



CITY OF LAKE WORTH

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

ADDITIONS/DELETIONS/REORDER TO THE CITY COMMISSION AGENDA TUESDAY, DECEMBER 02, 2014 - 6:00 PM

5. **PRESENTATIONS:**

F. (Delete) Sunset Ridge Neighborhood Association update

9. **CONSENT AGENDA:**

M. (Add) Temporary Construction Easement Agreement with Coastal Gunitite Construction Company for use of Old Bridge Park during the bridge construction repair

N. (Add) Ratify a board member to the Historic Resources Preservation Board



CITY OF LAKE WORTH

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AGENDA DATE: December 2, 2014, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Temporary Construction Easement Agreement with Coastal Gunitite Construction Company for use of Old Bridge Park during the bridge construction repair

SUMMARY:

This Agreement will allow Coastal Gunitite Construction Company to use a portion of Old Bridge Park as a staging area during the Florida Department of Transportation's (FDOT's) bridge repair work.

BACKGROUND AND JUSTIFICATION:

As a result of the FDOT's bridge repair construction activity, a staging area in close proximity to the undercarriage of the bridge is necessary in order to remove concrete debris and transfer materials. The contractor and the City came to an agreement to utilize a small portion of Old Bridge Park. This Agreement defines the terms, conditions, and compensation due the City for its use. The contractor will pay the City a sum of \$30,000 in a one time lump sum payment upon approval of this agenda item for the rental of the agreed upon area.

MOTION:

I move to approve/not approve a Temporary Construction Easement Agreement with Coastal Gunitite Construction Company.

ATTACHMENT(S):

Fiscal Impact Analysis

Temporary Construction Easement Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	30,000	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	30,000	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 Budget	Project #	Pre Exp; Balance	Revenue from this item	Post Project Balance
170-0000-381.10-31	Road Improvement Capital Projects Fund	0.00	N/A	0.00	30,000:	30,000:

C. Department Fiscal Review: __JB__

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("TCE") is made this 15 day of October 2014, by the **City of Lake Worth**, a Florida municipal corporation whose mailing address is 7 North Dixie Highway, Lake Worth, FL 33460 ("Grantor") and **Coastal Gunite Construction Company**, a Florida corporation whose mailing address is 16 Washington St., Cambridge, MD 21613 ("Grantee").

RECITALS

WHEREAS, the Grantor is the owner of that certain parcel of real property located in Palm Beach County, Florida, which is generally described as "Old Bridge Park" located at the northwest corner of S.R. A1A and Lake Avenue (hereinafter "TCE Area"); and,

WHEREAS, the Grantee requested a temporary construction easement from the Grantor over, across and under the TCE Area for the temporary accommodation of construction equipment, material, personnel and vehicles necessary for the construction work being performed by the Grantee for FDOT on the Robert A. Harris Bridge (SR 802 bridge); and,

WHEREAS, the Grantor is willing to enter this TCE and grant the requested temporary construction easement in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the grants and mutual covenants and agreements set forth herein,

the sufficiency of which are hereby acknowledged, the following grants, agreements and covenants are hereby made:

1. The foregoing RECITALS are true and accurate and are incorporated herein by reference.
2. This TCE shall begin on the date of Grantor's approval and shall continue for a term of six (6) months thereafter unless earlier terminated or extended by the parties as stated herein. The Grantor's City Manager is authorized to extend the term of this TCE or earlier terminated the same as stated herein. If extended, the Grantor's City Manager shall negotiate a fee to be paid to the Grantor for such extension.
3. Upon approval of this TCE by Grantor, the Grantee shall pay the Grantor \$30,000 (Thirty Thousand Dollars) within five (5) business days as consideration for this TCE and use of the TCE Area.
4. Grantor hereby grants and conveys to Grantee this non-exclusive TCE for the purpose of accommodating the encroachment of construction equipment, material, personnel and vehicles over, across and under the TCE Area in support of the Grantee's construction work on the SR 802 bridge. Grantee's use of the TCE Area must conform to the following requirements:
 - a. Storage by Grantee of any equipment, material, vehicles or other items in the TCE Area is limited to an area approximately 50ft. x 50ft. at the farthest west end of the TCE Area ("staging area").
 - b. Grantee shall maintain a 6ft. wide fisherman access along the entire seawall line for the term of this TCE.

- c. Grantee shall maintain the TCE Area in a clean and safe condition, free of debris, silt and hazards related to Grantee's activities; and, all of Grantee's equipment, material, vehicles or other items shall be stored in the staging area in a non-wrecked, working condition.
 - d. Grantee shall be responsible for installing, maintaining and removing any construction fencing Grantee may install for the staging area.
 - e. Grantee shall prior to, or promptly upon, the termination or expiration of this TCE restore the assigned TCE Area to the condition it was in prior to the date of this TCE less normal wear and tear.
 - f. Grantee shall promptly repair and restore the TCE Area disturbed by its activities including, without limitation, restoring eroded banks; repairing damaged concrete, paving, lighting, landscaping, car stops, utilities, sod or seawall(s); correcting washouts and potholes; and, remedying any other site damage cause directly or indirectly by Grantee, its employees, contractors, subcontractors, agents, invitees and guests.
 - g. Grantee shall correct all disturbed areas in the TCE Area within 12 hours of notification by the Grantor. Notification of disturbed areas may be provided by telephone or e-mail to Christian Villegas, Marine Division Manager, 16 Washington St., Cambridge, MD 21613 Office (410)228-8100 Email: Christian@coastalgunite.com.
 - h. Grantee shall comply with all City ordinances and other local, county, state and federal requirements and laws in use of the TCE Area.
 - i. Grantor authorizes the Grantee to use 5 parking stalls in the TCE Area free of charge. All other spaces utilized by Grantee in the TCE Area will be subject to parking fees.
 - j. Grantee shall not engage in any construction activity during Grantor events or usage of the park, which includes without limitation, Green Market activity occurring every Saturday and other events which may arise will require a 7 day written notice to the Grantee.
5. Consistent with its contract with FDOT and in order to maintain traffic, Grantee shall keep an east-west flow at all times on the SR 802 bridge and be responsible for the opening and closing of the bridge for boat traffic.
 6. Except for Grantor's regular events or usage, Grantor agrees that during the term of this TCE, Grantor shall not alter the TCE Area or adjacent property so as to cause any interference with Grantee's use of the TCE Area. Grantor may continue to use the TCE Area in anyway which is compatible with the rights granted to Grantee hereunder.
 7. The Grantee assumes all liability for and shall indemnify, hold harmless, and defend the Grantor, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (at the trial and appellate levels), in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Grantee, employees, its agents, officers, contractors, subcontractors, invitees or guests arising out of or related to this TCE. The Grantee's liability hereunder shall include all attorney's fees and costs (at the trial and appellate level) incurred by the Grantor in the enforcement of this indemnification provision. The obligations contained in this provision shall survive termination of this TCE and shall not be limited by the amount of any insurance required to be obtained or maintained under this TCE.
 8. The Grantor agrees to be fully responsible for its, its officers, officials and employees' negligent acts or negligent omissions which relate to or arise out of this TCE. Nothing herein shall be construed as consent by the Grantor to be sued by third parties in any matter which relates to or arises out of this TCE or construed as a waiver of Grantor's sovereign immunity, the limits of

liability or other provision of Section 768.28, Florida Statutes, or Florida law.

9. Upon complete restoration of the TCE Area, the Grantee may terminate this TCE at any time upon written notice to the Grantor.
10. If the Grantee fails to comply with any term or condition of this TCE, the Grantor shall provide Grantee with a three (3) day notice of non-compliance. If the Grantee fails to remedy its non-compliance within three (3) days of Grantee's receipt of Grantor's notice of non-compliance, the Grantor shall have the right to terminate this TCE and require the Grantee to immediately remove any and all equipment, materials, vehicles and other items from the TCE Area and to restore the same to its original condition (less normal wear and tear). If the Grantee fails to remove any of its equipment, materials, vehicles or other items from the TCE Area within three (3) days of the termination of this TCE, the Grantor shall have the right to remove and dispose of the same and Grantee shall be liable to Grantor for all expenses related to the Grantor's removal and disposal.
11. The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of their successors and assigns.
12. If any term or provision of this TCE, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this TCE, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this TCE shall be deemed valid and enforceable to the extent permitted by law.
13. Except for notices of disturbed areas, all notices required by this TCE shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, to the addresses provided above for the parties or by hand-delivery to the Grantor's City Manager or to the Grantee.
14. This TCE shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this TCE will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
15. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION OR DISPUTE RELATED TO THIS TCE.
16. This TCE 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 TCE, constitutes the entire agreement of the parties relating to the subject matter hereof. This TCE 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 TCE shall be effective unless in writing and executed by the party to be changed therewith.
17. This TCE shall create no rights or claims whatsoever in any person other than a party herein.

18. This TCE shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
19. PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the Grantee acknowledges that this TCE may be subject to investigation and/or audit by the Palm Beach County Inspector General.
20. Any provision of this TCE which is of a continuing nature or imposes an obligation which extends beyond the term of this TCE shall survive its expiration or earlier termination.
21. The Grantee shall, at its own expense, procure and maintain throughout the term of this TCE, with insurers acceptable to the Grantor, the types and amounts of insurance conforming to the following minimum requirements:
 - a. Workers' Compensation/Employer's Liability Insurance: The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease – Policy Limit
	\$1,000,000	Disease – Each Employee
 - b. General Liability Insurance: The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
 - c. Automobile Liability Insurance: The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Occurrence – Bodily Injury and Property Damaged Combined
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The insurance provided by the Grantee shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Grantor shall be excess of, and shall not contribute with, the insurance provided by the Grantee. Compliance with these insurance requirements shall not limit the liability of the Grantee. Any remedy provided to the Grantor by the insurance provided by the Grantor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Grantee) available to the Grantor under this TCE or otherwise.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Temporary Construction Easement Agreement to be executed on the date set forth above.

WITNESS:

CITY OF LAKE WORTH, FLORIDA

Print Name: _____

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Pamela J. Lopez, City Clerk

Glen J. Torcivia, City Attorney

COMPANY

GRANTEE:

COASTAL GUNITE CONSTRUCTION

By: _____

Print Name: CHRISTIAN VILLEGAS

Title: MARINE DIVISION MANAGER

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 24 day of November 2014, by Christian Villegas as M. D. M. of Coastal Gunite Construction Company, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following DL # V422-101-71-012-0 as identification.

Notary Public :

 **Michael Villegas**
COMMISSION # FF130151
Print Name: Michael Villegas
EXPIRES: JUN 05, 2018
My commission expires: 1st of June, 2018
BONDED THREE
FLORIDA NOTARY, LLC



CITY OF LAKE WORTH

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AGENDA DATE: December 2, 2014 – Regular Meeting

DEPARTMENT: City Commission

EXECUTIVE BRIEF

TITLE:

Ratify a board member to the Historic Resources Preservation Board

SUMMARY:

This item is to ratify Commissioner Christopher McVoy's appointment of Thomas Norris to the Historic Resources Preservation Board fill an unexpired term ending in July 31, 2016.

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 Christopher McVoy's appointment of Thomas Norris to the Historic Resources Preservation Board for a term ending in July 31, 2016.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Board Membership Application



APPLICANT'S NAME: Thomas A. Novus Jr
(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 **
- 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)) Thomas A. Norris, Jr
(print)

Residence: 302 North K St

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Driver's Lic

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) ^{493 4536} ~~379 1798~~ Business Phone: (561) 894-7500

Cell Phone: (561) 329 1798 Email Address: norrist@bellsouth.net

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? 15 yrs

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

Primary Res Only

What is your occupation? Librory Associate PBC Librory Sys

Employer? Palm Bch County

Business Address: (CRA board only) 14350 Heger Ranch Rd. Delray

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

High School: Braintree High Date of Graduation: 6-65

College: Clark Univ Degree: B.A. Date of Graduation: 6-69

Resume attached? yes no Masters Degree, Univ of Oregon
Urban Planning 6-73
(from the school of Architecture)

3. WORK EXPERIENCE

County with Palm Beach County library Sys.
Was with Borders Books in PBC until they closed
Was an Urban Planner for 25 years in Mass. and
Virginia ~~for~~. Worked for City of Hampton, Va;
City of Quincy, Ma. Was in private practice for
10 years

4. INTEREST/ACTIVITIES

Architecture, photography, history of
City planning.

5. COMMUNITY INVOLVEMENT

I attended planning & zoning meetings in L.W.
regularly until work hours and location
changed. Have worked in Boca/Delray area for 10 years,
In Braintree, Mass. I served as the planner
on a committee for a new library in a historic
district, working to make sure the library was
compatible with existing historic structures.
I was on the Building & Grounds committee
for a historic church in Boston, Kings Chapel,
Built in 1754.

Have in Lake Worth I spoke in favor of preserving a
historic building that became part of a condominium devel.

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

I have background in city planning and historic structures. I want to help preserve and conserve Lake Worth's architectural past. Architecture and preservation are my vocation and avocation.

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.**


Signature

PLEASE INITIAL 
12-1-14
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.



DRIVER LICENSE CLASS

THOMAS ARMAS

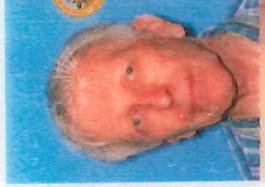
NORRIS JR

302 N K ST 7B

LAKE WORTH, FL 33460-0000

DOB: [REDACTED] SEX: [REDACTED] HGT: [REDACTED]

ISSUED: [REDACTED] EXPIRES: 03-25-2021



REST: [REDACTED] ENDORSE: [REDACTED]

Operation of a motor vehicle constitutes consent to any sobriety test required by law.