

RESOLUTION NO. 14-02-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION USE AND SITE PLAN FOR A PRESCRIBED PEDIATRIC EXTENDED CARE FACILITY KNOWN AS THE TENDER CARE CENTER; PROVIDING FOR CONDITIONS ASSOCIATED WITH THE APPROVAL OF THE SPECIAL EXCEPTION USE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the National Land Corporation is the owner (“Owner”) of the property legally described in Exhibit “A”, which is attached hereto and incorporated herein; and

WHEREAS, the property is generally located at 1015 10th Street (the Site); and

WHEREAS Tender Care, Inc. is the contract purchaser of the Site, and will be the owner/operator of the prescribed pediatric care facility; and

WHEREAS, Brian Vermette, acting as the Owner’s authorized agent (“Applicant”) has submitted an application for Special Exception Use a Site Plan and other associated plans proposing to develop a prescribed pediatric extended care facility (“the Project”); and

WHEREAS, the Site has a future land use designation of Commercial; and

WHEREAS, the Site is located within C-1 Business District; and

WHEREAS, the C-1 Business District includes medical clinics as a special exception use; and

WHEREAS, at a public hearing on January 6, 2020, the Town’s Planning and Zoning Board reviewed the plans for the proposed Project and has recommended to the Town Commission that it approve the Project, subject to the Owner’s compliance with certain conditions; and

WHEREAS, the Town Commission conducted a quasi-judicial hearing on February 5, 2020 to consider the Project; and

WHEREAS, at this quasi-judicial hearing, the Town Commission considered the evidence presented by the Town Staff, the Applicant, and other interested parties and members of the public, regarding whether the Project, as proposed meets the criteria for approval of a special exception use; and

WHEREAS, the Town Commission considered whether the Project, as proposed would be consistent with the Town’s Comprehensive Plan and would meet the Town’s Land Development Regulations; and

WHEREAS, the Town Commission has determined that certain conditions are necessary in order for the Project to be consistent with the Town's Comprehensive Plan and to meet its Land Development Regulations, including the criteria for approval of a special exception use.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1: The whereas clauses are incorporated herein as the findings of fact and conclusions of law of the Town Commission.

Section 2. The Town Commission hereby approves a Special Exception Use and a Site Plan for the Project subject to the following conditions:

1. The Applicant shall develop the Site consistent with the following Plans and Information:

Name	Sheet	Sign/ Seal	Received on
COVER SHEET	A-0	1-17-2020	1-24-20
SITE PLAN	SP-1	1-17-2020	1-24-20
INTERIOR RENOVATION	A-1	1-17-2020	1-24-20
ELEVATIONS	A-2	1-17-2020	1-24-20
COLOR RENDERING	CE-1	NA	1-24-20
LANDSCAPE PLAN	L-1	1-17-2020	1-24-20
PHOTOMETRIC PLAN	LP-191203V5	1-23-2020	1-27-20
SURVEY	SU-19-2230	10-9-2019	1-24-20
NARRATIVE AND JUSTIFICATION	Tender Care Centers, 64 pages	NA	1-24-20

- 1) One loading zone, per "Required Parking and Loading Table", section 78-142-1 is administratively waived by the Community Development Director, as is authorized pursuant to section 78-143 (o) (1) (a) of the Town Code.
- 2) Prior to the issuance of a building permit, the Applicant shall obtain a final approval pertaining to utilities for the Site from Seacoast Utilities, and shall submit a copy of the approval to the Community Development Department (the Department).
- 3) Prior to the issuance of the Certificate of Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations and existing plantings for the Project are in accordance with the approved Site Plan and the Landscaping Plan.
- 4) All landscaping shown on the Site Plan and the Landscaping Plan shall be maintained in perpetuity from the date of its installation and the issuance of the Certificate of

Occupancy by the Town. The Owner shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.

- 5) The following security and safety measures shall be in place prior to the issuance of a Certificate of Occupancy:
 - Security illumination which is protected by vandal-resistant globes and is activated from dusk until dawn. The lighting shall be provided from dusk until 30 minutes after the termination of business' operating day.
 - Install high-definition surveillance cameras, which capture clear facial features to the parking areas adjacent to both sides of building, the lobby, and the exterior façade of the building. The cameras shall be placed at an appropriate height to capture as much detail of activity in these areas as possible. The camera recordings shall be cloud based with internet recovery and back up and made available to law enforcement upon request. The location of the installation of the camera(s) shall be subject to the Department's review and approval.
 - Provide convex mirrors for the dumpster enclosure to eliminate blind 90 degree corners and hiding places.
- 6) Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, Statement of Use, photometric plan, improvements, colors, materials, structures or other details shall be submitted to the Department, and shall be subject to its review and approval. The Department shall determine whether or not the proposed revision is material enough to require further review by the Town Commission.
- 7) Construction associated with the Project is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless an exception is approved in writing by the Department's Director.
- 8) All fees and costs, including legal fees incurred by the Town in reviewing the Application and preparing the Resolution billed to the Owner shall be paid to the Town within 30 days of receipt of an invoice from the Town. Failure by an Owner to reimburse the Town within the 30 days may result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order.

Section 3: The Owner, Applicant and their successors and assigns shall be subject to the conditions of approval.

Section 4. This Resolution shall become effective upon execution.

The foregoing Resolution was offered by Commissioner Linden who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

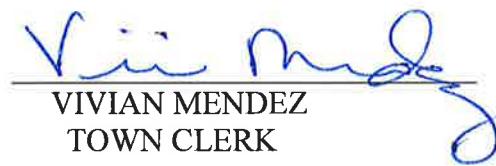
	AYE	NAY
MAYOR MICHAEL O'ROURKE	/	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	/	—
COMMISSIONER ERIN FLAHERTY	<u>Absent</u>	—
COMMISSIONER JOHN LINDEN	/	—
COMMISSIONER ROGER MICHAUD	/	—

The Town Commission thereupon declared the foregoing Resolution No. 14-02-20 duly passed and adopted this 5 day of February, 2020.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

TOWN OF LAKE PARK
SEAL
(TOWN SEAL)
FLORIDA

EXHIBIT A – LEGAL DESCRIPTION

Kelsey City, Lots 19 to 30, inclusive, Block 76 as contained in the Plat
of Kelsey City, PB 8 pages 15-18, 8, 23, 27, & 34-37.



Town of Lake Park

TOWN COMMISSION

Meeting Date: February 5, 2020

REQUEST:

SPECIAL EXCEPTION SUBMITTED BY TENDER CARE CENTERS INC., BRIAN VERMETTE AGENT, FOR A PRESCRIBED PEDIATRIC EXTENDED CARE FACILITY TO BE LOCATED AT 1015 10TH STREET, LAKE PARK, FLORIDA. THE FACILITY WILL PROVIDE OUTPATIENT PEDIATRIC PHYSICAL REHABILITATION.

(Special Exception Category of Medical Clinic in the C-1 Business District)

BACKGROUND INFORMATION:

Applicant: Tender Care Centers, Inc. (Brian Vermette, agent)

Owner: First National Land Corp.

Site: 1015 10th Street

Net Acreage: 37,500 square feet

Legal Description: KELSEY CITY LOTS 19 TO 30 INC BLK

Property Control Number: 36-43-42-20-01-076-0190

Current Zoning: C-1 Business District (CRA District)

**Future Land Use Map (FLUM)
land use category:** Commercial

Adjacent Zoning Designation

North: C-1 Business District

South: C-1 Business District

East: C-1 Business District

West: C-2 Business District

Adjacent Land Use Designation

North: Commercial

South: Commercial (non-conforming apartments)

East: Commercial (non-conforming apartments)

West: Commercial



Town of Lake Park

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Meeting Date: February 5, 2020

Planning and Zoning Board Recommendation

The Planning and Zoning Board held a Public Hearing on the requested Special Exception on January 6, 2020. Listed below are the main discussion points raised by Planning and Zoning Board, along with Staff and Applicant responses:

- ***Would there be sufficient parking if enrollment increased and there were more employees?*** Staff indicated that while currently as proposed, the site meets the parking requirements, that the Town must sign off on the state license and any changes (if changes occur in the future). Therefore, we would be aware of an increase, and would review for any impacts. The operator indicated that if additional parking is needed for the operation, they would need to address this as well since an overflow lot is not available.
- ***Is there sufficient security?*** Staff indicated that by Code there are certain requirements, and we have included the recommendations of the Sheriff's Department regarding CPTED. (Crime Prevention through Environmental Design). Additionally the vice-president of the company indicated he has previously been in the security business and it is a priority for him and explained the integration of cameras, door locks and alarms.
- ***Would noise from the playground disturb adjacent apartment dwellers?*** The applicant indicated that the playground would not be used throughout the day even when used, it will be fenced and the noise will be limited.
- ***There was also discussion between the different licensing required for day cares and this facility.*** The applicant explained how it is highly regulated by the state. (This is also described in the applicant narrative).
- ***Condition of existing rosewood trees?*** Applicant's landscape architect must certify that all landscaping is in accordance with the approved plans (this is also a condition of approval on the Resolution). In addition, the landscape architect will further review the planting selections pursuant to their existing conditions and final installations during the permitting stage as well.

The Board unanimously recommended approval with the conditions, which have been incorporated into the enclosed Resolution.



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FIGURE 1: Aerial View



Figure 2: Panoramic view of site, looking east from 10th St.





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Figure 3: View from W. Jasmine Drive



Figure 4: Looking south, from W. Kalmia Drive



Figure 5: Rear view, adjacent alley





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Figure 6: Town Zoning Map



Lake Park Zoning Map

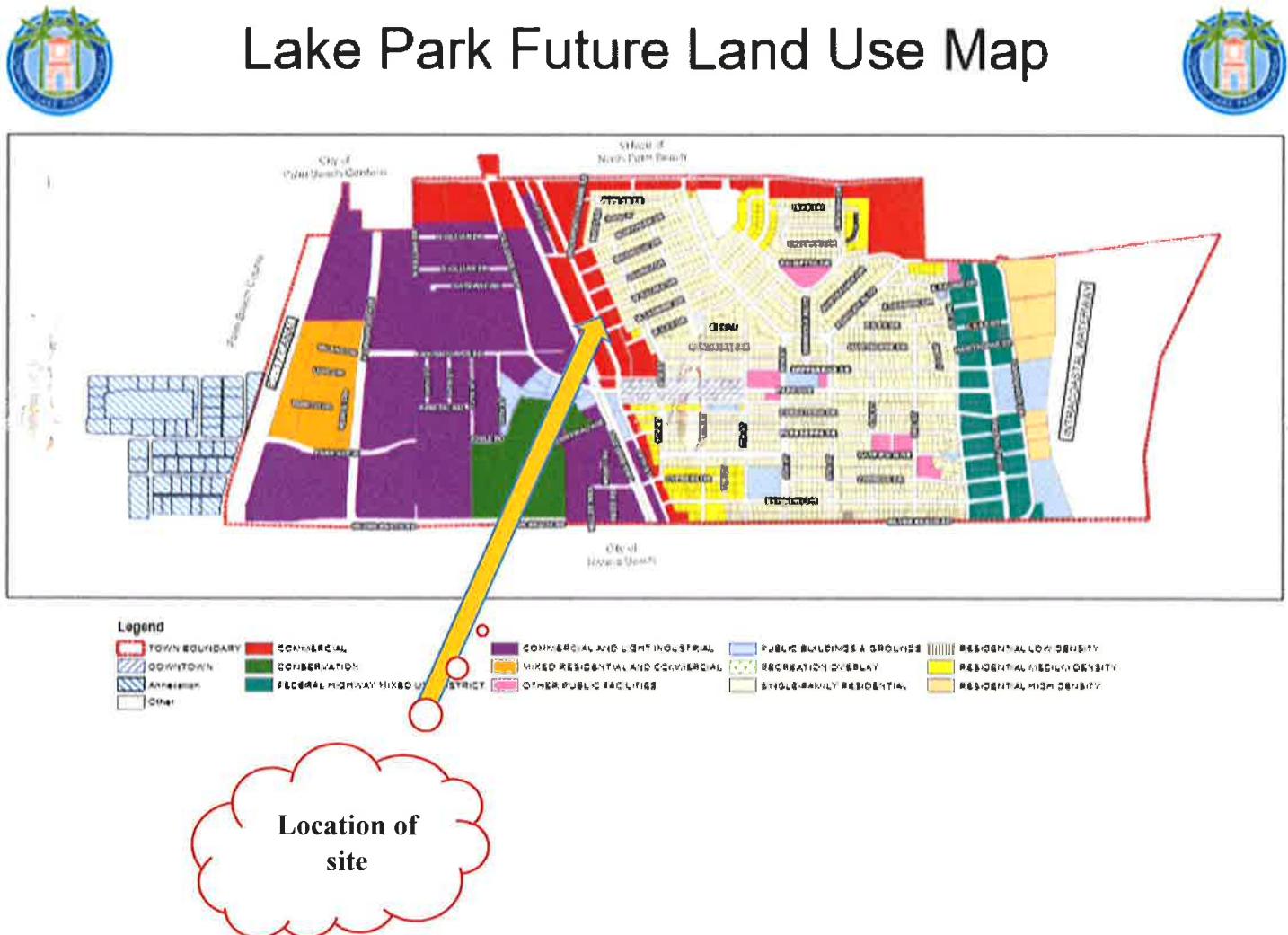




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Figure 7: Town Future Land Use Map (FLUM)





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SUMMARY OF REQUEST:

Tender Care Centers Inc. is requesting Special Exception approval, under the medical clinic category of the C-1 Business District, Town Code Section 78-71 (2) (d), to open an outpatient pediatric rehabilitation facility at 1015 10th Street. They intend to utilize the existing building, and are the contract purchaser for the property.

Description of Use

The Tender Care Center will operate as a “skilled nursing service for the profoundly medically fragile, medically complex, and technologically dependent pediatric population”. The applicant’s statement of intent indicates that, “At the center the children will receive physical, occupational, speech, behavior, and respiratory therapy”. Tender Care Center will be licensed by Florida’s Agency for Healthcare Administration (AHCA) as a prescribed pediatric extended care facility.

The applicant has indicated that the facility anticipates to average 20 patients/day in year one, and 30 patients/day in year two. It is expected to generate approximately 43 full time employees, with 4-5 part-time contractual employees (therapists).

Tender Care Inc. currently operates five centers in Florida.

Exterior Improvements

The building was constructed in 1983 and has been used as a bank and offices. Currently it is predominantly vacant and has been underutilized for years.

The applicant proposes to utilize the existing structure and upgrade the site. The building will be reroofed and repainted. The bank drive-thru on the north end will be removed, and a play area is proposed under the roof. Landscaping will be brought to code to the extent possible, and the parking lot will be repaved. A new dumpster area, with fence and landscaping will be installed. The applicant is proposing a four foot high fencing along the front of the building, which is not typical. The application indicates it is needed for security.

Interior Improvements

The interior of the existing 10,231 square foot building will undergo minimal changes, as the current office set up lends itself to be used for the proposed use. Rooms will mainly be used as offices, or for care and therapy.

Operation

The center will be open Monday through Saturday, from 9 am to 5 pm. Children will arrive and depart via vans. Therefore, other than employees, traffic will be minimal. A letter from the Palm



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Beach County Traffic Division has been received stating that the change in use meets Palm Beach County Traffic Performance Standards.

No major changes are proposed regarding water and sewer service. The applicant has contacted Seacoast Utilities and will be submitting plans to them for minor changes. **A condition of approval will be added regarding this.**

Loading Zone Waiver Request

Under the “Required Parking and Loading Table”, section 78-142-1, a clinic falls into category “C” which requires one space for the first 10,000 square feet of gross floor area, plus one space for each additional 100,000 square feet. At 10,231 square feet of floor area, one such zone would be required. Currently the site does not have a designated loading zone.

Tender Care is requesting a waiver to this loading zone requirement, per code section 78-143 (o) (1) (a). According to the application the facility does not stock inventory or provide medical devices, and therefore it does not receive any deliveries that would require a loading zone.

The code states that the number of required loading berths may be reduced by the Community Development Director in the following circumstances:

“a. *Change in use.* The number of loading spaces may be proportionately reduced if the space is not needed is a result of a reduction in size or change in the nature of the land use to which loading spaces are served.

b. *Administrative reduction.* For uses which contain less than 10,000 square feet of total floor area, the community development director may waive or reduce the loading requirements whenever the character of the use is such as to make unnecessary the full provision of loading facilities and where such provision would impose an unreasonable hardship upon the use of the lot.”

Based on the applicant’s explanation, and the fact that there is no loading zone currently on site, the Community Development Director will allow the waiver.

Further information and details regarding the project can be found in the applicant’s submittal, as well as the staff “Analysis of Special Exception Criteria” which follows.



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ANALYSIS OF SPECIAL EXCEPTION CRITERIA

The six criteria required for the granting of a Special Exception and staff comments to each are as follows:

Criteria 1

The proposed special exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

Applicable Goals and Objectives:

Chapter 3 Future Land Use, Objective 1, Policy 1.1, j and l:

j. Encourage redevelopment, renewal or renovation, that maintains or improves existing neighborhoods and commercial areas;
l. Facilitates the achievement of economic development, historic preservation, resource preservation, and other key goals.

Chapter 3 Future Land Use, Objective 5:

As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.

Chapter 3 Future Land Use, Objective 5, Policy 5.1

The Town shall protect, preserve, maintain and improve its core residential neighborhoods and historic resources, and protect them from physical degradation and the intrusion of incompatible uses.

Staff Comments

The proposed special exception use is consistent with the Comprehensive Plan as it will facilitate economic development and renewal by making use of an underutilized building. The new use is projected to generate approximately 43 full-time employees and 4-5 part-time contractual therapists.

The site will be improved with landscaping and exterior improvements, helping to enhance the appearance of the commercial corridor. The use is compatible with the residential uses to its east, and no negative impacts are anticipated.

FINDING: CRITERIA MET



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Criteria 2:

The proposed special exception is consistent with the land development and zoning regulations and all other portions of this code.

Staff Comments

Setbacks:	No expansion of the building is proposed. The existing building meets the C-1 district setbacks, with the exception of the street side setback on Jasmine, which is 14.8 feet instead of the required 15 feet.
Minimum building floor area and building depth	Complies with the C-1 zoning district regulations in Town Code Section 78-71 (3) & (4)
Height	Complies with C-1 Commercial zoning regulations 78-71 (2)
Parking and loading	The project will provide 52 spaces, as required by Code for medical clinic. This includes 4 longer parking spaces to accommodate the vans. Loading area: Waiver requested, as no loading area currently exists on site, and applicant has indicated they will not be receiving items that would require this area. (See page 7 of staff report) Based on applicant's justification, waiver will be granted by the Community Development Director.
Landscaping:	Landscape plans show that the existing landscaping will be augmented, to bring the site up to code where feasible. This includes adding additional trees along 10 th Street, replacing hedge material where needed, adding sod and shrubs on the north end of the site, landscaping the new dumpster location.
Drainage	No changes proposed. There are no noted drainage issues with the site.
Signage:	No freestanding signage is proposed. Applicant intends to utilize window signage.
Traffic	Meets Palm Beach County Traffic Performance Standards. Letter Submitted from the County.

FINDING: CRITERIA MET with conditions of approval regarding waiver



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Criteria 3

The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.

Staff Comments

Function and Impact	The Site is located in the C-1 Business District, which provides for a wide variety of commercial uses including offices, appliance stores, grocers, personal service uses. The proposed use is compatible with the surrounding commercial area, as well as the apartments to the east, which are buffered by an alley and hedge.
Hours of Operation:	Tender Care proposes to operate from 8:00 am -5:00 pm Monday through Saturday. These hours and days of operation are consistent with the days and business hours of neighboring businesses in the district. The use is predominantly indoors and will not negatively impact the residential use to the east.
Traffic:	Palm Beach County has issued a Traffic Performance Standards approval letter, included in the applicant's packet. Access to the building is from either West Jasmine Drive or West Kalmia Drive; no changes are proposed.
Location\Mass\Height Setbacks:	The existing building is compatible with the surrounding area and has been in existence since 1983.
Future Land Use:	The Site's future land use is designated as <i>Commercial</i> which is defined by the Comprehensive Plan as "Lands and structures devoted primarily to the delivery, sale or otherwise transfer of goods or services on a retail basis, with a maximum F.A.R. of 2.0. This category also includes personal and professional services.

The proposed special exception use is compatible and complimentary to the existing and future uses and character of the surrounding properties.

FINDING: CRITERIA MET



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Criteria 4

The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.

Staff Comments

There are currently no similar uses in the area. Proliferation is unlikely as State mandated requirements are extremely rigorous. Applicant indicates that there are less than 100 such facilities in the State.

In fact, children needing this type of rehabilitation are often underserved in communities because of the complexity involved in managing their care.

FINDING: CRITERIA MET



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Criteria 5

The proposed special exception use does not have a detrimental impact on surrounding properties based on: (a) The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and, (c) The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

Staff Comments

- a. The applicant has indicated that they expect to average 20 patients/day in year one, and 30 patients/day in year two. Patients will arrive via four vans. Employee hours will generally be 8 am to 5 pm, with contractual therapists coming throughout the day. No detrimental impact to the surrounding residential or commercial uses is anticipated.
- b. Staff has reviewed the proposed use for impacts including noise, odor, and lighting. Most of the activity will be indoors, with the exception of a small covered, supervised play area at the north end of the building. Therefore, the use is not anticipated to negatively impact the adjacent apartments to the east, which are also separated by an alley.

The Applicant has submitted a Site Lighting Plan. However, it must be revised to demonstrate compliance with the requirements of Town Code Section 54-36 which requires at least 1 foot-candle at active entrances to the building and access ways to the building, or parking areas, and a minimum of 1/3 foot-candle throughout the parking areas. Per the Town Code: *Security illumination shall be protected by vandal-resistant globes and activated from dusk until dawn; and minimum-maintained lighting shall be provided from dusk until 30 minutes after the termination of business each operating day; and minimum-maintained lighting shall be provided from dusk until dawn. A condition of approval has been added to insure compliance.*

- c. The applicant has received a letter of approval from the Palm Beach County Traffic Division. The letter indicates that medical office will result in an increase in traffic from the previous professional office use. (While the proposed use is a clinic, it falls under the county classification of medical office.) However, given the unique nature of the facility, traffic counts will be less than a typical medical office, as patients are not arriving individually throughout the day. The application indicates that there will be approximately 43 full time employees and 4-5 contractual therapists. All patients arrive by the facility's vans.

The proposed special exception, if approved, is not anticipated to create a nuisance, nor have any detrimental impacts on surrounding properties.

FINDING: CRITERIA MET



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Criteria 6

That the proposed special exception use: (a) Does not significantly reduce light and air to adjacent properties, (b) Does not adversely affect property values in adjacent areas, (c) Would not be a deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations, (d) Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces, (e) Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Staff Comments

Staff findings for Criteria 6 are as follows:

- (a) The proposed special exception use **will not** reduce light or air to adjacent properties since the application does not propose any additions or exterior renovations that will alter building height and mass.
- (b) The proposed special exception use **will not** adversely affect property values in the surrounding areas. The proposed commercial use is located in a commercial corridor, and will provide a specialized service to the community and surrounding area. The site will be upgraded, and will result in an overall improvement.
- (c) The proposed special exception use **will not** be a deterrent to the improvement, development or redevelopment of surrounding properties. It may help to encourage new business location in the area.
- (d) The proposed special exception use **will not** have a negative impact on adjacent natural systems or public facilities as there are no adjacent natural areas or public facilities.
- (e) A bike rack is being provided for employees. As a specialized medical facility there will not be customers that require pedestrian amenities outside such as benches or trash cans.

FINDING: CRITERIA MET



Town of Lake Park

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***A public notice was advertised in the Palm Beach Post on December 27, 2019 and certified letters to all property owners within 300 feet of the Subject Property were mailed on December 23, 2019*

In addition to Community Development, the application and plans were reviewed by the Palm Beach County Fire Department, Palm Beach County Sheriff Department, Palm Beach County Traffic Division, and the Town's consultant Enginuity Engineering.

FINDINGS OF FACT AND STAFF RECOMMENDATION

The Special Exception request affords the Town the opportunity to bring to this location an established, viable business and upgrade the site's appearance.

Staff finds that this application for a special exception use meets each of the six criteria required for the granting of a special exception use. Staff recommends **APPROVAL** with the following conditions:

1. The Applicant shall develop the Site consistent with the following Plans and Information:

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COVER SHEET	A-0	1-17-2020	1-24-20
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2. One loading zone, per "Required Parking and Loading Table", section 78-142-1 is administratively waived by the Community Development Director, as is authorized pursuant to section 78-143 (o) (1) (a) of the Town Code.



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3. Prior to the issuance of a building permit, the Applicant shall obtain a final approval pertaining to utilities for the Site from Seacoast Utilities, and shall submit a copy of the approval to the Community Development Department (the Department).
4. Prior to the issuance of the Certificate of Completion/Occupancy, the Applicant shall provide certification from the Landscape Architect of record that the plant installations and existing plantings for the Project are in accordance with the approved Site Plan and the Landscaping Plan.
5. All landscaping shown on the Site Plan and the Landscaping Plan shall be maintained in perpetuity from the date of its installation and the issuance of the Certificate of Occupancy by the Town. The Owner shall replace any and all dead or dying landscaping materials so as to maintain the quantity and quality of the landscaping shown on the approved Site Plan and Landscaping Plan.
6. The following security and safety measures shall be in place prior to the issuance of a Certificate of Occupancy:
 - Security illumination which is protected by vandal-resistant globes and is activated from dusk until dawn. The lighting shall be provided from dusk until 30 minutes after the termination of business' operating day.
 - Install high-definition surveillance cameras, which capture clear facial features to the parking areas adjacent to both sides of building, the lobby, and the exterior façade of the building. The cameras shall be placed at an appropriate height to capture as much detail of activity in these areas as possible. The camera recordings shall be cloud based with internet recovery and back up and made available to law enforcement upon request. The location of the installation of the camera(s) shall be subject to the Department's review and approval.
 - Provide convex mirrors for the dumpster enclosure to eliminate blind 90 degree corners and hiding places.
7. Any revisions to the approved Site Plan, Landscape Plan, architectural elevations, signs, Statement of Use, photometric plan, improvements, colors, materials, structures or other details shall be submitted to the Department, and shall be subject to its review and approval. The Department shall determine whether or not the proposed revision is material enough to require further review by the Town Commission.



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8. Construction associated with the Project is permitted only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, except holidays, unless an exception is approved in writing by the Department's Director.
9. All fees and costs, including legal fees incurred by the Town in reviewing the Application and preparing the Resolution billed to the Owner shall be paid to the Town within 30 days of receipt of an invoice from the Town. Failure by an Owner to reimburse the Town within the 30 days may result in the suspension of any further review of plans or building activities, and may result in the revocation of the approved Development Order.

Tender Care Centers, Inc.



1015 11th St., Lake Park, FL 33403

Application for Special Exception

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TOWN OF LAKE PARK

COMMUNITY DEVELOPMENT DEPARTMENT

AGENT AUTHORIZATION FORM

Owner(s) of Record:
First National Land Corp

BEFORE ME, the undersigned authority, personally appeared:

Sincerely S. Hall, As Trustee For Tender Care Centers Inc.

Property Owner Name

Who first being duly sworn upon Oath and personal knowledge state they are the Owner(s) of
Record of the following described real property:
KELSEY CITY LTS 19 TO 30 INC BLK 76

the street address of which is 1015 10th St., Lake Park, FL 33403

AND DO HEREBY DESIGNATE:

Name: Brian Vermette

Address: 1821 SE 4th Ave., Fort Lauderdale, FL 33316

Telephone: 954.763.5444

E-mail Address: bvermette@tendercarecenters.com

To act as Authorized Agent, to file Applications and papers with the Town of Lake Park, and to
represent Owner(s) of Record at any Public Hearing regarding the property of interest.

Stephen Hall, Trustee

Owner of Record Signature

Owner of Record Signature

STATE OF FLORIDA, TEXAS
COUNTY OF BROWARD, FLORIDA
Stephen Hall, Trustee
NOTARY PUBLIC



REVISED 10/30/2013

TOWN OF LAKE PARK
COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR SPECIAL EXCEPTION REVIEW

Applicant/Agent: Brian Vermette /Tender Care Centers, Inc.
Address: PO Box 2159, Spring Hill, FL 34611
Telephone: 352.683.6895 Fax: 352.533.2335
E-mail: bvermette@tendercarecenters.com

Owner
 Agent (Attach Agent Authorization Form)

Owner's Name
(if not Applicant): First National Land Corp
Address: 1015 10th St., Lake Park, FL 33403
Telephone: 772-708-1518 Fax:
E-Mail: melvirobinson@comcast.net

Property Location: 1015 10th St., Lake Park, FL 33403
Legal Description: KELSEY CITY LTS 19 TO 30 INC BLK 76
Property Control Number: 36-43-42-20-01-076-01-90

Future Land Use: _____ Zoning: C-1 Business District
Acreage: 8604 Square Footage of Use: 10,192 sq ft
Proposed Use: Medical Clinic - Prescribed Pediatric Extended Care Facility



PLEASE DO NOT DETACH FROM APPLICATION.

SIGNATURE REQUIRED BELOW.

Please be advised that Section 51-6 of the *Town of Lake Park Code of Ordinances* provides for the Town to be reimbursed, in addition to any application or administrative fees, for any supplementary fees and costs the Town incurs in processing development review requests.

These costs may include, but are not limited to, advertising and public notice costs, legal fees, consultant fees, additional Staff time, cost of reports and studies, NPDES stormwater review and inspection costs, and any additional costs associated with the building permit and the development review process.

For further information and questions, please contact the Community Development Department at 561-881-3318.

<p>I, <u>Brian Vermette</u>, have read and understand the regulations above regarding cost recovery.</p> <p><u>Brian Vermette</u> Property Owner Signature</p>	<p><u>12-23-2019</u> Date</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------





Tender Care Centers, Inc.

Zoning/Existing Use of Adjacent Properties:

	North:	East:	R2	South:	C1
	3643420010770130	3643420011230040		36434220010750170	
	36434200190000010	3643420010760130	C2	36434220010760320	R2

Statement of Interest

Tender Care Centers, Inc. is a skilled medical care facility for children with special needs. Tender Care was founded in 1988 in Fort Lauderdale, Florida. We have facilities located in Broward, Hernando, Dummel, Putnam, and St. Johns County, Florida. We hope to bring the next facility to the Town of Lake Park. We are currently under contract to purchase 1015 10th St., Lake Park, FL 33403.

Tender Care is legally licensed by Florida's Agency for Healthcare Administration ("AHCA") as a Prescribed Pediatric Extended Care Facility ("PPEC"). Our centers operate as a skilled nursing service for the profoundly medically fragile, medically complex, and technologically dependent pediatric population (from birth to 21 years of age). Our nursing staff to patient ratio is 3:1.

To attend our center, children must be prescribed the service by a licensed physician, and pass eligibility screenings administered by the state of Florida. At our centers, children receive physical, occupational, speech, behavioral, and respiratory therapy. We also work with local school districts to ensure that our children receive the education (Hospital Homebound Services) that they are entitled to despite the complexity of their health needs.

Our specially equipped transport buses provide transport to and from the center. The majority of our children are picked up in the morning and dropped off at the end of the day. We are open from 8:00 am to 5:00 pm, 6 days a week, Monday through Saturday.

Tender Care is funded by Medicaid. We do not charge our children's parents anything for the service or transportation. Ultimately, Tender Care not only provides the necessary medical treatment for our children but offers support for the parents, who are often left with very little options for helping care for their children.

In addition to this request for special exception, Tender Care requests that the loading zone requirement be waived as our use is "rarely in need of a loading zone." Please see the attached Loading Demand State Request letter dated December 6, 2019, which is attached to this application.

We humbly ask that the Lake Park Zoning Board approve the request for the special exception.

Thank you,


Philip Mazzucco
President
Tender Care Centers, Inc.

Zoning/Existing Use of Adjacent Properties:

	North:	East:	R2	South:	C1
	3643420010770130	3643420011230040		36434220010750170	
	36434200190000010	3643420010760130	C2	36434220010760320	R2

APPLICATION REQUIREMENTS:

1. Please discuss how the Special Exception use is consistent with the goals, objectives, and policies of the Town's Comprehensive Plan.

Please see attached documentation.

2. Please discuss how the proposed Special Exception is consistent with the land development and zoning regulations and all other portions of the Town of Lake Park Code of Ordinances.

Please see attached documentation.

3. Please explain how the proposed Special Exception use is compatible with the character and use (existing, and future) of the surrounding properties in its function; hours of operation; type and amount of traffic to be generated; building location; mass; height and setback; and other relevant factors peculiar to the proposed Special Exception use and the surrounding property.

Please see attached documentation.



Tender Care Centers, Inc.

4. Please explain how the establishment of the proposed Special Exception use in the identified location does not create a concentration or proliferation of the same or similar type of Special Exception use, which may be deemed detrimental to the development or redevelopment of the area, in which the Special Exception use is proposed to be developed.
Please see attached documentation.

- Section 1**
- Tender Care will contribute to the goals listed in Lake Park's comprehensive plan. Very often, medically dependent children are among the most underserved in local communities, not because of a lack of support from the communities, but because of the complexities involved in managing their care. Traditional daycare centers cannot service our patients because of the medical expertise necessary to fulfill their daily care.
- Tender Care's rigid staffing ratio ensures that children are cared for by knowledgeable, experienced, and licensed health care practitioners. Our nursing staff is required to have at least two years of pediatric experience and undergo thorough AHCA background and drug screenings.
- Tender Care operates as a community facility in order to give back to the local stakeholders. Part of our license mandates that we educate parents and patients. Tender Care often hosts educational trainings on pediatric health-related topics. Tender Care employees serve on community boards, including the Early Learning Coalition for Marion County and the Hernando County Education Foundation. The facility in Dunnellon is hosting a special needs resources expo in January, where all proceeds will be donated to the Outreach Autism Services Network. Our facilities have received multiple awards from local communities including the state of Florida Friends of EMS award.

Town of Lake Park – Goals, Objectives, and Policies

- Objective 5 – “As a substantially built-out community in an urbanized area, the Town shall promote redevelopment and infill development in a manner that is considerate to existing neighborhoods and uses, the built and natural environments, and neighboring jurisdictions.”**
- Policy 5.1: “The Town shall protect, preserve, maintain and improve its core residential neighborhoods and historic resources, and protect these areas from physical degradation and the intrusion of incompatible uses.”**

According to Objective 5, the comprehensive plan seeks to promote redevelopment and Policy 5.1 accomplishes this objective by preventing “physical degradation and the intrusion of incompatible uses.” First, related to physical degradation, the 1015 building is only being partially occupied and is used primarily as a storage facility. Physical degradation is more likely to occur when buildings sit unused and unmaintained. Based on the property inspection, the roof is in dire need of repair. Aerial photos attached to the previous submission show where the roof was previously patched in a piecemeal manner.

5. Please explain how the Special Exception use does not have a detrimental impact on surrounding properties based on; (a) The number of persons anticipated to be using, residing, or working on the property as a result of the Special Exception use; (b) The degree of noise, odor, visual, or other potential nuisance factors generated by the Special Exception use; (c) The effect on the amount and flow of traffic within the vicinity of the proposed Special Exception use.
Please see attached documentation.

6. Please explain how the proposed Special Exception use meets the following requirements; (a) does not significantly reduce light and air to adjacent properties; (b) does not adversely affect property values in adjacent areas; (c) would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations; (d) does not negatively impact adjacent natural systems or public facilities, including parks and open spaces; and (e) provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.
Please see attached documentation.

Tender Care Centers, Inc. TCC

Tender Care will be using the entire building. Tender Care prides itself on the upkeep of the exterior elements of its facilities. Please see the attached photographs of Tender Care's other facilities. Operating maintenance ensures that the physical degradation of the existing property will be mitigated. In addition, Tender Care will employ a full-time maintenance staff member and a full-time housekeeper.

Based on the zoning committee's feedback, there are existing code violations that put the building out of compliance with the comprehensive plan and town ordinances. Tender Care has worked to modify the proposed site plan to ensure that the building will comply with both local ordinances and with the comprehensive plan. For more information, please see the updated landscaping plan attached to this resubmission.

Tender Care will be reroofing the entire building with an aluminum roof. Tender Care will also be painting the exterior of the building. Please see the color photos attached to this resubmission for a sample color palette and a color elevate plan. Tender Care will also be adding an outdoor playground area to the Northern side of the building. A model substantially similar to what will be installed has been attached to this application. A fence will also be installed on the front and Northern sides of the building. The fence is designed as a security device to protect the safety of our patients. The fence will be attached to the sidewalk via boring holes in the concrete. Steel poles will be cemented in the holes and a PVC sleeve will be slid over the steel poles. A white PVC fence will be attached in between and flush with the existing columns. As the fence will be installed on the sidewalk, there will be no encroachment into the parking area. For more detail, please see the submitted elevation plan. Two sample designs for the fence have also been attached.

As of this submittal, no façade sign will be installed. Signage will be limited to a window graphic that is limited to 25% of the selected window.

Finally, Tender Care's proposed use is consistent with the intent outlined in the Comprehensive Plan. According to the Zoning Determination Letter dated August 19, 2019, and attached to this application, the building is zoned in the C-1 Business District. While our use is not specifically listed under permitted C-1 uses, Section 78-71 (2) allows for special exceptions for "d. hospitals, sanitariums, or medical clinics." Therefore, the zoning is consistent with the possible envisioned special excepted uses for the area. Therefore, the use of the building as a medical clinic ensures that another incompatible use will not be introduced to the area.

Section 2

Tender Care is seeking to open the facility at 1015 10th St., Lake Park, FL 33403. Per the Zoning Determination Letter dated August 19, 2019, and attached to this application, the

Tender Care Centers, Inc. TCC

building is zoned in the C-1 Business District. While our use is not specifically listed under permitted C-1 uses, Section 78-71 (2) allows for special exceptions for "d. hospitals, sanitariums, or medical clinics." Therefore, the zoning is consistent with the possible envisioned special excepted uses for the area.

Section 3

The property being purchased currently has a building that was previously used for banking and office use. Tender Care does not plan to substantially modify the building or the property, except for those uses disclosed herein. Therefore, building location, building height, and setback will remain unchanged; thus, in line with the zoning provisions.

The facility will be open during normal operating hours, 8:00 am to 5:00 pm, Monday through Saturday. As the facility was previously used for banking and office purposes, Tender Care's intended use is consistent with the existing character of the facility.

For more information on traffic, see section 5 and the Traffic Analysis attached to this application. Tender Care does not foresee a need to add any additional parking.

The only significant change from the previous use is the desire to move from a general office and banking setting to a medical facility. Because of the nature of the work generally being conducted indoors, and the normal operating hours of the facility, granting the special exception is compatible with the existing and future use of the facility.

Section 4

Tender Care is a very specific facility with extremely stringent licensure requirements. There are less than 100 of these facilities that operate throughout the entire state of Florida. AIICA mandated financial and safety requirements impose significant barriers to entry. The threat of proliferation in the area is minimal. Tender Care currently has 5 locations operating in 5 counties around the state.

Section 5

(a) When fully operational, the facility is expected to employ roughly 48 employees, including approximately 43 paid employees and 4-5 contracted independent therapists. Employees generally arrive at 8:00 am and leave at 5:00 pm. Contracted therapists may come and go outside those hours. The facility is equipped with 52 parking spaces. There is sufficient parking to meet the needs of the facility without burdening the vicinity property owners.

Tender Care Centers, Inc.



Our goals/projections for Patients being served by this facility:

Year 1

We will be opened 6 days per week averaging 20 patients per day.*

Year 2

We will be opened 6 days per week averaging 30 patients per day.*

*Total units arrived at by taking the total average of prior new facility openings and increasing by a multiplier based on higher population density. The calculation is proprietary.



Service Area Map Follows on Next Page

A Pediatric Extended Care Facility
PPEC Facility: 1821 SE 4th Avenue Fort Lauderdale, FL 33316
Tel: 954-763-5444 Fax: 954-516-0095

Tender Care Centers, Inc.



(b) Noise will be limited as the majority of the business activity is conducted inside the building.

(c) As previously stated, Tender Care provides transportation for most of the children that attend the facility. In the first year, we anticipate 3-4 vans. Tender Care exclusively purchases Mercedes Sprinter vans for transportation. Tender Care picks the child up in the morning and drops the child off at night. Therefore, patient traffic will be limited to the vans dropping the children off at roughly 9:00 am and leaving to take the children home at roughly 4:00 pm.

Vans are a Mercedes Sprinter 2500 with a 17'0" wheelbase. The length of the van is 274.3" or 22.86 feet. The current parking stalls have been increased to 18.5 feet per Lake Park ordinance. Four parking spots are being added to the Northwest side of the property near where the playground will be constructed. These spots will be 23 feet in length which will accommodate parking the vans.

Section 6

(a) The facility is open during normal business hours on a site zoned in the C-1 Business District. As such, there will be no change to light or air affecting the adjacent properties. The exterior of the current building located on the property will not be substantially changed or modified, with the exception of adding a new roof and an outdoor playground for the children.

(b) Additionally, due to the age of the building, leaving the building without a significant repair investment will have an adverse effect on the property values of the adjacent areas. Tender Care plans to invest roughly \$350,000.00 in improving and maintaining the building. In addition, the building is currently being underutilized with only about 1/3 of the space being used. All of this should have a net positive effect on adjacent property values.

(c) Tender Care will not substantially modify the existing structure located on the property; therefore, any deterrent to the improvement, development, or redevelopment of adjacent properties will not increase, and, should decrease. Tender Care prides itself on designing an aesthetically pleasing and functional facility. In effect, this will decrease economic blight caused by the aging nature of the building. This should spur subsequent improvement, development, or redevelopment of the adjacent properties.

(d) Tender Care will not negatively impact adjacent natural systems or public facilities. Per AHCA and state guidelines, Tender Care will have an outdoor playground that will be used for our children. Because of the individualized and specific needs of the children, the Company policy dictates no children be

removed from the facility. The facility is specifically designed to care for these children. Tender Care also provides a dedicated break room for employees. As such, the facility will not utilize the adjacent public facilities, parks, or open spaces.

(e) A bike rack will be added to the building per the Town's request. Trash container facilities will be located around the exterior of the center in an effort to beautify the property.

Brian Vermette
Tender Care Centers Inc.
1821 SE 4th Avenue
Ft Lauderdale, FL 33316

August 22, 2019

Community
Development
Department
076-0190)

Re: 1015 10th St. Lake Park, FL (Property Control Number 36-43-42-20-01-

Mr. Vermette.

The Town is in receipt of your Zoning Determination Letter request for 1015 10th Street, submitted August 19, 2019. In that letter you requested a determination as to whether Tender Care Centers, Inc., "a Prescribed Pediatric Extended Care Facility" would be permitted at 1015 10th Street. Your application specifically describes the use as: "Skilled Medical Facility offering nursing services up to 12 hours per day. Children are transported to and from our facility. During the day they receive physical, occupational, and speech therapy, along with education services. We also do outpatient rehab therapy services."

The response from our Department follows:

The building at 1015 10th Street is located in the C-1 Business District and regulations for that district are contained in Section 78-71 of the Town Code. Section 78-71 (2) lists uses that may be permitted by Special Exception. Within this list are "id. hospitals, sanitariums, or medical clinics".

Your intended use, as described, would fall under this category, as the code states "Hospital, sanitarium or medical center means a facility for humans or animals, which provides primary, secondary, or tertiary medical care, emergency medical services, including preventive medicine, diagnostic medicine, treatment and rehabilitative service, medical training programs, medical research, and may include association with medical schools or medical institutions."

Therefore the use as proposed by Tender Care Center is not an outright permitted use, but is a use that may be approved as a Special Exception.

The **Special exception** process is intended for uses that would generally not be appropriate throughout the entire zoning district. However, special exception uses may be compatible based on an applicant's compliance with the criteria established by the code.

In brief, this process involves submitting the necessary plans and supporting documents, along with a fee, to the Town for review and consideration. Special Exceptions are reviewed in Public Hearings by the Planning and Zoning Board, and Town Commission which has final approval. The Commission may approve, deny or approve with conditions. Information on the process and criteria is attached and can also be found at:
https://library.municode.com/lakepark/codes/code_of_ordinances?nodeId=SPBLADERE_CH78ZO_ARTVIRE_SPEX.

We have also included the application for Special Exception, which provides further information about the process.

Should you decide to proceed with the Special Exception, we are available to review the process with you.

Ragan J,

Karen J Golonka

PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT
TOWN OF LAKE PARK
535 Park Avenue
Lake Park, FL 33403
561-881-3320
561-881-3333 (Fax)
kgolonka@lakeparkflorida.gov



535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3320
Fax: (561) 881-3333
www.lakeparkflorida.gov

Property Owners List



Contact Us | Website Policies | Accessibility | Web Translations

BUSINESS TAX INFO

Tax Number	428391	Issue Date	10-05-2001
Category	421313	Expiry Date	09-30-2020
Description	SKILLED MEDICAL	Business ID	428391
	SERVICE FACILITY		
	1600-FIN09090-B101	Business Name	TENDER CARE CENTER
Status	Printed	Business Address	1821 SE 4 AVE
		Address	INC
		Business Tax	\$ 00.00
		Owner Name	TENDER CARE CENTER
		Balance	
		Back	
		Inspections	
		History	

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EGOVPLUS ONLINE SERVICES

HOME SUSTAINABLE DEVELOPMENT CONTRACTS

CITY OF FORT LAUDERDALE

Parcel Owners within 300 Feet of 1015 10th St., Lake Park, FL 33403

Pending Sales Contract



QUIT CLAIM DEED

This Quitclaim Deed made this 21st day of December, 2015, between Saratoga Consulting LLC, a Florida Limited Liability Company whose address is 1015 10th Street, Lake Park, FL 33403, as Grantor; and First National Land Corporation, a Delaware corporation whose address is 1015 10th Street, Lake Park, FL 33403, as Grantee.

Witnesseth, that the Grantor for and/or consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantees' heirs and assigns forever, the following described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

Lots 19 through 30, Block 76, KELSEY CITY (now Lake Park), according to the map or plat thereof, as recorded in Plat Book 8, Pages 15 and 34, of the Public Records of Palm Beach County, Florida.

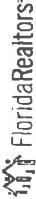
Subject to easements, restrictions and reservations of record and taxes paid through and including 2012.

To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise, appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of Grantor, either in law or equity, for the use, benefit, and profit of the said Grantee forever.

CFN 20160003113
OR BK 2B026 PG 0439
RECORDED 01/05/2016 13:18:41
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0439 - 440; (2pgs)

Prepared by:
G. Halp
1015 10th Street
Lake Park, FL 33403
Parcel ID Number:
36-43-42-24301-076-0190
②

Return to Grantee



Commercial Contract

Authentication ID: 723905F-BP0-4444-E7B9-05C2A66E4A3
AuthenticSign ID: 2CF8183-23E1-40E1-848F-39778715425

In Witness Whereof, the Grantor has hereunto set his/her and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

Randal Simoes
Safatoga Consulting I.L.C., a Florida
Limited Liability Company

Randal Simoes
By: Randal Simoes, Manager

M A L
Witness M J Davis

State of Florida
County of Palm Beach, S.S.

The foregoing instrument was acknowledged before me this 31st day of December, 2015,
by *Randal Simoes*, *M A C C*,
personally known to me or *has produced* _____
as identification.

M J 2
Notary Public
In and for the State of Florida
My commission expires: _____



1. PARTIES AND PROPERTY: Tender Care Centers Inc ("Buyer")
2 agrees to buy and FIRST NATIONAL LAND COOP ("Seller")
3 agrees to sell the property at:
4 Street Address: 1015 10th st
5 Lake Park PT 33403
6 Legal Description: PEASLEY CITY LTS 15 TO 30 INC BLK 76

7
8 and the following Personal Property:
9
10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE:

11 (a) Deposit held in escrow by, First International Title ("Escrow Agent") (names are subject to final and final collection)
12 \$ _____
13
14 Escrow Agent's address: 1015 Commerce Ln #2, Naples, FL 33468 Phone: 561-354-1055

15 (b) Additional deposit to be made to Escrow Agent
16 within _____ days (3 days, if left blank) after completion of Due Diligence Period or
17 within _____ days after Effective Date \$ _____

18 (c) Additional deposit to be made to Escrow Agent
19 within _____ days (3 days, if left blank) after completion of Due Diligence Period or
20 within _____ days after Effective Date \$ _____

21 (d) Total financing (see Paragraph 5) \$ _____
22 (e) Offier _____ \$ _____
23 (f) All deposits will be credited to the purchase price at closing.
24 Balance to close, subject to adjustments and prorations, to be paid
25 via wire transfer.

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
Buyer's written notice of acceptability.

26 3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller
27 and Buyer and an executes copy delivered to all parties on or before 08/15/2013, this offer
28 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
29 3 days from the date the counter offer is received. The "Effective Date" of this Contract is the date on which the
30 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
31 *Randal Simoes*, *M A C C*,
32 *M J 2*
33 *M J 2*
34 *M J 2*
35 *M J 2*
36 business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

37 *Oct 11, 2015* [Redacted] (Closing Date), unless
38 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
39 including, but not limited to, Escaping and Due Diligence periods. In the event insurance underwriting is suspended,
40 Buyer (*Buyer*) and Seller (*Seller*) acknowledge receipt of a copy of this page, which is Page 1 of 6 Pages.

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CC-5 Rev. 5/17
25
DRAFTED BY: [Redacted]
INSTANT: [Redacted]

This software is licensed to [Redacted] Location: [Redacted] www.floridarealtors.com

DRAFTED BY: [Redacted]

26

41 on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after
 42 the insurance underwriting suspension is lifted.

43 (b) Location: Closing will take place in Palm Beach County, Florida. (If left blank, closing will take place in the
 44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**

46 **BUYER'S OBLIGATION:** On or before _____ days (5 days if left blank) after Effective Date, Buyer will apply for third
 47 party financing in an amount not to exceed 80 % of the purchase price or \$ _____, with a fixed
 48 interest rate not to exceed 6.5 % per year with an initial variable interest rate not to exceed Prev %, with points or
 49 commitment or loan fees, not to exceed Prev % of the principal amount, for a term of Prev years, and amortized
 50 over .5 years, with additional terms as follows:

51 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
 52 lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left
 53 blank) from Effective Date/Loan Approval Date, (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
 54 the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage
 55 broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon
 56 obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable
 57 diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (if left blank)
 58 deliver written notice to Seller stating Buyer either waives its financing contingency or cancels this Contract.
 59 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter.
 60 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
 61 those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragraph 5 only): If Buyer
 62 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
 63 thereafter, either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or
 64 before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both
 65 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
 66 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use
 67 good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction
 68 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms
 69 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-
 70 approval letter nor a prequalification letter shall be deemed a "Loan Approval" for purposes of this Contract.

71

72 **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty
 73 deed special warranty deed other _____ free of liens, easements and
 74 encumbrances of record or known to Seller, but subject to property taxes for the year or closing, covenants,
 75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
 76 matters to which title will be subject) _____

77 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
 78 Property as _____

79 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
 80 and pay for the title search and closing services. Seller will, at (check one) Seller's expense and
 81 within _____ days after Effective Date or at least 5 days before Closing Date deliver to Buyer (check one) Buyer's expense and
 82 a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
 83 Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase
 84 price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and
 85 Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. (i) an
 86 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
 87 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
 88 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
 89 exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or
 90

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such
 an abstract or prior policy is not available to Seller then (i) above will be the evidence of title.

(b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title delivered written notice to Seller
 of the defects. The will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2)
 Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice
 ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the
 Curative Period, closing will occur on the later of 10 days after receipt by Buyer of notice of such cure or the
 scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be
 cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days
 from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept
 title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

(i) Seller will, within _____ days from Effective Date, deliver to Buyer copies of prior surveys,
 plans, specifications, and engineering documents, if any, and the following documents relevant to this
 transaction:

91 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
 92 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
 93 date this Contract is terminated.
 94 Buyer will, at Seller's expense and within the time period allowed to deliver and examining
 95 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
 96 encroachments on the Property or that the improvements encroach on the lands of another, Buyer will
 97 accept the Property with existing encroachments such encroachments will constitute a title defect to be
 98 cured within the Curative Period.
 99 (d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.
 100
 101 (e) **PROPERTY CONDITION:** Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition,
 102 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller
 103 makes no warranties other than marketability of title. In the event that the condition of the Property has materially
 104 changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a
 105 refund of any and all deposits paid plus interest, or require Seller to repair the Property to the required
 106 condition existing as of the end of the Due Diligence Period, the cost of which is not to exceed \$ _____ (1.5% of
 107 the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any
 108 defects in the Property. (Check (a) or (b))
 109
 110 (f) **Buyer has inspected the Property in its "as is" condition.**
 111 (g) **Buyer has waived any right to inspect and accepts the Property in its "as is" condition.**
 112 (h) **Buyer will, at Buyer's expense and within 20 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which**
 113 **Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties, zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits; government approvals and licensure; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination, and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, as is mutually agreed upon time, provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorney's fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the**
 114 **Buyer (Buyer)** and Seller (Seller) acknowledge receipt of a copy of this page, which is Page 3 of 9 Pages.
 115
 116 Rev. 9/17
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 119 www.trexisoftware.com
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 125 www.trexisoftware.com
 126 28

Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the Inspections; and (2) Buyer will, at Buyer's expense, release to Seller all reports and other work generated as a result of the inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

(c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any business conducted on the Property in the manner stipulated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as getting tenant space, that materially affect the Property or Buyer's intended use of the Property will be permitted with Buyer's consent without Buyer's consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) Costs: Buyer will pay Buyer's attorney's fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay Seller's attorney's fees, taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each service contractor from Seller authorizing each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases; updated rent roll; tenant and lender escopels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNIDAs) required by the Buyer or Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying the tenants of the change in ownership/agent. If any tenant refuses to execute an estoppel's letter, Seller, if requested by the Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its governing authority authorizing and certifying to the appropriate party certifying the resolution and setting forth facts shown the conveyance conforms to the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) Taxes and Provisions: Real estate taxes, personal property taxes on any tangible personal property, bond premiums assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing, if the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax provision based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will pay all installments due and payable on or before the Closing Date, with any installment for Buyer period extending beyond the Closing Date prorated, and Buyer will be responsible for all assessments that become due and payable after the Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with and Seller acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective Federal taxpayer identification numbers or Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds, and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to the Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the Clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged non-compliance party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. The non-complying party and cure shall not apply to failure to close.

12. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance is non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. Force Majeure means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Buyer fails to timely pay a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorney's fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

and Seller acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.



Extension Addendum to Contract

348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
349 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
350 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
351 GOVERNMENTAL AGENCIES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
352 FACTS THAT MATTERIALLY AFFECT PROPERTY VALUE.**

353 Each party signing this Contract on behalf of a party that is a business entity represents and warrants to the other
354 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
355 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
356 to do so.
357

358  Date: 9-1-19

359 **☐ Tender Care Centers Inc "Brian Vermette"** Tax ID No.: _____

360 Title: _____ Telephone: _____ Date: _____

361 **(Signature of Buyer)** Tax ID No.: _____

362 **(Typed or Printed Name of Buyer)** Telephone: _____

363 Title: _____ Telephone: _____

364 Seller's Address for purpose of notice _____ P.O. Box 5159 Septima Hall, FL 34611

365 Facsimile: _____ Email: _____ Date: 08/06/2019

366  Title: _____ Telephone: _____ Date: _____

367 **FIRST NATIONAL LAND CORP** Tax ID No.: _____

368 Seller's Address for purpose of notice: 1015 10th St Telephone: _____ Email: _____ Date: _____

369 **(Signature of Seller)** Tax ID No.: _____

370 **(Typed or Printed Name of Seller)** Telephone: _____

371 Title: _____ Telephone: _____

372 Seller's Address for purpose of notice: 1015 10th St Telephone: _____ Email: _____ Date: _____

373 Facsimile: _____ Email: _____

The following date and/or time period(s) of the Contract for Residential Sale and Purchase, Residential Contract for Sales and Purchases, Vicant Land Contract, or Commercial Contract with the Effective Date of 09/07/19, between First National Land Corp ("Seller") and Tender Care Centers Inc ("Buyer") concerning the Property located at 1015 10th Street Lake Park FL 33403 is hereby extended (check whichever apply):

Closing Date. Seller and Buyer agree to extend the Closing Date until 11/15/19 or sooner.

Financing Period. Seller and Buyer agree to extend the Commitment Period, Loan Approval Date, or Financial Period for an additional _____ days or until _____

Inspection Period. Seller and Buyer agree to extend the Inspection Period for an additional _____ days or until _____

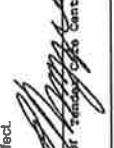
Curative Period. Seller and Buyer agree to extend the Curative Period or Cure Period for an additional _____ days or until _____

Short Sales Approval Deadline. Seller and Buyer agree to extend the Approval Deadline for an additional _____ days or until _____

Feasibility Study Period. Seller and Buyer agree to extend the Feasibility Study Period for an additional _____ days or until _____

Due Diligence Period. Seller and Buyer agree to extend the Due Diligence Period for an additional 30 days or until 10/17/19

This extension will be on the same terms and conditions as stated in the original contract except:
All Provisions for closing shall be calculated on the date of Oct 11th 2019.

All other non-conflicting terms of the contract remain in full force and effect.
 Date: 9-1-19
Seller _____ Date: _____
Buyer _____ Date: _____
Buyer _____ Date: _____

October 2, 2019



Dr. Juan F. Ortega, PE
JFO Group Inc.

11924 Forest Hill Blvd, Suite 10A-123
Wellington, FL 33414

Department of Engineering
and Public Works

P.O. Box 21229
West Palm Beach, FL 33410-1229

(561) 684-4100

FAX: (561) 684-4050

www.pbcgov.com

Dear Dr. Ortega:

RE: 1015 10th Street
Project #: 190907
Traffic Performance Standards Review

The Palm Beach County Traffic Division has reviewed the 1015 10th Street Development Traffic Impact Statement, revised September 24, 2019, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality: Lake Park
Location: NEC of 10th Street and Jasmine Drive
PCN: 36-43-42-20-01-076-0190
Access: One full access driveway connection onto Jasmine Drive and one full access driveway connection onto Kalmia Drive

(As used in the study and is NOT an approval by the
County through this letter)
Existing Uses:
General Office = 10,192 SF
Proposed Uses:
Replace existing Gen. Office with:
Medical Office = 10,192 SF

New Daily Trips:
New Peak Hour Trips: 215
Build-out: -7 (-5/-2) AM; 20 (7/13) PM
December 31, 2022

Based on the review, the Traffic Division has determined that the proposed development meets the Traffic Performance Standards of Palm Beach County. The proposed development does not have significant peak hour traffic impact (as defined in PBC TPS) on the roadway network

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

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

Dr. Juan F. Ortega, PE
October 2, 2019
Page 2



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

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

Sincerely,

Quazi Barri, P.E.
Senior Professional Engineer
Traffic Division

QB:HA:rb

cc: Ms. Nadia Di Tournas, Director of Community Development, Town of Lake Park
Ivanne Akif, E.I. Project Coordinator II, Traffic Division
Steve Bohorovsky, Technical Assistant III, Traffic Division
File: General-TPS-Main-Traffic Study Review
F:\\TRAFFIC\\MANUFACTURER\\APPROVALS\\PAWB007 - 1015 10TH STREET DOOR

JFO GROUP INC
Traffic Engineering • Transportation Planning

www.jfogroupinc.com

September 18, 2019

Brian Vermette, RN
Administrator
bvermette@tendercarecenters.com

Tender Care Centers, Inc
Office: (954) 783-5444 / Fax: (954) 516-0095
1821 SE 4th Ave., Ft. Lauderdale, FL 33316

Re: 1015 10th Street - Traffic Statement
PCN 36-43-42-20-01-07-0190

Dear Brian,

JFO Group Inc. has been retained to evaluate a traffic impact analysis to determine compliance with the Palm Beach County (PBC) - Traffic Performance Standards (TPS) - Article 12 of the PBC Unified Land Development Code (ULDC). This traffic statement is associated with a change of tenants for the 1015 10th Street property. There is a proposal to change the current General Office use to a Medical Office use. The site is located on the east side of 10th Street just north of Park Avenue in the Town of Lake Park, Florida. Figure 1 shows the project location in relation to the transportation network. Parcel Control Number associated with this project is 36-43-42-20-01-07-0190. A copy of the property appraiser information is included as Exhibit 1.

Project trip generation rates used for this analysis were based on PBC Trip Generation Rates, dated March 26, 2019. Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions. Table 2 summarizes the net Daily, AM, and PM peak trips potentially generated by the proposed development. According to Table 2, the net Daily and PM peak trips potentially generated due to the proposed changes are 233 and 22 trips, respectively. According to Table 12.b 2-D-7.3A from the PBC - TPS and given the trip generation characteristics from Table 2, the directly accessed link(s) need to be considered for traffic impact analysis. Figure 2 shows the project trip distribution as well as the signalized intersections and roadway geometry within the RDJ used to determine the functional classification of the impacted roadways. Table 3 presents a summary of the project traffic impact as a percentage of the adopted Level of Service (LOS).

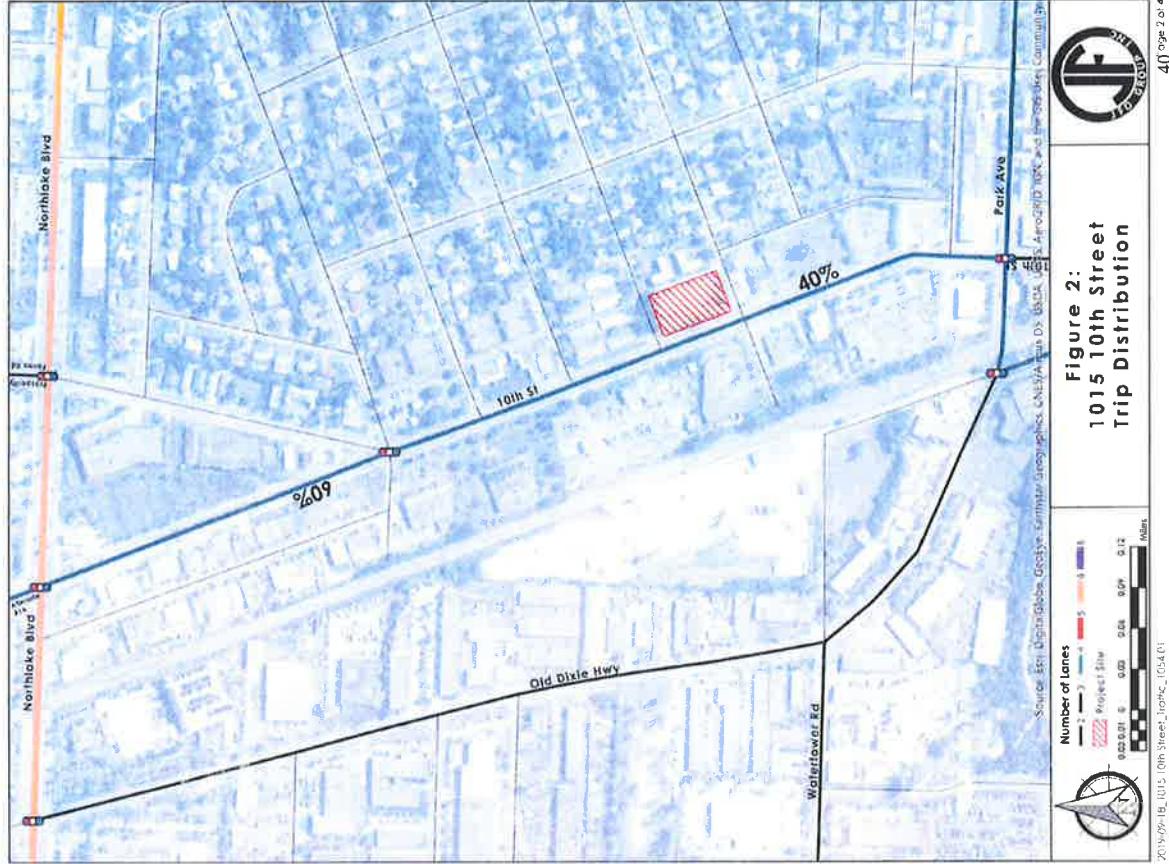
Table 1: Trip Generation Rates

Land Use	ITE Code	Daily Trip Gen.	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
General Office	710	$L(T) = 0.97 \ln(T) + 2.50$	86%	14%	$T = 0.94(X) + 26.49$	1.0%	84%	1.15
Medical Office	720	34.8	78%	22%	2.78	26%	72%	3.46

According to provisions in Article 12 of the PBC ULDC – Section 3.B, if a structure or building has not been discontinued or abandoned for five (5) or more years prior to the time of the application, then the project is eligible for an existing use credit against project traffic. Project traffic credit was taken for 10,992 SF of General Office. Exhibit 2 includes a 2013 aerial of the site. Building was built in 1983. Date: 10-2-18

2013-02-10-1015_10thStreet_TripGen.xls

11924 Forest Hill Boulevard, Suite 10A-123 • Wellington, Florida 33414
F: (561) 512-7556 • F: (561) 423-2345 • info@jfogroupinc.com



40° 2' 24"

Figure 2:
1015 10th Street
Trip Distribution



2013-02-10-1015_10thStreet_TripGen.xls

Table 2: Trip Generation

Land Use	Intensity	Daily			PM Peak Hour		
		In	Out	Total	In	Out	Total
Vested Traffic							
General Office	10,992 SF	125	29	8	37	2	11
Pass-By							13
General Office	10%	13	3	1	4	0	1
Net Vested Traffic		112	26	7	33	2	10
Proposed Traffic							
Medical Office	10,992 SF	393	24	7	31	11	27
Pass-By							38
Medical Office	10%	36	2	1	3	—	3
Net Proposed Traffic		345	22	6	28	10	24
Net Traffic		233	(4)	(1)	(5)	8	14
							22
AM							
	IN	OUT					PM
	4	(1)					14

Based on the PBC – TPS and the Land Development Design Standards Manual, a left-turn lane is required on each driveway where inbound peak hour left-turning traffic is equal or greater than 30 vehicles. A right-turn lane is required at each driveway where street Average Daily Traffic (ADT) volumes exceed 10,000 vehicles per day, and driveway daily volume is greater than 1,000 trips, with inbound peak hour right-turning traffic being at least 75 vehicles. Figure 3 provides Daily, AM and PM peak hour driveway volumes for the 1015 10th Street project. Based on the information presented in Figure 3, PBC – TPS, and the Land Development Design Standards Manual, turn lanes are not warranted at the project driveways.

As shown in Table 3, the proposed development will potentially generate less than one percent (1%) of the adjacent roadway peak-hour peak-direction LOS in all links included within the RDI. For this reason, the proposed development has an insignificant impact to the existing transportation network.

Table 3: Project Impact

Roadway	From	To	Ln	Number of Existing and Proposed Traffic Signals - 1	Signaled Intersections per mile		Class	Capacity - 2	Traffic Flow - 3	Percentage of Project Impact
					Existing	Proposed				
1015 Street	No. 3276 Bvd	Site	4D	2	0.68	2.94	II	1,770	60%	8
Park	Site	Ave	4D	2	0.68	2.94	II	1,770	40%	6
Total										0.45%
Net Total										0.34%

The proposed use change from General Office to Medical Office at the 1015 10th Street property will generate less than one percent (1%) of the adjacent roadway peak-direction LOS in all links included within the RDI. The proposed 1015 10th Street development has been evaluated following the PBC – TPS – Article 12 of the PBC – UDC. This analysis shows that the proposed development will be in compliance with the PBC TPS – Article 12 of the PBC – UDC.

Sincerely,

JFO GROUP INC
COA Number: 32276

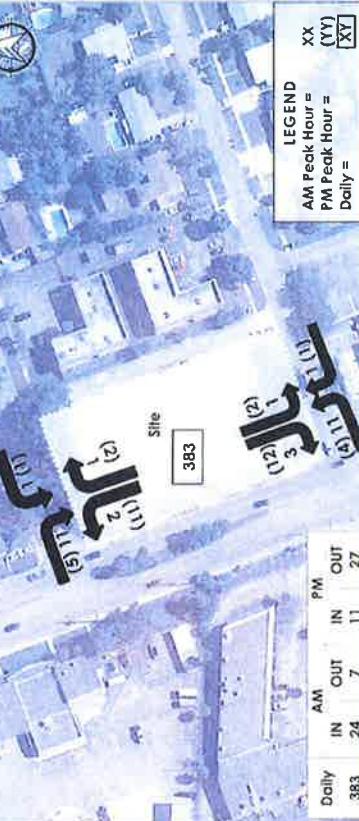


Figure 3: Project Driveway Volumes

Project is located in a GPD network. However, as part of a convenience analysis for TPS purposes all project traffic was assigned to the closest FBC.

Proposed use change from General Office to Medical Office at the 1015 10th Street property will generate less than one percent (1%) of the adjacent roadway peak-direction LOS in all links included within the RDI.

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41

Project is located in a GPD network. However, as part of a convenience analysis for TPS purposes all project traffic was assigned to the closest FBC.

Proposed use change from General Office to Medical Office at the 1015 10th Street property will generate less than one percent (1%) of the adjacent roadway peak-direction LOS in all links included within the RDI.

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42

Property Detail

Location Address 1015 10TH ST
 Municipality LAKE PARK
 Parcel Control Number 36 3 43 20-01-076-0190
 Subdivision KELSEY CITY IN PB 8 POS 15 TO 18, 23, 27 & 34 TO 37 INC
 Official Records Book 28026
 Page 439

Sale Date DEC-2015

Legal Description KELSEY CITY LTS 19 TO 30 INC BLK 76

Owner Information

Owners FIRST NATIONAL LAND CORP

Mailing address 1015 10TH ST
 LAKE PARK FL 33403 N136

Sales Information

Sales Date	Price	ON Book/Page
DEC-2015	\$10	28026 / 00639
APR-2002	\$270,500	13589 / 01275
SEP-2001	\$230,000	12959 / 01370
AUG-1985	\$1,045,000	04673 / 00533
FEB-1983	\$1,48,000	01582 / 00161
JAN-1972	\$17,500	02004 / 00624
JAN-1970	\$23,950	01867 / 00044

Exemption Information

No Exemption information available

Property Information

Number of Units 0
 *Total Square Feet 10192
 Acres 0.8604
 Use Code 1700 - OFFICE ONE STORY
 Zoning C-1 - Business (36-LAKE PARK)

Appraisals

Tax Year	2019 P	2018	2017
Improvement Value	\$963,142	\$969,996	\$966,297
Land Value	\$283,708	\$275,663	\$262,346
Total Market Value	\$1,246,850	\$1,245,159	\$1,228,643

P = Preliminary All values are as of January 1st each year

Assessed and Taxable Values

Tax Year	2019 P	2018	2017
Assessed Value	\$1,246,850	\$1,245,159	\$1,171,940
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$1,246,850	\$1,245,159	\$1,171,940

Taxes

Tax Year	2018	2017
Ad Valorem	\$28,073	\$27,253
Non Ad Valorem	\$3,582	\$3,412
Total Tax	\$31,655	\$30,765

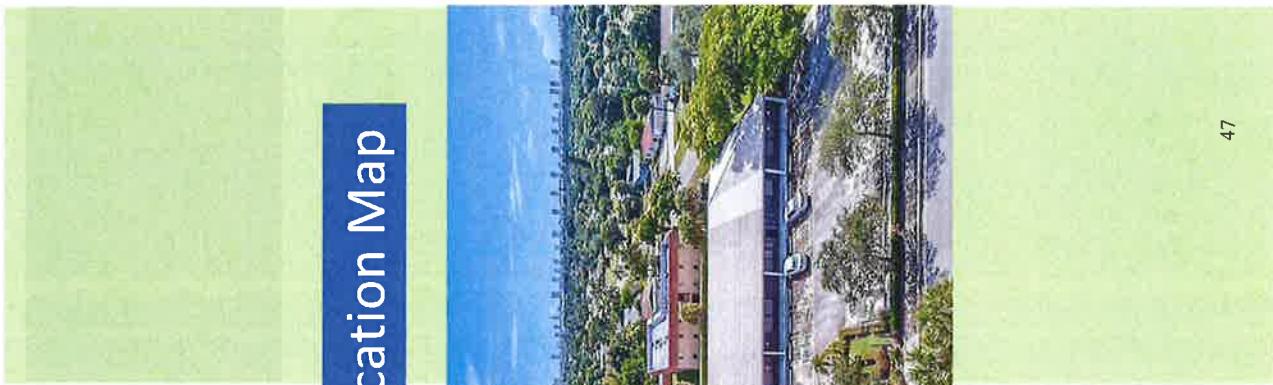
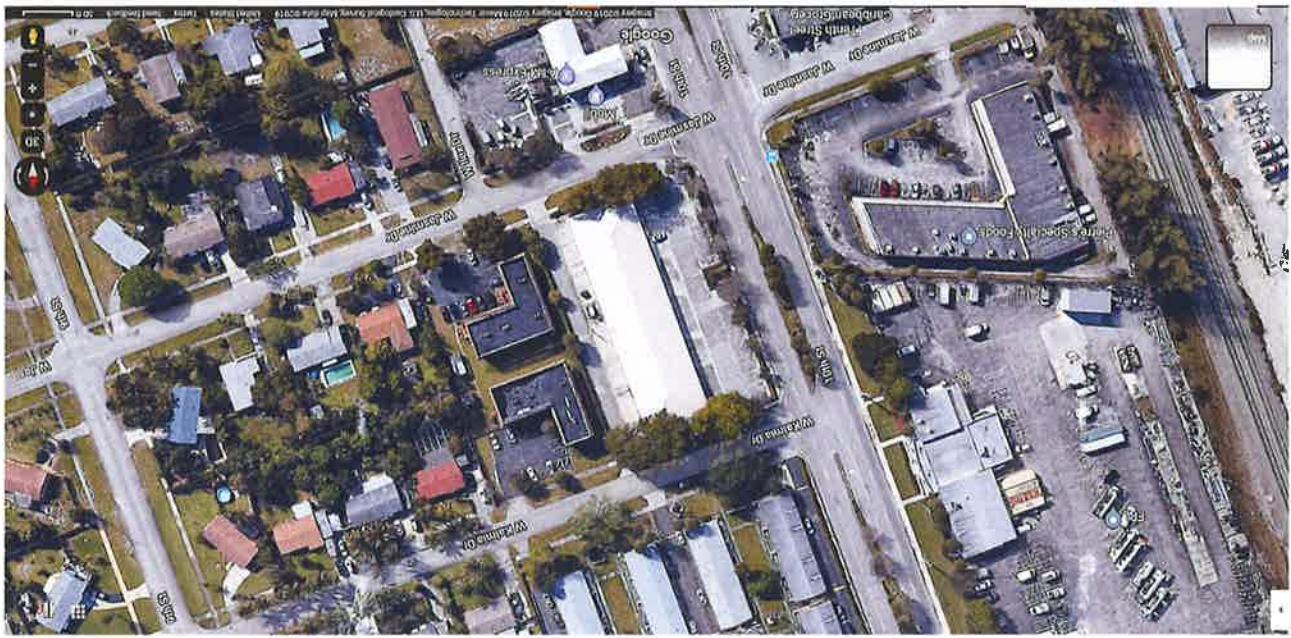
Dorothy Jades, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

Exhibit 2



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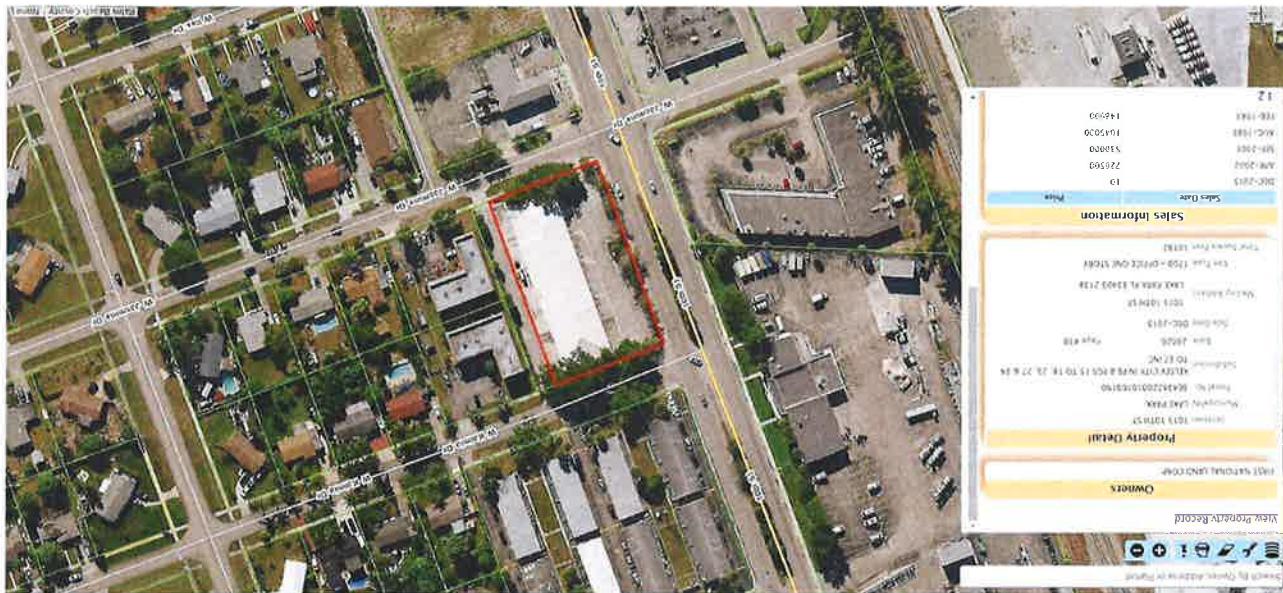


Location Map

Loading Demand Letter



50





Tender Care Centers, Inc.

A Pediatric Extended Care Facility
PPEC Facility: 1821 SE 4th Avenue Fort Lauderdale, FL 33316
Tel: 954-763-5444 Fax: 954-516-0095

December 6, 2019

Nadia DiOttmaso
Community Development Director
Town of Lake Park

RE: Loading Demand Statement Request

§ 78-143 (o)(1)(a) states, "The number of loading spaces may be proportionately reduced if the space is not needed is a result of a reduction in size or change in the nature of the land use to which loading spaces are served."

Tender Care requests that the loading zone requirement be waived as our use is "rarely in need of a loading zone." Tender Care operates facilities in five other locations throughout the state of Florida. There are no loading zones at any of the other five facilities. This is due to the nature of the business.

Tender Care provides skilled medical nursing services to Florida's pediatric special needs population. Tender Care does not stock inventory or provide any medical devices. All support items are supplied by the patient's caregiver and returned at the end of the day. Furthermore, therefore, Tender Care does not receive any deliveries that would require a loading zone.

Thank you,

Brian Vermette
Executive Vice President
Tender Care Centers, Inc.

Fence Sample



Proposed Facility Fencing



Details

- 4' tall x 8' wide panels
- 7/8" x 1 1/2" pickets with 3 6/9" spacing
- 2" x 3 5/8" top and bottom rails
- 5" x 5" x 24" posts
- Splicer in bottom rail for added support
- Available in white or tan or khaki

MORE VIEWS



Details

- 4' tall x 8' wide panels w/ spade picket caps
- 2" x 3 5/8" top rail 2" x 6" bottom rail
- 7/8" x 3" pickets with 2 37/8" spacing
- 5" x 5" x 64" posts
- Available in white or tan or khaki

MORE VIEWS



Playground Equipment Sample



Drew Vermette

From: Donna Mazzucco <dmazzucco@tendercarecenters.com>
Sent: Wednesday, December 4, 2019 9:26 AM
To: Drew Vermette; Drew Vermette
Subject: FW: Cedarworks Custom Quote 1567378-1

From: Chris - CedarWorks Playsets <chris@cedarworks.com>

Sent: Wednesday, December 4, 2019 9:11 AM

To: mike@crms.care

Subject: Cedarworks Custom Quote 1567378-1

CEDARWORKS
(800) 462-3327

Custom Design & Quote for TENDER CARE
MEDICAL SERVICES INC



Tender Care Facility Pictures

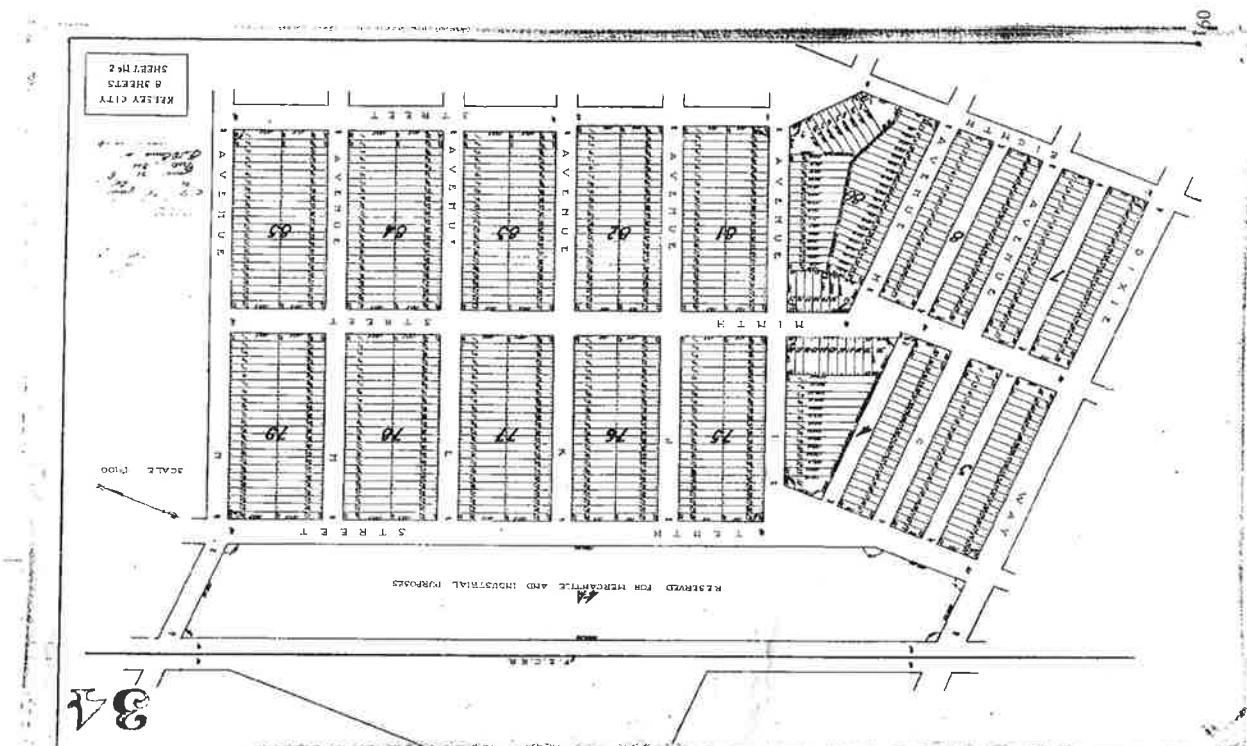




57



58



Release of Easement



1209
10:35 AM 7/4/86

RELEASE OF LIABILITY

KNOW ALL MEN BY THESE PRESENTS that SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, for and in consideration of One (\$1,000) Dollar, receipted hereby acknowledged, has released and warranted, and by these presents, released and warranted, right to an assignment on the following described property, where, lying and being in—Palm Beach County, Florida:

The Northwesterly 51' along the rear lot line of lots 26 thru 30 inclusives, and the Northerly 51' along the rear lot line of lots 19 thru 25 inclusives, all in Block 16, Elevation City, according to the plan thereof on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 8 page 17, Plat Book 9 page 1, formerly City now known as Lake Park.

It being the intent hereby to abandon the Public Utility Basement on the lots referred to above as such easements are set forth in Plat Book 8, Pages 15 & 34.

IN WITNESS WHEREOF, the corporation has had these presents signed and sealed by its Vice President, General Manager, and its corporate seal affixed thereto this 25 day of July 1986.

WITNESS,
Michael J. O'Brien
President and General Manager
Southern Bell Telephone and Telegraph Company
7/23/86
S.B.T. (USA)
State of Florida
County of David I
I hereby certify,
John C. Yocom,
that the foregoing instrument was executed under the laws of the state of New York, to witness to the person who signed the foregoing instrument as such officer acknowledged the signature thereof to be his free act and deed as such officer for the uses and purposes therein mentioned and that the said instrument is the act and deed of the said corporation.

Witness my signature and official seal at Jacksonville, Florida, the day and year last aforesaid.

John C. Yocom
Notary Public
My Commission Expires
July 24, 1987
State of Florida
No. 240000000000000000
Issued by American Notary Co., of N.Y.
10-2-86

Return to: Quinton C. Vrooman
626 Comeau Building
West Palm Beach, Fla.

Recorded in Official Record Books
of Palm Beach County, Florida
J. ALEX ANNETTE
CLERK OF CIRCUIT COURT



80

Seacoast Utilities Change of Use





4200 Hood Road
Palm Beach Gardens
FL 33410-2174

December 9, 2019

Drew Vermette
PO Box 5159
Spring Hill, FL 34611

Re: 1015 LP, LLC - 1015 10th Street, Lake Park, FL 33410
Account No's: 309002149, 309002157 F/L

Dear Mr. Vermette:

This letter is in response to your property questionnaire regarding the above referenced project. Should the accounts remain active this project is vested for 3/7/06 ERC's (water & sewer). Based on the information in your property questionnaire for the 101192 sf medical facility no additional connection fees are due. Please submit two (2) sets of plans for review. The plans will also need to show a dual backflow preventer will be installed at the meter. If fountains or irrigation are planned for this project, additional connection fees will be required.

Administration Fee:

The minimum Administration Fee for this project is \$ 900.00 and is due with plan submittal.

A general list of project requirements can be found on our website www.sua.com under Project Forms (Exhibit A - Project Documentation and Submittal Guidelines). Please call John Callaghan at 561 627-2900, ext. 1413 or email to jcallaghan@sua.com to schedule a pre-engineering meeting to discuss the particular items on this list and other aspects of your project prior to initiating any design work.

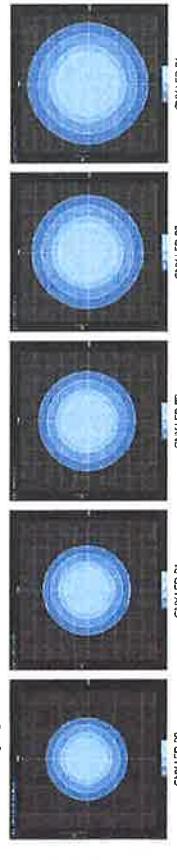
Sincerely,


SEACOAST UTILITY AUTHORITY
Jennifer Millete
Engineering Services Specialist

Photometric Diagrams

Fill photometric data report available within 2 weeks from request. Contact Acuity Tech Support.

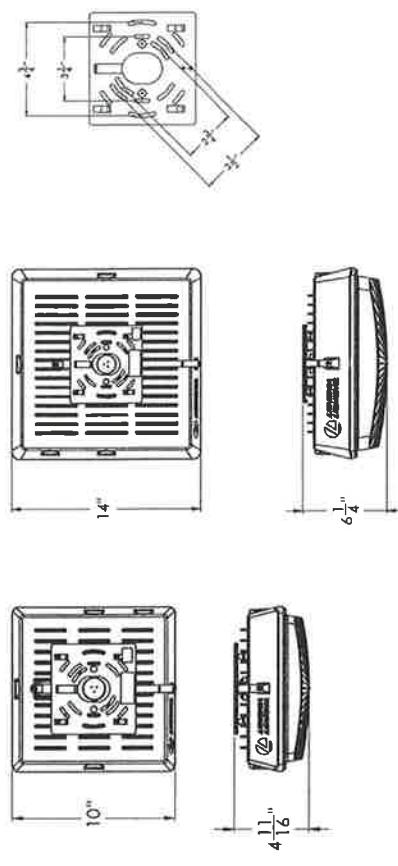
CNY LED - Mounting height = 10



Performance Data

Photometric Fluxes	Efficiency (%)	Input Power (Watts)	Output Power (Watts)
CNY LED P0	3,500	27W	130
CNY LED P1	4,500	35W	122
CNY LED P2	6,600	52W	128
CNY LED P3	11,000	86W	128
CNY LED P4	13,900	169W	128

Line-Art



LITHONIA
LIGHTING

One Lithonia Way • Conyers, Georgia 30012 • Phone 800.279.8041 •
© 2017-2019 Acuity Brands Lighting, Inc. All rights reserved

CNY LED
Rev. 08/07/19



Category	KAXW
Number	KAXW-LED-P-40K-R4-MVOLT-DWHDXO
Notes	1015 10th Street Lake Park FL
Type	Wall Packs

A+ Capable Luminaire

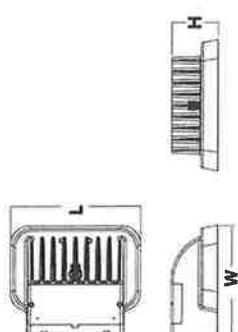
This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the Acuity Brands specification for chromatic consistency
- This luminaire is A+ Certified when ordered with DTL controls marked by a shaded background. DTL equipped luminaires meet the A+ specification for luminaire to Photosensor interoperability!

- This luminaire is part of an A+ Certified solution, for ROAM® or XPoint™ Wireless control networks, providing cut-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a shaded background.

To learn more about A+, visit www.acuitybrands.com/a-plus.

1. See ordering tree for details.



Specifications

Length:

14" (35.6 cm)

Width:

5" (12.7 cm)

Height:

5" (12.7 cm)

Weight (msd):

19.7 lbs (8.8 kg)

A+ Capable options indicated by this code background:

Ordering Information

KANW LED	P1	P1	40K	R4	MVOLT	Voltage:	Mounting:	Control Options:	Driver Options:	Finish (required)
KAXW-LED	P1	30K	300Wx	R3	Type 3	120V*	Shipped mounted (black) Surface mounting bracket	PER	Shipped mounted (black) Surface mounting bracket	DWB0 (dark beige)*
	P2	40K	400Wx	R4	Type 4	208	240	PER	PER (two-wire incandescent only) PER (four-wire dimming separately) PER (one-wire dimming only) PER (one-wire dimming separately)	DBW0 (black)*
	P3	50K	500Wx			277	347	PER	PER (one-wire dimming only) PER (one-wire dimming separately)	DBW0 (white)*
						480		PR	PR (one-wire dimming only) FAO (field adjustable output)*	DSW0 (white)
								FAO	FAO (factory)	DSW0 (black)
								PRB	PRB (one-wire dimming only)	DSW0 (black)
								PRTCV	PRTCV (one-wire dimming only)	DSW0 (white)
								PRTHCN	PRTHCN (one-wire dimming only)	DSW0 (white)
										DSW0 (white)

NOTES

1. MVOLT driver required on initial voltage from 120-277V (50/60 Hz).

2. Not available with P1 performance package. Max. weight 120, 277, or 500W options.

3. Also available with PER or PER option.

4. PER must be ordered and shipped as a separate line item from Acuity Brands Controls. See Accessories Information.

5. If ROAM® mode is selected, PER must be ordered and shipped as a separate line item from Acuity Brands Controls.

6. See Notes for the ROAM® and XPoint™ wireless control systems.

* For direct connection to a Photosensor or Microcontroller. Not available with PER or PER option.

** See Notes for the ROAM® and XPoint™ wireless control systems.

7. Not available with PER or PER option.

8. Also available as a separate accessory see accessories information.

9. Requires luminaire to be supplied with PER, PER-C, PER-CW, or PER-CW-C.

10. Also available as a separate accessory see accessories information.

11. Requires luminaire to be supplied with PER, PER-C, PER-CW, or PER-CW-C.

12. Order separately.

Accessories

Ordered as part of required fixture.

DL17P-1/8	Phantom™ SLU Series (1/8 DIN)
DL17P-1/4	Phantom™ SLU Series (1/4 DIN)
DL17P-1/2	Phantom™ SLU Series (1/2 DIN)
DL17P-1	Phantom™ SLU Series (1 DIN)
DL17P-2	Phantom™ SLU Series (2 DIN)

KAXW-LED
Rev. C2/11/19
Page 1 of 3

Performance Data

Linen Output

The following table lists the minimum and maximum values and their photometric tests performed in accordance with IESNA LM-TR-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by lighting fixture manufacturers.

Geometrical Parameter	Spiral Number	Spiral										Spiral										
		Radius	Angle																			
P1	25W	81	3.527	1	0	1	118	3.585	1	0	1	122	3.647	1	0	1	126	3.707	1	0	1	130
P2	45W	81	3.451	1	0	1	117	3.515	1	0	1	126	3.577	1	0	1	130	3.637	1	0	1	134
P3	75W	81	3.271	1	0	1	120	3.489	1	0	1	125	3.622	1	0	1	137	3.762	1	0	1	141
P4	19W	81	3.297	1	0	1	120	3.489	1	0	1	124	3.585	1	0	1	122	3.685	1	0	1	126
P5	44W	81	3.527	1	0	1	120	3.489	2	0	2	120	3.681	2	0	2	125	3.781	2	0	2	129
P6	75W	81	3.451	1	0	1	120	3.489	2	0	2	125	3.681	2	0	2	122	3.781	2	0	2	126
P7	19W	81	3.271	1	0	1	120	3.489	2	0	2	124	3.681	2	0	2	122	3.781	2	0	2	126
P8	44W	81	3.297	1	0	1	120	3.489	2	0	2	125	3.681	2	0	2	122	3.781	2	0	2	126

Ummen Ambient Temperature

LAT Multipliers LAT multipliers increase the output current of the LED array. The number of times the output current is increased is called the LAT multiplier.

Sektorale Wirtschaftsentwicklung		Temperatursteigerung		
	Wirtschaft	P1	P2	P3
Wirtschaft	100	100	100	100
Wirtschaft	100	100	100	100
Wirtschaft	100	100	100	100

Electrical load

		$\langle \tau_{\text{D}} \rangle$	$\langle \tau_{\text{C}} \rangle$	$\langle \tau_{\text{P}} \rangle$	$\langle \tau_{\text{S}} \rangle$	$\langle \tau_{\text{R}} \rangle$	$\langle \tau_{\text{A}} \rangle$
Systematic	0.248	0.144	0.118	0.114	0.114	0.114	0.114
Statistical	2890	2100	2500	2500	2500	2500	2500
Total	0.2416	0.1444	0.1134	0.1134	0.1134	0.1134	0.1134
Systematic	4949	4949	4949	4949	4949	4949	4949
Statistical	2700	2700	2700	2700	2700	2700	2700
Total	0.2348	0.1324	0.1124	0.1124	0.1124	0.1124	0.1124

Integrated LED Human Maintenance

Objetivo LED Lumen Maintenance	100,000
Actual Lumen Maintenance	25,000
Estimated Remaining Life	> 6.94

APER Table

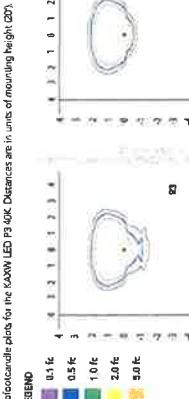
PER table		PER (3 wires)	
Control	3 wires	PER (3 wires)	PER (3 wires)
PER (number by length)	✓	✓	✓
PER (all)	✗	✗	✗
PER (length > 100)	✗	✗	✗
PER (length < 100)	✗	✗	✗
PER (length > 100) and PER (length < 100)	✗	✗	✗
PER (length > 100) or PER (length < 100)	✗	✗	✗
PER (length > 100) and PER (length < 100) and PER (all)	✗	✗	✗
PER (length > 100) or PER (length < 100) or PER (all)	✗	✗	✗
PER (length > 100) and PER (length < 100) and PER (number by length)	✗	✗	✗
PER (length > 100) or PER (length < 100) or PER (number by length)	✗	✗	✗

△ 電子書

LITHONIA
LIGHTING

Photometric Diagrams

To see complete photometric reports or download IES files for this product, visit [Ultronia Lighting's IES/NV Site](#).



FEATURES & SPECIFICATIONS

INTENDED USE

This feature-rich luminaire embodies the highest level of functionality with extraordinary efficiency which maximizes your application efficiency, providing tight levels of light to minimal cost specifically for building-mounted doorway and pathway illumination on nearly any type of fixture.

CONSTRUCTION

The die-cast aluminum housing has integral heat sinks and fins to optimize thermal management through conductive and convective cooling. This modular design allows for ease of maintenance and future light engine upgrades. The LED driver is installed in a separate compartment to reduce heat transfer to the optics and lens. The driver can be easily removed for service or replacement. The housing can completely seal off against dust and environmental contaminants and pests.

Electrical cords are protected by a standard Sure-Dashel TIGC harness cord. A tightly controlled multi-strand process ensures a minimum cord thickness for a finish that can withstand extreme climatic changes without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS

Individually formed acrylic lenses are engineered for warmer application efficiency which maximizes the light in the areas where it is most needed. Light engines are available in 3000 K, 4000 K, or 5000 K temperatures in PCO configurations. The KAWN has zero light spill and qualifies as a negative threshold product, meaning it is compliant with the LEED® and Green Globes® controls eliminating wasteful lighting.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and provide long life up to 100,000 hours. Class 1 electronic driver is air designed to have a power factor >0.9%, THD <20%, and an expected life of 100,000 hours.

INSTALLATION

Included wall mounting facilitates a quick and easy installation. Mounting posts, where a 100-hour cult fit is fresh. Optional EMT listed junction boxes and HEMA 1.5" or 2" per test lock photocopies available are also available.

LIGHTING

CSA Listed for wet locations. Light engines and electrical components are IP66 rated. Rated for temperatures as low as -40°C minimum ambient.

Design lights. Creechum™ DLC qualified products. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Product List at www.led-lit.com/dlc-qualified-products/.

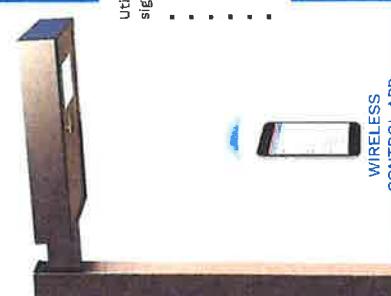
WARRANTY

Notice: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

FIRSTLIGHT TECHNOLOGIES

SOLAR LED INTEGRATED COMMERCIAL AREA LIGHT		SCL2 Series	
Project:	1015 10th Street Lake Park, FL	LED and Optics:	100,000 hour L70 lifetime Warm (3000K) and neutral (4500K) white color temperatures available High efficiency Type 2, 3, 4 and 5 full cut-off optics
Type:	SCL2-SPLMS-DK-T4-NW-09	Mechanical Construction:	Typical lumen output from 2250 to 2830 lumens Extruded and formed, low copper aluminum enclosure and mounting arm Stainless fasteners with security fastener option Architectural grade, super durable, GIC powder coat Four standard colors with custom colors available
Quantity:		Factory Set Lighting Profiles:	11 standard duration profiles available Real-time lighting profile options available See lighting profile sheet for all options Lighting profiles and motion sensing options are field configurable with app Motion sensing capabilities optimise Performance based on usage

WIRELESS CONTROL APP



The SCL2 Series solar LED luminaire is a great fit for commercial, parking lot, recreational bikeway/pathway and public space lighting applications. The self-contained, unobtrusive design integrates its solar power adaptive control and LED technologies into a compact and efficient form, with robust construction, and unequalled performance. The SCL2 series is an excellent fit whenever cost effective, full cutoff lighting is required.

Utilizing solar power and LEDs, the SCL2 series is completely self-contained and offers significant benefits:

- Cost effective design ships fully assembled and installs in minutes
- Smart Connect provides wireless control & communication with your light
- Low installation cost and minimal site impact with no trenching, cabling or wiring
- Minimal ongoing costs with no electrical bills or bulbs to change
- Operates entirely independent from the grid and is immune to power outages
- A sustainable choice without recurring carbon emissions

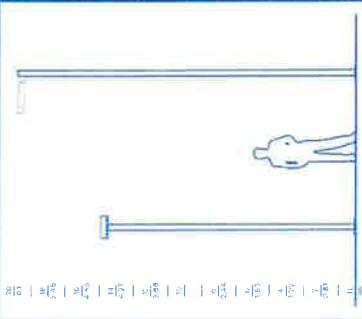
All our solar powered lights are enabled by our innovative solar lighting controller (SLC). The SLC in each light is self-learning® and allows the lights to proactively adapt to their surroundings, providing an unsurpassed level of lighting performance and reliability.

TECHNICAL SPECIFICATIONS

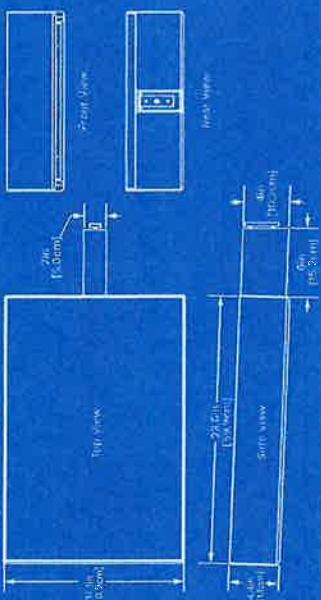
Solar Module:	High-efficiency monocrystalline cells inconspicuously integrated into the top of luminaire Used for day/night detection (no photocell required)	LEDs and Optics:	100,000 hour L70 lifetime Warm (3000K) and neutral (4500K) white color temperatures available High efficiency Type 2, 3, 4 and 5 full cut-off optics
Solar Lighting Controller (SLC):	High-efficiency, temperature compensated maximum power point tracking (MPPT) Micro-controller based technology Includes high-efficiency LED driver Integrated into luminaire housing Multiyear data logging Designed to automatically and adaptively manage lighting performance based on environmental conditions and lighting requirements Patent Pending	Mechanical Construction:	Typical lumen output from 2250 to 2830 lumens Extruded and formed, low copper aluminum enclosure and mounting arm Stainless fasteners with security fastener option Architectural grade, super durable, GIC powder coat Four standard colors with custom colors available
Battery:	High performance lithium (LiFePo ₄) Exceptional 8 – 10 year life cycle High temperature tolerance Contained within luminaire housing Designed for easy battery changes when required	Factory Set Lighting Profiles:	11 standard duration profiles available Real-time lighting profile options available See lighting profile sheet for all options Lighting profiles and motion sensing options are field configurable with app Motion sensing capabilities optimise Performance based on usage
Wireless Controls:	Bluetooth low energy interface with iOS app Provide configuration and control of lighting profiles Adjustment over dusk and dawn thresholds		Bluetooth low energy interface with iOS app Provide configuration and control of lighting profiles Adjustment over dusk and dawn thresholds

SCL2 Series

SOLAR LED INTEGRATED COMMERCIAL AREA LIGHT

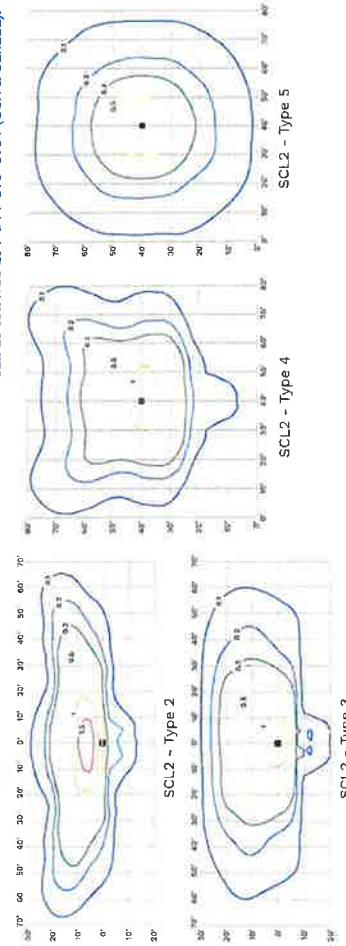


EIA/C-UL/Int'l (O.0.0.0.0) | Weight: 94 lbs (15.4kg) including battery



EIA/C-UL/Int'l (O.0.0.0.0) | Weight: 94 lbs (15.4kg) including battery

PHOTOMETRICS (IES files available on request)



SCL2 - Type 3

ORDER MATRIX

Series	Mounting	Finish	Distribution	LED Color	Lighting Profiles (See Profile Sheet)	Options
SCL2	SPM8 - Side Pole Mount Square	BK - Black	T2 - Type 2	WW - 3000K	00 - Dusk till dawn	SEC - Security Fasteners
	SPMR - Side Pole Mount Round	BZ - Bronze	T3 - Type 3	NW - 4500K	00 - On at dusk, 10% for 3 hours, dim to 30%, brighten to 100% grad. low brightness down, off at dawn (DEA/LD)	MBO - Motion Sense Off
	NMINT - No Mount	SV - Silver	T4 - Type 4		TX000 - On at dusk until time between 1800 & 0600 X = 0 (off) or D (dim) 0000 = time to dim or turn off.	
		WH - White	TB - Type 5			

- = Illuminates 25' radius at 20' height using 100W equivalent LED.
- All SCL2 series in 2020 come with 1 year warranty, subject to normal wear and tear, normal usage and correct installation.
- In compliance with RoHS Directive 2011/65/EU.
- Latitude: 45°N to 45°S. Higher latitude, higher lighting profile.
- Maximum current: 1.15A at 12V.
- Electrical connection: M12 plug with cable.

First Light Technologies Ltd



RoHS



lighting facts



WEEE

www.firstlighttechnologies.com

info@firstlighttechnologies.com

+1 844-279-8751

**LEGAL NOTICE OF PUBLIC HEARING
REQUEST FOR SPECIAL EXCEPTION
TOWN OF LAKE PARK, FLORIDA**

Please take notice and be advised that the Town of Lake Park has received a request for Special Exception submitted by Tender Care Centers Inc. for a Prescribed Pediatric Extended Care Facility to be located at 1015 10th Street, Lake Park, Florida. (PCN: 36-43-42-20-01-076-0190) Said facility will provide outpatient pediatric physical rehabilitation, and be considered as a medical clinic, pursuant to Town Code section 78-71 (2) d, under "special exception uses", in the C-I Business District.

Public Hearings to consider the Special Exception request will be held as follows:

The Planning and Zoning Board will hold a Public Hearing on **Monday, January 6, 2020**, at 6:30 p.m. or as soon thereafter as can be heard.

The Town Commission will hold a Quasi-Judicial Public Hearing on **Wednesday, February 5, 2020**, at 6:30 p.m. or as soon after as the matter can be heard.

All meetings will be held in the Lake Park Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, 33403.

If a person decides to appeal any decision made by any of the Planning and Zoning Boards or the Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Records relating to the item may be inspected by visiting the Community Development Department at Town Hall (535 Park Ave.) For additional information, please contact Vivian Mendez, Town Clerk at 561-881-3311.

Town Clerk: Vivian Mendez

PUB: The Palm Beach Post – Friday, December 27, 2019



Community
Development
Department

Notification of Public Hearings

December 23, 2019

Dear Property Owner:

You are receiving this Notice of Public Hearings because you are the legal owner of record for of a parcel that is within three hundred (300) feet of the property for which a Special Exception has been requested, and a certified notice is required pursuant to Town Code.

Should you wish to attend the meetings to comment on the application please take note of the date, time, and location. If you do not wish to attend the meetings and do not have any comments, you may disregard this notice.

SPECIAL EXCEPTION – AGENDA ITEM

Please take notice and be advised that the Town of Lake Park has received a request for Special Exception submitted by Tender Care Centers Inc. for a Prescribed Pediatric Extended Care Facility to be located at 1015 10th Street, Lake Park, Florida. (PCN: 36-43-42-20-01-076-0190) Said facility will provide outpatient pediatric physical rehabilitation. Use will be considered as a medical clinic, pursuant to Town Code section 167 78-71 (2) d, under “special exception uses”, in the C-1 Business District.

PUBLIC HEARINGS

Public Hearings to consider the Special Exception request will be held as follows:

The Planning and Zoning Board will hold a Public Hearing on Monday, January 6, at 6:30 p.m. or as soon thereafter as can be heard.

The Town Commission will hold a Quasi-Judicial Public Hearing on February 5, 2020 at 6:30 p.m. or as soon after as the matter can be heard.

All meetings will be held in the Lake Park Town Commission Chambers at Town Hall, located at 535 Park Avenue, Lake Park, Florida, 33403.

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3318
Fax: (561) 881-3323

www.lakeparkflorida.gov



Community
Development
Department



LOCATION MAP

If a person decides to appeal any decision made by the Planning & Zoning Board or Town Commission with respect to any hearing, they will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

For additional information, or to review any documents related to the proposal described herein, please visit the Community Development Department at 535 Park Avenue, Lake Park, FL 33403, or contact the Planner, Karen Golonka at 561-881-3320 or kgolonka@lakeparkflorida.gov.

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3318
Fax: (561) 881-3323