

Project Narrative and Justification Statement
Blue Heron Commercial Plaza
Submitted June 15, 2018

Applicant, BLP Blue Heron LLC, is the owner of the 3.59 acre property on the north side of Blue Heron Boulevard, located east of R.J. Hendley Avenue (the “Property.”) It is the goal of the applicant to develop the Property with first-class retail, restaurant and professional office uses, providing an opportunity for small businesses to operate within the City of Riviera Beach. Applicant’s vision is to include an urgent care medical office, space for restaurants and cafes, retail stores, and small business offices.

Due to the long and shallow nature of the Property, it has sat vacant for decades. This is unfortunate in light of its prominent position along the Blue Heron Boulevard gateway between I-95 and the City’s downtown and waterfront. With the adoption of the new City’s new Arterial Design Standards, this project will be at the forefront of new development along this corridor, acting as a spark for further development. The modern and refined design by prominent local architects Glidden-Spina + Partners will be a model for future commercial projects and will immediately improve the value and tax base for the City.

Requested Approvals

I. Small-scale Land Use Amendment and Rezoning

The Property currently has a future land use designation of “Office” and is zoned “Office Professional” (“OP”). These designations would allow some of the uses anticipated, but unnecessarily limits the type of businesses that could benefit from this location.

Applicant would like to request a small-scale land use change from Office to Commercial, and a rezoning from the OP district to General Commercial - CG. These designations will allow the medical office use, along with the community serving retail, restaurant and office uses anticipated for this site.

II. Site Plan Approval

Applicant approval of the proposed site plan, landscape plan and architectural design. All zoning regulations under the CG code are met by the proposed site plan.

III. Piping, Paving and Parking License

Applicant is seeking a license agreement from the City of Riviera Beach to allow for piping, paving and parking over the drainage swale that lies north of the Property. The site is extremely shallow along its length, a fact that has long prevented development here. However there is a 40-foot wide drainage swale along the entire north property line (See **Exhibit 1** – Aerial and, **Exhibit 2** - Plat).

Applicant’s consultants have surveyed the swale, prepared a preliminary engineering plan, and received a cost estimate for the construction of the drainage facility (**Exhibit 3** – Cost Estimate). In order to permit the fruitful development of this site, and all of the benefits that would accrue to the City, a license agreement is being sought for the area of the drainage swale. (**Exhibit 4** – Draft Piping, Paving & Parking agreement). Under this agreement the Applicant will be responsible for all costs involving the installation of the drainage facilities, paving, landscaping, and a 6-foot high masonry privacy wall along the north side.

Justification Statement

A. Small-Scale Land Use Amendment to Commercial

The Property qualifies as a “small scale” development amendment per the requirements of Florida Statute §163.3187:

- The Property is under 10 acres in size.
- The City staff has indicated that the annual city-wide cumulative 120 acre threshold has not been exceeded.
- There is no text change to the plan, but only a request for site-specific small scale development activity.
- The Property is not in an area of critical state concern.

This request is to amend the land use district for the property from “Office” to “Commercial”. The site is vacant, and there are no office developments surrounding the site or in close proximity. To the west, across R J Hendley Ave., is a parcel that has the Office designation, however the zoning there is “RM-15, Multiple Family Dwelling District,” and in fact there is a multi-family development on the site. The property to the east is also developed as multi-family housing.

South of the site, along Blue Heron Boulevard, is an area designated as Commercial, to a depth similar to what is contemplated on the Property. The Commercial designation is repeated again all along the Blue Heron Boulevard corridor, reflecting the nature of this major thoroughfare and gateway to the City. The requested land use change will be consistent with the needs of the community, is consistent with the surrounding land uses, and will promote the sensible development of the site.

Comprehensive Plan Policy 1.2.21(6) states: “The Blue Heron Corridor is the primary entrance to downtown and Singer Island. This corridor will accommodate mid-rise mixed-use development. Buildings must be placed on their sites in a manner that improves the pedestrian environment on the corridor.”

The proposed land use change to Commercial will promote the Plans goal of mixed-use development. As the site plan and architectural elevations show, the buildings will front along Blue Heron boulevard promoting pedestrian access and amenities.

Plan Policy 1.8.1 states that the Commercial land use designation is for, “Uses predominantly connected with the sale, rental or consumption of products, or performances of professional or non-professional services.” Accordingly, the proposed mix of uses anticipated by this land use is directly in line the Plans goals for the Blue Heron corridor.

B. Rezoning to General Commercial

Along with the amendment to the Commercial land use district, Applicant seeks a concurrent rezoning to the consistent designation of General Commercial (“CG”).

The City’s zoning code states that the CG district is intended to:

“promote uses developed for retail and service needs of the entire community. This district includes uses usually associated with central business areas and shopping facilities which are ordinarily compatible with residential uses and do not involve any heavy machinery which will cause vibrations to the adjoining properties, create or emit noise, dust, odor, or noxious or toxic gas.” (§31-321).

The proposed rezoning to CG will fulfill this goal of the City’s code, allowing for a mix of uses that will benefit the surrounding neighbors and citizens, without creating any negative impacts.

The Property meets the City’s dimensional requirements for a CG property:

- Minimum size: 10,000 sq. ft. (Site contains 156,422 sq. ft.)
- Minimum Property Width: 100 feet (Site is over 1,400 feet wide)

In addition, all setbacks, building height limitations, parking, and landscape requirements will be complied with.

The CG district zoning code also states that a six-foot high masonry or concrete wall may be necessary if required by the planning board and City council. The Applicant has already agreed that this wall will be provided, giving the residents to the north added privacy, security, and a buffer from the noise of Blue Heron Boulevard.

The proposed CG district is consistent with the property immediately to the south along Blue Heron, which currently is zoned CG. There are also several CG districts along Blue Heron, reflecting its status as one of the major east-west corridors and the gateway to the downtown area and waterfront. The CG district will allow for the sensible and compatible development of this long-vacant site. In addition, Applicant believes this project will spur further development and re-development along the Blue Heron corridor.

C. Site Plan Approval

Submitted with this application is the proposed site plan and architectural elevations. As shown on the plans, the configuration of the development will consist of 5 buildings, interspersed with access aisles, sidewalks, parking and landscape areas. This arrangement allows for greater flexibility, improved pedestrian circulation, and creates the opportunity for additional landscaping throughout

the site. Three driveways provide ease of access to each of the buildings, and disperses the traffic to prevent any congestion along Blue Heron Boulevard. Adequate parking is provided, while emphasizing the pedestrian access and amenities. Lush landscaping exceeds code requirements, and a 15-foot landscape buffer runs along all property lines and Blue Heron Boulevard.

As suggested by the CG zoning code, a concrete or masonry wall will run along the entire northern property line, adjacent to the 15-foot landscape buffer, to provide the adjacent residents privacy, security and a noise and sound barrier from Blue Heron Boulevard. The proposed site plan will have virtually no negative impacts on the surrounding residents. At the west end of the site a dry detention area will provide additional open space and attenuate any stormwater impacts.

The site plan and landscaping have also been designed in reference to the new Principal Arterial Design Standards. With the buildings providing a strong urban frontage, meandering sidewalks and improved landscaping, the project will serve as a model for future development along Blue Heron Boulevard.

D. Piping, Paving and Parking License Request

Applicant requests that the City enter into a license agreement to allow for the piping, paving, and parking over the 40' drainage swale along the north property line. As discussed above, the Property is exceedingly shallow, making it difficult, if not impossible, to develop for office or commercial uses. In meetings with City staff it was pointed out to us that several properties to the east of the Property, on both sides of Avenue O, were able to convert the drainage swale to a piped configuration. It was suggested that a similar arrangement might be feasible at our site.

Applicant subsequently had a survey prepared of the drainage swale, including elevations, banks, and volume calculations. This survey revealed that nearly half of the drainage ditch overlapped onto the Property, creating a significant impingement of the Applicant's property rights. It is clear that for ANY development to occur on the site, the drainage ditch would at the very least have to be relocated off of the Property.

Using the survey information, Applicant secured the services of Simmons & White civil engineers to assess the survey and the site and to design a system to pipe the drainage along the property boundary. Simmons and White prepared conceptual piping plans and contacted several site contractors for a bid. The lowest bid received was for nearly \$600k, a reflection of the significant length of the property, and the necessary scale of the piping to be installed.

Applicant will agree to pay for all costs associated with the piping, paving, landscaping, construction of the privacy wall, and all ongoing maintenance for the same. The City will be granted enforcement powers to insure that the drainage system is maintained at all times in the future and that the capacity of the system is in no way reduced. In return, by agreeing to the license, City will create an opportunity for the development of this parcel that has long sat vacant due to its unusual configuration.

Conclusion

Applicant seeks the opportunity to bring a vibrant, first-class, retail and office establishment to the Blue Heron Boulevard corridor. This project will serve as a model for future development along Blue Heron and contribute to the beautification of this entryway into the City's downtown and waterfront. We hope the City's staff, board members, and elected leaders will act as partners in making this vision happen for the benefit of the entire community.



-  Subject Property
-  Portion of Canal Previously Filled

Exhibit 1
Aerial of Subject Property

42

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 This Plat was filed for record at 11:59 A.M.
 this 27th day of SEPT.
 1961, and duly recorded in Plat Book No.
 27 on pages 42, 43 & 44
 J. ALEX ARNETTE, Clerk/Circuit Court
 By Beulah M. DeB... C.

PLAT NO. 2
LEWIS TERMINALS
 RIVIERA BEACH, FLORIDA
 IN SECTIONS 29 AND 32, TWP. 42 S., RGE. 43 E.
 PALM BEACH COUNTY, FLORIDA
 IN 3 SHEETS SHEET NO. 1

Being a Replot of Part of Lots 6 and 7, William Taylor's Subdivision, recorded in Plat Book 5, Page 67,
 Public Records of Palm Beach County, Florida, and other lands.

This is not a certified copy

STATE OF ILLINOIS
 COUNTY OF COOK

KNOW ALL MEN BY THESE PRESENTS, that LEWIS TERMINALS, INC., a Corporation organized under the laws of the State of Illinois and duly authorized to transact business in the State of Florida, the owner of the tract of land lying and being in Sections 29 and 32, Township 42 South, Range 43 East, Palm Beach County, Florida, shown hereon as PLAT NO. 2, LEWIS TERMINALS, and more particularly described as follows, to wit:

All that part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 29 lying south of Monroe Heights according to the plat thereof recorded in Plat Book II, Page 68, Public Records of Palm Beach County, Florida, and west of Plat No. 1, Lewis Terminals according to the plat thereof recorded in Plat Book 25, Pages 63, 64 and 65. LESS Parcels marked NOT INCLUDED.
 SUBJECT to existing Rights of Way and Easements of Record.

AND
 All that part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 29 lying south of Monroe Heights according to the plat thereof recorded in Plat Book II, Page 68, Public Records of Palm Beach County, Florida. SUBJECT to existing Rights of Way and Easements of Record.

AND
 All that part of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of said Section 32 lying west of Plat No. 1, Lewis Terminals, according to the plat thereof recorded in Plat Book 25, Pages 63, 64 and 65. LESS Parcel marked NOT INCLUDED.
 SUBJECT to existing Rights of Way and Easements of Record.

AND
 All that part of the North Three Quarters (N 3/4) of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) of said Section 32, lying west of said Plat No. 1, Lewis Terminals. LESS Parcels marked NOT INCLUDED.
 SUBJECT to existing Rights of Way and Easements of Record.

AND
 All of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of said Section 32. LESS Parcels marked NOT INCLUDED.
 SUBJECT to existing Rights of Way and Easements of Record.

AND
 All of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 32. LESS Parcels marked NOT INCLUDED.
 SUBJECT to existing Rights of Way and Easements of Record.

AND
 The North 100 feet of the South 400 feet of Lots 6 and 7, William Taylor's Subdivision, recorded in Plat Book 5, Page 67, Public Records of Palm Beach County, Florida. (This Parcel recorded as acreage in O.R.N. 201, Pg 368) has caused the same to be surveyed and platted as shown hereon, and does hereby dedicate to the perpetual use of the public, as public highways and waterways, the Boulevard, Avenues, Streets and Canals shown hereon, and the use of the Easements for the construction and maintenance of Public Utilities and/or Drainage purposes, but retaining unto itself, its successors, assigns or legal representatives, the Railroad Right of Ways and Tracts B-1, B-2, B-3 and B-4 as shown on the attached plat.

AND FURTHERMORE, the said Corporation does hereby grant to the perpetual use of the public, an Easement in, over and across said Tracts B-1 to B-4, inclusive, for Road and Canal purposes, said Easements and the use thereof by the public being always subject to and consistent with the reserved prior right of the owner, or owners, from time to time of said Railroad Right-of-Ways or any licensee of such owner, or owners, to use said Tracts B-1 to B-4, inclusive, for rail and railroad purposes.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its President and attested by its Secretary and its corporate seal to be affixed hereto by and with the authority of its Board of Directors, this 5th day of September, A.D. 1961.

LEWIS TERMINALS, INC.
 Attest: Charles Dalton Secretary By: Harold C. Bull President

STATE OF ILLINOIS
 COUNTY OF COOK

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, HAROLD C. BULL and CHARLES C. DALTON, President and Secretary, respectively, of LEWIS TERMINALS, INC., a Corporation, to me well known and known to me to be the individuals described in, and who executed the foregoing dedication, and they acknowledged before me that they executed the same as such officers of said Corporation, by and with the authority of its Board of Directors for the purposes therein expressed, and that their act and deed was the act and deed of said Corporation.
 WITNESS my hand and official seal of Chicago, County of Cook and State of Illinois, this 5th day of September, A.D. 1961.

Robert M. Kilduff
 Notary Public

My Commission expires: July 26, 1963

STATE OF FLORIDA
 COUNTY OF PALM BEACH

I HEREBY CERTIFY, that the plat shown hereon is a true and correct representation of a survey, made under my direction, of the herein described property, and that said survey is accurate to the best of my knowledge and belief, and that permanent reference monuments (P.R.M.) have been placed as required by law.

Wayne G. Burdick
 Registered Land Surveyor
 Florida Certificate No. 831

Subscribed and sworn to before me this 30th day of August, A.D. 1961

John J. Hester
 Notary Public

My Commission expires: August 7, 1965

NOTE

All Bearings shown hereon refer to an assumed bearing of East-West of the South line of Block 3, Monroe Heights, according to the plat thereof recorded in Plat Book II, Page 68.

Permanent Reference Monuments shown thus:

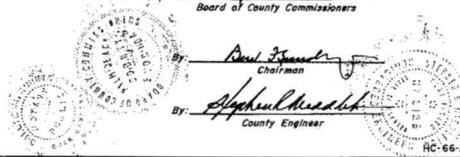
Approved: September 22, A.D. 1961
 Board of County Commissioners

By: Paul Spencer
 Chairman

By: Appalachian
 County Engineer



Approved: 8-31, A.D. 1961
 City of Riviera Beach, Florida
 By: H.P. Knight
 Mayor



| | | |
|---|-------------------------------------|--------------------------|
| BROCKWAY, WEBER & BROCKWAY ENGINEERS, INCORPORATED WEST PALM BEACH, FLORIDA | | |
| PLAT NO. 2 LEWIS TERMINALS IN 3 SHEETS SHEET NO. 1 | | |
| FILED: OFFICE: J.L.B. DATE BY: M.G.B. | SCALE: 1" = 200' DATE: JUNE 1961 | Drawn By: Checked By: |

EXHIBIT
 2



DEEVAN INCORPORATED
UNDERGROUND UTILITY CONTRACTORS
WATER • SEWER • DRAINAGE

August 24, 2017

Simmons & White, Inc.
Attn: Lauren Casarus
2581 Metrocentre Boulevard, Ste 3
West Palm Beach, FL 33407

RE: West Blue Heron Boulevard, Riviera Beach

STORM DRAINAGE:

- 3 - 8' diameter JC inlet with USF 6210
- 1,380 - 60" x 80" ECAP
- 1 - 60" x 80" precast endwall
- 4,000 CY - Clean fill to top of pipe

Note: All storm structures will be cleaned at time of installation and covered with a filter cloth barrier. Damage or removal of barrier will result in debris infiltration and all costs incurred for additional cleaning will be the responsibility of the general contractor.

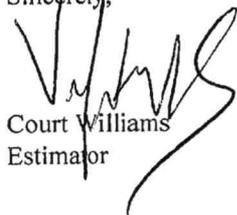
TOTAL: \$ 595,300.00

Prices do not include: Survey; as-builts; permits; payment and performance bonds; density tests; removal or replacement of unsuitable soils or materials (rock, muck, trash, etc.); removal and disposal of any asbestos materials; removal of excess fill; dewatering permits or any fines and/or fees associated with dewatering; damage to unmarked and/or improperly marked existing utilities or irrigation systems; removal, restraint, or relocation of existing utilities or utility poles; irrigation systems; asphalt; concrete or landscape restoration; fire line; electric work for lift station including mounting of control panel; TV of lines; deflection gauge testing.

Price are subject to change after 30 days from proposal date.

Thank you for giving us the opportunity to provide you with this quotation. We look forward to discussing this project with you in detail.

Sincerely,



Court Williams
Estimator

1450 Kinetic Road • Lake Park, Florida 33403
Phone (561) 844-5518 • Fax (561) 844-5641

EXHIBIT 3

PIPING, PAVING & PARKING LICENSE AGREEMENT

THIS AGREEMENT executed this ____ day of _____, 2018 by and between the **CITY OF RIVIERA BEACH**, a Florida municipality, whose mailing address is 600 West Blue Heron Blvd., Riviera Beach, Florida 33404, hereinafter referred to as “City” and **BLP BLUE HERON LLC**, a Florida limited liability company, whose mailing address is 7741 N Military Trail, Suite 1, Palm Beach Gardens, FL 33410, hereinafter referred to as “Licensee”; and

WHEREAS, Licensee is the owner of that certain property located in the City of Riviera Beach, hereinafter referred to as “Property”, more particularly described in Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, City maintains and controls certain right, title or interest in the drainage Canal right of way, hereinafter referred to as “Canal”, abutting and contiguous to the Property; and

WHEREAS, it is in the interest of the City to encourage the development of the Property to generate business and employment opportunities for the citizens of the City, and to enhance the City’s tax base; and

WHEREAS, Licensee has requested that the City hereby license and permit Licensee to utilize a portion of the Canal, hereinafter referred to as “License Area,” as described on Exhibit “B,” to locate, place, construct, maintain piping, pavement and other infrastructure to permit vehicular circulation, parking, landscaping and lighting, hereinafter referred to as the “Improvements.”

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable considerations, received by each party from the other, it is hereby agreed as follows:

1. The above recitals are true and correct, and are incorporated into this License Agreement.
2. The City does hereby license and permit Licensee to pipe a portion of City’s Canal within the License Area for installation of the Improvements, and the maintenance of same, as shown on Exhibit “B”, for as long as Licensee is in compliance with the terms of this License Agreement.
3. The City’s Canal within the License Area shall be piped by Licensee within one year from the date of this License Agreement, all costs associated with the installation shall be paid by the Licensee without recourse to the City. Two one-year extensions may be granted by the City Manager or his designee, upon demonstration of good cause for delay.

4. Licensee shall submit all plans to the City's engineering and building departments for review and approval. Licensee shall be responsible for all fees associated with the review and inspection of the installation of the Improvements
5. Licensee agrees to maintain the installed pipe and its headwalls, and pay all expenses there involved so as to provide at all times that the condition of the pipe remains suitable to facilitate the free flow of water through the pipe and further to maintain and keep said improvements in a good, safe usable condition and also to keep the improvements in compliance with the approved engineering plans and to perform all acts of maintenance that the City may reasonably require in writing. All costs of such maintenance to be the responsibility of the Licensee without recourse to the City.
6. In the event Licensee fails to initiate any required maintenance within thirty (30) days after written notice from the City demanding same, unless otherwise extended, this License shall automatically be voided and all rights hereunder shall be deemed released, and the City shall have the authority to restore the Property as an open Canal and shall have the right to reclaim ownership of any pipe salvage. The expenses thereby reasonably incurred shall become a lien, effective upon filing said lien, against the Property, and shall be enforceable and collectable in accordance with the laws of the State of Florida. Licensee acknowledges that by the removal of the parking spaces, the subject site may become non-conforming and Licensee assumes all risks associated therewith and Licensee releases, indemnifies and holds harmless the City for the removal of the parking spaces and the resulting non-conforming use of the site.
7. Licensee agrees to indemnify and hold the City harmless of and from any and all liability which the City may or could sustain as a result of or emanating out of the piping and usage of its Canal right-of-way, the same including, but not limited to damage or injury to the actual culvert, parking, landscaping, and lighting, or to the public's use thereof.
8. City retains the right to enter the License Area for any and all purposes consistent with its authority. Licensee shall hold the City harmless for any and all damages that may be caused by the City to paving, landscaping, and lighting in the proper exercise of its responsibilities and obligations of maintenance of its drainage system.
9. Licensee shall insure the City against any and all liabilities by a general liability policy naming the City of Riviera Beach as an additional named insured in the amount of ONE MILLION (\$1,000,000.00) DOLLARS, and that such insurance policy shall be kept in full force and effect during the term of this License Agreement and the expenses of same shall be borne by Licensee or its successors and / or assigns. Proof of such coverage shall be delivered to the City annually.

10. This License Agreement, unless terminated due to default by Licensee of the terms and conditions as provided herein, shall be perpetual. All successors and assigns of Licensee shall be approved by the City, approval of which shall not be unreasonably withheld. All assigns or successor to Licensee will be required to execute an assignment of this Agreement in a form acceptable to the City.
11. The parties hereby agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things, which may be convenient to more effectively and completely carry out the intentions of this License Agreement.
12. Except as modified herein, this License Agreement shall be subject to all applicable provisions of law. A copy of this License Agreement shall be recorded with the Clerk of the Circuit Court of Palm Beach County, Florida.
13. All notices required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail – Return Receipt Requested, postage prepaid, to the party upon whom such notice is to be given at the following addresses:

Licensee:

BLP BLUE HERON LLC

c/o: Stuart Hankin

7741 N Military Trail, Suite 1

Palm Beach Gardens, FL 33410

City:

City of Riviera Beach

Attn.: City Attorney's Office

600 West Blue Heron Blvd.,

Riviera Beach, Florida 33404

IN WITNESS WHERE OF, the parties have hereunto executed this License Agreement the day and year first above written.

(Remainder of page left intentionally blank. Signature pages to follow.)

Insert Signature Pages Here

Exhibit A

Licensee's Property – Legal Description

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Plat No. 3 of the Subdivision of Part of the South 115 feet of the North 155 feet of Plat No. 2, Lewis Terminals, according to the plat thereof as recorded in Plat Book 28, Page 99, Public Records of Palm Beach County, Florida.

Exhibit A

License Area – Legal Description

The portion of the 40' Canal R/W, as shown on Plat No. 2, Lewis Terminals, according to the plat thereof as recorded in Plat Book 27, Page 42 lying North of, and immediately adjacent to the following described parcel of land:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Plat No. 3 of the Subdivision of Part of the South 115 feet of the North 155 feet of Plat No. 2, Lewis Terminals, according to the plat thereof as recorded in Plat Book 28, Page 99, Public Records of Palm Beach County, Florida.