<br>Seconds (truncated after 1 decimal place) | W 80<br>Degrees | 05<br>Minutes | 08.5<br>Seconds (truncated after 1 decimal place) |
| Medical Facility:<br>Name - Delray Beach Health Center<br>Address 225 S Congress Ave    | N 26<br>Degrees | 27<br>Minutes | 23.4<br>Seconds (truncated after 1 decimal place) | W 80<br>Degrees | 05<br>Minutes | 34.3<br>Seconds (truncated after 1 decimal place) |
| Senior Center:<br>Name -<br>Address -   | N<br>Degrees    | Minutes       | Seconds (truncated after 1 decimal place)         | W<br>Degrees    | Minutes       | Seconds (truncated after 1 decimal place)         |
| Tier 2 Services:  | Latitude        |               |   | Longitude       |               |   |
| Public Park:<br>Name - Cathrine Strong Park<br>Address - 1500 SW 6th St                 | N 26<br>Degrees | 27<br>Minutes | 05.4<br>Seconds (truncated after 1 decimal place) | W 80<br>Degrees | 05<br>Minutes | 17.6<br>Seconds (truncated after 1 decimal place) |
| Community Center:<br>Name - Delray Beach Public Library<br>Address - 100 W Atlantic Ave | N 26<br>Degrees | 27<br>Minutes | 40.0<br>Seconds (truncated after 1 decimal place) | W 80<br>Degrees | 04<br>Minutes | 29.8<br>Seconds (truncated after 1 decimal place) |
| Pharmacy:<br>Name - Linton Square Pharmacy<br>Address - 1505 S Congress Ave             | N 26<br>Degrees | 26<br>Minutes | 27.8<br>Seconds (truncated after 1 decimal place) | W 80<br>Degrees | 05<br>Minutes | 29.2<br>Seconds (truncated after 1 decimal place) |
| Public Library:<br>Name - Delray Beach Public Library<br>Address 100 W Atlantic Ave     | N 26<br>Degrees | 27<br>Minutes | 40.0<br>Seconds (truncated after 1 decimal place) | W 80<br>Degrees | 04<br>Minutes | 29.8<br>Seconds (truncated after 1 decimal place) |

If the Corporation discovers that there are any false statements made in this certification, the Corporation will forward a copy to the State of Florida Department of Business and Professional Regulation for investigation.

**CERTIFICATION** - Under penalty of perjury, I declare that the foregoing statement is true and correct.

Signature: [Signature] Michael J. Miller, P.L.S.  
 Print or Type Name and Title of Signatory: Michael J. Miller, P.L.S.  
 Florida License Number: 4034  
 Address (street address, city, state): 4034 Lake Ave, Lake Worth, FL  
 Telephone Number (including area code): 561-586-2669

UA1078 (08/11) 67-11,001(1)(a), 21.001(1)(a), F.A.C.

Provide Behind a Tab Labeled "Exhibit 25"

This certification requires two pages. This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. If the certification is inappropriately signed, the Application will not be eligible to receive proximity tie-breaker points. If this certification contains corrections or "white-out", or if it is scanned, imaged, altered, or retyped, the Application will not be eligible to receive proximity tie-breaker points. The Application may still be eligible for automatic points. The certification may be photocopied. To be considered for scoring purposes, at least page 1 of this 2 page certification form must be provided by the Applicant.



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<sup>1</sup> Tie-Breaker Measurement Point means a single point selected by the Applicant on the proposed Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. For a Development which consists of Scattered Sites, this means a single point on one of the Scattered Sites which comprise the Development site that is located within 100 feet of a residential building existing or to be constructed as part of the proposed Development. In addition, the Tie-Breaker Measurement Point must be located on the site with the most units.

<sup>2</sup> If the proposed Development meets the definition of Scattered Sites, a part of the boundary of each Scattered Site must be located within 1/2 mile of the Scattered Site with the most units. "Scattered Sites," as applied to a single Development, means a Development site that, when taken as a whole, is comprised of real property that is not contiguous (each such non-contiguous site within a Scattered Site Development, a "Scattered Site"). For purposes of this definition "contiguous" means touching at a point or along a boundary. Real property is contiguous if the only intervening real property interest is an easement provided the easement is not a roadway or street. (See Rule 67-48.007, F.A.C.)

<sup>3</sup> The latitude and longitude coordinates for all Proximity Services must represent a point as outlined below. The coordinates for each service must be stated in degrees, minutes and seconds, with the degrees and minutes stated as whole numbers and the seconds truncated after one decimal place. If the degrees and minutes are not stated as whole numbers and the seconds are not truncated after one decimal place, the Applicant will not be eligible for proximity tie-breaker points for that service.

The Corporation will utilize Street Atlas USA 2010, published by DeLorme, using the method described below, to determine the proximity of an eligible service to the proposed Development's Tie-Breaker Measurement Point.

| Service  | Location where latitude and longitude coordinates must be obtained   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
|--|--|--------------|--------------------------------|---------------------------|----------------------------|-----------------------|----------------------------|----------------|----------------------------|--------------------------|----------------------------|-------------------|----------------------------|------------------|----------------------------|----------------------|----------------------------|------------------|----------------------------|-----------------------------|----------------------------|------------------------|---------------------------|----------------------|----------------------------|------------------------------|---------------------------|
| Grocery Store, Public School, Medical Facility, Community Center, Senior Center, Public Library and Pharmacy | Coordinates must represent a point that is on the doorway threshold of an exterior entrance that provides direct public access to the building where the service is located.   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Public Park  | Coordinates must represent a point that is on the premises; however, the point may not be located in the parking lot, street, or any area that is not intended for recreational activities. Additionally, if the area intended for recreational activities is enclosed, the coordinates must represent the public ingress/egress point of entry to the enclosed area.  |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop and Public Rail Station             | With the exception of SunRail Rail Stations, coordinates must represent the location where passengers may embark and disembark the bus or train. SunRail Rail Stations coordinates must represent the coordinates listed below: <table border="1" data-bbox="662 877 1230 1115"> <thead> <tr> <th>Station Name</th> <th>Latitude/Longitude Coordinates</th> </tr> </thead> <tbody> <tr> <td>Altamonte Springs Station</td> <td>N 28 39 50.1, W 81 21 23.4</td> </tr> <tr> <td>Church Street Station</td> <td>N 28 32 20.3, W 81 22 50.6</td> </tr> <tr> <td>DeBary Station</td> <td>N 28 51 20.3, W 81 19 24.1</td> </tr> <tr> <td>Florida Hospital Station</td> <td>N 28 34 21.8, W 81 22 17.4</td> </tr> <tr> <td>Lake Mary Station</td> <td>N 28 45 31.8, W 81 19 04.3</td> </tr> <tr> <td>Longwood Station</td> <td>N 28 42 04.1, W 81 20 43.4</td> </tr> <tr> <td>LYNX Central Station</td> <td>N 28 32 52.2, W 81 22 51.0</td> </tr> <tr> <td>Maitland Station</td> <td>N 28 38 03.7, W 81 21 44.7</td> </tr> <tr> <td>Orlando Amtrak/ORMC Station</td> <td>N 28 31 39.5, W 81 22 55.6</td> </tr> <tr> <td>Sand Lake Road Station</td> <td>N 28 27 11.3, W 81 22 1.0</td> </tr> <tr> <td>Sanford/SR46 Station</td> <td>N 28 48 49.8, W 81 17 56.9</td> </tr> <tr> <td>Winter Park/Park Ave Station</td> <td>N 28 35 51.5, W 81 21 6.0</td> </tr> </tbody> </table> | Station Name | Latitude/Longitude Coordinates | Altamonte Springs Station | N 28 39 50.1, W 81 21 23.4 | Church Street Station | N 28 32 20.3, W 81 22 50.6 | DeBary Station | N 28 51 20.3, W 81 19 24.1 | Florida Hospital Station | N 28 34 21.8, W 81 22 17.4 | Lake Mary Station | N 28 45 31.8, W 81 19 04.3 | Longwood Station | N 28 42 04.1, W 81 20 43.4 | LYNX Central Station | N 28 32 52.2, W 81 22 51.0 | Maitland Station | N 28 38 03.7, W 81 21 44.7 | Orlando Amtrak/ORMC Station | N 28 31 39.5, W 81 22 55.6 | Sand Lake Road Station | N 28 27 11.3, W 81 22 1.0 | Sanford/SR46 Station | N 28 48 49.8, W 81 17 56.9 | Winter Park/Park Ave Station | N 28 35 51.5, W 81 21 6.0 |
| Station Name   | Latitude/Longitude Coordinates   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Altamonte Springs Station  | N 28 39 50.1, W 81 21 23.4   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Church Street Station  | N 28 32 20.3, W 81 22 50.6   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| DeBary Station   | N 28 51 20.3, W 81 19 24.1   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Florida Hospital Station   | N 28 34 21.8, W 81 22 17.4   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Lake Mary Station  | N 28 45 31.8, W 81 19 04.3   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Longwood Station   | N 28 42 04.1, W 81 20 43.4   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| LYNX Central Station   | N 28 32 52.2, W 81 22 51.0   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Maitland Station   | N 28 38 03.7, W 81 21 44.7   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Orlando Amtrak/ORMC Station  | N 28 31 39.5, W 81 22 55.6   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Sand Lake Road Station   | N 28 27 11.3, W 81 22 1.0  |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Sanford/SR46 Station   | N 28 48 49.8, W 81 17 56.9   |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |
| Winter Park/Park Ave Station   | N 28 35 51.5, W 81 21 6.0  |              |                                |                           |                            |                       |                            |                |                            |                          |                            |                   |                            |                  |                            |                      |                            |                  |                            |                             |                            |                        |                           |                      |                            |                              |                           |

If there is no exterior public entrance to the Tier 1 or Tier 2 Service, then a point should be used that is at the exterior entrance doorway threshold that is the closest walking distance to the doorway threshold of the interior public entrance to the service. For example, for a Pharmacy located within an enclosed shopping mall structure that does not have a direct public exterior entrance, the latitude and longitude coordinates at the doorway threshold of the exterior public entrance to the enclosed shopping mall that provide the shortest walking distance to the doorway threshold of the interior entrance to the Pharmacy would be used.

The Applicant may not use any other Tier 1 or Tier 2 Service for multiple point items unless they are separate functioning services that are housed at the same location. For instance, an Applicant may not use a Senior Center as both a Senior Center and a Community Center. However, Applicants may use the same latitude and longitude coordinates for the Grocery Store, Medical Facility and/or Pharmacy if the Grocery Store, Medical Facility and/or Pharmacy is housed at the same location.

# **ATTACHMENT B**



City of Delray Beach

## **Parks and Recreation**

---

### **Facilities**

Athletic Fields, Beach and Oceanfront Parks, Community Parks, Dog Park, Golf Courses, Intracoastal Parks, Marina, Nature Areas, Recreation Centers, Swimming Pools, Tennis

*Download our 2012 Site Guide.*

### **Athletic Fields**

#### **Currie Commons Park**

750 SE 2nd Ave.

Map

#### **Merritt Park**

316 SW 2nd Ave.

Map

#### **Robert P. Miller Park**

1905 SW 4th Ave.

Map

#### **Pine Grove Park**

400 SW 10th Street

Map

#### **Plumosa Park**

1720 NE 3rd Ave.

Map

#### **Pompey Park**

1101 NW 2nd Street, (561) 243-7356

Map

#### **Seacrest Soccer Complex and Hilltopper Stadium**

2505 N Seacrest Blvd.

Map

### **Beach and Oceanfront Parks**

Beach Conditions

**Anchor Park**

340 South Ocean Blvd.

[Map](#)

[Virtual Tour](#)

**Atlantic Dunes Park**

1605 South Ocean Blvd.

[Map](#)

[Virtual Tour](#)

**Beach Parking Permits**

A reasonably priced beach parking permit is available that covers a one year period from October 1 through September 30.

**Delray Municipal Beach**

A1A

[Map](#)

[Virtual Tour](#)

**Sandoway Park**

200 block of A1A, south of Atlantic Avenue

[Map](#)

**Sarah Gleason Park**

2 South Ocean Blvd.

[Map](#)

[Virtual Tour](#)

**Community Parks**

**Barwick Park**

735 Barwick Road

[Map](#)

[Virtual Tour](#)

**Bexley Trail Community Park**

1400 W Bexley Park Drive

[Map](#)

**Carver Square Park**

SW 3rd St. and SW 7th Ave.

[Map](#)



**Catherine Strong Splash Park**

1500 SW 6th Street, (561) 243-7194

Map

Virtual Tour

[facebook](#)

**Cornell Park**

301 NW 9th St.

Map

Virtual Tour

**Del Ida Park**

NE 2nd Ave. and NE 6th St.

Map

**Eagle Park**

55 Coral Trace Blvd.

Map

**Family Recreation and Fitness Center Playground**

850 N Congress Ave.

Map

**LaHacienda Gardens**

Lake Ave. North

Map

**Lakeview Park**

1100 Lake Drive

Map

Virtual Tour

**Mike Machek Boy Scout Park**

405 Lake Ida Road

Map

**Oakmont Park**

2200 SW 35th Avenue

Map

**Old School Square Park**

95 NE 1st Ave.

Map

**Orchard View Park**

4060 Old Germantown Road

Map

**Rosemont Park**

550 SW 4th Ave.

Map

**Sunshine Park**

145 SW 15th Ave.

Map

**SW 5th Avenue Park**

SW 5th Ave. and Atlantic Ave.

Map

**Worthing Park**

150 E. Atlantic Ave.

Map

**Dog Park**

**Lake Ida Dog Park**

Palm Beach County Parks and Recreation, Lake Ida Road, East of I-95

Map

**Golf Courses**

**Delray Municipal Golf Club**

2200 Highland Avenue

Map

**Lakeview Golf Club**

1200 Dover Road

Map

**Intracoastal Parks**

**Knowles Park**

1001 S. Federal Highway

Map

**Mangrove Park**



1211 S. Federal Highway

Map

### **Veterans Park**

802 NE 1st Street, (561) 243-7350

Map

Virtual Tour

## **Marina**

### **City Marina**

159 Marine Way, (561) 243-7252

Map

Virtual Tour

## **Nature Areas**

### **Delray Oaks Natural Area**

2021 SW 29th Street

Map

### **Leon M. Weekes Environmental Preserve**

2800 Albatross Road

Map

## **Recreation Centers**

### **"505" Teen Center and Hobbit Skate Park**

505 SE 5th Ave., (561) 243-7158

Map

Virtual Tour

[facebook](#)

### **Community Center**

50 NW 1st Ave., (561) 243-7250

Map

### **Pompey Park**

1101 NW 2nd Street, (561) 243-7356

Map

[facebook](#)

### **Veterans Park**

802 NE 1st Street, (561) 243-7350

Map

Virtual Tour

## Swimming Pools

### Pompey Park Pool

1101 NW 2nd Street, (561) 243-7358

Map

[Facebook](#)

### Delray Swim and Tennis Club Pool

2350 Jaeger Drive, (561) 243-7079

Map

[Facebook](#)

## Tennis

### Delray Beach Tennis Center

201 W. Atlantic Ave.

### Swim and Tennis Club

2350 Jaeger Drive

---

[...](#) > [City Home](#) > [Departments](#) > [Parks and Recreation](#) > [Facillties](#)

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



http://www.pbccgov.com/parks/locations/all.htm

File Edit View Favorites Tools Help

Search

X Find: library

Previous Next Options

# Palm Beach County



Home About Us Parks & Recreation All Parks A-Z

- All Parks A-Z
- Amenities A-Z
- Park Locator Map
- Amenity Locator Map
- Other Resources

- Full County
- North County Parks
- Central County Parks
- South County Parks
- West County Parks

- Affton
- American Homes
- Aqua Crest Pool
- Best Winters
- Bud Reynolds
- Butternut
- Cabana Cobey
- Caloosa
- Canal Point Community Center
- Canyon Community Park
- Cullen
- Candice
- Canal Cove
- County Pines Recreational Complex at Semmes Friendship
- Dabbs
- Deussen Redlight
- Dyer
- Flamingo Lake
- Gladys Renner
- Golfview Heights
- Governor Larrick Childs Memorial
- Green Cay Nature Center and Wetlands
- Gulfstream
- Hayworth
- Inara
- Jim Barry Light Harbor
- John Palmer
- John Strach
- Jane Smith
- Juniper Beach
- Juniper Farms
- Kennedy Estates
- Kenwood
- Lake Belvedere Estates
- Lake Charleston
- Lake Ida East
- Lake Ida West
- Lake Lytal
- Lake Worth West
- Lakewood

- Lincoln Creek
- Loganshead
- Logans' Run
- Loughlin Groves
- Loughlin River Saddlefield
- Melrose
- Medford
- North County Aquatic Complex
- Ocean City
- Ocean Isles
- Ocean Ridge
- Ocean Ridge Hammock
- Oklawaha
- Old Trail
- Park Ridge Golf Course
- Paul Rardin
- Peanut Island
- Phil Foster
- Riverwoods
- Riverside Lakes Canal, Jr.
- R. G. Kessler
- Ravenhill
- San Carlo Community Early HeadStart
- San Carlo Neighborhood
- Sandfoot Cove
- Sanders Drive
- Santalucas Athletic and Aquatic Complex
- Seminole Palms
- South Bay RV
- South County Civic Center
- South County Regional
- South Lake
- Southwinds Golf Course
- Shady Street
- St. Clare
- Triangle
- Veterans
- West Boynton Park and Recreation Center
- West Delray Regional
- West Jupiter Recreation Center
- Westgate Park and Recreation Center

Do you have a comment about your County park system or services?

Contact us

*EMILY C*



## JOIN THE Delray Beach Public Library Association, Inc.

### How to Support the Delray Beach Public Library

Founded in 1913, the Delray Beach Public Library is a 501(c)3 non-profit organization that serves as an essential community resource.

Our mission: is to enrich the lives of the individuals of Delray Beach's diverse communities by creating and sustaining superior public library services through responsive staff, dynamic collections, appropriate technology and access to global information.

- We Inspire Minds
- We enrich Lives
- We promote Literacy

Support for our library is support for our community. We offer our community a wide range of materials including children and adult printed books, audio books, large print books, magazines, foreign language materials, music CDs, videos, DVDs, as well as free access to the Internet, a vast array of electronic databases, meeting rooms, quiet study areas, art exhibits, concerts, computer instruction, homework help, financial aid and job search assistance, and the best children storytimes anywhere.

A non-profit organization, the Delray Beach Public Library offers visitors state of the art library services through a successful public/private partnership with the City of Delray Beach, the Delray Beach Community Redevelopment Agency (CRA), and people like you.

We are a uniquely funded Independent library and every contribution is important to us. Your support makes a difference in the lives of literally thousands of people and helps us to provide quality programs and services at the Delray Beach Public Library.

To make these programs and services possible, we depend upon your financial assistance. Please consider joining our family of members and donors who provide the extra measure of support that is necessary to improve the quality of life for those in our community.

Thank you.

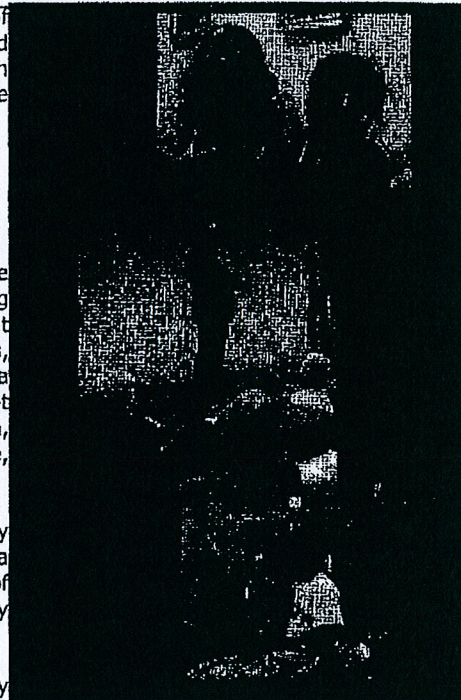
Support the Delray Beach Public Library and Enjoy the Benefits of Membership.

There are several ways to initiate your tax deductible membership:

- Visit: Friendly Front Desk Staff at the Delray Beach Public Library
- Complete the print membership application and bring it to the Library. Click [HERE!](#)
- Mail: Send in your application to:

Development Department  
Delray Beach Public Library  
100 West Atlantic Avenue

EXHIBIT D





Subject: Community Center  
From: Karch, Linda (karch@mydelraybeach.com)  
To: marketnvader@yahoo.com;  
Date: Tuesday, March 6, 2012 10:43 AM

Mark,

This is to confirm that the Delray Beach Parks and Recreation Department does not have a separately funded community center at the library. If you need additional information, please let me know.

Thank you.

Linda Karch  
Director of Parks and Recreation  
City of Delray Beach

COPY

# **ATTACHMENT C**



COPY

Brief Statement of Explanation regarding  
Application No. 2011 – 061C

Provide a separate brief statement for each NOAD

**Item 6P: Part III, Section A, Subsection 10.a, Exhibit 25**

This Notice of Alleged Deficiency (NOAD) is submitted with regard to Application No. 2011-061C (the “Applicant”) on behalf of Application No. 2011-165C.

In response to CURE Tracking No. 646 Item 6P: Part III, Section A, Subsection 10.a, “Exhibit 25”, the Applicant submitted a revised 2011 Universal Cycle – Surveyor Certification form with a different Community Center in response to a NOPSE Finding.

The Applicant used the Delray Beach Public Library for the Community Center, a Tier 2 Service, which is located, per the Surveyor Certification, at 100 W. Atlantic Avenue in Delray Beach. The Applicant also used the same Delray Beach Public Library located at the same address for the “Library”, a separate Tier 2 Service. The 2011 Application Instructions and Rules specifically state “The Applicant may not use any other Tier 1 or Tier 2 Service for multiple point items unless they are separate functioning services that are housed at the same location”.

The Public Library does not meet the definition of a Community Center as stated in the 2011 Application Instructions and Rules. For purposes of proximity tie-breaker points, a Community Center means “an air-conditioned facility that is open at least 20 hours a week, is listed with and maintained by a Local Government department that manages Community Centers, and in which the public may enjoy publicly sponsored social, recreational or educational activities at least five (5) days per week”. The Delray Beach Public Library is not managed by the Local Government department that manages Community Centers, does not otherwise meet the criteria for a Community Center, and cannot also be used to qualify for a Library.

The “Community Center” that was submitted on the Surveyor Certification form does not meet the requirements for a Community Center as per the 2011 Application Instructions and Rules, and therefore Application 2011-061C should not receive any Proximity Tie-Breaker Points for a Community Center on Exhibit 25.

# **ATTACHMENT D**



# Scoring Summary Report

File #: 2011-061C    Development Name: Village Square

As of: 03/27/2012

|  | Maximum Points/Eligibility | Preliminary | NOPSE | Final | Final Ranking |
|--|----------------------------|-------------|-------|-------|---------------|
| Met Threshold  | Y/N                        | N           | N     | Y     |               |
| Total Points   | 79                         | 79.00       | 79.00 | 79.00 |               |
| Ability to Proceed Tie-Breaker Points  | 6                          | 6.00        | 6.00  | 6.00  |               |
| Proximity Tie-Breaker Points   | 37                         | 34.50       | 33.00 | 34.00 |               |
| Eligible for 1/8th Mile Ranking Preference                                       | Y/N                        | N           | N     | N     |               |
| Eligible for Age of Development Tie-Breaker Ranking Preference                   | Y/N                        | N           | N     | N     |               |
| Eligible for Concrete Construction Tie-Breaker Ranking Preference                | Y/N                        | Y           | Y     | Y     |               |
| Eligible for Florida General Contractor Tie-Breaker Ranking Preference           | Y/N                        | Y           | Y     | Y     |               |
| RA Level Classification (preference given to the lowest RA Level Classification) | 1 - 6                      | 6           | 6     | 6     |               |

**Scores:**

| Item #                                     | Part | Section | Subsection | Description  | Maximum Available Points | Preliminary | NOPSE | Final | Final Ranking |
|--|------|---------|------------|--|--------------------------|-------------|-------|-------|---------------|
| 1S   | II.  | B.      | 1.c.       | Developer<br>Housing Credit Development Experience | 3.00                     | 3.00        | 3.00  | 3.00  |               |
| <b>Construction Features and Amenities</b> |      |         |            |  |                          |             |       |       |               |
| 2S   | III. | B.      | 3.a.       | Optional - NC & Rehab. Units                       | 9.00                     | 9.00        | 9.00  | 9.00  |               |
| 3S   | III. | B.      | 3.b.       | Optional - All Developments Except SRO             | 12.00                    | 12.00       | 12.00 | 12.00 |               |
| 3S   | III. | B.      | 3.c.       | Optional - SRO Developments                        | 12.00                    | 0.00        | 0.00  | 0.00  |               |
| 4S   | III. | B.      | 3.d.       | Optional - Universal Design & Visitability         | 10.00                    | 10.00       | 10.00 | 10.00 |               |
| 5S   | III. | B.      | 5.a.(1)    | Green Building Features (NC & Redev.)              | 7.00                     | 0.00        | 0.00  | 0.00  |               |
| 5S   | III. | B.      | 5.a.(2)    | Green Building Certification (NC & Redev.)         | 10.00                    | 10.00       | 10.00 | 10.00 |               |
| 5S   | III. | B.      | 5.b.       | Green Building Features (Rehab. & Preserv.)        | 10.00                    | 0.00        | 0.00  | 0.00  |               |
| <b>Set-Aside Commitments</b>               |      |         |            |  |                          |             |       |       |               |
| 6S   | III. | E.      | 1.b.(2)    | Special Needs Households                           | 4.00                     | 4.00        | 4.00  | 4.00  |               |
| 7S   | III. | E.      | 1.b.(3)    | Total Set-Aside Commitment                         | 3.00                     | 3.00        | 3.00  | 3.00  |               |
| 8S   | III. | E.      | 3.         | Affordability Period                               | 5.00                     | 5.00        | 5.00  | 5.00  |               |
| <b>Resident Programs</b>                   |      |         |            |  |                          |             |       |       |               |
| 9S   | III. | F.      | 1.         | Programs for Non-Elderly & Non-Homeless            | 6.00                     | 6.00        | 6.00  | 6.00  |               |
| 9S   | III. | F.      | 2.         | Programs for Homeless (SRO & Non-SRO)              | 6.00                     | 0.00        | 0.00  | 0.00  |               |
| 9S   | III. | F.      | 3.         | Programs for Elderly                               | 6.00                     | 0.00        | 0.00  | 0.00  |               |
| 10S  | III. | F.      | 4.         | Programs for All Applicants                        | 8.00                     | 8.00        | 8.00  | 8.00  |               |
| <b>Local Government Contributions</b>      |      |         |            |  |                          |             |       |       |               |
| 11S  | IV.  | A.      |            | Contributions                                      | 5.00                     | 5.00        | 5.00  | 5.00  |               |
| <b>Local Government Incentives</b>         |      |         |            |  |                          |             |       |       |               |
| 12S  | IV.  | B.      |            | Incentives   | 4.00                     | 4.00        | 4.00  | 4.00  |               |

**Threshold(s) Failed:**

| Item # | Part | Section | Subsection | Description | Reason(s)   | Created as Result of | Rescinded as Result of |
|--------|------|---------|------------|-------------|---|----------------------|------------------------|
| 1T     | II.  | A.      | 3.         | Principals  | The Applicant failed to identify the member(s), manager (s), or member manager(s) of RST Carver Estates Family, LLC, the general partner of the Applicant entity. | Preliminary          | Final                  |



**Ability To Proceed Tie-Breaker Points:**

| Item # | Part | Section | Subsection | Description                 | Maximum Available Points | Preliminary | NOPSE | Final | Final Ranking |
|--------|------|---------|------------|-----------------------------|--------------------------|-------------|-------|-------|---------------|
| 1A     | III. | C.      | 1.         | Site Plan/Plat Approval     | 1.00                     | 1.00        | 1.00  | 1.00  |               |
| 2A     | III. | C.      | 3.a.       | Availability of Electricity | 1.00                     | 1.00        | 1.00  | 1.00  |               |
| 3A     | III. | C.      | 3.b.       | Availability of Water       | 1.00                     | 1.00        | 1.00  | 1.00  |               |
| 4A     | III. | C.      | 3.c.       | Availability of Sewer       | 1.00                     | 1.00        | 1.00  | 1.00  |               |
| 5A     | III. | C.      | 3.d.       | Availability of Roads       | 1.00                     | 1.00        | 1.00  | 1.00  |               |
| 6A     | III. | C.      | 4.         | Appropriately Zoned         | 1.00                     | 1.00        | 1.00  | 1.00  |               |

**Proximity Tie-Breaker Points:**

| Item #  | Part | Section | Subsection | Description  | Maximum Available Points | Preliminary | NOPSE | Final | Final Ranking |
|---|------|---------|------------|--|--------------------------|-------------|-------|-------|---------------|
| <b>Transit Services</b>                                 |      |         |            |  |                          |             |       |       |               |
| 1P  | III. | A.      | 10.a       | Public Bus Stop  | 2.00                     | 0.00        | 0.00  | 0.00  |               |
| 1P  | III. | A.      | 10.a       | Public Bus Transfer Stop or Public Bus Transit Stop          | 6.00                     | 0.00        | 0.00  | 0.00  |               |
| 1P  | III. | A.      | 10.a       | Public Rail Station  | 7.00                     | 6.50        | 6.50  | 6.50  |               |
| <b>Tier 1 Services</b>                                  |      |         |            |  |                          |             |       |       |               |
| 2P  | III. | A.      | 10.a       | Grocery Store  | 4.00                     | 2.50        | 2.50  | 2.50  |               |
| 3P  | III. | A.      | 10.a       | Public School  | 4.00                     | 3.50        | 3.50  | 3.50  |               |
| 3P  | III. | A.      | 10.a       | Senior Center  | 4.00                     | 0.00        | 0.00  | 0.00  |               |
| 4P  | III. | A.      | 10.a       | Medical Facility   | 4.00                     | 3.00        | 3.00  | 3.00  |               |
| <b>Eligible for Tier 1 Service Score Boost (Yes/No)</b> |      |         |            |  |                          | Y           | Y     | Y     |               |
| <b>Total Tier 1 Service Score</b>                       |      |         |            |  | 12.00                    | 12.00       | 12.00 | 12.00 |               |
| <b>Tier 2 Services</b>                                  |      |         |            |  |                          |             |       |       |               |
| 5P  | III. | A.      | 10.a       | Public Park  | 2.00                     | 2.00        | 2.00  | 2.00  |               |
| 6P  | III. | A.      | 10.a       | Community Center   | 2.00                     | 1.50        | 0.00  | 1.00  |               |
| 7P  | III. | A.      | 10.a       | Pharmacy   | 2.00                     | 1.50        | 1.50  | 1.50  |               |
| 8P  | III. | A.      | 10.a       | Public Library   | 2.00                     | 1.00        | 1.00  | 1.00  |               |
| <b>FHFC Proximity List</b>                              |      |         |            |  |                          |             |       |       |               |
| 9P  | III. | A.      | 10.b       | Proximity to Developments on FHFC Development Proximity List | 10.00                    | 10.00       | 10.00 | 10.00 |               |

**Reason(s) for Failure to Achieve Selected Proximity Tie-Breaker Points:**

| Item # | Reason(s)   | Created As Result | Rescinded As Result |
|--------|---|-------------------|---------------------|
| 6P     | Evidence provided in a NOPSE calls into question whether the Community Center listed on the Surveyor Certification for Competitive HC Applications form is listed with and maintained by a Local Government department and in which the public may enjoy publicly sponsored social, recreational or educational activities at least 20 hours per week, and at least five (5) days per week. | NOPSE             | Final               |

**Additional Application Comments:**

| Item # | Part | Section | Subsection | Description  | Comment(s)   | Created as Result of | Rescinded as Result of |
|--------|------|---------|------------|--|--|----------------------|------------------------|
| 1C     | III. | A.      | 10.b.      | Proximity to Developments on FHFC Development Proximity List | The Application qualifies for 10 automatic proximity points at Part III.A.10.b.(1) of the Application. | Preliminary          |                        |



# **ATTACHMENT E**

# Exhibit 27



## AMENDED AND RESTATED GROUND LEASE AGREEMENT

THIS AMENDED AND RESTATED GROUND LEASE AGREEMENT ("Lease") is entered into as of the 19th day of August, 2011, between the DELRAY BEACH HOUSING AUTHORITY, a public body corporate and politic, ("Landlord"), and VILLAGE SQUARE FAMILY, LTD., a Florida limited partnership ("Tenant").

### RECITALS:

A. Landlord is the owner of certain real property located in the City of Delray Beach, Palm Beach County, Florida which was formerly known as Carver Estates. Landlord has demolished Carver Estates and intends to cause three (3) new developments to be constructed upon the property, one of which is described in this Lease.

B. Landlord desires to lease a portion of Landlord's property which is described on Exhibit "A" attached hereto and made a part hereof (the "Leased Premises") to Tenant pursuant to the terms of this Lease. Tenant plans to construct approximately one hundred forty-four (144) units of affordable family housing and related amenities and improvements on the Leased Premises in accordance with the plans therefore which shall be prepared by Tenant (the "Project"). Upon completion, Tenant shall own, rent, maintain, manage and operate the Project upon the Leased Premises, subject to the terms and provisions herein.

C. Landlord and Tenant previously entered into that certain Ground Lease Agreement dated December 16, 2010 ("Prior Lease") and this Lease is intended to amend, restate and replace in its entirety such Prior Lease.

### LEASE:

NOW, THEREFORE, in consideration of the Leased Premises, the foregoing Recitals, which are incorporated herein by reference, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto do hereby covenant, represent, warrant and agree as follows:

1. Definitions. The following terms for purposes of this Lease shall have the following meanings:

(a) "Annual Base Rent". "Annual Base Rent" means and refers to the annual base rent set forth in paragraph 4 hereof.

(b) "Commencement Date". The "Commencement Date" shall be the date that this Lease is fully executed by both Landlord and Tenant.

(c) "Development" or "Project". The term "Development" or "Project" has the same meaning as Recital clause B.



(d) "Housing Credits". "Housing Credits" means federal low income housing tax credits under Section 42 of the Internal Revenue Code of 1986 and the regulations promulgated thereunder, as amended (the "Code") awarded to the Tenant by the Florida Housing Corporation.

(e) "Improvements". "Improvements" shall mean all buildings, amenities, roadways, driveways, parking lots, street lights, signage, furniture, furnishings and all other improvements of any kind or nature constructed and installed by Tenant as part of the Project.

(f) "Leased Premises". "Leased Premises" is that certain real property situated in Palm Beach County, State of Florida, legally described on Exhibit "A" attached hereto and incorporated herein by this reference, together with all easements and rights of way pertaining thereto.

(g) "Leased Year". A "Leased Year" means the twelve (12) month period beginning on the Commencement Date and each twelve month period thereafter throughout the term of this Lease.

(h) "MMRB". "MMRB" means Multifamily Mortgage Revenue Bonds issued pursuant to Florida Housing Finance Corporation's and/or the Palm Beach Housing Finance Agency's Multifamily Mortgage Revenue Bonds program.

(i) "Operating Expenses". "Operating Expenses" means and refers to all ordinary and necessary operating expenses (including those replacement and maintenance reserves or accruals required by generally accepted accounting principles) as well as those other reserves and accruals that are required to operate, maintain and keep the Project in a neat, safe and orderly condition.

(j) "State". The term "State" shall mean the State of Florida, unless indicated otherwise.

2. Grant. Landlord hereby conveys and leases to the Tenant, and the Tenant hereby accepts and leases from Landlord, the Leased Premises, together with all easements and right-of-way pertaining thereto;

TO HAVE AND TO HOLD the Leased Premises unto Tenant for and during the Term set forth hereafter.

3. Term.

(a) This Lease term shall commence on the Commencement Date and expire on March 31, 2062, unless this Lease is terminated earlier pursuant to the provisions contained herein. In the event that the Tenant has not closed on its construction financing with the Leasehold Mortgagee (hereinafter defined) by June 30, 2012 if tax exempt bonds are utilized for the Project or April 30, 2013 if nine percent (9%) tax credits are used, this Lease shall terminate unless extended in writing by the Landlord and Tenant. In the event of such termination, the parties shall be released from any and all obligations hereunder. Notwithstanding the foregoing, in the event that Tenant has not closed on its construction financing by the required dates set



forth herein, but Tenant's related company, Village Square Elderly, Ltd., which entered into a separate lease with Landlord on December 16, 2010, has closed on its construction financing on or before the above-referenced dates, then the time period to close the construction financing as described herein shall automatically be extended to June 30, 2013 if tax exempt bonds are utilized and to April 30, 2014 if nine percent (9%) tax credits are utilized.

(b) The Tenant shall surrender possession of the Leased Premises at the expiration of the Lease Term, along with all alterations, additions, and improvements thereto, in good condition and repair, reasonable wear and tear and damage by casualty accepted. The Tenant shall remove all its personal property not required to be surrendered to the Landlord from the Leased Premises before surrendering possession of the Leased Premises, and shall repair any damage to the Project caused by the removal of the Tenant's personal property. Any personal property remaining in the Project at the expiration of the Lease Term shall become property of the Landlord the Landlord shall not have any liability to Tenant therefore under any circumstances. The Tenant expressly waives the benefit of any statute requiring notice to vacate the Leased Premises at the end of the term or at the end of any subsequent term for which this Lease may be renewed and any other law now in force or hereafter adopted requiring any such notice, and the Tenant covenants and agrees to give up quiet and peaceful possession and surrender the Leased Premises together with all the improvements thereon and appurtenances upon expiration of the term or earlier termination of this Lease without further notice from the Landlord. The Tenant acknowledges and agrees that upon the expiration or sooner termination of this Lease any and all rights and interests it may have either at law or in equity to the Leased Premises and improvements shall immediately cease.

4. Ground Rent.

(a) Annual Base Rent. Tenant covenants and agrees to pay Landlord Annual Base Rent throughout the term of this Lease beginning on the Commencement Date, in the amount of Ten Dollars (\$10.00) per Lease Year or partial Lease Year. Tenant shall pay to Landlord said Annual Base Rent on the first day of the second month of each Lease Year throughout the term of this Lease without notice or demand.

(b) Additional Rent. It is the intention of Landlord and Tenant that Landlord shall receive the Annual Base Rent free from all taxes, charges, expenses, costs and deductions of every description, and as such, the Tenant hereby agrees to pay for all items which would have been chargeable against the Project and payable by the Landlord (except for the execution and delivery of this Lease), as "Additional Rent".

(c) Additional Rent – Nine Percent (9%) Tax Credits Project. In the event that Tenant utilizes nine percent (9%) tax credits in the financing of the Project, then Tenant shall pay to Landlord Additional Rent based upon the final development costs, expenses and construction funds which are available to Tenant. Prior to the closing of the construction loan, Tenant shall update its Project budget, which is subject to review and approval of Landlord, and shall calculate the Additional Rent payable to Landlord. Such Additional Rent shall be paid to Landlord at the time of closing the construction financing.

5. Right to Construct, Own and Operate Project.



(a) Tenant shall design the Project, obtain all necessary governmental approvals, obtain financing and construct the Project all in accordance with the attached Exhibit "B" (the "Development Schedule"). The Development Schedule may be amended from time to time by written agreement of the parties. The Tenant acknowledges that a material inducement to Landlord in entering into this Lease is the timeliness of the Development Schedule.

(b) During the course of construction of the Project, the Tenant shall provide to Landlord quarterly written status reports on the Project, and such other reports as may reasonably be requested by Landlord.

(c) The Project shall be constructed in accordance with the requirements of all laws, ordinances, codes, orders, rules and regulations (collectively all "Applicable Laws") of all governmental entities having jurisdiction over the Project (collectively, the "Governmental Authorities"), including, but not limited to, the Landlord and the United States Department of Housing and Urban Development.

(d) The Tenant shall apply for and prosecute, with reasonable diligence, all necessary approvals, permits and licenses required by applicable Governmental Authorities for the construction, development, zoning, use and occupation of the Project. Landlord agrees to cooperate with (which shall include the execution of applications, plats, etc.) and publicly support Tenant's effort to obtain such approvals, permits and licenses, provided that such approvals, permits and licenses shall be obtained at Tenant's sole cost and expense.

(e) Construction of the Project shall be performed in a timely basis in accordance with the Development Schedule, in a good and workmanlike manner and in conformity with all Applicable Laws.

(f) Tenant shall be the owner of all Improvements located on the Leased Premises which are constructed as part of the Project during the term of the Lease.

(g) Upon completion of construction of the Project, Tenant shall own, rent, maintain, manage and operate the Project on the Leased Premises, subject to the terms and provisions hereof.

6. Delay in Performance. Notwithstanding any other provisions of this Lease to the contrary, Tenant shall not be deemed to be in default under this Lease where delay in the construction or performance of the obligations imposed by this Lease are caused by war, revolution, labor strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions, embargoes, litigation (excluding litigation between the Landlord and the Tenant), tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials any other causes beyond the reasonable control of the Tenant. The Time of performance hereunder shall be extended for the period of any forced delay or delays caused or resulting from any of the foregoing causes.

7. Landlord's Representations and Warranties. The Landlord hereby represents and warrants to the Tenant as follows:



(a) Title. Landlord owns fee simple, good and marketable title to the Leased Premises.

(b) Binding Obligation. This Lease has been duly and validly executed and delivered by the Landlord and constitutes a legal, valid and binding obligation of the Landlord and enforceable in accordance with its terms.

(c) Litigation. There is no pending or, to the best of the Landlord's knowledge, threatened investigation, action or proceeding by or before any court, any governmental entity or arbitrator which (i) questions the validity of this Lease or any action or act taken or to be taken by the Landlord pursuant to this Lease or (ii) is likely to result in a material adverse change in the property, assets, liabilities or condition, financial or otherwise, of the Landlord which will materially impair its ability to perform its obligations hereunder.

8. Tenant's Representations and Warranties. The Tenant hereby warrants and represents to the Landlord as follows:

(a) Existence. The Tenant is a limited partnership presently existing and in good standing under the laws of the State of Florida.

(b) Authority and Approvals. The Tenant (i) has the partnership power and authority to own its properties and assets, to conduct its business as presently conducted and to execute, deliver and perform its obligations under this Lease and (ii) has obtained all partnership authorizations and approvals which are necessary for it to execute, deliver and perform its obligations under the Lease.

(c) Binding Obligation. This Lease has been duly and validly executed and delivered by the Tenant and constitutes a legal, valid and binding obligation of the Tenant enforceable in accordance with its terms.

(d) Litigation. There is no pending or, to the best of the Tenant's knowledge, threatened investigation, action or proceeding by or before any court, any governmental entity or arbitrator which (i) questions the validity of this Lease or any action or act taken or to be taken by the Tenant pursuant to this Lease or (ii) is likely to result in a material adverse change in the Landlord, property, assets, liabilities or condition, financial or otherwise, of the Tenant which will materially impair its ability to perform its obligations hereunder.

(e) Full Disclosure. No representation, statement or warranty by the Tenant contained in this Lease or in any exhibit attached hereto contains any untrue statement or omits a material fact necessary to make such statement of fact therein not misleading.

9. Condition of Leased Premises. LANDLORD LEASES AND TENANT TAKES THE LEASED PREMISES AS IS. TENANT ACKNOWLEDGES THAT LANDLORD HAS NOT MADE AND WILL NOT MAKE, NOR SHALL LANDLORD BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO ITS FITNESS FOR ANY PARTICULAR USE OR PURPOSE. TENANT ACKNOWLEDGES THAT THE LEASED PREMISES ARE OF ITS SELECTION



AND THAT THE LEASED PREMISES HAVE BEEN INSPECTED BY TENANT AND ARE SATISFACTORY TO IT. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE LEASED PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). NOTWITHSTANDING THE FOREGOING, TENANT ASSUMES NO LIABILITY OR RESPONSIBILITY FOR LIABILITY RELATING TO ANY MATTERS AFFECTING THE LEASED PREMISES RESULTING FROM ACTIVITIES OCCURRING PRIOR TO TENANT TAKING POSSESSION OF THE LEASED PREMISES AS PROVIDED IN SECTION 16(a) HEREOF. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES BY LANDLORD, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, ARISING PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT.

10. Access to the Project and Inspection. The Landlord or its duly appointed agents shall have the right, at all reasonable times upon the furnishing of reasonable notice under the circumstances (except in an emergency, when no notice shall be necessary), to enter upon the Leased Premises to examine and inspect the Project. Tenant hereby covenants to execute, acknowledge and deliver all such further documents and do all such other acts and things necessary to grant to the Landlord such right of entry.

11. Insurance.

(a) Tenant shall furnish an "All Risk Builder's Risk Completed Value Form" for the full the complete insurable value of the Project in form satisfactory to any Leasehold Mortgagee (hereinafter defined) holding a mortgage lien against the Leased Premises.

(b) Tenant throughout the term of this Lease shall maintain worker's compensation insurance in the required statutorily amount and maintain comprehensive general liability insurance policy(ies) insuring against the risk of loss resulting from accidents or occurrences on or about or in connection with the development, construction, and operation of the Project or in connection with, or related to this Lease, in the amounts set forth on Exhibit "C". Such insurance policies shall be issued by companies acceptable to the Landlord and provide coverage in amounts acceptable to the Landlord. Certified certificates evidencing such insurance coverage shall be delivered to Landlord within five (5) days of the Landlord's request therefore, along with evidence that the insurance premiums have been paid current to date. All insurance policies required to be maintained by the Tenant shall require the insurer to give the Landlord thirty (30) days prior written notice of any change in the policies and/or the insurer's intentions to cancel such policy or policies (without a disclaimer of liability for failure to give such notice). Landlord shall be named as an additional insured in all such policies.

(c) Prior to commencement of construction, the Tenant shall furnish a certificate to the Landlord from an insurance company (ies) naming the Landlord as an additional insured under insurance policy(ies) obtained by the Tenant as required by this Lease and confirming that the Tenant and the general contractor of the Project are covered by public



liability, automobile liability and workmen's compensation insurance policies satisfactory to the Landlord.

(d) The Tenant agrees to cooperate with the Landlord in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to the Landlord in connection with this Lease.

(e) The "All Risk Builder's Risk Completed Value Form" policy with respect to the Project shall be converted to an "all risk" or comprehensive insurance policy upon completion of the Project, naming Landlord as an additional insured thereunder and shall insure the Project in an amount not less than the full replacement value of the Project. Landlord and Tenant hereby agree that all insurance proceeds from the All Risk Builders Risk Completed Value Form policy (or if converted, the "all risk" or comprehensive policy) shall be used to restore, replace or rebuild the Project.

(f) All such insurance policies shall contain (i) an agreement by the insurer that it will not cancel the policy without delivering prior written notice of cancellation to each named insured and loss payee thirty (30) days prior to cancelling the insurance policy; and (ii) endorsements that the rights of the named insured(s) to receive and collect the insurance proceeds under the policies shall not be diminished because of any additional insurance coverage carried by the Tenant for its own account.

(g) If the Leased Premises are located in a federally designed flood plain, an acceptable flood insurance policy shall also be delivered to the Landlord, providing coverage in the maximum amount reasonable necessary to insure against the risk of loss from damage to the Project caused by a flood.

(h) Neither the Landlord nor the Tenant shall be liable to the other (or to any insurance company insuring the other party), for payment of losses insured by insurance policies benefiting the parties suffering such loss or damage, even though such loss or damage might have been caused by the negligence of the other party, its agents or employees.

12. Taxes. Tenant shall be liable for the payment of all real estate taxes, special assessments, and any other taxes, levies or impositions charged by an appropriate taxing authority with respect to the Leased Premises and the Project. If the State or any other political subdivision assesses or levies a tax against the Landlord on the Annual Base Rent or any additional rent payable under this Lease, the Tenant shall pay and discharge such taxes levied against the Landlord if the Landlord is not exempt from such tax.

13. Utilities. The Tenant shall pay all utilities used, provided or supplied upon or in connection with the development, construction and operation of the Project, including, but not limited to all charges for gas, electricity, telephone and other communications services, cable television, water and sewer service charges, and all sanitation fees or charges levied or charged against the Leased Premises during the Term.

14. Assignment of Lease by Tenant. Subject to the provisions of Section 20 hereof, the Tenant has no right, without the prior written consent from the Landlord (which shall be at



Landlord's sole and absolute discretion), to assign, convey, sublease or transfer any legal or beneficial interest in the Tenant's estate hereunder.

15. Assignment of Lease by Landlord. The Landlord shall not be permitted to assign its interest in the Lease, without the prior written consent of Tenant. Tenant's approval shall not be unreasonably withheld, if such assignment is approved by all lenders, tax credit investors and the applicable Florida Housing Finance Corporation and/or the Palm Beach County Housing Finance Agency.

16. Indemnity.

(a) During the Term of this Lease, the Tenant agrees to indemnify, save and hold Landlord harmless from and against any and all damages, claims, losses, liabilities, costs, remediation costs and expenses, including but not limited to reasonable legal, accounting, consulting, engineering and other expenses, which may be asserted against, imposed upon or incurred by Landlord, its successors and assigns, by any person or entity, caused by the Tenant's design, construction, permitting, development, and operation of the Project, including but not limited to liability arising out of or in connection with any and all federal, state and local Environmental Law (as defined hereafter), Notwithstanding anything to the contrary contained herein, the Tenant's obligation to indemnify the Landlord expressly excludes any liability relating to any matters affecting the Leased Premises resulting from activities occurring prior to Tenant taking possession of the Leased Premises. Landlord agrees not to settle any claim for which it will seek indemnity against the Tenant without the express written consent of Tenant.

(b) For the purpose of this Lease, the term "Environmental Laws" as used herein means all federal, state or commonwealth, and local laws, regulations, statutes, codes, rules, resolution, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of, any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment whether now or in the future enacted, promulgated or issued, including, but not limited to the following: Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; Clean Air Act, 42 U.S.C. § 741 et seq. The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986; The Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; The Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; The Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; The Clean Water Act, 33 U.S.C. § 1317 et seq.; The Federal Insecticide Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq.; The Hazardous Materials Transportation Act, The Marine Protection Research and Sanctuaries Act; and the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6991-6991 I; and each as further amended from time to time and all regulations promulgated thereunder.

17. Eminent Domain. In the event of condemnation or taking by a governmental authority or entity having the power of eminent domain, Landlord and Tenant agree as follows:

(a) Total Taking. This Lease shall be terminated if the entire Project is taken by the exercise of the power of eminent domain or, in the event of a partial taking; the remaining portion of the Leased Premises is rendered unusable for Tenant's use or occupancy as the result



of such partial taking. Upon termination of the Lease, the Tenant and Landlord shall be released from their obligations under this Lease effective on the date title to the Leased Premises is transferred to the condemning authority.

(b) Partial Taking. The Term of this Lease shall continue in effect if, in the event of a partial taking, the remaining portion of the Leased Premises remains reasonably tenantable in the Landlord's and Tenant's opinion.

(c) Restoration. If this Lease shall so continue, Tenant shall, at its expense, but only to the extent of an equitable portion of the award or other compensation for the portion of the Project taken or conveyed and consequential damages to the remainder thereof not taken (excluding any award or other compensation for land), make all necessary repairs or alterations or as to constitute the remaining Project a complete architectural and tenantable Project.

(d) Allocation of Awards. In the case of such taking, both Landlord and Tenant shall have the right to seek to recover all compensation which may be awarded for any such taking or conveyance, whether for the whole or a part of the Premises or otherwise as may be provided under Florida law. Tenant shall be entitled to the compensation awarded for the taking of the Improvements, or any portion thereof, and shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for trade fixtures or for loss of business "goodwill," depreciation or injury to and cost of removal of property. Tenant shall be entitled to the entire condemnation award, less and except the value of the remainder interest in the Premises considered as unimproved, which shall be the portion of the condemnation award payable to the Landlord.

(e) Leasehold Mortgage. For so long as the Tenant's leasehold interest shall be encumbered by any Leasehold Mortgage, any condemnation award which would otherwise be payable to the Tenant hereunder shall be payable to the Leasehold Mortgagee or to an Insurance Trustee selected by Leasehold Mortgagee to be used for the restoration and repair of the Project, as provided in Section 17(c) above, pursuant to the terms of any such Leasehold Mortgage.

18. Default by Tenant. The following shall constitute an Event of Default hereunder:

(a) failure of Tenant to pay any Annual Base Rent, additional rent or charge due hereunder and such default continues for thirty (30) days after written notice from Landlord; or

(b) failure of Tenant to comply with the material terms, conditions or covenants of this Lease that the Tenant is required to observe or perform and such breach or default continues for a period of thirty (30) days after written notice from Landlord, or such additional time as may be required if the cure cannot be effected within thirty (30) days but is timely commenced and is diligently prosecuted; or

(c) upon the occurrence of an uncured default by Roundstone Development, LLC under the Master Development Agreement between Roundstone Development, LLC, Delray Housing Group, Inc. and the Landlord dated even date herewith (the "Master Development Agreement"), which default occurs prior to the closing by Tenant of its financing with the Leasehold Mortgagee as described in this Lease, or a breach, default or termination of



any written agreements between the Tenant and the Landlord and Landlord's instrumentality to-wit: the Delray Housing Group, Inc. and such breach or default continues for a period of thirty (30) days after written notice from Landlord, or such additional time as may be required if the cure cannot be effected within thirty (30) days but is timely commenced and is diligently prosecuted; or

(d) this Lease or the Leased Premises or any part thereof are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within ninety (90) days after its levy or such additional time as may be required if the discharge cannot be effected within ninety (90) days but is timely commenced and is diligently prosecuted; or

(e) Tenant shall file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or an arrangement with or for the benefit of Tenant's creditors which is not withdrawn within thirty (30) days after written notice from Landlord; or

(f) Tenant shall apply for or consent to the appointment of a receiver, trustee or conservator for any portion of the Tenant's property which is not withdrawn within thirty (30) days after written notice from Landlord or such appointment shall be made without the Tenant's consent and shall not be removed within ninety (90) days, or such additional time as may be required if the appointment cannot be removed within ninety (90) days but is timely commenced and is diligently prosecuted; or

(g) abandonment or vacation of any portion of the Project or the Leased Premises by the Tenant for a period of more than sixty (60) consecutive days, unless caused by adverse weather conditions, acts of God or other circumstances beyond the reasonable control of Tenant, and if Tenant fails to cure such default after thirty (30) days written notice from Landlord.

#### 19. Remedies.

(a) If the Tenant fails to cure an Event of Default within the time provided therefore, the Landlord shall have in addition to any and all rights under the law, the right to terminate this Lease and the Tenant's right to possession of the Leased Premises will cease and the estate conveyed by this Lease shall revert in the Landlord.

(b) In addition to (a) above, to secure the payment of all Annual Rent and other charges due and to become due hereunder, it is understood and agreed that Landlord shall have a lien on all Tenant's property which may be placed in the Leased Premises and also upon all proceeds of any insurance which may accrue to Tenant by reason of damage to or destruction of any such property, pursuant to Landlord's statutory lien rights granted by Florida statutes, provided, however, that so long as Tenant is not then in default hereunder Tenant may, from time to time and first obtaining Landlord's consent, replace any such property with substitute property, or remove any such property that is or becomes surplus to the conduct of Tenant's business in and from the Leased Premises



20. Right to Encumber Property. Tenant shall have the right to mortgage and pledge this Lease to a holder of a mortgage or the Leased Premises ("Leasehold Mortgagee") subject to the limitations of this section. Any Leasehold Mortgage shall be subject and subordinate to the rights of the Landlord under the Lease. At no time shall this Lease be subordinated to a Leasehold Mortgage or the interest of the holder or beneficiary of any Leasehold Mortgage. Any Leasehold Mortgage shall be a lien only on Tenant's leasehold interest and shall not encumber Landlord's fee interest in the Leasehold Premises.

(a) Notice to Landlord. No Leasehold Mortgagee shall have the rights or benefits mentioned in this section, nor shall the provisions of this section be binding upon Landlord, unless and until the name and address of the Leasehold Mortgagee have been delivered to Landlord. It is expressly understood that Landlord shall have the right to disapprove any Leasehold Mortgage or the terms and conditions of any Leasehold Mortgage pursuant to this Lease.

(b) Notice and Cure of Defaults. As long as any Leasehold Mortgage remains unsatisfied of record, the following provisions shall apply:

(i) Notice to Leasehold Mortgagee. Landlord, upon serving Tenant with notice of an Event of Default or any other notice required under the provisions of this Lease, shall also serve a copy of such notice upon the Leasehold Mortgagee, at the address provided to Landlord.

(ii) Leasehold Mortgagee's Right to Cure. If Tenant is in default under the Lease, any Leasehold Mortgagee shall have the right to cure the default, or cause the same to be cured within the time periods set forth in this Lease as if the performance had been undertaken by Tenant.

(iii) Cure Period. For the purposes of this section, no Event of Default shall be deemed to exist under the Lease if steps have in good faith been commenced within the time permitted to cure such default and are carried out to completion with due diligence.

(c) Notice of and Participation in Proceedings. Landlord shall give each Leasehold Mortgagee prompt notice of any legal proceedings pursuant to this Lease. Within the time frames set forth in this Lease, each Leasehold Mortgagee shall have the right (to the extent permitted by applicable law) to intervene in any such proceedings, appoint an attorney or other representative in the event Tenant fails to do so and be made a party to such proceeding, and Landlord and Tenant consent to such intervention. In the event that any Leasehold Mortgagee shall elect not to intervene or become a party to any such proceedings, Landlord shall, upon written request by the Leasehold Mortgagee, deliver to such Leasehold Mortgagee notice of, and a copy of, any award or decision made in any such proceedings, which award or decision shall be binding on all Leasehold Mortgagees, regardless of whether same chose to intervene after receipt of such notice.

(d) Insurance. Each Leasehold Mortgagee may be added to the "loss payable endorsement" on all property and liability insurance required under this Lease, as its interest may appear, and as an insured or additional insured on all property and liability insurance.



(e) Cooperation by Landlord. Landlord acknowledges that existing and future Leasehold Mortgagees of Tenant may require estoppel certificates from Landlord and consents, approvals or other written documentation from Landlord and from certain third parties that may from time to time have a property, regulatory or other interest in the Property. Landlord agrees to deliver to each such Leasehold Mortgagee, within ten (10) days after Landlord's receipt of written request, customary estoppel certificates in form and substance reasonably satisfactory to Landlord, and to cooperate with Tenant and each Leasehold Mortgagee in order to obtain such written documentation from any such third parties. Notwithstanding the foregoing, Landlord shall not be obligated to expend any money or undertake any obligation in implementation of the foregoing, and shall be reimbursed by Tenant or the Leasehold Mortgagee for all reasonable costs paid by Landlord in connection estoppel certificates, including Landlord's reasonable attorneys' fees.

(f) Notice of Defaults Under Leasehold Mortgages. Leasehold Mortgagee shall have the obligation to forward a copy of any notice of default under a Leasehold Mortgage to Landlord simultaneously with its giving such notice to Tenant. Tenant agrees to forward to Landlord a copy of any notice of default under any Leasehold Mortgage within, five (5) days after Tenant's receipt from the Leasehold Mortgagee.

(g) Termination of Lease. In the event of termination of this Lease prior to the expiration of the Lease Term, Landlord shall serve the Leasehold Mortgagee with written notice that the Lease has been terminated, together with a statement of any and all sums which would at that time be due under the Lease but for such termination, and of all other defaults, if any, under the Lease then known to Landlord. The Leasehold Mortgagee shall have the following options:

(i) New Lease with Leasehold Mortgagee. The Leasehold Mortgagee or its designee may enter into a new lease with Landlord by sending Landlord a written request to enter into a new lease, such request to be sent within thirty days after service of the notice on Leasehold Mortgagee that the Lease has been terminated. The new lease shall be entered into at the reasonable cost of the tenant, shall be effective as of the date of termination of this Lease, and shall be for the remainder of the Lease Term at the Rent and upon all the agreements, terms, covenants and conditions of this Lease, including any applicable rights to extend the Lease Term. The tenant under the new lease shall comply with all provisions in the Lease, and the Development Schedule regarding the use of the Property. The new lease shall require the tenant to perform any unfulfilled obligation of Tenant under this Lease which is reasonably susceptible of being performed by the new tenant. Upon the execution of the new lease, the new tenant shall pay all sums which would at the time of the execution of the new lease be due under this Lease but for such termination, and shall pay all expenses, including reasonable attorneys' fees, court costs and disbursements incurred by Landlord in connection with the defaults under and termination of this Lease, the recovery of possession of the Leased Premises, and the preparation, execution and delivery of the new lease.

(ii) No New Lease with Leasehold Mortgagee. If the Leasehold Mortgagee does not request to enter into a new lease with Landlord, title to the Improvements on the Land will automatically revert to Landlord without the execution or delivery of any instrument of conveyance effective upon the date of termination of the Lease. The Leasehold



Mortgagee shall, however, upon written request, execute and deliver to Landlord a recordable satisfaction of mortgage if the Leasehold Mortgage is still outstanding or a quitclaim deed if the Leasehold Mortgagee has previously foreclosed the Leasehold Mortgage.

(iii) Modifications to Lease. Landlord agrees that to the extent reasonably required by any Leasehold Mortgagee, Landlord shall execute an amendment or amendments to this Lease to modify the terms thereof as required by such Leasehold Mortgagee which are deemed necessary to obtain financing for the Project.

21. Default by Landlord. In the event Landlord fails to comply with the material terms, conditions or covenants of this Lease that Landlord is required to observe or perform and such breach or default continues for a period of thirty (30) days after written notice from Tenant, or in the event of an uncured default by Landlord under the Master Development Agreement, Tenant shall be permitted to pursue any and all remedies available under Florida law, including, but not limited to, an action for specific performance of Landlord's obligations under this Lease.

22. Quiet Possession. The Tenant shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the term hereof provided that the Tenant pays the rent and performs all the covenants and conditions of this Lease that the Tenant is required to perform; and the Landlord warrants that it has full right and sufficient title to lease the Leased Premises to the Tenant for the Term herein stated.

23. Compliance with Law.

(a) The Tenant agrees to comply with all laws, ordinances, and regulations now in effect or enacted hereafter related to the use or occupancy of all or any part of the Leased Premises and Project at all times during the Term of this Lease, at its own expense, in connection with any use the Tenant may make of the Leased Premises and the Project.

(b) The Tenant shall obtain all necessary licenses, permits and inspections necessary to operate the Project on the Leased Premises at its own expense. The Landlord shall cooperate with the Tenant fully to help the Tenant obtain all necessary licenses, permits and inspections required to operate the Project on the Leased Premises provided that the costs of obtaining such licenses, permits and inspection are paid by the Tenant.

24. Mechanic's Liens.

(a) In accordance with Chapter 713, Florida Statutes, Tenant has no authority to and shall not create any liens for labor or material on or against the Leased Premises or any interest therein, and no such liens shall extend to any interest of Landlord in the Leased Premises under any circumstances. Tenant agrees to notify all materialmen, suppliers, contractors, mechanics, or laborers involved with work or improvements on the Leased Premises at Tenant's request that such party must look only to Tenant or Tenant's other property interests for payment, and any contract with any such party shall include a statement to that effect. All materialmen, suppliers, contractors, mechanics and laborers may be put on notice of this Section by the recordation, at Landlord's option, of a notice in accordance with Section 713.10, Florida Statutes, in the Public Records of Palm Beach County, Florida.



(b) Notwithstanding the foregoing, if a lien is attached to the Leased Premises, in addition to any other right or remedy of Landlord, within twenty (20) business days of the Landlord delivering notice to the Tenant that a lien has been filed against the Leased Premises on account of labor or material furnished in connection with the Tenant's development of the Leased Premises, the Tenant shall (i) discharge the lien filed against the Leased Premises, (ii) transfer the lien to a surety bond pursuant to Section 713.23 or Section 713.24, Florida Statutes, or (iii) deliver a cash deposit to the Clerk of the Court of Palm Beach County pursuant to Section 713.24, Florida Statutes. The Landlord may discharge the lien by posting a bond or a cash deposit with the Clerk of the Court if the Tenant fails to do so within the time required under this Lease. The Tenant shall reimburse the Landlord the costs incurred to have the lien discharged upon demand.

25. Notices: Any notice required by this Lease shall be delivered to the following parties at the following addresses:

If to the Landlord: . Delray Beach Housing Authority  
600 N. Congress Avenue  
Suite 310-B  
Delray Beach, FL 33445  
Attn: Dorothy Ellington

With a copy to: Gilberto Pastoriza, Esq.  
Weiss Serota Helfman Pastoriza Cole & Boniske  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, FL 33134

If to Tenant: Village Square Family, Ltd.  
c/o Michael Hartman  
1750 Valley View Lane, Suite 420  
Dallas, TX 75234

With a copy to: Heather Conger Toft, Esq.  
Broad and Cassel  
390 North Orange Ave., Suite 1400  
Orlando, FL 32801

Any notice required or permitted to be delivered under this Lease shall be deemed to be given and effective: (a) when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (b) when sent, if sent by a nationally recognized overnight carrier, (c) when received, if delivered personally, provided that all charges have been prepaid and the notice is addressed to the party as set forth above. The time period for a response to a notice shall, be measured from date of receipt or refusal of delivery of the notice. Notices given on behalf of a party by its attorney shall be effective for and on behalf of such party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.



Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

26. Waiver. The rights and remedies of the Landlord and Tenant under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. No waiver by the Landlord or Tenant of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by the Landlord or Tenant to enforce one or more of the remedies provided herein upon the Event of Default shall not be deemed or construed to constitute a waiver of such default. Acceptance of any installments of rent by the Landlord subsequent to the date it is due shall not alter or affect the covenant and obligation of Tenant to pay subsequent installments of rent promptly upon the due date thereof.

27. Applicable Law. This Lease shall be construed under the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

28. Entire Agreement. This Lease contains the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings.

29. Interpretation.

(a) The words "Landlord" and "Tenant" as used herein shall include, apply to, bind and benefit, as the context permits or requires, the parties executing this Lease and their respective successors and assigns.

(b) Wherever the context permits or requires, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular numbers shall be construed to include the plural.

30. Captions. The headings and captions contained in this Lease are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of this Lease nor of any provision contained herein.

31. Care of the Project. The Tenant shall take good care of the Project and prevent waste. All damage or injury to the Leased Premises or the Project shall be promptly repaired by the Tenant at its expense throughout the Term of this Lease.

32. Net Lease. This is a "Net Lease" and the Landlord shall have no obligation to provide any services, perform any acts or pay any expenses, charges, obligations or costs of any kind related to the construction, development and operation of the Project on the Leased Premises, and Tenant hereby agrees to pay one hundred percent (100%) of any and all Operating Expenses of the Project for the Lease Term, and any extensions thereof, if the Landlord elects to take possession of the Project after an Event of Default under this Lease and the Landlord or its agent operates and manages the Project, any and all Operating Expenses incurred in excess of rents generated by the Project shall be paid by the Tenant upon receipt of a demand by the



Landlord, it is specifically understood and agreed that the Landlord shall have no obligation to expend any monies with regard to the Project during the term of this Lease or any extensions thereof.

33. Damage by Casualty. The Tenant, at its sole cost and expense, shall rebuild the Project or any part thereof if damaged or destroyed by casualty, subject to the rights of any Leasehold Mortgagees.

34. Alterations. After construction of the Project or any portion thereof, the Tenant shall have the right to make all necessary changes and alterations subject to Landlord's prior written approval.

35. Holding Over. If Tenant retains possession of the Project after termination or expiration of this Lease, the Tenant agrees to pay Annual Base Rent, in an amount equal to one and one-half times the rent in effect at the time the Lease expired or terminated. The parties hereto agree that the Landlord's acceptance of rent shall not be considered a renewal of this Lease and the Tenant's tenancy shall be on a month-to-month basis, terminable by either party giving the other one month's written notice thereof.

36. Modification of Lease. This Lease may not be modified, altered, or changed in any manner other than by a written agreement between the Landlord and Tenant, executed by both parties.

37. Partial Invalidity. If any part of this Lease is invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall remain in full force and effect.

38. Estoppel. Landlord agrees at any time and from time to time, upon not less than twenty (20) days prior written notice by Tenant or by a Leasehold Mortgagee, to furnish a statement in writing setting forth the rents, payments and other monies then payable under this Lease, if then known; certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating whether or not to the best of Landlord's knowledge, Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant is in default in keeping, observing and performing any of the terms of this Lease, and, if Tenant shall be in default, specifying each such default of which Landlord may have knowledge. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective assignee, transferee or purchaser of Tenant's interest in this Lease, any Leasehold Mortgagee or any assignee thereof, but reliance on such certificate may not extend to any default of Tenant as to which Landlord shall have had no actual knowledge.

39. Remedies Cumulative. No right or remedy conferred upon or reserved by this Lease is intended to be exclusive of any other right or remedy; and each and every right and remedy shall be cumulative and in addition to any other right or remedy contained in this Lease. No delay or failure by either party to enforce its rights under this Lease shall be construed as a waiver, modification or relinquishment thereof.

40. Attorneys' Fees. The non-prevailing party in any enforcement action related to this Lease shall pay to the prevailing party any and all reasonable costs and expenses (including



reasonable attorneys' fees at trial and on appeal) incurred by such prevailing party in connection with any litigation or other action instituted to enforce the obligations of Tenant or Landlord, as the case may be, under this Lease.

41. Limitation on Liability. Tenant agrees that the board members, managers, directors, employees, representatives and officers of Landlord shall not be personally liable for any liability or obligation of Landlord under this Lease.

42. Relationship of Landlord and Tenant. Nothing contained in this Lease shall be deemed by the parties hereto or by any third party to create a partnership, joint venture or association of any type or the relationship of principal and agent between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Basic Rent or Percentage Rent nor any other provision contained in this Lease nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

43. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

44. Recording of Lease. Simultaneously with the execution of this Lease, Landlord and Tenant shall execute a "Memorandum of Ground Lease" in substantially the form as attached in Exhibit "D", setting forth a description of the Leased Premises, the Lease Commencement Date, Lease Termination Date, and any other information required by Landlord or Tenant. The Memorandum of Ground Lease shall be recorded in the Public Records of Palm Beach County, Florida.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first written above.

WITNESSES:

Abigail K. Wooldridge  
Print Name: Abigail K. Wooldridge

Christina M. Cassel  
Print Name: CHRISTINA CASSEL

Nguyen Tran  
Print Name: NGUYEN TRAN  
Naomi Lynn Durham  
Print Name: NAOMI LYNN DURHAM

Bridgette Huff  
Print Name: Bridgette Huff  
Patricia Spears  
Print Name: PATRICIA SPEARS

TENANT:

VILLAGE SQUARE FAMILY, LTD.,  
a Florida limited partnership

By: RST Carver Estates Family, LLC, a  
Nevada limited liability company, its  
general partner

By: Roundstone Development, LLC, a Nevada  
limited liability company, its sole member

By: Clifton E. Phillips  
Print Name: Clifton E. Phillips, President

AND

By: Delray Housing Group, Inc., a Florida  
non-profit corporation, its general partner

By: Cheryl Aronson  
Print Name: Cheryl Aronson  
Its: Chair Person

LANDLORD:

DELRAY BEACH HOUSING AUTHORITY,  
a public body corporate and politic

By: Dorothy Ellington  
Print Name: Dorothy Ellington  
Its: C.E.O.



**EXHIBIT "A"**

**Legal Description**

The Leased Premises are part of Landlord's overall property ("Overall Property") as described herein which is shown as Phase II of Village Square on the Site Plan which is attached hereto.

OVERALL PROPERTY

TRACT "B", A LIGHT INDUSTRIAL DEVELOPMENT FOR FRANZ / DELK / KINNAIRD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 83, AT PAGE 93 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 19 AND LOT 27, SUBDIVISION OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WITHIN THE CITY OF DELRAY BEACH, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTH PORTION -

BEGIN AT THE SOUTHEAST CORNER OF TRACT "B", STONE STATION FLORIDA, INC., ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 86, AT PAGES 129 THROUGH 130 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND RUN ON AN ASSUMED BEARING OF  $N00^{\circ}20'26''E$  ALONG THE EAST LINE OF SAID PLAT FOR A DISTANCE OF 221.86 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE EAST LINE OF SAID PLAT, NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF  $32^{\circ}01'51''$  FOR AN ARC DISTANCE OF 163.74 FEET TO A POINT OF TANGENCY; THENCE  $N32^{\circ}22'17''E$  ALONG THE EASTERLY LINE OF SAID PLAT FOR A DISTANCE OF 223.00 FEET; THENCE  $N89^{\circ}28'23''E$  ALONG THE SOUTH LINE OF "AUBURN TRACE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 84, AT PAGES 184 THROUGH 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE BEING COINCIDENT WITH THE NORTH LINE OF LOT 19 AND LOT 27, SUBDIVISION OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR A DISTANCE OF 1229.22 FEET; THENCE  $S00^{\circ}16'48''W$  ALONG THE WEST LINE OF "DELRAY BEACH CEMETERY", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24, AT PAGE 77 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE BEING COINCIDENT WITH THE EAST LINE OF THE WEST ONE-HALF ( $W1/2$ ) OF LOT 27, SUBDIVISION OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR A DISTANCE OF 431.30 FEET; THENCE  $S88^{\circ}59'42''W$  ALONG THE NORTH LINE OF "DELRAY BEACH HEIGHTS" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 26, AT PAGE 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTH LINE OF "DELRAY BEACH HEIGHTS 1ST ADDITION" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 29, AT PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA FOR A DISTANCE OF 750.02 FEET; THENCE  $S00^{\circ}18'45''W$  ALONG THE WEST LINE OF DELRAY BEACH HEIGHTS 1ST ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 29, AT PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR A DISTANCE OF 110.87 FEET TO THE NORTH RIGHT OF WAY LINE OF S.W. 8TH STREET ACCORDING TO THE REPLAT DELRAY BEACH HEIGHTS EXTENSION SECTIONS "A" AND "B", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, AT PAGE 171 OF THE PUBLIC



RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S88°59'42"W ALONG SAID NORTH RIGHT OF WAY LINE OF SAID S.W. 8TH STREET FOR A DISTANCE OF 149.93 FEET TO A POINT TO BE KNOWN HEREINAFTER AS POINT "A"; THENCE CONTINUE S88°59'42"W ALONG THE NORTH RIGHT OF WAY LINE OF SAID S.W. 8TH STREET FOR A DISTANCE OF 490.17 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE SOUTH PORTION:

COMMENCING AT THE AFOREMENTIONED POINT "A"; THENCE S00°15'31"W ALONG THE NORTHERLY EXTENSION OF AND THE EAST LINE OF TRACT "B", A LIGHT INDUSTRIAL DEVELOPMENT FOR FRANZ / DELK / KINNAIRD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 63, AT PAGE 93 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR A DISTANCE OF 75.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°15'31"W ALONG THE EAST LINE OF TRACT "B", A LIGHT INDUSTRIAL DEVELOPMENT FOR FRANZ / DELK / KINNAIRD FOR A DISTANCE OF 639.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°44'11" FOR AN ARC DISTANCE OF 38.72 FEET TO A POINT OF TANGENCY; THENCE S88°59'42"W ALONG THE SOUTH LINE OF TRACT "B" OF SAID PLAT FOR A DISTANCE OF 145.18 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°15'49" FOR AN ARC DISTANCE OF 39.82 FEET TO A POINT OF TANGENCY; THENCE N00°15'31"E ALONG THE WEST LINE OF TRACT "B" OF SAID PLAT FOR A DISTANCE OF 639.80 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°44'11" FOR AN ARC DISTANCE OF 38.72 FEET TO A POINT OF TANGENCY; THENCE N88°59'42"E ALONG THE NORTH LINE OF TRACT "B" OF SAID PLAT FOR A DISTANCE OF 145.18 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 91°15'49" FOR AN ARC DISTANCE OF 39.82 FEET TO A POINT OF TANGENCY AND THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 18.18 ACRES MORE OR LESS.



ARCHITECT:  
 CROSS ARCHITECTS  
 1355 W. 15TH STREET,  
 PLANO, TEXAS 75075  
 B72 398.6844



# VILLAGE SQUARE - PHASE II DELRAY BEACH, FLORIDA

A2.0  
 SITE PLAN  
 08/15/2011

**PARKING TABULATION**

|              |     |
|--------------|-----|
| RESIDENTIAL  | 779 |
| GUEST        | 36  |
| HANDICAP     | 1   |
| CLUBHOUSE    | 5   |
| TOTAL SPACES | 375 |

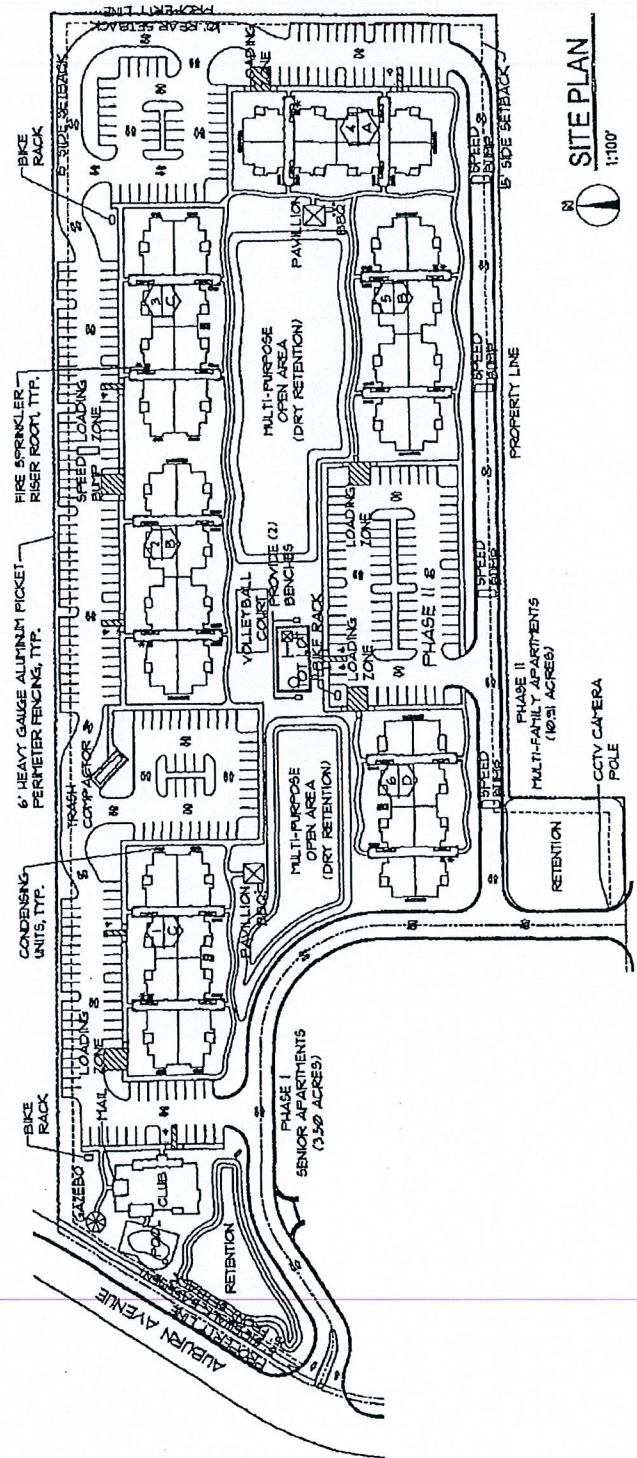
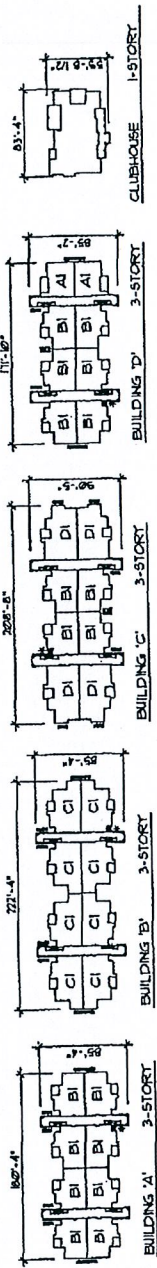
**BUILDING TABULATION**

| TYPE  | # BLDGS | UNIT/BLDG | UNIT TYPES | BLDG. SF.   | TOTAL SF.   |
|-------|---------|-----------|------------|-------------|-------------|
| A     | 1       | 24        | B1-74      | 72,512 SF.  | 72,512 SF.  |
| B     | 2       | 24        | C1-74      | 30,428 SF.  | 60,856 SF.  |
| C     | 2       | 24        | B1-7, D1-7 | 23,780 SF.  | 47,560 SF.  |
| D     | 1       | 24        | A1-6, B1-8 | 71,384 SF.  | 71,384 SF.  |
| TOTAL | 6       |           |            | 163,772 SF. | 163,772 SF. |

**UNIT TABULATION**

| UNIT TYPE                    | # UNITS | UNIT SF. | TOTAL SF.   |
|------------------------------|---------|----------|-------------|
| A1 - ONE BEDROOM, ONE BATH   | 6       | 7500 SF. | 45,000 SF.  |
| B1 - TWO BEDROOM, TWO BATH   | 66      | 909 SF.  | 60,198 SF.  |
| C1 - THREE BEDROOM, TWO BATH | 48      | 1267 SF. | 60,816 SF.  |
| D1 - FOUR BEDROOM, TWO BATH  | 24      | 1527 SF. | 36,648 SF.  |
| TOTAL                        | 144     |          | 163,772 SF. |

\* 100% OF THE UNITS WILL BE RESTRICTED TO RESIDENTS EARNING 60% OR LESS OF THE AREA MEDIAN INCOME



N  
 1:100  
 SITE PLAN



**EXHIBIT "B"**

**Development Schedule**

**Village Square  
Family  
Development Schedule**

10/24/2011 2:53 PM

| Activity | M-Stone | Goals & Milestones  | Start Date | End Date  |
|----------|---------|---|------------|-----------|
| 1        |         | Architect Prepare Plans For Preliminary Review                        | 10-May-10  | 10-Aug-10 |
| 2        |         | Selection of Developer  | 19-Aug-10  | 19-Aug-10 |
| 3        |         | Review Civil Engineer Candidates - DBHA / RS                          | 19-Aug-10  | 19-Aug-10 |
| 4        |         | Review Surveyor Candidates - DBHA / RS                                | 19-Aug-10  | 19-Aug-10 |
| 5        |         | Interview Prospective Attorney - Specialize Bond & Tax Credits        | 20-Aug-10  | 10-Sep-10 |
| 6        |         | Contact financing sources for appointments                            | 18-Oct-10  | 18-Oct-10 |
| 7        |         | Select Architect  | 15-Sep-10  | 18-Oct-10 |
| 8        |         | Attorney Under Contract   | 18-Oct-10  | 18-Oct-10 |
| 9        |         | Meet County Housing and Comm. Dev. re HOME / CDBG / NSP2/ Fee Waivers | 4-Nov-10   | 4-Nov-10  |
| 10       |         | Update Projections after meeting                                      | 5-Nov-10   | 5-Nov-10  |
| 11       |         | Meet With CRA re Subordinate Financing                                | 8-Nov-10   | 8-Nov-10  |
| 12       |         | Update Projections after meeting                                      | 9-Nov-10   | 9-Nov-10  |
| 13       |         | Meet With City Comm. Imp. Director - CDBG/ Fee Waiver / NSP Funds     | 11-Nov-10  | 11-Nov-10 |
| 14       |         | Update Projections after meeting                                      | 12-Nov-10  | 12-Nov-10 |
| 15       |         | Approval Master Developer Agreement                                   | 19-Aug-10  | 12-Nov-10 |
| 16       |         | Review Preliminary Architectural Plans - DBHA / RS                    | 5-Jan-11   | 5-Jan-11  |
| 17       |         | Meet with DBHA to Review Projections and decide on financing          | 5-Jan-11   | 5-Jan-11  |
| 18       |         | Meet with P & Z regarding Land Development Applications               | 5-Jan-11   | 5-Jan-11  |
| 19       |         | Interview Prospective Civil Engineers                                 | 2-Dec-10   | 14-Jan-11 |
| 20       |         | Interview Prospective Surveyors                                       | 2-Dec-10   | 14-Jan-11 |
| 21       |         | Conceptual construction cost estimates - Kiewit                       | 6-Jan-11   | 20-Jan-11 |
| 22       |         | Select Civil Engineer - Negotiate Contract                            | 17-Jan-11  | 24-Jan-11 |
| 23       |         | Select Surveyor - Negotiate Contract                                  | 17-Jan-11  | 24-Jan-11 |
| 24       |         | Civil Engineer Under Contract   | 26-Jan-11  | 26-Jan-11 |
| 25       |         | Surveyor Under Contract   | 26-Jan-11  | 26-Jan-11 |
| 26       |         | Architect Incorporates Preliminary Review Comments                    | 6-Jan-11   | 28-Jan-11 |
| 27       |         | Surveyor Prepare Boundary Survey / Design Roads w/ Architect          | 2-Mar-11   | 30-Mar-11 |
| 28       |         | Architect Delivers Revised Plans For Review To DBHA / RS              | 18-Apr-11  | 18-Apr-11 |
| 29       |         | Civil Engineer Delivers Plans For Review To DBHA / RS                 | 18-Apr-11  | 18-Apr-11 |
| 30       |         | Review Revised Architectural Plans - DBHA / RS                        | 18-Apr-11  | 22-Apr-11 |
| 31       |         | Review Revised Civil Plans - DBHA / RS                                | 18-Apr-11  | 22-Apr-11 |
| 32       |         | Civil Engineer Prepares Final Plans                                   | 22-Apr-11  | 13-May-11 |
| 33       |         | Review Environmental Engineer Candidates - DBHA / RS                  | 28-Jun-11  | 14-Jul-11 |
| 34       |         | Interview Prospective Environmental Engineers                         | 28-Jun-11  | 14-Jul-11 |
| 35       |         | Select Environmental Engineer - Negotiate Contract                    | 14-Jul-11  | 21-Jul-11 |
| 36       |         | Environmental Engineer Under Contract                                 | 22-Jul-11  | 22-Jul-11 |
| 37       |         | Submit for Conditional Use  | 1-Apr-11   | 2-Aug-11  |
| 38       |         | Environmental Engineer Delivers Phase 1 - ESA                         | 25-Jul-11  | 19-Aug-11 |
| 39       |         | Developer prepares 9% tax credit application                          | 10-Dec-10  | 16-Nov-11 |
| 40       |         | Developer and DBHA review 9% application                              | 17-Nov-11  | 1-Dec-11  |
| 41       |         | Finalize 9% app and file with FHFC                                    | 2-Dec-11   | 8-Dec-11  |
| 42       |         | Prepare cross-appeals of competing 9% applications                    | 28-Jan-12  | 6-Feb-12  |
| 43       |         | Prepare cures for 9% application                                      | 2-Apr-12   | 9-Apr-12  |
| 44       |         | Prepare cross-appeals of competing 9% application cures               | 10-Apr-12  | 17-Apr-12 |
| 45       |         | Architect Prepares Final Plans  | 2-Jul-12   | 20-Jul-12 |
| 46       |         | Review Final Architectural Plans - DBHA / RS                          | 21-Jul-12  | 23-Jul-12 |
| 47       |         | Submit for Site Plan  | 24-Jul-12  | 24-Jul-12 |
| 48       |         | Plat Submittal  | 24-Jul-12  | 24-Jul-12 |
| 49       |         | Architect Incorporates Final Plan Review Comments                     | 21-Aug-12  | 4-Sep-12  |
| 50       |         | Updated Estimates - Kiewit  | 6-Sep-12   | 19-Sep-12 |
| 51       |         | File 9% underwriting with FHFC  | 30-Jul-12  | 31-Oct-12 |
| 52       |         | Tax credit syndication selection and underwriting                     | 30-Jul-12  | 30-Nov-12 |
| 53       |         | File 9% carryover application   | 1-Nov-12   | 7-Dec-12  |
| 54       |         | Plat Recordation  | 8-Jan-13   | 8-Jan-13  |
| 55       |         | Submit Plans For Permitting   | 9-Jan-13   | 9-Jan-13  |
| 56       |         | Civil and Building Permits ready for pickup                           | 9-Apr-13   | 9-Apr-13  |
| 57       |         | Financing Closes - Loan Documents Recorded                            | 15-Apr-13  | 17-Apr-13 |
| 58       |         | Notice Of Commencement Recorded                                       | 18-Apr-13  | 18-Apr-13 |
| 59       |         | Ground Breaking / Commencement Of Construction                        | 22-Apr-13  | 22-Apr-13 |



EXHIBIT "C"

Insurance Requirements

INSURANCE

A. General Liability including bodily injury and property damage:

\$2,000,000 General Aggregate Limit (Other than Products & Completed Operations)  
\$2,000,000 Products & Completed Operations Aggregate Limit  
\$1,000,000 Per Occurrence  
\$1,000,000 Personal Liability & Advertising Liability Insurance  
\$1,000,000 Fire/Legal Liability  
\$ 10,000 Medical Expenses

Endorsement: Designated Construction Project General Aggregate Limit, including contractual liability.

B. Excess and Umbrella Liability:

\$5,000,000 Per Occurrence  
\$5,000,000 Aggregate

Endorsement: Designated Construction Project General Aggregate Limit

C. Workers Compensation and Employers Liability:

\$500,000 Each Accident  
\$500,000 Disease-Policy Limit  
\$500,000 Disease-Each Employee

D. Builders Risk:

(1) The Tenant shall have "All Risk" insurance against loss or damage by fire, flood and such other risks and matters, including without limitation, business interruption, rental loss, public liability, and boiler damage and liability. The amount of such insurance will not be less than 100% of the full replacement value of the Development, including the cost of debris removal, without deduction for depreciation.

(2) All Contractors, Sub-Contractors should provide proof they have a Builders Risk/Installation Floater in place with limits not less than the cost of their portion of the job/contract.

(3) Riggers Liability: Limit of Liability \$2,000,000 Aggregate/\$1,000,000 Per Occurrence if the Contractor or Sub-Contractor's operation includes rigging.

Endorsement: Designated Construction Project General Aggregate Limits.

E. Business Automobile Liability - \$1,000,000

F. Professional Liability - \$1,000,000. Additionally, the following contractors must be required to provide \$1,000,000 of professional liability coverage:

- (a) Engineers
- (b) Architects; and
- (c) Attorneys

G. The Tenant's insurance shall include the following:

1. Waiver of subrogation all liability policies.
2. Hold harmless Agreement covering the Authority, and all successors and assigns, commissions, officers, directors, agents, lessees, employees and authorized representatives.
3. All Carriers should be "A" rated by AM Best.

All policies of insurance (other than professional liability) must be made on an occurrence basis.



**EXHIBIT "D"**

**Form of Memorandum of Ground Lease**

Prepared by and return to:  
Gilberto Pastoriza, Esq.  
Weiss Serota Helfman Pastoriza Cole & Boniske  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, FL 33134

**MEMORANDUM OF GROUND LEASE**

THIS MEMORANDUM OF GROUND LEASE is made and effective this 19th day of August, 2011 between DELRAY BEACH HOUSING AUTHORITY, a public body corporate and politic ("Landlord") and VILLAGE SQUARE FAMILY, LTD., a Florida limited partnership ("Tenant").

A. By virtue of a ground lease agreement dated August 19, 2011 ("Lease"), Landlord has leased to Tenant the real property described in Exhibit "A" attached hereto ("Leased Premises"), and

B. During the term of the Lease, Tenant shall be the owner of the buildings, structures and other improvements located and to be located in the future on the Leased Premises ("Improvements"), and

C. The Lease sets forth certain rights and obligations of the parties with respect to the Leased Premises and the Improvements, and

Landlord and Tenant desire to place of record a memorandum of the Lease to place third parties on notice of the existence of same.

NOW THEREFORE, in consideration of the Recitals and mutual covenants hereinafter contained, the parties agree as follows:

1. Landlord does hereby lease unto Tenant the Leased Premises in accordance with the terms, covenants, and conditions set forth in the Lease. The provisions of the Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

2. The Commencement Date of the Lease is August 19, 2011 and the Lease expires on March 31, 2062.

3. No lien arising under Part I of Chapter 713, Florida Statutes, or any statute of similar import, shall extend to the interest of Landlord in the Leased Premises. Tenant is precluded by the terms of the Lease from creating or allowing to be created against Landlord's

title to or interest in the Leased Premises, any construction liens, or any other liens permitted under the Florida Construction Lien Law, and all persons claiming by, through, under or against Tenant are hereby notified that Tenant has no power of authority to subject the title or interest of Landlord, as fee owner of the Leased Premises, to any claim for such lien. All persons dealing with Tenant and claiming by, through, under or against Tenant shall look solely to Tenant for the payment of any and all charges incurred in improving the Leased Premises and Improvements at any time during the term of the Lease.

4. The terms of the Lease are incorporated herein by reference.

[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGES]



IN WITNESS WHEREOF, the parties have caused this Memorandum of Ground Lease to be executed by their respective duly authorized officers the day and year first above written.

WITNESSES:

TENANT:

VILLAGE SQUARE FAMILY, LTD.,  
a Florida limited partnership

By: RST Carver Estates Family, LLC, a  
Nevada limited liability company, its  
general partner

By: Roundstone Development, LLC, a Nevada  
limited liability company, its sole member

Abigail K. Woodridge  
Print Name: Abigail K. Woodridge

Christine M. Cassett  
Print Name: CHRISTINE M. CASSETT

By: [Signature]  
Print Name: Clifton E. Phillips, President

AND

By: Delray Housing Group, Inc., a Florida  
non-profit corporation, its general partner

Nguyen Tran  
Print Name: NGUYEN TRAN

Naomi Lynn Durham  
Print Name: NAOMI LYNN DURHAM

By: [Signature]  
Print Name: Choli Anderson  
Its: chair person

LANDLORD:

DELRAY BEACH HOUSING AUTHORITY,  
a public body corporate and politic

Bridgette Hill  
Print Name: Bridgette Hill

Pattie Spears  
Print Name: PATTIE SPEARS

By: [Signature]  
Print Name: Dorothy Ellington  
Its: CEO

[ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGES]

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2011 by Clifton E. Phillips, as President of Roundstone Development, LLC, a Nevada limited liability company, sole member of RST Carver Estates Family, LLC, a Nevada limited liability company, general partner of Village Square Family Ltd., a Florida limited partnership. The above-named person is (personally known to me) or has produced \_\_\_\_\_ as identification.



Lisa Brown  
(Signature of Notary Public)

Lisa Brown  
(Typed name of Notary Public)  
Notary Public, State of TEXAS  
Commission No. 126441630  
My commission expires: March 14, 2012

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2011 by Choli Bronson, as Chairperson of Delray Housing Group, Inc., a Florida non-profit corporation, general partner of Village Square Family Ltd., a Florida limited partnership. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification.



Jakeleen Fernandez  
(Signature of Notary Public)

Jakeleen Fernandez  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No. DD 980607  
My commission expires: Apr 11, 2014

[ACKNOWLEDGMENT OF LANDLORD APPEARS ON THE FOLLOWING PAGE]



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2011 by Dorothy Ellington as CEO on behalf of Delray Beach Housing Authority, a public body corporate and politic. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
(Signature of Notary Public)  
Jakeleen Fernandez  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No. 00 980607  
My commission expires: Apr 11, 2014

**EXHIBIT "A" TO MEMORANDUM OF GROUND LEASE**

**Legal Description**

The Leased Premises are part of Landlord's overall property ("Overall Property") as described herein which is shown as Phase II of Village Square on the Site Plan which is attached hereto.



OVERALL PROPERTY

TRACT "B", A LIGHT INDUSTRIAL DEVELOPMENT FOR FRANZ / DELK / KINNAIRD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 63, AT PAGE 93 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND A PORTION OF LOT 19 AND LOT 27, SUBDIVISION OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WITHIN THE CITY OF DELRAY BEACH, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTH PORTION

BEGIN AT THE SOUTHEAST CORNER OF TRACT "B", STONE STATION FLORIDA, INC, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 98, AT PAGES 129 THROUGH 130 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND RUN ON AN ASSUMED BEARING OF  $N00^{\circ}20'26''E$  ALONG THE EAST LINE OF SAID PLAT FOR A DISTANCE OF 221.88 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG THE EAST LINE OF SAID PLAT, NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF  $32^{\circ}01'51''$  FOR AN ARC DISTANCE OF 163.74 FEET TO A POINT OF TANGENCY; THENCE  $N32^{\circ}22'17''E$  ALONG THE EASTERLY LINE OF SAID PLAT FOR A DISTANCE OF 223.00 FEET; THENCE  $N89^{\circ}29'23''E$  ALONG THE SOUTH LINE OF "AUBURN TRACE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 64, AT PAGES 184 THROUGH 185 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE BEING COINCIDENT WITH THE NORTH LINE OF LOT 19 AND LOT 27, SUBDIVISION OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR A DISTANCE OF 1229.22 FEET; THENCE  $S00^{\circ}18'48''W$  ALONG THE WEST LINE OF "DELRAY BEACH CEMETERY", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 24, AT PAGE 77 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LINE BEING COINCIDENT WITH THE EAST LINE OF THE WEST ONE-HALF ( $W1/2$ ) OF LOT 27, SUBDIVISION OF SECTION 20, TOWNSHIP 48 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, AT PAGE 4 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR A DISTANCE OF 431.30 FEET; THENCE  $S88^{\circ}59'42''W$  ALONG THE NORTH LINE OF "DELRAY BEACH HEIGHTS" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, AT PAGE 188 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTH LINE OF "DELRAY BEACH HEIGHTS 1ST ADDITION" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 29, AT PAGE 65 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR A DISTANCE OF 750.02 FEET; THENCE  $S00^{\circ}18'48''W$  ALONG THE WEST LINE OF DELRAY BEACH HEIGHTS 1ST ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 29, AT PAGE 65 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR A DISTANCE OF 110.87 FEET TO THE NORTH RIGHT OF WAY LINE OF S.W. 8TH STREET ACCORDING TO THE REPLAT DELRAY BEACH HEIGHTS EXTENSION SECTIONS "A" AND "B", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 28, AT PAGE 171 OF THE PUBLIC



RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S88°59'42"W ALONG SAID NORTH RIGHT OF WAY LINE OF SAID S.W. 8TH STREET FOR A DISTANCE OF 149.83 FEET TO A POINT TO BE KNOWN HEREINAFTER AS POINT "A"; THENCE CONTINUE S88°59'42"W ALONG THE NORTH RIGHT OF WAY LINE OF SAID S.W. 8TH STREET FOR A DISTANCE OF 490.17 FEET TO THE POINT OF BEGINNING.

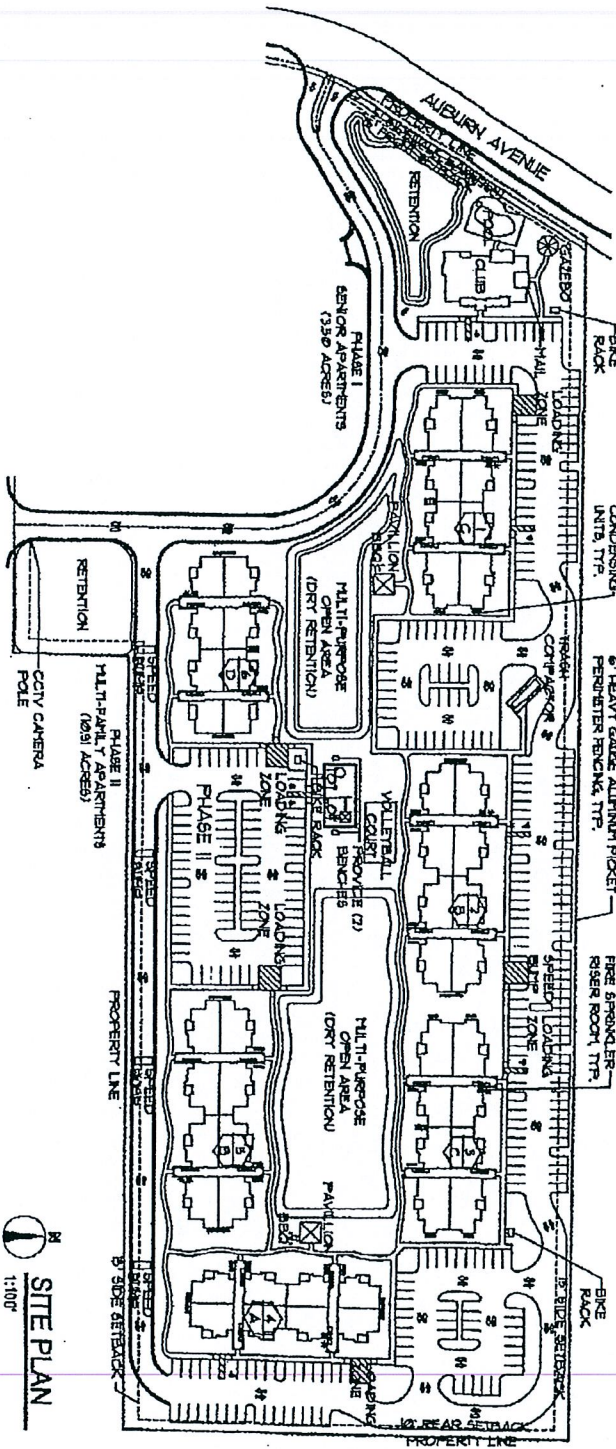
TOGETHER WITH THE SOUTH PORTION:

COMMENCING AT THE AFOREMENTIONED POINT "A"; THENCE S00°15'31"W ALONG THE NORTHERLY EXTENSION OF AND THE EAST LINE OF TRACT "B", A LIGHT INDUSTRIAL DEVELOPMENT FOR FRANZ / DELK / KINNAIRD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 63, AT PAGE 93 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, FOR A DISTANCE OF 75.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°15'31"W ALONG THE EAST LINE OF TRACT "B", A LIGHT INDUSTRIAL DEVELOPMENT FOR FRANZ / DELK / KINNAIRD FOR A DISTANCE OF 639.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°44'11" FOR AN ARC DISTANCE OF 38.72 FEET TO A POINT OF TANGENCY; THENCE S88°59'42"W ALONG THE SOUTH LINE OF TRACT "B" OF SAID PLAT FOR A DISTANCE OF 145.18 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 81°16'49" FOR AN ARC DISTANCE OF 39.82 FEET TO A POINT OF TANGENCY; THENCE N00°15'31"E ALONG THE WEST LINE OF TRACT "B" OF SAID PLAT FOR A DISTANCE OF 639.80 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°44'11" FOR AN ARC DISTANCE OF 38.72 FEET TO A POINT OF TANGENCY; THENCE N88°59'42"E ALONG THE NORTH LINE OF TRACT "B" OF SAID PLAT FOR A DISTANCE OF 145.18 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, SOUTHEASTERLY AND SOUTHERLY ALONG A CIRCULAR CURVE TO THE RIGHT AND CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 81°16'49" FOR AN ARC DISTANCE OF 39.82 FEET TO A POINT OF TANGENCY AND THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 18.18 ACRES MORE OR LESS.





**SITE PLAN**  
1:100'

**UNIT TABULATION**

| UNIT TYPE                    | # UNITS    | UNIT SF.         | TOTAL SF.         |
|------------------------------|------------|------------------|-------------------|
| A1 - ONE BEDROOM, ONE BATH   | 6          | 160 SF.          | 4,800 SF.         |
| A2 - TWO BEDROOM, TWO BATH   | 46         | 300 SF.          | 4,400 SF.         |
| C1 - THREE BEDROOM, TWO BATH | 24         | 1,200 SF.        | 28,800 SF.        |
| D1 - FOUR BEDROOM, TWO BATH  | 24         | 1,200 SF.        | 28,800 SF.        |
| <b>TOTAL</b>                 | <b>100</b> | <b>1,660 SF.</b> | <b>65,800 SF.</b> |

\* 10% OF THE UNITS WILL BE RESTRICTED TO RESIDENTS EARNING 60% OR LESS OF THE AREA MEDIAN INCOME

**BUILDING TABULATION**

| TYPE         | # BLDGS  | UNIT/BLDG. | UNIT TYPES     | BLDG. SF.         | TOTAL SF.         |
|--------------|----------|------------|----------------|-------------------|-------------------|
| A            | 1        | 24         | A1, A2         | 2,400 SF.         | 2,400 SF.         |
| B            | 1        | 24         | A1, A2, C1, D1 | 12,000 SF.        | 12,000 SF.        |
| C            | 1        | 24         | A1, A2, C1, D1 | 12,000 SF.        | 12,000 SF.        |
| D            | 1        | 24         | A1, A2, C1, D1 | 12,000 SF.        | 12,000 SF.        |
| <b>TOTAL</b> | <b>4</b> | <b>96</b>  |                | <b>48,400 SF.</b> | <b>48,400 SF.</b> |

**PARKING TABULATION**

| RESIDENTIAL | CLUBHOUSE | HANDICAP | CLUBHOUSE | TOTAL SPACES |
|-------------|-----------|----------|-----------|--------------|
| 219         | 5         | 5        | 5         | 234          |

**BUILDING KEY**

- RESIDENTIAL BUILDING NUMBER
- CLUBHOUSE
- BUILDING TYPE

**A2.0**  
SITE PLAN  
08/15/2011

**VILLAGE SQUARE - PHASE II**  
**DELRAY BEACH, FLORIDA**

**CROSS ARCHITECTS**  
ARCHITECT:  
CROSS ARCHITECTS  
1255 W. 15TH STREET, SUITE 125  
PLANO, TEXAS 75075  
872.388.6644

# Exhibit 28



# **ATTACHMENT F**

**Brief Statement of Explanation regarding  
Application No. 2011 - 061C**

**Provide a separate brief statement for each NOPSE**

Pursuant to Rule 67-48.004(4), Sapodilla Place, Ltd. (Application Number 2011-182C) submits the following Notice of Possible Scoring Error and provides the following Brief Statement of Explanation regarding the deficiencies contained in the Application submitted by Village Square Family, Ltd., and Application Number 2011-061C:

PART III: Development  
Section A: General Development Information  
Subsection 2: Location of Development Site

As a threshold item, an applicant is required to properly identify the location of the Development Site. Within its application, the Applicant identified the address of the Development Site as follows: SE corner of SW 7th St and Auburn Ave, Delray Beach.

According to the Palm Beach County Property Appraiser's map from the appraiser's website, SW 7th Street does not intersect the east side of Auburn Avenue (as shown on the attached exhibit A). Therefore, the SE corner of SW 7th Street does not exist. As such, the location description does not accurately reflect the location of the property.

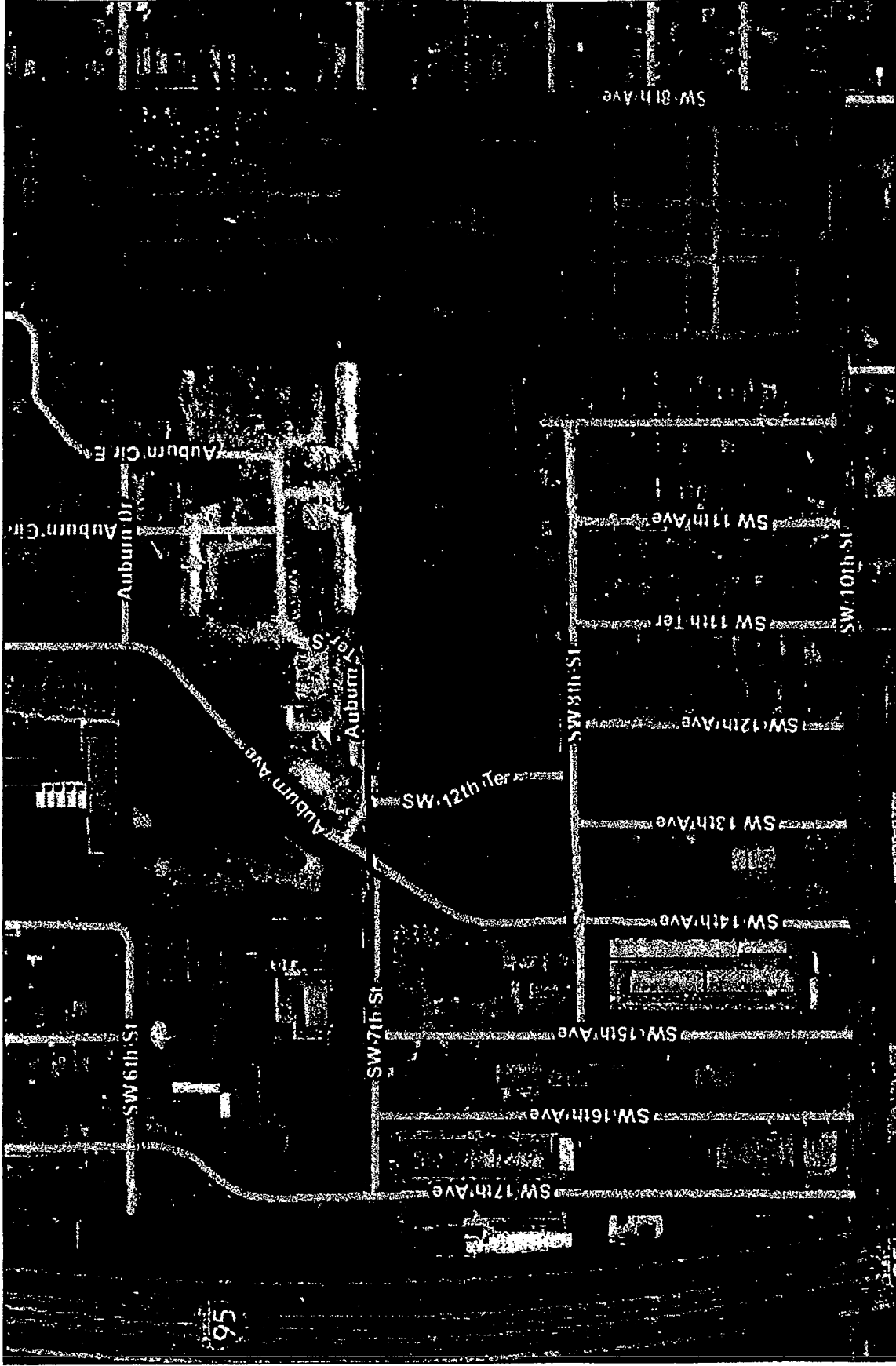
Further, the Applicant's site is a Scattered Site pursuant to Rule 67-48.002(105). The attached map of the site (attached Exhibit A) clearly shows that the site is bifurcated by the right of way for SW 12th Terrace, thus making the site not contiguous.

Specifically with respect to the forms indicating readiness to proceed (please see attached Exhibits 26 and 28-32 behind Exhibit B), Applicant should fail threshold as this address is not a valid address for a scattered site.

Given the deficiency in the address listed by the Applicant in the 2011 Application Cycle, the "address" is invalid and the application must be rejected as it has



# Exhibit A



Palm Beach County  
 Property Appraiser  
 Gary R. Nikolits, CFA



12434620010190020

produced by: papagis



# Exhibit B

2011 UNIVERSAL CYCLE - LOCAL GOVERNMENT VERIFICATION OF STATUS OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS

Name of Development: Village Square  
(Part III.A.1. of the 2011 Universal Cycle Application)

SE corner of SW 7th St and Auburn Ave, Delray Beach

Development Location:  
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

Zoning Designation: RM

Mark the applicable statement:

1.  The above-referenced Development is new construction or rehabilitation with new construction and the final site plan, in the zoning designation stated above, was approved on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=0238](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0238)) by action of the \_\_\_\_\_ (Legally Authorized Body\*).
2.  The above-referenced Development is new construction or rehabilitation with new construction and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.  
  
The necessary approval/review was performed on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=0238](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0238)) by \_\_\_\_\_ Planning & Zoning Department (Legally Authorized Body\*).
3.  The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

\* "Legally Authorized Body" is not an individual. Applicant must state the name of the City Council, County Commission, Board, Department, Division, etc., with authority over such matters.

CERTIFICATION

I certify that the City/County of Delray Beach has vested in me the authority to verify status of site plan approval \_\_\_\_\_ as specified above and I further certify that the information stated above is true and correct.  
(Name of City or County)

Paul Dorling  
Signature

Paul Dorling Director, Planning & Zoning  
Print or Type Name and Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If this certification is applicable to this Development and it is inappropriately signed, the Application will fail to meet threshold. If this certification contains corrections or 'white-out', or if it is scanned, imaged, altered, or retyped, the form will not be considered and the Application will fail to meet threshold. The certification may be photocopied.

Provide Behind a Tab Labeled "Exhibit 26"





Florida Power & Light Company

August 11, 2011

Bob Colvard  
Roundstone Development  
1750 Valley View Lane Suite 420  
Dallas, TX 75234  
Re: Village Square SE corner of SW 7<sup>th</sup> St and Auburn Ave Delray Beach, FL

Dear Mr. Colvard:

This is to confirm that, at the present time, FPL has sufficient capacity to provide electric service to the above captioned property. This service will be furnished in accordance with applicable rates, rules and regulations.

Please provide the final site plan, site survey and electrical load data as soon as possible so the necessary engineering can begin.

Early contact with FPL is essential so that resources may be scheduled to facilitate availability of service when required.

If you have any questions contact me at (561) 742-2010.

Sincerely,

A handwritten signature in black ink, appearing to be 'L. Salamida', written in a cursive style.

Leonard Salamida  
Customer Project Manager

2011 UNIVERSAL CYCLE - VERIFICATION OF AVAILABILITY  
OF INFRASTRUCTURE - WATER

Name of Development: Village Square  
(Part III.A.1. of the 2011 Universal Cycle Application)

SE corner of SW 7th St and Auburn Ave, Delray Beach

Development Location:  
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

The undersigned service provider confirms that on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=0238](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0238)) :

1. Potable water is available to the proposed Development.
2. There are no impediments to the proposed Development for obtaining potable water service other than payment of hook-up or installation fees, line extensions to be paid for by the Applicant in connection with the construction of the Development, or other such routine administrative procedure.
3. To the best of our knowledge, no variance or local hearing is required to make potable water available to the proposed Development.
4. To the best of our knowledge, there are no moratoriums pertaining to potable water which are applicable to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct.

Randal L. Krcjcarek City of Delray Beach  
Signature Name of Entity Providing Service  
Randal L. Krcjcarek, P.E., LEED AP, GISP 434 South Swinton Ave  
Print or Type Name Address (street address, city, state)  
City Engineer Delray Beach, FL  
Print or Type Title  
561-243-7322  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the Application will fail threshold.

If this certification contains corrections or 'white-out', or if it is scanned, imaged, altered, or retyped, the form will not be considered and the Application will fail to meet threshold. The certification may be photocopied.

Provide Behind a Tab Labeled "Exhibit 29"



**2011 UNIVERSAL CYCLE - VERIFICATION OF AVAILABILITY OF  
INFRASTRUCTURE - SEWER CAPACITY, PACKAGE TREATMENT, OR SEPTIC TANK**

Name of Development: Village Square

(Part III.A.1. of the 2011 Universal Cycle Application)

SE corner of SW 7th St and Auburn Ave, Delray Beach

Development Location: \_\_\_\_\_

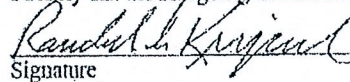
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

The undersigned service provider or permitting authority confirms that on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=0238](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0238))

1. Sewer Capacity, Package Treatment, or Septic Tank is available to the proposed Development.
2. There are no impediments to the proposed Development for obtaining the specified waste treatment service other than payment of hook-up or installation fees, line extensions to be paid for by the Applicant in connection with the construction of the Development, or other such routine administrative procedure.
3. To the best of our knowledge, no variance or local hearing is required to make this service available to the proposed Development.
4. To the best of our knowledge, there are no moratoriums pertaining to this service, which are applicable to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

  
Signature

Randal L. Krejcarek, P.E., LEED AP, GISP  
Print or Type Name

City Engineer  
Print or Type Title

City of Delray Beach  
Name of Entity Providing Service

434 South Swinton Ave  
Address (street address, city, state)

Delray Beach, FL

561-243-7322  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the Application will fail threshold.

If this certification contains corrections or 'white-out', or if it is scanned, imaged, altered, or retyped, the form will not be considered and the Application will fail to meet threshold. The certification may be photocopied.

Provide Behind a Tab Labeled "Exhibit 30"

**2011 UNIVERSAL CYCLE - VERIFICATION OF AVAILABILITY OF  
INFRASTRUCTURE - ROADS**

Name of Development: Village Square (Part III.A.1. of the 2011 Universal Cycle Application)

Development Location: SE corner of SW 7th St and Auburn Ave, Delray Beach

(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

The undersigned local government representative confirms that on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=0238](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0238)):

1. Existing paved roads provide access to the proposed Development or paved roads will be constructed as part of the proposed Development.
2. There are no impediments to the proposed Development using the roads other than payment of impact fees or providing curb cuts, turn lanes, signalization, or securing required final approvals and permits for the proposed Development.
3. The execution of this verification is not a granting of traffic concurrency approval for the proposed Development.
4. To the best of our knowledge, there are no moratoriums pertaining to road usage which are applicable to the proposed Development.

**CERTIFICATION**

I certify that the foregoing information is true and correct.

*Randal L. Krejcarek*  
Signature

City of Delray Beach  
Name of Local Government

Randal L. Krejcarek, P.E., LEED AP, GISP  
Print or Type Name

434 South Swinton Ave  
Address (street address, city, state)

City Engineer  
Print or Type Title

Delray Beach, FL

561-243-7322  
Telephone Number (including area code)

This certification may not be signed by the Applicant, by any related parties of the Applicant, or by any Principals or Financial Beneficiaries of the Applicant. In addition, signatures from local elected officials are not acceptable. If the certification is applicable to this Development and it is inappropriately signed, the Application will fail threshold.

If this certification contains corrections or 'white-out', or if it is scanned, imaged, altered, or retyped, the form will not be considered and the Application will fail to meet threshold. The certification may be photocopied.

Provide Behind a Tab Labeled "Exhibit 31"



2011 UNIVERSAL CYCLE - LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS  
CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Village Square  
(Part III.A.1. of the 2011 Universal Cycle Application)

SE corner of SW 7th St and Auburn Ave, Delray Beach

Development Location: \_\_\_\_\_  
(At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

The undersigned Local Government official confirms that on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website [http://apps.floridahousing.org/StandAlone/FHFC\\_ECM/ContentPage.aspx?PAGE=0238](http://apps.floridahousing.org/StandAlone/FHFC_ECM/ContentPage.aspx?PAGE=0238)):

- (1) The number of units (not buildings) allowed for this development site (if restricted) is: 144 and/or if a PUD, the number of units (not buildings) allowed per development site is: \_\_\_\_\_  
or  
if not a PUD and development site is subject to existing special use or similar permit, number of units allowed for this development site is: \_\_\_\_\_; and
- (2) The zoning designation for the referenced Development site is RM; and
- (3) The intended use is consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

CERTIFICATION

I certify that the City/County of Delray Beach has vested in me the authority  
(Name of City/County)

to verify consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapters 67-21 and 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Paul Dorling  
Signature

Paul Dorling  
Print or Type Name

Director, Planning & Zoning  
Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the Application will fail to meet threshold.

If this certification contains corrections or 'white-out', or if it is scanned, imaged, altered, or retyped, the form will not be considered and the Application will fail to meet threshold. The certification may be photocopied.

Provide Behind a Tab Labeled "Exhibit 32"

# **ATTACHMENT G**



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## Brief Statement of Explanation regarding

### Application No. 2011-061C

#### Part III.C.1.a

For the reasons stated below, the Applicant provided an invalid Local Government Verification of Status of Site Plan Approval form as Exhibit 26, and should therefore fail threshold and lose its Ability to Proceed tie-breaker point for site plan approval.

The Applicant submitted Local Government Verification of Status of Site Plan Approval for Multifamily Developments form as Exhibit 26 and the selected option on the form indicates that:

*“Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed.”*

Upon request, the City of Delray Beach provided the documents submitted by the Applicant to obtain the Site Plans Approval Form and we have attached these documents as Exhibit A. The Applicant submitted an Overall Site Plan for the Development Location for SE Corner of SW 7<sup>th</sup> Street and Auburn Avenue. The plan was approved with 34 Conditional Use requests, Staff Report attached behind Exhibit A. Although the Applicant may revise the Final Site Plan to conform to all of the Conditional Uses, as submitted to the Planning and Zoning Department on July 15, 2011 the site plan currently does not meet ALL of the Conditional Uses and therefore the Site Plan should not have been approved in accordance with the Planning and Zoning Staff Report.

In addition, the Applicant did not submit Exhibit 19 Scattered Sites. As per Exhibit A (attached), the property is separated by SW 12<sup>th</sup> Avenue.

Since the Applicant did not meet all of the required Conditional Uses, per the City of Delray Beach the Conceptual Site Plan in line with their Application, Exhibit 26 should not be accepted and the Applicant should lose its ability to proceed tie-breaker point and fail threshold.

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2011 UNIVERSAL CYCLE - LOCAL GOVERNMENT VERIFICATION OF STATUS OF SITE PLAN APPROVAL FOR MULTIFAMILY DEVELOPMENTS

Name of Development: Village Square (Part III.A.1. of the 2011 Universal Cycle Application)

SE corner of SW 7th St and Auburn Ave, Delray Beach

Development Location: (At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

Zoning Designation: RM

Mark the applicable statement:

1. The above-referenced Development is new construction or rehabilitation with new construction and the final site plan, in the zoning designation stated above, was approved on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website http://apps.floridahousing.org/StandAlone/FHFC\_ECM/ContentPage.aspx?PAGE=0238) by action of the (Legally Authorized Body).

2. The above-referenced Development is new construction or rehabilitation with new construction and (i) this jurisdiction provides either preliminary site plan approval or conceptual site plan approval which has been issued, or (ii) site plan approval is required for the new construction work; however, this jurisdiction provides neither preliminary site plan approval nor conceptual site plan approval, nor is any other similar process provided prior to issuing final site plan approval. Although there is no preliminary or conceptual site plan approval process and the final site plan approval has not yet been issued, the site plan, in the zoning designation stated above, has been reviewed. The necessary approval/review was performed on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website http://apps.floridahousing.org/StandAlone/FHFC\_ECM/ContentPage.aspx?PAGE=0238) by Planning & Zoning Department (Legally Authorized Body).

3. The above-referenced Development, in the zoning designation stated above, is rehabilitation without any new construction and does not require additional site plan approval or similar process.

\* "Legally Authorized Body" is not an individual. Applicant must state the name of the City Council, County Commission, Board, Department, Division, etc. with authority over such matters.

CERTIFICATION

I certify that the City/County of Delray Beach has vested in me the authority to verify status of site plan approval as specified above and I further certify that the information stated above is true and correct.

Signature: Paul Dorling

Paul Dorling Director, Planning & Zoning Print or Type Name and Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to site plan approval, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatures. If this certification is applicable to this Development and it is inappropriately signed, the Application will fail to meet threshold. If this certification contains corrections or "white-out", or if it is scanned, imaged, altered, or retyped, the form will not be considered and the Application will fail to meet threshold. The certification may be photocopied.

Provide Behind a Tab Labeled "Exhibit 26"



COPY

Exhibit A

| PHASE I SENIOR            |     |              |               |
|---------------------------|-----|--------------|---------------|
| UNIT TABULATION:          |     |              |               |
| UNIT TYPE                 | QTY | UNIT SQ. FT. | TOTAL SQ. FT. |
| A1 - ONE BEDROOM ONE BATH | 24  | 80 SQ. FT.   | 1,920 SQ. FT. |
| A2 - TWO BEDROOM TWO BATH | 16  | 120 SQ. FT.  | 1,920 SQ. FT. |
| B1 - ONE BEDROOM TWO BATH | 24  | 120 SQ. FT.  | 2,880 SQ. FT. |
| B2 - TWO BEDROOM TWO BATH | 16  | 160 SQ. FT.  | 2,560 SQ. FT. |
| TOTAL                     | 80  |              | 9,280 SQ. FT. |

\*Units of the unit will be restricted to residents earning 40% of the area median income.

| PHASE II HELPFAMILY - WORKFORCE HOUSING |     |              |               |
|---|-----|--------------|---------------|
| UNIT TABULATION:                        |     |              |               |
| UNIT TYPE                               | QTY | UNIT SQ. FT. | TOTAL SQ. FT. |
| A1 - ONE BEDROOM ONE BATH               | 4   | 70 SQ. FT.   | 280 SQ. FT.   |
| A2 - TWO BEDROOM TWO BATH               | 4   | 100 SQ. FT.  | 400 SQ. FT.   |
| B1 - ONE BEDROOM TWO BATH               | 4   | 120 SQ. FT.  | 480 SQ. FT.   |
| B2 - TWO BEDROOM TWO BATH               | 4   | 160 SQ. FT.  | 640 SQ. FT.   |
| TOTAL                                   | 16  |              | 1,800 SQ. FT. |

\*Units of the unit will be restricted to residents earning 40% of the area median income.

| BUILDING TABULATION |        |           |                |
|---------------------|--------|-----------|----------------|
| TYPE                | NUMBER | UNIT TYPE | TOTAL SQ. FT.  |
| A                   | 1      | A1-A2     | 2,840 SQ. FT.  |
| B                   | 2      | B1-B2     | 5,440 SQ. FT.  |
| C                   | 1      | A1-A2     | 2,840 SQ. FT.  |
| D                   | 1      | B1-B2     | 5,440 SQ. FT.  |
| TOTAL               | 5      |           | 16,560 SQ. FT. |

| PHASE III SINGLE FAMILY          |     |               |                |
|----------------------------------|-----|---------------|----------------|
| UNIT TABULATION:                 |     |               |                |
| UNIT TYPE                        | QTY | UNIT SQ. FT.  | TOTAL SQ. FT.  |
| A - THREE BEDROOM TWO BATH HOUSE | 11  | 1,244 SQ. FT. | 13,684 SQ. FT. |
| B - THREE BEDROOM TWO BATH UNIT  | 11  | 1,244 SQ. FT. | 13,684 SQ. FT. |
| TOTAL                            | 22  |               | 27,368 SQ. FT. |

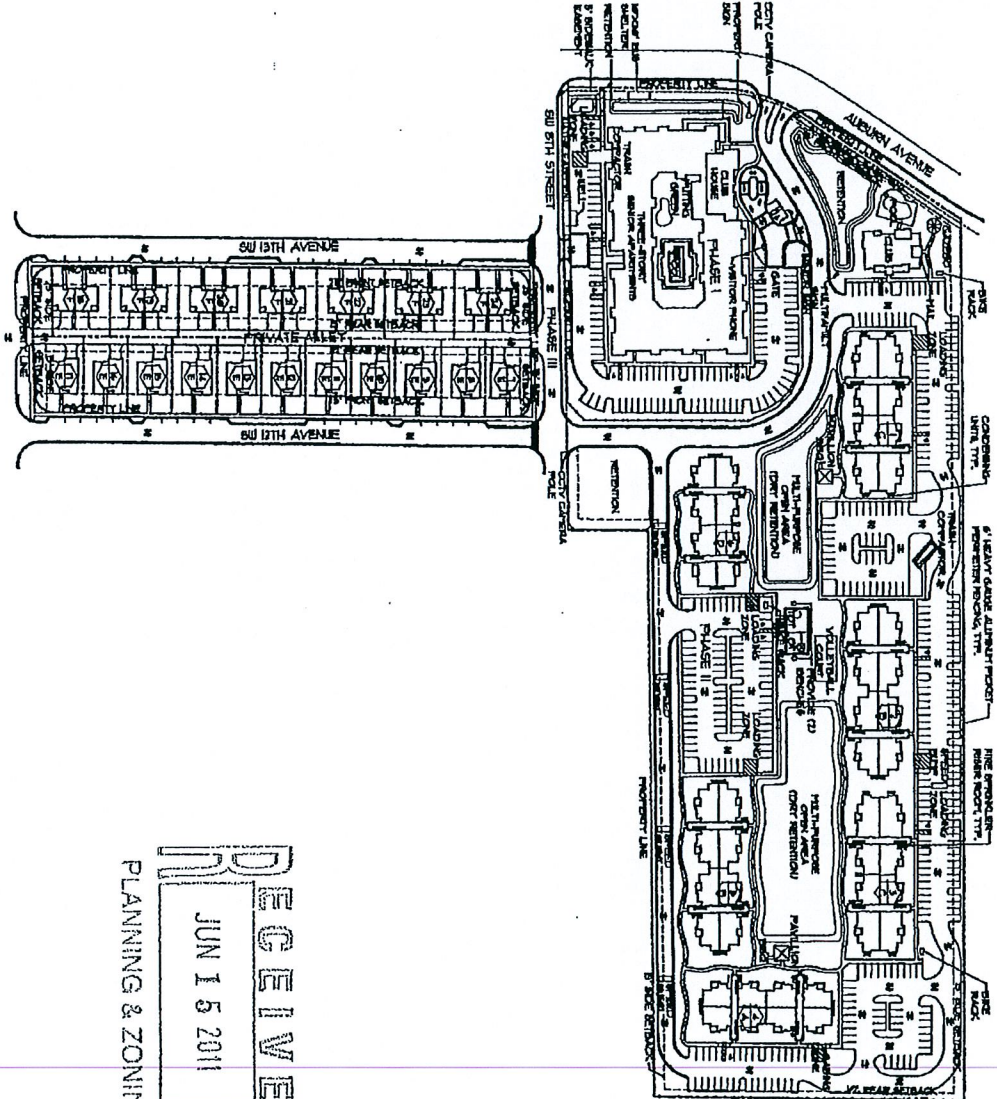
\*All of Phase III to be phased in - FOR SALE ONLY


| BUILDING TABULATION |        |           |                |
|---------------------|--------|-----------|----------------|
| TYPE                | NUMBER | UNIT TYPE | TOTAL SQ. FT.  |
| A                   | 1      | A1-A2     | 2,840 SQ. FT.  |
| B                   | 2      | B1-B2     | 5,440 SQ. FT.  |
| C                   | 1      | A1-A2     | 2,840 SQ. FT.  |
| D                   | 1      | B1-B2     | 5,440 SQ. FT.  |
| TOTAL               | 5      |           | 16,560 SQ. FT. |

| PHASE IV PARKING |        |           |                |
|------------------|--------|-----------|----------------|
| TYPE             | NUMBER | UNIT TYPE | TOTAL SQ. FT.  |
| A                | 1      | A1-A2     | 2,840 SQ. FT.  |
| B                | 2      | B1-B2     | 5,440 SQ. FT.  |
| C                | 1      | A1-A2     | 2,840 SQ. FT.  |
| D                | 1      | B1-B2     | 5,440 SQ. FT.  |
| TOTAL            | 5      |           | 16,560 SQ. FT. |



RECEIVED  
JUN 15 2011  
PLANNING & ZONING

|  |  |  |
|--|--|--|
| <b>OVERALL SITE PLAN</b><br>06/15/2011 | <h2>VILLAGE SQUARE</h2> <h3>DELRAY BEACH, FLORIDA</h3> | <br><b>ARCHITECT:</b><br>CROSS ARCHITECTS<br>1265 W. 15TH STREET, SUITE 125<br>PLANO, TEXAS 76076<br>972.398.6844 |
|--|--|--|



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# PLANNING AND ZONING BOARD

## CITY OF DELRAY BEACH --- STAFF REPORT ---

**MEETING DATE:** July 18, 2011

**AGENDA ITEM:**

**ITEM:** Conditional Use Request for the **Village Square** to Allow an Increase in the Residential Density Above 12 Dwelling Units Per Acre (13.91 du/ac proposed) Pursuant to the City's Family/Workforce Housing Program. The property is located on the Southeast Corner SW 7<sup>th</sup> Street and Auburn Avenue.

**GENERAL DATA:**

Applicant..... Roundstone Development, LLC

Agent..... Michael Hartman

Owner..... Delray Beach Housing Authority

Location..... East side of Auburn Avenue and SW 13<sup>th</sup> Avenue between SW 7<sup>th</sup> Street and SW 10<sup>th</sup> Street

Property Size..... 18.18 acres

Future Land Use Map..... TRN (Transitional)

Current Zoning..... RM (Medium Density Residential)

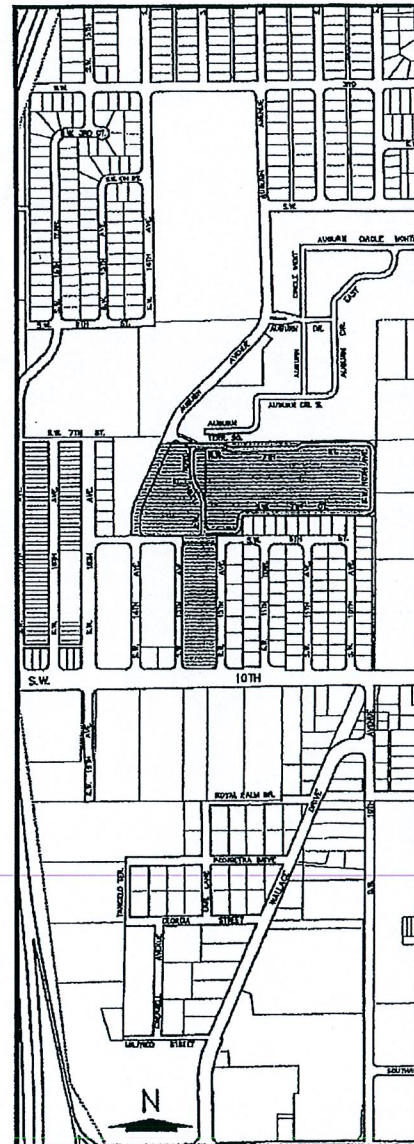
Adjacent Zoning....North: RM (Multiple Family Residential)  
East: OSR (Open Space Recreational)  
South: R-1-A (Single Family Residential)  
West: LI (Light Industrial)

Existing Land Use..... Vacant Lot

Proposed Land Use..... A 253-unit residential development (84 units senior building, 144 residential rental units, 11 single family units and 14 duplex units).

Water Service..... Water service is available via service lateral connections to two existing 8" water mains located south of SW 7<sup>th</sup> Street right-of-way and east of SW 13<sup>th</sup> Avenue.

Sewer Service..... Sewer service is available via service lateral connection to an existing 8" sanitary sewer main within the SW 12<sup>th</sup> Avenue right-of-way.





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#### ITEM BEFORE THE BOARD

The action before the Board is making a recommendation to the City Commission on a conditional use request for **Village Square** to allow a density above 12 dwelling units per acre [LDR Section 4.4.6(D)(9)] (13.91 du/ac proposed), pursuant to LDR Section 2.4.5(E). The property is located on the east side of Auburn Avenue and SW 13<sup>th</sup> Avenue between SW 7<sup>th</sup> Street and SW 10<sup>th</sup> Street.

#### BACKGROUND/PROJECT DESCRIPTION

The subject property consists of Tract "A" (Stone Station Florida, Plat Book 96, pg 129-130, PBC Public Records), located on the south side of SW 7<sup>th</sup> Street, to the north of SW 8<sup>th</sup> Street, and to the east of Auburn Avenue; and Tract "B" (Franz/Delk/Kinnaird, Plat Book 63, pg 93, recorded in PBC on August 1989) located to the south of SW 8<sup>th</sup> Street and to the north of SW 10<sup>th</sup> Street between, SW 12<sup>th</sup> Avenue and SW 13<sup>th</sup> Avenue. The property totals 18.18 acres and is zoned RM (Medium Density Residential). Tract "A" contained seventeen (17) multiple family structures that were built in 1981 and have been demolished; and Tract "B" is undeveloped.

The development proposal includes the construction of a 253-unit residential development, which will contain three phases; Phase I: construction of a 3-story senior citizen building with an integrated clubhouse, pool, and putting green, 42 one-bedroom units, and 42 two-bedroom units, for a total 84 rental units. Phase II: construction of a clubhouse and six 3-story buildings with a mix of 6 one-bedroom units, 66 two-bedroom units, 48 three-bedroom units, and 24 four-bedroom units, for a total of 144 rental units at a rent significantly below current market rates. Phase III: construction of 11 three-bedroom for-sale single-family homes and 14 three-bedroom for-sale duplex units.

The development proposal also includes the following waivers and special action parking reduction request:

- Pursuant to LDR Section 4.6.9(F)(1), the applicant is requesting a Special Action Parking Reduction to reduce the parking requirement for Phase-I from 173 spaces to 101 spaces (a reduction of 72 parking spaces);
- Waiver to LDR Section 4.6.9(D)(2) from the requirement that adequate maneuvering area shall be provided that will allow for a vehicle to enter and exit the parking space in a forward manner when more than 200 ADT (Average Daily Trips) exist within the adjacent drive isle. This site plan provides several areas where back out parking is proposed and the adjacent traffic volumes exceed 200 ADT, and thus, a waiver to this LDR requirement is being requested;
- Pursuant to LDR Section 4.3.1(D), the applicant is requesting a waiver to LDR Section 4.3.4(K) from the requirement that the minimum lot size for single-family units lots #1 through to #11 be reduced from the required 7,500 sq. ft.; that the minimum lot width for single-family units corner lots #1 and #11 be reduced from the required 80'; and that the the minimum lot depth for duplex lots #12 through to #18 be reduced from the required 100'.

The conditional use request is to allow density above 12 units per acre in the Carver Estates Overlay District (13.91 units per acre proposed), in accordance with the provisions of the City's



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Family/Workforce Housing Ordinance (LDR Section 4.7). The conditional use request is associated with the construction of a 253-unit residential development, known as Village Square. Multiple family residential developments may exceed twelve (12) units per acre, up to a maximum of twenty-four (24) units per acre within the Carver Estate Overlay District defined in Section 4.5.11, subject to the provisions of Section 4.4.6(I), and Article 4.7. The conditional use application is now before the Board for consideration.

### CONDITIONAL USE ANALYSIS

#### REQUIRED FINDINGS (Chapter 3):

Pursuant to LDR Section 3.1.1 (Required Findings), prior to the approval of development applications, certain findings must be made in a form which is part of the official record. This may be achieved through information on the application, the staff report, or minutes. Findings shall be made by the body, which has the authority to approve or deny the development application. These findings relate to Future Land Use Map Consistency, Concurrency, Comprehensive Plan Consistency and Compliance with the LDRs as noted below.

**FUTURE LAND USE MAP:** The use or structures must be allowed in the zone district and the zoning district must be consistent with the land use designation.

The subject property has a Future Land Use Map designation of TRN (Transitional) and is zoned RM (Medium Density Residential). The RM zoning district is consistent with the TRN Future Land Use Map designation. Pursuant to LDR Section 4.4.6(D)(10), multiple family residential developments may exceed 12 units per acre, up to a maximum of 24 units per acre, within the Carver Estate Overlay District, subject to the provisions of Section 4.4.6(I) and Article 4.7. Based upon the above, positive findings can be made with respect to consistency with the Future Land Use Map.

**CONCURRENCY:** Facilities which are provided by, or through, the City shall be provided to new development concurrent with issuance of a Certificate of Occupancy. These facilities shall be provided pursuant to levels of service established within the Comprehensive Plan.

**Water and Sewer:** Water service is available via service lateral connections to two existing 8" water main that traverse the site and are located on the south side of the SW 7<sup>th</sup> street right-of-way. In addition, water service is also available via service lateral connections to an existing 8" water main that traverses the site and is located on the east side of the SW 13<sup>th</sup> Avenue right-of-way. There are five (5) existing fire hydrants located on the site. An additional fire hydrant is to be located at the intersection of SW 13<sup>th</sup> Avenue and SW 10<sup>th</sup> Street. Sewer service is available via service lateral connection to an existing 8" sanitary sewer main within the SW 12<sup>th</sup> Avenue right-of-way. Sewer service is also available via a service lateral connection to an existing 8" sanitary sewer main that traverses the site and is located on the north side of the SW 7<sup>th</sup> Street right-of-way.

Pursuant to the City's Comprehensive Plan, treatment capacity is available at the City's Water Treatment Plant and the South Central County Waste Water Treatment Plant for the City at build-out. Based upon the above, positive findings can be made with respect to this level of service standard.



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**Drainage:** A conceptual engineering plan has been submitted with the conditional use application that indicates that drainage will be provided via sheet flow to catch basins (type "D' Inlet) and ex-filtration trenches for the single-family homes and duplex units located between SW 12<sup>th</sup> Avenue and SW 13<sup>th</sup> Avenue. Outfall of the drainage system will be tied to the City's storm water system. The drainage system for the multiple-family structures will contain various strategically located dry retention ponds which will drain water from the proposed six 3-story buildings and the senior residents building located at the entrance of the development. There are no problems anticipated in retaining drainage on site and obtaining any/all necessary permits.

**Traffic:** A traffic study has been submitted that indicates that the proposed development will generate a net increase of 366 Average Daily Trips with 26 A.M. Peak Hour Trips (net increase) and 42 P.M. Peak Hour Trips (net increase). A letter from the Palm Beach County Traffic Division indicating that the proposed project meets concurrency with the Palm Beach County Traffic Performance Standards Ordinance has been provided, and thus, traffic concurrency requirements have been met.

**Parks and Recreation:** The Open Space and Recreation Element of the City's Comprehensive Plan indicates in its conclusion that "The City will have sufficient recreation facilities at build-out to meet the adopted standards". A park impact fee is collected to offset any impacts projects may have on City recreational facilities. Pursuant to LDR Section 5.3.2, a park impact fee of \$500.00 per dwelling unit will be collected prior to issuance of a building permit for each unit for parks and recreation purposes. A total fee of \$126,500 will be required of this development (253 units x \$500 = \$126,500).

**Solid Waste:** The proposed 228-unit multiple-family portion of the residential development will generate 118.56 tons of solid waste per year (228 units x 0.52 tons = 118.56 tons). The proposed 25 duplex and single-family units combined will generate 49.75 tons of solid waste per year (25 units x 1.99 tons = 49.75 tons), for combined a total of 168.31 tons of solid waste per year (49.75+118.56=168.31). The previously existing 200-unit residential development generated 104 tons of solid waste per year (200 units x 0.52 tons = 104 tons). This project will represent an increase of 64.31 tons over the prior condition (168.31 tons - 104 tons = 64.31 tons). The Solid Waste Authority has indicated that its facilities have sufficient capacity to handle all development proposals until the year 2031, thus a positive finding with respect to this level of service standard can be made.

**Schools:** A letter from the Palm Beach County School District indicating that the proposed development meets concurrency standard has been provided, and thus, a positive finding with respect to this level of service standard can be made. However, the applicant shall provide a copy of an Executed Restrictive Covenant, as submitted to the PBC School District, indicating that 84 units will be age restricted for adults-only before site plan certification, and thus, this is attached as a condition of approval.

**CONSISTENCY:** Compliance with performance standards set forth in Chapter 3 and required findings in LDR Section 2.4.5(E) (5) for the Conditional Use request shall be the basis upon which a finding of overall consistency is to be made. Other objectives and policies found in the adopted Comprehensive Plan may be used in making a finding of overall consistency.



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A review of the objectives and policies of the adopted Comprehensive Plan was conducted and the following applicable objectives and policies that are relevant to the Conditional Use application are noted:

**Future Land Use Element Objective A-1: Property shall be developed or redeveloped, in a manner so that the future use, intensity and density are appropriate in terms of soil, topographic, and other applicable physical considerations; encourage affordable goods and services; are complementary to and compatible with adjacent land uses; and fulfill remaining land use needs.**

There are no significant environmental characteristics to the subject property. The proposed residential development will be complimentary to the existing development pattern in the neighborhood, particularly to the Village at Delray residential development located to the north. The additional residential units will add to the customer base for the existing commercial uses along West Atlantic Avenue and aid in the redevelopment of this corridor. The proposed development will enable the fulfillment of remaining land use needs by the provision of workforce housing, as discussed in greater detail with Future Land Use Element Policy C-1.7. Based upon the above, a positive finding can be made with respect to Future Land Use Element Objective A-1, that the redevelopment of the subject property will be complimentary to adjacent land uses and will fulfill remaining land use needs.

**Future Land Use Element Policy C-1.7: The following pertains to the Southwest Neighborhood Redevelopment Area:**

***This area is generally defined as the area bounded by West Atlantic Avenue on the north, SW 10<sup>th</sup> Street on the south, Interstate-95 on the west, and Swinton Avenue on the east.***

***Many of the parcels in the area contain vacant or dilapidated structures, substandard parking and substandard landscaping. The area also contains residential areas identified as "Rehabilitation" on the Residential Neighborhood Categorization Map contained in the Housing Element.***

***The Southwest Area Neighborhood Redevelopment Plan was adopted by the City Commission at its meeting of June 3, 2003. The Plan establishes a blueprint for the revitalization and stabilization of the area. The Southwest Area Neighborhood Redevelopment Plan is divided into five sub-areas based upon current and proposed land uses. The sub-areas serve to define potential boundaries for the phased implementation of the various plan components. Future development in the area must be in accordance with the provisions of the Redevelopment Plan.***

The subject property is located within the borders of the Southwest Area Neighborhood Redevelopment Plan, and is more specifically included within sub-area #3 which is known as The Village Center. This sub-area extends from SW 3<sup>rd</sup> Street to S.W. 10<sup>th</sup> Street. The Agencies currently based within the Village Center corridor include the Village Academy, the Boys and Girls Club, Head Start, the Delray Beach Housing Authority, and other service providers. The Southwest Area Neighborhood Redevelopment Plan recommends that sub-area #3 (the Village Center) be redeveloped to create a seamless service network linking education, social, and recreation services and facilities to meet the needs of southwest area neighborhoods. The Southwest Area Redevelopment Plan also calls for the provision of a mix of incomes with a strong base of affordable housing units and a mixture of multi-family housing (apartments/townhomes).



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The proposed development will further these goals by replacing previously existing deteriorated housing which has been demolished with a 253-unit residential development including senior housing, rental apartments, duplex and single-family homes. The proposal includes a mix of market rate housing and workforce housing units. Out of the 253 residential units, 228 are proposed as workforce housing rental units, including 144 rental apartments and 84 senior apartments, to be rented to tenants with an income below 60% of the Palm Beach County median income. The proposed development will introduce new housing units to the area and strengthen night time security providing more "eyes on the street" as a deterrent to criminal behavior which is a critical and basic concept of Crime Prevention Through Environmental Design (CPTED). This will improve the safety of the area as well as its long term stability.

The Southwest Area Neighborhood Redevelopment Plan also recommends that redevelopment in sub-area #3 be implemented by building upon traditional models of town development and architecture to enhance neighborhood character and create a sense of place. The proposed development does provide a sense of place through its use of neo-traditional architectural design. The front porches provided for single-family units and duplex units will provide a contact, conversation, and gathering place for the residents. The proposed porches will also provide a sense of place for passive recreation and community living. Based upon the above, a positive finding can be made with respect to Future Land Use Element Policy C-1.7, that the proposed development will fulfill the goals and objectives of the Southwest Area Neighborhood Redevelopment Plan.

**Housing Objective A-11:** To assist residents of the City in maintaining and enhancing their neighborhood, the City, through public input and notification, shall take steps to ensure that modifications in and around the neighborhood do not lead to its decline, such as those described in the following policies.

**Housing Policy A-11.3:** In evaluating proposals for new development or redevelopment, the City shall consider the effect that the proposal will have on the stability of nearby neighborhoods. Factors such as noise, odors, dust, traffic volumes and circulation patterns shall be reviewed in terms of their potential to negatively impact the safety, habitability and stability of residential areas. If it is determined that a proposed development will result in a degradation of any neighborhood, the project shall be modified accordingly or denied.

As noted previously, the proposed development will replace the severely deteriorated housing that was demolished in 2009, with a 253-unit residential development including 84 senior housing rental apartments, 144 regular rental apartments, 14 duplex residential units and 11 single-family homes. The provision of workforce housing within the proposed development will assure that affordable housing will be maintained within the neighborhood. Safety, habitability and stability of the neighborhood should be significantly improved by introducing additional homeowners into the area.

**PERFORMANCE STANDARDS FOR DENSITY INCREASE:**

**LDR Section 4.4.6 RM Zone District:**

Pursuant to LDR Section 4.4.6(A) **Purpose and Intent:** The Medium Density Residential (RM) District provides a residential zoning district with flexible densities having a base of six (6) units per acre and a maximum of twelve (12) units per acre, except within the



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Southwest Neighborhood Overlay District and the Carver Estates Overlay District where the maximum density is 24 dwelling units per acre. The actual density of a particular RM development is based upon its ability to achieve certain performance standards which are intended to mitigate the impacts of the increased density and ensure that the project is compatible with surrounding land uses. Within the Southwest Neighborhood Overlay District, the Southwest 10<sup>th</sup> Street Overlay District, and the Carver Estates Overlay District, the actual density is also based upon the development's ability to comply with Article 4.7 (Family/Workforce Housing). Further, the Medium Density Residential District provides for implementation of those objectives and policies contained within the Housing Element of the Comprehensive Plan which call for accommodating a variety of housing types.

**LDR Section 4.4.6(l) Performance Standards:**

- 1) Pursuant to LDR Section 4.4.6(l)(1), These standards shall apply to all site plans approved subsequent to October 7, 1997, and for modifications to existing developments which involve the creation of additional residential units. In order to increase a project density beyond six (6) units per acre, the approving body must make a finding that the development substantially complies with the performance standards listed in this section. The intent of the standards is to mitigate the impacts of the additional density both internal and external to the site. The extent to which a project meets the standards will determine the number of units per acre that will be permitted. For example, if a project meets or exceeds all of the standards, and is otherwise consistent with applicable standards and policies of the City's Comprehensive Plan and Land Development Regulations, the maximum density is permitted. Projects which only partially achieve these standards will be permitted a correspondingly lower density.
- 2) Pursuant to LDR Section 4.4.6(l)(2), it is acknowledged that some of the above referenced standards may not be entirely applicable to small, infill type residential projects. For those types of projects, the ultimate density should be based upon the attainment of those standards, which are applicable, as well as the development's ability to meet or exceed other minimum code requirements.

The performance standards are as follows:

*(a) The traffic circulation system is designed to control speed and reduce volumes on the interior and exterior street network. This can be accomplished through the use of traffic calming devices; street networks consisting of loops and short segments; multiple entrances and exits into the development; and similar measures that are intended to minimize through traffic and keep speeds within the development at or below 20 m.p.h.*

All of the 14 duplex units have been oriented to front on SW 13th Avenue, while the 11 single-family units have been oriented to front on SW 12th Avenue; the 3-story senior housing building is fronting both Auburn Avenue and the proposed internal street system; and the six 3-story rental apartment buildings have been oriented to front the proposed internal street system. To reduce speed and increase the element of safety, various speed humps have been strategically located and depicted on the site plan along the interior street system. However, raised paver cross-walks, instead of speed humps, should be provided at choke points to slow traffic throughout the various parking lots, and chicanes should be



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used along the perimeter road on the south side of Phase II to slow traffic along the three block 'straight-away, and thus, this is attached as a condition of approval. Based on the above and provided that this condition of approval is addressed, the proposed traffic calming measure should be an adequate means to control speed in both directions along the looped interior street system and the proposed development complies with this performance standard.

***(b) Buildings are placed throughout the development in a manner that reduces the overall massing, and provides a feeling of open space.***

The proposal involves the development of eighty four (84) senior housing apartment units in a 3-story high building; 144 rental apartments within six 3-story high buildings; fourteen (14) duplex residential units; and eleven (11) single-family units. Despite the un-usual "L" shape configuration of the property, the six rental apartment buildings have been placed on the site in a manner that maximizes the view of the proposed streetscape, pedestrian walkways, recreation area and the centrally located open space areas (dry retention). The facades of the rental apartment buildings and senior housing building are staggered to provide variation in the front elevations. The duplex and single-family units provide different roof plane changes which add visual interest to their roof lines. This generates a harmonious rhythm to the buildings and provides a more visually attractive appearance and streetscape. These features will help lessen the potential perception of massing of the development. Thus, the proposed development complies with this performance standard.

***(c) Where immediately adjacent to residential zoning districts having a lower density, building setbacks and landscape materials along those adjacent property lines are increased beyond the required minimums in order to provide a meaningful buffer to those lower density areas. Building setbacks are increased by at least 25% of the required minimum; at least one tree per 30 linear feet (or fraction thereof) is provided; trees exceed the required height at time of planting by 25% or more; and a hedge, wall or fence is provided as a visual buffer between the properties.***

The surrounding residential zoning to the north is the same as the subject property, RM (Multiple Family Residential – Medium Density). However, the adjacent property located south of the proposed multi-family area on the east side of the property is zoned R-1-A. (Single-family Residential). Therefore, the setback along this area of the property must be increased by at least 25% of the required minimum. The required side interior setback along the south property line in this area is 15', while 44' has been provided, which exceeds the requirement. Additionally a hedge, fence or wall is also required to meet this performance standard. As noted in the CPTED review, later in this report, the applicant has agreed to provide heavy gauge aluminum picket perimeter fencing around Phases I and II, and, this has been attached as a condition of approval. A typical fence detail also needs to be provided with the site plan submittal and this is also attached as a condition of approval. The applicant has also increased and enhanced the landscaping required along this portion of the property line to provide a meaningful separation between the Single-family Residential (R-1-A) zoning district and the proposed development; this landscape buffer includes Gumbo Limbo trees planted 30 feet on center. Thus, the proposed development complies with this performance standard.

***(d) The development offers a varied streetscape and building design. For example, setbacks are staggered and offset, with varying roof heights (for multi-family buildings, the planes of the facades are offset to add interest and distinguish***



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**individual units). Building elevations incorporate diversity in window and door shapes and locations; features such as balconies, arches, porches, courtyards; and design elements such as shutters, window mullions, quoins, decorative tiles, etc.**

The proposed streetscape incorporates offsets as well as variations in the rooflines for all the buildings. The rooflines are a combination of gable and hip roofs. Diversity among the windows will be accomplished with the provision of three (3) different windows shapes for the senior housing building, the rental apartment buildings, and the duplex and single-family units. The front elevations of the multi-family buildings contain the entries to the apartments. The front elevations for the duplex and single-family structures provide the main entry to the individual units with alternating designs and neo-traditional porch areas facing the right-of-way. The garages and driveways in all cases are provided to the rear of the housing units and are accessed from the proposed alleyway.

The senior housing building (Phase I) will feature stone veneer; a decorative dormer; hardy-plank siding along portions of the third floor; vinyl shutters (cream and brown); decorative wall mounted fixtures; balconies with metal railing (painted cream and brown); and aluminum French doors. It will also have a stucco veneer finish

The architectural elevations for the multiple-family buildings of Phase II include many features and architectural design elements, such as: architectural composition shingles and clay tile for the hip and gable roofs; French doors; decorative stucco column base and capitals; decorative wall mounted fixtures; decorative brackets and outriggers; decorative medallions and brackets; stucco banding and stucco sills for the windows; dormers; and metal railing for the stairs and balconies. These building will have a stucco veneer finish with a light texture color (orange and yellow), blue decorative shutters and white painted hardy-planks along the first floor.

Single-family and duplex units will feature a light stucco texture finish, architectural composition shingles, decorative wall mounted fixtures, decorative brackets, and decorative shutters. All eleven of the single-family units feature a one-story roof line, while the fourteen duplex units feature a two-story roof line,

The proposed Neo-Traditional/New Urbanism architectural style—small lots with front facing porches near the street curb, human scale and pedestrian oriented—creates a fresh and distinct alternative to traditional residential real estate development patterns. In summary, the proposed architectural style for the Village Square project with three different colors (white, light yellow and orange) helps to distinguish individual single-family and duplex homes from the rental units and senior building, while creating the varied and visually attractive streetscape and building design required by this performance standard.

**(e) A number of different unit types, sizes and floor plans are available within the development in order to accommodate households of various ages and sizes. Multi-family housing will at a minimum have a mix of one, two and three bedroom units with varying floor plans. Single-family housing (attached and detached) will at a minimum offer a mix of three and four bedroom units with varying floor plans.**

The project provides one and two-bedroom senior rental apartments, one, two, three, and four-bedroom regular rental apartments, three bedroom duplex units and three-bedroom single-family units with one and two car garages. Variety has been provided in terms of the size of the units and different floor plans to accommodate households of various sizes and



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ages. Income level in the Southwest Neighborhood Redevelopment Area does indicate a high demand of senior housing with one bedroom, and thus, such type of unit is being provided. Based upon the above, this standard has been accommodated.

***(f) The development is designed to preserve and enhance existing natural areas and/or water bodies. Where no such areas exist, new areas, which provide open space and native habitat, are created and incorporated into the project.***

This is a redevelopment project. Since the site has already been disturbed, no natural areas exist on site to be preserved. However, the proposed development will provide a common open space area for native habitat through the introduction of multiple purpose play fields (dry retention) for football and soccer practice. Based upon the above, this standard has been accommodated.

***(g) The project provides a convenient and extensive bicycle/pedestrian network, and access to available transit.***

The development provides a walkway pedestrian system that links each unit to the public sidewalk system and the available mass transit system. This performance standard has been met.

Based on the above, positive findings can be made with respect to all seven (7) performance standards of the RM zoning district to support the proposed density of 13.91 units per acre.

**WORKFORCE HOUSING STANDARDS FOR DENSITY INCREASE:**

**LDR Section 4.7.3 – Provision of Workforce Housing Units:** Developers will be allowed additional density or height in exchange for providing workforce housing units, subject to the limits and requirements of this chapter. Developers will be allowed additional density, beyond the base number allowed per existing Land Development Regulations after performance standards have been met. Developers will be allowed additional height under section 4.3.4(J)(4) beyond 48' after the height requirements of Section 4.3.4(J)(4)(b) have been met.

- a. Developers may earn bonus units by building housing for very low, low or moderate income families within the designated boundaries of the Overlay Districts and Infill Workforce Housing Area or other appropriately zoned areas of the City described in this article.
- b. All development shall meet the requirements for units as specified in this chapter and meet all required Land Development Regulations.
- c. Workforce units shall include those units in a development, which are regulated in terms of:
  - i. Sales price or rent levels; and
  - ii. Marketing and initial occupancy; and
  - iii. Continued requirements pertaining to resale or rent increases.

**Section 4.7.4 DENSITY BONUS PROGRAM FOR THE SOUTHWEST NEIGHBORHOOD OVERLAY DISTRICT, THE CARVER ESTATES OVERLAY DISTRICT AND THE INFILL WORKFORCE HOUSING AREA**



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Developers of property in the Southwest Neighborhood Overlay District, the Carver Estates Overlay District and the Infill Workforce Housing Area, that meet the minimum standards will earn bonus units for building workforce housing for very low, low and moderate income families.

d. The bonus allowances are set forth in Table 1 below.

| TABLE 1 DENSITY BONUS ALLOCATIONS IN THE<br>SOUTHWEST NEIGHBORHOOD OVERLAY DISTRICT, THE INFILL<br>WORKFORCE HOUSING AREA AND THE CARVER ESTATES OVERLAY<br>DISTRICT |   |
|--|---|
| OPTION SALE / RENT   | NUMBER OF BONUS UNITS PER<br>WORKFORCE UNIT PROVIDED                            |
| VERY LOW 60%   | 4   |
| LOW 80% - 61 %   | 3   |
| MODERATE 120% -81 %  | 2   |
| <b>LARGE HOME OPTION</b>   |   |
| 4+ bedroom workforce housing<br>units  | Additional 0.5 bonus will be added to<br>the bonus provided above in this chart |

- e. Instead of or in addition to providing workforce housing units, developers may also accrue bonus units by contributing to the Delray Beach Community Land Trust that will be utilized to subsidize workforce housing in the City of Delray Beach. Developers may earn one bonus unit for each payment of a sum equal to \$60,000, payable to the Delray Beach Community Land Trust.
- f. Also, instead of or in addition to providing workforce housing units, developers shall earn bonus units by donating land (buildable lots) in the City Delray Beach to be used for workforce housing. The appraised value of donated land will be valued in accordance with subsection e. above and may be prorated. The appraisal shall be obtained by developer at developer's cost.
- g. The maximum total density of a development in the Southwest Neighborhood Overlay District and the Carver Estates Overlay District shall not exceed 24 units per acre. The maximum total density of a development in the Infill Workforce Housing Area shall not exceed 18 units per acre. All other Workforce Housing Area densities shall be limited to the maximum allowed in the zoning district and as set forth elsewhere in the Land Development Regulations.

There are 253 dwelling units proposed within the subject property (18.18 acres). This equates to an overall density of 13.91 dwelling units per acre (253 units / 18.18 acres = 13.91 du/ac). The base density allowed is 12 du/ac which equates to a total of 218 residential units (18.18 acres x 12 du/ac = 218 units). The applicant is requesting an increase of 35 units above the two hundred and eighteen units allowed (253 - 218 = 35 units). To support the increased density, eighteen (18) moderate income workforce housing units are needed (35 units / 2 bonus per workforce unit provided = 18). The applicant has indicated that out of the 253 total residential



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units in the project, two hundred twenty eight units (all of Phase I senior housing and Phase II rental apartments) will be workforce housing for low to moderate income families. Pursuant to the City's Workforce Housing Ordinance, 18 of these units must comply with the regulations of Section 4.7 and remain affordable for a period of no less than 40 years. A condition of approval is attached that the either the location of the 18 workforce housing units be clearly depicted within each building on the site plan or that the workforce housing covenant [LDR Section 4.7.6(a)] include a provision that complies with Section 4.7.9(o) and conveys authority to the City of Delray Beach to monitor rental of the workforce units. Based upon the above, an increase in density to 13.91 units per acre can be granted.

### **Workforce Housing General Provisions**

#### **Maximum One Bedroom Units:**

Pursuant to LDR Section 4.7.9(i), the total number of one-bedroom units in any qualifying project shall not exceed 30% of the total number of units in the project, including both family/workforce units and market rate units. The development proposal consists of 48 one-bedroom units or 18.97% of the 253 total units, and thus, this LDR requirement has been met.

#### **Covenants Enforcement:**

Pursuant to LDR Section 4.7.9(g), the City of Delray Beach, its successors and assigns may enforce the covenants relating to the workforce units. No amendments to the covenants shall be made unless by written instrument approved by the City; this is attached as a condition of approval.

#### **Review and Approval Process:**

Pursuant to LDR Section 4.7.10(a), final conditions of approval shall specify that the restricted units are priced and/or rented at workforce housing levels and shall state that those units shall be rented and/or sold to the eligible income group. The conditions will also specify the requirements for reporting to the City's Community Improvement Department on buyer/renter eligibility, housing prices, as well as any applicable requirement to record a covenant or to enforce resale restrictions. A condition of approval is attached that requires the coordination of the Community Improvement Department on renter eligibility for the workforce units.

### **LDR SECTION 2.4.5(E) - REQUIRED FINDINGS:**

Pursuant to LDR Section 2.4.5(E) (5), in addition to provisions of Chapter 3, the City Commission must make findings that establishing the conditional use will not:

- A. Have a significantly detrimental effect upon the stability of the neighborhood within which it will be located;
- B. Nor that it will hinder development or redevelopment of nearby properties.

The subject property is bordered on the north and east by RM (Multiple Family Residential) zoning district and OSR (Open Space Recreational) respectively; to the south partially by R-1-A (Single-family Residential) and Industrial zoning (I), and to the west by LI (Light Industrial). The adjacent land uses include: Village at Delray multiple family residential development to the north; single-family residential to the south; multiple family structures and the Delray Beach



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Memorial Cemetery to the east; and a vacant lot to the west. The proposed residential development will be compatible with the single and multiple family development pattern that prevails in the neighborhood. The additional residents should improve the stability of the neighborhood by increasing the number of "eyes" in the neighborhood. The development activity should have a positive effect on redevelopment of neighboring properties. Based upon the above, positive findings can be made with respect to LDR Section 2.4.5(E)(5) for the conditional use request to increase the density to 13.91 dwelling units per acre in accordance with the City's Workforce Housing program.

**COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS:**

In conjunction with the Conditional Use request, a site plan was submitted which staff has reviewed. It is noted that the conceptual plan is insufficient to conduct a complete analysis of the Land Development Regulations. If the Conditional Use is approved, a full site plan submittal complying with LDR Section 2.4.3 will be required. Based upon staff's review of the sketch site plan and site inspections, the following analysis is provided.

**Southwest Neighborhood Overlay District Development Standards:**

Pursuant to LDR Section 4.4.6(F)(3)(a), within the Carver Estates Overlay District, the following development standards apply to duplex and multi-family development (non townhouse buildings) which are being developed pursuant to the Family/Workforce Housing Ordinance:

|                                       | Standard                                 | Provided  |
|---------------------------------------|--|-----------|
| Minimum Building Setbacks (perimeter) | Front (Auburn Avenue)                    | 15'0" 45' |
|                                       | Side Street (SW 13 <sup>th</sup> Avenue) | 15'0" 25' |
|                                       | Side Street (SW 12 <sup>th</sup> Avenue) | 15'0" 25' |
|                                       | Side Street (SW 10 <sup>th</sup> Street) | 15'0" 15' |
|                                       | Side Street (SW 8 <sup>th</sup> Street)  | 15'0" 15' |
|                                       | Side Interior (south property line)      | 15'0" 44' |
|                                       | Side Interior (north property line)      | 15'0" 75' |
|                                       | Rear (east property line)                | 10'0" 78' |

As shown in the above table, the proposed development meets or exceeds the perimeter setback requirements for all multi-family and duplex buildings. However, it is noted that all required and provided setbacks need to be included as part of the site data table and also clearly labeled and depicted on the site plan, and thus, this is attached as a condition of approval.

**LDR Section 4.3.4(K) Development Standards Matrix:**

Table - 1 below indicates that the proposal complies with LDR Section 4.3.4(K) as it pertains to multi-family units within the RM zoning district. It is noted that the required and provided percentage figure of lot coverage (LDR 40% maximum required) and open space percentage (LDR 25% minimum required) per Phase needs to be included as part of the site data table, and thus, this is attached as a condition of approval.



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**Table - 1  
 Multi-Family Units**

|                             | <i>Standard</i>           | <i>Provided</i> |
|-----------------------------|---------------------------|-----------------|
| <i>Minimum Floor Area</i>   | <i>Efficiency Unit</i>    | 400 sq. ft.     |
|                             | <i>One Bedroom Unit</i>   | 600 sq.ft.      |
|                             | <i>Two Bedroom Unit</i>   | 900 sq.ft.      |
|                             | <i>Three Bedroom Unit</i> | 1,250 sq. ft.   |
|                             | <i>Four Bedroom Unit</i>  | 1,502sq.ft.     |
| <i>Maximum lot coverage</i> | 40%                       | **              |
| <i>Minimum Open Space</i>   | 25%                       | **              |

**Table - 2  
 Single-Family Units**

| Single-family   | Min. Lot Size (sq. ft.) | Min. Lot Width (ft.) | Min. Lot Depth (ft.) | Min. Floor Area (sq. ft.) | Min. Lot Frontage (ft.) | Min. Open Space (%) | Min. Front Setback (ft.) | Min. Side Interior Setbacks (ft.) | Min. Side Street (ft.) | Min. Rear Setback (ft.) | Max. Building Height (ft.) |
|-----------------|-------------------------|----------------------|----------------------|---------------------------|-------------------------|---------------------|--------------------------|-----------------------------------|------------------------|-------------------------|----------------------------|
| <b>Required</b> | 7,500                   | 60/80                | 100                  | 1,500                     | 60/80                   | 25%                 | 25                       | 7.5                               | 15                     | 10                      | 35                         |
| <b>Provided</b> | 6,192*                  | 62-69*               | 101                  | 1,880                     | 62-69*                  | **                  | 25                       | 7.5                               | 15                     | 18                      | 15                         |

Table - 2 above indicates that the proposal complies with LDR Section 4.3.4(K) as it pertains to the Single-family units within the RM zoning district (subject to R-1-A requirements), except for the minimum lot size for lots #1 through #11 which have a lot size ranging from 6,192 to 6,789 sq. ft., while a minimum of 7,500 sq. ft is required; and minimum lot width for the corner lots #1 and #11 which are 62' and 69' wide respectively, while 80' is required, The applicant has requested a waiver to these LDR requirements and the waiver analysis is presented later in this staff report.

**Table - 3  
 Duplex Units**

| Duplex          | Min. Lot Size (sq. ft.) | Min. Lot Width (ft.) | Min. Lot Depth (ft.) | Min. Floor Area (sq. ft.) | Min. Lot Frontage (ft.) | Min. Open Space (%) | Min. Front Setback (ft.) | Min. Side Interior Setbacks (ft.) | Min. Side Street (ft.) | Min. Rear Setback (ft.) | Max. Building Height (ft.) |
|-----------------|-------------------------|----------------------|----------------------|---------------------------|-------------------------|---------------------|--------------------------|-----------------------------------|------------------------|-------------------------|----------------------------|
| <b>Required</b> | 8,000                   | 60                   | 100                  | 1,500                     | 60                      | 25%                 | 25                       | 15                                | 15                     | 25                      | 35                         |
| <b>Provided</b> | 8,885                   | 93-95                | 92-95*               | 2,268                     | 93-95                   | **                  | 25                       | 15                                | 25                     | 25                      | 22                         |

Table - 3 above indicates that the proposal complies with LDR Section 4.3.4(K) as it pertains to the duplex units within the RM zoning district, except for the minimum lot depth for lots #12 to #18, which range from 92' to 95', while 100' is required. The applicant has requested a waiver to this LDR requirement and the waiver analysis is presented later on this staff report.



**Waiver Analysis:**

Pursuant to LDR Section 2.4.7(B) (5), prior to granting a waiver, the approving body shall make a finding that the granting of the waiver:

- (a) Shall not adversely affect the neighboring area;
- (b) Shall not significantly diminish the provision of public facilities;
- (c) Shall not create an unsafe situation; and
- (d) Does not result in the grant of a special privilege in that the same waiver would be granted under similar circumstances on other property for another applicant or owner.

The applicant is requesting a waiver to LDR Section 4.3.4(K) to:

1. Reduce the minimum lot size for single-family lots from the required 7,500 sq. ft for:
  - Lot #1 to 6,365.85 sq. ft.
  - Lot #2 to 6,401.74 sq. ft.
  - Lot #3 to 6,391.41 sq. ft.
  - Lot #4 to 6,384.60 sq. ft.
  - Lot #5 to 6,377.74 sq. ft.
  - Lot #6 to 6,294.73 sq. ft.
  - Lot #7 to 6,211.54 sq. ft.
  - Lot #8 to 6,204.80 sq. ft.
  - Lot #9 to 6,195.62 sq. ft.
  - Lot #10 to 6,192.36 sq. ft.
  - Lot #11 to 6,789.53 sq. ft.
2. Reduce the minimum lot width for the single-family corner lots from the required 80 feet for:
  - Lot #1 to 62 ft.
  - Lot #11 to 69 ft.
3. Reduce the minimum lot depth for the duplex lots from the required 100 feet for:
  - Lot #12 to 93.96 ft.
  - Lot #13 to 93.79 ft.
  - Lot #14 to 93.61 ft.
  - Lot #15 to 93.45 ft.
  - Lot #16 to 95.34 ft.
  - Lot #17 to 93.34 ft.
  - Lot #18 to 92.97 ft.

The applicant has provided the following justification for the waiver requests:

*"We request three waivers of LDR Section 4.3.4(K) for lot depth, lot width and lot size as it relates to Phase III based upon the following:*



1. *Our lot depths range from 92 to 95 feet on the duplex lots, so we are not very far below the requirement of 100 feet;*
2. *Even though the duplex lots are less than 100 feet deep, they exceed the minimum lot size;*
3. *The property is less than 200 feet wide between SW 12th and 13th Avenues. Therefore, we cannot fit lots back to back and meet the 100 foot minimum;*
4. *As part of the recording of the Franz/Delk/Kinnaird plat, there was a dedication of 10' for SW 8th Street and 5' for SW 13th Avenue. This reduced the overall block size that causes these lots not to meet the current minimum standards;*
5. *On all of the other residential streets in the area, there is the same type of arrangement, with house lots back to back and an alley in-between. Therefore, it is typical for the lots in the neighborhood to be less than 100 feet deep. Our lots are typical of the current lots in the neighborhood and will blend nicely with the other for-sale houses; and*
6. *These houses are being sold at market prices. Therefore, we are trying to offer as many as possible to reflect that this is truly a mixed-use development".*

Pursuant to LDR Section 4.3.1(D), lots or yards created after October 1, 1990 shall meet the minimum requirements established by Chapter 4, unless the City Commission declares at the time of approval of an associated development application, that it is necessary and appropriate to create such nonconformity. Although this portion of the subject property could be developed with multi-family units in the RM zoning district, the applicant felt that single-family and duplex units were more compatible with the single-family neighborhood to the east. In an attempt to meet LDR Section 4.3.4(K), the applicant reduced the total number of single-family units initially proposed from 17 to 11 units. It is noted that as part of the recording of the Franz-Delk-Kinnaird plat, an additional 10' r-o-w for SW 8<sup>th</sup> Street and 5' for SW 13<sup>th</sup> Avenue were dedicated. The r-o-w dedication reduced the overall size of the subject property, and thus, limits the ability of the applicant to design the lots for the single-family and duplex units in a manner that meets both the lot depth, lot size, and lot width required by the LDRs and also provide a private alley that allows driveway garage access to the rear of the residential units. The proposed design is typical of the "New Urbanism" architectural style: small lots with front facing porches near the street curb, human in scale and pedestrian oriented, creating a fresh and distinct alternative to traditional residential real estate development patterns.

The block across the street from the proposed single-family lots on SW 13<sup>th</sup> Street is also zoned for multiple-family development. It contains two single-family homes, four duplexes and one quadruplex. Just to the east of this block is a single-family neighborhood containing lots between 55 and 65 feet in width with an average lot size of approximately 6,000 square feet. Since the proposed single-family lots are consistent with this adjacent development pattern, the requested reductions will not have an impact on the neighboring area.

Lot depths proposed for the duplex lots in Phase III (lots #12 through to lot #18) range from 92 to 95 feet. It is noted that even though these lots are less than 100 feet deep, they exceed the 7,500 sq. ft, minimum lot size required. In addition, the subject property is less than 200 feet wide between SW 12<sup>th</sup> Avenue and 13<sup>th</sup> Avenue and it is impossible to fit lots back to back and still meet the 100 foot minimum lot depth. Since the property west of the proposed duplex lots is zoned Light Industrial, the proposed reduction in the depth of these lots will not have an impact on the neighboring area.



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Since public facilities are available to service all the proposed development in the project, the waiver will not have an impact on the provision of those facilities and lot size and dimension do not impact safety when the minimum setbacks are met. Other requests to create similar nonconformities under unique circumstances have been previously approved. The "Frysinger properties" located at the southeast corner of S.E. 5th Street and S.E. 4th Avenue (Lots 7 & 8, Block #4, Plat of Osceola Park) consisted of two reconfigured lots that were both approved with nonconforming frontage, width, depth and size. Based upon the above, the waiver request will not adversely affect the neighboring area, diminish the provision of public facilities, or create an unsafe situation. This waiver would also be supported under similar circumstances and thus will not result in granting a special privilege. Thus, positive findings can be made with respect to LDR Section 2.4.7(B)(5).

**Recreational Amenities:**

Pursuant to LDR Section 4.4.6(H)(3), recreational areas shall be required for all new rental apartment developments; and owner-occupied developments, which have homeowner associations that must care for retention areas, private streets, or common areas. New developments must include recreational features that are designed to accommodate activities for children and youth of all age ranges. Tot lots are appropriate for toddlers; features such as a basketball courts, volleyball courts, and open playfields are appropriate for older children. A pool and clubhouse, by itself, unless specifically designed for children, is not considered to meet this requirement. Projects having fewer than 25 units may be exempted from this standard, where it is determined by the approving body that it is not practical or feasible to comply.

The Southwest Area Neighborhood Redevelopment Plan calls for the implementation of recreational facilities throughout the area where it is appropriate. The project is located in an urban environment approximately 70 yards south of Catherine Strong Park and approximately a mile south of Pompey Park. Recreational opportunities for older children such as the community center and tennis center are located approximately a mile away from the proposed development. The proposal includes a general clubhouse for the development that will feature a fitness center, media center, business center, arts and craft room, a great multiple purpose room with a large kitchen area, a beauty salon, swimming pool, and BBQ gazebo area. A kid's zone, with a playground and tot lot area, appropriate for toddlers, should also be provided, and thus, this is being attached as a condition of approval. Further, the proposed pool shall include a pool shower and pool furniture, and thus, this is also attached as a condition of approval. The senior housing area features a swimming pool and a putting green and includes a clubhouse located within the senior building which has the same amenities as the general clubhouse.

It is also noted that the development includes a volley ball court and open field recreational areas which are centrally located to provide a gathering place for the residents to interact socially. These open fields, which are dry retention areas for the project, are also necessary to provide adequate recreational opportunities for the residents, such as a soccer and/or football training field. Sport activities are imperative to keep young adolescents and teenagers away from drugs, vandalism, and criminal behavior. These multi-purpose open field areas will be the core of the development, making it more visually attractive with a sense of community living, and will facilitate control and supervision of parents over the teenage population. Community safety will be increased with the "eyes on the street" concept as a result of the centralized location of these areas. However, it is noted that the slopes into the retention areas may be too steep to access the area safely. This will be evaluated during the Site Plan Review process. If the slopes need to be reduced, an exfiltration system may be necessary to achieve adequate drainage capacity.



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It is also noted that passive recreation areas (street benches and pedestrian paths) are being proposed and a large portion of the site will be landscaped/open space. Additional passive recreational walkways with street benches, water fountains, and trash receptacles should be provided along the open field areas, and thus this is attached as a condition of approval. Based upon the above, compliance with this code requirement has been achieved. These items are not currently shown on the plans and are attached as a conditions of approval.

#### **Parking Requirements:**

Pursuant to LDR Section 4.6.9(C)(2)(c), multiple family one bedroom units shall provide 1.5 spaces per unit; two or more bedroom dwelling units shall provide two (2) spaces per unit; and guest parking shall be provided at a rate of one-half (0.5) a space per dwelling unit up to the first 20 units, 0.3 spaces per unit for units 21-50, and 0.2 spaces per unit for units 51 and above.

Pursuant to LDR Section 4.6.9(C)(2)(a) and (b), single-family detached residences and duplexes shall provide two parking spaces per dwelling unit. Within single-family units and duplex units, driveways may be used for guest parking, provided that such parking does not result in the space for one unit impeding access to a space of the other.

Based on the above, the two hundred twenty eight (228) multiple-family units are required to provide one hundred and seventy three (173) parking spaces for Phase I; and three hundred twenty three (323) parking spaces for Phase II, for a total of 496 parking spaces. Similarly, 28 parking spaces are required for the single-family units and 35 parking spaces for the duplexes units of Phase III. This equates to a grand total 559 parking spaces required.

One hundred and one (101) resident and guest parking spaces are being provided for Phase-I while 173 spaces are required. This equates to a deficit of 72 parking spaces. The applicant is requesting a "Special Action Parking Reduction" pursuant to LDR Section 4.6.9(F)(1), which allows a parking reduction upon acceptance of special documentation that demonstrates a reduced number of parking spaces will accommodate a specific use. Details of this request are discussed below.

Three hundred and twenty-nine (329) residents and guest parking spaces are provided for Phase II (six 3-story rental apartment buildings) while 323 spaces are required, and thus there is no concern with respect to parking for Phase II. However, it is noted that pursuant to LDR Section 4.6.16(H)(3)(i), landscape islands which contain a minimum of seventy-five (75) square feet of plantable area, with a minimum dimension of five (5) feet, exclusive of the required curb, shall be placed at intervals of no less than one landscaped island for every ten (10) parking spaces. The portion of parking area located between Buildings #1 and #2 must be revised to comply with this LDR requirement, and thus, this is attached as condition of approval. In addition, the applicant shall revise the site data table provided to reflect the total number of parking spaces and the guest parking spaces provided for Phase II, and thus, this is attached as a condition of approval.

For Phase III, twenty two (22) parking spaces are provided within 11 two-car garages for the single-family homes, and 22 guest parking spaces are provided in the driveways in front of the garages (two guest spaces per family unit). In addition twenty eight (28) parking spaces are provided within the 14 one-car garages and driveways for the duplex units. However, no additional guest parking is available. Seven (7) guest parking spaces shall be provided within that portion of the site designated for Phase III which contains the duplex residential units, and thus, this is attached as a condition of approval.



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### Special Action Request:

Pursuant to LDR Section 4.6.9(F)(1), when, upon receipt and acceptance of special documentation, it is conclusively demonstrated that a reduced number of parking spaces will accommodate a specific use, the body which acts on the attendant site plan may reduce the parking requirements accordingly.

One hundred and one (101) resident and guest parking spaces are being provided for Phase-I while 173 spaces are required. This equates to a deficit of 72 parking spaces. The applicant has submitted a letter dated June 14, 2011 as the "special documentation" to justify the reduced number of parking spaces. The following is an abstract of that letter:

*"Pursuant to LDR Section 4.6.9(C)(2)(c), the Planning and Zoning Department has determined that Village Square is required to have 173 parking spaces in Phase I. We have provided 101 parking spaces and request a waiver of the parking requirement based upon the following facts:*

1. Phase I of Village Square has 84 rental units, of which 42 are one-bedroom units and 42 are two-bedroom units;
2. Phase I of Village Square will be deed restricted to allow units to be rented to and occupied by ONLY senior (55+) households;
3. Phase I of Village Square will be deed restricted to allow units to be rented to and occupied by ONLY senior (55+) households that earn 60% or less of area median income. Therefore, all of the units in Phase I are considered low-income affordable rental housing units;
4. In a study of Senior Housing Parking Demand the author concludes that the peak parking demand for senior housing units is 0.404 spaces per unit. This covers parking for residents, employees and visitors. Applied to Phase I of Village Square, the study would conclude that we need 34 parking space;
5. A Multi-Family Residential Parking Study, which examined the amount of parking that should be required for rental units in affordable housing developments. The author concludes that, for one-bedroom affordable rental units, one parking space is required per unit and, for two-bedroom affordable rental units, 1.25 parking spaces are required per unit. Applied to Phase I of Village Square, the study would conclude that we need 95 parking spaces;
6. Letters from two syndicators that invest in affordable housing developments nationwide. Both investors have reviewed the projections and unit mix for Phase I and independently concluded that they would require no more than one space per unit. Applied to Phase I of Village Square, the investors have each concluded that we need 84 parking spaces;
7. The parking requirements in the Land Development Codes of four other Florida municipalities. For senior housing, Miami-Dade County, Coral Springs and Palatka each require one space per unit. Jacksonville requires one space per every two units. Therefore, they would require at least 42 but no more than 84 parking spaces for Phase I of Village Square."

The applicant is basing the special action parking reduction request on the findings of two important studies:

- 1) The Senior Housing Trip Generation and Parking Characteristics Study prepared for the Institute of Transportation Engineers and presented at the 66<sup>th</sup> Annual Meeting of the



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Institute of Transportation Engineer (ITE), Parking Generation Manual. The finding of this study are that:

- The peak parking demand at most senior facilities occurred mid-day with an average peak demand of 0.40 vehicles per dwelling unit for residents, employees, and visitors. Mother's Day is the highest parking day of the year with many facilities short of spaces for that one day.
  - Senior housing generates two-thirds the amount of traffic compared to a typical single-family development.
  - Daily trip generation rates for affordable senior housing were found to be 4.52 to 5.64 trip ends a day for senior housing developments as compare to seven trips ends a day for standard residential units.
  - Several factors do affect the trip generation and parking demand in affordable senior housing facilities such as the number of dwelling units, number of bedrooms per unit, average age of residents, resident's affluence, number of employees, and available bus shuttle/chauffeur service.
- 2) The second study presented by the applicant is The City of San Diego Multi-family Residential Parking Study prepared by Katz, Okitsu & Associates for the San Diego Housing Commission. The finding of this study are that:
- In order to determine an appropriate reduction in parking requirements for various housing categories in San Diego, a survey of multi-family housing projects was conducted. These projects were divided into four separate categories: a) market-rate units within 1/4 mile of transit; b) market-rate units not within 1/4 mile of transit; c) affordable units within 1/4 mile of transit; d) **affordable units not within 1/4 mile of a transit area.**
  - For the purposes of the study, "affordable" was defined as any unit that is affordable to any very-low or low income families
  - For the very low and low-income units, the study suggests that parking shall be calculated at a reduced rate of 1.0 space per one-bedroom unit and 1.25 spaces per two-bedroom units.
  - Whereas for the moderate-income senior housing units parking would be calculated at the basic rate of 1.5 spaces per one-bedroom unit and 2.0 spaces per two-bedroom unit.

Hence, the applicant is proposing a ratio of 1.0 parking spaces for one bedroom units and 1.25 parking spaces for two bedroom dwelling units for the Senior Housing building (Phase-1) which have been classified as affordable housing units.

According to the above ratio, 95 parking spaces would be required for this project (42 one bedroom x 1.0 + 42 two bedroom x 1.25= 95). This include parking for both residents and visitors. Under the proposed ratio, the very low and low-income senior housing units within the proposed project would receive a parking reduction for affordability. Phase-I has provided 101 parking spaces which equates to a surplus of six (6) parking spaces if the requested parking reduction is granted.

The applicant appears to have made a sound argument for the reduction of parking based on the above information. Staff supports this reduction based on the conclusions of the two studies presented and on the applicant's analysis and recommends approval of the special action request.



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**Ingress/Egress:**

Pursuant to LDR Section 4.6.9(D)(2), provision for ingress and egress: each required parking space shall be accessible at all times. Access which conforms with minimal aisle standards and which includes maneuvering area so that a vehicle must be able to enter and exit the parking area onto a street or alley in a forward manner shall be provided, except when the street is a private street within a planned development and the street, at the location of the parking, has less than 200 ADT. Relief is being sought for several areas throughout the rental portion (Phase II) of this development.

**Waiver:**

The parking area of Buildings #1, #2, and #3 do not provide an adequate maneuvering area so that a vehicle may be able to enter and exit the parking area in a forward manner. In addition, the proposed street, at the location of the parking, does exceed the 200 ADT threshold in several areas, and thus, a waiver to this LDR requirement is being requested.

The applicant has provided the following justification for the waiver request:

*"Phase II has a total of 329 spaces, so over 57% (188) of the spaces conform to the LDR requirement. Of these 188 spaces, 155 are in pods completely off the access driveway.*

*We are providing an additional 6 parking spaces over and above the total required for this Phase. Building #4 has 24 units, resulting in 168 ADT. Therefore, it falls below the required threshold. Buildings #1, #2 and #3 each have 24 units, thereby generating 504 trips on a cumulative basis. This is over the 200 ADT threshold.*

*By moving the 141 parking spaces to the perimeter road, we were able to offer the following amenities to the residents: two covered pavilions with BBQ grills for resident picnics, two large multi-purpose open play areas, a volleyball court, a tot lot, a gazebo, an oversized clubhouse, a pool and extensive pedestrian/bike paths to link all of the amenities".*

**Waiver Analysis:**

Pursuant to LDR Section 2.4.7(B) (5), prior to granting a waiver, the approving body shall make a finding that the granting of the waiver:

- (e) Shall not adversely affect the neighboring area;
- (f) Shall not significantly diminish the provision of public facilities;
- (g) Shall not create an unsafe situation; and
- (h) Does not result in the grant of a special privilege in that the same waiver would be granted under similar circumstances on other property for another applicant or owner.

It is noted that short parking segments are proposed along Building #1, #2, and #3 which are located along the north property line. Each building has 24 residential units, thereby generating 504 trips on a cumulative basis (168 trips per building) which is over the 200 ADT threshold.



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Since two streets provide access to the buildings, the impact of 504 trips for the street that runs along the north side of Buildings #1, #2, and #3 is somewhat mitigated. The access provided conforms with the minimal aisle standards requirements, and thus, there are no safety concerns. However, compliance with this requirement would require redesign of the development, and in doing so, the elimination of many of the recreation amenities.

It is noted, that the proposed development will provide common open space areas through the introduction of play field areas (dry retention) to practice soccer and/or football, and a volley ball court as well as covered areas for parent observation in the tot-lot area and playground area. Pedestrian walkways are being proposed through the courtyards of the rental buildings and along the open field play areas that eventually connect to the clubhouse and the public sidewalk system along Auburn Avenue. This passive recreation area formed by covered areas for parent observation and pedestrian walkways will be provided with street benches and water-fountains as an additional amenity. The provision of this high quality recreational space is a priority and it would be jeopardized if an alternative parking solution is designed. A balance should be kept between the LDR requirement and the increase in quality of life that will be provided by both the passive and active recreation area formed by the dry retention play field areas. By granting this waiver, a superior product will be achieved for the residents of the proposed development. The granting of this waiver will not create an unsafe situation, significantly diminish the provision of public facilities, or adversely affect the neighboring area. The granting of this waiver will not result in the grant of a special privilege in that the same waiver would be granted under similar circumstances on other property for another applicant or owner. Based on the above, positive findings can be made with respect LDR Section 2.4.7 (B)(5) to support the waiver request.

**Handicapped Accessible Parking:**

Pursuant to LDR Section 4.6.9(C) (1) (b), special parking spaces designed for use by the handicapped shall be provided pursuant to the provisions of Florida Accessibility Code for Building Construction. Accessibility for residential structures is covered by the Federal Fair Housing Act. Pursuant to this act, two percent (2%) of the parking spaces serving the development must be handicapped accessible and accessible visitor spaces should be provided at a rate in accordance with the local code. Based upon the 430 multiple family parking spaces provided, a minimum of nine (9) parking spaces must be handicap accessible. The proposed development has included a total of 16 handicap accessible parking spaces, and thus, this LDR requirement has been met.

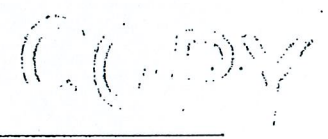
**Other Items:**

**Bus Shelter:**

Pursuant to Transportation Element Policy A-1.3: The City endorses the continued operations of the Palm Tran Transit System and its operations in Delray Beach and will coordinate with Palm Tran to improve the system.

Two Palm Tran bus stop shelters with easements shall be provided; one along the east side of Auburn Avenue and one along SW 10<sup>th</sup> Street. Both bus stop shelters and easements are to be depicted on the site plan, landscape plan, and civil engineering plans, and thus, this is attached as a condition of approval. The applicant shall contact the Parking Management Specialist, Scott Aronson at (561) 243-7196 for additional information.





**Refuse Enclosure:**

Pursuant to LDR Section 4.6.6(C) (1), dumpsters, recycling containers and similar service areas must be enclosed on three sides with vision obscuring gates on the fourth side, unless such areas are not visible from any adjacent public right-of-way. The development proposal includes a trash compactor located on the east side of Building #1 that will serve the regular rental units while the senior housing building will have its own. The trash compactor detail depicting all screened areas, wall, and gate, needs to be provided and thus, this is attached as a condition of approval.

**Stacking Distance:**

Pursuant to LDR Section 4.6.9(D)(3)(c)(2), provisions must be made to provide for 100' of clear stacking in advance of all guardhouses or security gates. A guardhouse is proposed at the main entrance to the senior building parking lot area and a clear stacking distance of 100' has been provided. Thus, this LDR requirement has been met.

**Right-of-Way Dedication:**

Auburn Avenue: Pursuant to LDR Section 5.3.1(D) (2) and Table T-1 of the Transportation Element of the Comprehensive Plan, the ultimate right-of-way width for Auburn Avenue is 50'. The portion of the required r-o-w for Auburn Avenue within the Village Square property will have to be dedicated. Thus, it is attached as a condition of approval that the portion of Auburn Avenue between SW 7<sup>th</sup> Street and SW 8<sup>th</sup> Street including a five foot (5') wide sidewalk easement shall be dedicated and executed as part of the plat for the proposed development.

SW 12<sup>th</sup> Avenue: Pursuant to Table T-1 of the Transportation Element of the Comprehensive Plan, the ultimate right-of-way width for SW 12<sup>th</sup> Avenue is 50'. Pursuant to LDR Section 5.3.1(D)(2), an 80' r-o-w for SW 12<sup>th</sup> Avenue is required, except as otherwise provided in Table T-1 of the Transportation Element of the Comprehensive Plan. The City Engineer and DSMG have reviewed this item and have determined that the current right-of-way width of 50' is sufficient for this section of SW 12<sup>th</sup> Avenue.

SW 8<sup>th</sup> Street: Pursuant to LDR Section 5.3.1(D) (2) and Table T-1 of the Transportation Element of the Comprehensive Plan, the ultimate right-of-way width for SW 8<sup>th</sup> Street is 60' and 50' of right-of-way currently exists. For existing streets, the City Engineer, upon a favorable recommendation from the Development Management Services Group (DSMG), may grant reductions or required dedication in right-of-way width. The City Engineer and DSMG have reviewed the current right-of-way width for this road and have determined that the existing 50' right-of-way is adequate, and thus no additional r-o-w dedication is required. However, a condition of approval is attached to ensure that the current restricted access around most of the block along SW 8<sup>th</sup> Street shall be removed during the re-platting process.

SW 13<sup>th</sup> Avenue: Pursuant to LDR Section 5.3.1 and the Transportation Element of the City's Comprehensive Plan, the ultimate right-of-way width for SW 13<sup>th</sup> Avenue, is 60' and only 45' of right-of-way currently exists. For existing streets, the City Engineer, upon a favorable recommendation from the Development Management Services Group (DSMG), may grant reductions or require dedication in right-of-way width. The City Engineer and DSMG have reviewed the current right-of-way width for this road and have determined that a 50-foot r-o-w will be sufficient and that since a 5-foot dedication has already been made on the east side of SW 13<sup>th</sup> Avenue via plat (Franz/Delk/Kinnaird Plat, Plat Book 63, pg 93, recorded August 1989), an additional 5-foot dedication is not required. It is noted that an additional 5' r-o-w dedication



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will be required from the property owner of the site located to the west of SW 13<sup>th</sup> Avenue with any future site plan modification project submitted.

SW 10<sup>th</sup> Street: Pursuant to LDR Section 5.3.1 and the Transportation Element of the City's Comprehensive Plan, the ultimate right-of-way width for SW 10<sup>th</sup> Street, is 80' and 100' of right-of-way currently exists. For existing streets, the City Engineer, upon a favorable recommendation from the Development Management Services Group (DSMG), may grant reductions or require dedication in right-of-way width. The City Engineer and DSMG have reviewed the current right-of-way width and have determined that a r-o-w of 100' would be retained for this section of SW 10<sup>th</sup> Street. Thus dedication of r-o-w is not required along this road.

Auburn Avenue Left Turn Lane: an inbound left-turn lane is required along Auburn Avenue and it is attached as a condition of approval. The City is unable to include the required turn lane as part of the City's Auburn Avenue Improvement Project, since this project has already been awarded and it is now too late. During the design process, it would have been possible to discuss this option.

#### **Lighting:**

Pursuant to LDR 4.6.8 (Lighting), site lighting must be provided. A site lighting and photometric plan has been provided to ensure compliance with LDR Section 4.6.8. One hundred and twenty nine (129) luminaries have been provided along the interior street system, multi-family parking lots, and the west side of SW 12<sup>th</sup> Avenue, east side of SW 13<sup>th</sup> Avenue and east side of Auburn Avenue. Additional wall mounted fixtures are depicted on the porches and driveways of the duplex and single-family units as well as the multi-family buildings. Details of the wall mounted light fixtures have been provided, and thus, this LDR requirement has been met.

#### **Crime Prevention Through Environmental Design (CPTED) Technical Comments:**

*Safety and Security:* Research of crime statistics for the area consisting of the area where Phase II of the proposed project will be located, indicates that there were over (58) police 'calls for service' per month for October, November, and December of 2004. Totals statistics for October-December 2004: Carver Estates-175 calls District Two-5,115 call, and City Wide-13,083

Further research indicates that police overtime expenditures for Carver Estate was excessive during the period just before it closed. Crime rates made it necessary for the Police Department to add an off-duty detail to patrol Carver Estate's 2.5 blocks. These two officers were over and above the two regular assigned officers who covered the same beat which encompassed Carver Estates. The detail did assign two police officers for the development seven days a week for 5 to 6 hours. Overtime expenditures from October thru December 2004 were as follows:

- District Two-\$113,265;
- Total Patrol-\$282,867
- Carver Estates Detail-\$24,575.

It is noted that Carver Estates Detail overtime was nearly 20% of the total overtime for District Two, and 10% of total Patrol Division overtime for the same period. To the north of the proposed project is the 'Village at Delray' residential development which was recently granted a Certificate



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of Occupancy. Concerns about crime are not limited to Carver Estate alone. It extends to the whole neighborhood area. Preventing crime in the Village at Delray residential development to the north was a major concern for the City of Delray Beach in 2009. All throughout the design process for the Village at Delray project, CPTED practitioners outlined (10) CPTED based strategies which needed to be implemented inside the development, and the City Commission mandated all of them as conditions for final approval in response to safety concerns.

Because the Delray Beach Housing Authority does not envision building a project that mimics Carver Estates, it is imperative that all three proposed phases of development incorporate CPTED strategies similar to those used in the Village at Delray development. In doing so, the proposed Village Square residential development will become a catalyst for change in a neighborhood with a well documented history of drug related crime and violence. The CPTED technical comments are embedded within five basic concepts:

1. Natural Surveillance;
2. Territorial Reinforcement;
3. Natural Access Control;
4. Lighting; and
5. Landscaping

Natural Surveillance: the functionality of a site plan design should always be evaluated using crime prevention indicators to see if the design, itself, will make residents susceptible to crime. The proposed 'open areas' design (aka Ground Level Open Areas Design) features a circular perimeter road which feeds the parking areas located to the rear of each building. This layout will maximize the exterior views provided by each unit's floor plan. In addition, by placing the buildings along the outer areas of the site, residents will naturally focus their attention on the buildings across them. This facilitates a more effective natural surveillance around each building, and provides more 'eyes on the street' as a deterrent to criminal activity. By increasing natural surveillance residents are empowered with the ability to detect abnormal/criminal behavior.

Territorial Reinforcement: the proposed site plan design creates territorial reinforcement through well defined defensible spaces. Sidewalks bring residents and their guests within a few feet of each building in various locations. Also, the outer perimeter road design creates semi-private courtyard areas for each building. Sport activities are imperative to keeping young adolescents and teenagers away from drugs, vandalism, and criminal behavior. The proposed site plan includes active recreation areas to accommodate activities for children and youth of all age ranges. The crime prevention value of the circular perimeter road design is further enhanced because it encompasses these recreational areas. The design provides picnic areas where residents can develop a sense of community, and parents can supervise their children while providing natural surveillance to surrounding buildings.

Natural Access Control: target hardening devices restrict unwanted users/visitors from easily entering the property to take advantage of vulnerable communities. The amount of target hardening measures which should be installed on the proposed residential development proved to be one of the most contested points during the initial design stages of the project between the applicant and staff of the Planning Department.

It is noted that the desires and concerns of the neighbors and residents who reside in the 800 and 900 blocks of SW 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> Avenues were expressed during the initial discussion periods in ways which suggested that they had a stake in the safety of the proposed Village



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Square residents. It should also be noted that those Blocks have crime issues of their own and that target hardening measures need to be in place in order to address crime which may originate there. The applicant has agreed to provide heavy gauge aluminum picket perimeter fencing around Phases I and II, and thus, this is attached as a condition of approval.

The proposed project also calls for CCTV (Closed Circuit TV) at the entrances to Phase I and II from Auburn Avenue and SW 8<sup>th</sup> Street. Swing gates, coupled with control arms are needed at both entrances as well. Guard gates are needed to limit access at both entrances. The CCTV should be installed at each gate location. Cameras should be mounted so that they can identify the driver and tag of each vehicle entering the site. Roundstone, acting as agent for the project and the Delray Beach Housing Authority representative have already agreed to the use of gates at the entrance to Phase I. However, it should be noted that Phase II is just as likely to become a 'target rich environment' for criminal activity as Phase I. Consequently, there is no reason why working families and residents of Phase II should not have the advantage of this same protection. Thus, the use of Guard gates with swing gates, coupled with, control arms and CCTV (Closed Circuit TV) at the entrances to Phase I and II from Auburn Avenue and SW 8<sup>th</sup> Street need to be provided and this is attached as condition of approval. The entrance at SW 8<sup>th</sup> Street should be designated as 'resident entrance only', using a keyless entry system while allowing all traffic to exit that location, and thus this also attached as condition of approval.

Closed Circuit T.V. (CCTV) is a step in the right direction to achieve Natural Access Control, but the absence of on-site security personnel means that CCTV will create more questions than it will answer, i.e.: a) who will monitor the system and assist Law Enforcement personnel after hours when it becomes apparent that there is evidence of criminal activity is available? b) who will procure maintenance for the cameras when they are damaged by those attempting to avoid detection? It should be noted that background checks and guest monitoring are not security strategies which can deal with serious issues in the likely event that those two measures may be circumvented. Therefore, the use of CCTV needs to be coupled with a competent on-site security contractor patrolling the interior, and monitoring the entrances during nights and weekends. Therefore, this is attached as a condition of approval.

A left turn-in lane should be accommodated along Auburn Avenue so that traffic flows freely thru the area during high volume traffic periods. Raised cross-walks are needed at choke points to slow traffic throughout the various parking lots. Chicanes should be used along the perimeter road on the south side of Phase II to slow traffic along the three block 'straight-away' street, and thus this attached as a condition of approval.

Lighting: adequate lighting provides a deterrent to criminal activity. A sufficient quantity of light will deny the "opportunity" for a criminal to act. The photometric plan submitted indicates that the site will receive the appropriate number of Foot Candles [FC] in most areas, and that it will use appropriate luminaries, and thus, no CPTED concerns are anticipated regarding appropriate lighting.

Landscaping: Overgrown landscaping hinders the proper dissemination of light as well as visibility throughout the development. The landscape plan submitted indicates that the project will contain the appropriate trees, shrubs, and ground cover and that irrigation will be sufficient. Proper maintenance will be of utmost importance to insure that landscaping does not become overgrown.



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### **Landscape Technical Comments:**

The landscape plan has been evaluated by the City's Senior Landscape Planner. The landscape plan complies with LDR Section 4.6.16. However, there are various landscape technical items that need to be addressed by the applicant and they have been listed below:

1. Show all light poles on plans. Avoid any conflict between light and adjacent tree canopy by shifting pole or tree;
2. There appears to be a Triple Royal Palm located at the N.W. corner of the Senior Living Bldg that is not labeled. Please check entire plan and correct all errors;
3. Please screen all FPL transformers and any other above-ground equipment from view;
4. All landscape islands need to be curbed. It appears that only a select few of the islands are curbed. Please revise plans to show curbing around all islands. Furthermore, unless car stops are to be used, ALL interior landscape strips adjacent to parking lots are to be curbed;
5. The calculations submitted for the Multifamily portion is incorrect. Revisit line items "K" and "I". Add trees if necessary to satisfy requirement; and
6. The proposed trees located within the bulb-outs along N.W. 12<sup>th</sup> and 13<sup>th</sup> Avenues are conflicting with the Street trees located in front of the residences. Revisit this and adjust the locations of the Street trees so that canopies are not grossly overlapping.

### **Bicycle Parking:**

Pursuant to LDR Section 4.6.9(C) (1) (c) and Transportation Element Policy D-2.2 of the Comprehensive Plan, bicycle parking facilities have been provided in close proximity to the Clubhouse recreational area and the tot lot. However, bicycle parking facilities (a 5 space bike rack) shall be provided in close proximity to the main entrance of each of the rental apartment buildings for visitors and residents. Thus, this is attached as a condition of approval.

### **Auburn Avenue Left Turn Lane:**

Palm Beach County's requires an inbound left-turn lane where:

- Daily volume on the adjacent roadway exceeds 10,000 trips per day; and
- Driveway volume exceeds 1,000 trips per day; and
- At least 75 inbound right turns or 30 left turns occur during the peak hour.

The development will have vehicular access via two access driveway connections, one from Auburn Avenue and the other from SW 13th Avenue and SW 12th Avenue. The generated trips (In/Out) for the A.M. Peak Hour will be 29/109 and for the P.M. Peak Hour will be 115/63. The proposed development will generate 1,906 trips per day. Out of those 1,906 trips, 1,152 will be generated at the northern most driveway entrance to the development located on the east side of Auburn Avenue. This volume of traffic exceeds the Palm Beach County requirement of 1,000 trips per day threshold justifying an inbound left-turn lane.



As reflected in the Turning Movement Worksheet submitted by the applicant 33 left-turn P.M. Peak Hour trips will be coming into the development from the main access driveway on Auburn Avenue. This volume of traffic exceeds the Palm Beach County requirement of 30 left-turn trips per day. While the current volume of Auburn Avenue does not exceed 10,000 trips per day significant increase in daily volumes are anticipated with redevelopment of the area. Given this increase and the exceeding of the other two volume criteria, this development should accommodate a south bound left turn lane at the north entrance into the development. Therefore, it is attached as a condition of approval that this be a required off site improvement.

**Underground Utilities:**

Pursuant to LDR Section 6.1.8, utility facilities serving the development shall be located underground throughout the development. A note to this effect has been placed on the site plan.

**Plat:**

As the development proposal will require the combination of individual properties as well as right-of-way easements and dedications, a plat must be processed and recorded prior to issuance of a building permit; and thus, this is attached as a condition of approval.

**Visibility Triangles:**

Pursuant to LDR Section 4.6.14(A), when an access way intersects a public right-of-way or when the subject property abuts the intersection of two or more public rights-of-way, triangular areas shall provide unobstructed cross-visibility. Visibility triangles have been depicted on the site plan and landscape plan that meet the LDR requirement.

**REVIEW BY OTHERS**

*Community Redevelopment Agency (CRA):*

At its meeting of July 14, 2011, the CRA reviewed the conditional use request and recommended approval of the conditional use request.

*Site Plan Review and Appearance Board:*

If the Conditional Use request is approved by the City Commission, a site plan application will be processed for final action by SPRAB.

**Courtesy Notice:**

Courtesy notices have been provided to the following homeowner's associations and interested parties, which have requested notice of developments in their areas:

- Bellehaven HOA
- Carver Park HOA
- Rosemont Gardens HOA
- Delray Citizen's Coalition
- Neighborhood Advisory Council



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**Public Notice:**

Formal public notice has been provided to property owners within a 500' radius of the subject property. Any letters of support or objection will be presented at the Planning and Zoning Board meeting.

**ASSESSMENT AND CONCLUSION**

The development proposal to build a two hundred and fifty three (253) unit residential development is consistent with the policies of the Comprehensive Plan. The development proposal also includes two waiver requests; one to LDR Section 4.6.9(D)(2) for the provision of maneuvering area so that a vehicle may be able to enter and exit the parking area onto a street in a forward manner; the second waiver is to LDR Section 4.3.4(K) to the minimum lot size, minimum lot width, and minimum lot depth requirement for single-family and duplex lots. Positive findings can be made with respect to LDR Section 2.4.7(B)(5) for both waiver request.

The applicant is also requesting, pursuant to LDR Section 4.6.9(F)(1), a Special Action Parking Reduction to reduce the parking requirement for Phase-I from 173 spaces to 101 spaces (a reduction of 72 parking spaces). The applicant has based the special action parking reduction request in the findings of two important studies: The Senior Housing Trip Generation and Parking Characteristics Study prepared for the Institute of Transportation Engineers (ITE), and The City of San Diego Multi-family Residential Parking Study prepared for the San Diego Housing Commission.

Staff supports this reduction based on the conclusions of the two studies presented and on the applicant's analysis. Consistency with Chapter 3 and Section 2.4.5(F) (5) of the Land Development Regulations will be achieved provided all conditions of approval are addressed.

The proposed two hundred and fifty three (253) unit townhouse development represents 13.91 units per acre. At the proposed density, the development proposal is required to meet the development standards as listed in LDR Section 4.4.6(I), and applicable sections of the Workforce Housing Ordinance (LDR Section 4.7). In conclusion, findings of compliance can be made with regard to all performance standards (a), (b), (c), (d), (e), (f) and (g) listed in LDR Section 4.4.6(I) and the requirements of the RM zoning district have been adequately addressed to support the proposed density of 13.91 units per acre. The development proposal includes the provision of 228 workforce housing rental units within the development, 18 of which must be in compliance with LDR Section 4.7 Family/Workforce Housing. Given the above, positive findings can be made with respect to both the Comprehensive Plan and all applicable LDR Sections and staff is recommending approval of the Conditional Use request for Village Square.

**ALTERNATIVE ACTIONS**

- A. Postpone with direction.
- B. Move a recommendation of approval to the City Commission for the waiver requests, special action parking reduction request, and conditional use request to allow for a density of 13.91 dwelling units per acre for **Village Square**, by adopting the findings of fact and law contained in the staff report, and finding that the request is consistent with the Comprehensive Plan and meets criteria set forth in Section 2.4.5(E)(5), 4.4.6(I)[Performance



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Standards], Article 4.7 [Family/Workforce Housing] and Chapter 3 of the Land Development Regulations.

- C. Move a recommendation of denial to the City Commission for the waiver requests, special action parking reduction request, and conditional use request to allow for a density of 13.91 dwelling units per acre **Village Square**, by adopting the findings of fact and law contained in the staff report, and finding that the request is inconsistent with the Comprehensive Plan and does not meet criteria set forth in Section 2.4.5(E)(5), 4.4.6(I)[Performance Standards], Article 4.7 [Family/Workforce Housing] and Chapter 3 of the Land Development Regulations.

**RECOMMENDED ACTION**

By Separate Motions:

Waivers:

1. Move a recommendation of approval to the City Commission of the request for a waiver to LDR Section 4.6.9 (D)(2) to waive the requirement that adequate maneuvering area shall be provided for a vehicle to enter and exit the parking area onto the street in a forward manner, by adopting the findings of fact and law contained in the staff report, and finding that the request and approval thereof is consistent with the Comprehensive Plan and meets criteria set forth in Section 2.4.7(B)(5) of the Land Development Regulations.
2. Move a recommendation of approval to the City Commission of the request for a waiver to LDR Section 4.3.4(K),
  - To reduce the **minimum lot size** for single-family lots from the required 7,500 sq. ft for:  
  
Lot #1 to 6,365.85 sq. ft.  
Lot #2 to 6,401.74 sq. ft.  
Lot #3 to 6,391.41 sq. ft.  
Lot #4 to 6,384.60 sq. ft.  
Lot #5 to 6,377.74 sq. ft.  
Lot #6 to 6,294.73 sq. ft.  
Lot #7 to 6,211.54 sq. ft.  
Lot #8 to 6,204.80 sq. ft.  
Lot #9 to 6,195.62 sq. ft.  
Lot #10 to 6,192.36 sq. ft.  
Lot #11 to 6,789.53 sq. ft.
  - To reduce the **minimum lot width** for the single-family corner lots from the required 80 feet for:  
  
Lot #1 to 62 ft.  
Lot #11 to 69 ft.
  - To reduce **the minimum lot depth** for the duplex lots from the required 100 feet for:

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Lot #12 to 93.96 ft.  
Lot #13 to 93.79 ft.  
Lot #14 to 93.61 ft.  
Lot #15 to 93.45 ft.  
Lot #16 to 95.34 ft.  
Lot #17 to 93.34 ft.  
Lot #18 to 92.97 ft.

by adopting the findings of fact and law contained in the staff report, and finding that the request and approval thereof is consistent with the Comprehensive Plan and meets criteria set forth in Section 2.4.7(B)(5) and 4.3.1(D) of the Land Development Regulations.

Special Action Parking Reduction:

Approve the reduction of parking spaces required pursuant to LDR Section 4.6.9(C)(2)(c), from 173 parking spaces to 101 parking spaces (a reduction 72 spaces), based on LDR Section 4.6.9(F)(1), which allows a parking reduction upon receipt and acceptance of special documentation that demonstrates a reduced number of parking spaces will accommodate a specific use.

Conditional Use:

Move a recommendation of approval to the City Commission for the conditional use request to allow for a density of 13.91 dwelling units per acre for **Village Square**, by adopting the findings of fact and law contained in the staff report, and finding that the request is consistent with the Comprehensive Plan and meets criteria set forth in Section 2.4.5(E)(5), 4.4.6(I)[Performance Standards], Article 4.7 [Family/Workforce Housing] and Chapter 3 of the Land Development Regulations, subject to the following conditions:

1. Approval of a site plan by SPRAB that is in general conformance to the submitted site plan and addresses the "Exhibit "A" - Technical Items, Landscape Technical items, CPTED technical items and conditions of approval attached in the staff report;
2. That a plat must be processed and recorded prior to issuance of a building permit;
3. That the applicant provides a southbound left turn lane at the north entrance within Auburn Avenue;
4. That perimeter fencing around Phases I and II is provided and that such fencing will be made from heavy gauge aluminum picket fencing. The fence shall be depicted on the site plan, landscape plan, and engineering plan;
5. That a typical site perimeter fence detail for Phase I and II needs to be provided before site plan certification;
6. That the use of guard gates with swing gates/control arms, and CCTV (Closed Circuit TV) at the entrances to Phase I and II from Auburn Avenue and SW 8<sup>th</sup> Street need to be provided. A note to this effect shall be included on the site plan;



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7. That the entrance at SW 8<sup>th</sup> Street shall be designated as 'resident entrance only' and that residents shall use a keyless entry system while allowing all traffic to exit the site at that location;
8. That the CCTV system shall also include a competent on-site security contractor patrolling the interior of the site and monitoring the entrance(s) during nights and weekends and that a note to this effect shall be included on the site plan, landscape plan, and engineering plans;
9. That a security surveillance system with CCTV capable of night-time digital recording with 90 days of taping capacity shall be provided and that the system is to be accompanied by an annual maintenance contract; and a copy of the contract shall be provided as part of a security plan;
10. That there will be 24 hour video surveillance with day time surveillance at the dual access main gates to be monitored by the property manager which will include call-box access at the gate and that a note to this effect shall be included on the site plan, landscape plan, and engineering plans;
11. That the development is required to have CCTV monitoring coverage around each of the proposed buildings, including the rear area of each building breezeway;
12. That a security plan which verifies compliance with CPTED technical comments is provided by the applicant. Such security plan will require approval by the Police Department before issuance of a building permit and a note to this effect will be provided on the site plan.
13. That raised pedestrian cross-walks shall be provided at choke points to slow traffic throughout the various parking lots, and that chicanes must be used along the perimeter road on the south side of Phase II to slow traffic along the three block 'straight-away' street segment;
14. That two bus shelter with easements shall be provided; one along the east side of Auburn Avenue and one on 10<sup>th</sup> Street. Both bus shelters and bus shelter easements are to be depicted on the site plan. The Parking Management Specialist, Scott Aronson at (561) 243-7196 will provide the standard detail for the bus shelters;
15. That the pedestrian walkways (as passive recreation areas) as well as the areas around the playground for parent observation shall be provided with street benches, water-fountains and trash receptacles. These items shall be shown on the site plan and landscape plans;
16. That either the location of the 18 workforce housing units be clearly depicted within each building on the site plan or that the workforce housing covenant [LDR Section 4.7.6(a)] include a provision that complies with Section 4.7.9(o) and conveys authority to the City of Delray Beach to monitor rental of the workforce units;
17. That all required and provided setbacks be included as part of the site data table and clearly labeled and depicted on the site plan;
18. That the required and provided percentage figure of lot coverage (LDR 40% maximum required) and open space percentage (LDR 25% minimum required) for Phase I and II be included as part of the site data table calculations;



19. Pursuant to LDR Section 4.6.16(H)(3)(i), landscape islands which contain a minimum of seventy-five (75) square feet of plantable area, with a minimum dimension of five (5) feet, exclusive of the required curb, shall be placed at intervals of no less than one landscaped island for every ten (10) parking spaces. The portion of parking area located between Building #1 and #2 must be revised to comply with this LDR requirement;
20. That the applicant shall revise the site data table provided to reflect the correct total number of parking spaces and the guest parking spaces provided for Phase II;
21. That seven (7) guest parking spaces (for the duplex units) shall be provided within that portion of the site designated for Phase III which contains the duplex residential units;
22. That a trash compactor detail depicting all screened areas, wall, and gate, be provided before site plan certification;
23. That bicycle parking facilities (a 5 space bike rack) shall be provided in close proximity to the main entrance of each multi-family building for visitors and residents;
- \* 24. That a kid's zone, with a play-ground and tot lot area appropriate for toddlers shall be provided around the clubhouse area;
25. That the proposed pool shall include a pool shower and pool furniture;
26. That the portion of Auburn Avenue between SW 7<sup>th</sup> Street and SW 8<sup>th</sup> Street including a five foot (5') wide sidewalk easement shall be dedicated and executed as part of the plat;
27. That an inbound left-turn lane must be provided along Auburn Avenue and shall be depicted on the site plan, landscape plan, and engineering plans before site plan certification;
28. That the current restricted access around most of the block along SW 8<sup>th</sup> Street shall be removed during the re-platting process and shall be noted on the proposed development plans;
29. That no amendments to the Workforce Housing covenants shall be made unless by written instrument approved by the City;
30. That the developer shall coordinate with the Community Improvement Department on renter eligibility for the workforce units;
31. That in the event the workforce housing units are sold this must be done in accordance with Article 4.7.7;
32. That the Home Owner's Association documents contain a prohibition on the parking of vehicles within the interior street system and that a copy of such document be provided to the City;
33. That the applicant shall coordinate with the Community Improvement Department on renter/buyer eligibility and housing prices and rents to be paid; and



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34. That the applicant shall provide a copy of an Executed Restrictive Covenant, as submitted to the PBC School District, indicating that 84 units will be age restricted for adults only before site plan certification.

Report prepared by: Estelio Breto, Senior Planner

Attachments:

- Site Plan
- Landscape Plan
- Elevations, Engineering Plans
- Location Map

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**EXHIBIT A  
TECHNICAL ITEMS**

**Preliminary Engineering Technical Comments:**

1. No preliminary Engineering Comments have been generated for this project. Final Engineering Comments will be provided during the Site Plan Review Process.



# **ATTACHMENT H**

**COPY**

Brief Statement of Explanation regarding  
Application No. 2011-061C

**Part III.C.4.a**

For the reasons stated below, the Applicant provided an invalid Local Government Verification that Development is Consistent with Zoning and Land Use Regulation form as Exhibit 32, and should therefore fail threshold and lose its Ability to Proceed tie-breaker point for evidence of appropriate Zoning.

The Applicant submitted Local Government Verification that Development is Consistent with Zoning and Land Use Regulation form as Exhibit 32 and selected option on the form # (1) which indicates that:

*“The number of units (not buildings) allowed for this development site (if restricted) is: 144 ...”*

Upon request, the City of Delray Beach provided a link to the documents submitted by the Applicant to obtain Zoning Verification form and we have attached these documents as Exhibit A “Planning and Zoning Board Staff Report dated July 18, 2011”. There are 34 Conditional Use requirements that the Applicant has to meet in order to receive the appropriate zoning to achieve 144 units. The current RM zoning designation, per the City of Delray Beach allows for 12 units per acre. The Applicant has requested an increase in Density for the entire project of 13.91 dwelling units per acre, which density increase is contingent upon all 34 Conditional Use requirements being satisfied. These Conditional Use requirements have, of course, not been satisfied at this time.

The Application Instructions state that “The verification form must demonstrate that **as of the date that signifies the Application Deadline** for the 2011 Universal Cycle the proposed site is appropriately zoned and consistent with local land use regulations regarding density and intended use...” (Emphasis added). As of the Application Deadline, the zoning density for this project was 12 units per acre. At some point in the future, if all 34 Conditional Use requirements are satisfied, the zoning density may increase to 13.91 units per acre, which would only then allow the project to achieve its desired density of 144 units. In effect, by tying the satisfaction of multiple conditions to an increase in zoning density, rather than the more standard practice of making satisfaction of these conditions a requirement of final site plan approval, the City of Delray Beach has made it impossible for the Applicant to satisfy the zoning requirements of Florida Housing as of the application deadline, notwithstanding the execution of Exhibit 32 by a City official. The Applicant may achieve its desired zoning density in the future, but it did not have it as of the Application deadline. The remedy lies with the City adopting a process consistent with Florida Housing’s reasonable zoning requirements, not in Florida Housing bending its rules to accommodate a particular development.



The applicant submitted a Site Plan, which was received by the Planning and Zoning Department on July 15, 2011(attached behind the P&Z Report Exhibit A), which shows the multiple phases of the Village Square project. Conditional Use #24 refers to the kid's zone, with a playground and tot lot area appropriate for toddlers that shall be provided around the clubhouse area; the Site Plan that was submitted to P&Z shows that the tot-lot area is located in the center of the development - several hundred feet from the Clubhouse Area, which was the required location. As of the Application Deadline, this Conditional Use was not met, and the Applicant was not eligible to receive the additional zoning required for the development of its project pursuant to its Application.

Since the Applicant submitted a Zoning Verification Exhibit 32 which is subject to the future satisfaction of 34 Conditional Use requirements in order to receive an increase in zoning density, Exhibit 32 should not be accepted and the Applicant should lose its Ability to Proceed tie-breaker point for zoning and also fail threshold.

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2011 UNIVERSAL CYCLE - LOCAL GOVERNMENT VERIFICATION THAT DEVELOPMENT IS CONSISTENT WITH ZONING AND LAND USE REGULATIONS

Name of Development: Village Square (Part III.A.1. of the 2011 Universal Cycle Application)

SE corner of SW 7th St and Auburn Ave, Delray Beach

Development Location: (At a minimum, provide the address assigned by the United States Postal Service, including the address number, street name and city, or if the address has not yet been assigned, provide (i) the street name, closest designated intersection and city if located within a city or (ii) the street name, closest designated intersection and county if located in the unincorporated area of the county.)

The undersigned Local Government official confirms that on or before the Application Deadline for the 2011 Universal Application Cycle (as stated on the FHFC Website http://apps.floridahousing.org/StandAlone/FHFC\_ECM/ContentPage.aspx?PAGE=0238):

- (1) The number of units (not buildings) allowed for this development site (if restricted) is: 144 and/or if a PUD, the number of units (not buildings) allowed per development site is: or if not a PUD and development site is subject to existing special use or similar permit, number of units allowed for this development site is: ; and
(2) The zoning designation for the referenced Development site is RM ; and
(3) The intended use is consistent with current land use regulations and the referenced zoning designation or, if the Development consists of rehabilitation, the intended use is allowed as a legally non-conforming use. To the best of my knowledge, there are no additional land use regulation hearings or approvals required to obtain the zoning classification or density described herein. Assuming compliance with the applicable land use regulations, there are no known conditions which would preclude construction or rehabilitation (as the case may be) of the referenced Development on the proposed site.

CERTIFICATION

I certify that the City/County of Delray Beach has vested in me the authority (Name of City/County)

to verify consistency with local land use regulations and the zoning designation specified above or, if the Development consists of rehabilitation, the intended use is allowed as a "legally non-conforming use" and I further certify that the foregoing information is true and correct. In addition, if the proposed Development site is in the Florida Keys Area as defined in Rule Chapters 67-21 and 67-48, F.A.C., I further certify that the Applicant has obtained the necessary Rate of Growth Ordinance (ROGO) allocations from the Local Government.

Signature Paul Dorling

Paul Dorling Print or Type Name

Director, Planning & Zoning Print or Type Title

This certification must be signed by the applicable City's or County's Director of Planning and Zoning, chief appointed official (staff) responsible for determination of issues related to comprehensive planning and zoning, City Manager, or County Manager/Administrator/Coordinator. Signatures from local elected officials are not acceptable, nor are other signatories. If the certification is applicable to this Development and it is inappropriately signed, the Application will fail to meet threshold.

If this certification contains corrections or "white-out", or if it is scanned, imaged, altered, or retyped, the form will not be considered and the Application will fail to meet threshold. The certification may be photocopied.

Provide Behind a Tab Labeled "Exhibit 32"



# PLANNING AND ZONING BOARD

CITY OF DELRAY BEACH

--- STAFF REPORT ---

MEETING DATE: July 18, 2011

AGENDA ITEM:

ITEM: Conditional Use Request for the **Village Square** to Allow an Increase in the Residential Density Above 12 Dwelling Units Per Acre (13.91 du/ac proposed) Pursuant to the City's Family/Workforce Housing Program. The property is located on the Southeast Corner SW 7<sup>th</sup> Street and Auburn Avenue.

### GENERAL DATA:

Applicant..... Roundstone Development, LLC

Agent..... Michael Hartman

Owner..... Delray Beach Housing Authority

Location..... East side of Auburn Avenue and SW 13<sup>th</sup> Avenue between SW 7<sup>th</sup> Street and SW 10<sup>th</sup> Street

Property Size..... 18.18 acres

Future Land Use Map..... TRN (Transitional)

Current Zoning..... RM (Medium Density Residential)

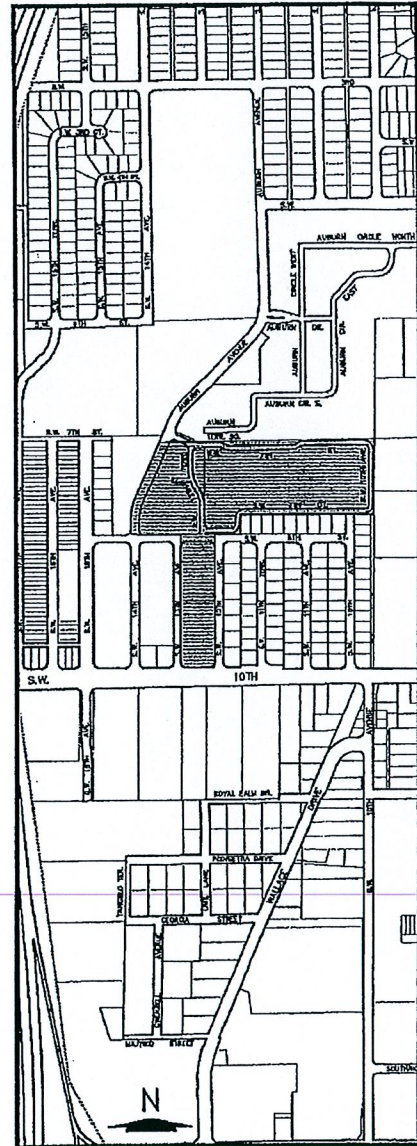
Adjacent Zoning.....North: RM (Multiple Family Residential)  
East: OSR (Open Space Recreational)  
South: R-1-A (Single Family Residential)  
West: LI (Light Industrial)

Existing Land Use..... Vacant Lot

Proposed Land Use..... A 253-unit residential development (84 units senior building, 144 residential rental units, 11 single family units and 14 duplex units).

Water Service..... Water service is available via service lateral connections to two existing 8" water mains located south of SW 7<sup>th</sup> Street right-of-way and east of SW 13<sup>th</sup> Avenue.

Sewer Service..... Sewer service is available via service lateral connection to an existing 8" sanitary sewer main within the SW 12<sup>th</sup> Avenue right-of-way.





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#### ITEM BEFORE THE BOARD

The action before the Board is making a recommendation to the City Commission on a conditional use request for **Village Square** to allow a density above 12 dwelling units per acre [LDR Section 4.4.6(D)(9)] (13.91 du/ac proposed), pursuant to LDR Section 2.4.5(E). The property is located on the east side of Auburn Avenue and SW 13<sup>th</sup> Avenue between SW 7<sup>th</sup> Street and SW 10<sup>th</sup> Street.

#### BACKGROUND/PROJECT DESCRIPTION

The subject property consists of Tract "A" (Stone Station Florida, Plat Book 96, pg 129-130, PBC Public Records), located on the south side of SW 7<sup>th</sup> Street, to the north of SW 8<sup>th</sup> Street, and to the east of Auburn Avenue; and Tract "B" (Franz/Delk/Kinnaird, Plat Book 63, pg 93, recorded in PBC on August 1989) located to the south of SW 8<sup>th</sup> Street and to the north of SW 10<sup>th</sup> Street between, SW 12<sup>th</sup> Avenue and SW 13<sup>th</sup> Avenue. The property totals 18.18 acres and is zoned RM (Medium Density Residential). Tract "A" contained seventeen (17) multiple family structures that were built in 1981 and have been demolished; and Tract "B" is undeveloped.

The development proposal includes the construction of a 253-unit residential development, which will contain three phases; Phase I: construction of a 3-story senior citizen building with an integrated clubhouse, pool, and putting green, 42 one-bedroom units, and 42 two-bedroom units, for a total 84 rental units. Phase II: construction of a clubhouse and six 3-story buildings with a mix of 6 one-bedroom units, 66 two-bedroom units, 48 three-bedroom units, and 24 four-bedroom units, for a total of 144 rental units at a rent significantly below current market rates. Phase III: construction of 11 three-bedroom for-sale single-family homes and 14 three-bedroom for-sale duplex units.

The development proposal also includes the following waivers and special action parking reduction request:

- Pursuant to LDR Section 4.6.9(F)(1), the applicant is requesting a Special Action Parking Reduction to reduce the parking requirement for Phase-I from 173 spaces to 101 spaces (a reduction of 72 parking spaces);
- Waiver to LDR Section 4.6.9(D)(2) from the requirement that adequate maneuvering area shall be provided that will allow for a vehicle to enter and exit the parking space in a forward manner when more than 200 ADT (Average Daily Trips) exist within the adjacent drive isle. This site plan provides several areas where back out parking is proposed and the adjacent traffic volumes exceed 200 ADT, and thus, a waiver to this LDR requirement is being requested;
- Pursuant to LDR Section 4.3.1(D), the applicant is requesting a waiver to LDR Section 4.3.4(K) from the requirement that the minimum lot size for single-family units lots #1 through to #11 be reduced from the required 7,500 sq. ft.; that the minimum lot width for single-family units corner lots #1 and #11 be reduced from the required 80'; and that the the minimum lot depth for duplex lots #12 through to #18 be reduced from the required 100'.

The conditional use request is to allow density above 12 units per acre in the Carver Estates Overlay District (13.91 units per acre proposed), in accordance with the provisions of the City's



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Family/Workforce Housing Ordinance (LDR Section 4.7). The conditional use request is associated with the construction of a 253-unit residential development, known as Village Square. Multiple family residential developments may exceed twelve (12) units per acre, up to a maximum of twenty-four (24) units per acre within the Carver Estate Overlay District defined in Section 4.5.11, subject to the provisions of Section 4.4.6(l), and Article 4.7. The conditional use application is now before the Board for consideration.

### CONDITIONAL USE ANALYSIS

#### **REQUIRED FINDINGS (Chapter 3):**

Pursuant to LDR Section 3.1.1 (Required Findings), prior to the approval of development applications, certain findings must be made in a form which is part of the official record. This may be achieved through information on the application, the staff report, or minutes. Findings shall be made by the body, which has the authority to approve or deny the development application. These findings relate to Future Land Use Map Consistency, Concurrency, Comprehensive Plan Consistency and Compliance with the LDRs as noted below.

**FUTURE LAND USE MAP:** The use or structures must be allowed in the zone district and the zoning district must be consistent with the land use designation.

The subject property has a Future Land Use Map designation of TRN (Transitional) and is zoned RM (Medium Density Residential). The RM zoning district is consistent with the TRN Future Land Use Map designation. Pursuant to LDR Section 4.4.6(D)(10), multiple family residential developments may exceed 12 units per acre, up to a maximum of 24 units per acre, within the Carver Estate Overlay District, subject to the provisions of Section 4.4.6(l) and Article 4.7. Based upon the above, positive findings can be made with respect to consistency with the Future Land Use Map.

**CONCURRENCY:** Facilities which are provided by, or through, the City shall be provided to new development concurrent with issuance of a Certificate of Occupancy. These facilities shall be provided pursuant to levels of service established within the Comprehensive Plan.

**Water and Sewer:** Water service is available via service lateral connections to two existing 8" water main that traverse the site and are located on the south side of the SW 7<sup>th</sup> street right-of-way. In addition, water service is also available via service lateral connections to an existing 8" water main that traverses the site and is located on the east side of the SW 13<sup>th</sup> Avenue right-of-way. There are five (5) existing fire hydrants located on the site. An additional fire hydrant is to be located at the intersection of SW 13<sup>th</sup> Avenue and SW 10<sup>th</sup> Street. Sewer service is available via service lateral connection to an existing 8" sanitary sewer main within the SW 12<sup>th</sup> Avenue right-of-way. Sewer service is also available via a service lateral connection to an existing 8" sanitary sewer main that traverses the site and is located on the north side of the SW 7<sup>th</sup> Street right-of-way.

Pursuant to the City's Comprehensive Plan, treatment capacity is available at the City's Water Treatment Plant and the South Central County Waste Water Treatment Plant for the City at build-out. Based upon the above, positive findings can be made with respect to this level of service standard.



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**Drainage:** A conceptual engineering plan has been submitted with the conditional use application that indicates that drainage will be provided via sheet flow to catch basins (type "D' Inlet) and ex-filtration trenches for the single-family homes and duplex units located between SW 12<sup>th</sup> Avenue and SW 13<sup>th</sup> Avenue. Outfall of the drainage system will be tied to the City's storm water system. The drainage system for the multiple-family structures will contain various strategically located dry retention ponds which will drain water from the proposed six 3-story buildings and the senior residents building located at the entrance of the development. There are no problems anticipated in retaining drainage on site and obtaining any/all necessary permits.

**Traffic:** A traffic study has been submitted that indicates that the proposed development will generate a net increase of 366 Average Daily Trips with 26 A.M. Peak Hour Trips (net increase) and 42 P.M. Peak Hour Trips (net increase). A letter from the Palm Beach County Traffic Division indicating that the proposed project meets concurrency with the Palm Beach County Traffic Performance Standards Ordinance has been provided, and thus, traffic concurrency requirements have been met.

**Parks and Recreation:** The Open Space and Recreation Element of the City's Comprehensive Plan indicates in its conclusion that "The City will have sufficient recreation facilities at build-out to meet the adopted standards". A park impact fee is collected to offset any impacts projects may have on City recreational facilities. Pursuant to LDR Section 5.3.2, a park impact fee of \$500.00 per dwelling unit will be collected prior to issuance of a building permit for each unit for parks and recreation purposes. A total fee of \$126,500 will be required of this development (253 units x \$500 = \$126,500).

**Solid Waste:** The proposed 228-unit multiple-family portion of the residential development will generate 118.56 tons of solid waste per year (228 units x 0.52 tons = 118.56 tons). The proposed 25 duplex and single-family units combined will generate 49.75 tons of solid waste per year (25 units x 1.99 tons = 49.75 tons), for combined a total of 168.31 tons of solid waste per year (49.75+118.56=168.31). The previously existing 200-unit residential development generated 104 tons of solid waste per year (200 units x 0.52 tons = 104 tons). This project will represent an increase of 64.31 tons over the prior condition (168.31 tons - 104 tons = 64.31 tons). The Solid Waste Authority has indicated that its facilities have sufficient capacity to handle all development proposals until the year 2031, thus a positive finding with respect to this level of service standard can be made.

**Schools:** A letter from the Palm Beach County School District indicating that the proposed development meets concurrency standard has been provided, and thus, a positive finding with respect to this level of service standard can be made. However, the applicant shall provide a copy of an Executed Restrictive Covenant, as submitted to the PBC School District, indicating that 84 units will be age restricted for adults-only before site plan certification, and thus, this is attached as a condition of approval.

**CONSISTENCY:** Compliance with performance standards set forth in Chapter 3 and required findings in LDR Section 2.4.5(E) (5) for the Conditional Use request shall be the basis upon which a finding of overall consistency is to be made. Other objectives and policies found in the adopted Comprehensive Plan may be used in making a finding of overall consistency.



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A review of the objectives and policies of the adopted Comprehensive Plan was conducted and the following applicable objectives and policies that are relevant to the Conditional Use application are noted:

**Future Land Use Element Objective A-1: Property shall be developed or redeveloped, in a manner so that the future use, intensity and density are appropriate in terms of soil, topographic, and other applicable physical considerations; encourage affordable goods and services; are complementary to and compatible with adjacent land uses; and fulfill remaining land use needs.**

There are no significant environmental characteristics to the subject property. The proposed residential development will be complimentary to the existing development pattern in the neighborhood, particularly to the Village at Delray residential development located to the north. The additional residential units will add to the customer base for the existing commercial uses along West Atlantic Avenue and aid in the redevelopment of this corridor. The proposed development will enable the fulfillment of remaining land use needs by the provision of workforce housing, as discussed in greater detail with Future Land Use Element Policy C-1.7. Based upon the above, a positive finding can be made with respect to Future Land Use Element Objective A-1, that the redevelopment of the subject property will be complimentary to adjacent land uses and will fulfill remaining land use needs.

**Future Land Use Element Policy C-1.7: The following pertains to the Southwest Neighborhood Redevelopment Area:**

***This area is generally defined as the area bounded by West Atlantic Avenue on the north, SW 10<sup>th</sup> Street on the south, Interstate-95 on the west, and Swinton Avenue on the east.***

***Many of the parcels in the area contain vacant or dilapidated structures, substandard parking and substandard landscaping. The area also contains residential areas identified as "Rehabilitation" on the Residential Neighborhood Categorization Map contained in the Housing Element.***

***The Southwest Area Neighborhood Redevelopment Plan was adopted by the City Commission at its meeting of June 3, 2003. The Plan establishes a blueprint for the revitalization and stabilization of the area. The Southwest Area Neighborhood Redevelopment Plan is divided into five sub-areas based upon current and proposed land uses. The sub-areas serve to define potential boundaries for the phased implementation of the various plan components. Future development in the area must be in accordance with the provisions of the Redevelopment Plan.***

The subject property is located within the borders of the Southwest Area Neighborhood Redevelopment Plan, and is more specifically included within sub-area #3 which is known as The Village Center. This sub-area extends from SW 3<sup>rd</sup> Street to S.W. 10<sup>th</sup> Street. The Agencies currently based within the Village Center corridor include the Village Academy, the Boys and Girls Club, Head Start, the Delray Beach Housing Authority, and other service providers. The Southwest Area Neighborhood Redevelopment Plan recommends that sub-area #3 (the Village Center) be redeveloped to create a seamless service network linking education, social, and recreation services and facilities to meet the needs of southwest area neighborhoods. The Southwest Area Redevelopment Plan also calls for the provision of a mix of incomes with a strong base of affordable housing units and a mixture of multi-family housing (apartments/townhomes).



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The proposed development will further these goals by replacing previously existing deteriorated housing which has been demolished with a 253-unit residential development including senior housing, rental apartments, duplex and single-family homes. The proposal includes a mix of market rate housing and workforce housing units. Out of the 253 residential units, 228 are proposed as workforce housing rental units, including 144 rental apartments and 84 senior apartments, to be rented to tenants with an income below 60% of the Palm Beach County median income. The proposed development will introduce new housing units to the area and strengthen night time security providing more "eyes on the street" as a deterrent to criminal behavior which is a critical and basic concept of Crime Prevention Through Environmental Design (CPTED). This will improve the safety of the area as well as its long term stability.

The Southwest Area Neighborhood Redevelopment Plan also recommends that redevelopment in sub-area #3 be implemented by building upon traditional models of town development and architecture to enhance neighborhood character and create a sense of place. The proposed development does provide a sense of place through its use of neo-traditional architectural design. The front porches provided for single-family units and duplex units will provide a contact, conversation, and gathering place for the residents. The proposed porches will also provide a sense of place for passive recreation and community living. Based upon the above, a positive finding can be made with respect to Future Land Use Element Policy C-1.7, that the proposed development will fulfill the goals and objectives of the Southwest Area Neighborhood Redevelopment Plan.

**Housing Objective A-11:** To assist residents of the City in maintaining and enhancing their neighborhood, the City, through public input and notification, shall take steps to ensure that modifications in and around the neighborhood do not lead to its decline, such as those described in the following policies.

**Housing Policy A-11.3:** In evaluating proposals for new development or redevelopment, the City shall consider the effect that the proposal will have on the stability of nearby neighborhoods. Factors such as noise, odors, dust, traffic volumes and circulation patterns shall be reviewed in terms of their potential to negatively impact the safety, habitability and stability of residential areas. If it is determined that a proposed development will result in a degradation of any neighborhood, the project shall be modified accordingly or denied.

As noted previously, the proposed development will replace the severely deteriorated housing that was demolished in 2009, with a 253-unit residential development including 84 senior housing rental apartments, 144 regular rental apartments, 14 duplex residential units and 11 single-family homes. The provision of workforce housing within the proposed development will assure that affordable housing will be maintained within the neighborhood. Safety, habitability and stability of the neighborhood should be significantly improved by introducing additional homeowners into the area.

**PERFORMANCE STANDARDS FOR DENSITY INCREASE:**

**LDR Section 4.4.6 RM Zone District:**

Pursuant to LDR Section 4.4.6(A) **Purpose and Intent:** The Medium Density Residential (RM) District provides a residential zoning district with flexible densities having a base of six (6) units per acre and a maximum of twelve (12) units per acre, except within the



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Southwest Neighborhood Overlay District and the Carver Estates Overlay District where the maximum density is 24 dwelling units per acre. The actual density of a particular RM development is based upon its ability to achieve certain performance standards which are intended to mitigate the impacts of the increased density and ensure that the project is compatible with surrounding land uses. Within the Southwest Neighborhood Overlay District, the Southwest 10<sup>th</sup> Street Overlay District, and the Carver Estates Overlay District, the actual density is also based upon the development's ability to comply with Article 4.7 (Family/Workforce Housing). Further, the Medium Density Residential District provides for implementation of those objectives and policies contained within the Housing Element of the Comprehensive Plan which call for accommodating a variety of housing types.

LDR Section 4.4.6(l) Performance Standards:

- 1) Pursuant to LDR Section 4.4.6(l)(1), These standards shall apply to all site plans approved subsequent to October 7, 1997, and for modifications to existing developments which involve the creation of additional residential units. In order to increase a project density beyond six (6) units per acre, the approving body must make a finding that the development substantially complies with the performance standards listed in this section. The intent of the standards is to mitigate the impacts of the additional density both internal and external to the site. The extent to which a project meets the standards will determine the number of units per acre that will be permitted. For example, if a project meets or exceeds all of the standards, and is otherwise consistent with applicable standards and policies of the City's Comprehensive Plan and Land Development Regulations, the maximum density is permitted. Projects which only partially achieve these standards will be permitted a correspondingly lower density.
- 2) Pursuant to LDR Section 4.4.6(l)(2), it is acknowledged that some of the above referenced standards may not be entirely applicable to small, infill type residential projects. For those types of projects, the ultimate density should be based upon the attainment of those standards, which are applicable, as well as the development's ability to meet or exceed other minimum code requirements.

The performance standards are as follows:

*(a) The traffic circulation system is designed to control speed and reduce volumes on the interior and exterior street network. This can be accomplished through the use of traffic calming devices; street networks consisting of loops and short segments; multiple entrances and exits into the development; and similar measures that are intended to minimize through traffic and keep speeds within the development at or below 20 m.p.h.*

All of the 14 duplex units have been oriented to front on SW 13th Avenue, while the 11 single-family units have been oriented to front on SW 12th Avenue; the 3-story senior housing building is fronting both Auburn Avenue and the proposed internal street system; and the six 3-story rental apartment buildings have been oriented to front the proposed internal street system. To reduce speed and increase the element of safety, various speed humps have been strategically located and depicted on the site plan along the interior street system. However, raised paver cross-walks, instead of speed humps, should be provided at choke points to slow traffic throughout the various parking lots, and chicanes should be



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used along the perimeter road on the south side of Phase II to slow traffic along the three block 'straight-away, and thus, this is attached as a condition of approval. Based on the above and provided that this condition of approval is addressed, the proposed traffic calming measure should be an adequate means to control speed in both directions along the looped interior street system and the proposed development complies with this performance standard.

***(b) Buildings are placed throughout the development in a manner that reduces the overall massing, and provides a feeling of open space.***

The proposal involves the development of eighty four (84) senior housing apartment units in a 3-story high building; 144 rental apartments within six 3-story high buildings; fourteen (14) duplex residential units; and eleven (11) single-family units. Despite the un-usual "L" shape configuration of the property, the six rental apartment buildings have been placed on the site in a manner that maximizes the view of the proposed streetscape, pedestrian walkways, recreation area and the centrally located open space areas (dry retention). The facades of the rental apartment buildings and senior housing building are staggered to provide variation in the front elevations. The duplex and single-family units provide different roof plane changes which add visual interest to their roof lines. This generates a harmonious rhythm to the buildings and provides a more visually attractive appearance and streetscape. These features will help lessen the potential perception of massing of the development. Thus, the proposed development complies with this performance standard.

***(c) Where immediately adjacent to residential zoning districts having a lower density, building setbacks and landscape materials along those adjacent property lines are increased beyond the required minimums in order to provide a meaningful buffer to those lower density areas. Building setbacks are increased by at least 25% of the required minimum; at least one tree per 30 linear feet (or fraction thereof) is provided; trees exceed the required height at time of planting by 25% or more; and a hedge, wall or fence is provided as a visual buffer between the properties.***

The surrounding residential zoning to the north is the same as the subject property, RM (Multiple Family Residential – Medium Density). However, the adjacent property located south of the proposed multi-family area on the east side of the property is zoned R-1-A. (Single-family Residential). Therefore, the setback along this area of the property must be increased by at least 25% of the required minimum. The required side interior setback along the south property line in this area is 15', while 44' has been provided, which exceeds the requirement. Additionally a hedge, fence or wall is also required to meet this performance standard. As noted in the CPTED review, later in this report, the applicant has agreed to provide heavy gauge aluminum picket perimeter fencing around Phases I and II, and, this has been attached as a condition of approval. A typical fence detail also needs to be provided with the site plan submittal and this is also attached as a condition of approval. The applicant has also increased and enhanced the landscaping required along this portion of the property line to provide a meaningful separation between the Single-family Residential (R-1-A) zoning district and the proposed development; this landscape buffer includes Gumbo Limbo trees planted 30 feet on center. Thus, the proposed development complies with this performance standard.

***(d) The development offers a varied streetscape and building design. For example, setbacks are staggered and offset, with varying roof heights (for multi-family buildings, the planes of the facades are offset to add interest and distinguish***



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***individual units). Building elevations incorporate diversity in window and door shapes and locations; features such as balconies, arches, porches, courtyards; and design elements such as shutters, window mullions, quoins, decorative tiles, etc.***

The proposed streetscape incorporates offsets as well as variations in the rooflines for all the buildings. The rooflines are a combination of gable and hip roofs. Diversity among the windows will be accomplished with the provision of three (3) different windows shapes for the senior housing building, the rental apartment buildings, and the duplex and single-family units. The front elevations of the multi-family buildings contain the entries to the apartments. The front elevations for the duplex and single-family structures provide the main entry to the individual units with alternating designs and neo-traditional porch areas facing the right-of-way. The garages and driveways in all cases are provided to the rear of the housing units and are accessed from the proposed alleyway.

The senior housing building (Phase I) will feature stone veneer; a decorative dormer; hardy-plank siding along portions of the third floor; vinyl shutters (cream and brown); decorative wall mounted fixtures; balconies with metal railing (painted cream and brown); and aluminum French doors. It will also have a stucco veneer finish

The architectural elevations for the multiple-family buildings of Phase II include many features and architectural design elements, such as: architectural composition shingles and clay tile for the hip and gable roofs; French doors; decorative stucco column base and capitals; decorative wall mounted fixtures; decorative brackets and outriggers; decorative medallions and brackets; stucco banding and stucco sills for the windows; dormers; and metal railing for the stairs and balconies. These building will have a stucco veneer finish with a light texture color (orange and yellow), blue decorative shutters and white painted hardy-planks along the first floor.

Single-family and duplex units will feature a light stucco texture finish, architectural composition shingles, decorative wall mounted fixtures, decorative brackets, and decorative shutters. All eleven of the single-family units feature a one-story roof line, while the fourteen duplex units feature a two-story roof line,

The proposed Neo-Traditional/New Urbanism architectural style—small lots with front facing porches near the street curb, human scale and pedestrian oriented—creates a fresh and distinct alternative to traditional residential real estate development patterns. In summary, the proposed architectural style for the Village Square project with three different colors (white, light yellow and orange) helps to distinguish individual single-family and duplex homes from the rental units and senior building, while creating the varied and visually attractive streetscape and building design required by this performance standard.

***(e) A number of different unit types, sizes and floor plans are available within the development in order to accommodate households of various ages and sizes. Multi-family housing will at a minimum have a mix of one, two and three bedroom units with varying floor plans. Single-family housing (attached and detached) will at a minimum offer a mix of three and four bedroom units with varying floor plans.***

The project provides one and two-bedroom senior rental apartments, one, two, three, and four-bedroom regular rental apartments, three bedroom duplex units and three-bedroom single-family units with one and two car garages. Variety has been provided in terms of the size of the units and different floor plans to accommodate households of various sizes and



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ages. Income level in the Southwest Neighborhood Redevelopment Area does indicate a high demand of senior housing with one bedroom, and thus, such type of unit is being provided. Based upon the above, this standard has been accommodated.

***(f) The development is designed to preserve and enhance existing natural areas and/or water bodies. Where no such areas exist, new areas, which provide open space and native habitat, are created and incorporated into the project.***

This is a redevelopment project. Since the site has already been disturbed, no natural areas exist on site to be preserved. However, the proposed development will provide a common open space area for native habitat through the introduction of multiple purpose play fields (dry retention) for football and soccer practice. Based upon the above, this standard has been accommodated.

***(g) The project provides a convenient and extensive bicycle/pedestrian network, and access to available transit.***

The development provides a walkway pedestrian system that links each unit to the public sidewalk system and the available mass transit system. This performance standard has been met.

Based on the above, positive findings can be made with respect to all seven (7) performance standards of the RM zoning district to support the proposed density of 13.91 units per acre.

**WORKFORCE HOUSING STANDARDS FOR DENSITY INCREASE:**

**LDR Section 4.7.3 – Provision of Workforce Housing Units:** Developers will be allowed additional density or height in exchange for providing workforce housing units, subject to the limits and requirements of this chapter. Developers will be allowed additional density, beyond the base number allowed per existing Land Development Regulations after performance standards have been met. Developers will be allowed additional height under section 4.3.4(J)(4) beyond 48' after the height requirements of Section 4.3.4(J)(4)(b) have been met.

- a. Developers may earn bonus units by building housing for very low, low or moderate income families within the designated boundaries of the Overlay Districts and Infill Workforce Housing Area or other appropriately zoned areas of the City described in this article.
- b. All development shall meet the requirements for units as specified in this chapter and meet all required Land Development Regulations.
- c. Workforce units shall include those units in a development, which are regulated in terms of:
  - i. Sales price or rent levels; and
  - ii. Marketing and initial occupancy; and
  - iii. Continued requirements pertaining to resale or rent increases.

Section 4.7.4 **DENSITY BONUS PROGRAM FOR THE SOUTHWEST NEIGHBORHOOD OVERLAY DISTRICT, THE CARVER ESTATES OVERLAY DISTRICT AND THE INFILL WORKFORCE HOUSING AREA**



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Developers of property in the Southwest Neighborhood Overlay District, the Carver Estates Overlay District and the Infill Workforce Housing Area, that meet the minimum standards will earn bonus units for building workforce housing for very low, low and moderate income families.

d. The bonus allowances are set forth in Table 1 below.

| TABLE 1 DENSITY BONUS ALLOCATIONS IN THE<br>SOUTHWEST NEIGHBORHOOD OVERLAY DISTRICT, THE INFILL<br>WORKFORCE HOUSING AREA AND THE CARVER ESTATES OVERLAY<br>DISTRICT |   |
|--|---|
| OPTION SALE / RENT   | NUMBER OF BONUS UNITS PER<br>WORKFORCE UNIT PROVIDED                            |
| VERY LOW 60%   | 4   |
| LOW 80% - 61 %   | 3   |
| MODERATE 120% -81 %  | 2   |
| <b>LARGE HOME OPTION</b>   |   |
| 4+ bedroom workforce housing<br>units  | Additional 0.5 bonus will be added to<br>the bonus provided above in this chart |

- e. Instead of or in addition to providing workforce housing units, developers may also accrue bonus units by contributing to the Delray Beach Community Land Trust that will be utilized to subsidize workforce housing in the City of Delray Beach. Developers may earn one bonus unit for each payment of a sum equal to \$60,000, payable to the Delray Beach Community Land Trust.
- f. Also, instead of or in addition to providing workforce housing units, developers shall earn bonus units by donating land (buildable lots) in the City Delray Beach to be used for workforce housing. The appraised value of donated land will be valued in accordance with subsection e. above and may be prorated. The appraisal shall be obtained by developer at developer's cost.
- g. The maximum total density of a development in the Southwest Neighborhood Overlay District and the Carver Estates Overlay District shall not exceed 24 units per acre. The maximum total density of a development in the Infill Workforce Housing Area shall not exceed 18 units per acre. All other Workforce Housing Area densities shall be limited to the maximum allowed in the zoning district and as set forth elsewhere in the Land Development Regulations.

There are 253 dwelling units proposed within the subject property (18.18 acres). This equates to an overall density of 13.91 dwelling units per acre (253 units / 18.18 acres = 13.91 du/ac). The base density allowed is 12 du/ac which equates to a total of 218 residential units (18.18 acres x 12 du/ac = 218 units). The applicant is requesting an increase of 35 units above the two hundred and eighteen units allowed (253 - 218 = 35 units). To support the increased density, eighteen (18) moderate income workforce housing units are needed (35 units / 2 bonus per workforce unit provided = 18). The applicant has indicated that out of the 253 total residential



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units in the project, two hundred twenty eight units (all of Phase I senior housing and Phase II rental apartments) will be workforce housing for low to moderate income families. Pursuant to the City's Workforce Housing Ordinance, 18 of these units must comply with the regulations of Section 4.7 and remain affordable for a period of no less than 40 years. A condition of approval is attached that the either the location of the 18 workforce housing units be clearly depicted within each building on the site plan or that the workforce housing covenant [LDR Section 4.7.6(a)] include a provision that complies with Section 4.7.9(o) and conveys authority to the City of Delray Beach to monitor rental of the workforce units. Based upon the above, an increase in density to 13.91 units per acre can be granted.

### **Workforce Housing General Provisions**

#### **Maximum One Bedroom Units:**

Pursuant to LDR Section 4.7.9(i), the total number of one-bedroom units in any qualifying project shall not exceed 30% of the total number of units in the project, including both family/workforce units and market rate units. The development proposal consists of 48 one-bedroom units or 18.97% of the 253 total units, and thus, this LDR requirement has been met.

#### **Covenants Enforcement:**

Pursuant to LDR Section 4.7.9(g), the City of Delray Beach, its successors and assigns may enforce the covenants relating to the workforce units. No amendments to the covenants shall be made unless by written instrument approved by the City; this is attached as a condition of approval.

#### **Review and Approval Process:**

Pursuant to LDR Section 4.7.10(a), final conditions of approval shall specify that the restricted units are priced and/or rented at workforce housing levels and shall state that those units shall be rented and/or sold to the eligible income group. The conditions will also specify the requirements for reporting to the City's Community Improvement Department on buyer/renter eligibility, housing prices, as well as any applicable requirement to record a covenant or to enforce resale restrictions. A condition of approval is attached that requires the coordination of the Community Improvement Department on renter eligibility for the workforce units.

### **LDR SECTION 2.4.5(E) - REQUIRED FINDINGS:**

Pursuant to LDR Section 2.4.5(E) (5), in addition to provisions of Chapter 3, the City Commission must make findings that establishing the conditional use will not:

- A. Have a significantly detrimental effect upon the stability of the neighborhood within which it will be located;**
- B. Nor that it will hinder development or redevelopment of nearby properties.**

The subject property is bordered on the north and east by RM (Multiple Family Residential) zoning district and OSR (Open Space Recreational) respectively; to the south partially by R-1-A (Single-family Residential) and Industrial zoning (I), and to the west by LI (Light Industrial). The adjacent land uses include: Village at Delray multiple family residential development to the north; single-family residential to the south; multiple family structures and the Delray Beach



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Memorial Cemetery to the east; and a vacant lot to the west. The proposed residential development will be compatible with the single and multiple family development pattern that prevails in the neighborhood. The additional residents should improve the stability of the neighborhood by increasing the number of "eyes" in the neighborhood. The development activity should have a positive effect on redevelopment of neighboring properties. Based upon the above, positive findings can be made with respect to LDR Section 2.4.5(E)(5) for the conditional use request to increase the density to 13.91 dwelling units per acre in accordance with the City's Workforce Housing program.

**COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS:**

In conjunction with the Conditional Use request, a site plan was submitted which staff has reviewed. It is noted that the conceptual plan is insufficient to conduct a complete analysis of the Land Development Regulations. If the Conditional Use is approved, a full site plan submittal complying with LDR Section 2.4.3 will be required. Based upon staff's review of the sketch site plan and site inspections, the following analysis is provided.

**Southwest Neighborhood Overlay District Development Standards:**

Pursuant to LDR Section 4.4.6(F)(3)(a), within the Carver Estates Overlay District, the following development standards apply to duplex and multi-family development (non townhouse buildings) which are being developed pursuant to the Family/Workforce Housing Ordinance:

|  | Standard                                 | Provided |     |
|--|--|----------|-----|
| Minimum Building Setbacks<br>(perimeter) | Front (Auburn Avenue)                    | 15'0"    | 45' |
|  | Side Street (SW 13 <sup>th</sup> Avenue) | 15'0"    | 25' |
|  | Side Street (SW 12 <sup>th</sup> Avenue) | 15'0"    | 25' |
|  | Side Street (SW 10 <sup>th</sup> Street) | 15'0"    | 15' |
|  | Side Street (SW 8 <sup>th</sup> Street)  | 15'0"    | 15' |
|  | Side Interior (south property line)      | 15'0"    | 44' |
|  | Side Interior (north property line)      | 15'0"    | 75' |
|  | Rear (east property line)                | 10'0"    | 78' |

As shown in the above table, the proposed development meets or exceeds the perimeter setback requirements for all multi-family and duplex buildings. However, it is noted that all required and provided setbacks need to be included as part of the site data table and also clearly labeled and depicted on the site plan, and thus, this is attached as a condition of approval.

**LDR Section 4.3.4(K) Development Standards Matrix:**

Table - 1 below indicates that the proposal complies with LDR Section 4.3.4(K) as it pertains to multi-family units within the RM zoning district. It is noted that the required and provided percentage figure of lot coverage (LDR 40% maximum required) and open space percentage (LDR 25% minimum required) per Phase needs to be included as part of the site data table, and thus, this is attached as a condition of approval.



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**Table - 1  
 Multi-Family Units**

|                      | Standard           | Provided           |
|----------------------|--------------------|--------------------|
| Minimum Floor Area   | Efficiency Unit    | 400 sq. ft.        |
|                      | One Bedroom Unit   | 600 sq.ft.         |
|                      | Two Bedroom Unit   | 900 sq.ft.         |
|                      | Three Bedroom Unit | 1,250 sq. ft.      |
|                      | Four Bedroom Unit  | 1,500 sq. ft.      |
| Maximum lot coverage |                    | 40%                |
| Minimum Open Space   |                    | 25%                |
|                      |                    | none               |
|                      |                    | 710-750 sq. ft.    |
|                      |                    | 910-938 sq. ft.    |
|                      |                    | 1,267-1363 sq. ft. |
|                      |                    | 1,502sq.ft.        |
|                      |                    | **                 |
|                      |                    | **                 |

**Table - 2  
 Single-Family Units**

| Single-family | Min. Lot Size (sq. ft.) | Min. Lot Width (ft.) | Min. Lot Depth (ft.) | Min. Floor Area (sq. ft.) | Min. Lot Frontage (ft.) | Min. Open Space (%) | Min. Front Setback (ft.) | Min. Side Interior Setbacks (ft.) | Min. Side Street (ft.) | Min. Rear Setback (ft.) | Max. Building Height (ft.) |
|---------------|-------------------------|----------------------|----------------------|---------------------------|-------------------------|---------------------|--------------------------|-----------------------------------|------------------------|-------------------------|----------------------------|
| Required      | 7,500                   | 60/80                | 100                  | 1,500                     | 60/80                   | 25%                 | 25                       | 7.5                               | 15                     | 10                      | 35                         |
| Provided      | 6,192*                  | 62-69*               | 101                  | 1,880                     | 62-69*                  | **                  | 25                       | 7.5                               | 15                     | 18                      | 15                         |

Table - 2 above indicates that the proposal complies with LDR Section 4.3.4(K) as it pertains to the Single-family units within the RM zoning district (subject to R-1-A requirements), except for the minimum lot size for lots #1 through #11 which have a lot size ranging from 6,192 to 6,789 sq. ft., while a minimum of 7,500 sq. ft is required; and minimum lot width for the corner lots #1 and #11 which are 62' and 69' wide respectively, while 80' is required, The applicant has requested a waiver to these LDR requirements and the waiver analysis is presented later in this staff report.

**Table - 3  
 Duplex Units**

| Duplex   | Min. Lot Size (sq. ft.) | Min. Lot Width (ft.) | Min. Lot Depth (ft.) | Min. Floor Area (sq. ft.) | Min. Lot Frontage (ft.) | Min. Open Space (%) | Min. Front Setback (ft.) | Min. Side Interior Setbacks (ft.) | Min. Side Street (ft.) | Min. Rear Setback (ft.) | Max. Building Height (ft.) |
|----------|-------------------------|----------------------|----------------------|---------------------------|-------------------------|---------------------|--------------------------|-----------------------------------|------------------------|-------------------------|----------------------------|
| Required | 8,000                   | 60                   | 100                  | 1,500                     | 60                      | 25%                 | 25                       | 15                                | 15                     | 25                      | 35                         |
| Provided | 8,885                   | 93-95                | 92-95*               | 2,268                     | 93-95                   | **                  | 25                       | 15                                | 25                     | 25                      | 22                         |

Table - 3 above indicates that the proposal complies with LDR Section 4.3.4(K) as it pertains to the duplex units within the RM zoning district, except for the minimum lot depth for lots #12 to #18, which range from 92' to 95', while 100' is required. The applicant has requested a waiver to this LDR requirement and the waiver analysis is presented later on this staff report.



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**Waiver Analysis:**

Pursuant to LDR Section 2.4.7(B) (5), prior to granting a waiver, the approving body shall make a finding that the granting of the waiver:

- (a) Shall not adversely affect the neighboring area;
- (b) Shall not significantly diminish the provision of public facilities;
- (c) Shall not create an unsafe situation; and
- (d) Does not result in the grant of a special privilege in that the same waiver would be granted under similar circumstances on other property for another applicant or owner.

The applicant is requesting a waiver to LDR Section 4.3.4(K) to:

1. Reduce the minimum lot size for single-family lots from the required 7,500 sq. ft for:

Lot #1 to 6,365.85 sq. ft.  
Lot #2 to 6,401.74 sq. ft.  
Lot #3 to 6,391.41 sq. ft.  
Lot #4 to 6,384.60 sq. ft.  
Lot #5 to 6,377.74 sq. ft.  
Lot #6 to 6,294.73 sq. ft.  
Lot #7 to 6,211.54 sq. ft.  
Lot #8 to 6,204.80 sq. ft.  
Lot #9 to 6,195.62 sq. ft.  
Lot #10 to 6,192.36 sq. ft.  
Lot #11 to 6,789.53 sq. ft.

2. Reduce the minimum lot width for the single-family corner lots from the required 80 feet for:

Lot #1 to 62 ft.  
Lot #11 to 69 ft.

3. Reduce the minimum lot depth for the duplex lots from the required 100 feet for:

Lot #12 to 93.96 ft.  
Lot #13 to 93.79 ft.  
Lot #14 to 93.61 ft.  
Lot #15 to 93.45 ft.  
Lot #16 to 95.34 ft.  
Lot #17 to 93.34 ft.  
Lot #18 to 92.97 ft.

The applicant has provided the following justification for the waiver requests:

*"We request three waivers of LDR Section 4.3.4(K) for lot depth, lot width and lot size as it relates to Phase III based upon the following:*

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1. *Our lot depths range from 92 to 95 feet on the duplex lots, so we are not very far below the requirement of 100 feet;*
2. *Even though the duplex lots are less than 100 feet deep, they exceed the minimum lot size;*
3. *The property is less than 200 feet wide between SW 12th and 13th Avenues. Therefore, we cannot fit lots back to back and meet the 100 foot minimum;*
4. *As part of the recording of the FranzlDelklKinnaird plat, there was a dedication of 10' for SW 8th Street and 5' for SW 13th Avenue. This reduced the overall block size that causes these lots not to meet the current minimum standards;*
5. *On all of the other residential streets in the area, there is the same type of arrangement, with house lots back to back and an alley in-between. Therefore, it is typical for the lots in the neighborhood to be less than 100 feet deep. Our lots are typical of the current lots in the neighborhood and will blend nicely with the other for-sale houses; and*
6. *These houses are being sold at market prices. Therefore, we are trying to offer as many as possible to reflect that this is truly a mixed-use development".*

Pursuant to LDR Section 4.3.1(D), lots or yards created after October 1, 1990 shall meet the minimum requirements established by Chapter 4, unless the City Commission declares at the time of approval of an associated development application, that it is necessary and appropriate to create such nonconformity. Although this portion of the subject property could be developed with multi-family units in the RM zoning district, the applicant felt that single-family and duplex units were more compatible with the single-family neighborhood to the east. In an attempt to meet LDR Section 4.3.4(K), the applicant reduced the total number of single-family units initially proposed from 17 to 11 units. It is noted that as part of the recording of the Franzl-Delkl-Kinnaird plat, an additional 10' r-o-w for SW 8<sup>th</sup> Street and 5' for SW 13<sup>th</sup> Avenue were dedicated. The r-o-w dedication reduced the overall size of the subject property, and thus, limits the ability of the applicant to design the lots for the single-family and duplex units in a manner that meets both the lot depth, lot size, and lot width required by the LDRs and also provide a private alley that allows driveway garage access to the rear of the residential units. The proposed design is typical of the "New Urbanism" architectural style: small lots with front facing porches near the street curb, human in scale and pedestrian oriented, creating a fresh and distinct alternative to traditional residential real estate development patterns.

The block across the street from the proposed single-family lots on SW 13<sup>th</sup> Street is also zoned for multiple-family development. It contains two single-family homes, four duplexes and one quadruplex. Just to the east of this block is a single-family neighborhood containing lots between 55 and 65 feet in width with an average lot size of approximately 6,000 square feet. Since the proposed single-family lots are consistent with this adjacent development pattern, the requested reductions will not have an impact on the neighboring area.

Lot depths proposed for the duplex lots in Phase III (lots #12 through to lot #18) range from 92 to 95 feet. It is noted that even though these lots are less than 100 feet deep, they exceed the 7,500 sq. ft, minimum lot size required. In addition, the subject property is less than 200 feet wide between SW 12<sup>th</sup> Avenue and 13<sup>th</sup> Avenue and it is impossible to fit lots back to back and still meet the 100 foot minimum lot depth. Since the property west of the proposed duplex lots is zoned Light Industrial, the proposed reduction in the depth of these lots will not have an impact on the neighboring area.



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Since public facilities are available to service all the proposed development in the project, the waiver will not have an impact on the provision of those facilities and lot size and dimension do not impact safety when the minimum setbacks are met. Other requests to create similar nonconformities under unique circumstances have been previously approved. The "Fryinger properties" located at the southeast corner of S.E. 5th Street and S.E. 4th Avenue (Lots 7 & 8, Block #4, Plat of Osceola Park) consisted of two reconfigured lots that were both approved with nonconforming frontage, width, depth and size. Based upon the above, the waiver request will not adversely affect the neighboring area, diminish the provision of public facilities, or create an unsafe situation. This waiver would also be supported under similar circumstances and thus will not result in granting a special privilege. Thus, positive findings can be made with respect to LDR Section 2.4.7(B)(5).

**Recreational Amenities:**

Pursuant to LDR Section 4.4.6(H)(3), recreational areas shall be required for all new rental apartment developments; and owner-occupied developments, which have homeowner associations that must care for retention areas, private streets, or common areas. New developments must include recreational features that are designed to accommodate activities for children and youth of all age ranges. Tot lots are appropriate for toddlers; features such as a basketball courts, volleyball courts, and open playfields are appropriate for older children. A pool and clubhouse, by itself, unless specifically designed for children, is not considered to meet this requirement. Projects having fewer than 25 units may be exempted from this standard, where it is determined by the approving body that it is not practical or feasible to comply.

The Southwest Area Neighborhood Redevelopment Plan calls for the implementation of recreational facilities throughout the area where it is appropriate. The project is located in an urban environment approximately 70 yards south of Catherine Strong Park and approximately a mile south of Pompey Park. Recreational opportunities for older children such as the community center and tennis center are located approximately a mile away from the proposed development. The proposal includes a general clubhouse for the development that will feature a fitness center, media center, business center, arts and craft room, a great multiple purpose room with a large kitchen area, a beauty salon, swimming pool, and BBQ gazebo area. A kid's zone, with a playground and tot lot area, appropriate for toddlers, should also be provided, and thus, this is being attached as a condition of approval. Further, the proposed pool shall include a pool shower and pool furniture, and thus, this is also attached as a condition of approval. The senior housing area features a swimming pool and a putting green and includes a clubhouse located within the senior building which has the same amenities as the general clubhouse.

It is also noted that the development includes a volley ball court and open field recreational areas which are centrally located to provide a gathering place for the residents to interact socially. These open fields, which are dry retention areas for the project, are also necessary to provide adequate recreational opportunities for the residents, such as a soccer and/or football training field. Sport activities are imperative to keep young adolescents and teenagers away from drugs, vandalism, and criminal behavior. These multi-purpose open field areas will be the core of the development, making it more visually attractive with a sense of community living, and will facilitate control and supervision of parents over the teenage population. Community safety will be increased with the "eyes on the street" concept as a result of the centralized location of these areas. However, it is noted that the slopes into the retention areas may be too steep to access the area safely. This will be evaluated during the Site Plan Review process. If the slopes need to be reduced, an exfiltration system may be necessary to achieve adequate drainage capacity.



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It is also noted that passive recreation areas (street benches and pedestrian paths) are being proposed and a large portion of the site will be landscaped/open space. Additional passive recreational walkways with street benches, water fountains, and trash receptacles should be provided along the open field areas, and thus this is attached as a condition of approval. Based upon the above, compliance with this code requirement has been achieved. These items are not currently shown on the plans and are attached as a conditions of approval.

#### **Parking Requirements:**

Pursuant to LDR Section 4.6.9(C)(2)(c), multiple family one bedroom units shall provide 1.5 spaces per unit; two or more bedroom dwelling units shall provide two (2) spaces per unit; and guest parking shall be provided at a rate of one-half (0.5) a space per dwelling unit up to the first 20 units, 0.3 spaces per unit for units 21-50, and 0.2 spaces per unit for units 51 and above.

Pursuant to LDR Section 4.6.9(C)(2)(a) and (b), single-family detached residences and duplexes shall provide two parking spaces per dwelling unit. Within single-family units and duplex units, driveways may be used for guest parking, provided that such parking does not result in the space for one unit impeding access to a space of the other.

Based on the above, the two hundred twenty eight (228) multiple-family units are required to provide one hundred and seventy three (173) parking spaces for Phase I; and three hundred twenty three (323) parking spaces for Phase II, for a total of 496 parking spaces. Similarly, 28 parking spaces are required for the single-family units and 35 parking spaces for the duplexes units of Phase III. This equates to a grand total 559 parking spaces required.

One hundred and one (101) resident and guest parking spaces are being provided for Phase-I while 173 spaces are required. This equates to a deficit of 72 parking spaces. The applicant is requesting a "*Special Action Parking Reduction*" pursuant to LDR Section 4.6.9(F)(1), which allows a parking reduction upon acceptance of special documentation that demonstrates a reduced number of parking spaces will accommodate a specific use. Details of this request are discussed below.

Three hundred and twenty-nine (329) residents and guest parking spaces are provided for Phase II (six 3-story rental apartment buildings) while 323 spaces are required, and thus there is no concern with respect to parking for Phase II. However, it is noted that pursuant to LDR Section 4.6.16(H)(3)(i), landscape islands which contain a minimum of seventy-five (75) square feet of plantable area, with a minimum dimension of five (5) feet, exclusive of the required curb, shall be placed at intervals of no less than one landscaped island for every ten (10) parking spaces. The portion of parking area located between Buildings #1 and #2 must be revised to comply with this LDR requirement, and thus, this is attached as condition of approval. In addition, the applicant shall revise the site data table provided to reflect the total number of parking spaces and the guest parking spaces provided for Phase II, and thus, this is attached as a condition of approval.

For Phase III, twenty two (22) parking spaces are provided within 11 two-car garages for the single-family homes, and 22 guest parking spaces are provided in the driveways in front of the garages (two guest spaces per family unit). In addition twenty eight (28) parking spaces are provided within the 14 one-car garages and driveways for the duplex units. However, no additional guest parking is available. Seven (7) guest parking spaces shall be provided within that portion of the site designated for Phase III which contains the duplex residential units, and thus, this is attached as a condition of approval.



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### Special Action Request:

Pursuant to LDR Section 4.6.9(F)(1), when, upon receipt and acceptance of special documentation, it is conclusively demonstrated that a reduced number of parking spaces will accommodate a specific use, the body which acts on the attendant site plan may reduce the parking requirements accordingly.

One hundred and one (101) resident and guest parking spaces are being provided for Phase-I while 173 spaces are required. This equates to a deficit of 72 parking spaces. The applicant has submitted a letter dated June 14, 2011 as the "special documentation" to justify the reduced number of parking spaces. The following is an abstract of that letter:

*"Pursuant to LDR Section 4.6.9(C)(2)(c), the Planning and Zoning Department has determined that Village Square is required to have 173 parking spaces in Phase I. We have provided 101 parking spaces and request a waiver of the parking requirement based upon the following facts:*

1. *Phase I of Village Square has 84 rental units, of which 42 are one-bedroom units and 42 are two-bedroom units;*
2. *Phase I of Village Square will be deed restricted to allow units to be rented to and occupied by ONLY senior (55+) households;*
3. *Phase I of Village Square will be deed restricted to allow units to be rented to and occupied by ONLY senior (55+) households that earn 60% or less of area median income. Therefore, all of the units in Phase I are considered low-income affordable rental housing units;*
4. *In a study of Senior Housing Parking Demand the author concludes that the peak parking demand for senior housing units is 0.404 spaces per unit. This covers parking for residents, employees and visitors. Applied to Phase I of Village Square, the study would conclude that we need 34 parking space;*
5. *A Multi-Family Residential Parking Study, which examined the amount of parking that should be required for rental units in affordable housing developments. The author concludes that, for one-bedroom affordable rental units, one parking space is required per unit and, for two-bedroom affordable rental units, 1.25 parking spaces are required per unit. Applied to Phase I of Village Square, the study would conclude that we need 95 parking spaces;*
6. *Letters from two syndicators that invest in affordable housing developments nationwide. Both investors have reviewed the projections and unit mix for Phase I and independently concluded that they would require no more than one space per unit. Applied to Phase I of Village Square, the investors have each concluded that we need 84 parking spaces;*
7. *The parking requirements in the Land Development Codes of four other Florida municipalities. For senior housing, Miami-Dade County, Coral Springs and Palatka each require one space per unit. Jacksonville requires one space per every two units. Therefore, they would require at least 42 but no more than 84 parking spaces for Phase I of Village Square."*

The applicant is basing the special action parking reduction request on the findings of two important studies:

- 1) The Senior Housing Trip Generation and Parking Characteristics Study prepared for the Institute of Transportation Engineers and presented at the 66<sup>th</sup> Annual Meeting of the



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Institute of Transportation Engineer (ITE), Parking Generation Manual. The finding of this study are that:

- The peak parking demand at most senior facilities occurred mid-day with an average peak demand of 0.40 vehicles per dwelling unit for residents, employees, and visitors. Mother's Day is the highest parking day of the year with many facilities short of spaces for that one day.
  - Senior housing generates two-thirds the amount of traffic compared to a typical single-family development.
  - Daily trip generation rates for affordable senior housing were found to be 4.52 to 5.64 trip ends a day for senior housing developments as compare to seven trips ends a day for standard residential units.
  - Several factors do affect the trip generation and parking demand in affordable senior housing facilities such as the number of dwelling units, number of bedrooms per unit, average age of residents, resident's affluence, number of employees, and available bus shuttle/chauffeur service.
- 2) The second study presented by the applicant is The City of San Diego Multi-family Residential Parking Study prepared by Katz, Okitsu & Associates for the San Diego Housing Commission. The finding of this study are that:
- In order to determine an appropriate reduction in parking requirements for various housing categories in San Diego, a survey of multi-family housing projects was conducted. These projects were divided into four separate categories: a) market-rate units within 1/4 mile of transit; b) market-rate units not within 1/4 mile of transit; c) affordable units within 1/4 mile of transit; d) **affordable units not within 1/4 mile of a transit area.**
  - For the purposes of the study, "affordable" was defined as any unit that is affordable to any very-low or low income families
  - For the very low and low-income units, the study suggests that parking shall be calculated at a reduced rate of 1.0 space per one-bedroom unit and 1.25 spaces per two-bedroom units.
  - Whereas for the moderate-income senior housing units parking would be calculated at the basic rate of 1.5 spaces per one-bedroom unit and 2.0 spaces per two-bedroom unit.

Hence, the applicant is proposing a ratio of 1.0 parking spaces for one bedroom units and 1.25 parking spaces for two bedroom dwelling units for the Senior Housing building (Phase-1) which have been classified as affordable housing units.

According to the above ratio, 95 parking spaces would be required for this project (42 one bedroom x 1.0 + 42 two bedroom x 1.25= 95). This include parking for both residents and visitors. Under the proposed ratio, the very low and low-income senior housing units within the proposed project would receive a parking reduction for affordability. Phase-I has provided 101 parking spaces which equates to a surplus of six (6) parking spaces if the requested parking reduction is granted.

The applicant appears to have made a sound argument for the reduction of parking based on the above information. Staff supports this reduction based on the conclusions of the two studies presented and on the applicant's analysis and recommends approval of the special action request.



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**Ingress/Egress:**

Pursuant to LDR Section 4.6.9(D)(2), provision for ingress and egress: each required parking space shall be accessible at all times. Access which conforms with minimal aisle standards and which includes maneuvering area so that a vehicle must be able to enter and exit the parking area onto a street or alley in a forward manner shall be provided, except when the street is a private street within a planned development and the street, at the location of the parking, has less than 200 ADT. Relief is being sought for several areas throughout the rental portion (Phase II) of this development.

**Waiver:**

The parking area of Buildings #1, #2, and #3 do not provide an adequate maneuvering area so that a vehicle may be able to enter and exit the parking area in a forward manner. In addition, the proposed street, at the location of the parking, does exceed the 200 ADT threshold in several areas, and thus, a waiver to this LDR requirement is being requested.

The applicant has provided the following justification for the waiver request:

*"Phase II has a total of 329 spaces, so over 57% (188) of the spaces conform to the LDR requirement. Of these 188 spaces, 155 are in pods completely off the access driveway.*

*We are providing an additional 6 parking spaces over and above the total required for this Phase. Building #4 has 24 units, resulting in 168 ADT. Therefore, it falls below the required threshold. Buildings #1, #2 and #3 each have 24 units, thereby generating 504 trips on a cumulative basis. This is over the 200 ADT threshold.*

*By moving the 141 parking spaces to the perimeter road, we were able to offer the following amenities to the residents: two covered pavilions with BBQ grills for resident picnics, two large multi-purpose open play areas, a volleyball court, a tot lot, a gazebo, an oversized clubhouse, a pool and extensive pedestrian/bike paths to link all of the amenities".*

**Waiver Analysis:**

Pursuant to LDR Section 2.4.7(B) (5), prior to granting a waiver, the approving body shall make a finding that the granting of the waiver:

- (e) Shall not adversely affect the neighboring area;
- (f) Shall not significantly diminish the provision of public facilities;
- (g) Shall not create an unsafe situation; and
- (h) Does not result in the grant of a special privilege in that the same waiver would be granted under similar circumstances on other property for another applicant or owner.

It is noted that short parking segments are proposed along Building #1, #2, and #3 which are located along the north property line. Each building has 24 residential units, thereby generating 504 trips on a cumulative basis (168 trips per building) which is over the 200 ADT threshold.



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Since two streets provide access to the buildings, the impact of 504 trips for the street that runs along the north side of Buildings #1, #2, and #3 is somewhat mitigated. The access provided conforms with the minimal aisle standards requirements, and thus, there are no safety concerns. However, compliance with this requirement would require redesign of the development, and in doing so, the elimination of many of the recreation amenities.

It is noted, that the proposed development will provide common open space areas through the introduction of play field areas (dry retention) to practice soccer and/or football, and a volley ball court as well as covered areas for parent observation in the tot-lot area and playground area. Pedestrian walkways are being proposed through the courtyards of the rental buildings and along the open field play areas that eventually connect to the clubhouse and the public sidewalk system along Auburn Avenue. This passive recreation area formed by covered areas for parent observation and pedestrian walkways will be provided with street benches and water-fountains as an additional amenity. The provision of this high quality recreational space is a priority and it would be jeopardized if an alternative parking solution is designed. A balance should be kept between the LDR requirement and the increase in quality of life that will be provided by both the passive and active recreation area formed by the dry retention play field areas. By granting this waiver, a superior product will be achieved for the residents of the proposed development. The granting of this waiver will not create an unsafe situation, significantly diminish the provision of public facilities, or adversely affect the neighboring area. The granting of this waiver will not result in the grant of a special privilege in that the same waiver would be granted under similar circumstances on other property for another applicant or owner. Based on the above, positive findings can be made with respect LDR Section 2.4.7 (B)(5) to support the waiver request.

**Handicapped Accessible Parking:**

Pursuant to LDR Section 4.6.9(C) (1) (b), special parking spaces designed for use by the handicapped shall be provided pursuant to the provisions of Florida Accessibility Code for Building Construction. Accessibility for residential structures is covered by the Federal Fair Housing Act. Pursuant to this act, two percent (2%) of the parking spaces serving the development must be handicapped accessible and accessible visitor spaces should be provided at a rate in accordance with the local code. Based upon the 430 multiple family parking spaces provided, a minimum of nine (9) parking spaces must be handicap accessible. The proposed development has included a total of 16 handicap accessible parking spaces, and thus, this LDR requirement has been met.

**Other Items:**

**Bus Shelter:**

Pursuant to Transportation Element Policy A-1.3: The City endorses the continued operations of the Palm Tran Transit System and its operations in Delray Beach and will coordinate with Palm Tran to improve the system.

Two Palm Tran bus stop shelters with easements shall be provided; one along the east side of Auburn Avenue and one along SW 10<sup>th</sup> Street. Both bus stop shelters and easements are to be depicted on the site plan, landscape plan, and civil engineering plans, and thus, this is attached as a condition of approval. The applicant shall contact the Parking Management Specialist, Scott Aronson at (561) 243-7196 for additional information.



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**Refuse Enclosure:**

Pursuant to LDR Section 4.6.6(C) (1), dumpsters, recycling containers and similar service areas must be enclosed on three sides with vision obscuring gates on the fourth side, unless such areas are not visible from any adjacent public right-of-way. The development proposal includes a trash compactor located on the east side of Building #1 that will serve the regular rental units while the senior housing building will have its own. The trash compactor detail depicting all screened areas, wall, and gate, needs to be provided and thus, this is attached as a condition of approval.

**Stacking Distance:**

Pursuant to LDR Section 4.6.9(D)(3)(c)(2), provisions must be made to provide for 100' of clear stacking in advance of all guardhouses or security gates. A guardhouse is proposed at the main entrance to the senior building parking lot area and a clear stacking distance of 100' has been provided. Thus, this LDR requirement has been met.

**Right-of-Way Dedication:**

Auburn Avenue: Pursuant to LDR Section 5.3.1(D) (2) and Table T-1 of the Transportation Element of the Comprehensive Plan, the ultimate right-of-way width for Auburn Avenue is 50'. The portion of the required r-o-w for Auburn Avenue within the Village Square property will have to be dedicated. Thus, it is attached as a condition of approval that the portion of Auburn Avenue between SW 7<sup>th</sup> Street and SW 8<sup>th</sup> Street including a five foot (5') wide sidewalk easement shall be dedicated and executed as part of the plat for the proposed development.

SW 12<sup>th</sup> Avenue: Pursuant to Table T-1 of the Transportation Element of the Comprehensive Plan, the ultimate right-of-way width for SW 12<sup>th</sup> Avenue is 50'. Pursuant to LDR Section 5.3.1(D)(2), an 80' r-o-w for SW 12<sup>th</sup> Avenue is required, except as otherwise provided in Table T-1 of the Transportation Element of the Comprehensive Plan. The City Engineer and DSMG have reviewed this item and have determined that the current right-of-way width of 50' is sufficient for this section of SW 12<sup>th</sup> Avenue.

SW 8<sup>th</sup> Street: Pursuant to LDR Section 5.3.1(D) (2) and Table T-1 of the Transportation Element of the Comprehensive Plan, the ultimate right-of-way width for SW 8<sup>th</sup> Street is 60' and 50' of right-of-way currently exists. For existing streets, the City Engineer, upon a favorable recommendation from the Development Management Services Group (DSMG), may grant reductions or required dedication in right-of-way width. The City Engineer and DSMG have reviewed the current right-of-way width for this road and have determined that the existing 50' right-of-way is adequate, and thus no additional r-o-w dedication is required. However, a condition of approval is attached to ensure that the current restricted access around most of the block along SW 8<sup>th</sup> Street shall be removed during the re-platting process.

SW 13<sup>th</sup> Avenue: Pursuant to LDR Section 5.3.1 and the Transportation Element of the City's Comprehensive Plan, the ultimate right-of-way width for SW 13<sup>th</sup> Avenue, is 60' and only 45' of right-of-way currently exists. For existing streets, the City Engineer, upon a favorable recommendation from the Development Management Services Group (DSMG), may grant reductions or require dedication in right-of-way width. The City Engineer and DSMG have reviewed the current right-of-way width for this road and have determined that a 50-foot r-o-w will be sufficient and that since a 5-foot dedication has already been made on the east side of SW 13<sup>th</sup> Avenue via plat (Franz/Delk/Kinnaird Plat, Plat Book 63, pg 93, recorded August 1989), an additional 5-foot dedication is not required. It is noted that an additional 5' r-o-w dedication



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will be required from the property owner of the site located to the west of SW 13<sup>th</sup> Avenue with any future site plan modification project submitted.

SW 10<sup>th</sup> Street: Pursuant to LDR Section 5.3.1 and the Transportation Element of the City's Comprehensive Plan, the ultimate right-of-way width for SW 10<sup>th</sup> Street, is 80' and 100' of right-of-way currently exists. For existing streets, the City Engineer, upon a favorable recommendation from the Development Management Services Group (DSMG), may grant reductions or require dedication in right-of-way width. The City Engineer and DSMG have reviewed the current right-of-way width and have determined that a r-o-w of 100' would be retained for this section of SW 10<sup>th</sup> Street. Thus dedication of r-o-w is not required along this road.

Auburn Avenue Left Turn Lane: an inbound left-turn lane is required along Auburn Avenue and it is attached as a condition of approval. The City is unable to include the required turn lane as part of the City's Auburn Avenue Improvement Project, since this project has already been awarded and it is now too late. During the design process, it would have been possible to discuss this option.

#### **Lighting:**

Pursuant to LDR 4.6.8 (Lighting), site lighting must be provided. A site lighting and photometric plan has been provided to ensure compliance with LDR Section 4.6.8. One hundred and twenty nine (129) luminaries have been provided along the interior street system, multi-family parking lots, and the west side of SW 12<sup>th</sup> Avenue, east side of SW 13<sup>th</sup> Avenue and east side of Auburn Avenue. Additional wall mounted fixtures are depicted on the porches and driveways of the duplex and single-family units as well as the multi-family buildings. Details of the wall-mounted light fixtures have been provided, and thus, this LDR requirement has been met.

#### **Crime Prevention Through Environmental Design (CPTED) Technical Comments:**

*Safety and Security:* Research of crime statistics for the area consisting of the area where Phase II of the proposed project will be located, indicates that there were over (58) police 'calls for service' per month for October, November, and December of 2004. Totals statistics for October-December 2004: Carver Estates-175 calls District Two-5,115 call, and City Wide-13,083

Further research indicates that police overtime expenditures for Carver Estate was excessive during the period just before it closed. Crime rates made it necessary for the Police Department to add an off-duty detail to patrol Carver Estate's 2.5 blocks. These two officers were over and above the two regular assigned officers who covered the same beat which encompassed Carver Estates. The detail did assign two police officers for the development seven days a week for 5 to 6 hours. Overtime expenditures from October thru December 2004 were as follows:

- District Two-\$113,265;
- Total Patrol-\$282,867
- Carver Estates Detail-\$24,575.

It is noted that Carver Estates Detail overtime was nearly 20% of the total overtime for District Two, and 10% of total Patrol Division overtime for the same period. To the north of the proposed project is the 'Village at Delray' residential development which was recently granted a Certificate



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of Occupancy. Concerns about crime are not limited to Carver Estate alone. It extends to the whole neighborhood area. Preventing crime in the Village at Delray residential development to the north was a major concern for the City of Delray Beach in 2009. All throughout the design process for the Village at Delray project, CPTED practitioners outlined (10) CPTED based strategies which needed to be implemented inside the development, and the City Commission mandated all of them as conditions for final approval in response to safety concerns.

Because the Delray Beach Housing Authority does not envision building a project that mimics Carver Estates, it is imperative that all three proposed phases of development incorporate CPTED strategies similar to those used in the Village at Delray development. In doing so, the proposed Village Square residential development will become a catalyst for change in a neighborhood with a well documented history of drug related crime and violence. The CPTED technical comments are embedded within five basic concepts:

1. Natural Surveillance;
2. Territorial Reinforcement;
3. Natural Access Control;
4. Lighting; and
5. Landscaping

Natural Surveillance: the functionality of a site plan design should always be evaluated using crime prevention indicators to see if the design, itself, will make residents susceptible to crime. The proposed 'open areas' design (aka Ground Level Open Areas Design) features a circular perimeter road which feeds the parking areas located to the rear of each building. This layout will maximize the exterior views provided by each unit's floor plan. In addition, by placing the buildings along the outer areas of the site, residents will naturally focus their attention on the buildings across them. This facilitates a more effective natural surveillance around each building, and provides more 'eyes on the street' as a deterrent to criminal activity. By increasing natural surveillance residents are empowered with the ability to detect abnormal/criminal behavior.

Territorial Reinforcement: the proposed site plan design creates territorial reinforcement through well defined defensible spaces. Sidewalks bring residents and their guests within a few feet of each building in various locations. Also, the outer perimeter road design creates semi-private courtyard areas for each building. Sport activities are imperative to keeping young adolescents and teenagers away from drugs, vandalism, and criminal behavior. The proposed site plan includes active recreation areas to accommodate activities for children and youth of all age ranges. The crime prevention value of the circular perimeter road design is further enhanced because it encompasses these recreational areas. The design provides picnic areas where residents can develop a sense of community, and parents can supervise their children while providing natural surveillance to surrounding buildings.

Natural Access Control: target hardening devices restrict unwanted users/visitors from easily entering the property to take advantage of vulnerable communities. The amount of target hardening measures which should be installed on the proposed residential development proved to be one of the most contested points during the initial design stages of the project between the applicant and staff of the Planning Department.

It is noted that the desires and concerns of the neighbors and residents who reside in the 800 and 900 blocks of SW 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> Avenues were expressed during the initial discussion periods in ways which suggested that they had a stake in the safety of the proposed Village



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Square residents. It should also be noted that those Blocks have crime issues of their own and that target hardening measures need to be in place in order to address crime which may originate there. The applicant has agreed to provide heavy gauge aluminum picket perimeter fencing around Phases I and II, and thus, this is attached as a condition of approval.

The proposed project also calls for CCTV (Closed Circuit TV) at the entrances to Phase I and II from Auburn Avenue and SW 8<sup>th</sup> Street. Swing gates, coupled with control arms are needed at both entrances as well. Guard gates are needed to limit access at both entrances. The CCTV should be installed at each gate location. Cameras should be mounted so that they can identify the driver and tag of each vehicle entering the site. Roundstone, acting as agent for the project and the Delray Beach Housing Authority representative have already agreed to the use of gates at the entrance to Phase I. However, it should be noted that Phase II is just as likely to become a 'target rich environment' for criminal activity as Phase I. Consequently, there is no reason why working families and residents of Phase II should not have the advantage of this same protection. Thus, the use of Guard gates with swing gates, coupled with, control arms and CCTV (Closed Circuit TV) at the entrances to Phase I and II from Auburn Avenue and SW 8<sup>th</sup> Street need to be provided and this is attached as condition of approval. The entrance at SW 8<sup>th</sup> Street should be designated as 'resident entrance only', using a keyless entry system while allowing all traffic to exit that location, and thus this also attached as condition of approval.

Closed Circuit T.V. (CCTV) is a step in the right direction to achieve Natural Access Control, but the absence of on-site security personnel means that CCTV will create more questions than it will answer, i.e.: a) who will monitor the system and assist Law Enforcement personnel after hours when it becomes apparent that there is evidence of criminal activity is available? b) who will procure maintenance for the cameras when they are damaged by those attempting to avoid detection? It should be noted that background checks and guest monitoring are not security strategies which can deal with serious issues in the likely event that those two measures may be circumvented. Therefore, the use of CCTV needs to be coupled with a competent on-site security contractor patrolling the interior, and monitoring the entrances during nights and weekends. Therefore, this is attached as a condition of approval.

A left turn-in lane should be accommodated along Auburn Avenue so that traffic flows freely thru the area during high volume traffic periods. Raised cross-walks are needed at choke points to slow traffic throughout the various parking lots. Chicanes should be used along the perimeter road on the south side of Phase II to slow traffic along the three block 'straight-away' street, and thus this attached as a condition of approval.

Lighting: adequate lighting provides a deterrent to criminal activity. A sufficient quantity of light will deny the "opportunity" for a criminal to act. The photometric plan submitted indicates that the site will receive the appropriate number of Foot Candles [FC] in most areas, and that it will use appropriate luminaries, and thus, no CPTED concerns are anticipated regarding appropriate lighting.

Landscaping: Overgrown landscaping hinders the proper dissemination of light as well as visibility throughout the development. The landscape plan submitted indicates that the project will contain the appropriate trees, shrubs, and ground cover and that irrigation will be sufficient. Proper maintenance will be of utmost importance to insure that landscaping does not become overgrown.



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### **Landscape Technical Comments:**

The landscape plan has been evaluated by the City's Senior Landscape Planner. The landscape plan complies with LDR Section 4.6.16. However, there are various landscape technical items that need to be addressed by the applicant and they have been listed below:

1. Show all light poles on plans. Avoid any conflict between light and adjacent tree canopy by shifting pole or tree;
2. There appears to be a Triple Royal Palm located at the N.W. corner of the Senior Living Bldg that is not labeled. Please check entire plan and correct all errors;
3. Please screen all FPL transformers and any other above-ground equipment from view;
4. All landscape islands need to be curbed. It appears that only a select few of the islands are curbed. Please revise plans to show curbing around all islands. Furthermore, unless car stops are to be used, ALL interior landscape strips adjacent to parking lots are to be curbed;
5. The calculations submitted for the Multifamily portion is incorrect. Revisit line items "K" and "I". Add trees if necessary to satisfy requirement; and
6. The proposed trees located within the bulb-outs along N.W. 12<sup>th</sup> and 13<sup>th</sup> Avenues are conflicting with the Street trees located in front of the residences. Revisit this and adjust the locations of the Street trees so that canopies are not grossly overlapping.

### **Bicycle Parking:**

Pursuant to LDR Section 4.6.9(C) (1) (c) and Transportation Element Policy D-2.2 of the Comprehensive Plan, bicycle parking facilities have been provided in close proximity to the Clubhouse recreational area and the tot lot. However, bicycle parking facilities (a 5 space bike rack) shall be provided in close proximity to the main entrance of each of the rental apartment buildings for visitors and residents. Thus, this is attached as a condition of approval.

### **Auburn Avenue Left Turn Lane:**

Palm Beach County's requires an inbound left-turn lane where:

- Daily volume on the adjacent roadway exceeds 10,000 trips per day; and
- Driveway volume exceeds 1,000 trips per day; and
- At least 75 inbound right turns or 30 left turns occur during the peak hour.

The development will have vehicular access via two access driveway connections, one from Auburn Avenue and the other from SW 13th Avenue and SW 12th Avenue. The generated trips (In/Out) for the A.M. Peak Hour will be 29/109 and for the P.M. Peak Hour will be 115/63. The proposed development will generate 1,906 trips per day. Out of those 1,906 trips, 1,152 will be generated at the northern most driveway entrance to the development located on the east side of Auburn Avenue. This volume of traffic exceeds the Palm Beach County requirement of 1,000 trips per day threshold justifying an inbound left-turn lane.