



## 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, JANUARY 06, 2015 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Pastor Sherry Colby, Victory Worship Center
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. Proclamation declaring January 17, 2015, as Arbor Day
  - B. Certificates of Appreciation to Captains Jamie Nevad and Steve Appleby for their years of service
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
  - A. City Commission Meeting - November 4, 2014
  - B. City Commission Special Meeting - December 2, 2014
  - C. City Commission Meeting - December 2, 2014
  - D. City Commission Special Meeting - December 9, 2014
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
  - A. Resolution No. 01-2015 - Fiscal Year 2014/2015 third budget amendment
  - B. Resolution No. 02-2015 - agreement with the Supervisor of Elections Office for

Agenda Date: \_\_\_\_\_ “Regular Meeting” or “Work Session” or “Special Meeting”

equipment use and election services

- C. Resolution No. 03-2015 - set the general election ballot scheduled on March 10, 2015
- D. Resolution No. 04-2015 - extend the Economic Development Electricity Incentive Rate program
- E. Resolution No. 05-2015 - adopt the 2015 Revised Palm Beach County Local Mitigation Strategy
- F. Agreement with AT&T to extend the City's primary rate interface (PRI) contract for one year
- G. Agreement with Mock Roos and Associates for engineering design, permitting, and bid phase services for the 2 Inch Watermain Replacement Program, Year 1
- H. Utility Easement dedicated by P.B.T., Inc. as a condition of site plan approval for Badcock Furniture Store located at 1630 South Dixie Highway
- I. Ratify board members to various City advisory boards
- J. General Release Agreement with Leona Funder

**10. PUBLIC HEARINGS:**

- A. Ordinance No. 2015-01 - Second Reading and Public Hearing - designate a Residential Planned Development (RPD) located at 2430 Lake Worth Road

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

**13. LAKE WORTH ELECTRIC UTILITY:**

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

1) Update on the electric utility system

- 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:**

Agenda Date: \_\_\_\_\_ “Regular Meeting” or “Work Session” or “Special Meeting”

A. January 20, 2015 Draft Commission Agenda

**16. ADJOURNMENT:**

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

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

## PROCLAMATION

- WHEREAS,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS,** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal.

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

**JANUARY 17, 2015**

as

**ARBOR DAY**

and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 6<sup>th</sup> day of January, 2015.

---

Pam Triolo, Mayor

ATTEST:

---

Pamela J. Lopez, City Clerk

# CITY OF LAKE WORTH

THE CITY OF LAKE WORTH EXPRESSES APPRECIATION TO

# Steve Appleby

In grateful recognition of outstanding public service faithfully rendered to  
the City of Lake Worth and its citizens.

---

PAM TRIOLO, MAYOR

---

PAMELA J. LOPEZ, CITY CLERK

# CITY OF LAKE WORTH

THE CITY OF LAKE WORTH EXPRESSES APPRECIATION TO

# James Nevad

In grateful recognition of outstanding public service faithfully rendered to  
the City of Lake Worth and its citizens.

---

PAM TRIOLO, MAYOR

---

PAMELA J. LOPEZ, CITY CLERK

**MINUTES  
CITY OF LAKE WORTH  
REGULAR MEETING OF THE CITY COMMISSION  
NOVEMBER 4, 2014 – 6:00 PM**

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

**1. ROLL CALL:**

Present were Mayor Pam Triolo, Vice Mayor Scott Maxwell, and Commissioners Andy Amoroso and John Szerdi. Commissioner Christopher McVoy 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 Pastor Tony Cato, New Hope Baptist Church.

**3. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Commissioner John Szerdi.

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

Action: Motion made by Commissioner Szerdi and seconded by Vice Mayor Maxwell to waive the rules to:

- Reorder Consent Agenda, Item E to New Business as Item C - Resolution No. 69-2014 – finalize and execute a Lease Purchase Agreement with TCF Equipment Finance to finance and purchase 70 golf carts;
- Reorder Consent Agenda, Item B to New Business, as Item D - Resolution No. 67-2014 – support the County’s continued membership in the Treasure Coast Regional Planning Council;
- Add to Consent Agenda, Item K – Purchase Order with AIG Specialty Insurance Company for pollution liability coverage for Fiscal Year 2014-2015; and
- Approve the agenda as amended.

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

**5. PRESENTATIONS:**

**A. Update provided by the South Palm Park Neighborhood Association**

Ted Johnson, President, said the South Palm Park Neighborhood Association was established in 1963; he described their boundaries; and

provided information on their homes, landscaping projects, \$3,300 revitalization matching grant, butterfly garden, neighborhood banners, and activities.

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

Commissioner Szerdi: thanked South Palm Park Neighborhood Association for all of the work they did; said there was a lot of interest in The Cottages of Lake Worth, encouraged neighborhood associations to get involved with The Cottages of Lake Worth, and said The Cottages of Lake Worth would be releasing their coffee table book soon.

Commissioner Amoroso: thanked the Neighborhood Association Presidents Council and the City's Event Coordinator for last weekend's Halloween event at the Cultural Plaza; announced that over 200 children visited the Library on Halloween; announced the Veterans Day Parade on November 8, 2014, and cited other upcoming weekend events in the downtown area.

Vice Mayor Maxwell: announced his attendance at Mayor Priscilla Taylor's Call to Action roundtable discussion facilitated by Congressman Alcee Hastings and said the meeting addressed what could be done to promote mentoring programs for young minority groups. He suggested the City adopt a mentoring program, beginning with the elected officials down to the department staff to be role models, and reach out and identify Lake Worth youth. He said he was impressed with the roundtable discussion meeting and walked away from the meeting wanting clean, safe neighborhoods for children. He commented that he would schedule a meeting with Mayor Taylor to discuss how Lake Worth could get involved.

Mayor Triolo: announced the Educational Council meetings, made up of principals and leaders, would be resuming to discuss challenges and what could be done to help the Palm Beach County School Board. She thanked the Literacy Coalition for their recent event to have volunteers read to students and announced that over 800 children around the City were read to. She invited the Commissioners to work on school programs to invite students to City Hall and learn how meetings were run, to talk about local government, and explain local government did. She announced that she would be attending a Sister Cities meeting on November 6, 2014, along with elected officials from surrounding cities to discuss challenges facing all of them.

**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: Katie McGiveron, Loretta Sharpe, and Mary Lindsey.

The following individual spoke on an issue written on her comment card.

Teresa Miller invited everyone to participate in a bicycle tour of cottages in Lake Worth on November 22, 2014.

**8. APPROVAL OF MINUTES:**

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

- A. Joint City Commission/Electric Utility Advisory Board Work Session – October 14, 2014**
- B. City Commission Meeting – October 21, 2014**

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

**9. CONSENT AGENDA:**

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

**A. Resolution No. 66-2014 – Fiscal Year 2015 second budget amendment**

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

RESOLUTION NO. 66-2014, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

**B. (Reordered to New Business as Item D) Resolution No. 67-2014 – support the County's continued membership in the Treasure Coast Regional Planning Council**

**C. Resolution No. 68-2014 – provide December 26, 2014, as an administrative day off**

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

RESOLUTION NO. 68-2014 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING DECEMBER 26, 2014 AS AN ADMINISTRATIVE DAY OFF FOR ALL CITY EMPLOYEES; AUTHORIZING THE HUMAN RESOURCES

DIRECTOR TO ESTABLISH RULES FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

- D. Finalize a Purchase Agreement with E-Z-Go Division of Textron, Inc. for 70 golf carts**
- E. (Reordered to New Business as Item C) Resolution No. 69-2014 – finalize and execute a Lease Purchase Agreement with TCF Equipment Finance to finance and purchase 70 golf carts**
- F. Contract with JMS Construction for Bryant Park boat ramp parking lot improvements**
- G. Agreement with Uretek Holdings, Inc. for stormwater pipe repairs**
- H. Agreement with E.C. Stokes Mechanical Contractor, Inc. to replace City Hall’s air condition unit**
- I. Agreement with Allied Universal Corporation for the purchase of sodium hypochlorite (bleach)**
- J. Easement Agreement with Royal Building Group, LLC for access, drainage and utilities from Detroit Street to 1100 Boutwell Road**
- K. (Added) Purchase Order with AIG Specialty Insurance Company for pollution liability coverage for Fiscal Year 2014-2015**

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

**10. PUBLIC HEARINGS:**

- A. Ordinance No. 2014-28 – Second Reading and Public Hearing – voluntary annexation of 2.3 acres of land located at 2269 2<sup>nd</sup> Avenue North**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-28 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, ANNEXING THE PROPERTY LOCATED 2269 2<sup>ND</sup> 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.

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve Ordinance No. 2014-28 on second reading.

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

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

**B. Ordinance No. 2014-29 – Second Reading and Public Hearing – small scale future land use map amendment on property located at 2269 2<sup>nd</sup> Avenue North**

City Attorney Torcivia read the following ordinance by title only:

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.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2014-29 on second reading.

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

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

**C. Ordinance No. 2014-30 – Second Reading and Public Hearing – rezone property located at 2269 2<sup>nd</sup> Avenue North**

City Attorney Torcivia read the following ordinance by title only:

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.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-30 on second reading.

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

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

**D. Ordinance No. 2014-31 – Second Reading and Public Hearing – amend various sections in Land Development Regulations**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-31 OF THE CITY COMMISSION OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 23 LAND DEVELOPMENT REGULATIONS OF THE CODE OF ORDINANCES TO ADOPT AMENDMENTS TO THE CITY LAND DEVELOPMENT REGULATIONS BY AMENDING ARTICLE 1, "GENERAL PROVISIONS", DIVISION 2, SECTION 23.1-12, "DEFINITIONS"; AMENDING ARTICLE 2, "ADMINISTRATION", DIVISION 2, SECTION 23.2-30, "SITE PLAN REVIEW"; ARTICLE 5, "SUPPLEMENTAL REGULATIONS", SECTION 23.5-1, "SIGNS"; SECTION 23.5-3, "NONCONFORMITIES"; ADDING SECTION 23.5-9, "PUBLIC PURPOSE DEDICATIONS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-31 on second reading.

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

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

**E. Ordinance No. 2014-32 – Second Reading and Public Hearing – amend the advisory board members' appointment process**

City Attorney Torcivia read the following ordinance by title only:

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.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-32 on second reading.

Mayor Triolo announced that this was the time for public comment.

Herman Robinson commented that a single board member appointment made by a single Commissioner, vetted by a separate committee or staff, was more political than what was good for the City. He said the ordinance was good and hoped that more adjustments to the process would be made.

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

**F. Ordinance No. 2014-33 – Second Reading and Public Hearing – clarify violations and penalties of the previously adopted County Animal Regulation Ordinance**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-33 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 6, "ANIMALS AND FOWL"; SECTION 6-2, "VIOLATION OF COUNTY ORDINANCE"; SECTION 6-6, "RUNNING AT LARGE PROHIBITED"; SECTION 6-8, "RETAIL SALES DOGS AND CATS"; AND, SECTION 6-9, "PENALTIES", TO CLARIFY THE VIOLATION AND PENALTY PROVISIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2014-33 on second reading.

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

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

**G. Ordinance No. 2014-34 – Second Reading and Public Hearing – enact panhandling regulations to prohibit aggressive panhandling city-wide and in certain locations**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-34 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 15, "OFFENSES – MISCELLANEOUS"; BY

ENACTING ARTICLE VI, "PANHANDLING", ESTABLISHING REGULATIONS ON PANHANDLING AND AGGRESSIVE PANHANDLING; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve Ordinance No. 2014-34 on second reading.

Mayor Triolo announced that this was the time for public comment.

Cara Jennings said, a new ordinance that impacted constitutional freedom, such as this one, warranted extensive factual backup material. The replacement of the City Hall air chiller on the agenda had more backup than this controversial law. She said that it was too vague, which set it up for a legal unconstitutional challenge, and needed to have been discussed at a work session with more backup material provided. Ft. Lauderdale also had lot of challenges to their anti-homelessness and panhandling ordinance. She said there was a problem with more homeless at the Cultural Plaza, but this ordinance was a "knee jerk" response to the serious issue of poverty. She asked what services the City was moving forward with to address the underlying reason why people were panhandling. She asked the Commission not to vote on this ordinance because there should have been more factual backup material provided.

Mayor Triolo explained that this Ordinance provided definitions of panhandling and aggressive panhandling. It also banned aggressive panhandling city-wide and in certain areas, primarily in front of buildings, around Automated Teller Machines (ATM), and other places where people were in areas where they could not readily escape the unwanted solicitation. This was not an anti-homelessness ordinance. She commented that the City approved an interlocal agreement with the County in 2012 to end homelessness and provided the homeless with transportation to and from shelters at no cost to them.

City Attorney Torcivia explained that many cities had adopted similar ordinances that stood up to challenges. This Commission had been very supportive of homelessness and homeless programs.

Panagioti Tsolkos commented that a former Commission voted to give people looking for work on sidewalks a hard time. The American Civil Liberties Union (ACLU) had to step in and, as a result, he said a better solution was found. Mandating this ordinance opened up abuse and injustice. There were many disenfranchised people in the community, and they often needed services rather than threats from the Palm Beach Sheriff Office. He said these types of ordinances were struck down because there were other laws in effect.

Loretta Sharpe said she was approached by panhandlers on two occasions.

Once when she and a friend were having lunch, and when she refused to give money, the panhandler used abusive language. On another occasion a panhandler asked for money, but was not abusive.

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

**11. UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**12. NEW BUSINESS:**

**A. Designate a voting delegate and alternate voting delegate to the National League of Cities annual business meeting in Austin, Texas**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to appoint Vice Mayor Scott Maxwell as the voting delegate and Commissioner Andy Amoroso as the alternate voting delegate for the National League of Cities Annual business meeting.

Mayor Triolo announced that this was the time for public comment.

Katie McGiveron said she researched the National League of Cities' convention on the website. The purpose of the convention was explained; however, she asked the Commission to save the City money and stay at home and listen to residents' ideas about how to move the City forward. She suggested the residents could select which sessions at the convention the elected officials could attend that would be beneficial to the community. She asked for a report by the elected officials upon their return on how the Commission's goals were met.

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

**B. Legislative priorities for consideration during the State's 2015 Legislative Session**

Richard Pinsky, Akerman, LLP, explained that a Legislative Delegation meeting was scheduled at the Casino Ballroom on November 14, 2014. As host, it was the City's opportunity to present its critical areas of concern that affected economic growth for funding opportunities first. He said the below list was a starting point for discussion, which could be added or changed during the 2015 Florida Legislative Session. He commented that it was important for each of the elected officials to visit Tallahassee, accompanied by him, during the Legislative Session's January and February's six-week committee meeting period. He explained briefly the below list of critical areas of concern:

- Lake Worth Park of Commerce infrastructure;
- Two water projects;
- Code Compliance (three scenarios);
- Lake and Lucerne Avenues Florida Department of Transportation right-of-way;
- Arts as an industry cluster;
- Vacation rentals; and
- Sober homes.

Lengthy discussion ensued regarding the Park of Commerce improvements, included in the Lake Worth 2020's bond funds, being programmed for City and not private properties; the City would be seeking \$700,000 in funds to help code compliance demolition and board/secure costs connected to economic growth; and the Lake Worth 2020 Improvement Plan identified the City's needs to get the highest rate of success in finding funding.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve the legislative agenda as identified as critical areas of concerns.

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

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

**C. (Formerly Consent Agenda, Item E) Resolution No. 69-2014 – finalize and execute a Lease Purchase Agreement with TCF Equipment Finance to finance and purchase 70 golf carts**

City Attorney Torcivia explained that earlier in the meeting the Commission approved this item's companion, which was a purchase agreement with E-Z-Go for 70 golf carts. He said that, because the City Attorney's Office could not reach a negotiated agreement to finance this purchase with TCF Equipment Finance, he asked that this Resolution be approved at the same not to exceed amount and with the same terms, but most likely with a different finance company.

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

RESOLUTION NO. 69-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE FINALIZATION AND EXECUTION AND DELIVERY OF A LEASE-PURCHASE AGREEMENT (NO. 008-0666203-300) WITH TCF EQUIPMENT FINANCE, A DIVISION OF TCF NATIONAL BANK, TO FINANCE THE PURCHASE OF GOLF CARTS; PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve Resolution No. 69-2014, but with a yet to be determined finance company.

Comment/request summary:

1. Vice Mayor Maxwell commented that he was uncomfortable with approving this item without knowing who the firm would be. He supported calling for a special meeting or putting this item off. He said he wanted to make sure that the City was not placing itself in a position of investigation by the Inspector General's Office.

City Attorney Torcivia explained that the City was piggybacking on the Tucson, Arizona's approved vendor list, which went out to bid. He said he was asking the Commission to begin discussion with the next firm on the piggyback vendor list.

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

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

**D. (Formerly Consent Agenda, Item B) Resolution No. 67-2014 – support the County's continued membership in the Treasure Coast Regional Planning Council**

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

RESOLUTION NO. 67-2014 OF THE CITY OF LAKE WORTH, FLORIDA, SUPPORTING THE BOARD OF DIRECTORS OF THE PALM BEACH COUNTY LEAGUE OF CITIES, INC.'S STRONG OBJECTION TO RECENT ACTION TAKEN BY THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS TO WITHDRAW PALM BEACH COUNTY FROM THE TREASURE COAST REGIONAL PLANNING COUNCIL AND TO REQUEST MEMBERSHIP IN THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL INSTEAD; AND STRONGLY SUPPORT THE COUNTY'S CONTINUED MEMBERSHIP IN THE TREASURE COAST REGIONAL PLANNING COUNCIL; PROVIDING FOR DISTRIBUTION; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Szerdi explained that he was the City's Treasure Coast Regional Planning Council's (TCRPC) liaison for the past several years. He said that the members did great work that was better than both Miami-Dade and Broward Counties. At the last TCRPC meeting, he said a motion was approved to keep Palm Beach County in the TCRPC, and Resolution No. 67-2014 supported their decision. He commented that the Palm Beach

County Commission voted to join the South Florida Regional Planning Council. He said Palm Beach County had different issues from both Miami-Dade and Broward Counties and also was different from TCRPC's Martin, St. Lucie, and Indian River Counties. He announced that another option for Palm Beach County may become available and this item may be revisited later. He asked the Commission to support this resolution.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve Resolution No. 67-2014.

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

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

Commissioner Szerdi announced that the November 18, 2014, Commission meeting was cancelled.

**13. LAKE WORTH ELECTRIC UTILITY:**

**A. PRESENTATION:**

City Manager Bornstein announced that the Electric Utility Advisory Board had a meeting at 6:00 PM on November 5, 2014.

**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 (15<sup>th</sup> Judicial Circuit) and The Townhomes of Pineapple Ridge At Lake Worth, LLC versus City of Lake Worth (15<sup>th</sup> Judicial Circuit) during a closed door attorney/client session at 4:15 PM on

December 2, 2014. Those in attendance would be the Mayor, Vice Mayor, City Commissioners, City Manager, himself, Assistant City Attorney Goddeau, and a Court Reporter. The estimated length of the session was one hour.

**15. CITY MANAGER'S REPORT**

**A. December 2, 2014 – draft Commission agenda**

City Manager Bornstein reported that the City's federal government relations firm, Alcalde & Fay, LTC, was working on the City's Federal Emergency Management Agency's (FEMA) appeal.

**16. ADJOURNMENT:**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to adjourn the meeting at 7:31 PM.

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

---

PAM TRIOLO, MAYOR

ATTEST:

---

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: January 6, 2015

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

**MINUTES  
CITY OF LAKE WORTH  
CITY COMMISSION SPECIAL MEETING  
DECEMBER 2, 2014 – 4:15 PM**

The meeting was called to order by Mayor Triolo on the above date at 4:20 PM in the City Manager's Office, located at 7 North Dixie Highway, Lake Worth, Florida.

**1. ROLL CALL:**

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy (arrived sometime during the closed door session) Andy Amoroso, and John Szerdi (present for the roll call via telephone and arrived sometime during the closed door session). Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, Assistant City Attorney Christy Goddeau, and City Clerk Pamela Lopez.

**2. CITY ATTORNEY ANNOUNCEMENT:**

City Attorney Torcivia announced that, pursuant to Section 286.011(8) Florida Statutes, he desired advice concerning pending litigations in the following cases:

- 1) Town Homes of Pineapple Ridge at Lake Worth, LLC., v. City of Lake Worth (15<sup>th</sup> Judicial Circuit Case No.: 502008CA011566XXXXMBAH);  
and
- 2) The Townhomes of Pineapple Ridge At Lake Worth, LLC., v. City of Lake Worth (15<sup>th</sup> Judicial Circuit Case No.: 502012CA003200XXXXMBAB)

**3. MAYOR ANNOUNCEMENT:**

Mayor Triolo announced the following individuals would be in attendance: herself; Vice Mayor Maxwell; Commissioners McVoy, Amoroso, and Szerdi; City Manager Bornstein; City Attorney Torcivia; Assistant City Attorney Christy Goddeau; and a Court Reporter. She said that pursuant to Section 286.011(8) Florida Statutes, the City Commission was commencing a closed door attorney-client session for the purpose of discussing pending litigations. The estimated length of the session was approximately one hour.

**4. RECESS:**

Mayor Triolo recessed the meeting at 4:21 PM.

**5. RECONVENE:**

Mayor Triolo reconvened the meeting at 5:27 PM.

**6. ADJOURNMENT:**

Action: Motion made by Commissioner McVoy and seconded by Commissioner Szerdi to adjourn the meeting at 5:27 PM.

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

---

PAM TRIOLO, MAYOR

ATTEST:

---

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: January 6, 2015

**MINUTES  
CITY OF LAKE WORTH  
REGULAR MEETING OF THE CITY COMMISSION  
DECEMBER 2, 2014 – 6:00 PM**

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

**1. ROLL CALL:**

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

Mayor Triolo, Vice Mayor Maxwell, and Commissioners Amoroso and Szerdi left the meeting at 6:00 PM.

**2. INVOCATION:**

The invocation was offered by Preston Smith of American Atheists.

Mayor Triolo, Vice Mayor Maxwell, and Commissioners Amoroso and Szerdi returned to the meeting at 6:03 PM.

**3. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by all.

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to waive the rules to:

- Delete Presentations, Item F – Sunset Ridge Neighborhood Association update;
- Add to Consent Agenda, Item M – Temporary Construction Easement Agreement with Coastal Gunita Construction Company for use of Old Bridge Park during the bridge construction repair;
- Add to Consent Agenda, Item N – Ratify a board member to the Historic Resources Preservation Board; and
- Approve the agenda as amended.

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

**5. PRESENTATIONS:**

**A. Accept awards from the International Economic Development Council (IEDC) and City-County Communications & Marketing Association (3CMA)**

Dolores Keys, Economic Development Manager, explained the International Economic Development Council and City-County Communications & Marketing Association awards. She presented the awards to the City.

**B. Accept Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada**

Dolores Keys, Economic Development Manager, presented the City with a Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year ended September 30, 2013.

**C. Proclamation declaring December 1, 2014 as World AIDS Day**

Mayor Triolo read a proclamation declaring December 1, 2014, as World AIDS Day. No one was present to accept the proclamation.

**D. Living Shoreline Improvements by Palm Beach County**

Robert Robbins, Department of Environmental Resources Management Director, explained that the Living Shoreline project was designed to retain soils to support emergent grasses, create shelter and passage for fish, and established oyster reef habitat within the Lake Worth Lagoon. He said it would improve water quality, protect the adjacent bulkhead seawall, public park, and infrastructure at Bryant Park. He explained in detail the project's highlights and benefits. He said Mangroves would not be planted, which would obstruct views, and that the Mangroves at the Golf Course would be removed and replaced with emergent grasses.

**E. Firefighters Pension Trust Fund, Division 2 update**

Captain James Nevad, Board Chairperson, provided the Commission with an update on the Board's financial activities since their last update. He said Chris Bell, the Commission's representative on the Board, had served as a member for 19 years.

**F. (Deleted) Sunset Ridge Neighborhood Association update**

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

Vice Mayor Maxwell: wished everyone a Merry Christmas and Happy Holiday, said he attended the National League of Cities conference in Texas, would meet with the City Manager to review the items and ideas he experienced and was exposed to during the conference, and would provide the Commission and public with a brief overview of the conference in January.

Commissioner McVoy: thanked the Palm Beach Sheriff's Office for taking care of a vacant home that needed to be boarded up, said he was working to enhance communication in the Guatemalan community, commented that a recent Lake Worth Herald article about Guatemalans was below the City's standards for tolerance, and said the Palm Beach Sheriff's Office was actively working with elementary schools to educate students on gangs.

Commissioner Amoroso: wished everyone a Merry Christmas and Happy Hanukkah; said there were lots of December events planned at the Cultural Plaza and encouraged everyone to visit; and commented that he attended the National League of Cities conference in Texas and would provide an update on December 15, 2014, for anyone who wanted to listen.

Commissioner Szerdi: said he looked forward to hearing from both Vice Mayor Maxwell and Commissioner Amoroso on their Texas conference, commented that he learned a lot by attending neighborhood associations' meetings, said the City and 30 of the 38 other municipalities in Palm Beach County supported the County staying a member of the Treasure Coast Regional Planning Council (TCRPC), announced that the County Commission voted today to remain a member of the TCRPC, and wished everyone a Merry Christmas and Happy Holiday.

Mayor Triolo: announced that she would be attending the Metropolitan Planning Organization's December 8, 2014, meeting; said she received a copy of the Commission's rules and procedures to help move Commission meetings along, there was a provision about scheduling items discussed longer than 30 minutes to work sessions, a provision about each Commissioner being allowed one rebuttal comment, and asked the City Clerk to provide the Commission with the rules and procedures; she said she wanted to remind the Commission to do their homework on agenda items and be prepared prior to their meetings; and she asked the Commission to start anew in the upcoming new year.

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

The following individual spoke on an issue written on her comment card:

Mary Lindsey said that, in gratitude for the blessings of liberty and the freedoms afforded to her as a citizen of the United States by the Constitution and the First Amendment, she invited the elected officials and all present to join her in praying the Our Father.

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Peter Timm, Katie McGiveron, Loretta Sharpe, and Lantana's Mayor David Stewart.

**8. APPROVAL OF MINUTES:**

There were no Approval of Minutes on the agenda.

**9. CONSENT AGENDA:**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve the amended Consent Agenda, with the addition of Items M and N.

- A. Use of \$23,415 in State Law Enforcement Forfeiture Funds to purchase a security system from Q-Star Technology**
- B. Ratify appointment of board members to the Electric Utility Advisory Board**
- C. Purchase Authorization for Badger water meters from Innovative Metering Solutions, Inc.**
- D. Task Order 1 with URS Corporation Southern for temporary engineering services**
- E. Variance agreement with Robert A. Lepa to allow brick pavers on a driveway and City right-of-way at 728 North Lakeside Drive**
- F. Variance agreement with Iran Guzman to allow brick pavers on a driveway and City right-of-way at 1752 22<sup>nd</sup> Avenue North**
- G. Authorize a piggyback of the Florida Sheriffs' Association contract for tires and related services**
- H. Interlocal Agreement with Palm Beach County to transfer ownership, maintenance, and control of Boutwell Road to the City**
- I. Temporary Construction Easement Agreement with Palm Beach County's Department of Environmental Resource Management for "Living Shoreline" improvements at Bryant Park**

- J. **Terminate a contract with Employee Assistance Professionals of South Florida, Inc.**
- K. **Purchase Order with Wright National Flood Insurance Company for flood insurance coverage for Fiscal Year 2014-2015**
- L. **Purchase Order with Plastridge Agency-PBGO for special events liability insurance coverage for Fiscal Year 2014-2015**
- M. **(Added) Temporary Construction Easement Agreement with Coastal Gunitite Construction Company for use of Old Bridge Park during the bridge construction repair**
- N. **(Added) Ratify a board member to the Historic Resources Preservation Board**

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

**10. PUBLIC HEARINGS:**

There were no Public Hearings items on the agenda.

**11. UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**12. NEW BUSINESS:**

- A. **Ordinance No. 2015-01 – First Reading – designate a Residential Planned Development (RPD) located at 2430 Lake Worth Road and schedule the public hearing date for January 6, 2015**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-01 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING A RESIDENTIAL PLANNED DEVELOPMENT KNOWN AS THE VILLAGE AT LAKE OSBORNE; PROVIDING FOR DEVELOPMENT STANDARDS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to approve Ordinance No. 2015-01 on first reading and schedule the public hearing date for January 6, 2015.

William Waters, Community Sustainability Director, explained that the ordinance was for the Village at Lake Osborne. The applicant, Affordable

Housing Solutions, Inc., was proposing to develop a 118-unit apartment complex, located at 2430 Lake Worth Road. The site was 4.71 acres, which was currently vacant, and was less than the minimum site area of five acres stipulated for a Residential Planned Development. He said the project would provide market rate apartment housing and explained in detail how a developer could receive incentive benefits.

Mayor Triolo announced that this was the time for public comment.

Loretta Sharpe said she supported the development; the City had a Haitian, Guatemalan, and African American problem; and this project provided apartments at market rate.

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

**B. Authorize payment for election costs of August 26, 2014 election**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to authorize payment of \$1,957.49 to the Supervisor of Elections for the cost of the election.

City Manager Bornstein explained that on August 26, 2014, the Supervisor of Elections conducted a primary election which included the City's bond referendum generally known as "Lake Worth 2020". The County Canvassing Board met on August 26<sup>th</sup> and thereafter to canvass the provisional ballots cast. He said that the official results, as determined by the Supervisor of Elections (Supervisor) and based on the County Canvassing Board's review, was that the City's bond referendum failed by 25 votes.

He said that, of the 30 provisional ballots cast in the City, 25 were rejected by the Canvassing Board. While some of the provisional ballots appeared to be properly rejected, approximately 14 were rejected due to clerical errors by the poll workers.

The City raised an issue to the Supervisor and Canvassing Board as contrary to Florida law and urged them to adopt procedures to resolve the issue. On October 7, 2014, the Commission approved Resolution No. 63-2014, asking the Canvassing Board for a meeting to address the issue with the provisional ballots and the conduct of the Board's meetings from the August election. Prior to sending the Resolution to the Canvassing Board's attorney, the City learned that the Supervisor and Canvassing Board requested an opinion from the Florida Department of State, Division of Elections, on the provisional ballot issue.

He advised that the Division of Election's opinion was consistent with the

City's position on the provisional ballots and request for procedures to properly canvass them.

The City received an invoice from the Supervisor for the August 26, 2014, election. The Supervisor's invoice was for \$5,379.49, which consisted of \$1,957.49 in election costs and \$3,440 in legal fees. The legal fees were related to the City's issues about provisional ballots; however, the fees consisted of the Supervisor's attorney attending the Canvassing Board meetings, reviewing the City Attorney firm's public records requests, the request for an opinion to the Division of Elections, the City's September 8, 2014, Commission meeting, correspondence from the City Attorney's firm for the City, and the Palm Beach Post's public records request and editorials on provisional ballots.

He recommended not paying the Supervisor's legal fees especially in light of the Division of Election's opinion substantiating the City's position on the provisional ballots.

Comment/summary comment:

1. Vice Mayor Maxwell suggested that, rather than pay the Supervisor's election cost, the City bill the Supervisor for all of the City's cost to address the issue of provisional ballots.

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

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to direct staff to quantify the City's cost for staff and City Attorney to research the provisional ballot issue and provide services.

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

Mayor Triolo recessed the meeting at 7:18 PM and reconvened at 7:31 PM.

### **13. LAKE WORTH ELECTRIC UTILITY:**

#### **A. PRESENTATION:**

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

Clayton Lindstrom, Electric Utility Director, reported that the Electric Utility Advisory Board members were busy pursuing: Option 1 the sale of the

election utility, Option 2 a potential rebuild of the Power Plant, and Option 3 seeking a long-term power source purchase.

**B. CONSENT AGENDA:**

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

**C. PUBLIC HEARING:**

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

**D. NEW BUSINESS:**

**1) Purchase various distribution transformers from Wesco Distribution, Gresco Utility Supply, and HD Supply for Fiscal Year 2015**

Clayton Lindstrom, Electric Utility Director, explained that this item authorized the purchase of various size and type of transformers from three companies.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve the purchase of various padmount transformers from Wesco Distribution in an amount not to exceed \$194,892.

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

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve the purchase of various padmount transformers from Gresco Utility Supply in an amount not to exceed \$194,211.

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve the purchase of 50kVA overhead transformers from HD Supply in an amount not to exceed \$146,232.

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

**2) Florida Municipal Electric Association Membership Dues for October 2014 thru September 2015**

Clayton Lindstrom, Electric Utility Director, explained that the Florida Municipal Electric Association (FMEA) represented the unified interests of 34 public power communities across Florida. The FMEA was affiliated with and worked closely with the American Public Power Association on regulatory issues facing the electric industry. Together, the FMEA staff and municipal utility members worked to protect public power's legislative and regulatory and operational interests in Tallahassee and Washington, D.C. He said they also work with mutual assistance aid.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve the Florida Municipal Electric Association's annual membership dues for Fiscal Year 2014-2015 in the amount of \$33,345.

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

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

**3) Agreement with MR Valuation Consulting, LLC for Fair Market Value Appraisal of Electric Utility System**

Comment/request summaries:

1. Commissioner Amoroso asked if there was a benefit to the City to have a Fair Market Value Appraisal since the option of selling the electric utility could no longer move forward.

Clayton Lindstrom, Electric Utility Director, commented that the appraisal would provide the City with a benchmark.

2. Mayor Triolo commented about the cost since the Fair Market Value and Economic and Financial Valuation information would not be current when the City could consider a sale in the future.

Mr. Lindstrom explained that the Electric Utility Advisory Board (EUAB) was directed, by the Commission, to evaluate three alternatives concerning the Lake Worth electric utility: 1) sell the system, 2) build a new generation facilities to serve the customers directly, and 3) consider a long term purchase power agreement with another generating source.

3. Commissioner Szerdi commented that the City received information from Vero Beach about their electric utility sale process after the City's Request For Proposal was released.

4. Vice Mayor Maxwell asked if there was a benefit to proceed with an agreement with MR Valuation Consulting and the next item on the agenda--an agreement with Willdan Financial Services, Inc. for Economic and Financial Valuation of the electric utility system if selling the electric system was no longer an option based on the Vero Beach information.

Mr. Lindstrom replied that there was no longer a benefit to the City if selling the electric system was no longer an option.

5. Vice Mayor Maxwell commented that if the Commission did not follow through on its promise to pursue the three options it directed the EUAB members, then there would not be transparency even though the sale of the system was no longer an option.
6. Mayor Triolo commented that the Commission needed to be good stewards of public funds, the information provided by MR Valuation Consulting and Willdan Financial Services would no longer be current if, in the future, the option to sell became available.
7. Vice Mayor Maxwell commented that since Vero Beach and FPL were still willing to negotiate for the sale, then the City should not eliminate pursuing its option to sell.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve an agreement with MR Valuation Consulting, LLC in the amount of \$85,000 to perform consulting services for the Fair Market Value Appraisal of the Lake Worth Electric Utility.

Mayor Triolo announced that it was time for public comment.

Marty Welfield said an appraisal was a "snap shot" in time. The further the future date on the issue to sell, the further the appraisal's accuracy would be. He said he was concerned that things may change in the future and suggested revisiting this issue in six months.

Mary Lindsey commented that, for 12 years, she spoke to the Commission about inviting FPL into the discussion to sell in order to learn if they were interested. The EUAB members worked hard to pursue the three options, and members of the Selection Committee said the City needed to immediately pursue the three options. She said it took time for the City get to this point and that FPL would not come unless they were invited. She asked the Commission not to remove the option to sell the electric system, but recognizing that there was an obstacle. She asked the Commission to vote against the motion.

Loretta Sharpe said the City needed to know the value of the electric system and did not want to spend the money for an appraisal; however, the EUAB members worked hard and recommended the City carry through.

Greg Rice commented that the City needed to give this issue consideration. To approve the contract would send a message that the Commission were “pissing the money away” since it did not have a buyer. He asked the Commission not to waste the money right now.

Comment/request summary:

1. City Manager Bornstein suggested this item be postponed.

Vice Mayor Maxwell and Commissioner Szerdi withdrew their motion and second.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to bring the agreement with MR Valuation Consulting, LLC for a Fair Market Value Appraisal of the Electric Utility System and agreement with Willdan Financial Services, Inc. for Economic and Financial Valuation of the Electric Utility System back to the Commission on January 20, 2015.

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

**4) Agreement with Willdan Financial Services, Inc. for Economic and Financial Valuation of Electric Utility System**

NOTE: During discussion on the prior item, a motion was made to bring this agreement back to the Commission on January 20, 2015.

**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 (15<sup>th</sup> Judicial Circuit) and The Townhomes of Pineapple Ridge At Lake Worth, LLC versus City of Lake Worth (15<sup>th</sup> Judicial Circuit) during a closed door attorney/client session at 4:15 PM on January 6, 2015. Those in attendance would be the Mayor, Vice Mayor, City Commissioners, City Manager, himself, Assistant City Attorney Goddeau, and a Court Reporter. The estimated length of the session was one hour.

**15. CITY MANAGER’S REPORT**

- A. January 6, 2015 – draft Commission agenda**

City Manager Bornstein did not provide a report.

**16. ADJOURNMENT:**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to adjourn the meeting at 8:23 PM.

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

---

PAM TRIOLO, MAYOR

ATTEST:

---

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: January 6, 2015

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

**MINUTES  
CITY OF LAKE WORTH  
SPECIAL MEETING OF THE CITY COMMISSION  
DECEMBER 9, 2014 – 6:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 6:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth, Florida.

**1. ROLL CALL:**

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi. Also present were City Attorney Glen Torcivia and City Clerk Pamela Lopez.

**2. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Commissioner Christopher McVoy.

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

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

- Add to New Business, Item A – Notification letter to Orlando Utilities Commission on Release of Gas Transportation contracts; and
- Approve the agenda as amended.

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

**4. UPDATES/FUTURE ACTION/DIRECTION:**

**A. Building Performance & Sustainability – Performance contracting Project Update**

Hector Samario, Project Lead with Siemens, explained that the objective was a guaranteed savings/revenues that would meet or exceed the project cost. If savings were not realized, he said Siemens would cover the guaranteed shortfall. He provided updates on facilities, street lighting, and photovoltaic or renewable energy (solar); and explained in detail advanced metering infrastructure and compressed natural gas.

**B. Water Utility Department Annual Report for Fiscal Year 2014**

Larry Johnson, Water Utility Director, explained in detail the Water Department background and Water and Wastewater Systems' operation and performance measures.

Vice Mayor Maxwell left the meeting at 7:20 PM and returned at 7:22 PM.

Mr. Johnson explained in detail completed construction projects.

Mayor Triolo recessed the meeting at 7:39 PM and reconvened at 7:53 PM.

**C. Water Utility Department Update of Ordinance and Policies and Procedures Manual**

Larry Johnson, Water Utility Director, explained in detail a proposed ordinance renaming the Code of Ordinance Chapter 18 *Water and Sewers* to *Water Utilities* and amendments for the administration of the Water Utilities. He said the policies would include health and safety improvements, improved regulations, provided for all rates and fees to be established by resolution, and included water and sewer expansion programs.

**5. UNFINISHED BUSINESS:**

**A. Purchase Agreement with E-Z-Go Division of Textron, Inc. for 70 golf carts for the Lake Worth Golf Course**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Szerdi to approve the execution of a purchase agreement with E-Z-Go, a Division of Textron, Inc., for the purchase of 70 new golf carts with trade-in value for the City's existing 70 golf carts.

Juan Ruiz, Leisure Services Director, explained the wear and tear of golf carts. He said that, years ago, the City made a decision to lease fleets of golf carts; however, in recent years, a decision was made to purchase. This item was to again lease the golf carts. He provided a brief update on memberships and revenues.

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

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

**B. Resolution No. 70-2014 – Master Lease Agreement with TCF Equipment Finance for the financing and leasing of 70 golf carts**

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

RESOLUTION NO. 70-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT WITH TCF EQUIPMENT FINANCE, A DIVISION OF TCF

NATIONAL BANK, TO FINANCE THE PURCHASE OF GOLF CARTS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Resolution No. 70-2014 approving the execution of the Lease Purchase Agreement with TCF Equipment Finance for 70 new golf carts.

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

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

**6. NEW BUSINESS:**

**A. (Added) Notification letter to Orlando Utilities Commission on Release of Gas Transportation contracts**

City Attorney Torcivia explained that a notification letter to Orlando Utilities Commission (OUC) releasing gas transportation contracts was required. He said approval of the letter would allow the City to obtain its gas transportation contracts back from the OUC upon the expiration of the City's agreement with them. He advised that the City needed to exercise this option by January 1, 2015. He read staff's executive brief, which explained the summary and background and justification of this item.

Action: Motion made by Vice Mayor Maxwell to table this item to a time uncertain.

City Attorney Torcivia telephoned City Manager Bornstein to comment on the item.

Comment/request summaries:

1. Commissioner Amoroso commented that this item was not brought before the Electric Utility Advisory Board (EUAB) for discussion and there was no staff member present to explain the issue.

City Manager Bornstein, via telephone, commented that there was no cost to the City. He said that, at first, staff thought this letter could be signed administratively; however, it was later learned that it required action by the Commission.

2. Vice Mayor Maxwell reminded everyone that there was a motion on the floor to table this item. He said this item was added to the agenda at the beginning of this meeting, he did not know anything about this issue, and

was not comfortable with this item.

Commissioner McVoy seconded the motion to table to a time uncertain.

Comment/request summaries:

3. City Attorney Torcivia suggested the Commission could schedule a special meeting, prior to January 1, 2015, so that staff could explain the item; however, the Commission would be punishing themselves by scheduling a special meeting prior to the Christmas holiday.
4. Commissioner McVoy commented that he was highly uncomfortable with this item without an explanation from staff.
5. Commissioner Amoroso suggested a joint meeting with the EUAB to have discussion on this item.

Vote: Voice vote to table the item showed: AYES: Vice Mayor Maxwell. NAYS: Mayor Triolo and Commissioners McVoy, Amoroso, and Szerdi.

Action: Motion made by Commissioner Szerdi and seconded by Commissioner Amoroso to authorize the Mayor to execute the notification letter to Orlando Utilities Commission for the City to take permanent release of the gas transportation contracts.

Mayor Triolo announced that it was time for public comment.

Peggy Fisher said the Commission would be punishing the Electric Utility Advisory Board if a special meeting was scheduled. She commented that, as a member of the Board, she was not told the truth by staff and that it "left a bad taste in her mouth" to continue serving on the Board. She said she would not attend a special meeting because the Electric Utility Director did not do his job and because it was not appropriate to punish the EUAB members.

Comment/request summaries:

6. Commissioner Amoroso commented that he supported moving forward with this item because it had no fiscal impact; however, he said he was uncomfortable with the item.

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

Action: Motion made by Commissioner McVoy to reconsider the last vote.

Mayor Triolo passed the gavel to Vice Mayor Maxwell and seconded the motion.

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

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

Mayor Triolo resumed the gavel.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve executing the letter with instructions to City Manager Bornstein not to mail the letter until December 22, 2014, so that, if any member of the Commission had questions, they could meet with staff. If after meeting with staff, a member of the Commission still had concerns, then a special meeting would be scheduled prior to December 31, 2014, to reconsider this vote.

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

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

**7. ADJOURNMENT:**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to adjourn the meeting at 8:43 PM.

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

---

PAM TRIOLO, MAYOR

ATTEST:

---

PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: January 6, 2015

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:** January 6, 2015, Regular Meeting

**DEPARTMENT:** Finance

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 01-2015 - Fiscal Year 2014/2015 Third Budget Amendment

#### **SUMMARY:**

This Resolution amends the City's Fiscal Year 2014/2015 budget by appropriating existing fund balances in several funds, mainly Utility and Grant Project Funds, to provide current year appropriations for carry forward capital projects. 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 and were not previously contained in the prior budget amendments.

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 individual funds resources 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. 01-2015 to amend the Fiscal Year 2015 budget.

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

Fiscal Impact Analysis – not applicable  
Resolution

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

RESOLUTION NO. 01-2015, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY’S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the “City”) previously adopted the FY 2015 Annual Operating Budget pursuant to Resolution 45-2014 on September 23, 2014;and amended via Resolutions 64-2014 and 66-2014; and

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

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

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

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

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

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

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

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

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

47 as the amended budget for the operation of the City and its other enterprises for  
48 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 passage.

54  
55 The passage of this Resolution was moved by Commissioner \_\_\_\_\_,  
56 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote,  
57 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 Mayor Pam Triolo thereupon declared this Resolution duly passed and  
66 adopted on the 6th day of January, 2015.

67  
68  
69 LAKE WORTH CITY COMMISSION

70  
71  
72  
73 By: \_\_\_\_\_  
74 Pam Triolo, Mayor

75  
76 ATTEST:  
77  
78 \_\_\_\_\_  
79 Pamela J. Lopez, City Clerk

80



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

EXHIBIT A

**Electric Fund**

	FY 2014-2015 Approved Budget	FY 2014-2015 Adjusted Budget	FY 2014-2015 Budget Amendment	FY 2014-2015 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
<b>subtotal</b>	<b>52,196,403</b>	<b>52,196,403</b>	<b>-</b>	<b>52,196,403</b>
Use of Net Operating Assets	5,133,901	5,193,947	(1,779,386)	3,414,561
Use of Available Bond Proceeds	5,215,000	4,751,669	2,000,000	6,751,669
<b>Total Sources of Funds</b>	<b>62,545,304</b>	<b>62,142,019</b>	<b>220,614</b>	<b>62,362,633</b>
<u>Use of Funds</u>				
Administration	947,329	962,375	-	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
<b>Subtotal Operating Expenses</b>	<b>54,756,004</b>	<b>54,771,050</b>	<b>-</b>	<b>54,771,050</b>
Transfers Out - Park of Commerce	2,000,000	2,000,000	(2,000,000)	-
Capital Outlay - operating	306,000	351,000	220,614	571,614
Capital Outlay - bond proceeds	3,215,000	4,751,669	2,000,000	6,751,669
Debt Payments- Principal	1,582,500	1,582,500	-	1,582,500
Debt Payments- Interest	685,800	685,800	-	685,800
<b>subtotal</b>	<b>62,545,304</b>	<b>64,142,019</b>	<b>220,614</b>	<b>64,362,633</b>
Reserve for future use	-	-	-	-
<b>Total Uses of Funds</b>	<b>62,545,304</b>	<b>64,142,019</b>	<b>220,614</b>	<b>64,362,633</b>

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

EXHIBIT A

**Water Fund**

	<b>FY 2014-2015 Approved Budget</b>	<b>FY 2014-2015 Adjusted Budget</b>	<b>FY 2014-2015 Budget Amendment</b>	<b>FY 2014-2015 Amended Budget</b>
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	952	167,619
subtotal	13,246,041	13,246,041	952	13,246,993
Use of Net Assets	1,978,270	7,491,725	278,958	7,770,683
<b>Total Sources of Funds</b>	<b>15,224,311</b>	<b>20,737,766</b>	<b>279,910</b>	<b>21,017,676</b>
<u>Use of Funds</u>				
Administration	900,328	905,079	-	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	1,669,526	-	1,669,526
Non-Departmental Other	936,407	355,184	-	355,184
Contribution to General Fund	1,022,788	1,022,788	-	1,022,788
Transfers Out - to Capital Project Fund	400,500	590,028	952	590,980
Capital Outlay	1,480,000	6,749,176	278,958	7,028,134
Debt Payments- Principal	1,880,452	2,461,675	-	2,461,675
Debt Payments- Interest	854,950	854,950	-	854,950
Depreciation	2,298,186	2,298,186	-	2,298,186
subtotal	15,224,311	20,737,766	279,910	21,017,676
Reserve for future use	-	-	-	-
<b>Total Uses of Funds</b>	<b>15,224,311</b>	<b>20,737,766</b>	<b>279,910</b>	<b>21,017,676</b>

**City of Lake Worth**  
**Proposed FY 2015 3rd Budget Amendment**

EXHIBIT A

**Local Sewer Fund**

	FY 2014-2015 Approved Budget	FY 2014-2015 Adjusted Budget	FY 2014-2015 Budget Amendment	FY 2014-2015 Amended Budget
<u>Source of Funds</u>				
Physical Environment	6,957,425	6,957,425	-	6,957,425
Interest & other Earnings	49,482	49,482	-	49,482
Spec Assess/Impact	250,000	250,000	-	250,000
Other Miscellaneous Rev	-	-	-	-
subtotal	7,256,907	7,256,907	-	7,256,907
Use of Net Assets	2,899,143	3,755,719	182,307	3,938,026
<b>Total Sources of Funds</b>	<b>10,156,050</b>	<b>11,012,626</b>	<b>182,307</b>	<b>11,194,933</b>
<u>Use of Funds</u>				
Administration	549,416	551,317	-	551,317
Pumping	789,206	789,206	-	789,206
Sewer Collection	1,254,319	1,254,319	-	1,254,319
Non-Departmental Other	3,002,199	3,002,199	-	3,002,199
Contribution to General Fund	177,511	569,080	-	569,080
Subtotal Operating Expenses	5,772,651	6,166,121	-	6,166,121
Transfers Out - Park of Commerce	-	-	-	-
Capital Outlay	3,795,376	4,258,482	182,307	4,440,789
Depreciation	588,023	588,023	-	588,023
subtotal	10,156,050	11,012,626	182,307	5,028,812
Reserve for future use	-	-	-	-
<b>Total Uses of Funds</b>	<b>10,156,050</b>	<b>11,012,626</b>	<b>182,307</b>	<b>11,194,933</b>

**City of Lake Worth**  
**Proposed FY 2015 3rd Budget Amendment**

EXHIBIT A

## Stormwater Fund

	FY 2014-2015 Approved Budget	FY 2014-2015 Adjusted Budget	FY 2014-2015 Budget Amendment	FY 2014-2015 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	-	-	307,754	307,754
<b>Total Sources of Funds</b>	<b>2,137,501</b>	<b>2,137,501</b>	<b>307,754</b>	<b>2,445,255</b>
<u>Use of Funds</u>				
Stormwater	1,081,070	1,082,179	307,754	1,389,933
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	1,985,853	307,754	2,293,607
Reserve for future use	501,216	151,648	-	151,648
<b>Total Uses of Funds</b>	<b>2,137,501</b>	<b>2,137,501</b>	<b>307,754</b>	<b>2,445,255</b>

**City of Lake Worth**  
**Proposed FY 2015 3rd Budget Amendment**

EXHIBIT A

## Information Technology Fund

	FY 2014-2015 Approved Budget	FY 2014-2015 Adjusted Budget	FY 2014-2015 Budget Amendment	FY 2014-2015 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	17,800	-	17,800
Transfer In	-	-	992	992
subtotal	1,173,372	1,180,372	992	1,181,364
Use of Net Assets	656,018	846,546	-	846,546
<b>Total Sources of Funds</b>	<b>1,829,390</b>	<b>2,026,918</b>	<b>992</b>	<b>2,027,910</b>
<u>Use of Funds</u>				
Technical	1,285,103	1,293,053	992	1,294,045
Non-Departmental	-	-	-	-
Capital	431,000	620,578	-	620,578
Depreciation	113,287	113,287	-	113,287
Transfers Out	-	-	-	-
subtotal	1,829,390	2,026,918	992	2,027,910
Reserve for future use	-	-	-	-
<b>Total Uses of Funds</b>	<b>1,829,390</b>	<b>2,026,918</b>	<b>992</b>	<b>2,027,910</b>



## CITY OF LAKE WORTH

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

**AGENDA DATE:** January 6, 2015, Regular Meeting

**DEPARTMENT:** City Clerk

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 02-2015 - agreement with the Supervisor of Elections Office for equipment use and election services

#### **SUMMARY:**

The Resolution amends the 2014 agreement with the County Supervisor of Elections to add language regarding fees and charges paid by the City, notice and advertisement, qualifying, precinct supplies, election day support, and county election results and increase of fees. The term of this agreement is from January 1, 2015, through December 31, 2015.

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

On December 3, 2013, the City Commission approved Resolution No. 64-2013 for a one-year agreement with the County Supervisor of Elections for equipment use and election services. The amended agreement outlines all duties, responsibilities, and fees associated with the Supervisor of Elections assisting local municipal elections. Additionally, Exhibit A of the agreement reflects cost details and Exhibit B reflects an increase from an estimated cost of \$11,019 in 2014 to \$14,252 in 2015 for a medium size city. This fee only includes the cost to the County Supervisor of Elections for equipment use and election services as defined in the agreement.

An additional cost for pollworker payroll, precinct rentals, ballot translations, ballot printing, advertising, precinct security, and election day equipment delivery is estimated at approximately \$15,725. Staff has estimated and budgeted expenses not to exceed \$30,000 to conduct a Municipal General Election.

#### **MOTION:**

I move to approve/disapprove Resolution No. 02-2015.

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

Fiscal Impact Analysis

Agreement

Resolution

**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	\$29,925	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$29,925</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

B. Recommended Sources of Funds/Summary of Fiscal Impact: Funding for the election is from accounts 001-1030-511-13-10 (Other Salaries/Part Time), 001-1030-511-49-10 (Other Current Charges /Obligations /Advertising) and 001-1030-511-49-50 (Other Current Charges/Obligations/Elections)

<b>City Clerk</b>		<b>Municipal General Elections</b>			
<b>Account Number (s)</b>	<b>Account Description (s)</b>	<b>FY 2015 Budget</b>	<b>Current Balance</b>	<b>Agenda Expenses</b>	<b>Remaining Balance</b>
<b>001-1030-511-13-10</b>	Other Salaries/ Part Time	38,595	33,815	(10,400)	23,415
<b>001-1030-511-49-10</b>	Other Current Charges/Advertising	1,500	1,500	(1,365)	135
<b>001-1030-511-49-50</b>	Other Current Charges/Elections	19,000	18,850	(18,160)	690
			<b>Total</b>	<b>(29,925)</b>	

C. Department Fiscal Review: pjl

**AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES  
BY AND BETWEEN  
THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE  
CITY OF LAKE WORTH**

**THIS AGREEMENT**, is made and entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2015, effective January 1, 2015, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1(d) of the *Florida Constitution*, hereinafter referred to as the “SOE”, and the City of Lake Worth, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the “Municipality”.

WITNESSETH:

**WHEREAS**, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the “Code”) which applies to municipalities where expressly so stated; and

**WHEREAS**, Sec 100.3605, *Florida Statutes*, states that “[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality’s election in the absence of an applicable special act, charter, or ordinance provision”; and

**WHEREAS**, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

**WHEREAS**, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. **PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, Special and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated hereinbelow.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of Lake Worth’s General Municipal election is March 10, 2015, and Run-Off election, if needed, is March 24, 2015. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share

basis; otherwise, it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

**3. FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY:**

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for polling places or poll worker training facilities within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2<sup>nd</sup> Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges. Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

**4. RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

**A. Notice and Advertisement**

**(1) Municipality**

- (a) Properly call and advertise the election according to statutes and charter at its own expense.
- (b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election, provide ballot language for any ballot questions within the resolution if applicable and appoint members of the Municipality's Canvassing Board, which may or may not include the SOE, at the SOE's discretion.
- (c) certify that the registered voter information provided by the SOE to the municipality reflects the proper boundaries of the city and notify the SOE of any changes.

**(2) SOE**

- (a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

**B. Qualifying Candidates and Petition Initiatives**

**(1) Municipality**

- (a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
- (b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
- (c) Respond to all candidate inquiries and questions.
- (d) Respond to all legal inquiries and questions.
- (e) Respond to all media inquiries.
- (f) Provide all necessary information and materials for petition initiative process

**(2) SOE**

- (a) Verify signatures on any qualifying petitions submitted by candidates or for petition initiatives and notify the municipality of such results upon the close of the candidate qualifying or petition initiative deadlines as applicable.

**C. Ballots**

**(1) Municipality**

- (a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
- (b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
- (c) Pay ballot design costs to the SOE as incurred.
- (d) Pay the ballot printer directly for the cost of said ballots.
- (e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
- (f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

**(2) SOE**

- (a) Layout, check, proof and deliver ballot layout to the printer.
- (b) Receive, securely store and account for all ballots until disbursed to polling places.
- (c) Contract to have audio recorded for Touch Screen ballot.
- (d) Control all access to unvoted ballots while in the possession of the SOE.

**D. Equipment Testing**

**(1) Municipality**

- (a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

**(2) SOE**

- (a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
- (b) Conduct public Logic & Accuracy test.

**E. Early Voting – Optional**

**(1) Municipality**

- (a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
- (b) Pay SOE for Early Voting supplies.
- (c) Contract with, schedule and pay poll workers directly.
- (d) Deliver voted ballots to SOE daily at a location designated by SOE.
- (e) Designate Early Voting sites thirty (30) days prior to each Election and notify SOE in writing of locations.

**(2) SOE**

- (a) Prepare and provide all supplies needed for each Early Voting site.
- (b) Provide the Municipality with a list of poll workers.
- (c) Train poll workers.
- (d) Provide staffing to accept voted ballots daily at a location designated by SOE.

**F. Absentee Voting**

**(1) Municipality**

- (a) Reimburse SOE for all postage costs incurred at the current postal rate.
- (b) Pay SOE for materials and handling of each absentee ballot.
- (c) Pay SOE \$.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
- (d) Refer all requests for absentee ballots to SOE.

**(2) SOE**

- (a) Determine eligibility and compile Absentee Ballot file.
- (b) Accept all requests for Absentee Ballots by telephone, mail or in person.
- (c) Prepare and mail Absentee Ballots.
- (d) Deliver Absentee Ballots to the Post Office.
- (e) Receive voted Absentee Ballots.
- (f) Verify signatures on returned voted Absentee Ballot certificates.
- (g) Prepare and open Absentee Ballots for tabulation.
- (h) Account for all Absentee Ballots.
- (i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
- (j) Record Absentee Ballot returns to voter history.
- (k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
- (l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

**G. Polling Places**

**(1) Municipality**

- (a) Arrange for the use of an adequate number of polling places.
- (b) Confirm polling place accessibility and ADA compliance.
- (c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
- (d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
- (e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
- (f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

**(2) SOE**

- (a) Provide the Municipality with a list of polling places and SOE contract.
- (b) Provide tables and chairs upon written notice from the Municipality when required.
- (c) Provide polling place supplies, i.e. signs, cones, etc.
- (d) Notify voters and the Municipality of permanent polling place change(s).

**H. Precinct Supplies**

**(1) Municipality**

- (a) Pay SOE for precinct supplies provided.
- (b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
- (c) Pay SOE for the production of Precinct Registers or for programming electronic poll books and related communication fees.
- (d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

**(2) SOE**

- (a) Provide Precinct Registers or electronic poll books for each polling place location.
- (b) Provide Master CD compilation of registered voters for precinct advisors or provide up to date electronic poll books.
- (c) Provide certification of registered voters after book closing.
- (d) Prepare equipment, cabinets and routing of voting equipment delivery.
- (e) Provide laptop computer at each polling place or electronic poll books.
- (f) Provide CD of voter file database for each polling place or up to date electronic poll books.
- (g) Provide poll worker Clerks with cell phones.
- (h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
- (i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

**I. Poll Workers**

**(1) Municipality**

- (a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).
- (b) Schedule and notify poll workers of training classes.
- (c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
- (d) Reimburse SOE for expenses incurred in printing training material.
- (e) Reimburse SOE for expenses incurred for trainers to train poll workers.
- (f) Reimburse SOE for expenses incurred for contracted training locations.

**(2) SOE**

- (a) Provide the Municipality with a list of current poll workers.
- (b) Develop poll worker training schedule.
- (c) Plan and contract for training classes and locations.
- (d) Contract with and pay trainers to train poll workers.
- (e) Provide printed training materials for poll workers.

**J. Election Day Support**

**(1) Municipality**

- (a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
- (b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
- (c) Reimburse SOE for all phone bank costs.

**(2) SOE**

- (a) Provide an additional list of poll worker replacements if needed.
- (b) Provide technical support personnel as needed.
- (c) Provide phone bank support to respond to poll workers and voters on Election Day.

**K. Ballot Tabulation/Counting of Election Results**

**(1) Municipality**

- (a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
- (b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
- (c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
- (d) Act as member of Canvassing Board.

**(2) SOE**

- (a) Provide technical staff and required equipment to administer tabulation and election results.
- (b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality and approved by the SOE or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.
- (c) Post election results on SOE WEB site and provide the same to Channel 20.
- (d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

**L. Post Election Day**

**(1) Municipality**

**(2) SOE**

- (a) Provide the Municipal Clerk with an official certification of election results if allowed by law.
- (b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
- (c) Process polling place affirmation forms.
- (d) Sort, inventory, pack and store all election materials for retention and disposition.
- (e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
- (f) Respond to public records requests regarding records kept on behalf of the Municipality.
- (g) Record voting history for each voter who voted on Election Day.

**M. Audit**

**(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
- (b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

**(2) SOE**

- (a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.
- (b) Organize and prepare ballots for manual audit.
- (c) Provide SOE staff to conduct manual audit.
- (d) Ascertain and publically post manual audit result to SOE WEB site.

**N. Recount**

**(1) Municipality**

- (a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
- (b) Act as a member of the Canvassing Board.
- (c) Notify the candidates of the time and date of the Recount.
- (d) Post public notice(s) of the Recount with the time and location.
- (e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
- (f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
- (g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

(2) **SOE**

- (a) Post public notice(s) of the Recount with the time and location.
- (b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statutes*.
- (c) Provide counting teams for examining out stacked ballots.
- (d) Prepare and organize ballots for Recount processing.
- (e) Tabulate ballots and provide professional staff for equipment operations.
- (f) Provide official certification as determined by the Canvassing Board.

5. **INDEMNITY:**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case shall such limits for the Municipality extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. In the event of a Special Election, the municipality shall receive the approval of the Supervisor of Elections for the actual election date no later than 90 days prior to a Special Election unless otherwise provided in law. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.

7. **TERM:**

This Agreement shall begin on the effective date January 1, 2015 and continue for a term of one year in order to cover Special Elections, if any, and may be modified by mutual agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable.

8. **CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

9. **NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the SOE:	For the Municipality:
Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	City Clerk 7 North Dixie Highway Lake Worth, FL 33460 Attention: Pamela Lopez

10. **SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

11. By signing this contract, you and your municipality approve the contract as a form of legal sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

12. **NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective January 1, 2015.

As to the SOE:

WITNESSES:

SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Susan Bucher

Date: \_\_\_\_\_

**As to the MUNICIPALITY:**

ATTEST:

CITY OF LAKE WORTH

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

\_\_\_\_\_  
Pam Triolo, Mayor

(Affix Municipal Seal)

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:



\_\_\_\_\_  
Glen J. Torcivia, City Attorney

Exhibit A

	A	B	C	D	E	F	G
1							
2	<b>Supervisor of Elections 2015 Municipal Elections Cost Details</b>						
3							
4				<b>Single Election</b>			<b>Uniform Elections</b>
5	<b>ABSENTEE BALLOTS</b>						
6	Set up fee		0.40			0.03	
7	On Call Support - Pitney Bowes Prepare and mail absentee ballots (machine use, voter file, postage) -					0.16	
8	materials and postage		2.20			2.20	
9	Provide absentee voting - prep and mailing; staff time		1.66			0.90	
10	Process absentee ballot requests; staff time		0.96			0.96	
11	Recording/verification of Absentee Ballot returns - staff time		0.96			0.96	
12	Notification to voters of Absentee Ballots on the disposition of Canvassing Board		0.10			0.10	
13	<b>TOTAL ABSENTEE BALLOT SERVICES</b>		<b>6.29</b>	<b>Cost per AB Ballot processed</b>		<b>5.31</b>	<b>Cost per AB Ballot processed</b>
14							
15	<b>MUNICIPAL PACKAGE</b>						
16							
18	Arrange for translating, printing and recording of audio ballot		TBD	<i>Actual charges to munis that require translation service, plus IT time to be added</i>		TBD	<i>Actual charges to munis that require translation service, plus IT time to be added</i>
17	Provide polling place supplies – signs, cones, tables, chairs, etc.		25.00			25.00	
18	Publish legal notices (L&A testing, AB canvassing)		532.09			82.14	
19	L&A test development (unique test script, manual ballot marking, pretesting for comparisons and pulling equipment for public tests)		143.58			207.76	
20	Election Day support (all staff available & phone bank for voters)		1,151.73	no phone bank		483.97	phone bank included
21	Election Morning and Night OT staff		2,753.01			556.86	
24	Assist the municipality with canvass of Absentee Ballots		314.16			314.16	
26	Post election results on SOE website and Channel 20		97.27			97.27	
27	Interface with candidates, press, city staff, city attorneys regarding Election Law		171.58			171.58	
28	Assist in finding poll worker replacements		51.59			51.59	
29	Conduct mandatory audit days after election		141.52			141.52	
30	Provide certification of registered voters after book closing		64.18			64.18	
31	Prepare voter data for e-pollbook (EPB) upload		79.41			79.41	

	A	B	C	D	E	F	G
2	<b>Supervisor of Elections 2015 Municipal Elections Cost Details</b>						
3							
4			<b>Single Election</b>			<b>Uniform Elections</b>	
32	Prepare Absentee Ballot, Edge layout and Sample Ballot		128.35			128.35	
33	Prepare Absentee Ballot, Edge layout and Sample Ballot		158.81			158.81	
34							
35	<b>TOTAL MUNICIPAL PACKAGE SERVICES</b>		<b>5,812.28</b>	<b>Municipal Package Cost excluding translation services</b>		<b>2,562.60</b>	<b>Municipal Package Cost excluding translation services</b>
36							
37	<b>PRECINCT SERVICES</b>						
38	Prepare Clerk bags incl Ipad, cell phones and election materials - IT and PW Staff time		12.83			12.83	
39	Delivery and Pick up of voting equipment to training locations		12.53			3.91	
40	Prepare equipment cabinets and routing plan for voting equipment		21.49			21.49	
41	Prepare precinct scanners and ADA Touch screen equipment		21.49			21.49	
42	Post Election_Voting history requirements		31.92			31.92	
43	Plan training class locations/trainers payroll/printed training materials		58.65			58.65	
44	IPAD programming and prep time _IT staff		9.59			9.59	
45	IPADs Data Service		144.00			144.00	
46	Notification to provisional voters re: the disposition of Canvassing Board		5.81			5.81	
47	Copy of current polling place contract		0.15			0.15	
48	List of precinct poll workers		0.15			0.15	
49							
50	<b>TOTAL PRECINCT SERVICES</b>		<b>318.61</b>	<b>Cost per precinct</b>		<b>310.00</b>	<b>Cost per precinct</b>

**PALM BEACH COUNTY SUPERVISOR OF ELECTIONS  
2015 Municipal Elections Charges**

**Cost Examples - Small, Medium, Large Municipalities**

**Uniform Election Costs \***

MUNICIPALITY	MUNICIPAL PACKAGE	ABSENTEE BALLOTS		PRECINCTS		TOTAL COST
		# ballots	@\$5.31	# precincts	@ \$310.00	
HAVERHILL	\$2,563	40	\$212	4	\$1,240	\$4,015
RIVIERA BEACH	\$2,563	1,209	\$6,420	17	\$5,270	\$14,252
BOCA RATON	\$2,563	3,304	\$17,544	47	\$14,570	\$34,677
<b>Single Election *</b>						
MUNICIPALITY	MUNICIPAL PACKAGE	# ballots	@\$6.29	# precincts	@ \$318.61	TOTAL COST
HAVERHILL	\$5,812	40	\$252	4	\$1,274	\$7,338
RIVIERA BEACH	\$5,812	1,209	\$7,605	17	\$5,416	\$18,833
BOCA RATON	\$5,812	3,304	\$20,782	47	\$14,975	\$41,569

\* Costs exclude expenses absorbed by municipalities i.e.; pollworker payroll, precinct rentals, ballot translations, ballot printing, advertising, precinct security and election day equipment delivery

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

RESOLUTION NO. 02-2015 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AN AMENDED AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF LAKE WORTH; DESIGNATING THE CITY'S CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 3, 2013, the City of Lake Worth approved an amended agreement with the Palm Beach County Supervisor of Elections for vote processing equipment use and election services; and

WHEREAS, the Palm Beach County Supervisor of Elections requests all municipalities provide additional language to the agreement; and

WHEREAS, the City of Lake Worth shall conduct its annual Municipal General Election on Tuesday, March 10, 2015, pursuant to the City Charter, Article III, Section 2; and

WHEREAS, if necessary, the City of Lake Worth shall conduct its Run-Off Election on Tuesday, March 24, 2015, pursuant to the City Charter, Article V, Section 4; and

WHEREAS, Section 3., *Fees and Charges to be paid by the Municipality* of the agreement needs to be revised to add language regarding poll worker training facilities; and

WHEREAS, Section 4., *Responsibilities of Both the Municipality and the SOE for Municipal Elections*, subsection A., *Notice and Advertisement* of the agreement needs to be revised to add language regarding providing ballot language within a resolution and appointing members of the Municipality's Canvassing Board at the Supervisor of Election's discretion; subsection B. *Qualifying Candidates* to add language regarding petition initiatives; subsection H. *Precinct Supplies* to add language regarding paying for related communication fees; subsection J. *Election Day Support* to add language regarding providing an additional list of poll worker replacements; and subsection K. *Ballot Tabulation/Counting of Election Results* to add language regarding the Supervisor of Elections approving the Municipality's Canvassing Board appointment of a designee to assist and act on the Supervisor of Election's behalf; and

WHEREAS, Section 5., *Indemnity* of the agreement needs to be revised to increase the Municipality's limits to beyond \$200,000 for one person or beyond \$300,000 for any judgment; and

48 WHEREAS, Section 7., *Term*, of the agreement needs to be revised to  
49 provide for a effective date of January 1, 2015, and continue for a term of one  
50 year; and

51  
52 WHEREAS, the City Commission hereby appoints the Palm Beach  
53 County Supervisor of Elections, or her designee, one Palm Beach County  
54 Commissioner, and designates the City Clerk and, if necessary, the Records  
55 and Information Manager to serve as members of the City's Canvassing Board;  
56 and

57  
58 WHEREAS, the needed changes have been included in a new amended  
59 agreement between the City of Lake Worth and the Palm Beach County  
60 Supervisor of Elections.

61  
62 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION  
63 OF THE CITY OF LAKE WORTH, FLORIDA, that

64  
65 Section 1. The foregoing recitals are hereby ratified and confirmed as being  
66 true and correct and are hereby made a specific part of this specific part of this  
67 Resolution.

68  
69 Section 2. The new amended agreement for vote processing equipment use  
70 and election services by and between the Palm Beach County Supervisor of  
71 Elections and the City of Lake Worth is hereby approved and confirmed.

72  
73 Section 3. The City Commission hereby authorizes the City Clerk to notify the  
74 Palm Beach County Supervisor of Elections of her, or her designee's,  
75 appointment and one Palm Beach County Commissioner's appointment as  
76 members of the City's Canvassing Board, to the extent that it is not inconsistent  
77 with the City's Charter, and designate the City Clerk, and if necessary, the  
78 Records and Information Manager to serve as additional members of the City's  
79 Canvassing Board to handle the City's canvassing and other related duties for  
80 the Municipal General Election scheduled for Tuesday, March 10, 2015, Run-  
81 Off Election, if necessary, scheduled for Tuesday, March 24, 2015, and all  
82 Special Elections during the 2015 calendar year.

83  
84 Section 4. This resolution shall become effective upon its adoption

85  
86 The passage of this Resolution was moved by Commissioner \_\_\_\_\_  
87 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was  
88 as follows:

- 89  
90 Mayor Pam Triolo  
91 Vice Mayor Scott Maxwell  
92 Commissioner Christopher McVoy  
93 Commissioner Andy Amoroso  
94 Commissioner John Szerdi





## CITY OF LAKE WORTH

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

**AGENDA DATE:** January 6, 2015, Regular Meeting

**DEPARTMENT:** City Clerk

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 03-2015 - set the general election ballot scheduled on March 10, 2015

#### **SUMMARY:**

The Resolution sets the general election ballot for March 10, 2015.

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

At noon on December 9, 2014, the qualifying period for candidates to file papers and pay fees to the City Clerk ended. Five candidates qualified and, in accordance with Article II Section 22 of the Code of Ordinances, the setting of the election ballot for city elections shall be done by resolution of the City Commission. The estimated expense for a general election is budgeted in Fiscal Year 2015 at an amount not to exceed \$30,000.

#### **MOTION:**

I move to approve/not approve Resolution No. 03-2015.

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

Fiscal Impact Analysis  
Resolution

**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	\$29,925	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	\$29,925	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: Funding for the election is from accounts 001-1030-511-13-10 (Other Salaries/Part Time), 001-1030-511-49-10 (Other Current Charges /Obligations /Advertising) and 001-1030-511-49-50 (Other Current Charges/Obligations/Elections)

C. Department Fiscal Review: pjl

RESOLUTION NO. 03-2015 OF THE CITY OF LAKE WORTH, FLORIDA, DIRECTING THE CITY CLERK TO PREPARE THE OFFICIAL BALLOT FOR THE CITYWIDE ELECTION TO BE HELD ON MARCH 10, 2015; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article III, Section 2 of the City Charter provides for a municipal election on the second Tuesday in March of each year a general election shall be held to elect members of the City Commission; and

WHEREAS, the offices of Commissioner District No. 2 and Commissioner District No. 4 shall be filled by election on March 10, 2015; and

WHEREAS, the ballot for said election needs to be adopted and transmitted to the Supervisor of Elections for Palm Beach County.

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

Section 1. The City Clerk is hereby directed to cause to be prepared the official ballot for use at said election, including a ballot for the use of absentee voters, with the names of the following candidates and offices set forth thereon:

COMMISSIONER DISTRICT #2

Serge Jerome Jr.  
Christopher W. McVoy

COMMISSIONER DISTRICT #4

Craig Frost  
Ryan Maier  
John William Szerdi

Section 2. This Resolution to be forwarded to the Supervisor of Elections for Palm Beach County.

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

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

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

50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64

The Mayor thereupon declared this Resolution duly passed and adopted  
this 6<sup>th</sup> day of January, 2015.

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:** January 6, 2015, Regular Meeting

**DEPARTMENT:** Community Sustainability

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 04-2015 – extend the Economic Development Electricity Incentive Rate program

#### **SUMMARY:**

The Resolution extends the existing incentive rate program until January 15, 2017.

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

In July 2013, City Commission approved the creation of an Economic Development Electricity Rate Program through Resolution No. 07-2013 to provide an incentive to businesses to bring jobs and economic growth within municipal boundaries. This resolution is set to expire on January 16, 2015.

Economic recovery has taken much longer than expected, therefore it would be prudent to extend the Economic Development Electricity Rate Program for another two years. The resolution would extend the current parameters of the program with the same qualifiers for participation. A synopsis of the program is as follows:

- Add 150kW new load to the Electrical Grid
- Add 10 new full-time jobs

Receive:

Year 1 – 23.6% reduction on applicable charges from Year 1 and applied in Year 2

Year 2 – 20% reduction on applicable charges from Year 2 and applied in Year 3

Year 3 – 15% reduction on applicable charges from Year 3 and applied in Year 4

Year 4 – 10% reduction on applicable charges from Year 4 and applied in Year 5

Year 5 – 5% reduction on applicable charges from Year 5 and applied in Year 6

#### **MOTION:**

I move to approve/not approve Resolution No. 04-2015 to extend the Economic Development Electricity Rate Program.

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

Fiscal Impact Analysis – Not Applicable  
Resolution

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

RESOLUTION NO. 04-2015 OF THE CITY OF LAKE WORTH, FLORIDA, FOR THE CONTINUATION OF THE ECONOMIC DEVELOPMENT ELECTRICITY INCENTIVE RATE PROGRAM AS ESTABLISHED THROUGH RESOLUTION NO. 07-2013 FOR QUALIFIED COMMERCIAL CUSTOMERS OF THE CITY ELECTRIC UTILITY; PROVIDING TERMS, CONDITIONS, APPLICABLE CREDITS AND AN AGREEMENT FOR THE PROGRAM; AND, PROVIDING A DATE FOR TERMINATION OF THE PROGRAM.

WHEREAS, the City of Lake Worth, Florida, desires to create economic development incentive to businesses who bring jobs and economic growth to the community; and

WHEREAS, the City of Lake Worth, Florida, is authorized to set by resolution uniform rates for electric utility services; and

WHEREAS, pursuant to the City’s authority to set such rates, the City desires to offer the continuation of the Economic Development Electricity Incentive Rate Program as established through Resolution No. 07-2013 to qualifying commercial electric customers; and

WHEREAS, the continuation of the Economic Development Electricity Rate Program as set forth herein services a vital public purpose.

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

Section 1. The City shall continue the Economic Development Electricity Incentive Rate Program (“Program”) available to qualifying commercial customers upon request throughout municipal boundaries of the City of Lake Worth.

Section 2. The terms, conditions, and applicable credits for the Program are set out in Exhibit “A” to this resolution, which exhibit is incorporated herein. The Program agreement for qualifying customers under the Program is attached to Exhibit “A” and incorporated herein.

Section 3. The Program was established through Resolution No. 07-2013 and is continued through this Resolution shall be available to qualifying customers through January 15, 2017.

Section 4. This Resolution shall become effective upon passage.



73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117

EXHIBIT "A"

ECONOMIC DEVELOPMENT ELECTRICITY INCENCTIVE RATE PROGRAM  
AVAILABILITY

Beginning January 16, 2013, the Economic Development Electricity Incentive Rate Program (the "Program") is available throughout the municipal boundaries of the City of Lake Worth as served by the City's electric utility. Application for service under the Program must be made and service must commence prior to **January 15, 2017.**

APPLICATION & QUALIFICATIONS:

The Program is applicable to new electric load associated with:

- 1. Initial, permanent service to new establishments.
- 2. Commercial or industrial space that has been vacant for more than one (1) month prior to the application for service under the Program. Verification of vacancy will be established by evidence of no or minimal electric load during the time period in question.
- 3. The expansion of existing establishments. For existing establishments, new load is the net incremental load above which existed prior to approval for service under the Program.

The new load applicable under the Program for new and vacant establishments must be a minimum of 150kW per month at a single delivery point. In the case of expansion of existing facilities, the added new load must be a minimum of 150kW per month at a single delivery point. Prior load shall be the average monthly energy use and demand for the Customer for over the maximum of three (3) years.

In addition to the load requirement, to qualify for service under the Program, the Customer must:

- 1. Employ a new work force of at least ten (10) full-time employees at the delivery point to which the load is added for the full term of the agreement under the Program.
- 2. Be on or elect to be on the City's existing Schedule "Demand Commercial Service" (Schedule D-S) or its successor rate for the full term of the agreement under the Program.

- 118 3. Provide sufficient evidence to the City to establish that the availability of  
119 the Program is a significant factor in the Customer's location or  
120 expansion decision.  
121

122 If a change in ownership occurs after the Customer enters an agreement under  
123 this Program, the successor Customer may be allowed to fulfill the balance of  
124 the agreement under the Program and continue the schedule of the credits  
125 outlined below.  
126

127 The Program is not available for load shifted from one establishment to delivery  
128 point on the City of Lake Worth system to another on the City of Lake Worth  
129 system.  
130

131 MONTHLY RATE:  
132

133 The rates and all other terms and conditions of the Customer's otherwise  
134 applicable rate schedule shall be applicable under the Program. An annual  
135 credit based on the percentages below will be applied to the demand charges  
136 and non-fuel (base) energy charges of the Customer's otherwise applicable rate  
137 schedule associated with the Customer's new load:  
138

139 Year 1 – 23.6% reduction on applicable charges from Year 1 and applied in  
140 Year 2  
141

142 Year 2 – 20% reduction on applicable charges from Year 2 and applied in Year  
143 3  
144

145 Year 3 – 15% reduction on applicable charges from Year 3 and applied in Year  
146 4  
147

148 Year 4 – 10% reduction on applicable charges from Year 4 and applied in Year  
149 5  
150

151 Year 5 – 5% reduction on applicable charges from Year 5 and applied in Year 6  
152

153 The City shall review the Customer's qualifications on the annual anniversary of  
154 the Customer's agreement under the Program and, if the qualifications are met,  
155 apply the aforementioned credit from the prior year towards applicable charges  
156 occurring the next year. The City will not issue any refunds under the Program  
157 for credit earned. The above credit will be deducted from Customer's  
158 applicable rate schedule before application of any discounts or adjustments.  
159

160 TERMS OF SERVICE AND CONDITIONS:  
161

162 The Customer agrees to a five-year agreement term. Service under the  
163 Program will terminate at the end of the fifth year; however, any credits earned

164 in Year 5 will be applied by the City to the applicable charges accruing in the  
165 next year (Year 6). The City may terminate the Customer's agreement for  
166 service under the Program at any time if the Customer fails to comply with all  
167 applicable rules and regulations for the City's electric utility system and/or with  
168 the terms and conditions of the Program including, but not limited to, failure to:  
169 (1) pay all charges and fees for electricity; (2) maintain the level of employment  
170 specified in the Customer's agreement; or, (3) purchase from the City the  
171 amount of load specified in the Customer's agreement.

172  
173 If the City terminates the Customer's agreement for service under the Program  
174 for the Customer's failure to comply with its provisions, or if the Customer opts  
175 to terminate service under the Program, the Customer will be required to  
176 reimburse the City for all credits received under the Program and no further  
177 credits will be provided by the City.

178  
179 At least 20 days prior to the end of each anniversary year of the Program (as  
180 applicable to each Customer), the Customer shall submit to the Economic  
181 Development Manager an annual report in the format required by the Economic  
182 Development Manager documenting compliance with the requirement for  
183 employment of 10 new, full-time employees for the year. Failure to submit the  
184 annual report will forfeit the credit for that year and may be grounds for  
185 termination of the Program.

186  
187 In addition to the annual report, Customers must allow the City to conduct an  
188 annual site inspection and audit for the purpose of ensuring compliance with the  
189 Program agreement.

190  
191 **APPLYING FOR THE PROGRAM:**

192  
193 In order to obtain service under this Program, interested applicants shall contact  
194 the City's Economic Development Manager to apply for the Program. The  
195 applicant will be required to provide documentation verifying that the availability  
196 of the Program is a significant factor in the applicant's location/expansion  
197 decision and verifying the employment of 10 new full-time employees. In the  
198 case of new load associated with Commercial or Industrial space that has been  
199 vacant for more than one (1) month, the applicant must verify that they have no  
200 affiliation with the previous occupant.

201  
202 The City's Economic Development Manager will review the qualifications of  
203 each applicant with the Utilities Department and determine if an applicant  
204 qualifies under the Program. If the applicant qualifies, the applicant will be  
205 required to execute the Program's written agreement with the City. The City  
206 Manager or his/her designee is authorized to sign the Program agreement on  
207 behalf of the City.

208  
209  
210  
211

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**ECONOMIC DEVELOPMENT ELECTRICITY  
INCENTIVE RATE PROGRAM AGREEMENT**

The below named customer is applying for service under the City of Lake Worth's (the "City") Economic Development Electricity Incentive Rate Program (the "Program") based on new or expanded load as indicated below (check one):

- New Load associated with a new establishment.
- New Load established in commercial or industrial space that has been vacant for more than one (1) month.
- Expanded Load associated with an existing establishment.

CUSTOMER NAME \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_

The Customer hereto agrees as follows:

1. For new and vacant establishments, a minimum of 150kW per month of measured demand must be added at a single delivery point.
2. For existing establishments that are expanding, a minimum of 150kW per month of measured demand must be added to the existing demand at a single delivery point.
3. In all cases, the Customer must employ an additional work force of at least 10 full-time employees at the delivery point to which the load is added for the full term of this agreement.
4. That the quantity of new or expanded load shall be \_\_\_\_\_kW of Demand.
5. The nature of this new or expanded load is \_\_\_\_\_.
6. To initiate service under this Program on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and terminate service under this Program on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. This shall constitute a term of five years. If service under the Program is delayed, service must be initiated no later than January 15, 2015 and the term of this agreement will expire five years thereafter.
7. To comply with all terms and conditions of the Program as set forth in the

- 258 City Resolution establishing the Program and in this agreement.  
259
- 260 8. To provide thirty (30) days written notice to the City's Utility Department if  
261 the Customer desires to terminate this agreement.  
262
- 263 9. To have this agreement terminated by the City upon thirty (30) days written  
264 notice to the Customer's billing address if Customer fails to:  
265
- 266 a. Pay all applicable charges, fees, taxes or other costs related to or  
267 arising from the City's provision of electric utility services to the  
268 Customer; and/or,
  - 269 b. Comply with all terms and conditions of the Program; and/or,
  - 270 c. Comply with all applicable rules and regulations of the City's electric  
271 utility system.  
272
- 273 10. If this agreement is terminated prior to the end of the five-year term by  
274 either the City or the Customer, the Customer will be required to reimburse  
275 the City for all credits received under the Program and no further credits  
276 will be provided by the City.  
277
- 278 11. Upon termination or expiration of this agreement, the Customer's service  
279 will revert back to the City's then existing electric rate schedule applicable  
280 to the Customer and all applicable rules and regulations associated with  
281 such service.  
282
- 283 12. This Agreement is not renewable.  
284
- 285 13. Customer is subject to all terms and conditions contained in the Schedule  
286 "Commercial Demand Service" (Schedule CD-S), or its successor Rate  
287 Schedule. Customer acknowledges that this agreement addresses only  
288 the Economic Development Electricity Incentive Rate Program; it does not  
289 address the other terms and conditions related to electric service provided  
290 by the City which otherwise govern Customer's service.  
291
- 292 14. Customer shall be responsible to pay all miscellaneous fees, charges and  
293 taxes as set forth in the Schedule CD-S. All charges for electric service  
294 pursuant to this agreement shall be subject to any applicable state or  
295 federal energy tax, and any other governmental taxes, duties, or fees, as  
296 may be revised from time to time by the relevant regulatory authority,  
297 applicable to electric service provided by the City.  
298
- 299 15. This Agreement is personal to Customer and shall not be assigned or  
300 transferred in whole or in part without the prior written consent of the City's  
301 Economic Development Manager, which consent shall not be  
302 unreasonably withheld. Any attempt by Customer to make such an  
303 assignment or transfer without the City's prior written consent shall be void  
304 and shall confer no right on any third party.

305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343

- 16. The City shall not be liable for any damages including, but not limited to, consequential, incidental, indirect, or special damages, whether in contract, tort, or strict liability including, but not limited to, lost profits, property damage, personal injury and loss of power, arising out of or in any way related to power outages, surges, other electric service interruption(s), or the City's performance or nonperformance of its obligations under this agreement or termination of this agreement.
- 17. WAIVER OF TRIAL BY JURY: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- 18. 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.
- 19. Should any part, term or provision of this agreement or the Program 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.
- 20. 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.
- 21. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 22. In accordance with Palm Beach County ordinance number 2011-009, the Customer acknowledges that this agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General.

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

344 IN WITNESS WHEREOF the parties hereto have made and  
345 executed this Economic Development Electricity Incentive Rate Program  
346 agreement on the day and year inserted below by the City.

347  
348 **CITY OF LAKE WORTH, FLORIDA**  
349

350  
351  
352 DATE: \_\_\_\_\_ By: \_\_\_\_\_  
353 City Manager or Designee

354  
355  
356 **CUSTOMER:** \_\_\_\_\_  
357

358  
359 By \_\_\_\_\_

360  
361 [Corporate Seal] Print Name: \_\_\_\_\_

362  
363 Title: \_\_\_\_\_  
364

365  
366 STATE OF FLORIDA )  
367 COUNTY OF \_\_\_\_\_)

368  
369 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
370 \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as  
371 \_\_\_\_\_(applicable title), an individual or a Florida corporation  
372 and who is personally known to me or who has produced the following  
373 \_\_\_\_\_ as identification.  
374

375 Notary Public:

376 \_\_\_\_\_  
377 Print Name: \_\_\_\_\_  
378 My commission expires: \_\_\_\_\_  
379  
380  
381  
382  
383  
384



## CITY OF LAKE WORTH

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

**AGENDA DATE:** January 6, 2015, Regular Meeting

**DEPARTMENT:** Public Services

---

### **EXECUTIVE BRIEF**

**TITLE:** Resolution No. 05-2015 - adopt the 2015 Revised Palm Beach County Local Mitigation Strategy

**SUMMARY:**

The Resolution provides for the development and execution of an ongoing strategy to reduce the community's vulnerability to identified natural, technological, and human-caused hazards.

**BACKGROUND AND JUSTIFICATION:**

The Palm Beach County Local Mitigation Strategy was initially adopted by the County, municipalities within the County, and the Local Mitigation Strategy Steering Committee in 1999. Revisions and updates to the LMS are required every five years at a minimum to operate in accordance with prevailing federal, state, and local guidelines and requirements. In 2004, the plan was substantially modified to enhance operational effectiveness and to comply with new federal guidelines established as a result of the Disaster Mitigation Act of 2000.

On October 24, 2014, the State of Florida Division of Emergency Management (FDEM) completed its review of the 2015 Revised Palm Beach County Local Mitigation Strategy for compliance with federal hazard mitigation planning standards. FDEM determined that all necessary plan revisions had been submitted and that the strategy is compliant with applicable federal standards, subject to formal adoption by the thirty-eight municipalities within the County, including the City of Lake Worth.

The strategy provides a rational, managed basis for considering and prioritizing hazard-specific mitigation options and for developing and executing sound, cost-effective mitigation projects within those local jurisdictions and communities that have adopted the strategy. It further provides a basis for justifying the solicitation and use of local, state, and federal funding to support hazard mitigation projects and initiatives.

The 2015 Revised Palm Beach County Local Mitigation Strategy is available for public review in the City Manager's Office, 7 North Dixie Highway, Lake Worth, FL 33460 during normal business hours.

**MOTION:**

I move to approve/not approve Resolution No. 05-2015.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Resolution

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

RESOLUTION NO. 05-2015 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE ADOPTION OF THE 2015 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Lake Worth is susceptible to a variety of natural, technological, and human-caused disasters, including but not limited to, severe weather, hazardous materials incidents, nuclear power plant emergencies, communicable diseases, and domestic security incidents as well as climate change impacts and sea level rise that causes increased inundation, shoreline erosion, flooding from severe weather events, accelerated saltwater contamination of ground water and surface water supplies, and expedited loss of critical habitats; and

WHEREAS, the Disaster Mitigation Act of 2000, was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from disasters, and to assist state, local, and tribal governments in implementing effective hazard mitigation measures to ensure the continuation of critical services and facilities after a natural disaster; and

WHEREAS, the Disaster Mitigation Act of 2000, as a condition for qualifying for and receiving future Federal mitigation assistance funding as well as reimbursement for Presidentially Declared Disasters, requires such governments to have Federal Emergency Management Agency approved hazard mitigation strategic plans in place that identify the hazards that could impact their jurisdictions, identify actions and activities to mitigate the effects of those hazards, and establish a coordinated process to implement plans; and

WHEREAS, the City of Lake Worth’s Local Mitigation Strategy, in coordination with governmental and non-governmental stakeholders having an interest in reducing the impact of disasters, and with input from the private sector and other members of the public, developed and revised the Palm Beach County Local Mitigation Strategy; and

WHEREAS, the 2015 revised Palm Beach County Local Mitigation Strategy has been approved by the Florida Division of Emergency Management and the Federal Emergency Management Agency subject to adoption by the County Board of County Commissioners and the participating municipalities within the County; and

WHEREAS, the LMS Steering Committee recommends the formal adoption of the 2015 Revised Palm Beach County Local Mitigation Strategy, including planned future enhancements described therein, by the County and all 38 participating municipalities.

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

52

53 SECTION 1: The foregoing “Whereas” clauses are hereby ratified and  
54 confirmed as being true and correct and are hereby made a specific part of this  
55 Resolution upon adoption hereof.

56

57 SECTION 2: The City of Lake Worth hereby approves and adopts the 2015  
58 Revised Palm Beach County Local Mitigation Strategy in its entirety, as revised  
59 by the LMS Steering Committee and approved by the Florida Division of  
60 Emergency Management and the Federal Emergency Management Agency,  
61 subject to approval by the Palm Beach County Board of County  
62 Commissioners. The 2015 Revised Palm Beach County Local Mitigation  
63 Strategy is hereby incorporated by reference in this resolution and available for  
64 review at the City of Lake Worth.

65

66 SECTION 3: The City of Lake Worth authorizes the appropriate pursuit of  
67 available funding opportunities for implementation of proposed mitigation  
68 initiatives described in the Local Mitigation Strategy, and upon receipt of such  
69 funding or other necessary resources, the implementation of actions in  
70 accordance with the mitigation strategies set out by the Local Mitigation  
71 Strategy.

72

73 SECTION 4: The City of Lake Worth will continue to support and participate in  
74 the Local Mitigation Strategy planning and implementation process as required  
75 by Federal Emergency Management Agency, the Florida Division of Emergency  
76 Management, and the Palm Beach County Local Mitigation Strategy Steering  
77 Committee.

78

79 SECTION 5: The City of Lake Worth will consider incorporating climate change  
80 concerns, sea level rise and natural hazards into the local comprehensive plan  
81 and into future reviews of flood prevention regulations and zoning codes.

82

83 SECTION 6: Upon execution of the Resolution, the City Clerk shall transmit an  
84 original of the fully executed Resolution to the Palm Beach County Division of  
85 Emergency Management, attention Local Mitigation Strategy Coordinator (712-  
86 6481), for filing in the Office of the Clerk & Comptroller. One fully executed  
87 original shall be maintained by the City Clerk as a public record of the City.  
88 One copy of the fully executed Resolution shall be provided to the Public  
89 Services Director.

90

91 SECTION 7: This Resolution shall become effective upon adoption.

92

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

- 96           Mayor Pam Triolo
- 97           Vice Mayor Scott Maxwell
- 98           Commissioner Christopher McVoy
- 99           Commissioner Andy Amoroso
- 100          Commissioner John Szerdi

101  
102           Mayor Pam Triolo thereupon declared this Resolution duly passed and  
103 adopted on the 6<sup>th</sup> day of January, 2015.

104

LAKE WORTH CITY COMMISSION

105

106

107

108

109

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

110

111

112 ATTEST:

113

114

115 \_\_\_\_\_  
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:** January 6, 2015, Regular Meeting

**DEPARTMENT:** Information Technology

---

### **EXECUTIVE BRIEF**

**TITLE:**

Agreement with AT&T to extend the City's primary rate interface (PRI) contract for one year

**SUMMARY:**

The Agreement for four primary rate interface (PRI) lines will extend the current contract for one year in order to continue to receive a discounted rate.

**BACKGROUND AND JUSTIFICATION:**

The City has a total of four primary rate interface (PRI) lines with AT&T which is used in the City's core telephone system. The current contract expired on June 17, 2014. The annual cost for the existing four PRI's is \$30,139.00

Service Type	Monthly Charge	Annual Charge
1 PRI, 23 B Channels	\$ 598.00	\$ 7,176.00
1 PRI, 23 B Channels, 911 Pinpoint service	\$ 716.00	\$ 14,371.20
2 PRI's, 46 B Channels	\$ 1,197.60	\$ 8,592.00
<b>Totals:</b>	<b>\$ 2,511.60</b>	<b>\$ 30,139.20</b>

**MOTION:**

I move to approve/not approve a one year extended agreement with AT&T for an amount not to exceed \$31,000.00.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Original Agreement  
Extended Agreement

## **FISCAL IMPACT ANALYSIS**

### **A. Summary of Fiscal Impact:**

<b>Fiscal Year</b>	<b>2015</b>
Capital Expenditures	0
Operating Expenditures	\$31,000
External Revenues	0
Program Income	0
In-kind Match	0
Net Fiscal Impact	\$31,000

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

<b>Information Technology</b>		
<b>Account Number</b>	<b>Account Description</b>	<b>FY 2015 Budget</b>
510-1520-519.41-10	Telephone	\$250,120

### **C. Department Fiscal Review:**

Nelly Peralta – Assistant IT Director



**Letter of Authorization**

Customer Entity ("Customer") <b>City of Lake Worth</b>	AT&T Corp. and Affiliates ("AT&T") <sup>1</sup>
Customer Contact Information Name <b>Charles Stevens</b>	AT&T Sales Contact Information Primary Sales Contact Name <b>Juanice Jones</b>
Telephone : <b>561-586-1772</b> Fax: <b>N/A</b> Email Address <b>cstevens@lakeworth.org</b> City <b>Lake Worth</b> State/Province <b>FL</b> Country <b>US</b> Domestic/International Zip Code <b>33460</b>	AT&T Sales Contact Information: Street Address City State/Province <b>GA</b> Country <b>US</b> Domestic/International Zip Code
Master Account Number	

- I authorize and appoint AT&T as my agent to take the steps necessary to switch providers, including to access records in the possession of AT&T or any other telephone/circuit service provider pertaining to my existing service and to handle all arrangements with the Local Exchange Company(s) (LEC) to change (or establish) AT&T Long Distance Service, 'Local Toll' Service, Local Service and International Service to (or with) AT&T. AT&T may, upon Customer's express authorization in each instance, offer such service for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) in the attachment, and to issue instructions to and to otherwise deal with the LEC regarding the BTNs.
- It is understood that: Only one carrier may be designated for Long Distance Service on any individual telephone number. Only one carrier may be designated for 'Local Toll' Service on any individual telephone number. Only one carrier may be designated for Local Service on any individual telephone number. Only one carrier may be designated for International Service on any individual telephone number.
- I understand that I may be required to pay a one time charge per line to switch providers. If I later wish to return to my current service provider, I may be required to pay a reconnection charge to that company.

4. Customer Authorizes AT&T to Establish or Switch Services Checked to AT&T for the locations and/or the BTNs and Working Telephone Numbers (WTNs) listed in an attachment to this Authorization:	Long Distance (InterLATA Toll, including international outside of Hawaii)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Local Toll (IntraLATA Toll)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Local Exchange Service	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Cellular	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
	International Service (For Hawaii Only)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
5. Customer's authorization is applicable to the locations or to the BTNs and WTNs listed in an attachment to this Authorization. AT&T will maintain a record of such locations, BTNs and WTNs as attached. If Customer has multi-lines or multi-locations and has executed a negotiated agreement(s) with AT&T under which Customer may add lines during the course of the term agreement, Customer may add Telephone Numbers without the need to submit a new LOA when those lines are added during the term period.		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

- This appointment revokes any prior appointments for the services involved here and may be revoked at any time and shall continue in force unless and until revoked by the customer. Signatory attests that he or she has reviewed the attachment to this Authorization, understands the above Letter of Authorization, is at least 18 years of age and is authorized to execute this Letter of Authorization on behalf of the Customer.

<b>SUBSCRIBER: (Full Legal Business Name)</b> City of Lake Worth	Mail or email to: cstevens@lakeworth.org
<b>By: (Signature)</b> (Customer completes) 	Date: April 8, 2011 <i>May 26, 2011</i>
<b>Print Name:</b> Charles A. Stevens Jr.	Title Information Technology Director EIN (TX)

<sup>1</sup> AT&T means AT&T Telco and/or AT&T LD and/or AT&T Corp. "AT&T Telco" means the applicable local telephone company subsidiary of AT&T Inc. serving the area location associated with the telephone number(s) at issue: Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company d/b/a AT&T Nevada; Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; The Southern New England Telephone Company d/b/a AT&T Connecticut; BellSouth Telecommunications, Inc. doing business as one of the following AT&T Southeast, AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee; AT&T Communications of the Southern States, LLC; TC Systems, Inc.; SBC Long Distance, LLC; or BellSouth Long Distance, Inc. "AT&T LD" means the applicable long distance company subsidiary of AT&T Inc.: TC Systems, Inc.; SNET America, Inc. d/b/a AT&T Long Distance East; SBC Long Distance, LLC d/b/a AT&T Long Distance; or BellSouth Long Distance, Inc. d/b/a AT&T Long Distance Service or BellSouth Long Distance Service, Inc.



Attachment A

City of Lake Worth Phone Numbers

116 College St, Lake Worth, FL 33460

5614932527	5615337365	5615861620	5615861663	5615861719	5615861786
5614932528	5615337367	5615861623	5615861664	5615861720	5615861787
5614932529	5615337369	5615861627	5615861665	5615861722	5615861788
5614932530	5615337371	5615861628	5615861666	5615861725	5615861789
5614932531	5615337372	5615861629	5615861670	5615861730	5615861790
5614932538	5615337375	5615861630	5615861671	5615861731	5615861791
5614932550	5615337376	5615861631	5615861672	5615861732	5615861792
5614932551	5615337378	5615861632	5615861673	5615861733	5615861793
5614932554	5615337381	5615861633	5615861674	5615861734	5615861794
5614932559	5615337382	5615861634	5615861675	5615861735	5615861798
5615337300	5615337383	5615861636	5615861676	5615861738	5615861799
5615337302	5615337384	5615861637	5615861678	5615861739	5615880524
5615337309	5615337385	5615861638	5615861679	5615861740	
5615337313	5615337387	5615861639	5615861682	5615861741	
5615337314	5615337388	5615861640	5615861683	5615861742	
5615337315	5615337390	5615861641	5615861684	5615861744	
5615337316	5615337394	5615861642	5615861685	5615861745	
5615337317	5615337395	5615861643	5615861686	5615861747	
5615337319	5615337396	5615861644	5615861687	5615861749	
5615337321	5615337397	5615861645	5615861688	5615861754	
5615337334	5615405130	5615861646	5615861689	5615861756	
5615337335	5615405132	5615861647	5615861690	5615861757	
5615337339	5615405303	5615861648	5615861691	5615861759	
5615337342	5615405304	5615861649	5615861693	5615861760	
5615337343	5615405305	5615861650	5615861694	5615861761	
5615337344	5615405307	5615861651	5615861695	5615861766	
5615337345	5615821309	5615861652	5615861698	5615861770	
5615337346	5615829713	5615861653	5615861699	5615861771	
5615337347	5615860361	5615861654	5615861701	5615861772	
5615337351	5615861600	5615861656	5615861703	5615861777	
5615337354	5615861601	5615861657	5615861705	5615861781	
5615337355	5615861602	5615861658	5615861706	5615861782	
5615337356	5615861604	5615861659	5615861711	5615861783	
5615337358	5615861605	5615861660	5615861712	5615861784	
5615337364	5615861617	5615861662	5615861713	5615861785	



**INTEGRATED SERVICES DIGITAL NETWORK PRIMARY RATE INTERFACE ("ISDN PRI")  
SHORT TERM ARRANGEMENT  
with AT&T DS1 Service or with AT&T High Capacity DS1 1.544 Mbps Service, as applicable**

AT&T Agreement/MA Reference No. [UA Only] if applicable \_\_\_\_\_

<b>Customer</b>	<b>AT&amp;T</b>
City of Lake Worth Street Address: 7 N Dixie Hwy City: Lake Worth State/Province: FL Zip Code: 33460 Country: USA	AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Title: Street Address: City: State/Province: Zip Code: Country: USA Telephone: Fax: Email: Customer Account Number or Master Account Number:	Name: Street Address: City: State/Province: Zip Code: Country: USA Telephone: Fax: Email: Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable) <input type="checkbox"/></b>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Short Term Arrangement ("Arrangement") is part of the Agreement between AT&T and Customer, and the Parties agree that this Arrangement supersedes the expired Pricing Schedule or stand-alone Service Agreement ("Original Agreement") last signed on May 13, 2011. The Parties acknowledge that the intent of this Arrangement is to provide Customer rates for services provided under the above-referenced expired Original Agreement for the term of this Arrangement, therefore, the Parties agree that solely for the convenience of each Party, except for those terms expressly set forth below, the terms and conditions of the expired Original Agreement are incorporated by reference herein as if originally set forth herein and govern this Arrangement. This Arrangement is only available to existing customers with an Original Agreement (or extended agreement) that expired within 6 months of the date of execution of this Arrangement. This Arrangement is not available to Customers who will seek E-rate funding for the Services provided under this Arrangement.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE**  
**AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms**

**1. SERVICE AND SERVICE PROVIDER**

**1.1 SERVICE**

States	Service Name
Illinois, Indiana, Michigan, Ohio and Wisconsin	ISDN Prime with AT&T DS1 Service
Arkansas, Kansas, Missouri, Oklahoma and Texas	Primary Rate ISDN - SmartTrunk®
California and Nevada	Primary Rate ISDN with AT&T High Capacity DS1 1.544 Mbps Service
Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee	BellSouth® Primary Rate ISDN - Voice/Data Standard Service

**1.2 SERVICE PROVIDER:** AT&T Florida

**2. ARRANGEMENT TERM AND EFFECTIVE DATE**

Term	12 months
Effective Date of this Arrangement	the date the Arrangement is last signed, unless a later date is required by law or regulation

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All (except DID numbers)	50%	Until end of Arrangement Term

**4. CUSTOMER'S EXISTING SERVICE COMPONENTS, SITES, CIRCUIT QUANTITIES AND RATES**

Service Components, Sites, Circuit Quantities and Rates as specified in the Customer's Original Agreement will apply during the Arrangement Term. No additional Circuits can be added during the Arrangement Term.
--

**4.1 Subsequent DID Numbers, Calling Name ID and/or Caller ID**

Customer and AT&T may agree to add DID Numbers and/or ISDN Calling Name ID under the rates in the Customer's Original Agreement after Cutover of the associated ISDN PRI Service Component(s), but only if the Customer requested installation date is more than 90 days before the end of the Arrangement Term.

**5. EARLY TERMINATION:**

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (2) the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- (3) the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- (4) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

The foregoing shall not apply to Services provided by the AT&T ILEC affiliate in Connecticut.

For AT&T internal use only	
Service Establishment Date: (if extending contract which included all new Services, <b>must include</b> the Service Establishment Date of Service 1 <sup>st</sup> installed: <b>June 7, 2011</b> )	
Program Code: EXP12	Billing Telephone Number(s) for Existing service: <b>561-383-2655, 561-383-2640, 561-586-1600</b>
ECATS # / AT&T Contract ID # of pre-existing Contract ( <b>must be included</b> ):	<b>20110512-0345</b>

**End of Document**



**CITY OF LAKE WORTH**  
301 College Street · Lake Worth, Florida 33460 · Phone: 561-586-1710

**AGENDA DATE:** January 6, 2015, Regular Meeting

**DEPARTMENT:** Water/Sewer Utilities

---

**EXECUTIVE BRIEF**

**TITLE:**

Agreement with Mock Roos and Associates for engineering design, permitting, and bid phase services for the 2 Inch Watermain Replacement Program, Year 1

**SUMMARY:**

The Agreement authorizes Mock Roos and Associates to complete engineering design, permitting, and bid phase services for the 2 Inch Watermain Replacement Program, Year 1 for a price not to exceed \$99,925.

**BACKGROUND AND JUSTIFICATION:**

The 2013 water distribution study recommended abandoning all 2-inch water mains in the alleys, easements and roadways, and install new 4-inch PVC water mains, improving the water quality and pressure to the properties, as well as reducing the occurrence of watermain breaks, which will decrease the frequency of boil water notices, and reduce maintenance costs.

This project will be contracted out to replace all of the identified 2-inch galvanized water mains primarily located in the easements and alleys behind the homes, in addition to some areas where the 2 inch galvanized steel watermains are in the roadway. The entire project will be carried out in five years. This proposal is for the design of the first year of improvements.

Refer to enclosed Mock Roos Proposal for a detailed project description.

Mock Roos & Associates was the Engineering Consulting firm selected by the City of Lake Worth as the number one ranked firm for a continuing services contract, **WS-08-09**, through the Consultant's Competitive Negotiation Act (Florida State Statutes 287.055) procurement process.

Under this agreement, they have been selected to perform engineering design, permitting, and bid phase services for the 2 Inch Watermain Replacement Program, Year 1 by the Lake Worth Water Utilities Department.

**MOTION:**

I move to approve/disapprove the agreement with Mock Roos and Associates for engineering design, permitting, and bid phase services for the 2 Inch Watermain Replacement Program, Year 1 for a price not to exceed \$99,925.

Attachments

- 1) Fiscal Analysis
- 2) Mock Roos Proposal B4030.00 – 2” Watermain Replacement Program, Phase 1 – Design Phase Services

## FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	99,925	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	99,925	0	\$0	\$0	\$0

No. of Additional Full-Time Employees	0	0	0	0	0
---------------------------------------	---	---	---	---	---

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

The funds have been identified in the FY2015 Water Distribution Capital budget from account 402-7034-533.63-15 under project # WT-1506 for \$500,000.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2015 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7034-533.63-15	Water Distribution Capital	WT-1506	\$500,000	\$500,000	\$485,100	-\$99,925	\$385,175

### C. Fiscal Review:

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

# Proposal To Provide Design Phase Services for 2" Watermain Replacement Program, Phase 1

**Services to be provided by:** Mock•Roos

**Services provided to (City):** City of Lake Worth

**Proposal Date:** October 3, 2014  
Revised November 26, 2014

## Proposal Terms

### **A. Project Description:**

The Project is to prepare construction contract documents for Phase 1 of the City's 2-inch watermain replacement program at locations determined by the City. A summary of the Phase 1 locations follows.

1. West side of South Federal Highway between 17<sup>th</sup> and 18<sup>th</sup> Avenues South (one block).
2. 17<sup>th</sup> Avenue South between South Lakeside Drive and eastern terminus (one long block).
3. Alley West of South K Street between 11<sup>th</sup> and 12<sup>th</sup> Avenues South (one block).
4. Alley West of South N Street between 11<sup>th</sup> and 13<sup>th</sup> Avenues South (two blocks).
5. Alley West of South M Street between 7<sup>th</sup> and 8<sup>th</sup> Avenues South (one block).
6. Lakeside Drive between 17<sup>th</sup> and 18<sup>th</sup> Avenues South (one block).

In addition to the Phase 1 locations, an alternate location has been selected for design with the intention of requesting alternate bids on this section. The alternate location is:

1. Alley West of North O Street between 13<sup>th</sup> and 15<sup>th</sup> Avenues North (2 blocks).

### **B. Scope of Services:**

1. Mock•Roos will provide engineering and related services and act as the City's Engineer of Record for the above-described project as more specifically set forth below.
2. Preliminary Engineering Services:
  - a. Meet with the City staff to review the scope of the project, general location of proposed improvements, and obtain the City's input regarding expectations for the project.
  - b. Perform field review of the proposed watermain replacement locations.
  - c. Provide a topographic survey of the area in the immediate vicinity of the proposed pipeline route and provide base maps of the survey data. (Services to be provided by subconsultant.)
  - d. Provide subsurface utility targeting service and subsurface utility locating by test hole, maximum test hole 42 locations. (Services to be provided by subconsultant.)

- e. Submit base drawings to local utilities for mark-up of their existing utilities. Plot utility locations received on the drawing base sheets. Local utilities include telephone, cable, and gas, as well as Lake Worth Municipal Utilities.
  - f. Submit preliminary base sheets to City for review and comment.
  - g. Meet with City staff to review preliminary submittal and respond to questions or comments.
3. Design Phase Services:
- a. Provide design phase engineering services to develop the details of the watermain design.
  - b. Develop one set of construction drawings consisting of a cover sheet, key sheet, plan and profile sheets, and detail sheets.
  - c. Prepare technical specifications and a project manual for the project anticipated to be bid as a single project.
  - d. Submit progress drawings at the 60-percent and 95-percent completion.
  - e. Meet with the City after each submittal to review progress drawings, discuss design options, and respond to questions.
  - f. Estimate quantities and prepare an Engineer's Opinion of Probable Construction Cost.
  - g. Prepare a Health Department permit application package including attachments and submit for approval. (City will pay application fees.) Prepare and submit responses to Health Department comments, if required.
  - h. Prepare a FDOT permit application for utility construction in the Federal Highway right-of-way and submit for approval. (City will pay application fees.) Prepare and submit responses to FDOT comments, if required.
  - i. Provide final design phase deliverables consisting of construction drawings and project manual in paper copies and electronic PDF files.
4. Bid Phase Services:
- a. Prepare project bid advertisement to be placed in the local newspaper. Provide electronic PDF copies of the drawings and project manual for the City to post on their web site.
  - b. Offer paper sets of the drawings and project manual for sale at Mock•Roos office.

- c. Respond to questions from prospective bidders during the bid period.
- d. Issue appropriate addendums, if necessary.
- e. Attend the bid opening, prepare a bid tabulation, review the qualifications of the apparent low bidder, and provide the City with a "Recommendation for Award".
- f. Assist in preparing the construction contracts for execution including coordinating with the contractor for execution of the contracts.
- g. Coordinate with the City and the selected contractor to assist in awarding the contract.

**C. Schedule:**

1. The following schedule goals are proposed for those tasks under Mock•Roos control. Note that certain review times and other factors are beyond Mock•Roos control and may result in additional time being justified.
  - a. Provide the Health Department and FDOT permit application packages within six months of receiving our authorization to proceed. Note that this time frame is dependent on receiving timely comments (within two weeks) for the 60 and 95-percent progress submittals.
  - b. Respond to routine permit application comments within two-weeks of receipt. If there are significant changes or unreasonable requirements contained in the comments, additional time may be necessary.
  - c. Provide final design deliverables to the City within two-weeks after receipt of all permits.
  - d. Provide a "Recommendation for Award" of the construction contract within two-weeks of receipt of bids provided there are no unusual circumstances with the low bid that would require additional review time.

**D. Additional Services:**

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Any design changes, schedule changes, drawing changes, or other project changes requested by the City will be considered Additional Services.
3. Additional Services can be provided upon Mock•Roos receiving signed authorization from the City.

**E. Fees and Rates:**

1. Mock•Roos will complete the Scope of our In-House Services (excluding items B.1.c. and B.1.d.) for the lump sum fee of \$45,800. We will provide the survey and subsurface locates subconsultant services for a budget of \$54,125. The total design phase budget is \$99,925.
2. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

**F. Conditions:**

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal.
2. This Proposal is based on the Scope of Services being completed on or November 30, 2015. If not completed by this date for reasons other than those within the control of Mock•Roos, Mock•Roos may request a change order as provided for in Mock•Roos' Contract with the Client (City Contract No. RFQ 12-13-302).
3. This proposal serves as a supplement to the general agreement between Mock•Roos and Client, Contract RFQ 12-13-302.
4. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

**G. Acceptance and Authorization to Proceed:**

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services outlined above. This authorization becomes valid upon Mock•Roos receiving one **executed** copy of this proposal with original signatures below.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF LAKE WORTH, FLORIDA**

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

ATTEST:

Approved as to form and legal sufficiency:

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

By: Christy Goddeau  
Christy Goddeau  
City Attorney

\_\_\_\_\_  
Date

**MOCK, ROOS & ASSOCIATES, INC.**

By: Thomas A. Biggs  
Thomas A. Biggs  
Executive Vice President  
11/26/14  
Date

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of November, 2014, by Thomas A. Biggs, Executive Vice President of Mock, Roos & Associates, Inc., a Florida corporation, on behalf of the corporation, and who is personally known to me or who as produced the following \_\_\_\_\_ as identification.

Notary Public:

Jane E. Hayes  
Print Name: Jane E. Hayes  
My commission expires: 8/15/17



**Phase 1 - 2" Watermain Replacement Program  
for  
City of Lake Worth  
Estimate of Design Phase Engineering Fees**

<b>TASK</b>	<b>Project Manager</b>	<b>Project Engr.</b>	<b>CADD Draft</b>	<b>Admin. Assist.</b>	<b>TOTAL</b>
<b><i>I. Preliminary Engineering &amp; Route Evaluation</i></b>					
Initial Client Coordination	2	2		2	638
Coordinate Topo Survey	2	8	8	2	1,978
Coordinate Subsurface Locates	2	8	8	2	1,978
Prepare Base Sheets (9)	2	8	40		4,580
Utility Coordination	1	2	8	2	1,168
Preliminary Client Submittal	1	4	2	2	878
Client Meeting/Coord./Follow-up	4	4		2	1,158
<i>Subtotal</i>	14	36	66	12	12,378
<b><i>II. Design Phase Services</i></b>					
Engineering Design	8	16			2,960
Drafting - Plan & Profile Sheets (9)	4	12	108		11,100
Drafting - Detail Sheets	1	2	4		710
Quality Control Review of Drawings	4	4	4		1,380
Technical Specifications & Project Manual	4	6		4	1,496
Interim Submittals to Client (65% & 95%)	4	8	8	2	2,278
Follow-up Client Meetings	4	6	2	2	1,548
Quantities & Cost Estimate	1	3		2	598
Health Department Permit Application	3	6	2	2	1,398
FDOT Permit Application	2	4	2	2	1,028
Follow-up Coord. on Permits	3	6	2	2	1,398
Final Deliverables	1	2	4	2	828
Client Coord. & Follow-up	4	4		2	1,158
<i>Subtotal</i>	43	79	136	20	27,880
<b><i>III. Bidding Phase Services</i></b>					
Bid Advertisement & Submit PDF Files	1	2	2	2	658
Bid Phase Services	3	6	2	2	1,398
Bid Opening & Recommendation	3	6		2	1,228
Coord. Contracts & Award	1	3		2	598
Client Meetings/Coordination	4	4		2	1,158
<i>Subtotal</i>	12	21	4	10	5,040
Total Hours	69	136	206	42	45,298
Hourly Rate	150	110	85	59	
Total By Staff Category	10,350	14,960	17,510	2,478	
Total Hourly Cost					45,298
Reimbursable Expenses					502
<b>Total Mock Roos In-house Services</b>					<b>45,800</b>
Survey Subconsultant					36,075
Subsurface Locates Subconsultant					18,050
<b>Total Design &amp; Bidding Phase Budget</b>					<b>\$99,925</b>



Date: October 17, 2014

Presented to: Mock Roos and Associates  
5720 Corporate Way  
West Palm Beach, Florida 33407  
Phone No.: (561) 683-3113  
Fax No. (561) 478-7248

Attn: Tom Biggs, P.E.

Project name: Utility Targeting and Test Hole Services  
Lake Worth 2" Watermain Replacement Project PA# B4030.00

As requested, we have prepared this proposal for underground utility Targeting and Test Hole Services for the above referenced project. This proposal is based upon a meeting held and plan sheets received on 10/16/2014.

### **SUBSURFACE UTILITY TARGETING SERVICE**

#### **Specifications and Work Process**

In the performance of subsurface utility targeting, InfraMap Corp. proposes to:

1. Utilize client provided records from utility companies, unless stated as an IMC function in the scope statement. Gathered materials will be used as an aid in the identification of the number, identity, size and material of utilities located in the field, and will not be used as a substitute for actual geophysical location unless the system cannot be verified electronically using industry standard techniques for this level of investigation.
2. Conduct a thorough electronic search of the site for the buried utility systems shown on records acquired. Verify that each utility has been electronically located and targeted. Then, conduct an electronic grid sweep of the site to search for utilities that do not appear on available records, and attempt to determine type of utility. This investigation will be accomplished using active and passive type utility detection gear that detects induced or naturally occurring energy fields present on conductive utilities. This investigation includes a ground penetrating radar sweep. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the target facility as marked on the ground surface. The accuracy of this targeting is subject to certain factors beyond our control such as limitations of available technology and field conditions that may include, but are not limited to: depth of utility, electrical conductivity of utility, site conditions and access. Where non-conductive or non-locatable utilities are present, we will attempt to use all available information to place targeting in the field for those systems and generate notes for each such utility.
3. Designators will draft field sheets that show the location, trend and configuration of utilities detected. Field sheets will show all underground utility surface features and lines, and will be prepared with colored pencil to differentiate the utility systems. Utilities will be annotated with size and project specific field notes will be shown.

4. Field sheets will be provided to the project surveyors. Survey and computer drafting will be performed by others.
5. If the client provides IMC with plots of the utility file with referenced topography, IMC will provide a final office and/ or field review. The type of review will be determined on a project by project basis depending on complexity, unless specifically prearranged. Plots or plot files being given to IMC for review should show the utilities in color with base topography greyed.
6. This service will be provided with due diligence and in a manner consistent with standards of the subsurface utility mapping industry. Every reasonable effort will be made to locate all systems of interest whether indicated on records available to us or not. However, we do not guarantee that all existing utility systems can or will be detected. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on records available to us. Further, this service is not intended to detect non-utility structures such as but not limited to: foundations, buried tanks, septic systems, wells, tunnels, concrete or metal structures, or the true size and limits of subsurface utility vaults and manholes. This service represents the best available data on subsurface utilities given a cost effective investigation that does not involve excavation. Use of this service does not relieve interested parties from their responsibility to make required notifications prior to excavation. Use of this service does not relieve utility owners of their responsibility to mark the location of their facilities prior to excavation. InfraMap Corp. will not be responsible for damages to utilities caused by others.

#### **SUBSURFACE UTILITY LOCATING BY AIR/VACUUM TEST HOLE**

The intent of the proposed test hole service is to provide the actual horizontal and vertical location of existing utilities or structures at the point of interest by air/ vacuum excavation to facilitate the identification and resolution of potential design conflicts and aid in the protection of these facilities during construction.

1. From the test hole request, determine the utility records needed and the utility owning agency. Request records from these agencies either written or verbally. Attempt to get plan and profile of each utility of concern for the location of the test hole request. Gathered materials will be used as an aid in the identification of the size, depth and material of utilities to be excavated. InfraMap Corp. will make all information gathered available to the client.
2. Supply qualified personnel and provide them with the appropriate equipment, resources, transportation and field supplies to perform the requested services.
3. Coordinate with the client to determine what test holes are needed and their expected locations.
4. Coordinate with inspectors, property owners, "ONE CALL" and others as required. Comply with all laws and regulations concerning excavation. Obtain all permits needed to perform the test holes.

5. Determine in the field the actual location of the proposed improvements in possible conflict with existing utilities. This shall be accomplished by using the plan supplied by the client.
6. At the approximate point of possible conflict with the proposed improvement, excavate a test hole using air/ vacuum excavation. Provide all measures necessary to perform the work safely and to cause no damage to the utility structure. The test hole will be of the minimum size required to expose the utility of interest and record the following information:
  - a. Depth below grade (cover).
  - b. Utility material, shape and overall condition.
  - c. Approximate diameter of pipes, cables, conduits and the configuration of multiple conduit systems.
  - d. The general directional trend of the utility.
  - e. Thickness, type and condition of paving material.
  - f. General soil conditions.
7. Install a permanent survey marker directly over the centerline of pipes or edge of concrete structures or conduit banks at grade. Indicate on the Test Hole Form the placement of the marker relative to the utility cross section.
8. Backfill test hole with excavated material in 6" lifts by air pneumatic tamping. Soil placed within 1 foot of the exposed utility will be clean and tamped carefully. Backfill materials will be adequately compacted to prevent later subsidence of the test hole. Provide select backfill materials, such as insulating sands and gravels, when needed. Restore test hole area to original condition. Ribbon of appropriate APWA/ULCC color will be installed in the backfill from utility to grade.
9. Repair and restore all pavement cuts to insure a long lasting, permanent repair. Guarantee patch for 1 year and return to repair within that time if test hole sinks more than ½" below original grade (permanent marker). In the event that the permitting agency does not accept cold patch as permanent repair, it is the responsibility of the client/permit holder to provide for restoration and compaction of the hole to the complete satisfaction of the permitting agency.
10. Record the location of the permanent marker with a minimum of three (3) swing tie measurements to convenient existing permanent structures on site.
- 10a.(Optional - See Scope Statement) Survey test hole locations with a total station survey instrument and data collector relevant to the client provided project control. Process survey locations to provide northing, easting and grade/ utility elevations. Generate stations and offset for the test holes if baseline geometry is provided.
11. Cadd Test Hole Forms. Also, provide a Test Hole Inventory report to list numerically the test holes completed/ attempted.
12. Technical limitations of small hole Air/Vacuum excavation:

In order to provide a cost effective service that causes minimal disturbance to site amenities and utilities, and is acceptable to permitting agencies, the size of the test hole excavation is kept to a minimum. A nominal size of 64 square inches (8" x 8") is the assumed size of the average test hole. Given this size excavation, the following limitations are stated for the benefit of the designer in choosing test hole locations.

- a. The bottom/invert of pipes and large diameter cables and conduits is not directly available in most test holes. The point of measurement of these utilities is typically the crown or shallowest point on the utility. Invert information is derived from crown cover plus diameter.
  - b. The diameter of most pipes greater than 24" cannot be recovered directly from the test hole. The diameter of pipes less than 24" is determined by exposing half or all of the pipe, as needed, and directly measuring the outside diameter with a wooden rule to the nearest 1/2". If pipe diameter is critical on larger than 24" pipes, it may be necessary to perform additional holes. This type of investigation falls outside of the normal scope of test hole services and needs to be requested specifically.
  - c. Encased systems and non-encased conduit banks are typically exposed on one edge. This allows the test hole to be excavated down the side of the utility until a discernable bottom edge can be evaluated. Although it is usually possible to determine the bottom edge of these systems, it is not possible to determine conditions under these or other utility systems, such as concrete overpour and other utilities. It is important for the designer to remember that the bottom edge of an encased system or unencased conduit bank may not represent its lowest point, and that the shape of the system may not be the same on both sides. The width of these systems may not be determined from a single test hole. Encased systems and unencased conduit banks may require two test holes to document the width (and both sides top and bottom elevations).
13. This service will be provided with due diligence and in a manner consistent with standards of the sub-surface utility locating industry. Every reasonable effort will be made to locate all utilities requested. However, we do not guarantee that all existing utility systems can be located or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on records available to us. Further, this service is not intended to locate non-utility structures such as but not limited to: foundations, buried tanks, septic systems, wells, tunnels, concrete or metal structures etc., unless specifically mentioned in the SCOPE statement. This service represents the best available data on sub-surface utilities given a cost effective investigation using air/vacuum excavation. Use of this service does not relieve interested parties from their responsibility to make required notifications prior to excavation. Use of this service does not relieve utility owners of their responsibility to mark the location of their facilities prior to excavation. InfraMap Corp. will not be responsible for damages to utilities caused by others. InfraMap Corp. is not responsible for utilities located underneath other utilities. If records research is not part of the scope of services, utility owners or their field agent's marks will be used to identify utilities; we are not responsible for correcting mistakes made by other locators.

**SCOPE OF SERVICES**

Project limits/description: Lake Worth 2" Watermain Replacement Project PA# B4030.00

**Phase I (± 3,485 LF)**

1. West side of South Federal Highway between 17<sup>th</sup> and 18<sup>th</sup> Avenues South (One block)
2. 17<sup>th</sup> Ave. South between South Lakeside Drive and eastern terminus (One long block)
3. Alley West of South K St. between 11<sup>th</sup> and 12<sup>th</sup> Avenues South (One block)
4. Alley West of South N Street between 11<sup>th</sup> and 13<sup>th</sup> Avenues South (Two blocks)
5. Alley West of South M Street between 7<sup>th</sup> and 8<sup>th</sup> Avenues South (One block)
6. Lakeside Drive between 17<sup>th</sup> and 18<sup>th</sup> Avenues South (One block)

**Project schedule: Phase I**

**Targeting:**

To be completed within (15) business days of NTP, weather permitting.

**Test Holes:**

Test holes are to be completed within (15) business days of NTP, weather permitting *and* After Targeting is complete and Test Hole Locations have been provided.

**Alternate Location (± 925 LF)**

1. Alley West of North O Street between 13<sup>th</sup> and 15<sup>th</sup> Avenues North (2 blocks)

**Project schedule: Alternate Location**

**Targeting and Test Holes**

To be completed within (15) business days of NTP, weather permitting.

Survey to be performed by Dennis J. Leavy and Associate, Inc..

Test Holes: Per plans provided by Client

CADD platform: AutoCAD or Microstation, as required.



## John Leemon

---

**From:** Dave Bower <djlasc@bellsouth.net>  
**Sent:** Tuesday, December 02, 2014 3:42 PM  
**To:** John Leemon  
**Subject:** RE: Lake Worth - 2" Watermain Replacement Proposal - PA#B4030.00

John,

The fees to prepare the topographic surveys are as follows:

1. Phase 1: \$26,800.00
2. Alternate Bid: \$8,225.00
3. Asbuilt horizontal and vertical position of 42 test hole sites: 1,050.00

Total Fee: \$36,075.00

Call me should you have any questions or require any further information. Thanks.

Dave Bower, PSM  
Vice President

Dennis J. Leavy & Associates, Inc.  
Land Surveyors & Mappers  
460 Business Park Way, Suite B  
Royal Palm Beach, FL 33411  
Phone: 561/753-0650 Fax: 561/753-0290  
E-Mail: [djlasc@bellsouth.net](mailto:djlasc@bellsouth.net)

**AGREEMENT**

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the 1 day of July, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Mock Roos and Associates, Inc.**, a corporation authorized to do business in the State of Florida, whose local business address is 5720 Corporate Way, West Palm Beach, FL 33407 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter); and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

**ARTICLE 1 – GENERAL SCOPE OF SERVICES**

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Civil Engineering;
2. Water, Sewer and Hydro-Geological Engineering.

**ARTICLE 2 - TERM OF AGREEMENT**

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and

other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

#### **ARTICLE 5 - TERMS OF PAYMENT**

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

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

#### **ARTICLE 6 - TERMS OF PERFORMANCE**

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

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

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

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

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

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

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

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

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory

services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

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

**THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.**

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a

conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

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

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

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

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

## **ARTICLE 7 - CITY'S RESPONSIBILITIES**

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

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

such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

#### **ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE**

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

#### **ARTICLE 9 –TERMINATION**

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

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

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

Agreement without cause.

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

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

#### **ARTICLE 10 –INDEMNIFICATION AND INSURANCE**

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting

business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

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

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

## **ARTICLE 11 - SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 12 - REMEDIES**

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

forthcoming, either party may pursue its claim, proceeding or litigation.

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

#### **ARTICLE 13 – NOTICE**

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

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

All notices to the CONSULTANT shall be sent to:

Mock Roos and Associates, Inc.  
Attn: Thomas A. Biggs  
5720 Corporate Way  
West Palm Beach, FL 33407

All notices to the City shall be sent to:

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

#### **ARTICLE 14 – NO CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any

fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

#### **ARTICLE 16 – PUBLIC ENTITIES CRIMES**

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

#### **ARTICLE 17 - NONEXCLUSIVE AGREEMENT**

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

#### **ARTICLE 18 - MISCELLANEOUS**

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

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

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and

conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

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

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

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

#### **ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL**

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

#### **ARTICLE 20 - PUBLIC RECORDS**

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

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

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

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

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

**ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY**

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

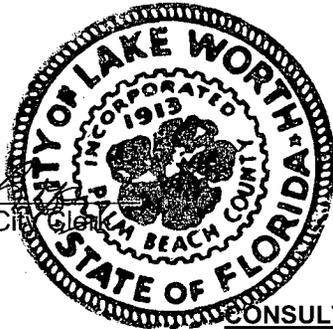
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date first above written:

**CITY OF LAKE WORTH, FLORIDA**

By: *Pam Triolo*  
Pam Triolo, Mayor

ATTEST:

*Pamela J. Lopez*  
Pamela J. Lopez, City Clerk



Approved as to form and legal sufficiency:

*Glen J. Torcivia* FOR  
Glen J. Torcivia, City Attorney

CONSULTANT: MOCK ROOS AND ASSOCIATES, INC.

[Corporate Seal]

By: *Thomas A. Biggs*  
Print Name: THOMAS A BIGGS  
Title: EXECUTIVE VICE PRESIDENT

STATE OF FLORIDA)  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2014 by Thomas A. Biggs, as EVP (title), of Mock Roos, 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 E. Hayes*  
Print Name: Jane E. Hayes  
My commission expires: 8/15/17

Exhibit A: Sample Task Order  
Exhibit B: Fee Schedule



**EXHIBIT "A"**

**SAMPLE TASK ORDER**

**PROFESSIONAL CONSULTING SERVICES  
FOR**

\_\_\_\_\_ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the \_\_\_\_ day of \_\_\_\_\_, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and \_\_\_\_\_, a Florida corporation, whose local business address is \_\_\_\_\_ ("Consultant" hereafter).

**1.0 Project Description:**

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: \_\_\_\_\_

**2.0 Scope**

Under this Task Order, the Consultant will provide the City of Lake Worth \_\_\_\_\_ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services.**

**3.0 Schedule**

The services to be provided under this Task Order shall be completed within \_\_\_\_\_ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

**4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount of \$\_\_\_\_\_. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

**5.0 Project Manager**

The Project Manager for the Consultant is \_\_\_\_\_,  
phone: \_\_\_\_\_; email: \_\_\_\_\_; and, the Project  
Manager for the City is \_\_\_\_\_,  
phone: \_\_\_\_\_;  
email: \_\_\_\_\_.

**6.0 Progress Meetings**

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

**7.0 Authorization**

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, \_\_\_\_\_, dated \_\_\_\_\_, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

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

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
City Attorney

Consultant: \_\_\_\_\_

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

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

Print Title: \_\_\_\_\_

[Corporate Seal]

**NOTARY BLOCK**

**EXHIBIT "B"**

**CONSULTANT'S FEE SCHEDULE**

03/26/14



**City of Lake Worth**

**2014 Rate Schedule**

	Hourly Rates
Corporate Officer .....	\$ 150.00
Senior Project Manager .....	\$ 150.00
Senior Engineer .....	\$ 145.00
Project Manager .....	\$ 140.00
Project Engineer III .....	\$ 135.00
Project Engineer II .....	\$ 110.00
Project Engineer I .....	\$ 85.00
Designer/CADD Technician .....	\$ 95.00
Senior Field Representative .....	\$ 90.00
Senior Administrative Assistant .....	\$ 60.00

**STANDARD PROFESSIONAL CONSULTING SERVICES**

**AGREEMENT BETWEEN**

**THE CITY OF LAKE WORTH**

**AND**

**MOCK ROOS AND ASSOCIATES, INC.**

**Awarded per RFQ 12-13-302**





## CITY OF LAKE WORTH

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

**AGENDA DATE:** January 6, 2015, Regular Meeting

**DEPARTMENT:** Water Utilities

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Utility Easement dedicated by P.B.T., Inc. as a condition of site plan approval for Badcock Furniture Store at 1630 South Dixie Highway

#### **SUMMARY:**

The Utility Easement will be dedicated to the City as a condition of site plan approval so that a proposed watermain can be relocated to a 15-foot wide easement.

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

The owners of the Badcock furniture store, located at 1630 South Dixie Highway, recently submitted plans for a site plan modification, including parking lot and landscaping improvements. The City of Lake Worth currently owns and maintains a water main which runs through the property, and is not currently located within an easement or public right of way. The Lake Worth Utilities Department plans to relocate the watermain away from the proposed landscaping improvements prior to construction, and is requiring that a 15 foot wide utility easement be dedicated for the proposed watermain installation.

#### **MOTION:**

I move to approve/disapprove the Utility Easement by and between P.B.T., Inc, and the City of Lake Worth

#### Attachments

- 1) Fiscal Impact Analysis – not applicable
- 2) Utility Easement by and between P.B.T., Inc, and the City of Lake Worth

Return to:  
City of Lake Worth  
City Clerk  
7 North Dixie Hwy.  
Lake Worth, FL 34460

### UTILITY EASEMENT

THIS UTILITY EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between **P.B.T., Inc.**, a Florida corporation (“Grantor”) and **CITY OF LAKE WORTH**, a Florida municipal corporation (“City”).

### WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at 1630 S. Dixie Highway, Lake Worth, Florida and 310 17<sup>th</sup> Avenue South, Lake Worth, Florida, and as legally described in Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, the City desires an unrestricted and nonexclusive easement for public utility purposes over the City water line to be installed through the Property as described and mapped in Exhibit “B” attached hereto and incorporated herein (the “Easement Area”); and

WHEREAS, the proposed water line to be installed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of the City providing and maintaining utility services including the water line to be installed through the Property, also for the City to maintain utility pipes, mains, appurtenances and devices; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area.

TO HAVE AND TO HOLD the said Easement, unto the City, its licensees, agents, successors and assigns forever. It being expressly understood, however, that in the event the City, its licensees, successors and assigns, abandons or vacates the easement herein granted, that the same shall revert back to Grantor, its heirs, successors or assigns.

By accepting this Easement, the City agrees: (a) to perform all work undertaken by the City within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to restore any of the Property disturbed by work undertaken by the City for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (c) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor's tenants, invitees or guests; and (d) to be responsible for all costs associated with the City's construction, removal, demolition and/or maintenance pursuant to this Easement.

Signed, sealed and delivered  
In the presence of:

Signature of Witness

W. DALE KATLE

Printed Name of Witness

Jessica Myer

Signature of Witness

Jessica Myer

Printed Name of Witness

P.B.T., INC (Owner)

[Signature]

Print Name: JOHN BABER

Print Title: PRESIDENT

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF PAUM BUNUCH

The foregoing instrument was acknowledged before me this 10 day of DECEMBER, 2014, by JOHN BABER, as PRESIDENT for P.B.T., Inc. who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

W S Yanky  
Notary Public

The City of Lake Worth accepted the foregoing Easement on \_\_\_\_\_

City of Lake Worth

Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Pam Lopez, City Clerk

Glen J. Torcivia, City Attorney



**EXHIBIT "A"**  
Legal Description of Property

Legal Description for Badcock Furniture

**DESCRIPTION:**

PARCEL A: (1630 S. Dixie Hwy, Lake Worth, FL 33460)

Lots 2, 4, 6, 8 and 10, Revised Plat of Blackwell Park, according to the map or plat thereof, as recorded in Plat Book 10, Page 63, of the Public Records of Palm Beach County, Florida.

Containing 32,510 square feet (0.746 acres).

PARCEL B: (310 17th Ave. South, Lake Worth, FL 33460)

Lot 12, Revised Plat of Blackwell Park, according to the map or plat thereof, as recorded in Plat Book 10, Page 63, of the Public Records of Palm Beach County, Florida.

Containing 5,850 square feet (0.134 acres).

Total area of Parcel A and Parcel B combined = 38,360 square feet (0.880 acres).

**EXHIBIT "B"**

Legal Description and Survey of Easement Area

**EASEMENT:**

A portion of Lot 10, Revised Plat of Blackwell Park, according to the plat thereof, as recorded in Plat Book 10, Page 63, Public Records of Palm Beach County, Florida, said portion being more particularly described as follows:

Beginning at the Southeast corner of said Lot 10; thence N.90°00'00"W. (as a basis of bearing) along the South line of Lot 10, a distance of 21.21 feet; thence N.45°00'00"W., a distance of 34.64 feet; thence N.00°00'00"W., a distance of 43.53 feet; thence N.45°00'00"E., a distance of 43.42 feet; thence N.00°00'00"W., a distance of 18.28 feet to the North line of Lot 10; thence N.90°00'00"E. along the North line of Lot 10, a distance of 15.00 feet to the Northeast corner of Lot 10; thence S.00°00'00"E. along the East line of Lot 10, a distance of 24.49 feet; thence S.45°00'00"W., a distance of 43.42 feet; thence S.00°00'00"E., a distance of 31.10 feet; thence S.45°00'00"E., a distance of 43.42 feet to the point of beginning.

Containing 2,117 square feet.

**SKETCH OF DESCRIPTION**

This Sketch is invalid without embossed surveyor's seal and/or an authenticated electronic signature and authenticated electronic seal.

*Michael J. Miller*

Registered Land Surveyor, Florida Certificate No. MICHAEL J. MILLER #4034

**REVISIONS:**


SHEET 1 OF 2

SCALE:	1" = 20'
DRAWN BY:	PICARD
FIELD WK:	M.M. / B.M.
DATE:	11/04/2014

**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: NA
PREV. JOB NO'S.
JOB NO. Y140997
<b>S - 47,332</b>

"PALM BEACH FARMS CO. PLAT NO. 4"  
 "ADDITION NUMBER ONE TO THE TOWN OF LAKE WORTH"  
 (P.B. 5, PG'S. 6-9)

N90°00'00"E  
 15.00'  
 10' ALLEY R/W  
 (P.B. 5, PG. 6)

**SITE SPECIFIC LEGEND:**

- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT-OF-WAY
- (B.R.) = BEARING REFERENCE
- P.B. = PLAT BOOK
- PG. = PAGE

EAST RW LINE "DIXIE HIGHWAY"  
 DIXIE HIGHWAY  
 (60' R/W)

LOT 8

N00°00'00"W 117.00'

N00°00'00"W 43.53'

PROPOSED  
 EASEMENT

N00°00'00"W 18.28'

N45°00'00"E 43.42'

S45°00'00"W 43.42'

S00°00'00"E 31.10'

S00°00'00"E 43.42'

S00°00'00"E 117.00'

S00°00'00"E 24.49'

LOT 10

LOT 12



197.21' 226.00' 28.79' 21.21' N90°00'00"W  
 20.00' 20.00' P.O.C. SOUTHEAST CORNER LOT 10

17TH AVENUE SOUTH  
 ("PALMETTO AVE." - PLAT)  
 (40' R/W)

**SKETCH OF DESCRIPTION**

This Sketch is invalid without embossed surveyor's seal and/or an authenticated electronic signature and authenticated electronic seal.

*Michael J. Miller*

Registered Land Surveyor, Florida Certificate No. MICHAEL J. MILLER #4034

**REVISIONS:**


SHEET 2 OF 2

SCALE:	1" = 20'
DRAWN BY:	PICARD
FIELD WK:	M.M. / B.M.
DATE:	11/04/2014

**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:	NA
PREV. JOB NO'S.	
JOB NO.	Y140997
<b>S - 47,332</b>	



## CITY OF LAKE WORTH

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

**AGENDA DATE:** January 6, 2015, Regular Meeting

**DEPARTMENT:** City Clerk's Office

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Ratify board members to various City advisory boards

#### **SUMMARY:**

This item is to ratify Commissioner John Szerdi's appointments of Christine Sylvain to the Tree Board to fill an unexpired term ending on July 31, 2016 and Karla Engle to the Recreation Advisory Board to fill an unexpired term ending on July 31, 2015.

#### **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 John Szerdi's appointments of Christine Sylvain to the City Tree Board for a term ending in July 31, 2016 and Karla Engle to the Recreation Board for a term ending in July 31, 2015.

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

Fiscal Impact Analysis – not applicable  
Board Membership Applications



APPLICANT'S NAME: Christine Sylvain  
(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) Ms. Christine Sylvain  
(print)

Residence: 242 Cornell Dr

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Utilities bill

Mailing Address: (if different from residence)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Business Phone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (772) 579-6036 Email Address: crstnesyl@gmail.com

Are you a citizen of the United States? Y

Are you a registered Palm Beach County voter? Y

Are you a registered Lake Worth voter? Y

How long have you been a resident of Lake Worth? 1.5years

List all properties owned and/or business interests in Lake Worth? \_\_\_\_\_  
above residence

What is your occupation? Teacher

Employer? Currently a stay at home mom

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** William T. Dwyer Date of Graduation: 2002  
High School: \_\_\_\_\_  
College: FAU Honors College/NYU Degree: BA/MA Date of Graduation: 2006/2010  
Resume attached? yes \_\_\_\_\_ no X

3. **WORK EXPERIENCE**

I have worked as a journalism teacher and in  
documentary production.

---

---

---

4. **INTEREST/ACTIVITIES**

Gardening, yoga, soccer and music

---

---

---

5. **COMMUNITY INVOLVEMENT**

Most of my activities center around my children.

Northgrade PTO

West Palm Beach Athletics Soccer coach

---

---

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

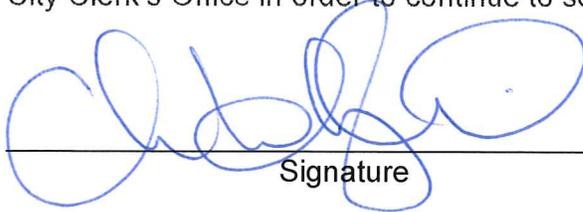
I really like gardening and hope to learn more  
about native trees in Florida as well as share  
what I have learned in my own garden.

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 CLS

10/15/14

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](http://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](mailto:sdonaldson@lakeworth.org) or by calling 561-586-1730.

EMAIL APPLICATION TO: [sdonaldson@lakeworth.org](mailto: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.



Customer Name  
**CHRISTINE L SYLVAIN**

Statement Date  
**October 29, 2014**

Account Number  
[REDACTED]  
Service Address  
**242 CORNELL DR**

Last Bill Amount	Payments	Adjustments	Previous Balance	New Charges	Total Amount Due	New Charges Due By
\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	<b>11/25/2014</b>

**Message Center**

**Payment Options**

- Online : [www.lakeworth.org](http://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](http://www.lakeworth.org/utilities/customer-service-for-the-Direct-Debit-Authorization-form).

Lake Worth's water chlorination method will be temporarily changed from October 31, 2014 through November 16, 2014. A FREE CHLORINE water treatment method will be used to provide a stronger disinfection process. As part of this preventative maintenance, the City will be flushing fire hydrants.

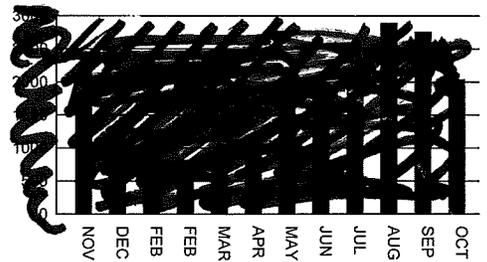
**Summary of New Charges**

Electric	[REDACTED]
Water	[REDACTED]
Sewer	[REDACTED]
Miscellaneous	[REDACTED]
<b>Total New Charges</b>	[REDACTED]
Previous Balance Forward	[REDACTED]
<b>Total Amount Due</b>	[REDACTED]

**Electric Service**

Electric [REDACTED]  
 Fuel Charge [REDACTED]  
 Public Service Tax [REDACTED]  
 Gross Receipts Tax [REDACTED]  
**Electric Total** [REDACTED]  
**Meter #** [REDACTED]  
 Service Period: 09/19/2014 to 10/20/2014  
 Service Days: [REDACTED]  
 Current Read: [REDACTED]  
 Previous Read: [REDACTED]  
**KWH USED:** [REDACTED]

**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 33460-3807

Service Address  
**242 CORNELL DR**

Account Number  
[REDACTED]

Due Date  
**11/25/2014**

Total Amount Due  
\$ [REDACTED]

Optional Donation

Care to Share  
Tax Deductible

\$ [REDACTED]

Total Amount  
Enclosed

\$ [REDACTED]

Make check payable to **City of Lake Worth**



#BWNCTHZ  
#0000944050305621#



\*\*\*\*\*AUTO\*\*5-DIGIT 33460 C 4 P 4  
**CHRISTINE L SYLVAIN**  
[REDACTED]  
242 CORNELL DR  
LAKE WORTH FL 33460-6206

000255

Expires 10/16/15



APPLICANT'S NAME: KARLA ENGEL  
(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 \*
- 2  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) KARLA ENGEL

Residence: 235 FORDHAM DR. (print)

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: FLA D.L.

Mailing Address: (if different from residence)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Business Phone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (414) 403-2541 Email Address: KMDO108@YAHOO.COM

Are you a citizen of the United States? ✓

Are you a registered Palm Beach County voter? ✓

Are you a registered Lake Worth voter? ✓

How long have you been a resident of Lake Worth? 1.25 yr

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

What is your occupation? UNIT SECY - HOSPITAL

Employer? GOOD SAMARITAN HOSP.

Business Address: (CRA board only) \_\_\_\_\_

Are you currently serving on any City advisory Board? Ø

If so, which board? \_\_\_\_\_

Have you ever served on a City of Lake Worth board? Ø

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? \_\_\_\_\_

If yes, please name the board, position, etc. BRYANT PARK N.A.

**2. EDUCATION**

High School: EAST MEADOW H.S. Date of Graduation: 1987

College: NOVASE + MATC Degree: — Date of Graduation: —

Resume attached? yes        no X

**3. WORK EXPERIENCE**

EXTENSIVE EXECUTIVE SECRETARY EXPERIENCE  
COMPUTER TRAINING  
+ NURSING ASSISTANT + UNIT SECY

**4. INTEREST/ACTIVITIES**

I AM A MOM AND A WIFE. IT SEEMS  
ALL OF MY INTERESTS AND ACTIVITIES  
SUPPORT THOSE ROLES

**5. COMMUNITY INVOLVEMENT**

BRYANT PARK N.A. - SECY

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

LIBRARY - I SUPPORT ANY BOARD OR ORGANIZATION THAT PROMOTES LITERACY. SOME OF MY MOST CHERISHED CHILDHOOD MEMORIES INVOLVED MY LOCAL LIBRARY. I WANT THE SAME FOR MY DAUGHTER.

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

RECREATION - I WANT TO HELP, CREATE, PROMOTE, ETC. FAMILY FUN RECREATION ACTIVITIES IN OUR TOWN. THE EASTER EGG HUNT WAS AMAZING AND I WANT TO BE PART OF THAT EXCITEMENT.

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

---

---

---

---

---

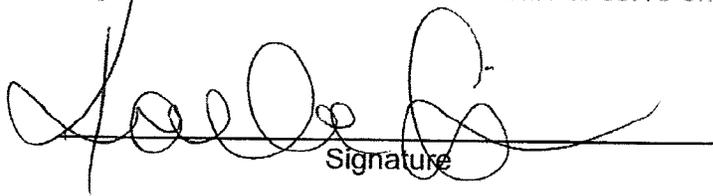
---

---

---

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

KME

10/16/14  
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](http://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](mailto:sdonaldson@lakeworth.org) or by calling 561-586-1730.

EMAIL APPLICATION TO: [sdonaldson@lakeworth.org](mailto: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

KARLA MARIE  
ENGEL

235 FORDHAM DR  
LAKE WORTH, FL 33460-0000

DOB: [REDACTED]

ISSUED: 02-24-2014

EXPIRES: 01-08-2022

*Karla Engel*  
[REDACTED]



Signature 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:** January 6, 2015, Regular Meeting

**DEPARTMENT:** City Attorney

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

General Release Agreement with Leona Fundler

#### **SUMMARY:**

The General Release Agreement is to settle all claims and the lawsuit of : **LEONA FUNDLER v. CITY OF LAKE WORTH (15<sup>th</sup> Judicial Circuit in and for Palm Beach County Case No. 502014009118XXXXMB)**.

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

On or about July 24, 2014, Leona Fundler filed a lawsuit against the City of Lake Worth. Ms. Fundler alleged in the lawsuit that on or about August 1, 2010 she was a passenger in a vehicle at or near the Lake Worth municipal beach when a metal gate owned by the City of Lake Worth malfunctioned and struck the car she was in and her and caused her personal injury. Ms. Fundler's claim was initially reviewed by the City's insurance carrier and Ms. Fundler's attorney represented that she would be seeking over \$50,000 as settlement. Upon receipt and review of her medical bills (which were approximately \$27,152), the insurance carrier recommended settling for no more than \$25,000. At this time, Ms. Fundler's attorney has agreed to \$25,000 as the total settlement amount.

City staff with knowledge of this matter and the allegations made in the lawsuit are in agreement with the proposed settlement of \$25,000.

The attached General Release Agreement provides for the City paying \$25,000 and Ms. Fundler releasing the City from any and all liability related to the alleged personal injury.

#### **MOTION:**

I move to approve/not approve the General Release Agreement with Leona Fundler.

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

Fiscal Impact Analysis  
General Release 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	25,000	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	25,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

<b>City Attorney</b>	<b>General Release Agreement</b>					
<b>Account Number (s)</b>	<b>Account Description</b>	<b>FY 2015 Budget</b>	<b>Available Balance</b>	<b>Budget Transfer</b>	<b>Agenda Expenses</b>	<b>Remaining Balance</b>
<b>520-1331-513-31-10</b>	Prof & Legal Services	191,000	81,000	-	(25,000)	56,000

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

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

**GENERAL RELEASE AGREEMENT**  
**(LEONA FUNDLER)**

THIS GENERAL RELEASE AGREEMENT is entered into by the Plaintiff, LEONA FUNDLER, an individual, and the Defendant, CITY OF LAKE WORTH, a Florida municipal corporation, in order to resolve all claims and disputes and the lawsuit of: **LEONA FUNDLER v. CITY OF LAKE WORTH (15<sup>th</sup> Judicial Circuit in and for Palm Beach County Case No. 502014009118XXXMB).**

In consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

The undersigned, LEONA FUNDLER (the "Plaintiff"), being of lawful age, for consideration of **\$25,000 (TWENTY-FIVE THOUSAND DOLLARS)** to be paid by the CITY OF LAKE WORTH to \_\_\_\_\_ on behalf of and for the benefit of the Plaintiff **by February 1, 2015**, does for herself and her heirs, executors, administrators and assigns, hereby releases and forever discharges THE CITY OF LAKE WORTH, its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns and all other persons, firms, governmental entities, and corporations of an from any claim, suits, demand, or cause of action arising from or by reason of any known and unknown, foreseen and unforeseen injuries, lost wages, medical expenses, mental anguish, pain and suffering, and any other matter or thing which has happened, developed or occurred before the signing of this General Release Agreement, and particularly, but not in limitation of any of the foregoing general terms, because of an incident on or about AUGUST 1, 2010, in which the Plaintiff was injured by a metal gate arm owned by the City of Lake Worth as alleged in the lawsuit of **LEONA FUNDLER v. CITY OF LAKE WORTH (15<sup>th</sup> Judicial Circuit in and for Palm Beach County Case No. 502014009118XXXMB).**

The Plaintiff further declares and represents that the injuries sustained by her may be permanent and progressive, and that recovery therefrom is uncertain and indefinite, and that all of the injuries, damages and losses may not now be fully known to her, and may be more numerous or more serious than she now expects, and in making this General Release Agreement, it is understood and agreed that the Plaintiff relies wholly upon her own judgment of the future development, progress, and result of the said injuries, known or unknown, and that she has not been influenced to any extent whatsoever in making this Release by any representations or statements regarding the said injuries, damages or the legal liability therefore, or regarding any other matters made by the party or parties, or by any physician or surgeon employed by such party or parties, and that she accepts the above mentioned sum in full settlement and satisfaction of all claims or demands whatsoever for injuries known and unknown.

It is further understood and agreed by the Plaintiff and the City of Lake Worth that this General Release Agreement is a compromise of a doubtful and disputed claim and the payments are not to be construed as an admission of liability on the part of those released herein, by whom liability is expressly denied.

The Plaintiff further agrees and certifies that (a) neither Medicare nor Medicaid have made any payments for treatment including medical treatment for any injuries in anyway related to the incident referred to in this General Release Agreement; (b) Plaintiff is not currently eligible for Medicare benefits; (c) that there is no reasonable expectation that Plaintiff would qualify for or become eligible for Medicare in the next 30 months; (d) Medicare and/or Medicaid shall not be requested to pay for any treatment, including medical treatment, related to the incident referred to in this General Release Agreement and further; and, (e) should it be later determined that Medicare and/or Medicaid has/have made payments for treatment including medical treatment related to the incident referred to in this General Release Agreement, that the Plaintiff shall pay Medicare and/or Medicaid for such payments out of the payment received pursuant to this General Release Agreement.

The Plaintiff as well as the City of Lake Worth further warrant and represent that we have considered Medicare's interests in this particular General Release Agreement and it has been determined that Center for Medicare and Medicaid Services ("CMS") approval of an allocation for future Medicare covered costs and expenses are not required.

Moreover, as evidence of the Plaintiff's and the City of Lake Worth's intent not to shift the burden of payment for future medical expenses to the Federal Government, the amount of \$0 is being allocated from the total payment as the reasonably expected value necessary to pay for the Plaintiff's future medical expenses related to the injuries subject to this General Release Agreement. Should Medicare later determine that additional sums should have been allocated to pay for future medical expenses which Medicare would otherwise cover, or that conditional payments were made by Medicare as a result of the injuries covered by this General Release Agreement, the Plaintiff agrees to pay such sums and agrees to be solely responsible for the payment of such sums in the future.

The Plaintiff further agrees to defend, indemnify, save and hold harmless the City of Lake Worth, its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns from all demands, liability, damages, costs and expenses of every kind and nature including but not limited to all liens for medical expenses and medical bills, should Medicare, Medicaid, Social Security or any other State, Federal or Local Agency or Department seek past or future payment from the City of Lake Worth its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns arising out of or related to any injuries and/or damages allegedly sustained by Plaintiff. Plaintiff's agreement to defend, indemnify, save and hold harmless the persons and entities in this paragraph shall apply to any demand or cause of action, including but not limited to any demand or action by CMS, or its agent Medicare Secondary Payor Recovery Contractor ("MSPRC"), to recover or recoup Medicare benefits or loss of Medicare benefits, if CMS or MSPRC determines that the money set-aside has been spent inappropriately or for any recovery sought by Medicare, including past, present and future conditional payments. Plaintiff further agrees that his/her defense and indemnity obligations pursuant to this paragraph shall also include the payment of any fines or penalties imposed by CMS against the City of Lake Worth its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns that are connected to or result from the actions, agreements, warranties and/or representations of Plaintiff with respect to this General Release Agreement.

Furthermore, the Plaintiff hereby agrees to defend, hold harmless and indemnify The City of Lake Worth, its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns from any and all hospital liens, physicians' liens, attorney's fees or liens, Workers' Compensation liens, Medicaid liens, Medicare liens, and any health care insurance company subrogated interests or liens for payment of medical expenses incurred prior to the date of this General Release Agreement.

The Plaintiff is aware that she could become eligible for Medicare benefits well into the future and that it is possible that Medicare could in the future require she expend up to the amount of the recovery she received from this General Release Agreement for Medicare covered expenses related to her injuries in the future before Medicare agrees to provide coverage for her injuries related to this loss.

Therefore, the Plaintiff understands that it is in her best interest to maintain receipts and other documentation related to her treatment in the event CMS requests same at a later date. The Plaintiff voluntarily accepts this risk and waives any claims against the City of Lake Worth, its Commission, officials, agents, servants, employees, former employees, subsidiaries and their heirs, successors and assigns.

Within ten (10) business days of the City of Lake Worth's payment of **\$25,000 (TWENTY-FIVE THOUSAND DOLLARS)** to \_\_\_\_\_ on behalf of and for the benefit of the Plaintiff, the Plaintiff shall file a notice of dismissal of the above referenced lawsuit with prejudice.

Enforcement of this General Release Agreement shall be in Palm Beach County, Florida. Regardless of which party was more responsible for its drafting, this General Release Agreement shall not be construed against either the Plaintiff or the City of Lake Worth.

This General Release Agreement contains the entire agreement between the parties hereto and the terms of the same are contractual and not a mere recital.

This General Release Agreement shall not become effective until approved by the City Commission for the City of Lake Worth.

The Plaintiff has reviewed the contents of this General Release Agreement with her attorney and understands the contents thereof and that it is a full and final release of my claims against those released herein. The Plaintiff further states that she has carefully read the foregoing General Release Agreement and know the contents thereof and have signed the same as her own free will and acts.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the Plaintiff and City of Lake Worth have hereunto set their hand and seal for this GENERAL RELEASE AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2015.

**LEONA FUNDLER**

By: \_\_\_\_\_  
**LEONA FUNDLER**

BEFORE ME, the undersigned authority, personally appeared LEONA FUNDLER, who is personally known to me, or who produced identification of \_\_\_\_\_, whom after being first duly sworn, deposes and states that she executed the foregoing General Release Agreement that it is true and correct. Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Notary Seal)

**CITY OF LAKE WORTH**

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

ATTEST:

Approved for legal sufficiency:

\_\_\_\_\_  
Pam Lopez, City Clerk

\_\_\_\_\_  
Glen J. Torcivia, City Attorney



## CITY OF LAKE WORTH

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

**AGENDA DATE:** January 6, 2015, Regular Meeting

**DEPARTMENT:** Community Sustainability

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Ordinance No. 2015-01 - Second Reading and Public Hearing - designate a Residential Planned Development (RPD) located at 2430 Lake Worth Road

#### **SUMMARY:**

This Ordinance is for approval of Village at Lake Osborne, a Residential Planned Development (RPD), on a site 4.71 acres site consisting of 118-unit apartment complex.

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

The applicant, Affordable Housing Solutions Inc, is proposing to develop a 118 unit apartment complex located at 2430 Lake Worth Road. The site is 4.71 acres in area, currently vacant, and is less than the minimum site area of five (5) acres stipulated for an RPD. The project will provide market rate apartment housing.

The zoning code contains provisions for Planned Development Districts, which include Residential Planned Developments (RPD). The RPD designation allows site specific development regulations to be adopted, which in essence serves as a site specific zoning code.

The site plan was reviewed by the Site Plan Review Committee (SPRC) at their regular meeting on December 9, 2013. The SPRC recommended approval of the project subject to a number of conditions of approval.

At their November 5, 2013 regular meeting, the Planning & Zoning Board unanimously approved the Site Plan subject to the recommended conditions of approval. The Board also voted 5-0 to forward a recommendation to the City Commission to APPROVE the RPD, including a relaxation of the required five (5) acre minimum parcel size.

At its meeting of December 2, 2014, the City Commission voted 5-0 to approve the RPD and scheduled the second reading and public hearing for January 6, 2015.

#### **MOTION:**

I move to approve/not approve Ordinance No. 2015-01 on second reading.

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

Fiscal Impact Analysis – not applicable

Ordinance

Application Materials

November 5, 2014 PZB Staff Report

November 5, 2014 PZB draft Meeting Minutes

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49

ORDINANCE NO. 2015-01 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING A RESIDENTIAL PLANNED DEVELOPMENT KNOWN AS THE VILLAGE AT LAKE OSBORNE; PROVIDING FOR DEVELOPMENT STANDARDS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of Lake Worth, Florida, pursuant to the authority in Chapter 163 and Chapter 166, Florida Statutes, and the City's Land Development Regulations, is authorized and empowered to consider petitions relating to zoning and land development orders; and

WHEREAS, the owner of the property described in Exhibit A (the property) has petitioned the City for a Residential Planned Development to be known as the Village at Lake Osborne; and

WHEREAS, on November 5, 2014, the Lake Worth Planning and Zoning Board (P&Z Board) considered the petition and recommended that the City Commission approve the Residential Planned Development including the development standards and conditions attached as Exhibit B; and

WHEREAS, the P&Z Board also approved the site plan for a 118-unit apartment complex on the property; and

WHEREAS, the P&Z Board approvals are contingent upon the City Commission's approval of the Residential Planned Development; and

WHEREAS, the City Commission has considered all of the testimony and evidence presented and has determined that the proposed Residential Planned Development including the development standards and conditions satisfy the requirements of the Land Development Regulations.

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

Section 1. Recitals. The foregoing recitals are hereby affirmed and ratified as true and correct and Exhibit A and Exhibit B are incorporated herein.

Section 2. The Residential Planned Development known as The Village at Lake Osborne located at 2430 Lake Worth Rd, and consisting of approximately 4.71 acres, within the Mixed Use – West (MU-W) Zoning District, as described in Exhibit A is hereby approved. This approval includes and is contingent upon compliance with the development standards and conditions in Exhibit B.

Section 3. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Severability. If any provision of this Ordinance or the application thereof is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Ordinance which can be given effect without the

50 invalid provision or application, and to this end the provisions of this Ordinance  
51 are declared severable.

52  
53 Section 5. Effective Date. This ordinance shall become effective ten (10) days  
54 after passage.  
55

56 The passage of this Ordinance on first reading was moved by  
57 Commissioner Szerdi, seconded by Commissioner Amoroso, and upon being  
58 put to a vote, the vote was as follows:  
59

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

65  
66 The Mayor thereupon declared this Ordinance duly passed on first  
67 reading on the 2<sup>nd</sup> day of December, 2014  
68

69 The passage of this Ordinance on second reading was moved by  
70 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to  
71 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 The Mayor thereupon declared this Ordinance duly passed and enacted  
80 on the 6<sup>th</sup> day of January, 2015.  
81

82 LAKE WORTH CITY COMMISSION

83  
84  
85 By: \_\_\_\_\_  
86 Pam Triolo, Mayor

87  
88  
89 ATTEST:

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



Exhibit B

DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION  
CONDITIONS OF APPROVAL AND DEVELOPMENT INFORMATION FOR  
PZB CASE No. 13-01000002

Date of Preparation: October 22, 2014  
P&ZB Meeting Date: November 5, 2014  
Applicant: Village II, at Lake Osborne  
Location: 2430 Lake Worth Road

---

**ATTACHMENT I**  
**Conditions of Approval**

**Standard Conditions of Approval:**

1. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable Codes including but not limited to the Florida Building Code.
2. Unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with Code, this application shall expire one (1) year from Planning & Zoning Board Approval.
3. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.
4. This approval is for a Residential Planned Development (RPD) pursuant to Section 23.3-25 for to allow or the construction a 118 unit multi-family rental complex within the Mixed Use – West (MU-W) zoning district at 2430 Lake Worth Road. This use must operate in compliance with all state and local laws that govern this use.
5. In the event of a legal challenge to this approval, the applicant shall be responsible for all costs to defend the action of the city in approving any and all permits related to this application. Should the applicant fail to enter into an agreement fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.

**Additional Conditions of Approval:**

1. Prior to the issuance of a building permit, the applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary.
2. Prior to the issuance of a certificate of occupancy, an easement of 10 feet by 30 feet shall be dedicated to Palm Beach County Plan Tran for the installation of a bus stop along the front property line as shown on the site plan of subject to Palm Beach County Palm Tran specifications.
3. Prior to issuance of a certificate of occupancy, the applicant shall install a new six-foot wide sidewalk along Lake Worth Road and along 2<sup>nd</sup> Avenue North in compliance with the Public Services Department's specifications.
4. Prior to the issuance of a building permit, the applicant shall provide funding for underground utilities (if needed), on their section of 2<sup>nd</sup> Avenue North and along their section of Lake Worth Road.
5. All paving material must meet ADA accessibility guidelines.

6. The maximum height of all proposed lighting fixtures shall be as follows: 15 feet maximum in pedestrian areas; 25 feet in parking or vehicular use areas and 15 feet maximum when abutting a residential property.
7. Prior to the issuance of a building permit, an updated traffic performance standards letter from Palm Beach County shall be required.
8. Prior to issuance of a building permit, the ten foot easement shall be provided and shall be recorded in the public records on the west side of the property; starting at the southwest corner of the property on Lake Worth Road and ending at the Northwest Corner of 2<sup>nd</sup> Avenue North.
9. Prior to the issuance of a building permit, revise the Paving and Drainage plan sheets to change the 24 inch storm drain piping under 2<sup>nd</sup> Avenue North right of way to be Reinforced Concrete Piping (RCP), not High Density Polyethelene (HDPE) piping. The City does not allow plastic piping in the right of way and therefore requires concrete piping as part of this condition of approval prior to permit issuance.
10. Prior to the issuance of a Certificate of Occupancy, the existing 24 inch drainage piping under the sidewalk on the north side of 2<sup>nd</sup> Avenue North is to be cleaned thoroughly the entire limit of the property.
11. Prior to the issuance of a Certificate of Occupancy, the installation of a new 5' wide sidewalk with Type F curb and gutter shall be installed along the south side of 2<sup>nd</sup> Avenue North (north side of project).
12. Prior to the issuance of a building permit, provide a signage and striping plan that illustrates the revised striping pattern necessary for vehicles entering and exiting the property on 2<sup>nd</sup> Ave North. The current striping configuration on 2<sup>nd</sup> Ave North is not feasible for the planned improvements and would not be in conformance with FDOT standards.
13. Prior to the issuance of a building permit, Sheet C-WS shall be amended to show the asphalt patch for the watermain tie-in (connection) to be the full width of 2<sup>nd</sup> Avenue North.
14. Prior to the issuance of a building permit and at the time of engineering submittal, submit the plans for the force main to be upsized on 2<sup>nd</sup> Avenue North. Also, sanitary manholes to be relocated outside of parking spaces.
15. Reserved Capacity fees are due at time of building permit issuance: Water = \$90,524, Sewer = \$70,225.
16. Prior to approval of the issuance of a building permit, the Applicant shall submit consistent revised plans incorporating the additional parallel parking spaces along 2nd Ave North.

Approved by:

---

Maxime Ducoste  
Planning and Preservation Manager



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

**UNIVERSAL DEVELOPMENT APPLICATION**

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

Application Type (select all that apply):

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

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

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/](http://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](http://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)



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

**SUSTAINABLE BONUS INCENTIVE PROGRAM APPLICATION**

**Three (3) hard copies and one (1) electronic copy** of the following materials are required in order for a **Sustainable Bonus Incentive Program Application** to be deemed complete and sufficient to present to the decision making board.

All development proposals seeking increased height above two (2) stories, or additional FAR, as each may be allowed in a zoning district, shall submit this Sustainable Bonus Incentive Program Application. The application shall accompany the standard City of Lake Worth Universal Development Application for the development proposal.

The Sustainable Bonus Incentive calculations are based on the gross square footage of the bonus height or intensity requested. The additional gross square footage amount is multiplied by \$5/square foot ("Value Multiplier") in order to determine the value of the additional improvements to be provided for the project.

A. Please indicate whether the development proposal includes bonus height or bonus intensity:

- Bonus Height  
 No. of Additional Stories: \_\_\_\_\_ ("Bonus Height")  
 Additional Gross Floor Area: \_\_\_\_\_ ("Bonus Area")
- Bonus Intensity  
 Additional Floor Area Ratio: \_\_\_\_\_ ("Bonus Intensity")  
 Additional Gross Floor Area: \_\_\_\_\_ ("Bonus Area")

B. Multiply the Bonus Area by the Value Multiplier to determine the value of required improvements.

\_\_\_\_\_ SF x \$5/SF of Bonus Area = \$ \_\_\_\_\_  
 (Bonus Area) (Value of Required Improvements)

TOTAL VALUE OF REQUIRED IMPROVEMENTS: \$ \_\_\_\_\_

C. Indicate the type and value of the community benefit proposed to qualify for the Bonus Area:

- On-Site Features and Improvements; Value: \$ \_\_\_\_\_ \*
- Off-Site Improvements; Value: \$ \_\_\_\_\_ \*
- Fee-In Lieu; Amount: \$ \_\_\_\_\_

**\* PROVIDE A SEPARATE SHEET WITH A DETAILED DESCRIPTION OF THE PROPOSED IMPROVEMENT AND THE VALUATION OF THE SAME.**

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			

## The Community Benefits that “The Village at Lake Osborne” is providing

Based on the draft of the “City of Lake Worth Bonus Incentive Program” introduced by the staff at the Planning and Zoning Board and Historic Resource Preservation Board on February 20, 2013, there are two methods by which an applicant could satisfy the community requirements. AHS Development Group, LLC, the applicant for the “The Village at Lake Osborne”, wishes to utilize the method which has a provision of additional amenities, not required by the municipal code, that are considered part of sustainable development within the project. The table below outlines the amenities within our project that we consider to fall under such category

<b>Community Benefit Provided</b>	<b>\$ Value</b>	<b><u>Notes</u></b>
Barbeque areas with canopy	\$40,000.00	
Landscaping exceeding current proposed code standards	\$20,000.00	
School bus stop on 2 <sup>nd</sup> Avenue	\$25,000.00	
Bus Shelter on Lake Worth Road	\$25,000.00	
8 foot high concrete walls along the east and the West boundaries of the property (1,250 Feet)	\$106,250.00	1,520 feet x \$85,00/feet
<b>TOTAL PLANNED COMMUNITY BENEFITS</b>	<b>\$216,250.00</b>	

- **Florida Green Building Certification:**

Even though this project will comply with several of the Florida Green Building Code requirements and will most likely be eligible to receive a Florida Green Building Certification which, under the draft program, accounts for satisfaction of 50% of the Community Benefit Requirement (\$82,047.50), AHS has opted not to include these credits in the calculations above.

The table below demonstrates the required Community Benefits based on \$5.00 per square feet of additional floor area above the second story.

<b>Community Benefits Required</b>	<b>3<sup>rd</sup> Floor Area</b>	<b>\$ Value</b>	<b><u>Notes</u></b>
Building A	11,126.00 SF	\$55,630.00	Value of increase calculated based on \$5.00 per square feet of area of 3 <sup>rd</sup> floor.
Building B	12,907.00 SF	\$64,535.00	
Building C	9,726.00 SF	\$48,630.00	
<b>Total Area of 3<sup>rd</sup> floor</b>	<b>33,759.00 SF</b>	<b>\$168,795.00</b>	33,759.00 x \$5.00/ SF

SIMMONS & WHITE  
5601 Corporate Way, Suite 200 West Palm Beach, Florida 33407  
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com  
Certificate of Authorization Number 3452



# REDUCED PARKING STATEMENT

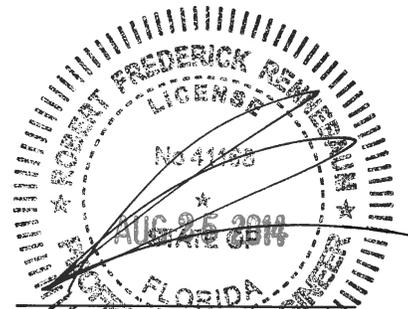
## THE VILLAGE II AT LAKE OSBORNE CITY OF LAKE WORTH, FLORIDA

### Prepared for:

AHS Development Group, LLC  
12895 SW 132<sup>nd</sup> Street  
Suite 202  
Miami, Florida 33186

Job No. 13-109A

Date: 08/22/2014



Robert F. Remebaum, P.E.  
FL Registration No. 41168

---

# TABLE OF CONTENTS

**1.0 SITE DATA ..... 2**

**2.0 CODE REQUIRED PARKING..... 2**

**3.0 PARKING REDUCTION ..... 2**

**4.0 CONCLUSION ..... 3**

## 1.0 SITE DATA

The subject parcel is generally located between 2<sup>nd</sup> Avenue North and Lake Worth Road approximately ½ mile east of Congress Avenue in the City of Lake Worth, Florida and contains approximately 4.8 acres. The Property Control Numbers for the subject parcel are as follows:

38-43-44-20-01-111-0020	38-43-44-20-01-111-0030
38-43-44-20-01-111-0010	38-43-44-20-01-110-0010
38-43-44-20-01-110-0040	

Proposed site development on the currently unimproved parcel consists of 118 multi-family apartment units with a project build-out of 2017. For additional information concerning site location and layout, please refer to the Site Plan prepared by Southeast Architect Services, Inc.

## 2.0 CODE REQUIRED PARKING

For residential developments consisting of more than 60 dwelling units, the City of Lake Worth Code requires 2 parking spaces per dwelling unit, plus eight guest parking spaces and one additional guest parking spaces for every 8 dwelling units over 60 dwelling units. Based on a plan of development consisting of 118 multi-family apartment units, the total Code required parking for the proposed development is 250 spaces calculated as follows:

118 D.U.'s x 2 Spaces per D.U.	=	236 Spaces
8 Guest Spaces	=	7 Spaces
8 Guest Spaces over 60 D.U.'s	=	<u>7 Spaces</u>
TOTAL	=	250 Spaces

## 3.0 PARKING REDUCTION

The above calculations are shown for informational purposes only. Given the nature of the proposed development and the location, actual parking demands are anticipated to be significantly less. The projected demographics for the residents targeted for the development have annual incomes ranging from \$36,00.00 to \$48,000.00. Thus, it is anticipated that the majority of the residents will have only one vehicle. Also, the project is located along a mass transit corridor with highly accessible bus routes and a Tri-Rail Station close by. It is anticipated that a substantial amount of the residents will utilize the mass transit system. Consequently, the demand for vehicle parking will not occur. There is also anticipated to be a substantial amount of pedestrian activity in lieu of vehicular use.

### 3.0 PARKING REDUCTION (CONTINUED)

The developer of the proposed project has completed similar successful developments and has found that parking provided as follows has been adequate to meet the parking demands of the development:

- 1 Bedroom Dwelling Unit – 1 Space per Unit
- 2 Bedroom Dwelling Unit – 1.5 Spaces per Unit

Based on the unit breakdown proposed consisting of 40 (1) bedroom dwelling units and 78 (2) bedroom dwelling units, the parking demand for the proposed development is 157 spaces. As shown on the proposed Site Plan, a total of 170 parking spaces are provided, 6 of which are handicapped spaces.

In addition to the above, the ITE Parking Generation Manual (3<sup>rd</sup> Edition) states that the average peak parking demand for multi-family apartment units (Land Use #221) is approximately 1.2 spaces per dwelling unit. Applying the methodology from ITE, a total of 149 parking spaces would be adequate for the development.

### 4.0 CONCLUSION

As previously stated, there are a total of 170 parking spaces provided on-site. Based on the nature of the proposed development with regard to demographics, the location of the development and the accessible mass transit in the vicinity, the proposed parking as shown is anticipated to be adequate to meet the demands of the development.



**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: November 5, 2014

TO: Members of the Planning & Zoning Board

FROM: Curt Thompson, Community Planner  
Maxime Ducoste, Planning and Preservation Manager

SUBJECT: **PZB Project Number 13-01000002 which includes the following:**

- A recommendation to the City Commission for a Residential Planned Development (RPD) (Village II, at Lake Osborne) to establish uses and development standards for the Village II at Lake Osborne RPD and to incorporate the master development plan;
- Consideration of a request to incorporate additional height and a third story pursuant to the Community Benefits provision outlined in the City's adopted Comprehensive Plan;
- Consideration of a request for Major Site Plan Approval for a 118 unit apartment complex on a +/- 4.71 acre site located at 2430 Lake Worth Road in the MU-West Zoning District, with a Future Land Use Map designation of Mixed Use West (MU-W);

P&ZB Meeting Date: November 5, 2014

---

**SYNOPSIS:**

<b>Applicant</b>	Affordable Housing Solutions, LLC
<b>General location</b>	2430 Lake Worth Road
<b>Property size</b>	Total: 205,339 sq. ft./4.71 acres
<b>Minimum lot width</b>	100 feet required; 331.85 feet
<b>Zoning</b>	MU-W
<b>Existing land use</b>	Vacant
<b>Future land use designation</b>	Mixed Use - West

<b>Applicable Municipal Code Sections</b>	23.3-18 and 23.3-25		
	<b>Required</b>		<b>Proposed</b>
<b>Building height</b>	Comprehensive Plan: 30' (2 stories) by right; 65' (6 stories maximum) w/ Community Benefit	RPD Ordinance: 65' (6- stories)	43'-9" feet (3 stories) * *measurement is at the average height from crown of adjacent road or base flood elevation.
<b>Lot size</b>	217,800 square feet (5 Acres)		205,339 square feet (4.71 acres)
<b>Lot coverage</b>	55% of lot area		52% proposed
<b>Total building area</b>	35%		18%
<b>Landscape area</b>	45%		48% (98,562.72 sq. ft.)
<b>Parking</b>	217 spaces		170 spaces
<b>Setbacks</b>			
Front (Lake Worth Road)	20 feet		29 feet, 10 inches
Side Street (East Property Line)	20 feet		23 feet, 10 inches
Side Street (West Property Line)	20 feet		53 feet
Rear (North property Line)	15 feet		86 feet
<b>Board action required</b>	<p>Make a recommendation to the City Commission of approval, approval with conditions, or denial of the proposed Residential Planned Development (RPD) to construct a 118 multi-family rental unit development with amenities. The site is located on 4.71 acres and is located with the Mixed Use – West (MU-W) Zoning District. Also to development standards for the RPD and to incorporate the master development plan.</p> <p>Approve, approve with conditions, or denial of the proposed additional height and third story through the site plan and community benefits pursuant to the provision of the Sustainable Bonus Incentive Program.</p>		

<b>Staff Recommendation</b>	Staff recommends approval of an RPD to establish uses and development standards for the RPD and approval of the site plan as proposed and of the proposed additional height and third story through community benefits pursuant to the provision of the Sustainable Bonus Incentive Program.	
	<b>Name and Title</b>	<b>Initials</b>
<b>Project planner</b>	Curt Thompson, Community Planner	CT
<b>Approved by</b>	Maxime Ducoste, Planning & Preservation Manager	MD

**BACKGROUND/PROPOSAL:**

The applicant, Affordable Housing Solutions Inc, is proposing to develop a 118 unit apartment complex located at 2430 Lake Worth Road. The site is 4.71 acres in area and is currently vacant. The project will provide market rate workforce housing.

The project consists of a three (3) part request which includes the following:

- A **Residential Planned Development (RPD)** to establish uses permitted in the RPD, development standards for the RPD, and to incorporate master development plan for the project.
- Approval of a **Site Plan**;
- **Community Benefits** pursuant to the Sustainable Bonus Incentive Program to allow additional height/stories above the first two stories;

The zoning code contains provisions for Planned Development Districts which include Residential Planned Developments (RPD). The RPD designation allows site specific development regulations to be adopted, which in essence serves as a site specific zoning district. A more detailed discussion regarding the RPD is provided in the analysis section.

The site plan was reviewed by the Site Plan Review Team (SPRT) at their regular meeting on December 9, 2013. The SPRT recommended the project be subjected to a number of conditions of approval, which have been included for the Board’s reference.

The following analysis includes a discussion about the specific site improvements the applicant is proposing followed by an analysis that addresses each of the three (3) part request outlined in the project description.

## **ANALYSIS:**

The applicant is proposing a 118 unit apartment development. The unit mix will consist of 40 one (1) bedroom apartments, 78 two (2) bedroom apartments. Each one (1) bedroom apartment will have 616 square feet of living area and a 48 square foot balcony; each two (2) bedroom apartment will have 855 square feet of living area and a 48 square foot balcony. The units will be allocated throughout three (3) buildings, with each being three (3) stories with a height of 43 feet 9 inches. Also, a +/- 1,078 square foot space for Gym, Office, and recreational space in Building "C" will be provided. Other site improvements include 170 on-site parking spaces, a six (6) foot high fence within the front setback along Lake Worth Road and 2<sup>nd</sup> Avenue North; and an eight (8) foot height concrete wall along the eastern and western perimeters, a community pool, a bicycle parking area, one (1) barbeque area, and a walking path around the perimeter of a half acre lake. Both project driveways (on Lake Worth Road and 2<sup>nd</sup> Avenue N respectively) will be paved with stamped concrete.

The site will be fully landscaped, with an extensive planting palette that includes 71 trees, 27 palm trees, 52 flowering trees and a large variety of shrubs and ground covers. The planting palette and plant material arrangement is fully depicted in the landscape plan which has been included for your review. As proposed the landscape plan exceeds all the requirements of the Land Development Regulations (LDRs).

## **Consistency with the Comprehensive Plan**

The applicant's proposal to develop an apartment complex at the subject site is consistent with a number of Comprehensive Plan objectives and policies, which are outlined below:

- **Policy 1.3.4.4:** Redevelopment opportunities will be maximized through use of mixed land use designations that permit a flexible mix of multifamily residential and compatible office uses.

The project site has a Future Land Use Designation of Mixed Use-West and a Mixed Use – West (MU-W) zoning designation. The applicant is proposing a residential planned development for this project site, which is intended to “encourage through incentives the use of innovative land planning and development techniques to create more desirable and attractive development in the City”. The RPD designation includes flexibilities, which make the type of infill development feasible. This flexibility is inherent to the development standards of the RPD designation and the density allowed in the Mixed Use-West land use category facilitate the type of compact development the applicant is proposing.

- **Policy 1.3.9.1:** The City shall further discourage urban sprawl by:

1. Continuously promoting compact developments within the mixed use, high density residential and TOD areas while providing adequate public services for each development in the most cost effective manner possible; and,

The applicant is proposing a compact development in the Mixed Use-West land use category. Existing public services, including potable water, sewer, fire and police services, are adequate to serve the project. The compact nature and proposed density of 23 dwelling units/acre is consistent with the Mixed Use-West future land use designation and this policy.

- **Policy 1.6.1.3:** The City shall encourage new development, infill and redevelopment in conjunction with existing or planned transit improvements where possible.

Currently the site is served by public transit in the form of bus service with an existing bus-stop located at the southwest corner of 2<sup>nd</sup> Avenue and Boutwell Road. The site is located approximately one mile west of the Tri-Rail Station located at the I-95 overpass and Lake Worth Road TOD land use designation. This is within a 10 minute walk of the project site and provides the type of density which is transit supportive. It can be expected that a significant number of the future tenants of the proposed apartment complex will utilize the public transit available in the immediate area.

- **Synopsis - Future Land Use Element:**

As denoted in the synopsis, the ability to achieve building heights above 30 feet and additional stories above the first two (2) requires the provision of community benefits to achieve the additional height. As the analysis will show, the project as proposed complies with the intent of the community benefits requirement and therefore is found to be consistent with the synopsis of the future land use element.

- **Objective 1.3.10:** The City shall establish incentives to help aid the creation of compact, sustainable, community oriented development;
- **Policy 1.3.10.1:** The City shall establish a Community Benefits program to provide for increased intensity and height allowances in return for specific project or public components that would create or increase quality of life measures for a larger segment of the population. The Community Benefits program will be more fully developed and implemented through the City's Land Development Regulations.

Objective 1.3.10 and Policy 1.3.10.1 create the impetus for the incentive program and the implementing policy. While the Community Benefits program is still being drafted as part of the proposed Land Development Regulations, the project must still meet the

requirements of the City's Comprehensive Plan and, therefore, has been reviewed with the proposed Community Benefits provision in mind. As described in more detail below, the project meets the intent of the Comprehensive Plan objective and policy regarding Community Benefits.

It is evident through consistency with the identified objectives and policies that the project is consistent with the adopted Comprehensive Plan.

### **Residential Planned Development**

The stated intent of a Planned Development District, as outlined in Zoning Code Section 23.3-25, states, "The intent of this article is to encourage through incentives the use of innovative land planning and development techniques to create more desirable and attractive development in the city. Incentives include but are not limited to:

1. Relaxing or waiving of height setback lot dimensions and lot area requirements;
2. Allowing an increase in density and/or a decrease in minimum living area per dwelling unit; and
3. Permitting uses or a mixture of uses not normally permitted in the underlying zoning district".

The "MU-W mixed use district" 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. The Mixed Use – West (MU-W) standards have been used for this RPD project.

Consistent with the stated intent of Planned Development Districts to provide flexibility, the applicant is proposing alternative development standards which deviate from the base zoning code. The applicant is also requesting approval for of the proposed site plan.

The proposed development standards of the Village II at Lake Osborne RPD are outlined in the table below and compared to the development standards of the underlying Mixed Use-West (MU-W) zoning district requirements of the zoning code. If a particular development standard is not specifically addressed in the table below, then the base zoning code requirement is applicable.

Development Standard:	MU-W District or other applicable zoning code requirement:	Proposed Site Plan:	Difference		
<b>• Set Backs</b>					
Front [Lake Worth Road]:	20	29 feet, 10 inches	9 feet, 10 inches		
Side Set Back [East Property Line]:	20	23 feet, 10 inches	3 feet, 10 inches		
Side Street Set Back [West Property Line.]:	20	56 feet	36 feet		
Rear Set Back [along 2 <sup>nd</sup> Avenue N.]:	20	86 feet, 3 inches	66 feet, 3 inches		
<b>Lot Area - RPD</b>	5 acres	4.71	-.29		
<b>• Impervious Area Percentage</b>	65%	52%	13%		
<b>• Pervious Area Percentage</b>	45%	48%	3%		
<b>• F.A.R. Floor Area Ratio</b>	1.80	.51	1.29		
<b>• Allowable Density</b>	30 dwelling units/acre <sup>1</sup>	30 dwelling units/acre			
<b>• Building Height</b>	45'	43 feet, 9 inches	1 foot, 3 inches		
<b>• Minimum Unit Size [square foot area]</b>					
1 Bed Room:	600	616; Balcony 48	16 Living Area; Balcony 48		
2 Bed Room:	750	855; Balcony 48	105 Living Area; Balcony 48		
<b>• Parking Requirements</b>					
1 Bed Room Unit:	1.0/ unit = 40	1.0 / unit= 40	40	40 units	
2 Bed Room Unit:	2.0/ unit=156	1.5 / unit=117	117	78 units	
Guest Parking over 60 dwelling units	20				
Total Parking Required:	216 spaces <sup>3</sup>	n/a	n/a		
Total Parking Proposed:		170 spaces	46 spaces		
<b>• Parking Space Dimensions:</b>	9'-6" X 19'-0" standard space	9'-0" X 18'-0" standard space	0'-6" X 1'-0" standard space		
<b>• Compact Space:</b>	none	8'-6" x 18'0"	8'-6" x 18'0"		
<b>• Disabled Parking</b>	12'-0" X 18'-0" Accessible space	12'-0" X 18'-0" Accessible space	12'-0" X 18'-0" Accessible space		

Development Standard:	MU-W District or other applicable zoning code requirement:	Proposed Site Plan:	Difference
The comprehensive plan designation of Mixed-Use West limits density to 30 dwelling units/acre); The Comprehensive Plan limits maximum height to 30' and two stories by right; 65' & 6 stories is only attainable through the provision of community benefits; Total parking required by base zoning code requirements.			

As outlined in the table above, the applicant is proposing modifications to the base Land Development Regulations with respect to required lot area, impervious surface area, the amount of parking provided per unit, and the minimum size of a parking stall. These proposed deviations are consistent with the stated intent of Planned Development Districts to provide incentives in the form of relaxed development standards to create more desirable and attractive development in city.

According to Section 23.3-25(d)(2) of the Land Development Regulations, “an area of lesser size may be approved for a mixed use planned development zoning upon findings by the planning and zoning board or historic resources preservation board, as applicable, and the city commission that particular circumstances justify such a reduction, and requirements for planned development district zoning and the benefit to be derived from planned development district zoning can be derived in such lesser area”.

The applicant’s lot is 4.71 acres in size, a difference of .29 acres (6 percent). Thus, the applicant is only 6 percent short of meeting this standard. Since this project meets the minimum building setback, landscape requirements, and allowable density for this Residential Planned Development (RPD) and has dedicated land for public right of way, it is the staff’s professional opinion that these particular circumstances justify such a reduction and the benefits derived from this Residential Planned Development can be derived in a lesser area.

In addition, the number of parking spaces the applicant is proposing is less than what is indicated in the Land Development Regulations. According to Section 23.3-25(b) (2):

*“Conflict with other regulations. The provisions of this section shall apply generally to the creation and regulation of all planned development districts. Where conflicts exist between these special planned development provisions and regulations relating to the installation operation or service requirements of any utility system or service, the utility regulations shall apply. **Where conflicts exist between these special provisions and general zoning, subdivision or other applicable non-utility regulations, these special regulations shall apply**”.*

According to the traffic impact analysis submitted by Simmons & White entitled “Reduced Parking Statement”, given the location of the proposed development, actual parking demands are anticipated to be less. The project demographics for the resident targeted for the development have annual incomes ranging from \$36,000 to \$48,000. Thus, it is anticipated that the majority of the residents will have only one vehicle. Also, the project will be located along a mass transit corridor with highly accessible bus routes and a Tri-Rail Station is close by. It is anticipated that a substantial amount of the residents will utilize the mass transit system. Consequently, the demand for vehicle parking should not occur. The applicant also anticipates a substantial amount of pedestrian activity in lieu of vehicular use.

### **Site Plan**

The Zoning Code outlines the Planning & Zoning Board’s authority to review and approve site plans in Section 23.2-30. Additionally the review criteria for site plans are outlined in Section 23.2.31 which outlines the stated intent “to promote safety and minimize negative impacts of development on its neighbors. This is done by establishing qualitative requirements for the arrangements of buildings, structures, parking areas, landscaping and other site improvements. The qualitative standards are designed to ensure that site improvements are arranged in ways which cannot be accomplished with quantitative standards”.

#### ***23.2-31. Site design qualitative development standards***

##### ***1. Harmonious and efficient organization***

**Staff Response:** All of the required elements of the site plan have been harmoniously and efficiently organized in relation to topography, and the size and type of parcel. The project has been designed in accord with all of the development regulations outlined in The Village II at Lake Osborne RPD. The site will be developed as to not impede the normal and orderly development or improvement of surrounding property. The area surrounding the project site is in various stages of redevelopment. The proposed development of the project site will have no negative impacts on the surrounding properties and/or uses. The criterion has been met.

##### ***2. Preservation of natural conditions***

**Staff Response:** The project site is currently vacant. All plant material shall be Florida No.1 or better as given in the current Grades and Standards or Nursery Plants, 2<sup>nd</sup> Edition, February 1998, Florida Department of Agriculture and Consumer Services, Division of Plant Industry. Secondly, all plant material shall be subject to inspection and approval by the Landscape Architect at place of growth and upon delivery for conformity to specification.

The criterion has been met.

### ***3. Screening and buffering***

**Staff Response:** The applicant is proposing landscaping and buffering which exceeds the requirements of the Land Development Regulations. Along the westerly perimeter of the project site, the applicant is proposing a six (6) foot high fence and then an eight (8) foot tall precast concrete wall, to provide the project and adjacent uses sound attenuation and privacy. The wall will then give way to a six foot high fence within 20 feet from Lake Worth Road. The parking areas located parallel to the 2<sup>nd</sup> Avenue N. and Lake Worth Road rights of ways are screened by a landscape buffer, which is twenty (20) feet in width along 2<sup>nd</sup> Avenue North. Along the Lake Worth Road right of way, the proposed landscaped buffer area will be at least 29 feet in width. All the perimeter buffers serve to screen the project to a certain extent and create shading along the streetscape. Two (2) concrete block dumpster enclosures with a stucco finish have been provided that must comply with City specifications. Landscaping will be provided around the dumpster enclosures as required by the Land Development Regulations.

The criterion has been met.

### ***4. Enhancement of residential privacy***

**Staff Response:** The project is multi-family residential development with 118 units. The surrounding uses to the west and east are residential in nature. To the north, beyond the 2nd Avenue North right-of-way is a vacant lot (the proposed Village of Valor Site). To the south, across the Lake Worth Road right-of-way is John Prince Park. The applicant is proposing a solid barrier between the project site and the existing residences to the west and east (which increases privacy for the existing residences) and placing all of the common area amenities, consisting of two Barbeque areas, a walking path and community pool, and an on-site lake, within the interior of the project. The criterion has been met.

### ***5. Emergency access***

**Staff Response:** Emergency access to the site is provided along the two (2) street frontages driveways along 2<sup>nd</sup> Avenue N and Lake Worth Road. The parking area has been designed to accommodate the turning movements of emergency vehicles if necessary. The applicant is going to install two (2) fire hydrants and two (2) Fire Department connections on-site. Practical means of access is available to all sides of all buildings. The criterion has been met.

***6. Access to public ways***

**Staff Response:** Access to public rights-of-way to the project is being provided via two (2) proposed driveways located on 2nd Avenue N and Lake Worth Road respectively. The criterion has been met.

***7. Pedestrian circulation***

**Staff Response:** The new sidewalks will be constructed along both Lake Worth Road and 2<sup>nd</sup> Avenue N. as part of the project. There will be pedestrian connections at both the Lake Worth Road and 2<sup>nd</sup> Avenue N. driveways from inside the site to the newly constructed sidewalks in each respective right of way. The criterion has been met.

***8. Design of access and egress drives.***

**Staff Response:** The site will utilize two (2) new driveways along 2nd Avenue N. and Lake Worth Road respectively and will not conflict with driveways serving existing development in the immediate area. The criterion has been met.

***9. Coordination of on-site circulation with off-site circulation***

**Staff Response:** The on-site circulation has been designed in a manner consistent with all the requirements of the Land Development Regulations. Access to the site is via two (2) proposed driveways on 2nd Avenue N and Lake Worth Road respectively, which are fully improved and able to accommodate traffic associated with the project. The Palm Beach County Traffic Division reviewed the applicant's traffic study and determined the proposed residential project meets the Traffic Performance Standards of Palm Beach County. This criterion has been met.

***10. Design of on-site public right-of-way***

**Staff Response:** There are no on-site public streets or rights-of-ways associated with the project site. The criterion is not applicable.

***11. Off-street parking, loading and vehicular circulation areas***

**Staff Response:** The project site is subject to the development standards outlined in the RPD standards proposed for the project. As previously outlined, the proposed parking ratio for the RPD is as follows:

<b>• Parking Requirements</b>				
1 Bed Room Unit:	1.0 / unit	1.0 / unit	40units	40 spaces
2 Bed Room Unit:	1.5 / unit	1.5 / unit	78 units	117 spaces
Standard Parking Proposed				100 spaces
Compact Parking Proposed:				70 spaces
<b>• Parking Space Dimensions:</b>	9'-0" X 18'-0" Standard space			
	8'-6"X18'0" Compact space			
	12'-0" X 18'-0" Accessible space			

A “Reduced Parking Statement” prepared by Simmons & White for the project further substantiates the proposed parking ratio based on the different unit sizes. Based on the ITE Parking Generation Manual (3<sup>rd</sup> Edition) standard for multi-family apartment developments, 149 parking spaces would be required. The applicant is proposing to provide 170 parking spaces as outlined in the table above. The LDRs does not require a dedicated loading space for residential projects. The on-site circulation provided complies with the minimum drive aisle width of 24 feet and the proper turning radii for emergency vehicle. There is sufficient space available on-site so as not to hinder the free movements of vehicles and/or pedestrians over a sidewalk or street. The criterion has been satisfied.

**13. Refuse and service areas**

**Staff Response:** The applicant is proposing two (2) separate dumpster enclosures that comply with the City requirements at two (2) corners of the on-site parking area. The dumpster enclosures are proposed to be screened by a variety of planting materials. The criterion has been met.

**14. Protection of property values**

**Staff Response:** The site is currently vacant. The redeveloped site is expected to serve as a catalyst for the investment in the Lake Worth Park of Commerce. The redeveloped site should have a positive effect on property values in the immediate area. The criterion has been met.

### ***15. Consideration of future development***

**Staff Response:** The vicinity in which the project site is located is in various stages of development, with the City Boundary having an irregular shape in the immediate area. The applicant is undertaking the redevelopment of the site that will result in a viable multi-family development. The type of compact urban development proposed by the applicant is consistent with the Future Land Use Element of the Comprehensive Plan. The redeveloped site is expected to serve as a catalyst for investment in the Lake Worth Park of Commerce and in the Mixed Use West area. The criterion has been met.

#### ***d) Buildings, generally.***

1. Buildings or structures which are part of a present or future group or complex shall have a unity of character and design. The relationship of forms of the use, texture and color of material shall be such as to create one (1) harmonious whole. When the area involved forms an integral part of, is immediately adjacent to, or otherwise clearly affects the future of any established section of the city, the design, scale and location of the site shall enhance rather than detract from the character, value and attractiveness of the surroundings. Harmonious does not mean or require that the buildings be the same.

**Staff Response:** Meets Criterion

2. Buildings or structures located along strips of land or on a single site, and not a part of a unified multi-building complex shall achieve as much visual harmony with the surroundings as is possible under the circumstances. If a building is built in an undeveloped area, three (3) primary requirements shall be met, including honest design construction, proper design concepts, and appropriateness to the city.

**Staff Response:** Meets Criterion

3. All façades visible to public or adjacent property shall be designed to create a harmonious whole. Materials shall express their function clearly and not appear foreign to the rest of the building.

**Staff Response:** Meets Criterion

4. The concept of harmony shall not infer that buildings must look alike or be of the same style. Harmony can be achieved through the proper consideration of scale, mass, bulk, proportion, height, orientation, site planning, landscaping, materials, rhythm of solids to voids

and architectural components including but not limited to porches, roof types, fenestration, orientation and stylistic expression.

**Staff Response:** Meets Criterion

5. Look-alike buildings shall not be allowed unless, in the opinion of the board, there is sufficient separation to preserve the aesthetic character of the present or evolving neighborhood. This is not to be construed to prohibit the duplication of floor plans and exterior treatment in a planned development where, in the opinion of the board, the aesthetics or the development depend upon, or are enhanced by the look-alike buildings and their relationship to each other.

**Staff Response:** Meets Criterion

6. Buildings, which are of symbolic design for reasons of advertising, unless otherwise compatible with the criteria herein, will not be approved by the board. Symbols attached to the buildings will not be allowed unless they are secondary in appearance to the building and landscape and are an aesthetic asset to the building, project and neighborhood.

**Staff Response:** Meets Criterion

7. Exterior lighting may be used to illuminate a building and its grounds for safety purposes, but in an aesthetic manner. Lighting is not to be used as a form of advertising in a manner that is not compatible to the neighborhood or in a manner that draws considerably more attention to the building or grounds at night than in the day. Lighting following the form of the building or part of the building will not be allowed if, in the opinion of the board, the overall effect will be detrimental to the environment. All fixtures used in exterior lighting are to be selected for functional as well as aesthetic value.

**Staff Response:** Meets Criterion

8. Building surfaces, walls and roofs shall be compatible and in harmony with the neighborhood.

**Staff Response:** Meets Criterion

9. "Take-out" or "pick-up" windows of retail or wholesale establishments shall not be located on a building façade that faces a public right-of-way, unless they are designed in such a manner as to constitute an aesthetic asset to the building and neighborhood.

**Staff Response:** Meets Criterion

10. All exterior forms, attached to buildings, shall be in conformity to and secondary to the building. They shall be an asset to the aesthetics of the site and to the neighborhood.

**Staff Response:** Meets Criterion

11. All telephones, vending machines, or any facility dispensing merchandise, or a service on private property, shall be confined to a space built into the building or buildings or enclosed in a separate structure compatible with the main building, and where appropriate and feasible, should not be readily visible from off-premises.

**Staff Response:** Meets Criterion

12. Buildings of a style or style-type foreign to south Florida or its climate will not be allowed. It is also to be understood that buildings which do not conform to the existing or to the evolving atmosphere of the city, even though possessing historical significance to south Florida, may not be approved.

**Staff Response:** Meets Criterion

13. No advertising will be allowed on any exposed amenity or facility such as benches and trash containers.

**Staff Response:** Meets Criterion

14. Light spillage restriction. The applicant shall make adequate provision to ensure that light spillage onto adjacent residential properties is minimized.

**Staff Response:** Meets Criterion

### **Sustainable Bonus Incentive Program**

The City of Lake Worth Sustainable Bonus Incentive Program is intended to implement Objective 1.3.10 of the city comprehensive plan future land use element and provisions therein regarding a community benefits program. This incentive program offers the opportunity to attain an option for increased height, as provided in the comprehensive plan future land use element, or an option for increased intensity (measured by floor area ratio/FAR), or both, within certain

zoning districts in exchange for the incorporation of sustainable design features, community based improvements and overall design excellence as part of a development proposal

The purpose of the Sustainable Bonus Incentive Program is to encourage the incorporation of sustainable design and development principles within new development and redevelopment projects to foster a more sustainable, economically vibrant, diverse community with an emphasis on high quality design and appreciation of the city's unique cultural, architectural, historical and natural resources

The multiplier utilized to evaluate the provision of on-site community benefits associated with The Villages II at Lake Osborne project is \$5 per square foot of additional floor area above the second story. The value has been depicted as both an overall value and a per unit value, along with an outline of the quantified community benefits provided as part of the project in the table below. Staff has only included the benefits that it has determined fall into one of the quantifiable categories listed in the draft of the program.

<b>Category</b>	<b>Community Benefit Provided</b>	<b>\$ Value</b>	<b>Notes</b>
Higher Quality or Additional Open Space beyond the requirements of the Municipal Code	Barbeque areas with canopies	\$40,000	This is an amenity that is not required by the municipal code for multi-family residential projects
Higher Quality or Additional landscaping beyond the requirements of the Municipal Code	Landscaping exceeding current zoning code requirements	\$20,000	This is an amenity that is not required by the municipal code for multi-family residential projects
Public Amenity	School Bus Stop On 2 <sup>nd</sup> Avenue	\$70,000	Applicant proposing landscape buffers that are twice as wide as that required by the zoning code around the entire perimeter of the project site
Public Amenity	Bus Shelter on Lake Worth Road	\$25,000	A five foot concrete walking path is being provided around the entire perimeter of the on-site lake

Category	Community Benefit Provided	\$ Value	Notes
Eight (8) foot high concrete walls along the east and west boundaries of the property (1,250 feet)	Precast Concrete Wall	\$106,250	An eight foot high precast concrete wall is being provided between the project site and the existing residences along the eastern and western perimeter of the project site. This will provide privacy and sound attenuation for both the proposed development and the adjacent properties (1,250 feet X \$85)
<b>TOTAL PLANNED COMMUNITY BENEFIT</b>		<b><u>\$216,250</u></b>	Sum of values of community benefits, as provided by applicant
Community Benefits Required	3 <sup>rd</sup> Floor Area – Building A	\$55,630	Value of increase calculated based on \$5.00 per square foot of area (11,126 square feet).
Community Benefits Required	3 <sup>rd</sup> Floor Area – Building B	\$64,535	Value of increase calculated based on \$5.00 per square foot of area (12,907 square feet).
Community Benefits Required	3 <sup>rd</sup> Floor Area – Building C	\$48,630	Value of increase calculated based on \$5.00 per square foot of area (9,726 square feet).
Total Area of 3 <sup>rd</sup> floor	33,759 square feet	<b><u>\$168,795</u></b>	Sum of values of community benefits, as provided by applicant, staff has determined are applicable
<b>Community Benefits Requirement Calculation</b>			
Community Benefit Requirement = Area of 3 <sup>rd</sup> Floor (gross floor area)	65,860 square feet x \$5.00/square foot	<b><u>\$329,300</u></b>	Because project is residential in nature the per unit cost of the community benefit requirement could be broken down by dividing the overall community benefit dollar requirement by the number of units proposed for the 3 <sup>rd</sup> floor = \$329,300/72 units = <b>\$4,573.61/unit</b>

Category	Community Benefit Provided	\$ Value	Notes
Excess value of community benefit provided by project		$ \begin{array}{r} \$525,000 - \\ \underline{\$329,300} = \\ \mathbf{\$195,700} \end{array} $	The \$195,700 value represents the value of community benefits being incorporated into the project in excess of that required to satisfy the requirement.

Staff has concluded that with the incorporation of the outlined benefits, the project has satisfied the requirements for community benefits. Conditions of approval are being recommended to ensure that community benefits listed are all incorporated during the construction phase of the project and retained and maintained for the life of the development.

The analysis has shown that all of the qualitative criteria outlined in the Land Development Regulations have been satisfied for the proposed development. The proposed development and site improvements comply with all development regulations of the RPD and applicable sections of the development regulations. The redeveloped site will add to the supply of available residential housing opportunities available in the City.

**CONSEQUENT ACTION:**

The Planning & Zoning Board is acting in an advisory role for this Residential Planned Development, which includes the permitted uses, development standards, and master development for the Villages II at Lake Osborne project. The Planning & Zoning Board is being asked to make a recommendation on these items for the City Commission’s consideration.

The Planning & Zoning Board’s decision on the community benefits pursuant to the Sustainable Bonus Incentive provision for additional height/stories will be final and the site plan. However, approvals will be contingent on the City Commission approving the Residential Planned Development.

The applicant does have the option to appeal any final decision of the Planning & Zoning Board to the City Commission.

**RECOMMENDATION:**

Staff recommends the following on the various requests:

- Staff recommends that the Planning & Zoning Board recommend **APPROVAL** to the City Commission on the Village II at Lake Osborne Residential Planned Development to establish uses and development standards and to incorporate the master development plan;
- Staff recommends that the Planning & Zoning Board **APPROVE** the project's proposed additional height and third story as the requirement for providing quantifiable community benefits has been met, contingent on the adoption of the RPD Ordinance by the City Commission;
- Staff recommends that the Planning & Zoning Board **APPROVE** the Site Plan for a the proposed 118 unit apartment complex located on a 4.71 acre site at 2430 Lake Worth Road in the MU-W/RPD District subject to the recommended conditions of approval and contingent on the adoption of the RPD Ordinance by the City Commission.

**POTENTIAL MOTIONS:**

Should the Planning & Zoning Board concur with staff's recommendation the following motions are recommended:

“PZB PROJECT NUMBER 13-1000002:

- I MOVE TO RECOMMEND THAT CITY COMMISSION APPROVE the Village II at Lake Osborne Residential Planned Development to establish uses and development standards and to incorporate the master development plan for the Village II at Lake Osborne RPD;
- I MOVE TO APPROVE the applicant's request to incorporate additional height and a third story according to the community benefits pursuant to the provision of the Sustainable Bonus Incentive Program, and contingent on the adoption of the Village II at Lake Osborne RPD Ordinance by the City Commission”; and
- I MOVE TO APPROVE the Site Plan for a 118 unit apartment complex located on a 4.71 acre site at 2430 Lake Worth Road in the MU-W/RPD District subject to the recommended conditions of approval and contingent on the adoption of the Village II at Lake Osborne RPD Ordinance by the City Commission”.

## LOCATION MAP



### Attachments:

- A. Conditions of Approval
- B. Justification Statement;
- C. Proposed Plans
  - a. Survey
  - b. Site Plan
  - c. Architectural Plans
  - d. Photometric Plan
  - e. Landscape Plan
  - f. Preliminary Civil Plans
  - g. Traffic Statement
  - h. Traffic Concurrency letter from Palm Beach County Traffic Engineering
  - i. Reduced Parking Statement
- D. Color Renderings
- E. The Village II at Lake Osborne RPD Ordinance
- F. Community Benefits outline from applicant

**Vote:** Ayes: Mr. Rice; Mr. Humm; Ms. LaTorre; Mr. Sherwin; Mr. Marotta; Ms. Brown; and Mr. Zacks.

Nays: None

Motion carried seven (7) to zero (0).

**Action:** Motion made by Mr. Sherwin with a second by Ms. Brown that the Board approve the request for Variance from Section 23.4-4 of the LDRs related to Fence location for industrial uses to allow the fence to be located 10-feet from the property line as opposed to the required 20-foot set-back established by the Land Development Regulations.

**Vote:** Ayes: Mr. Rice; Mr. Humm; Ms. LaTorre; Mr. Sherwin; Mr. Marotta; Ms. Brown; and Mr. Zacks.

Nays: None

Motion carried seven (7) to zero (0).

c. PZB 13-01000002, Village of Lake Osborne; Consideration of a two-part request by Lawrence Kramer, Agent, for the following:

(1) A recommendation to the City Commission for a Residential Planned Development (RPD) (Village II, at Lake Osborne) to establish uses and development standards for the Village II at Lake Osborne RPD and to incorporate the master development plan pursuant to Section 23.2-8 of the LDRs;

(2) Consideration of a request for Major Site Plan Approval for a 118 unit apartment complex.

The project includes a request for consideration of a Sustainable Bonus Incentive. The subject property is a +/- 4.71 acre site located at 2430 Lake Worth Road in the MU-West Zoning District, with a Future Land Use Map designation of Mixed Use West (MU-W); PCN#:38-43-44-20-01-110-0010

1. Staff Comments: Mr. Thompson; Mr. Ducoste; Mr. Waters 1:30:00

- Mr. Thompson: Introduced the request for planned development to construct market rate work-force housing; reviewed the regulations for planned development and intent to provide benefits in a smaller land area; stated that regulations for lot size were met at 94% of the required; stated that circumstances allowed for approval of the request; described the residential uses which surrounded the site; stated that Staff recommended that Board recommend approval of the request for RPD to the Commission
- Mr. Ducoste: Proposed an additional Condition of Approval to ensure limitation to number of vehicles which could be allowed by tenants  
Applicant Comments: Lawrence Kramer
- Mr. Kramer: Stated that the project was similar to the project Village of Lake Worth; and that a second traffic study had been done
- Mr. Ernesto: Stated that on average each unit had 1.8 spaces; extensive studies had been done to ensure that adequate parking was provided for the site; visitors parking spaces were

2. Board Comments/Questions: Location of over-flow parking; amount of visitor parking; request for clarification of lot coverage; request for clarification of height measurement; request for clarification of amount of parking provided; whether additional parking spaces; request for clarification of how addition of a

wall could be considered a Community Benefit; and comment that proposed benefits were of no value to community; comment that people are accustomed to things a certain way, but as communities grow development regulations change to accommodate the growth; and request for clarification of how Sustainability Bonus worked when additional height was permitted by right

3. Applicant Comments: Mr. Kramer: Described site design and amenities; and stated that a 20-ft high wall would be erected between the property and the residential property immediately to the east of the property; stated that the site had been designed based on comments of residents to the east; agreement to include additional parking spaces along 2<sup>nd</sup> Ave North;
4. Staff Comments: Mr. Waters: Addressed Board questions related to parking, chronic nuisance, and potential for additional parking space along 2<sup>nd</sup> Ave North; that parking issues could be addressed by PBSO; plan for site was to make the site a gated community; explanation of Community Benefit as \$5 of demonstrated community benefit per square foot of each additional floor
5. Ms. Alterman: Suggested a revised site plan showing additional parking spaces along 2<sup>nd</sup> Ave North 2:06:00
6. **Action:** Made by Mr. Humm with a second by Mr. Zacks to recommend approval to City Commission of PZB 13-01000002, Village II at Lake Osborne to establish uses and to incorporate master plan for the Village II at Lake Osborne RPD as based upon the findings that the site was less than five acres
  - a. Public Comments:
    - Judy McGrath, resident of Lago Lucerne; stated that she appreciated the changes that had been incorporated into the original plan; asked for clarification of dumpster locations; and requested explanation of limitations to the number of residents allowed per living space
    - Dick Newton, resident of Lago Lucerne: Requested explanation of dumpster operations
    - Bob Strassburger, resident board member of Lago Lucerne: Questioned methods to mitigate noise from air conditioning units; and asked whether lake would be aerated
    - John; Spoke to the need for structured parking in conjunction with new development

**Vote:** Ayes: Mr. Rice; Mr. Humm; Ms. LaTorre; Mr. Marotta; Ms. Brown; and Mr. Zacks.  
Nays: Mr. Sherwin
7. **Action:** Motion made by Mr. Marotta with a second by Ms. Brown, the applicant's request to incorporate additional height and a third story according to the community benefits pursuant to the provision of the Sustainable Bonus Incentive Program, and contingent on the adoption of the Village II at Lake Osborne RPD Ordinance by the City Commission  
**Vote:** Ayes: Mr. Rice; Mr. Humm; Ms. LaTorre; Mr. Sherwin; Mr. Marotta; Ms. Brown; and Mr. Zacks.  
Nays: None

Motion carried seven (7) to zero (0).

**I MOVE TO APPROVE** the applicant's request to incorporate additional height and a third story according to the community benefits pursuant to the provision of the

Sustainable Bonus Incentive Program, and contingent on the adoption of the Village II at Lake Osborne RPD Ordinance by the City Commission

8. **Action:** Motion made by Ms. Brown with a second Mr. Humm that the Board approve the Site Plan for a 118 unit apartment complex located on a 4.71 acre site at 2430 Lake Worth Road in the MU-W/RPD District subject to the recommended conditions of approval and contingent on the adoption of the Village II at Lake Osborne RPD Ordinance by the City Commission; with the additional Condition of Approval that prior to approval of the RPD by the City Commission, the Applicant shall submit a revised site plan incorporating additional parallel parking along 2<sup>nd</sup> Ave North.

• **Vote:** Ayes: Mr. Rice; Mr. Humm; Ms. LaTorre; Mr. Marotta; Ms. Brown; and Mr. Zacks

Nays: Mr. Sherwin

Motion carried six (6) to one (1).

F. Unfinished Business:

- None

G. New Business:

- None

6. Planning Issues: Mr. Waters

2:15:00

- Addressed pending development applications
- Discussed future planning which included planned districts

7. Public Comments:

- None

8. Departmental Reports: The following are the comments of Mr. Waters:

- Value Place: Permit had been issued; and Applicant was ready to begin construction
- Gulfstream Hotel: Applicants had applied for and received demolition permits for interior and pool structure; and would be applying for demolition of out-lying buildings
- Birthday Cake House: The property had been chosen for a Red Cross Designing show-house which was slated for March of 2015; which could potentially bring thousands of people to Lake Worth; and the event would follow the annual Street Painting Festival

9. Board Member Comments:

- Mr. Sherwin: Suggested re-orienting building lines for new construction to run east west in order to take advantage of Florida's readily available solar power
- Mr. Rice: Stated that he had driven down Boutwell Rd. and was pleased with the development progress; and stated that it would be helpful to have the back-up materials sooner

10. Adjournment

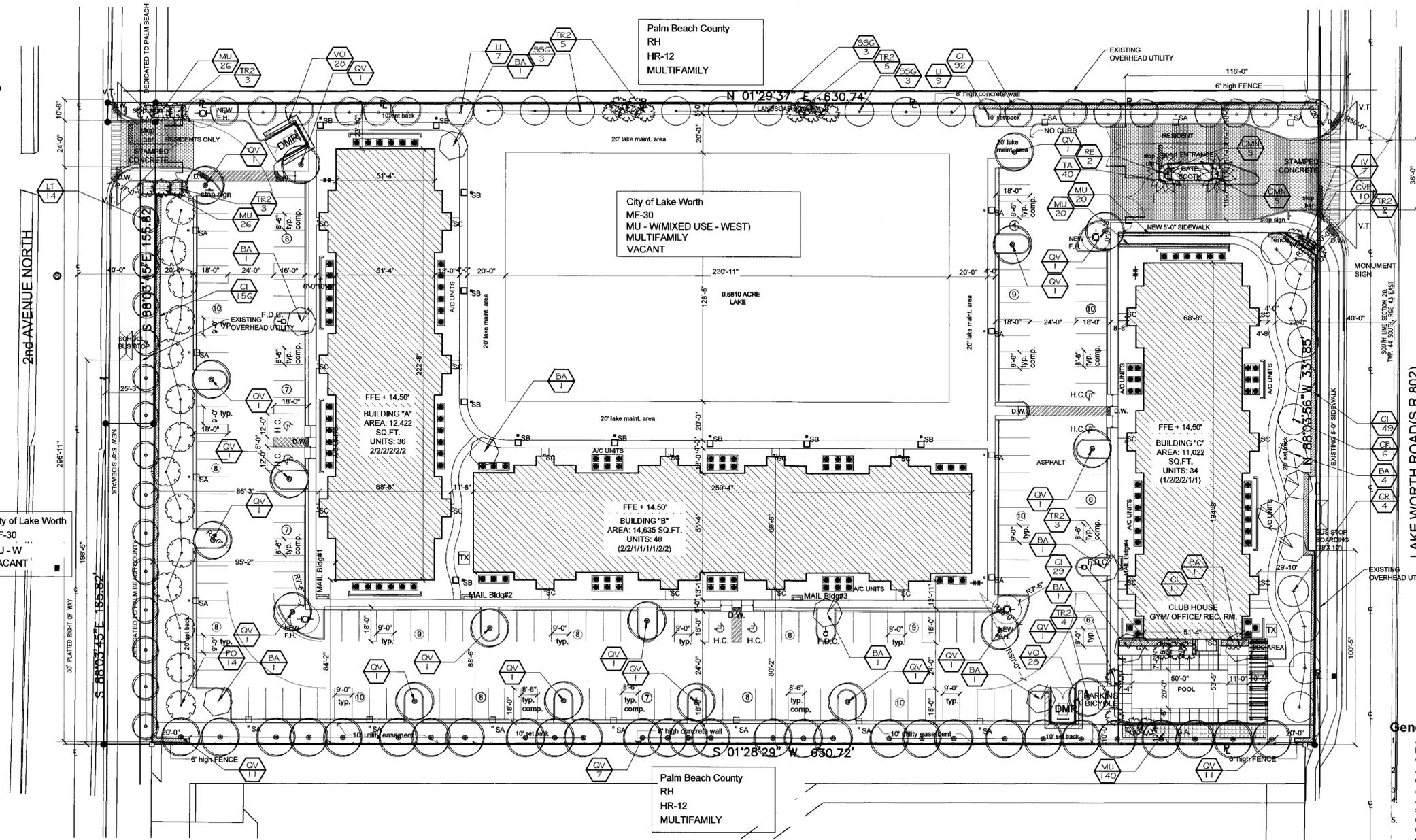
a. **Action:** Motion to adjourn made by Mr. Marotta with a second by Mr. Humm

**Vote:** Ayes: Mr. Rice; Mr. Humm; Ms. LaTorre; Mr. Sherwin; Mr. Marotta; Ms. Brown; and Mr. Zacks

Nays: None

Motion carried seven (7) to zero (0)

Meeting adjourned at 9:00 pm



**PLANT SCHEDULE**

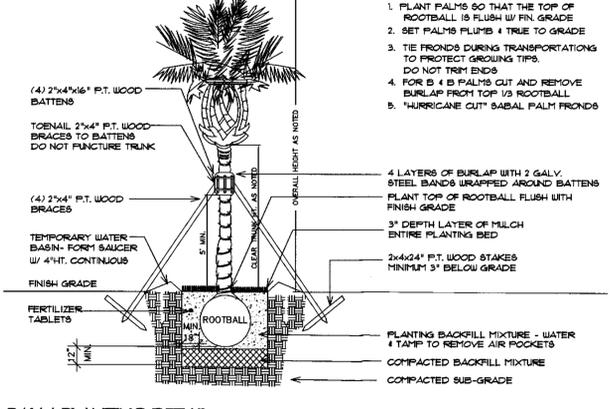
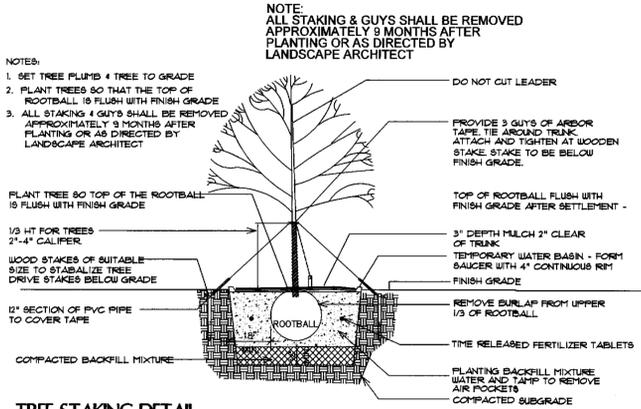
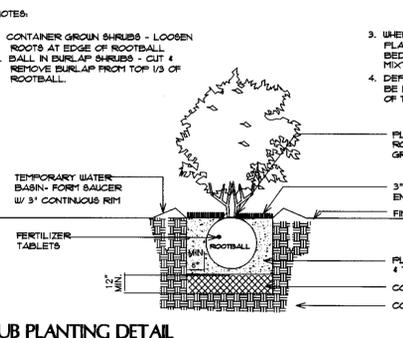
TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT	DBH	SIZE	NATIVE	DOUGHT
CR	16	Clusia rosea	Flora Blue	FG/BA	3" DBH	14'-6" HT x 4" SPK	Yes	High
PO	24	Podocarpus macrophyllus	Yew Palm	FG/BA	3" DBH	12' HT x 4" SPK	No	Medium
QV	47	Quercus virginiana	Southern Live Oak	FG/BA	3" DBH	16'-0" HT x 4" SPK	Yes	High
FL	13	Flowering Tree	Botanical Name: <i>Bauhinia tomentosa</i>	FG/BA	3" DBH	14'-6" HT x 4" SPK	Yes	Medium
LA	14	Lagerstroemia indica 'Tangerine'	Crape Myrtle Coral Pink	FG/BA	3" DBH	12' HT x 4" SPK, Single Trunk	No	High
LI	16	Lagerstroemia indica 'Hatchet'	Crape Myrtle	FG/BA	3" DBH	14' HT x 4" SPK	No	High
SS	9	Senecio verticillatus	Gladiolus Castle	FG/BA	3" DBH	12' HT x 3" SPK	No	Medium
PA	2	Palmetto	Florida Royal Palm	FG/BA	3" DBH	32' CT, Matched	Yes	Medium
TR	23	Thunbergia radiata	Florida Thrush Palm	FG/BA	3" DBH	30' OA	Yes	High
SHRUB AREAS	15	Carex macrospora	Florida Bluestem	3 GAL.	18" HT x 18" SPK		No	Medium
CI	437	Chrysanthemum leucifolium	Red Tip Cocksfoot	3 GAL.	24" HT x 24" SPK		Yes	High
CYP	10	Cyperus virginicus	Cyperus	3 GAL.	24" HT x 24" SPK		No	Medium
IV	7	Ilex vomitoria 'Shrimp'	Cherry Toyon Holly	3 GAL.	12" HT x 12" SPK		Yes	High
MU	240	Muhlenbergia capillaris	Pink Blady	3 GAL.	18" HT x 18" SPK		No	High
VO	56	Viburnum coccineum	Sweet Viburnum	3 GAL.	24" HT x 24" SPK		No	Medium
GR	60	Grass	Trachypogon setosus	3 GAL.	4" HT x 12" SPK		No	Medium

**Tree Requirements**

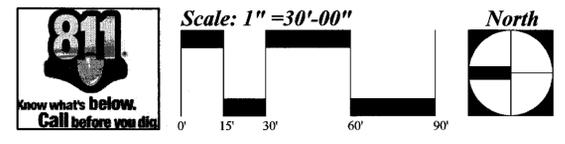
Description	Calculation	Qty Required	Qty Provided
Section 23.6-1 (f) 2a			
North 2nd Avenue North	321.67 / 20'	17	28
South Lake Worth Road	1007 / 20'	5	5
Section 23.6-1 (f) 2b			
West	500 / 20'	25	25
East	80 / 20'	4	4
Section 23.6-1 (f) 3			
Interior Islands	1707 / 20'	9	9
Total Site trees		80	125
Trees Building Foundation			42
Total trees		80	267

- NOTES:**
- SOD AND IRRIGATE TO EDGE OF ROAD.
  - TREE REMOVAL PERMIT IS REQUIRED BY CITY PRIOR TO REMOVAL OF ANY TREES ON SITE.
  - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW WITH APPROPRIATE SHRUB MATERIAL.
  - TREES SHALL BE PLANTED A MINIMUM OF 15' FROM LIGHT POLES.

NOTE: NO WELLINGTON TAPE OR OTHER NON-BIODEGRADABLE MATERIALS SHALL COME INTO CONTACT WITH THE TREE.



- General Notes:**
- All plant material shall be Florida No. 1 or better as given in the current Grades and Standards for Nursery Plants, 2nd Edition, February 1998, Florida Department of Agriculture and Consumer Services, Division of Plant Industry. Co-dominant trees and trees with bark inclusion will not be accepted.
  - All plant materials shall be subject to inspection and approval by the Landscape Architect at place of growth and upon delivery for conformity to specification.
  - All plants shall be true to species and variety and shall conform to measurements specified.
  - All plants shall be exceptionally heavy, symmetrical, tight knit and so trained in appearance as to be superior to form, branching and symmetry.
  - Contractor shall notify S.U.N.S.H.I.N.E. (1-800-432-4770) for locations of existing utility lines 48 hours prior to beginning work.
  - Contractor shall verify location of all utility lines and easements prior to commencing any work. Excavation in the vicinity of underground utilities shall be undertaken with care and by hand. If necessary, the Contractor bears full responsibility for this work and disruption or damage to utilities shall be repaired immediately at no expense to the Owner.
  - Grade B+ Arsenic Free, shredded Melaleuca or Eucalyptus minimum 3" deep, shall be used in all mass planting beds and for individual tree pits. All trees shall have a mulch ring with a minimum depth of 3" and a diameter of 3'-4" around their base. All mulch shall be kept 2" from the base of all plant material. Mulch beds shall be a minimum of 12" wider than plants measured from outside edge of foliage.
  - Sod shall be St. Augustine 'Florant' solid and free of weeds, insects, fungus and disease, laid with alternating and abutting joints.
  - All tree excavation pits shall be a minimum of 2 times the size of the rootball and planting soil must be clean. All trees and shrubs shall be backfilled with a suitable planting soil consisting of 50 percent sand and 50 percent approved compost. (Note: Field observation and soil analysis may require a different soil composition to be provided.) All plant materials shall be planted with a minimum of six to twelve inches of this planting soil around and beneath the root ball. Refer to planting details. Planting beds and planting soil shall be free from road, pea, egg, or colored rock, building materials, debris, weeds, noxious pests and disease.
  - All sodded areas to have a minimum of 2" of planting soil as described in note #8.
  - All trees shall be warranted by the Contractor and will be healthy and in flourishing condition of active growth on year from date of final acceptance.
  - All shrubs, groundcovers, vines and sod shall be fully warranted for 1 year under same condition as above.
  - All synthetic burlap, synthetic string or cords or wire baskets shall be removed before any trees are planted. All synthetic tape shall be removed from trunks, branches, e.t.l. before inspection. The top 1/3 of any natural burlap shall be removed or tucked into the planting hole before trees are backfilled. Planting soil to be backfilled into plant pits by washing in.
  - All trees, palms and other plants shall be planted with the top of their root balls no deeper than the final grade surrounding the planting area. Root balls may be planted up to 10% above grade.
  - In areas where paved surfaces abut sod or mulch, the final grade level of both surfaces should be even.
  - All planting shall be installed with fertilizer and/or fertilizer tablets at time of planting.
  - All planting shall be installed in a sound, workmanlike manner and according to good planting procedures. Installation shall include watering, weeding, fertilizing, mulching, selective pruning, and removal of refuse and debris on regular basis so as to present a neat and well kept appearance at all times.
  - All landscape and sod area shall have an automatic irrigation system installed. Coverage should be 100% overlap to all landscape and sod areas and spray onto hardscap is not permitted. Sodded areas and shrub/groundbed beds should be on separate irrigation zones for a more efficient system. Irrigation system shall be installed with a rain/water sensor.
  - All landscape shall be installed in compliance with all local codes.
  - The plan shall take precedence over the plant list, should there be any discrepancy between the two.
  - Any plant substitutions must be approved by the City prior to installation.



**PROPOSED LANDSCAPE PLAN**

**REVISIONS:**

1	Site and Planting	6-11-2014
2	Site and Planting	8-22-2014
3	Site and Planting	10-6-2014

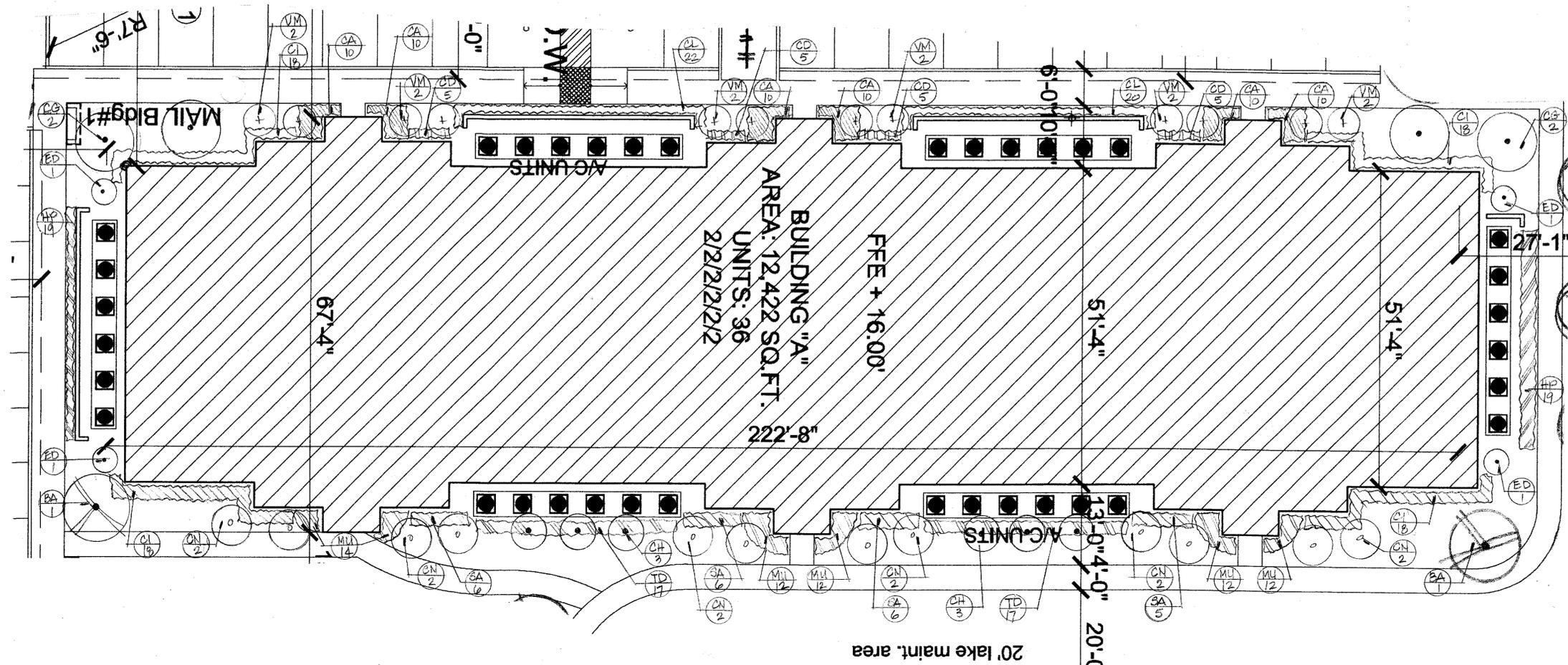
Kimberly Moyer, RLA  
Landscape Architecture  
(954) 492-9608  
Lic. No. RL.A0000062  
K. Moyer  
10/6/14

**SOUTHEAST ARCHITECTS SERVICES, INC.**  
4316 WEST BROWARD BLVD., Ste. 3 # Palmton, FL 33417  
(954) 797-2821 - FAX (954) 797-2847  
LIC. # AA-C00185

**"THE VILLAGE II" at LAKE WORTH**  
2340 LAKE WORTH ROAD  
LAKE WORTH, FL

DRAWN: K.M.  
DATE: 9-19-13  
PROJECT NUMBER: 8-13  
SHEET NUMBER:

**L-1**  
1 OF 1



**TYPICAL BUILDING**  
Scale 1"= 10'-0"

Note: Refer to sheet L-1 for planting notes and details.

**Plant List (Typical Building)**

Sym	Qty	Botanical/ Common Name	Size
VM	12	Veitchia montgomeryana/ Montgomery Palm	16'-18' OA HT
CN	12	Cocos nucifera/ Green Malayani/ Coconut Palm	8' CT
BA	2	Bulnesia arborea/ Verawood	12' Ht x 5' Spr, 2" Cal
CG	4	Caesalpinia grandadillo/ Birdaveil	10' Ht x 5' Spr, 2" Cal
ED	4	Elaeocarpus decipiens/ Japanese Blueberry	6' x 3'
CH	6	Calliandra haematocephala/ Red Powder Puff	6' Ht x 3' Spr, multi trunk
TD	34	Tripscaum dactyloides/ Fakahatchee Grass	24" x 24", 24" O.C.
CL	42	Ctusia guttifera/ Small Leaf Clusia	24" x 20", 24" O.C.
SA	23	Schefflera arboricola 'Trinette'/ Var. Arboricola	20" x 20", 24" O.C.
CI	72	Chrysobalanus icaco/ Cocoplum	24" x 24", 24" O.C.
HP	38	Hamelia patens 'Compacta'/ Firebush	24" x 24", 24" O.C.
CA	60	Carissa macrocarpa 'Emerald Blanket'/ Natal Plum	18" x 18", 24" O.C.
CD	20	Codiaeum variegatum/ Croton	24" x 24", 24" O.C.
MU	62	Muhlenbergia capillaris/ Muhly Grass	18" x 18", 24" O.C.
Sod		St Augustine 'Floritam'	
Mulch		Shredded Melaleuca or Eucalyptus	

REVISIONS:

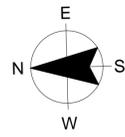
Kimberly Meyer, RLA  
Landscape Architecture  
(954) 492-9609  
Lic. No. #LA0000852  
8/22/14

**SOUTHEAST ARCHITECTS SERVICES, INC.**  
4316 WEST BROWARD BLVD, Ste. 3 # Plantation, FL 33317  
(954) 797-2821 • FAX (954) 797-2847  
LIC. # AA-0001953

"THE VILLAGE II" at LAKE WORTH  
2340 LAKE WORTH ROAD  
LAKE WORTH, FL 33461

DRAWN: K.M.  
DATE: 2/25/14  
PROJECT NUMBER: 8-13  
SHEET NUMBER: L-2  
1 OF 1





SITE DATA TABLE		
ZONING AND FLU	EXIST'G	PROPOSED
ZONING DISTRICT	MF-30	MF-30
FUTURE LAND USE	MU - W	MU - W
EXIST'G USE	VACANT	
PROPOSED USE		MULTIFAMILY
DEVELOPMENT STANDARD	REQUIRED	PROPOSED
LOT SIZE (ACREAGE AND SF)	1450x118=171,000 sq.ft.	5.13 AC 223,513 SQ FT
LOT WIDTH	50'	331.85'
BLDG'G HEIGHT	PRIMARY	30'(MAX 2 STORIES)
	SECONDARY	+35'(MAX 6 STORIES)
SETBACKS	FRONT	20' - 0"
	REAR	20' - 0"
	SIDE	10' - 0"
	SIDE	10' - 0"
LIVING AREA	1 BDR UNIT	600 SQ.FT.
	2 BDR UNIT	750 SQ.FT.
ACCESSORY STRUCTURE LIMITATION		
IMPERMEABLE SPACE COVERAGE(%)	55%	52%
BLDG COVERAGE(%)		18%
MAX. WALL HEIGHT @ SETBACK	6'-0" HI	8'-0" HI
F.A.R. LIMITATION	.55	.51
PARKING	212 SPACES	170 SPACES

**PARKING REQUIRED:**

1-BDRM	1.0 SPACES / UNIT	40 SPACES
2-BDRM	2.0 SPACES / UNIT	156 SPACES
GUEST SPACES		8 SPACES
GUEST SPACES OVER 60 D.U.'S		8 SPACES
TOTAL		212 SPACES

**REQUIRED:** 212 SPACES

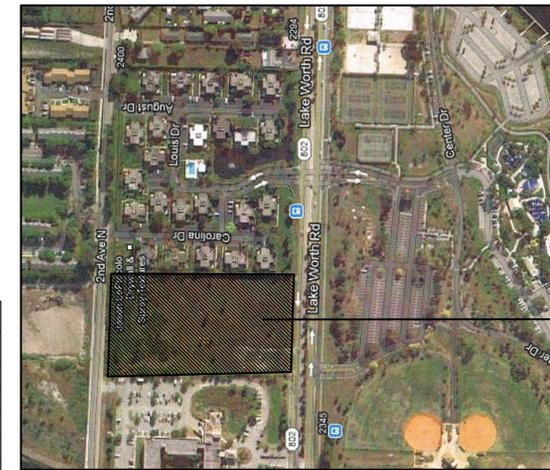
**PROPOSED PARKING STANDARD:**

1 BEDROOM UNITS:	40
2 BEDROOMS UNITS:	78
TOTAL	118

1-BDRM	1.0 SPACES / UNIT	40 SPACES
2-BDRM	1.5 SPACES / UNIT	117 SPACES
TOTAL		157 SPACES

**TYPICAL PARKING:** 100 SPACES  
**COMPACT PARKING:** 70 SPACES  
**PROVIDED:** 170 SPACES

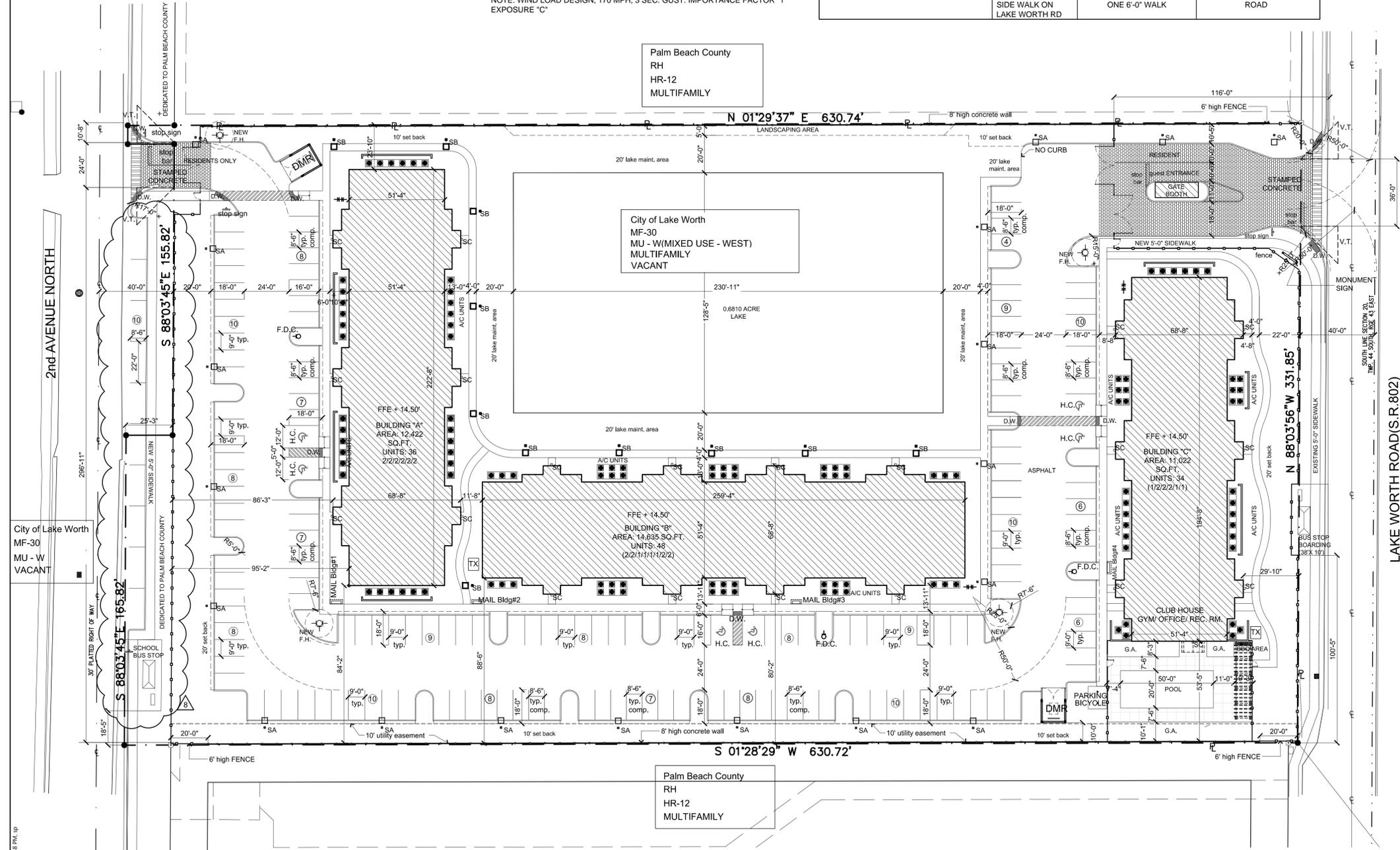
DEVELOPMENT STANDARD	REQUIRED	PROPOSED	REQUESTED (DEVIATION / A)
1. MINIMUM AREA REQUIRED	5.0 ACRES	GROSS 5.13 ACRES / NET 4.71 ACRES	NET AREA 0.39 ACRES
2. PARKING SPACE SIZE	9.5' x 19'-0"	9'-0" x 18'-0"	0.5' x 1'-0"
COMPACT SPACE		8'-6" x 18'-0"	
3. PARKING	212 SPACES	169 SPACES	42 SPACES
4. PRIVACY WALL	6'-0" HI	8'-0" HI	INCREASE 2'-0"
5. THOROUGHFARE DESIGN GUIDELINE	TO PROVIDE (4) 5'-0" WALKS TO PUBLIC SIDE WALK ON LAKE WORTH RD	SECURE DEVELOPMENT WITH ONE POINT OF ACCESS ONE 6'-0" WALK	OMIT 3 ADDITIONAL POINTS OF ACCESS TO LAKE WORTH ROAD



**LOCATION MAP**  
SCALE: N.T.S.

- LEGEND**
- NEW FIRE HYDRANT
  - FIRE DEPT. CONNECT.
  - DOUBLE DET. VALVE
  - A/C UNIT
  - MAIL BOX EACH BLDG.

NOTE: WIND LOAD DESIGN, 170 MPH, 3 SEC. GUST. IMPORTANCE FACTOR "1" EXPOSURE "C"



**PROPERTY DESCRIPTION**

**PARCEL 1:** THE EAST 1/2 (W1/2) OF THE EAST HALF (E1/2) OF LOT 110, MODEL LAND COMPANY'S SUBDIVISION, OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 79 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPTING THE WEST 70 FEET OF THE NORTH 145 FEET OF THE WEST HALF (W1/2) OF THE EAST HALF (E1/2) OF SAID LOT 110 AND LESS THE ROAD RIGHT OF WAY.

**PARCEL 2:** THE EAST 1/2 (W1/2) OF THE WEST 70 FEET OF THE NORTH 145 FEET OF THE WEST HALF (W1/2) OF THE EAST HALF (E1/2) OF LOT 110, MODEL LAND COMPANY'S SUBDIVISION, OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 79 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**PARCEL 3:** THE WEST 55 FEET OF THE NORTH 145 FEET OF THE WEST HALF (W1/2) OF THE EAST HALF (E1/2) OF LOT 110, MODEL LAND COMPANY'S SUBDIVISION, OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 79 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**PARCEL 4:** THE EAST QUARTER (E1/4) OF TRACT 110, MODEL LAND COMPANY'S SUBDIVISION, OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 79 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**PARCEL 5:** THE SOUTH 278 FEET OF THE WEST HALF (W1/2) OF TRACT 111, AND ALSO THE EAST 10 FEET OF THE WEST HALF (W1/2) OF TRACT 111, MODEL LAND COMPANY'S SUBDIVISION, OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 79 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**TOGETHER WITH:** LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19834, PAGE 1500, PALM BEACH COUNTY RECORDS, LESS THE NORTH 25.00 FEET AND THE SOUTH 25.00 FEET THEREOF FOR ROAD RIGHT OF WAY.

**TOGETHER WITH:** LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 19336, PAGE 748, PALM BEACH COUNTY RECORDS.

**PARCEL 6:** A PARCEL OF LAND LYING IN THE WEST 1/2 OF LOT 111 OF MODEL LAND COMPANY'S SUBDIVISION, OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 79 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST BOUNDARY LINE OF SAID LOT 111, 367.9 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 111 FOR A POINT OF BEGINNING, THENCE RUNNING SOUTH ALONG THE WEST BOUNDARY LINE OF SAID LOT 111, A DISTANCE OF 10 FEET TO A POINT, THENCE RUNNING EAST ON A LINE PARALLEL TO THE NORTH AND SOUTH BOUNDARY LINES OF SAID LOT 111 A DISTANCE OF 155 FEET TO A POINT, THENCE RUNNING NORTH ON A LINE PARALLEL TO THE EAST AND WEST BOUNDARY LINES OF SAID LOT 111 A DISTANCE OF 10 FEET; THENCE RUNNING WEST ON A LINE PARALLEL TO THE NORTH AND SOUTH BOUNDARY LINES OF SAID LOT 111 A DISTANCE OF 155 FEET TO THE POINT OF BEGINNING.

ZONING: MF-30 + RPD (RESIDENTIAL / PLANNED DEVELOPMENT)  
 SITE: GROSS: 5.13 ACRES 223,513 SQ. FT.  
 NET: 4.71 ACRES 205,339 SQ. FT.

**SITE STATISTICS:**

COVERAGE		
BUILDINGS	38,079 SQ.FT.	18%
PARKING & DRIVES	57,134 SQ.FT.	28%
WALKS & PATIOS	11,929 SQ.FT.	6%
LANDSCAPE & LAKE	98,197 SQ.FT.	48%
TOTAL	205,339 SQ.FT.	100%

IMPERVIOUS AREA: 107,142 SQ.FT. 52%  
 PERVIOUS+LAKE AREA: 98,197 SQ.FT. 48%  
 (PERVIOUS AREA: 68,531 SQ.FT., + LAKE :29,666 SQ.FT.)

NUMBER OF RESIDENTIAL UNITS: 118 GROSS UNITS PER ACRE: 23.00  
 NET UNITS PER ACRE: 25.03

**SITE PLAN**

SP-1, 11/12/2024 PM, 5p

- REVISIONS:**
- 1 DATA TABLE REV. 8-13-14
  - 2 PARKING REV. 8-13-14
  - 3 F.H. RELOC. 8-13-14
  - 4 POOL RELOC. 8-13-14
  - 5 BUS STOP RELOC. 8-13-14
  - 6 PARKING LAYOUT REV. 10-01-14 SP
  - 7 NOTE REVISION 10-01-14 SP
  - 8 STREET PARKING 11-06-14 SP

**SOUTHEAST ARCHITECTS SERVICES, INC.**  
 4310 WEST BROWARD Blvd. Ft. Lauderdale, FL 33317  
 (954) 797-2821 • FAX (954) 797-2847  
 LIC. # AC-001965



**"THE VILLAGE II" at LAKE OSBORNE**  
 2340 LAKE WORTH ROAD  
 LAKE WORTH, FL 33461

DRAWN: ALEX F  
 DATE: 11-06-14  
 PROJECT NUMBER: 8-13  
 SHEET NUMBER:

**SP-1**  
1 OF 4

SCALE: 1" = 30'



## 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, JANUARY 20, 2015- 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:**
3. **PLEDGE OF ALLEGIANCE:**
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Board of Trustees Employees Pension Fund Update
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
10. **PUBLIC HEARINGS:**
11. **UNFINISHED BUSINESS:**
12. **NEW BUSINESS:**
  - A. Ordinance 2015-XX - First Reading - rename Chapter 18 to "Water Utilities" and provide for the administration of the Water and Sewer Systems; and schedule the public hearing date for February 3, 2015
  - B. Agreement with Burton Associates for a Comprehensive Integrated Financial Sustainability Analysis for the City 2015/16 Budget

**13. LAKE WORTH ELECTRIC UTILITY:**

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

**B. PUBLIC HEARING:**

**C. UNFINISHED BUSINESS:**

- 1) Agreement with MR Valuation Consulting, LLC for Fair Market Value Appraisal of Electric Utility System; rescheduled from the December 2, 2014, Commission meeting
- 2) Agreement with Willdan Financial Services, Inc. for Economic and Financial Valuation of Electric Utility System, rescheduled from the December 2, 2014, Commission meeting

**D. NEW BUSINESS:**

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

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

A. February 3, 2015 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.