



## 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. Proclamation declaring March 2014 as LGBTQ Pride Month
  - B. Present the gift of "Feels Like Home to Me" song to the City
  - C. Update provided by the Pineapple Beach Neighborhood Association
  - D. Update provided by the City Tree Board
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
  - A. City Commission Meeting - February 11, 2014
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
  - A. Contract with Mathews Consulting, Inc. for engineering services for the 7th Avenue South roadway improvements project
  - B. Appoint the Finance Director to the Employees and Police Retirement Systems Pension Boards

- C. Resolution No. 08-2014 - declare the City's intent to issue a revocable permit for property located at 1501 North L Street and schedule the public hearing date for March 18, 2014
- D. Resolution No. 09-2014 - create a domestic partnership tax equity program
- E. Resolution No. 10-2014 - support a major league baseball training camp at John Prince Park

**10. PUBLIC HEARINGS:**

- A. Ordinance No. 2014-08 - First Reading and First Public Hearing - amend conditional uses in the Mixed Use-Federal Highway (MU-FH) zoning district and schedule the second public hearing date for March 18, 2014

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

- A. Ordinance No. 2014-09 - First Reading - create Registered Domestic Partnerships and schedule the public hearing date for March 18, 2014

**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:**

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

- A. Mediated Settlement Agreement in the case of the City of Lake Worth versus Board of Trustees of the Lake Worth Firefighters' Pension Trust Fund

**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.

## PROCLAMATION

- WHEREAS,** the lesbian, gay, bisexual and transgender community is comprised of people from all walks of life who are active participants in our community; and
- WHEREAS,** members of the lesbian, gay, bisexual and transgendered community are engaged in endeavors of economic growth, retail, education, hospitality, community services and major professional and service industries; and
- WHEREAS,** state and federal laws do not provide adequate protections to individuals facing discrimination based on sexual orientation and gender identity, and have no marriage equality in the State of Florida; and
- WHEREAS,** the City of Lake Worth has a proud history of striving for equal opportunity for all of its residents and employees; and
- WHEREAS,** in 2002, the City of Lake Worth enacted policies protecting its employees from discrimination based on sexual orientation; and
- WHEREAS,** in 2004, the City of Lake Worth provided domestic partnership benefits for its employees; and
- WHEREAS,** in 2007, the City of Lake Worth entered into a groundbreaking public-private partnership with Compass, the Gay & Lesbian Community Center of the Palm Beaches, to provide social services, recreational opportunities, and a state-of-the-art community center for all residents by renovating a city-owned surplus building; and
- WHEREAS,** in 2007, the City of Lake Worth enacted policies protecting its employees from discrimination based on gender identity and expression; and
- WHEREAS,** in 2007, the City of Lake Worth amended its Code of Ordinances, Section 20-2 Civil Rights Act to include a person's gender identity or expression and to create a definition for both; and
- WHEREAS,** in 2009, Compass, the Gay & Lesbian Community Center of the Palm Beaches, completed the renovations of the City's surplus property, creating a state-of-the-art community center that remains one of the largest centers of its kind in the nation; and

**WHEREAS,** in 2010, the City of Lake Worth Commission unanimously passed a resolution supporting legislation to repeal Florida's 1977 law prohibiting gay and lesbian Floridian's from adopting children; and

**WHEREAS,** from 2001 to 2014, PrideFest of Lake Worth and the Palm Beaches evolved into a significant economic driver in the City of Lake Worth, attracting thousands of residents and visitors from around the nation; and

**WHEREAS,** people seeking to limit any rights of the lesbian, gay, bi-sexual, and transgender community are in conflict with the City's policies and anti-discrimination ordinances.

**NOW, THEREFORE,** I, Pam Triolo, Mayor of the City of Lake Worth, Florida, by virtue of the authority vested in me, do hereby proclaim

**March 2014**  
as  
**LGBTQ Pride Month**

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 4<sup>th</sup> day of March 2014.

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Pam Triolo, Mayor

ATTEST:

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Pamela J. Lopez, City Clerk

Maryellen Healy  
323 S. Federal Hwy #10  
Lake Worth, FL 33460  
melhealy@yahoo.com  
845-399-4630

February 4, 2014

City of Lake Worth

I would like to request a presentation on the March 4th City Commission meeting to show our video of our Lake Worth Song - photos of real residents doing things we sing about. We would like to present this as a gift to the city to use freely as you see fit as long as no money is made off it.

The video is a creative collaboration of Vincent Cerniglia, Maryellen Healy and Anna Maria Hunt. The song is ours ~~2009~~ (Mel and Vinnie) called "Feels Like Home to Me". We wrote it in 2009 at an open mic songwriting contest here in Lake Worth.

Thank you for your consideration,

Maryellen Healy



## CITY OF LAKE WORTH

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**AGENDA DATE:** March 4, 2014, Regular Meeting

**DEPARTMENT:** City Clerk

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### **EXECUTIVE BRIEF**

**TITLE:**

Update provided by the Pineapple Beach Neighborhood Association

**SUMMARY:**

Ms. Pam Bergsma, Pineapple Beach 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. This will be the first update from the Pineapple Beach Neighborhood Association.

**MOTION:**

Not applicable

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable



## CITY OF LAKE WORTH

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**AGENDA DATE:** March 4, 2014, Regular Meeting

**DEPARTMENT:** City Clerk

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### **EXECUTIVE BRIEF**

**TITLE:**

Update provided by the City Tree Board

**SUMMARY:**

Mr. Richard Stowe, Board Chair, will update the Commission on activities that have taken place over the past several months.

**BACKGROUND AND JUSTIFICATION:**

The Board members establish policy and provide standards within the City landscape ordinance for tree preservation and protection, both public and private. The policy would include, but not be limited to providing educational materials on proper planting, pruning techniques and insect and disease control; planting native species; inventory existing trees; permit guidelines, including rules for tree removal; opportunities for citizen involvement; and City tree sales. The members should recommend the planting of trees, which would provide a continuing shade canopy into the future. The last update from the City Tree Board was on March 5, 2013.

**MOTION:**

Not applicable

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

## HIGH TIDE AND GREEN GRASS

The role trees play in an emerging era of climate instability



## LAKE WORTH CITY TREE BOARD UPDATE TO CITY COMMISSION TUESDAY, MARCH 4, 2014

- » Richard Stowe, Chair
- » Yolanda Vasquez, Secretary
- » Donald Cavanaugh
- » Jeannie Fernsworth
- » Marshall Pass
- » David McGrew, Staff Liaison, City Horticulturalist



## SHADE OR SUN, THE ROLE TREES PLAY IN OUR CITY STREETScape

Marjorie, 3-year resident of Lake Worth, & her son Sess, enjoy a Sunday stroll after church

- » Healthy trees on private lots may increase property value by 15%
- » Shaded homes measurably reduce residential utility bills
- » Well maintained tree-lined streets may add \$15,000 to home value
- » A healthy street tree canopy contributes to walkable, bike-able streets
- » Canopied streets reduce sun exposure to individuals with sensitive skin
- » Shaded streets reduce daily expansion of asphalt; increases life by 40%
- » Tree shaded neighborhoods are 5-15 degrees cooler during the day
- » Narrower streets allow for denser street tree canopy
- » Narrow streets, lower speed limits & tree canopy increase street worth

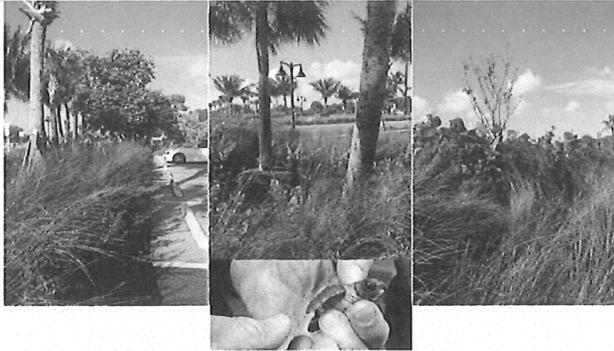


## SNOOK ISLANDS & SHORELINE HABITAT

- » The Snook Islands & mangroves:
- » Provide a distinctive aesthetic
- » Enrich marine wildlife
- » Protect against storm surge
- » Help shield view of island



**WORLD CLASS NATIVE PLANT LANDSCAPING  
& HUMAN-FRIENDLY LIGHTING AT LAKE WORTH CASINO**



**OPPORTUNITY FOR NATIVE PLANT LANDSCAPING**

"WHEREVER I GO IN AMERICA, I LIKE IT WHEN THE LAND SPEAKS ITS OWN LANGUAGE IN ITS OWN REGIONAL ACCENT" LADY BIRD JOHNSON

- Native trees & plants create a sense of place
- Best adapt to local conditions
- Thrive with the least care
- Evolve with regional soil, climate & rainfall
- Support native fauna & migratory birds
- Native plant diversity = wildlife diversity
- Native trees lower carbon & water footprint



**TREE REPLACEMENT RECOMMENDATION FOR CULTURAL PLAZA**

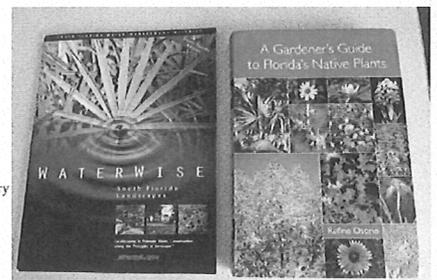
**GREEN BUTTONWOOD  
CONOCARPUS ERECTUS**

- Relatively tall
- Easy to grow
- Attractive leaves
- Drought tolerant
- Withstands salt
- Hurricane tolerant



**THE CONTRIBUTING ROLE OF NATIVE PLANTS & XERISCAPE  
IN THE HEALTH OF THE EVERGLADES**

- Learning about native plants
- City resident educators:
- Rufino Osorio, Rob Hopper
- Native tree + native understory
- Native plants and xeriscape



## 9TH ANNUAL FESTIVAL OF TREES

LAKE WORTH ARBOR DAY  
EAST PALATKA HOLLY DEDICATION  
SATURDAY, JANUARY 18, 2014

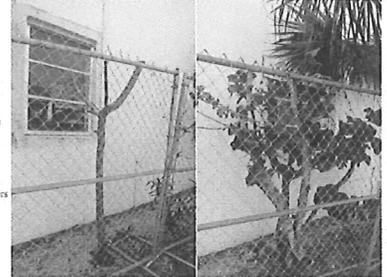


- Mayor Triolo reads Arbor Day proclamation
- Former Chair Josette Kaufman remembered
- State Reps, Commissioners & the Marshalls
- Speakers, live music, nurseries, non-profits



## HAT-RACKING: AN ILLEGAL ACTIVITY

- Illegal at city, county & state levels
- Establish Zero tolerance policy in Lake Worth
- Advise: red tag hat-racked trees
- Red tags serve as a visual reminder to violators



## INVASIVE TREES FLORIDA EXOTIC PEST PLANT COUNCIL

- Australian-pine
- casuarina equisetifolia
- fleppc.org (category 1)
- neither pine, nor conifer
- seed prolifically
- emits herbicide
- quadrupled (1993 to 2005)
- hurricane damage-prone



## STRANGLER FIG FICUS AUREA

- Coopers Hawk's Nest
- Host to native butterflies
- Siting Strangler Fig



## TRANSFORMING A YARD INTO TROPICAL HARDWOOD HAMMOCK

- Phil & Ann Weintich
- Forest Hill & Jupiter H.S. biology teachers
- 30-year Lake Worth residents
- Audubon Society members
- Migratory Bird Pathway



## CITY TREE SURVEY & MANAGEMENT PLAN

- Certified Arborists to locate, identify, assess Lake Worth public trees
- Utilize GPS, or GIS to identify location of public trees
- Tree size = trunk diameter at 4.5 feet above grade
- Species = common + botanical name
- Tree condition = assessment of structural strength & systemic health
- Structure = presence of cavities, decayed wood, rubbing branches
- Net systemic health = photosynthesis - respiration



**MINUTES  
CITY OF LAKE WORTH  
REGULAR MEETING OF THE CITY COMMISSION  
FEBRUARY 11, 2014 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:01 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 and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi. Vice Mayor Scott Maxwell was absent. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

**2. INVOCATION:**

The invocation was offered by Father Paul Rasmus of St. Andrew's Episcopal Church.

**3. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Commissioner Andy Amoroso.

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

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

- Delete Presentations, Item A; and
- Approve the agenda as amended.

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

**5. PRESENTATIONS:**

- A. (Deleted) Update provided by the Community Redevelopment Agency**
- B. Update provided by the Downtown Jewel Neighborhood Association**

Jon Faust, President, provided an update on the Downtown Jewel Neighborhood Association's boundaries, meeting dates, and activities.

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

Commissioner Szerdi: announced his attendance at the South Palm Park Neighborhood Association meeting on February 10, 2014, and the members discussed an incident on South Federal Highway. He said the Commission

needed to address issuing beach decal parking to part-time residents; announced the Treasure Coast Regional Planning Council concluded their 750 vision and how it would affect various planning councils along seven counties and said their next meeting was scheduled on February 21, 2014; said he was looking forward to the Street Painting Festival on February 22 and 23, 2014; and offered his condolences to former Commissioner Nadine Burns on the death of her husband.

Commissioner Amoroso: announced the Street Painting Festival was in two weeks, Kiwanis was hosting a Taste of Lake Worth event on February 21, 2014, and Evenings on the Avenue was on February 22, 2014; asked everyone to get involved with the neighborhood associations and volunteer at the Beer Gartien during the Street Painting Festival. He said tips from the Beer Gartien would go back to the neighborhood associations; announced a ribbon cutting ceremony at the Gray Mockingbird Community Garden on February 16, 2014; offered his condolences to Susan Stevens on the death of her sister, and thanked the community for their support in his unopposed re-election.

Commissioner McVoy: announced his attendance at the Artist Loft activities on February 7, 2014, and said he was impressed with the lofts.

Mayor Triolo: thanked the community for their support and trust in her unopposed re-election and said she would do them proud; offered her condolences to former Commissioner Nadine Burns on the death of her husband; announced a Finnish Festival event on February 15, 2014, and Gray Mockingbird Community Garden ribbon cutting ceremony on February 16, 2014; said she attended the Green Market on February 8, 2014, and US Conference of Mayors in Washington, DC. She said the US Conference of Mayors paid for her to attend, during the conference there was discussion about infrastructure, she met with President Obama's new staff, said there was little federal funding sources available, she met with Congresswoman Frankel and Congressmen Hastings, Rubio, and Deutsch's staff about infrastructure and the need for federal funding.

**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: Mary Lindsey, Terry Brokovich, Peter Timm, Dustin Zacks, Loretta Sharpe, Jerome Koch, and Greg Rice.

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

Linda Carr said she was an employee at the Lake Worth Pier and that there was a problem with the employee parking area. She commented that employees parked at the Green Market location, the area was unsafe, and that she had an issue with safety because the public would not know if she

was carrying pier revenue money or not. She asked for two parking spots on the upper lot for the Pier Master. She also commented that she was not happy with the all-day fishing pier pass fee increase and that sales for the passes had decreased. She asked the City to look into reducing the fishing pier pass fee.

Request/comment summary:

1. Commissioner Szerdi suggested addressing the fishing pier fee.
2. Commissioner McVoy suggested purchasing animal cages and traps and then rent them to residents in order to transport feral cats.

**8. APPROVAL OF MINUTES:**

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

**A. City Commission Meeting – January 28, 2014**

**B. City Commission Special Meeting – February 4, 2014**

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

**9. CONSENT AGENDA:**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve the Consent Agenda.

**A. Resolution No. 07-2014 – set the general election ballot**

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

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

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

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

**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**

City Attorney Torcivia 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 Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-07 on second reading.

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

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

**11. UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**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**

Jamie Brown, Public Services Director, explained that this agreement would allow for the encroachment of brick pavers in the right-of-way and protect the City from any liability should anything happen within that right-of-way. He said 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, the agreement would 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.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve a variance agreement with Charles Maccarone and Sherry Weinschenk on property located at 2607 Georgia Lane.

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

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

**13. LAKE WORTH ELECTRIC UTILITY:**

**A. PRESENTATION:**

**1) Update on the electric utility system**

No update was provided.

**B. CONSENT AGENDA:**

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

**C. PUBLIC HEARING:**

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

**D. NEW BUSINESS:**

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

Clayton Lindstrom, Electric Utilities Director, explained that the membership would allow the City to have legal, legislative, and regulatory representation that provided an ability to influence the outcome of important decisions that directly impacted electric utility customers.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to approve the payment of the Fiscal Year 2014 annual membership to the Florida Municipal Electric Association at a cost of \$33,345.

Mayor Triolo announced that it was time for public comment.

Peter Timm said he supported selling the electric utilities and asked the Commission to stop spending money on it because the City was poor.

Loretta Sharpe asked if staff could explain the mutual aid benefit and its affect on the City's insurance.

Mr. Lindstrom explained how the City was saving money on insurance through its mutual aid benefit.

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

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

City Attorney Torcivia provided the following report:

- Congratulated Mayor Triolo, Vice Mayor Maxwell, and Commissioner Amoroso on their unopposed re-elections.

**15. CITY MANAGER'S REPORT**

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

City Manager Bornstein provided the following report:

- Introduced Doug Wood as the new Finance Director and provided information on his professional background.
- Said he would introduce Mark Woods as the new Code Enforcement Manager at the next Commission meeting.

**16. ADJOURNMENT:**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to adjourn the meeting at 6:58 PM.

Vote: Voice vote showed: AYES: Mayor Triolo 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: March 4, 2014

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



## CITY OF LAKE WORTH

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

**AGENDA DATE:** March 4, 2014, Regular Meeting

**DEPARTMENT:** Public Services

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Contract with Mathews Consulting, Inc. engineering services for the 7th Avenue South roadway improvements project

#### **SUMMARY:**

The Contract would provide design services to create plans and specifications for the construction of roadway improvements on 7<sup>th</sup> Avenue South between South A and South F Streets.

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

On October 22, 2013, the City of Lake Worth and Palm Beach County entered into an Interlocal Agreement to utilize an allocation of \$450,750 in Community Development Block Grant funds for the design and construction of roadway improvements on 7<sup>th</sup> Avenue South between South A Street and South F Street. The infrastructure improvements, as amended, include conversion of the unimproved 40 foot right of way section into a full roadway, construction of new concrete sidewalks and curbs, installation of a new 8-inch water main and appurtenances, development of a swale area, roadway striping and signage, minor stormwater improvements, installation of dry small conduit for future electric lines and restoration of areas affected by the reconstruction activity. All improvements will be compliant with Americans with Disabilities Act regulations and will meet all applicable code requirements.

On December 13, 2013, the City issued RFP #13-14-200 for the procurement of an engineering consultant to provide design services to create plans and specifications for the construction of the aforementioned improvements. The consultant shall also be responsible for public outreach, data collection, bidding assistance, permitting services, construction administration services, construction inspections of work in progress, recommending payment to contractors and providing other professional services customarily provided by similar professionals for this type of project.

Opening of all proposals was conducted on January 9, 2014. A total of thirteen proposals were received. An evaluation committee comprised of five (5) City staff members met on January 16, 2014 to evaluate and rank the proposals. As a result of the evaluation and ranking process, a Notice of Recommendation of Award was issued on January 22, 2014, with the recommendation that the award be made to Mathews Consulting, Inc. as the most responsive and responsible proposer, representing the best overall value to the City. A contract amount of \$53,713 has been negotiated for these services.

In accordance with the process contained in the Interlocal Agreement, Palm Beach County has reviewed and approved the City's solicitation process and recommendation to award the engineering services contract to Mathews Consulting, Inc. The terms and conditions of this award are set forth in the Contract for Engineering Services between the City and Mathews Consulting, Inc.

**MOTION:**

I move to approve/disapprove a contract with Mathews Consulting, Inc. in the amount of \$53,713.

**ATTACHMENT(S):**

Fiscal Impact Analysis

Evaluation Matrix

Notice of Recommendation to Award

Agreement for Professional Services

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

\$53,713 will be paid to vendor from (180-9710-539-6315) until reimbursement from County.

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	53,713	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>53,713</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: Community Development Block Grant funding is being provided by Palm Beach County Department of Economic Sustainability for this project.

<b>CDBG/Inter Local PBC</b>		<b>Mathews Consultings</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>180-9710-539-63-15</b>	Improv other than Bldg	450,750	450,750	(53,713)	397,037

C. Department Fiscal Review: \_JK\_



# City of Lake Worth

PROCUREMENT OFFICE  
7 North Dixie Highway  
Lake Worth, FL 33460

RFP# 13-14-200

7th Ave So Roadway Improvements

Evaluation Meeting: January 16th 2014 at 1:00PM

## SELECTION MATRIX BY RANKING

RANKED:	3	9	4	10	13	2	12	1	10	7	6	8	5
Evaluation Criteria Score	A.D.A. Eng	Calvin, Girodano & Assoc	Civil Design	CPH	Craig A. Smith & Assoc	Craven Thompson & Assoc	Engenuity Group	Mathews Consult	Michael B. Schorah & Assoc	Stanley Consult	Stantec Consult Services	Thompson & Assoc	Wantman Group
FELIPE	1.00	7.00	2.00	8.00	7.00	5.00	9.00	1.00	10.00	5.00	6.00	4.00	3.00
DOLORES	2.00	5.00	2.00	5.00	5.00	1.00	4.00	1.00	3.00	5.00	5.00	5.00	3.00
KARLA	7.00	5.00	4.00	6.00	9.00	2.00	11.00	1.00	8.00	6.00	3.00	10.00	5.00
MONICA	1.00	5.00	3.00	8.00	9.00	1.00	7.00	3.00	6.00	2.00	2.00	4.00	1.00
JAMIE	1.00	5.00	3.00	4.00	5.00	1.00	2.00	1.00	4.00	2.00	2.00	2.00	4.00
Total Ranked Points	12	27	14	31	35	10	33	7	31	20	18	25	16
Total Points Received:	444	379	442	364	350	457	372	458	389	394	400	386	431



**City of Lake Worth**  
Evaluation Matrix

PROCUREMENT OFFICE  
7 North Dixie Highway  
Lake Worth, FL 33460

RFP# 13-14-200

7th Ave So Roadway Improvements

Evaluation Meeting: January 16th 2014 at 1:00PM

**TOTAL AVERAGE WEIGHTED SCORE**

		<b>RANKED:</b>													
		<b>3</b>					<b>2</b>		<b>1</b>						
<b>Evaluation Criteria Score Sheet</b>		15	A.D.A. Eng	Calvin, Girodano & Assoc	Civil Design	CPH	Craig A. Smith & Assoc	Craven Thompson & Assoc	Engenuity Group	Mathews Consult	Michael B. Schorah & Assoc	Stanley Consult	Stantec Consult Services	Thompson & Assoc	Wantman Group
<b>1</b>	<b>CAPACITY:</b> Ability, capacity, and skill to perform the services required.	15	13.60	10.80	13.00	11.80	10.80	14.40	11.20	13.80	11.80	12.00	12.00	11.80	12.60
<b>2</b>	<b>FIRM'S EXPERIENCE:</b> Relevant Experience of Proposer's Firm as assigned to projects of a similar size and type in Florida and in the PB County area.	15	13.20	10.60	13.80	10.40	9.80	13.80	11.60	14.00	11.80	11.80	12.20	11.40	12.80
<b>3</b>	<b>PERSONNEL CREDENTIALS:</b> Personnel assigned to the project & qualifying credentials; including staff w/ exper in roadway, util, stormwater mgmnt and land development design and CEI.	30	26.80	23.40	26.60	22.40	23.20	27.60	22.80	27.40	24.20	23.40	24.40	24.20	27.20
<b>4</b>	<b>PROJECTED WORKLOAD:</b> Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10	8.00	7.20	7.80	6.60	5.60	7.80	7.60	8.40	6.00	7.00	6.40	6.40	8.00
<b>5</b>	<b>PROJECT APPROACH:</b> Project approach for design & construct phase.	30	27.20	23.80	27.20	21.60	20.60	27.80	21.20	28.00	24.00	24.60	25.00	23.40	25.60
<b>TOTAL AVERAGE POSSIBLE POINTS</b>		<b>100</b>	<b>89</b>	<b>76</b>	<b>88</b>	<b>73</b>	<b>70</b>	<b>91</b>	<b>74</b>	<b>92</b>	<b>78</b>	<b>79</b>	<b>80</b>	<b>77</b>	<b>86</b>
Total Points Received:			444	379	442	364	350	457	372	458	389	394	400	386	431

City of Lake Worth  
Evaluation Matrix

PROCUREMENT OFFICE  
7 North Dixie Highway  
Lake Worth, FL 33460

RFP# 13-14-200

7th Ave So Roadway Improvements

EVALUATOR: Felipe Lafaso, Asst Publix Services Director

Evaluation Meeting: January 16th 2014 at 1:00PM

**RANKED:**

Evaluation Criteria Score Sheet		15	A.D.A. Eng	Calvin, Girodano & Assoc	Civil Design	CPH	Craig A. Smith & Assoc	Craven Thompson & Assoc	Engenuity Group	Mathews Consult	Michael B. Schorah & Assoc	Stanley Consult	Stantec Consult Services	Thompson & Assoc	Wantman Group
<b>1</b>	<b>CAPACITY:</b> Ability, capacity, and skill to perform the services required.	15	15.00	12.00	15.00	13.00	13.00	15.00	12.00	15.00	12.00	14.00	13.00	14.00	14.00
<b>2</b>	<b>FIRM'S EXPERIENCE:</b> Relevant Experience of Proposer's Firm as assigned to projects of a similar size and type in Florida and in the PB County area.	15	13.00	11.00	15.00	10.00	13.00	13.00	12.00	15.00	12.00	14.00	13.00	13.00	14.00
<b>3</b>	<b>PERSONNEL CREDENTIALS:</b> Personnel assigned to the project & qualifying credentials; including staff w/ exper in roadway, util, stormwater mgmnt and land development design and CEI.	30	28.00	25.00	28.00	25.00	27.00	28.00	24.00	28.00	20.00	27.00	27.00	28.00	28.00
<b>4</b>	<b>PROJECTED WORKLOAD:</b> Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10	9.00	5.00	8.00	6.00	7.00	6.00	7.00	9.00	6.00	6.00	7.00	8.00	8.00
<b>5</b>	<b>PROJECT APPROACH:</b> Project approach for design & construct phase.	30	30.00	26.00	28.00	24.00	26.00	27.00	22.00	28.00	20.00	28.00	27.00	28.00	28.00
<b>TOTAL AVERAGE/POSSIBLE POINTS (100)</b>			<b>95</b>	<b>79</b>	<b>94</b>	<b>78</b>	<b>86</b>	<b>89</b>	<b>77</b>	<b>95</b>	<b>70</b>	<b>89</b>	<b>87</b>	<b>91</b>	<b>92</b>

City of Lake Worth  
Evaluation Matrix

PROCUREMENT OFFICE  
7 North Dixie Highway  
Lake Worth, FL 33460

RFP# 13-14-200

7th Ave So Roadway Improvements

EVALUATOR: Dolores Key, Economic Development

Evaluation Meeting: January 16th 2014 at 1:00PM

**RANKED:**

Evaluation Criteria Score Sheet		15	A.D.A. Eng	Calvin, Girodano & Assoc	Civil Design	CPH	Craig A. Smith & Assoc	Craven Thompson & Assoc	Engenuity Group	Mathews Consult	Michael B. Schorah & Assoc	Stanley Consult	Stantec Consult Services	Thompson & Assoc	Wantman Group
<b>1</b>	<b>CAPACITY:</b> Ability, capacity, and skill to perform the services required.	15	13.00	7.00	13.00	7.00	7.00	15.00	10.00	15.00	10.00	7.00	7.00	7.00	10.00
<b>2</b>	<b>FIRM'S EXPERIENCE:</b> Relevant Experience of Proposer's Firm as assigned to projects of a similar size and type in Florida and in the PB County area.	15	13.00	7.00	13.00	7.00	7.00	15.00	10.00	15.00	10.00	7.00	7.00	7.00	10.00
<b>3</b>	<b>PERSONNEL CREDENTIALS:</b> Personnel assigned to the project & qualifying credentials; including staff w/ exper in roadway, util, stormwater mgmnt and land development design and CEI.	30	27.00	15.00	27.00	15.00	15.00	29.00	17.00	29.00	25.00	15.00	15.00	15.00	25.00
<b>4</b>	<b>PROJECTED WORKLOAD:</b> Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10	9.00	5.00	9.00	5.00	5.00	10.00	7.00	10.00	7.00	5.00	5.00	5.00	7.00
<b>5</b>	<b>PROJECT APPROACH:</b> Project approach for design & construct phase.	30	27.00	15.00	27.00	15.00	15.00	29.00	17.00	29.00	25.00	15.00	15.00	15.00	25.00
<b>TOTAL AVERAGE/POSSIBLE POINTS (100)</b>			<b>89</b>	<b>49</b>	<b>89</b>	<b>49</b>	<b>49</b>	<b>98</b>	<b>61</b>	<b>98</b>	<b>77</b>	<b>49</b>	<b>49</b>	<b>49</b>	<b>77</b>

City of Lake Worth  
Evaluation Matrix

PROCUREMENT OFFICE  
7 North Dixie Highway  
Lake Worth, FL 33460

RFP# 13-14-200

7th Ave So Roadway Improvements

EVALUATOR: Karla White, Project Manager

Evaluation Meeting: January 16th 2014 at 1:00PM

**RANKED:**

Evaluation Criteria Score Sheet		15	A.D.A. Eng	Calvin, Girodano & Assoc	Civil Design	CPH	Craig A. Smith & Assoc	Craven Thompson & Assoc	Engenuity Group	Mathews Consult	Michael B. Schorah & Assoc	Stanley Consult	Stantec Consult Services	Thompson & Assoc	Wantman Group
<b>1</b>	<b>CAPACITY:</b> Ability, capacity, and skill to perform the services required.	15	11.00	12.00	11.00	12.00	11.00	13.00	8.00	12.00	11.00	11.00	12.00	10.00	12.00
<b>2</b>	<b>FIRM'S EXPERIENCE:</b> Relevant Experience of Proposer's Firm as assigned to projects of a similar size and type in Florida and in the PB County area.	15	12.00	11.00	12.00	11.00	9.00	12.00	10.00	13.00	10.00	12.00	12.00	10.00	12.00
<b>3</b>	<b>PERSONNEL CREDENTIALS:</b> Personnel assigned to the project & qualifying credentials; including staff w/ exper in roadway, util, stormwater mgmnt and land development design and CEI.	30	20.00	22.00	20.00	20.00	21.00	23.00	19.00	22.00	18.00	19.00	22.00	20.00	24.00
<b>4</b>	<b>PROJECTED WORKLOAD:</b> Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10	6.00	8.00	7.00	5.00	5.00	7.00	5.00	7.00	6.00	6.00	7.00	5.00	7.00
<b>5</b>	<b>PROJECT APPROACH:</b> Project approach for design & construct phase.	30	20.00	23.00	27.00	22.00	20.00	24.00	18.00	26.00	22.00	22.00	25.00	19.00	21.00
<b>TOTAL AVERAGE/POSSIBLE POINTS (100)</b>			<b>69</b>	<b>76</b>	<b>77</b>	<b>70</b>	<b>66</b>	<b>79</b>	<b>60</b>	<b>80</b>	<b>67</b>	<b>70</b>	<b>78</b>	<b>64</b>	<b>76</b>

City of Lake Worth  
Evaluation Matrix

PROCUREMENT OFFICE  
7 North Dixie Highway  
Lake Worth, FL 33460

RFP# 13-14-200

7th Ave So Roadway Improvements

EVALUATOR: Monica Morandi, Engineer

Evaluation Meeting: January 16th 2014 at 1:00PM

**RANKED:**

Evaluation Criteria Score Sheet		15	A.D.A. Eng	Calvin, Girodano & Assoc	Civil Design	CPH	Craig A. Smith & Assoc	Craven Thompson & Assoc	Engenuity Group	Mathews Consult	Michael B. Schorah & Assoc	Stanley Consult	Stantec Consult Services	Thompson & Assoc	Wantman Group
<b>1</b>	<b>CAPACITY:</b> Ability, capacity, and skill to perform the services required.	15	14.00	10.00	12.00	13.00	10.00	14.00	12.00	12.00	12.00	13.00	14.00	14.00	14.00
<b>2</b>	<b>FIRM'S EXPERIENCE:</b> Relevant Experience of Proposer's Firm as assigned to projects of a similar size and type in Florida and in the PB County area.	15	13.00	10.00	15.00	10.00	6.00	14.00	12.00	12.00	13.00	12.00	14.00	13.00	14.00
<b>3</b>	<b>PERSONNEL CREDENTIALS:</b> Personnel assigned to the project & qualifying credentials; including staff w/ exper in roadway, util, stormwater mgmnt and land development design and CEI.	30	29.00	25.00	28.00	22.00	23.00	28.00	24.00	28.00	28.00	26.00	28.00	28.00	29.00
<b>4</b>	<b>PROJECTED WORKLOAD:</b> Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10	7.00	10.00	6.00	9.00	3.00	7.00	10.00	7.00	3.00	9.00	4.00	5.00	10.00
<b>5</b>	<b>PROJECT APPROACH:</b> Project approach for design & construct phase.	30	30.00	28.00	26.00	20.00	15.00	30.00	20.00	28.00	26.00	30.00	30.00	26.00	26.00
<b>TOTAL AVERAGE/POSSIBLE POINTS (100)</b>			<b>93</b>	<b>83</b>	<b>87</b>	<b>74</b>	<b>57</b>	<b>93</b>	<b>78</b>	<b>87</b>	<b>82</b>	<b>90</b>	<b>90</b>	<b>86</b>	<b>93</b>

City of Lake Worth  
Evaluation Matrix

PROCUREMENT OFFICE  
7 North Dixie Highway  
Lake Worth, FL 33460

RFP# 13-14-200

7th Ave So Roadway Improvements

EVALUATOR: Jamie Brown, Public Services Director

Evaluation Meeting: January 16th 2014 at 1:00PM

**RANKED:**

Evaluation Criteria Score Sheet		15	A.D.A. Eng	Calvin, Girodano & Assoc	Civil Design	CPH	Craig A. Smith & Assoc	Craven Thompson & Assoc	Engenuity Group	Mathews Consult	Michael B. Schorah & Assoc	Stanley Consult	Stantec Consult Services	Thompson & Assoc	Wantman Group
<b>1</b>	<b>CAPACITY:</b> Ability, capacity, and skill to perform the services required.	15	15.00	13.00	14.00	14.00	13.00	15.00	14.00	15.00	14.00	15.00	14.00	14.00	13.00
<b>2</b>	<b>FIRM'S EXPERIENCE:</b> Relevant Experience of Proposer's Firm as assigned to projects of a similar size and type in Florida and in the PB County area.	15	15.00	14.00	14.00	14.00	14.00	15.00	14.00	15.00	14.00	14.00	15.00	14.00	14.00
<b>3</b>	<b>PERSONNEL CREDENTIALS:</b> Personnel assigned to the project & qualifying credentials; including staff w/ exper in roadway, util, stormwater mgmnt and land development design and CEI.	30	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
<b>4</b>	<b>PROJECTED WORKLOAD:</b> Overall projected workload of personnel assigned to the project, responsiveness and location of office.	10	9.00	8.00	9.00	8.00	8.00	9.00	9.00	9.00	8.00	9.00	9.00	9.00	8.00
<b>5</b>	<b>PROJECT APPROACH:</b> Project approach for design & construct phase.	30	29.00	27.00	28.00	27.00	27.00	29.00	29.00	29.00	27.00	28.00	28.00	29.00	28.00
<b>TOTAL AVERAGE/POSSIBLE POINTS (100)</b>			<b>98</b>	<b>92</b>	<b>95</b>	<b>93</b>	<b>92</b>	<b>98</b>	<b>96</b>	<b>98</b>	<b>93</b>	<b>96</b>	<b>96</b>	<b>96</b>	<b>93</b>



## PROCUREMENT OFFICE

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

### Notice of Recommendation to Award

#### MEMORANDUM

**To:** All Interested Parties

**From:** Kari Hansen  
Purchasing Agent

**Date:** January 22<sup>nd</sup> 2014

**Ref:** RFP 13-14-200  
7<sup>th</sup> Avenue South Roadway Improvements-Engineering Services

Based on the results of the 13 sealed proposals submitted and evaluated in response to the above-referenced solicitation, the City of Lake Worth is recommending that the award be made to Mathews Consulting, Inc. as the most responsive and responsible proposal which has been determined to represent the best overall value to the City. The effective date is January 22<sup>nd</sup> 2014.

Thank you very much to all the firms that took the time to submit their proposals, it is truly appreciated. Your names will naturally be kept on file and notifications will be extended to you upon any similar projects that develop within the City. If you have any questions, feel free to contact me via email at [KHansen@LakeWorth.org](mailto:KHansen@LakeWorth.org), or at the phone number shown above.

Sincerely,

A handwritten signature in black ink, appearing to read "Kari Hansen".

Kari Hansen  
Purchasing Agent  
City of Lake Worth

Cc: Bid File

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE  
CITY OF LAKE WORTH**



**7<sup>th</sup> Avenue South  
(South "A" Street to South "F" Street)  
Roadway Improvements Project**

**MATHEWS CONSULTING, INC.**

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE  
CITY OF LAKE WORTH**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460, hereinafter referred to as the "City" and **Mathews Consulting, Inc.**, a Florida corporation, whose principle business address is 477 S. Rosemary Avenue, West Palm Beach, FL 33401, hereinafter referred to as the "CONSULTANT".

**WHEREAS**, the City is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, Palm Beach County awarded the City a Community Development Block Grant for roadway and other improvements to 7<sup>th</sup> Avenue South, as amended (hereinafter the "Grant"); and

**WHEREAS**, pursuant to the Grant, the City issued Request for Proposal # 13-14-200 for Engineering Services for the roadway improvements to 7<sup>th</sup> Avenue South (South "A" Street to South "F" Street) (hereinafter the "RFP"); and

**WHEREAS**, the CONSULTANT submitted a proposal in response to the RFP; and

**WHEREAS**, the City desires to award the RFP to the CONSULTANT for the roadway improvements to 7<sup>th</sup> Avenue South (South "A" Street to South "F" Street) (hereinafter the "Project"); and

**WHEREAS**, the City finds awarding the RFP to the CONSULTANT as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

**ARTICLE 1 – RECITALS:** The foregoing recitals are incorporated into this Agreement as true and correct statements.

**ARTICLE 2 - SCOPE OF SERVICES**

The CONSULTANT will provide all professional services as specified and more fully described in the RFP and Exhibit "A", the CONSULTANT's scope of services (dated 1/27/2014) (hereinafter the "Scope of Services" or "services"). If there is any conflict between the RFP and Exhibit "A" regarding the CONSULTANT's Services, Exhibit "A" will take precedence as the parties' negotiated agreement on the Scope of Services.

### **ARTICLE 3 – GRANT**

As applicable, the terms and conditions of the Grant shall take precedence over all terms and conditions stated in this Agreement. A copy of the Grant is attached hereto as Exhibit “B” and incorporated herein by reference. By entering this Agreement, the CONSULTANT agrees to abide by all of the requirements and terms and conditions of the Grant agreement as applicable to the CONSULTANT including without limitation all Section 3 Clause requirements.

### **ARTICLE 4 - TERM OF AGREEMENT**

A. Term: This Agreement shall become effective upon approval by the City Commission and execution by the Mayor. The services shall commence upon the issuance of a Notice to Proceed by the City. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the “Initial Term” hereinafter). The City, through the City Manager, may extend the Initial Term of this Agreement if necessary to provide all Services and/or Additional Services provided that the City has approved funding for said renewal. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

B. Time for Completion: All services provided for herein shall be completed by the CONSULTANT within one (1) year or as more specifically detailed in Exhibit “A”.

### **ARTICLE 5 – COMPENSATION**

A. Services: The City shall pay the CONSULTANT a sum not to exceed Fifty-three Thousand Seven Hundred Thirteen and no/100 Dollars (\$53,713.00) for the provision of all Services (the “NTE Price”). Within the NTE Price, the CONSULTANT shall be provided allowances as set forth in Exhibit “A”, for identified tasks depending on the actual scope of said tasks. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services is the NTE Price and no additional costs shall be authorized without prior written approval from City’s governing body or the City Manager (depending on the City’s required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not in the NTE Price.

B. Reimbursable Project Expenses: The City will reimburse CONSULTANT for its reasonable direct project expenses, including expenses for subconsultants, upon submission of an invoice with proof of such expenses. Pursuant to the Grant requirements, reimbursement for all expenses shall be at cost and there shall be no mark up on expenses including subconsultant costs and expenses. The City shall not be responsible for payment of any reimbursable expenses except as provided for in Exhibit “A” and with proof of such expense.

C. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by City)

or as may otherwise be required by the Grant.

## **ARTICLE 6 - TERMS OF PAYMENT**

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement during the preceding month. Separate invoices shall be submitted for each task as shown in Exhibit "A". Payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

## **ARTICLE 7 - TERMS OF PERFORMANCE**

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is

reasonably possible.

Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, shall meet or exceed those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the Design Engineer or construction contractor(s) and to help determine if the provisions of the design and/or construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited

to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

I. Fiscal Non-funding: In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City.

J. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT.

K. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

L. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

M. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the tasks associated with the Project without prior written City approval.

N. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

## **ARTICLE 8 - CITY'S RESPONSIBILITIES**

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the Project.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

## **ARTICLE 9 – SUSPENSION BY CITY FOR CONVENIENCE**

City may, at any time, without cause order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

## ARTICLE 10 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
4. Continue and complete all parts of the services that have not been terminated.

## **ARTICLE 11 –INDEMNIFICATION AND INSURANCE**

A. Indemnification: The CONSULTANT agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (at all trial and appellate levels), in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Article, the CONSULTANT shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the CONSULTANT's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONSULTANT of any of its obligations hereunder. If the CONSULTANT assumes control of the defense of any third party claim in accordance with this paragraph, the CONSULTANT shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Article, the CONSULTANT shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONSULTANT has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFP and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

In addition to the insurance requirements of the RFP, CONSULTANT shall provide the following: Commercial Automobile Liability, with minimum coverage of \$1,000,000 per occurrence. Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an

endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

## **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

## **ARTICLE 13 - REMEDIES**

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

## **ARTICLE 14 – NOTICE**

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Mathews Consulting, Inc.  
477 S. Rosemary Avenue  
West Palm Beach, FL 33401

All notices to the City shall be sent to:

Office of the City Manager  
c/o City of Lake Worth  
7 North Dixie Highway  
Lake Worth, FL 33460.

#### **ARTICLE 15 – NO CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **ARTICLE 16 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The NTE Price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the NTE Price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

#### **ARTICLE 17 – PUBLIC ENTITIES CRIMES**

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT

certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

## **ARTICLE 18 - NONEXCLUSIVE AGREEMENT**

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

## **ARTICLE 19 - MISCELLANEOUS**

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement, including the RFP and the exhibits hereto, constitutes the entire Agreement between the parties hereto and supersedes any prior negotiations, representations, Agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein; the RFP (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein); and, Exhibit "A" and Exhibit "B". Except as specifically stated herein to the contrary, wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. Waiver of Jury Trial: To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or

proceeding related to this Agreement.

F. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

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

H. Third Party Beneficiaries: There are no third party beneficiaries to this Agreement.

## **ARTICLE 20 - PALM BEACH COUNTY INSPECTOR GENERAL**

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## **ARTICLE 21 - PUBLIC RECORDS**

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

## **ARTICLE 22 - REPRESENTATIONS/BINDING AUTHORITY**

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this

Agreement, CONSULTANT hereby represents to the City that it has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to Furnish Professional Services on the day and date first above written:

**CITY OF LAKE WORTH, FLORIDA**

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

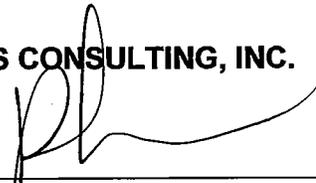
ATTEST:

Approved as to form and legal sufficiency:

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

  
Glen J. Torcivia, City Attorney

**MATHEWS CONSULTING, INC.**

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

Print Name: Rene L. Mathews

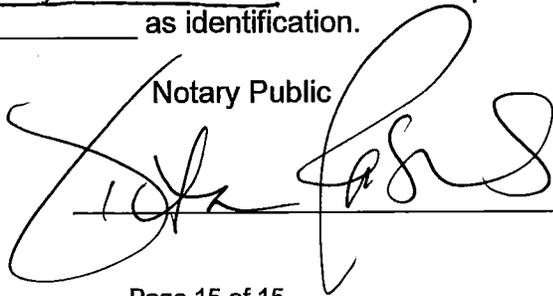
Title: Pres.

[Corporate Seal]

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 26 day of FEB, 2014 by RENE L. MATHEWS as PRESIDENT (title), of Mathews Consulting, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

  
\_\_\_\_\_



VICTORIA PARSONS  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE884755  
Expires 3/17/2017

**EXHIBIT "A"**  
**SCOPE OF SERVICES – 7<sup>th</sup> AVENUE SOUTH ROADWAY IMPROVEMENTS**  
**(DATED 1/27/2014)**

# City of Lake Worth – Engineering Services for 7<sup>th</sup> Avenue South Roadway Improvements

## A. Background

The City of Lake Worth (CITY) recently selected Mathews Consulting (MC) to provide Engineering Services for the 7<sup>th</sup> Avenue South (South “A” Street to South “F” Street) Roadway Improvements Project. The project is located within the City of Lake Worth’s Community Development Block Grant (CDBG) target area. CDBG funding will be provided for the project through Palm Beach Department of Economic Sustainability. Refer to project location map below.



The infrastructure improvements consist of:

- Conversion of an unimproved 40-foot right-of-way section into a full roadway
- New sidewalks and curbing
- Swale area
- New 8-inch water main for looping purposes
- Roadway striping & signage
- Minor stormwater improvements
- Dry small diameter conduit for future electric lines

## B. Scope of Services

The Engineering Services shall include the following tasks:

- Task 1 – Data Collection
- Task 2 – Design Services
- Task 3 – Permitting Services
- Task 4 – Public Outreach Meetings
- Task 5 – Bidding Assistance
- Task 6 – Construction Administration Services
- Task 7 – Construction Inspections

The specific scope of services to be provided by MC in this Contract includes the following:

### Task 1 – Data Collection

#### Subtask 1.1 Survey

MC shall furnish the services of a professional surveyor (Dennis J. Leavy & Associates) to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. All existing facilities and utilities within the established project limits will be referenced by baseline station with an offset distance (left or right) from baseline for the project and will include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
  - a. Location of all visible fixed improvements within the project limits, including physical objects, roadway pavement, driveways, sidewalks, curb, trees, signs, fences, power poles, buildings, and other encumbrances, including point of curvature and point of tangency. This also includes the horizontal location of the front two corners of the building on each lot and finished floor elevations.
  - b. Location of all known above and below ground existing utilities: LW Electric, AT&T, Cable TV, Natural Gas, Potable Water (pipe diameter, valves, fire hydrants, and meters), Force Mains (pipe diameter, TOP, and valves), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and **all** other accessible structures.
  - c. Identify platted rights-of-way (including bearing and distances for centerline), lot numbers, house address, ownership lines, block numbers and dedicated easements.
  - d. Elevations shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades, and shoulder grades, low points, and all right-of-way lines.
  - e. Provide and reference benchmarks at **maximum 600-foot intervals**. Elevations to be referenced to an existing established City or County Benchmark.

- f. The above topographical survey data will be prepared in AutoCAD (Version 2013) format at a scale of 1"=20', as one continuous file. Mathews Consulting standard layering system shall be used.

#### **Subtask 1.2 Utility Coordination**

Coordination with utility agencies (electric, phone, gas, water and CATV) shall be performed to collect record information. This Subtask includes reconciling apparent discrepancies between record information and photographic and field-verification information.

#### **Subtask 1.3 Roadway/Pipeline Corridor Analysis**

Field reconnaissance of the roadway/pipeline corridor shall be performed. Photograph log walk-through will be included. Potential conflicts will be identified.

#### **Subtask 1.4 Subsurface Investigations**

MC shall furnish the services of a professional geotechnical firm (Dunkelberger Engineering & Testing) to provide a geotechnical evaluation of the project area, and have two (2) soil borings done for soil strata identification and to determine the ground water level as part of the project.

#### **Subtask 1.5 Soft - Digs**

MC shall furnish the services of a professional underground services company (InfraMap, Inc.) to provide underground field locations (e.g. soft-digs) of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities in the project limits. This Contract assumes up to ten (10) utility locations will be required.

### **TASK 2 – DESIGN SERVICES**

Design shall consist of preparation of Contract Specifications, Contract Drawings and Construction Cost Opinion.

#### **Subtask 2.1 Preliminary Design Section**

MC shall prepare two (2) section alternatives in schematic format for the roadway. These sections will illustrate the typical placement of the proposed water main, dry electrical conduit, as well as above ground improvements (roadway width, curbing, sidewalk, swale), etc. CITY staff shall make a selection on the roadway section that will be designed for under subtask 2.2 below.

#### **Subtask 2.2 Construction Documents**

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, roadway section, signage and marking plan and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for roadway/pipeline plan. MC shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2013 format. Contract documents shall include: "front-end" documents and technical specifications and shall conform to the CITY Standards. The CITY shall prepare the front-end documents and provide to MC.

Drawings and specifications (four copies) shall be submitted for CITY review at 50% (plan view only), 75% (plan/profile) and 100% (plan/profile) stages. MC shall meet with the CITY to discuss comments, and incorporate comments into final documents. MC shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2013 files in electronic format on CD.

#### **Subtask 2.3 Construction Cost Opinion**

Preparation of construction cost opinion at 50%, 75% and 100% design stages. The construction cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages.

#### **Subtask 2.4 Design Meetings**

MC shall attend “kick-off” meeting and two (2) design review meetings with the CITY and provide a written summary of the issues discussed.

#### **Subtask 2.5 Quality Assurance**

MC shall provide internal QA/QC reviews on the 50% and 75% Design Documents (e.g. drawings, specifications, and cost estimates).

### **TASK 3 – PERMITTING PHASE**

During the Design Phase, MC shall meet with the potential permitting and other interested agencies to determine all potential permitting requirements. Agencies anticipated having interest in project include: Palm Beach County Health Department (PBCHD).

Permit applications shall be completed as required for PBCHD:

- Water Main Construction Permit

Associated permit application fees shall be determined by MC and paid by CITY. In addition to preparing the permit applications for appropriate regulatory agencies, MC shall assist the CITY in consultations with the appropriate authorities (if required). Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each of the agencies.
- Attend up to one (1) meeting with each of the agencies during review of the final permit applications.
- Respond to request(s) for additional information from each agency.

### **TASK 4 - PUBLIC OUTREACH & COORDINATION**

#### **Subtask 4.1 Public Outreach Program**

MC shall attend up to two (2) meeting's with the homeowners in the project area. The meetings shall be coordinated by the CITY and shall also be attended by the Contractor (if meeting held during construction). This will also include assistance with the development of presentation materials for the public meeting for the affected residents.

**TASK 5 – BIDDING ASSISTANCE****Subtask 5.1 Bid Advertisement**

MC shall assist CITY in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor). It is anticipated that work shall be awarded under a single construction contract. MC shall provide one (1) CD in pdf format of the bid documents to CITY. The CITY will be responsible for providing Contract Documents to the prospective bidders. The CITY shall receive and process deposits for bidding documents and shall maintain a record of prospective bidders to whom bidding documents have been issued.

**Subtask 5.2 Pre-Bid Conference**

MC shall conduct pre-bid conference in conjunction with CITY staff and provide a written summary of issues discussed.

**Subtask 5.3 Bid Clarification/Addenda**

MC shall prepare addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period. The CITY shall submit any addenda's to the prospective bidders.

**Subtask 5.4 Contract Award**

MC shall attend the bid opening, prepare bid tabulation sheets (if required) and assist CITY in evaluating bids and proposals (for the low bidder), and in assisting the CITY in assembling and awarding contract for construction. MC shall submit to CITY written recommendation concerning contract award.

**Subtask 5.5 Conformed Contract Documents**

MC shall prepare conformed Contract Documents for use by the Contractor and CITY during construction.

**TASK 6 – CONSTRUCTION ADMINISTRATION SERVICES**

The general administration services during construction of the 7<sup>th</sup> Avenue South Roadway Improvements Project shall include the following tasks:

**Subtask 6.1 Preconstruction Conference**

MC shall attend a preconstruction conference with representatives of CITY, contractor and major subcontractors for the construction contract. MC shall prepare, in writing, minutes of conference.

**Subtask 6.2 Submittal Review**

MC shall review and process shop drawings, samples, schedules, certifications and any other data which the construction contractor is required to submit. The review will be for conformance with the design concept and compliance with the construction contract documents. Consultant will submit reviewed shop drawings/submittals to CITY for their records.

**Subtask 6.3 Pay Estimate Review**

Based on onsite observations as an experienced and qualified design professional and on review of Contractor applications for payment and accompanying data and schedules, determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. Review of stored materials items and invoices as required. This also includes, monitoring the construction schedule monthly and reporting to the CITY conditions which may cause delay in completion.

**Subtask 6.5 Construction Clarifications**

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the estimated 4-month construction period. MC shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within 3 to 5 working days.

**Subtask 6.6 Review Change Orders**

Provide services in connection with preparing change orders to reflect changes to the construction project, limited to minor changes requested by Contractor. Analysis of major design modifications, including the preparation of significant Drawing revisions, are not included, and may require additional authorization.

**Subtask 6.7 Progress Meetings**

MC shall conduct monthly construction progress meetings (estimated 3 meetings) to be held at an acceptable location and provide a written summary of the issues discussed.

**Subtask 6.8 Certification of Construction Completion**

MC shall certify to the Palm Beach County Health Department based on the visible project features, MC's periodic inspections, that the project was constructed in accordance with the plans and specifications submitted in the permit applications.

**Subtask 6.9 Substantial and Final Inspections**

MC shall conduct a substantial and final inspection with the CITY and Contractor to determine if the project has been completed in accordance with the contract documents and if the construction contractor has fulfilled his obligations thereunder. A punch-list will be prepared for each inspections (substantial and final) for the project. MC shall recommend, in writing, final acceptance of the work to the CITY. The CITY may, at CITY's option proceed to make final payment to the construction contractor.

**TASK 7 – RESIDENT PROJECT REPRESENTATIVE SERVICES**

The Construction Inspections phase services to be provided by MC include the following:

1. Provide a Construction Inspector to provide periodic inspections during the construction of the work in a total period of not-to-exceed 16 weeks (total of 160 hours) for the construction contract.

Activities performed under this task consist of furnishing a Construction Inspector during the construction of the project, to observe the performance of the work of the Contractor, who will:

- Serve as MC's liaison with construction contractor, working principally through the contractor's construction manager and assist him in understanding the intent of the contract documents.
  - Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work conforms to the contract documents. Report, in writing, whenever MC believes that work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.
  - Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to CITY.
  - Consider and evaluate construction contractor's suggestions for modifications in drawings or specifications and report them to CITY, in writing. MC shall make recommendation for action by the CITY.
  - Review Contractor As-Built information on a monthly basis to confirm updates are being made.
  - Review all Contractor density test results performed by Professional Geotechnical Company.
  - Observe all flushing and pressure testing of the water main.
2. Review work progress at key steps to allow certifications to the PBCHD that work was completed in substantial conformance with the Contract Documents and Permits.

#### *LIMITATIONS OF AUTHORITY*

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

## C. Assumptions

In addition to the work items discussed above, the following assumptions were made in establishing the scope of this Contract and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. MC assumes that all existing and proposed infrastructure roadway/pipeline alignments are within the CITY's, rights-of-way.
2. CITY will be responsible for acquisition of easements (including temporary construction easements), if required. Surveying and legal work necessary to prepare document for and to secure easements (temporary and permanent) required for installation of the roadway/piping improvements is the responsibility of the CITY.
3. CITY will provide MC record drawings of all available existing facilities in the project area.
4. MC assumes construction duration in the field of 3 to 4 months. MC shall provide periodic inspections (total of 160 hours). CITY will provide inspector to oversee construction periodically during the hours that MC is not on the project site.
5. Contractor shall be responsible for preparing Record Drawings.
6. A single bidding effort is assumed. Re-bidding of the project is considered an Additional Services item not currently included in this Scope of Work.
7. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.
8. CITY is responsible for all permitting fees, including costs of public notification in local newspapers.

## D. Additional Services

The following are examples of some specific Additional Services Items that may be required, but are not included within this Amendment. Generally, a condition contrary to the work description in Section B or assumptions of Section C (upon which the Contract fee is based) is considered an Additional Services Item. Examples include:

1. Additional supervision or construction observation in excess of that specified in this Contract.
2. Assisting the CITY in the settlement of construction contract claims will be an additional service.

These and other services can be provided, if desired by the CITY, under separate Contract(s) or by an amendment to this Contract. Services performed will be on an as-directed basis in accordance with a written Notice to Proceed from the CITY.

## E. Compensation

Compensation by the CITY to MC for all tasks will be on a Not-to-Exceed (time utilized) basis in accordance with the above mentioned Agreement. The estimated compensation for the services described in this Contract is **\$53,713.00** as shown in Table 1 below and detailed in Attachment 1.

**TABLE 1: LABOR AND EXPENSE SUMMARY**

	<b>Total Cost</b>
Task 1 – Data Collection	\$14,227.00
Task 2 – Design	\$15,580.00
Task 3 – Permitting	\$795.00
Task 4 – Public Outreach	\$508.00
Task 5 – Bidding Assistance	\$1,896.00
Task 6 – Construction Administration Services	\$6,302.00
Task 7 – Construction Inspections	\$13,600.00
Reimbursables	\$805.00
<b>Totals</b>	<b>\$53,713.00</b>

## F. Schedule

The completion dates for this work is shown in Attachment 2.

**ATTACHMENT 1**

***7th Avenue South Roadway Improvements Project***  
**Budget Summary for Mathews Consulting, Inc.**

Task No.	Task Description	Labor Classification and Hourly Rates							Total Labor	Sub-Consultant Services
		Principal \$150.00	Senior Engineer \$137.00	Engineer \$112.00	Sr. Engineering Technician \$104.00	Construction Manager \$104.00	Construction Inspector \$85.00	Clerical \$65.00		
<b>1</b>	<b>Data Collection</b>									
1.1	Survey				2				\$208.00	\$8,000.00
1.2	Pipeline Corridor Analysis	2	1						\$437.00	
1.3	Utility Coordination	1			2				\$358.00	
1.4	Subsurface Investigations (Soil Borings)	1							\$150.00	\$1,800.00
1.5	Field Verifications (SoRDigs)		2						\$274.00	\$3,000.00
	<b>Subtotal Task 1</b>	<b>4</b>	<b>3</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$1,427.00</b>	<b>\$12,800.00</b>
<b>2</b>	<b>Design</b>									
2.1	Preliminary Design Section (2 sections)	2			2				\$508.00	
2.2a	50% Drawings & Specifications	12	4		15		5		\$4,233.00	
2.2b	75% Drawings & Specifications	15	6		20		5		\$5,477.00	
2.2c	100% Drawings & Specifications	7	3		8		3		\$2,488.00	
2.3	Construction Cost Opinion	7							\$1,050.00	
2.4	Design Meetings	8							\$1,200.00	
2.5	Quality Assurance					6			\$624.00	
	<b>Subtotal Task 2</b>	<b>51</b>	<b>13</b>	<b>0</b>	<b>45</b>	<b>6</b>	<b>0</b>	<b>13</b>	<b>\$15,580.00</b>	<b>\$0.00</b>
<b>3</b>	<b>Permitting</b>									
3.1	PBCHD Water Main Permit	1	3		1			2	\$795.00	
	<b>Subtotal Task 3</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>\$795.00</b>	<b>\$0.00</b>
<b>4</b>	<b>Public Participation</b>									
4.1	Homeowners Meetings (total of 2)	2				2			\$508.00	
	<b>Subtotal Task 4</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>\$508.00</b>	
<b>5</b>	<b>Bidding Assistance</b>									
5.1	Assist in Bid Advertisement	2							\$300.00	
5.2	Pre-Bid Conference	2							\$300.00	
5.3	Bid Clarification/Addenda	2							\$300.00	
5.4	Contract Award	1				2			\$358.00	
5.5	Conformed Contract Documents	2			2		2		\$638.00	
	<b>Subtotal Task 5</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>\$1,896.00</b>	<b>\$0.00</b>
<b>6</b>	<b>Construction Administration Services</b>									
6.1	Preconstruction Conference	2				2			\$508.00	
6.2	Submittal Review	2				13		12	\$2,432.00	
6.3	Pay Estimate/Schedule Review					5			\$520.00	
6.4	Construction Clarifications					4			\$416.00	
6.5	Review Change Orders	1				3			\$462.00	
6.6	Progress Meetings					9			\$936.00	
6.7	Certification of Construction Completion	2							\$300.00	
6.8	Substantial and Final Inspections					7			\$728.00	
	<b>Subtotal Task 6</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>43</b>	<b>0</b>	<b>12</b>	<b>\$6,302.00</b>	
<b>7</b>	<b>Construction Inspections</b>									
7.1	Inspections						160		\$13,600.00	
	<b>Subtotal Task 7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>0</b>	<b>\$13,600.00</b>	<b>\$0.00</b>
	Labor Subtotal Hours	74	19	0	52	53	160	29		\$12,800.00
	Labor Subtotal	\$11,100.00	\$2,603.00	\$0.00	\$5,408.00	\$5,512.00	\$13,600.00	\$1,885.00	\$40,108.00	
	<b>Labor Total Costs</b>	<b>\$40,108.00</b>								
	Subconsultant Costs Total	12,800.00								
	Reimbursables	805.00								
	<b>Project Total</b>	<b>53,713.00</b>								

# 7th Avenue South Roadway Improvements - Project Schedule

Project	2014												2015		
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
NTP (2/17/14)	◆														
Kick-off Meeting (2/17/14)	◆														
Survey (30 days)		■													
Utility Coordination (30 days)		■	■												
Soil Borings (30 days)		■	■												
Soft Digs (30 days)				■											
Final Design															
50% Design (30 days)		■	■												
City Review (7 days)				■											
75% (30 days)				■	■										
City Review (7 days)					■										
100% (15 days)					■	■									
City Review (7 days)						■									
Permitting (30 days)							■								
• Palm Beach County Health Dept.								■							
Bidding and Award (60 days)									■	■					
Construction (120 days)											■	■	■	■	



**EXHIBIT "B"**

**THE GRANT**

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND CITY OF  
LAKE WORTH (CDBG PROGRAM)**

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF LAKE WORTH

R2013-1424  
OCT 22 2013

THIS AGREEMENT, entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the City of Lake Worth, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 7 North Dixie Highway, Lake Worth, FL 33460.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the annual Action Plan, as amended, and the City of Lake Worth, desire to provide the activities specified this Agreement; and

WHEREAS, Palm Beach County desires to engage the City of Lake Worth to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Municipality" means the City of Lake Worth.
- (E) "DES Approval" means the written approval of the DES Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Municipality shall implement the herein described improvements on 7<sup>th</sup> Avenue South, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit A, will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit A as attached hereto and made a part hereof.

5. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$450,750 for the period of October 22, 2013, through and including December 31, 2015. Any funds not obligated by the expiration date of this Agreement shall remain with the County and not be eligible for reimbursement to the Municipality.

6. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under Grant Numbers B-10-UC-12-0004, B-11-UC-12-0004, and B-12-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to December 31, 2015.

7. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

8. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

(A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the

CITY OF LAKE WORTH

commencement of this Agreement, the Municipality shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the Municipality or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.

(D) PURCHASING

Purchases for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (a/k/a the Common Rule), which are incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, or U.S. HUD.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

- (1) All subcontracts and agreements pursuant to this Agreement;
- (2) All capital equipment expenditures of \$1,000 or more;
- (3) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (4) All change orders;
- (5) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
- (6) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. Such income shall only be used to undertake the activities authorized by this Agreement. DES must verify and approve the eligibility and reasonableness of all expenses which the Municipality requests to be deducted. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The Municipality may request that said program income be used to fund other eligible uses, subject to DES approval, and provided that the Municipality is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Municipality hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income.

**The requirements of this section shall survive the expiration of this Agreement.**

9. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Municipality agrees that no person shall on the ground of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement. To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

10. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

11. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DES, the Municipality shall provide written verification of compliance.

12. EVALUATION AND MONITORING

The Municipality agrees that DES will carry out monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to

CITY OF LAKE WORTH

DES, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

13. **AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement. If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. Technical assistance will be provided to the Municipality, as deemed necessary by the County.

14. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal CDBG Regulations 24 CFR 570.502.

15. **CDBG FUNDING AT EXPIRATION**

Upon expiration or termination of this Agreement, any funds not obligated by the Municipality shall remain with the County and shall no longer be available for reimbursement to the Municipality. Municipality shall transfer to the County any accounts receivable that are attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal CDBG Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

16. **DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES, if requested. The Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

17. **INDEMNIFICATION**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify,

defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

18. **INSURANCE BY MUNICIPALITY:**

Without waiving the right to sovereign immunity as provided by S. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage.

Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

19. **MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

20. **CONFLICT OF INTEREST**

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

21. **CITIZEN PARTICIPATION**

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

**22. RECOGNITION**

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

**23. AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Agency;
- (B) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Municipality's personnel policies and job descriptions; and
- (J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

**24. TERMINATION**

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Municipality with funds under this Agreement shall be returned to DES or the County.

In the event of termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality for set-off purposes until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Municipality for services rendered pursuant to this Agreement through and including the date of termination. If Municipality elects to terminate the

CITY OF LAKE WORTH

Agreement after CDBG funds have been expended and the national objective will not be met, the Municipality is responsible to refund to the County funds equivalent to the CDBG dollars expended on the project. The County may withhold future CDBG allocations pending the Municipality's compliance with the national objective requirement and/or the repayment of CDBG funds.

(C) TERMINATION DUE TO CESSATION

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the U.S. HUD specifies.

25. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

26. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

27. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on Page 1 of this Agreement.

28. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

29. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

30. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

31. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation

CITY OF LAKE WORTH

shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

32. **EXCLUSION OF THIRD PARTY BENEFICIARIES**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

33. **COUNTERPARTS OF THE AGREEMENT**

This Agreement, consisting of twenty (20) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

34. **ENTIRE UNDERSTANDING**

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this \_\_\_\_\_ day of OCT 22 2013, 20\_\_.

(MUNICIPALITY SEAL BELOW)



CITY OF LAKE WORTH

By: [Signature]  
Pam Triolo, Mayor

By: [Signature]  
Pamela J. Lopez, City Clerk

By: [Signature] FAR  
Attorney for Municipality  
(Signature Optional)

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Steven L. Abrams, Mayor  
Board of County Commissioners

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: [Signature]  
Deputy Clerk

Document No.: R 2013 1424

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: [Signature]  
Tammy K. Fields,  
Chief Assistant County Attorney

By: [Signature]  
Sherry Howard,  
Deputy Director

**EXHIBIT A**  
**WORK PROGRAM NARRATIVE**

**1. MUNICIPALITY OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Municipality shall advertise and procure the services of a an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the reconstruction of 7<sup>th</sup> Avenue South between South "A" and South "F" Streets in the City of Lake Worth. The consultant shall also prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, if necessary.

The Municipality shall procure such services as permitted under the purchasing requirements contained herein provided that the Municipality first obtain DES approval of its solicitation method as well as DES approval of the Municipality's award of the contract for consultant services.

The Municipality's procurement of the consultant shall be a formal competitive proposal process in compliance with the Palm Beach County Purchasing Code. The Municipality understands that the aforesaid process for the procurement of its consultant is set forth as a Request for Proposal (RFP) in the Palm Beach County Purchasing Code, and the Municipality agrees to procure these services according to the requirements contained therein.

The procurement process of the consultant shall incorporate any sub-consultants which shall be funded as reimbursables under the consultant's contract for services. Reimbursement for sub-consultants shall be at cost. Such sub-consultants may include surveyors, testing services, or others as deemed necessary for the nature of the project. (Note: The consultant's compensation shall not be based on a percentage of construction costs, nor a cost plus percentage of cost).

Before seeking submittals from consultants, the Municipality shall submit the following to DES and obtain DES's approval to proceed with the solicitation of submittals: a copy of the RFP document that describes the project and the consultant's desired scope of work, that contains the public entity crimes statement if required by F.S. 287.133, and that specifies the factors to be used to evaluate respondents. At minimum, the solicitation shall seek a description of the respondents' approach and understanding of the project, and a description of the work proposed by the respondents to complete the project. The solicitation may seek work references from respondents, and a price for their services.

After receiving and evaluating proposals, the Municipality shall obtain DES approval prior to awarding the contract for consultant services to be funded through this Agreement. In this regard, the Municipality shall provide a letter to DES transmitting the following:

- Proof of Publication
- List of firms that submitted proposals
- Final Ranking
- A recommendation as to which consultant is to be awarded the consultant services contract
- A justification for the recommended award
- Advise if any respondents were rejected and why
- Advise if any protests were received and how they were addressed

- B. PROJECT SCOPE:** The Municipality provided scope of work for the project, subject to funding availability, shall include, but not be limited to, the following street improvements on 7th Avenue South between South "A" Street and South "F" Streets in the City of Lake Worth:

CITY OF LAKE WORTH

Reconstruction of the roadway including removal of the existing base material, construction of a new compacted sub-grade, new road base, installation of curbs and gutters, asphalt roadway, concrete sidewalks, sod, and restoration of areas affected by construction activity.

(1) Should the Municipality use brand names in the bid package/drawings/specifications for this project, then these documents shall:

- (a) Clearly note that the specified brand name is used for descriptive purposes only,
- (b) State that "equal" equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

The Municipality agrees that the use of more than one brand name shall not be regarded as having met the above requirements.

(2) The Municipality shall submit its bid package/drawings/specifications, and an itemized opinion of probable construction cost prepared by its consultant, to DES and obtain a letter of approval prior to bidding the construction work. Furthermore, the Municipality shall obtain DES approval prior to issuing any addenda to its bid documents for this project.

(3) The Municipality shall prioritize the work on the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning roadway in the opinion of DES.

(4) The Municipality shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Municipality may request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Municipality such waiver.

(5) The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Municipality shall obtain DES approval prior to awarding the construction contract to be funded through this Agreement. After awarding such contract, the Municipality shall obtain DES approval prior to executing any change orders to such contract.

Should the consultant contract amount plus the construction contract amount exceed the amount to be funded by the County through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality shall first disburse 100% of their funds toward the contract amount, and shall provide DES with satisfactory documentation in this regard. DES will then fund the contract amount contained herein and as presently available in this project's budget in the form of reimbursements to the Municipality.

The Municipality may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Municipality would disburse an amount up to 75% of the County's funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Municipality would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount.

CITY OF LAKE WORTH

(7) The Municipality shall not request reimbursement from DES for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

(8) The Municipality shall inform DES of any environmental findings or conditions discovered during activity implementation. Applicable mitigation measures must be incorporated in order to proceed with the project. Such mitigation measures may affect the total project cost.

**The Municipality further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.**

- C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit C, attached hereto, for construction work in connection with the project funded through this Agreement.
- D. **DAVIS-BACON ACT:** The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.
- E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 24 CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$100,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding \$100,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price.
- A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$100,000, or less.
- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall abide by Florida law regarding the payment of retainage funds and project closeout procedures. The Municipality shall ensure that its contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES.
- G. **FORMER PROJECTS:** The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- H. **PERFORMANCE REQUIREMENTS:** The time frame for completion of the outlined activities shall be December 31, 2015. The Municipality shall meet these performance requirements by the timely performance, documentation, and completion of the following tasks:

CITY OF LAKE WORTH

Prepare RFP/County Approval by:	November 30, 2013
Accept Responses by:	January 31, 2014
Consultant Award/Start Design by:	April 30, 2014
Complete Design by:	August 31, 2014
Accept Bids by:	December 31, 2014
Start Construction by:	March 31, 2015
Complete Construction by:	September 30, 2015
Submit Final Reimbursement Request by:	November 30, 2015

- I. **REPORTS:** The Municipality shall submit to DES a detailed Monthly Performance Report in the form provided as Exhibit B to this Agreement. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by DES to assess the Municipality's progress in implementing the project.

This Agreement may be amended to decrease and/or recapture funds from the Municipality depending upon the timely completion of the monthly performance requirements and/or the rate of expenditure of funds, as determined by DES.

**The Municipality may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Municipality to comply with these requirements may negatively impact ability to receive future grant awards.**

- J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

- (1) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:
  - a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
  - b. The requirements of paragraph (2) of this section are met.
- (2) If the Municipality determines, after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

**The provisions of this clause shall survive the expiration of this Agreement.**

- K. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

**Section 3 Clause**

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- L. **ENVIRONMENTAL CONDITIONS:** The County shall perform an Environmental Review (ER) of the project to review existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that Municipality must consider in the design and implementation of the project. The Municipality will receive notification from DES following completion of the ER. The notification letter will include a description of any conditions and mitigation measures required to be undertaken by the Municipality. Where applicable, the Municipality shall submit to DES a plan of action and an implementation schedule for complying with the identified conditions requiring mitigation. The Municipality shall comply with all required actions established by the County as a result of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Municipality shall immediately inform DES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DES approval, shall be incorporated in order to proceed with the project. The Municipality acknowledges that such mitigation measures may affect the total project cost and that Municipality may be responsible for implementation of corrective actions and the costs associated therewith.

**2. COUNTY OBLIGATIONS:**

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$450,750. However, the County shall not provide any funding for the construction work until the Municipality provides documentation, acceptable to the County, showing that sufficient funds are committed to the project and available to complete the project.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.
- D. Perform Davis-Bacon Act Labor Standards monitoring and enforcement.

**3. OTHER PROJECT EXPENDITURES:**

Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:

- (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
- (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.



**EXHIBIT C**

**ASBESTOS REQUIREMENTS**  
**SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS**

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit A of this Agreement.

**I. DEFINITIONS**

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Housing and Community Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

**II. ASBESTOS SURVEYS**

All properties scheduled for renovation and/or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Municipality has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by Municipality or requested by DES. If the survey is through DES, a copy of the completed survey will be forwarded to the Municipality.

III. ASBESTOS ABATEMENT

A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal. The Municipality must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted for by the Municipality, or by DES upon request.
- (c) If the Municipality contracts the asbestos abatement, the following documents are required to be provided to the DES.
  - 1. An Asbestos Abatement Specification (Work Plan)
  - 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Municipality.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DES prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Municipality.

- (a) Asbestos Abatement work may be contracted by the Municipality, or by DES upon request.
- (b) If the Municipality contracts the asbestos abatement, the following documents must be provided to the DES and reviewed by the PBCAC.
  - 1. An Asbestos Abatement Specification (Work Plan).
  - 2. Post Job submittals, reviewed and signed by the FLAC.

CITY OF LAKE WORTH

- (c) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Municipality.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DES.

**IV. NESHAP NOTIFICATION**

**A. RENOVATION**

A NESHAP form must be prepared by the Municipality or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Municipality or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Municipality shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

**B. DEMOLITION**

A NESHAP form must be prepared by the Municipality or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Municipality.

**C. NESHAP FORM**

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Municipality's post job documentation submitted to DES. All fees shall be paid by the Municipality.

Palm Beach County Department of Health  
Asbestos Coordinator  
800 Clematis Street  
Post Office Box 29  
West Palm Beach, Florida 33402

**V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES**

The Municipality, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
  1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
  2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Dept of Labor, OSHA Standard Interpretation
  1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
  2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
  3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

**EXHIBIT "C"**

**REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**  
**CONSULTANT CONTRACTS**

**REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**  
**CONSULTANT CONTRACTS**

<b>PROJECT NAME:</b>	<b>City of Lake Worth – 7th Ave South Roadway Improvements</b>
----------------------	----------------------------------------------------------------

This project is funded in part, or in whole, by Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this solicitation document/contract, the requirements contained herein shall govern.

**Note: This document and its attachments must be included in the solicitation documents for the above named project, and it must be made a part of the contract/subcontracts for the project.**

1. **General Requirements:**

The following requirements are attached:

- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Section 287.133, Florida Statute on Public Entity Crimes.
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause

2. **Forms to be completed and submitted by all proposers with their proposals:**

The following forms are attached:

- Noncollusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Nonsegregated Facilities
- Certification of Eligibility of Contractor

3. **Form to be completed and submitted by subconsultants after contract award:**

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. **Report to be submitted to County by the successful bidder after contract award:**

- Contract Award Report to be submitted as follows:
  - with the first payment request, but no later than September 30 of the year during which the consultant contract was awarded, and
  - with the final payment request
 (After contract award ask County for a larger form on legal paper)

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**  
**FOR CONTRACTS SUBJECT TO EXECUTIVE**  
**ORDER 11246**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1985, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

S:\CapImprv\MUNICIPAL\LakeWorth\7th AveS\_RoadwayImprovements\FedReq\_Consultant.WPD

**PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

\*\*\*\*\*

**SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

\*\*\*\*\*

**NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED**

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

\*\*\*\*\*

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

**SECTION 3 CLAUSE**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER  
(CONSULTANT)**

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared David L. Mathews, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is Vice President of Mathews Consulting, Inc., the Bidder (consultant) that has submitted a Proposal to perform work for the following project:

Contract #: 13-14-200 Project Name: 7th Avenue South Roadway Improvements Project

- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature

Subscribed and sworn to (or affirmed) before me this 6<sup>th</sup> day of January, 2014 by DAVID L. MATHEWS, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



VICTORIA PARSONS  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE884755  
Expires 3/17/2017

Notary Signature: 

Notary Name: VICTORIA PARSONS  
Notary Public-State of Florida

**ANTI-KICKBACK AFFIDAVIT**  
**(CONSULTANT)**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared David L. Mathews, who, after being by me first duly sworn, deposes and says:

(1) I am Vice President of Mathews Consulting, Inc., the consultant that has submitted a proposal to perform work for the following project:

Contract #: 13-14-200 Project Name: 7th Avenue South Roadway Improvements Project

(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or awarded in connection with the work to be performed on the above identified project will be paid to any employee of Palm Beach County or, \_\_\_\_\_ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

[Handwritten Signature]  
Signature

Subscribed and sworn to (or affirmed) before me this 6<sup>th</sup> day of January 2014 by DAVID L. MATHEWS, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



VICTORIA PARSONS  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE884755  
Expires 3/17/2017

Notary Signature: [Handwritten Signature]  
Notary Name: VICTORIA PARSONS  
Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES  
(CONSULTANT)

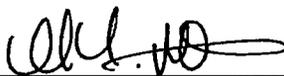
The below named Consultant certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Consultant certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Consultant agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Consultant agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: 7th Avenue South Roadway Improvements Project

Company Name and Address:

Mathews Consulting, Inc.

  
\_\_\_\_\_  
Signature

477 S. Rosemary Ave., Suite 330

David L. Mathews, Vice President  
Name and Title

West Palm Beach, FL 33401

1-6-14  
Date

**CERTIFICATION OF ELIGIBILITY OF CONTRACTOR**  
**(FOR CONSULTANT)**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared David L. Mathews, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the Vice President of Mathews Consulting, Inc., hereinafter referred to as the "Contractor" (consultant); who submitted a proposal to perform work for the following project:

Contract #: 13-14-200 Project Name: 7th Avenue South Roadway  
Improvements Project

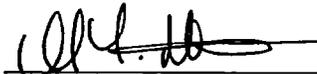
(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The Contractor acknowledged the responsibility that all of its subcontractors (subconsultants) are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors (subconsultants), and that the "Contractor" will retain such certifications in its files. Furthermore, should the subcontractor (subconsultant) be subsequently found ineligible after award of the Contract, its contract with the "Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.



Signature

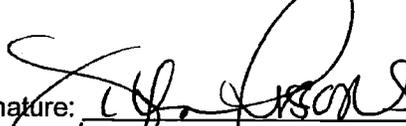
Subscribed and sworn to (or affirmed) before me this 6<sup>th</sup> day of January, 2014 by DAVID L. MATHEWS, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



VICTORIA PARSONS  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE884755  
Expires 3/17/2017

Notary Signature: \_\_\_\_\_



Notary Name: VICTORIA PARSONS  
Notary Public-State of Florida

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION-LOWER TIER PARTICIPANT**

(for use by subconsultants)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency.  
Further, I, we, provide the certification set out below:  
I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Name and Title	Signature	Date
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**CONTRACT AWARD REPORT**

<b>Project Name:</b>	<b>Report Date:</b>
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**Consultant Information - for consultant contracts funded in whole or in part by HCD**

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address					
									Name	Street	City	State	Zip Code	
//////////							//////////	///						

**Sub-Consultant Information - for consultant sub-contracts funded in whole or in part by HCD (such as engineers, architects, surveyors, etc.)**

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address					
									Name	Street	City	State	Zip Code	
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| <p><b>(A) Type of Trade Codes:</b><br/>                 Concern: Enter Yes or No<br/>                 1 = New Construction<br/>                 2 = Substantial Rehab<br/>                 3 = Repair<br/>                 4 = Service<br/>                 5 = Project Mangt.<br/>                 Revised: September 26, 2005</p> | <p><b>(B) Racial/Ethnic Codes</b><br/>                 6 = Professional<br/>                 7 = Tenant Services<br/>                 8 = Education/Training<br/>                 9 = Arch./Engrg./Appraisal<br/>                 0 = Other</p> | <p><b>(C) Section 3 Business</b><br/>                 1 = White Americans<br/>                 2 = Black Americans<br/>                 3 = Native Americans<br/>                 4 = Hispanic Americans<br/>                 5 = Asian/Pacific Americans</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



## CITY OF LAKE WORTH

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

**AGENDA DATE:** March 4, 2014, Regular Meeting

**DEPARTMENT:** City Clerk

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### **EXECUTIVE BRIEF**

**TITLE:**

Appoint the Finance Director to the Employees and Police Retirement Systems Pension Boards

**SUMMARY:**

This appointment would replace the former Finance Director as the senior management staff voting member on both the Employees and Police Retirement Pension Boards.

**BACKGROUND AND JUSTIFICATION:**

In accordance with City Code Section 16-18 of the Employee Retirement System and Section 16-129 of the Police Retirement System, the Board of Trustee will consist of five members each. One of the five Trustees on each board is to be a member of the senior management staff appointed by the City Commission. With the retirement of the former Finance Director on January 3, 2014, there is a need to appoint his replacement.

**MOTION:**

I move to appoint the Finance Director as the senior management staff member to both the Employees and Police Retirement Systems.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable



## CITY OF LAKE WORTH

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

**AGENDA DATE:** March 4, 2014, Regular Meeting

**DEPARTMENT:** Public Services

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 08-2014 – declare the City’s intent to issue a revocable permit for property located at 1501 North L Street and schedule the public hearing date for March 18, 2014

#### **SUMMARY:**

The Resolution sets the date for a public hearing to consider a request for a revocable permit on the northern half of an unimproved right-of-way which is currently 15<sup>th</sup> Avenue North between North L and North K Streets.

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

There are many unimproved right of ways located within the municipal city limits that are maintained on an annual basis but serve no public function or use currently. Some of the unimproved right of ways contain utilities or storm water facilities within them but are not paved and create more maintenance work for City Grounds staff. The City allows for issuance of Revocable Permits to residents meeting certain criteria as identified in the Ordinance.

City staff has reviewed the revocable permit application and issued comments in order for the application to be accepted. The owner has accepted the comments and agreed to the terms. The terms will be formalized in a written agreement with the owner which shall be recorded in official records (if approved).

#### **MOTION:**

I move to approve/disapprove Resolution No. 08-2014 and scheduled the public hearing date for March 18, 2014.

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

1. Fiscal Impact Analysis – not applicable
2. Revocable Permit Application – 1501 North L Street
3. City Staff Conditions for Approval
4. Resolution

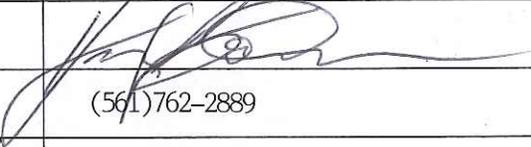


PLANNING & PRESERVATION DIVISION  
DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
CITY OF LAKE WORTH  
1900 2<sup>ND</sup> AVENUE NORTH  
LAKE WORTH, FL 33461  
561.586.1687

## DEVELOPMENT APPLICATION CHECKLIST

Following the pre-application meeting with Staff provide five (5) copies of the following<sup>1</sup>:

- Development Application
- Project Fact Sheet
- Justification Statement
- Site Plan
- Landscape Plan (if applicable)
- Architectural Drawings (if applicable)
- Survey<sup>2</sup>
- Warranty Deed
- Owner's Consent Form
- Sign Posting Agreement
- Application Fee \$ 250
- Advertising Fee \$ \_\_\_\_\_

Applicant/Agent Name	Harry F. Borders
Applicant/Agent Signature	
Applicant/Agent Phone	(561)762-2889
Applicant/Agent e-mail or fax	(561)697-8317
<b>OFFICE USE ONLY</b>	
Staff Representative	
Planning Project Number	

Building Permit Number	
PZB/HRPB Agenda Date	
Commission Agenda Date	
CD of All Application Documents in PDF format	<input type="checkbox"/>

<sup>1</sup> Applicants for Voluntary Annexation, Special Land Use, and Variances shall submit the following items in addition to those listed above:

- Property Owners List and Radius Map from Palm Beach County Property Appraiser's office for all properties within a 400' radius of project site;

<sup>2</sup> Applicants for Voluntary Annexation, Planned Developments, and/or Major Site Plan Reviews shall provide an abstracted **Boundary Survey** in accordance with current Florida minimum technical standards on 24x36" sheets showing the current, existing lot configuration including all improvements with an overall legal for each lot. The drawing may contain multiple sheets provided: (a) each sheet is consecutively numbered; (b) an index is provided on the first sheet; and (c) match lines are provided and clearly labeled.

HARRY F. BORDERS 05-77  
ROZ BORDERS  
PH. 561-582-2118  
P.O. BOX 6883  
WEST PALM BEACH, FL 33405

9174

63-4/630 FL  
23421

*Sept. 27, 2013*  
Date

Pay to the Order of City of Lake Worth \$ 250.00  
Two Hundred Fifty and NO/100 Dollars

Bank of America

Bank of America Advantage®

ACH R/T 063100277

For 1501 NO "L" ST. LW, FL. MP

⑆063000047⑆ 001444008701⑈9174

**RECEIVED**  
**SEP 30 2013**  
**City of Lake Worth**  
**Building Permits**

September 2013

Rodney Patrick, Planner  
Department of Community Sustainability  
1900- 2nd Ave. No.  
Lake Worth, FL 33461

Re: 1501 No. "L" St. LW, FL 33460  
Revocable 20 year permit application-  
for adjacent abandoned street

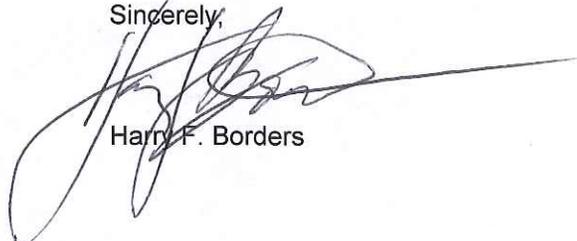
Dear Mr. Patrick:

Enclosed find the following:

development application checklist  
development application (with attachments)  
my check # 9174 for \$250. -application fee

on the above . I trust we have given you everything that is required . Thanking you in advance for your assistance in this matter and do not hesitate to call if you have questions.

Sincerely,



Harry F. Borders

BLUE SHEFFIELD™



PLANNING & PRESERVATION DIVISION  
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
 CITY OF LAKE WORTH  
 1900 2<sup>ND</sup> AVENUE NORTH  
 LAKE WORTH, FL 33461  
 561.586.1687

**DEVELOPMENT APPLICATION**

Note to Applicant: If you have any questions or need assistance in filling out this application, please speak with a planner. Planners are available to the public between 9:00 – 10:30 and 3:00 – 4:30 daily, or by appointment.

- Cert. of Appropriateness   
  Variance   
  Conditional Use Permit   
  Site Plan Review  
 Subdivision/Plat   
  Annexation   
  Sustainable Bonus Incentives  
 Administrative Use Permit   
  Distance Proximity Waiver   
  Sign   
  Mural  
 Other Revocable 20 Year Permit

PROJECT NAME Borders' Garden

PROJECT LOCATION Adjacent to 1501 N "L" Street (south side)

PROJECT SQUARE FOOTAGE 2000 sq. ft. ESTIMATED COST \$ \$1,800

LEGAL DESCRIPTION: LOT(S) 16 BLOCK 27

SUBDIVISION OR PLAT North Lake Worth in PB 5 PGS 48 & 49

LOT SIZE 50' x 100' ~~BAY SIZE~~ 20' x 100' (garden area use, requested)

PRESENT USE Abandoned 15 Ave. N PRESENT ZONING CLASSIFICATION residential area - SF-7

PROPERTY CONTROL NUMBER 3 8 4 3 44 15 16 027 0160

**Applicant** Harry F. Borders

Address P.O. Box 6883 West Palm Beach, FL 33405

Phone (561)762-2889 cell 689-0400 office

E-mail bordershf@aol.com

Preferred method of contact:  Mail  Email

The Applicant is: (Check one)  Owner  Lessee  Trustee

Other (Specify) \_\_\_\_\_

**Property Owner** Harry F. Borders & Rosalind Borders

Address P.O. Box 6883 West Palm Beach, FL 33405

Phone (561)762-2889

E-mail bordershf@aol.com

Preferred method of correspondence:  Mail  Email

**Agent/Contact Person** \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Preferred method of correspondence:  Mail  Email

**Additional Contacts** (Architect, Engineer, Planner, Landscape Architect, etc.)

Name \_\_\_\_\_ Company \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Name \_\_\_\_\_ Company \_\_\_\_\_

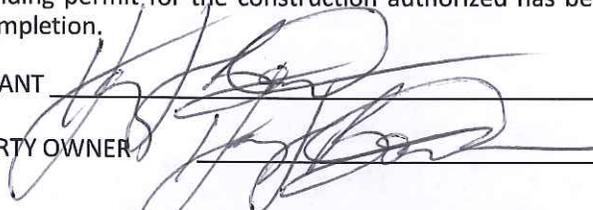
Phone \_\_\_\_\_ E-mail \_\_\_\_\_

I affirm and certify that I understand and will comply with the provisions and regulations of the City of Lake Worth Zoning Code. I further certify that all statements contained within this application are true to the best of my knowledge and belief. Further, I understand that the application, attachments, supporting documents and fees become part of the Official Records of the Department for Community Sustainability and are not returnable. I understand that misrepresentation of information contained within this application may be cause to void any development approvals associated with this application.

I also understand that once submitted, the application will be reviewed by staff for completeness. If deficiencies exist in the application, staff will notify the applicant/owner/agent regarding the deficient items, and the department will take no further action on the application until the required information is submitted. I understand that the Planning and Zoning Board, Historic Resources Preservation Board, or City Commission may request additional information during the public hearing process.

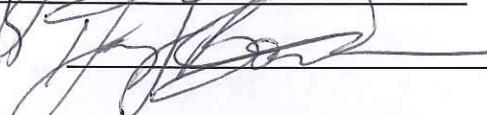
I understand any development application approval may carry a date of expiration (typically 1 year from date of approval) unless a building permit for the construction authorized has been applied for and construction is diligently progressing toward completion.

SIGNATURE OF APPLICANT



DATE 9 / 27 / 2013

SIGNATURE OF PROPERTY OWNER



DATE 9 / 27 / 2013

The Department for Community Sustainability Director has the discretion to require from the Applicant additional studies, data, or analysis upon an evaluation of the application. The application may not move forward until this additional information is provided. The Department for Community Sustainability Director shall allow the applicant reasonable time to prepare and submit this information.

**APPLICATION FEE**

**ADVERTISING FEE**

---

This Space for Office Use Only:

Intake date:

Intake staff:

Assigned to:

Project No.:

Paid:

Date application deemed complete:

Scheduled for meeting:

The owner or his agent has  or has not  submitted a request regarding the subject property within the past twelve (12) months.

Any Code Violations? YES  NO  If yes, attach information.

---

Justification Statement

9/27/2013

Dear City of Lake Worth Staff,

I am applying for a temporary permit to use one half (1/2) of the undeveloped 15th Ave N land that is directly adjacent to my property at 1501 N "L" Street.

**I would like to beautify the area and use it for vegetable gardening and private car parking.**

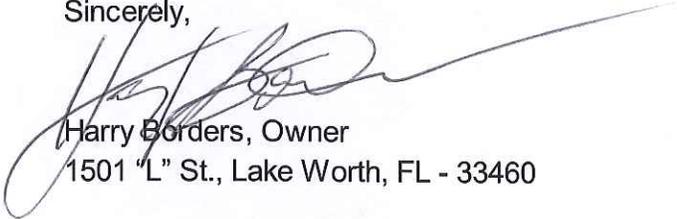
I have 3 concerns about present configuration that I believe negatively affect the value and livability of my property - and the neighborhood in general:

1. Neighborhood Appearance - the weeds, dirt, and various discarded items are an eyesore. The only evidence the space has been used for is: dumping, parking old cars, spray painting and depositing of pet waste.
2. Security - having a public 'right of way' extremely close to the side of a home leading to a dark utility alley makes my home much more vulnerable to burglary. Home invasions have recently been reported on other streets close by.
3. Noise - the area is occasionally as parking for large landscape trucks & unloading of heavy equipment. Unknown cars occasionally pull in to park directly in front of, and within 10' of, the master bedroom window. People talking & closing car doors has disturbed sleep.

The other major consideration is that the designated public 'right of way' is virtually never used by local residents or pedestrians. It serves no present or future purpose. This neglected land diminishes the appearance of the neighborhood and impedes a peaceful residential environment.

Thank you for considering our desire to make our street safer, quieter and more beautiful.

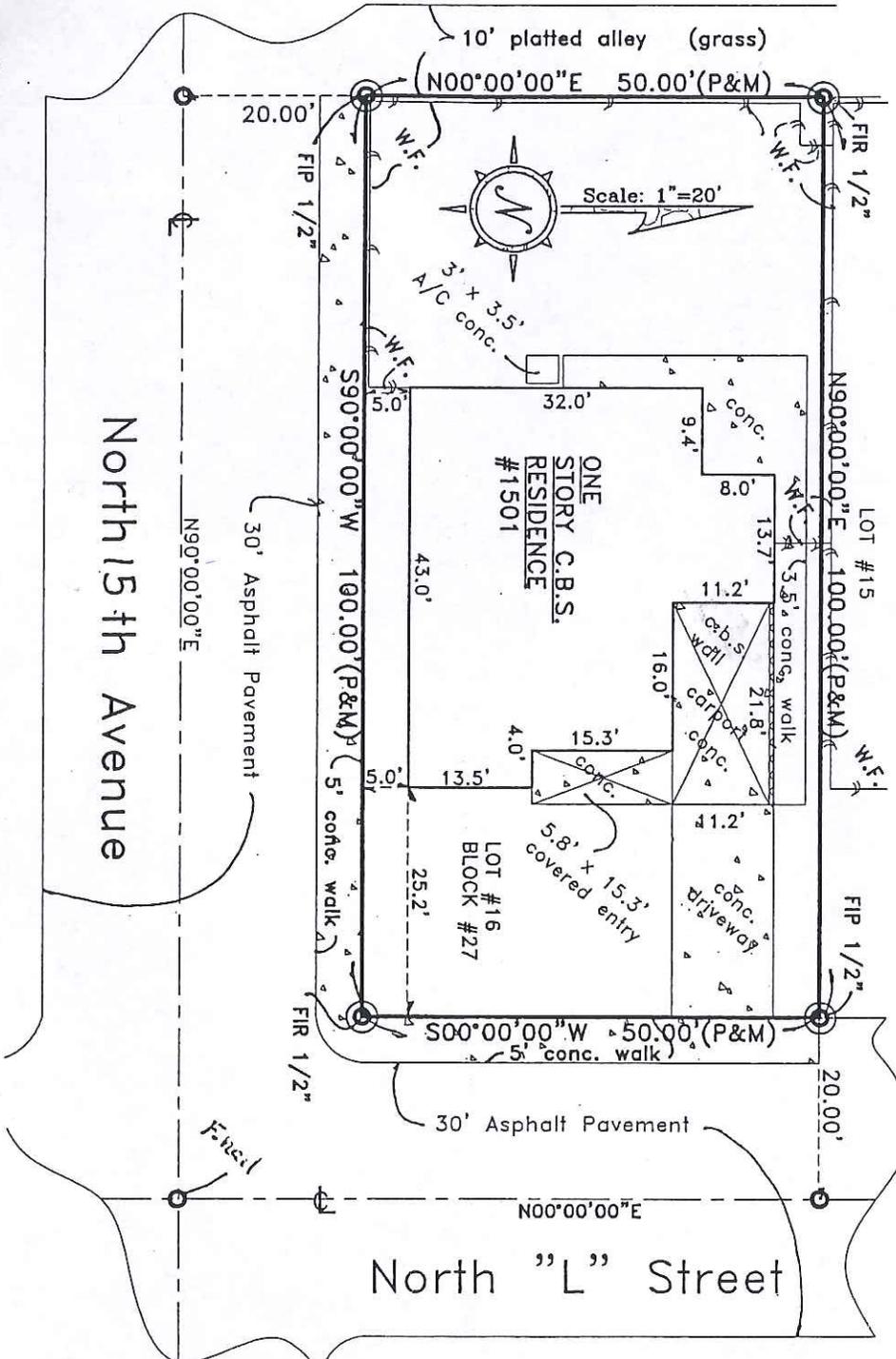
Sincerely,



Harry Borders, Owner

1501 "L" St., Lake Worth, FL - 33460

LOT #1



ED ON THE CENTERLINE OF NORTH "L" STREET BEING N00°00'00"E (ASSUMED)

NOTES: 1) BEARINGS BASED ON THE CENTERLINE OF NORTH "L" STREET BEING N00°00'00"E (ASSUMED)

LEGAL DESCRIPTION (AS FURNISHED BY CLIENT):  
BOUNDARY AND IMPROVEMENT SURVEY OF:

LOT 16, BLOCK 27, NORTH LAKE WORTH, ACCORDING TO  
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGES  
48 AND 49 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY  
FLORIDA.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED AS PART OF THIS SURVEY, UNLESS SHOWN OR MADE NOTE-OF HEREON.

NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP HAVE BEEN FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.

ENCROACHMENTS, IF ANY, ARE AS SHOWN HEREON.

DIMENSIONS PREVAIL OVER SCALE

SUBJECT PROPERTY SHOWN HEREON IS LOCATED IN FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA, FLOOD ZONE "C"

AS PER THE NATIONAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 120213 0001 C, DATED SEPTEMBER 30, 1982.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE PROPERTY SURVEYED AND THAT IT CONFORMS TO THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

*Mark W. Teepe*  
AUG 31 2005

MARK W. TEEPE, P.S.M.  
FLORIDA CERTIFICATE NO. 4811  
NOT VALID UNLESS EMBOSSED WITH SURVEYORS SEAL

Copyrighted © 2005

- LEGEND**
- L - ARC LENGTH
  - ASPH - ASPHALT
  - B.M. - BENCHMARK
  - (C) - CALCULATED
  - C - CENTERLINE
  - 3 - CENTRAL ANGLE/DELTA
  - CLF - CHAIN LINK FENCE
  - CH - CHORD
  - CB - CHORD BEARING
  - CONC - CONCRETE
  - C.B.S. - CONCRETE BLOCK (STRUCTURE)
  - OD - DEED BOOK
  - (D) - DESCRIPTION
  - DI - DRAINAGE INLET
  - DH - DRILL HOLE
  - DW - DRIVEWAY
  - ESMT - EASEMENT
  - ELEV - ELEVATION

- ENC - ENCROACHMENT
- FM - FIELD MEASUREMENT
- FF - FINISHED FLOOR
- FFH - FIRE HYDRANT
- F.C.M. - FOUND CONCRETE MONUMENT
- FIP - FOUND IRON PIPE
- F.I.R. - FOUND IRON ROD
- F.P.K. - FOUND PARKER-KALON NAIL
- M.H. - MANHOLE
- N&D - NAIL AND DISK
- ORB - OFFICIAL RECORDS BOOK
- OD - OUTSIDE DIAMETER
- OH - OVERHEAD UTILITY LINE
- PG - PAGE
- P.V.M.T. - PAVEMENT
- P.C.P. - PERMANENT CONTROL POINT
- P.R.M. - PERMANENT REFERENCE MONUMENT
- P.B. - PLAT BOOK

- (PI) - PLAT DIMENSION
- PLT - PLANTER
- P.O.C. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.C. - POINT OF CURVATURE
- P.R.C. - POINT OF REVERSE CURVE
- P.T. - POINT OF TANGENCY
- R - RADIUS (RADIUS)
- R.W. - RIGHT OF WAY
- S<sup>1</sup>, I.R. - SET 1/4 IRON ROD & CAP (LB#3840)
- SW - SIDEWALK
- T.B.M. - TEMPORARY BENCHMARK
- TYP - TYPICAL
- UP - UTILITY POLE (POWER OR TELEPHONE)
- W.C. - WITNESS CORNER
- W.F. - WOOD FENCE
- W.M. - WATER METER



**GPS LAND SURVEYING, INC.**

12230 Forest Hill Blvd., Suite 170, Wellington, Florida 33414  
Phone (561) 434-9865 FAX (561) 965-4913

CERTIFIED TO:

NADINE R. BURNS  
HARBOR TITLE, L.C.  
ATTORNEYS' TITLE INSURANCE FUND, INC.  
LEHMAN BROTHERS BANK, IT'S SUCCESSORS AND/OR ASSIGNS.

FIELD DATE:	SCALE:	ADDRESS:
AUGUST 17, 2005	1" = 20'	1501 NORTH L STREET
REVISED:	DRAWN BY:	LAKE WORTH,
	P.H.	FLORIDA 33460
JOB ORDER NO.	F.B.	PG.
08-116-05	SPI	1-2



CFN 20120349263  
OR BK 25431 PG 0636  
RECORDED 09/05/2012 11:43:09  
Palm Beach County, Florida  
AMT 89,000.00  
Doc Stamp 623.00  
Sharon R. Beck, CLERK & COMPTROLLER  
Pgs 0636 - 637; (2pgs)

Will call 193  
Prepared By and Return To:  
Debbie Branham  
Standard Title Insurance Agency, Inc.  
1860 Forest Hill Blvd., Suite 107  
West Palm Beach, FL 33406-6086  
File No. 12-058

PC # 38-43-44-15-16-027-0160

**WARRANTY DEED**  
(STATUTORY FORM-SECTION 689.02 F.S.)

*THIS INDENTURE*, made this 16th day of August, 2012, *BETWEEN*

**Nadine R. Burns, a married woman joined by her husband Thomas Burns**

Grantor\*, whose address is 1424 North L Street, Lake Worth, FL 33460, and

**Harry F. Borders and Rosalind Borders, his wife**

Grantee\*, whose address is P.O. Box 6883, West Palm Beach, FL 33405.

*(Wherever used herein the terms "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)*

**WITNESSETH:** That said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the said Grantee the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

**Lot 16, Block 27, NORTH LAKE WORTH, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 48.**

SUBJECT TO restrictions, reservations, easements and limitations of record, if any, provided that this shall not serve to reimpose same, zoning ordinances, and taxes for the current year and subsequent years.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging in or anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

AND Grantor hereby covenants with said Grantee that the Grantor lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to the previous year.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered  
in our presence.

*Debbie Branham*

Witness Signature

Debbie Branham

Print Witness Name

*Paul J. Tierney*

Witness Signature

Brenda Tierney

Print Witness Name

*Nadine R. Burns*

Nadine R. Burns

*Thomas M. Burns*

Thomas Burns

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of August, 2012, by Nadine R. Burns, joined by her husband Thomas Burns who ( ) is personally known to me or ( X ) has produced GLD.L as identification.

(N. P. SEAL)



*Debbie Branham*

Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

Date of Expiration: \_\_\_\_\_

## **1501 NORTH L STREET - REVOCABLE PERMIT APPLICATION**

### **STAFF CONDITIONS FOR APPROVAL**

#### **UTILITIES / PUBLIC SERVICES**

1. WITHIN THE LIMITS OF THE REVOCABLE PERMIT APPLICATION, THERE IS A 6" CAST IRON WATER MAIN. THE WATER MAIN WAS FIELD LOCATED AND DETERMINED TO BE APPROXIMATELY 6' TO 8' FROM THE NORTH RIGHT OF WAY LINE. CONDITIONAL APPROVAL IS GRANTED WITH THE CONDITION THAT A LARGE GATE IS PLACED ON BOTH THE NORTH L STREET SIDE AND ON THE ALLEYWAY SIDE AND THAT UTILITIES IS ABLE TO ACCESS THE LIMITS OF THE PERMIT AREA IN CASE OF MAINTENANCE WORK OR EMERGENCY WORK. THE PERMIT HOLDER WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO FENCING OR VEGETATION WITHIN THE PERMIT LIMITS.
2. THE PERMIT HOLDER IS ONLY AUTHORIZED TO PLANT SMALL PLANTINGS AND SHRUBS THAT DO NOT EXHIBIT HARD WOOD OR HAVE DEEP ROOT STRUCTURES.
3. WITHIN THE LIMITS OF THE REVOCABLE PERMIT APPLICATION, THERE IS AN 18" CONCRETE DRAINAGE PIPE. THE DRAINAGE SYSTEM WAS FIELD LOCATED AND DETERMINED TO BE APPROXIMATELY 3' TO 4' FROM THE NORTH RIGHT OF WAY LINE. CONDITIONAL APPROVAL IS GRANTED WITH THE CONDITION THAT A LARGE GATE IS PLACED ON BOTH THE NORTH L STREET SIDE AND ON THE ALLEYWAY SIDE AND THAT PUBLIC SERVICES IS ABLE TO ACCESS THE LIMITS OF THE PERMIT AREA IN CASE OF MAINTENANCE WORK OR EMERGENCY WORK. THE PERMIT HOLDER WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGE TO FENCING OR VEGETATION WITHIN THE PERMIT LIMITS.
4. NO PERMANENT OR LARGE STRUCTURES ARE ALLOWED TO BE WITHIN THE PERMIT AREA. WOOD FENCING OR OTHER EASILY MOVABLE MATERIAL ARE AUTHORIZED TO BE PLACED WITHIN THE LIMITS OF THE PERMIT AREA.
5. THE GRAVEL DRIVEWAY THAT IS PROPOSED AT THE FURTHEST EAST PORTION OF THE PERMIT AREA IS TO BE MAINTAINED AND BE FREE OF WEEDS AND OTHER DEBRIS. THE GRAVEL SHALL NOT MIGRATE TO THE ADJACENT ROADWAY ON NORTH L STREET AND SHALL REMAIN WITHIN THE DRIVEWAY LIMITS.

**Felipe Lofaso**

**From:** Monica Morandi  
**Sent:** Thursday, October 24, 2013 4:25 PM  
**To:** Felipe Lofaso  
**Subject:** 15th Ave N Fed to Dixie



Let me know if you should need any more detailed information.

Thanks,

**Monica Morandi, P.E.**  
Utilities Engineer  
City of Lake Worth  
1900 2nd Avenue North  
Lake Worth, Florida 33461

— 18" RCP drainage  
— 6" CIP watermain

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RESOLUTION NO. 08-2014 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER GRANTING A REVOCABLE PERMIT ON A PORTION OF THE CITY OWNED RIGHT-OF-WAY AT 15<sup>th</sup> AVENUE NORTH AND NORTH “L” STREET TO HARRY F. BORDERS AND ROSALIND BORDERS; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER OBJECTIONS TO AND PROTESTS AGAINST THE PROPOSED REVOCABLE PERMIT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Harry F. Borders and Rosalind Borders are the owners of the real property located at 1501 North “L” Street (the “Property”); and

WHEREAS, the City owns the right-of-way adjacent to the Property (on the south side) which is a portion of 15<sup>th</sup> Avenue North (the “Right-of-Way”); and

WHEREAS, the Property owners have submitted an application for a revocable permit to utilize the northern half of the Right-of-Way for a fenced garden; and

WHEREAS, pursuant to section 19-42 of the City’s code of ordinances, upon receipt of a completed application, a public hearing for consideration of the application is to be set before the City Commission.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City Commission of the City of Lake Worth, Florida, intends to consider issuing a revocable permit for a portion of the following described parcel of public right-of-way:

That south 20 feet of that certain 40-foot wide strip located immediately south of and adjacent to Lot 16, Block 27, NORTH LAKE WORTH, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 48

Section 3. A public hearing is to be held at 6:00 P.M. on March 18, 2014, or as soon thereafter as the matter can be heard, at City Hall, 7 North Dixie Highway, Lake Worth, Florida, to hear and consider objections to and protests against the proposed revocable permit.

Section 4. This Resolution shall become effective immediately upon its passage.

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The passage of this Resolution 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

Mayor Pam Triolo thereupon declared this Resolution duly passed and  
adopted on the 4<sup>th</sup> day of March, 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:** March 4, 2014, Regular Meeting

**DEPARTMENT:** City Attorney

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 09-2014 – create a domestic partnership tax equity program

#### **SUMMARY:**

The Resolution creates a tax equity reimbursement payable to employees who elect City domestic partnership health insurance benefits to reduce the impact of increased federal taxes to said employees.

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

Currently, the City provides health benefits to City employees and their qualified domestic partners whether of the same or opposite sex. The City seeks to expand this recognition of domestic partnerships by creating a tax equity program. The program will provide a \$500 reimbursement for City employees who elect domestic partnership health insurance benefits. The reimbursement will offset the increase in federal income tax associated with domestic partnership health benefits.

The Program will not have an immediate fiscal impact as the City currently does not have any employees who have elected domestic partnership health insurance benefits.

#### **MOTION:**

I move to approve/not approve Resolution No. 09-2014 creating a domestic partnership tax equity program.

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

Fiscal Impact Analysis – not applicable  
Resolution

1  
2 RESOLUTION NO. 09-2014 OF THE CITY OF LAKE WORTH, FLORIDA,  
3 AUTHORIZING THE ESTABLISHMENT OF A DOMESTIC PARTNERSHIP  
4 TAX EQUITY PROGRAM; AND AUTHORIZING THE CITY MANAGER TO  
5 TAKE ANY AND ALL ACTION NECESSARY TO IMPLEMENT THE  
6 DOMESTIC PARTNERSHIP TAX EQUITY PROGRAM; AND PROVIDING AN  
7 EFFECTIVE DATE.

8  
9 WHEREAS, the City currently provides health insurance benefits to City  
10 employees and their qualified domestic partners whether of the same or  
11 opposite sex; and

12  
13 WHEREAS, the City recognizes that such long-term, committed  
14 relationships foster economic stability and emotional and psychological bonds;  
15 and

16  
17 WHEREAS, the City seeks to expand its recognition and acceptance of  
18 domestic partnerships; and

19  
20 WHEREAS, current federal tax laws renders health insurance coverage  
21 to any domestic partner as taxable wages, which increases their federal taxes;  
22 and

23  
24 WHEREAS, the City finds that it is in the best interest of the City to be  
25 responsible to the changing needs of society and to treat all persons fairly and  
26 equitably; and

27  
28 WHEREAS, the City finds that creating a tax equity program for domestic  
29 partnerships as set forth herein serves a valid public purpose.

30  
31 NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION  
32 OF THE CITY OF LAKE WORTH, FLORIDA, that:

33  
34 Section 1. The foregoing recitals are incorporated into this Resolution  
35 by reference as true and correct statements.

36  
37 Section 2. The City Commission hereby establishes a Domestic  
38 Partnership Tax Equity Program, offering a five hundred dollar (\$500) tax equity  
39 reimbursement to employees who hereafter elect to provide health insurance  
40 coverage to their domestic partner, whether of the same or opposite sex, to  
41 mitigate the impact of additional imputed federal income tax. Payment of the  
42 tax equity reimbursement shall occur only after the City is provided with  
43 documentation to verify the impact of additional imputed federal income tax.  
44 Payment of the tax equity reimbursement by the City shall be consistent with all  
45 applicable wage and hour laws.

46  
47 Section 3. The City Manager is authorized to take all action necessary  
48 to effectuate the Domestic Partnership Tax Equity Program, including  
49 establishing policies as needed for its implementation.

1           Section 4. This Resolution shall take effect immediately upon its  
2 passage and adoption.

3

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

7

8                     Mayor Pam Triolo  
9                     Vice Mayor Scott Maxwell  
10                    Commissioner Christopher McVoy  
11                    Commissioner Andy Amoroso  
12                    Commissioner John Szerdi

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15           The Mayor thereupon declared this Resolution duly passed and adopted  
16 this 4<sup>th</sup> day of March, 2014.

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LAKE WORTH CITY COMMISSION

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

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ATTEST:

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\_\_\_\_\_  
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:** March 4, 2014, Regular Meeting

**DEPARTMENT:** City Commission

---

### **EXECUTIVE BRIEF**

**TITLE:**

Resolution No. 10-2014 - support a major league baseball training camp at John Prince Park

**SUMMARY:**

The Resolution supports the City's continued exploration and development of John Prince Park as a location for a major league baseball franchise spring training camp.

**BACKGROUND AND JUSTIFICATION:**

Palm Beach County and municipalities in and around John Prince Park would reap significant economic development by locating a spring training camp at John Prince Park. Additionally, the City finds that this location would provide a significant benefit to Palm Beach County, nearby municipalities, the City, and its residents.

**MOTION:**

I move to approve/not approve Resolution No. 10-2014.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Resolution

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RESOLUTION NO. 10-2014 OF THE CITY OF LAKE WORTH, FLORIDA, SUPPORTING A MAJOR LEAGUE BASEBALL TRAINING CAMP AT JOHN PRINCE PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County owns and maintains John Prince Park as a public park; and

WHEREAS, areas adjacent to and near John Prince Park are in need of economic development and revitalization; and

WHEREAS, the City of Lake Worth is currently exploring an interest expressed by a Major League Baseball franchise(s) in locating its spring training camp at John Prince Park; and,

WHEREAS, Palm Beach County and municipalities in and around John Prince Park would reap significant economic development by the location of a Major League Baseball franchise(s) spring training camp at John Prince Park; and

WHEREAS, the City of Lake Worth City Commission strongly recommends that the City continue to explore such interest and work diligently with Palm Beach County to develop such interest; and

WHEREAS, the City finds the location of a Major League Baseball franchise(s) spring training camp at John Prince Park would provide a significant benefits to Palm Beach County, nearby municipalities and the City of Lake Worth and their residents.

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference as true and correct statements.

Section 2. The City Commission hereby strongly supports the continued exploration and development of John Prince Park as a location for a Major League Baseball franchise(s) spring training camp.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

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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 4<sup>th</sup> day of March, 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:** March 4, 2014, Regular Meeting

**DEPARTMENT:** Community Sustainability

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Ordinance No. 2014-08 - First Reading and First Public Hearing - amend conditional uses in the Mixed Use-Federal Highway (MU-FH) zoning district and schedule the second public hearing date for March 18, 2014

#### **SUMMARY:**

The Ordinance amends the Mixed Use – Federal Highway (MU-FH) zoning district to allow medical office and related uses such as day spas to be located on North Federal Highway north of 13th Avenue North.

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

Prior to the August 16, 2013 implementation of the City's new Land Development Regulations (LDRs), medical office uses were permitted by right on North Federal Highway north of 13<sup>th</sup> Avenue North and related uses such as day spas were subject to the location exception. The proposed amendment will allow medical offices and related uses such as day spas as a Conditional Use in the MU-FH zoning district regardless of the property location within the MU-FH zoning district. As such, a request to either open a new or expand a current medical office or day spa will be required to request Conditional Use approval from the decision making board (either the Planning and Zoning Board or the Historic Resources Preservation Board depending upon the location of the subject property), which process is discretionary and requires a public hearing.

On February 5, 2014, the Planning & Zoning Board discussed the text amendment to the LDRs and voted 4-0 to recommend approval to the City Commission.

On February 12, 2014, the Historic Resources Preservation Board reviewed the text amendment to the LDRs, found the amendments consistent with the Comprehensive Plan, and voted 6-0 to recommend approval to the City Commission.

#### **MOTION:**

I move to approve/disapprove Ordinance No. 2014-08 on first reading and first public hearing and schedule the second reading and second public hearing on March 18, 2014.

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

Fiscal Impact Analysis – not applicable  
P&Z and HRPB Boards Staff Report and Minutes  
Ordinance



PLANNING & PRESERVATION DIVISION  
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
 CITY OF LAKE WORTH  
 1900 2<sup>ND</sup> AVENUE NORTH  
 LAKE WORTH, FL 33461  
 561.586.1687

**UNIVERSAL DEVELOPMENT APPLICATION**

This application is required for ALL applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor       Site Plan – Major       Planned Development       Variance
- Subdivision/Plat       Conditional Use       Administrative Use       Mural
- Alcoholic Beverage Distance Proximity Waiver       Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver       Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program       Certificate of Appropriateness       Sign Variance
- Rezoning (Zoning Map Amendment)       Zoning Text Amendment       Annexation
- Other: \_\_\_\_\_

Project Name: Advanced Wellness (applicant)

Project Location: 1814 North Federal Hwy. Lake Worth, FL 33460

Legal Description: North Lake LTS 1 thru 3 blk. 7 & 40' abnd M. Street ...      Date Platted: \_\_\_\_\_

PCN: 38-43-44-15-16-007-0010 Existing Zoning: MUFH Proposed Zoning: MUFH

Existing FLU: \_\_\_\_\_ Proposed FLU: \_\_\_\_\_

Proposed Use:  Residential; Density \_\_\_\_\_;  Commercial \_\_\_\_\_ SF;  Industrial \_\_\_\_\_ SF

Total Estimated Cost of the Project: no project proposed at this time. text ammendment only

FOR OFFICE USE ONLY			
PZ Project No.	<u>14-02900001</u>		
Associated Project Nos.	<u>NONE</u>		
Submittal Date	<u>1/9/14</u>	Sufficiency Date	
Project Planner Assigned	<u>EAP</u>		
Total Fee Amount	<u>\$ 3,000</u>	<input checked="" type="checkbox"/> PAID <u>3,000</u>	<input type="checkbox"/> DUE _____

\$30 DUE FOR POSTED NOTICE SIGN  
 AD FEES TO BE APPLIED AT ADVERTISING

Project Manager/Contact Person: David Lawrence

Company: David Lawrence Architecture Inc.

Address: 120 N. Federal Hwy. Suite 306 Lake Worth FL 33460  
(Street Address) (City) (State) (Zip)

Phone No.: 561-588-5070 E-Mail Address: dbl@dlarchitect.com

Applicant Name (if different from Project Manager): \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)

Phone No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Owner Name: Dr. Alex Keith

Company: Advanced Wellness Centers Inc.

Address: 1814 N. Federal Hwy. Lake Worth FL 33460  
(Street Address) (City) (State) (Zip)

Phone No.: 582-2225 E-Mail Address: drakeith@aol.com

**OWNER'S CONSENT**

Advanced Wellness Centers Inc. ("Owner") certifies that it is the owner of the property located at 1814 N. Federal Hwy.

("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes David B. Lawrence (David Lawrence Architecture), as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

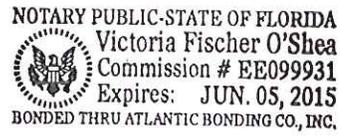
Owner's Signature: \_\_\_\_\_ Date: 1/8/14

Name/Title of Signatory: Dr. Alex Keith

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8 day of January, 2014 by Alex Keith who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.

(NOTARY SEAL)



Victoria Fischer O'Shea  
(Signature of Notary Public)

Victoria Fischer O'Shea  
(Name of Notary)

**PROJECT DATA**

**DESCRIPTION OF WORK:**

Provide a **detailed** description of work to be done as a result of this application (attach additional sheets if necessary).

The proposed text ammendment is to section 23.3 C)2.J adding a period after "spas" and deleting portion of text that reads: Parcels adjacent to North Federal Highway north of 13th Avenue North.

**PRIOR APPROVALS:**

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

None

**ADJACENT PROPERTY INFORMATION:**

Complete the following table for all surrounding properties. Information located at [www.lakeworth.org/business/planning-zoning/](http://www.lakeworth.org/business/planning-zoning/).

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	SFR	SFR	Single Family Home
South	Mixed Use East	Mixed Use Federal Hwy./SFR	Office/Single Fam. Home
East	SFR	SFR	Single family home
West	Mixed Use East	Mixed Use Federal Hwy.	Recreation area

**DEVELOPMENT STANDARDS:**

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at [www.municode.com](http://www.municode.com).

Development Standard	Required	Provided
Lot Size (Acreage and SF)	6500	28371
Lot Width (Frontage)	50 feet	300 feet
Building Height	Primary	30 feet (two stories)
	Accessory	N.A.
Setbacks	Front (West )	10' min. 22' max
	Rear (East )	10'-5 10% of lot depth
	Side (South )	10'-0"
	Side (North )	10'-0"
Living Area	Single-Family	N.A.
	Multi-Family	N.A.
Accessory Structure Limitation	N.A.	N.A.
Impermeable Space Coverage	55% maximum	52.5
Building Coverage	45%	20%
Maximum Wall Height at Setback		
Floor Area Ratio Limitation	.6	.16

**AFFIDAVIT OF COMPLETENESS AND ACCURACY**

**INSTRUCTIONS:** To be completed by the individual submitting the application (owner or authorized agent).

Project Name: Text Ammendment for Advanced Wellness Centers Inc. Submittal Date: \_\_\_\_\_

**STATEMENT OF COMPLETENESS AND ACCURACY:**

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the  property owner  authorized agent.

David B. Lawrence  
(Name - type, stamp or print clearly)

*DLR*  
(Signature)

David Lawrence Architecture Inc.  
(Name of Firm)

120 N. Federal Hwy. Suite 306 Lake Worth, FL 33460  
(Address, City, State, Zip)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 8 day of January, 2014 by David B. Lawrence who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.

(NOTARY SEAL)



*Victoria Fischer O'Shea*  
(Signature of Notary Public)  
Victoria Fischer O'Shea  
(Name of Notary)

**SIGN POSTING AGREEMENT**

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: Advanced Wellness Centers Inc.

Property Owner: Advanced Wellness Centers Inc.

Contact Phone No.: 561 588 5070

Property Location: 1814 N. Federal Hwy. Lake Worth, FL 33460

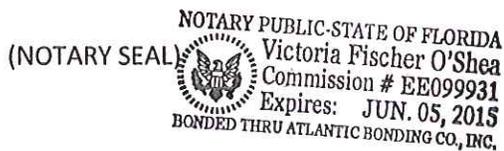
I, Dr. Alex Keith, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. 14-02900001.

Signature: *[Handwritten Signature]* Date: 1/8/14

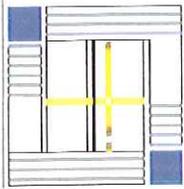
Name/Title of Signatory: Alex Keith owner/president

STATE OF )  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by Alex Keith who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.



*[Handwritten Signature]*  
(Signature of Notary Public)  
Victoria Fischer O'Shea  
(Name of Notary)



## David Lawrence Architecture Inc.

120 N. Federal Hwy Suite 306 Lake Worth FL 33460  
ph. 561.588.5070 fx. 561.588.5074  
License number AR 0016260  
e-mail: dbl@dlarchitect.com

31 December 2013

City of Lake Worth

Walter Waters

Director for Community Sustainability  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461

**Re: Advanced Wellness, 1814 N. Federal Hwy. Lake Worth, FL.**

Dear Mr. Waters,

We represent our client Dr. Alexander Keith, owner of the property at the above referenced address. We hereby request for a text amendment to Section 23.3 C) 2. J.

The following is listed as a conditional use:

**Existing text:**

Medical offices and related uses such as day spas except on parcels adjacent to North Federal Highway north of 13th Avenue North.

**Proposed text:**

Medical offices and related uses such as day spas. ~~except on parcels adjacent to North Federal Highway north of 13th Avenue North.~~

**Background:**

The zoning Designation of MUFH (Mixed Use Federal Highway) permits medical office use on Federal Hwy. as a conditional use. The restriction of the Medical office use commences north of 13<sup>th</sup> Street. There are presently approximately sixteen commercial properties of which eight (50%) are medical office and non-conforming. The attached graphic shows the present uses along this corridor in the area of consideration. The present non-conforming businesses are tax-paying members of our community who are restricted from expanding

(unlike businesses just south of them). The restrictions of this code create an unnecessary hardship for many of the existing businesses and the restriction should be lifted.

**Justification statement:**

The text change would permit uses that would have a negligible impact on traffic. The sizes of the parcels along Federal highway are small, resulting in small developable building footprints. Because of the small existing and possible building size, the differential in trip generation between the proposed and permitted uses is insignificant.

The medical office use does not create more noise, nuisance or other inconveniences to the adjacent properties than other permitted uses. Medical offices usually see patients during what are considered normal business hours. This means that in the early mornings and evenings when far more residents are home, the adjacent small medical offices are usually closed so they are a quiet nighttime and early morning neighbors. The commercial properties are also excellent buffers for the residential neighborhoods from the busier Federal Highway. Most of the commercial properties are more nicely landscaped and better maintained than many of the multi-family along this road so it offers a more pleasant environment.

The proposed text change still requires a conditional use permit. The conditional use process allows for staff to review the merits of each proposal and require applicants to address any issues adjacent property owners or staff might have with each proposed project. If these non-conforming properties are allowed to expand, they would have to comply with the more stringent landscaping and buffer requirements. This will increase the amount of landscaping and offer a more pleasant drive on Federal highway.

**Conclusion:**

The proposed text amendment is a reasonable change that promotes responsible growth and development of local business with no negative impacts to the community. The conditional use requirement gives the city the latitude to carefully scrutinize each new project to ensure that it benefits the community. The end result of this change is that it would improve the appearance along Federal highway. We hope the City of Lake Worth will approve the proposed amendment.

Sincerely,

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

David Lawrence  
Principal/Architect

# Existing Land Use

- Subject Property
- Recreation space
- S.F. Residence
- Multifamily
- Comercial
- Existing Medical Office
- Unimproved





**CITY OF LAKE WORTH**  
1900 2<sup>nd</sup> Ave N · Lake Worth, Florida 33461 · Phone: 561-586-1687

**MINUTES**  
**Regular Meeting**  
**City of Lake Worth**  
**Planning & Zoning Board**  
**City Hall Commission Room**  
**7 North Dixie Hwy; Lake Worth, FL**

**WEDNESDAY, FEBRUARY 05, 2014 6:00 PM**

1. Roll Call and Recording of Absences: John Rinaldi, Chair, called the meeting to order at 6:15PM. Sandi DuBose, Board Secretary, called the roll. Those present were: Mr. Rinaldi; Dean Sherwin; Dustin Zacks; and Mark Humm. Also present were: Barbara Alterman, Assistant City Attorney; Maxime Ducoste, Planning and Preservation Manager; and Ms. DuBose.

**2. Pledge of Allegiance**

3. Additions/Deletions/Reordering and Approval of the Agenda:

4. Approval of Minutes:

A. Meeting Minutes

1. Jan 15 2014 SM

**Action:** Motion made by Mr. Humm with a second by Mr. Sherwin to approve the minutes as submitted.

**Vote:** Ayes: Mr. Rinaldi; Mr. Sherwin; Mr. Zacks; and Mr. Humm  
Nays: None

Motion carried four (4) votes to zero (0)

5. Cases:

A. Swearing in of Staff and Applicants:

- Ms. Alterman advised the Board that the item on the Agenda was a legislative item, and that swearing-in and Board disclosure would not be necessary.

B. Proof of Publication:

1. January 23 2014 Lake Worth Herald Ad

**Action:** Motion made by Mr. Humm with a second by Mr. Zacks to receive and file the Proof of Publication.

**Vote:** Ayes: Mr. Rinaldi; Mr. Humm; Mr. Sherwin; and Mr. Zacks.  
Nays: None

Motion carried four (4) to zero (0)

C. Withdrawals/Postponements:

D. Consent:

E. Public Hearings:

1. Board Disclosure

2. PZB 14-02900001 - Consideration of a request for a text amendment to Section 23.3-16 C)2. J of the Lake Worth Land Development Regulations to allow: medical offices and day spas as conditional use for parcels adjacent to North Federal Highway, north of 13th Ave North in the MU-FH zoning district.

a. Staff Comments: Mr. Ducoste

- Introduced the item as a request to amend the Land Development Regulations which precluded expansion of medical offices in the Mixed Use Federal Highway district; reviewed the language of the existing text, and the language of the proposed text amendment. He stated that, following research of the history of changes to this section of the Zoning Code, the intent was that the restriction would apply to day spas. Staff was comfortable that the uses which would be permitted by the amendment were compatible with the uses in the surrounding district; and stated that Staff recommended approval of the request.
- Ms. Alterman: Advised the Board that the approval was for a text amendment; and that if the amendment was approved by the City Commission, the Applicant could return with a request for a Conditional Use approval.

b. Board Questions/Comments: Question as to whether the neighbors in the surrounding area had been notified; and request for clarification of existing use

c. Applicant Comments: None

d. Public Comments: None

e. **Action:** Motion made by Mr. Zacks with a second by Mr. Humm that the Board recommend to the City Commission approval of the request for a text amendment to allow medical office uses such as day spas in the Mixed Use Federal Hwy Zoning District north of 13<sup>th</sup> Avenue North.

**Vote:** Ayes: Mr. Rinaldi; Mr. Humm; Mr. Sherwin; and Mr. Zacks

Nays: None

Motion carried four (4) to zero (0).

F. Unfinished Business:

- None

G. New Business:

- None

6. Planning Issues: Mr. Ducoste

- Staff still working on additional revisions to the Land Development Regulations (LDRs)
- Mr. Rinaldi stated that he was scheduled to make a presentation to the City Commission in March; and requested that Staff provide an outline of future projects for a presentation

7. Public Comments:

- None

8. Departmental Reports:

- None

9. Board Member Comments:

- Mr. Zacks: Stated that he apologized that he was caught in a traffic jam on I-95, which made him late to the meeting.
- Mr. Rinaldi: Stated that Mr. Zacks was not the only one who was late.

10. Adjournment:

- By consensus, the meeting adjourned at 6:27 PM

DRAFT



**CITY OF LAKE WORTH**  
1900 2<sup>nd</sup> Ave N · Lake Worth, Florida 33461 · Phone: 561-586-1687

**Minutes  
Regular Meeting  
City of Lake Worth  
Historic Resources Preservation Board  
City Hall Commission Room  
7 North Dixie Hwy; Lake Worth, FL**

**WEDNESDAY, FEBRUARY 12, 2014 6:00 PM**

1. Roll Call and Recording of Absences: Wes Blackman, Chair, called the meeting to order at 6:00PM. Sandi DuBose, Board Secretary called the roll. Those present were: Mr. Blackman; Juan Contin, Vice-Chair; Jimmy Zoellner; Herman Robinson; Judith Just; and Mark Clary. Also present were Barbara Alterman, Assistant City Attorney; Maxime Ducoste, Planning & Preservation Manager; Kelly Christensen, Preservation Planner; and Ms. DuBose
2. **Pledge of Allegiance**
3. Additions/Deletions/Reordering and Approval of the Agenda
  - **Action:** Motion made by Mr. Robinson with a second by Mr. Zoellner to approve the Agenda
  - Vote:** Ayes Mr. Blackman; Mr. Contin; Mr. Zoellner; Mr. Robinson; Ms. Just; and Mr. Clary.
  - Nays: None
  - Motion carried six (6) to zero (0)
4. Approval of Minutes
  - A. January 8 2014 RM
  - B. January 22 2014 WS
    - **Action:** Motion made by Mr. Robinson with a second by Mr. Contin to approve the minutes as submitted.
    - Vote:** Ayes Mr. Blackman; Mr. Contin; Mr. Zoellner; Mr. Robinson; Ms. Just; and Mr. Clary.
    - Nays: None
    - Motion carried six (6) to zero (0)
5. Cases
  - A. Swearing in of Staff and Applicants

- Ms. DuBose administered the swearing in
- B. Proof of Publication
1. January 30 2014 Lake Worth Herald Ad
  - **Action:** Motion made by Ms. Just with a second by Mr. Robinson to receive and file the Proof of Publication  
**Vote:** Ayes: Mr. Blackman; Mr. Contin; Mr. Zoellner; Mr. Robinson; Ms. Just; and Mr. Clary.  
Nays: None  
Motion carried six (6) to zero (0)
- C. Withdrawals/Postponements
- D. Consent
- E. Public Hearings
1. Board Disclosure: Ms. Just disclosed that she knew Walter but had not worked with him on the case presently before the Board
  2. PZB/HRPB PR NO. 14-02900001: Consideration of a request for a Text Amendment to Section 23.3-16 c) 2.J., Mixed Use - Federal Highway (MU-FH), to allow medical office and related uses such as day spas to be located on North Federal Highway north of 13th Avenue North
    - a. Staff Comments: Maxime Ducoste
      - Medical office use and day spa uses were combined, not intention to restrict medical offices north of 13<sup>th</sup> Ave North; Staff recommended proposal; expanded use would be subject to Conditional Use Approval
    - b. Board Comments/Questions: Request for total number of medical offices north of 13<sup>th</sup> Ave North; clarification that the request was for a change to the Code, and not a change to a particular property; whether drug treatment facilities were considered medical offices; reviewed definition of day spa and medical office as indicated in the Land Development Regulations; that the LDRs were new, and that modifications would be necessary
    - c. Ms. Alterman: Clarified that the Board was considering a text amendment; and any related approvals would be considered as a Conditional Use approval; requested that two motions be made: consistency with Comp Plan
    - d. David Lawrence, Agent for Advanced Wellness: stated that 16 commercial uses; 8 were medical offices offered to answer questions
    - e. Public Comment: None
    - f. **Action:** Motion made by Mr. Zoellner with a second by Mr. Robinson that the Board find the amendment consistent with the Comprehensive Plan  
**Vote:** Ayes: Mr. Blackman; Mr. Contin; Mr. Zoellner; Mr. Robinson; Ms. Just; and Mr. Clary.
      - Discussion: Request for clarification of the reason that the day spas were lumped in with medical offices
      - Mr. Ducoste: Stated that licensing process, and Conditional Use process would vet potential requests

**Action:** Motion made by Mr. Robinson with a second by Mr. Contin to forward to the City Commission a recommendation of approval.

**Vote:** Ayes: Mr. Blackman; Mr. Contin; Mr. Zoellner; Mr. Robinson; Ms. Just; and Mr. Clary.

F. Unfinished Business

G. New Business

1. Condemnation of 124 Ocean Breeze: Ms. Christensen
  - Notified the Board that the front building would be demolished; but that the rear building was not damaged beyond the 50% limit which was required. That the item was not a building on the list of significant structures; presented as a courtesy notice to the Board.
  - Board Questions/Comments: Clarification that the accessory structure was not a permitted use in instances where there was no principal structure; whether the City would lien the property for the cost of demolition; request for whether there would be a landscaping requirement; whether there would be an attempt to salvage materials; comment that additional properties might be forthcoming; and discussion of process in another City with respect to abandoned property
  - Ms. Alterman: advised that property was still privately owned, and that the demolition of an unsafe building would not take away the owner's property rights;
  - Ms. Christensen: Explained that the demolition process would most likely involve temporary removal of the fence; and that the salvage of materials would be up to the demolition contractor
  - Public Comment:
  - Richard Stowe, N Federal Hwy: requested clarification of the age of the building
2. HRPB Project Number 14-00100005: Consideration of a Certificate of Appropriateness (COA) for roof replacement to the subject property located at 611 North Palmway, PCN# 38-43-44-21-15-168-0140
  - a. Staff Comments:
    - Subject property old Lucerne; 1950 masonry vernacular style; original features of the building, architect of record Arthur R. Weeks; very few alterations to the building over time; roof was not original but same time; proposal replacement of flat tile with arch dimensional shingle; applicant declined to include economic hardship with application; Board had discretion to take into consideration testimony of Applicant
  - b. Applicant Comments: Mr. Stackowitz:
    - Requested change to shingle roof since all other houses in neighborhood had shingle roof; economic hardship documentation not provided because he was retired and the process was complicated;
  - c. Board Comments: Roofs on adjacent properties; when district was designated; reason why substantiation of economic hardship not provided; explanation that a roofing workshop had been conducted two weeks prior; leaking and cost factors would be considered; that replacement roof would ideally be the same material as the existing roof; suggestion to work with Staff to complete paperwork for economic hardship;  
Public Comment: None

- d. **Action:** Motion made by Mr. Robinson with a second by Mr. Contin to approve HRPB 14-00100005, request for COA for roof replacement, subject to Staff recommendations of approval.

**Vote:** Ayes Mr. Blackman; Mr. Contin; Mr. Zoellner; Mr. Robinson; Ms. Just; and Mr. Clary.

Nays: None

Motion carried six (6) to zero (0).

3. HRPB 13-00100258: Consideration of a Certificate of Appropriateness (COA) for construction of a new secondary building at the subject property located at 111 North M Street; PCN# 38-43-44-21-15-024-0200

a. Staff Comments: Introduced item as a non-contributing property in Northeast Lucerne Local Historic District; request was technically an addition; that proposed building; proposed new building would be conforming, and consistent with Comprehensive Plan; parking would be provided; lot was a 25' wide lot; intent of proposed new secondary building was to be garage and storage space; new structure would be compatible with existing building, and Staff recommended approval

b. Board Questions/Comments: The expansion was discussed as part of the Conditional Use Approval; request for clarification of where the landscaping would be accommodated; whether landscaping would be visible request for clarification of structure on roof top; suggestion to add pitch to new roof

Mr. Contin left the meeting at 7:55 pm

c. Applicant Comments: Walter Krewzinski; Don Schaefer, contractor

- Also had Space in Chicago; this Gallery showed a mix of mid-century, modern folk art; needed additional room, and vision was that he would have a sculpture garden

d. Public Comments: None

e. **Action:** Motion made by Mr. Robinson with a second by Ms. Just to approve with Conditions of Approval as recommended by Staff

**Vote:** Ayes Mr. Blackman; Mr. Contin; Mr. Zoellner; Mr. Robinson; Ms. Just; and Mr. Clary.

Motion carried five (5) to zero (0).

4. HRPB 14-00100008: Consideration of a Certificate of Appropriateness (COA) for demolition of the existing building and construction of a new single family residence at the subject property located at 325 North O Street; PCN# 38-43-44-21-15-096-0100

a. **Demolition:** Staff Comments: Ms. Christensen:

- Two part request: demo and new construction; non-contributing structure as significant changes had been made to building over time: Applicant requested COA for total demolition of the building; ordinance required simultaneous app for new construction; Applicant proposed a new house of slightly less than 2,000 square feet; the property consisted of three lots, and the new building would be located on the southernmost portion of the lot; existing structure was not likely to be considered contributing in the future; all demolitions required Board review; and demolition would not be considered a loss to the district

b. Board Questions/Comments: Unity of Title;

c. Applicant Comments: Ms. Mahoney/ Ryan Pavlow

- Offered to answer Board questions

- Addressed Board question regarding existing and proposed structures as situated on lots
  - d. **Action:** Motion made by Ms. Just with a second by Mr. Zoellner  
**Vote:** Ayes Mr. Blackman; Mr. Contin; Mr. Zoellner; Mr. Robinson; Ms. Just; and Mr. Clary.
  - a. **New Construction:** Staff Comments: Ms. Christensen
    - Addressed features of new construction; finished with stucco would not be distinguishable from any other masonry vernacular structure; proposal would be conforming; addressed Conditions of Approval for Unity of Title; review of proposal with respect to Ordinance; Applicant intent was to maintain existing landscaping; reviewed conditions of approval; fenestration patterns; reviewed Conditions of Approval for removal of chain link fencing on front of property
  - b. Board Questions/Comments: Clarification that vacant lot would not be buildable; question of why all three lots would not be unified; odd lot would be a non-conforming lot; discussion of technology in the proposed design; and questions regarding finished floor elevation
  - c. Ms. Alterman: Advised that if the odd lot was an existing lot of record, then it would be a buildable lot 1:10:00
  - d. Applicant Comments: Robert Mechielsen, Design Professional
  - e. Presentation of structure; interior; how situated to lot; dense green areas; importance of shade in Florida; cooler area was where garage would be with side entry garage; Roof insulation was almost r-40; offered alternative solution to fenestration problem
  - f. Board Questions/Comments: Question of situating garage as side entry: extra lot; whether lot layout was conducive to neighborhood; discussion of front elevation, and banding treatment
  - g. Applicant Comments: Ms. Mahoney stated that lots were platted when Lake Worth was platted; that lots were not unified; and that the third lot was to be reserved as insurance/financial stability
  - h. Staff comments: Ms. Christensen made the following comments to address Board Questions:
    - Stated that proposed structure could be built to code limitations on two lots; that the proposal would not have an adverse impact on the surrounding district; that request for new construction on the third lot would require board review; recommended removal of the existing chain link fence as a fourth condition of approval; clarified that coverage was in consideration of two lots; addressed asymmetric fenestration on east elevation
  - i. Public Comments:
    - Gael Silverblatt: Read comments in support of the Applicant proposal; height and lot coverage compatible with the neighborhood;
  - j. **Action:** Motion made by Mr. Robinson with a second by Mr. Clary that the Board vote to approve the request subject to the four conditions of approval identified by Staff  
**Vote:** All ayes  
Motion carried five (5) to zero (0)
5. Sunshine Law, Meetings, Public Records: Barbara Alterman, Assistant City Attorney

February 12 2014 Regular Meeting

- Meetings: were public; agenda, and minutes; quasi-judicial issue of disclosure as a due process issue; anything that could potentially come before the Board should be at meeting; Standard would be reasonable before the Board
  - Public Records Law: Written communications were a matter of public record, broad public records law
  - Code of Ethics: Accepting gifts; conflict of interest of member or family member; members should recuse themselves from voting at public hearings if there was a possibility that they might tend to favor an item;
  - Additional discussion: Financial Disclosure Form; Board request for quasi-judicial hearing testimony process to be clearly established
6. Decision Making: Variances: Barbara Alterman, Assistant City Attorney
- a. Provided printout of Code standards; discussed substantial competent evidence; and stated that Board decisions were to be made on a case by case basis, and based upon the evidence provided
6. Planning Issues: Mr. Ducoste
- Changes to LDRs were in progress, and would be brought forward in the near future
7. Public Comments: None
8. Departmental Reports
- A. Administrative COAs for December 2013 and January 2014
- Addressed cases reviewed administratively in January
9. Board Member Comments
- Mr. Zoellner: Stated that he questioned whether some Applicant responses to Board questions lacked sincerity
  - Mr. Robinson: Addressed removal of chain link fence of previous approval, and a historical lack of follow-up on approvals; and requested information regarding possibility of medical marijuana sales
  - Mr. Blackman: Stated that that he thanked the City for the Volunteer breakfast
10. Adjournment  
Meeting adjourned at 8:22 PM

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ORDINANCE NO. 2014-08 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 OF THE CODE OF ORDINANCES; REGARDING ZONING DISTRICTS; AMENDING THE MIXED USE FEDERAL HIGHWAY ZONING DISTRICT ARTICLE 3 DIVISION 3; PROVIDING FOR SEVERABILITY; CONFLICTING ORDINANCES REPEALED; CODIFICATION CLAUSE; AND EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City's Land Development Regulations sets forth, among other things, the uses permitted in particular zoning districts within the City; and

WHEREAS, the Mixed Use Federal Highway District allows Medical offices and related uses such as day spas, except on parcels adjacent to North Federal Highway north of 13<sup>th</sup> Avenue North; and

WHEREAS, a request was made to consider a revision to the Mixed Use Federal Highway District to delete the exception to where Medical offices and related uses can be located; and

WHEREAS, the revision has been reviewed by the Lake Worth Planning and Zoning Board and the Lake Worth Historic Preservation Resources Board and has been found to be consistent with the Comprehensive Plan; and

WHEREAS, both advisory boards have recommended approval of the revision; and

WHEREAS, the City Commission has reviewed the recommended revisions to Chapter 23, Article 3 Division 3 Mixed Use Districts and has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. Chapter 23, Article 3 Division 3 Mixed Use Districts Section 23.3-16, is hereby amended as follows:

- Chapter 23, Article 3 Zoning Districts; Division 3, Section 23.3-16 c) 2. J.
- 2. Principal uses permitted as either administrative or conditional uses

J Medical offers and related uses such as day spas ~~except on parcels adjacent to North Federal Highway north of 13<sup>th</sup> Avenue North.~~

Section 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. All Ordinances or parts of Ordinances in conflict herein are hereby repealed.

Section 5. Section 2 of this Ordinance shall be codified.

Section 6. This Ordinance shall become effective ten (10) days after passage.

The passage of this Ordinance on first 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 on first reading on the 4<sup>th</sup> day of March, 2014.

The passage of this Ordinance on second reading was moved by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon being put to 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 18<sup>th</sup> day of March, 2014.

LAKE WORTH CITY COMMISSION

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

ATTEST:

\_\_\_\_\_  
Pamela 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:** March 4, 2014, Regular Meeting

**DEPARTMENT:** City Attorney

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Ordinance No. 2014-09 – First Reading – create Registered Domestic Partnerships and schedule the public hearing date for March 18, 2014

#### **SUMMARY:**

The Ordinance recognizes long-term, committed relationships and provides certain rights to domestic partnerships which register with the City of Lake Worth.

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

Currently, the City provides health benefits to City employees and their qualified domestic partners whether of the same or opposite sex. The City seeks to expand this recognition of domestic partnerships by offering a registration process with certain rights. While the rights provided upon registration cannot conflict with state or federal law, the rights are intended to provide domestic partners with equal rights afforded to married couples in the City of Lake Worth for health care visitation; health care decisions; funeral/burial decisions; family member notifications; and, preneed guardian designations.

A registration fee will be established in the City-wide fee resolution to cover the City Clerk's office administration of the registration process. The fiscal impact to the City should be covered by the fees set for the program (i.e., registration fee; amendment fee; and, termination fee).

#### **MOTION:**

I move to approve/not approve Ordinance No. 2014-09 on first reading and schedule the public hearing date for March 18, 2014.

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

Fiscal Impact Analysis – not applicable  
Ordinance

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ORDINANCE NO. 2014-09 OF THE CITY OF LAKE WORTH, FLORIDA, TO ADD ARTICLE III, REGISTERED DOMESTIC PARTNERSHIPS, TO CHAPTER 20, CIVIL RIGHTS, OF THE CODE OF ORDINANCES TO PROVIDE FOR REGISTRATION OF DOMESTIC PARTNERSHIPS WITH CERTAIN LEGAL RIGHTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently provides health benefits to City employees and their qualified domestic partners whether of the same or opposite sex; and

WHEREAS, the City recognizes that such long-term, committed relationships foster economic stability and emotional and psychological bonds; and

WHEREAS, the City seeks to expand its recognition, acceptance and services to domestic partnerships; and

WHEREAS, the City finds that it is in the best interest of the City to be responsible to the changing needs of society and to treat all persons fairly and equitably; and

WHEREAS, the City finds amending the Code of Ordinances to include a Domestic Partnership Registry with certain legal rights 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. The foregoing recitals are incorporated into this Ordinance by reference as true and correct statements.

Section 2. Chapter 20 of the Code of Ordinances is hereby amended by adding the following:

**Chapter 20**

**CIVIL RIGHTS**

\* \* \*

**ARTICLE III. REGISTERED DOMESTIC PARTNERSHIPS**

\* \* \*

**Sec. 20-14. Definitions.**

1            *Committed relationship* means a family relationship, intended to  
2 be of indefinite duration, between two individuals characterized by  
3 mutual caring and the sharing of a mutual residence.  
4

5            *Declaration of registered domestic partnership* means the  
6 document that is filed with the city clerk's office according to the  
7 procedures established in section 20-15.  
8

9            A *dependent* is a person who resides within the household of a  
10 registered domestic partnership and is:

- 11            (1) A biological, adopted, or foster child of a registered domestic  
12 partner;  
13            (2) A dependent as defined under IRS regulations; or  
14            (3) A ward of a registered domestic partner as determined in a  
15 guardianship or other legal proceeding.  
16

17            *Mutual residence* means that the registered domestic partners  
18 share the same place to live. It is not necessary that the legal right to  
19 possess the place of residence be in both of their names. Two people  
20 may share a mutual residence even if one or both have additional places  
21 to live. Registered domestic partners do not cease to share a mutual  
22 residence if one leaves the shared place but intends to return.  
23

24            *Registered domestic partnership* means committed relationship  
25 between two persons who consider themselves to be a member of each  
26 other's immediate family and have registered their partnership in  
27 accordance with section 20-15.  
28

29 **Sec. 20-15. Registration, amendment, termination and administration**  
30 **procedures.**

31            (a) *Registration.*

32            (1) Declaration of registered domestic partnership. A declaration  
33 of registered domestic partnership shall be filed with the city  
34 clerk's office and shall contain the names and addresses of the  
35 applicants who shall swear or affirm under penalty of perjury  
36 that each partner:  
37

- 38            a. Is at least 18 years old and competent to contract;  
39            b. Is not married to or a member of another registered  
40 domestic partnership or civil union with anyone other  
41 than the co-applicant;  
42            c. Agrees to share the common necessities of life and to  
43 be responsible for each other's welfare;  
44            d. Shares his or her primary residence with the other;  
45            e. Considers himself or herself to be a member of the  
46 immediate family of the other partner;  
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- f. Agrees to immediately notify the city clerk's office, in writing, of any change in the status of the registered domestic partnership; and
- g. Agrees to mutually support the other by contributing in some fashion, not necessarily equally, to maintain and support the registered domestic partnership.

(2) Each partner agrees to immediately notify the city clerk's office, in writing, if the terms of the registered domestic partnership are no longer applicable or one of the domestic partners wishes to terminate the domestic partnership.

(b) *Amendment.* A registered domestic partner may amend a registered domestic partnership previously filed with the city clerk to show a change in his or her household address or to add or delete dependents. Amendments shall be signed by both members of the registered domestic partnership under penalty of perjury.

(c) *Termination.*

(1) *Termination statement.* A registered domestic partner may terminate the registered domestic partnership by filing a termination statement with the city clerk's office. The person filing the termination statement shall swear or affirm under penalty of perjury that:

- a. The registered domestic partnership is to be terminated; and
- b. If the termination statement is not signed by both registered domestic partners, a copy of the termination statement shall be served, by certified or registered mail, on the other registered domestic partner, and proof of service shall be filed with the city clerk's office.

(2) *Effective date.* The termination shall become effective on the date of filing of the termination statement signed by both registered domestic partners or if the termination statement is not signed by both parties, on the date proof of service is filed with the city clerk's office pursuant to subsection (c)(1)b. above.

(3) *Automatic termination.* A registered domestic partnership shall automatically terminate upon the following events:

- a. One of the domestic partners marries;
- b. One of the domestic partners dies; or
- c. One of the domestic partners enters into a civil union with someone other than his or her registered domestic partner.

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(d) *Administration.*

- (1) *Forms.* The city clerk's office shall provide forms for the establishment, amendment, and termination of registered domestic partnerships.
- (2) *Certificate of registered domestic partnership.* The city clerk's office shall issue to the registered domestic partners a certificate of registered domestic partnership no later than ten business days after the declaration of registered domestic partnership is filed.
- (3) *Maintain records.* The city clerk's office shall maintain copies of the declaration of registered domestic partnerships, any and all amendments thereto, certificates of registered domestic partnership, and termination statements filed by registered domestic partners.
- (4) *Fees.* The fee for registering the declaration of registered domestic partnership shall be established by resolution of the city commission, which shall cover all costs of registration. The fee for amending or terminating the declaration of registered domestic partnership shall also be established by resolution of the city commission, which shall cover all costs of amendment or termination of the registered domestic partnership.

**Sec. 20-16. Rights and legal effect of registered domestic partnership.**

To the extent not superseded by federal, state, or county law or ordinance, registered domestic partners shall have the following rights:

- (1) *Health care facility visitation.* The term "health care facility" includes, but is not limited to, hospitals, convalescent facilities, walk-in clinics, doctor's offices, mental health care facilities, and other short and long term facilities located within, or under the jurisdiction of, the city. All health care facilities operating within the city shall allow a registered domestic partner the same visitation rights as a spouse (or parent, if the patient is a dependent of the registered domestic partnership) of the patient. A dependent of a registered domestic partner shall have the same visitation rights as a patient's child.
- (2) *Health care decisions.* This section pertains to decisions concerning both physical and mental health. If a patient lacks the capacity to make a health care decision, the patient's registered domestic partner shall have the same authority as a

1 spouse to make a health care decision for the incapacitated  
2 party to the extent allowed by section 765.401, Florida Statutes.

3  
4 (3) *Funeral/burial decisions.* Following the death of a registered  
5 domestic partner, the surviving partner shall have the same  
6 rights to make decisions with regard to funeral/burial decisions  
7 and disposition of the decedent's body as a surviving spouse.  
8 The surviving partner shall retain these rights notwithstanding  
9 the automatic termination provision of subsection 20-15(c)  
10 herein.

11  
12 (4) *Notification of family members.* In any situation providing for  
13 mandatory or permissible notification of family members,  
14 including, but not limited to, notification of family members in an  
15 emergency, or when permission is granted to inmates to  
16 contact family members, "notification of family" shall include  
17 registered domestic partners.

18  
19 (5) *Preneed guardian designation.* Any person who is registered as  
20 a registered domestic partner pursuant to this article shall have  
21 the same right as any other individual to be designated as a  
22 preneed guardian pursuant to section 744.3045, Florida  
23 Statutes, and to serve in such capacity in the event of his or her  
24 declarant registered domestic partner's incapacity. A registered  
25 domestic partner shall not be denied or otherwise be defeated  
26 in serving the plenary guardian of his or her registered domestic  
27 partner or the partner's property, under the provisions of  
28 Chapter 744, Florida Statutes, to the extent that the  
29 incapacitated partner has not executed a valid preneed  
30 guardian designation, based solely upon his or her status as the  
31 domestic partner of the incapacitated partner.

32  
33 **Sec. 20-17. Limited effect.**

34  
35 (a) Nothing in this article shall be interpreted to alter, affect, or  
36 contravene county, state or federal law.

37  
38 (b) Nothing in this article shall be construed as recognizing or treating a  
39 registered domestic partnership as a marriage.

40  
41 (c) All rights, privileges, and benefits extended to registered domestic  
42 partnerships registered pursuant to this article shall also be extended  
43 to all persons legally partnered in another jurisdiction.

44  
45 (d) This article is independent of Chapter 16 of the Code of Ordinances  
46 of the City of Lake Worth and does not affect any rights or benefits of  
47 city employees.  
48

1 (e) A registered domestic partner may enforce the rights under section  
2 20-16 by filing a private action against a person or entity in any court  
3 of competent jurisdiction for declaratory relief, injunctive relief, or  
4 both.

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8 Section 3. If any provision of this Ordinance or the application thereof  
9 to any person or circumstances is held invalid, such invalidity shall not affect  
10 other provisions or applications of this Ordinance which can be given effect  
11 without the invalid provision or application, and to this end the provisions of this  
12 Ordinance are declared to be severable.

13

14 Section 4. All ordinances or resolutions or parts thereof that may be  
15 determined to be in conflict herewith are hereby repealed.

16

17 Section 5. Section 2 of this Ordinance shall be codified.

18

19 Section 6. This Ordinance shall become effective ten (10) days after  
20 passage.

21

22 The passage of this Ordinance on first reading was moved by  
23 Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon  
24 being put to a vote, the vote was as follows:

25

26 Mayor Pam Triolo  
27 Vice Mayor Scott Maxwell  
28 Commissioner Christopher McVoy  
29 Commissioner Andy Amoroso  
30 Commissioner John Szerdi

31

32 The Mayor thereupon declared this Ordinance duly passed on first  
33 reading on the 4<sup>th</sup> day of March 2014.

34

35 The passage of this Ordinance on second reading was moved by  
36 Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon  
37 being put to a vote, the vote was as follows:

38

39 Mayor Pam Triolo  
40 Vice Mayor Scott Maxwell  
41 Commissioner Christopher McVoy  
42 Commissioner Andy Amoroso  
43 Commissioner John Szerdi

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The Mayor thereupon declared this Ordinance duly passed and enacted on the 18<sup>th</sup> day of March 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:** March 4, 2014, Regular Meeting

**DEPARTMENT:** City Clerk

---

### **EXECUTIVE BRIEF**

**TITLE:**

Mediated Settlement Agreement in the case of the City of Lake Worth versus Board of Trustees of the Lake Worth Firefighters' Pension Trust Fund

**SUMMARY:**

The Agreement will settle litigation with the Board of Trustees of the Firefighters' Pension Trust Fund and their unknown members and beneficiaries regarding their calculation benefits.

**BACKGROUND AND JUSTIFICATION:**

As you are aware, the City has been involved with litigation with the Board of Trustees of the Lake Worth Firefighters' Pension Trust Fund and the Unknown Members and Beneficiaries of the Lake Worth Firefighters' Pension Trust Fund regarding the calculation of benefits. The Pension Board interpreted a provision of the pension ordinance in such a manner that it increased the City's expenditures by approximately \$270,000.00 a year for the next 30 years. After mediation, we reached the proposed Settlement Agreement which reduces the expenditures by approximately 50%. It is anticipated that contributions will be reduced by approximately \$135,000.00 a year for the next 30 years, which should reduce the City's unfunded liability accordingly. We request your approval of the attached Settlement Agreement.

**MOTION:**

I move to approve/not approve a Mediated Settlement Agreement.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Agreement

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CITY OF LAKE WORTH,  
FLORIDA,

CASE NO. 502010CA018632XXXXMB  
DIVISION AD

Plaintiff,

v.

BOARD OF TRUSTEES OF THE LAKE  
WORTH FIREFIGHTERS' PENSION  
TRUST FUND, and the UNKNOWN  
MEMBERS and BENEFICIARIES OF  
THE LAKE WORTH FIREFIGHTERS'  
PENSION TRUST FUND,

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Defendants.

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**MEDIATED SETTLEMENT AGREEMENT**

This AGREEMENT, entered into by the representatives of the City of Lake Worth ("City"), Board of Trustees of the Lake Worth Firefighters' Pension Trust Fund ("Board") and the individual members and retirees of the Lake Worth Firefighters' Pension Trust Fund and/or their beneficiaries (collectively "the Parties"), during Court-Ordered Mediation held on January 29, 2014, the Parties agree to the following:

1. Under this Agreement, all retained sick leave and vacation leave are excluded from the calculation of average final compensation under the City's Firefighters' Pension Ordinance.
2. Pursuant to this Agreement, Pension Plan retirees who were hired after October 1, 1979 shall have their benefits adjusted to reduce their future monthly retirement benefits in an amount equal to 50 percent of that portion of their monthly benefits attributable to the inclusion of any and all retained sick leave and vacation leave, in calculating their pension benefits; and such retirees shall be entitled to a refund of 25% of the member contributions made for retained sick leave and vacation leave.
3. The retirement benefits for members who have not yet retired, and remain in active service as part of Palm Beach County Fire Rescue shall not include any retained sick leave and vacation leave in determining said members' final average compensation. The aforementioned members are annually paid for 120 hours of sick leave which are pensionable. Further, the Pension Plan will be amended prospectively in accordance with SB 1128 regarding vacation leave.
4. The individual defendant/members and retirees, and the Board waive any claim, present or future to the inclusion of all retained sick leave and vacation leave in determining

average final compensation, except as set forth in paragraphs 2 and 3. In return, the City agrees to waive any claim to claw back any money for portions of benefits previously paid as a result of including retained sick leave and vacation leave in determining average final compensation or any other pension benefit calculations up to the date of this Agreement. The City and the Board shall exchange mutual releases prior to March 15, 2014, subject to the approvals in paragraph 5 below. Each individual defendant/member and retiree will only be bound by this Agreement by executing a written release.

5. This Agreement is subject to approval by majority vote of the Board of Trustees of the Lake Worth Firefighters Pension Trust Fund and the City Commission of the City of Lake Worth. This Agreement will be presented to the City Commission of the City of Lake Worth. All Parties shall notice and conduct attorney/client sessions and public meetings as required by the Florida Government in the Sunshine Act and shall use their best efforts to obtain the approval of this Agreement on or before March 15, 2014.

6. The change in current benefits as provided above shall be reflected in all future benefit payments beginning no later than payments made on May 1, 2014, subject to required notices if necessary.

7. This Agreement and the effects of the changes to pension benefits and City obligations to fund pension benefits shall be subject to review and verification by the City's actuary. The portion of the current total monthly benefit attributable to retained sick leave and vacation leave is approximately \$22,881.64, and the changes provided herein will result in monthly savings to the City of approximately \$11,440.82 (\$137,289.84 annually). The Board shall instruct its actuary to communicate and cooperate with City's actuary to verify the figures above in this Agreement.

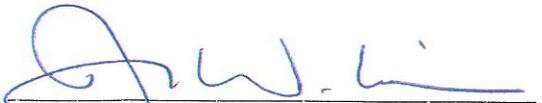
8. On or before Friday, January 31, 2014, the Parties shall notify the Court of this Agreement and the need for the Parties to finalize and process the approval of this Agreement. The City and the Board shall jointly file a Motion to remove this case from the trial docket and place this case in abeyance for a period of not less than 60 days.

9. Upon final approval by the City and the Board, this Agreement shall become effective and enforceable, and shall be interpreted under Florida law. The City shall dismiss this action with prejudice upon full approval as set forth in paragraph 5 above. All Parties shall bear their costs and attorneys fees incurred in this matter. In the event that any action must be taken to enforce the terms of this Agreement, venue shall be in Palm Beach County, Florida.

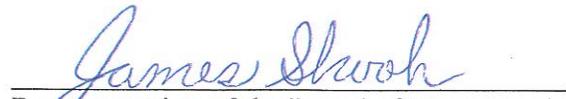
10. Promptly after the execution of this Agreement, the Board will provide the City with the names of members or retirees and/or beneficiaries of members who were hired prior to October 1, 1979 and who the Board certifies did not have any recalculation of their benefits as a result of the Board's determination to include retained leave and vacation leave in the calculation of average final compensation. Promptly after receiving this certified list, the City will voluntarily dismiss these identified individual members, retirees and/or their beneficiaries from this action.

11. In the event of any litigation brought by individual members or retirees against the City or the Board related in any way to this Agreement, the City agrees to indemnify and hold harmless the Board, its individual Trustees, agents and representatives, provided the City may select legal counsel and assume the defense of the Board, its Trustees, agents and representatives.

This Agreement, having been entered on this 29<sup>th</sup> day of January during mediation by:

  
\_\_\_\_\_  
Representative of the City of Lake Worth

  
\_\_\_\_\_  
Attorneys for City of Lake Worth

  
\_\_\_\_\_  
Representative of the Board of Trustees of  
the Lake Worth Firefighters Pension Trust  
Fund

  
\_\_\_\_\_  
Attorneys of the Board of Trustees of the  
Lake Worth Firefighters' Pension Trust  
Fund

  
\_\_\_\_\_  
Representative/Counsel for the Individual Defendant  
Members

  
\_\_\_\_\_  
Mediator **GERALD MAGER**



## CITY OF LAKE WORTH

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

**DRAFT  
AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, MARCH 18, 2014 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Offered by Pastor Jason Fairbanks of the First Congregational Church
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Christopher McVoy
4. **AGENDA - Additions/Deletions/Reordering:**
5. **DESIGNATE APPOINTMENTS:**
  - A. Vice Mayor and Vice Mayor Pro Tem
  - B. Various organizational appointments:
    - 1) Metropolitan Planning Organization liaison
    - 2) Palm Beach County League of Cities liaison
    - 3) Treasure Coast Regional Planning Council liaison
    - 4) Central Palm Beach County Chamber of Commerce liaison
    - 5) Florida Municipal Power Agency liaison
    - 6) Downtown Cultural Alliance liaison
    - 7) Community Redevelopment Agency liaison
    - 8) Lake Worth Sister City Board liaison
    - 9) Neighborhood Association Presidents' Council liaison
6. **PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Update provided by the Planning and Zoning Board
  - B. Update provided by the Tropical Ridge Neighborhood Association
7. **COMMISSION LIAISON REPORTS AND COMMENTS:**
8. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
9. **APPROVAL OF MINUTES:**

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

**11. PUBLIC HEARINGS:**

- A. Ordinance No. 2014-08 - Second Reading and Second Public Hearing - amend conditional uses in the Mixed Use-Federal Highway (MU-FH) zoning district

**12. UNFINISHED BUSINESS:**

**13. NEW BUSINESS:**

- A. Professional Services Agreement with URS Corporation Southern for engineering, design and construction services for the Roadway and Utilities Master Plan Capital Projects
- B. Professional Services Agreement with Craven Thompson & Associates, Inc. for Engineering, Design and Construction Services for the Roadway and Utilities Master Plan Capital Projects
- C. Contract with Florida Design Drilling Corp. for the Construction of Potable Well 16, Agreement with Mock Roos and Associates for Construction Phase Services, and Materials Testing Allowance with Testing Lab of the Palm Beaches
- D. Contract with B&B Underground, Inc for the Construction of the Raw Watermain for Potable Well 16, Agreement with Mock Roos and Associates for Construction Phase Services, and Materials Testing Allowance with Testing Lab of the Palm Beaches
- E. Contract with All Webbs Enterprises, Inc for the Rehabilitation of Surficial Aquifer Well 9R

**14. LAKE WORTH ELECTRIC UTILITY:**

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

**B. PUBLIC HEARING:**

**C. NEW BUSINESS:**

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

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

**17. ADJOURNMENT:**

Agenda Date: March 18, 2014 Regular Meeting

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.