



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, OCTOBER 21, 2014 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Offered by Lisa Stewart, Religious Society of Friends
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Update provided by the Board of Trustees, Police Retirement System
 - B. Proclamation declaring October 2014 as National Breast Cancer Awareness Month
 - C. Proclamation declaring October 24, 2014 as End Polio Now Day
 - D. Proclamation declaring November 2014 as Neighborhood Association Awareness Month
 - E. Proclamation declaring November 2014 as Joey Bergsma Retinoblastoma Awareness Month
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
 - A. City Commission Minutes - October 7, 2014
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Resolution No. 64-2014 - Fiscal Year 2015 First Budget Amendment
 - B. Resolution No. 65-2014 - amending Resolution No. 44-2014 to change the rolled-back rate for Fiscal Year 2015

Agenda Date: October 21, 2014 Regular Meeting

- C. Agreement with E.C. Stokes Mechanical Contractor, Inc. to replace City Hall's air condition unit
- D. Construction Contract with West Construction, Inc. for the 9th Avenue South Greenway Improvements project
- E. Microsoft Enterprise Agreement for Office Professional and SQL Software Licensing
- F. Ratify members to various City advisory boards

10. PUBLIC HEARINGS:

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

- A. Reorganize the Human Resources Department
- B. Discuss Code Compliance program, processes and outcomes
- C. Ordinance No. 2014-28 - First Reading - voluntary annexation of 2.3 acres of land located at 2269 2nd Avenue North and schedule the public hearing date for November 4, 2014
- D. Ordinance No. 2014-29 - First Reading - small scale future land use map amendment on property located at 2269 2nd Avenue North and schedule the public hearing date for November 4, 2014
- E. Ordinance No. 2014-30 - First Reading - rezone property located at 2269 2nd Avenue North and schedule the public hearing date for November 4, 2014
- F. Ordinance No. 2014-31 - First Reading - amend various sections in the Land Development Regulations and schedule the public hearing date for November 4, 2014
- G. Ordinance No. 2014-32 - First Reading - amend the advisory board members' appointment process and schedule the public hearing date for November 4, 2014
- H. Ordinance No. 2014-33 - First Reading - clarify violations and penalties of the previously adopted County Animal Regulation Ordinance and schedule the public hearing date for November 4, 2014
- I. Ordinance No. 2014-34 - First Reading - enact panhandling regulations to prohibit aggressive panhandling city-wide and in certain locations and schedule the public hearing date for November 4, 2014

Agenda Date: October 21, 2014 Regular Meeting

13. LAKE WORTH ELECTRIC UTILITY:

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

B. **PUBLIC HEARING:**

C. **NEW BUSINESS:**

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. November 4, 2014 Draft Commission Agenda

16. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

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



CITY OF LAKE WORTH

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AGENDA DATE: October 21, 2014, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Update provided by the Board of Trustees, Police Retirement System

SUMMARY:

Todd Baer, Board Chair, will update the Commission on activities that have taken place since their last update.

BACKGROUND AND JUSTIFICATION:

The Board members shall administer, manage and be responsible for the proper operation of the Police Retirement System. Members serve two-year terms. The last update provided by the Police Retirement System was on June 5, 2012.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

PROCLAMATION

- WHEREAS,** breast cancer touches the lives of Americans from every background and in every community across our Nation; and
- WHEREAS,** though we have made great strides in combating this devastating illness, more than 200,000 women will be diagnosed with breast cancer this year, and tens of thousands are expected to lose their lives to the disease; and
- WHEREAS,** during National Breast Cancer Awareness Month, we honor those we have lost, lend our strength to those who carry on the fight, and pledge to educate ourselves and our loved ones about this tragic disease; and
- WHEREAS,** though the exact causes of breast cancer are unknown, understanding its risk factors is essential to prevention; and
- WHEREAS,** older women and those who have a personal or family history of breast cancer are among those at greater risk of developing the illness; and
- WHEREAS,** early detection is also key in the fight against breast cancer and getting recommended screening mammograms can help to detect breast cancer early.

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

October 2014
as
National Breast Cancer Awareness Month

and encourage the citizens of Lake Worth to join in activities that will increase awareness of what Americans can do to prevent breast cancer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 21st day of October, 2014.

Pam Triolo, Mayor

ATTEST:

Pamela Lopez, City Clerk

PROCLAMATION
“End Polio Now Day”

- WHEREAS, the eradication worldwide of the debilitating disease polio is one of the top priorities of Rotary International, and is just three endemic countries away from being reality; and
- WHEREAS, END POLIO NOW DAY is a positive initiative to create awareness and educate the citizens of Lake Worth about the vital importance of eradicating polio worldwide; and
- WHEREAS, Rotary brings more than 100 years of history to this initiative, and its members are business professional and community leaders who provide humanitarian service, encourage high ethical standards, and help build goodwill and peace in the world; and
- WHEREAS, Rotary has 32,000 clubs located in more than 200 countries and geographical areas that initiate service projects to address today’s challenges, including illiteracy, disease, hunger, poverty, lack of clean water, and environmental concerns; and
- WHEREAS, in 1985, Rotary launched Polio Plus, an ambitious program to immunize the world’s children against polio; and,
- WHEREAS, Rotary’s grassroots leadership, volunteer, support, and initial funding for vaccine provided the catalyst for the World Health Assembly’s 1988 resolution to eradicate polio worldwide; and
- WHEREAS, the Rotary’s END POLIO NOW DAY initiative is one more community effort to invite the residents of Lake Worth to support Rotary’s goal.

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

OCTOBER 24, 2014
as
“END POLIO NOW” DAY

and urge the residents of Lake Worth to participate in the Rotary’s efforts to eradicate polio worldwide.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Lake Worth, Florida, to be affixed this 21st day of October, 2014.

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

PROCLAMATION

- Whereas,** The City of Lake Worth recognizes that what makes Lake Worth special are the many unique qualities and challenges of each Neighborhood; and
- Whereas,** Neighborhood Associations serve as an effective vehicle for residents to enhance those qualities and meet those challenges; and
- Whereas,** The mission of the Neighborhood Associations is to communicate information, concerns and ideas relevant to maintaining the unique and historic character of each neighborhood, using websites, social media, door hangers, flyers, phone trees and email distribution lists; and
- Whereas,** Neighborhood Associations build strong relationships among neighbors, neighborhood merchants, elected officials, City administration and public safety professionals; and
- Whereas,** Neighborhood Associations serve on the front lines of the battle against crime and blight with neighborhood clean-ups, crime walks and proactive partnerships with the City of Lake Worth and the Palm Beach County Sheriff's Office and Fire Rescue; and
- Whereas,** Neighborhood Associations sponsor events that highlight and enhance the quality of life and recreation in the City of Lake Worth with the annual Great American Raft Race, neighborhood home tours, art expos, picnics, block parties, neighborhood festivals and more; and
- Whereas,** The City of Lake Worth is proud to be a partner with the Neighborhood Associations in their efforts to make Lake Worth a City every resident can be proud to call their home.

NOW, THEREFORE, I, PAM TRIOLO, Member of a Lake Worth Neighborhood Association and Mayor of the City of Lake Worth, Florida, by virtue of the authority vested in me, do hereby proclaim:

November 2014

as

NEIGHBORHOOD ASSOCIATION AWARENESS 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 21st Day of October, 2014.

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

PROCLAMATION

WHEREAS, Retinoblastoma is a very rare disease that affects children, is the most common eye tumor in children, and now occurs in 1 out of every 12,000 children; and

WHEREAS, Retinoblastoma is a disease that causes the growth of malignant tumors in the retinal cell layer of the eye; and

WHEREAS, left untreated, Retinoblastoma is almost always fatal; therefore, early diagnosis and treatment is crucial in saving lives and preserving visual function; and

WHEREAS, eye dilation examinations performed upon infants at birth, during the six to eight week well-baby exam, and during the six to nine month well-baby exam, are vital to saving the vision and lives of our children. Such infant eye dilation exams are very inexpensive; and

WHEREAS, the City of Lake Worth supports eye pathology screening at birth and each well-baby exam thereafter to assist in the detection of all ocular diseases in newborns, infants, and toddlers; and

WHEREAS, vision and lives have been saved through awareness.

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

November

as

“Joey Bergsma Retinoblastoma Awareness Month”

and urge all citizens of the City of Lake Worth, Florida to make themselves and their families aware of the risk of Retinoblastoma and the need for appropriate screening, early diagnosis, and referral.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 21st day of October, 2014.

Pam Triolo, Mayor

ATTEST:

Pamela Lopez, City Clerk

**MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
OCTOBER 7, 2014 – 6:00 PM**

The meeting was called to order by Vice Mayor Maxwell 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 Vice Mayor Scott Maxwell and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi. Mayor Pam Triolo 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, St. Andrew's Episcopal Church.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Vice Mayor Scott Maxwell.

4. AGENDA - Additions/Deletions/Reordering:

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

- Add to New Business, Item B – Resolution No. 63-2014 – request a meeting of the Palm Beach County Canvassing Board;
- Reorder Consent Agenda, Item E to New Business as Item C; Resolution No. 60-2014 – Amendment 002 to the CDBG Interlocal Agreement for the 7th Avenue South roadway improvements project; and
- Approve the agenda as amended.

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

5. PRESENTATIONS:

A. Update provided by the Vernon Heights Neighborhood Association

No one from Vernon Heights Neighborhood Association was present to provide an update.

B. Update provided by the Board of Trustees Firefighters' Pension Trust Fund

Mark Lamb, Board Member, provided an update on the Board of Trustees

Firefighters' Pension Trust Fund's fiscal activities.

Comment/request summary:

1. Commissioner McVoy requested fiscal information be presented in graph format so that the Commission could see past years' trends.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner McVoy: announced that he and Mayor Triolo attended the Guatemalan Cultural Annual Festival and explained that he heard a lot of community feedback on Consent Agenda, Item E, which was his reason for requesting it be reordered to New Business. He announced the Delray Planet Change Task Force was having an open house on October 8, 2014, and on October 11, 2014, the Palm Beach Sheriff Office would be discussing what could be done about gangs at the Haitian Church of the Nazarene.

Commissioner Szerdi: announced his attendance at the Neighborhood Association President Council's meeting last weekend as the Commission's liaison. The Council was successful with banners; however, he said the members were concerned about the number of homeless in the City. The Council members asked for a report on what was being done on the west side of the downtown core area. He said he and City staff attended a Regional Climate Action Plan Conference last week.

Commissioner Amoroso: said he was the Commission's liaison to the Arts in the Downtown and cited their upcoming events. He announced the Green Market was opened at Old Bridge Park and tenant applications for the LaJolla Village Apartment Complex on 6th Avenue South and F Street were being accepted.

Vice Mayor Maxwell: said the Guatemalan Festival was a success; however, he said there was concern from the surrounding neighbors about the number of people attending in a small confined area. He said the event coordinator was issued permits, but he asked if an alternate location could be found next year that was convenient to the community. He commented that neighbors were not notified of the festival. He said there were problems with sober homes across the nation, met with Representative Hager and representatives from the Federal Bureau of Investigation and Insurance Fraud about the issue, asked anyone interested in the subject to contact him, and said he was confident sober home legislation would be discussed at the State's next Legislative Session.

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

The following individuals spoke on various issues; however, they did not

write anything on their comment cards: Peter Timm and Katie McGiveron.

Comment/request summary:

1. Vice Mayor Maxwell suggested scheduling a Commission Work Session to hear the public's financial funding source ideas for infrastructure.

8. APPROVAL OF MINUTES:

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

A. Special City Commission Meeting – September 23, 2014

Vote: Voice vote showed: AYES: Vice Mayor Maxwell 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, less Item E.

A. Resolution No. 56-2014 - restatement of Resolution Nos. 18-2008 and 70-2013 to provide a clearer method of stating these Utility (Water/Sewer/Electric) fees and deposit requirements

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

RESOLUTION NO. 56-2014 OF THE CITY OF LAKE WORTH, FLORIDA, SUPERCEEDING RESOLUTION 18-2008 - SECTIONS 4 THROUGH 14 AND SECTIONS 16 THROUGH 22 - AND RESOLUTION 70-2013 OF THE CITY OF LAKE WORTH; AMENDING RESOLUTION 47-2014 TO PROVIDE EXHIBIT "B" ESTABLISHING UTILITY RELATED DEPOSIT REQUIREMENTS; PROVIDING FOR INTEREST PAYMENTS ON ALL DEPOSITS; ESTABLISHING AND REVISING CERTAIN FEES, CUSTOMER AUTOMATIC PAYMENT INCENTIVES AND CHARGES RELATING TO UTILITIES SERVICE AND BILLING; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

B. Resolution No. 57-2014 - restatement of Resolution No. 48-2014 to provide a clearer method of stating the Fiscal Year 2014/15 electric rate fees

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

RESOLUTION NO. 57-2014 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH FLORIDA

FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

C. Resolution No. 58-2014 - Amendment 001 to the CDBG Interlocal Agreement for the 9th Avenue South greenway improvements project

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

RESOLUTION NO. 58-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AMENDMENT 001 TO THE 9TH AVENUE SOUTH RIGHT-OF-WAY IMPROVEMENTS PROJECT INTERLOCAL AGREEMENT TO DECREASE THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ALLOCATION AND TO EXTEND THE TIME OF PERFORMANCE; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 001 TO THE PROJECT INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

D. Resolution No. 59-2014 - Amendment 001 to the CDBG Interlocal Agreement for the 10th Avenue South roadway improvements project

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

RESOLUTION NO. 59-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AMENDMENT 001 TO THE 10TH AVENUE SOUTH RIGHT-OF-WAY IMPROVEMENTS PROJECT INTERLOCAL AGREEMENT TO DECREASE THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ALLOCATION AND TO EXTEND THE TIME OF PERFORMANCE; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 001 TO THE PROJECT INTERLOCAL AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

E. (Reordered to New Business as Item C) Resolution No. 60-2014 - Amendment 002 to the CDBG Interlocal Agreement for the 7th Avenue South roadway improvements project

F. Resolution No. 61-2014 - Amendment 002 to the CDBG Interlocal Agreement for the 5th Avenue North greenway improvements project

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

RESOLUTION NO. 61-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AMENDMENT 002 TO THE 5TH AVENUE NORTH RIGHT-OF-WAY IMPROVEMENTS PROJECT INTERLOCAL AGREEMENT TO INCREASE THE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ALLOCATION AND TO EXTEND THE TIME OF PERFORMANCE; AUTHORIZING THE MAYOR TO EXECUTE

AMENDMENT 002 TO THE PROJECT INTERLOCAL AGREEMENT;
PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

G. Resolution No. 62-2014 - appoint City representatives to the Metropolitan Planning Organization's Technical Advisory Committee (TAC)

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

RESOLUTION NO. 62-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPOINTING A REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO SERVE ON THE METROPOLITAN PLANNING ORGANIZATION'S TECHNICAL ADVISORY COMMITTEE (TAC); REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

H. Change Order No. 1 with All Webbs Enterprises, Inc. for additional work on the Rehabilitation of Surficial Aquifer Well 9R project

I. Agreement with Sulphuric Acid Trading Company Inc. to purchase water treatment chemicals

J. Agreement with Harcros Chemicals to purchase caustic soda

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

10. PUBLIC HEARINGS:

A. Ordinance No. 2014-25 - Second Reading and Public Hearing - exempt the City from the Uniform Municipal Election Act

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-25 OF THE CITY OF LAKE WORTH, FLORIDA, EXEMPTING THE CITY OF LAKE WORTH FROM THE PROVISIONS OF LAWS OF FLORIDA CHAPTER 83-498 BY OPTING OUT OF THE PROVISIONS FOR UNIFORM FILING DATES AND RATIFYING THE FILING DATES SPECIFIED BY THE CITY CHARTER; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-25 on second reading.

Vice Mayor Maxwell announced that this was the time for public comment. No one from the public commented.

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

B. Ordinance No. 2014-26 - Second Reading and Public Hearing - amend the candidate qualifying filing period

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-26 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING SECTION 2-14.1 OF CHAPTER 2 OF THE CODE OF ORDINANCES REGARDING CANDIDATE QUALIFYING PERIOD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-26 on second reading.

Vice Mayor Maxwell announced that this was the time for public comment. No one from the public commented.

Lengthy discussion ensued regarding this ordinance making democracy harder to be a candidate and making the democratic way easier in order to provide proper time for voters to get to know the candidates.

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

C. Ordinance No. 2014-27 - Second Reading and Public Hearing - amend the Oath of Candidate form

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-27 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II, ELECTIONS, SECTION 2-15 OF THE CODE OF ORDINANCES BY AMENDING THE OATH FOR CANDIDATES OF PUBLIC OFFICE REQUIRED FOR CANDIDATES TO ANY ELECTIVE OFFICE OF THE CITY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Ordinance No. 2014-27 on second reading.

Vice Mayor Maxwell announced that this was the time for public comment. No one from the public commented.

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

11. UNFINISHED BUSINESS:

A. Appoint an elected official to the evaluation committee for the Beach Complex Invitation to Negotiate (ITN #14-211)

Juan Ruiz, Leisure Services Director, explained that the Invitation to Negotiate (ITN) was a process that allowed flexibility in the types of concepts that could be considered for the Casino/Ballroom and Pool. He said proposals would be reviewed, vetted, and negotiated to insure the best possible outcomes for the City. An evaluation committee, to review the proposals, would include a member from the City Commission, Finance Advisory Board member, and staff.

Action: Motion made by Commissioner Amoroso to nominate himself. Motion died for lack of a second.

Action: Motion made by Commissioner McVoy to nominate himself. Motion died for lack of a second.

Vice Mayor Maxwell passed the gavel to Vice Mayor Pro Tem Amoroso.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to nominate and appoint Commissioner Amoroso.

Vice Mayor Pro Tem Amoroso announced that this was the time for public comment. No one from the public commented.

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

Vice Mayor Maxwell resumed the gavel.

12. NEW BUSINESS:

A. Settlement Agreement and General Release between Street Outdoor, LLC, et al and the City

City Attorney Torcivia explained that in 2011, Street Outdoor, LLC, formerly known as City Solutions, Inc., filed a lawsuit against the City regarding a contract entered on May 18, 2004, and terminated by the City on May 18, 2014. The proposed settlement agreement provided that Street Outdoor would dismiss its lawsuit within five days of the City paying \$20,000. Street Outdoor would also provide the City with a general release of all claims it may have or may have had against the City.

This lawsuit was related to newsracks placed in and around the City. He said the newsracks were already removed from the City, and they would retrieve three other newsracks in the City's possession, or otherwise, the City may dispose of them.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve the Settlement Agreement and General Release between Street Outdoor, et al., and the City of Lake Worth.

Vice Mayor Maxwell announced that this was the time for public comment.

Mark Easton said the newsrack ordinance was written by City Solutions, to their advantage, and adopted by the Commission. The ordinance was not good for any newspaper vendor and its purpose was to eliminate the numerous newsracks around the City. Without an agreement, he asked if that meant no newsracks were allowed in the City.

Nadine Burns commented that she was a seated Commissioner when the agreement was approved. She said it was sad that the ordinance did not have enough "teeth" in it, and there were a lot of small newspaper vendors who had racks all around the City. She asked the Commission to look at the ordinance so that it would be fair to newspaper vendors, but also good for the City.

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

B. (Added) Resolution No. 63-2014 – request a meeting of the Palm Beach County Canvassing Board

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

RESOLUTION NO. 63-2014 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, REQUESTING THE PALM BEACH COUNTY CANVASSING BOARD MEET TO CONSIDER PROCEDURES REGARDING CANVASSING PROVISIONAL BALLOTS; DIRECTIONS TO THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Torcivia explained that the Resolution would request the Palm Beach County Canvassing Board to meet and consider issues regarding its procedures for canvassing provisional ballots. Specifically, the City was requesting they establish procedures for:

- 1) eliminating clerical errors as a sole basis for rejecting a provisional ballot;
- 2) clearly and audibly identifying the provisional ballot being considered,

the Board's deliberations, and the final Board vote on each provisional ballot;

- 3) record the votes on each provisional ballot and if rejected, the Board's rationale; and
- 4) public participation at meetings.

The Resolution did not address what voters observed at the polling locations, voters being directed to the wrong precinct by pollworkers, or pollworkers discussing election issues. He said he hoped the Canvassing Board would meet within the next couple of weeks and not after the November 4, 2014, General Election.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Resolution No. 63-2014.

Vice Mayor Maxwell announced that this was the time for public comment. No one from the public commented.

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

C. (Formerly Consent Agenda, Item E) Resolution No. 60-2014 - Amendment 002 to the CDBG Interlocal Agreement for the 7th Avenue South roadway improvements project

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

RESOLUTION NO. 60-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AMENDMENT 001 TO THE 7TH AVENUE SOUTH RECONSTRUCTION PROJECT AGREEMENT TO MODIFY THE SCOPE OF PROFESSIONAL SERVICES AND SCOPE OF WORK TO INCLUDE THE DESIGN AND INSTALLATION OF WATER MAINS AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT 001 TO THE PROJECT AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Commissioner McVoy commented that there was a lot of support in the community for greenway; however, he said he did not know if the 7th Avenue South neighborhood had any input. This improvement was for roadway and not greenway. According to the community's comments he heard, they did not know anything about this roadway improvement and were not happy that it would be a paved two-lane road.

Commissioner Amoroso left the meeting at 7:23 PM.

City Manager Bornstein explained that this project came before the

Commission three separate times. This item was to inform the County that there would be a change to the Community Development Block Grant (CDBG) agreement. He said improvements were needed because sand was getting into the City's stormwater drains.

Commissioner Amoroso returned to the meeting at 7:25 PM.

Jamie Brown, Public Services Director, explained that the City held four different district meetings to discuss use of CDBG funds. The public agreed with the proposed design. As a result of an assessment done by the County and Department of Transportation on 6th Avenue South, 7th Avenue South improvements came out of that discussion to reduce traffic and accidents. The improvements would create two 12 foot vehicular lanes and included two bicycle lanes and a sidewalk on one side. Additionally, both water main and stormwater issues would be addressed during the same project.

Jerry Kelly, Grants Analysis, said this issue came before the Commission as a request to make application for CDBG funds to the County, accept the CDBG funds, and pay for the design of the project. This was the fourth time this project-related issue came before the Commission.

Lengthy discussion ensued regarding the substantial number of residents having concerns about the project, cost, making 7th Avenue South a greenway with a one-way single lane, and installing a traffic light at 7th Avenue South and F St.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve Resolution No. 60-2014.

Vice Mayor Maxwell announced that this was the time for public comment.

Tuesday Gilliam said that she was speaking on behalf of moms and children affected by the 7th Avenue South project, 7th Avenue South was the only place that was safe from cars, the individuals who made the decision did not live on 7th Avenue South, said that she and others had been asking for crosswalks and stop signs, the City did not need more rental properties or cars, and said she did not want this road.

Note: Ms. Gilliam submitted a petition signed by individuals opposing the project to the City Clerk.

Grayson Flory suggested 7th Avenue South be a greenway and not paved. He said his bedroom overlooked 7th Avenue South, he rode his bicycle on it, and children played on it. He supported installing a traffic light and asked the Commission not to bring more crime, pollution, and traffic to the area.

Brandon Block said his yard opened onto 7th Avenue South, did not know how a two-lane road with bicycle path and sidewalk could fit, children rode

their bicycles on 7th Avenue south, he walked his dog on it, and supported creating a greenway to make the neighborhood more beautiful.

Richard Stowe said he was the Chairperson on the City's Tree Board, the members discussed tree canopies, asked the Commission not to approve the Resolution, and allow the Tree Board members an opportunity to discuss this issue and bring a recommendation back to the Commission. He said an alternative design would benefit the City and encouraged the public to attend the Tree Board meetings.

Panagioti Tsolkas said having this item on the agenda provided an opportunity to increase green space by creating a greenway on 7th Avenue South. Paving the roadway would benefit a developer, the Commission should protect this area, and supported the City Tree Board's efforts to look at green space.

Cara Jennings said there was a need to reconsider this project. She asked how many people attended the CDBG district meetings because they generally had poor attendance. She commented that traffic calming was a huge request in the area. This project was a misallocation of funds and said she was glad that the item came back before the Commission so that the project could be reconsidered and the money reallocated for traffic calming. She asked how many children were hit by vehicles because the backup material on this item was vague. She said she wanted to make sure the amenities were the same for each community.

Vice Mayor Maxwell read the comments written by Joanne Golden. Ms. Golden wrote that [the City] needed to improve the quality of life for residents on unimproved roads, but not by using 1950's approach of paving paradise. The result of the lack of proper planning for the new F Street apartments was the cause of this dilemma. A two-way street on 7th Avenue South to accommodate traffic leaving these apartments was presented as the best solution, albeit a future nightmare for the residential neighborhood, which would have to accept the new automobile and traffic. A traffic study and solutions in and around large developments were needed now and in the future. After the fact traffic engineering was costly and dangerous. Sixth Avenue South and adjacent Dixie Highway crossings were not pedestrian friendly. Families and children could only cross and pray. [The City's] environment and the safety of [its] residents needed to be the main concern, not how to promote traffic flow through a residential neighborhood at residents' expense.

Vice Mayor Maxwell read the comments written by Nicole Bolduc. Ms. Bolduc wrote [that she] opposed the two-lane paving. Seventh Avenue South was fine the way it was. [She wrote that she was] concerned about noise [and] car traffic. [She wrote that she] preferred [a] park or bike path with no car traffic.

Vice Mayor Maxwell read the comments written by Martha Nungesser. Ms. Nungesser wrote that maintaining the green spaces [the City] had was essential. [The City] had very few and should preserve/increase [them]. Traffic concerns at F Street should be addressed with a traffic light at F Street and 6th Avenue South.

Vice Mayor Maxwell read the comments written by David Simms. Mr. Simms wrote that he would rather not see 7th Avenue South paved at all. [He wrote that] he was interested in alleviating west turning traffic from F Street and would accept paving a single westbound lane on 7th Avenue South. [He wrote asking to] maximize greenspace.

City Manager Bornstein suggested not taking action on this item and a meeting be scheduled with residents living on 7th Avenue South to revisit this item and allow staff to show the residents what was being proposed.

Commissioners Szerdi and Amoroso withdrew their motion and second.

Comment/request summaries:

1. Commissioner McVoy requested staff provide him with information on traffic calming or a traffic light at F Street.
2. Vice Mayor Maxwell asked for a copy of the engineer report done for the La Joya Village project and the number of pedestrian accidents along 6th Avenue South.

Action: Motion made by Commissioner Amoroso to table Resolution No. 60-2014 to a time uncertain. No second or motion was required.

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION:

1) Update on the electric utility system

Clayton Lindstrom, Electric Utility Director, did not provide an update.

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:

There were no Lake Worth Electric Utility New Business items on the agenda.

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia announced his desire for advice concerning pending litigations in the case of Townhomes of Pineapple Ridge at Lake Worth, LLC versus City of Lake Worth (15th Judicial Circuit Case No.: 502008CA011566XXXMBAH) and The Townhomes of Pineapple Ridge At Lake Worth, LLC versus City of Lake Worth (15th Judicial Circuit Case No.: 502012CA003200XXXMBAB) during a closed door attorney/client session at 4:15 PM on October 21, 2014. Those in attendance would be the Mayor, Vice Mayor, City Commissioners, City Manager, City Attorney Goddeau, and Court Reporter. The estimated length of the session was one hour.

15. CITY MANAGER'S REPORT

A. October 21, 2014 – draft Commission agenda

City Manager Bornstein did not provide a report.

16. ADJOURNMENT:

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to adjourn the meeting at 8:06 PM.

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

PAM TRIOLO, MAYOR

ATTEST:

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: October 21, 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: October 21, 2014, Regular Meeting

DEPARTMENT: Finance

EXECUTIVE BRIEF

TITLE:

Resolution No. 64-2014 - Fiscal Year 2015 First Budget Amendment

SUMMARY:

This Resolution amends the City of Lake Worth FY 2014/2015 budget by appropriating existing fund balances in several funds, mainly Utility and Capital Project Funds, to provide current year appropriations for carry forward capital projects and the City Wide compensation and classification study contract that were underway but had not been completed by September 30, 2014. This housekeeping type amendment is done each year in order to deal with the issues of ongoing projects.

BACKGROUND AND JUSTIFICATION:

The City's Fiscal Year 2014/2015 budget, as adopted on September 23, 2014, contained estimates for all expenditures and in particular a number of capital projects. This budget amendment re-budgets those that were not completed prior to the end of the fiscal year.

This amendment also contains corrections to the amounts originally adopted where the need for minor changes have been identified.

The funds for all these adjustments are available within each of the funds either through the transfer of appropriations among departments or through the use of available fund balance (based on the current unaudited FY 2014 results of operations).

MOTION:

I move to approve/disapprove Resolution No. 64-2014 to amend the Fiscal Year 2015 budget.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

1
2
3 RESOLUTION NO. 64-2014, A GENERAL APPROPRIATION RESOLUTION
4 OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE
5 STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET
6 AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE
7 CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES
8 OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE
9 FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER
10 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

11
12 WHEREAS, the City of Lake Worth, Florida (the "City") previously adopted
13 the FY 2015 Annual Operating Budget pursuant to Resolution 45-2014 on
14 September 23, 2014; and

15 WHEREAS, the City finds it is necessary and essential to amend the FY
16 2015 Annual Operating Budget as set forth in this Resolution; and,

17 WHEREAS, adoption of the FY 2015 Annual Operating Budget
18 amendments set forth herein serves a valid public purpose.

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

21
22 Section 1. The above recitals are hereby ratified and confirmed as being true
23 and correct and are hereby incorporated into this Resolution.

24
25 Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall
26 mean the period of time beginning October 1, 2014, and ending and including
27 September 30, 2015.

28
29 Section 3 The funds and available resources and revenues that are set out
30 in Exhibit "A" and incorporated herein by reference, be, and the same hereby
31 are, appropriated to provide the monies to be used to pay the necessary
32 operating and other expenses of the respective funds and departments of the
33 City for the fiscal year.

34
35 Section 4. The sums, which are set out in Exhibit "A" and herein incorporated
36 by reference, listed as operating and other expenses of the respective funds
37 and departments of the City, be, and the same hereby are, appropriated and
38 shall be paid out of the revenues herein appropriated for the fiscal year.

39
40 Section 5. The revenues and the expenses for which appropriations are
41 hereby made, all set forth above, shall be as set out in the Amended City of
42 Lake Worth Operating Budget for the fiscal year as attached in Exhibit "A".

43
44 Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by
45 reference and based upon departmental estimates prepared by the City
46 Manager and the Finance Director, shall be, and the same hereby are, fixed

47 and adopted as the amended budget for the operation of the City and its other
48 enterprises for the fiscal year.

49
50 Section 7. Except as amended in Exhibit "A" hereto, the remainder of the
51 Annual Operating Budget for the fiscal year remains in full force and effect.

52
53 Section 8. This Resolution shall become effective immediately upon
54 passage.

55
56 The passage of this Resolution was moved by Commissioner _____,
57 seconded by Commissioner _____, and upon being put to a vote,
58 the vote was as follows:

- 59
- 60 Mayor Pam Triolo
- 61 Vice Mayor Scott Maxwell
- 62 Commissioner Christopher McVoy
- 63 Commissioner Andy Amoroso
- 64 Commissioner John Szerdi

65
66 Mayor Pam Triolo thereupon declared this Resolution duly passed and
67 adopted on the 21st day of October, 2014.

68
69
70 LAKE WORTH CITY COMMISSION

71
72
73
74 By: _____
75 Pam Triolo, Mayor

76
77 ATTEST:
78
79 _____
80 Pamela J. Lopez, City Clerk

81

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
General Fund

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>				
Ad valorem	6,315,694	6,315,694	-	6,315,694
Sales, Use & Fuel	840,000	840,000	-	840,000
Franchise Fees	41,600	41,600	-	41,600
Utility Services Taxes	4,040,000	4,040,000	-	4,040,000
Business Licenses	725,000	725,000	-	725,000
Permits	129,000	129,000	-	129,000
State Shared Revenues	5,003,800	5,003,800	-	5,003,800
Shared revenue local units	1,022,425	1,022,425	-	1,022,425
General Government	383,010	383,010	-	383,010
Public Safety	270,000	270,000	-	270,000
Physical Environment	660,000	660,000	-	660,000
Transportation	29,000	29,000	-	29,000
Culture/Recreation	190,948	190,948	-	190,948
Judgments & Fines	57,000	57,000	-	57,000
Violations of Local Ordinances	255,600	255,600	-	255,600
Interest & other Earnings	20,000	20,000	-	20,000
Rents & Royalties	22,400	22,400	-	22,400
Other Miscellaneous Revenue	351,692	351,692	-	351,692
General Government Surcharge	2,984,575	2,984,575	-	2,984,575
Franchise Fees	6,153,812	6,153,812	-	6,153,812
Non-Operating Sources/Reimbursements	40,000	40,000	-	40,000
Transfers In	524,060	524,060	-	524,060
subtotal	30,059,616	30,059,616	-	30,059,616
Use of Fund Balance	264,544	264,544	60,077	324,621
Total Sources of Funds	30,324,160	30,324,160	60,077	30,384,237
<u>Use of Funds</u>				
City Commission	247,544	247,544	-	247,544
City Manager	553,241	553,241	-	553,241
City Clerk	429,825	429,825	-	429,825
Internal Auditor	173,288	173,288	-	173,288
City Attorney	825,033	825,033	-	825,033
Finance / OMB	1,455,746	1,455,746	-	1,455,746
Human Resources / Personnel	244,918	244,918	-	244,918
Community Sustainability - Administration	177,433	177,433	-	177,433
Community Sustainability / Business Licenses	79,194	79,194	-	79,194
Community Sustainability / Planning & Zoning	683,871	683,871	20,000	683,871
Community Sustainability / Code Enforcement	975,282	975,282	-	975,282
Public Safety - Police Services	15,306,633	15,306,633	-	15,306,633
Public Safety - Fire Services	2,936,028	2,936,028	-	2,936,028
Public Services - Administration	221,477	221,477	-	221,477
Public Services - Streets Maintenance	789,953	789,953	-	789,953
Public Services - Parking	10,688	10,688	-	10,688
Public Services - Grounds Maintenance	1,495,912	1,495,912	-	1,495,912
Public Services - Cemetery	255,386	255,386	-	255,386
Facilities Management- Custodial	86,649	86,649	-	86,649
Facilities Management- Maintenance	918,907	918,907	17,188	936,095

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
General Fund

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
Leisure Services - Library	458,064	458,064	4,358	462,422
Leisure Services - Recreation / Athletics	396,261	396,261	-	396,261
Leisure Services - Rec / Facility Rentals	456,812	456,812	-	456,812
Leisure Services - Rec / Community Programs	342,823	342,823	-	342,823
Non-Departmental	80,000	80,000	18,531	98,531
Transfer Out- CRA	743,192	743,192	-	743,192
subtotal	30,324,160	30,324,160	60,077	30,384,237
Reserve for future use	-	-	-	-
Total Uses of Funds	30,324,160	30,324,160	60,077	30,384,237
Fund Balance Analysis:				
Actual Available Fund Balance / Estimated	3,753,816	3,753,816	60,077	3,813,893
Use of fund balance	(264,544)	(264,544)	(60,077)	(324,621)
Estimated Remaining Fund Balance	3,489,272	3,489,272	-	3,489,272

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
 Building Permit Fund

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>				
Permits	681,793	681,793	-	681,793
General Government	1,750	1,750	-	1,750
Other Miscellaneous Revenue	4,142	4,142	-	4,142
Transfers In	-	-	-	-
subtotal	687,685	687,685	-	687,685
Use of Fund Balance	533,230	533,230	317	533,547
Total Sources of Funds	1,220,915	1,220,915	317	1,221,232
<u>Use of Funds</u>				
Building Services	745,668	745,668	317	745,985
Non-Departmental	187	187	-	187
Transfers Out	475,060	475,060	-	475,060
subtotal	1,220,915	1,220,915	317	1,221,232
Reserve for future use	-	-	-	-
Total Uses of Funds	1,220,915	1,220,915	317	1,221,232
Fund Balance Analysis:				
Actual Available Fund Balance / Estimated	1,299,993	1,299,993	317	1,300,310
Use of fund balance	(533,230)	(533,230)	(317)	(533,547)
Estimated Remaining Fund Balance	766,763	766,763	-	766,763

**City of Lake Worth
Proposed FY 2015 1st Budget Amendment
Beach Fund**

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
hourly parking rates				
<u>Source of Funds</u>				
Transportation - Public Parking	1,344,990	1,255,511	-	1,323,764
Transportation - Permit & Decal Parking	25,740	115,219	-	46,966
Violations	100,000	100,000	-	100,000
Culture/Recreation - beach concessions	94,085	94,085	-	41,972
Culture/Recreation - pool fees	-	-	-	34,690
Rents & Royalties	1,002,602	882,602	-	909,333
Ballroom rental	-	120,000	-	110,692
Misc. Revenue	6,812	6,812	-	6,812
Transfers (refund of SWA annual assessment)	-	-	-	-
subtotal	2,574,229	2,574,229	-	2,574,229
Use of Fund Balance	-	-	5,702	-
Total Sources of Funds	2,574,229	2,574,229	5,702	2,574,229
<u>Use of Funds</u>				
Beach Parking	362,057	362,057	1,109	363,166
Casino Building	223,542	223,542	950	224,492
Ballroom	188,888	188,888	317	189,205
Pool	283,295	283,295	1,109	284,404
Beach	567,620	567,620	2,217	569,837
Beach Park	432,314	432,314	-	432,314
Pier	38,837	38,837	-	38,837
Non-Departmental	35,516	35,516	-	35,516
Capital Outlay	-	-	-	-
subtotal operating expenses	2,132,069	2,132,069	5,702	2,137,771
Principal	250,000	250,000	-	250,000
Interest	50,000	50,000	-	50,000
Transfers out - cash advance repayment	50,000	50,000	-	50,000
subtotal	2,482,069	2,482,069	5,702	2,487,771
Reserve for future use	92,160	92,160	-	86,458
Total Uses of Funds	2,574,229	2,574,229	5,702	2,574,229
<u>Fund Balance Analysis:</u>				
Actual Available Fund Balance / Estimated	253,619	253,619	5,702	259,321
Advance due to other funds	-	-	-	-
Reserve for Future Use/ (Use of fund balance)	92,160	92,160	(5,702)	86,458
Estimated Remaining Available Fund Balance	345,779	345,779	-	345,779
Capital Outlay	-	-	-	-
Beach Parking	-	-	-	-
Casino	-	-	-	-
Ballroom	-	-	-	-
Beach	-	-	-	-
Pier	-	-	-	-

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
Grants

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>				
Federal Grants:				
Culture/Recreation	26,374	26,374	-	26,374
General Government	-	-	-	-
Physical Environment	465,542	465,542	784,384	1,249,926
Public Safety	-	-	-	-
Transportation	-	-	-	-
Total Federal Grants	491,916	491,916	784,384	1,276,300
State Grants - culture/recreation	-	-	22,753	22,753
Grants From Local Units - culture/recreation	-	-	-	-
Transfers In	-	-	-	-
subtotal	491,916	491,916	807,137	1,299,053
Use of Fund Balance	-	-	-	-
Total Sources of Funds	491,916	491,916	807,137	1,299,053
<u>Use of Funds</u>				
CDBG - Infrastructure	465,542	465,542	784,384	1,249,926
DOJ-YEC Afterschool & Crime Prevention	26,374	26,374	-	26,374
State Aid to Library	-	-	22,753	22,753
Transfers Out	-	-	-	-
subtotal	491,916	491,916	807,137	1,299,053
Reserve for future use	-	-	-	-
Total Uses of Funds	491,916	491,916	807,137	1,299,053
Fund Balance Analysis:				
Actual Available Fund Balance / Estimated	-	-	-	-
Use of fund balance	-	-	-	-
Estimated Remaining Fund Balance	-	-	-	-

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
Capital Projects Fund

EXHIBIT A

		FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
		Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>					
Repayment from Beach fund - principal & interest		50,000	50,000		50,000
Transfers In		33,000	33,000	-	33,000
	subtotal	83,000	83,000	-	83,000
Use of Fund Balance		1,636,656	1,636,656	431,588	2,068,244
	Total Sources of Funds	1,719,656	1,719,656	431,588	2,151,244
<u>Use of Funds</u>					
General Improvements	GV1504	158,656	158,656		158,656
Building Licensing - building renovation	GV1505	66,000	66,000		66,000
Bryant Park Concession Building	GV1506	65,000	65,000		65,000
City Hall Chiller	GV1507	80,000	80,000		80,000
Public safety building air conditioners	GV1414		-	79,000	79,000
FEC 2nd Ave Maintenance Project	GV1308		-	100,216	100,216
10th Ave S Utility Improvements	GV1424		-	195,000	195,000
Golf Course Renovation	GV1417		-	57,372	57,372
	subtotal Capital Projects	369,656	369,656	431,588	801,244
Transfers Out		1,350,000	1,350,000	-	1,350,000
Reserve for future use		-	-	-	-
Total Uses of Funds		1,719,656	1,719,656	431,588	2,151,244
Fund Balance Analysis:					
Actual Available Fund Balance / Estimated		2,021,656	2,021,656	431,588	2,453,244
Advance to Beach Fund		(385,000)	(385,000)	-	(385,000)
Use of fund balance		(1,636,656)	(1,636,656)	(431,588)	(2,068,244)
Estimated Remaining Fund Balance		-	-	-	-
Transfers In					
Building Permit Fund		33,000	33,000		33,000
		33,000	33,000	-	33,000
Transfers Out					
Self Insurance Fund		800,000	800,000		800,000
Stormwater Fund		200,000	200,000		200,000
Park of Commerce Fund		350,000	350,000		350,000
		1,350,000	1,350,000	-	1,350,000

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
 Road Improvement Fund

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>				
Franchise Fees	323,000	323,000	-	323,000
Interest & other earnings	1,200	1,200	-	1,200
Transfers In	-	-	-	-
subtotal	324,200	324,200	-	324,200
Use of Fund Balance	699,804	699,804	407,065	1,106,669
Total Sources of Funds	1,024,004	1,024,004	407,065	1,431,069
<u>Use of Funds</u>				
Street improvements	1,023,704	1,023,704	407,065	1,430,769
Non-Departmental	300	300	-	300
Transfers Out - Capital Projects	525,055	581,000	-	(148,328)
subtotal	1,024,004	1,024,004	407,065	1,431,069
Reserve for future use	-	-	-	-
Total Uses of Funds	1,024,004	1,024,004	407,065	1,431,069
Fund Balance Analysis:				
Actual Available Fund Balance / Estimated	699,838	699,838	407,065	1,106,903
Use of fund balance	(699,804)	(699,804)	(407,065)	(1,106,669)
Estimated Remaining Fund Balance	34	34	-	34

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
Park of Commerce

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>				
Intergovernmental/Grants	1,000,000	1,000,000		1,000,000
General Government		-		-
Miscellaneous Revenue	-	-	-	-
Non-Operating Sources/debt proceeds		-		-
Transfers In	2,350,000	2,350,000	662,436	3,012,436
subtotal	3,350,000	3,350,000	662,436	4,012,436
Use of Fund Balance	-	-	-	-
Total Sources of Funds	3,350,000	3,350,000	662,436	4,012,436
<u>Use of Funds</u>				
Street Maintenance	3,350,000	3,350,000	(1,746,981)	1,603,019
Stormwater		-		-
Transmission & Distribution		-	2,000,000	2,000,000
Water Distribution		-	15,300	15,300
Sewer Collection		-		-
subtotal	3,350,000	3,350,000	268,319	3,618,319
Reserve for future use	-	-	394,117	394,117
Total Uses of Funds	3,350,000	3,350,000	662,436	4,012,436
Net Assets Analysis:				
Actual Available Net Assets / Estimated	-	-	253,019	253,019
PY Reserve for Future Capital Expenditures		-		-
Use of Net Assets	-	-	394,117	394,117
Estimated Remaining Fund Balance	-	-	647,136	647,136
Transfers In:				
Capital Fund	350,000	350,000		350,000
Stormwater	-	-	348,459	348,459
Transmission & Distribution	2,000,000	2,000,000	-	2,000,000
Water		-	189,528	189,528
Local Sewer		-	124,449	124,449
subtotal	2,350,000	2,350,000	662,436	3,012,436

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
Electric Fund

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>				
General Government	86,500	86,500	-	86,500
Physical Environment	51,192,600	51,192,600	-	51,192,600
Violations of Local Ordinance	40,000	40,000	-	40,000
Interest & Other Earnings	85,000	85,000	-	85,000
Other Miscellaneous Rev	30,000	30,000	-	30,000
Contribution from Enterprise	762,303	762,303	-	762,303
subtotal	52,196,403	52,196,403	-	52,196,403
Use of Net Operating Assets	5,133,901	5,133,901	60,046	7,193,947
Use of Available Bond Proceeds	5,215,000	5,215,000	1,536,669	4,751,669
Total Sources of Funds	62,545,304	62,545,304	1,596,715	64,142,019
<u>Use of Funds</u>				
Administration	947,329	947,329	15,046	962,375
Engineering	1,192,614	1,192,614	-	1,192,614
Power Plant	3,135,369	3,135,369	-	3,135,369
System Operation	34,019,611	34,019,611	-	34,019,611
Transmission & Distrib.	6,457,429	6,457,429	-	6,457,429
Customer Service	1,330,462	1,330,462	-	1,330,462
Non-Departmental Other	207,500	207,500	-	207,500
Interfund Admin. Services	1,814,889	1,814,889	-	1,814,889
Contribution to General Fund	3,932,889	3,932,889	-	3,932,889
Depreciation	1,717,912	1,717,912	-	1,717,912
Subtotal Operating Expenses	54,756,004	54,756,004	15,046	54,771,050
Transfers Out - Park of Commerce	2,000,000	2,000,000	-	2,000,000
Capital Outlay - operating	306,000	306,000	45,000	351,000
Capital Outlay - bond proceeds	3,215,000	3,215,000	1,536,669	4,751,669
Debt Payments- Principal	1,582,500	1,582,500	-	1,582,500
Debt Payments- Interest	685,800	685,800	-	685,800
subtotal	62,545,304	62,545,304	1,596,715	64,142,019
Reserve for future use	-	-	-	-
Total Uses of Funds	62,545,304	62,545,304	1,596,715	64,142,019
<u>Net Assets Analysis:</u>				
Actual Available Net Assets / Estimated	12,855,672	12,855,672	1,596,715	14,452,387
(Use of Net Assets)/Reserve for future use	(10,348,901)	(10,348,901)	(60,046)	(11,945,616)
Non cash items: Depreciation	1,717,912	1,717,912	-	1,717,912
Remaining bond proceeds	(10,121,023)	(10,121,023)	-	(10,121,023)
Estimated Remaining Available Net Assets	(5,896,340)	(5,896,340)	1,536,669	(5,896,340)
Capital Outlay	3,521,000	3,521,000	1,581,669	5,102,669
* Administration	-	-	45,000	45,000
* Steam Power Generation	150,000	150,000	-	150,000
* Power System Operation	-	-	-	-
* Transmission & Distrib.	3,371,000	3,371,000	1,536,669	4,907,669
* Non-departmental	-	-	-	-

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
 Water Fund

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
Revenue change assumptions:				
<u>Source of Funds</u>				
Physical Environment	12,966,036	12,966,036	-	12,966,036
Violation of Lake Worth Ordinance	500	500	-	500
Interest & other Earnings	107,838	107,838	-	107,838
Spec Assess/Impact	5,000	5,000	-	5,000
Advance Reimbursement	-	-	-	-
Grants/Aid	-	-	-	-
Other Miscellaneous Rev	-	-	-	-
Debt proceeds	-	-	-	-
Transfers In	166,667	166,667	-	166,667
subtotal	13,246,041	13,246,041	-	13,246,041
Use of Net Assets	1,978,270	1,978,270	5,513,455	7,491,725
Total Sources of Funds	15,224,311	15,224,311	5,513,455	20,737,766
<u>Use of Funds</u>				
Administration	900,328	900,328	4,751	905,079
Pumping	188,327	188,327	-	188,327
Water Treatment Plant	3,642,847	3,642,847	-	3,642,847
Transmission & Distrib.	1,619,526	1,619,526	50,000	1,669,526
Non-Departmental Other	936,407	355,184	-	936,407
Contribution to General Fund	1,022,788	1,022,788	-	1,022,788
Transfers Out - to Capital Project Fund	400,500	400,500	189,528	590,028
Capital Outlay	1,480,000	1,480,000	5,269,176	6,749,176
Debt Payments- Principal	1,880,452	2,461,675	-	1,880,452
Debt Payments- Interest	854,950	854,950	-	854,950
Depreciation	2,298,186	2,298,186	-	2,298,186
subtotal	15,224,311	15,224,311	5,513,455	20,737,766
Reserve for future use	-	-	-	-
Total Uses of Funds	15,224,311	15,224,311	5,513,455	20,737,766
Net Assets Analysis:				
Actual Available Net Assets / Estimated	18,009,538	18,009,538	5,513,455	23,522,993
Reserve for future use/(Use of Net Assets)	(1,978,270)	(1,978,270)	(5,513,455)	(7,491,725)
Adjustment for Non-cash items (i.e. Depreciation)	2,298,186	2,298,186	-	2,298,186
Less cash advances for the following:				
Casino Building Internal Loan	(3,666,667)	(3,666,667)	-	(3,666,667)
Estimated Available Ending Net Assets	14,662,787	14,662,787	-	14,662,787
Capital Outlay	1,480,000	1,480,000	5,269,176	6,749,176
* Treatment	880,000	880,000	3,956,393	4,836,393
* Distribution	600,000	600,000	1,312,783	1,912,783
* Distribution - bond proceeds				

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
Stormwater Fund

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>				
Taxes	6,000	6,000	-	6,000
Physical Environment	1,915,751	1,915,751	-	1,915,751
Interest & other Earnings	15,750	15,750	-	15,750
Transfers In	200,000	200,000	-	200,000
subtotal	2,137,501	2,137,501	-	2,137,501
Use of Net Assets	-	-	349,588	-
Total Sources of Funds	2,137,501	2,137,501	349,588	2,137,501
<u>Use of Funds</u>				
Stormwater	1,081,070	1,081,070	1,109	1,082,179
Non-Department Other	76,726	76,726	-	76,726
Contribution to General Fund	169,960	169,960	-	169,960
Transfers Out - Park of Commerce	-	-	348,459	348,459
Depreciation	308,529	308,529	-	308,529
subtotal	1,636,285	1,636,285	349,588	1,985,853
Reserve for future use	501,216	501,216	-	151,648
Total Uses of Funds	2,137,501	2,137,501	349,588	2,137,501
<u>Net Assets Analysis:</u>				
Actual Available Net Assets / Estimated	4,404,877	4,404,877	1,109	4,405,986
Reserve for future use/(Use of Net Assets)	501,216	501,216	(349,588)	151,648
Adjustment for Non-cash items (i.e. Depreciation)	308,529	308,529	-	308,529
Estimated Available Ending Net Assets	5,214,622	5,214,622	(348,459)	4,866,163

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
Refuse Fund

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>				
Taxes	71,124	71,124	-	71,124
Franchise Fees	13,200	13,200	-	13,200
Physical Environment	-	-	-	-
Residential user fees	3,410,152	3,144,800	-	3,144,800
Commercial user fees	1,482,882	1,445,000	-	1,445,000
Other user fees	275,762	588,998	-	588,998
Interest & other Earnings	10,000	10,000	-	10,000
subtotal	5,272,920	5,272,920	-	5,272,920
Use of Net Assets	-	-	5,227	-
Total Sources of Funds	5,272,920	5,272,920	5,227	5,272,920
<u>Use of Funds</u>				
Refuse, Collection	-	-	-	-
Residential Collection	2,018,548	2,018,548	5,227	2,023,773
Commercial Collection	984,414	984,414	-	984,414
Recycling	548,473	548,473	-	548,473
Rolloffs	433,892	433,892	-	433,892
Non-Department Other	220,208	220,208	-	220,208
Contribution to General Fund	459,095	459,095	-	459,095
Depreciation	162,383	162,383	-	162,383
subtotal	4,807,009	4,807,009	5,227	4,812,236
Reserve for future use	465,911	465,911	-	460,684
Total Uses of Funds	5,272,920	5,272,920	5,227	5,272,920
Net Assets Analysis:				
Actual Available Net Assets / Estimated	2,587,988	2,587,988	5,227	2,573,193
Reserve for future use/(Use of Net Assets)	465,911	465,911	(5,227)	460,684
Adjustment for Non-cash items (i.e. Depreciation)	162,383	162,383	-	162,383
Estimated Available Ending Net Assets	3,196,260	3,196,260	-	3,196,260

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
Information Technology Fund

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>				
General Government	1,162,572	1,162,572	-	1,162,572
Other Miscellaneous Rev	-	-	-	-
Contribution from Enterpr	-	-	-	-
Capital Contributions	10,800	10,800	7,000	17,800
Transfer In	-	-	-	-
subtotal	1,173,372	1,173,372	7,000	1,180,372
Use of Net Assets	656,018	656,018	190,528	846,546
Total Sources of Funds	1,829,390	1,829,390	197,528	2,026,918
<u>Use of Funds</u>				
Technical	1,285,103	1,285,103	7,950	1,293,053
Non-Departmental	-	-	-	-
Capital	431,000	431,000	189,578	620,578
Depreciation	113,287	113,287	-	113,287
Transfers Out	-	-	-	-
subtotal	1,829,390	1,829,390	197,528	2,026,918
Reserve for future use	-	-	-	-
Total Uses of Funds	1,829,390	1,829,390	197,528	2,026,918
<u>Net Assets Analysis:</u>				
Actual Available Net Assets / Estimated	681,469	681,469	190,528	871,997
Reserve for future use/(Use of Net Assets)	(656,018)	(656,018)	(190,528)	(846,546)
Adjustment for Non-cash items (i.e. Depreciation)	113,287	113,287	-	113,287
Estimated Available Ending Net Assets	138,738	138,738	-	138,738

City of Lake Worth
 Proposed FY 2015 1st Budget Amendment
 Fleet Management Fund

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>				
General Government	819,800	819,800	-	819,800
Miscellaneous Revenue	-	-	-	-
Non-Operating Sources	970,000	970,000	-	970,000
subtotal	1,789,800	1,789,800	-	1,789,800
Use of Net Assets	387,000	387,000	934,953	1,301,953
Total Sources of Funds	2,156,800	2,156,800	934,953	3,091,753
<u>Use of Funds</u>				
Garage Maintenance	698,319	698,319	792	699,111
Depreciation	211,581	211,581	-	211,581
Capital	-	1,070,000	934,161	2,004,161
Reserve for Future Capital Expenditures	176,900	176,900	-	176,900
subtotal	2,156,800	2,156,800	934,953	3,091,753
Reserve for future use	-	-	-	-
Total Uses of Funds	2,156,800	2,156,800	934,953	3,091,753
<u>Net Assets Analysis:</u>				
Actual Available Net Assets / Estimated	710,250	710,250	934,953	1,645,203
Adjustment for Non-cash items (i.e. Depreciation)	211,581	211,581	-	211,581
PY Reserve for Future Capital Expenditures	(548,921)	(548,921)		(548,921)
Reserve for future use/(Use of Net Assets)	(387,000)	(387,000)	(934,953)	(1,301,953)
Estimated Available Ending Net Assets	5,910	5,910	-	5,910

City of Lake Worth
Proposed FY 2015 1st Budget Amendment
Employee Benefits Fund

EXHIBIT A

	FY 2014-2015	FY 2014-2015	FY 2014-2015	FY 2014-2015
	Approved Budget	Adjusted Budget	Budget Amendment	Amended Budget
<u>Source of Funds</u>				
General Government	7,697,880	7,697,880	(16,166)	7,681,714
Interest & Other Earnings				
Shared Revenue Local Units	22,524	22,524	-	22,524
Other Miscellaneous Revenue	-	-	-	-
subtotal	7,720,404	7,720,404	(16,166)	7,704,238
Use of Net Assets	471,239	471,239	16,166	487,405
Total Sources of Funds	8,191,643	8,191,643	-	8,191,643
<u>Use of Funds</u>				
Benefits	8,191,643	8,191,643	-	8,191,643
subtotal	8,191,643	8,191,643	-	8,191,643
Reserve for future use	-	-	-	-
Total Uses of Funds	8,191,643	8,191,643	-	8,191,643
Net Assets Analysis:				
Actual Available Fund Balance / Estimated	1,115,776	1,115,776		1,115,776
Reserve for future use/(Use of Net Assets)	(471,239)	(471,239)	(16,166)	(487,405)
Estimated Available Ending Net Assets	644,537	644,537	(16,166)	628,371



CITY OF LAKE WORTH

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

AGENDA DATE: October 21, 2014

DEPARTMENT: Finance

EXECUTIVE BRIEF

TITLE:

Resolution No. 65-2014 - amending Resolution No. 44-2014 to change the rolled-back rate for Fiscal Year 2015

SUMMARY:

The Resolution amends Resolution No. 44-2014 changing the rolled-back rate for Fiscal Year 2015 from 5.0197 to 5.0731. The adopted millage rate will remain unchanged.

BACKGROUND AND JUSTIFICATION:

After adoption of Resolution No. 44-2014, staff learned from The Florida Department of Revenue the rolled-back rate did not agree with the current DR-420 calculation due to a change in the 'Adjusted Current Year Taxable Value'. This in turn changes the percentage the adopted millage rate is over the rolled-back rate to 8.307% from 9.459%.

MOTION:

I move to approve/disapprove Resolution No. 65-2014 changing the rolled-back rate for Fiscal Year 2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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RESOLUTION NO. 65-2014 OF THE CITY OF LAKE WORTH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA; AMENDING RESOLUTION NO. 44-2014 TO CHANGE THE ROLLED-BACK RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, Resolution No. 44-2014 levied taxes which were specifically applied and apportioned for the purposes and at the millage rates per dollar of assessed valuation as stated therein; and

WHEREAS, the City received notification from the Florida Department of Revenue that the rolled-back rate stated in Resolution No. 44-2014 did not agree with the current DR-420 calculation due to a change in the 'Adjusted Current Year Taxable Value', which changes the percentage the adopted millage rate is over the rolled-back rate from 9.459% to 8.307%; and

WHEREAS, the City must correct Resolution No. 44-2014 to restate the City's millage rate and correct the rolled-back rate; and

WHEREAS, the City Commission finds correcting Resolution No. 44-2014 serves a valid public purpose.

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

Section 1. Resolution No. 44-2014 levied taxes which were specifically applied and apportioned for the purposes and at the millage rates per dollar of assessed valuation as follows:

- (a) For the General Fund for the purpose of providing money for general municipal purposes, and for the improvement and general government of said City, 5.4945 mills, \$5.4945 per \$1,000 assessed valuation; which is 9.459% more than the rolled-back rate of 5.0197 mills.

Section 2. Resolution No. 44-2014 is corrected to restate the City's millage rate and the corrected rolled-back rate as follows:

- (a) For the General Fund for the purpose of providing money for general municipal purposes, and for the improvement and general government of said City, 5.4945 mills, \$5.4945 per \$1,000 assessed valuation; which is 8.307% more than the rolled-back rate of 5.0731 mills.

Section 3. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

50 Section 4. If any provision of this resolution or the application thereof to any
51 person or circumstances is held invalid, the invalidity shall not affect other
52 provisions or applications of this Resolution which can be given effect without
53 the invalid provision or application and to this end the provisions of this
54 Resolution are declared severable.

55
56 Section 5. This Resolution shall take effect upon adoption.

57
58 The passage of this Resolution was moved by Commissioner _____,
59 seconded by Commissioner _____, and upon being put to a vote, the vote was
60 as follows:

- 61
- 62 Mayor Pam Triolo
- 63 Vice Mayor Scott Maxwell
- 64 Commissioner Christopher McVoy
- 65 Commissioner Andy Amoroso
- 66 Commissioner John Szerdi
- 67

68 The Mayor thereupon declared this Resolution duly passed and adopted
69 on this 21st day of October, 2014.

70
71 LAKE WORTH CITY COMMISSION

72
73
74
75 By: _____
76 Pam Triolo, Mayor

77 ATTEST:

78
79
80 _____
81 Pamela J. Lopez, City Clerk
82



CITY OF LAKE WORTH

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

AGENDA DATE: October 21, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Contract with E.C. Stokes Mechanical Contractor, Inc. to replace City Hall's air condition unit

SUMMARY:

This Contract will authorize the replacement of an existing chiller unit that has reached the end of its useful life.

BACKGROUND AND JUSTIFICATION:

The existing chiller unit has reached the end of its useful life and Public Services Facilities staff have performed constant maintenance on this unit to keep it running. The unit has been inspected by qualified personnel and deemed necessary for replacement in the near future. Additionally, new valves, meters and piping will be installed for a complete chiller unit that is certified and reliable. The unit has a 5 year warranty included.

The Contractor was selected from a total of 8 proposers based on the RFP process. The Contractor presented the best value to the City and was selected to perform the work.

MOTION:

I move to approve / disapprove a contract with Stokes Mechanical for the removal and replacement of the existing chiller unit at City Hall.

ATTACHMENT(S):

Fiscal Impact Analysis

Contract with Stokes Mechanical Contractors, Inc.

Stokes Mechanical Contractors, Inc. – RFP submittal

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015(amended)	2016	2017	2018	2019
Capital Expenditures	59,040.00	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	59,040.00	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services						
Account Number	Account Description	FY2015 Proposed Amended Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
301-3001-521.62-20	Buildings / Structures and Improvements	79,000.00	GV1414	79,000.00	59,040.00	19,960.00

Note the Proposed Amended Budget is being considered for adoption at the October 21, 2014 Commission Meeting.

C. Department Fiscal Review: BJH

**AGREEMENT
(City Hall Chiller Replacement)**

THIS AGREEMENT is made this _____ day of _____, 2014 between the **City of Lake Worth**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, **E.C. Stokes Mechanical Contractor Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 2001 7th Ave. North, Lake Worth, FL 33461.

RECITALS

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

WHEREAS, the CITY issued Request for Proposals #14-210 (hereinafter "RFP") for the replacement of the city hall chiller;

WHEREAS, CONTRACTOR submitted a response to replace the city hall chiller as described and set out in the RFP;

WHEREAS, the CITY desires to accept the CONTRACTOR's response in order for CONTRACTOR to render the goods and services to the CITY as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the CITY finds awarding the RFP to the CONTRACTOR as described herein serves a valid public purpose.

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

1. SCOPE OF WORK

1.1 The scope of work is the providing of all parts and labor for the replacement of the chiller unit for city hall, as more specifically set forth in the RFP (the "Scope of Work"). CONTRACTOR shall provide all labor and materials to complete the scope of work as set forth by the CITY in the RFP, which shall also include the removal and disposal of the current chiller unit, at its own cost and expense. CONTRACTOR, upon the issuance of a notice to proceed, shall commence the work and shall, to the

satisfaction of the CITY and in accordance with the RFP, complete all work within 120 calendar days of the issuance of the notice to proceed.

1.2 The CONTRACTOR represents to the CITY that the services and materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND NOTICE TO PROCEED

3.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to a fee as set forth in the RFP, which is \$59,040.00 .

3.2 Should the CITY require additional services or materials, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the CITY's procurement code prior to any such additional goods being provided by the CONTRACTOR.

3.3 CONTRACTOR shall not commence work until a notice to proceed has been issued by the CITY. CONTRACTOR shall not exceed amounts expressed on the RFP response. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods in any subsequent Fiscal Year.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide all goods and services is specified in the response to the RFP, in the amount of \$59,040.00, and no additional costs shall be authorized without prior written approval from CITY's governing body.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6. AUDIT BY CITY

6.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

7. COPIES OF DATA/DOCUMENTS

7.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

8. OWNERSHIP

8.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

9. WRITTEN AUTHORIZATION REQUIRED

9.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional work or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

10. DEFAULTS, TERMINATION OF AGREEMENT

10.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Public Services Director may give written notice to the CONTRACTOR specifying defaults to

be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Public Services Director, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Public Services Director, the CITY may elect to 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 under this paragraph 10.1.

10.2 Notwithstanding paragraph 10.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. In the event material has been ordered or is in the process of being manufactured, the CITY must pay for all material ordered or manufactured. 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 under this paragraph 10.2.

11. INSURANCE

11.1. Prior to commencing any services the CONTRACTOR shall provide certificates evidencing insurance coverage as required by the RFP.

12. WAIVER OF BREACH

12.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

13. INDEMNITY

13.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and

expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

13.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

13.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

14. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

14.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONTRACTOR's responsive bid. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

15. ASSIGNMENT

15.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

15.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

16. SUCCESSORS AND ASSIGNS

16.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

17. WAIVER OF TRIAL BY JURY

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

18. GOVERNING LAW AND REMEDIES

18.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

18.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

19. TIME IS OF THE ESSENCE

19.1 Time is of the essence in the delivery of the goods as specified herein.

20. NOTICES

20.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

Felipe Lofaso, Asst. Director of Public Services
City of Lake Worth
1749 3rd Avenue South
Lake Worth, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

E.C. Stokes Mechanical Contractor, Inc.
2001 7th Avenue North
Lake Worth, FL 33461

21. SEVERABILITY

21.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

22. DELAYS AND FORCES OF NATURE

22.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any

right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

22.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

23. COUNTERPARTS

23.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

24. LIMITATIONS OF LIABILITY

24.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

25. PUBLIC ENTITY CRIMES

25.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

26. PREPARATION

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

27. PALM BEACH COUNTY INSPECTOR GENERAL

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

28. ENFORCEMENT COSTS

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

29. PUBLIC RECORDS

CONTRACTOR 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 CONTRACTOR 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.

30. COPYRIGHTS AND/OR PATENT RIGHTS

30.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

31. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

31.1 CONTRACTOR certifies that all services, material, equipment, etc., provided in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the services, material, equipment, etc., provided, is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the services, material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

32. FEDERAL AND STATE TAX

32.1 The City of Lake Worth is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the City of Lake Worth shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

33. PROTECTION OF PROPERTY

33.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

34. DAMAGE TO PERSONS OR PROPERTY

34.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

35. WARRANTY

35.1 CONTRACTOR shall provide the warranty as set forth in the RFP.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

GJ Torcivia for

Glen J. Torcivia, City Attorney

CONTRACTOR: **E.C. STOKES MECHANICAL CONTRACTOR INC.**

By: _____
[Signature]

[Corporate Seal]

Print Name: Susan Stokes

Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 10th day of October, 2014 by Susan Stokes, as President (title), of E.C. Stokes Mechanical Contractor, 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

Jane Rogers-Lillie

Print Name: _____
My commission expires: _____





The City of Lake Worth



REQUEST FOR PROPOSALS

RFP # NO. 14-210

CITY HALL CHILLER REPLACEMENT



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September 30, 2014

City of Lake Worth
Finance Office
7 North Dixie Hwy.
Lake Worth, FL 33460

RE: **RFI #14-210-0-2014/HD**
City Hall Chiller Replacement

A. Letter of Transmittal

- As President of E.C. Stokes Mechanical Contractor, Inc. it is my pleasure to provide you with an introduction to our company and why I am confident we are especially well qualified to achieve your project objectives; on time and within budget parameters. Being a company local to the Lake Worth area since its founding in 1962, we have been consistently growing as a highly professional provider in the mechanical contracting marketplace for over 50 years. We employ the manpower suited in the expertise to take on challenging and highly precise, time sensitive chilled water equipment replacements. Our company has successfully completed numerous similar projects on time and within budget.
- We have performed the necessary site visit to confidently provide a proposal in regards to the chilled water renovations located within the chiller enclosure which includes the replacement of (1) Trane Air Cooled, (6) Gate Valve Replacements with 316 SS Hardware, new conduits and raceways for associated chiller power and controls, new flow proving switch, new foam glass piping insulation as per addendum #2, new wye strainers as indicated, new carbon steel pipe stands with galvanized coatings, new thermometers and gauges as indicated.
- Representatives Authorized for E.C. Stokes Mechanical to make Proposals are as Follows-

Susan Stokes- President
2001 7th Ave.
Lake Worth, FL
33461
PH# 561-582-3589

(cont.)

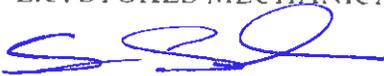
City of Lake Worth
RFP #14-210 City Hall Chiller Replacement Letter of Transmittal

September 30, 2014

Should you require any further information or clarification, please do not hesitate to contact us.

Sincerely,

E.C. STOKES MECHANICAL CONTRACTOR, INC.



Susan Stokes
President



FINANCE OFFICE

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

**Addendum No. 1
RFP 14-210**

CITY HALL CHILLER REPLACEMENT

Each recipient of this Addendum No. 1 to the Request for Proposal (RFP) who responds to the RFP acknowledges all of the provisions set forth in the RFP and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced RFP.

Postponement of Questions Due Date

From: Wednesday, September 10, 2014 at 3:00 PM

To: Monday, September 15, 2014 at 3:00 PM

Site Visit Dates Schedule

For 1st Site Visit: Tuesday, September 9, 2014 at 9:00 AM, On Site at Chiller Location

AND

For 2nd Site Visit: Wednesday, September 10, 2014 at 9:00 AM, On Site at Chiller Location

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the RFP documents and therefore must be executed and submitted with your proposal.

Issued By: City of Lake Worth
Procurement Office
September 4, 2014

Signed By: Hirut Darge
Hirut Darge
Purchasing Agent

PROPOSER/Company

Name: E.C. Stokes Mechanical Contractor, Inc.

Signed By: [Signature] Print Name: Susan Stokes

Title: President Date: 9/30/14



FINANCE OFFICE

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

Addendum No. 2
RFP 14-210

CITY HALL CHILLER REPLACEMENT

Each recipient of this Addendum No. 2 to the Request for Proposal (RFP) who responds to the RFP acknowledges all of the provisions set forth in the RFP and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced RFP.

Clarification:

1. Page 7 item 13 – Proposal Format, How many copies of the bid submission documents are required? One original and four copies or one original and three copies? What does an electronic copy refer to? A USB memory stick (flash drive) or a CD?
A. One (1) original, four (4) copies, and one (1) electronic copy (electronic copy can be USB or CD)
2. Will there be a charge for the City mechanical/electrical permits?
A. Yes. The selected contractor is responsible to pull all necessary permits for the work and include payment of all permit fees in their bid proposal. Permit fees can be calculated at a rate of 3% of the total value of all work, or a minimum of \$60.00, whichever is greater.
3. Exhibit "A" item 10, "Reinsulate and seal all chilled water lines". Does the City require re-insulation of all expose chilled water piping located in the chiller area, or only piping we've replaced in the course of the project? What insulation type is requested? 2" foam glass, 3" foam glass? Is metal protective jacketing required?
A. All insulation replaced from the first valve replacement exiting the ground to the chiller unit. See "Attachment A". Foam glass (2") with approved mastic style coating. Metal protective jacketing is not required.
4. Will the city require replacement of the existing electrical/disconnect panel? Or would the City like us to re-use existing electrical panel and provide new chiller with a unit mounted disconnect?
A. The City will be replacing the panel and supplying the correct breaker. No disconnect will be required.
5. Will the city require replacement of the existing chilled water pumps? If so, will the City require new starters to be installed along with the new pumps? Or would the City like to install VFD in place of those starters?
A. The existing pumps will remain in place. Neither starters nor VFD's will be part of this project. The contractor will be required to insulate the existing pumps with 2" foam glass insulation.

6. The bid documents do not contain a pricing page. Does the City request that we provide a formal proposal along with the required presentation format or will the City revise the documents providing a pricing sheet?
A. The City has provided a pricing sheet along with this Addendum.

7. Exhibit "A" item 14, "Provide a 5-year warranty on the system and labor costs for repair". Does the City request a 5-year manufacturer's parts and labor warranty? If so, does the City require a parts coverage or just compressor coverage?
A. Upon further review of this requirement, the City will require a 5 year warranty on the compressor and 1 year warranty on parts.

8. Does the City require a manufacturer's coil coating for the condenser coils of the new chiller?
A. Yes. As described in the equipment specifications.

9. Exhibit "A" item 8, "Complete all necessary water piping connections to new equipment". Does the City require replacement of all exterior chilled water piping in chiller area or just piping connections to the new unit?
A. The only piping changes required to connect to the unit. See "Attachment A" pictures.

10. Exhibit "A" item 3, "Replacement of six (6) isolation valves (3" flanged) including new gaskets and SS 316 hardware". The existing valves are 3" gate valves. Does the City require exact replacement of those valves or would the City like us to use butterfly style valves?
A. The City will require gate valves.

11. Does the current chiller configuration operate on a standalone basis? Is the system controlled by a Building Automation Control System? If so, what system is currently being used? Are we to include the costs to tie into the control system or will the City take care of that item?
A. Yes. The City's system operates on a standalone basis.

12. Will we be permitted to close the parking lot area to the west of the main building to allow for crane placement?
A: Yes. Should work entail weekday hours, the parking lot shall be available to facilitate crane placement.

13. There seems to be confusion on whether or not we are replacing the entire exposed chilled water piping system within the chiller yard. Will we reuse that existing piping and provide new chiller connections only? Or will we replace the entire piping system? If the piping is to be replaced, what type of piping will be required?
A: Approved piping for replacement is copper or steel. See "Attachment A" for replacement piping.

14. Exhibit A describes replacement of the existing gate valves, but does not mention the existing balancing valves. Are they to be replaced?
A: No.

15. Existing chiller is a 40 ton unit. Facilities requested a 50 ton for replacement. Is this what the city wants?
A: Yes.

16. Please list the required manufacturer's specifications and requirements.
A.

Item	Tag(s)	Qty	Description	Model Number
A1	CH-1	1	Air-Cooled Chiller, Scroll Compressors	CGAM052A2

Product Data - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): CH-1

Air-Cooled Scroll Packaged Chiller

*Startup Included - **Manufacturer must start equipment for warranty to be honored***

52 nominal tons

High efficiency/performance

Full factory refrigerant charge (HFC-410A)

Refrigerant isolation valves (discharge valve)

Factory installed flow switch

Standard factory ¾" insulation

Lanced aluminum fins

Across the line starter/direct on line

Single point power connection

Terminal block

Controls communication interface

Elastomeric isolation pads

Factory installed water strainer

Condenser coil corrosion protection coating

17. Unbolting the access for the strainers after this many years does not seem feasible. Is bidding the project with new strainer assemblies acceptable?

A: Yes. The City will require new strainers as part of this project with brass nipples and brass ball valves.

18. Is there a preference for covering on the piping insulation? Aluminum or PVC jacketing?

A: Mastic style coating is required. No jacketing is required.

19. Are original plans available for GPM requirements?

A: No.

20. Was the chilled water loop filled with city or well water?

A: City water.

21. Due to lack of chemical treatment, there is no way to tell the condition of the system piping. Should a chemical feeder, a mild chemical clean out flush performed before the chiller change and treatment chemicals after the change out be included in the bid price?

A: No.

22. What are the work hours for this project?

A. The existing chiller unit at City Hall can be shutdown on Friday at noon and turned back on the following Monday morning by 8am. The work will be required to be performed during weekend non-working hours to facilitate a comfortable working environment to the staff, Commissioners, and other visitors to City Hall.

23. Will the new chiller system be required to have chemical treatment?

A. No.

24. Does the City own portable mounted chiller units?

A. No. Should the contractor feel the construction time limitations not allow enough time to complete the work, the contractor shall include in their bid proposal means to continue cooling City Hall. The approximate area to be cooled is 18,000 SF and consists of 2 stories and the basement.

25. Will the City allow PVC piping for the replacement of the small diameter conduit electrical lines?

A. Yes. PVC Schedule 80 piping will be acceptable

26. Will the City allow PVC piping for the replacement of the existing copper chilled water lines?

A. No. The City will require new copper or steel chilled water lines.

27. Will the City require the addition of time clocks to the pumps?

A. No. The existing pumps do not have starters therefore time clocks are not necessary.

28. Who is responsible for the removal of the old chiller?

A. The contractor shall be responsible for the removal and legal disposal of the existing chiller unit and associated parts.

29. Will the new valves be required to be insulated?

A. Yes. The new valves will be required to be insulated with 2" foam glass.

30. What will be the requirements of the building department for permit issuance?

A. The Building Department will require the new unit to be set on isolation pads on the existing slab. The pipe stands and slab anchors will have to be approved for 170mph wind load. Data sheets will be required to demonstrate wind loading. Mechanical equipment specifications and inspections of installations as required. 2 copies of the proposed site plan for chiller replacement.

31. Will the City require the new wye strainers?

A. Yes.

Proposers must acknowledge receipt of this Addendum No. 2 in the space provided below. This Addendum forms an integral part of the RFP documents and therefore must be executed and submitted with your proposal.

Issued By: City of Lake Worth
Procurement Office
September 17, 2014

Signed By: Hirut Darge
Hirut Darge
Purchasing Agent

PROPOSER/Company

Name: E. C. Stokes Mechanical Contractor, Inc

Signed By:  Print Name: Susan Stokes

Title: President Date: 9/30/14

EXHIBIT "E"
REFERENCES

List below or on an attached sheet similar references per RFP requirements. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. (THIS FORM MAY BE COPIED).

#1 REFERENCE

Name of Client: Palm Beach County Capital Improvements
Address: 2633 Vista Parkway, West Palm Beach, FL 33411
Phone No.: (561) 233-0271 Fax: (561) 233-0270
Contact Person Name: Anil Patel Title: Project Manager
Description of services: PBC Project #12324 - Supervisor of Elections - Replacement of 130-ton
Air Cooled Trane Chiller and EMS

#2 REFERENCE

Name of Client: Trane Company
Address: 6965 Vista Parkway No., #11, West Palm Beach, FL 33411
Phone No.: (561) 683-1521 Fax: (561) 697-8714
Contact Person Name: Joe Neri Title: _____
Description of services: CVS Distribution Center - Vero Beach - Replace (2) Trane RTAC 450-ton
Air Cooled Chillers on roof

#3 REFERENCE

Name of Client: The Morganti Group, Inc.
Address: 1450 Centrepark Blvd., Suite 260, West Palm Beach, FL 33401
Phone No.: (561) 689-0200 Fax: (561) 689-4774
Contact Person Name: Chuck Kearns Title: Project Manager
Description of services: FAU Jupiter - Replacement of (2) Air Cooled Chillers and EMS Controls

Air-Cooled Chiller, Scroll Compressors

Job Information

		City of Lake Worth City Hall Chiller Replacement West Palm Beach (T32) Joseph Neri
Tag	CGAM052	
Model Number	CGAM 52	
Quantity	1	
Product Version	168	
Unit nominal tonnage	62 tons	
Unit type	High efficiency	

General Information

Sound attenuator package	Super quiet	IPLV	15.0 EER
Refrigerant	R410A	NPLV	15.0 EER
Capacity	48.80 tons	Sound power level	89 dBA
Full load efficiency	9.8 EER	Sound pressure level *	63 dBA
Note: * At 30 feet in free field.			

Evaporator Information

Evaporator application	Std cooling	Fouling factor	0.00010 hr-eq ft-deg F/Btu
Entering temperature	54.00 F	Saturated temperature-ckt 1	37.30 F
Leaving temperature	44.00 F	Saturated temperature-ckt 2	37.30 F
Fluid flow rate	116.80 gpm	Minimum flow rate	73.50 gpm
Pressure drop	12.80 ft H2O	Pressure drop at min flow rate	6.80 ft H2O
Total PD evap+strainer	16.50 ft H2O	Maximum flow rate	176.40 gpm
Evap fluid type	Water	Pressure drop at max flow rate	38.10 ft H2O
Evap fluid freeze point	32.00 F	Freeze protection (factory inst)	Ext. total control

Condenser Information

Unit application	Wide ambient	Total fan FLA	27.00 A
Ambient air temperature	96.00 F	Total airflow	37225 cfm
Elevation	0.00 ft	Fin material	Lanced aluminum
Number of fans	4.00 Each	Saturated temperature-ckt 1	126.30 F
Fan motor power	4.60 KW	Saturated temperature-ckt 2	126.30 F

Compressor Information

Number of compressors	4		<u>RLA</u>	<u>LRA</u>
Number of circuits	2	Compressor A	50.60 A	315.00 A
Capacity steps	4	Compressor B	50.60 A	315.00 A
Total compressor power	55.20 KW	Compressor D	50.60 A	315.00 A
		Compressor E	50.60 A	315.00 A

Electrical Information

Unit voltage	208 volt 3 phases		<u>MCA</u>	<u>MOP</u>
Unit hertz	60 hertz	Single point power	246.20 A	250.00 A
Short circuit	Default	Incoming power line connection	Single point	
Short circuit rating	5000.00 A	Starter type	Across the line	
Unit power	80.10 KW			
Note: Unit power includes compressors, condenser fans, and control KW				

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages using the Vapor Compression Cycle Certification Program which is based on AHRI Standard 550/590 (1-P). Certified units may be found in the AHRI directory at www.ahridirectory.org.



Air-Cooled Chiller, Scroll Compressors

Job Information

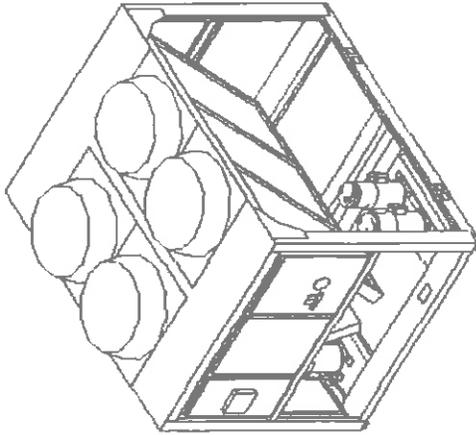
		City of Lake Worth City Hall Chiller Replacement West Palm Beach (T32) Joseph Neri
		
Tag	CGAM062	
Model Number	CGAM 52	
Quantity	1	
Product Version	168	
Unit nominal tonnage	52 tons	
Unit type	High efficiency	

Physical Information

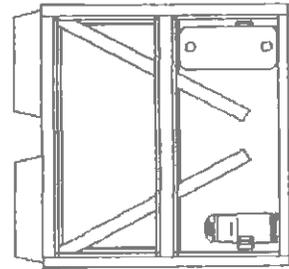
Length	114.000 in	Water connections	3.000 in
Width	88.600 in	Refrigerant charge circuit 1	32.0 lb
Height	84.800 in	Refrigerant charge circuit 2	32.0 lb
Operating weight	3806.0 lb	Oil charge circuit 1	1.74 gal
Shipping weight	3760.6 lb	Oil charge circuit 2	1.74 gal

Information for LEED Projects

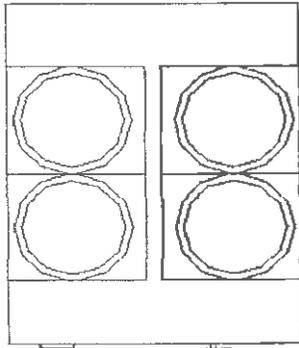
ASHRAE 90.1/CSA compliance	All versions	IPLV	15.0 EER
Refrigerant charge circuit 1	32.0 lb	Rated capacity (AHR)	48.80 tons
Refrigerant charge circuit 2	32.0 lb		
<p>Note This product meets the minimum efficiency requirements of ASHRAE Standard 90.1 and CANS/CSA C743 for all versions (which are based on AHRI standard rating conditions) and, therefore, also meets the LEED "Minimum Energy Performance" prerequisite in the Energy and Atmosphere section.</p> <p>The LEED Green Building Rating System™, developed by the U.S. Green Building Council, provides independent, third-party verification that a building project meets green building and performance measures.</p>			



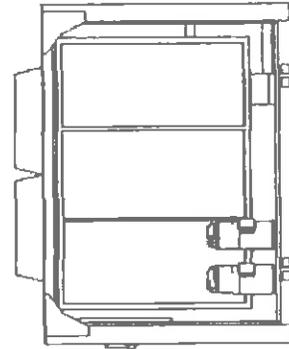
ISOMETRIC VIEW



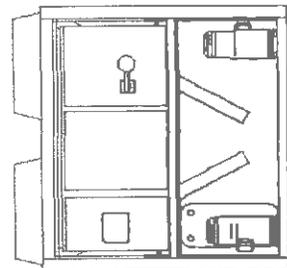
BACK VIEW



TOP VIEW

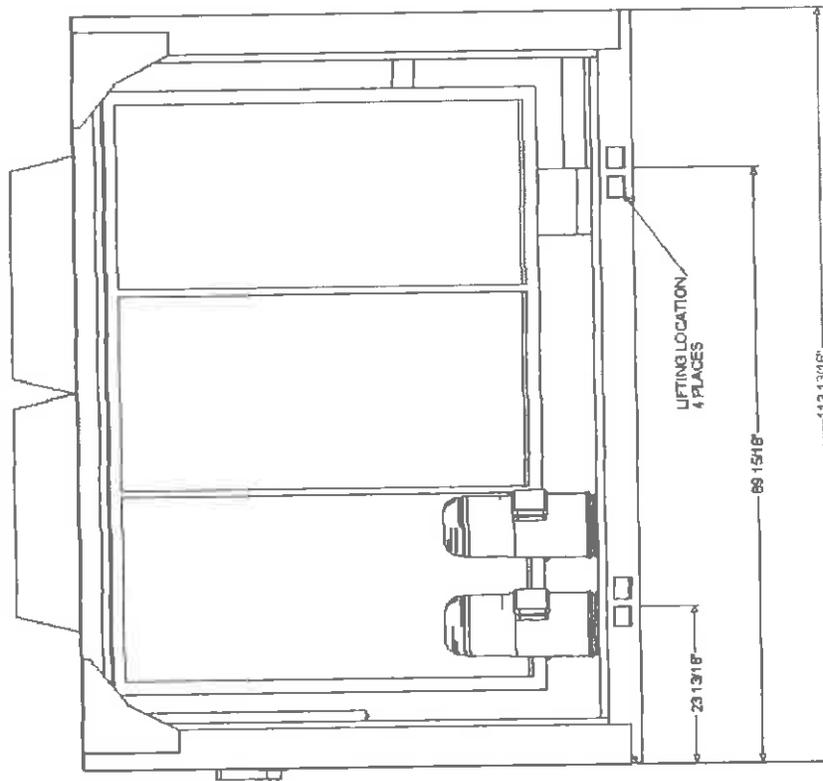


RIGHT SIDE VIEW

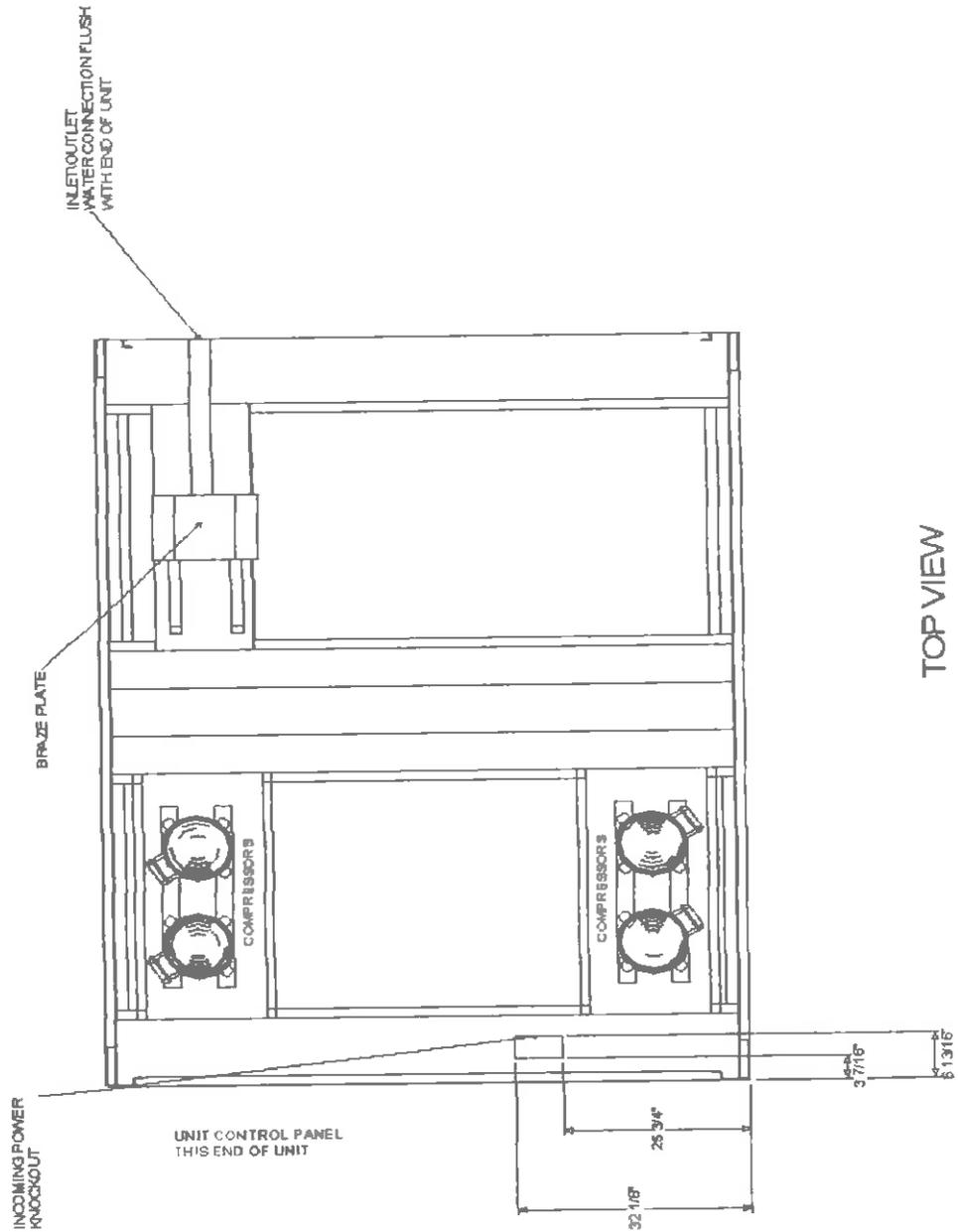


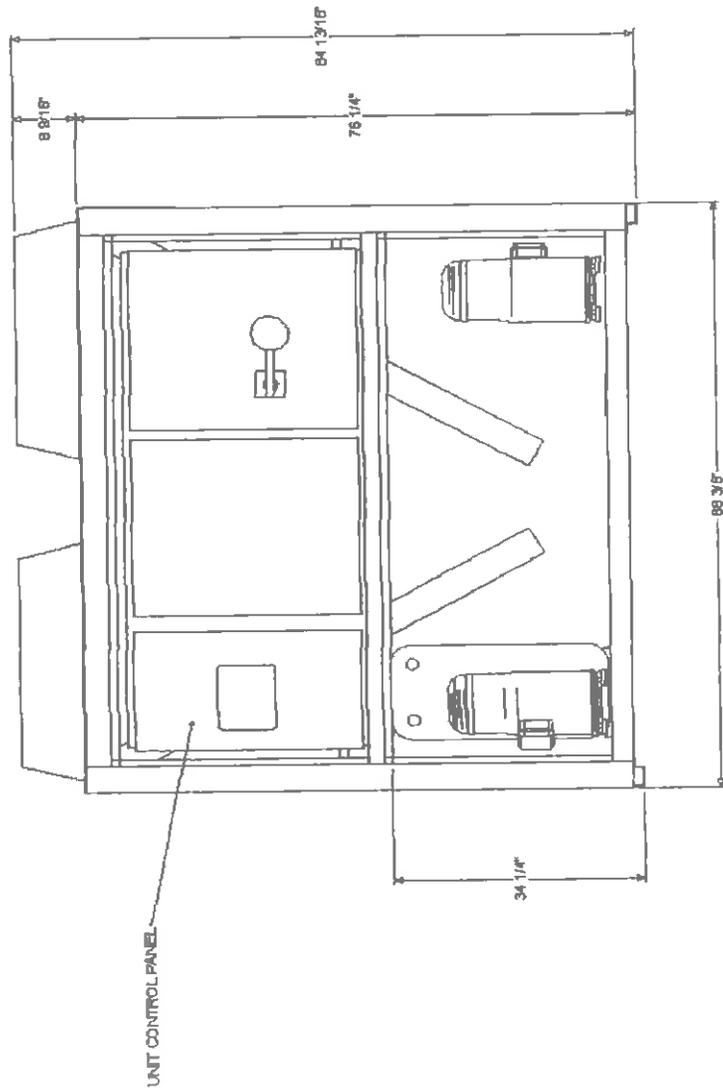
FRONT VIEW

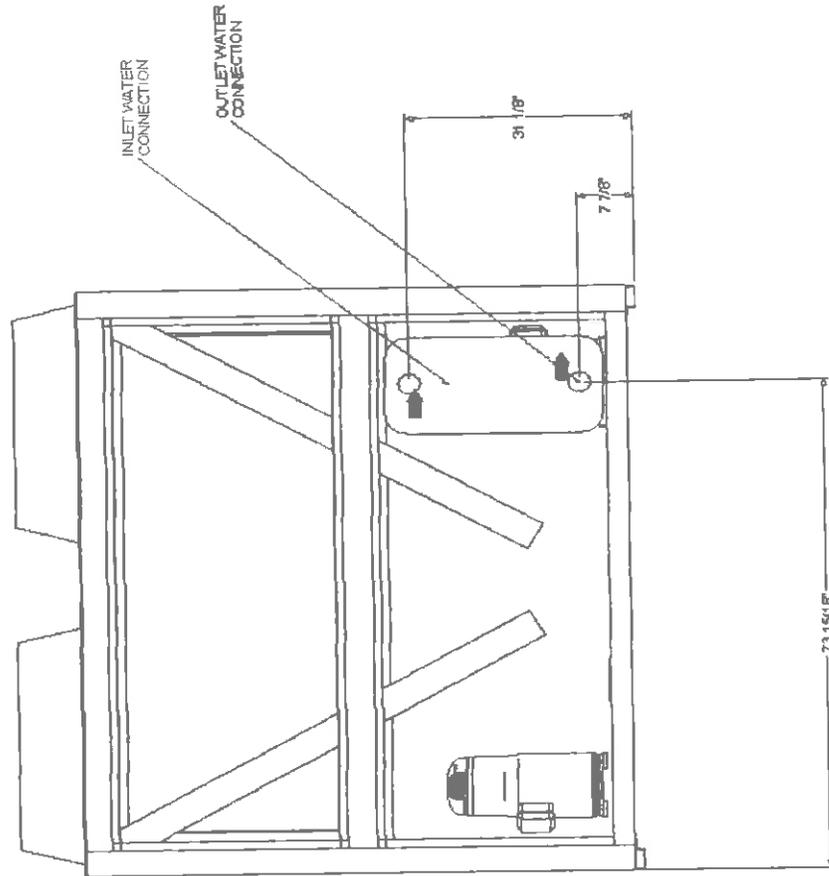
INLET/OUTLET WATER CONNECTION SIZE
3" (80mm)
BRAZE PLATE WATER VOLUME/STORAGE
4.1 GAL (15.6 LITERS)

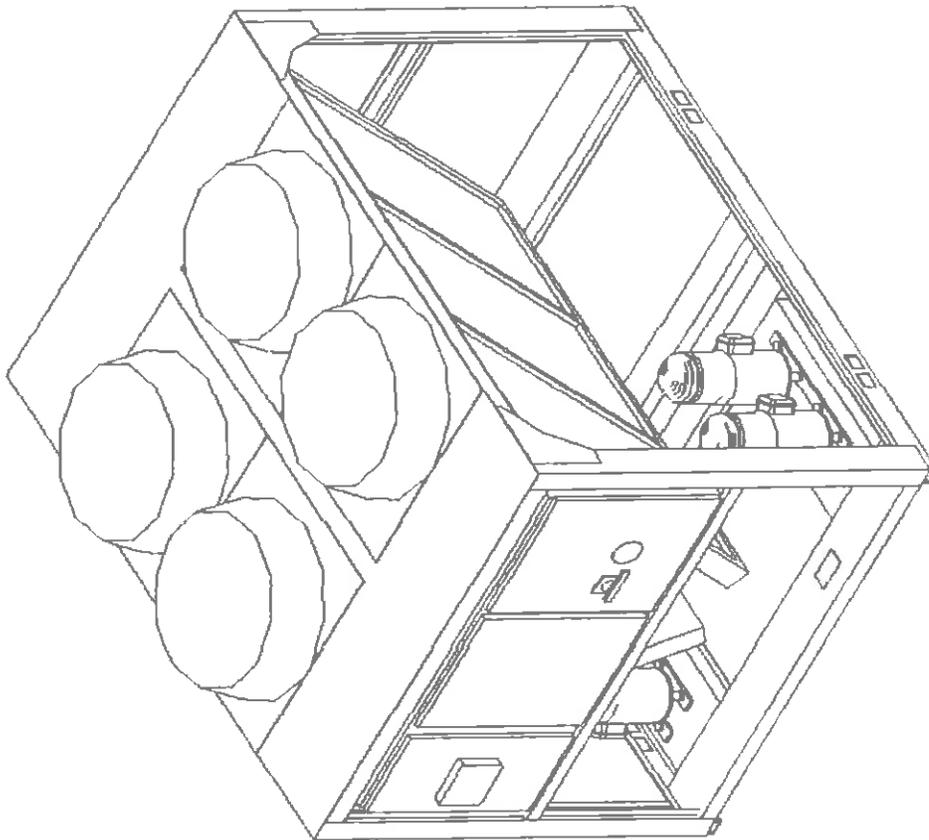


RIGHT SIDE VIEW







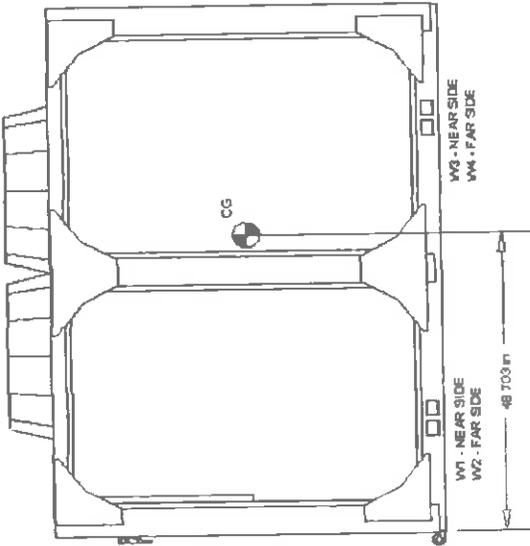


ISOMETRIC VIEW

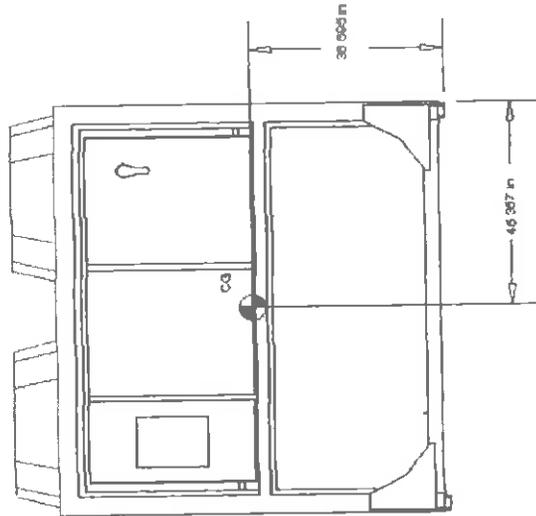


UNIT CENTER OF GRAVITY

LIFTING WEIGHTS				
W1	W2	WG	WA	SHIPPING WEIGHT
1127.0 lb	11001 lb	678.0 lb	701.6 lb	3760.6 lb



SIDE VIEW

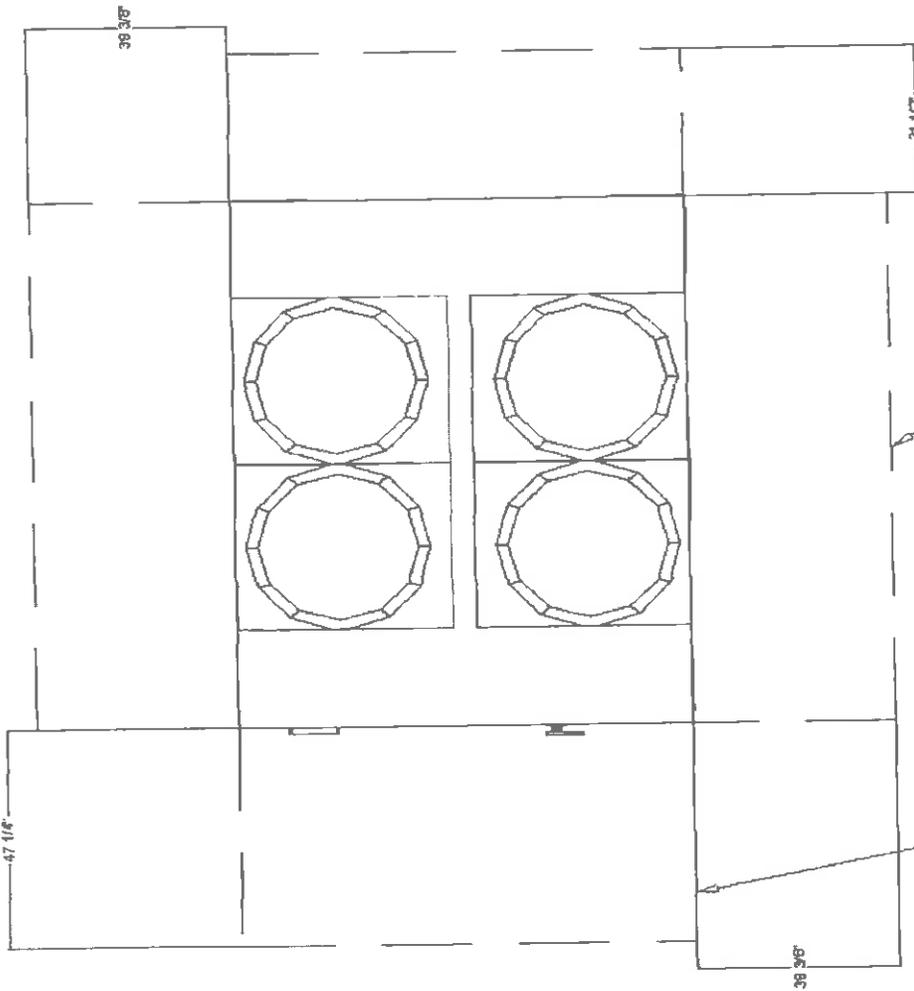


FRONT VIEW
CONTROL PANEL END



UNIT CLEARANCE

NO OBSTRUCTIONS ABOVE THE CONDENSER



NO OBSTRUCTIONS RECOMMENDED
Area Required for unit operation, maintenance,
and access panel
MORE CLEARANCE MAY BE NEEDED FOR
AIRFLOW DEPENDING UPON THE
INSTALLATION

WORKING CLEARANCE PER NATIONAL
ELECTRIC CODE ARTICLE 110-26

FOR OBSTRUCTIONS OR MULTIPLE UNITS,
REFER TO THE CLOSE SPACING BULLETIN.

TOP VIEW



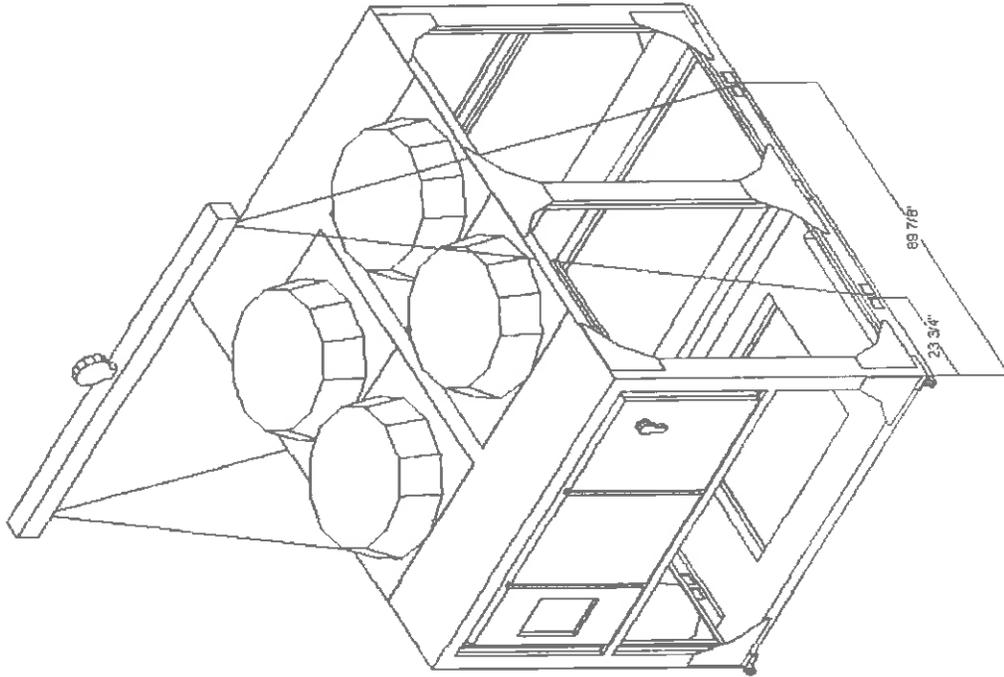
UNIT RIGGING

LIFTING A UNIT WITH EQUAL LENGTH STRAPS WILL NOT PRODUCE A LEVEL UNIT DURING THE LIFT BECAUSE THE CG WILL NOT BE AT THE MIDPOINT BETWEEN THE BASE LIFTING HOLES. THE FOLLOWING ADJUSTMENTS MUST BE MADE TO PRODUCE A LEVEL LIFT

- SINGLE SPREADER BAR LIFTING METHOD
IF THE UNIT CG IS CLOSER TO THE CONTROL PANEL, THE STRAPS ON THE CONTROL PANEL SIDE OF THE SPREADER BAR MUST BE ADJUSTED TO BE SHORTER THAN THOSE ON THE OPPOSITE SIDE OF THE SPREADER BAR, ALLOWING THE SPREADER BAR TO MOVE TOWARD THE CONTROL PANEL AND OVER THE UNIT CG. SEVERAL ADJUSTMENTS OF THE STRAP LENGTH MAY BE REQUIRED TO PRODUCE A LEVEL UNIT DURING LIFT

- H-TYPE SPREADER BAR LIFTING METHOD
IF THE STRAPS FROM THE H BAR TO THE UNIT BASE ARE THE SAME LENGTH, THE CRANE LIFTING POINT ON THE CENTER WEB OF THE H BAR MUST BE ADJUSTED TO PRODUCE A LEVEL UNIT LIFT

⚠ WARNING
IMPROPER LIFTING AND MOVING!
USE SPREADER BAR AS SHOWN IN DIAGRAM. REFER TO INSTALLATION MANUAL OR NAMEPLATE FOR UNIT WEIGHT. REFER TO INSTALLATION INSTRUCTIONS LOCATED INSIDE CONTROL PANEL FOR FURTHER RIGGING INFORMATION.
OTHER LIFTING ARRANGEMENTS COULD RESULT IN DEATH, SERIOUS INJURY OR EQUIPMENT DAMAGE.

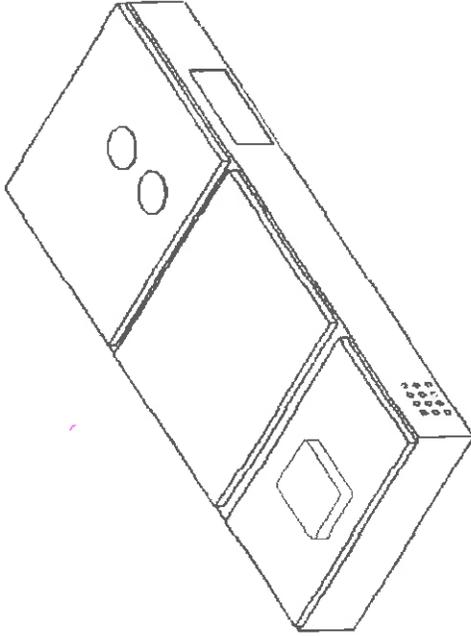


ISOMETRIC VIEW

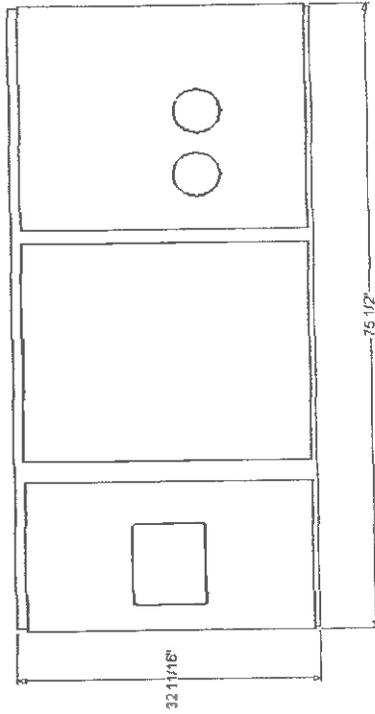


SHORT CIRCUIT RATING 5A

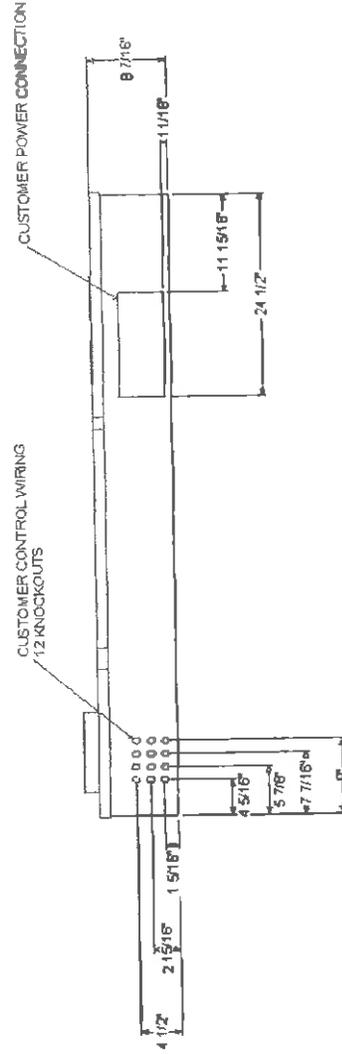
CUSTOMER WIRE SELECTION TABLE			
POWER WIRE CONNECTION TO TERMINAL BLOCK (1X1)			
UNIT SIZE	UNIT EFF	VOLTAGE	CIR 1 & 2 (SINGLE POINT POWER) LUG WIRE SIZE RANGE (PER PHASE)
D32	HIGH	200	(1 MAX conductor per phase) 4 AWG - 500 MCM



ISOMETRIC VIEW



FRONT VIEW



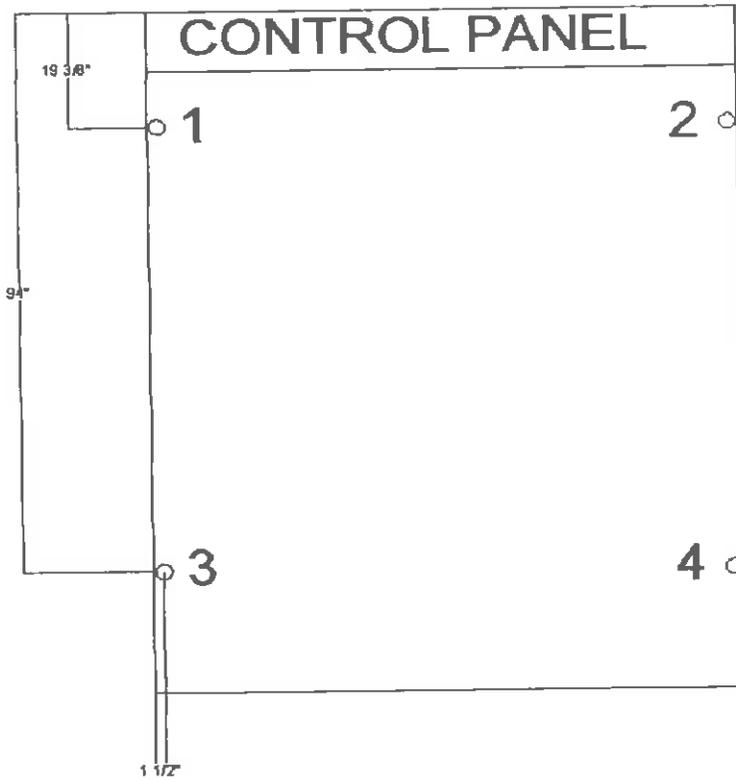
BOTTOM VIEW



UNIT SIZE	MOUNTING LOCATIONS & POINT LOAD WEIGHTS						TOTAL OPERATING WEIGHT
	1	2	3	4	5	6	
052	1080.5 lb	1155.4 lb	713.6 lb	788.5 lb	N/A	N/A	3800.0 lb

MOUNTING HOLE DIAMETER 19mm

DIMENSIONS ARE REFERENCED FROM THE END AND SIDE OF THE UNIT BASE



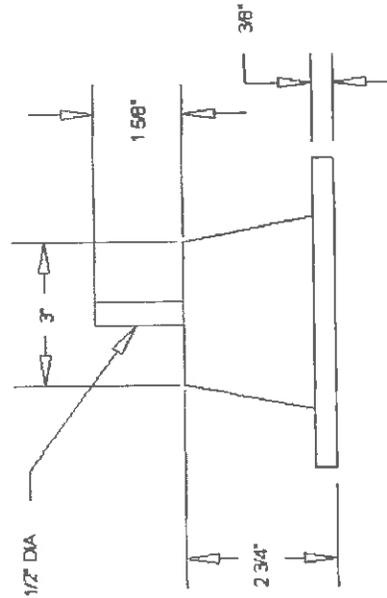
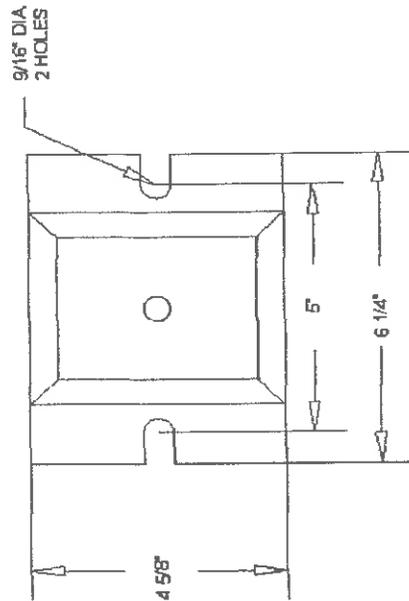
TOP VIEW



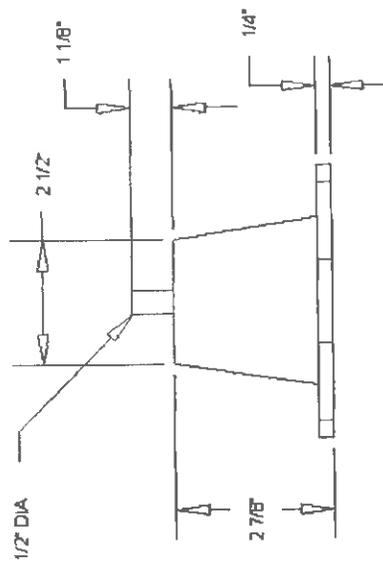
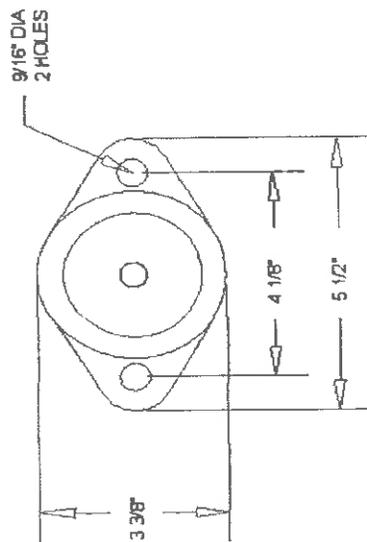
SEE ISOLATOR POINT LOADS
 FOR DETAILED INFORMATION
 ON ISOLATOR LOCATIONS.

UNIT SIZE	MOUNTING LOCATIONS AND ISOLATOR NUMBER					
	1	2	3	4	5	6
002	NOTE: NO ISOLATORS HAVE BEEN SELECTED. POINT LOADS ARE FOR CUSTOMER REFERENCE ONLY					

RDP-4 ISOLATORS



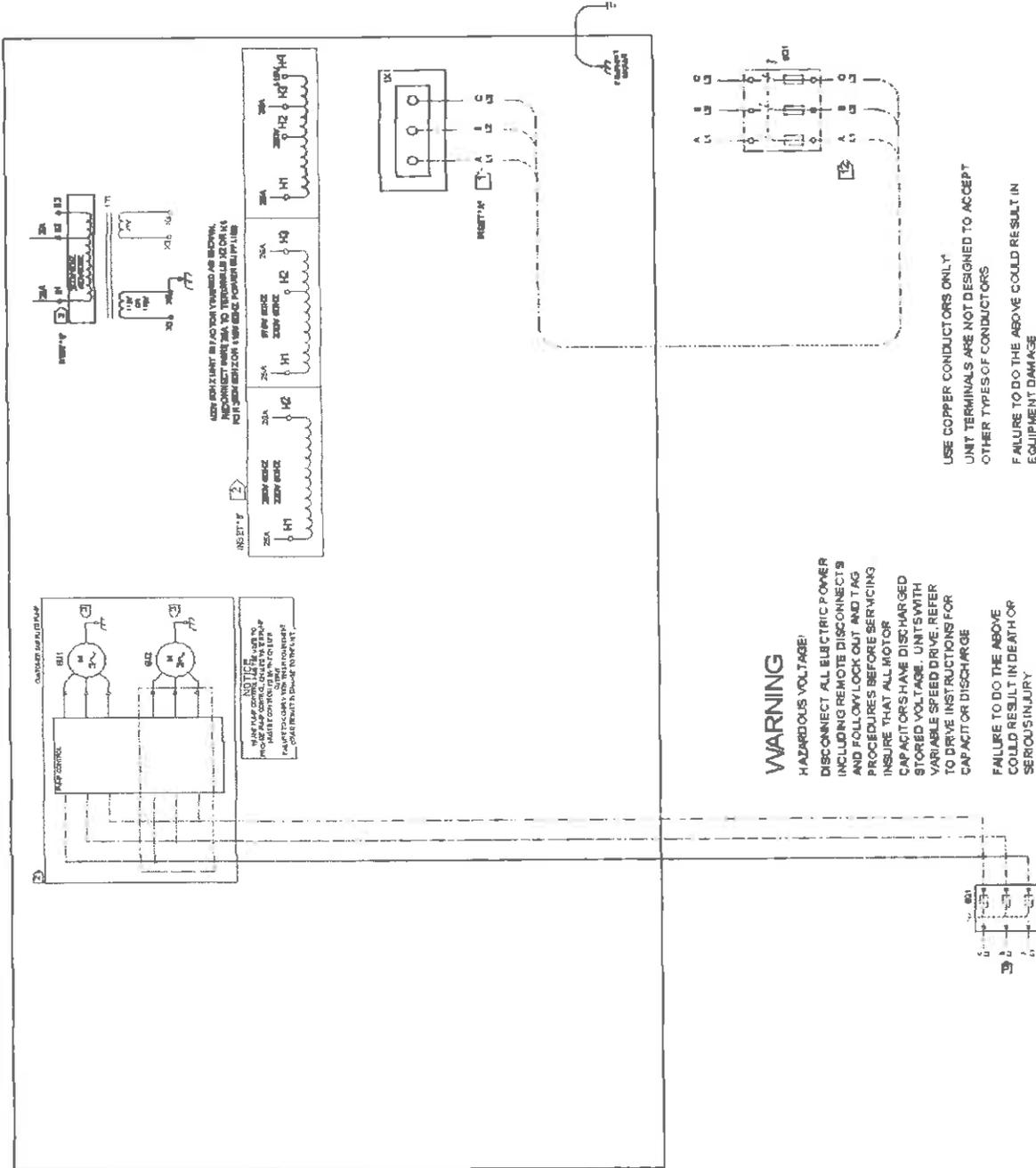
RDP-3 ISOLATORS





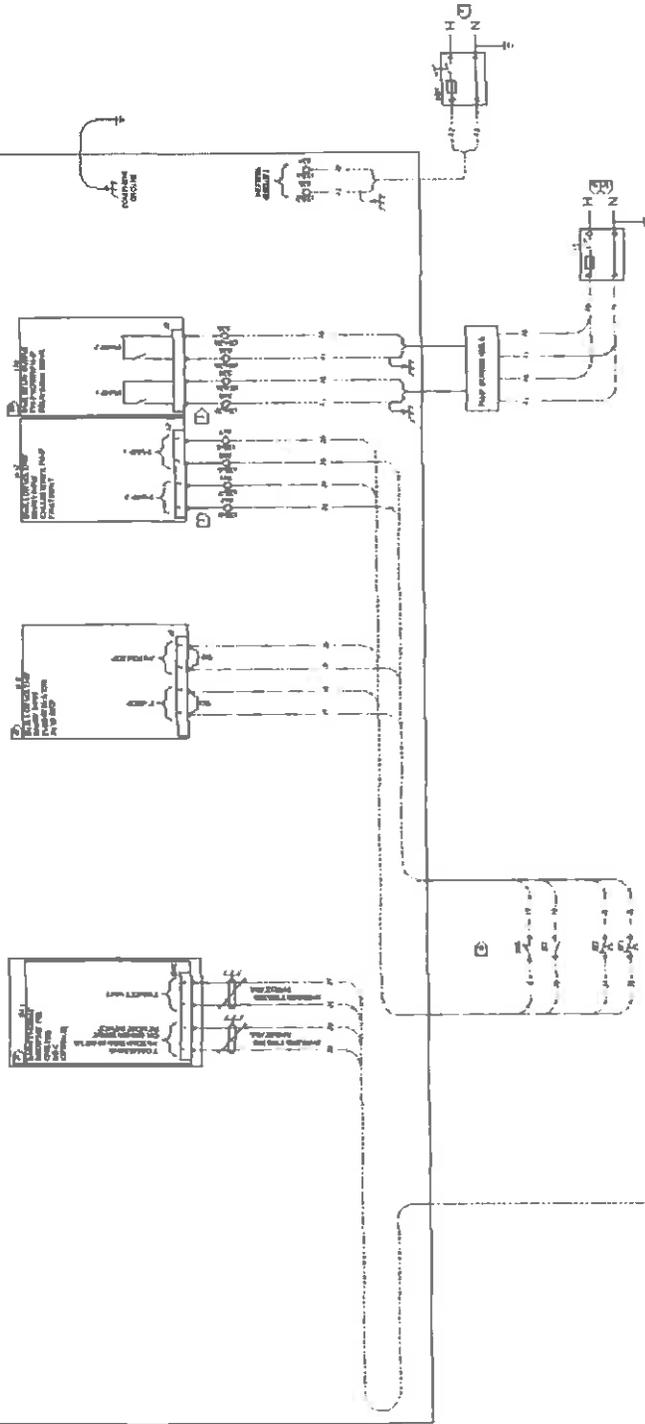
CONTROL PANEL

PAGE 1 OF 2





CONTROL PANEL
PAGE 2 OF 2



WARNING
 HAZARDOUS VOLTAGE!
 DISCONNECT ALL ELECTRIC POWER INCLUDING REMOTE DISCONNECTS AND FOLLOW LOCK OUT AND TAG PROCEDURES BEFORE SERVICING INSURE THAT ALL MOTOR CAPACITORS HAVE DISCHARGED STORED VOLTAGE. UNIT SWITH VARIABLE SPEED DRIVE. REFER TO DRIVE INSTRUCTIONS FOR CAPACITOR DISCHARGE.
 FAILURE TO DO THE ABOVE COULD RESULT IN DEATH OR SERIOUS INJURY

USE COPPER CONDUCTORS ONLY!
 UNIT TERMINALS ARE NOT DESIGNED TO ACCEPT OTHER TYPES OF CONDUCTORS
 FAILURE TO DO THE ABOVE COULD RESULT IN EQUIPMENT DAMAGE



- 1 SINGLE SOURCE POWER IS PROVIDED AS STANDARD ON THESE PRODUCTS. FIELD CONNECTIONS ARE MADE TO 1X1 OR 102.
- 2 FOR VOLTAGES 200V/60HZ, 220V/60HZ, 380V/60HZ, 400V/60HZ, WIRE 2BA SHALL BE CONNECTED TO H2. FOR VOLTAGES 230V/60HZ & 575V/60HZ, WIRE 2BA SHALL BE CONNECTED TO H3. 400V/60HZ UNIT IS FACTORY WIRED WITH 2BA CONNECTED TO H3. RECONNECT WIRE 2BA TO H2 FOR 380V/60HZ, OR H4 FOR 415V/60HZ. H4 IS ONLY AVAILABLE WITH 400V/60HZ PANELS.
- 3 FIELD CONNECTIONS ARE ONLY MADE IN A CUSTOMER PROVIDED PUMP (PTYP=NONE). THESE CONNECTIONS WILL BE MADE BY THE FACTORY WHEN THE PUMP IS PROVIDED BY THE FACTORY (PTYP=DHHP).
- 4 CUSTOMER SUPPLIED POWER 110V/60H OR 220V/60H TO POWER RELAYS. MAX. FUSE SIZE IS 20 AMPS. GROUND ALL CUSTOMER SUPPLIED POWER SUPPLIES AS REQUIRED BY APPLICABLE CODES. GREEN GROUND SCREWS ARE PROVIDED IN UNIT CONTROL PANEL.
- 5 WIRED TO NEXT UNIT 22 AWG SHIELDED COMMUNICATION WIRE EQUIVALENT TO HELIX LF22P0014219 RECOMMENDED. THE SUM TOTAL OF ALL INTERCONNECTED CABLE SEGMENTS NOT TO EXCEED 4600 FEET. CONNECTION TOPOLOGY SHOULD BE DAISY CHAIN. REFER TO BUILDING AUTOMATION SYSTEM (BAS) COMMUNICATION INSTALLATION LITERATURE FOR END OF LINE TERMINATION RESISTOR REQUIREMENTS.
- 6 WIRED TO TRACER OR OTHER TRANE REMOTE DEVICE 22 AWG SHIELDED COMMUNICATION WIRE EQUIVALENT TO HELIX LF22P0014219 RECOMMENDED. THE SUM TOTAL OF ALL INTERCONNECTED CABLE SEGMENTS NOT TO EXCEED 4600 FEET. CONNECTION TOPOLOGY SHOULD BE DAISY CHAIN. REFER TO BUILDING AUTOMATION SYSTEM (BAS) COMMUNICATION INSTALLATION LITERATURE FOR END OF LINE TERMINATION RESISTOR REQUIREMENTS.
- 7 WIRED TO CUSTOMER CHILLED WATER SET POINT 2-10V OR 4-20mA
- 8 WIRED TO CUSTOMER EXTERNAL DEMAND LIMIT 2-10V OR 4-20mA
- 9 WIRED TO CUSTOMER 2-10V OR 4-20mA % CAPACITY ANNUNCIATOR
- 10 WIRED TO TRACER OR OTHER REMOTE DEVICE
- 11 REFER TO CGAM ELECTRICAL SCHEMATIC FOR SPECIFIC ELECTRICAL CONNECTION INFORMATION AND NOTES PERTAINING TO WIRING INSTALLATION
- 12 ALL UNIT POWER WIRING MUST BE 600 VOLT COPPER CONDUCTORS ONLY AND HAVE A MINIMUM TEMPERATURE INSULATION RATING OF 90 DEGREE C. REFER TO UNIT NAMEPLATE FOR MINIMUM CIRCUIT AMPACITY AND MAXIMUM OVERCURRENT PROTECTION DEVICE. PROVIDE AN EQUIPMENT GROUND IN ACCORDANCE WITH APPLICABLE ELECTRIC CODES. REFER TO WIRE RANGE TABLE FOR LUG SIZES.
- 13 ALL FIELD WIRING MUST BE IN ACCORDANCE WITH NATIONAL ELECTRIC CODE AND LOCAL REQUIREMENTS.
- 14 ALL CUSTOMER CONTROL CIRCUIT WIRING MUST BE COPPER CONDUCTORS ONLY AND HAVE A MINIMUM INSULATION RATING OF 300 VOLTS EXCEPT AS NOTED. ALL CUSTOMER WIRING CONNECTIONS ARE MADE TO CIRCUIT BOARD MOUNTED BOX LUGS WITH A WIRE RANGE OF 14 TO 18 AWG OR DIN RAIL MOUNTED SPRING FORCE TERMINALS.
- 15 UNIT PROVIDED DRY CONTACTS FOR THE CONDENSER/CHILLED WATER PUMP CONTROL RELAYS ARE RATED FOR 7.2 AMPS RESISTIVE, 2.88 AMPS PILOT DUTY, OR 1/2 HP, 7.2 FLA AT 120 VOLTS 60 HZ. CONTACTS ARE RATED FOR 8 AMPS GENERAL PURPOSE DUTY 240 VOLTS.
- 16 CUSTOMER SUPPLIED CONTACTS FOR ALL LOW VOLTAGE CONNECTIONS MUST BE COMPATIBLE WITH DRY CIRCUIT 24 VOLTS DC FOR A 12 mA RESISTIVE LOAD. SILVER OR GOLD PLATED CONTACTS RECOMMENDED.
- 17 FIELD CONNECTIONS ARE ONLY MADE IN A CUSTOMER PROVIDED PUMP. THESE CONNECTIONS WILL BE MADE BY THE FACTORY WHEN THE PUMP IS PROVIDED BY THE FACTORY. CUSTOMER SUPPLIED POWER 115V, 60Hz, 1PH.
- 18 CUSTOMER SUPPLIED 3 PHASE POWER
- 19 OPTIONAL FIELD ASSIGNED PROGRAMMABLE RELAYS (STAT=PRLY), CLASS 1 FIELD WIRED MODULE, RELAY AT 120V, 7.2A RESISTIVE 2.88A PILOT DUTY 1/2 HP 7.2FLA; AT 240VAC, 8 AMPS GENERAL PURPOSE.
- 20 WIRED TO CUSTOMER 0-10 VDC PUMP SPEED SIGNAL
- 21 WHEN FACTORY PROVIDED PUMP IS NOT SELECTED, CUSTOMER MUST SUPPLY SUITABLE PUMP SYSTEM. REFER TO PUMP MANUFACTURER FOR WIRING REQUIREMENTS.
- 22 THE CONTACTS FOR AUTO STOP AND EMERGENCY STOP SWITCHES ARE JUMPED AT THE FACTORY BY JUMPERS W2 & W3 TO ENABLE UNIT OPERATION IF REMOTE CONTROL IS DESIRED, REMOVE THE JUMPERS AND CONNECT TO THE DESIRED CONTROL CIRCUIT.
- 23 1A15, LCI MODULE USED WHEN (COMM = LCI).
- 24 1A11, BACNET INTERFACE MODULE USED WHEN (COMM = BCNT).

State of Florida

Department of State

I certify from the records of this office that E. C. STOKES MECHANICAL CONTRACTOR, INC. is a corporation organized under the laws of the State of Florida, filed on March 11, 1969.

The document number of this corporation is 342801.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 7, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2014*



Ken Peterson
Secretary of State

Authentication ID: CC9387414560

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CAC049256

The CLASS A AIR CONDITIONING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

STOKES, SUSAN
STOKES MECHANICAL CONTRACTOR INC
701 IBIS WAY
NORTH PALM BEACH FL 33408



ISSUED: 05/29/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1405290001197



CERTIFICATE OF LIABILITY INSURANCE

ECSTO-3

OP ID: C0

DATE (MM/DD/YYYY)

03/31/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Michael Gorham		Phone: 954-776-2222 Fax: 954-776-4446	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED E.C. Stokes Mechanical Contractor, Inc. d/b/a Stokes Mechanical Contractor, Inc. 2001 7th Avenue North Lake Worth, FL 33461		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Indem Co of America		25666
		INSURER B: Charter Oak Fire Insurance Co		25615
		INSURER C: Travelers Prop Cas Co of Amer		25674
		INSURER D: Zenith Insurance Company		13269
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		DTCO6793X88ATIA14	04/01/14	04/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			DT8106793X88ACOF14	04/01/14	04/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			DTSMCUP6793X88ATIL14	04/01/14	04/01/15	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		N/A	Z072595402	04/01/14	04/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as additional insured as respects general liability and auto if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

LAKEW01 City of Lake Worth Purchasing Department 1900 2nd Ave; North Lake Worth, FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RFP 14-210

Cost Proposal

In accordance with the specifications and Scope of Work included with this bid, the following is the recommended lump sum bid pricing in order to evaluate the total bid as submitted with your proposal. These prices are used as a tool for the evaluation of the bid(s).

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	FULL REMOVAL AND REPLACEMENT OF THE EXISTING CHILLER UNIT WITH ALL ASSOCIATED WORK AS DESCRIBED IN THIS BID AND ADDENDA(S)	1	LS	59,040.00	59,040.00
			BASE BID TOTAL		59,040.00

Name of Firm: E. C. Stokes Mechanical Contractor, Inc.

Print Name: Susan Stokes Title: President

SIGNATURE:  Date: 9/30/2014



September 30, 2014

City of Lake Worth
Finance Office – 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33461

**RE: LAKE WORTH CITY HALL CHILLER REPLACEMENT-
EVIDENCE OF ABILITY TO DELIVER ON TIME
RFP #14-210**

PROPOSAL

We are pleased to provide a proposal for (1) 50 Ton, 2 Stage Chiller replacement and HVAC exterior upgrades as indicated in the Bid Documents RFP#14-210 dated 8/24/2014 Addendum #1 dated 9-4-14 & Addendum #2 dated 9-17-14 as outlined below for the **sum of \$ 59,040.00**

HVAC SCOPE

- Remove and dispose of (1) existing air cooled chiller serial #C03M10559
- Furnish and install (1) Trane 50 Ton, 2 Stage Air Cooled Chiller
- Furnish and install (6) Nibco Gate Valves with 316 SS hardware and red rubber gaskets to replace existing
- Furnish and install new conduit raceways to match existing serving new chiller to replace existing
- Furnish and install 2 - 9" Glass Terrice Replacement Thermometers ranging 0-100 F to replace existing
- Furnish and install 4" Glycerin Filled Pressure Gauges ranging 0-100 PSI to replace existing
- Furnish and install new ITT Flow Proving Switch to replace existing
- Furnish and install (6) Carbon Steel Adjustable Pipe Stands with 316 SS fastening hardware
- Furnish and install 3" Carbon Steel Schedule 40 welded pipe and fittings for chilled water piping connections and adaptations as necessary
- Provide Foam Glass Piping Insulation as per Addendum 2
- Furnish and install new wye strainers as indicated
- Provide Permit and Inspection Fees
- Return System to Normal Operation

Continued

City of Lake Worth
RFP #14-210 City Hall Chiller Replacement

September 30, 2014

SCOPE: (Cont'd.)

- In efforts to minimize impact to City Hall employees, all work associated with the function or replacement of the chiller itself is to be performed and completed from Friday 5 PM to Sunday 5 PM
- Provide (5) Year Parts and Labor Warranty on exterior chilled water systems installed by Stokes Mechanical

Should you have any questions, please do not hesitate to contact us.

Sincerely,

E.C. STOKES MECHANICAL CONTRACTOR, INC.

A handwritten signature in black ink, appearing to read 'S. Stokes', written over a horizontal line.

Susan Stokes
President



G) Litigation and/or Terminations (unlimited):

E. C. Stokes Mechanical has been in business since 1963, 51 years. We are proud with our track record of zero litigations and or terminations of any work.

EXHIBIT "B"

CITY HALL CHILLER REPLACEMENT

RFP # 14-210

REGISTRATION FORM

Proposers should complete and return this form to the Finance Office prior **3:00 P.M. EST, Wednesday, September 3, 2014** in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: E.C. Stokes Mechanical Contractor, Inc. d/b/a Stokes Mechanical Contractor

Contact Person: Jason Dunham Title: Estimator

Street: 2001 7th Avenue North

City: Lake Worth State: FL Zip: 33461

Telephone (561) 582-3589 Fax(561) 582-3602

E-Mail Address: estimating@stokes.com AND jdunham@stokes.com

Preferred Method of Receipt: Fax E-Mail

EXHIBIT "C"

PROPOSER INFORMATION PAGE

RFP # 14-210

Company Name: E.C. Stokes Mechanical Contractor, Inc.

Authorized
Signature:



Susan Stokes

Signature

Print Name

Title: President

Physical
Address: 2001 7th Avenue North
Street

<u>Lake Worth</u>	<u>FL</u>	<u>33461</u>
City	State	Zip Code

Telephone: (561) 582-3589 Fax: (561) 582-3602

Email Address: sstokes@stokes.com

Web Site (if applicable): www.stokes.com

Federal Identification Number: 59-1236903

This is a requirement of every Proposer.



CITY OF LAKE WORTH

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

AGENDA DATE: October 21, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Construction Contract with West Construction, Inc. for the 9th Avenue South Greenway Improvements project

SUMMARY:

The Contract authorizes the construction of greenway improvements in the 9th Avenue South right-of-way between South B and South F Streets. A total of \$166,708 in Community Development Block Grant (CDBG) funds has been allocated for this project.

BACKGROUND AND JUSTIFICATION:

On July 13, 2014, the City issued Invitation to Bid #14-125 to solicit bids from responsible and experienced contractors to perform construction services for the 9th Avenue South Greenway Improvements project in the public right-of-way between South B Street and South F Street. The scope of work to be performed consists of clearing and grubbing, fine grading to provide positive surface drainage, sidewalk construction with driveway access aisles, sod and related landscaping, irrigation system and applicable work.

At the bid opening conducted on August 14, 2014, the City received four bids as follows:

Bidder	Project Cost
West Construction, Inc.	\$166,708.00
Weekley Asphalt Paving, Inc.	\$295,617.56
JMW Construction Corp.	\$219,880.71
Sunshine Land Design, Inc.	\$234,367.90

West Construction, Inc. was determined to be the low responsive and responsible bidder to this competitive sealed bid process. Staff issued a Notice of Recommendation to Award (NORA) the construction contract to West Construction, Inc. on August 19, 2014. The City provided a five day period to receive protests to this NORA during which none were filed. Palm Beach County Department of Community Sustainability subsequently approved the City's solicitation process and intent to award the construction contract to West Construction, Inc.

MOTION:

I move to approve/not approve the Construction Contract with West Construction, Inc. in an amount not to exceed \$166,708.

ATTACHMENT(S):

Fiscal Impact Analysis
Construction Contract
Exhibit A – Federal Requirements
Exhibit B – Wage Decision

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	166,708	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	166,708	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

CDBG/Inter Local PBC	Project FG1404 - West Construction					
	Account Number (s)	Account Description (s)	FY 2015 Budget	Amended FY 2015 Budget	Project Balance	Agenda Expenses
180-9710-539-63-15	Improv other than Bldg	465,542	1,249,926	177,396	(166,708)	10,688

Note: the FY15 Budget Amendment is being proposed tonight, October 21, 2014. Without the budget amendment the funding can be reallocated from Project FG1405, due to this project being abandoned.

C. Department Fiscal Review: Barbara Hiller – Asst Finance Director

**CONSTRUCTION CONTRACT FOR
9th AVENUE SOUTH GREENWAY PROJECT
South "B" Street to South "F" Street
IFB # 14-125 (Re-bid)**

THIS CONSTRUCTION CONTRACT ("Contract") is entered on the _____ day of _____, 2014, by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **West Construction, Inc.**, a Florida corporation, with its principal place of business at 318 South Dixie Highway, Suite 4-5, Lake Worth Florida 33460 ("Contractor").

WHEREAS, the City re-issued Invitation For Bid # 14-125 for construction services for the project known as the 9th Avenue South Greenway Project (from South "B" Street to South "F" Street) ("IFB"); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the City desires to award the IFB to the Contractor for the 9th Avenue South Greenway Project (from South "B" Street to South "F" Street) ("Project"); and

WHEREAS, the City finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the Contractor, 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. DOCUMENTS, ADMINISTRATOR, PRICE AND GRANT AGREEMENT.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents are: this Contract; the IFB (including, but not limited to, the plans issued therewith); the underlying Community Development Block Grant Agreement (dated February 4, 2014) that funds the Project (as may be amended); the bid submitted by the Contractor; and, any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	The Community Development Block Grant Agreement (including its Requirements for Federally Funded Projects)
Second Priority:	Duly executed Change Orders
Third Priority:	Plans issued with the IFB
Fourth Priority:	This Contract
Fifth Priority:	Remainder of the IFB
Sixth Priority:	Contractor's Bid

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.3 Contract Price. The Contract Price shall be \$166,708.00 (One Hundred Sixty-Six Thousand Seven Hundred Eight Dollars and 00/100 Cents) which shall be payable in accordance with paragraph 3 of this Contract. The Contract Price includes the cost for the Public Construction Bond.

1.4 The Community Development Block Grant Agreement. The Project is being funded in whole or in part by the City's Community Development Block Grant Agreement, dated February 4, 2014 (as may be amended) with Palm Beach County, which includes the Requirements for Federally Funded Projects ("Grant Agreement"). The Contractor shall abide by all requirements and obligations imposed on the City or the City's subcontractor (or as otherwise identified) under the Grant Agreement. This includes, but is not limited to, the Contractor abiding by all federal HUD Section 3 requirements; conditions of payment; reports; audits; prior written approvals; termination; and, all requirements stated in the Requirements for Federally Funded Projects (a copy of which is attached hereto as **Exhibit "A"**). If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the City and Contractor to be extended.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 Substantial completion of the work shall be within **120 calendar days** from the notice to proceed. Final completion of the work and all punch-list items (if any) shall be within **30 calendar days** from substantial completion.

2.2 **Liquidated Damages. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work described in the Contract Documents not completed within the times specified in paragraph 2.1 above. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars (\$500.00) for each day that expires after the time specified in paragraphs 2.1.**

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

City of Lake Worth
Attn: Finance Department
7 N. Dixie Highway
Lake Worth, FL 33460

The City's Finance Department will review each invoice submitted by the Contractor. If approved by the City's Finance Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

- 3.2 Payment to the Contractor shall be made pursuant to Community Development Block Grant Agreement and in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment to the Contractor as retainage until fifty percent (50%) of the Contract Price is paid to the Contractor. Upon payment of fifty percent (50%) of the Contract Price to the Contractor, the City will withhold only five percent (5%) of each payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the Contract Price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).
- 3.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. Along with submission of its Final invoice, the Contractor shall submit all required documentation to the City and/or Palm Beach County pursuant to the Grant Agreement, including but not limited to, the Davis-Bacon original payroll records. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the Contract Price including any amount held as retainage.
- 3.4 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.
- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.
- 3.6 **Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.**

Article 4. SUBCONTRACTS

No more than 25% of dollar value of the total work may be accomplished by subcontractors. Balance of work must be accomplished by selected Contractor's own forces.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given Contract Administrator written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to the Contractor.

Article 6. INDEMNITY.

The parties recognize that the Contractor is an independent contractor. The Contractor 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, 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 Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor'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 Contractor against the City and the Contractor 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 Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor 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 Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in

accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor 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 Contractor 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 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. 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.

Article 7. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 8. PUBLIC CONSTRUCTION BOND.

- A. In accordance with the provisions of section 255.05, Florida Statutes, the Contractor shall provide to the City, on forms furnished by City in the IFB or substantially similar as approved by the City, a 100% Public Construction Bond ("Bond") in an amount not less than the total Contract Price by a Surety Company acceptable to the City. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety. Moreover, Contractor agrees that the following language shall be expressly included within the language of its Public Construction Bond (with the City identified as the "City"):

"The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract. The Surety waives all rights against City and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against City for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by City as fiduciary."

B. To be acceptable to the City as the City, a Surety Company shall comply with the following provisions:

- (1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (2) The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (4) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Proposal is issued.
- (5) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- (6) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - (a) **Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.**
 - (b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

C. The cost of the Public Construction Bond shall be a direct pass through cost to the City from the Contractor without any mark-up.

Article 9. TERMINATION.

A. TERMINATION BY CITY: The City may terminate the Contract and the Contract Documents if the Contractor:

- (a) refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) **takes action, short of declaring bankruptcy, evidencing insolvency;**
- (e) **fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,**
- (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
- (b) finish the Work by whatever reasonable method the City may deem expedient.

The Contractor and its sureties shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

B. TERMINATION BY THE CITY FOR CONVENIENCE

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

- (a) cease operations as directed by the City in the notice;
- (b) take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination including termination payments to Subcontractors and demobilization costs.

Article 10. MISCELLANEOUS.

- 10.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the City's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders
- 10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references

herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

- 10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract 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 Contract.
- 10.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.7 Governing Law; Consent to Jurisdiction: This Contract 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 submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, 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 part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.10 Effective date: The effective date of this Contract is the date the Contract is approved by the City Commission.
- 10.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
 - (a) Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Contract.

- (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- 10.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.13 PALM BEACH COUNTY IG: 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.
- 10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.
- 10.15 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.16 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- 10.17 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

- 10.18 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its Subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The City grants to the Contractor and Contractor's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's Subcontractors in future projects of the Contractor or Contractor's Subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's Subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.
- 10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.20 Contractor hereby waives any and all rights to Subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- 10.21 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the City:

City of Lake Worth
Attn: City Manager
7 N. Dixie Highway
Lake Worth, FL 33460

and to the Contractor as follows:

West Construction, Inc.,
318 South Dixie Highway, Suite 4-5,
Lake Worth Florida 33460

Either party may amend this provision by written notice to the other party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for 9th Avenue South Greenway Project to be executed the day and year first shown above.

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
Glen J. Torcivia, City Attorney

CONTRACTOR: **WEST CONSTRUCTION, INC.**

By: Martha A. Morgan

Print Name: **MARTHA A. MORGAN**
PRESIDENT

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 9 day of October, 2014, by Martha A. Morgan, as President of West Construction, 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:

Aurora Vega
Print Name: Aurora Vega
My commission expires: 12-08-2017

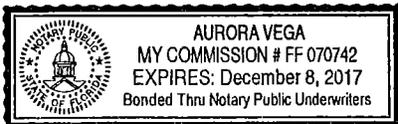


EXHIBIT "A"

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

28 pages

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME:	City of Lake Worth - 9th Ave South Greenway Project
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This project is funded in part, or in whole, with 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 bid document/contract, the requirements contained herein shall govern. **Note: This document must be included in the bid documents for this project, and it must be made part of the contract/subcontracts for the project.**

1. General Requirements:

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Public Entity Crimes - Section 287.133, Florida Statute
- Bonding Requirements
- 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
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

2. <u>Forms to be completed and submitted by all bidders with their bids:</u> The following forms are attached: <ul style="list-style-type: none">- Noncollusion Affidavit of Prime Bidder- Anti-kickback Affidavit- Certification of Eligibility of General Contractor- Certification of Nonsegregated Facilities- Workforce Projection
--

3. Form for the successful bidder for use by subcontractors 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 construction contract was awarded, and
 - with the final payment request

(The attached form has been condensed, ask County for a larger form on legal size paper)

5. Davis-Bacon Act:

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. Attached are the pertinent forms:

- Display of Posters
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below are attached:

Wage Decision(s) No.:	FL140225 - Mod 0 - Highway
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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for minority participation for each trade</u>	<u>Goals for female participation in each trade</u>
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

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.

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STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Island (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with what ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

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 Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

BONDING REQUIREMENTS
CONSTRUCTION CONTRACTS

Except as otherwise required by law, the following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts exceeding \$100,000. Refer to the bid specifications for the applicability of these requirements to projects with contracts valued at \$100,000 or less.

1. BID SECURITY (BID GUARANTEE)

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.

Each bid shall be accompanied by a certified check, cashiers check or bid bond in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner.

All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. BONDS

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the contract, and the bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

LEAD-BASED PAINT POISONING PREVENTION ACT

- References:
- 24 CFR Part 570
 - 24 CFR Part 35
 - Lead-Based Paint Poisoning Prevention Act, as amended
 - Residential Lead-Based Paint Hazard Reduction Act of 1992
 - 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 pf Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued thereunder.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

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

(1) He is _____ of _____, the Bidder that
has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(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 Bid in connection with the Contract for which the attached Bid 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 Bid or of any other
Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid 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 Bid 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 ____ day of _____ 20__ by _
_____, who is personally known to me or who has produced _
_____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am _____ of _____, the bidder that has
submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with
the work to be performed at the property identified above 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.

Signature

Subscribed and sworn to (or affirmed) before me this ___ day of _____ 20__ by
_____, who is personally known to me or who has produced ___
_____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that
(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(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 General 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 General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction 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 General 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 General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General 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 ____ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder 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 bidder 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 bidder 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 bidder 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: _____

Company Name and Address:

Signature

Name and Title

Date

WORKFORCE PROJECTION

PROJECT NAME:	City of Lake Worth - 9th Ave South Greenway Project
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all
- Derrick, or Dragline
- Earthmover
- Excavator
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: _____)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greasemen
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Piledriver
- Power Subgrade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver (type: _____)
- Other: _____
- Other: _____

OTHER WORK CLASSIFICATIONS

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (type: _____)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other: _____

Submitted by: _____
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**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**
(for use by subcontractors)

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 transaction 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.

Project Name: _____

Subcontractor Name: _____

Address: _____

By: _____

Name and Title	Signature	Date
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CONTRACT AWARD REPORT

Project Name:		Report Date:	
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Prime Contractor Information - construction 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-Contractor Information - construction sub-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 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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SAMPLE
DO NOT USE

Other Contractor Information - non-construction contracts funded in whole or in part by HCD (such as consultants, engineers, architects, surveyors, etc.)

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
//////////							//////////	////					
//////////							//////////	////					

(A) Type of Trade Codes:

- Concern: Enter Yes or No
- 1 = New Construction
- 2 = Substantial Rehab
- 3 = Repair
- 4 = Service
- 5 = Project Mangt.

(B) Racial/Ethnic Codes

- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Engrg./Appraisal
- 0 = Other

(C) Section 3 Business

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans

DISPLAY OF POSTERS

The contractor shall, for each federally funded project, supply a standard display of posters at the job site as follows:

One (1) 24" x 36" display surface with clear acrylic cover sheet for all-weather protection and easy visibility of posters on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Housing and Community Development.

Cost of poster mounting boards and posts are to be paid by the contractor.

Posters for display will be provided by Palm Beach County Housing and Community Development at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

Display board and required posters must be maintained in a legible condition through the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Housing and Community Development.

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Federal Labor Standards Provisions

U.S. Department of Housing
And Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1: (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(ii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

A.2: (I) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom, they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3: (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs.

(Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

(II)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include and individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web Site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> Or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance." signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

A.4: Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the

Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not register or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

A.5: Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

A.6: Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract with all the contract clauses in this paragraph.

A.7: Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

A.8: Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

A.9: Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

A.10: (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

A.11: Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act The provisions of this Paragraph B are applicable where the amount of prime contract exceeds \$100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontracting contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**Form HUD-4010 (06/2009)
ref. Handbook 1344.1**

GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the

Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices / Helpers

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

EXHIBIT "B"

WAGE DECISION FL140225 MODIFICATION -0-

>

General Decision Number: FL140225 01/03/2014 FL225

Superseded General Decision Number: FL20130284

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014

SUFL2013-043 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.69	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.09	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.81	0.00
INSTALLER - GUARDRAIL.....	\$ 13.96	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.58	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.99	0.00
LABORER: Common or General.....	\$ 10.66	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00

7/2/2014

LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 14.82	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 11.29	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.66	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 16.23	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.70	0.00
OPERATOR: Bulldozer.....	\$ 16.00	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 16.22	0.00
OPERATOR: Crane.....	\$ 21.66	0.00
OPERATOR: Curb Machine.....	\$ 20.76	0.00
OPERATOR: Distributor.....	\$ 14.76	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 15.75	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 13.87	0.00
OPERATOR: Loader.....	\$ 14.19	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.03	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 15.51	0.00
OPERATOR: Tractor.....	\$ 10.79	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.02	0.00
TRAFFIC CONTROL: Traffic Control Specialist.....	\$ 12.32	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 15.23	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vactor Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.25	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.



CITY OF LAKE WORTH

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

AGENDA DATE: October 21, 2014, Regular Meeting

DEPARTMENT: IT Department

EXECUTIVE BRIEF

TITLE:

Microsoft Enterprise Agreement with Microsoft Corporation for Office Professional Plus and SQL software licensing

SUMMARY:

This Agreement authorizes the City to purchase licenses over a three year period through SHI International Corporation, the sole source supplier for Microsoft Software under Florida State Term Contract No. 252-001-09-1 in an amount not to exceed \$150,000.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth is currently using Office 2007 for word processing, spreadsheets, databases, and general automation. Mainstream support ended October 9, 2012, (extended support ends October 10, 2017). In addition, the City is currently using SQL 2000 & 2005 for database server services. Mainstream support for SQL 2000 ended April 8, 2008 (extended support ended April 9, 2013) and for SQL 2005 mainstream support ended April 12, 2011 (extended support will end April 12, 2016).

Mainstream support for both products has already ended. In order to provide the City with a supportable infrastructure, and avoid support issues, the upgrade to new Microsoft software and the decommissioning of the currently used software is necessary.

The enterprise agreement allows the City to purchase the licenses over a three year period at the best available pricing with the added benefit of software assurance. Software assurance provides 24/7 support, the latest software releases, deployment planning services, enhanced technical capabilities, end-user and technical training, and home use. Furthermore, it will help standardize IT and simplify license management.

Pursuant to section 2-112(h) of the City's Procurement Code, the City is authorized to piggy-back State term contracts.

MOTION:

I move to approve/disapprove a three year agreement with Microsoft Corporation for an amount not to exceed \$150,000.00.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

A. Three Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017
Capital Expenditures	\$50,000.00	\$50,000.00	\$50,000.00
Operating Expenditures	0	0	0
External Revenues	0	0	0
Program Income	0	0	0
In-kind Match	0	0	0
Net Fiscal Impact	\$50,000.00	\$50,000.00	\$50,000.00

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

Information Tech	Microsoft Enterprise Agreement					
Account Number (s)	Account Description	FY 2015 Budget	Available Project Balance	Budget Transfer	Agenda Expenses	Remaining Project Balance
510-1520-519.64-15	Capital -Information Tech	395,000	50,000	-	\$ (50,000)	-

Funding for the remaining two years of the agreement will be identified for the same amounts for fiscal year 2016 and 2017, for a total amount not to exceed \$150,000.00.

C. Department Fiscal Review:

Nelly Peralta – Assistant IT Director
Barbara Hiller – Assistant Finance Director

Enterprise Enrollment – Custom

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Proposal ID	K451
Previous Enrollment number <i>(Reseller to complete)</i>		Earliest expiring previous Enrollment end date ¹	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrollment Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. If renewing Software Assurance, the Reseller will need to insert the previous enrollment or agreement number and end date in the respective boxes above.

Term. This Enrollment will expire on the last day of the month, 36 full calendar months from the effective date unless otherwise renewed. Any reference in this Enrollment to "day" will be a calendar day.

Product order. The Reseller will provide Enrolled Affiliate with Enrolled Affiliate's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Enrolled Affiliate and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number and end date must be identified in the respective boxes above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product List and chosen by Enrolled Affiliate under this Enrollment.

“Enterprise Online Service” means any Online Service designated as an Enterprise Online Service in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product List and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products may only be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Expiration Date” means the date upon which the Enrollment expires.

“Industry Device” (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) (“Industry Program”). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

“Qualified Device” means any personal desktop computer, portable computer, workstation, or similar device that is used by or for the benefit of Enrolled Affiliate’s Enterprise. It does not include: (1) any computer that is designated as a server and not used as a personal computer, (2) any Industry Device, (3) any device running an embedded operating system (e.g., Windows Phone 7) that does not access a virtual desktop infrastructure, or (4) any device that is not managed and/or controlled either directly or indirectly by Enrolled Affiliate’s Enterprise. Enrolled Affiliate may include as a Qualified Device any device which would be excluded above (e.g., Industry Device).

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product List.

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product List, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“Transition” means the conversion of one or more License to or from another License(s). Products eligible for Transition and permitted Transitions are identified in the Product List.

“Transition Period” means the time between the Transition and the next Enrollment anniversary date for which the Transition is reported.

2. Purpose.

This Enrollment enables Enrolled Affiliate’s Enterprise to obtain, or subscribe to, Licenses for Enterprise Products, Enterprise Online Services, and Additional Products. Enrolled Affiliate may choose between on-premise software and Online Services as well as the ability to transition Licenses to Online Services while maintaining Enterprise-wide coverage. Additionally, Enterprise Online Services may be purchased without Enterprise-wide coverage.

3. Product Use Rights, Qualifying Systems Licenses and Transitions.

In addition to applicable terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. **Product Use Rights.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.
- b. **Qualifying systems Licenses.** The operating system Licenses granted under this program is upgrade Licenses only. Full operating system Licenses are not available under this program. If Enrolled Affiliate selects any Desktop Platform, Windows Desktop Operating System Upgrade, or Windows Intune, all Qualified Devices on which Enrolled Affiliate expects to run the Windows Desktop Operating System Upgrade must be licensed to run, and have installed on them, one of the qualifying operating systems identified in the Product List. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent orders and system refreshes during the term of this Enrollment. Exclusions are subject to change when new versions of Windows are released.

For example: The following are not considered qualifying operating systems: (1) ANY Windows Home or Starter edition; (2) Embedded Systems; and (3) Linux. These are examples of exclusions only and may change. Please see Product List for all current qualifying operating systems.

- c. **Transitions.** The following requirements apply to Transitions:
 - (i) Licenses with active Software Assurance or Subscription Licenses may be Transitioned at any time if permitted in the Product List. While Enrolled Affiliate may Transition any time, it will not be able to reduce Licenses or associated Software Assurance prior to the end of the Transition Period.
 - (ii) If a Transition is made back to a License that had active Software Assurance as of the date of Transition, then Software Assurance will need to be re-ordered for all such Licenses on a prospective basis following the Transition Period. Software Assurance coverage may not exceed the quantity of perpetual Licenses for which Software Assurance was current at the time of any prior Transition. Software Assurance may not be applied to Licenses transferred by Enrolled Affiliate.
 - (iii) If a device-based License is Transitioned to a user-based License, all users of the device must be licensed as part of the Transition.
 - (iv) If a user-based License is Transitioned to a device-based License, all devices accessed by the user must be licensed as part of the Transition.
- d. **Effect of Transition on Licenses.** Transition will not affect Enrolled Affiliate's rights in perpetual Licenses paid in full.
 - (i) New version rights will be granted for perpetual Licenses covered by Software Assurance up to the end of the Transition Period.
 - (ii) For L&SA not paid in full at the end of the Transition Period, Enrolled Affiliate will have perpetual Licenses for a proportional amount equal to the total of installments paid versus total amounts due (paid and payable) for the Transitioned Product.
 - (iii) For L&SA not paid in full or granted a perpetual License in accordance with the above or Subscription Licenses, all rights to Transitioned Licenses cease at the end of the Transition Period.

4. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment are subject to Section 2(e)(i) of the Enterprise

Agreement, as amended, throughout the term of the Enrollment. Price Level's will be captured in the Product Selection Form.

- b. **Setting Prices.** Enrolled Affiliate's prices for each Product will be established by its Reseller. Microsoft's prices for Resellers are fixed throughout the Enrollment term based upon current prices at the time of the initial order for the Product. This includes the following:
 - (i) Any future pricing (if applicable); and
 - (ii) Prices for Transitions, including any prices related to the use of a Product during the Transition Period (if applicable).

5. **Order requirements.**

- a. **Minimum Order Requirements.** Except as may be otherwise agreed to in writing, Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 250 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- b. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** Enrolled Affiliate may add new Enterprise Products by entering into a new Enrollment or as part of a renewal. New Enterprise Online Services may be added by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products must be included in the next true-up order. Enrolled Affiliate must Licenses for Online Services prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses (e.g., Enterprise CAL).
- c. **True-up orders.** Enrolled Affiliate must submit an annual true-up order that accounts for changes since the initial order or last true-up order, including: (1) any increase in Licenses, including any increase in Qualified Devices or Qualified Users and Reserved Licenses; (2) Transitions (if permitted); or (3) Subscription License quantity reductions (if permitted). Microsoft, at its discretion and as permitted by applicable law, may validate the customer true-up data submitted through a formal product deployment assessment, using an approved Software Asset Management ('SAM') Partner.

The true-up order must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year anniversary true-up order is due within 30 days prior to the Expiration Date. Enrolled Affiliate may true-up more often than at each Enrollment anniversary date except for Subscription License reductions.

- (i) **Enterprise Products.** Enrolled Affiliate must determine the current number of Qualified Devices and Qualified Users (if ordering user-based Licenses) and order the License difference (if any), including any Enterprise Online Services.

(ii) **Additional Products.** For Products which have been previously ordered, Enrolled Affiliate must determine the Additional Products used and order the License difference (if any).

(iii) **Online Services.** For Online Services identified as eligible for true-up orders in the Product List, Enrolled Affiliate must first reserve the additional Licenses prior to use. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively for the prior year based upon the month in which they were reserved.

(iv) **Late true-up order.** If the true-up order is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered.
- 2) Transitions and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

(v) **Transitions.** Enrolled Affiliate must report all Transitions. Transitions may result in an increase in Licenses to be included on the true-up order and a reduction of Licenses for prior orders. Reductions in Licenses will be effective at end of the Transition Period. Associated invoices will also reflect this change.

(vi) **Subscription License Reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses on a prospective basis if permitted in the Product List as follows:

- 1) For Subscription Licenses part of an Enterprise-wide commitment, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices identified on the Product Selection Form. Step-up Licenses do not count towards this total count.
- 2) For Enterprise Online Services not a part of an Enterprise-wide commitment, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(vii) **Update statement.** An update statement must be submitted instead of a true-up order if, as of the initial order or last true-up order, Enrolled Affiliate's Enterprise has not: (1) changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative. The update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The last update statement is due at least 30 days prior to the Expiration Date.

d. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

- (iii) If Enrolled Affiliate has previously ordered an Online Service as an Additional Product and wants to step-up to an Enterprise Online Service eligible for a Transition, the step-up may be reported as a Transition.
- (iv) If Enrolled Affiliate Transitions a License, it may be able to further step-up the Transitioned License. If Enrolled Affiliate chooses to step-up and the step-up License is separately eligible to be Transitioned, such step-up Licenses may result in a License reduction at the Enrollment anniversary date following the step-up.

6. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

7. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new Agreements and Enrollments.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Government Partner must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Government Partner must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Online Services not eligible for an Extended Term.** If Online Services are not identified as eligible for an Extended Term in the Product List, the Licenses will be

cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

(iv) Customer Data. Upon expiration or termination of a License for Online Services, Enrolled Affiliate must tell Microsoft whether to:

- 1) disable its account and then delete its Customer Data ("Data Deletion"); or
- 2) retain its Customer Data in a limited function account for at least 90 days after expiration or termination of the License for such Online Service (the "Retention Period") so that Enrolled Affiliate may extract its Customer Data.
- 3) If Enrolled Affiliate indicates Data Deletion, Enrolled Affiliate will not be able to extract its Customer Data. If Enrolled Affiliate indicates it wants a Retention Period, Enrolled Affiliate will be able to extract its Customer Data through Microsoft's standard processes and tools, and Enrolled Affiliate will reimburse Microsoft if there are any applicable costs to the extent allowed by applicable law. If Enrolled Affiliate does not indicate either Data Deletion or a Retention Period, Microsoft will retain Enrolled Affiliate's Customer Data in accordance with the Retention Period.
- 4) Following the expiration of the Retention Period, Microsoft will disable Enrolled Affiliate's account and then delete its Customer Data.
- 5) Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data. Enrolled Affiliate agrees Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

d. Termination.

(i) Termination for cause. Either party to an Enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices (even if such non-payment is caused by non-appropriation of funds). Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice and opportunity to cure..

(ii) The parties acknowledge and agree that the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funds are not appropriated by the Legislature, the State of Florida will provide 30 days written notice to Microsoft of such non-appropriation and intent to terminate any applicable Enrollments. **(iii)**

(iii) Early termination.

If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminate an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

§ It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

§ It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of

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installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

- (iv) **Effect of termination or expiration.** When an Enrollment expires or is terminated,
 - § Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
 - § Enrolled Affiliate's right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.
- (v) **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.
- (vi) **Enterprise Agreement Program updates.** Microsoft may make a change to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments. For Subscription Licenses, in the event of a breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Affiliates are included in the Enterprise. Check only one box in this section:

- Enrolled Affiliate
 Enrolled Affiliate and the following Affiliate(s):

- Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity (must be legal entity name)* City of Lake Worth
Contact name* First Nelly Last Peralta
Contact email address* nperalta@lakeworth.org
Street address* 7 North Dixie Hwy
City* Lake Worth **State/Province*** FL
Postal code* 33460-3725
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 561 533 7342 **Fax**
Tax ID

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may

grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as primary contact

Name of entity*

Contact name* First Last

Contact email address*

Street address*

City* State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone* Fax

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

c. Microsoft Account Manager. Microsoft Account Manager for this Enrolled Affiliate is:

Microsoft account manager name:

Microsoft account manager email address:

d. Media delivery contact (DO NOT COMPLETE IF ATTACHING MEDIA ELECTION FORM).

This is the contact at the ship to/electronic delivery address.

Same as notices contact and Online Administrator

Name of entity*

Contact name: First* Last*

Contact email address (required for online access)*

Street address (no PO boxes accepted)*

City* State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone* Fax

e. Online Services Manager. This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses, step-up, and initiate Transitions prior to a true-up order.

Same as notices contact and Online Administrator

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

f. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset **State/Province*** NJ **Postal code*** 08873

Country* USA

Contact name*

Phone* 888 764 8888 **Fax**
Contact email address*

The undersigned confirms that the information is correct.

Name of Reseller* SHI International Corp
Signature* _____
Printed name*
Printed title*
Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- g. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- Additional notices contact
 - Software Assurance manager
 - Subscriptions manager
 - Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

Enterprise and Enterprise Subscription Enrollment Product Selection Form – Amendment ID CTM -SplitCC

The following Amendment *replaces* the standard Enterprise and Enterprise Subscription Enrollment Product Selection Form and Amends the “Order Requirements” Section of the Enrollment.

This Amendment enables the Enrolled Affiliate the ability to meet the initial Enrollment Order requirements with Products other than Enterprise Products and Enterprise Online Services Products. These Products are captured under the Platform Option of “Enterprise Product Components” specified in Step 1 below. Enrolled Affiliate may select “Enterprise Product Components” for all Qualified Users/Devices without the requirement of also having Enterprise Products or Enterprise Online Services specified on this Amendment.

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

Enterprise Products. Choose platform option: Components only (not full platform)

Qualified Devices:

Qualified Users:

Enterprise Online Services

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products ²	Quantity
Office Professional Plus	
Office Pro Plus	275
Office Pro Plus for Office 365	
Office Standard	
Office 365 Plans¹	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	

Products ²	Quantity
Client Access License (CAL). Choose 1 option for either Core CAL or Enterprise CAL	
<input type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: <Choose One>	
Enterprise Product Components. Choose 1 or multiple Components	
<input type="checkbox"/> Windows CAL	
<input type="checkbox"/> Exchange Standard CAL	
<input type="checkbox"/> SharePoint Standard CAL	
<input type="checkbox"/> Lync Server Standard CAL	
<input type="checkbox"/> System Center Configuration Manager Client ML	
<input type="checkbox"/> Forefront End Point Protection	
<input type="checkbox"/> Windows Remote Desktop Services CAL	
<input type="checkbox"/> Exchange Enterprise CAL	
<input type="checkbox"/> SharePoint Enterprise CAL	
<input type="checkbox"/> Lync Server Enterprise CAL	
<input type="checkbox"/> System Center Client Management Suite ML	
<input type="checkbox"/> Forefront Protection Suite	
<input type="checkbox"/> Forefront Unified Access Gateway CAL	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: <Choose One>	
Windows Desktop	
Windows OS Upgrade	
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on ³	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP) ⁴	
SQL Server Device CAL	
SQL Server User CAL	

If selecting Windows Desktop or Windows Intune option, Enrolled Affiliate acknowledges the following:

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimagine the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

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Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products ²
<input type="checkbox"/> Office Pro Plus for Office 365
<input type="checkbox"/> Office 365 (Plan E1)
<input type="checkbox"/> Office 365 (Plan E2)
<input type="checkbox"/> Office 365 (Plan E3)
<input type="checkbox"/> Office 365 (Plan E4)
<input type="checkbox"/> Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/> Windows Intune
<input type="checkbox"/> Windows Intune Add-on ³

Step 4. Establish the Enrolled Affiliate's Price Level. Enrolled Affiliate must first count the quantity of Software Assurance and Licenses in each of the groups as described below by using the quantities entered in the above table. If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "D" throughout the term of the Enrollment. Do not include Bridge CALs, as License quantities are determined by the corresponding Enterprise Online Service(s).

Products	Price Group	Qty from above	Qty	Price Level
Office Professional Plus + Office Professional Plus for Office 365 + Office 365 (Plans E2–E4)	1	275	250 and Above	D
Client Access License + Office 365 (Plans E1-E4) + Enterprise Product Components	2			
Client Access License + Windows Intune Add-on + Windows Intune + Enterprise Product Components	3			
Windows Desktop Upgrade + Windows VDA + Windows Intune	4			
Product Offering/Pool				Price Level
Enterprise Products and Enterprise Online Services: Set price level using the highest quantity from Groups 1 through 4				D
Additional Product Application Pool: Set price level using quantity from Group 1				D
Additional Product Server Pool: Set price level using the highest quantity from Group 2 or 3				D
Additional Product Systems Pool: Set price level using quantity from Group 4				D

¹ Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

² Additional Products may be included on the order, but are not selected on this form.

³ Windows Intune Add-on requires purchase of Windows OS Upgrade or Windows VDA.

⁴ MDOP requires purchase of Windows OS Upgrade, Windows VDA, or Windows Intune.

This form must be attached to a signature form to be valid.



Program Signature Form

MBA/MBSA number	U0275474	Proposal ID
Agreement number	01E73214	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-02113 (K451)
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Lake Worth
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature _____ Printed First and Last Name Printed Title Signature Date <small>(date Microsoft Affiliate countersigns)</small>	 Microsoft Corporation OCT 10 2014 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA



CITY OF LAKE WORTH

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

AGENDA DATE: October 21, 2014, Regular Meeting

DEPARTMENT: City Clerk's Office

EXECUTIVE BRIEF

TITLE:

Ratify members to various City advisory boards

SUMMARY:

This item is to ratify the following appointments / reappointments:

Finance Advisory Board:

Ratify Commissioner Andy Amoroso's appointment of Jason Robinson to the Finance Advisory Board for a term ending on July 31, 2017.

Library Board:

Ratify Commissioner Andy Amoroso's reappointment of Samuel Goodstein to the Library Board for a term ending on July 31, 2019.

BACKGROUND AND JUSTIFICATION:

On February 5, 2013, the Commission adopted an ordinance amending the board member appointment process to allow for the selection of board members by individual elected officials. In accordance with the ordinance, the board appointments would be effective upon ratification by the Commission as a whole.

MOTION:

I move to ratify Commissioner Andy Amoroso's appointment of Jason Robinson to the Finance Advisory Board for a term ending on July 31, 2017, and reappointment of Samuel Goodstein to the Library Board for a term ending on July 31, 2019.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Board Membership Application

Exp 9/23/15



APPLICANT'S NAME: Jason Carter Robinson (Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

If applying for more than one Board/Committee, please number in order of preference. If you have previously submitted an application, it will be removed from our files unless you mark the board(s) previously applied for on this application. Please choose no more than three Boards/Committees for which you wish to apply. When selecting, indicate your first, second, and third preference. You may not serve on two of the following boards/committees at one time: Construction Board of Adjustments and Appeals, Community Redevelopment Agency, Historic Resources Preservation, or Planning & Zoning Boards.

- Board of Trustees Employees' Retirement System *
Board of Trustees Police Retirement System *
Board of Trustees Firefighters' Pension Trust Fund *
Board of Trustees Firefighters' Pension Trust Fund - Division II *
City Recreation Advisory Board
City Tree Board
Community Redevelopment Agency *
Construction Board of Adjustments and Appeals **
Electric Utility Advisory Board
X Finance Advisory Board
Historic Resources Preservation Board **
Library Board
Planning & Zoning Board * **
Sister City Board

* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. PERSONAL

Name: (Mr.) /Mrs./Ms. (circle one) Jason C. Robinson
(print)

Residence: 115 North M Street

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Yes

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) 685-1852 Business Phone: (____) _____

Cell Phone: (____) _____ Email Address: jasoncrobinson@gmail.com

Are you a citizen of the United States? Yes

Are you a registered Palm Beach County voter? Yes

Are you a registered Lake Worth voter? Yes

How long have you been a resident of Lake Worth? 30 Years

List all properties owned and/or business interests in Lake Worth? N/A

What is your occupation? Sr. Contract Auditor

Employer? Office Depot Corporate

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? No

If so, which board? _____

Have you ever served on a City of Lake Worth board? No

If so, when and which board(s)? _____

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? No

If yes, please name the board, position, etc. _____

2. EDUCATION Lake Worth High School Date of Graduation: 6/2002
High School: _____ Date of Graduation: _____
College: Florida Atlantic University Degree: BA Date of Graduation: 5/2007
College: _____ Degree: _____ Date of Graduation: _____
Resume attached? yes no _____

3. WORK EXPERIENCE
8 years of Corporate experience with Office Depot in a variety of roles.
Worked in the areas of General Accounting, Marketing, Merchandising and Legal.

4. INTEREST/ACTIVITIES
Enjoy taking classes in SQL programming and reading books on
different businesses (Amazon, Staples, etc.) and how they operate,
their decision-making and structure.

5. COMMUNITY INVOLVEMENT
Participate in company-led outreach programs such as
volunteering at a soup kitchen and writing grants.

6. Why do you desire to serve on this board (first preference)

I would like to serve on the board to utilize my extensive
Finance background

6. Why do you desire to serve on this board (second preference)

6. Why do you desire to serve on this board (third preference)

Jason C. Robinson
jasoncrobinson@gmail.com

115 North M Street ♦ Lake Worth, Florida 33460 ♦ Telephone: (561) 685-1852

Qualifications:

- Excellent analytical and interpersonal skills; Extensive customer service experience
- 15+ years in the fields of Retail; General Accounting; Finance; Marketing; Merchandising; and Legal
- Proficient in MS Word, Excel, Outlook; Essbase; Cognos; Oracle
- Working knowledge of MS Access and PowerPoint; PeopleSoft; SQL; DB2; Sales Force; Sharepoint

Experience:**Office Depot Corporate** – Boca Raton, Florida

Senior Contract Auditor, Legal, (December 2012 – Present)

- Responsible for planning, managing, conducting complex pricing audits of agreements with Business Solutions Division (BSD) Contract customers.
- Work with Sales Organization and Legal Department to ensure compliance and accuracy of pricing
- Support the Sales Organization in the audit process
- Train new audit personnel.

Item Information Specialist, Merchandising Operations, (September 2011 – December 2012)

- Perform updates to SKU and UPC product information.
- Validates all matching reference numbers for items within Retail, Wholesale and Contract assortments
- Ensure item set up or revision and advertising information is correct.
- Train Merchandising personnel on Item Control processes.

Budget Coordinator, Marketing, (March 2010 – September 2011)

- Assist Director with managing the budget for Visual Merchandising (approx. \$4M-\$6M Annually)
- Track spend and report budget forecasts for the month and year
- Register Vendor Program dollars and reconcile with Actuals
- Processed, indexed and researched invoices

Finance Specialist III – V, General Accounting, (October 2006 – March 2010)

- Reconciled various corporate, international, and retail bank accounts
- Conduct research and analysis of detailed financial transactions
- Assist team in completing departmental projects and initiatives
- Train new team members

Publix Supermarkets – Lake Worth, Florida

Registered Pharmacy Technician (August 2004 – December 2006)

- Assist Pharmacist with verifying and processing prescriptions
- Ring up customers and answer phones

Replenishment Specialist (June 2002 – August 2004)

- Order product for store, unload trucks and stock shelves

Cashier (June 2001 – June 2002)

- Ring up customer orders and package groceries

Front Service Clerk (December 1999 – June 2001)

- Package customer groceries and assist with loading into their vehicle

Palm Beach County – Planning/Zoning/Building – West Palm Beach, Florida

Intern – Site Planner I (July 2006 – October 2006)

- Meet with internal and external clients to address questions or concerns regarding Zoning
- Perform Site Plan reviews to ensure compliance with the Unified Land Code
- Perform Administrative Amendments and On-Call as assigned

Education:

Certificate in SQL Fundamentals

University of South Florida – Tampa, Florida

Bachelor of Arts in Social Science, Minor Political Science

Member, Pi Sigma Alpha (Political Science Honor Society)

Florida Atlantic University – Boca Raton, Florida



Customer Name
JASON ROBINSON

Account Number

Statement Date
September 18, 2014

Service Address
115 N M ST

Last Bill Amount	Payments	Adjustments	Previous Balance	New Charges	Total Amount Due	New Charges Due By
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	10/15/2014

Message Center

Payment Options

- Online : www.lakeworth.org
- Mail:

City of Lake Worth
PO BOX 30552
TAMPA FL 33630-3552

- Customer Service Lobby or After Hours Drop Box
- Automatic Funds Transfer - Visit www.lakeworth.org/utilities/customer-service for the Direct Debit Authorization form.

BEGINNING OCTOBER 1, 2014 WATER RATES WILL INCREASE 5% TO PAY FOR REPLACEMENT OF STEEL WATER DISTRIBUTION LINES; AND WASTEWATER RATES WILL INCREASE 8% TO PAY FOR INCREASED TREATMENT COSTS BEING PASSED THROUGH FROM THE EAST CENTRAL REGION FACILITY IN WEST PALM BEACH. ELECTRIC RATES WILL DECREASE FOR THE FOURTH YEAR IN A ROW!!!!

Summary of New Charges

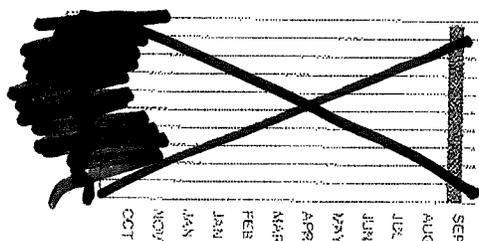
Electric	[REDACTED]
Water	[REDACTED]
Sewer	[REDACTED]
Total New Charges	[REDACTED]
Previous Balance Forward	[REDACTED]
Total Amount Due	[REDACTED]

Electric Service

Electric
Fuel Charge
Public Service Tax
Gross Receipts Tax
Electric Total

Meter #
Service Period: 08/18/2014 to 09/09/2014
Service Days:
Current Read:
Previous Read:
KWH USED:

Electric Usage History

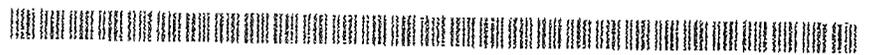


Please see back of statement for additional charges

◆ Detach and return with payment ◆



City of Lake Worth
414 Lake Avenue
Lake Worth, FL 33480-3807



Service Address
115 N M ST

Due Date
10/15/2014

Total Amount Due

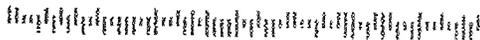
Optional Donation

Care to Share
Tax Deductible

Total Amount
Enclosed

Make check payable to City of Lake Worth

#EWNCTHZ
#0000944050306821#



*****AUTO**8-EIGHT 33460 0 2 P 2
JASON ROBINSON
115 N M ST
LAKE WORTH FL 33460-3419

0001

00019393500002366200000016736

Expires 6/26/15



APPLICANT'S NAME: Sam Goodstein
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

If applying for more than one Board/Committee, please number in order of preference. If you have previously submitted an application, it will be removed from our files unless you mark the board(s) previously applied for on this application. Please choose no more than three Boards/Committees for which you wish to apply. When selecting, indicate your first, second, and third preference. **You may not serve on two of the following boards/committees at one time: Construction Board of Adjustments and Appeals, Community Redevelopment Agency, Historic Resources Preservation, or Planning & Zoning Boards.**

- Board of Trustees Employees' Retirement System *
- Board of Trustees Police Retirement System *
- Board of Trustees Firefighters' Pension Trust Fund *
- Board of Trustees Firefighters' Pension Trust Fund – Division II *
- City Recreation Advisory Board
- City Tree Board
- Community Redevelopment Agency *
- Construction Board of Adjustments and Appeals **
- Electric Utility Advisory Board
- Finance Advisory Board
- Historic Resources Preservation Board **
- 1 Library Board
- Planning & Zoning Board * **
- Sister City Board

* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. **PERSONAL**

Name: Mr./Mrs./Ms. (circle one) Sam Goodstein
(print)

Residence: 1717 12th Ave S. #F4

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: _____

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) 585-4321 Business Phone: (____) _____

Cell Phone: (561) 585-4321 Email Address: goodstei@gmail.com

Are you a citizen of the United States? yes

Are you a registered Palm Beach County voter? yes

Are you a registered Lake Worth voter? yes

How long have you been a resident of Lake Worth? 8 years

List all properties owned and/or business interests in Lake Worth? Holt's
Lazyland Mobile Home Community (family business)

What is your occupation? Social Worker

Employer? Family

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? Yes

If so, which board? Library Board

Have you ever served on a City of Lake Worth board? no

If so, when and which board(s)? _____

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? No

If yes, please name the board, position, etc. _____

2. EDUCATION
High School: Lake Worth CHS Date of Graduation: 1985
College: UNC-Chapel Hill Degree: BA Date of Graduation: 1990
Resume attached? yes _____ no X

3. WORK EXPERIENCE

I've worked extensively with autistic adults, worked at a small business development center, done research for sentencing mitigation for convicts, and am working most recently as a caregiver to older relatives here in Lake Worth.

4. INTEREST/ACTIVITIES

Book collecting, blogging, sailing, and political advocacy for under-represented minorities.

5. COMMUNITY INVOLVEMENT

Vice President and Treasurer, Friends of the LW Library
President, Lake Worth Democratic Club
Treasurer, Lake Worth Sailing Club

6. Why do you desire to serve on this board (first preference)

I grew up here and believe that keeping the library open is a central part of the identity of our city. I want to make sure that it stays active in the lives of the adults and children of our community even as that community changes and the city works to get through its current budgetary struggles.

6. Why do you desire to serve on this board (second preference)

6. Why do you desire to serve on this board (third preference)

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

I have read Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics attached hereto, and understand the policy on the City of Lake Worth's Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.

zune-tuner://windowsphone/e63bbc0e%20-%20fd6ce941%20-%20cb494396%20-%2091caad43

Digitally signed by zune-tuner://windowsphone/e63bbc0e%20-%20fd6ce941%20-%20cb494396%20-%2091caad43
DN: cn=zune-tuner://windowsphone/e63bbc0e%20-%20fd6ce941%20-%20cb494396%20-%2091caad43
Date: 2014.06.26 09:12:34 -0400

PLEASE INITIAL SHG

6/26/2014

Signature

Date

THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE SIGNED ABOVE.

NOTE: Information regarding the duties and responsibilities of any board/committee can be found by visiting our website at www.lakeworth.org then select Residents/Volunteer and select the Volunteer Advisory Board application. If you need additional information, please contact the Volunteer Coordinator at sdonaldson@lakeworth.org or by calling 561-586-1730.

EMAIL APPLICATION TO: sdonaldson@lakeworth.org (preferred method)

or

FAX APPLICATION TO: Volunteer Coordinator (561) 586-1750

or

RETURN APPLICATION TO: Volunteer Coordinator
Lake Worth City Hall
7 North Dixie Highway
Lake Worth, FL 33460

SUNSHINE LAW: The primary purpose of government in the Sunshine Law is to assure public access to the decision making processes of public boards and committees. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and committees.

Florida *The Sunshine State*
DRIVER LICENSE CLASS



SAMUEL HAIM
GOODSTEIN
1717 12TH AVE S # F4
LAKE WORTH, FL 33460-6399

ISSUED: [REDACTED]
EXPIRES: [REDACTED]
REST: [REDACTED]
ENFORCE: [REDACTED]

Samuel Haim Goodstein

[REDACTED]

Operation of a motor vehicle constitutes consent to any sobriety test required by law.



CITY OF LAKE WORTH

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

AGENDA DATE: October 21, Regular Meeting

DEPARTMENT: Human Resources

EXECUTIVE BRIEF

TITLE:

Authorize creation of a new position as part of the Reorganize the Human Resources Department

SUMMARY:

The creation of the Assistant Human Resource Director will provide various functions currently not or under addressed within the Department. This change is within the current budgeted amounts and will not exceed the current departmental budget.

BACKGROUND AND JUSTIFICATION:

On September 15, 2014, the Human Resources Director began her tenure with the City. Since that time, the Director has reviewed the department's organization and staffing and finds the need to restructure duties and responsibilities to best meet the needs of the organization and improve recruitment successes.

The position of Assistant Human Resource Director will be responsible for day-to-day managerial duties of staff, recruiting, retention, compensation, and employee relations/labor issues. Currently these responsibilities are not being covered by an individual within the Department.

On September 23, 2014, the Commission approved Resolution No. 45-2014 adopting the Fiscal Year 2014-15 City budget. This position will be funded with appropriations transfers from salaries, city wide employee training and departmental training & travel for the Human Resource Department in the General (30%), Employee Benefits (30%) and Insurance (40%) Funds.

MOTION:

I move to approve/not approve the creation of an additional position in the Human Resources Department.

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: October 21, 2014, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Discuss Code Compliance Program, Processes and Outcomes Program, Processes and Outcomes

SUMMARY:

The Code Compliance Division has made various programmatic and staffing process improvements over the last three years. The focus of these improvements has been to make the program more efficient, effective, and responsive. The results of these improvements and their effects is provided as a means to update and inform the commission and the general public as to accomplishments of the Division.

BACKGROUND AND JUSTIFICATION:

In an effort to curb the effects of blight and an economic downturn in the community, the Code Compliance Division through the Community Sustainability Department undertook an exhaustive study of the City's current codes and initiated a series of changes including more than 40 ordinance changes. In addition, the roles of staff have been clarified and improved collaborations with the Palm Beach Sheriff's Office (PBSO) and the City Attorney have resulted in a number of code compliance achievements. New or revamped programs include Nuisance Abatement, Chronic Nuisance and Vacant Property Registration. While some of these initiatives have had an immediate impact, others were delayed in their effectiveness based on other components of the process requiring incremental improvements. The day to day activities have increased, the effectiveness of the process is improving and the volume of collection has increased. Although the workload remains voluminous and the number of properties within the city with compliance issues is unacceptable, there is a noticeable improvement in cases being resolved and brought into compliance. To that end, staff is prepared to provide an update of the activities and programs of the division, their effectiveness, and plans for the future.

MOTION:

None

ATTACHMENT(S):

Code Compliance Powerpoint Presentation



Code Compliance Process

Department of Community Sustainability

Code Compliance Division

F.S. 162- A Brief Overview

•**Part 1** – Creation of the Board (Magistrate) The legal framework by which all Code activities are judged. Jurisdictional authority outlined.

•**Part 2 (162.02)** – Intent of the Chapter – to provide an equitable, expeditious, and effective process.

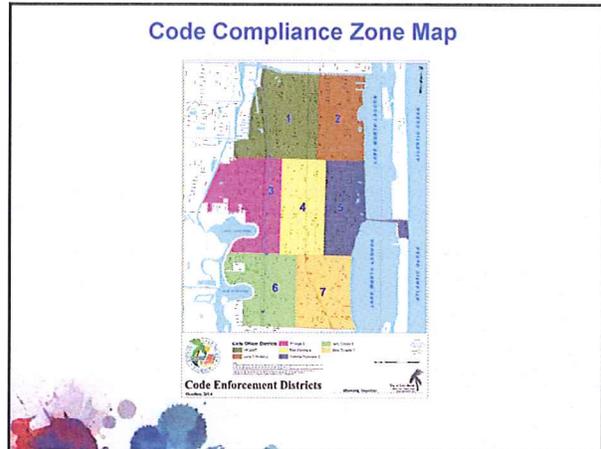
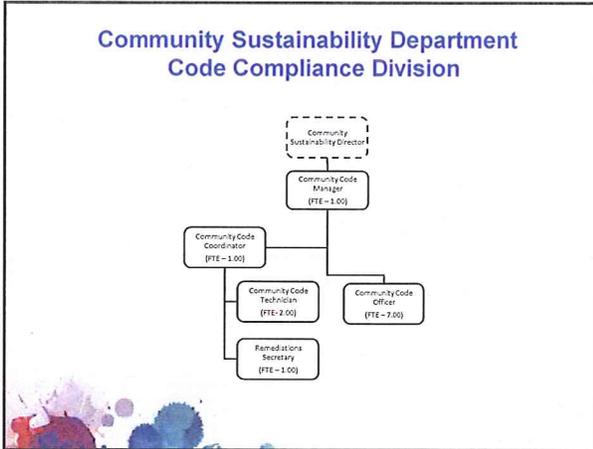
•**Part 3 (162.06)** – Enforcement Procedure- duty to notice, provide reasonable compliance time, right to be heard, and how to deal with life safety issues.

•**Part 4 (162.12)** – Notice- must be clear, include code section quoted, and requirements for correction. Due process mandates have to be followed.

Notice

Procedural Due Process

1. **Notice** – service, time frames, proven
2. **Opportunity to be heard**- can't be arbitrary, applicable to every part of the process
3. **Reasonable time tables** – has to be based on the violation, cannot be standardized



Code Programs & Responsibilities

- I. Traditional Code Compliance
- II. Nuisance Abatement
- III. Chronic Nuisances- PBSO Initiated
- IV. Chronic Nuisance Services
 - 1. Demolitions
 - 2. Board & Secures
 - 3. Lot Clearings
- IV. Vacant, Foreclosed, and Abandoned Property







Code Officer Daily Activities

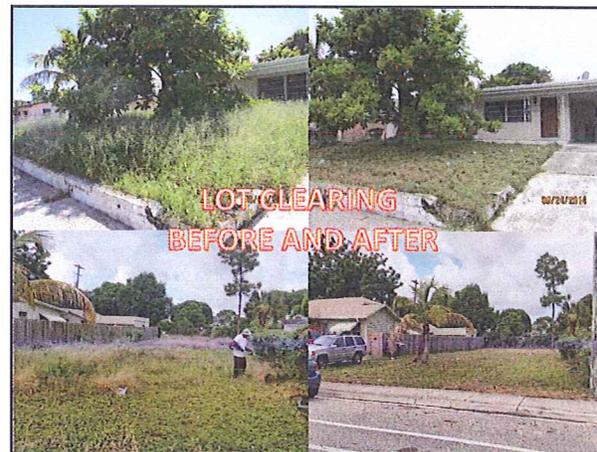
- 8-9 AM
 - Case research
 - Phone calls (returned/made)
 - Email
 - Meet with citizens to resolve cases
 - Turn in new case paperwork
- 9AM – 4PM
 - Scheduled U/O Inspections
 - Scheduled case inspections
 - Complaint Investigations (reactive cases)
 - Routine patrol of zones (generate new proactive cases)
 - Answering calls for service
- 4-5 PM
 - Case research
 - Phone calls (returned/made)
 - Email
 - Meet with citizens to resolve cases
 - Turn in new case paperwork

Code Officer Workload Indicators

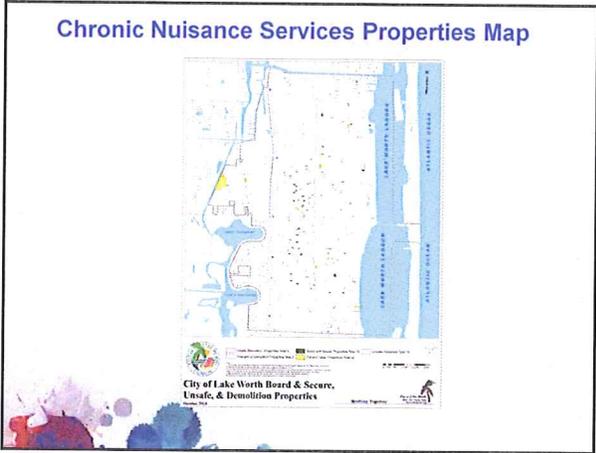
Key Performance Indicators

	FY2012	FY2013	FY2014
New Cases	2,524	1,955	2,540
Closed Cases	2,242	2,314	2,000
Site Inspections	6,091	5,991	5,649
Notices of Violation/Hearing Issued	2,157	2,275	1,659
Special Magistrate Orders Issued	418	531	560
Lot Clearing	0	0	53
Board Use	0	4	105
City Initiated Demolitions	0	3	9
Chronic Nuisance Declarations	0	0	0
Lien Search Letters Issued	0	1,991	1,354
Total Use & Occupancy Inspections	1,693	1,631	1,841
Vacant Property Registrations	752	599	1,135
Vacant Property Regist. Revenue	\$57,150.00	\$74,173	\$55,200.00
Civil Citation Penalty	\$3,450.00	\$7.00	\$2,875.00
Administrative Costs/Fees	\$98,838.17	\$25,743.72	\$95,013.11
Code Fines	\$108,211.64	\$79,870.74	\$313,519.37
Total Code Fine & Fee Revenue	\$345,649.81	\$203,186	\$489,397.45

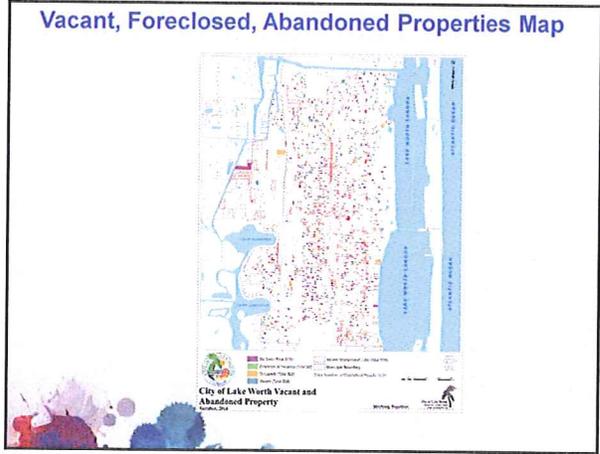
What Compliance Looks Like



Chronic Nuisance Services Properties Map



Vacant, Foreclosed, Abandoned Properties Map





CITY OF LAKE WORTH

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

AGENDA DATE: October 21, 2014, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-28 - First Reading - voluntary annexation of 2.3 acres of land located at 2269 2nd Avenue North and schedule the public hearing date for November 4, 2014

SUMMARY:

The Ordinance provides for the voluntary annexation of approximately 2.301 acres into the Industrial Park of Commerce.

BACKGROUND AND JUSTIFICATION:

The Applicant (property owner) proposes to voluntarily annex an approximately 2.301 acre parcel of land. The request for annexation falls within the scope of a small-scale comprehensive plan amendment. The City's Industrial (I) Future Land Use designation is compatible with the County's existing Land Use designation of Industrial (IND). The City's Industrial – Park of Commerce (I-POC) zoning category is the appropriate zoning category to implement the proposed underlying Land Use category of Industrial.

The parcel located at 2269 2nd Avenue North, is a Palm Beach County “pocket”, in that it lies within the southern border of the City's I-POC zoning district. The new owner intends to continue the existing use. Currently, the site has a Palm Beach County zoning designation of Residential High Intensity (RH), which is not consistent with the Future land Use (FLU) category of Industrial (IND). Thus, the applicant wishes to annex the property into the City's Industrial (I) Future Land Use and the I-POC Zoning District.

The City forwarded the Annexation documents to Palm Beach County, and routed the information through IPARC to allow adjacent municipalities opportunity for comment. No comments or objections have been received.

At its meeting of September 17, 2014, the City's Planning and Zoning Board voted unanimously to recommend approval to the City Commission PZB 14-02200001, which covers changing the zoning from Palm Beach County zoning classification of Multi Family Residential (RH) to a City zoning classification of Industrial – Park of Commerce (I-POC).

MOTION:

I move to approve/not approve Ordinance No. 2014-28 on first reading and schedule the public hearing date for November 4, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – Not applicable
P&Z Board Staff Report September 17, 2014
Draft Minutes of the P&Z Board Meeting of September 17, 2014
Justification Statement
Universal Development Application
County Annexation Information Sheet
Ordinance



DEPARTMENT for COMMUNITY SUSTAINABILITY
Planning, Zoning and Historic Preservation Division
1900 2nd Avenue North · Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: September 17, 2014

TO: Members of the Planning & Zoning Board

FROM: Maxime Ducoste, Planning and Preservation Manager
Curt Thompson, Community Planner

SUBJECT: **PZB Project Number 14-02200001**: Consideration of

- A recommendation to the Planning & Zoning Board on a request for **Voluntary Annexation** from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land 2.301 acres in area generally located at 2269 2nd Avenue North;
- A recommendation to the Planning & Zoning Board on a request for a **Small Scale Future Land Use Map Amendment** from the Palm Beach County Land Use designation of Industrial to a City of Lake Worth Future Land Use designation of Industrial (I);
- A recommendation to the Planning & Zoning Board on a request for a **Zoning Map Amendment** from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Industrial – Park of Commerce (I – POC) Zoning District.

P&ZB Meeting Date: September 17, 2014

BACKGROUND/ PROPOSAL:

The applicant is requesting to annex a 2.301 acre parcel of land, located at 2269 2nd Avenue North, into the City of Lake Worth. The current owner, Suno Nursery, has operated on the site since the 1970's as a wholesale nursery and landscape maintenance. The proposed new owner intends to continue in the same business model with an emphasis on commercial landscape maintenance.

During a review of the property, the owner's zoning consultant discovered the site had no prior land use approvals. The applicant is voluntarily proposing to annex into the City of Lake Worth. In order to legally continue to operate as a wholesale nursery and landscape maintenance business, an application for rezoning, future land use amendment and a conditional use approval are necessary to ensure compliance with the City of Lake Worth's Land Development Regulations (LDRs).

The site located at 2269 2nd Avenue North, is a Palm Beach County "pocket", in that it lies within the southern border of the City's I-POC Zoning District. The new owner intends to

continue the existing use. Currently, the site has a Palm Beach County zoning designation of Residential High Intensity (RH), which is not consistent with the Future land Use (FLU) category of Industrial (IND). Thus, the applicant, wishes to annex their property into the City's Industrial (I) Future Land Use and the I-POC Zoning District.

Staff forwarded the proposed annexation request and related documents for comments from the Site Plan Review Team. The following comments were received:

1. Lake Worth Drainage District staff had no objection to this proposed annexation.

ANALYSIS:

The requested annexation is consistent with the following Objective and Policies of the Future Land Use Element within the City's adopted Comprehensive Plan:

- **Objective 1.3.8: Maintain a policy of expansion through voluntary annexation.**
- Policy 1.3.8.1: Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation.
- Policy 1.3.8.2: Continue to promote orderly annexation of land where service delivery in the annexed area will be consistent with and equal to those provided for existing corporate lands.
- Policy 1.3.8.3: Consider requests for annexation on a case-by-case basis utilizing good planning methods and practices.
- Policy 1.3.8.4: Ensure that development plans for annexed parcels are compatible with adjacent areas.
- Policy 1.3.8.5: Require infrastructure services available to a proposed annexation area at a level consistent with adopted level of service standards.
- Policy 1.3.8.6: Ensure that annexed areas do not become a financial burden by requiring applicants to demonstrate proposed impacts upon the City infrastructure system in the annexation process.
- Policy 1.3.8.7: Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy.

- Policy 1.2.2.9: Locational Strategy for the Industrial Category - The Industrial land use category is intended for mapping the area located west of I-95, known as the Park of Commerce. This location offers parcels of vacant and under-utilized land that provide a logical setting for development of office, manufacturing and light to moderate industrial uses that have the potential for increased traffic generation. This location also enjoys direct access to I-95 via the 10th Avenue North highway interchange

The proposed Future Land Use designation of Industrial (I) is appropriate for the site and is consistent with adjacent properties along 2nd Avenue N. located within the City. The proposed Future Land Use Map amendment is depicted in Exhibit “E”

The proposed zoning designation of Industrial – Park Of Commerce (I-POC) is appropriate for the site and is consistent with surrounding properties which front 2nd Avenue North within the City. The I-POC District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments. The proposed zoning map amendment is depicted in Exhibit “F”.

CONSEQUENT ACTION:

The Planning and Zoning Board’s recommendations will be forwarded to the City Commission for consideration at the next available regularly scheduled meeting.

STAFF RECOMMENDATION:

Staff recommends that the Planning & Zoning Board approve the following:

- Approval of the Voluntary Annexation petition in accordance with the City’s Comprehensive Plan;
- Approval of the Small Scale Future Land Use Map Amendment to assign a Future Land Use designation of Industrial (I);
- Approval of the Zoning Map Amendment to assign an initial zoning of Industrial – Park of Commerce (I – POC) District.

POTENTIAL MOTIONS:

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB No. 14-02200001: Request for voluntary annexation of a 2.301 acre parcel of land (P.C.N. 00-43-44-20-01-093-0010) located at

2269 2nd Avenue North from Palm Beach County to the City of Lake Worth, WITH/WITHOUT County recommendations;

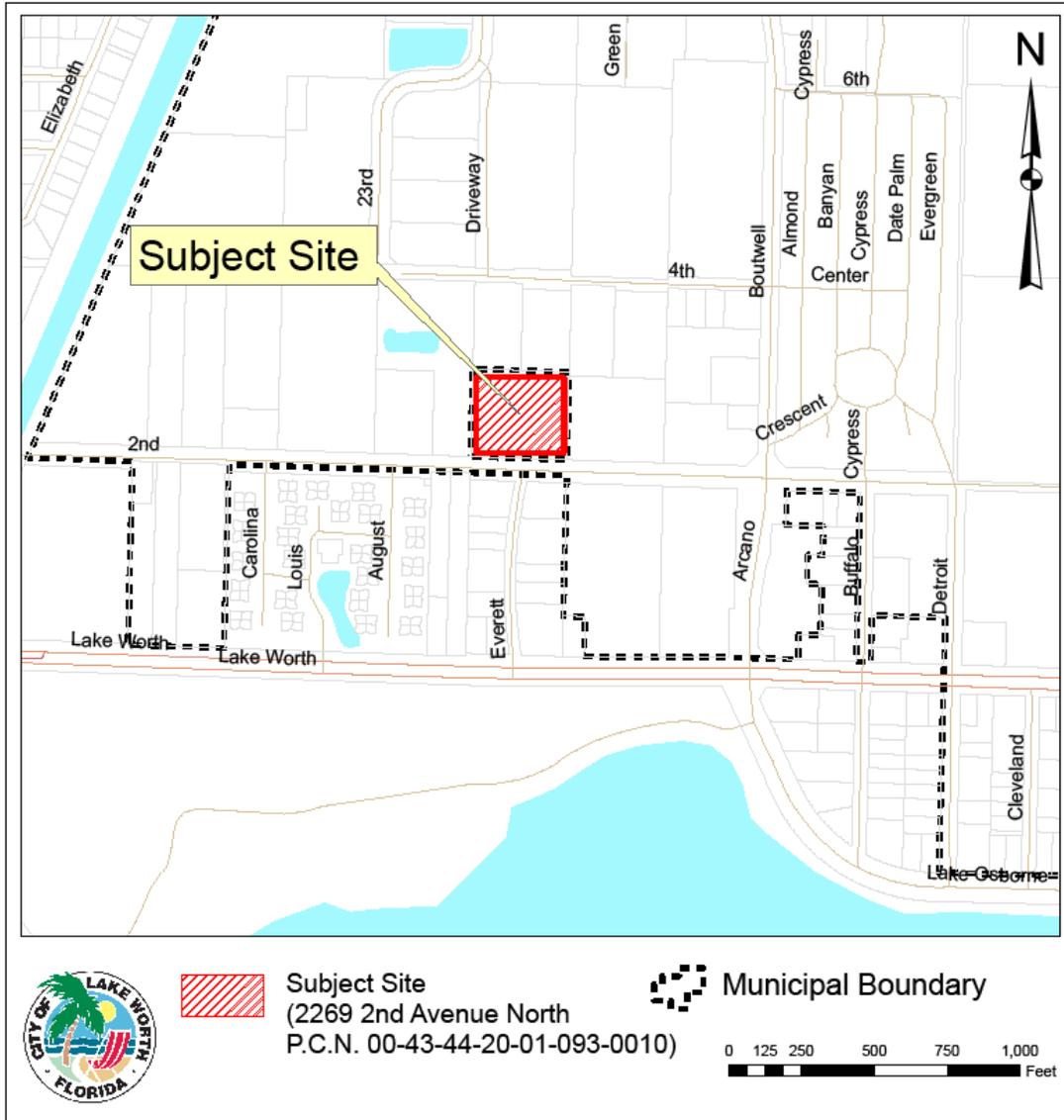
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB No. 14-02200001: a Small Scale Future Land Use Map (FLUM) change from the County land use designation of Industrial (IND) to the City of Lake Worth land use designation of Industrial (I).

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB No. 14-02200001: Zoning Map Amendment from Palm Beach County zoning of Residential High Intensity (RH) to a City zoning designation of Industrial – Park of Commerce (I-POC).

Attachments:

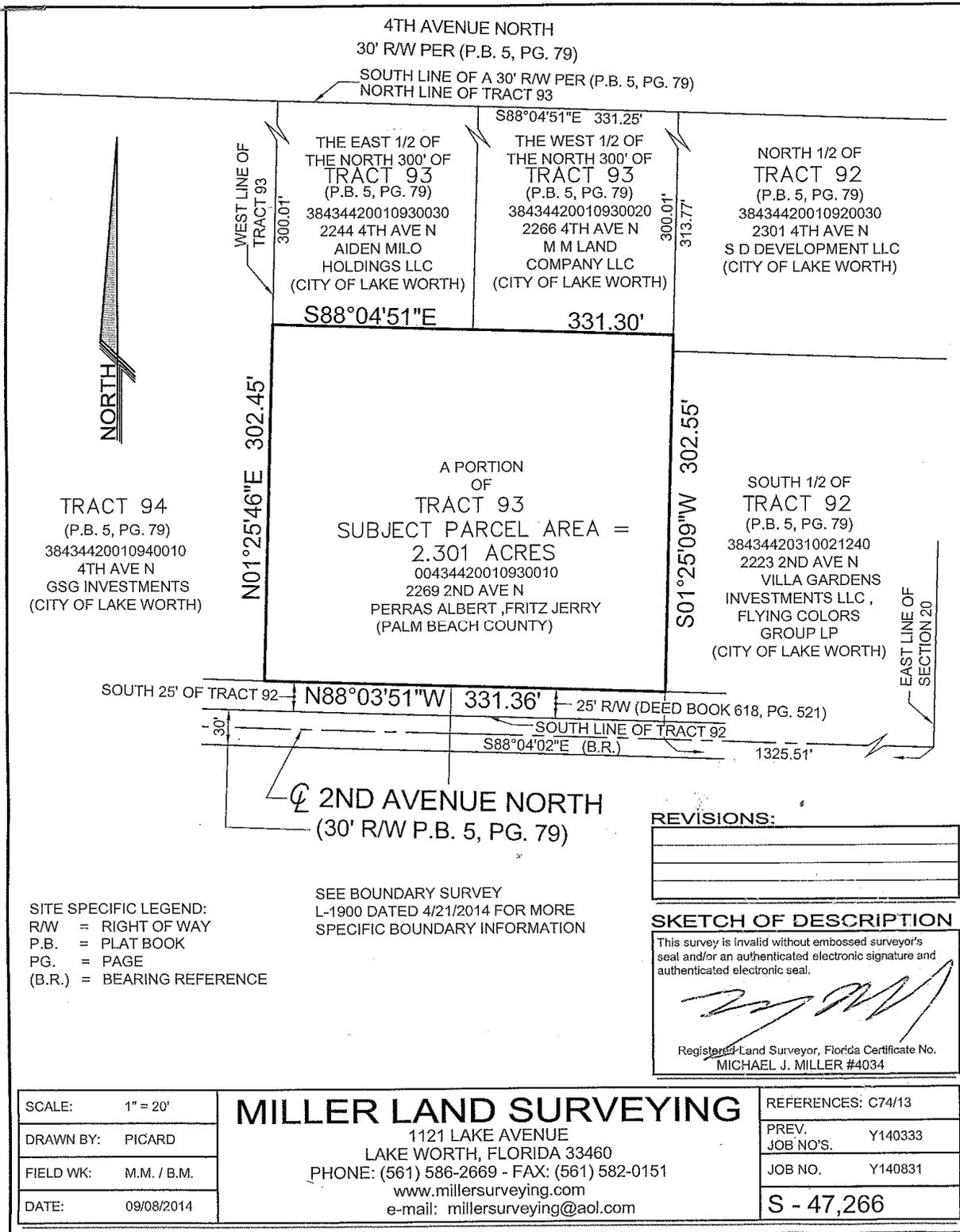
- Location Map & Legal Description – Page 5
- Survey – Page 6
- Petition Request – Pages 7 & 8
- Warranty Deed – Pages 9 & 10

LOCATION MAP



LEGAL DESCRIPTION

Tract 93, less the North 300 feet and less the South 25 feet thereof, of Model Land Co.'s Subdivision of Section 20, Township 44 S, Range 43 E, recorded in Plat Book 5 at Page 79 of the Public Records of Palm Beach County, Florida.



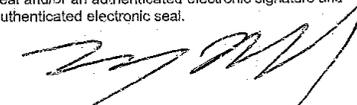
SITE SPECIFIC LEGEND:
 R/W = RIGHT OF WAY
 P.B. = PLAT BOOK
 PG. = PAGE
 (B.R.) = BEARING REFERENCE

SEE BOUNDARY SURVEY
 L-1900 DATED 4/21/2014 FOR MORE
 SPECIFIC BOUNDARY INFORMATION

REVISIONS:

SKETCH OF DESCRIPTION

This survey is invalid without embossed surveyor's seal and/or an authenticated electronic signature and authenticated electronic seal.



Registered Land Surveyor, Florida Certificate No.
 MICHAEL J. MILLER #4034

SCALE: 1" = 20'	MILLER LAND SURVEYING 1121 LAKE AVENUE LAKE WORTH, FLORIDA 33460 PHONE: (561) 586-2669 - FAX: (561) 582-0151 www.millersurveying.com e-mail: millersurveying@aol.com	REFERENCES: C74/13
DRAWN BY: PICARD		PREV. JOB NO'S. Y140333
FIELD WK: M.M. / B.M.		JOB NO. Y140831
DATE: 09/08/2014		S - 47,266

September 8, 2014

PETITION FOR VOLUNTARY ANNEXATION

PROPOSAL:

The PROPERTY OWNER, JERRY FRITZ on behalf of the applicant, Leaderscape Palm Beach, LLC requests the VOLUNTARY ANNEXATION into the City of Lake Worth Florida designating the site's zoning as industrial (POC-I), the same category that has existed since 1989 on Palm Beach County's Comprehensive Land Use Map.

The property, located at 2269 2nd Avenue North, is currently located in Unincorporated Palm Beach County. The site has a PBC Residential High Intensity (RH) zoning designation with a Future Land Use category of Industrial (IND). Located on the north side of 2nd Avenue N and within the Park of Commerce (POC) Boundary area, the owner proposes a voluntary annexation into the City of Lake Worth. The sites frontage abuts 2nd Avenue N on the north and adjacent properties on the east and west are within the boundaries of the Lake Worth Park of Commerce. The Voluntary Annexation of the site into the City of Lake Worth will ensure consistency with both the City and POC comprehensive plan, zoning regulations and requirements. Letters have been obtained from the adjacent property owners located in the Park of Commerce that support this petition.

HISTORY:

The 3.2 acre site is located in Unincorporated Palm Beach County, a "County Pocket", 2269 2nd Avenue N. and bordered by the City of Lake Worth on the east, west and north elevations. The owner, SUNCO Nursery, has operated on the site since the 1970's as a wholesale nursery and landscape maintenance business. The new owner intends to continue in the same basic business model with an emphasis on commercial landscape maintenance.

The site has a Palm Beach County Residential High Intensity (RH) zoning designation, however, the Future Land Use (FLU) is Industrial (IND). Hence, application for annexation, rezoning and a conditional use application has been submitted to the City. Because the site already has a PBC FLU designation of INDUSTRIAL, a future land use amendment is a formality. As an option, the site is eligible for rezoning from RH to Light Industrial (IL) within unincorporated PBC; however, because the site is within the boundaries of the City and Park of Commerce this request for annexation is more practical and consistent because it will square off the Park of Commerce southern boarder rather than continuing as a "county pocket."

REQUEST FOR VOLUTARY ANNEXATION:

The site is a Palm Beach County "pocket" and lies within the southern border of the Lake Worth Park of Commerce within the City of Lake Worth. Currently, the site has a PBC Future Land Use (FLU) category of Industrial (IND) consistent with the City of Lake Worth Park of Commerce Industrial (POC-I) designation.

Compliance with the City of Lake Worth Comprehensive Plan and Zoning Code Section 23.2-18, Annexations and Initial Zoning:

I. The Legal Description is: Tract 93. Less the North 300 feet and less the South 25 feet thereof of Model Land Co.'s. Subdivision of Section 20' Township 44 S, Range 43 E, recorded in Plat Book 5 at Page 79 of the Public Records of Palm Beach County, Florida.

II. The applicant requests the POC-I zoning designation.

III. Zoning and Future Land Use applications requesting the POC-I zoning designation have been submitted to the City.

IV. An exhibit, prepared by a licensed surveyor, which shows the points of contiguity, has been provided.

Thus, the applicant, Leaderscape Palm Beach, LLC on behalf of the owner, Jerry Fritz, has met the requirements for the Voluntary Annexation to incorporate the property into the City of Lake Worth and Park of Commerce with the Industrial Zoning designation. The voluntary annexation into the Park of Commerce would have the POC-I zoning designation which mirrors the majority of the sites in the POC. Utilities serving the site are also under the jurisdiction of the City of Lake Worth Public Works.

Therefore, Voluntary Annexation is the most practical choice for the owner and beneficial to the City of Lake Worth.

On behalf of the Applicant, Leaderscape Palm Beach, it is with great Faith that this use merits your consideration and approval for the Annexation. The project manager is Jim Frogner of Frogner Consulting, LLC.

Perras/Fritz Warranty Deed
Page 2

ORB 12044 Pg 1089
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

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

Kelly A. Davis
WITNESS:

Kelly A. Davis
WITNESS:

Dan Smith
WITNESS:

Darin Gurewicz
WITNESS:

DeLois R. Perras
DeLois R. Perras
DIFIP 620176279520 x 2002

Albert J. Perras
Albert Perras
DIFIP 620030220910 x 2002

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of August, 2000 by DeLois R. Perras, joined by her husband, Albert Perras, who are personally known to me or who produced drivers license as identification.



Evelyn Kristof
Commission # 66848482
Expires June 22, 2003
Bonded Third
Atlantic Bonding & Svc. Inc.

Evelyn Kristof
Name: Evelyn Kristof
Notary Public
My Commission Expires: June 22, 2003

Grantee I.D. No.

Not a Certified Copy

and the potential impact of change to sign code; reviewed additional regulations specific to changeable copy signs; and discussed allowances per use for instances in which multiple uses would exist at one location as addressed by provision for overall sign plan.

5. Board Attorney Comments: Ms. Alterman advised Board members that the provision for a master sign plan could be included in the language for the Mixed Use District

6. Public Comment: None

7. **Action:** Motion made by Mr. Zacks with a second by Mr. Humm that the Board approve P&ZB PR NO. 14-02900003 to add Section 23.5-1 signs, and subsection sign standards for non-residential properties within the Mixed Use West Zoning District to the Sign Code, as amended by Staff proposal to include: a provision to allow twenty-five percent (25%) limitation to changeable copy for wall signs; the principal use of a building to be allowed changeable copy signage; and requirement for overall sign plan for mixed use projects

Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks

Nays: None

Motion carried six (6) to zero (0)

8. **Action:** Motion made by Mr. Sherwin with a second by Mr. Humm that the Board approve P&ZB PR NO. 14-02900003 request for text amendment to add changes to Article I, General Provisions; Sec 23.2-12, Definitions; Article 2 Admin 23.2-30, Site Plan Review; Article 5, Supplemental Regulations 23.5-1 Signs, Sec 23.5-3 related to Non-conforming Lots of Record; Section 23.5-9 to include language related to Public Purpose Dedications as proposed by Staff.

Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks

Nays: None

Motion carried six (6) to zero (0)

a. PZB Project Number 14-02200001: Consideration of the following:

" A recommendation to the Planning & Zoning Board on a request for Voluntary Annexation from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land 2.301 acres in area generally located at 2269 2nd Avenue North; PCN#: 00-43-44-20-01-093-0010

" A recommendation to the Planning & Zoning Board on a request for a Small Scale Future Land Use Map Amendment from the Palm Beach County Land Use designation of Industrial to a City of Lake Worth Future Land Use designation of Industrial (I);

" A recommendation to the Planning & Zoning Board on a request for a Zoning Map Amendment from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Industrial - Park of Commerce (I - POC) Zoning District.

1. Staff Comments: Mr. Thompson

- Introduced the item; identified surrounding zoning; addressed existing county zoning and land use, and proposed City Future Land Use and zoning. He stated that the change to land use would make the property conform to the area land use; and that the zoning would make the property congruent with adjacent zoning. He also reviewed Comprehensive Plan policies as related to land use and zoning
2. Board Questions/Comments: Request for clarification of Commission approval process
 3. Applicant Comments: Jim Frogner
 - Identified the existing use at the property; stated that the annexation was voluntary; stated that approval of the annexation would make the property land use and zoning consistent with the City land use and zoning, and with the City's Comprehensive Plan; and requested approval of the proposal
 4. Public Comment: None
 5. **Action:** Motion made by Mr. Humm with a second by Mr. Rice that the Board forward recommendation of approval to the City Commission PZB 14-02200001 to annex from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land 2.301 acres in an area generally located at 2269 2nd Avenue North; PCN#: 00-43-44-20-01-093-0010 from Palm Beach County to City of Lake Worth.
Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks:
Nays: None
Motion carried six (6) to zero (0).
 6. **Action:** Motion made by Mr. Sherwin with a second by Mr. Marotta to forward to the City Commission a recommendation of approval PZB 14-02200001, consideration of a request for a Small Scale Land Use Map Amendment, change from a land use designation of Palm Beach County Industrial, to City of Lake Worth Industrial.
Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks:
Nays: None
Motion carried six (6) to zero (0).
 7. **Action:** Motion made by Mr. Marotta with a second by Mr. Humm to forward to the City Commission a recommendation of approval of PZB 14-02200001, consideration of a request for zoning map amendment from Palm Beach County Zoning of Residential High Intensity (RH) to City of Lake Worth Industrial Park of Commerce (I-POC).
Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks
Nays: None
Motion carried six (6) to zero (0)
- b. PZB Project Numbers 14-01400004, 14-01400005 and 14-01400006: Consideration of a Major Site Plan, Conditional Use and Variance to allow for the construction of a two story +/-3,222 square foot addition to an existing 3,761 Square foot medical office building. In addition, the applicant proposes consideration for a Variance from the Parking Section of the City's Land Development Regulations to permit the

July 7, 2014

JUSTIFICATION STATEMENT

This will lead to approval for Annexation, the Rezoning from PBC-RH to Industrial-Low and a Conditional Use for a Landscape Maintenance Service with no outdoor storage.

PROPOSAL:

The applicant, Leaderscape Palm Beach, LLC proposes to continue operations with some modifications on the subject site that has existed since the 1970's. The property, located at 2269 2nd Avenue North, is currently located in Unincorporated Palm Beach County. The site has a PBC Residential High Intensity (RH) zoning designation but has an Industrial (IND) Future Land Use category. Located on the north side of 2nd Avenue N and within the Park of Commerce (POC) Boundary area, the owner proposes to annex into the City of Lake Worth, rezoning to the Industrial-Low zoning district which is consistent with the sites land use designation of Industrial. The Industrial classification meets the City's intent for uses within the POC. Earlier this year, City staff proposed various code changes to uses and LDR: A landscape maintenance contractor without storage and located within the POC zoning was analyzed and considered for "permitted use" (P) within the POC district, however, the May Planning workshop was cancelled and the overall code revision project is still under review by staff. Letters of support have been obtained from the adjacent property owners located in the Park of Commerce and operate light, medium and heavy industrial uses.

HISTORY:

The 3.2 acre site is located in Unincorporated Palm Beach County: The site has a Residential High Intensity (RH) zoning designation, however, the Future Land Use (FLU) is Industrial (IND). Since the site abuts 2nd Avenue N and lies within the boundaries of the Lake Worth Park of Commerce, it makes perfect sense to annex the site into the City of Lake Worth to ensure consistency with both the City and POC regulations and requirements. Hence, application for annexation, rezoning and a conditional use application are being made. Because the site already has a PBC FLU designation of INDUSTRIAL, a future land use amendment is a formality. The owner, SUNCO Nursery, has operated on the site since the 1970's as a wholesale nursery and landscape maintenance. The new (proposed) owner intends to continue in the same basic business model with an emphasis on commercial landscape maintenance. During the due diligence period, the owner's zoning consultant discovered the site had no prior approvals.

In order to legally operate as a wholesale nursery and landscape maintenance at the location, an application for annexation into the City of Lake Worth, the rezoning to Industrial and a Conditional Use application and approval are necessary to ensure compliance with the City and POC regulations. The site, a county pocket within the POC neighborhood, is eligible for rezoning from RH to Light Industrial (IL) in unincorporated PBC as an option, however, because the site is within the boundaries of the City and POC this request for annexation, rezoning and conditional use is practical and consistent considering the location.

Proposed Voluntary Annexation:

The site located at 2269 2nd Avenue N, is a Palm Beach County “pocket” and lies within the southern border of the Lake Worth Park of Commerce within the City of Lake Worth. The new owner of the site intends to continue the existing use of wholesale nursery and landscape contractor service on the site. Currently, the site has a PBC zoning designation of Residential High Intensity (RH) which is *not consistent* with the Future Land Use (FLU) category of Industrial (IND). Thus, the applicant, Leaderscape palm Beach, LLC wishes to incorporate the property into the POC and the City of lake Worth on a voluntary basis, as being the best “fit” for the location and use as well as complying with the City’s Comprehensive Plan and LDR.

Specific findings for all conditional uses.

1. The proposed Conditional Use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.

A traffic statement from Pinder-Troutman, Traffic Consultants reveals that continued operations of the wholesale nursery and landscape maintenance contractor will not generate a traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than any development permitted by right.

2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets.

The volume of traffic is expected to remain the same as traffic with the existing use. Additional employees hired as a result of company growth will not impact the streets in the area as continued business growth reflects a healthy business climate which the City desires. New job growth and employment will lead to the build-out of the POC as well as improved infrastructure and economy, both considered a barometer of economic health.

3. The proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.

The use of the existing nursery and landscape maintenance does not generate any significant air pollution nor is it anticipated and mitigation is necessary because the use does not generate emissions beyond a level compatible with a development that is permitted by right.

4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

The use has been in operation since the 1970's and the continued use in no way would result in a need for an extension or enlargement of the existing thoroughfare system. The site located just west of Boutwell Road, is outside the Phase 1 improvements underway by Mock-Roos & Associates and Mathews Consulting, scheduled to commence construction in May 2015 and completion in 2016.

5. The proposed Conditional Use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost than would result from development permitted by right.

The use on site will continue in the current configuration and operations and will not require enlargements to the systems resulting in higher net public cost than would result from development permitted by right. There is an existing water supply to the site. The existing residential unit will continue as such, albeit, a small portion will be used as a field office. New improvements to the structure consist of an ADA accessible ramp and bathroom as well as a general "spruce-up" to the exterior.

6. The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.

The existing use of a nursery and landscape service business will continue as currently operating. No increased demand on police or fire protection service is expected as a result of the continuing use.

7. The proposed Conditional Use will not generate significant noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right. Any proposed use must meet all the requirements and stipulations set forth in Section 15.24 – Noise Control.

The proposed conditional use will not generate significant noise as the proposed uses are the same as have existed since the 1970's. The site to the west is a vacant parcel used as access to the EMS compound and the industrial warehouses on the east are buffered from the subject site by a 10 foot CBS wall. Sites on the north are similar POC industrial uses which are buffered by a 50 foot wide growing area on the subject site.

8. The proposed Conditional Use will not generate light or glare which encroaches onto any residential property in excess of that allowed in Section 23.4-10 – Exterior Lighting.

The property with frontage on 2nd Avenue N, is not directly adjacent to any residentially zoned property or any residential uses.

On behalf of the Applicant, Leaderscape Palm Beach, it is with great Faith that this use merits your consideration and approval for the Annexation, Rezoning and Conditional Use. The project manager is Jim Frogner of Frogner Consulting, LLC.



PLANNING & PRESERVATION DIVISION
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY
 CITY OF LAKE WORTH
 1900 2ND 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: _____

Project Location: _____

Legal Description: _____ Date Platted: _____

PCN: 38-43-44-____-____-____ Existing Zoning: _____ Proposed Zoning: _____

Existing FLU: _____ Proposed FLU: _____

Proposed Use: Residential; Density _____; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID _____	<input type="checkbox"/> DUE _____

Project Manager/Contact Person: _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

Applicant Name (if different from Project Manager): _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

Owner Name: _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

OWNER'S CONSENT

_____ ("Owner") certifies that it is the owner of the property located at _____ ("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 _____, 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: _____

Name/Title of Signatory: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(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).

PRIOR APPROVALS:

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

ADJACENT PROPERTY INFORMATION:

Complete the following table for all surrounding properties. Information located at www.lakeworth.org/business/planning-zoning/.

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North			
South			
East			
West			

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.

Development Standard	Required	Provided
Lot Size (Acreage and SF)		
Lot Width (Frontage)		
Building Height	Primary	
	Accessory	
Setbacks	Front (_____)	
	Rear (_____)	
	Side (_____)	
	Side (_____)	
Living Area	Single-Family	
	Multi-Family	
Accessory Structure Limitation		
Impermeable Space Coverage		
Building Coverage		
Maximum Wall Height at Setback		
Floor Area Ratio Limitation		

AFFIDAVIT OF COMPLETENESS AND ACCURACY

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

Project Name: _____ 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.

(Name - type, stamp or print clearly)

(Signature)

(Name of Firm)

(Address, City, State, Zip)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)

SIGN POSTING AGREEMENT

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

Applicant: _____

Property Owner: _____

Contact Phone No.: _____

Property Location: _____

I, _____, 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. _____.

Signature: _____ Date: _____

Name/Title of Signatory: _____

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)

Palm Beach County Annexation Information Sheet

Please submit the following information regarding each proposed annexation:

Annexation Name	2269 2 nd Avenue North Annexation
Annexation Type	Voluntary
Acres	2.3 acres
Location	2269 2 nd Avenue North (+/- 650 feet West of intersection at Boutwell Road and 2 nd Avenue North)
Existing Use	Plant Nursery
Proposed Use	Landscape Maintenance and Plant Nursery
County Future Land Use	IND
County Zoning	RH
City Future Land Use	Industrial
City Zoning	Industrial – Park Of Commerce
First Reading <i>(if known)</i>	Not known. (Proposed October 21, 2014)
Second Reading <i>(if known)</i>	Not known. (Proposed November 4, 2014)
Ordinance Num. <i>(if known)</i>	Not known. (Proposed 2014-XX)
Location Map	Map is attached.
Parcel Control Numbers	00-43-44-20-01-093-0010

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ORDINANCE NO. 2014-28 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, ANNEXING THE PROPERTY LOCATED 2269 2ND AVE NORTH, BEING MORE FULLY DESCRIBED IN EXHIBIT A; PROVIDING FOR AMENDMENT TO THE CORPORATE LIMITS OF THE CITY OF LAKE WORTH TO INCLUDE THE SUBJECT PROPERTY IN THE OFFICIAL BOUNDARY MAP; PROVIDING FOR ADVERTISING; PROVIDING THAT THIS ORDINANCE SHALL BE FILED WITH THE CLERK OF THE CIRCUIT COURT OF PALM BEACH COUNTY, THE COUNTY ADMINISTRATOR OF PALM BEACH COUNTY AND THE FLORIDA SECRETARY OF STATE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 171, Florida Statutes, a petition by the landowner has been duly filed with the City of Lake Worth (the "City"), seeking annexation into the corporate limits of the City of the property hereinafter described on Exhibit A and shown on Exhibit B; and

WHEREAS, the proposed annexation complies with all requirements of Chapter 171, Florida Statutes, pertaining to voluntary annexations; and

WHEREAS, the entire Park of Commerce annexation area was originally initiated by an agreement between Palm Beach County and the City, first executed in November 1996; and

WHEREAS, the subject parcel of land is part of the Lake Worth Park of Commerce; and

WHEREAS, on September 17, 2014, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the Annexation of land into the City of Lake Worth; and

WHEREAS, the purpose of the proposed annexation is consistent with the objectives of both the City and Palm Beach County to improve the infrastructure, to clean up derelict properties and to broaden the City's tax base; and

WHEREAS, the proposed annexation is also consistent with many of the Goals, Objectives and Policies concerning annexation located in the Future Land Use Element within the City's adopted Comprehensive Plan; and

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

95 Mayor Pam Triolo thereupon declared this Ordinance duly passed on
96 first reading on the 21st of October, 2014.

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98 The passage of this Ordinance on second reading was moved by
99 Commissioner _____, seconded by Commissioner
100 _____, as amended and upon being put to a vote, the vote was
101 as follows:

- 102 Mayor Pam Triolo
- 103 Vice Mayor Scott Maxwell
- 104 Commissioner Christopher McVoy
- 105 Commissioner Andy Amoroso
- 106 Commissioner John Szerdi

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109 Mayor Pam Triolo thereupon declared this Ordinance duly passed and
110 enacted on the 4th day of November, 2014.

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112 LAKE WORTH CITY COMMISSION

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115 By: _____
116 Pam Triolo, Mayor

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118 ATTEST:

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121 _____
122 Pamela J. Lopez, City Clerk
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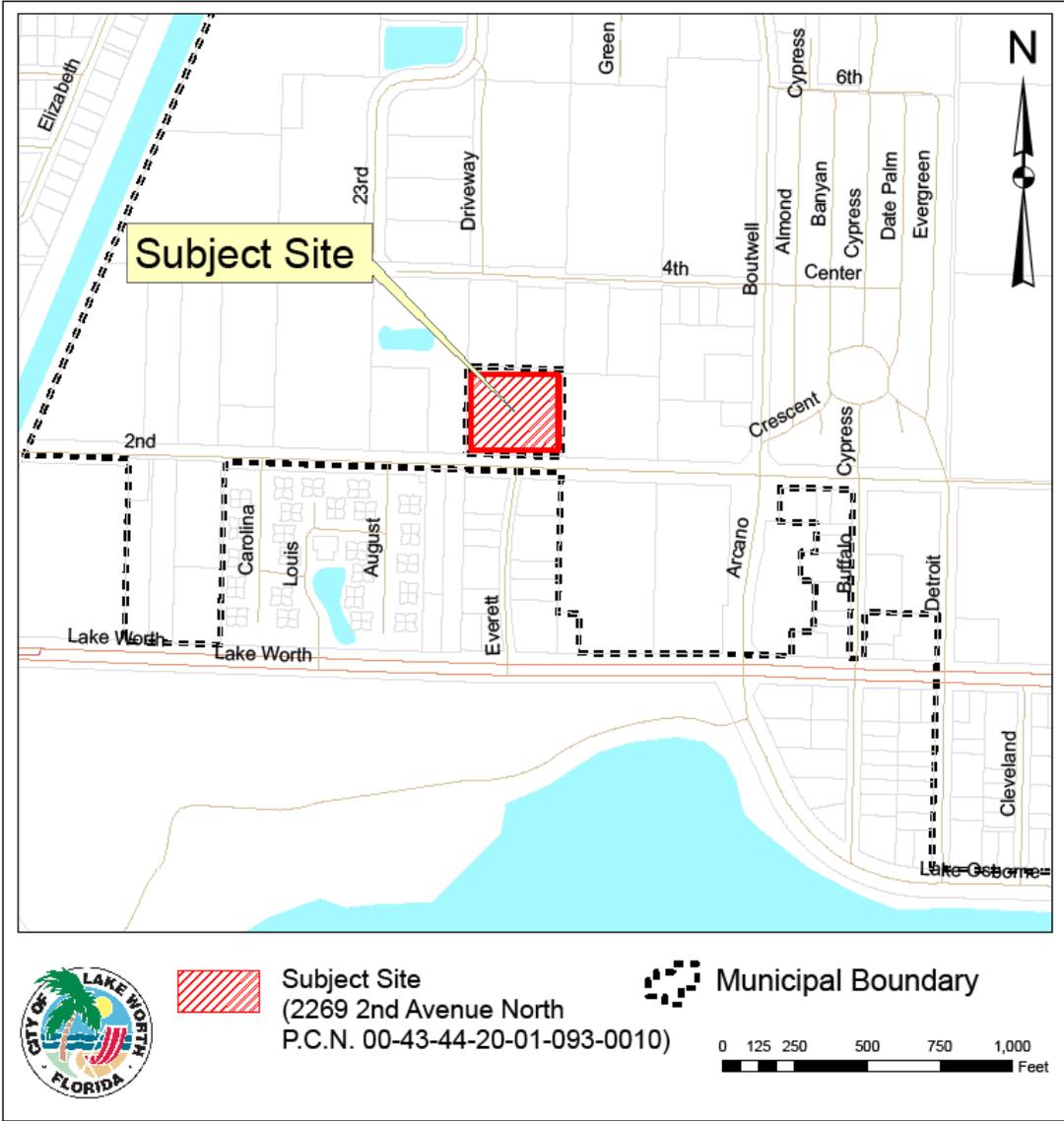
EXHIBIT A
LEGAL DESCRIPTION

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Tract 93, less the North 300 feet and less the South 25 feet thereof, of Model Land Co.'s Subdivision of Section 20, Township 44 S, Range 43 E, recorded in Plat Book 5 at Page 79 of the Public Records of Palm Beach County, Florida.

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EXHIBIT B
LOCATION MAP



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CITY OF LAKE WORTH

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

AGENDA DATE: October 21, 2014, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-29 – First Reading – Small Scale Future Land Use Map Amendment on property located at 2269 2nd Avenue North and schedule the public hearing date for November 4, 2014

SUMMARY:

The Ordinance amends the City's Future Land Use Map, including a small scale amendment to its Comprehensive Plan as part of a voluntary annexation of approximately 2.301 acres.

BACKGROUND AND JUSTIFICATION:

The Applicant (property owner) proposes to voluntarily annex an approximately 2.301 acre parcel of land. The request for annexation falls within the scope of a small-scale comprehensive plan amendment. The City's Industrial (I) Future Land Use designation is compatible with the County's existing Land Use designation of Industrial (IND). The City's Industrial – Park of Commerce (I-POC) zoning category is the appropriate zoning category to implement the proposed underlying Land Use category of Industrial.

The parcel located at 2269 2nd Avenue North, is a Palm Beach County "pocket", in that it lies within the southern border of the City's I-POC zoning district. The new owner intends to continue the existing use. Currently, the site has a Palm Beach County zoning designation of Residential High Intensity (RH), which is not consistent with the Future land Use (FLU) category of Industrial (IND). Thus, the applicant wishes to annex their property into the City's Industrial (I) Future Land Use and the I-POC Zoning District.

The City forwarded the Annexation documents to Palm Beach County, and routed the information through IPARC to allow adjacent municipalities opportunity for comment. No comments or objections have been received.

At its meeting of September 17, 2014, the City's Planning and Zoning Board voted unanimously to recommend approval to the City Commission PZB 14-02200001, which covers amending the City's Future Land Use Map (FLUM) including a small scale amendment to the City's Comprehensive Plan.

MOTION:

I move to approve/disapprove Ordinance No. 2014-29 on first reading and schedule the public hearing date for November 4, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – Not Applicable
Ordinance
Justification Statement
County Annexation Information Sheet
P&Z Board Draft Minutes
P&Z Board Staff Report Including Location Map
Universal Development Application

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ORDINANCE NO. 2014-29 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY PROVIDING A SMALL SCALE AMENDMENT CHANGE TO THE FUTURE LAND USE MAP OF CERTAIN PROPERTY MORE FULLY DESCRIBED IN EXHIBIT A FROM A COUNTY LAND USE DESIGNATION OF INDUSTRIAL (IND) TO A CITY OF LAKE WORTH DESIGNATION OF INDUSTRIAL (I); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of the property described below in Exhibit A (the "Property") has petitioned the City of Lake Worth (the "City") to voluntarily annex the Property into the City and, as part of such annexation for a change in future land use designation of the property, relating to proposed small scale development activities; and

WHEREAS, City staff has prepared and reviewed an amendment to the Future Land Use Map of the City's Comprehensive Plan to change the land use designation of the property described below from a County land use designation of Industrial (IND) to a City land use designation of Industrial (I); and

WHEREAS, on September 17, 2014, the City Planning and Zoning Board, sitting as the duly constituted Local Planning Agency for the City, recommended approval of the Future Land Use Map Amendment to the Comprehensive Plan of the City; and

WHEREAS, The City Commission finds that the Future Land Use Map Amendment is consistent with Sections 163.3184 and 163.3187, Florida Statutes; and

WHEREAS, the City Commission acknowledges that this Future Land Use Map Amendment is subject to the provisions of Section 163.3184(9), and 163.3189, Florida Statutes, and that the City shall maintain compliance with all provisions thereof; and

WHEREAS, the City has received public input and participation through hearings before the Local Planning Agency and the City Commission in accordance with Section 163.3181, Florida Statutes; and

WHEREAS, the City Commission has determined that the adoption of this Ordinance is in the best interest of the citizens and residents of the City of Lake Worth.

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

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Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The parcel of land more particularly described in Exhibit A is hereby designated Industrial (I) on the City's Future Land Use Map.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. 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 5. The effective date of this small scale development plan amendment shall be thirty-one (31) days after adoption, unless the amendment is challenged pursuant to Section 163.3187(3), Florida Statutes. If challenged, the effective date of this amendment shall be the date a final order is issued by the state land planning agency, or the Administration Commission, finding the amendment in compliance with Section 163.3184, Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the state land planning agency or Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity, Bureau of Community Planning, Caldwell Building, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-6545.

The passage of this Ordinance 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 Ordinance duly passed on first reading on the 21st of October, 2014.

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The passage of this Ordinance on second reading was moved by
Commissioner _____, seconded by Commissioner _____, as
amended 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 Ordinance duly passed and enacted
on the 4th day of November, 2014.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Tract 93, less the North 300 feet and less the South 25 feet thereof, of Model Land Co.'s Subdivision of Section 20, Township 44 S, Range 43 E, recorded in Plat Book 5 at Page 79 of the Public Records of Palm Beach County, Florida.

July 7, 2014

JUSTIFICATION STATEMENT

This will lead to approval for Annexation, the Rezoning from PBC-RH to Industrial-Low and a Conditional Use for a Landscape Maintenance Service with no outdoor storage.

PROPOSAL:

The applicant, Leaderscape Palm Beach, LLC proposes to continue operations with some modifications on the subject site that has existed since the 1970's. The property, located at 2269 2nd Avenue North, is currently located in Unincorporated Palm Beach County. The site has a PBC Residential High Intensity (RH) zoning designation but has an Industrial (IND) Future Land Use category. Located on the north side of 2nd Avenue N and within the Park of Commerce (POC) Boundary area, the owner proposes to annex into the City of Lake Worth, rezoning to the Industrial-Low zoning district which is consistent with the sites land use designation of Industrial. The Industrial classification meets the City's intent for uses within the POC. Earlier this year, City staff proposed various code changes to uses and LDR: A landscape maintenance contractor without storage and located within the POC zoning was analyzed and considered for "permitted use" (P) within the POC district, however, the May Planning workshop was cancelled and the overall code revision project is still under review by staff. Letters of support have been obtained from the adjacent property owners located in the Park of Commerce and operate light, medium and heavy industrial uses.

HISTORY:

The 3.2 acre site is located in Unincorporated Palm Beach County: The site has a Residential High Intensity (RH) zoning designation, however, the Future Land Use (FLU) is Industrial (IND). Since the site abuts 2nd Avenue N and lies within the boundaries of the Lake Worth Park of Commerce, it makes perfect sense to annex the site into the City of Lake Worth to ensure consistency with both the City and POC regulations and requirements. Hence, application for annexation, rezoning and a conditional use application are being made. Because the site already has a PBC FLU designation of INDUSTRIAL, a future land use amendment is a formality. The owner, SUNCO Nursery, has operated on the site since the 1970's as a wholesale nursery and landscape maintenance. The new (proposed) owner intends to continue in the same basic business model with an emphasis on commercial landscape maintenance. During the due diligence period, the owner's zoning consultant discovered the site had no prior approvals.

In order to legally operate as a wholesale nursery and landscape maintenance at the location, an application for annexation into the City of Lake Worth, the rezoning to Industrial and a Conditional Use application and approval are necessary to ensure compliance with the City and POC regulations. The site, a county pocket within the POC neighborhood, is eligible for rezoning from RH to Light Industrial (IL) in unincorporated PBC as an option, however, because the site is within the boundaries of the City and POC this request for annexation, rezoning and conditional use is practical and consistent considering the location.

Proposed Voluntary Annexation:

The site located at 2269 2nd Avenue N, is a Palm Beach County “pocket” and lies within the southern border of the Lake Worth Park of Commerce within the City of Lake Worth. The new owner of the site intends to continue the existing use of wholesale nursery and landscape contractor service on the site. Currently, the site has a PBC zoning designation of Residential High Intensity (RH) which is *not consistent* with the Future Land Use (FLU) category of Industrial (IND). Thus, the applicant, Leaderscape palm Beach, LLC wishes to incorporate the property into the POC and the City of lake Worth on a voluntary basis, as being the best “fit” for the location and use as well as complying with the City’s Comprehensive Plan and LDR.

Specific findings for all conditional uses.

1. The proposed Conditional Use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.

A traffic statement from Pinder-Troutman, Traffic Consultants reveals that continued operations of the wholesale nursery and landscape maintenance contractor will not generate a traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than any development permitted by right.

2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets.

The volume of traffic is expected to remain the same as traffic with the existing use. Additional employees hired as a result of company growth will not impact the streets in the area as continued business growth reflects a healthy business climate which the City desires. New job growth and employment will lead to the build-out of the POC as well as improved infrastructure and economy, both considered a barometer of economic health.

3. The proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.

The use of the existing nursery and landscape maintenance does not generate any significant air pollution nor is it anticipated and mitigation is necessary because the use does not generate emissions beyond a level compatible with a development that is permitted by right.

4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

The use has been in operation since the 1970's and the continued use in no way would result in a need for an extension or enlargement of the existing thoroughfare system. The site located just west of Boutwell Road, is outside the Phase 1 improvements underway by Mock-Roos & Associates and Mathews Consulting, scheduled to commence construction in May 2015 and completion in 2016.

5. The proposed Conditional Use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost than would result from development permitted by right.

The use on site will continue in the current configuration and operations and will not require enlargements to the systems resulting in higher net public cost than would result from development permitted by right. There is an existing water supply to the site. The existing residential unit will continue as such, albeit, a small portion will be used as a field office. New improvements to the structure consist of an ADA accessible ramp and bathroom as well as a general "spruce-up" to the exterior.

6. The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.

The existing use of a nursery and landscape service business will continue as currently operating. No increased demand on police or fire protection service is expected as a result of the continuing use.

7. The proposed Conditional Use will not generate significant noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right. Any proposed use must meet all the requirements and stipulations set forth in Section 15.24 – Noise Control.

The proposed conditional use will not generate significant noise as the proposed uses are the same as have existed since the 1970's. The site to the west is a vacant parcel used as access to the EMS compound and the industrial warehouses on the east are buffered from the subject site by a 10 foot CBS wall. Sites on the north are similar POC industrial uses which are buffered by a 50 foot wide growing area on the subject site.

8. The proposed Conditional Use will not generate light or glare which encroaches onto any residential property in excess of that allowed in Section 23.4-10 – Exterior Lighting.

The property with frontage on 2nd Avenue N, is not directly adjacent to any residentially zoned property or any residential uses.

On behalf of the Applicant, Leaderscape Palm Beach, it is with great Faith that this use merits your consideration and approval for the Annexation, Rezoning and Conditional Use. The project manager is Jim Frogner of Frogner Consulting, LLC.

Palm Beach County Annexation Information Sheet

Please submit the following information regarding each proposed annexation:

Annexation Name	2269 2 nd Avenue North Annexation
Annexation Type	Voluntary
Acres	2.3 acres
Location	2269 2 nd Avenue North (+/- 650 feet West of intersection at Boutwell Road and 2 nd Avenue North)
Existing Use	Plant Nursery
Proposed Use	Landscape Maintenance and Plant Nursery
County Future Land Use	IND
County Zoning	RH
City Future Land Use	Industrial
City Zoning	Industrial – Park Of Commerce
First Reading <i>(if known)</i>	Not known. (Proposed October 21, 2014)
Second Reading <i>(if known)</i>	Not known. (Proposed November 4, 2014)
Ordinance Num. <i>(if known)</i>	Not known. (Proposed 2014-XX)
Location Map	Map is attached.
Parcel Control Numbers	00-43-44-20-01-093-0010

and the potential impact of change to sign code; reviewed additional regulations specific to changeable copy signs; and discussed allowances per use for instances in which multiple uses would exist at one location as addressed by provision for overall sign plan.

5. Board Attorney Comments: Ms. Alterman advised Board members that the provision for a master sign plan could be included in the language for the Mixed Use District

6. Public Comment: None

7. **Action:** Motion made by Mr. Zacks with a second by Mr. Humm that the Board approve P&ZB PR NO. 14-02900003 to add Section 23.5-1 signs, and subsection sign standards for non-residential properties within the Mixed Use West Zoning District to the Sign Code, as amended by Staff proposal to include: a provision to allow twenty-five percent (25%) limitation to changeable copy for wall signs; the principal use of a building to be allowed changeable copy signage; and requirement for overall sign plan for mixed use projects

Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks

Nays: None

Motion carried six (6) to zero (0)

8. **Action:** Motion made by Mr. Sherwin with a second by Mr. Humm that the Board approve P&ZB PR NO. 14-02900003 request for text amendment to add changes to Article I, General Provisions; Sec 23.2-12, Definitions; Article 2 Admin 23.2-30, Site Plan Review; Article 5, Supplemental Regulations 23.5-1 Signs, Sec 23.5-3 related to Non-conforming Lots of Record; Section 23.5-9 to include language related to Public Purpose Dedications as proposed by Staff.

Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks

Nays: None

Motion carried six (6) to zero (0)

a. PZB Project Number 14-02200001: Consideration of the following:

" A recommendation to the Planning & Zoning Board on a request for Voluntary Annexation from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land 2.301 acres in area generally located at 2269 2nd Avenue North; PCN#: 00-43-44-20-01-093-0010

" A recommendation to the Planning & Zoning Board on a request for a Small Scale Future Land Use Map Amendment from the Palm Beach County Land Use designation of Industrial to a City of Lake Worth Future Land Use designation of Industrial (I);

" A recommendation to the Planning & Zoning Board on a request for a Zoning Map Amendment from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Industrial - Park of Commerce (I - POC) Zoning District.

1. Staff Comments: Mr. Thompson

- Introduced the item; identified surrounding zoning; addressed existing county zoning and land use, and proposed City Future Land Use and zoning. He stated that the change to land use would make the property conform to the area land use; and that the zoning would make the property congruent with adjacent zoning. He also reviewed Comprehensive Plan policies as related to land use and zoning
2. Board Questions/Comments: Request for clarification of Commission approval process
 3. Applicant Comments: Jim Frogner
 - Identified the existing use at the property; stated that the annexation was voluntary; stated that approval of the annexation would make the property land use and zoning consistent with the City land use and zoning, and with the City's Comprehensive Plan; and requested approval of the proposal
 4. Public Comment: None
 5. **Action:** Motion made by Mr. Humm with a second by Mr. Rice that the Board forward recommendation of approval to the City Commission PZB 14-02200001 to annex from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land 2.301 acres in an area generally located at 2269 2nd Avenue North; PCN#: 00-43-44-20-01-093-0010 from Palm Beach County to City of Lake Worth.
Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks:
Nays: None
Motion carried six (6) to zero (0).
 6. **Action:** Motion made by Mr. Sherwin with a second by Mr. Marotta to forward to the City Commission a recommendation of approval PZB 14-02200001, consideration of a request for a Small Scale Land Use Map Amendment, change from a land use designation of Palm Beach County Industrial, to City of Lake Worth Industrial.
Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks:
Nays: None
Motion carried six (6) to zero (0).
 7. **Action:** Motion made by Mr. Marotta with a second by Mr. Humm to forward to the City Commission a recommendation of approval of PZB 14-02200001, consideration of a request for zoning map amendment from Palm Beach County Zoning of Residential High Intensity (RH) to City of Lake Worth Industrial Park of Commerce (I-POC).
Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks
Nays: None
Motion carried six (6) to zero (0)
- b. PZB Project Numbers 14-01400004, 14-01400005 and 14-01400006: Consideration of a Major Site Plan, Conditional Use and Variance to allow for the construction of a two story +/-3,222 square foot addition to an existing 3,761 Square foot medical office building. In addition, the applicant proposes consideration for a Variance from the Parking Section of the City's Land Development Regulations to permit the



DEPARTMENT for COMMUNITY SUSTAINABILITY
Planning, Zoning and Historic Preservation Division
1900 2nd Avenue North · Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: September 17, 2014

TO: Members of the Planning & Zoning Board

FROM: Maxime Ducoste, Planning and Preservation Manager
Curt Thompson, Community Planner

SUBJECT: **PZB Project Number 14-02200001**: Consideration of

- A recommendation to the Planning & Zoning Board on a request for **Voluntary Annexation** from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land 2.301 acres in area generally located at 2269 2nd Avenue North;
- A recommendation to the Planning & Zoning Board on a request for a **Small Scale Future Land Use Map Amendment** from the Palm Beach County Land Use designation of Industrial to a City of Lake Worth Future Land Use designation of Industrial (I);
- A recommendation to the Planning & Zoning Board on a request for a **Zoning Map Amendment** from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Industrial – Park of Commerce (I – POC) Zoning District.

P&ZB Meeting Date: September 17, 2014

BACKGROUND/ PROPOSAL:

The applicant is requesting to annex a 2.301 acre parcel of land, located at 2269 2nd Avenue North, into the City of Lake Worth. The current owner, Suno Nursery, has operated on the site since the 1970's as a wholesale nursery and landscape maintenance. The proposed new owner intends to continue in the same business model with an emphasis on commercial landscape maintenance.

During a review of the property, the owner's zoning consultant discovered the site had no prior land use approvals. The applicant is voluntarily proposing to annex into the City of Lake Worth. In order to legally continue to operate as a wholesale nursery and landscape maintenance business, an application for rezoning, future land use amendment and a conditional use approval are necessary to ensure compliance with the City of Lake Worth's Land Development Regulations (LDRs).

The site located at 2269 2nd Avenue North, is a Palm Beach County "pocket", in that it lies within the southern border of the City's I-POC Zoning District. The new owner intends to

continue the existing use. Currently, the site has a Palm Beach County zoning designation of Residential High Intensity (RH), which is not consistent with the Future land Use (FLU) category of Industrial (IND). Thus, the applicant, wishes to annex their property into the City's Industrial (I) Future Land Use and the I-POC Zoning District.

Staff forwarded the proposed annexation request and related documents for comments from the Site Plan Review Team. The following comments were received:

1. Lake Worth Drainage District staff had no objection to this proposed annexation.

ANALYSIS:

The requested annexation is consistent with the following Objective and Policies of the Future Land Use Element within the City's adopted Comprehensive Plan:

- **Objective 1.3.8: Maintain a policy of expansion through voluntary annexation.**
- Policy 1.3.8.1: Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation.
- Policy 1.3.8.2: Continue to promote orderly annexation of land where service delivery in the annexed area will be consistent with and equal to those provided for existing corporate lands.
- Policy 1.3.8.3: Consider requests for annexation on a case-by-case basis utilizing good planning methods and practices.
- Policy 1.3.8.4: Ensure that development plans for annexed parcels are compatible with adjacent areas.
- Policy 1.3.8.5: Require infrastructure services available to a proposed annexation area at a level consistent with adopted level of service standards.
- Policy 1.3.8.6: Ensure that annexed areas do not become a financial burden by requiring applicants to demonstrate proposed impacts upon the City infrastructure system in the annexation process.
- Policy 1.3.8.7: Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy.

- Policy 1.2.2.9: Locational Strategy for the Industrial Category - The Industrial land use category is intended for mapping the area located west of I-95, known as the Park of Commerce. This location offers parcels of vacant and under-utilized land that provide a logical setting for development of office, manufacturing and light to moderate industrial uses that have the potential for increased traffic generation. This location also enjoys direct access to I-95 via the 10th Avenue North highway interchange

The proposed Future Land Use designation of Industrial (I) is appropriate for the site and is consistent with adjacent properties along 2nd Avenue N. located within the City. The proposed Future Land Use Map amendment is depicted in Exhibit “E”

The proposed zoning designation of Industrial – Park Of Commerce (I-POC) is appropriate for the site and is consistent with surrounding properties which front 2nd Avenue North within the City. The I-POC District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments. The proposed zoning map amendment is depicted in Exhibit “F”.

CONSEQUENT ACTION:

The Planning and Zoning Board’s recommendations will be forwarded to the City Commission for consideration at the next available regularly scheduled meeting.

STAFF RECOMMENDATION:

Staff recommends that the Planning & Zoning Board approve the following:

- Approval of the Voluntary Annexation petition in accordance with the City’s Comprehensive Plan;
- Approval of the Small Scale Future Land Use Map Amendment to assign a Future Land Use designation of Industrial (I);
- Approval of the Zoning Map Amendment to assign an initial zoning of Industrial – Park of Commerce (I – POC) District.

POTENTIAL MOTIONS:

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB No. 14-02200001: Request for voluntary annexation of a 2.301 acre parcel of land (P.C.N. 00-43-44-20-01-093-0010) located at

2269 2nd Avenue North from Palm Beach County to the City of Lake Worth, WITH/WITHOUT County recommendations;

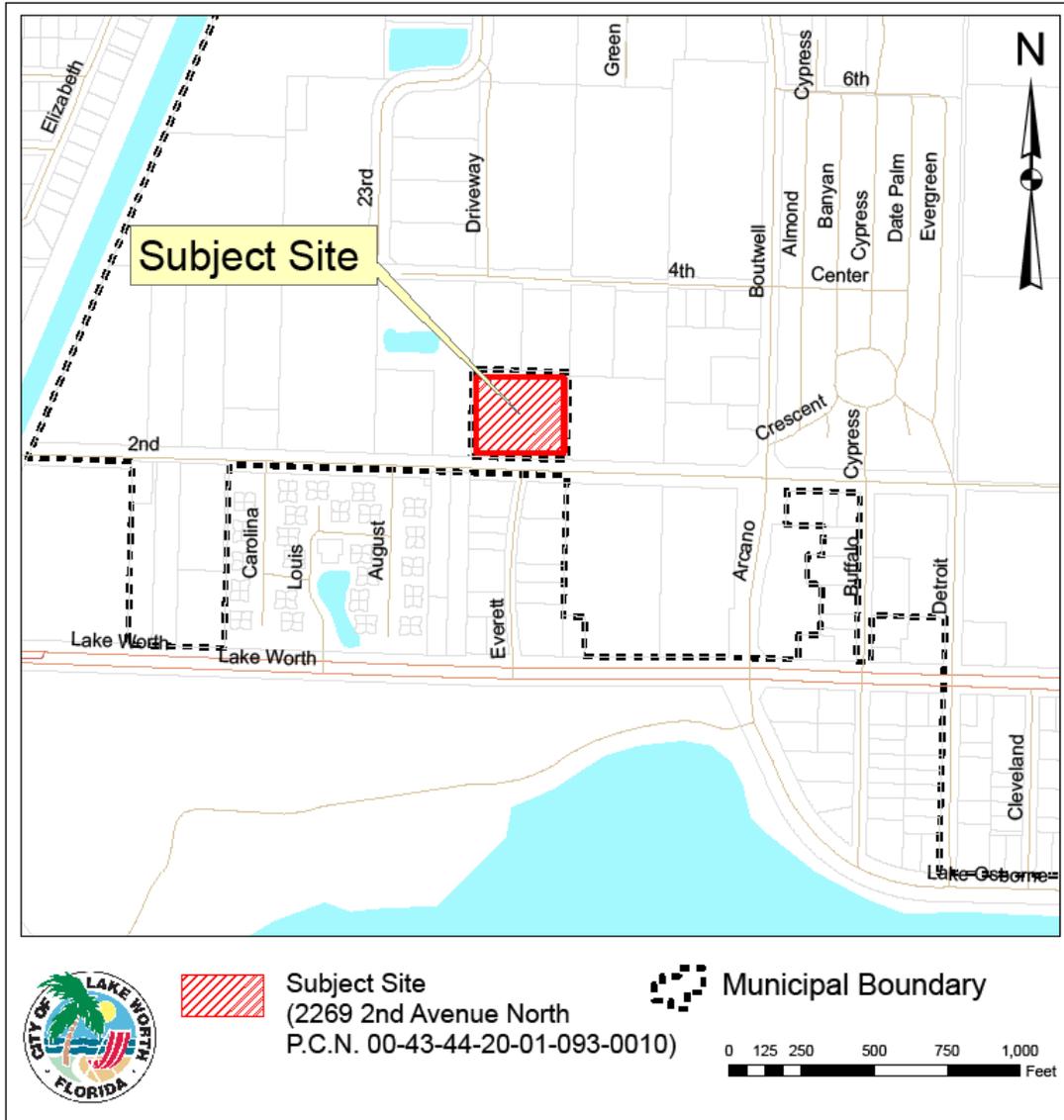
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB No. 14-02200001: a Small Scale Future Land Use Map (FLUM) change from the County land use designation of Industrial (IND) to the City of Lake Worth land use designation of Industrial (I).

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB No. 14-02200001: Zoning Map Amendment from Palm Beach County zoning of Residential High Intensity (RH) to a City zoning designation of Industrial – Park of Commerce (I-POC).

Attachments:

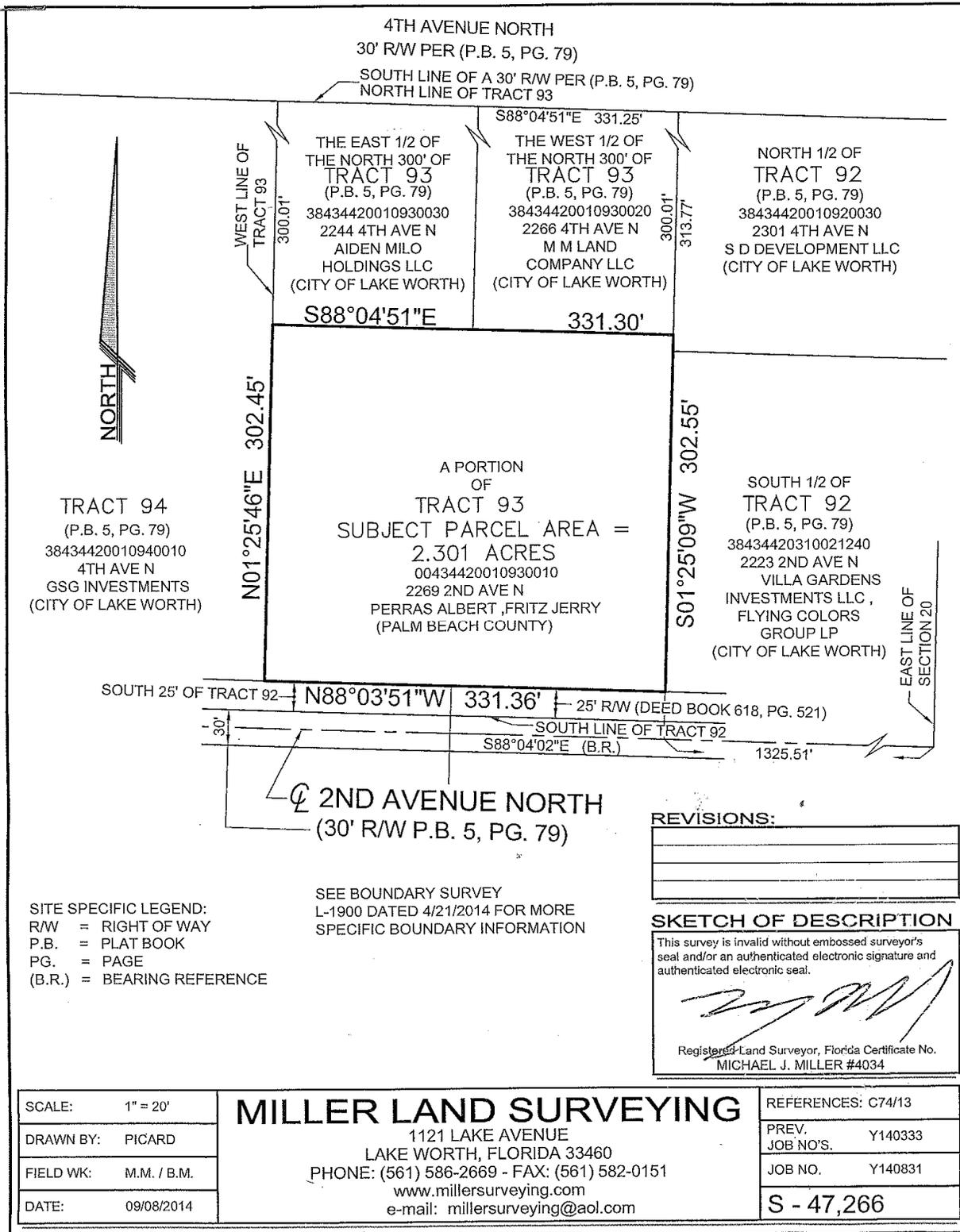
- Location Map & Legal Description – Page 5
- Survey – Page 6
- Petition Request – Pages 7 & 8
- Warranty Deed – Pages 9 & 10

LOCATION MAP



LEGAL DESCRIPTION

Tract 93, less the North 300 feet and less the South 25 feet thereof, of Model Land Co.'s Subdivision of Section 20, Township 44 S, Range 43 E, recorded in Plat Book 5 at Page 79 of the Public Records of Palm Beach County, Florida.



September 8, 2014

PETITION FOR VOLUNTARY ANNEXATION

PROPOSAL:

The PROPERTY OWNER, JERRY FRITZ on behalf of the applicant, Leaderscape Palm Beach, LLC requests the VOLUNTARY ANNEXATION into the City of Lake Worth Florida designating the site's zoning as industrial (POC-I), the same category that has existed since 1989 on Palm Beach County's Comprehensive Land Use Map.

The property, located at 2269 2nd Avenue North, is currently located in Unincorporated Palm Beach County. The site has a PBC Residential High Intensity (RH) zoning designation with a Future Land Use category of Industrial (IND). Located on the north side of 2nd Avenue N and within the Park of Commerce (POC) Boundary area, the owner proposes a voluntary annexation into the City of Lake Worth. The sites frontage abuts 2nd Avenue N on the north and adjacent properties on the east and west are within the boundaries of the Lake Worth Park of Commerce. The Voluntary Annexation of the site into the City of Lake Worth will ensure consistency with both the City and POC comprehensive plan, zoning regulations and requirements. Letters have been obtained from the adjacent property owners located in the Park of Commerce that support this petition.

HISTORY:

The 3.2 acre site is located in Unincorporated Palm Beach County, a "County Pocket", 2269 2nd Avenue N. and bordered by the City of Lake Worth on the east, west and north elevations. The owner, SUNCO Nursery, has operated on the site since the 1970's as a wholesale nursery and landscape maintenance business. The new owner intends to continue in the same basic business model with an emphasis on commercial landscape maintenance.

The site has a Palm Beach County Residential High Intensity (RH) zoning designation, however, the Future Land Use (FLU) is Industrial (IND). Hence, application for annexation, rezoning and a conditional use application has been submitted to the City. Because the site already has a PBC FLU designation of INDUSTRIAL, a future land use amendment is a formality. As an option, the site is eligible for rezoning from RH to Light Industrial (IL) within unincorporated PBC; however, because the site is within the boundaries of the City and Park of Commerce this request for annexation is more practical and consistent because it will square off the Park of Commerce southern boarder rather than continuing as a "county pocket."

REQUEST FOR VOLUTARY ANNEXATION:

The site is a Palm Beach County "pocket" and lies within the southern border of the Lake Worth Park of Commerce within the City of Lake Worth. Currently, the site has a PBC Future Land Use (FLU) category of Industrial (IND) consistent with the City of Lake Worth Park of Commerce Industrial (POC-I) designation.

Compliance with the City of Lake Worth Comprehensive Plan and Zoning Code Section 23.2-18, Annexations and Initial Zoning:

I. The Legal Description is: Tract 93. Less the North 300 feet and less the South 25 feet thereof of Model Land Co.'s. Subdivision of Section 20' Township 44 S, Range 43 E, recorded in Plat Book 5 at Page 79 of the Public Records of Palm Beach County, Florida.

II. The applicant requests the POC-I zoning designation.

III. Zoning and Future Land Use applications requesting the POC-I zoning designation have been submitted to the City.

IV. An exhibit, prepared by a licensed surveyor, which shows the points of contiguity, has been provided.

Thus, the applicant, Leaderscape Palm Beach, LLC on behalf of the owner, Jerry Fritz, has met the requirements for the Voluntary Annexation to incorporate the property into the City of Lake Worth and Park of Commerce with the Industrial Zoning designation. The voluntary annexation into the Park of Commerce would have the POC-I zoning designation which mirrors the majority of the sites in the POC. Utilities serving the site are also under the jurisdiction of the City of Lake Worth Public Works.

Therefore, Voluntary Annexation is the most practical choice for the owner and beneficial to the City of Lake Worth.

On behalf of the Applicant, Leaderscape Palm Beach, it is with great Faith that this use merits your consideration and approval for the Annexation. The project manager is Jim Frogner of Frogner Consulting, LLC.

Perras/Fritz Warranty Deed
Page 2

ORB 12044 Pg 1089
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

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

Kelly A. Davis
WITNESS:

Kelly A. Davis
WITNESS:

Darin Gurewicz
WITNESS:

Darin Gurewicz
WITNESS:

DeLois R. Perras
DeLois R. Perras
DIFIP 620176279520 x 2002

Albert J. Perras
Albert Perras
DIFIP 620030220910 x 2002

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of August, 2000 by DeLois R. Perras, joined by her husband, Albert Perras, who are personally known to me or who produced drivers license as identification.



Evelyn Kristof
Commission # 868482
Expires June 22, 2003
Bonded Third
Atlantic Bonding Co. Inc.

Evelyn Kristof
Name: Evelyn Kristof
Notary Public
My Commission Expires: June 22, 2003

Grantee I.D. No.

Not a Certified Copy



PLANNING & PRESERVATION DIVISION
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY
 CITY OF LAKE WORTH
 1900 2ND 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: _____

Project Location: _____

Legal Description: _____ Date Platted: _____

PCN: 38-43-44-____-____-____ Existing Zoning: _____ Proposed Zoning: _____

Existing FLU: _____ Proposed FLU: _____

Proposed Use: Residential; Density _____; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID _____	<input type="checkbox"/> DUE _____

Project Manager/Contact Person: _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

Applicant Name (if different from Project Manager): _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

Owner Name: _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

OWNER'S CONSENT

_____ ("Owner") certifies that it is the owner of the property located at _____ ("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 _____, 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: _____

Name/Title of Signatory: _____

STATE OF _____)
COUNTY OF _____)
The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(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).

PRIOR APPROVALS:

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

ADJACENT PROPERTY INFORMATION:

Complete the following table for all surrounding properties. Information located at www.lakeworth.org/business/planning-zoning/.

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North			
South			
East			
West			

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.

Development Standard	Required	Provided
Lot Size (Acreage and SF)		
Lot Width (Frontage)		
Building Height	Primary	
	Accessory	
Setbacks	Front (_____)	
	Rear (_____)	
	Side (_____)	
	Side (_____)	
Living Area	Single-Family	
	Multi-Family	
Accessory Structure Limitation		
Impermeable Space Coverage		
Building Coverage		
Maximum Wall Height at Setback		
Floor Area Ratio Limitation		

AFFIDAVIT OF COMPLETENESS AND ACCURACY

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

Project Name: _____ 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.

(Name - type, stamp or print clearly)

(Signature)

(Name of Firm)

(Address, City, State, Zip)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)

SIGN POSTING AGREEMENT

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

Applicant: _____

Property Owner: _____

Contact Phone No.: _____

Property Location: _____

I, _____, 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. _____.

Signature: _____ Date: _____

Name/Title of Signatory: _____

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)



CITY OF LAKE WORTH

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

AGENDA DATE: October 21, 2014, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-30 – First Reading – rezone property located at 2269 2nd Avenue North and schedule the public hearing date for November 4, 2014

SUMMARY:

The Ordinance will rezone approximately 2.301 acres from County Residential High Intensity (RH) to City Industrial-Park of Commerce (IPOC) as a result of a voluntary annexation.

BACKGROUND AND JUSTIFICATION:

The Applicant (property owner) proposes to voluntarily annex an approximately 2.301 acre parcel of land. The request for annexation falls within the scope of a small-scale comprehensive plan amendment. The City's Industrial (I) Future Land Use designation is compatible with the County's existing Land Use designation of Industrial (IND). The City's Industrial – Park of Commerce (I-POC) zoning category is the appropriate zoning category to implement the proposed underlying Land Use category of Industrial.

The parcel located at 2269 2nd Avenue North, is a Palm Beach County “pocket”, in that it lies within the southern border of the City's I-POC zoning district. The new owner intends to continue the existing use. Currently, the site has a Palm Beach County zoning designation of Residential High Intensity (RH), which is not consistent with the Future land Use (FLU) category of Industrial (IND). Thus, the applicant wishes to annex their property into the City's Industrial (I) Future Land Use and the I-POC Zoning District.

The City forwarded the Annexation documents to Palm Beach County, and routed the information through IPARC to allow adjacent municipalities opportunity for comment. No comments or objections have been received.

At its meeting of September 17, 2014, the City's Planning and Zoning Board voted unanimously to recommend approval to the City Commission PZB 14-02200001, which covers changing the zoning from Palm Beach County zoning classification of Residential High Intensity (RH) to a City zoning classification of Industrial – Park of Commerce (I – POC).

MOTION:

I move to approve/disapprove Ordinance No. 2014-30 on first reading and schedule the public hearing date for November 4, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – Not applicable
Justification Statement
County Annexation Information Sheet
P&Z Draft Minutes
P&Z Staff Report including location map
Universal Development Application
Ordinance

July 7, 2014

JUSTIFICATION STATEMENT

This will lead to approval for Annexation, the Rezoning from PBC-RH to Industrial-Low and a Conditional Use for a Landscape Maintenance Service with no outdoor storage.

PROPOSAL:

The applicant, Leaderscape Palm Beach, LLC proposes to continue operations with some modifications on the subject site that has existed since the 1970's. The property, located at 2269 2nd Avenue North, is currently located in Unincorporated Palm Beach County. The site has a PBC Residential High Intensity (RH) zoning designation but has an Industrial (IND) Future Land Use category. Located on the north side of 2nd Avenue N and within the Park of Commerce (POC) Boundary area, the owner proposes to annex into the City of Lake Worth, rezoning to the Industrial-Low zoning district which is consistent with the sites land use designation of Industrial. The Industrial classification meets the City's intent for uses within the POC. Earlier this year, City staff proposed various code changes to uses and LDR: A landscape maintenance contractor without storage and located within the POC zoning was analyzed and considered for "permitted use" (P) within the POC district, however, the May Planning workshop was cancelled and the overall code revision project is still under review by staff. Letters of support have been obtained from the adjacent property owners located in the Park of Commerce and operate light, medium and heavy industrial uses.

HISTORY:

The 3.2 acre site is located in Unincorporated Palm Beach County: The site has a Residential High Intensity (RH) zoning designation, however, the Future Land Use (FLU) is Industrial (IND). Since the site abuts 2nd Avenue N and lies within the boundaries of the Lake Worth Park of Commerce, it makes perfect sense to annex the site into the City of Lake Worth to ensure consistency with both the City and POC regulations and requirements. Hence, application for annexation, rezoning and a conditional use application are being made. Because the site already has a PBC FLU designation of INDUSTRIAL, a future land use amendment is a formality. The owner, SUNCO Nursery, has operated on the site since the 1970's as a wholesale nursery and landscape maintenance. The new (proposed) owner intends to continue in the same basic business model with an emphasis on commercial landscape maintenance. During the due diligence period, the owner's zoning consultant discovered the site had no prior approvals.

In order to legally operate as a wholesale nursery and landscape maintenance at the location, an application for annexation into the City of Lake Worth, the rezoning to Industrial and a Conditional Use application and approval are necessary to ensure compliance with the City and POC regulations. The site, a county pocket within the POC neighborhood, is eligible for rezoning from RH to Light Industrial (IL) in unincorporated PBC as an option, however, because the site is within the boundaries of the City and POC this request for annexation, rezoning and conditional use is practical and consistent considering the location.

Proposed Voluntary Annexation:

The site located at 2269 2nd Avenue N, is a Palm Beach County “pocket” and lies within the southern border of the Lake Worth Park of Commerce within the City of Lake Worth. The new owner of the site intends to continue the existing use of wholesale nursery and landscape contractor service on the site. Currently, the site has a PBC zoning designation of Residential High Intensity (RH) which is *not consistent* with the Future Land Use (FLU) category of Industrial (IND). Thus, the applicant, Leaderscape palm Beach, LLC wishes to incorporate the property into the POC and the City of lake Worth on a voluntary basis, as being the best “fit” for the location and use as well as complying with the City’s Comprehensive Plan and LDR.

Specific findings for all conditional uses.

1. The proposed Conditional Use will not generate traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.

A traffic statement from Pinder-Troutman, Traffic Consultants reveals that continued operations of the wholesale nursery and landscape maintenance contractor will not generate a traffic volumes or movements which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than any development permitted by right.

2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets.

The volume of traffic is expected to remain the same as traffic with the existing use. Additional employees hired as a result of company growth will not impact the streets in the area as continued business growth reflects a healthy business climate which the City desires. New job growth and employment will lead to the build-out of the POC as well as improved infrastructure and economy, both considered a barometer of economic health.

3. The proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.

The use of the existing nursery and landscape maintenance does not generate any significant air pollution nor is it anticipated and mitigation is necessary because the use does not generate emissions beyond a level compatible with a development that is permitted by right.

4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

The use has been in operation since the 1970's and the continued use in no way would result in a need for an extension or enlargement of the existing thoroughfare system. The site located just west of Boutwell Road, is outside the Phase 1 improvements underway by Mock-Roos & Associates and Mathews Consulting, scheduled to commence construction in May 2015 and completion in 2016.

5. The proposed Conditional Use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost than would result from development permitted by right.

The use on site will continue in the current configuration and operations and will not require enlargements to the systems resulting in higher net public cost than would result from development permitted by right. There is an existing water supply to the site. The existing residential unit will continue as such, albeit, a small portion will be used as a field office. New improvements to the structure consist of an ADA accessible ramp and bathroom as well as a general "spruce-up" to the exterior.

6. The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.

The existing use of a nursery and landscape service business will continue as currently operating. No increased demand on police or fire protection service is expected as a result of the continuing use.

7. The proposed Conditional Use will not generate significant noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right. Any proposed use must meet all the requirements and stipulations set forth in Section 15.24 – Noise Control.

The proposed conditional use will not generate significant noise as the proposed uses are the same as have existed since the 1970's. The site to the west is a vacant parcel used as access to the EMS compound and the industrial warehouses on the east are buffered from the subject site by a 10 foot CBS wall. Sites on the north are similar POC industrial uses which are buffered by a 50 foot wide growing area on the subject site.

8. The proposed Conditional Use will not generate light or glare which encroaches onto any residential property in excess of that allowed in Section 23.4-10 – Exterior Lighting.

The property with frontage on 2nd Avenue N, is not directly adjacent to any residentially zoned property or any residential uses.

On behalf of the Applicant, Leaderscape Palm Beach, it is with great Faith that this use merits your consideration and approval for the Annexation, Rezoning and Conditional Use. The project manager is Jim Frogner of Frogner Consulting, LLC.

Palm Beach County Annexation Information Sheet

Please submit the following information regarding each proposed annexation:

Annexation Name	2269 2 nd Avenue North Annexation
Annexation Type	Voluntary
Acres	2.3 acres
Location	2269 2 nd Avenue North (+/- 650 feet West of intersection at Boutwell Road and 2 nd Avenue North)
Existing Use	Plant Nursery
Proposed Use	Landscape Maintenance and Plant Nursery
County Future Land Use	IND
County Zoning	RH
City Future Land Use	Industrial
City Zoning	Industrial – Park Of Commerce
First Reading <i>(if known)</i>	Not known. (Proposed October 21, 2014)
Second Reading <i>(if known)</i>	Not known. (Proposed November 4, 2014)
Ordinance Num. <i>(if known)</i>	Not known. (Proposed 2014-XX)
Location Map	Map is attached.
Parcel Control Numbers	00-43-44-20-01-093-0010

and the potential impact of change to sign code; reviewed additional regulations specific to changeable copy signs; and discussed allowances per use for instances in which multiple uses would exist at one location as addressed by provision for overall sign plan.

5. Board Attorney Comments: Ms. Alterman advised Board members that the provision for a master sign plan could be included in the language for the Mixed Use District

6. Public Comment: None

7. **Action:** Motion made by Mr. Zacks with a second by Mr. Humm that the Board approve P&ZB PR NO. 14-02900003 to add Section 23.5-1 signs, and subsection sign standards for non-residential properties within the Mixed Use West Zoning District to the Sign Code, as amended by Staff proposal to include: a provision to allow twenty-five percent (25%) limitation to changeable copy for wall signs; the principal use of a building to be allowed changeable copy signage; and requirement for overall sign plan for mixed use projects

Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks

Nays: None

Motion carried six (6) to zero (0)

8. **Action:** Motion made by Mr. Sherwin with a second by Mr. Humm that the Board approve P&ZB PR NO. 14-02900003 request for text amendment to add changes to Article I, General Provisions; Sec 23.2-12, Definitions; Article 2 Admin 23.2-30, Site Plan Review; Article 5, Supplemental Regulations 23.5-1 Signs, Sec 23.5-3 related to Non-conforming Lots of Record; Section 23.5-9 to include language related to Public Purpose Dedications as proposed by Staff.

Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks

Nays: None

Motion carried six (6) to zero (0)

a. PZB Project Number 14-02200001: Consideration of the following:

" A recommendation to the Planning & Zoning Board on a request for Voluntary Annexation from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land 2.301 acres in area generally located at 2269 2nd Avenue North; PCN#: 00-43-44-20-01-093-0010

" A recommendation to the Planning & Zoning Board on a request for a Small Scale Future Land Use Map Amendment from the Palm Beach County Land Use designation of Industrial to a City of Lake Worth Future Land Use designation of Industrial (I);

" A recommendation to the Planning & Zoning Board on a request for a Zoning Map Amendment from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Industrial - Park of Commerce (I - POC) Zoning District.

1. Staff Comments: Mr. Thompson

- Introduced the item; identified surrounding zoning; addressed existing county zoning and land use, and proposed City Future Land Use and zoning. He stated that the change to land use would make the property conform to the area land use; and that the zoning would make the property congruent with adjacent zoning. He also reviewed Comprehensive Plan policies as related to land use and zoning
2. Board Questions/Comments: Request for clarification of Commission approval process
 3. Applicant Comments: Jim Frogner
 - Identified the existing use at the property; stated that the annexation was voluntary; stated that approval of the annexation would make the property land use and zoning consistent with the City land use and zoning, and with the City's Comprehensive Plan; and requested approval of the proposal
 4. Public Comment: None
 5. **Action:** Motion made by Mr. Humm with a second by Mr. Rice that the Board forward recommendation of approval to the City Commission PZB 14-02200001 to annex from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land 2.301 acres in an area generally located at 2269 2nd Avenue North; PCN#: 00-43-44-20-01-093-0010 from Palm Beach County to City of Lake Worth.
Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks:
Nays: None
Motion carried six (6) to zero (0).
 6. **Action:** Motion made by Mr. Sherwin with a second by Mr. Marotta to forward to the City Commission a recommendation of approval PZB 14-02200001, consideration of a request for a Small Scale Land Use Map Amendment, change from a land use designation of Palm Beach County Industrial, to City of Lake Worth Industrial.
Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks:
Nays: None
Motion carried six (6) to zero (0).
 7. **Action:** Motion made by Mr. Marotta with a second by Mr. Humm to forward to the City Commission a recommendation of approval of PZB 14-02200001, consideration of a request for zoning map amendment from Palm Beach County Zoning of Residential High Intensity (RH) to City of Lake Worth Industrial Park of Commerce (I-POC).
Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks
Nays: None
Motion carried six (6) to zero (0)
- b. PZB Project Numbers 14-01400004, 14-01400005 and 14-01400006: Consideration of a Major Site Plan, Conditional Use and Variance to allow for the construction of a two story +/-3,222 square foot addition to an existing 3,761 Square foot medical office building. In addition, the applicant proposes consideration for a Variance from the Parking Section of the City's Land Development Regulations to permit the



DEPARTMENT for COMMUNITY SUSTAINABILITY
Planning, Zoning and Historic Preservation Division
1900 2nd Avenue North · Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: September 17, 2014

TO: Members of the Planning & Zoning Board

FROM: Maxime Ducoste, Planning and Preservation Manager
Curt Thompson, Community Planner

SUBJECT: **PZB Project Number 14-02200001**: Consideration of

- A recommendation to the Planning & Zoning Board on a request for **Voluntary Annexation** from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land 2.301 acres in area generally located at 2269 2nd Avenue North;
- A recommendation to the Planning & Zoning Board on a request for a **Small Scale Future Land Use Map Amendment** from the Palm Beach County Land Use designation of Industrial to a City of Lake Worth Future Land Use designation of Industrial (I);
- A recommendation to the Planning & Zoning Board on a request for a **Zoning Map Amendment** from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Industrial – Park of Commerce (I – POC) Zoning District.

P&ZB Meeting Date: September 17, 2014

BACKGROUND/ PROPOSAL:

The applicant is requesting to annex a 2.301 acre parcel of land, located at 2269 2nd Avenue North, into the City of Lake Worth. The current owner, Suno Nursery, has operated on the site since the 1970's as a wholesale nursery and landscape maintenance. The proposed new owner intends to continue in the same business model with an emphasis on commercial landscape maintenance.

During a review of the property, the owner's zoning consultant discovered the site had no prior land use approvals. The applicant is voluntarily proposing to annex into the City of Lake Worth. In order to legally continue to operate as a wholesale nursery and landscape maintenance business, an application for rezoning, future land use amendment and a conditional use approval are necessary to ensure compliance with the City of Lake Worth's Land Development Regulations (LDRs).

The site located at 2269 2nd Avenue North, is a Palm Beach County "pocket", in that it lies within the southern border of the City's I-POC Zoning District. The new owner intends to

continue the existing use. Currently, the site has a Palm Beach County zoning designation of Residential High Intensity (RH), which is not consistent with the Future land Use (FLU) category of Industrial (IND). Thus, the applicant, wishes to annex their property into the City's Industrial (I) Future Land Use and the I-POC Zoning District.

Staff forwarded the proposed annexation request and related documents for comments from the Site Plan Review Team. The following comments were received:

1. Lake Worth Drainage District staff had no objection to this proposed annexation.

ANALYSIS:

The requested annexation is consistent with the following Objective and Policies of the Future Land Use Element within the City's adopted Comprehensive Plan:

- **Objective 1.3.8: Maintain a policy of expansion through voluntary annexation.**
- Policy 1.3.8.1: Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation.
- Policy 1.3.8.2: Continue to promote orderly annexation of land where service delivery in the annexed area will be consistent with and equal to those provided for existing corporate lands.
- Policy 1.3.8.3: Consider requests for annexation on a case-by-case basis utilizing good planning methods and practices.
- Policy 1.3.8.4: Ensure that development plans for annexed parcels are compatible with adjacent areas.
- Policy 1.3.8.5: Require infrastructure services available to a proposed annexation area at a level consistent with adopted level of service standards.
- Policy 1.3.8.6: Ensure that annexed areas do not become a financial burden by requiring applicants to demonstrate proposed impacts upon the City infrastructure system in the annexation process.
- Policy 1.3.8.7: Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy.

- Policy 1.2.2.9: Locational Strategy for the Industrial Category - The Industrial land use category is intended for mapping the area located west of I-95, known as the Park of Commerce. This location offers parcels of vacant and under-utilized land that provide a logical setting for development of office, manufacturing and light to moderate industrial uses that have the potential for increased traffic generation. This location also enjoys direct access to I-95 via the 10th Avenue North highway interchange

The proposed Future Land Use designation of Industrial (I) is appropriate for the site and is consistent with adjacent properties along 2nd Avenue N. located within the City. The proposed Future Land Use Map amendment is depicted in Exhibit “E”

The proposed zoning designation of Industrial – Park Of Commerce (I-POC) is appropriate for the site and is consistent with surrounding properties which front 2nd Avenue North within the City. The I-POC District allows for low and moderate intensity commercial uses including administrative and professional offices, medical offices, retail-type business services, low-intensity financial institutions, low-intensity convenience sales, personal services, and eating and drinking establishments. The proposed zoning map amendment is depicted in Exhibit “F”.

CONSEQUENT ACTION:

The Planning and Zoning Board’s recommendations will be forwarded to the City Commission for consideration at the next available regularly scheduled meeting.

STAFF RECOMMENDATION:

Staff recommends that the Planning & Zoning Board approve the following:

- Approval of the Voluntary Annexation petition in accordance with the City’s Comprehensive Plan;
- Approval of the Small Scale Future Land Use Map Amendment to assign a Future Land Use designation of Industrial (I);
- Approval of the Zoning Map Amendment to assign an initial zoning of Industrial – Park of Commerce (I – POC) District.

POTENTIAL MOTIONS:

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB No. 14-02200001: Request for voluntary annexation of a 2.301 acre parcel of land (P.C.N. 00-43-44-20-01-093-0010) located at

2269 2nd Avenue North from Palm Beach County to the City of Lake Worth, WITH/WITHOUT County recommendations;

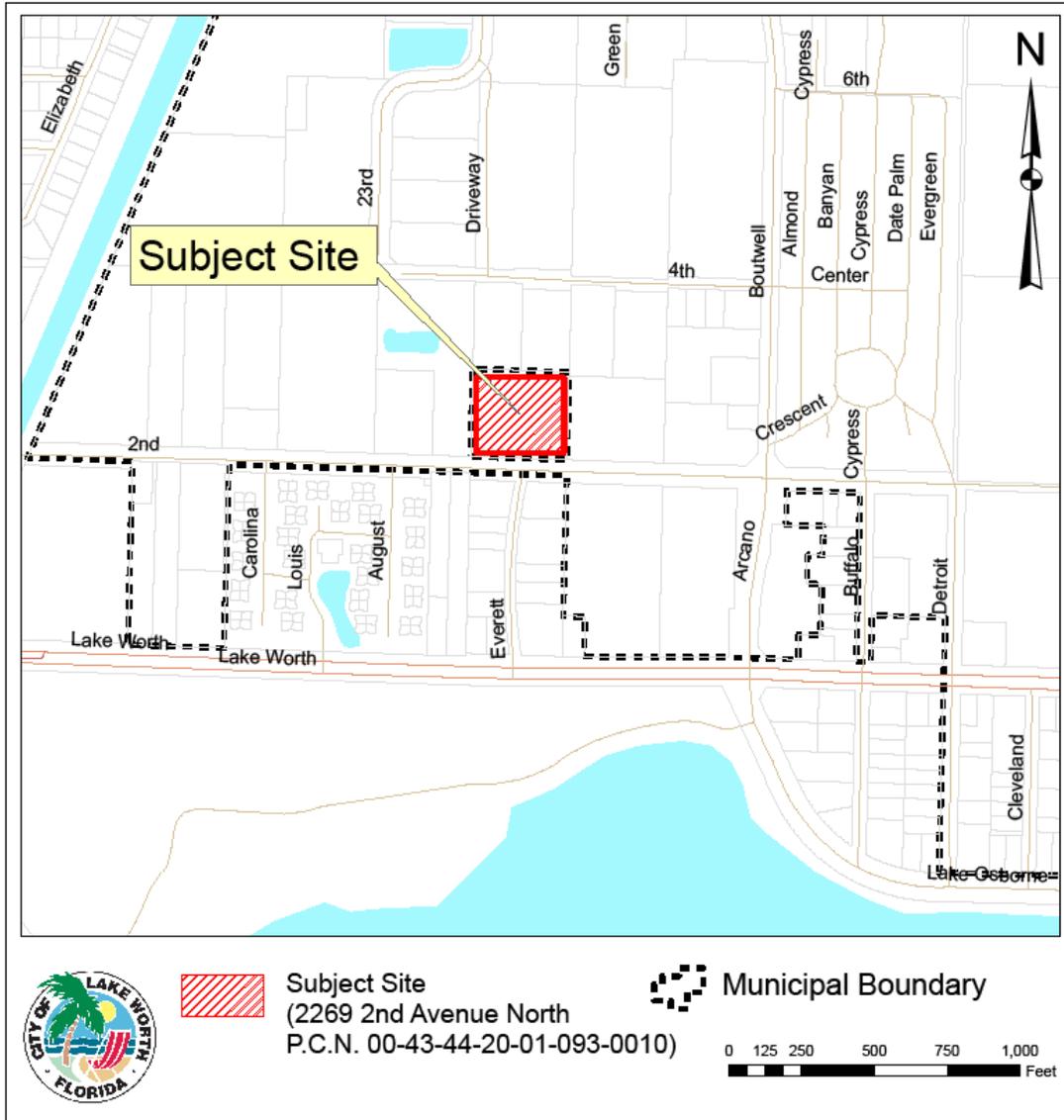
I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB No. 14-02200001: a Small Scale Future Land Use Map (FLUM) change from the County land use designation of Industrial (IND) to the City of Lake Worth land use designation of Industrial (I).

I MOVE THAT THE BOARD FORWARD TO THE CITY COMMISSION A RECOMMENDATION TO APPROVE/DISAPPROVE P&ZB No. 14-02200001: Zoning Map Amendment from Palm Beach County zoning of Residential High Intensity (RH) to a City zoning designation of Industrial – Park of Commerce (I-POC).

Attachments:

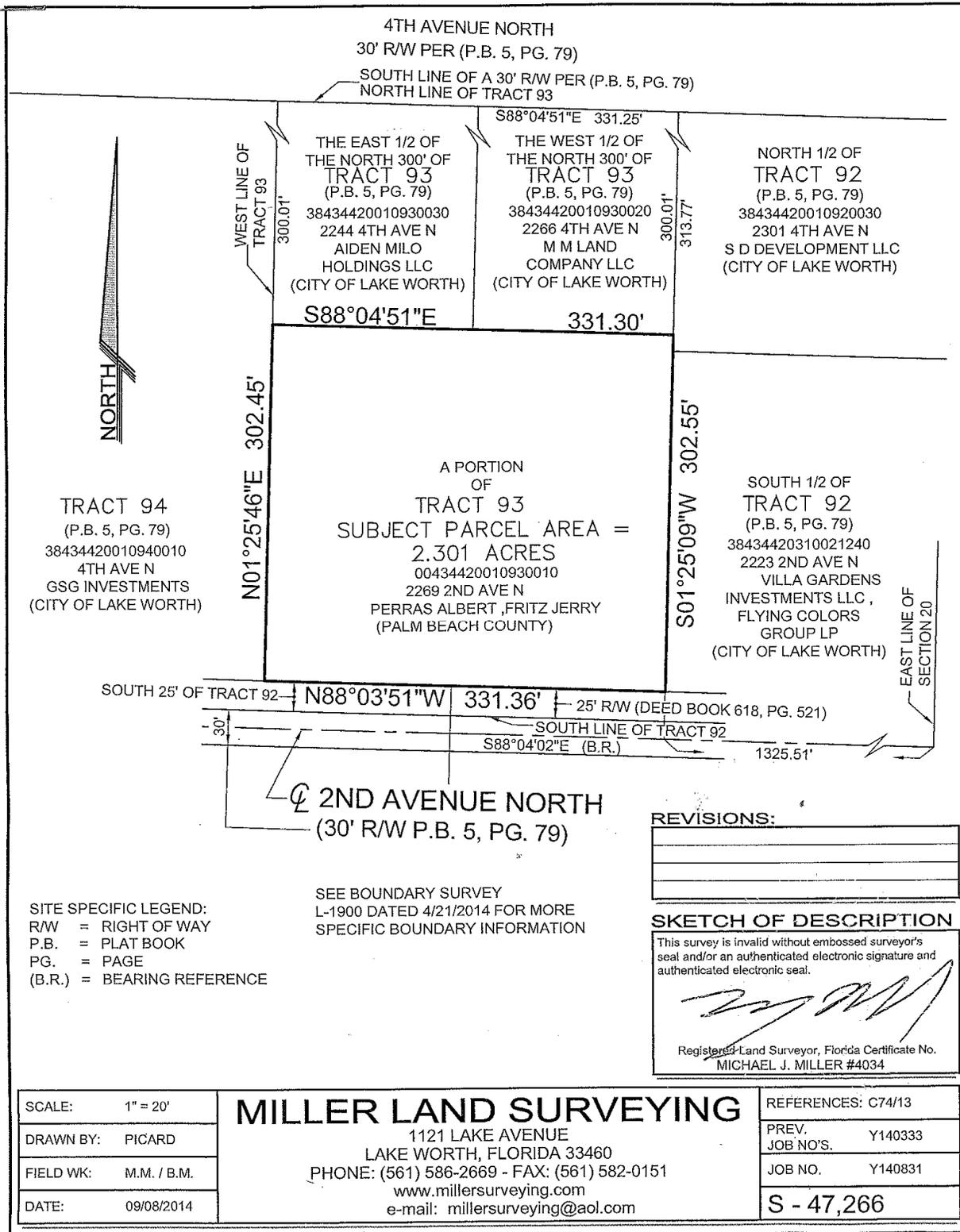
- Location Map & Legal Description – Page 5
- Survey – Page 6
- Petition Request – Pages 7 & 8
- Warranty Deed – Pages 9 & 10

LOCATION MAP



LEGAL DESCRIPTION

Tract 93, less the North 300 feet and less the South 25 feet thereof, of Model Land Co.'s Subdivision of Section 20, Township 44 S, Range 43 E, recorded in Plat Book 5 at Page 79 of the Public Records of Palm Beach County, Florida.



September 8, 2014

PETITION FOR VOLUNTARY ANNEXATION

PROPOSAL:

The PROPERTY OWNER, JERRY FRITZ on behalf of the applicant, Leaderscape Palm Beach, LLC requests the VOLUNTARY ANNEXATION into the City of Lake Worth Florida designating the site's zoning as industrial (POC-I), the same category that has existed since 1989 on Palm Beach County's Comprehensive Land Use Map.

The property, located at 2269 2nd Avenue North, is currently located in Unincorporated Palm Beach County. The site has a PBC Residential High Intensity (RH) zoning designation with a Future Land Use category of Industrial (IND). Located on the north side of 2nd Avenue N and within the Park of Commerce (POC) Boundary area, the owner proposes a voluntary annexation into the City of Lake Worth. The sites frontage abuts 2nd Avenue N on the north and adjacent properties on the east and west are within the boundaries of the Lake Worth Park of Commerce. The Voluntary Annexation of the site into the City of Lake Worth will ensure consistency with both the City and POC comprehensive plan, zoning regulations and requirements. Letters have been obtained from the adjacent property owners located in the Park of Commerce that support this petition.

HISTORY:

The 3.2 acre site is located in Unincorporated Palm Beach County, a "County Pocket", 2269 2nd Avenue N. and bordered by the City of Lake Worth on the east, west and north elevations. The owner, SUNCO Nursery, has operated on the site since the 1970's as a wholesale nursery and landscape maintenance business. The new owner intends to continue in the same basic business model with an emphasis on commercial landscape maintenance.

The site has a Palm Beach County Residential High Intensity (RH) zoning designation, however, the Future Land Use (FLU) is Industrial (IND). Hence, application for annexation, rezoning and a conditional use application has been submitted to the City. Because the site already has a PBC FLU designation of INDUSTRIAL, a future land use amendment is a formality. As an option, the site is eligible for rezoning from RH to Light Industrial (IL) within unincorporated PBC; however, because the site is within the boundaries of the City and Park of Commerce this request for annexation is more practical and consistent because it will square off the Park of Commerce southern boarder rather than continuing as a "county pocket."

REQUEST FOR VOLUTARY ANNEXATION:

The site is a Palm Beach County "pocket" and lies within the southern border of the Lake Worth Park of Commerce within the City of Lake Worth. Currently, the site has a PBC Future Land Use (FLU) category of Industrial (IND) consistent with the City of Lake Worth Park of Commerce Industrial (POC-I) designation.

Compliance with the City of Lake Worth Comprehensive Plan and Zoning Code Section 23.2-18, Annexations and Initial Zoning:

I. The Legal Description is: Tract 93. Less the North 300 feet and less the South 25 feet thereof of Model Land Co.'s. Subdivision of Section 20' Township 44 S, Range 43 E, recorded in Plat Book 5 at Page 79 of the Public Records of Palm Beach County, Florida.

II. The applicant requests the POC-I zoning designation.

III. Zoning and Future Land Use applications requesting the POC-I zoning designation have been submitted to the City.

IV. An exhibit, prepared by a licensed surveyor, which shows the points of contiguity, has been provided.

Thus, the applicant, Leaderscape Palm Beach, LLC on behalf of the owner, Jerry Fritz, has met the requirements for the Voluntary Annexation to incorporate the property into the City of Lake Worth and Park of Commerce with the Industrial Zoning designation. The voluntary annexation into the Park of Commerce would have the POC-I zoning designation which mirrors the majority of the sites in the POC. Utilities serving the site are also under the jurisdiction of the City of Lake Worth Public Works.

Therefore, Voluntary Annexation is the most practical choice for the owner and beneficial to the City of Lake Worth.

On behalf of the Applicant, Leaderscape Palm Beach, it is with great Faith that this use merits your consideration and approval for the Annexation. The project manager is Jim Frogner of Frogner Consulting, LLC.

Perras/Fritz Warranty Deed
Page 2

ORB 12044 Pg 1089
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

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

Kelly A. Davis
WITNESS:

Kelly A. Davis
WITNESS:

Dan Smith
WITNESS:

Darin Gurewicz
WITNESS:

DeLois R. Perras
DeLois R. Perras
DIFIP 620176279520 x 2002

Albert J. Perras
Albert Perras
DIFIP 620030220910 x 2002

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of August, 2000 by DeLois R. Perras, joined by her husband, Albert Perras, who are personally known to me or who produced drivers license as identification.



Evelyn Kristof
Commission # 66848482
Expires June 22, 2003
Bonded Third
Atlantic Bonding & Svc. Inc.

Evelyn Kristof
Name: Evelyn Kristof
Notary Public
My Commission Expires: June 22, 2003

Grantee I.D. No.

Not a Certified Copy



PLANNING & PRESERVATION DIVISION
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY
 CITY OF LAKE WORTH
 1900 2ND 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: _____

Project Location: _____

Legal Description: _____ Date Platted: _____

PCN: 38-43-44-____-____-____ Existing Zoning: _____ Proposed Zoning: _____

Existing FLU: _____ Proposed FLU: _____

Proposed Use: Residential; Density _____; Commercial _____ SF; Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	\$ _____	<input type="checkbox"/> PAID _____	<input type="checkbox"/> DUE _____

Project Manager/Contact Person: _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

Applicant Name (if different from Project Manager): _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

Owner Name: _____

Company: _____

Address: _____
(Street Address) (City) (State) (Zip)

Phone No.: _____ E-Mail Address: _____

OWNER'S CONSENT

_____ ("Owner") certifies that it is the owner of the property located at _____ ("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 _____, 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: _____

Name/Title of Signatory: _____

STATE OF _____)
COUNTY OF _____)
The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(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).

PRIOR APPROVALS:

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

ADJACENT PROPERTY INFORMATION:

Complete the following table for all surrounding properties. Information located at www.lakeworth.org/business/planning-zoning/.

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North			
South			
East			
West			

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.

Development Standard	Required	Provided
Lot Size (Acreage and SF)		
Lot Width (Frontage)		
Building Height	Primary	
	Accessory	
Setbacks	Front (_____)	
	Rear (_____)	
	Side (_____)	
	Side (_____)	
Living Area	Single-Family	
	Multi-Family	
Accessory Structure Limitation		
Impermeable Space Coverage		
Building Coverage		
Maximum Wall Height at Setback		
Floor Area Ratio Limitation		

AFFIDAVIT OF COMPLETENESS AND ACCURACY

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

Project Name: _____ 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.

(Name - type, stamp or print clearly)

(Signature)

(Name of Firm)

(Address, City, State, Zip)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)

SIGN POSTING AGREEMENT

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

Applicant: _____

Property Owner: _____

Contact Phone No.: _____

Property Location: _____

I, _____, 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. _____.

Signature: _____ Date: _____

Name/Title of Signatory: _____

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

(Signature of Notary Public)

(Name of Notary)

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ORDINANCE NO. 2014-30 OF THE CITY OF LAKE WORTH, FLORIDA;
CHANGING THE ZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A
FROM COUNTY ZONING RESIDENTIAL HIGH INTENSITY (RH) TO CITY OF
LAKE WORTH ZONING INDUSTRIAL – PARK OF COMMERCE (I-POC);
PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED;
PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner of the property described below in
Exhibit A (the “Property”) has petitioned the City of Lake Worth (the “City”) to
voluntarily annex the Property into the City and, as part of such annexation, for
a change in the Property’s zoning from the County’s zoning category of
Residential High Intensity to the City’s zoning of Industrial – Park of Commerce;
and

WHEREAS, City staff has reviewed the request to rezone the Property
from a County zoning designation of Residential High Intensity to a City zoning
designation of Industrial – Park of Commerce; and

WHEREAS, on September 17, 2014, the City Planning and Zoning
Board recommended approval of such zoning change to the Property; and

WHEREAS, The City Commission finds that the zoning of Industrial –
Park of Commerce is consistent with the land use designation of Industrial (I);
and

WHEREAS, the City has duly noticed this Ordinance as required in
Section 166.041, Florida Statutes; and

WHEREAS, the City Commission has determined that the adoption of
this Ordinance is in the best interest of the citizens and residents of the City of
Lake Worth.

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

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The parcel of land more particularly described in Exhibit A is
hereby designated as Industrial – Park of Commerce zoning within the City of
Lake Worth.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby
repealed.

Section 4. 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

50 the invalid provision or application, and to this end the provisions of this
51 Ordinance are declared severable,

52

53 Section 5. This Ordinance shall become effective ten (10) days after passage.

54

55 The passage of this Ordinance on first reading was moved by Commissioner
56 _____, seconded by Commissioner _____, and upon being put to a
57 vote, the vote was as follows:

58

59 Mayor Pam Triolo
60 Vice Mayor Scott Maxwell
61 Commissioner Christopher McVoy
62 Commissioner Andy Amoroso
63 Commissioner John Szerdi

64

65

66 Mayor Pam Triolo thereupon declared this Ordinance duly passed on first
67 reading on the 21st of October, 2014.

68

69 The passage of this Ordinance on second reading was moved by
70 Commissioner _____, seconded by Commissioner _____,
71 as amended and upon being put to a vote, the vote was as follows:

72

73 Mayor Pam Triolo
74 Vice Mayor Scott Maxwell
75 Commissioner Christopher McVoy
76 Commissioner Andy Amoroso
77 Commissioner John Szerdi

78

79 Mayor Pam Triolo thereupon declared this Ordinance duly passed and enacted
80 on the 4th day of November, 2014.

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82

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LAKE WORTH CITY COMMISSION

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86

By: _____
Pam Triolo, Mayor

87

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89 ATTEST:

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92 _____
Pamela J. Lopez, City Clerk

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EXHIBIT A

LEGAL DESCRIPTION

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Tract 93, less the North 300 feet and less the South 25 feet thereof, of Model Land Co.'s Subdivision of Section 20, Township 44 S, Range 43 E, recorded in Plat Book 5 at Page 79 of the Public Records of Palm Beach County, Florida.



CITY OF LAKE WORTH

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

AGENDA DATE: October 21, 2014, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-31 - First Reading - amend various sections in Land Development Regulations and schedule the public hearing date for November 4, 2014

SUMMARY:

The Ordinance amends Chapter 23 – Land Development Regulations including three (3) articles of Chapter 23 of the Code of Ordinances: General Provisions, Administration, and Supplemental Regulations.

BACKGROUND AND JUSTIFICATION:

On August 6, 2013 the City of Lake Worth adopted Chapter 23 – Land Development Regulations (LDRs) of the Code of Ordinances. The sign code has not been reviewed recently. These amendments to the LDRs affect three (3) articles. Specifically, they include Article 1, Section 23.2-12 – “Definitions”, Article 2, Section 23.2-30 – Site plan review, Article 5, Section 23.5-1 – “Signs”, Section 23.5-3 – Nonconforming Lots of Record and Section 23.5-9 – Public Purpose Dedications. As implementation of the new code progresses, several definitions, and the sign code needed to be clarified and edited to provide consistency and improve clarity. In addition, recent site plan applications have involved dedication of properties for public rights of way and the LDRs do not address this issue at the moment. The public purpose dedication addition will address this lack of clarity and procedure on this issue.

On September 17, 2014 the Planning & Zoning Board at its regularly scheduled meeting discussed the amendments to the LDRs and voted 6-0 to recommend approval to the City Commission.

The Historic Resources Preservation Board at its regularly scheduled meeting of October 8, 2014 reviewed the amendments to the LDRs and voted 5-0 to recommend approval to the City Commission.

MOTION:

I move to approve/disapprove Ordinance No. 2014-31 on first reading and schedule the public hearing date for November 4, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
P&ZB/HRPB Staff Report
P&Z Board and HRPB Draft Minutes
Ordinance



City of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North- Lake Worth, Florida 33460 - Phone: 561-586-1687

DATE: September 25, 2014

TO: Members of the Historic Resources Preservation Board

FROM: William Waters, Director for Community Sustainability
Maxime Ducoste, Planning and Preservation Manager

SUBJECT: **P&ZB PR NO. 14-02900003**: Consideration of a request for a **Text Amendment** to Section 23.5-1, Signs, to add subsection regarding signs standards for non-residential properties located within the Mixed Use – West (MU-W) zoning district and consideration of recommendation concerning proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.

Meeting Date: October 8, 2014

BACKGROUND AND JUSTIFICATION:

The applicant, Value Place Hotel, through Scott Backman of Dunay, Miskel, Backman, Blattner, LLP. proposes to amend the City of Lake Worth sign regulations to provide standards for non-residential properties located within the Mixed Use – West (MU-W) zoning district. Signage is one of the most important marketing techniques for businesses, both large and small alike. The request is being made because Value Place Hotel, an extended stay facility, is to be constructed at 2171 10th Avenue North, in the Mixed Use – West (MU-W) zoning district (see Attachment “A” - Location Map). The site plan and conditional land use of the project was approved by the Planning and Zoning Board on May 21, 2014. The applicant desires greater signage for the development than what the Land Development Regulations allow.

2013, was the year of adoption of the new Land Development Regulations, but the City’s sign code section has not been reviewed recently. The sign regulations control signage uniformly and irrespectively of its location across the entire City of Lake Worth. The applicant in its justification (see Attachment “B”), states that the City’s existing signage regulations take a “one size fits all” approach for non-residential signage in the City, although the neighborhoods and districts are unique in their character and atmosphere; in addition, certain uses have distinctly different signage needs than others. As such, the applicant with its need for greater sign than that allowed by code is proposing to amend Section 23.5-1 (f) to add a subsection regarding sign standards for properties within the MU-W zoning district according to the property uses. The applicant proposed language is provided in attachment “B”.

Staff acknowledges the need to review and update the sign code and concur with the applicant. The applicant’s proposal caters specifically to an area of the city where development characteristics are more representative of a suburban setting. The Mixed Use Zoning District, principally located on the western part of the city, is intended to provide for the establishment and expansion of a broad range of

office and commercial uses, including moderate intensity and higher intensity commercial, hotel/motel and medium-density multiple family residential development along the city's western thoroughfares. However, Staff is of the opinion that the applicant's proposal represents an aggressive approach in responding to the need of developments and businesses in that part of the City.

As such, staff is conversely proposing a more sympathetic amendment to the sign code, which include addressing changeable copy throughout the city and not as proposed by the applicant. Staff proposal is more suitable and appropriate to the uniqueness characteristics of the City of Lake Worth while acknowledging the needs and challenges of developments and business located in the City as a whole. In addition, as the code progress, several definitions, and section of code require clarification and edits/additions to provide consistency, improve understanding and facilitate implementation as well as address issues that have arisen. Attachment "C" of this report includes the proposed highlight/strike-thru version of those sections of the code which are proposed to be amended.

In this round of amendments, we are proposing the additional amendments as follows:

Article 1 – General Provisions, Section 23.2-12 – "Definitions" related to Changeable copy sign;
Article 2 – Administration, Section 23.2-30 – "Site plan review", related to Minor Site Plan Amendments;
Article 5 –Supplemental regulations, Section 23.5-1 – "Signs", Section 23.5-3, related to Nonconforming Lots of Record; and Section 23.5-9: to include language related to Public Purpose Dedications.

In addition, the proposed amendments presented by staff will afford the opportunity for economic development along the western part of the City while preserving the fabric and characteristics that exist elsewhere in the City. Considering the extensive level of applicant's request, staff recommends denial of this request. However, staff recommends approval of the alternative sign text amendment presented in attachment "D", which also include the additional changes proposed by staff.

After consideration from the September 17, 2014 Planning and Zoning Board Meeting, the Board approved Staff recommendation with few amendments. The amendments, provided in attachment "D", relate to the percentage of changeable copy and the requirement of a unified master sign plan.

CONSEQUENT ACTION:

The decision of the Historic Resources Preservation Board will be a recommendation to the City Commission, which will make the final decision.

STAFF RECOMMENDATION:

Staff recommends that the Historic Resources Preservation Board **DENY** the request for a **Text Amendment** to add Section 23.5-1, Signs, to add subsection regarding signs standards for non-residential properties located within the Mixed Use – West (MU-W) zoning district as requested by the applicant.

Alternatively, Staff recommends that the Historic Resources Preservation Board **APPROVE** the request for a **Text Amendment** to Section 23.5-1, Signs, to add subsection regarding signs standards for non-

residential properties located within the Mixed Use – West (MU-W) zoning district as proposed by staff and including the amendments to:

Article 1 – General Provisions, Section 23.2-12 – “Definitions” related to Changeable copy sign; Article 2 – Administration, Section 23.2-30 – “Site plan review”, related to Minor Site Plan Amendments; Article 5 – Supplemental regulations, Section 23.5-1 – “Signs”, Section 23.5-3, related to Nonconforming Lots of Record; and Section 23.5-9: to include language related to Public Purpose Dedications.

POTENTIAL MOTIONS:

“I MOVE TO APPROVE/DENY **PZB/HRPB PR NO. 14-02900003**: Consideration of a request for a **Text Amendment** to add Section 23.5-1, Signs, to add subsection regarding signs standards for non-residential properties located within the Mixed Use – West (MU-W) zoning district as requested by the applicant.

“I MOVE TO APPROVE/DENY **PZB/HRPB NO. 14-02900003**: Consideration of a request for a **Text Amendment** to add Section 23.5-1, Signs, to add subsection regarding signs standards for non-residential properties located within the Mixed Use – West (MU-W) zoning district as proposed by staff and including the following amendments:

Article 1 – General Provisions, Section 23.2-12 – “Definitions” related to Changeable copy sign; Article 2 – Administration, Section 23.2-30 – “Site plan review”, related to Minor Site Plan Amendments; Article 5 – Supplemental regulations, Section 23.5-1 – “Signs”, Section 23.5-3, related to Nonconforming Lots of Record; and Section 23.5-9: to include language related to Public Purpose Dedications.

Attachments:

- A. Location Map
- B. Justification Statement and Applicant Proposed Sign Code Text Amendment
- C. Staff Proposed Sign Code Text Amendment and additional LDR amendments

District pursuant to Section 23.2-7.c of the Lake Worth Land Development Regulations. The subject property address is 1105 2nd Ave South.

PCN#:38-43-44-21-15-079-0170

- a. Board Questions/Comments: Awning attachment to building; step extension and relation to property line; status of alley/street to west of property; request for clarification of Applicant; request for clarification of parking in relation to the existing entrance; discussion of entrance in relation to location address; discussion that awning selection could be more creative
 - b. Staff responded with explanation of step extension in relation to property line; addressed parking; explanation of parking in relation to alley and respective of landscape code; explanation that facility was City owned; explanation of City's RFP process for selection of entities to provide arts uses within the facility ; clarification of plans for operations; possibility of future review for modifications of awning treatment and front façade
 - c. Staff requested that Board motion include a provision that the Applicant work with Staff to fine tune details of treatment to front façade in a manner acceptable to the Florida D
 - d. **Action:** Motion made by Ms. Sharpe with a second by Mr. Zoellner ext alt a recommended by Staff and to include the Conditions of Approval; and to include the Staff recommendation regarding treatment to front façade
 - Discussion motion: Additional discussion of awning treatment**Vote:** Ayes: Mr. Blackman; Mr. Zoellner; Mr. Robinson; Mr. Engel; and Ms. Sharpe
Nays: None
 - e. Part B. Consideration of a Conditional Land Use application to allow high intensity cultural and artisanal arts (fine arts fabrication facility) in the Artisanal Industrial (AI) Zoning District pursuant to Section 23.2-7.c of the Lake Worth Land Development Regulations
 - f. Staff comments: Mr. Ducoste Stated that Staff review the Applicant had met requirements for Conditional Land Use
 - g. **Action:** Motion made by Mr. Engel with a second by Ms. Sharpe to approve HRPB Project Number 14-00100192, part (b) Request for Conditional Land Use to allow high intensity cultural and artisanal arts (fine arts fabrication facility) in the Artisanal Industrial (AI) Zoning District
Vote: Ayes: Mr. Blackman; Mr. Zoellner; Mr. Robinson; Mr. Engel; and Ms. Sharpe
Nays: None
Motion carried five (5) to zero (0)
3. PZB/HRPB PR NO. 14-02900003: Consideration of a request for a Text Amendment to Section 23.5-1, Signs, to add subsection regarding signs standards for non-residential properties located within the Mixed Use - West (MU-W) zoning district and consideration of recommendation concerning proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth Code of Ordinances.
- a. Staff Comments: Mr. Ducoste: Stated that Applicant and Staff were in agreement regarding the proposed amendment; reviewed the related Code sections; deferred to the Applicant for additional questions
 - b. Board discussion: Request for clarification of applicable zoning districts; and lighting related to monument signs

- c. Staff Comments: Mr. Waters: Clarified changes to signage code language as related to wall signs with changeable copy, and to monument signs; clarification of foot candle measurement of lighting impact to adjacent properties
- d. Applicant Comments: Dwayne Dickerson, Esq.
 - Stated sign codes were changing in an effort to apply standards in consideration of sign size in relation to building size; stated that Applicant and Staff had reached a compromise; and offered to address questions
- e. **Action:** Motion made by Mr. Zoellner with a second by Ms. Sharpe that the Board recommend approval to the City Commission PZB/HRPB PR NO. 14-02900003: Consideration of a request for a Text Amendment to add Section 23.5-1, Signs, to add subsection regarding signs standards for non-residential properties located within the Mixed Use – West (MU-W) zoning district as requested by the applicant; and to add Section 23.5-1, Signs, to add subsection regarding signs standards for non-residential properties located within the Mixed Use – West (MU-W) zoning district as proposed by staff and including the following amendments:
Article 1 – General Provisions, Section 23.2-12 – “Definitions” related to Changeable copy sign; Article 2 – Administration, Section 23.2-30 – “Site plan review”, related to Minor Site Plan Amendments; Article 5 –Supplemental regulations, Section 23.5-1 – “Signs”, Section 23.5-3, related to Nonconforming Lots of Record; and Section 23.5-9: to include language related to Public Purpose Dedications.
Vote: Ayes: Mr. Blackman; Mr. Zoellner; Mr. Robinson; Mr. Engel; and Ms. Sharpe
Nays: None
Motion carried five (5) to zero (0).

F. Unfinished Business

1. HRPB Project Number 14-00100149: Consideration of a Certificate of Appropriateness (COA) for window replacement to the subject property located 810 North Lakeside Dr. PCN# 38-43-44-21-15-420-0021.
 - a. Staff comments: Ms. Sunny
 - Stated case was continuation from Sept 10 2014 regular meeting; that property had been designed in Mediterranean style by local noted architect, Edgar S. Wortman; that building had changed over time regarding window and door replacement; Applicant proposed replacement of 11 second floor windows; that Staff's position was that the proposal was not consistent with the comprehensive plan; that better alternatives existed which would be more reflective of the original window design; that plans would be reviewed by Staff as part of building permit process; described differences between proposed vinyl windows and original window style and design; stated that Staff recommended use of casement windows; and stated that size and dimension of proposed replacement window would reduce original window opening size
 - b. Applicant comments: Scott Key
 - Demonstrated a casement window; addressed Board questions related to details of various window options; described window thickness as related to each window option; and stated that casement windows could be used given the Applicant's agreement

2. Cases:

- a. P&ZB PR NO. 14-02900003: Consideration of a request for a Text Amendment to Section 23.5-1, Signs, to add subsection regarding sign standards for non-residential properties located within the Mixed Use - West (MU-W) zoning district and consideration of recommendation concerning proposed amendments to Chapter 23 (Land Development Regulations) of the Lake Worth of Code of Ordinances.
 1. Staff Comments: Mr. Ducoste
 - Stated that the proposal was a request to add standards to non-residential properties; request made by Value Place; proposal was for additional sign standards for the Mixed Use West Zoning District; and stated that development characteristics of the district were more representative of a suburban setting and allowed for a variety of moderate to high intensity commercial and retail uses, as well as medium density residential uses. He stated that the request was made by Value Place Hotel; would allow for increased signage; Staff proposed addressing changeable copy. He stated that Staff proposal also addressed additional edits to the LDRs
 - He reviewed the Code Articles contained within the proposal; stated that Board would make a recommendation to the City Commission; stated that Staff recommended denial of the Applicant request; but that Staff recommended approval of Staff proposed edits, and reviewed the Staff proposal.
 2. Board Questions/Comments: Request for clarification of difference between the Applicant proposal, and Staff proposal
 3. Applicant Comments: Scott Backman, Esquire, Agent
 - Agreed that changes proposed by Staff were better for the City; reviewed graphic representation which he stated would clarify differences in proposals; stated that the request included standards that were proportionate with the scale of the property and the use; provided graphic of monument sign with changeable copy, and wall signage allowed by current code compared to that proposed by the Applicant; stated that the Applicant was comfortable with changes to wall signage regulations as proposed by Staff, but proposed alternative to Staff's proposal for changeable copy signage; reviewed graphics demonstrating monument signage with 25% and 35% changeable copy area; reviewed analysis of regional sign standards; and offered to address Board Questions
 4. Board Comments/Questions: Request for clarification of the purpose of the requested code change; request for clarification of changeable copy size, and wall sign size; discussion of importance of signage and clarification of size limitations based upon the property's size; request for clarification of districts where changeable copy regulations applied; and when changeable copy allowed on wall signs. Discussion of signage for mixed use development; discussion of lumens limitations; discussion to allow changeable copy sign for principal use associated with a property; and discussion of consensus to Code language.
 - Mr. Waters: Responded to Board comments by addressing lack of standards within existing sign code; addressed pending development within the district,

and the potential impact of change to sign code; reviewed additional regulations specific to changeable copy signs; and discussed allowances per use for instances in which multiple uses would exist at one location as addressed by provision for overall sign plan.

5. Board Attorney Comments: Ms. Alterman advised Board members that the provision for a master sign plan could be included in the language for the Mixed Use District

6. Public Comment: None

7. **Action:** Motion made by Mr. Zacks with a second by Mr. Humm that the Board approve P&ZB PR NO. 14-02900003 to add Section 23.5-1 signs, and subsection sign standards for non-residential properties within the Mixed Use West Zoning District to the Sign Code, as amended by Staff proposal to include: a provision to allow twenty-five percent (25%) limitation to changeable copy for wall signs; the principal use of a building to be allowed changeable copy signage; and requirement for overall sign plan for mixed use projects

Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks

Nays: None

Motion carried six (6) to zero (0)

8. **Action:** Motion made by Mr. Sherwin with a second by Mr. Humm that the Board approve P&ZB PR NO. 14-02900003 request for text amendment to add changes to Article I, General Provisions; Sec 23.2-12, Definitions; Article 2 Admin 23.2-30, Site Plan Review; Article 5, Supplemental Regulations 23.5-1 Signs, Sec 23.5-3 related to Non-conforming Lots of Record; Section 23.5-9 to include language related to Public Purpose Dedications as proposed by Staff.

Vote: Ayes: Mr. Rinaldi; Mr. Rice; Mr. Humm; Mr. Sherwin; Mr. Marotta; and Mr. Zacks

Nays: None

Motion carried six (6) to zero (0)

a. PZB Project Number 14-02200001: Consideration of the following:

" A recommendation to the Planning & Zoning Board on a request for Voluntary Annexation from unincorporated Palm Beach County to the City of Lake Worth of a parcel of land 2.301 acres in area generally located at 2269 2nd Avenue North; PCN#: 00-43-44-20-01-093-0010

" A recommendation to the Planning & Zoning Board on a request for a Small Scale Future Land Use Map Amendment from the Palm Beach County Land Use designation of Industrial to a City of Lake Worth Future Land Use designation of Industrial (I);

" A recommendation to the Planning & Zoning Board on a request for a Zoning Map Amendment from the Palm Beach County Multi Family Residential (RH) Zoning District to the City of Lake Worth Industrial - Park of Commerce (I - POC) Zoning District.

1. Staff Comments: Mr. Thompson

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2
3 ORDINANCE NO. 2014-31 OF THE CITY COMMISSION OF LAKE WORTH,
4 FLORIDA, AMENDING CHAPTER 23 LAND DEVELOPMENT REGULATIONS
5 OF THE CODE OF ORDINANCES TO ADOPT AMENDMENTS TO THE CITY
6 LAND DEVELOPMENT REGULATIONS BY AMENDING ARTICLE 1,
7 "GENERAL PROVISIONS", DIVISION 2, SECTION 23.1-12, "DEFINITIONS";
8 AMENDING ARTICLE 2, "ADMINISTRATION", DIVISION 2, SECTION 23.2-30,
9 "SITE PLAN REVIEW"; ARTICLE 5, "SUPPLEMENTAL REGULATIONS",
10 SECTION 23.5-1, "SIGNS"; SECTION 23.5-3, "NONCONFORMITIES";
11 ADDING SECTION 23.5-9, "PUBLIC PURPOSE DEDICATIONS"; PROVIDING
12 FOR SEVERABILITY; PROVIDING FOR CONFLICT, CODIFICATION, AND
13 PROVIDING FOR AN EFFECTIVE DATE.

14
15 WHEREAS, the City of Lake Worth, Florida (the "City") is a duly
16 constituted municipality having such power and authority conferred upon it by
17 the Florida Constitution and Chapter 166, Florida Statutes; and

18
19 WHEREAS, pursuant to Chapter 163, Florida Statutes, the City adopted
20 its Land Development Regulations to implement the Comprehensive Plan and
21 to direct development within the City; and

22
23 WHEREAS, these amendments are needed to clarify, correct and
24 enhance the existing Land Development Regulations; and

25
26 WHEREAS, these amendments have been reviewed and approved by
27 the Lake Worth Planning and Zoning Board, acting as the Local Planning
28 Agency; and

29
30 WHEREAS, these amendments have also been reviewed and approved
31 by the Lake Worth Historic Resources Preservation Board; and

32
33 WHEREAS, the City Commission has reviewed the recommended
34 amendments and has determined that it is in the best interest of the public
35 health, safety and general welfare of the City, its residents and visitors to adopt
36 these amendments.

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

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

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44 Section 2. Chapter 23, Land Development Regulations of the Code of
45 Ordinances is amended as follows:
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Chapter 23, Article 1, Division 2, Section 23.1-12 “Definitions” is amended as indicated in Exhibit A.

Chapter 23, Article 2, Division 3, Section 23.2-30 “Site Plan Review” is amended as indicated in Exhibit B.

Chapter 23, Article 5, Sections 23.5-1 (e), (f) and (g), “Sign Code” are amended as indicated in Exhibit C.

Chapter 23, Article 5, Section 23.5-3 “Nonconformities” is amended as indicated in Exhibit D.

Chapter 23, Article 5, is amended to add Section 23.5-9 “Public Purpose Dedication” as indicated in Exhibit E.

Section 3. All Exhibits in Section 2 above are incorporated herein by reference.

Section 4. 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 5. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 6. All Exhibits incorporated as Section 2 of this Ordinance shall be codified.

Section 7. 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
- Commissioner Scott Maxwell
- Commissioner Christopher McVoy
- Commissioner Andy Amoroso
- Commissioner John Szerdi

The Mayor, thereupon declared this Ordinance duly passed on first reading on the 21st day of October, 2014.

91 The passage of this Ordinance on second reading was moved by
92 Commissioner _____, seconded by Commissioner _____, and
93 upon being put to vote, the vote was as follows:
94

- 95 Mayor Pam Triolo
- 96 Commissioner Scott Maxwell
- 97 Commissioner Christopher McVoy
- 98 Commissioner Andy Amoroso
- 99 Commissioner John Szerdi

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103 The Mayor thereupon declared this Ordinance duly passed and enacted
104 on the 4th day of November , 2014
105 .

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108 LAKE WORTH CITY COMMISSION
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111 By: _____
112 Pam Triolo, Mayor
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114 ATTEST:

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117 _____
118 Pamela Lopez, City Clerk
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EXHIBIT A

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Section 23.1-12 Definitions is hereby amended as follows:

Changeable copy sign: Any freestanding, ground sign or wall sign or portion thereof comprised of letters, illustrations or symbols which are replaced automatically, digitally and/or manually and which ~~comprised of removable letters, words or numerals~~ indicating the names of persons associated with or events conducted upon, or products or services offered on the premises whereupon ~~which~~ the sign is maintained.

EXHIBIT B

Section 23.2-30 (c). Site plan review is hereby amended as follows

c) *Determination of type of site plan review procedure application.* Applications shall be submitted to the department for community sustainability. The development review official shall review development applications to determine if they require site plan review or approval as minor or major developments. If the application constitutes a major development, notice of the review by the appropriate board shall be given by publication, posting and courtesy mailing in accordance with the notice provision of this article. The development review official's determination shall be based on the following criteria:

1. Minor development ~~shall~~ may include the following:
 - a. Addition of awnings, canopies or ornamental structures; redesign and different location of pools, parking spaces and drives and driveways; modifications in stairs or elevations of decks, porches, terraces and fencing; or similar types of improvements;
 - b. Addition of up to twenty (20) parking spaces;
 - c. Attached or detached additions to buildings which do not increase the floor area by more than five thousand (5,000) square feet; and
 - d. New structures having less than ten thousand (10,000) square feet of floor area.
2. Major development shall include all development which is not determined to be minor development or that has the potential to negatively impact the surrounding neighborhood by the development review official.

EXHIBIT C

Section 23.5-1(e), "Sign Code" is hereby amended to read as follows:

16. Changeable copy signs.

- i. Changeable copy shall be allowed for the following uses along the major thoroughfares of the city.
 - 1. Hotels and Motels
 - 2. Institutional Uses
 - 3. Gas and Service Stations
 - 4. Movie Theaters and Playhouses
 - 5. Menu Board Signs for Restaurants
- ii. For monument signs changeable copy shall be regulated by the following restrictions:
 - 1. Digital copy shall have a minimum dwell time cycle of sixty (60) seconds.
 - 2. Digital copy shall be limited to one (1) message related to one (1) type of use per cycle
 - 3. Digital copy shall be limited to three (3) individual total cycles
 - 4. Changeable copy shall relate only to the principal use on a property
 - 5. Individual changeable copy messages may only be changed once in a four (4) hour period
- iii. For wall signs changeable copy shall be regulated by the following restrictions:
 - 1. Digital copy shall have a minimum dwell time cycle of two hundred and forty (240) minutes
 - 2. Digital copy shall be limited to one (1) message related to one (1) type of use per cycle
 - 3. Digital copy shall be limited to three (3) individual total cycles
 - 4. Changeable copy shall relate only to the principal use on a property
 - 5. Individual changeable copy messages may only be changed once in a twenty four (24) hour period
- iv. The following operating modes shall be prohibited:
 - 1. Flash: The condition created by displaying the same message intermittently by turning it on and off, on and off, with rapidity, or any other delivery mode that creates a flashing effect.
 - 2. Zoom: The look or condition created by expanding a message from a central point to its full size.
 - 3. Stop or danger: Any signs which use the word "stop" or "danger" or imply the need or requirement of stopping, or which are copies or imitations of official signs.

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4. Red, green or amber (or any color combination thereof):
Revolving or flashing light giving the impression of a police or
caution light shall be prohibited.

Amend Section 23.5-1(f) to add a subsection regarding sign standards for
properties within in the MU-W zoning district according to property uses, as
follows:

8. Mixed Use – West (MU-W) Zoning District

- A. The following regulations shall govern signage for commercial and
mixed use developments that are located within the MU-W zoning
district.
- B. All sign types permitted under subsection (e) above shall be
permitted in the MU-W zoning district. However, the regulations
contained in this subsection shall prevail in the case of a conflict.
- C. Properties that are over two (2) acres in gross area and located within
the MU-W zoning district shall be exempt from the total combined
sign area requirements.
- D. Wall Signs:
 - i. Total Sign Area for Primary Facades: Ten percent (10%) of the
area of primary building frontage façade that faces a public right of
way.
 - ii. Total Sign Area for Secondary Facades: Five percent (5%) of the
area of the secondary building facades visible from a public right
of way.
 - iii. Maximum Sign Area (per sign): One hundred (100) square feet.
 - iv. Maximum Number of Signs per Façade: One (1) Sign per
approved use with frontage within the associated façade.
 - v. Maximum Number of Signs per Individual Use: Three (3) Signs.
 - vi. Calculating the area of a building face: The area of a building face
shall be determined by multiplying the height of the building face
to the eave or to the top of the parapet and by the width of the
building face.
 - vii. If more than one (1) sign is to be placed on the same façade for
each of the approved uses within that façade, each use shall be
afforded a percentage of the overall limit of the sign area for the
façade based on the percentage of the linear footage of the
façade associated with each use.
- E. Ground Signs:

<u>Linear Business Frontage (feet)</u>	<u>Setback (feet)</u>	<u>Size (sq. ft.)</u>	<u>Maximum Height (feet)</u>
<u>50—100</u>	<u>3</u>	<u>48</u>	<u>8</u>
<u>101—200</u>	<u>3</u>	<u>64</u>	<u>10</u>

<u>201—300</u>	<u>3</u>	<u>100</u>	<u>12</u>
<u>301—400</u>	<u>3</u>	<u>150</u>	<u>12</u>
<u>401 or over</u>	<u>3</u>	<u>200</u>	<u>12</u>

- 254 i. Ground/monument signs may be designed with changeable copy
- 255 area. Such area shall not exceed thirty-five (35) percent of the
- 256 sign face or forty eight (48) square feet, whichever is less. Ground
- 257 signs shall not be constructed entirely as changeable copy.
- 258 ii. Ground/monument signs are prohibited on property with less than
- 259 fifty (50) feet of frontage.
- 260 iii. There shall be a minimum of fifty (50) feet between
- 261 ground/monument signs. Measurement shall be from any point
- 262 on the sign face of the first sign to any point on the sign face of
- 263 the second sign.
- 264 iv. The maximum number of ground signs on one (1) parcel shall be
- 265 two (2).

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267 F. Wall signs may be designed with changeable copy area. Such area

268 shall not exceed twenty-five (25) percent of the sign face or twenty-

269 five (25) square feet, whichever is less. Wall signs shall not be

270 constructed entirely as changeable copy

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272 G. Changeable Copy:

- 273 i. Changeable copy shall be allowed for the following uses in the
- 274 MU-W zoning district provided that the property frontage is along
- 275 either Tenth Avenue North or Lake Worth Road:
- 276 a. Hotels and Motels
- 277 b. Institutional Uses
- 278 c. Gas and Service Stations
- 279 d. Movie Theaters and Playhouses
- 280 e. Menu Board Signs for Restaurants
- 281 ii. For monument signs changeable copy shall be regulated by the
- 282 following restrictions:
- 283 a. Digital copy shall have a minimum dwell time cycle
- 284 of sixty (60) seconds.
- 285 b. Digital copy shall be limited to one (1) message
- 286 related to one (1) type of use per cycle
- 287 c. Digital copy shall be limited to three (3) individual
- 288 total cycles
- 289 d. Changeable copy shall relate only to the principal
- 290 use on a property
- 291 e. Individual changeable copy messages may only be
- 292 changed once in a four (4) hour period
- 293 iii. For wall signs changeable copy shall be regulated by the following
- 294 restrictions:

- 295 a. Digital copy shall have a minimum dwell time cycle
- 296 of two hundred and forty (240) minutes
- 297 b. Digital copy shall be limited to one (1) message
- 298 related to one (1) type of use per cycle
- 299 c. Digital copy shall be limited to three (3) individual
- 300 total cycles
- 301 d. Changeable copy shall relate only to the principal
- 302 use on a property
- 303 e. Individual changeable copy messages may only be
- 304 changed once in a twenty four (24) hour period
- 305 iv. The following operating modes shall be prohibited:
- 306 a. Flash: The condition created by displaying the same
- 307 message intermittently by turning it on and off, on
- 308 and off, with rapidity, or any other delivery mode that
- 309 creates a flashing effect.
- 310 b. Zoom: The look or condition created by expanding a
- 311 message from a central point to its full size.
- 312 c. Stop or danger: Any signs which use the word "stop"
- 313 or "danger" or imply the need or requirement of
- 314 stopping, or which are copies or imitations of official
- 315 signs.
- 316 d. Red, green or amber (or any color combination
- 317 thereof): Revolving or flashing light giving the
- 318 impression of a police or caution light shall be
- 319 prohibited.
- 320

321 Amend Section 23.5-1(f) to add a subsection regarding sign standards for
322 mixed use projects in the City requiring a unified master sign plan, as follows:

323 9. Unified Master Signage Plan

- 324
- 325 A. All proposed mixed use projects must include a unified master
- 326 sign plan to provide for an organized, aesthetically pleasing and
- 327 architectural appropriate location for all signage within the project.
- 328
- 329 B. Unified master signage plans shall address the following signage
- 330 at a minimum:
- 331 i. Monument signs
- 332 ii. Wall signs
- 333 iii. Directional signs
- 334 iv. Regulatory signs
- 335 v. Street signs.
- 336
- 337 C. Unified master signage plans shall be required as part of the site
- 338 plan, conditional land use, and mixed use planned development
- 339 review processes.

EXHIBIT D

Article 5 Section 23.5-3(c) is hereby amended as follows:

Nonconforming lots of record. A nonconforming lot of record is a platted lot which by width, depth, area, dimension or location does not meet current standards set forth in these LDRs. In any zoning district in which single-family dwelling units are permitted, notwithstanding limitations imposed by other provisions of these LDRs, a single-family dwelling unit and customary accessory buildings may be erected on any single nonconforming lot of record so platted on or before January 5, 1976. For lots in the College Park and Worthmore Park subdivisions, if two (2) or more such lots, or combination of lots or portions of lots, with continuous frontage in single ownership were of record on January 5, 1976, ~~and if all parts of the lots do not meet the requirements established for lot width and area,~~ the lands involved shall be considered to be an individual parcel or building site for the purpose of these LDRs and shall be no less than 50 feet in width. No portion of said parcel shall be used or sold in a manner which prevents compliance with lot width and area requirements established by these LDRs, ~~nor~~ For lots created after January 5, 1976, no shall any division of any parcel shall be made which creates a lot width or area below the requirements stated in these LDRs.

EXHIBIT E

Article 5 is amended by adding Section 23.5-9 “Public Purpose Dedication” as follows:

Sec. 23.5-9. Public Purpose Dedication

- a) Purpose and intent – It is the intent of this section to provide standards to apply to properties that provide a public purpose by dedicating right of way or other public property to the City when requested or required by the City.
- b) Applicability – For purposes of this section, dedication of property for a public purpose, when requested or required by the City, shall apply to all properties currently in the development review process or those that apply for development review after having dedicated property for the public purpose. This section shall be applied whether or not the property will be made non-conforming as a result of the dedication. Site improvements and conditions, including nonconforming features existing prior to the dedication, shall be subject to the nonconforming section of this code.
- c) Application – A property that has previously or will be dedicating right of way or other property to the City when requested or required by the City may file an application with the Director of Community Sustainability for public property credit as part of the site plan approval for the property.
 - 1. The application shall be as established by the Department and fee shall be as established by resolution.
 - 2. The application shall be part of a complete application for the appropriate approval for the property.
 - 3. The application shall be reviewed as a part of the complete approval process.
 - 4. If the application is approved, in accordance with the standards below, the density or intensity of the dedicated property shall be applied to the remainder of the property.
 - A. Credit shall also be given for the following development standards:
 - i. Building lot coverage;
 - ii. Impermeable lot coverage;
 - iii. Floor Area Ratio; and,
 - iv. Landscape Buffer.
 - B. Credit may be considered for the following requirements should a project further the policies, goals and objectives of the City’s Comprehensive Plan and adopted City Master Plans:
 - i. Utilities; and,
 - ii. Development Fees.



CITY OF LAKE WORTH

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

AGENDA DATE: October 21, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-32 – First Reading - amend the advisory board members' appointment process and schedule the public hearing date for November 4, 2014

SUMMARY:

This Ordinance adds provisions to appoint advisory board members in a timely fashion and clarifies the appointment hierarchy for elected officials.

BACKGROUND AND JUSTIFICATION:

In 2013, the City Commission adopted Ordinance No. 2013-21 which created a new board appointment process to allow vacancies and appointments to be filled on an as needed basis throughout the year. The former process only allowed for appointments to be made during the month of June. Since that time, staff has had an opportunity to monitor the process and is suggesting the proposed ordinance be adopted.

This Ordinance clarifies the appointment order hierarchy for elected officials, establishes a timeframe to appoint members within 30 days of notice from the City Clerk or her designee, and adds a provision to allow other elected officials to make appointments (if an elected official fails to timely appoint).

MOTION:

I move to approve/not approve Ordinance No. 2014-32 on first reading and schedule the public hearing date for November 4, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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ORDINANCE NO. 2014-32 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING SECTION 2-12 OF ARTICLE I OF CHAPTER 2 OF THE CODE OF ORDINANCES AMENDING PROCEDURES FOR THE APPOINTMENT OF BOARD MEMBERS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2013, the City Commission adopted a new process for the appointment of members to City’s boards;

WHEREAS, there is a need to clarify the new process in terms of the order of appointments and the timeframe for making such appointments;

WHEREAS, the City finds making such clarifications serves a valid public purpose.

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

Section 1. Section 2-12 of Article I of Chapter 2 of the Code of Ordinances is amended to read as follows:

Chapter 2

ADMINISTRATION

ARTICLE I. IN GENERAL

* * *

Sec. 2-12. Appointment of members of city boards and terms of office.

(a) Appointment of members to all city boards created by the city commission shall be as follows:

1. On city boards consisting of five members, each member of the city commission shall have one appointment in the following order: mayor, vice mayor, then numerically by each commission district.
2. On city boards consisting of seven members, the mayor and vice-mayor shall have two appointments and the remaining three commissioners shall each have one appointment in the following order: mayor, vice mayor, numerically by each commission district, mayor, then vice mayor.
3. On new city boards consisting of membership other than five or seven, the city commission shall specify the method of appointment in the enabling ordinance.

- 51 4. The city commission as a whole may appoint alternate
52 members to city boards to serve as a substitute for absent
53 regular members; and while so serving, the substitute shall
54 have the full power and authority of the absent member.
55 5. On city boards consisting of five members and two alternates
56 in their enabling ordinance, the mayor and vice-mayor shall
57 each have one member appointment and one alternate
58 appointment and the remaining three commissioners shall
59 each have one appointment in the following order: mayor, vice
60 mayor, numerically by each commission district, mayor, then
61 vice mayor.
62 6. The board appointments will be effective upon ratification by
63 the city commission as a whole during a public meeting.
64

65 (b) An elected official responsible for an appointment of a
66 member to a city board shall have 30 days to make the appointment.
67 The 30 days shall commence upon notification from the City Clerk or
68 designee to the elected official of the needed appointment. If the elected
69 official does not notify the City Clerk or designee of his or her
70 appointment within 30 days of the City Clerk or designee's notification,
71 the elected official waives his or her right to make that appointment.
72 Once waived, the City Clerk or designee shall notify the next elected
73 official responsible for an appointment to that city board. In the event
74 that the last responsible elected official waives his or her right to make
75 an appointment, the City Clerk or designee will notify the other elected
76 officials of the needed appointment and any elected official may bring
77 forward an appointment for ratification by the city commission as a whole
78 during a public meeting. In such a case, the appointed member shall be
79 assigned to the last responsible elected official who waived his or her
80 right to the appointment.
81

82 ~~(b)~~(c) The members and alternate members of all city boards
83 shall serve at the pleasure of the city commission. The members' terms
84 shall be as stated in the enabling ordinance of their respective boards;
85 however, all members shall continue to serve until a successor is
86 appointed. All members and alternate members are eligible for
87 reappointment.
88

89 ~~(e)~~ (d) Upon the adoption of this Ordinance, the City Clerk will
90 coordinate with the Mayor and City Commissioners to appoint new
91 members or new alternates as vacancies arise from time to time.
92

93 ~~(e)~~(e) All city boards created by general law, special act of the
94 legislature, or pursuant to other authority, shall follow the requirements of
95 the enabling legislation when such legislation is in conflict with this
96 Ordinance.
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98 Section 2. Section 1 of this Ordinance shall be codified.

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Section 3. 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 21st day of October, 2014.

The passage of this Ordinance on second reading was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 4th day of November, 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: October 21, 2014, Regular Meeting

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-33 - First Reading- clarifying violations and penalties of the previously adopted Palm Beach County Animal Regulation Ordinance and schedule the public hearing date for November 4, 2014

SUMMARY:

This Ordinance will clarify how violations of the Palm Beach County Animal Regulation Ordinance may be prosecuted and the penalties associated therewith.

BACKGROUND AND JUSTIFICATION:

Currently, the violation and penalty provisions of the adopted Palm Beach County Animal Regulation Ordinance (Chapter 6) are not clear. Specifically, it is unclear whether PBSO deputies may issue a civil citation or whether PBSO deputies are limited to issuing a "Notice to Appear", which is an arrest. The penalties associated with such violations are also unclear. PBSO has raised this issue with the City Attorney as PBSO often receives calls after-hours for dogs running at large. In most instances, the calls only warrant a warning or the issuance of a civil citation and not an arrest. Clarifying the provisions of Chapter 6 will assist PBSO in resolving such calls with a civil citation. The proposed changes do not prohibit PBSO from making an arrest in the event an arrest is deemed necessary.

MOTION:

I move to approve/not approve Ordinance No. 2014-33 on first reading and schedule the public hearing date for November 4, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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3 ORDINANCE NO. 2014-33 OF THE CITY COMMISSION OF THE CITY OF
4 LAKE WORTH, FLORIDA, AMENDING CHAPTER 6, "ANIMALS AND FOWL";
5 SECTION 6-2, "VIOLATION OF COUNTY ORDINANCE"; SECTION 6-6,
6 "RUNNING AT LARGE PROHIBITED"; SECTION 6-8, "RETAIL SALES DOGS
7 AND CATS"; AND, SECTION 6-9, "PENALTIES", TO CLARIFY THE
8 VIOLATION AND PENALTY PROVISIONS; PROVIDING FOR
9 SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

10
11 WHEREAS, pursuant to the home rule powers of the City of Lake Worth
12 ("City") granted by Chapter 166, Florida Statutes, the City has the authority to
13 exercise its police powers and regulatory powers to protect the health, safety
14 and welfare of its citizens; and

15
16 WHEREAS, the City Commission previously adopted the Palm Beach
17 County Animal Regulations Ordinance which sets forth regulations regarding
18 animals including without limitation animals running at large and retail sales of
19 dogs and cats; and

20
21 WHEREAS, there is a need to clarify that violations of the Palm Beach
22 County Animal Regulations Ordinance are civil infractions which may be
23 prosecuted as civil infractions or as municipal ordinance violations and the
24 penalties associated therewith; and

25
26 WHEREAS, making such clarifications will increase the enforceability of
27 the Palm Beach County Animal Regulations Ordinance; and

28
29 WHEREAS, the City has determined that the adoption of this Ordinance
30 serves to protect the public health, safety and welfare and serves a valid public
31 purpose.

32
33 NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION
34 OF THE CITY OF LAKE WORTH, FLORIDA, that:

35
36 SECTION 1. The foregoing "WHEREAS" clauses are true and correct
37 and are hereby ratified and confirmed by the City Commission.

38
39 SECTION 2. Chapter 6, "Animals and Fowl", Section 6-2, "Violation of county
40 ordinance", is hereby amended as follows:

41
42 **Sec. 6-2. Violation of county ordinance.**

43 Any person who shall be found in violation of any of the provisions of
44 "Palm Beach County Animal Regulation Ordinance," and any amendments
45 enacted thereto by the Board of County Commissioners of Palm Beach County,
46 shall be deemed to have committed an offense against the city. Such violations
47 ~~shall be deemed municipal ordinance violations and shall~~ may be punished as a
48 municipal ordinance violation as such according to in accordance with the

49 provisions of section 1-6 of this Code or a civil citation may be issued in
50 accordance with section 6-9 of this Code.

51

52 **SECTION 3.** Chapter 6, “Animals and Fowl”, Section 6-6, “Running at large
53 prohibited”, is hereby amended as follows:
54

54

55 **Sec. 6-6. Running at large prohibited.**

56

(a) As used in this section:

57

(1) *At large* shall mean off the premises of the owner and not
58 under the direct control of any person by leash, cord, chain, or
59 other physical constraint.

59

60

(2) *Owner* shall mean any person having or exercising any
61 rights of property in a dog, including the right of possession as a
62 keeper or custodian without pay.

62

63

(b) Any dog found running at large within the city limits is declared to
64 be a public nuisance. The owner of any dog found running at large shall
65 be guilty of a violation of this section and shall be subject to a penalty as
66 provided in section 6-89. In any prosecution brought under this section, it
67 shall not be necessary for the city to allege or prove knowledge or
68 neglect on the part of any accused person. Proof that a dog is
69 responsive to voice commands shall not be a defense in any prosecution
70 brought under this section.

70

71

(c) This section shall not apply to any police dog under the control of
72 a law enforcement officer, or to a search and rescue dog under the
73 control of fire department personnel.
74

74

75 **SECTION 4.** Chapter 6, “Animals and Fowl”, Section 6-8, “Retail sales of dogs
76 and cats”, is hereby amended as follows:
77

77

78

78 **Sec. 6-8. Retail sales of dogs and cats.**

79

80

(a) *Definitions.* For the purpose of this chapter:

81

82

Animal rescue organization means a duly incorporated nonprofit
83 organization devoted to the rescue, care and adoption of stray,
84 abandoned or surrendered animals and which does not breed animals.

84

85

Animal shelter means a municipal or related public animal shelter
86 or duly incorporated nonprofit organization devoted to the rescue, care
87 and adoption of stray, abandoned or surrendered animals, and which
88 does not breed animals.

88

89

Cat means an animal of the Felidae family of the order Carnivora.

89

90

Certificate of source means a document declaring the source of
91 origin of the dog or cat sold or transferred, or offered for sale or transfer,
92 by the pet store. The certificate shall include the name and address of
93 the original source of the dog or cat and license information if the original
94 source breeder is licensed by the United States Department of

93

94

95 Agriculture and shall be signed by both the pet store certifying the
96 accuracy of the certificate, and by the purchase or transferee of the
97 companion animal acknowledging receipt of the certificate.

98 *Dog* means an animal of the Canidae family of the [order]
99 Carnivora.

100 *Pet store* means any retail establishment open to the public that
101 sells or transfers, or offers for sale or transfer, dogs and/or cats,
102 including puppies and kittens, regardless of the age of the dog or cat.

103 *Pet store operator* means a person who owns or operates a pet
104 store, or both.

105
106 (b) *Sale or transfer of dog and/or cats.* No pet store shall display, sell,
107 trade, deliver, barter, lease, rent, auction, give away, transfer, offer for
108 sale or transfer, or otherwise dispose of dogs or cats in the city on or
109 after the effective date of this chapter.

110
111 (c) *Exemptions.* This chapter does not apply to:

112 (1) A person or establishment that sells, delivers, offers for
113 sale, trades, barter, leases, rents, auctions, gives away, or
114 otherwise transfers or disposes of only animals that were bred
115 and reared on the premises of the person or establishment;

116 (2) A publicly operated animal control facility or animal shelter;

117 (3) A private, charitable, nonprofit humane society or animal
118 rescue organization; or

119 (4) A publicly operated animal control agency, nonprofit
120 humane society, or nonprofit animal rescue organization that
121 operates out of or in connection with a pet store.

122
123 (d) *Certificate of source.*

124 (1) A pet store shall post and maintain in a conspicuous place,
125 on or within three (3) feet of each animals' kennel, cage or
126 enclosure, a certificate of source of each dog or cat offered for
127 sale or transfer, and shall provide a copy of such certificate to the
128 purchaser or transferee of any dog or cat sold or transferred.

129 (2) Any law enforcement officer or employee of a municipal or
130 county animal shelter may, at any time, request to review copies
131 of such certificates and, upon such request, the pet store must
132 present such certificates at that time and without delay.

133
134 (e) *Adoption of shelter and rescue animals.* Nothing in this section
135 shall prevent a pet store or its owner, operator, or employees, from
136 providing space and appropriate care for animals owned by a publicly
137 operated animal control agency, nonprofit humane society, or nonprofit
138 animal rescue agency that is registered with the county, and maintained
139 at the pet store for the purpose of adopting those animals to the public.

140
141 (f) *Violations—Enforcement.*

- 142 (1) Any person who commits an act in violation of this section
143 is may be prosecuted for such violation pursuant to section 1-6 of
144 this Code of Ordinances. Alternatively, a violation of this section
145 may be charged as a civil infraction pursuant to section 6-9 of this
146 Code of Ordinances, in which case, upon conviction, the person
147 shall be punishable as provided in section 6-9 of this chapter.
148 (2) The city may initiate a civil action in any court of competent
149 jurisdiction to enjoin any violation of this chapter.
150 (3) A pet store found to have falsified a certificate of source
151 shall pay two thousand five hundred dollars (\$2,500.00) in
152 damages to each recipient of such falsified certificate.
153

154 **SECTION 5.** Chapter 6, "Animals and Fowl", Section 6-9, "Penalties", is hereby
155 amended as follows:
156

157 **Sec. 6-9. Penalties.**

158 A violation of any provision of this chapter shall be a civil
159 infraction, the penalty for which shall be as follows:

- 160 (1) If the person alleged to have committed the infraction does
161 not contest the citation, the person shall pay to the City clerk a
162 fine amount as set forth in Code section 2-87 for a Class III
163 infraction of the county court a fine of a hundred dollars (\$100.00)
164 plus court costs.
165 (2) If the person contests the citation and requests a hearing
166 with the special magistrate in the county court, and if a violation is
167 found, the court special magistrate shall order the amount of the
168 fine, not to exceed five hundred dollars (\$500.00) plus
169 administrative costs.
170

171 Alternatively, a violation of any provision of this chapter may be
172 prosecuted pursuant to Section 1-6 of the Code.
173

174 **SECTION 6.** Severability. If any provision of this Ordinance or the application
175 thereof to any person or circumstance is held invalid, the invalidity shall not
176 affect other provisions or applications of the Ordinance which can be given
177 effect without the invalid provision or application, and to this end the provisions
178 of this Ordinance are declared severable.
179

180 **SECTION 7.** Repeal of Laws in Conflict. All ordinances or parts of ordinances
181 in conflict herewith are hereby repealed to the extent of such conflict.
182

183 **SECTION 8.** Codification. The sections of the ordinance may be made a part
184 of the City Code of Laws and ordinances and may be re-numbered or re-
185 lettered to accomplish such, and the word "ordinance" may be changed to
186 "section", "division", or any other appropriate word.

187 SECTION 9. This Ordinance shall become effective ten (10) days after
188 passage.

189
190 The passage of this Ordinance on first reading was moved by
191 Commissioner _____, seconded by Commissioner _____, and
192 upon being put to a vote, the vote was as follows:

- 193
- 194 Mayor Pam Triolo
- 195 Vice Mayor Scott Maxwell
- 196 Commissioner Christopher McVoy
- 197 Commissioner Andy Amoroso
- 198 Commissioner John Szerdi
- 199

200 The Mayor, thereupon declared this Ordinance duly passed on first
201 reading on the 21st day of October, 2014.

202
203 The passage of this Ordinance on second reading was moved by
204 Commissioner _____, seconded by Commissioner _____, and
205 upon being put to vote, the vote was as follows:

- 206
- 207 Mayor Pam Triolo
- 208 Vice Mayor Scott Maxwell
- 209 Commissioner Christopher McVoy
- 210 Commissioner Andy Amoroso
- 211 Commissioner John Szerdi
- 212

213 The Mayor thereupon declared this Ordinance duly passed and enacted
214 on the 4th day of November, 2014.

215
216 LAKE WORTH CITY COMMISSION

217
218
219 By: _____
220 Pam Triolo, Mayor

221 ATTEST:
222 _____
223 Pamela J. Lopez, City Clerk
224



CITY OF LAKE WORTH

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

AGENDA DATE: October 21, 2014, Regular Meeting

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2014-34 - First Reading- enact panhandling regulations to prohibit aggressive panhandling city wide and panhandling in certain locations and schedule the public hearing date for November 4, 2014

SUMMARY:

The Ordinance provides for definitions of panhandling and aggressive panhandling and bans aggressive panhandling city wide and panhandling in certain areas, primarily in front of buildings, around ATMs, and other places where people are in areas where they cannot readily escape the unwanted solicitation.

BACKGROUND AND JUSTIFICATION:

There has been an increase in panhandling and aggressive panhandling in the city, primarily in the downtown area and in those areas, such as sidewalk cafes, automated teller machines, the entrance/exit to and from buildings and parking areas. Currently, city ordinances do not provide adequate protection to the residents and visitors to the city from this unwanted and in some cases aggressive solicitation.

This ordinance provides for a definition of panhandling and specifies the locations where panhandling is prohibited, which are primarily places where a person cannot readily escape from the unwanted solicitation, such as sidewalk cafes, ATMs, entrances/exits to buildings and parking areas. The ordinance also provides a definition of aggressive panhandling, which is primarily soliciting money in a threatening manner or after a negative response to an initial act of solicitation. This type of panhandling is banned throughout the city.

MOTION:

I move to approve/not approve Ordinance No. 2014-34 on first reading and schedule the public hearing date for November 4, 2014.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Ordinance

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3 ORDINANCE NO. 2014-34 OF THE CITY OF LAKE WORTH, FLORIDA,
4 AMENDING CHAPTER 15, "OFFENSES – MISCELLANEOUS"; BY ENACTING
5 ARTICLE VI, "PANHANDLING", ESTABLISHING REGULATIONS ON
6 PANHANDLING AND AGGRESSIVE PANHANDLING; PROVIDING FOR
7 SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE
8

9 WHEREAS, the City Commission recognizes an individual's first
10 amendment right of free speech and that panhandling has been determined to
11 be protected speech; and

12 WHEREAS, the City Commission finds that an increase in aggressive
13 panhandling, begging and solicitation throughout the City has become
14 extremely disturbing and disruptive to residents and businesses and has
15 contributed to the loss of access to and enjoyment of public places and also
16 loss of customers for businesses in the City; and

17 WHEREAS, the City Commission finds that aggressive panhandling,
18 begging and solicitation usually includes approaching or following
19 pedestrians, repetitive requests for money, use of abusive or profane
20 language, unwanted physical contact and intentional blocking of pedestrian
21 traffic; and

22 WHEREAS, the City Commission finds that the presence of
23 individuals who solicit money from other individuals at or near outdoor cafes,
24 automated teller machines, entrances/exits to and from buildings and parking
25 areas is especially troublesome because these solicited individuals cannot
26 readily escape from unwanted solicitation; and

27 WHEREAS, the City Commission finds that the current city
28 ordinances are inadequate in protecting the health, safety and welfare of the
29 resident and visitors of the City in preventing the fear and intimidation that
30 accompanies certain types of begging, panhandling and solicitation in certain
31 locations within the City; and

32 WHEREAS, the City Commission finds that any individual that begs,
33 panhandles or solicits under circumstances that warrant a justifiable and
34 reasonable alarm or immediate concern for the safety of other individuals or
35 property in the vicinity by unwanted touching, detaining, impeding or
36 intimidation which causes fear or apprehension in another individual
37 constitutes a threat to the public health, welfare and safety of the citizens and
38 visitors of the City; and

39 WHEREAS, the City Commission finds establishing an ordinance to
40 address and prevent such begging, panhandling and soliciting will serve to
41 protect the public health, welfare and safety of the citizens and visitors of the
42 City and serves a valid public purpose.

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

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

Section 2. Chapter 15, “Offenses – Miscellaneous” is hereby amended by enacting Article VI, “Panhandling” to read as follows:

ARTICLE VI. PANHANDLING

Sec. 15-90. Definitions.

Definitions as used in this Article.

(a) Aggressive panhandling or solicitation means:

- (1) approaching or speaking to a person in such a manner as would cause a reasonable person to believe that the person is being threatened with either imminent bodily injury or the commission of a criminal act upon the person or another person, or upon property in the person's immediate possession;
- (2) continuing to request money or something else of value after the person solicited has given a negative response to the initial request;
- (3) blocking, either individually or as part of a group of persons, the passage of a solicited person;
- (4) touching a solicited person without explicit permission; or,
- (5) engaging in conduct that would reasonably be construed as intended to intimidate, compel or force a solicited person to accede to demands.

(b) Panhandling means:

- (1) any solicitation made in person requesting an immediate donation of money or other thing of value for oneself or another person; or
- (2) any solicitation which seeks a donation where the person solicited receives an item of little or no monetary value in exchange and where a reasonable person would understand that the transaction is in substance a donation.

Panhandling does not mean the act of passively standing or sitting, performing music, or singing with a sign or other indication that a donation is being sought, but without any vocal request other than a response to an inquiry by another person.

82 **Sec. 15-91. Prohibited Acts Regarding Panhandling.**

83 (a) It shall be unlawful to engage in the act of panhandling when
84 either the solicitation occurs or the person being solicited is located in,
85 on, or at any of the following locations:

- 86 (1) bus stop or any public transportation facility;
87 (2) public transportation vehicle;
88 (3) area within fifteen feet (15'), in any direction, of a sidewalk
89 café, as defined in the code;
90 (4) parking lot, parking garage, or parking pay station owned or
91 operated by the city;
92 (5) area within fifteen feet (15'), in any direction, of an
93 automatic teller machine;
94 (6) area within fifteen feet (15'), in any direction, of the
95 entrance or exit of a commercial or governmental
96 building;
97 (7) private property, unless the person panhandling has
98 permission from the owner of such property.

99 (b) It shall be unlawful to engage in the act of Aggressive
100 Panhandling in any location in the city.

101
102 Section 3. Severability. If any section, subsection, sentence, clause, phrase or
103 portion of this Ordinance is for any reason held invalid or unconstitutional by
104 any court of competent jurisdiction, such portion shall be deemed a separate,
105 distinct, and independent provision, and such holding shall not affect the validity
106 of the remaining portions thereof.

107
108 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in
109 conflict herewith are hereby repealed to the extent of such conflict.

110
111 Section 5. Codification. The sections of the ordinance may be made a part of
112 the City Code of Laws and ordinances and may be re-numbered or re-lettered
113 to accomplish such, and the word "ordinance" may be changed to "section",
114 "division", or any other appropriate word.

115
116 Section 6. Effective Date. This Ordinance shall become effective on ten (10)
117 days after passage.



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, NOVEMBER 04, 2014 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:**
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner John Szerdi
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Bryant Park Boat Ramp Parking Lot
10. **PUBLIC HEARINGS:**
11. **UNFINISHED BUSINESS:**
12. **NEW BUSINESS:**
 - A. Agreement with CGI Communications, Inc. for online video highlights of the City's community
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:

15. CITY MANAGER'S REPORT:

A. November 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.