



## CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

**AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, FEBRUARY 11, 2014 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Offered by Father Paul Rasmus of St. Andrew's Episcopal Church
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Update provided by the Community Redevelopment Agency
  - B. Update provided by the Downtown Jewel Neighborhood Association
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
  - A. City Commission Meeting - January 28, 2014
  - B. City Commission Special Meeting - February 4, 2014
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed Items)
  - A. Resolution No. 07-2014 - set the general election ballot
  - B. Agreement with LHoist North America of Alabama, LLC for quicklime services
10. **PUBLIC HEARINGS:**
  - A. Ordinance No. 2014-07 - Second Reading and Public Hearing - amend the City Tree Board to provide for the election of its officers

Agenda Date: February 11, 2014 Regular Meeting

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

- A. Variance agreement with Charles Maccarone and Sherry Weinschenk to allow brick pavers on a driveway and City right-of-way at 2607 Georgia Lane

**13. LAKE WORTH ELECTRIC UTILITY:**

**A. PRESENTATION:** (There is no public comment on Presentation items)

- 1) Update on the electric utility system

**B. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed Items)

**C. PUBLIC HEARING:**

**D. NEW BUSINESS:**

- 1) Renew the annual membership to the Florida Municipal Electric Association for Fiscal Year 2014

**14. CITY ATTORNEY'S REPORT:**

**15. CITY MANAGER'S REPORT:**

- A. March 4, 2014 draft Commission agenda

**16. ADJOURNMENT:**

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. (F.S. 286.0105)

NOTE:ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.



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**AGENDA DATE:** February 11, 2014, Regular Meeting

**DEPARTMENT:** City Clerk

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### **EXECUTIVE BRIEF**

**TITLE:**

Community Redevelopment Agency update

**SUMMARY:**

Joan Oliva, Executive Director, will update the Commission on activities that have taken place over the past several months.

**BACKGROUND AND JUSTIFICATION:**

The Agency members are responsible for formulating and implementing projects that are consistent with the Lake Worth Redevelopment Plan to assist in revitalizing and redeveloping portions of the City of Lake Worth. The members serve four-year terms. The last update provided by the Community Redevelopment Agency was on April 3, 2012.

**MOTION:**

Not applicable

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable



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**AGENDA DATE:** February 11, 2014, Regular Meeting

**DEPARTMENT:** City Clerk

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### **EXECUTIVE BRIEF**

**TITLE:**

Update provided by the Downtown Jewel Neighborhood Association

**SUMMARY:**

Mr. Jon Faust, Downtown Jewel Neighborhood Association President, will advise the Commission on activities in the neighborhoods.

**BACKGROUND AND JUSTIFICATION:**

At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the Downtown Jewel Neighborhood Association was on February 19, 2013.

**MOTION:**

Not applicable

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

**MINUTES  
CITY OF LAKE WORTH  
REGULAR MEETING OF THE CITY COMMISSION  
JANUARY 28, 2014 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth, Florida.

**1. ROLL CALL:**

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi (arrived 6:16 PM). Also present were City Manager Michael Bornstein, Assistant City Attorney Christy Goddeau, and City Clerk Pamela Lopez.

**2. INVOCATION:**

The invocation was offered by Pastor Sherry Colby of Victory Worship Center.

**3. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Commissioner Christopher McVoy.

**4. AGENDA - Additions/Deletions/Reordering:**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to waive the rules to:

- Reorder Consent Agenda, Item E to New Business as Item D;
- Delete Lake Worth Electric Utility New Business, Item 1; and
- Approve the agenda as amended.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Maxwell, and Commissioners McVoy and Amoroso. NAYS: None.

**5. PRESENTATIONS:**

There were no Presentations items on the agenda.

**6. COMMISSION LIAISON REPORTS AND COMMENTS:**

Commissioner McVoy: did not provide a report.

Vice Mayor Maxwell: said he was working with Senator Nelson and Congresswoman Frankel's offices to extend invitations to the City to learn about its infrastructure improvement needs.

Commissioner Amoroso: said he participated in the Community Redevelopment Agency's (CRA's) clean-up event in the Tropical Ridge neighborhood; attended the Art, Seafood, and Sand Sculpture Festivals last weekend; said new bicycle racks were installed; and thanked LULA and the CRA for last weekend's events.

Mayor Triolo: said she met with federal and state officials and other individuals about traffic and infrastructure improvement needs during her attendance at the United States Conference of Mayors meeting in Washington, DC.

Commissioner Szerdi: was absent during this portion of the meeting.

**7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Peter Timm and Loretta Sharpe.

The following individual spoke on issues written on his comment card:

Mike Capo asked for additional time to speak about issues from Canadian part-time residents.

Consensus: To allow Mr. Capo to speak for four minutes to allow for translation time to those Canadian individuals in attendance.

Mr. Capo submitted a petition asking for "snowbirds" to be allowed to purchase beach parking decals, said the bocce court and trolley bus service were taken away from him, asked why his Canadian driver license was not accepted in order to purchase a beach parking decal, said he did not see any more Neighborhood Crime Watch signs or City staff working in parks, and said he was most concerned with his inability to vote for the Lake Worth officials or receive a homestead exemption because he was a property owner. He asked how he could vote and receive a homestead exemption because it was not fair.

Commissioner Szerdi arrived at the meeting, the time being 6:16 PM.

Request/comment summary:

1. Commissioner Amoroso requested staff look into allowing the purchase of beach parking decals to part-time residents.
2. Vice Mayor Maxwell suggested Mr. Campo find a spokesperson to represent the "snowbirds" then schedule a work session with the Commission to discuss past and current actions by the City. He

suggested Mr. Campo make an appointment with the City Manager and gather the affected part-time residents.

**8. APPROVAL OF MINUTES:**

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve the following minutes as submitted:

**A. City Commission Special Meeting – January 7, 2014**

**B. City Commission Meeting – January 7, 2014**

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

**9. CONSENT AGENDA:**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve the Consent Agenda, less Item E.

**A. Resolution No. 06-2014 – declare expenditures of City funds as valid public purposes**

Assistant City Attorney Goddeau did not read the following resolution by title only:

RESOLUTION NO. 06-2014 OF THE CITY OF LAKE WORTH, AMENDING CITY RESOLUTION 66-2013 DECLARING EXPENDITURES OF CITY FUNDS FOR FOOD/REFRESHMENTS FOR CERTAIN EVENTS - AS VALID PUBLIC PURPOSES; AND, PROVIDING FOR AN EFFECTIVE DATE.

**B. Second Amendment to the Interlocal Agreement for the Beach Redevelopment Project to modify the project elements and extend the project end time**

**C. Reapprove an amended Thrift Store Interlocal Agreement with the County for the disposal of obsolete or unnecessary City equipment and materials**

**D. Amendment 001 to CDBG Interlocal Agreement for 5<sup>th</sup> Avenue North Improvements Project to modify a reference to the project location**

**E. (Reordered to New Business as Item D) Ratify members to various City advisory boards**

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

**10. PUBLIC HEARINGS:**

There were no Public Hearings items on the agenda.

**11. UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

Vice Mayor Maxwell left the meeting at 6:29 PM.

**12. NEW BUSINESS:**

**A. Ordinance No. 2014-07 – First Reading – amend the City Tree Board to provide for the election of its officers and schedule the public hearing date for February 11, 2014**

Assistant City Attorney Goddeau read the following ordinance by title only:

ORDINANCE NO. 2014-07 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX OF THE CODE OF ORDINANCES, AMENDING SECTION 2-83, "MEMBERSHIPS, TERMS AND VACANCIES" TO PROVIDE FOR ELECTION OF BOARD OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve Ordinance No. 2014-07 on first reading and schedule the public hearing date for February 11, 2014.

Mayor Triolo announced that it was time for public comment. No one from the public commented.

City Clerk Lopez explained that this ordinance would add a provision to elect a Chairperson, Vice Chairperson, and Secretary from members serving on the City Tree Board for a term of one calendar year.

Vice Mayor Maxwell returned to the meeting at 6:31 PM.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

**B. Agreement with Mock Roos & Associates for design and bid phase services for the Water Treatment Plant Disinfection System and Instrumentation Improvements**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve an agreement with Mock Roos & Associates for design and bid phase services for the Water Treatment Plant Disinfection System and Instrumentation Improvements at a cost not to exceed \$78,992 during Fiscal Year 2014.

Mayor Triolo announced that it was time for public comment.

Peter Timm said the City paid for the same service in 2008, asked why the City was going to pay twice, and asked the City to use the former plan.

Larry Johnson, Water/Sewer Director, explained that the agreement provided for design and bid phase services for the construction of a Water Treatment Plant Disinfection System and Instrumentation Improvements to comply with new Four-Log Virus Inactivation requirements at a cost not to exceed \$78,992. He explained that there was an increase in health disinfection requirements and there was a need to redesign the improvement. He said the City was not paying twice for the same work.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Maxwell, and Commissioners Amoroso and Szerdi. NAYS: Commissioner McVoy.

**C. Agreement with Mock Roos & Associates for permitting, bid and construction phase services for the Rehabilitation of Regional Forcemain Air Release Valves**

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve the agreement with Mock Roos & Associates for permitting, bid and construction phase services for the Rehabilitation of Regional Forcemain Air Release Valves at a cost not to exceed \$45,700 during Fiscal Year 2014.

Mayor Triolo announced that it was time for public comment. No one from the public commented.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

**D. (formerly Consent Agenda, Item E) Ratify members to various City advisory boards**

Action: Motion made by Commissioner Szerdi and seconded by Vice Mayor Maxwell to ratify the Mayor's appointment of William Shinedling to the Finance Advisory Board for an unexpired term ending on July 31, 2015; Jason Vazquez to the Recreation Board for an unexpired term ending on July 31, 2016; and Anthony Marotta to the Planning and Zoning Board for an unexpired term ending on July 31, 2016.

Commissioner McVoy said the former process to appoint advisory board members was lengthy, but offered an opportunity for each of the applicants to be interviewed by the Commission as a whole. The former process gave the Commission and applicant an opportunity to learn from each other, allowed for interaction, and was transparent. The current process allowed each of the Commissioners to make an appointment. He said he did not approve of the new process and was concerned about the influential Planning and Zoning Board member's application not being included in the agenda backup material. He said he did not want to vote "yeah" or "nay" on an applicant in which he had no backup material.

City Clerk Lopez explained the history of the former advisory board appointment process and said she had never included board applicant applications in the Commission's backup material because each of the appointing Commission members had reviewed the applications and interviewed their appointing members. The item before the Commission was ratification of appointments as required by the Code.

Request/comment summary:

1. Mayor Triolo requested board members' applications be included in the agenda back up material for future appointment ratifications.

Mayor Triolo announced that it was time for public comment.

Loretta Sharpe said all of the voluntary board members' terms did not expire at the same time, supported appointing the members tonight, and said there was a need to hear from the board applicants because it was more transparent.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Maxwell, and Commissioners Amoroso and Szerdi. NAYS: Commissioner McVoy.

**13. LAKE WORTH ELECTRIC UTILITY:**

**A. CONSENT AGENDA:**

There were no Lake Worth Electric Utility Consent Agenda items on the agenda.

**B. PUBLIC HEARING:**

There were no Lake Worth Electric Utility Public Hearing items on the agenda.

**C. NEW BUSINESS:**

- 1) **(Deleted) Contract with Level One, LLC for Utility billing processing, printing and mailing services**

**14. CITY ATTORNEY'S REPORT:**

Assistant City Attorney Goddeau provided the following report:

- Announced her need to amend the City Attorney's desire for advice concerning pending litigations in the case of Town Homes of Pineapple at Lake Worth, LLC versus the City of Lake Worth and the case of City of Lake Worth versus Board of Trustees of the Lake Worth Firefighter's Pension Trust Fund during a closed door attorney-client session from 3:30 PM to 4:30 PM on February 4, 2014.

**15. CITY MANAGER'S REPORT**

**A. February 11, 2014 – draft Commission agenda**

City Manager Bornstein did not provide a report.

**16. ADJOURNMENT:**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to adjourn the meeting at 7:03 PM.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: February 11, 2014

A digital audio recording of this meeting will be available in the Office of the City Clerk.

**MINUTES  
CITY OF LAKE WORTH  
CITY COMMISSION SPECIAL MEETING  
FEBRUARY 4, 2014 – 4:30 PM**

The meeting was called to order by Mayor Triolo on the above date at 4:38 PM in the City Manager's Office, located at 7 North Dixie Highway, Lake Worth, Florida.

**1. ROLL CALL:**

Present were Mayor Pam Triolo, Vice Mayor Scott Maxwell, and Commissioners Christopher McVoy and Andy Amoroso. Commissioner John Szerdi was absent. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

**2. CITY ATTORNEY ANNOUNCEMENT:**

City Attorney Torcivia announced that, pursuant to Section 286.011(8) Florida Statutes, he desired advice concerning pending litigations in the case of Town Homes of Pineapple at Lake Worth, LLC versus City of Lake Worth Case No. 502012CA003200XXXMB for approximately 45 minutes and the case of City of Lake Worth versus Board of Trustees of the Lake Worth Firefighter's Pension Trust Fund Case No. 502012CA018632XXXMB for approximately 45 minutes. He said the following individuals were in attendance: Mayor Triolo, Vice Mayor Maxwell, Commissioners McVoy and Amoroso, City Manager Bornstein, himself, and a Court Reporter. He said the same individuals plus Attorneys Jim Linn and Andrew Baumann would be present for the second case.

**3. MAYOR ANNOUNCEMENT:**

Mayor Triolo announced that, pursuant to Section 286.011(8) Florida Statutes, the City Commission was commencing a closed door attorney-client session for the purpose of discussing pending litigations. The estimated length of the session was one and one-half hours.

**4. RECESS:**

Mayor Triolo recessed the meeting at 4:39 PM.

**5. RECONVENE:**

Mayor Triolo reconvened the meeting at 6:05 PM.

**6. ADJOURNMENT:**

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to adjourn the meeting at 6:05 PM.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Maxwell, and Commissioners McVoy and Amoroso. NAYS: None.

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: February 11, 2014



## CITY OF LAKE WORTH

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**AGENDA DATE:** February 11, 2014, Regular Meeting

**DEPARTMENT:** City Clerk

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### **EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 07-2014 - set the general election ballot

**SUMMARY:**

The Resolution sets the general election ballot for March 11, 2014.

**BACKGROUND AND JUSTIFICATION:**

In accordance with Article II Section 22 of the Code of Ordinances, the setting of the election ballot for city elections shall be done by resolution of the City Commission. Because the qualifying period for candidates to be on the ballot does not end until noon on February 11, 2014, the resolution setting the ballot will be provided to the City Commission prior to the meeting but not included in the backup material.

**MOTION:**

I move to approve/not approve Resolution No. 07-2014.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Resolution – to be provided prior to the meeting

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	25,825	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	50	0	0	0	0
<b>Net Fiscal Impact</b>	<b>25,825</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
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B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for the election is from accounts 001-1030-511-13-10 (Other Salaries/Part Time), 001-1030-511-49-10 (Other Current Charges /Obligations /Advertising) and 001-1030-511-49-50 (Other Current Charges/Obligations/Elections)

<b>City Clerk</b>		<b>Municipal General Elections</b>			
<b>Account Number (s)</b>	<b>Account Description (s)</b>	<b>FY 2014 Budget</b>	<b>Current Balance</b>	<b>Agenda Expenses</b>	<b>Remaining Balance</b>
<b>001-1030-511-13-10</b>	Other Salaries/ Part Time	28,000	22,970	(9,000)	13,970
<b>001-1030-511-49-10</b>	Other Current Charges/Advertising	3,196	2,000	(1,800)	400
<b>001-1030-511-49-50</b>	Other Current Charges/Elections	18,075	18,025	(15,025)	3,000

C. Department Fiscal Review: pjl

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2  
3 RESOLUTION NO. 07-2014 OF THE CITY OF LAKE WORTH, FLORIDA,  
4 CANCELING ITS MUNICIPAL GENERAL ELECTION SCHEDULED FOR  
5 TUESDAY, MARCH 11, 2014; CANCELING ITS RUN-OFF ELECTION  
6 SCHEDULED FOR TUESDAY, MARCH 25, 2014; PROVIDING DIRECTIONS  
7 TO THE CLERK; AND PROVIDING AN EFFECTIVE DATE.

8  
9 WHEREAS, Article III, Section 2 of the City Charter provides for a  
10 municipal election on the second Tuesday in March of each year to elect  
11 members of the City Commission; and

12  
13 WHEREAS, Article V, Section 4 of the City Charter provides for a run-off  
14 election to be held two weeks after the original election; and

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16 WHEREAS, the elective offices of Mayor, Commissioner District No. 1,  
17 and Commissioner District No. 3 were to be filled by the March 2014 election;  
18 and

19  
20 WHEREAS, persons desiring to qualify with the City Clerk as candidates  
21 for the offices of Mayor, Commissioner District No. 1, and Commissioner District  
22 No. 3 were required to do so between 12:00 PM noon on Tuesday, January 28,  
23 2014, and 12:00 PM noon on Tuesday, February 11, 2014; and

24  
25 WHEREAS, the incumbent Mayor and Commissioner District No. 1 and  
26 Commissioner District No. 3 qualified as candidates before the qualifying period  
27 closed; and

28  
29 WHEREAS, in the event not more than one person qualified as a  
30 candidate for Mayor and District Nos. 1 and 3 seats on the City Commission,  
31 and those seats shall not be listed on the election ballot, pursuant to State law  
32 and Article V, Section 5, of the Charter of the City of Lake Worth; and

33  
34 WHEREAS, pursuant to Article V, Section 5 of the City Charter, each  
35 unopposed candidate shall be deemed to have voted for himself or herself and  
36 thereafter declared to be duly elected to office.

37  
38 NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF  
39 THE CITY OF LAKE WORTH, FLORIDA, that:

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41 Section 1. The municipal election previously scheduled for Tuesday,  
42 March 11, 2014, is hereby cancelled because the qualified candidates for the  
43 offices of Mayor, Commissioner District No. 1, and Commissioner District No. 3  
44 are unopposed.

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46 Section 2. The run-off election previously scheduled for Tuesday, March  
47 25, 2014, is hereby cancelled.

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Section 3. The City Clerk is hereby directed to forward a copy of this Resolution to the Supervisor of Elections for Palm Beach County.

Section 4. This Resolution shall take effect immediately upon its adoption.

The adoption of this Resolution was moved by Commissioner \_\_\_ and seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- Mayor Pam Triolo
- Vice Mayor Scott Maxwell
- Commissioner Christopher McVoy
- Commissioner Andy Amoroso
- Commissioner John Szerdi

The Mayor thereupon declared this Resolution duly passed and adopted this 11<sup>th</sup> day of February, 2014.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk



## CITY OF LAKE WORTH

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**AGENDA DATE:** February 11, 2014 Regular Meeting

**DEPARTMENT:** Water/Sewer Utilities

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Agreement with LHoist North America of Alabama, LLC for quicklime services

#### **SUMMARY:**

The Agreement with LHoist North America of Alabama LLC, under a cooperative purchasing contract, will allow for the continued and uninterrupted delivery of Bulk Quicklime for the Water Treatment Plant.

#### **BACKGROUND AND JUSTIFICATION:**

The City is a member of a local cooperative purchasing effort, which includes the Cities of Delray Beach, Boynton Beach, Riviera Beach, West Palm Beach, the Village of Wellington and other local municipalities. As a member of this purchasing cooperative, the City is able to leverage its purchasing power with its neighboring utilities to provide for the acquisition of a critical chemical, at a price point that would be otherwise unattainable.

Quicklime is a necessary chemical which, when added to the raw water supply, precipitates the coagulation process necessary to remove hardness, color and iron content, as well as other contaminants. The approval of this purchase order will provide for the continued and uninterrupted delivery of Bulk Quicklime to the Water Treatment Plant.

The City of Boynton Beach bid the purchase under bid number 009-2821-13/JMA in November 2012. LHoist North America of Alabama, LLC was the lowest responsive bidder. Based on the cost effectiveness of this contract, it is recommended the City purchase this critical chemical from LHoist North America of Alabama, LLC for 2013 for an amount not to exceed \$126,000.00.

#### **MOTION:**

I move to approve/disapprove an Agreement with LHoist North America of Alabama, LLC, for bulk quicklime for an amount not to exceed \$126,000.00.

#### Attachments

- 1) Fiscal Analysis
- 2) Annual Supply of Quicklime 2012 Final Bid Document (Boynton Beach)
- 3) Bid Tabulation
- 4) Co-operative Bid Agreement 2014

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$126,000	\$126,000	\$126,000	\$126,000	\$126,000
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-Kind Match	0	0	0	0	0
Net Fiscal Impact	\$126,000	\$126,000	\$126,000	\$126,000	\$126,000

### B. Recommended Source of Funds/Summary of Fiscal Impact

The purchase of the quicklime is included as part of the annual budget for the Water Fund. If approved, this purchase will be made from the Water Treatment - chemical account #402-7022-533.52-30.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2014 Original Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.52-30	Water Treatment Chemicals	N/A	\$719,580	\$599,580	\$268,271	\$126,000	\$142,271

### C. Fiscal Review:

Larry Johnson – Director  
 Monica Morandi –Engineer  
 Clyde Johnson - Finance



November 1, 2012

Ms. Julie Alibrandi  
City of Boynton Beach Procurement Services  
100 E. Boynton Beach Boulevard  
Boynton Beach, Florida 33435

Dear Ms. Alibrandi,

Thank you for sending your request for bids for the City of Boynton Beach Bid No. 009-2821-13/JMA. We are pleased to offer the City of Boynton Beach the attached proposal.

Please note that per our previous conversation with you, and per your consequential electronic mail to our Elizabeth Hart, our pricing submission is formatted by providing the City our price for Quicklime, FOB our Fort Lauderdale, Florida terminal, plus truck freight. Further, in order to simplify the administration of rail and truck fuel surcharges, we have added them into our pricing; there will be no additional fuel surcharges billed to the City for the term of this agreement.

Thank you for entertaining our proposal to the City of Boynton Beach and the members of the Palm Beach Coop. Lhoist values our relationship with your plants and administrators, and we look forward to working with you in the future. Please contact me if you have any questions.

Best regards,

LHOIST North America

A handwritten signature in black ink, appearing to read 'John L. Thompson', is written over the printed name.

John L. Thompson

Enclosures

*Chemical Lime Company of Alabama LLC  
Lakeland Sales Office  
4720 Cleveland Heights Boulevard, Suite 203, Lakeland, Florida 33813  
Phone: (863) 644-9010 Fax: (863) 644-9030  
Toll Free: (877) 644-9010*



"Alibrandi, Julianne"  
<Alibrand@bbfl.us>  
10/31/2012 02:35 PM

To <Elizabeth.Hart@lhoist.com>  
cc "Howard, Tim" <HowardT@bbfl.us>  
bcc  
Subject RE: Slight modification to Proposal Page for the bid -  
Furnish, Deliver and Discharge Quicklime / Lhoist North  
America (formerly Chemical Lime)

History: This message has been forwarded.

Hello Elizabeth:

Your request to outline the price proposal that would include an FOB price from your Fort Lauderdale terminal and a truck freight rate - and then a total delivered price is acceptable to the City of Boynton Beach. Please clearly state on the "Proposal Blank", page 22, the manner by which you submitted your pricing. Thank you.

Julie Alibrandi  
Finance/Procurement Department  
(561)742-6322

-----Original Message-----

From: Elizabeth.Hart@lhoist.com [mailto:Elizabeth.Hart@lhoist.com]  
Sent: Wednesday, October 31, 2012 2:18 PM  
To: Alibrandi, Julianne  
Subject: Slight modification to Proposal Page for the bid - Furnish, Deliver and Discharge Quicklime / Lhoist North America (formerly Chemical Lime)

Good afternoon, Julianne.

Thank you for taking the time to speak with me this afternoon. As I mentioned, Lhoist North America of Alabama, LLC is under a contractual obligation with CSXT and our rail rates are proprietary. With your permission, we would like to propose a price on the proposal form (page 22) that would include an FOB price at our Fort Lauderdale terminal and a truck freight rate - and then of course a total delivered price. The only exception would be not breaking out the rail rate.

Will you please confirm this is acceptable?

Thank you,

eli

Elizabeth (eli) Hart  
Lhoist North America of Alabama, LLC  
4720 Cleveland Heights Blvd., Ste 203



November 1, 2012

Ms. Julie Alibrandi  
Finance/Procurement Department  
City of Boynton Beach  
100 East Boynton Beach Boulevard  
Boynton Beach, Florida 33425

To Whom It May Concern:

Re: Authorization to Sign on Behalf of Lhoist North America of Alabama,  
LLC

Please be advised that John L. Thompson, Florida Sales Manager, has the authority to sign the bid documents for the City of Boynton Beach on behalf of Lhoist North America of Alabama, LLC, and thereby to bind Lhoist North America of Alabama, LLC as set forth in such documents.

Sincerely,

Lhoist North America of Alabama, LLC  
*A Lhoist Group Company*

A handwritten signature in black ink, appearing to read 'D. Puryear', followed by a horizontal line extending to the right.

David R. Puryear  
Vice President, Sales

**REQUEST FOR BID  
TO FURNISH, DELIVER AND DISCHARGE  
BULK QUICKLINE**

**BID No.: 009-2821-13/JMA**

**BID OPENING DATE: NOVEMBER 5, 2012  
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)  
PROCUREMENT SERVICES, CITY HALL**

**BIDDER ACKNOWLEDGEMENT**

Submit Bids To: **PROCUREMENT SERVICES**  
100 E. Boynton Beach Boulevard  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
Telephone: (561) 742-6310

Broadcast Date: **October 11, 2012**

Bid Title: **"FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME"**

Bid Number: **009-2821-13/JMA**

Bid Received By: **NOVEMBER 5, 2012, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **November 5, 2012, no later than 2:30 P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor:           Lhoist North America of Alabama, LLC          

Federal I.D. Number:           63-1002780          

A Corporation of the State of:           Alabama          

Area Code:   377   Telephone Number:   644-9010          

Area Code:   863   FAX Number:   644-9030          

Mailing Address:           4720 Cleveland Heights Boulevard, Suite 203          

City/State/Zip:           Lakeland, Florida 33813          

Vendor Mailing Date:           10/31/12          

E-Mail Address:           john.thompson@lhoist.com          

  
Authorized Signature

          John L. Thompson          

Name Typed

**THIS PAGE TO BE SUBMITTED FOR BID PACKAGE  
TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

## PROPOSAL BLANK

### BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA TO FURNISH, DELIVER AND DISCHARGE QUICKLIME

To All Bidders:

Date: 10/31/12

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for.

When submitting more than one bid proposal price for this product and/or service, indicate how many individual and/or combination item(s) are to be tabulated and considered. Attach a separate proposal sheet for each.

The undersigned proposes to furnish, deliver and discharge the quicklime in accordance with the specifications for the sum of:

NAME OF CITY	QUANTITY IN TONS	BASE PRICE PER TON	FREIGHT RATE PER TON <i>RAIL</i>	FREIGHT RATE PER TON <i>TRUCK</i>	EXTENDED TOTAL AMOUNT
City of Boynton Beach	1,100	249.58*	INCLUDED	21.00	268.57
City of Delray Beach	91	249.58	INCLUDED	20.30	267.88
City of Lake Worth	350	249.58	INCLUDED	21.00	268.57

\* Base price per ton includes the rail rate per ton. All surcharges are included in price (extended total amount).

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE  
TO BE CONSIDERED COMPLETE AND ACCEPTABLE



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA )  
 : SS  
COUNTY OF PALM BEACH )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *John L. Thompson*  
NAME - SIGNATURE

Sworn and subscribed before me  
this 31 day of Oct, 2012

Printed Information:

John L. Thompson

NAME

Florida Sales Manager

TITLE

*Elizabeth A. Hart*  
NOTARY PUBLIC, State of Florida  
at Large

Lhoist North America of AL, LLC  
COMPANY



"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE  
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

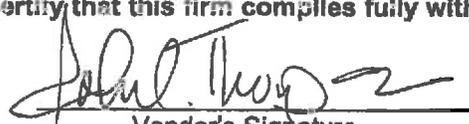


## CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Vendor's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

**ACKNOWLEDGMENT**

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Lhoist North America of Alabama, LLC  
CONTRACTOR NAME

By 

Title: Florida Sales Manager

Date: 10/31/12





November 1, 2012

Ms. Julie Alibrandi  
City of Boynton Beach Procurement Services  
100 E. Boynton Beach Boulevard  
Boynton Beach, Florida 33435

Dear Ms. Alibrandi,

Thank you for sending your request for bids for the City of Boynton Beach Bid No. 009-2821-13/JMA. We are pleased to offer the City of Boynton Beach the attached proposal.

Please note that per our previous conversation with you, and per your consequential electronic mail to our Elizabeth Hart, our pricing submission is formatted by providing the City our price for Quicklime, FOB our Fort Lauderdale, Florida terminal, plus truck freight. Further, in order to simplify the administration of rail and truck fuel surcharges, we have added them into our pricing; there will be no additional fuel surcharges billed to the City for the term of this agreement.

Thank you for entertaining our proposal to the City of Boynton Beach and the members of the Palm Beach Coop. Lhoist values our relationship with your plants and administrators, and we look forward to working with you in the future. Please contact me if you have any questions.

Best regards,

LHOIST North America

A handwritten signature in black ink, appearing to read 'John L. Thompson', written over a horizontal line.

John L. Thompson

Enclosures

*Chemical Lime Company of Alabama LLC  
Lakeland Sales Office  
4720 Cleveland Heights Boulevard, Suite 203, Lakeland, Florida 33813  
Phone: (863) 644-9010 Fax: (863) 644-9030  
Toll Free: (877) 644-9010*



"Alibrandi, Julianne"  
<AlibrandiJ@bbfl.us>  
10/31/2012 02:35 PM

To <Elizabeth.Hart@lhoist.com>  
cc "Howard, Tim" <HowardT@bbfl.us>  
bcc  
Subject RE: Slight modification to Proposal Page for the bid -  
Furnish, Deliver and Discharge Quicklime / Lhoist North  
America (formerly Chemical Lime)

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Hello Elizabeth:

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Finance/Procurement Department  
(561)742-6322

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Will you please confirm this is acceptable?

Thank you,

eli

Elizabeth (eli) Hart  
Lhoist North America of Alabama, LLC  
4720 Cleveland Heights Blvd., Ste 203

# BID TO FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME

BID DUE DATE: NOVEMBER 5, 2012  
 BID DUE TIME: 2:30 P.M.  
 BID NO.: 009-2821-13/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	<b>CARMEUSE LIME AND STONE</b> 11 Stanwix Street, 21st Floor Pittsburgh, PA 15222 Tel. No.: (412) 995-5500 Fax No.: (412) 995-5515  Contact: Bruce D. Routhieaux	<b>LHOIST NORTH AMERICA OF ALABAMA, LLC</b> 4720 Cleveland Heights Boulevard Suite 203 Lakeland, FL 33813 Tel. No.: (877) 644-9010 Fax No.: (863) 644-9030  Contact: John L. Thompson	
ORIGINAL AND THREE COPIES SUBMITTED	YES	YES	
<b>TOTAL PRICE PER TON FOR QUICKLIME:</b>			
<b>CITY OF BOYNTON BEACH</b>	\$296.53	\$268.57*	
<b>CITY OF DELRAY BEACH</b>	\$296.53	\$267.88*	
<b>CITY OF LAKE WORTH</b>	\$296.53	\$268.57*	
BIDDER ACKNOWLEDGEMENT SUBMITTED	YES	YES	
NON COLLUSION AFFIDAVIT SUBMITTED	YES	YES	
ANTI-KICK BACK AFFIDAVIT SUBMITTED	YES	YES	
MINORITY OWNED BUSINESS SUBMITTED	YES/NOT A MINORITY OWNED BUSINESS	YES/NOT A MINORITY OWNED BUSINESS	

# BID TO FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME

BID DUE DATE: NOVEMBER 5, 2012  
 BID DUE TIME: 2:30 P.M.  
 BID NO.: 009-2821-13/JMA

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DRUG FREE WORKPLACE SUBMITTED	YES	YES	
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT SUBMITTED	YES	YES	
VENDOR PASS REQUEST SUBMITTED	*YES	YES/INCLUDES DRIVERS' LICENSES AND PHOTOS	
COMMENTS:	*TO BE COMPLETED UPON AWARD.	*NO FUEL SURCHARGES FOR THE TWO YEAR CONTRACT PERIOD.	

**AGREEMENT TO FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME  
(CO-OPERATIVE BID AGREEMENT)**

THIS AGREEMENT ("Agreement" hereafter) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and LHOIST NORTH AMERICA OF ALABAMA, LLC, a foreign corporation authorized to do business in the State of Florida, 4720 Cleveland Heights Blvd., Suite 203, Lakeland, FL 33813 ("CONTRACTOR" hereafter).

**RECITALS**

WHEREAS, the CITY as part of the Palm Beach County Purchasing Cooperative participated in the issuance of an invitation to bid for quicklime services (City of Boynton Beach Bid No. 009-2821-13/JMA) (the "ITB"); and,

WHEREAS, the CONTRACTOR submitted a bid in response to the ITB; and,

WHEREAS, on or about December 4, 2012, the CONTRACTOR was awarded the ITB; and,

WHEREAS, pursuant to the ITB, the CITY is responsible for awarding a direct contract with the CONTRACTOR; and,

WHEREAS, this Agreement sets forth the terms and conditions of the CITY's direct contract with the Contractor.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Incorporated Documents. The Palm Beach County Purchasing Cooperative ITB and the CONTRACTOR's responsive Bid are hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the ITB and shall expire on December 15, 2014 (unless earlier terminated or extended pursuant to the ITB).
3. Purchase Orders. The CITY's ordering mechanism for all services provided and performed under this Agreement shall be a CITY issued Purchase Order; however, the contractual terms and conditions stated in the CITY issued Purchase Order shall not apply. CONTRACTOR shall not perform any services under this Agreement without a CITY issued Purchase Order. The pricing in each Purchase Order shall be consistent with the pricing set forth in the CONTRACTOR's responsive Bid to the ITB.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. CITY issued Purchase Orders;
- b. This Agreement;
- c. ITB; and,
- d. The CONTRACTOR's responsive Bid.

5. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.
- E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

F. **PUBLIC RECORDS:** Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**





## CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

**AGENDA DATE:** February 11, 2014, Regular Meeting

**DEPARTMENT:** City Clerk

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Ordinance No. 2014-07 – Second Reading and Public Hearing – amend the City Tree Board to provide for the election of its officers

#### **SUMMARY:**

The Ordinance adds a provision to elect a Chairperson, Vice Chairperson, and Secretary from its members for a term of one calendar year.

#### **BACKGROUND AND JUSTIFICATION:**

Between 1990 and 1998, the City Tree Board had a provision in the Code to elect a Chairperson and Vice Chairperson for a term of one calendar year at the first meeting in January. On April 7, 1998, the City Commission adopted Ordinance No. 98-11 amending Section 2-83 *Members, terms and vacancies* in its entirety and changed the membership composition and term of office. This amendment also deleted the provision for electing its officers. This Ordinance will add a provision to elect its officers for a specified term.

This issue was discussed at the October 16, 2013, City Tree Board. The members support this ordinance with the recommendation that it be presented to the City Commission after January in order to allow their newly appointed Chairperson an opportunity to serve longer than three months.

#### **MOTION:**

I move to approve/not approve Ordinance No. 2014-07 on second reading.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Ordinance

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ORDINANCE NO. 2014-07 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX OF THE CODE OF ORDINANCES, AMENDING SECTION 2-83, "MEMBERSHIPS, TERMS AND VACANCIES" TO PROVIDE FOR ELECTION OF BOARD OFFICERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, between 1990 and 1998, the City's ordinance governing the Tree Board contained a provision for the election of a Chairperson and Vice Chairperson at the first Board meeting in January of each year for a term of one calendar year;

WHEREAS, on April 7, 1998, the City Commission adopted Ordinance No. 98-11 amending the Tree Board ordinance in its entirety and deleting the provision for electing officers;

WHEREAS, the current Tree Board has requested that the Tree Board ordinance be amended to reinsert the provision for electing officers, including a secretary, for a term of one year; and,

WHEREAS, the City finds amending the Tree Board ordinance as set forth herein serves a valid public purpose.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. Chapter 2, Article IX, Section 2-83 of the Code of Ordinances is amended to read as follows:

**Chapter 2**

**ADMINISTRATION**

\* \* \*

**ARTICLE IX. CITY TREE BOARD**

\* \* \*

**Sec. 2-83. Members, terms, and vacancies officers.**

(a) The official city tree board of the City of Lake Worth shall be comprised of the following members: seven (7) resident members. Effective July 31, 2013, two resident members shall be appointed for one-year terms, two resident members shall be appointed for two-year terms, and three resident members shall be appointed for three-year terms. Thereafter, all

1 succeeding resident members would serve three-year terms. The City  
2 horticulturist shall be the advisor to the board.

3  
4 (b) The Board shall elect its officers annually for a term of one calendar year at  
5 the first meeting in January:

6  
7 (1) Chairperson – Presides at meetings of the Board and makes presentations,  
8 written and oral, on behalf of the Board to the City Commission and the City  
9 Manager.

10  
11 (2) Vice-Chairperson – Performs the duties of the Chairperson in his/her  
12 absence.

13  
14 (3) Secretary – Records the minutes and attendance at each meeting.

15  
16 \*\*\*

17  
18 Section 2. If any provision of this Ordinance or the application thereof  
19 to any person or circumstances is held invalid, such invalidity shall not affect  
20 other provisions or applications of this Ordinance which can be given effect  
21 without the invalid provision or application, and to this end the provisions of this  
22 Ordinance are declared to be severable.

23  
24 Section 3. All ordinances or resolutions or parts thereof that may be  
25 determined to be in conflict herewith are hereby repealed.

26  
27 Section 4. Section 1 of this Ordinance shall be codified.

28  
29 Section 5. This Ordinance shall become effective ten (10) days after  
30 passage.

31  
32 The passage of this Ordinance on first reading was moved by  
33 Commissioner Szerdi, seconded by Commissioner Amoroso, and upon being  
34 put to a vote, the vote was as follows:

35  
36 Mayor Pam Triolo AYE  
37 Vice Mayor Scott Maxwell AYE  
38 Commissioner Christopher McVoy AYE  
39 Commissioner Andy Amoroso AYE  
40 Commissioner John Szerdi AYE

41  
42 The Mayor thereupon declared this Ordinance duly passed on first  
43 reading on the 28<sup>th</sup> day of January 2014.  
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The passage of this Ordinance on second reading was moved by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- Mayor Pam Triolo
- Vice Mayor Scott Maxwell
- Commissioner Christopher McVoy
- Commissioner Andy Amoroso
- Commissioner John Szerdi

The Mayor thereupon declared this Ordinance duly passed and enacted on the 11<sup>th</sup> day of February 2014.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:  
\_\_\_\_\_  
Pamela J. Lopez, City Clerk



## CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

**AGENDA DATE:** February 11, 2014, Regular Meeting

**DEPARTMENT:** Public Services

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Variance agreement with Charles Maccarone and Sherry Weinschenk to allow brick pavers on a driveway and City right-of-way at 2607 Georgia Lane

#### **SUMMARY:**

The Agreement will allow for the encroachment of brick pavers in the right-of-way and protect the City from any liability should anything happen within the right-of-way.

#### **BACKGROUND AND JUSTIFICATION:**

Charles Maccarone and Sherry Weinschenk wish to install Chicago brick pavers in their driveway and into the City's right-of-way. According to the City's Code, Section 19-26(d) all driveway approaches and walkways are to be constructed of six inch concrete unless a variance stating otherwise is allowed by the Building Official. Based on the requirements, Public Services Staff does not recommend approval of pavers because it is not financially beneficial to the City due to the required maintenance over the life of the paver section.

On February 3, 2014, the Building Official authorized the variance; however, in order to protect the City from any liability or if the City needed to remove the pavers for any reason, a Variance Agreement will hold the City harmless for having to replace the pavers in the right-of-way. Upon completion of any improvements in the right-of-way, the City would repair the right-of-way with concrete or the pavers could be reinstalled at the owner's expense.

#### **MOTION:**

I move to approve/not approve a Variance Agreement with Charles Maccarone and Sherry Weinschenk on property located at 2607 Georgia Lane.

#### **ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Agreement

Prepared by: City Attorney  
Return to: City of Lake Worth  
7 North Dixie Highway  
Lake Worth, FL 33460-3787

## VARIANCE AGREEMENT

THIS VARIANCE AGREEMENT (hereafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Property Owners Charles Maccarone and Sherry Weinschenk, (hereafter collectively the "OWNERS") and the CITY OF LAKE WORTH, a municipal corporation under the laws of the State of Florida (hereafter "CITY").

### WITNESSETH:

WHEREAS, the OWNERS are the fee simple owners of the property legally described as follows:

**Lot 38 of College Park Addition No. 5, according to the Plat thereof,  
as recorded in Plat Book 10577, Page 1378, of the Public Records of  
Palm Beach County, Florida (P.C.N. 38-43-44-15-12-000-0380)**

more commonly known as 2607 Georgia Lane, Lake Worth, Florida (the "Property" hereafter); and

WHEREAS, the OWNERS are seeking to remodel their existing driveway and to construct a driveway consisting of interlocking brick pavers, a portion of which encroaches on the CITY's public right of way (hereinafter referred to as the "Driveway"); and

WHEREAS, the Driveway proposed by the OWNERS is such that part of the Driveway is to be constructed on OWNERS' property and part of the Driveway is to be constructed upon or located in the CITY's right of way; and

WHEREAS, the OWNERS, by their proposed modification of the proposed Driveway are removing a previous u-shape or circular driveway that encroaches the CITY's right of way in two (2) locations on, and are modifying the driveway to a single short straight driveway which only encroaches the CITY's right of way in one location; and

WHEREAS, a copy of the Right of Way/Utility Permit Application for the Property with surveys of the existing and proposed driveways and explanation of the construction of the Driveway is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, a portion the OWNERS' Driveway is located in the CITY's right of way and does not meet the minimum requirements of Section 19-26(d) of the CITY's Code of Ordinances which require all driveway approaches and walkways to be constructed of 6-inch thick concrete; and

WHEREAS, the OWNERS are seeking a variance to allow the use of brick pavers with compacted base rock as paving material for the portion of the Driveway which is located in the CITY's right of way rather than the 6-inch thick concrete required by the City Code; and

WHEREAS, the cul-de-sac on which the Property is located does not currently have a paved walkway (sidewalk) present; and

WHEREAS, OWNERS' Driveway encroaches upon part of a CITY right of way on Georgia Lane, which consists of a five (5) foot setback, as depicted in Exhibit A.

WHEREAS, the OWNERS and CITY desire to enter into this Agreement in order to memorialize and document the CITY'S authorization of a variance from Section 19-26(d) of the Code, as well as to set parameters for the removal, relocation and/or restoration of the Driveway if reasonably necessary and set forth indemnification and insurance requirements for said Driveway; and

WHEREAS, the CITY finds that the OWNERS Driveway is not unduly injurious to contiguous property or the surrounding neighborhood or otherwise detrimental to the public welfare; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, the sufficiency of which is acknowledged by the CITY and OWNERS, the CITY and OWNERS agree to the granting of a variance based on the following:

1. The above "Whereas" clauses are true and correct and incorporated into this Agreement as if set forth herein.

2. The CITY hereby grants approval for the OWNER to construct and maintain the Driveway at the Property as set forth in Exhibit A, which consists of a brick paver driveway with base rock installed by a licensed contractor, but expressly reserves the right to require the OWNERS to remove and/or reconstruct the Driveway, or restore the portion of the Driveway located within the CITY's right of way to its original condition for any reasonable purpose, which the reasonableness of such purpose shall be determined in the CITY's sole discretion.

3. The OWNERS acknowledges and agrees that they will act entirely at their own peril in constructing the Driveway and the OWNERS shall have no claim, recourse or other grounds for relief against CITY as a result of any damages arising out of, or related to, the Driveway and/or its removal, reconstruction or restoration.

4. The OWNERS agree that they shall maintain that portion of the Driveway encroaching on CITY's right of way and abate all hazards associated with the Driveway in a manner satisfactory to the CITY and, if they fail to do so, the CITY shall have the right to: (a) terminate this Agreement and have the Driveway located in the CITY's right of way removed; and/or (b) maintain that portion of the Driveway in the CITY's right of way and the cost for such maintenance shall be assessed against the OWNERS and shall become a lien on the Property if not paid within thirty (30) days after such assessment.

5. The OWNERS further agree that they shall remove and/or reconstruct, at their own expense, the Driveway from the CITY's right of way within thirty (30) days written notice from the CITY to remove, reconstruct and/or restore the Driveway.

6. The OWNERS shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees in all litigation, arbitration, mediation and appeals) to the extent arising out of or related to the Driveway and this Agreement including without limitation the CITY's grant or revocation of the variance for the Driveway, the use of alternative construction materials and any negligence in the construction or maintenance of the Driveway. This indemnification is separate and apart from, and in no way limited by, any insurance provided by OWNERS pursuant to this Agreement or otherwise. This section shall survive the termination of this Agreement with respect to any damage, injury or death occurring prior to such termination.

7. The OWNERS and the CITY mutually agree that this Agreement so materially touches and concerns the Property that this Agreement is intended to and does run with the land and shall bind the OWNERS, the OWNERS' heirs, successors and assigns and anyone with any interest whatsoever in the Property and that this Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

8. The CITY shall provide all notices required under this Agreement to the OWNERS via hand-delivery or certified mail (return receipt requested) to the Property's

physical address as set forth above. Said notice shall be effective on the date of delivery.

9. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

10. WAIVER OF TRIAL BY JURY: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

11. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

12. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

13. Except as may be required in paragraph 6 above, all parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

VARIANCE AGREEMENT  
2607 GEORGIA LANE, LAKE WORTH, FLORIDA  
PAGE 5 of 7

**EXHIBIT A – COPY OF SURVEY (ATTACHED)**

**LEGEND**

- |                                       |                                       |
|---------------------------------------|---------------------------------------|
| A/C - AIR CONDITIONER                 | NO. - NUMBER                          |
| L - ARC LENGTH                        | O.E. - OVERHEAD ELECTRIC              |
| ASPH. - ASPHALT                       | O/S - ON LINE                         |
| ALUM. - ALUMINUM                      | O/S - BUILDING OFFSET                 |
| B.E. - BUFFER EASEMENT                | O.R.B. - OFFICIAL RECORD BOOK         |
| BLDG. BUILDING                        | P.B. - PLAT BOOK                      |
| BLK. - BLOCK                          | P.B.C.R. - PALM BEACH COUNTY RECORD   |
| C & G - CURB AND GUTTER               | P.C.P. - PERMANENT CONTROL POINT      |
| C.B. - CATCH BASIN                    | P.I. - POINT OF INTERSECTION          |
| C.M.P. - CORRUGATED METAL PIPE        | P.O.B. - POINT OF BEGINNING           |
| C.O. - CLEANOUT                       | P.O.C. - POINT OF COMMENCEMENT        |
| CALC. - CALCULATED                    | PGS. - PAGE(S)                        |
| CATV. - CABLE TELEVISION RISER        | P.R.M. - PERMANENT REFERENCE MONUMENT |
| CBS - CONCRETE BLOCK & STUCCO         | PL - PLANTER                          |
| CLF - CHAIN LINK FENCE                | PROP. - PROPOSED                      |
| CONC. - CONCRETE                      | P.T. - POINT OF TANGENCY              |
| COR. - CORNER                         | R - RADIUS                            |
| COV. COVERED                          | R.R. - RAILROAD                       |
| OPP - CONCRETE POWER POLE             | R/W - RIGHT-OF-WAY                    |
| D.E. - DRAINAGE EASEMENT              | RES. - RESIDENTIAL                    |
| E.O.P. - EDGE OF PAVEMENT             | RGE. - RANGE                          |
| E.O.W. - EDGE OF WATER                | S.B.T. - SOUTHERN BELL TELEPHONE      |
| ELEV. - ELEVATION                     | SAN. - SANITARY                       |
| EQUIP. - EQUIPMENT                    | SEC. - SECTION                        |
| ESMT. - EASEMENT                      | SQ. FT. - SQUARE FEET                 |
| EXIST. - EXISTING                     | T.O.B. - TOP OF BANK                  |
| F.P.L. - FLORIDA POWER & LIGHT        | T.V. - TELEVISION                     |
| FIN. - FINISHED                       | TWP. - TOWNSHIP                       |
| FLR. - FLOOR                          | TYP. - TYPICAL                        |
| FRD. - FOUND                          | U.E. - UTILITY EASEMENT               |
| G.V. - GATE VALVE                     | W.M. - WATER METER                    |
| ICV - IRRIGATION CONTROL VALVE        | Δ - DELTA (CENTRAL ANGLE)             |
| I.R./CAP - IRON ROD & CAP             | ALUM. - ALUMINUM                      |
| INT - INTERSECTION                    | W.E. - WATER EASEMENT                 |
| INV. - INVERT                         | S.E. - SANITARY EASEMENT              |
| IRR. - IRRIGATION                     | ○ - SET 5/8" IR/CAP LB 3591           |
| L.A.E. - LIMITED ACCESS EASEMENT      | ⊙ - SANITARY MANHOLE                  |
| L.P. - LIGHT POLE                     | ⊕ - WOOD POWER POLE (UNLESS NOTED)    |
| LOW. - LOWEST                         | ⊖ - CENTER LINE                       |
| L.W.D. - LAKE WORTH DRAINAGE DISTRICT |                                       |
| M.H. - MANHOLE                        |                                       |
| MEAS. - MEASURED                      |                                       |
| MON. - MONUMENT                       |                                       |
| N/T - NAIL & TAB                      |                                       |

**NOTES:**

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO ASSUMED DATUM.
6. THE DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
7. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. FLOOD ZONE: "A7" (ELEV. 8'); COMMUNITY PANEL NO. 120213 0001 C; DATED SEPTEMBER 30, 1982.
10. BENCH MARK: X-CUT NW CORNER OF PICNIC PAVILLION CONCRETE FLOOR. 1ST PAVILLION SOUTH OF WALKWAY ENTRANCE AT PHIPPS PARK. 3.3 FEET WEST OF EAST EDGE AND 3.2 FEET SOUTH OF NORTH EDGE. ELEVATION = 22.698.
11. PROPERTY ADDRESS: 2607 GEORGIA LANE, LAKE WORTH, FLORIDA.

**DESCRIPTION:**

LOT 38, "COLLEGE PARK ADDITION NO. 5", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 40 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF LAKE WORTH, PALM BEACH COUNTY, FLORIDA.

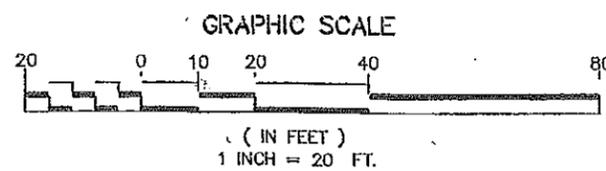
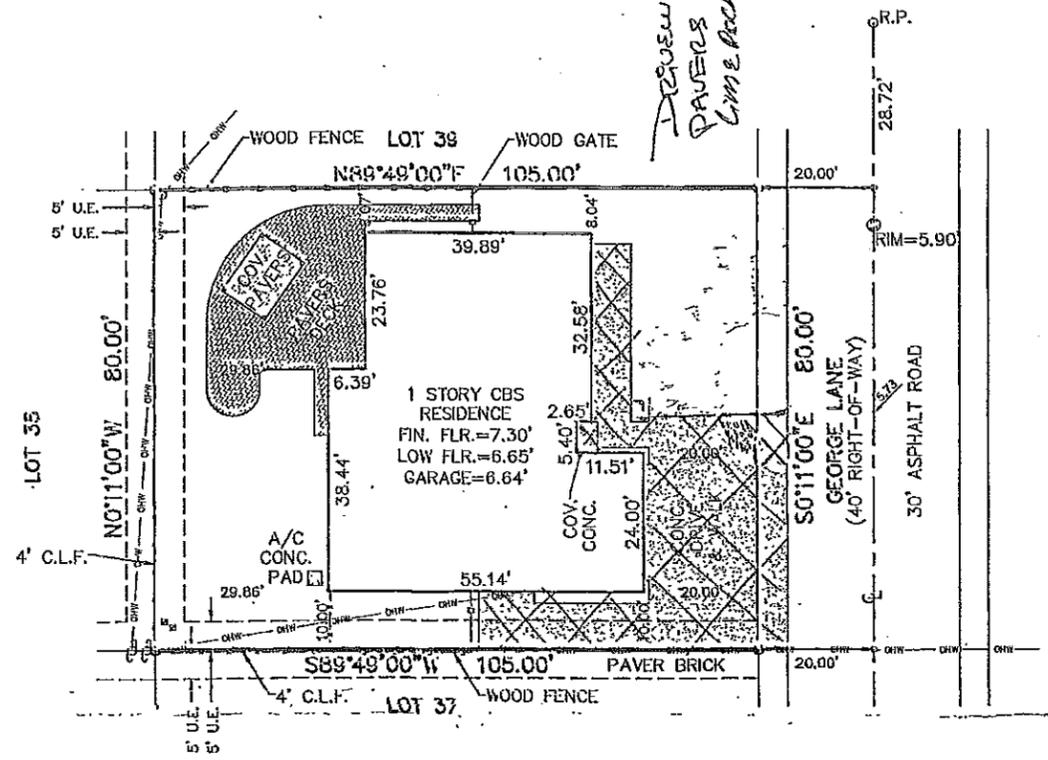
CONTAINING 8,408 SQUARE FEET / 0.1930 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

**CERTIFICATE:**

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON MARCH 12, 2012. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

*Jeffrey Wagner*  
 JEFFREY WAGNER, P.L.S.  
 REG. LAND SURVEYOR #5392  
 STATE OF FLORIDA - LB #3591



**CERTIFIED TO:**

CHARLES MACCARONE, A SINGLE MAN, AND SHERRY WEINSCHENK, A SINGLE WOMAN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP; BANKATLANTIC, A FEDERAL SAVINGS BANK, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR; STANDARD TITLE INSURANCE AGENCY, INC.; ATTORNEYS' TITLE INSURANCE FUND, INC.

**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

**COLLEGE PARK ADDITION NO. 5**  
**LOT 38**  
**BOUNDARY SURVEY**

REVISIONS	DATE	BY

DATE	11/26/13	SCALE	1"=20'
F.L.D.B.K.	ELEC.	CHECKED BY	JRW
PAGE	ELEC.		
FILE NAME	3475 SUR.dwg		

3475
SHTNO. 1
OF 1 SHEETS

IN WITNESS WHEREOF the parties hereto have made and executed this Variance Agreement on the day and year first above written.

**CITY OF LAKE WORTH**

Reviewed and approved for execution:

By: *Luis Martinez*  
Luis Martinez, Building Official

Approved as to form and legal sufficiency:

By: *Glen Torcivia* For  
Glen Torcivia, City Attorney

*[Signature]*  
Signature of Witness  
Printed Name: Sandra J. Vassalotti

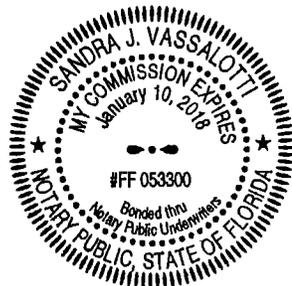
*Beth Steverson*  
Signature of Witness  
Printed Name: Beth Steverson  
STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

**PROPERTY OWNERS**

*[Signature]*  
Charles Maccarone, Owner

*Sherry Weinschein*

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January, 2014 by Charles Maccarone, who is  personally known to me] or who has produced  as identification.



*[Signature]*  
Notary Sandra J. Vassalotti  
Printed Name of Notary

[Signature]  
Signature of Witness  
Printed Name: Sandra J. Vassalotti

[Signature]  
Sherry Weinschenk, Owner

[Signature]  
Signature of Witness  
Printed Name: Stacey Arlosoroff

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January, 2014  
by Sherry Weinschenk, who is  personally known to me] or who has produced   
as identification.

Notary [Signature]  
Printed Name of Notary  
Sandra J. Vassalotti





## CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

**AGENDA DATE:** February 11, 2014, Regular Meeting

**DEPARTMENT:** Electric Utilities

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Renew the annual membership to the Florida Municipal Electric Association for Fiscal Year 2014

#### **SUMMARY:**

The Membership will allow the City to have legal, legislative, and regulatory representation that provides the ability to impact the outcome of important decisions that directly impact electric utility customers.

#### **BACKGROUND AND JUSTIFICATION:**

The Florida Municipal Electric Association (FMEA) represents the unified interests of 34 public power communities across Florida. FMEA is affiliated with and works closely with the American Public Power Association (APPA) on regulatory issues facing the electric industry. Together, FMEA staff and municipal utility members work to protect public power's legislative, regulatory and operational interests in Tallahassee and Washington, D.C. The FMEA members represent 14% of Florida's market share of the electric utility industry.

Participation in membership of the FMEA benefits the City through the following committees:

- **Legislative and Regulatory:** This committee meets on an as-needed basis and oversees the legislative and regulatory activities that affect the electric industry. Staff receives emails and updates that track legislative issues facing not only the electric industry nationwide, but also local initiatives that may have wider reaching consequences. FMEA provides the avenue to communicate with legislators as well as the Public Service Commission. Through diligent efforts and coordination by FMEA staff, member cities are afforded the opportunity to testify before the PSC on items that can directly affect customers.
- **Member Services:** This committee meets once a year to discuss activities of the FMEA to ensure that services provided meet the needs of member cities. It is through this participation that members can request information-gathering services, which the FMEA staff oversees – writing, distributing, and compiling survey information. In addition to programmed services, FMEA staff is readily available to assist member cities. Lake Worth has benefited in the last year with communication training, PSC reporting, franchise agreement direction, and energy conservation information.
- **Safety and Training:** This committee meets quarterly and consists of member city representatives charged with safely operating their utility. This group coordinates training classes and the annual Lineman's Rodeo.
- **Engineering and Operations:** This committee meets once per year and includes representatives from member cities whose job responsibilities include transmission, distribution, generation, and fuels.

- Customer Connections Committee: Meets three times per year and offers participants the opportunity to interface with other utilities concerning customer service, key accounts, energy conservation, demand side management, and public relations.
- Mutual Aid: FMEA provides staff members that are available 24 hours per day, 7 days per week pre- and post-disaster events. They provide assistance scheduling and mobilizing work crews, equipment, and supplies. In addition, they are the City's liaison with the State Emergency Operation Center, the Office of the Governor, and State legislators.

This item has been reviewed by the Electric Utility Advisory Board on January 15, 2014, and recommended for approval.

**MOTION:**

I move to approve/ disapprove payment of the Fiscal Year 2014 annual membership to the Florida Municipal Electric Association at a cost of \$33,345.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
FMEA Invoice

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	\$33,345	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$33,345</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

No. of Addn'l Full-Time Employee Positions	0	0	0	0	0
--	---	---	---	---	---

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	Project #	FY 2014 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
	<b>Utilities-Electric</b>					
401-6010-531.54-00	Book, Pubs, Subsc & Membership	N/A	\$35,475	\$35,475	\$33,345	\$2,130

C. Department Fiscal Review: \_\_\_\_\_

Clay Lindstrom, Electric Utility Director

September 1, 2013

Mr. Clayton Lindstrom  
Assistant Utilities Director  
City of Lake Worth Utilities  
1900 2nd Ave N  
Lake Worth, FL 33461-4204

INVOICE

FMEA Dues October 2013 through September 2014

Amount Due: \$33,345.00

Please remit to: Florida Municipal Electric Association, Inc.  
PO Box 10114  
Tallahassee, FL 32302-2114

417 E. College Ave. (32301) • PO Box 10114 • Tallahassee, Florida 32302 • (850) 224-3314 • Fax: (850) 224-2831 • [www.publicpower.com](http://www.publicpower.com)

• Alachua • Bartow • Blountstown • Bushnell • Chattahoochee • Clewiston • Fort Meade • Fort Pierce • Gainesville • Green Cove Springs •  
• Havana • Homestead • Jacksonville • Jacksonville Beach • Key West • Kissimmee • Lakeland • Lake Worth • Leesburg •  
• Moore Haven • Mount Dora • Newberry • New Smyrna Beach • Ocala • Orlando • Quincy • Reedy Creek •  
• St. Cloud • Starke • Tallahassee • Vero Beach • Wauchula • Williston • Winter Park •



## CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600 · Fax: 561-586-1750

**AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, MARCH 04, 2014 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Offered by Ted Brownstein of the BAHA'I Faith of Lake Worth
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner John Szerdi
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Update provided by the City Tree Board
  - B. Update provided by the Pineapple Beach Neighborhood Association
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
10. **PUBLIC HEARINGS:**
11. **UNFINISHED BUSINESS:**
12. **NEW BUSINESS:**
13. **LAKE WORTH ELECTRIC UTILITY:**
  - A. **PRESENTATION:** (There is no public comment on Presentation items)
    - 1) Update on the electric utility system

Agenda Date: March 4, 2014 Regular Meeting

**B. CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

**C. PUBLIC HEARING:**

**D. NEW BUSINESS:**

**14. CITY ATTORNEY'S REPORT:**

**15. CITY MANAGER'S REPORT:**

A. March 18, 2014 draft Commission agenda

**16. ADJOURNMENT:**

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. (F.S. 286.0105)

NOTE: ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.