



CITY OF LAKE WORTH

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

**AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 03, 2015 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Pastor Ray Stenersen, Apostolic Lutheran Church of Lake Worth
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Christopher McVoy
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Proclamation declaring March 2015 as Ethics Awareness Month
 - B. Planning and Zoning Board update
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
 - A. City Commission Meeting - January 20, 2015
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Resolution No. 07-2015 amend the City's Canvassing Board
 - B. Variance Agreement with Michael Paul Lewis to allow brick pavers on a driveway, walkway and City right-of-way at 516 North L Street
 - C. Contract with the Florida Department of Corrections for use of inmate labor to provide landscape duty service
 - D. Restrictive Covenant for the Community Redevelopment Agency's Cultural facilities grant

Agenda Date: February 3, 2015 Regular Meeting

E. General Release Agreement with Jaclyn Wagman and Jason Shultz

10. PUBLIC HEARINGS:

A. Ordinance No. 2015-02 - First Reading and First Public Hearing - amend the Comprehensive Plan to include a water supply plan and amend various elements and schedule the second public hearing date for March 17, 2015

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

A. Ordinance 2015-03 - First Reading - amend Chapter 18 to address all City utilities with specific provisions for water, sewer and stormwater and schedule the public hearing date for February 17, 2015

13. LAKE WORTH ELECTRIC UTILITY:

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

1) Update on the electric utility system

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

C. **PUBLIC HEARING:**

D. **NEW BUSINESS:**

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. February 17, 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, March has been declared National Ethics Awareness Month at the national, county, and municipal levels; and

WHEREAS, ethics is a set of values that consistently guides our behavior and, as applied to government, it is essential to the proper conduct and operation of the government that public officials be independent and impartial so that their actions can easily be seen to encompass ethical behaviors consistent with established standards of conduct as they provide important governmental services; and

WHEREAS, Palm Beach County was identified as a leader in ethics reform and received a national award for its focus on the importance of ethics and has implemented the Palm Beach County Code of Ethics through the continued partnership and support of all thirty-eight municipalities which have adopted it countywide through referendum; and

WHEREAS, the City of Lake Worth challenges and invites all residents and community leaders to join in learning more about the ethics movement in Palm Beach County and to strive for ethical actions in all aspects of their daily life.

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

March 2015
as
Ethics Awareness Month

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida, to be affixed this 3rd day of February, 2015.

Pam Triolo, Mayor

ATTEST:

Pamela J. Lopez, City Clerk



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AGENDA DATE: February 3, 2015, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE: Planning and Zoning Board update

SUMMARY:

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

BACKGROUND AND JUSTIFICATION:

The Board members review and approve site plans for three-units or more of residential development and all commercial development. The members also review community appearance and have the ability to grant variances from the Lake Worth Zoning Code. The members also serve as the Board of Sign Appeals and Nuisance Abatement Board. The members serve three-year terms. Last update from the Planning and Zoning board was on August 19, 2014.

MOTION:

Not applicable

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

City of Lake Worth P&Z Board Update

Greg Rice, P&Z Board Chair
Chair Update to City Commission
February 3 2015

Meeting Summary

- › Sept 2014- Jan 7 2015
- › Meetings (Sept 2014 to Jan 2015)
- › Regular Meetings: 5
- › Special Meetings: 1

Planning & Zoning Board Powers and Duties

- › Advisory: Recommend to the Commission
 - › Comprehensive Plan Amendments
 - › Zoning Regulation Changes
 - › Annexations
- › Decision Making: Approve, Quasi-Judicial Hearing Process
 - › Major Site Plan Reviews for Commercial Development
 - › Conditional Land Use
 - › Variances
- › Consider Appeals

P&Z Board Review Summary

- › Advisory Decisions Sept 2014 - Jan 2015
- › Comprehensive Plan Amendments:
 - a. Park of Commerce Annexation
 - b. City's 10-Year Water Supply Plan
- › LDR Text Amendment: 1
- › Residential Planned Development (RPD): 1

Land Development Regulations

- ▶ Purpose of Changes to LDRs/Text Amendment:
 - Clear Concise Consistent Language
 - Necessary to support and encourage development which is appropriate for Lake Worth
 - Additional Updates to Language identified when new regulations were in place

Approval Summary

- ▶ **COMMERCIAL DEVELOPMENT**
 - ▶ Major Site Plan Approvals

P&Z Board Review Summary (cont.)

- ▶ Approvals/ Quasi-Judicial Proceedings for Commercial Development Projects:
 - ▶ Major Site Plan Reviews: 8
 - ▶ Conditional Land Uses: 8
 - ▶ RPDs: 1 (Village of Lake Osborne II)

Waterville: 75 Townhome Units; 10th Ave N. & Boutwell Rd
Unit Size: 3 Bedroom/1700-1800 sq. ft.
Target Market: Mid \$200,000
PZB Approval: Jan 2015

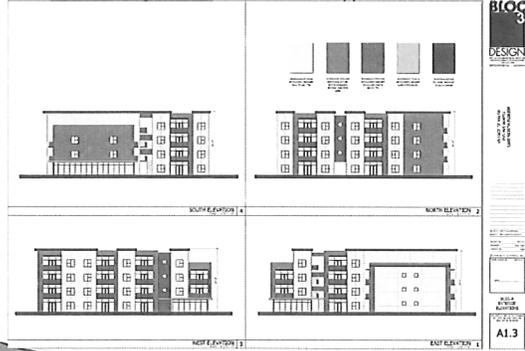


Waterville Townhome Community
Lake Worth, Florida

Lucente: 23 Townhome Units; 114 NJ St
Unit Size: 3 Bedroom/1500 -2200 sq. ft.
Target Market: Mid \$200,000
PZB Approval Date: Dec 2014



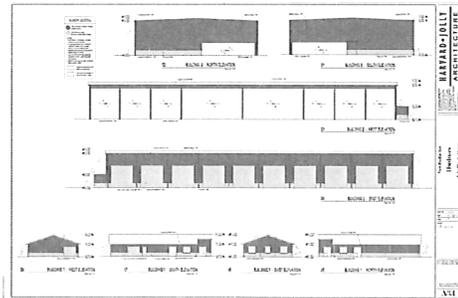
Village of Valor; 2nd Ave North: LWPOC; Veterans' Housing & Support Svcs.
104 Dwelling Units plus Accessory Office Use; +/- 150,000 sq. ft. Under Air
Estimated Project Value: \$16 million PZB Approval: Nov 2014



Village at Lake Osborne II, RPD; 2430 Lake Worth Road
118-Unit, Market Rate Apts;
PZB Recommendation/Commission Approval Jan 2015
Estimated Project Value: \$13 million (Sister Project to Village at Lake Worth)



Hardrives Site: NW Corner Boutwell Rd. & 4th Ave N.
LWPOC
+/- 25,000 sq. ft. Warehouse Bldg. & 3,000 sq. ft. Admin Bldg.
Estimated Project Value: \$2.6 million PZB Approval: Nov 2014

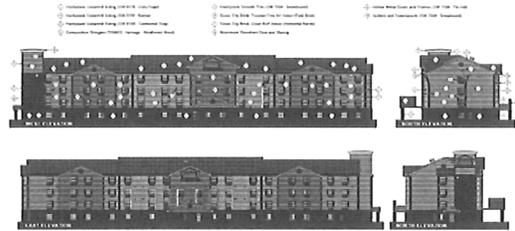


APPROVALS

▶ DEVELOPMENT PROJECTS

▶ STATUS UPDATE

Value Place Hotel: 10th Ave N
 4-Story, 46,492 Sq. Ft. Hotel w/124 guest rooms
 Permit Value: \$5,700,000 PZB Approval Date: May 2014;
 Project Status: Permits Issued; Lot Clearing Underway

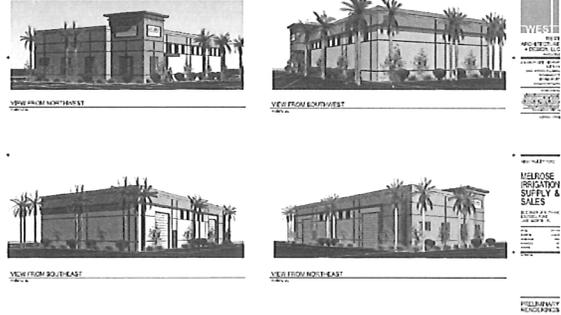


VALUE PLACE HOTEL
 WOODBERT
 10TH AVENUE NORTH LAKE WORTH, FL
 DATE: May 13, 2014
 TYPICAL ELEVATIONS

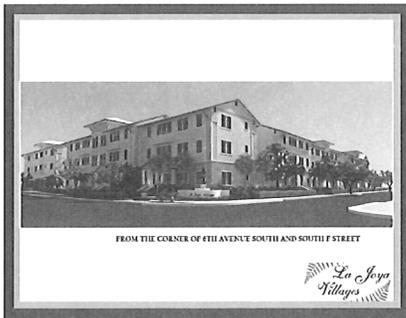
The Village at Lake Worth, RPD; 2220 Lake Worth Rd.
 216 Unit; 1, 2, & 3 Bedroom Market Rate Apts;
 PZB Recommendation/Commission Approval: June 2013
 Permit Value: \$15.8 million; Project Status: Nearing Completion



MELROSE IRRIGATION: 3540 Boutwell Rd; LWPOC:
 5,000 sq ft. Commercial Space; Project Value: \$375,000
 PZB Approval Date: May 2014. Project Status: COMPLETED



La Joya - 6th Ave South & South 'F' St.
55-Unit Affordable Housing Apts.
PZB Recommendation/Commission Approval: April 2013
Project Value \$10 million; Project Status: Estimated Completion: Mar 2015



Miscellaneous Items: January 2015 Meeting

- Annual Ethics Review Training
- Decision Making Training:
 - *LDRs & Establishing a Basis for Decisions*
- P&ZB Officers: Greg Rice, Chair
- Dean Sherwin, Vice-Chair
- P&ZB Members: Anthony Marotta; Elise LaTorre;
 - Cindee Brown; Mark Humm; and Dustin Zacks



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AGENDA DATE: February 3, 2015, Regular Meeting

DEPARTMENT: City Clerk

EXECUTIVE BRIEF

TITLE:

Resolution No. 07-2015 amend the City's Canvassing Board

SUMMARY:

The Resolution appoints new members to serve on the City's 2015 Municipal Election Canvassing Board.

BACKGROUND AND JUSTIFICATION:

On January 6, 2015, the City Commission approved Resolution No. 02-2015 designating the City's Canvassing Board and amended agreement with the Palm Beach County Supervisor of Elections for vote processing equipment use and election services. Shortly thereafter, the County Supervisor of Elections notified the City that she is declining to serve on the City's Canvassing Board. It was also learned that a Palm Beach County Commissioner does not serve on municipal canvassing boards.

Responsibilities of a Municipal Canvassing Board include: comparing the number of write-in ballots with the votes cast on the ballot, count the number of absentee and provisional ballots, compare the signature of the elector to determine the legality of an absentee or provisional ballot, examine the tabulation of the ballots cast and determine whether the returns correctly reflect the votes cast, and conduct a recount.

This Resolution appoints the City Clerk or her designee, Community Redevelopment Agency Chairperson or his designee, and an attorney practicing law in Palm Beach County or his/her designee to serve as members of the City's Canvassing board for the Municipal General Election scheduled on Tuesday, March 10, 2015, Run-Off Election, if necessary, scheduled on Tuesday, March 24, 2015, and all Special Elections during the 2015 calendar year.

MOTION:

I move to approve/disapprove Resolution No. 07-2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Resolution

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RESOLUTION NO. 07-2015 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE CITY’S CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 6, 2015, the City Commission approved Resolution No. 02-2015 designating the City’s Canvassing Board and amended agreement with the Palm Beach County Supervisor of Elections for vote processing equipment use and election services; 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, on January 6, 2015, the City Commission appointed the Palm Beach County Supervisor of Elections, or her designee, one Palm Beach County Commissioner, and designated the City Clerk and, if necessary, the Records and Information Manager to serve as members of the City’s Canvassing Board; and

WHEREAS, the Palm Beach County Supervisor of Elections has declined to serve on the City’s Canvassing Board and a Palm Beach County Commissioner does not serve on municipal canvassing boards; and

WHEREAS, the City Commission hereby amends its City Canvassing Board to appoint the City Clerk or her designee, Community Redevelopment Agency Chairperson or his designee, and an attorney practicing law in Palm Beach County or his/her designee to serve as members of the City’s Canvassing Board.

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

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

Section 2. The City Commission hereby appoints the City Clerk or her designee, Community Redevelopment Agency Chairperson or his designee, and an attorney practicing law in Palm Beach County or his/her designee to serve as members of the City’s Canvassing Board for the Municipal General Election scheduled for Tuesday, March 10, 2015, Run-Off Election, if necessary, scheduled for Tuesday, March 24, 2015, and all Special Elections during the 2015 calendar year.

51 Section 3. This resolution shall become effective upon its adoption

52

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

56

57 Mayor Pam Triolo
58 Vice Mayor Scott Maxwell
59 Commissioner Christopher McVoy
60 Commissioner Andy Amoroso
61 Commissioner John Szerdi

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63 The Mayor thereupon declared this Resolution duly passed and adopted
64 this 3rd day of February, 2015.

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LAKE WORTH CITY COMMISSION

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By: _____
Pam Triolo, Mayor

70

71 ATTEST:

72

73

74 _____
Pamela J. Lopez, City Clerk



CITY OF LAKE WORTH

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AGENDA DATE: February 3, 2015, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Variance Agreement with Michael Paul Lewis to allow brick pavers on a driveway, walkway and City right-of-way at 516 North L Street

SUMMARY:

The Agreement will allow for the encroachment of brick pavers into the City right-of-way and protect the City from any future liability.

BACKGROUND AND JUSTIFICATION:

Per the City Code, Section 19-26(d), all driveway approaches and walkways are to be constructed of six inch concrete unless a variance stating otherwise is allowed by the Building Official. Based on the requirements, Public Services Staff does not recommend approval of pavers because it is not financially beneficial to the City due to the required maintenance over the life of the paver section.

On January 12 2015, the Building Official authorized the variance; however, in order to protect the City from any liability (or if the City needs to remove the pavers for future work or any other reason), a variance agreement will hold the City harmless and not require replacement of the pavers in the right-of-way. Upon completion of any improvements in the right-of-way, the City would then perform a repair with concrete or the pavers could be reinstalled at the owner's expense.

MOTION:

I move to approve/not approve a Variance Agreement for Michael Paul Lewis.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
Agreement

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

VARIANCE AGREEMENT

THIS VARIANCE AGREEMENT (hereafter "Agreement") is made and entered into this ____ day of _____, 2014, by and between Property Owner Michael Paul Lewis, (hereafter the "OWNER") and the CITY OF LAKE WORTH, a municipal corporation under the laws of the State of Florida (hereafter "CITY").

WITNESSETH:

WHEREAS, the OWNER is a fee simple owner of the property legally described as follows:

Lots 7, 8, 9 and 10, Block 156, in the TOWNSITE OF LUCERNE, according to the Palm Beach Farms Company, Plat No. 2, recorded in Plat Book No. 2, Pages 29 to 40, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida (The Townsite of Lucerne is now known as Lake Worth.) (P.C.N. 38-43-44-21-15-156-0070)

more commonly known as 516 N. L Street, Lake Worth, Florida (the "Property" hereafter); and

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

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

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

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

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

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

WHEREAS, the CITY finds that the OWNER'S Driveway and Walkway are not unduly injurious to contiguous property or the surrounding neighborhood or otherwise detrimental to the public welfare; and

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

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

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

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

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

5. The OWNER further agrees that he shall remove and/or reconstruct, at his own expense, the Driveway and Walkway from the CITY's right of way within thirty (30) days written notice from the CITY to remove, reconstruct and/or restore the Driveway and Walkway.

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

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

8. The CITY shall provide all notices required under this Agreement to the OWNER via hand-delivery or certified mail (return receipt requested) to the Property's physical address as set forth above. Said notice shall be effective on the date of delivery.

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

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

CITY OF LAKE WORTH

Reviewed and approved for execution:

By: *Luis Martinez*
Luis Martinez, Building Official

Approved as to form and legal sufficiency:

By: *Glen Torcivia*
Glen Torcivia, City Attorney

PROPERTY OWNER

Michael Paul Lewis
Michael Paul Lewis, Owner

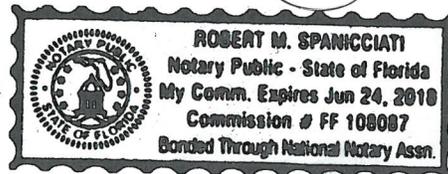
Michelle Harcon
Signature of Witness

Printed Name: *Michelle Harcon*

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

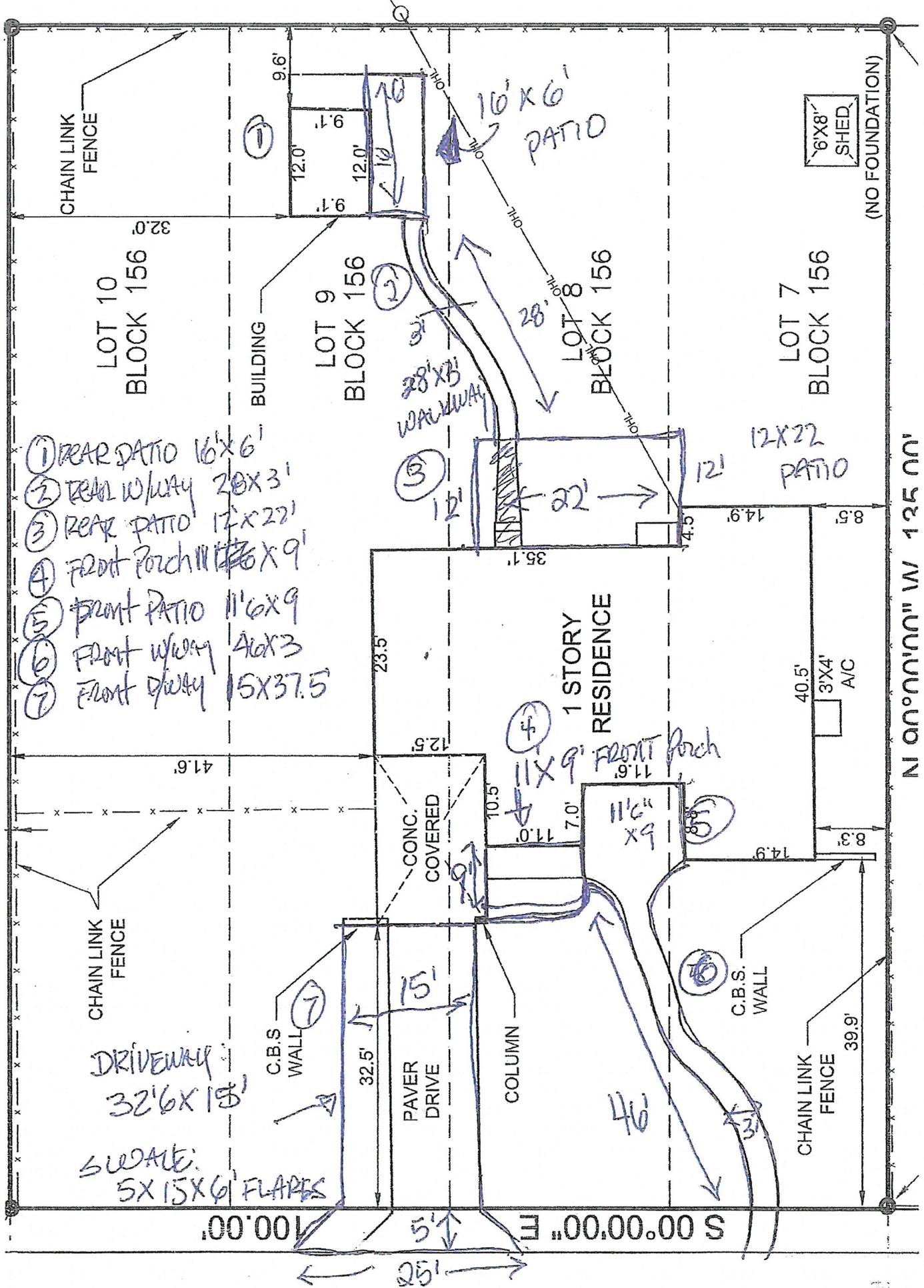
The foregoing instrument was acknowledged before me this 7 day of JAN, 2015 by Michael Paul Lewis, who is personally known to me] or who has produced as identification.

Notary *Robert M. Spanicciati* 1-7-15
Printed Name of Notary



VARIANCE AGREEMENT
516 N. L St., LAKE WORTH, FL 33460
PAGE 6 of 6

EXHIBIT A – COPY OF SURVEY ATTACHED



- ① REAR PATIO 16'x6'
- ② REAR W/WAY 28'x3'
- ③ REAR PATIO 12'x22'
- ④ FRONT PORCH 11'6" x 9'
- ⑤ FRONT PATIO 11'6" x 9'
- ⑥ FRONT W/WAY 4'6" x 3'
- ⑦ FRONT DRIVEWAY 15' x 37.5'

CHAIN LINK FENCE

LOT 10
BLOCK 156

BUILDING

LOT 9
BLOCK 156

LOT 8
BLOCK 156

LOT 7
BLOCK 156

6'x8' SHED
(NO FOUNDATION)

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④

③

⑥

⑦

DRIVEWAY
32'6" x 15'

SWALE
5' x 15' x 6' FLAPES

PAVER DRIVE

COLUMN

1 STORY RESIDENCE

FRONT PORCH

C.B.S. WALL

CHAIN LINK FENCE

S 00°00'00" E 100.00'

N 00°00'00" W 135.00'

100.00'

25'

46'

39.9'

12.5'

35.1'

23.5'

10.5'

7.0'

11.0'

11.6'

11.6'

7.0'

11.0'

5.1'

5.1'

9.1'

12.0'

12.0'

9.1'

9.6'

12'

4.5'

12'

12'

14.9'

14.9'

8.3'

8.3'

14.9'

8.5'

40.5'

12'

12'

9.1'

12.0'

12.0'

9.1'

9.6'

12'

4.5'

12'

12'

14.9'

14.9'

8.3'

8.3'

14.9'

8.5'

40.5'

12'

12'



CITY OF LAKE WORTH

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AGENDA DATE: February 3, 2015, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Contract with the Florida Department of Corrections for use of inmate labor to provide landscape duty service

SUMMARY:

The Contract will provide landscape duty assistance to the Grounds Division throughout the city. The City has been in contract with the Florida Department of Corrections since 2001.

BACKGROUND AND JUSTIFICATION:

At the City Commission Meeting on March 5, 2013, the Commission approved the current contract between the City of Lake Worth and the Florida Department of Corrections (DOC) to provide for the use of inmate labor in work programs under the supervision of the Department's staff.

- Florida Department of Corrections is the sole source of inmate labor.
- New one (1) year contract (WS965) would begin on April 20, 2015 in the amount of \$57,497.00. It may be renewed for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department.
- The Inmate work squad consists of up to seven inmates plus a Florida DOC Guard/Supervisor. Their scope of services consists of:
 - Ø City Alley/utility Right of Way's
 - Ø I-95 interchanges at both 10th Avenue North and 6th Avenue South
 - Ø Roadway clearing at the North Landfill, perimeter trimming at the South Landfill, and ancillary ball fields
 - Ø Assist during storms and other emergencies if requested by the Grounds Division
 - Ø Assist in other projects as needed by the Grounds Division

The work squad will be available five days per week throughout the year, except when DOC guard is on vacation or sick and would continue to be overseen by the City's Grounds Maintenance Division.

MOTION:

I move to approve/disapprove Contract #WS965 in an amount not to exceed \$57,497.00 between the Florida Department of Corrections and the City of Lake Worth.

ATTACHMENT(S):

Fiscal Impact Analysis

Florida Department Contract # WS965

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	28,748.50	28,748.50	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	28,748.50	28,748.50	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:

Account #	Account Name	FY2015 Budget	Current Balance	Agenda Item Expenditure	Balance Remaining
001-5040-519.34-50	Grounds Maintenance Contractual Services	\$180,000	\$41,868.65	\$28,748.50	\$13,120.15
Account #	Account Name	FY2016 Budget	Current Balance	Agenda Item Expenditure	Balance Remaining
001-5040-519.34-50	Grounds Maintenance Contractual Services	\$180,000 Estimated	Not Avail	\$28,748.50	Not Avail

C. Department Fiscal Review: _JB/Pub Serv_

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF LAKE WORTH

This Contract is between the Florida Department of Corrections (“Department”) and City of Lake Worth ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department’s staff;

WHEREAS, City of Lake Worth is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

- A. This Contract shall begin on April 20, 2015 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or April 19, 2016, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

- B. Contract Renewal

This Contract may be renewed, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency’s initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to seven (7) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Jamie Brown, Public Services Director
City of Lake Worth
1749 3rd Ave. South
Lake Worth, Florida 33460
Telephone: (561) 586-1720

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Martin Correctional Institution
1150 S.W. Allapattah Road
Indiantown, Florida 34956
Telephone: (772) 597-3705

B. Department's Contract Administrator

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Jamie Brown, Public Services Director
City of Lake Worth
1749 3rd Ave. South
Lake Worth, Florida 33460
Telephone: (561) 586-1720
E-Mail: jbrown@lakeworth.org

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF LAKE WORTH

Approved as to form and legal sufficiency.

SIGNED BY: _____

SIGNED BY: 

NAME: _____

NAME: Glen J. Torcivia, City Attorney

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: _____

SIGNED BY: _____

NAME: **Julie L. Jones**

NAME: **Jennifer A. Parker**

TITLE: **Secretary
Department of Corrections**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

DATE: _____

Addendum A

**Inmate Work Squad Detail of Costs for City of Lake Worth
Interagency Contract Number WS965 Effective April 20, 2015**

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

Per Officer Annual Cost	Total Annual Cost
----------------------------	----------------------

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

	# Officer: Multiplier			
Officers Salary	1	\$ 54,194.00	**	\$ 54,194.00
Salary Incentive Payment		\$ 1,128.00		\$ 1,128.00
Repair and Maintenance		\$ 121.00		\$ 121.00
State Personnel Assessment		\$ 354.00		\$ 354.00
Training/Criminal Justice Standards		\$ 200.00		\$ 200.00
Uniform Purchase		\$ 400.00		\$ 400.00
Uniform Maintenance		\$ 350.00		\$ 350.00
Training/Criminal Justice Standards *		\$ 2,225.00		
TOTAL - To Be Billed By Contract To Agency		\$ 58,972.00		\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

Number Squads	Total Annual Cost
------------------	----------------------

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

1	<u>\$ 750.00</u>
TOTAL - To Be Billed By Contract To Agency	<u>\$ 750.00</u>

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

Addendum A
**Inmate Work Squad Detail of Costs for City of Lake Worth
 Interagency Contract Number WS965 Effective April 20, 2015**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

		Per Unit Cost	Number of Units
Hand Held Radio	MACOM	\$4969.00	
Vehicle Mounted Radio	MACOM	\$5400.00	1
TOTAL Operating Capital To Be Advanced By Agency			

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
 (Total of Sections V. and VI.)**

\$57,497.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Lake Worth
Interagency Contract Number WS965 Effective April 20, 2015

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



CITY OF LAKE WORTH

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

AGENDA DATE: February 3, 2015, Regular Meeting

DEPARTMENT: City Attorney

EXECUTIVE BRIEF

TITLE:

Restrictive Covenant for CRA Cultural Facilities Grant (Shuffleboard Courts facility)

SUMMARY:

CRA's Cultural Facilities Grant Agreement with the Florida Department of State requires the City to approve a 10-year restrictive covenant for the Shuffleboard Courts facility to ensure the facility will be used as a "cultural facility" under the Agreement.

BACKGROUND AND JUSTIFICATION:

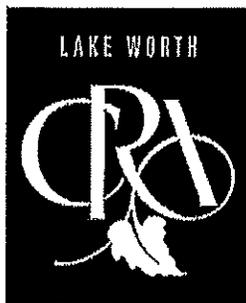
On June 11, 2013, the City approved a lease agreement with the CRA for use of the Shuffleboard Courts Community Center as an arts and cultural center. The lease was based on the CRA's application for a Cultural Facilities grant from the Florida Department of State, Division of Cultural Affairs, for a \$150,000. If awarded, the grant funds are to be used by the CRA to renovate the Shuffleboard Courts facility. The City Commission approved the lease for a period of 10 years from the date of the grant award. On November 18, 2014, the CRA approved the Cultural Facilities Grant Agreement; however, the grant agreement requires the property owner to agree to a 10-year restrictive covenant on the facility to ensure it is used as a "cultural facility" under the Agreement. Since the lease to the CRA is for the same time frame, City staff recommends approval of the restrictive covenant.

MOTION:

I move to approve/not approve the Restrictive Covenant for the Cultural Facilities Grant and direct the Mayor, two witnesses and a notary to execute the same.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable
CRA agenda memo and Cultural Facilities Grant



LAKE WORTH
COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH J STREET, SUITE 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550

Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice-Chair and Members of the Board
FROM: Joan C. Oliva, Executive Director
DATE: November 18, 2014
SUBJECT: Cultural Facilities Grant

EXPLANATION:

Last year, the CRA applied for, and received a grant from the State of Florida, Cultural Affairs Division in the amount of \$150,000. Funding from the grant will renovate the City-owned Lake Worth Arts Center (fka Shuffleboard building) and will include such improvements as a raised ceiling, new ductwork, painting both the inside and outside of the building, improved lighting and the addition of movable walls. See Exhibit "A" for draft renderings. This was a matching grant with cash and in-kind contributions coming from both the City and the CRA in addition to local artists, contractors, Palm Beach Fire Rescue and the Cultural Council.

An agreement (Exhibit "B") has been produced by the State and reviewed by David Tolces, our CRA attorney. The agreement includes the approved scope of work, information about repayment and necessary audits and a restrictive covenant. In essence, the building must be used as an Arts Center or "Cultural Facility" for at least ten years and continue to be owned by the City. If the City is sold or used for a purpose other than one related to "Culture," the grant money must be repaid.

As a reminder, earlier this year, the City leased the building to the CRA in the hopes that the CRA, through the LULA program, could issue an RFP and sub-lease the facility to an arts-related group, building upon the success of the Urban Arts Lofts and the CRA's strategy to use art and culture as a redevelopment tool. The CRA was successful and attracted a proposal from the Armory Arts Center. Since the fall of 2014, the Armory Arts Annex has been holding classes at the building and working closely with CRA Staff on future exhibitions and events.

REQUEST:

Staff recommends that the Board authorize the Chair to execute the agreement between the State of Florida and the CRA.

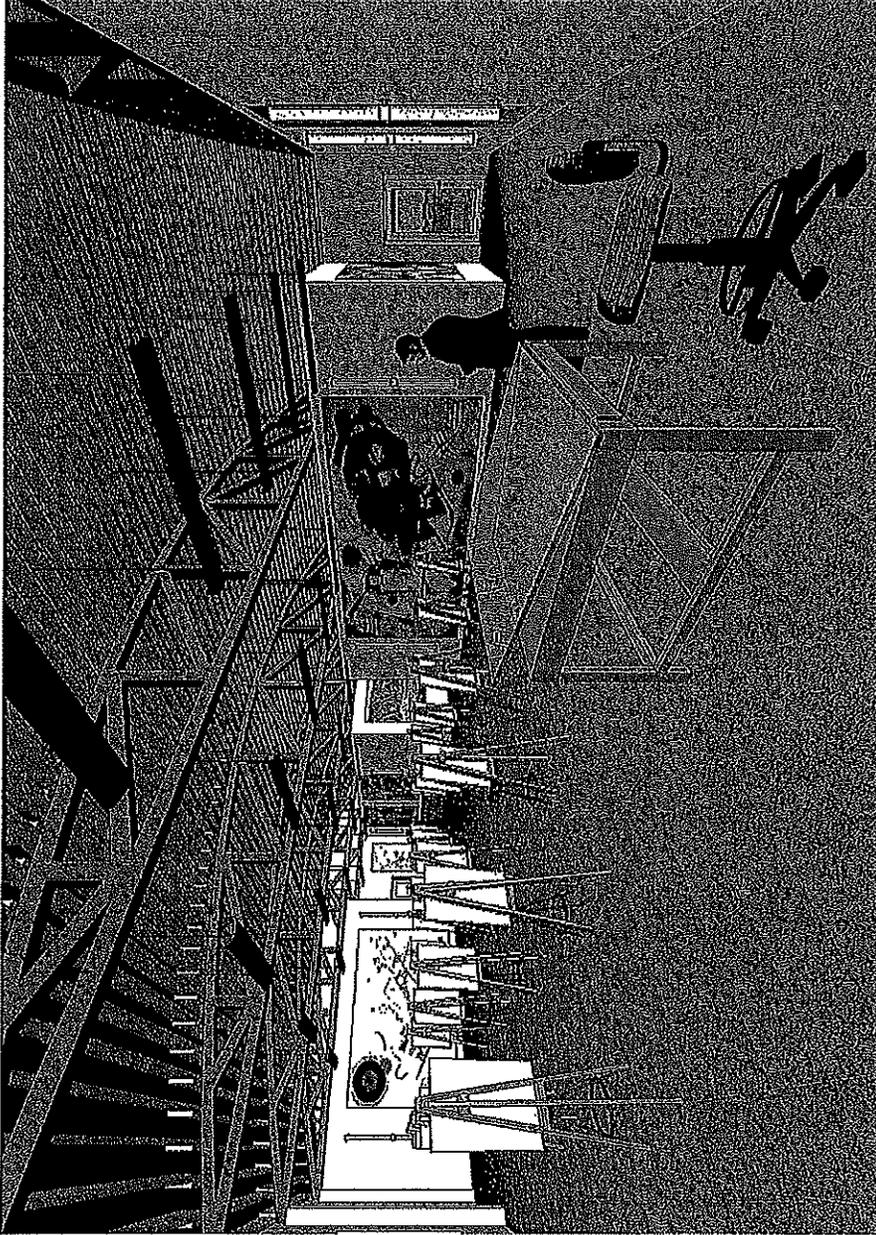


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REGISTERED PROFESSIONAL ARCHITECT, FLORIDA

City of Lake Worth
Florida
Public Arts Display

Exhibit "A"



INTERIOR CONCEPT - LAKE WORTH ARTS CENTER

**AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY**

This Agreement is by and between the State of Florida, Department of State, Division of Cultural Affairs hereinafter referred to as the "Division," and the **Lake Worth Community Redevelopment Agency**, hereinafter referred to as the "Grantee."

The Grantee has been awarded a Cultural Facilities Grant (CSFA 45.014) by the Division, grant number 15.9.200.590 for the project "Lake Worth Arts Center," in the amount of \$150,000. Funds for this grant have been appropriated in the FY 2014-2015 General Appropriations Act on line 3146A. The Division has the authority to administer this grant in accordance with Section 265.701, *Florida Statutes*.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Lake Worth Arts Center," project, the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Lake Worth Arts Center will renovate a city-owned building in the heart of the redevelopment area to allow for classes, workshops, gallery space and sales. All tasks associated with the renovation, as outlined in the Project Description (See Attachment A), will be performed by June 1, 2016. All project work will be completed under the supervision of a licensed architect or licensed contractor.

b) The Grantee agrees to provide the following **Deliverables and Performance Measures** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/ Task 1:

- Payment 1 will be cost reimbursement. The Grantee will have completed at least 30 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1), showing at least 30 percent of the project completed.

Payment 2, Deliverable/ Task 2:

- Payment 2 will be cost reimbursement. The Grantee will have completed at least 60 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1), showing at least 60 percent of the project completed.

Payment 3, Deliverable/ Task 3:

- Payment 3 will be cost reimbursement. The Grantee will have completed 100 percent of the project prior to this payment. The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent (See Appendix 1), showing 100 percent of the project completed, including all retainage amounts paid. The performance measure documenting satisfactory completion of Deliverables will be submission and acceptance of a Final Cultural Facilities Report form (See Section 11) that certifies that all project funds have been expended and the project has been closed out.
- c) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and entitled Attachment C). All expenditures for this agreement shall be in accordance with this budget (Attachment C).
- d) **Change Orders.** Should grant expenditures exceed the budgeted grant amount for any work item by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.
2. **Length of Agreement.** This Agreement shall begin on **July 1, 2014**, and shall end **June 1, 2016**, unless terminated in accordance with the provisions of Section 36 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Cultural Affairs:

Elsie Rogers, Grants Manager
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6483
Facsimile: 850.245.6454
Email: Elsie.rogers@dof.myflorida.com

For the Grantee:

Joan C. Oliva, Executive Director
"Lake Worth Arts Center,"

29 South "J" Street
Lake Worth, Florida 33460
Phone: 561.493.2550
Facsimile: 531.493.2549
Email: joliva@lakeworth.org

4. **Required Information Needed with Return of Signed Agreement.** Prior to the disbursement of funds, the Grantee must provide the following with the return of the signed Agreement.
 - a) Signed Grant Award Agreement which details the Scope of Work and Deliverables.
 - b) Legal Description of the Property. The Grantee has provided and attached the legal description of the property on which the cultural facility is or will be located, (which is incorporated as part of this Agreement and entitled Attachment B).
 - c) Choose to Record a Restrictive Covenant or Purchase a Surety Bond. The Grantee has provided documentation that the Restrictive Covenant has been recorded with the Clerk of the Circuit Court of the county where the property is located, or provided a Surety Bond. (See Section 20 and 21)
 - d) Corporate Nonprofit Status. The Grantee must provide a copy of the corporations' not-for-profit status and continue to maintain its not-for-profit eligibility, as a public entity or a tax-exempt Florida corporation, for the duration of the Restrictive Covenant or Surety Bond.
 - e) Historic Preservation Review. The Grantee must submit the confirmation received from the Bureau of Historic Preservation regarding the historical significance of the property. Applies if structures are 50 years or older. (See Section 22)
 - f) Submit a copy of the Grantee's Florida Substitute Form W-9. (See Section 7)
5. **Grant Payments.** All grant payments are requested by submitting Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (See Appendix 1). The total grant award shall not exceed \$150,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) The first payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 1.
 - b) The second payment will be cost reimbursement. Payment will be made in accordance with the completion of Deliverable 2.
 - c) The third payment will be cost reimbursement. Payment will be made in accordance with the completion of the Deliverable 3.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit <http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf>. This page also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <https://flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted with the executed Agreement.**

8. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by submitting a Cultural Facilities Grant Amendment Request form to the Division. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement. The Cultural Facilities Grant Amendment Request form is available on the Division's online grant system.

9. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a) First payment will be withheld if Deliverables are not satisfactorily completed.
 - b) Second payment will be withheld if Deliverables are not satisfactorily completed.
 - c) Third payment will be withheld if Deliverables are not satisfactorily completed.

10. **Encumbrance of Funds.** Encumbrance Period is between July 1, 2014 and June 30, 2015, during which state dollars must be obligated to pay for project expenses. To encumber means to have a signed contract with an architect or contractor for the expenditure of all grant and matching funds. All grant funds must be encumbered under the terms of a binding contractual agreement by **June 30, 2015**, except as allowed below.
 - a) **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that full encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the

Department no later than fifteen (15) days prior to the encumbrance deadline indicated above. The maximum extension of the encumbrance period shall be thirty (30) days.

11. Grant Reporting Requirements. The Grantee must submit the following reports to the Division, using the Cultural Facilities Progress Report form. The Cultural Facilities Progress Report form is available on the Division's website at <http://dos.myflorida.com/media/31252/culturalfacilitiesreportform.pdf>

- a) **First Project Progress Report** is due by January 31, 2015, for the period ending December 31, 2014.
- b) **Second Project Progress Report** is due by July 31, 2015, for the period ending June 30, 2015.
- c) **Third Project Progress Report** is due by January 31, 2016, for the period ending December 31, 2015.
- d) **Final Report.** The Grantee must submit a Final Report to the Division by July 15, 2016.

12. Matching Funds. Matching funds must meet the following requirements:

- a) Be directly related to the specific construction or renovation work described in the Project Description and detailed in the Estimated Project Budget.
- b) May not consist of general operating expenses as described in Section 10 of this agreement.
- c) Be clearly accounted for by documentation maintained at the Grantee's office.
- d) May not consist of state dollars from any source.
- e) May not consist of matching funds claimed for any other state grant.
- f) May have been expended prior to July 1, 2014, as long as the expenditures are clearly a part of this grant project, as described in the Project Description and detailed in the Estimated Project Budget.
- g) If the Grantee's total support and revenue for the last completed fiscal year is \$1,000,001 or more, the Grantee must provide not less than \$2.00 in matching funds for every \$1.00 of state funds received under this Agreement.
- h) If the Grantee's total support and revenue for the last completed fiscal year is less than \$1,000,001, the Grantee must provide not less than \$1.00 in matching funds for every \$1.00 of state funds received under this Agreement.
- i) Documentation of in-kind contributions must substantiate fair market value.
- j) The matching requirement for grants for Rural Economic Development Initiative (REDI) counties or communities designated in accordance with Section 288.0656, *Florida Statutes*, and approved for reduction in accordance with Section 288.06561, *Florida Statutes*, by the application deadline is \$1.00 in matching funds for every \$1.00 of state funds received under this Agreement.

13. Grant Completion Deadline. The grant completion deadline is **June 1, 2016**. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 120 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 14 of this Agreement.

14. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

15. Credit Line(s) to Acknowledge Grant Funding. All construction projects shall display a project identification sign in a prominent location at the Project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and shall contain the following acknowledgment of grant assistance:

- a) "This project is sponsored in part by the Department of State, Division of Cultural Affairs, the Florida Council of Arts and Culture and the State of Florida" (Section 286.25, Florida Statutes).
- b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project signs are not allowable project costs.

16. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures, which are incorporated by reference and are available online at http://www.myfloridacfo.com/aadir/reference_guide/. In addition, the following are not allowed as grant or matching expenditures:

- a) General operating expenses (including but not limited to salaries, travel, personnel, office supplies, mortgage, rent, operating overhead, indirect costs, etc.).
- b) Costs incurred in writing or submitting this grant application.
- c) Costs for lobbying or attempting to influence federal, state or local legislation, the judicial branch, or any state agency.
- d) Costs for planning, which include those for preliminary and schematic drawings, and design development documents necessary to carry out the project.
- e) Costs for bad debts, contingencies, fines and penalties, interest, and other financial costs.
- f) Costs for travel, private entertainment, food, beverages, plaques, awards, or scholarships.

- g) Projects which are restricted to private or exclusive participation, including restriction of access to programs on the basis of sex, race, religion, creed, national origin, disability, age, or marital status.
- h) Re-granting, contributions, and donations.
- i) Costs that are paid prior to the execution of the Grant Award Agreement and for which reimbursement is requested, or after June 1, 2016.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.

18. Repayment. All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Elsie Rogers, Division of Cultural Affairs, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Unrestricted Use and Access. The Grantee must maintain Unrestricted Use of the land and buildings associated with the Cultural Facility for a minimum of 10 years following the Grant Award (Grant Award means the date on which the Grant Award Agreement is fully executed).

- a) **Lease of Land and Buildings.** If the land and buildings are leased, the Division may, from time to time, require certification from the Grantee or the property owner that the lease is in full force and effect, that it has not been modified or terminated, and that the Grantee is not in default of the lease (or in the case of an owner, documentation of ownership is required). Failure to provide such certification will constitute a default hereunder, which will give the Division the right to terminate this Agreement and demand the return of all or a part of any funds already delivered, and/or to withhold funds from subsequent grants.
- b) **Retaining Ownership of Land and Buildings.** The owner of land and building(s) must retain ownership of the land and buildings, along with improvements made to the land and building(s), for at least 10 years following the Grant Award. Exception: Land and buildings owned by the State of Florida and leased to an eligible applicant. For the purposes of this program, the applicant must not be a political subdivision of the state.

20. Restrictive Covenant. If the Grantee chooses to record a Restrictive Covenant and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds

must be repaid to the Division according to the Restrictive Covenant Amortization Schedule (incorporated into this Agreement and attached as Attachment D).

- 21. Surety Bond instead of a Restrictive Covenant.** If a Surety Bond is selected by the Grantee and the facility ceases to be used as a "Cultural Facility" during the ten (10) years following the Grant Award, the grant funds must be repaid to the Division according to the Surety Bond Amortization Schedule (incorporated into this Agreement and attached as Attachment E).
- 22. Historic Preservation Review.** If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Section 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation ("Bureau"), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be released to Grantee in accordance with Section 5 of this Agreement.
- 23. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment F for additional information regarding this requirement.
- 24. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.
- 25. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 26. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 27. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Cultural Affairs grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. (OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services.) Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.

28. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

29. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

30. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

31. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that

each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

32. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

33. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

34. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

35. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

36. Termination of Agreement. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate

this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

- 37. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 38. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 39. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- 40. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 41. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Cultural Affairs.
- 42. No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 43. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

44. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.

45. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

46. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Project Description (Attachment A)
- c) Legal Description of the Property (Attachment B)
- d) Estimated Project Budget (Attachment C)
- e) Recorded Restrictive Covenant and Amortization Schedule (Attachment D) or Issued Surety Bond and Amortization Schedule (Attachment E)
- f) Single Audit Act Requirements and Exhibit I (Attachment F)
- g) Schedule of Contract Values form (Appendix 1)

In acknowledgment of Grant Number 15.9.200.590 provided for from funds appropriated in the FY 2014-2015 General Appropriation Act in the amount of \$150,000, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:
By: _____
Sandy Shaughnessy, Division Director

Printed name and title

Witness

Date

Grantee:
By: _____
Authorizing Official for the Grantee*

CARY SARKOL, CHAIR LWRA

Printed name and title

Witness

12-09-14

Date

***If the authorizing official signing above on behalf of the grantee organization is not the chief executive officer, then another authorized official must sign below.**

On behalf of the governing body of the ~~Grantee~~ organization, I hereby acknowledge awareness of, and agree to comply with all of the requirements of this Grant Agreement.

Signature



Witness

Cary Sabel, CRA Chair
Printed name and title

12-9-14
Date

ATTACHMENT A

Project Description

(The project description below was extracted from the original application submitted June 2013.)

This project is a multi-phase project with work already completed in prior years. Due to the age and location of the building, the City implemented various improvements, including hardening to deter hurricane damage, upgrades to bathrooms and entrances for ADA compliance and parking lot improvements. The current and applied for Phase really begins the transformation of this building from a former shuffleboard facility to an arts facility. With significant assistance from both the City and other partners, the CRA will be creating a dynamic, functional and permanent amenity for the City. This will be the City's only arts and cultural facility that will be made available to local artists, visiting artists, the area's youth and the public at large. It will serve not only the new artists who have recently taken residence here in the City but will showcase Lake Worth as a destination for arts and arts manufacturing. Phase 1 includes the removal of the dropped ceiling and the exposure of the metal, raised trusses to allow for more open space. This space will create an opportunity for the CRA to install movable lighting which is key for not only creating art but for also showing it. The added space will also allow large sculptures to be shown in the building, making it one of the few facilities where this is possible in a very low-density area. Because we want this to be a multi-purpose center, we are building movable walks to accommodate various activities. Improvements to the kitchen will create catering opportunities for events while the additional outside lighting will create a safe and welcoming environment. The program also strives to create paid opportunities for artists. The outside walls of the building will contain murals painted by chosen artists who will earn compensation and there will be additional opportunities for artists to be paid through teaching, mentoring and workshops. Finally artists will also benefit because they will be able to not only perform in this facility but to have shows, gallery openings and even sell their art work in the facility.

The next phase of the project includes construction on the outside and outdated shuffle-board courts. While some courts may be kept as an amenity, the majority of the courts will be leveled out, making the area useful as an outdoor market. The concrete covering over some of the courts will be upgraded and new lighting will be added. Future phases will also address drainage issues and improvements to allow limited access from the road will be designed and constructed. While in year one, the facility will be opened and available for use, the future phases, over the next two years, will make the entire site the perfect venue for all types of art and activities, including events.

Phase 1 construction, once permitted, will take no longer than 6 months. Future phases will begin as soon as funding is made available and will take no longer than two years. While construction of **phases 2 and 3** are underway, the building itself will still be useful and activities will not be dependent on scheduling of the latter phases. The CRA did apply for a grant from the National Endowment of the Arts. This grant will help the CRA is planning and siting future facilities. It will assist with the programming of the Arts Center and further the advancement of artists' in the program. Our goal is to provide opportunities for people of all ages to learn about and appreciate art but also to use art as an economic engine for the area. By teaching artists critical business and marketing skills and providing incentives to artists who want to manufacture locally, we create new specialized and sustainable economies that creates jobs and wealth for artists while also creating investment opportunities in the district. Having this facility in the heart of the downtown area and

knowing that both the City and CRA are committed to this program for many years to come, will spur other redevelopment efforts.

Although this grant will provide the critical infrastructure needs of a true Arts Center, the CRA plans on carrying on the LULA Arts program and offering art classes for both children and adults over the summer months. There are limited activities for children in the area due to the weak economy. Area schools are not performing well and classes in art and music are very limited. It is our hope that by offering summer workshops and classes, we can engage the youth in the area and provide needed activities that will have a positive effect on the neighborhood. As of today, an Arts Instructor has been hired and classes for the next eight weeks have been programmed.

Current Phases or Activity

Current activities that will be completed by June 30th of this year include the programming of the current space for summer activities. The CRA is working closely with groups like Adopt-a-Family and the City's recreation department, as well as local artists who want to volunteer time, to set up workshops and activities that will create momentum for the program and provide a creative outlet for residents. Art classes will be held once a week for various age groups in the camp and all materials and staffing will be paid for by the CRA. The CRA also has a Staff member that is responsible for the programming of the space as well as other LULA, Lake Worth Arts projects and programs. The CRA will continue to work with other organizations, like the Cultural Council of Palm Beach County and provide opportunities for artists while also continuing current efforts such as the Mural County and provide opportunities for artists while also continuing current efforts such as the Mural program, the Mail Art program, the Lakewortharts.com web site and music, film and other events and fundraisers. The CRA will also continue to work closely with the architect for this project over the next several months, ensuring additional artist and community input.

Prior Phases or Activity

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The CRA in concert with the Cultural Council of Palm Beach County has also applied for a grant from the National Endowment of the Arts (NEA). The grant, if funded, will go towards the development of a strategic plan for the arts district. The Plan is focused on providing current market data, identification of facilities to support the district and creating opportunities and jobs for artists.

The CRA is also currently working on a business and funding plan for the Center to cover operations. The overarching CRA Plan includes the development of live/work artist space (complete) and the development of facilities and business opportunities for artists (currently underway). Projects included to date include:

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- Production of several special events to promote the program
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- LULA mural program (on-going)
- Centennial post card and mail art programs

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Pricing, permitting	60 Days	10/24/2014	1/22/2015
Notice To Proceed	1 Day	1/23/2015	1/23/2015
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Punch List	25 Days	7/15/2015	8/14/2015
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ATTACHMENT B

ATTACH LEGAL DESCRIPTION OF PROPERTY



Property Appraiser

Gary R. Nikolits, CFA

Palm Beach County

Homestead Exemption

E-file

Location Address 1121 LUCERNE AVE
 Municipality LAKE WORTH
 Parcel Control Number 38-43-44-21-15-515-0010
 Subdivision LAKE WORTH TOWN OF
 Official Records Book . Page
 Sale Date
 Legal Description TOWN OF LAKE WORTH LTS 1 TO 6 & LTS 11 TO 16 INC BLK F

Owners
 LAKE WORTH CITY OF

Mailing address
 7 N DIXIE HWY
 LAKE WORTH FL 33460 3725

No Sales Information Available.

Exemption Applicant/Owner	Year	Detail
LAKE WORTH CITY OF	2014	FULL: MUNICIPAL GOVERNMENT

Number of Units	0	*Total Square Feet	5280	Acres	0.9642
Use Code	8900 - MUNICIPAL	Zoning	PROS - Public Rec' and Open Space (38-LAKE WORTH)		

Tax Year	2014	2013	2012
Improvement Value	\$148,467	\$138,973	\$136,996
Land Value	\$226,800	\$226,800	\$226,800
Total Market Value	\$375,267	\$365,773	\$363,796

All values are as of January 1st each year

Tax Year	2014	2013	2012
Assessed Value	\$375,267	\$365,773	\$363,796
Exemption Amount	\$375,267	\$365,773	\$363,796
Taxable Value	\$0	\$0	\$0

Tax Year	2014	2013	2012
Ad Valorem	\$0	\$0	\$0
Non Ad Valorem	\$0	\$0	\$0
Total tax	\$0	\$0	\$0

ATTACHMENT C

Estimated Project Budget

	Budget Category	Total Cost	Match	State
1	Land Acquisition			
2	Building Acquisition			
3	Architectural & Engineering Services			
4	General Requirements	\$ 77,370	\$ 49,950	\$ 27,420
5	Site Construction	\$ 10,000	\$ 10,000	
6	Concrete			
7	Masonry			
8	Metals	\$ 5,600		\$ 5,600
9	Wood and Plastic	\$ 20,400	\$ 7,200	\$ 13,200
10	Thermal and Moisture Protection	\$ 34,210	\$ 32,530	\$ 1,680
11	Doors and Windows	\$ 28,026	\$ 28,026	
12	Finishes	\$ 56,100	\$ 20,000	\$ 36,100
13	Specialties	\$ 9,900	\$ 2,500	\$ 7,400
14	Equipment	\$ 19,994	\$ 19,994	
15	Furnishings	\$ 30,000		\$ 30,000
16	Special Construction			
17	Conveying Systems (Elevator)			
18	Mechanical	\$ 76,900	\$ 70,300	\$ 6,600
19	Electrical	\$ 81,500	\$ 59,500	\$ 22,000
A.	TOTAL EXPENSES	\$ 450,000	\$ 300,000	\$ 150,000

ATTACHMENT D

Restrictive Covenant Provisions and Amortization Schedule

1. If the Grantee chooses to record a Restrictive Covenant, the Grantee, and the property owner(s) (if the land or buildings or both are leased by the grantee), shall execute and file a Restrictive Covenant with the Clerk of the Circuit Court in the county where the property is located, prior to the date that the agreement is executed.
2. The Restrictive Covenant shall include the following provisions:
 - a) That the Restrictive Covenant shall run with title to the building(s) and the associated land and improvements funded by the grant, shall encumber them, and shall be binding upon the Grantee (and the owner(s), if different person(s), and the successors in interest), for (10) ten years from the Grant Award.
 - b) The owner(s) of the improvements made to the building(s) and associated land, funded in whole or in part by grant funds, must also execute the Restrictive Covenant. Exception: Land or buildings or both owned by the State of Florida and leased to an eligible applicant. For the purposes of this program, the applicant must not be a political subdivision of the state.
 - c) The Grantee (and owners, if different persons) shall permit the Division to inspect the Cultural Facility and associated land at all reasonable times to determine whether the Grantee is in compliance with the Grant Award Agreement and the Restrictive Covenant.
 - d) The Grantee must maintain the building(s) as a "Cultural Facility." For the purposes of this program, a "Cultural Facility" is defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the foregoing for any of the cultural disciplines listed in Section 265.283(7), *Florida Statutes*. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e) The Restrictive Covenant shall also contain the following amortization schedule for repayment of grant funds, should the Grantee or owners or their successors in interest violate the Restrictive Covenant.
 - a. If the violation occurs within five (5) years following the Grant Award, 100% of the grant amount;

- b. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 80% of the grant amount;
- c. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 65% of the grant amount;
- d. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 50% of the grant amount;
- e. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 35% of the grant amount; and
- f. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

f) Other provisions as agreed upon by the Division and the Grantee.

ATTACHMENT E

Surety Bond and Amortization Schedule

1. Any Grantee entering into a Grant Award Agreement with the Division for the acquisition, renovation, or construction of a Cultural Facility that chooses not to record a Restrictive Covenant must purchase a 10-year Surety Bond.
2. A certified copy of the Bond Agreement must be provided to the Division prior to the execution of the Grant Award Agreement.
3. The Bond Agreement must:
 - a) Provide that the facility described in Attachment A: Scope of Work, incorporated by reference in the Grant Award Agreement, will be used as a "Cultural Facility" for (10) ten years following the Grant Award; A Cultural Facility means a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the arts and cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - b) Be purchased from a surety insurer authorized to do business in the Florida as a Surety;
 - c) Provide that there will be a violation of the Bond Agreement if the facility ceases to be used as a "Cultural Facility" as required by Section 265.701(4), *Florida Statutes*, within 10 years following the Grant Award, and that the surety insurer must immediately repay funds to the Division, pursuant to the following amortization schedule:
 1. If the violation occurs within three (3) years following the Grant Award, 100% of the grant amount;
 2. If the violation occurs more than three (3) but less than four (4) years following the Grant Award, 80% of the grant amount;
 3. If the violation occurs more than four (4) but less than five (5) years following the Grant Award, 70% of the grant amount;
 4. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 60% of the grant amount;
 5. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 50% of the grant amount;

6. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 40% of the grant amount;
7. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 30% of the grant amount;
8. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

ATTACHMENT F

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 2 Subpart F -- Audit Requirements, and Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.328, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization that has received federal funds awarded through the Department of State. EXHIBIT 1 to this attachment indicates whether federal resources have been awarded through the Department of State by this agreement.

2 CFR 2 §200.501 Audit Requirements

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have

a program-specific audit conducted in accordance with 2 CFR §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (1), *Florida Statutes* and had received state funds awarded by the Department of State. EXHIBIT 1 to this attachment indicates whether state resources have been awarded by the Department of State by this agreement.

Section 215.97 *Florida Statutes* Single Audit Requirements

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.fldfs.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 2 §200.512 , and required by PART I of this attachment shall be submitted, when required by 2 CFR 2 §200.512, by or on behalf of the recipient directly to each of the following:

A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse electronically at *harvester.census.gov/sac/* as designated in 2 CFR 2 §200.512.

C. Other Federal agencies and pass-through entities in accordance with 2 CFR 2 §200.513.

2. In the event that a copy of the reporting package for an audit required by PART I of this attachment and conducted in accordance with 2 CFR 2 §200.501 Audit Requirements, is not required to be submitted to the Department of State for the reasons pursuant to 2 CFR 2 §200.501, the recipient shall submit the required written notification pursuant to 2 CFR 2 §200.501 (d) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

3. Copies of financial reporting packages required by PART II of this attachment ~~agreement~~ shall be submitted by or on behalf of the recipient directly to the following:

A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.

Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 2 Subpart F— Audit Requirements, Section 215.97, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 2 Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING: General Revenue Funds in the amount of \$150,000

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Cultural Facilities Grants, CSFA Number 45.014
Award Amount: \$150,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.014.

ATTACHMENT A

Project Description

(The project description below was extracted from the original application submitted June 2013.)

This project is a multi-phase project with work already completed in prior years. Due to the age and location of the building, the City implemented various improvements, including hardening to deter hurricane damage, upgrades to bathrooms and entrances for ADA compliance and parking lot improvements. The current and applied for Phase really begins the transformation of this building from a former shuffleboard facility to an arts facility. With significant assistance from both the City and other partners, the CRA will be creating a dynamic, functional and permanent amenity for the City. This will be the City's only arts and cultural facility that will be made available to local artists, visiting artists, the area's youth and the public at large. It will serve not only the new artists who have recently taken residence here in the City but will showcase Lake Worth as a destination for arts and arts manufacturing. Phase 1 includes the removal of the dropped ceiling and the exposure of the metal, raised trusses to allow for more open space. This space will create an opportunity for the CRA to install movable lighting which is key for not only creating art but for also showing it. The added space will also allow large sculptures to be shown in the building, making it one of the few facilities where this is possible in a very low-density area. Because we want this to be a multi-purpose center, we are building movable walks to accommodate various activities. Improvements to the kitchen will create catering opportunities for events while the additional outside lighting will create a safe and welcoming environment. The program also strives to create paid opportunities for artists. The outside walls of the building will contain murals painted by chosen artists who will earn compensation and there will be additional opportunities for artists to be paid through teaching, mentoring and workshops. Finally artists will also benefit because they will be able to not only perform in this facility but to have shows, gallery openings and even sell their art work in the facility.

The next phase of the project includes construction on the outside and outdated shuffle-board courts. While some courts may be kept as an amenity, the majority of the courts will be leveled out, making the area useful as an outdoor market. The concrete covering over some of the courts will be upgraded and new lighting will be added. Future phases will also address drainage issues and improvements to allow limited access from the road will be designed and constructed. While in year one, the facility will be opened and available for use, the future phases, over the next two years, will make the entire site the perfect venue for all types of art and activities, including events.

Phase 1 construction, once permitted, will take no longer than 6 months. Future phases will begin as soon as funding is made available and will take no longer than two years. While construction of **phases 2 and 3** are underway, the building itself will still be useful and activities will not be dependent on scheduling of the latter phases. The CRA did apply for a grant from the National Endowment of the Arts. This grant will help the CRA is planning and siting future facilities. It will assist with the programming of the Arts Center and further the advancement of artists' in the program. Our goal is to provide opportunities for people of all ages to learn about and appreciate art but also to use art as an economic engine for the area. By teaching artists critical business and marketing skills and providing incentives to artists who want to manufacture locally, we create new specialized and sustainable economies that creates jobs and wealth for artists while also creating investment opportunities in the district. Having this facility in the heart of the downtown area and

knowing that both the City and CRA are committed to this program for many years to come, will spur other redevelopment efforts.

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Current Phases or Activity

Current activities that will be completed by June 30th of this year include the programming of the current space for summer activities. The CRA is working closely with groups like Adopt-a-Family and the City's recreation department, as well as local artists who want to volunteer time, to set up workshops and activities that will create momentum for the program and provide a creative outlet for residents. Art classes will be held once a week for various age groups in the camp and all materials and staffing will be paid for by the CRA. The CRA also has a Staff member that is responsible for the programming of the space as well as other LULA, Lake Worth Arts projects and programs. The CRA will continue to work with other organizations, like the Cultural Council of Palm Beach County and provide opportunities for artists while also continuing current efforts such as the Mural County and provide opportunities for artists while also continuing current efforts such as the Mural program, the Mail Art program, the Lakewortharts.com web site and music, film and other events and fundraisers. The CRA will also continue to work closely with the architect for this project over the next several months, ensuring additional artist and community input.

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ATTACHMENT B

ATTACH LEGAL DESCRIPTION OF PROPERTY

ATTACHMENT C

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2	Building Acquisition			
3	Architectural & Engineering Services			
4	General Requirements	\$ 77,370	\$ 49,960	\$ 27,420
5	Site Construction	\$ 10,000	\$ 10,000	
6	Concrete			
7	Masonry			
8	Metals	\$ 5,600		\$ 5,600
9	Wood and Plastic	\$ 20,400	\$ 7,200	\$ 13,200
10	Thermal and Moisture Protection	\$ 34,210	\$ 32,530	\$ 1,680
11	Doors and Windows	\$ 28,026	\$ 28,026	
12	Finishes	\$ 56,100	\$ 20,000	\$ 36,100
13	Specialties	\$ 9,900	\$ 2,500	\$ 7,400
14	Equipment	\$ 19,994	\$ 19,994	
15	Furnishings	\$ 30,000		\$ 30,000
16	Special Construction			
17	Conveying Systems (Elevator)			
18	Mechanical	\$ 76,900	\$ 70,300	\$ 6,600
19	Electrical	\$ 81,500	\$ 59,500	\$ 22,000
A.	TOTAL EXPENSES	\$ 460,000	\$ 300,000	\$ 160,000

ATTACHMENT D

Restrictive Covenant Provisions and Amortization Schedule

1. If the Grantee chooses to record a Restrictive Covenant, the Grantee, and the property owner(s) (if the land or buildings or both are leased by the grantee), shall execute and file a Restrictive Covenant with the Clerk of the Circuit Court in the county where the property is located, prior to the date that the agreement is executed.

2. The Restrictive Covenant shall include the following provisions:
 - a) That the Restrictive Covenant shall run with title to the building(s) and the associated land and improvements funded by the grant, shall encumber them, and shall be binding upon the Grantee (and the owner(s), if different person(s), and the successors in interest), for (10) ten years from the Grant Award.

 - b) The owner(s) of the improvements made to the building(s) and associated land, funded in whole or in part by grant funds, must also execute the Restrictive Covenant. Exception: Land or buildings or both owned by the State of Florida and leased to an eligible applicant. For the purposes of this program, the applicant must not be a political subdivision of the state.

 - c) The Grantee (and owners, if different persons) shall permit the Division to inspect the Cultural Facility and associated land at all reasonable times to determine whether the Grantee is in compliance with the Grant Award Agreement and the Restrictive Covenant.

 - d) The Grantee must maintain the building(s) as a "Cultural Facility." For the purposes of this program, a "Cultural Facility" is defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the foregoing for any of the cultural disciplines listed in Section 265.283(7), *Florida Statutes*. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

 - e) The Restrictive Covenant shall also contain the following amortization schedule for repayment of grant funds, should the Grantee or owners or their successors in interest violate the Restrictive Covenant.
 - a. If the violation occurs within five (5) years following the Grant Award, 100% of the grant amount;

- b. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 80% of the grant amount;
- c. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 65% of the grant amount;
- d. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 50% of the grant amount;
- e. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 35% of the grant amount; and
- f. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

f) Other provisions as agreed upon by the Division and the Grantee.

ATTACHMENT E

Surety Bond and Amortization Schedule

1. Any Grantee entering into a Grant Award Agreement with the Division for the acquisition, renovation, or construction of a Cultural Facility that chooses not to record a Restrictive Covenant must purchase a 10-year Surety Bond.
2. A certified copy of the Bond Agreement must be provided to the Division prior to the execution of the Grant Award Agreement.
3. The Bond Agreement must:
 - a) Provide that the facility described in Attachment A: Scope of Work, incorporated by reference in the Grant Award Agreement, will be used as a "Cultural Facility" for (10) ten years following the Grant Award; A Cultural Facility means a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the arts and cultural disciplines defined in s. 265.283(7), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - b) Be purchased from a surety insurer authorized to do business in the Florida as a Surety;
 - c) Provide that there will be a violation of the Bond Agreement if the facility ceases to be used as a "Cultural Facility" as required by Section 265.701(4), *Florida Statutes*, within 10 years following the Grant Award, and that the surety insurer must immediately repay funds to the Division, pursuant to the following amortization schedule:
 1. If the violation occurs within three (3) years following the Grant Award, 100% of the grant amount;
 2. If the violation occurs more than three (3) but less than four (4) years following the Grant Award, 80% of the grant amount;
 3. If the violation occurs more than four (4) but less than five (5) years following the Grant Award, 70% of the grant amount;
 4. If the violation occurs more than five (5) but less than six (6) years following the Grant Award, 60% of the grant amount;
 5. If the violation occurs more than six (6) but less than seven (7) years following the Grant Award, 50% of the grant amount;

6. If the violation occurs more than seven (7) but less than eight (8) years following the Grant Award, 40% of the grant amount;
7. If the violation occurs more than eight (8) but less than nine (9) years following the Grant Award, 30% of the grant amount;
8. If the violation occurs more than nine (9) but less than ten (10) years following the Grant Award, 20% of the grant amount.

ATTACHMENT F

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantees may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 2 Subpart F -- Audit Requirements, and Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.328, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization that has received federal funds awarded through the Department of State. EXHIBIT 1 to this attachment indicates whether federal resources have been awarded through the Department of State by this agreement.

2 CFR 2 §200.501 Audit Requirements

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have

a program-specific audit conducted in accordance with 2 CFR §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations should be considered in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient should describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2) (1), *Florida Statutes* and had received state funds awarded by the Department of State. EXHIBIT 1 to this attachment indicates whether state resources have been awarded by the Department of State by this agreement.

Section 215.97 *Florida Statutes* Single Audit Requirements

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.fldfs.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 2 §200.512 , and required by PART I of this attachment shall be submitted, when required by 2 CFR 2 §200.512, by or on behalf of the recipient directly to each of the following:

- A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse electronically at *harvester.census.gov/sac/* as designated in 2 CFR 2 §200.512.

- C. Other Federal agencies and pass-through entities in accordance with 2 CFR 2 §200.513.

2. In the event that a copy of the reporting package for an audit required by PART I of this attachment and conducted in accordance with 2 CFR 2 §200.501 Audit Requirements, is not required to be submitted to the Department of State for the reasons pursuant to 2 CFR 2 §200.501, the recipient shall submit the required written notification pursuant to 2 CFR 2 §200.501 (d) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

3. Copies of financial reporting packages required by PART II of this attachment agreement shall be submitted by or on behalf of the recipient directly to the following:

- A. The Department of State at the following address:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.

Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 2 Subpart F— Audit Requirements, Section 215.97, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 2 Subpart F or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

Not Applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING: General Revenue Funds in the amount of \$150,000

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not Applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Cultural Facilities Grants, CSFA Number 45.014
Award Amount: \$150,000

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in the Compliance Supplement to CSFA Number 45.014.

DIVISION OF CULTURAL AFFAIRS
CULTURAL FACILITIES PROGRAM

REQUEST FOR WARRANT

To:

Name of Payee

Address

City, State Zip

ATTN:

Grant Number:

Federal Employer ID Number:

Total Grant Amount

Prior Payments _____

Balance to Date _____

THIS PAYMENT _____

Balance Remaining _____

(DCA use only)

Fund ID			Category	
Enc.#			Pay. #	
Vendor ID		Inv.#		
ORG	EO	OBJECT	CFI	AMOUNT
Description				
BF ORG		BF EO		BF Obj
Date Inv. Rc'd		Date Goods Insp. -----		BF Cat
Date Goods Rc'd -----		Start Date		

RESTRICTIVE COVENANT

(Grantee leases land and building.)

THIS RESTRICTIVE COVENANT is hereby entered into this _____ day of _____, 20____, by City of Lake Worth, Florida, hereinafter referred to as the "Owner"; Lake Worth Community Redevelopment, hereinafter referred to as the "Grantee;" and the State of Florida, Department of State, Division of Cultural Affairs, hereinafter referred to as the "Division".

WHEREAS, the Owner is the fee simple title holder of the building(s) and the underlying land located at 1121 Lucerne Avenue, Lake Worth Florida. A legal description of the subject property is attached as Exhibit A and made a part of this covenant.

WHEREAS, the Grantee leases the building(s) and underlying land from the Owner from City of Lake Worth, Florida. "Facility" is used herein to refer to the building(s) and the associated land that will be used as a "cultural facility," as defined herein.

WHEREAS, the Grantee has been approved to receive a Cultural Facilities Grant in the amount of \$ 150,000, to be administered by the Division and used only for the acquisition, renovation, and construction of the cultural facility in accordance with Section 265.701(1), Florida Statutes.

WHEREAS, the Division has authority under Section 265.701(4), Florida Statutes, to require the recordation of this restrictive covenant to ensure that the facility will be used as "cultural facility," as defined herein, for at least (10) ten years following the execution of the grant award agreement.

NOW THEREFORE, in partial consideration for the Cultural Facilities Grant and in accordance with Section 265.701(4), Florida Statutes, the Parties hereby agree to the following:

1.) This restrictive covenant shall run with the title to the land and the cultural facility, encumber them, and be binding upon the Grantee, the Owner and their successors in interest for ten (10) years following the execution of the grant award agreement.

2.) The grant award shall only be expended for

Project Title: Lake Worth Arts Center (Grant # 15.9.200.590)

3.) The Parties agree that for the required duration of this covenant, all improvements to the facility and the associated land, funded in whole or part by grant funds shall be owned by the Owner.

4.) The Division has the right to inspect the facility and the associated land at all reasonable times to determine whether the conditions of the grant award agreement and this covenant are being complied with.

5.) The Grantee shall operate and maintain the facility as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folks arts, photography, crafts, media arts, and historical and science museums."

6.) This restrictive covenant will be violated by the Grantee, or its successors in interest if the facility ceases to be used as a cultural facility, as defined above, within ten (10) years following execution of the execution of the grant award agreement as required by Section 265.701(4), Florida Statutes. If the Grantee violates this restrictive covenant, it shall repay the grant funds to Division pursuant to the amortization schedule set forth below:

- a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;
- b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 80% of the grant amount;
- c. If the violation occurs more than six (6) but less than seven (7) years following execution of the grant award agreement, 65% of the grant amount;
- d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 50% of the grant amount;
- e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 35% of the grant amount; and
- f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 20% of the grant amount.

7.) The amount due as a result of Grantee's violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the parties.

8.) If the entire amount due under the paragraph (6) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate. The Parties further agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee or the Land Owner to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. The Division shall have the right to enforce the stipulated judgment by resorting to any legal or equitable available remedy including an action for specific performance.

9.) As a condition to receipt of the grant funds, the Grantee shall:

- a. Record this covenant in the public records with the Clerk of the Circuit Court of Palm Beach County, Florida;
- b. Pay all fees associated with its recording; and
- c. Provide a certified copy of the recorded covenant to the Division and to the Owner.

10.) The Parties agree that the Division shall incur no tax liability as a result of this covenant.

IN WITNESS WHEREOF, the Grantee and the Owner hereby affirm that they have read this restrictive covenant; that they understand and agree to its terms; and that they hereby affix their signatures accordingly.

WITNESSES:

PARTIES:

[Signature]
First Witness Signature

[Signature]
GRANTEE SIGNATURE

Joan Oliva
First Witness Name (print)

CARY SABOL
GRANTEE NAME (print)

[Signature]
Second Witness Signature

29 SOUTH J STREET
GRANTEE ADDRESS

Chris Dabros
Second Witness Name (print)

LAKE WORTH FL 33400
City State Zip

The State of Florida County of PALM BEACH

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, that

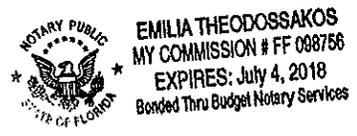
CARY SABOL personally
(Name)

appeared as Chairman for LAKE WORTH CCA
(Position) (Name of Qualifying Entity)

known to me to be or proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at 29 SJ STR LW, Florida on 12.09.14



Notary Public in and for
The State of FL
My commission expires: JULY 4 2018

[SEAL]



CITY OF LAKE WORTH

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

AGENDA DATE: February 3, 2015, Regular Meeting

DEPARTMENT: Human Resources

Title:

General Release Agreement with Jaclyn Wagman and Jason Shultz

SUMMARY:

The General Release is to settle an automobile accident claim made by Jaclyn Wagman against the City.

BAGROUND AND JUSTIFICATION:

Jaclyn Wagman, by and through her attorney, has asserted a claim against the City for personal injuries as a result of an automobile accident. Ms. Wagman claims on October 25, 2013, she was rear-ended by a city employee driving a city vehicle near the 2900th block of 10 Avenue North (just east of Congress Avenue).

The City's insurance carrier, York Risk Services Group, has reviewed Ms. Wagman's claim and her relevant medical bills. Ms. Wagman's medical bills are approximately \$26,868. York Risk Services Group recommended settling the claim for no more than \$40,000. Ms. Wagman's attorney has agreed to this amount as full settlement of Ms. Wagman's claim. Ms. Wagman's husband, Jason Schultz, is included in the settlement to settle all claims related to the accident.

City staff with knowledge of this matter and review of the relevant records concurs with the settlement amount of \$40,000 payable to Jaclyn Wagman

MOTION:

I move to approve/not approve payment of \$40,000 in exchange for the General Release from Jaclyn Wagman and Jason Schultz.

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	40,000	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	40,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

City Attorney	General Release Agreement					
Account Number (s)	Account Description	FY 2015 Budget	Available Balance	Budget Transfer	Agenda Expenses	Remaining Balance
520-1331-513-31-10	Prof & Legal Services	191,000	56,000	-	(40,000)	16,000

Recommended Sources of Funds/Summary



GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being of lawful age, for sole consideration of **\$40,000 FORTY THOUSAND DOLLARS** to be paid to **JACLYN WAGMAN & JASON SCHULTZ**, a do for myself and my heirs, executors, administrators and assigns, hereby release and forever discharge **THE CITY OF LAKE WORTH, LEEPOLIA WILLIAMS** and **PREFERRED GOVERNMENTAL INSURANCE TRUST** Insurance Company, their agents, servants, employees, former employees, subsidiaries, parent corporations, affiliates 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 Release, and particularly, but not in limitation of any of the foregoing general terms, because of an incident on or about **OCTOBER 25, 2013**, in which Ms. Wagman was rear ended on **10th Ave North** in Lake Worth, FL.

I hereby declare and represent that the injuries sustained by me 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 me, and may be more numerous or more serious than I now expect and in making this Release and Agreement, it is understood and agreed that I rely wholly upon my own judgment of the future development, progress, and result of the said injuries, known or unknown, and that I have 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 I accept 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 that this settlement 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.

Claimant by his/her signature below 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 Release and Settlement 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 Release and Settlement Agreement and further (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 Release and Settlement Agreement, that Plaintiff shall pay Medicare and/or Medicaid for such payments out of the Settlement Proceeds received pursuant to this Release and Settlement Agreement.

Claimant as well as **PREFERRED GOVERNMENTAL INSURANCE TRUST** Insurance Company further warrant and represent that they have considered Medicare's interests in this particular Release and Settlement

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 Claimant and **PREFERRED GOVERNMENTAL INSURANCE TRUST** Insurance Company'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 Settlement Proceeds as the reasonably expected value necessary to pay for Plaintiff's future medical expenses related to the injuries subject to this Release and Settlement Agreement and the Lawsuit. 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 Release and Settlement Agreement, the Plaintiff agrees to pay such sums and agrees to be solely responsible for the payment of such sums in the future.

Claimant further agrees to defend, indemnify, save and hold harmless **PREFERRED GOVERNMENTAL INSURANCE TRUST** Insurance Company and any other person, corporation, affiliate corporations, predecessor and successor corporations, parent corporations, subsidiaries and/or related corporations, associations or partnerships and any of the foregoing related to **PREFERRED GOVERNMENTAL INSURANCE TRUST** Insurance Company, 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 **PREFERRED GOVERNMENTAL INSURANCE TRUST** Insurance Company arising out of any injuries and/or damages allegedly sustained by Plaintiff. Plaintiff's agreement to defend, indemnify, save and hold harmless the 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 **PREFERRED GOVERNMENTAL INSURANCE TRUST** Insurance Company that are connected to or result from the actions, warranties and/or representations of Plaintiff with respect to this Release and Settlement Agreement.

Furthermore, Claimant hereby agrees to defend, hold harmless and indemnify **The City of Lakw Worth** and **PREFERRED GOVERNMENTAL INSURANCE TRUST** Insurance Company 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 settlement of this claim.

Claimant is aware that he could become eligible for Medicare benefits well into the future and that it is possible that Medicare could in the future require he expend up to the amount of the recovery he received from this Release and Settlement Agreement for Medicare covered expenses related to his/her injuries in the future before Medicare agrees to provide coverage for his/her injuries related to this loss.

Therefore, Claimant understands that it is in his best interest to maintain receipts and other documentation related to his treatment in the event CMS requests same at a later date. Claimant voluntarily accepts this risk and waives any claims against Everest National Insurance Company and its respective administrators, predecessors, successors, assigns, affiliates, representatives, employees, attorneys, officers, and directors.

This Release contains the entire agreement between the parties hereto and the terms of the Release are contractual and not a mere recital.

I state that I have reviewed the contents of this Release and understand the contents thereof and that it is a full and final release of my claims against those released herein. I further state that I have read carefully the foregoing Release and know the contents thereof and have signed the same as my own free will and acts.

N WITNESS WHEREOF, I have hereunto set my hand and seal this 8 day of DECEMBER, 2014.

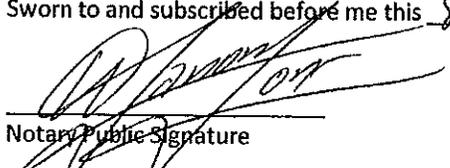


JACLYN WAGMAN



JASON SCHULTZ

BEFORE ME, the undersigned authority, personally appeared Jaclyn & Jason M Schultz, who is/are personally known to me, or who produced identification of FL DL, whom after being first duly sworn, deposes and states that they executed the foregoing Release and that it is true and correct. Sworn to and subscribed before me this 8 day of Dec, 2014.



Notary Public Signature

(Notary Seal)

My Commission Expires: 8-16-2018





CITY OF LAKE WORTH

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

AGENDA DATE: February 3, 2015, Regular Meeting

DEPARTMENT: Community Sustainability

EXECUTIVE BRIEF

TITLE:

Ordinance No. 2015-02 - First Reading and First Public Hearing - Amend the Comprehensive Plan to include a water supply plan and amend various elements and schedule the second public hearing date for March 17, 2015

SUMMARY:

The Ordinance amends the Comprehensive Plan text to incorporate a water supply plan and amending the future land use element, infrastructure element, coastal management element, conservation element, intergovernmental coordination element and capital improvements element

BACKGROUND AND JUSTIFICATION:

Adopted by the 1985 Florida Legislature, the “*Local Government Comprehensive Planning and Land Development Regulation Act*” (reference Chapter 163, Part II, F.S., also known as Florida's “*Growth Management Act*”) requires all of Florida's 67 counties and 410 municipalities to adopt Local Government Comprehensive Plans that guide future growth and development. Comprehensive plans contain chapters or “elements” that address future land use, housing, transportation, infrastructure, coastal management, conservation, recreation and open space, intergovernmental coordination, and capital improvements.

The City of Lake Worth’s Comprehensive Plan was last adopted October 20, 2009 (with amendments approved August 7, 2012). At that time, a 10-Year Water Supply Facilities Work Plan was adopted to coordinate with South Florida Water Management District’s (SFWMD) Lower East Coast (LEC) Water Supply Plan. Work Plans are required to be updated every five (5) years to coordinate with 5-year updates to the LEC. The purpose of this report is to update the City’s 10-Year Water Supply Facilities Work Plan in order to keep the City current with overall planning strategies and projection data. The City’s updated Work Plan will be used to coordinate with SFWMD and their recent update to the LEC Water Supply Plan, which was adopted by the SFWMD governing board on September 12, 2013. The City has 18 months from the date of adoption of the LEC, or by March 2015, to revise their Comprehensive Plan to incorporate the updated 10-Year Water Supply Facilities Work Plan. Work Plan details are included in Sections 2 through 4 of this report, and recommended Comprehensive Plan updates are included in Section 5.

On January 7, 2015 the Planning & Zoning Board at its regularly scheduled meeting discussed the amendments to the Comprehensive Plan and voted 7-0 to recommend approval to the City Commission.

The Historic Resources Preservation Board at its regularly scheduled meeting of January 14, 2015 reviewed the amendments to the Comprehensive Plan and voted 7-0 to recommend approval to the City Commission.

MOTION:

I move to approve/disapprove Ordinance No. 2015-02 on first reading and schedule the public hearing date for March 17, 2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

P&ZB Staff Report

HRPB & P&ZB Draft Minutes

Exhibit A to Ordinance

Ordinance No. 2015-02



City of Lake Worth
Department for Community Sustainability
Planning, Zoning and Historic Preservation Division
1900 Second Avenue North- Lake Worth, Florida 33461 · Phone: 561-586-1687

DATE: December 22, 2014

TO: Members of the Planning & Zoning Board

FROM: William Waters, Director for Community Sustainability
Maxime Ducoste, Planning and Preservation Manager
Rodney Patrick, Housing and Property Planner

SUBJECT: **P&ZB PR NO. 14-00200001**: Consideration to recommend the City Commission transmit to the State of Florida the 2014 10-Year Water Supply Plan for review including the adoption of related amendments to the Comprehensive Plan.

Meeting Date: January 7, 2015

BACKGROUND:

The City of Lake Worth's Comprehensive Plan was last adopted October 20, 2009, with amendments approved August 7, 2012. At that time, a 10-Year Water Supply Facilities Work Plan ("Water Supply Plan") was adopted to coordinate with South Florida Water Management District's (SFWMD) Lower East Coast (LEC) Water Supply Plan. The City's Water Supply Plan is required to be updated every five (5) years to coordinate with 5-year updates to the LEC.

Section 373.709, Florida Statutes, Section 163.3177(6)(c)3, Florida Statutes, further requires that the Water Supply Plan be updated within 18 months after a water management district's governing board approves an updated regional water supply plan to reflect applicable changes.

The SFWMD governing board adopted updates to the LEC Water Supply Plan on September 12, 2013. Pursuant to the aforementioned statute, the City has to revise the overall planning strategies and projection data of its Comprehensive Plan by March 2015.

The attached 2014 10-Year Water Supply Plan is presented at this time in order meet this requirement. The amendments associated with the Goals, Objectives and Policies recommended for adoption in the City's 2015 Comprehensive Plan are provided in attachment B of this report.

CONSEQUENT ACTION:

The decision of the Planning and Zoning Board will be a recommendation to the City Commission, which will subsequently make the final decision to transmit the 2014 10-Year Water Supply Plan to the State of Florida for review including the adoption of related amendments to the Comprehensive Plan.

STAFF RECOMMENDATION:

Staff recommends that the Planning & Zoning Board recommend the City Commission transmit the 2014 10-Year Water Supply Plan to the State of Florida for review including the adoption of related amendments to the Comprehensive Plan.

POTENTIAL MOTIONS:

"I MOVE TO APPROVE/DENY P&ZB PR No. **P&ZB PR NO. 14-00200001**: Consideration to recommend the City Commission transmit to the State of Florida the 2014 10-Year Water Supply Plan for review including the adoption of related amendments to the Comprehensive Plan.

Attachment:

- A. 2014 10-Year Water Supply Plan
- B. COMPREHENSIVE PLAN Amended 2015 ORD2015-xx WSP

3. PZB/HRPB 14-00200001: Consideration to recommend the City Commission transmit to the state of Florida the 2014 10-Year Water Supply Plan for review including the adoption of related amendments to the Comprehensive Plan.
 - a. Staff Comments:
 - Mr. Thompson: Stated that Chapter 373 of Florida statutes addressed state of Florida water resources; that Lake Worth was part of the South Florida Water Management District, and the lower east coast regional district which consisted of Palm Beach County and other counties to the Florida Keys; stated that water supply plan updates were based on population projections provided by the U.S. Census Bureau; reviewed Comprehensive Plan elements which were updated to incorporate infrastructure with updates provided to the Water Management district.
 - Larry Johnson, Director, Water Utilities: Provided an overview of the process to update the Water Supply Plan, and stated that water utility had been a part of Lake Worth's history; that water utility had passed its 100th year anniversary; stated by construction of Reverse Osmosis Plant in 2011 the Water Supply Plan was being updated to indicate that Lake Worth had a robust water supply from two sources which included surficial water, and the brackish resource which was then treated by reverse osmosis; and stated that the City had obtained a 20-year use permit
 - b. Board Member Comments: Discussion that the HRPB did not serve as the City's Local Planning Agency (LPA); discussion of saltwater infiltration; and question of City's capacity in drought conditions
 - Mr. Johnson made the following responses to Board member comments: Stated that salt water intrusion had been recognized as a result of wellfields east of I-95; that reverse osmosis addressed the period at which the amount of surficial water which could be drawn had been drastically reduced; stated that newer wells were to be constructed to replace insufficient wells; stated that the amount of wellfield pumping had been reduced in recent years; stated that preliminary information was that new wells would improve condition of salt water intrusion; addressed district restrictions dependent upon the severity of the drought conditions; discussed capacity; and stated that the current Reverse Osmosis building would allow for capacity to be doubled
 - c. Public Comments: None
 - d. **Action:** Motion made by Ms. Just with a second by Ms. Sharpe that the Board recommend the City Commission transmit to the State of Florida the 2014 10-Year Water Supply Plan for review including the adoption of related amendments to the Comprehensive Plan.
Vote: Ayes: Mr. Blackman; Mr. Zoellner; Mr. Norris; Mr. Robinson; Ms. Just; Mr. Engel; and Ms. Sharpe
Nays: None
Motion carried seven (7) to zero (0).

F. Unfinished Business

- c. PZB/HRPB 14-00200001: Consideration of a City-initiated request for recommendation to the City Commission regarding a Text Amendment; Amending the Comprehensive Plan, and adopting a 10-Year Water Supply Plan.

1. Staff Comments:

- Mr. Thompson: Stated that chapter 373 Florida statutes addressed water management; that the state was divided into water management districts; identified Palm Beach County's location within the lower east coast district; stated that the update was included as part of the state's Water Management Plan; that the plan was part of the lower east coast water supply plan which consisted of a ten-year planning horizon, to be updated every 5 years; stated that the updates were made based upon population growth projections; and identified the Comprehensive Plan elements to be updated as part of the Water Supply Plan updates.
- Larry Johnson, Director, Water Utilities: Stated that the proposed Water Supply Plan was done in compliance with state law and to update the South Florida Water Management District on Lake Worth's progress with respect to comprehensive water supply within the district's plan; two different water resources included surficial aquifer and reverse osmosis plant; described reverse osmosis capital improvements and the reverse osmosis process; stated the importance of two water sources with reverse osmosis as a second water source during drought, that by reducing the amount of water taken from the surface, the amount of salt water intrusion was also limited; stated that the City had obtained a twenty-year permit as a result of its ability to provide a flexible water supply; and stated that the plan documented additional capital improvements were planned during the twenty year horizon

2. Board Member Comments: Comments regarding most up to date water treatment facilities; comments regarding water distribution system; projections for increased water usage, and addressed plans for reduced water usage.

- Mr. Johnson addressed Board comments: Stated that City's usage projections were based on county projections for population growth and use; that City's population increase projections were relatively modest; and stated that City's per capita usage was lowest of Palm Beach county municipalities as a result of water conservation
- **Action:** Motion made by Mr. Humm with a second by Mr. Marotta that the Board vote to recommend to the City Commission approval of P&ZB/HRPB 14-0020001, consideration of a City-initiated request regarding a text amendment to the Comprehensive Plan and adopting the 10-year Water Supply Plan.

Vote: Ayes: Mr. Sherwin; Ms. LaTorre; Mr. Humm; Mr. Marotta; Ms. Brown; and Mr. Zacks

Nays: None

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

F. Unfinished Business:

G. New Business:

EXHIBIT 'A'

CITY OF LAKE WORTH

Final

2014 10-Year Water Supply Plan

December 2014

Prepared by:



2014 10-Year Water Supply Facilities Work Plan

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Section 1

Introduction

Section 1

Introduction

1.1 Project Background

Adopted by the 1985 Florida Legislature, the "*Local Government Comprehensive Planning and Land Development Regulation Act*" (reference Chapter 163, Part II, F.S., also known as Florida's "*Growth Management Act*") requires all of Florida's 67 counties and 410 municipalities to adopt Local Government Comprehensive Plans that guide future growth and development. Comprehensive plans contain chapters or "elements" that address future land use, housing, transportation, infrastructure, coastal management, conservation, recreation and open space, intergovernmental coordination, and capital improvements.

The City of Lake Worth's Comprehensive Plan was last adopted October 20, 2009 (with amendments approved August 7, 2012). At that time, a 10-Year Water Supply Facilities Work Plan was adopted to coordinate with South Florida Water Management District's (SFWMD) Lower East Coast (LEC) Water Supply Plan. Work Plans are required to be updated every five (5) years to coordinate with 5-year updates to the LEC.

1.2 Project Purpose and Scope

The purpose of this report is to update the City's 10-Year Water Supply Facilities Work Plan in order to keep the City current with overall planning strategies and projection data. The City's updated Work Plan will be used to coordinate with SFWMD and their recent update to the LEC Water Supply Plan which was adopted by the SFWMD governing board on September 12, 2013. The City has 18 months from the date of adoption of the LEC, or by March 2015, to revise their Comprehensive Plan to incorporate the updated 10-Year Water Supply Facilities Work Plan. Work Plan details are included in Sections 2 through 4 of this report, and recommended Comprehensive Plan updates are included in Section 5.

Section 2

Overview of Lake Worth's
Existing Water Supply System

Section 2

Existing Water Supply System

2.1 Service Area

The City of Lake Worth is a coastal community located in central Palm Beach County, Florida. The City's water service area includes approximately 10 square miles of residential and commercial property, and serves a population of 36,267 within the City, and a population of 11,593 outside of the municipal boundaries. There are approximately 21,731 ERUs in the City's service area, and the City current serves approximately 12,737 water accounts. The water service area includes areas in unincorporated Palm Beach County, and two (2) bulk water areas which serve Lake Osborne Estates and Lake Clarke Shores/Hypoluxo Village. The City's water service area is shown in **Figure 2-1**.

2.2 SFWMD Water Use Permit

The City's existing Water Use Permit No. 50-00234-W was issued by the South Florida Water Management District (SFWMD) on October 29, 2012 and has a 20-year permit duration (through October 29, 2032). The current permit provides for an annual allocation of 4,106 million gallons per year (MGY) (which equates to an equivalent annual average of 11.25 MGD) and a maximum monthly allocation of 356.5 million gallons (which equates to an equivalent max. monthly average of 11.72 MGD). The City's raw water sources are the Surficial Aquifer System and the Floridan Aquifer System.

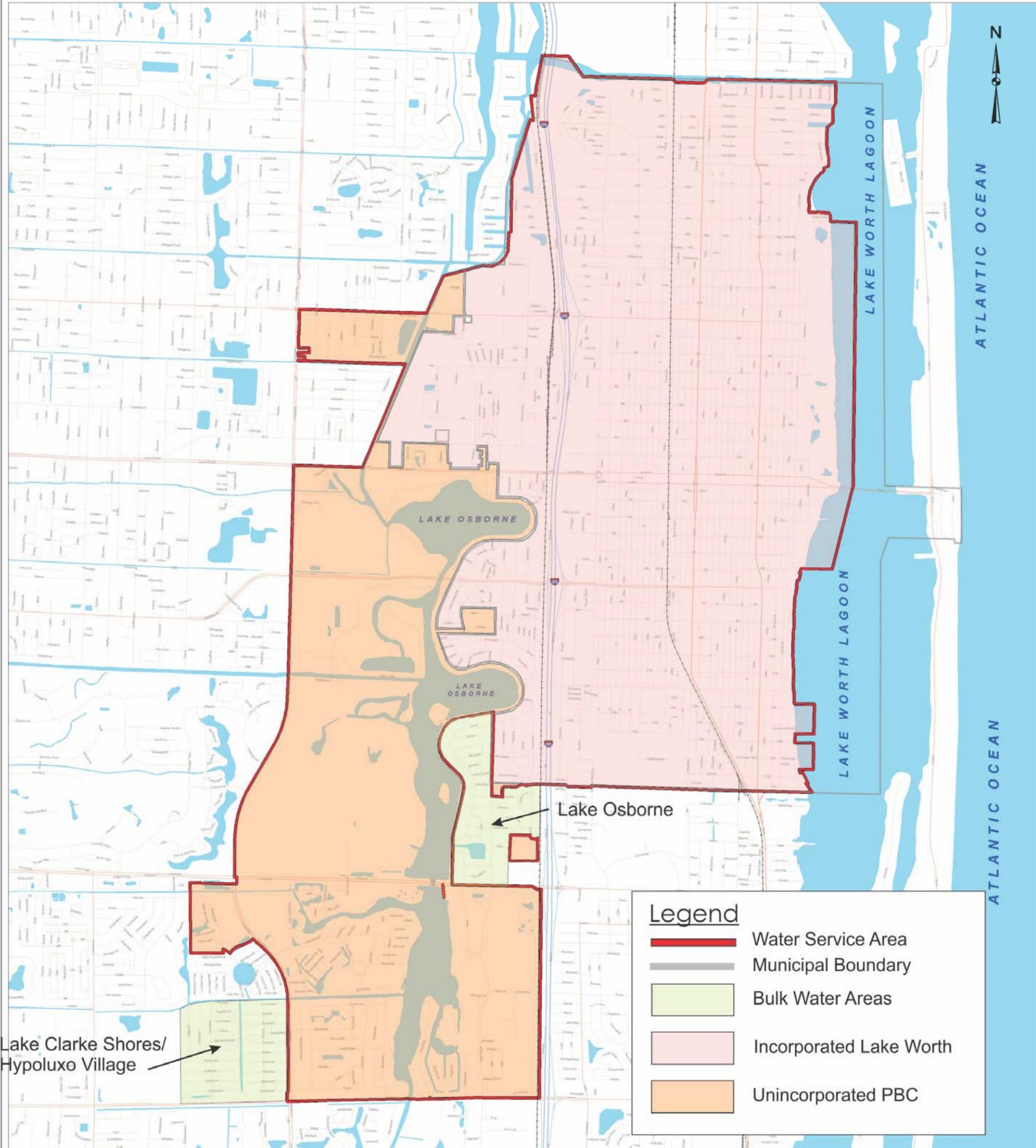
The following withdrawal limitations from specified sources are stipulated:

Table 2.1
Lake Worth WUP Raw Water Withdrawal Limitations

Criteria	Surficial Aquifer System	Floridan Aquifer System
Annual Withdrawal, MG (equiv. MGD)	1,916 (5.25)	2,190 (6.0)
Maximum Monthly Withdrawal, MG (equiv. MGD)	180 (5.92)	206 (6.77)
Monthly Average Dry Season (Dec. thru May), MG (equiv. MGD)	152 (5.0)	n/a
Monthly Average Wet Season (Jun. thru Nov.), MG (equiv. MGD)	168 (5.5)	n/a
SAS Wells 1-15, Monthly Average Dry Season (Dec. thru May), MG (equiv. MGD)	101 (3.3)	n/a
SAS Wells 1-15 Monthly Average Wet Season (Jun. thru Nov.), MG (equiv. MGD)	112 (3.68)	n/a

Source: SFWMD WUP No. 50-00234-W issued October 29, 2012.

Figure 2-1
Lake Worth Water Supply Service Area



2.3 Raw Water Sources

The Surficial Aquifer and the Floridan Aquifer are the sources that are utilized by the City of Lake Worth for its raw water supply. The wells consist of casings that are 12-inch to 16-inch in diameter. The raw water is withdrawn by either submersible turbine pumps (Surficial) or artesian pressure (Floridan) that discharge through a raw water collection and transmission system.

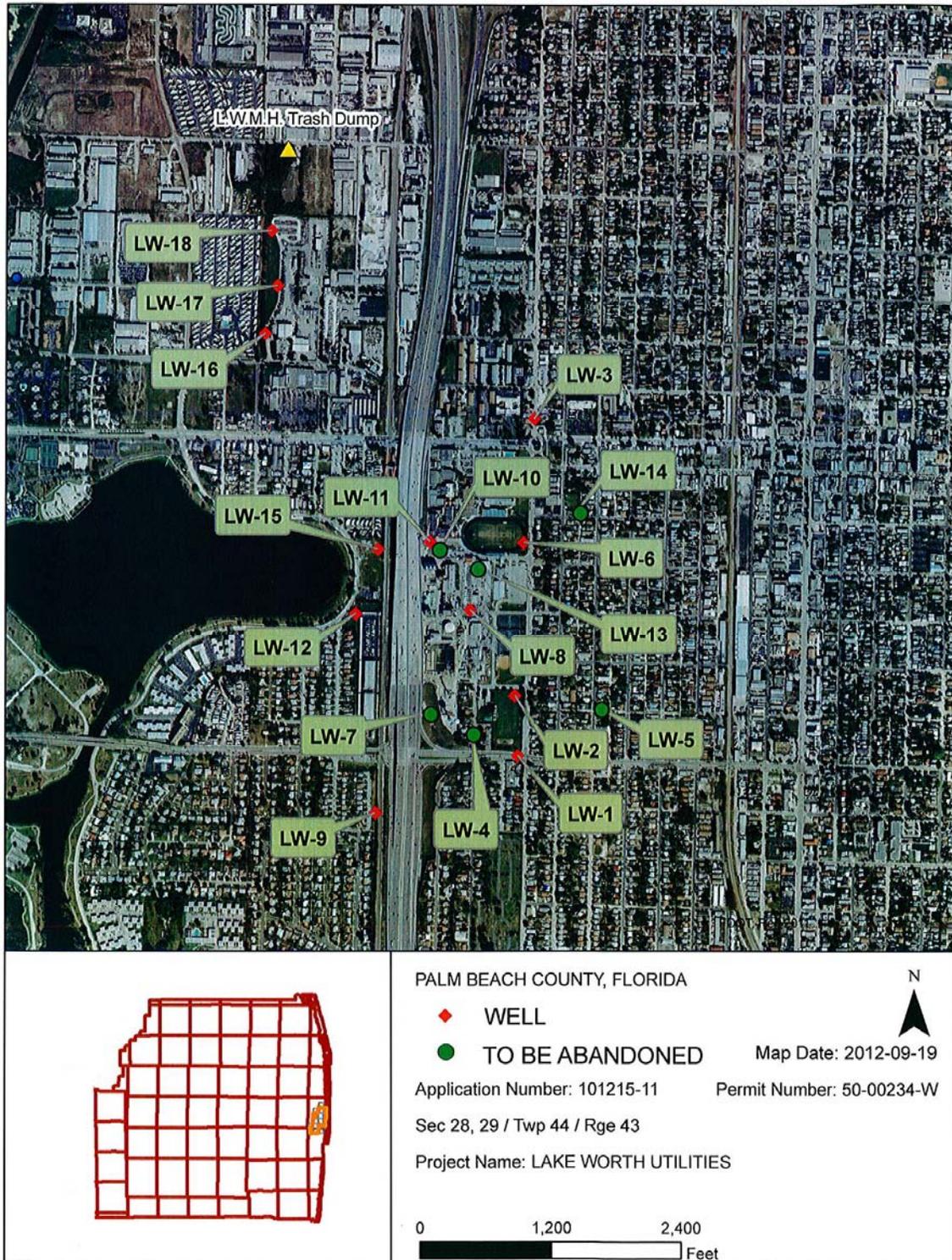
There are eighteen (18) Surficial Aquifer wells as shown in **Figure 2-2**. Nine (9) wells are active, three (3) wells are proposed, two (2) wells are abandoned, and four (4) wells are proposed to be abandoned. The Surficial Aquifer wells provide raw water to be treated at the City's Lime Softening Water Treatment Plant.

There are three (3) existing and seven (7) proposed Floridan Aquifer wells as shown in **Figure 2-3**. The Floridan Aquifer wells provide brackish raw water to be treated at the City's Reverse Osmosis (RO) Water Treatment Plant.

Well descriptions and details are included in **Table 2.1**.

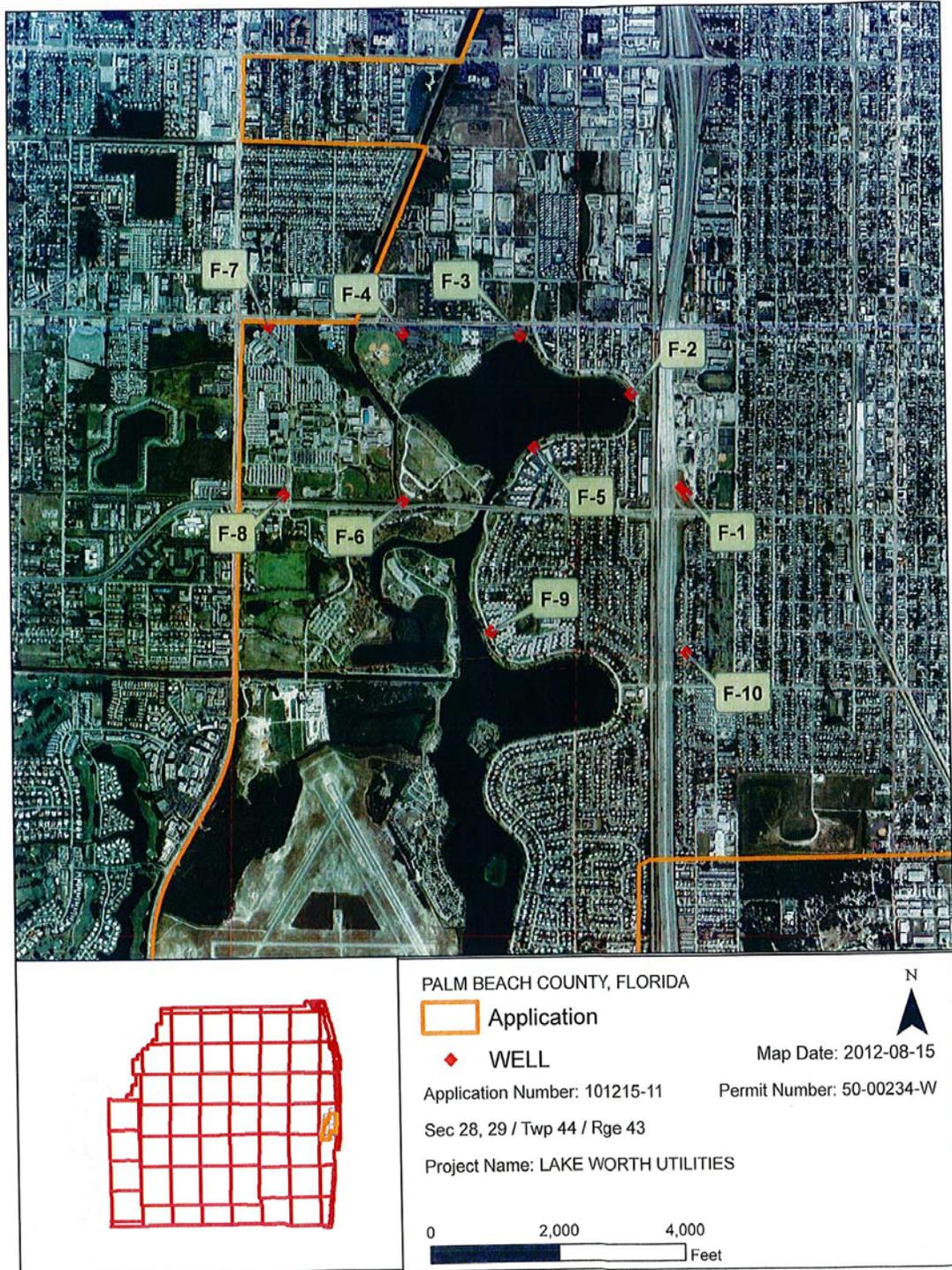
The total wellfield capacity is approximately 20.68 MGD, but is limited to average annual and maximum monthly withdrawal per the SFWMD water use permit described above in **Section 2.2**.

Figure 2-2
Lake Worth Surficial Aquifer Wellfield



Source: SFWMD WUP No. 50-00234-W issued October 29, 2012. Wells LW-5 and LW-13 have been abandoned as of July 2012.

Figure 2-3
Lake Worth Floridan Aquifer Wellfield



Source: SFWMD WUP No. 50-00234-W issued October 29, 2012.

Table 2.2
Lake Worth Raw Water Wellfield

Well No.	Status	Diameter (in.)	Depth (feet)	Year Installed	Initial Capacity (gpm)
Surficial Aquifer Wells					
LW-1	Active Primary	12	250	1980	1000
LW-2	Active Primary	12	200	1946	1000
LW-3	Active Standby	14	250	2000	800
LW-4	To Be Abandoned by 2020	12	110	1944	750
LW-5	Abandoned	14	310	1990	800
LW-6	Active Primary	14	175	1988	800
LW-7	To Be Abandoned by 2020	14	150	1986	1000
LW-8	Active Primary	14	138	1987	700
LW-9R	Active Primary	12	258	2005	800
LW-10	To Be Abandoned by 2020	14	159	1987	900
LW-11	Active Primary	14	102	1952	750
LW-12	Active Standby	14	160	2003	800
LW-13	Abandoned	12	116	1952	750
LW-14	To Be Abandoned by 2020	12	250	1974	1000
LW-15R	Active Primary	14	280	2010	800
LW-16	Proposed Primary	14	250	2014	800
LW-17	Proposed Primary	14	160	2016	800
LW-18	Proposed Standby	14	160	2017	800
		Total Active + Proposed Capacity, gpm (MGD):			9,850 (14.2)
		Total Active + Proposed Firm Capacity, gpm (MGD):			8,850 (12.75)
Floridan Aquifer Wells					
F-1	Active	16	1520	2004	1500
F-2	Active	16	1484	2005	1500
F-3	Active	16	1490	2006	1500
F-4	Proposed (2020)	16	1550	TBD	1500
F-5	Proposed	16	1550	TBD	1500
F-6	Proposed	16	1550	TBD	1500
F-7	Proposed	16	1550	TBD	1500
F-8	Proposed	16	1550	TBD	1500
F-9	Proposed	16	1550	TBD	1500
F-10	Proposed	16	1550	TBD	1500
		Total Active Capacity, gpm (MGD):			4,500 (6.48)
		Total Active Firm Capacity, gpm (MGD):			3,000 (4.32)

2.4 Water Treatment Facilities

The City owns and operates the City of Lake Worth Water Treatment Plant (WTP) which provides potable water to the City's water service area. The plant includes two (2) treatment processes: a lime softening treatment plant which utilizes raw water from the Surficial Aquifer, and a Reverse Osmosis (RO) treatment plant which utilizes raw water from the Floridan Aquifer.

The lime softening WTP provides 12.9 MGD capacity, and includes lime softening, filtration, chemical addition and disinfection treatment processes. The lime softening facility consists of a rapid-mix chamber, two (2) horizontal flocculation and sedimentation basins (settling basins), and six (6) multimedia gravity filters. Each gravity filter has a capacity of 3.0 MGD, but is operated at a capacity of 2.5 MGD, yielding a total capacity of 15 MGD. Consequently, the overall capacity of the water treatment facilities is limited only by the 12.9 MGD capacity of the lime softening unit process.

The RO WTP was constructed in 2011 and provides 4.5 MGD total capacity, with three (3) membrane trains each rated at 1.5 MGD. The RO WTP is designed to be expanded in the future for a total capacity of 9.0 MGD, with six (6) membrane trains at 1.5 MGD each. Each membrane train is expandable by 15% capacity by the addition of 6 pressure vessels on the top row of the membrane train frame.

The RO WTP includes cartridge filtration, membrane feed pumps, chemical addition (acid, scale inhibitor and caustic), degasification/odor control, and disinfection treatment processes. RO concentrate is disposed through a deep injection well. The RO WTP is designed for a recovery rate of 75%.

A raw water bypass blend line and pipeline connection has been provided to allow 5 to 10 percent of the Floridan raw feed water to be blended with the permeate water stream. The purpose of this blend water stream is to add Hardness back to the permeate water flow.

The finished water from the two treatment processes is blended together prior to distribution.

2.5 Water Storage Facilities

The City's water storage facilities include a 1.8 MG clearwell (used for disinfection contact time), a 1.0 MG clearwell, a 1.5 MG ground storage tank and a 0.3 MG elevated storage tank at the water treatment facility. Total water storage volume at the water treatment plant site (not including the 1.8 MG clearwell) is 2.8 MG.

The City's water storage facilities also includes several off-site facilities, including a 0.3 MG elevated storage tank at 22nd Avenue N and N "D" Street, a 0.5 MG ground storage tank at the South Booster Station, and a 0.5 MG ground storage tank at the North Booster Station. Total water storage volume at the offsite facilities is 1.3 MG.

The water storage facilities are shown on **Figure 2-4**. The City's total water storage volume for the plant and for the offsite facilities combined is 5.9 MG and provides sufficient capacity to meet peak hourly and fire flow demands, and to provide adequate contact time for disinfection prior to distribution.

2.6 Water Distribution System and Interconnects with Other Municipalities

The water distribution system consists of a piping network made up of transmission mains sized 12-inch to 36-inch in diameter, and distribution mains sized 2-inch to 10-inch in diameter. The majority of the distribution piping is 6-inch diameter and smaller. Most of the 2-inch lines are galvanized steel. The 4-inch through 36-inch lines are a combination of cast iron, PVC and ductile iron.

The water distribution system is supplied by five (5) high service water distribution pumps. Two (2) of the pumps (#1 and #2) are rated for 6,900 gpm (300 Hp), one (1) pump (#5) is rated for 3,900 gpm (125 Hp) and two (2) of the pumps (#3 and #4) are rated for 2,800 gpm (100 Hp) at a system operating pressure of 60 psi. This provides a total pumping capacity of 23,300 gpm, and a total firm pumping capacity of 16,400 gpm.

The water distribution system includes two (2) booster pumping stations: the North Booster Station and the South Booster Station. The North Booster Station includes two (2) 1,500 gpm pumps, and the South Booster Station has two (2) 1,125 gpm pumps, for a total pumping capacity of 5,250 gpm, and a total firm pumping capacity of 2,625 gpm.

Six (6) interconnects exist between the City of Lake Worth and neighboring water suppliers, which are listed in **Table 2.2** as follows:

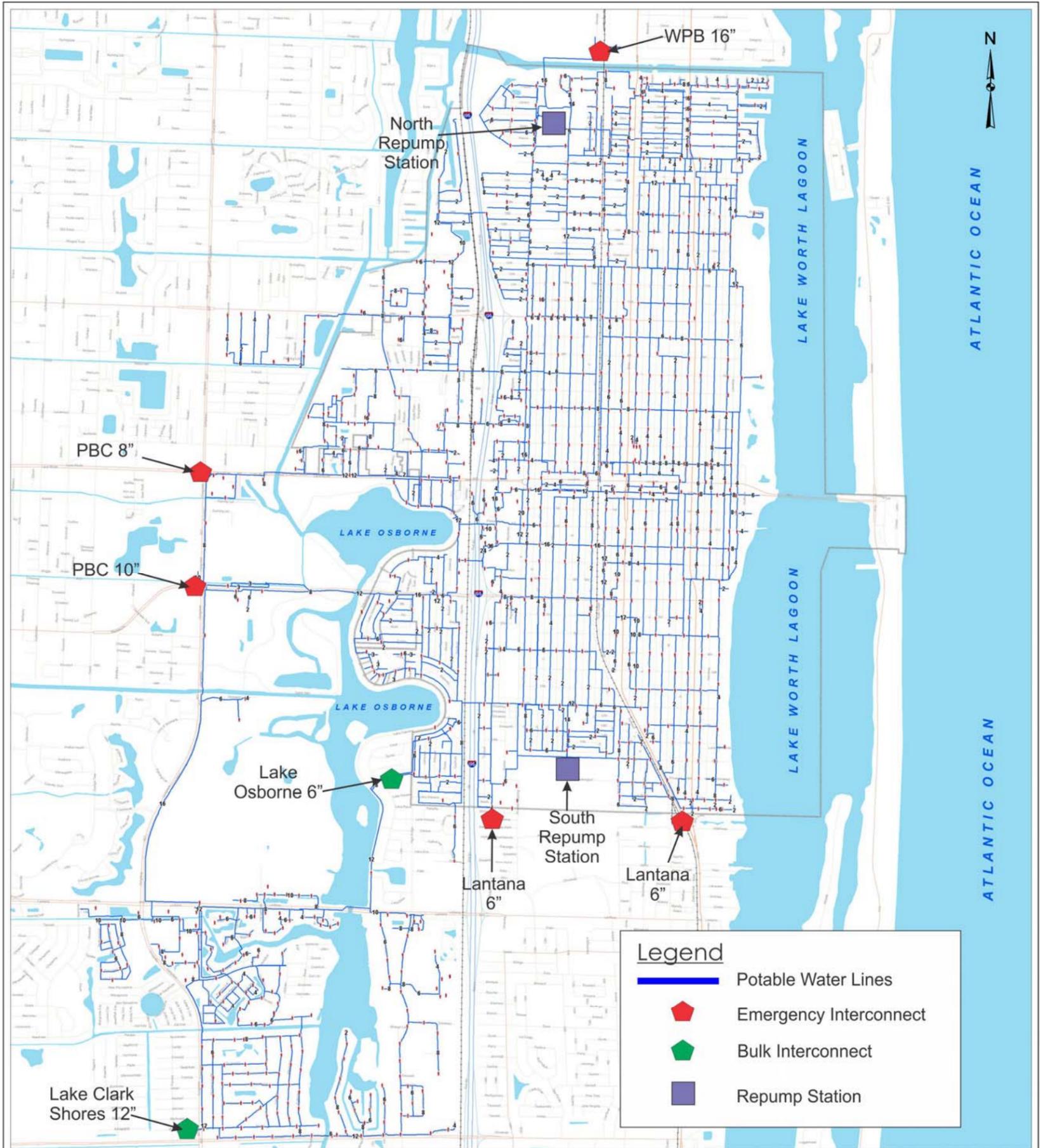
Table 2.3
Lake Worth Potable Water Interconnects

Interconnecting Municipality	Type	Interconnect Location	Interconnect Size
Palm Beach County	Emergency	6 th Avenue and Congress Avenue	10-inch
Palm Beach County	Emergency	Lake Worth Road and Congress Avenue	8-inch
West Palm Beach	Emergency	West Palm Beach Canal / C-51 and Gregory Road	16-inch
Lantana	Emergency	Ridge Road	6-inch
Lantana	Emergency	Dixie Highway	6-inch

These interconnects can be used to maintain water supply within the City during emergency conditions, or to provide emergency water to the neighboring utility from the City of Lake Worth. Currently, one of the interconnects with the Town of Lantana (on Dixie Highway) is disconnected.

The City's water distribution system and interconnects are shown in **Figure 2-4**.

Figure 2-4
Lake Worth Water Distribution System



2.7 Conservation Program

The City of Lake Worth Implements a Water Conservation Program which includes the following:

◆ Irrigation Ordinance

The City of Lake Worth Implements year-round landscape irrigation conservation measures in times of water shortage. The City adopted Florida Administration Code 40E which describes water use restriction during different levels of water shortage. During times of water shortage, the City allows irrigation for three days per week. Irrigation during these times are prohibited during the hours from 10:00 am to 4:00pm.

The City allows year-round watering seven (7) days a week if the home owner uses low volume irrigation, micro-irrigation, low-volume hand watering methods, and rain barrels, cisterns, or other similar rain-harvesting devices.

◆ Landscape Regulations

The City's Ordinance Section 23.6 "Landscaping Regulations" focuses on the conservation of potable and non-potable water by setting landscape design standards to promote planting of native species, using shade trees, limiting lawn grass, and designing yard to retain storm runoff.

◆ Public Education Programs

The City promotes water conservation through handouts which are distributed at Board Meeting, Commission Meetings, Public Meetings, and with Utility bills. The handouts contain AWWA and SFWMD information which educates the public on the benefits of conserving water, water conservation tips and how to check and replace leaky faucets, shower heads, toilets and irrigation systems. The City also supports the "Florida-Friendly Landscaping" Program.

◆ Ultra-Low Volume Plumbing Fixture Ordinance

The City previously adopted the Standard Plumbing Code (1997 ed.) that requires the use of ultra-low volume plumbing fixtures.

◆ Water Conservation Rate Structure

The City previously adopted a Water Conservation Rate Structure. The rate structure establishes block rates based on volume of water usage, with increasing rates at higher usage.

◆ Leak Detection Program

The City has taken a number of steps to reduce unaccounted-for water losses. A meter replacement program has been in place to improve metered flow accuracy to large users. The City plans to

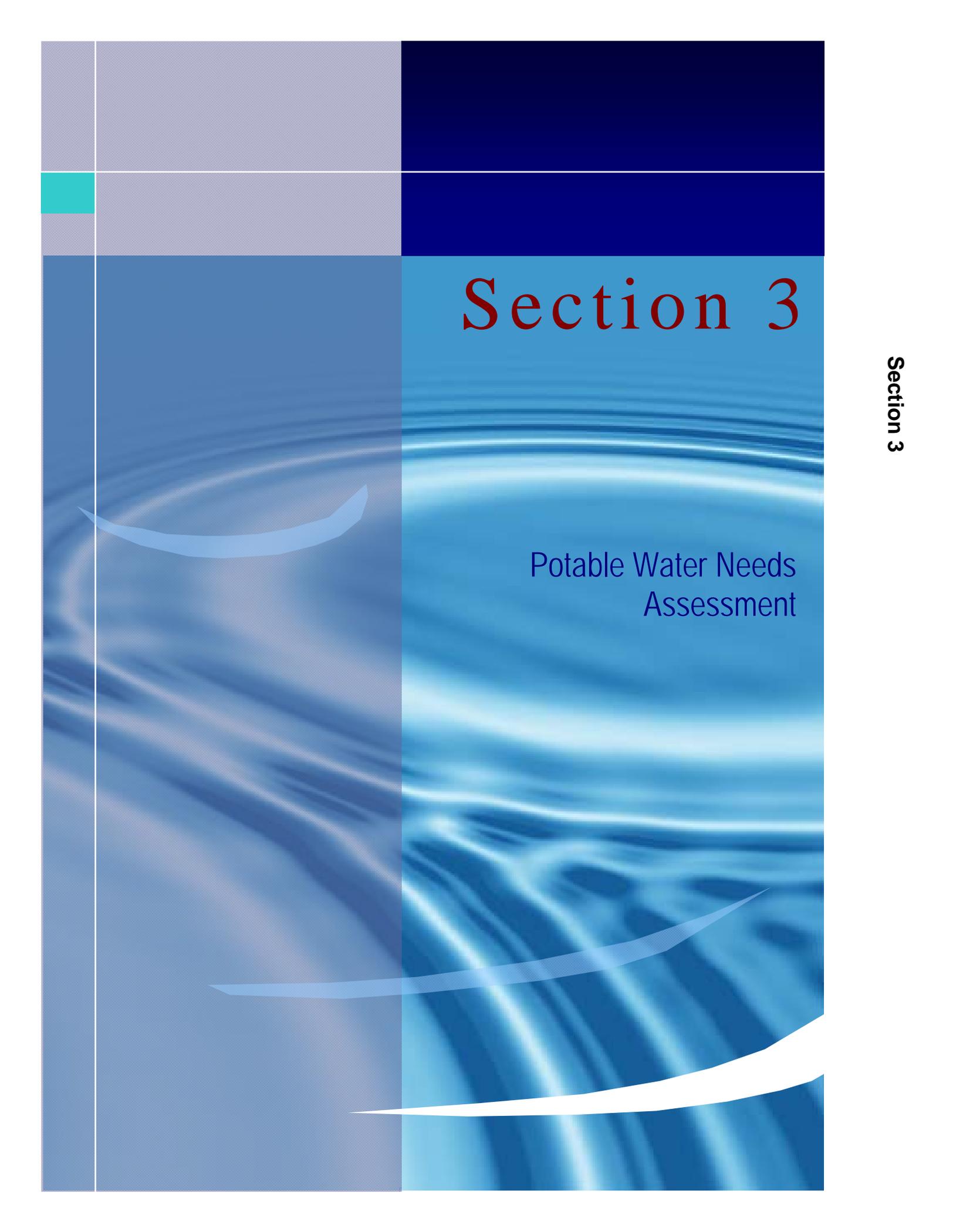
replace 2-inch galvanized water mains that are 50 years plus old with a 6-year phased program beginning in 2015.

◆ **Rain Sensor Device Ordinance**

The City is in the process of adopting a Rain Sensor Device Ordinance. The Ordinance will require that customers install rain sensors on new irrigation systems. The sensors detect when it is raining and automatically turn the irrigation system off.

2.8 Reuse

The City of Lake Worth's wastewater treatment is provided by the East Central Regional Water Reclamation Facility (ECRWF) located in West Palm Beach, Florida. The City's wastewater is conveyed to the ECRWF through Lake Worth's and Palm Beach County's wastewater collection and transmission systems. The ECRWF is approximately 10-miles northwest of Lake Worth. The ECRWF has implemented a reuse water program that primarily provides reuse water to FPL under separate contract with PBC. There are no facilities in the vicinity of Lake Worth that provide reuse water from the ECRWF. Currently, reuse water is not an alternative water supply that is available to the City of Lake Worth from the ECRWF or any other water reclamation facility.

The cover features a background of blue water ripples. On the left, there is a vertical grey bar with a small teal square near the top. The top right corner is a dark blue rectangle. The text 'Section 3' is in a large, dark red serif font, and 'Potable Water Needs Assessment' is in a smaller, dark blue sans-serif font below it.

Section 3

Potable Water Needs
Assessment

Section 3

Section 3

Potable Water Needs Assessment

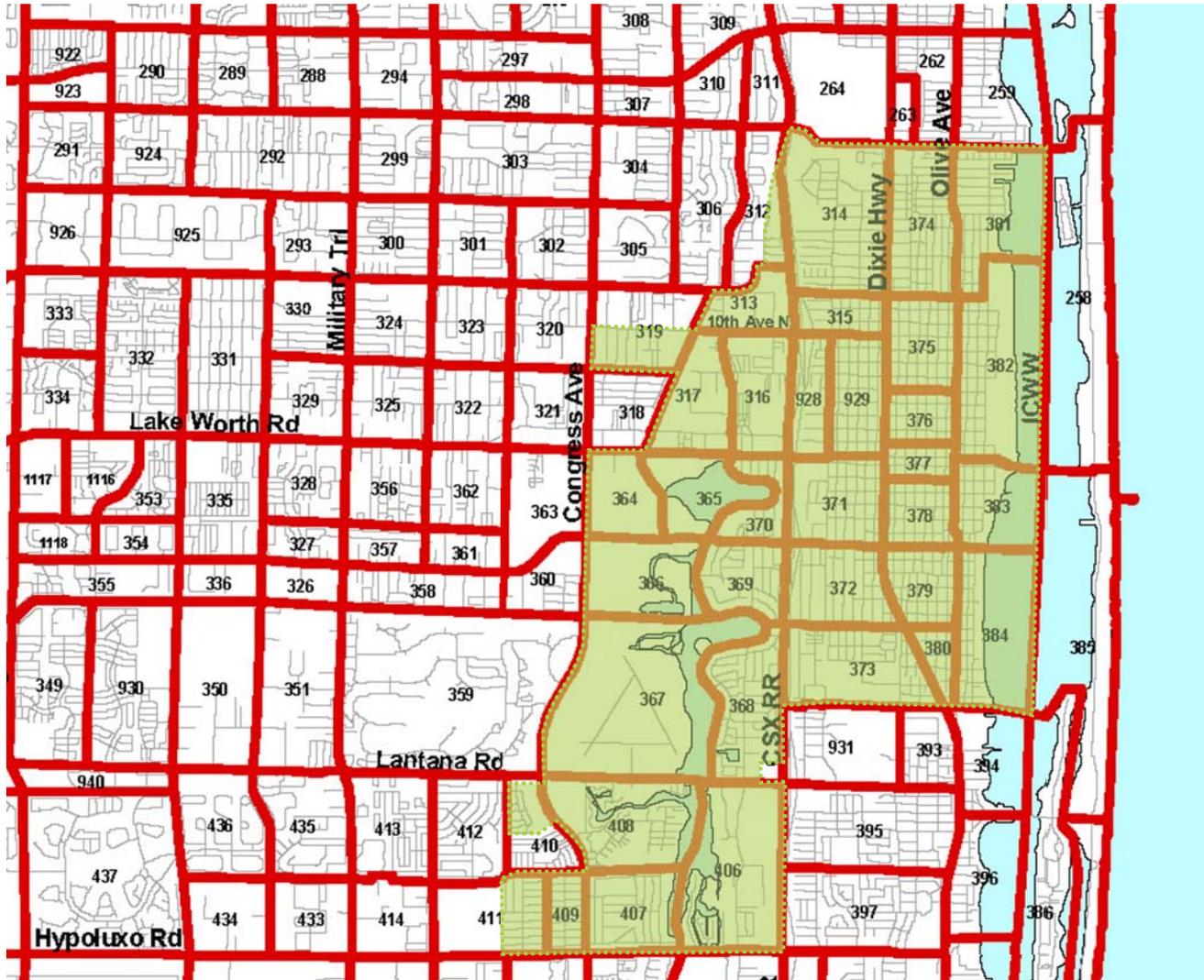
3.1 Population Projections

Each year, the Bureau of Economic and Business Research (BEBR) at the University of Florida prepares the official population projections, in five-year intervals, for each Florida County. Since BEBR issues only a single countywide figure for each county, the Planning Division of the Palm Beach County (PBC) Planning Department annually allocates these figures to smaller geographies for localized planning efforts.

PBC prepares the Population Allocation Model every other year as a tool for long-range service delivery planning in Palm Beach County. Ch. 163.3177(1)(f)3, F.S., requires that each comprehensive plan be based upon population projections published by the Office of Economic and Demographic Research (OEDR) or generated by the local government based upon professionally acceptable methodology. The OEDR publishes the projections prepared by BEBR. PBC utilizes the OEDR/BEBR medium range projections for the County's Population Allocation Model.

The population projections developed for the City of Lake Worth are based on the PBC Planning Departments' 2013 Population Allocation Model. The projected population for the City of Lake Worth water service area was estimated by overlaying a map of Lake Worth's service area onto PBC's GIS base map containing population segregated into TAZs (refer to **Figure 3-1**). Population projections for the City were developed by assessing a percentage of service area located within each TAZ and summing the population projections of the individual TAZs within the overall service area. The population forecast worksheets are included in **Appendix B**, and a summary of the final population projections are included in **Table 3.1**.

Figure 3-1
Lake Worth Water Service Area and TAZ Map



**Table 3.1
Lake Worth Water Service Area
Population Projections through 2035**

TAZ	% of TAZ Population in Service Area	2012	2013	2015	2020	2025	2030	2035	Percent Growth 2015 - 2035
Incorporated Lake Worth									
312	30%	249	251	252	254	256	260	263	4%
313	100%	31	32	32	95	139	194	322	911%
314	100%	2,513	2,575	2,623	2,729	2,854	2,994	3,088	18%
315	100%	852	873	877	886	910	944	972	11%
316	100%	450	460	460	463	495	533	628	36%
317	70%	667	680	683	926	1,037	1,213	1,366	100%
368	30%	569	572	575	588	600	615	627	9%
369	95%	1,236	1,261	1,265	1,274	1,310	1,363	1,425	13%
370	90%	1,301	1,331	1,335	1,351	1,392	1,456	1,508	13%
371	100%	2,770	2,848	2,867	2,920	3,057	3,250	3,377	18%
372	100%	3,223	3,301	3,316	3,355	3,456	3,606	3,718	12%
373	100%	2,379	2,438	2,474	2,552	2,662	2,799	2,885	17%
374	100%	2,106	2,157	2,164	2,183	2,244	2,336	2,408	11%
375	100%	1,982	2,038	2,062	2,119	2,215	2,338	2,421	17%
376	100%	1,172	1,205	1,220	1,243	1,317	1,422	1,491	22%
377	100%	342	350	385	388	405	429	459	19%
378	100%	1,425	1,463	1,471	1,494	1,548	1,622	1,682	14%
379	100%	2,076	2,132	2,153	2,203	2,291	2,402	2,482	15%
380	100%	668	693	695	702	732	779	823	19%
381	100%	1,325	1,355	1,360	1,371	1,395	1,429	1,452	7%
382	100%	1,341	1,372	1,375	1,386	1,419	1,468	1,504	9%
383	100%	953	976	997	1,017	1,062	1,121	1,172	18%
384	100%	990	1,021	1,047	1,062	1,099	1,150	1,193	14%
928	100%	1,041	1,088	1,107	1,163	1,269	1,396	1,476	33%
929	100%	3,702	3,795	3,822	3,886	4,001	4,154	4,267	12%
Total		35,365	36,267	36,617	37,610	39,165	41,271	43,010	17%
Unincorporated Palm Beach County									
316	0%	0	0	0	0	0	0	0	0%
317	30%	286	292	293	397	445	520	585	100%
319	50%	1,371	1,385	1,389	1,401	1,445	1,657	1,712	23%
364	100%	22	22	22	23	23	24	24	7%
365 - Park	100%	0	0	0	0	0	0	0	0%
366 - Park	100%	0	0	0	0	0	0	0	0%
367	100%	117	117	117	117	119	122	124	6%
368	70%	1,328	1,335	1,342	1,372	1,399	1,435	1,464	9%
369	5%	65	66	67	67	69	72	75	13%
370	10%	145	148	148	150	155	162	168	13%
406	100%	743	748	769	811	860	904	978	27%
407	100%	1,207	1,210	1,219	1,247	1,266	1,293	1,318	8%
408	100%	2,839	2,836	2,960	3,060	3,119	3,197	3,253	10%
410	30%	538	537	538	541	559	582	631	17%
Total		8,661	8,696	8,864	9,186	9,458	9,966	10,332	17%
Lake Osborne									
368	70%	1,328	1,335	1,342	1,372	1,399	1,435	1,464	9%
Total		1,328	1,335	1,342	1,372	1,399	1,435	1,464	9%
Lake Clark Shores/Hypoluxo Village									
409	100%	601	602	606	615	622	629	634	5%
411	100%	856	860	875	902	923	942	958	10%
Total		1,457	1,462	1,481	1,516	1,545	1,571	1,593	8%
Total		46,812	47,760	48,303	49,685	51,568	54,243	56,399	17%

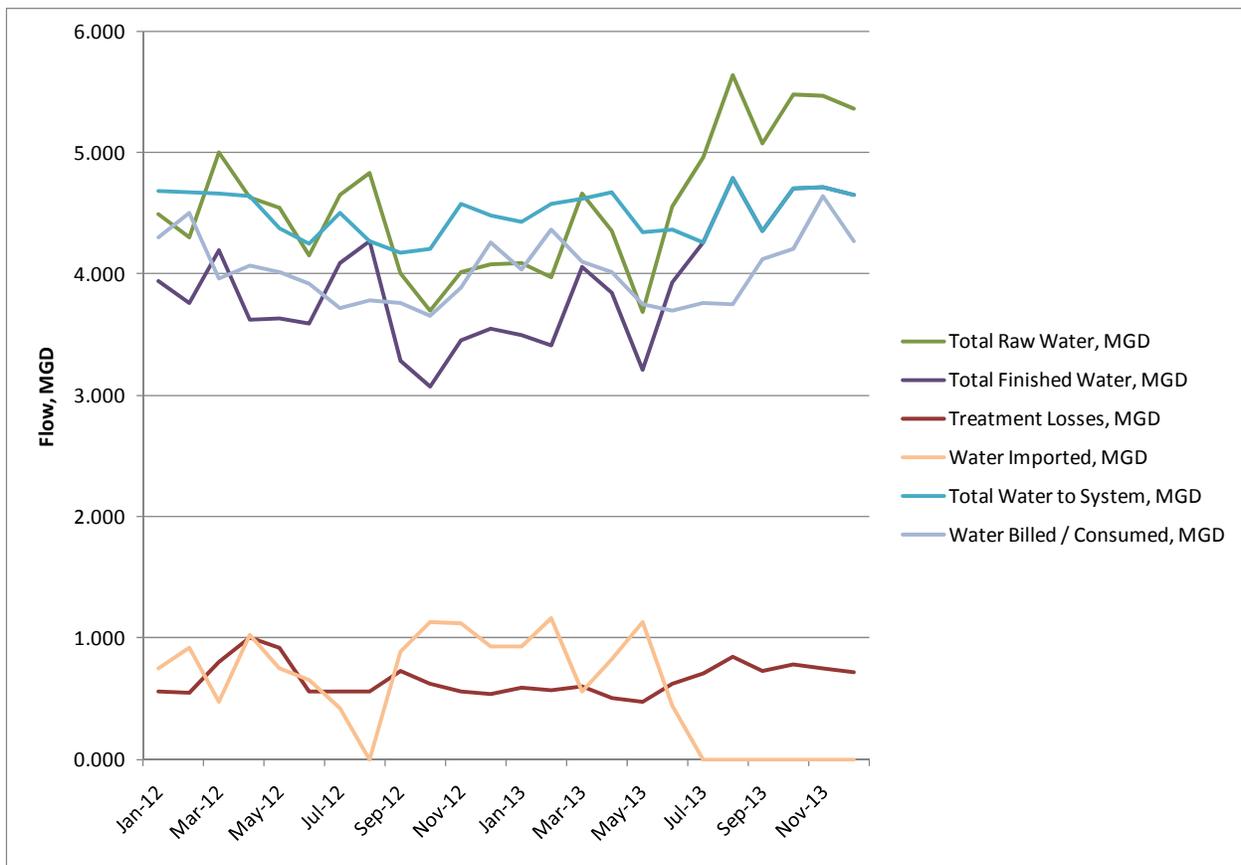
*Source PBC Planning Department 2013 Population Allocation Model

3.2 Historical Potable Water Demands and Levels of Service

Two years of data, January 2012 to December 2013, was evaluated to establish recent historical potable water demands for the City of Lake Worth. Consumption data records from the City's billing accounts, as well as raw and finished water flow data from the City's water treatment plant operation records were reviewed and summarized.

Lake Worth's historical raw, finished and billed/consumed water flows are shown in **Figure 3-2**. A complete summary of the City's historical water data is provided in **Appendix A**.

Figure 3-2
Lake Worth Historical Water Flows



Based upon the historical demand evaluation, **Table 3.2** shows the Levels of Service that are established for the City:

Table 3.2
Lake Worth Potable Water Levels of Service

Service Item	Value
Aggregate Per Capita Finished Water Demand	95 gal/capita/day
Average Person per Household ¹	2.65
Max. Month : Average Day Demand Factor	1.16
Max. Day : Average Day Demand Factor	1.5
Peak Hour : Max Day Demand Factor ²	2.0
Minimum Water Distribution System Pressure at Peak / Fire Flow Conditions ²	30 psi
Minimum Fire Flow Requirements ²	1,000 gpm Residential 2,000 gpm Multi-Family, Commercial, and Industrial

(1) Source: U.S. Census 2010 data.

(2) Source: Lake Worth Water Distribution System Hydraulic Model, by Mock Roos

3.3 Water Demand Projections and Capacity Evaluation

The population projections established under **Section 3.1** were coupled with the projected Levels of Service established under this **Section 3.4** to develop water demand projections for the City. The water demand projections are provided in **Table 3.4**.

Based on the projections, in the next 10 years, the City is anticipated to have a total finished water demand (average day) of 4.9 MGD and a maximum day demand of 7.35 MGD in the Year 2025. The water treatment plant currently has a permitted capacity of 17.4 MGD, which provides for sufficient capacity to meet the City's water demand needs over the next 10-year planning period.

However, the plant capacity is limited by the volume of raw water which is permitted to be withdrawn by the South Florida Water Management District (SFWMD) through the City's Water Use Permit (WUP). The current WUP allows for withdrawal of 4,106 million gallons per year, which is equivalent to an average daily withdrawal of 11.25 MGD, with a maximum monthly allocation of 356.5 million gallons (equivalent to 11.72 MGD maximum month average daily flow). The projected raw water needs in 2025 are 5.73 MGD average daily flow, and 6.65 MGD maximum month average daily flow. Based on the projections, the current permit is sufficient to meet the 10-year water supply needs of the City (through Year 2025).

It is projected that the raw water capacity of the current WUP will meet the water supply needs of the City for the 20-year duration of the permit (through the Year 2032) and beyond.

Table 3.4
Lake Worth Water Demand Projections

Year	Service Area Population					Water Demand					Lime + RO Water Treatment Capacity, MGD	WTP Capacity Surplus / (Deficit), AADF MGD	WTP Capacity Surplus / (Deficit), MDF MGD	Wellfield Capacity, AADF MGD ⁵	Wellfield Capacity Surplus / (Deficit), AADF MGD
	Incorp. Lake Worth	Unincorp. Palm Beach County	Lake Osborne	Lake Clark Shores / Hypoluxo Village	Total	Average Raw Water, MGD ¹	Average Finished + Bulk Water, MGD	Average Consumed / Billed Water, MGD ²	GPCD ⁴	Projected Max. Day Finished, MGD ³					
2012	35,365	8,661	1,328	1,457	46,812	4.367	4.459	3.986	95						
2013	36,267	8,696	1,335	1,462	47,760	4.777	4.540	4.059	95						
2015	36,617	8,864	1,342	1,481	48,303	5.648	4.830	4.376	100	7.245	17.4	12.570	10.155	11.25	5.602
2020	37,610	9,186	1,372	1,516	49,685	5.810	4.968	4.501	100	7.453	17.4	12.432	9.947	11.25	5.440
2025	39,165	9,458	1,399	1,545	51,568	6.331	5.415	4.906	105	8.122	17.4	11.985	9.278	11.25	4.919
2030	41,271	9,966	1,435	1,571	54,243	6.660	5.696	5.160	105	8.543	17.4	11.704	8.857	11.25	4.590
2035	43,010	10,332	1,464	1,593	56,399	6.925	5.922	5.365	105	8.883	17.4	11.478	8.517	11.25	4.325

= Historical Data

= Projected Data

(1) Average Treatment Plant Water Loss = 14.48%

(2) Average Distribution System Water Loss = 9.4%

(3) Max. Day : Average Day Factor = 1.5

(4) Historical per capita consumption values for 2012 & 2013 reflect "recession" period values. Per capita consumption for future years anticipated to increase slightly to reflect more typical "non-recession" consumption values.

(5) Wellfield capacity based on SFWMD WUP AADF withdrawal allocation for Surficial + Floridan Aquifer systems.

Regarding the City's water distribution system, a "*Water Distribution System Hydraulic Model*" was developed by the City's Engineering Consultant, Mock Roos, in December 2005, with an update provided in April 2013. The hydraulic model evaluated the City's water distribution system under future water demand and fire flow conditions. Deficiencies noted in the evaluation were developed into a water system Capital Improvement Program (CIP) (refer to **Section 4**).

The Hydraulic Model utilized the following assumptions for future flow conditions:

- Average Water Demand (existing) = 7.1 MGD
- Future Average Water Demand = 8.52 MGD (current demand x 1.2 peak factor)
- Future Maximum Day Demand = 12.78 MGD (future average demand x 1.5 peak factor)
- Future Peak Hour Demand = 25.56 MGD (future maximum day demand x 2.0 peak factor)

When compared to the water demand projections presented above, the assumptions utilized in the City's Hydraulic Model exceed the projected 10-year Average Day Demand of 4.9 MGD and Maximum Day Demand of 7.35 MGD. Therefore, with implementation of the recommended CIP projects, the distribution system has adequate capacity to serve the City's 10-year water supply needs.

Regarding the City's water distribution high service pumps and booster pump stations, it was previously noted in **Section 2.6** that the City's has a firm pumping capacity of 19,025 gpm. The 10-year water demand projections estimate a Maximum Daily Flow of 7.35 MGD in 2025, with a Peak Hour Flow of 16.2 MGD (11,280 gpm). Since the firm pumping capacity of 19,025 gpm exceeds the projected peak hour demand of 11,280 gpm, the water distribution high service pumps and booster pump stations have adequate capacity to serve the City's 10-year peak hour water demands.

Section 4

Capital Improvement
Program

Section 4

Capital Improvement Program

4.1 Capital Improvement Program (CIP) Summary

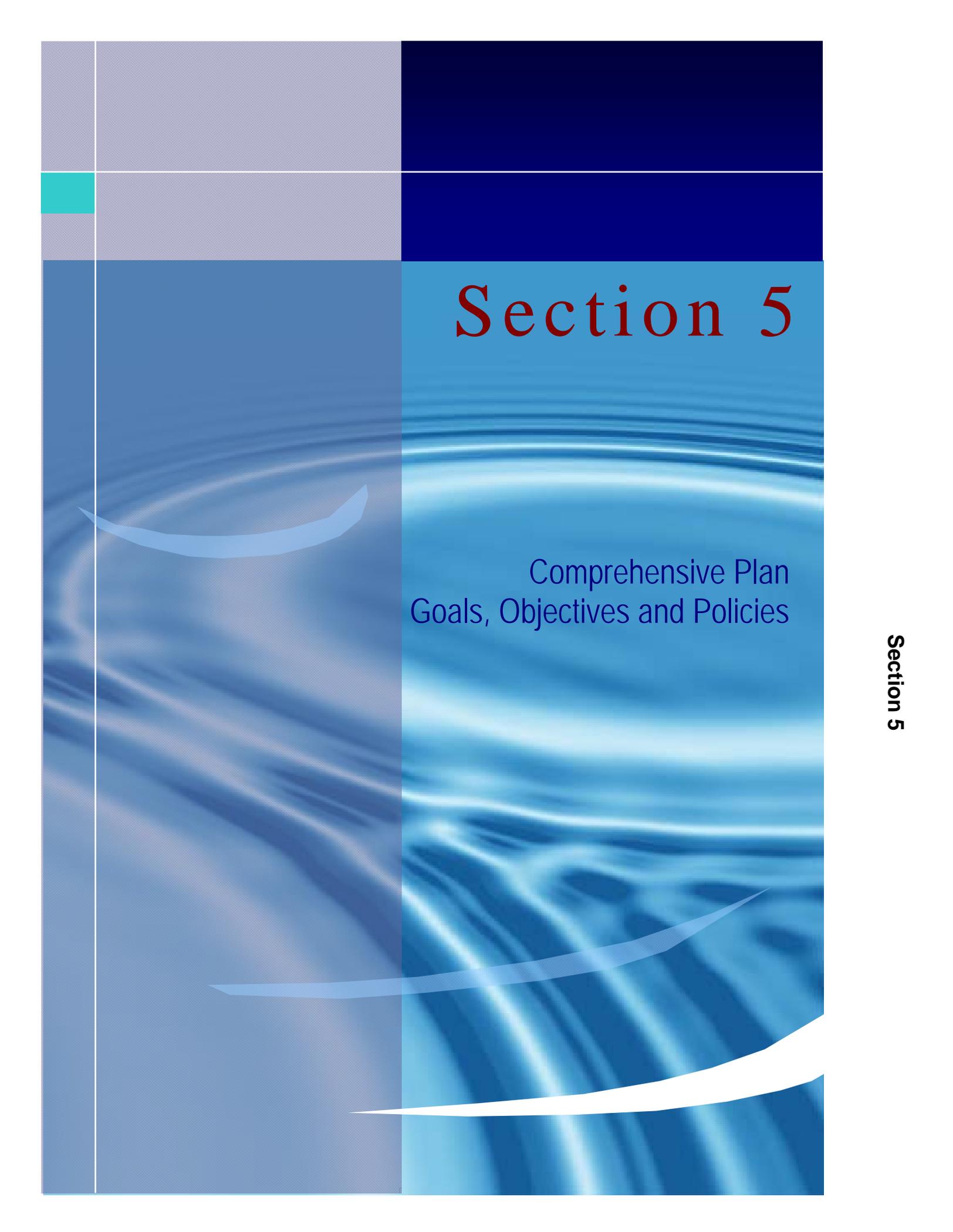
The City of Lake Worth Utility Department creates a Capital Improvement Program (CIP) to outline the necessary capital improvement and renewal & replacement upgrades that are required for the water distribution system and Water Treatment Plant. The City's 5-Year CIP is listed in **Table 4.1** and consists of \$32M of water system improvements between 2014 and 2019.

The City plans an extensive water main replacement program which includes replacing 2-inch lines and upgrading pipes to provide improved fire protection. The Water Treatment Plant is scheduled to replace three (3) High Service Pumps and rehabilitate Well LW-12, and the ground storage tank. The City also plans to complete construction of well LW-16 and construct three (3) new wells in the next 5 years, including LW-17, LW-18 and F-4.

Capital Improvement Program

Table 4.1
Lake Worth Water System Capital Improvement Program

Lake Worth Utility CIP								
	PYs as of 9/30/2013	Budgeted FY 2014	Budgeted FY 2015	Budgeted FY 2016	Budgeted FY 2017	Budgeted FY 2018	Budgeted FY 2019	Total
LW 2020 Water Project Fund - 305								
K St & M St		\$171,325	\$1,142,167					\$1,313,492
N F St		\$65,628	\$437,517					\$503,145
15, 16, 17, 18 Ave N; Terr Dr		\$400,358	\$2,669,050					\$3,069,408
Tropical Dr & Barton Rd		\$165,033	\$1,100,221					\$1,265,254
Snowden & Collier			\$187,623	\$1,250,816				\$1,438,439
S, C, D, E, F St			\$189,544	\$1,263,625				\$1,453,169
S, B, C, F St 3rd, 4th, 5th Ave			\$99,506	\$663,375				\$762,881
7th Ave S 8th Ave S, Elm F St					\$105,308	\$702,058		\$807,366
15th Ave S & S N St						\$72,063	\$480,425	\$552,488
Wright, Small, Barber Dr						\$108,766	\$725,106	\$833,872
S East Coast & S H St						\$34,378	\$229,187	\$263,565
Sub Total 305 Fund Water Distribution	\$0	\$802,344	\$5,825,628	\$3,177,816	\$105,308	\$917,265	\$1,434,718	\$12,263,079
Water Fund - 402								
WM Replacement Crestwood (Completed)	\$20,000	\$346,000						\$366,000
WM Replacement 14th Ave N (Completed)	\$26,000	\$160,000						\$186,000
WM Replacement 15th Ave N (Completed)	\$26,000	\$246,783						\$272,783
WM Install 10th Ave S (Completed)	\$50,000	\$560,000						\$610,000
2" Watermain Replacement			\$500,000	\$2,700,000	\$2,700,000	\$2,700,000	\$2,700,000	\$11,300,000
WM Replacement Lake & Lucerne J, K, L, G, M				\$80,000	\$800,000			\$880,000
WM Replacement Lake & Lucerne & FEC					\$150,000			\$150,000
O St & S Palmway MP yr 7				\$62,000	\$410,000			\$472,000
Hillcrest Dr							\$26,000	\$26,000
S K, L, M, St & 1st Ave S							\$73,000	\$73,000
15th Ave S & S G St							\$69,000	\$69,000
11th Ave S & S G St							\$62,000	\$62,000
Vasser & Byrn Mawr							\$64,000	\$64,000
Duke, Lakeside Dr, Wellesley Dr							\$67,000	\$67,000
13th Ave N & 11th Ave N							\$37,000	\$37,000
N H St - 2nd to 5th							\$37,000	\$37,000
Sub Total 402 Fund Water Distribution	\$122,000	\$1,312,783	\$500,000	\$2,842,000	\$4,060,000	\$2,700,000	\$3,135,000	\$14,671,783
4 LOG WTP Improvements		\$690,008						\$690,008
Lime Softening basin		\$30,500						\$30,500
Well 9R Rehabilitation (Completed)		\$200,000						\$200,000
Raw WM Install Well # 16, 17, 18	\$69,500	\$860,000	\$120,000	\$120,000				\$1,169,500
New Construction Well # 16 (Completed)	\$58,900	\$662,000	\$380,000					\$1,100,900
Reconstruction Well # 12		\$25,000						\$25,000
New Construction Well # 17		\$58,900		\$662,000				\$720,900
New Construction Well # 18				\$58,900	\$662,000			\$720,900
New Construction Well # F-4							\$80,000	\$80,000
Replacement HS Pumps #3, 4, 5				\$40,000	\$400,000			\$440,000
Ground Storage Tank Repairs						\$80,000		\$80,000
Sub Total 402 Fund Water Treatment	\$128,400	\$2,526,408	\$500,000	\$880,900	\$1,062,000	\$80,000	\$80,000	\$5,257,708
Subtotal 402 Fund	\$250,400	\$3,839,191	\$1,000,000	\$3,722,900	\$5,122,000	\$2,780,000	\$3,215,000	\$19,929,491
Water Treatment & Distribution Total (402+305)	\$250,400	\$4,641,535	\$6,825,628	\$6,900,716	\$5,227,308	\$3,697,265	\$4,649,718	\$32,192,570

The cover features a vertical split design. The left side is a solid light blue, and the right side is a blue background with a wavy, water-like texture. A dark blue horizontal band is at the top. A small teal square is in the top-left corner. The title 'Section 5' is in a red serif font, and the subtitle 'Comprehensive Plan Goals, Objectives and Policies' is in a blue sans-serif font. A white curved shape is at the bottom right.

Section 5

Comprehensive Plan
Goals, Objectives and Policies

Section 5

Comprehensive Plan Goals, Objectives and Policies (GOP)

5.1 Comprehensive Plan GOP

As noted in 163.3177(6)(c)3, F.S., local governments are required to update their Water Supply Facilities Work Plan through an amendment to their Comprehensive Plan within 18 months of the SFWMD Governing Board's adoption of the regional Water Supply Plan.

The most recent update to the LEC Water Supply Plan was adopted by the SFWMD governing board on September 12, 2013. Therefore, by March 2015, the City is required to revise their Comprehensive Plan to incorporate the updated 10-Year Water Supply Facilities Work Plan.

The following section provides the finalized list of Goals, Objectives and Policies which are recommended for adoption in the City's 2015 Comprehensive Plan amendments.

POTABLE WATER SUPPLY OBJECTIVES AND POLICIES

Objective 4.1.5: ~~To provide for short term and long term potable water needs through the establishment of new wells, as required, to serve the water supply service area through the planning period.~~ To plan for and assure an adequate supply of excellent quality potable water to meet the needs of all residents and non-residential establishments within the City of Lake Worth and within the City's service area during the 10 year Water Supply Plan planning horizon.

Policy 4.1.5.1: The City will continue to implement a short- and long-term schedule for establishment of new wells through the planning period as provided for in the "South Florida Water Management District's Consumptive Use Permit No. Re-Issue 50-00234-W", dated January, 2006 October 29, 2012.

Policy 4.1.5.2: The City will continue to investigate potential sites in the service area for placement of additional production wells in order to ensure acquisition of adequate well sites to meet long-term demands.

Policy 4.1.5.3: ~~South Florida Water Management District adopted the Lower East Coast (LEC) Regional Water Supply Plan in February, 2007. By August 15 2008, the City shall update this potable water subelement to incorporate the alternative water supply projects selected by the City to meet the supply needs.~~ The City will maintain a water supply facilities work plan that is coordinated with SFWMD's *District Lower East Coast Regional Water Supply Plan* and Palm Beach County by updating its own work plan within 18 months of an update to SFWMD's *District Lower East Coast Regional Water Supply Plan*.

Comprehensive Plan Goals, Objectives and Policies (GOP)

- Policy 4.1.5.4: By ~~December, 2008~~ March, 2015, the City shall coordinate with SFWMD and develop a 10-year work plan considering Lower East Coast (LEC) Regional Water Supply Plan. The City hereby adopts by reference the "City of Lake Worth 2014 10-Year Water Supply Plan", dated December 2014. The City shall send a letter to SFWMD which identifies projects for future water supply needs of the City. Projects must be selected from the LEC Regional Water Supply Plan or must be prior approved by SFWMD.
- Policy 4.1.5.5: The City's *Water Supply Plan* will be consistent with the standards and regulations established by the SFWMD, FDEP, State and other jurisdictional agencies.
- Policy 4.1.5.6: The City will coordinate with Palm Beach County, Lake Clark Shores, and Lake Osborne Estates to ensure that the City's estimates and projections for potable water demand are incorporated into their estimates of demand.
- Policy 4.1.5.7: Based upon the adopted level of service data and analysis in the City's *Water Supply Plan*, the City will review future demands to verify that there are no needs for future expansion of potable water facilities.
- Policy 4.1.5.8: If new development would result in a significant increase in population beyond current projections, the City shall re-evaluate the potable water system capacity and ensure that the central water system can meet level of service standards prior to issuance of a development order.
- Policy 4.1.5.9: The City shall continue to monitor groundwater supply conditions in conjunction with the SFWMD.
- Policy 4.1.5.10: The City shall encourage and require, as needed, the interconnection and looping of existing and proposed segments of the potable water distribution system.
- Policy 4.1.5.11: The City has determined the most cost-effective option for augmenting the potable water system with an alternative water source is through the use of the Floridan Aquifer water supply source and the construction of an RO Water Treatment . The City shall pursue cooperative efforts with SFWMD, Palm Beach County, and other local jurisdictions, in providing cost-effective alternative water supply solutions.
- Policy 4.1.5.12: The City shall continue operation of the Reverse Osmosis Water Treatment Plant Project that will utilize the three existing Floridan wells, and implement a blended finish water supply of Reverse Osmosis treated water that also utilizes Lake Worth Lime Softened Surficial water. This allows the City to continue to meet ever more restrictive water standards while leaving the greatest flexibility with respect to water supply alternatives.
- Objective 4.1.6: To maximize the use of water facilities within the Lake Worth Water and Sewer Service Area, ~~to discourage urban sprawl.~~ the City shall maintain a
-

Comprehensive Plan Goals, Objectives and Policies (GOP)

service area boundary for potable water and shall discourage leapfrog development and urban sprawl.

Policy 4.1.6.1: The City's Utility Department will make its number one priority the maintenance and improvement of the existing water system through an aggressive program to replace old and /or undersized water mains.

Policy 4.1.6.2: The City will ~~aggressively~~ actively pursue the installation of new water systems to serve the County residents within its service area.

Policy 4.1.6.3: The City may provide or receive wholesale potable water service to or from other cities and Palm Beach County by written agreement.

Policy 4.1.6.4: The City shall be the provider of potable water to residents and nonresidential establishments within the City's water service area boundary except as otherwise established by written agreement.

Policy 4.1.6.5: The City shall discourage urban sprawl by maintaining a Service Area boundary, such that:

- All new developments within the City's Service Area shall connect to the City's existing centralized water supply/treatment facilities, except as otherwise established by written agreement.
- The City shall only provide service to those areas included in the City's delineated Service Area, except as otherwise established by written agreement.
- The City shall require new home construction to connect to City water service, if available.
- Reconnection to private well service in lieu of City potable water is not an option once connected to City service.
- The City shall not allow disconnection from existing City potable water service, unless by written agreement.

Objective 4.1.7: To conserve potable water.

Policy 4.1.7.1: ~~The City will continue to enforce its LDRs, which mandate encourage implementation of xeriscape practices.~~ The City shall adopt a Policy which requires the use of water-efficient landscaping in all new development and redevelopment, and require functioning rain-sensor devices on all automatic irrigation systems on new systems.

Comprehensive Plan Goals, Objectives and Policies (GOP)

- Policy 4.1.7.2: ~~The City will require all new construction and renovation to utilize water conserving plumbing fixtures. The City will promote water conservation through the enforcement of the adopted Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations, and will comply with the appropriate water management district water use restrictions.~~
- Policy 4.1.7.3: The City will provide information to prospective developers on xeriscape or water-conserving landscaping principles, including the use of highly drought-resistant plant materials, limiting the areas of turf cover to areas where functional benefits are provided, efficient irrigation systems, and the use of soil improvements and mulches to improve water holding capacity. ~~A copy of the South Florida Water Management District's Model Xeriscape Landscape Code will be maintained on file at City Hall for this purpose.~~
- Policy 4.1.7.4: The City shall maximize the efficiency of public water distribution system by decreasing the unaccounted for water (UAW) and demonstrate steady progress towards meeting a 10% UAW as soon as practicable. This shall be monitored by conducting system water audits of the distribution system on an annual basis, and a comprehensive audit every 5 years to provide an effective means of identifying and reducing water and revenue losses and making better use of water resources. The City shall also develop and maintain an accurate model of the water distribution system to accurately estimate customer water usage so that it may be compared with measured consumption to determine where unaccounted losses may be occurring.
- Policy 4.1.7.5: The City shall maintain a leak detection protection program, in accordance with AWWA Manual M-36, in order to discover and eliminate wasteful losses of potable water from the City's distribution system. Detecting and fixing leaks can provide one of the largest returns on investment, especially in older systems.
- Policy 4.1.7.6: ~~The City will continue to coordinate and cooperate with the South Florida Water Management District. The City will continue to cooperate with the South Florida Water Management District (SFWMD) in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.~~
- Policy 4.1.7.7: ~~The City shall coordinate local water conservation education efforts with the SFWMD and the Palm Beach County School Board.~~
- Policy 4.1.7.8: ~~The City shall adhere to SFWMD emergency water shortage restrictions when mandated by the District.~~
-

Comprehensive Plan Goals, Objectives and Policies (GOP)

Policy 4.1.7.9: The City shall inform residents and businesses of, and shall encourage their participation in, the County's water conservation programs. These information and educational programs shall include the following types of efforts:

- a. establish conservation information kiosks to provide literature at City facilities. Make multilingual materials available as needed;
- b. create information banner signs to be attached to City facilities and park fences, promoting water conservation.
- c. create informational links and tools to be placed on the City's website, promoting water conservation.
- d. pursuing funding through SFWMD Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
- e. Inviting speakers for forums or workshops at City Hall.
- ~~f. continue to promote water efficient household appliances through rebates for replacing inefficient appliances.~~
- ~~g. continue to provide low flow shower heads, aerators, and flow restrictors through the conservation kit program.~~
- ~~h. provide free residential water audits to customers. A residential water audit should include the inspection of toilets, showers, faucets, clothes washers, dishwashers, water filters, water softeners, evaporative coolers, spa/hot tub, etc. for leaks, flow rate, presence of water saving retrofit devices, and efficient use of fixtures and appliances by residents. Audits should include a payback analysis showing homeowners how reductions in water costs justify the investment in the recommended upgrades.~~

Policy 4.1.7.10: The City shall promptly repair leaks found within the water distribution system as expeditiously as possible. Leaks causing property damage or affecting public safety should be fixed immediately.

Objective 4.1.8: ~~Assure~~ Ensure City potable water quality meets or exceeds Federal Water Quality Standards.

Policy 4.1.8.1: The City will continue to maintain and upgrade the existing water treatment plant to provide a safe, high quality potable water supply for its customers. The impact of new federal water quality standards will be evaluated to determine necessary changes in plant process or operation.

Comprehensive Plan Goals, Objectives and Policies (GOP)

- Objective 4.1.8.1: Central System. Based upon adopted level of service standards, analysis in the City's *Water Supply Plan*, and the SFWMD's *District Lower East Coast Water Supply Plan* the City shall determine timing for upgrading the Central System (Supply and Treatment System) based on the following evaluation criteria:
- Policy 4.1.8.1.1: The City's level of service for potable water supply shall be a minimum of 105 GPCD (gallons per capita per day).
- Policy 4.1.8.1.2: Total capacity shall equal or exceed the Maximum Day Demand (MDD), including design fire flow demand. $Maximum\ Day\ Demand\ (MDD) = Total\ Water\ Consumed, divided\ by\ 365\ days, \times\ Maximum\ Day\ Peak\ Factor\ (1.5).$
- Policy 4.1.8.1.3: With the largest well out of service, water supply capacity shall equal or exceed the Average Daily Demand (ADD). $Average\ Daily\ Demand\ (ADD)\ is\ the\ total\ water\ consumed\ during\ a\ calendar\ year\ divided\ by\ 365\ days.$
- Policy 4.1.8.1.4: The capacity of the water treatment system shall be equal to or greater than the Maximum Day Demand (MDD).
- Policy 4.1.8.1.5: When evaluating system pump capacity, the City shall use a peak factor of 1.1 GPM per equivalent residential connection (ERC) in the calculation of the system's ability to meet the level of service standard.
- Policy 4.1.8.1.6: Assuming that the largest well is out of service, the water supply capacity shall be rated at the average daily demand.
- Policy 4.1.8.1.7: The City shall require that any new Surficial Aquifer wells be constructed to produce capacities of between 600 and 800 gallons per minute, and any new Floridan Aquifer wells be constructed to produce capacities of 1,500 gallons per minute.
- Policy 4.1.8.1.8: The total storage tank capacity, including all storage facilities city-wide, should be at least one-half (1/2) of the average daily consumption volume.
- Policy 4.1.8.1.9: The water distribution system shall provide peak flow storage for the difference between peak flow and well flow for the duration of the fire flow, with a buffer of 10%. Fire flow is the flow of water required to fight a major fire.
- Policy 4.1.8.1.10.: The high service pump capacity shall at least be equal to the maximum daily peak factor demand, assuming that the largest high service pump is out of service.
- Policy 4.1.8.1.11: The water distribution system shall be capable of delivering the peak hour flow (without fire demand) with a minimum residual pressure of thirty (30) pounds per square inch (psi).
-

Comprehensive Plan Goals, Objectives and Policies (GOP)

- Policy 4.1.8.1.12 The maximum velocity through any pipe shall be 8 feet per second.
- Policy 4.1.8.1.13 The auxiliary power should meet the Florida Department of Environmental Protection (FDEP) criteria of providing ½ the maximum daily flow.
- Objective 4.1.8.2:** **Operations & Maintenance. The City will annually adopt programs and activities to maintain the central system.**
- Policy 4.1.8.2.1: The City will maintain its potable water treatment facilities in optimum condition by the implementation of a preventive maintenance program.
- Policy 4.1.8.2.2: The City will review water fee methodology and user rates annually during the budget process to ensure adequate funding for treatment, storage and distribution facilities.
- Policy 4.1.8.2.3: The City will develop a system to review individual customer water meters to ensure proper readings of those meters.
- Policy 4.1.8.2.4: The City will institute a replacement or “change out” schedule for meters in the field to ensure replacement when accuracies exceed the industry tolerance range.
- Policy 4.1.8.2.5: All improvements and/or additions to potable water facilities to correct deficiencies shall be adequate to meet the adopted level of service standards, based upon data and analysis in the City’s *Water Supply Plan* and the SFWMD’s *District Lower East Coast Water Supply Plan*.
- Policy 4.1.8.2.6: Improvements and/or additions to potable water facilities shall comply, at a minimum, with standards recognized and approved by the Florida Department of Environmental Protection, specifically including the American Society of Civil Engineers and the American Water Works Association.
- Objective 4.1.8.3:** **New Well Development. The City shall evaluate water supply sources and quality considerations when developing new wells, as well as repairing or improving the existing central potable water system.**
- Policy 4.1.8.3.1: The City shall maintain a five hundred (500) foot minimum spacing between wells, where practicable.
- Policy 4.1.8.3.2: The City shall consider surrounding land uses when making the final selection of any well site.
- Policy 4.1.8.3.3: The City shall consider well placement be a 100-foot minimum setback from sewer lines, where practicable.
-

Comprehensive Plan Goals, Objectives and Policies (GOP)

Policy 4.1.8.3.4: The City shall require a 200-foot minimum setback for well placement from septic tanks.

Policy 4.1.8.3.5: The City shall conduct an investigation by a geo-hydrologist to estimate the recommended well size and depth, pumping capacity, casing length, projected aquifer drawdown, and any other site specific considerations to be utilized in the final design of new wells.

Policy 4.1.8.3.6: The City shall conduct a detailed analysis of potential well contamination sources, as necessary.

Objective 4.1.8.4: **Fire Protection. Provide adequate delivery and distribution of potable water to meet fire protection demand within the City of Lake Worth and the City's service area.**

Policy 4.1.8.4.1: The City shall monitor, evaluate, repair and replace the existing water delivery and distribution system to ensure the system can deliver the needed gallon per minute flows to meet fire protection demands.

Policy 4.1.8.4.2: The City shall maintain an active water system and fire hydrant mapping and numbering program.

Policy 4.1.8.4.3: The City shall extend water distribution mains to areas within the City's service area and provide adequate fire protection service to residents and non-residential establishments located within the service area provided the residents/developers participate in the costs.

Policy 4.1.8.4.4: Fire flow levels of service shall meet PBC Fire Department Standard Requirements and be based upon delivery pressures of twenty (20) psi residual and minimum fire flows of 1,000 GPM for residential and 1,500 GPM for non-residential and multi-family developments.

FUTURE LAND USE ELEMENT GOALS, OBJECTIVES, AND POLICIES

Policy 1.3.5.6: Prior to approving a building permit or its functional equivalent, the City shall consult with its Utility Department to determine whether adequate water supplies to serve the new development will be in place and available no later than the anticipated date of the CO or its functional equivalent.

~~Consultation with water supplier is required prior to the issuance of site plan approval. In accordance with Section 163.3180(2)(a), F.S., the City shall determine whether there will be adequate water supplies to serve the new development prior to approval of a building permit or its functional equivalent. All development is subject to the City's Concurrency Management system. The City~~

Comprehensive Plan Goals, Objectives and Policies (GOP)

~~shall track current water demand and outstanding commitments in order to determine the availability of an adequate water supply for proposed developments.~~

Infrastructure Element:

Policy 4.1.1.1: The following level of service standards should be adopted and used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Sanitary Sewer Facilities	Collection and treatment of 100 gallons per capita per day at secondary treatment level
Solid Waste Facilities	Collection and disposal of 6.5 pounds of solid waste per capita per day
Stormwater Quantity	Design storm frequency for a 3-year, 1-hour storm duration, as recorded in the FDOT Rainfall Intensity Curves, current edition
Potable Water Facilities	Provision of potable water at quality levels required by regulatory agencies and in quantities of at least 185 <u>105</u> GPCD (gallons per capita per day), inclusive of water for irrigation purposes and maintenance of water pressure at 40 <u>30</u> psig residual, and 55 psig static
<u>Parks</u>	<u>2.5 acres of neighborhood and/or community parks for every 1,000 persons.</u>

Policy 4.1.1.7: Prior to approving a building permit or its functional equivalent, the City shall consult with its Utility Department to determine whether adequate water supplies to serve new development will be in place and available no later than the anticipated date of the CO or its functional equivalent.

~~Consultation with water supplier is required prior to the issuance of building permit to ensure adequate water supply is available to serve new development by the date of issuance of a certificate of occupancy. In accordance with Section 163.3180(2)(a), F.S., the City shall determine whether there will be adequate water supplies to serve the new development prior to approval of a building permit or its functional equivalent. All development is subject to the City's Concurrency Management system. The City shall track current water demand and outstanding commitments in order to determine the availability of an adequate water supply for proposed developments.~~

COASTAL MANAGEMENT ELEMENT GOALS, OBJECTIVES, AND POLICIES

Policy 5.1.1.4: The City will ensure that any new regulation to protect water resources is consistent with SFWMD's environmental resource permitting and consumptive permitting use permitting rules.

CONSERVATION ELEMENT GOALS, OBJECTIVES, AND POLICIES

Policy 6.1.3.7: ~~The City will study water usage and recommendations for reduction of use for irrigation purposes and enforce the SFWMD Model Water Conservation Ordinance.~~ The City shall adopt an Ordinance which requires the use of water-efficient landscaping in all new development and redevelopment, and require functioning rain-sensor devices on all automatic irrigation systems on new systems.

Policy 6.1.3.8: ~~The City will require as a condition of any building permit that the irrigation plan be reviewed for the conservation of water.~~ The City will continue to cooperate with the South Florida Water Management District (SFWMD) in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.

Policy 6.1.3.9: ~~The City will require all new construction and renovation to utilize water conserving plumbing fixtures.~~ The City will promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations, and will comply with the appropriate water management district water use restrictions.

Policy 6.1.3.10: ~~The City will provide information to prospective developers on xeriscape or water-conserving landscaping principles, including the use of highly drought-resistant plant materials, limiting the areas of turf cover to areas where functional benefits are provided, efficient irrigation systems, and the use of soil improvements and mulches to improve water holding capacity. A copy of the SFWMD Model Xeriscape Landscape Code will be maintained on file at City Hall for this purpose.~~

Policy 6.1.3.11: The City will coordinate and cooperate with the South Florida Water Management District and shall consider regional water supply plan to develop a 10-year work plan to build the identified water supply facilities, by ~~December, 2008~~ March 2015.

Comprehensive Plan Goals, Objectives and Policies (GOP)

Policy 6.1.3.12: The City shall coordinate local water conservation education efforts with the SFWMD and the Palm Beach County School Board.

Policy 6.1.3.13: The City shall adhere to SFWMD emergency water shortage restrictions when mandated by the District.

Policy 6.1.3.14: The City shall inform residents and businesses of, and shall encourage their participation in, the County's water conservation programs. These informational and educational programs shall include the following types of efforts:

- a. brochures and signage to be made available at City Hall;
- b. pursuing funding through SFWMD Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
- c. Inviting speakers for forums or workshops at City Hall.

INTERGOVERNMENTAL COORDINATION ELEMENT GOALS, OBJECTIVES, AND POLICIES

Policy 8.1.1.4: The City will coordinate and cooperate with the South Florida Water Management District.

Policy 8.1.1.5: ~~By December, 2008, the City shall develop a 10 year work plan considering the South Florida Water Management District regional water supply plan. The City will maintain a water supply facilities work plan that is coordinated with SFWMD's *District's Lower East Coast Regional Water Supply Plan* and Palm Beach County by updating its own work plan within 18 months of an update to SFWMD's *District's Lower East Coast Regional Water Supply Plan* that affect the City.~~

Policy 8.1.1.6 When preparing the annual update of the Capital Improvement Element, the City shall consult with the South Florida Water Management District to ensure coordination and consistency between the regional water supply plan and the City's water supply capital improvement projects.

Policy 8.1.1.7: The City will participate in the development of updates to SFWMD's Water Supply assessment and *District's Lower East Coast Water Supply Plan* and in other water supply development related initiatives facilitated by the SFWMD that affects the City and its service area.

Policy 8.1.1.8: Prior to approving a building permit or its functional equivalent, the City shall consult with its Utility Department to determine whether adequate water supplies

Comprehensive Plan Goals, Objectives and Policies (GOP)

to serve new development will be available. in place and available no later that the anticipated date of the CO or its functional equivalent. ~~The City shall determine whether there will be adequate water supplies to serve any new development within its Service Area prior to approval of a building permit or its functional equivalent, within any municipality in its Service Area. All proposed development within the City's Potable Water Service Area is subject to the City's Concurrency Management system. The City shall track current water demand and outstanding commitments in order to determine the availability of an adequate water supply for proposed developments.~~

Policy 8.1.1.9: The City will coordinate with Palm Beach County, the Town of Lake Clark Shores, Lake Osborne Estates and the SFWMD to ensure that the City's estimates and projections for potable water demand are incorporated into the their estimates of demand. In addition, the City will:

- a. Continue to maintain relationships with the SFWMD, Palm Beach County, the Town of Lake Clark Shores, and Lake Osborne Estates to maintain or reduce potable water consumption through education, conservation, and participation in ongoing programs of the region, county and local jurisdictions including coordinating local conservation education efforts with the SFWMD and the Palm Beach County programs.
- b. Continue to coordinate, as appropriate, with the Town of Lake Clarke Shores, Palm Beach County, Lake Osborne Estates and SFWMD regarding water supply issues. The coordination efforts will include, but not be limited to, sharing of information regarding water supply needs, implementing alternative water supply projects (including reuse and other conservation measures), and establishing level of service standards.

Policy 8.1.1.10: The City shall pursue cooperative efforts with SFWMD, Palm Beach County, and other local jurisdictions, in providing cost-effective options for augmenting the current potable water system with alternative water sources.

CAPITAL IMPROVEMENTS ELEMENT GOALS, OBJECTIVES, AND POLICIES

Policy 9.1.2.3: The Level of Service Standard for the water system shall be at least ~~at least~~ 185 105 gallons per person per day, inclusive of water for irrigation purposes, with a residual pressure of 40 30 psig and a static pressure of at least 55 psig.

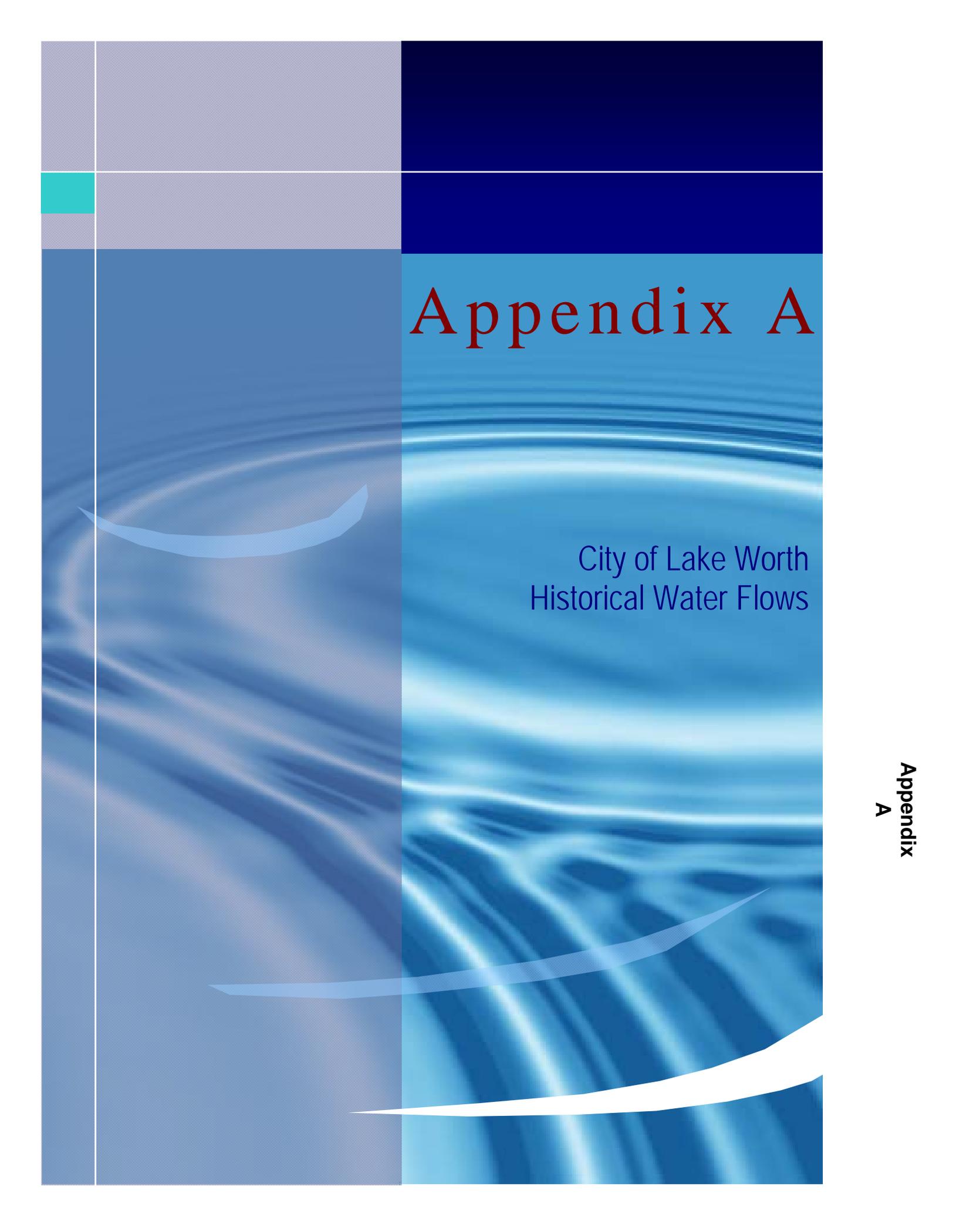
Policy 9.1.4.5: The City shall implement the five-year Capital Improvements Schedule for potable water facilities adopted in the Capital Improvements Element.

Comprehensive Plan Goals, Objectives and Policies (GOP)

Policy 9.1.4.6: The City will review the Capital Improvements Schedule annually and adopt a City Budget that prioritizes needed potable water improvements to meet the demands of future growth and approved developments.

Policy 9.1.4.7: The City will evaluate the production, expansion capabilities, and life expectancy of the water treatment plants in each update to the *Water Supply Plan*.

Policy 9.1.4.8: The City will maintain a water supply facilities work plan that is coordinated with *District's Lower East Coast Regional Water Supply Plan* and Palm Beach County by updating its own work plan within 18 months of an update to SFWMD's *District's Lower East Coast Regional Water Supply Plan* that affect the City.

The cover features a background of blue water ripples. On the left, there is a vertical grey bar with a small teal square near the top. The top right corner has a dark blue rectangular area. The title 'Appendix A' is written in a red serif font, and the subtitle 'City of Lake Worth Historical Water Flows' is in a blue sans-serif font.

Appendix A

City of Lake Worth
Historical Water Flows

Annual Water Balance Summary

line #	Utility Name:	City of Lake Worth												
	Permit Name:	Lake Worth Utilities												
	Reporting Period:	2012												
	Water Use Permit #:	50-00234-W												
	Name of Person Completing Form:	Doug Lovelace												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1.0	Total Raw Water Withdrawn (should match pumpage reports submitted to SFWMD)	139,423,000	120,424,000	154,947,000	138,870,000	140,938,000	124,559,000	144,222,000	149,725,000	120,132,000	114,609,000	120,366,000	126,592,000	1,594,807,000
2.0	Volume of Finished Water Produced	122,078,000	105,174,000	130,094,000	108,686,000	112,531,000	107,714,000	126,753,000	132,491,000	98,380,000	95,311,000	103,648,000	109,998,000	1,352,858,000
3.0	Treatment Losses (subtract line 2 from line 1)	17,345,000	15,250,000	24,853,000	30,184,000	28,407,000	16,845,000	17,469,000	17,234,000	21,752,000	19,298,000	16,718,000	16,594,000	241,949,000
4.0	% Treatment Loss (divide line 3 by line 1)	12.44%	12.66%	16.04%	21.74%	20.16%	13.52%	12.11%	11.51%	18.11%	16.84%	13.89%	13.11%	15.17%
5.0	Total Volume of Water Imported (if applicable)	23,085,000	25,630,000	14,586,000	30,624,000	23,240,000	19,732,000	12,962,000	0	26,716,000	35,218,000	33,656,000	28,794,000	274,243,000
6.0	System Input (Finished Water Produced plus Total Water Imported) (line 2 plus line 5)	145,163,000	130,804,000	144,680,000	139,310,000	135,771,000	127,446,000	139,715,000	132,491,000	125,096,000	130,529,000	137,304,000	138,792,000	1,627,101,000
7.0	Billed Authorized Consumption (total volume of water billed including Exports-if applicable)	133,384,000	126,011,900	122,713,300	121,988,300	124,469,500	117,738,700	115,417,400	117,218,100	112,870,100	113,426,400	116,503,700	132,054,000	1,453,795,400
8.0	Unbilled Authorized Consumption (include estimates of fire protection, line flushing, and other utility-authorized non-billed uses). An estimate of 1.25% of the System Input can be used if no other data is available.	1,814,538	1,635,050	1,808,500	1,741,375	1,697,138	1,593,075	1,746,438	1,656,138	1,563,700	1,631,613	1,716,300	1,734,900	20,338,763
9.0	Total Authorized Consumption (Billed Authorized Consumption plus Unbilled Authorized Consumption) (line 7 plus line 8)	135,198,538	127,646,950	124,521,800	123,729,675	126,166,638	119,331,775	117,163,838	118,874,238	114,433,800	115,058,013	118,220,000	133,788,900	1,474,134,163
10.0	Total Water Losses (Line 6 minus line 9)	9,964,463	3,157,050	20,158,200	15,580,325	9,604,363	8,114,225	22,551,163	13,616,763	10,662,200	15,470,988	19,084,000	5,003,100	152,966,838
11.0	% Water Loss (line 10 divided by line 6)	6.86%	2.41%	13.93%	11.18%	7.07%	6.37%	16.14%	10.28%	8.52%	11.85%	13.90%	3.60%	9.40%

Annual Water Balance Summary

line #	Utility Name:	City of Lake Worth												
	Permit Name:	Lake Worth Utilities												
	Reporting Period:	2013												
	Water Use Permit #:	50-00234-W												
	Name of Person Completing Form:	Timothy Sloan												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1.0	Total Raw Water Withdrawn (should match pumpage reports submitted to SFWMD) RO Plant operates at 75% recovery	126,679,000	111,386,000	144,448,000	130,652,000	114,419,000	136,581,000	153,861,000	174,894,000	152,358,000	170,008,000	164,180,000	166,300,000	1,745,766,000
2.0	Volume of Finished Water Produced	108,254,000	95,490,000	125,889,000	115,429,000	99,637,000	117,780,000	131,885,000	148,643,000	130,607,000	145,927,000	141,559,000	144,051,000	1,505,151,000
3.0	Treatment Losses (subtract line 2 from line 1)	18,425,000	15,896,000	18,559,000	15,223,000	14,782,000	18,801,000	21,976,000	26,251,000	21,751,000	24,081,000	22,621,000	22,249,000	240,615,000
4.0	% Treatment Loss (divide line 3 by line 1)	14.54%	14.27%	12.85%	11.65%	12.92%	13.77%	14.28%	15.01%	14.28%	14.16%	13.78%	13.38%	13.78%
5.0	Total Volume of Water Imported (if applicable) Bulk PBC purchase	28,963,000	32,592,000	17,300,000	24,769,000	34,977,000	13,243,000	0	0	0	0	0	0	151,844,000
6.0	System Input (Finished Water Produced plus Total Water Imported) (line 2 plus line 5)	137,217,000	128,082,000	143,189,000	140,198,000	134,614,000	131,023,000	131,885,000	148,643,000	130,607,000	145,927,000	141,559,000	144,051,000	1,656,995,000
7.0	Billed Authorized Consumption (total volume of water billed including Exports-if applicable)	125,214,348	122,358,692	127,005,368	120,441,852	116,205,064	110,862,032	116,476,112	116,365,772	123,569,380	130,372,372	139,116,488	132,393,508	1,480,380,988
8.0	Unbilled Authorized Consumption (include estimates of fire protection, line flushing, and other utility-authorized non-billed uses). An estimate of 1.25% of the System Input can be used if no other data is available.	1,715,213	1,601,025	1,789,863	1,752,475	1,682,675	1,637,788	1,648,563	1,858,038	1,632,588	1,824,088	1,769,488	1,800,638	20,712,438
9.0	Total Authorized Consumption (Billed Authorized Consumption plus Unbilled Authorized Consumption) (line 7 plus line 8)	126,929,561	123,959,717	128,795,231	122,194,327	117,887,739	112,499,820	118,124,675	118,223,810	125,201,968	132,196,460	140,885,976	134,194,146	1,501,093,426
10.0	Total Water Losses (Line 6 minus line 9)	10,287,440	4,122,283	14,393,770	18,003,673	16,726,261	18,523,181	13,760,326	30,419,191	5,405,033	13,730,541	673,025	9,856,855	155,901,575
11.0	% Water Loss (line 10 divided by line 6)	7.50%	3.22%	10.05%	12.84%	12.43%	14.14%	10.43%	20.46%	4.14%	9.41%	0.48%	6.84%	9.41%

Floridan + Surficial Raw Water Flows

Year	Month	Average Day, mgd	Max Day, mgd	Max Day:ADF Per Year	Max Month:ADF
2012	Jan	4.498	5.242		
2012	Feb	4.153	4.903		
2012	Mar	4.998	7.196		
2012	Apr	4.629	6.225		
2012	May	4.546	5.910		
2012	Jun	4.152	5.499		
2012	Jul	4.652	5.915		
2012	Aug	4.830	5.773		
2012	Sep	4.004	5.642		
2012	Oct	3.697	4.545		
2012	Nov	4.012	4.583		
2012	Dec	4.084	4.898	1.653	1.148
2013	Jan	4.086	4.939		
2013	Feb	3.841	5.017		
2013	Mar	4.660	6.692		
2013	Apr	4.355	6.308		
2013	May	3.691	4.750		
2013	Jun	4.553	6.422		
2013	Jul	4.963	6.225		
2013	Aug	5.642	7.057		
2013	Sep	5.079	6.169		
2013	Oct	5.484	6.298		
2013	Nov	5.473	6.984		
2013	Dec	5.365	5.874	1.481	1.184
			Average	1.567	1.166

WTP Finished Water Flow (High Service Pumps)

Year	Month	Average Day, mgd	Max Day, mgd	Max Day:ADF Per Year	Max Month:ADF
2012	Jan	3.942	4.568		
2012	Feb	3.627	4.359		
2012	Mar	4.197	5.675		
2012	Apr	3.623	4.865		
2012	May	3.630	4.417		
2012	Jun	3.592	4.405		
2012	Jul	4.089	4.870		
2012	Aug	4.274	5.003		
2012	Sep	3.279	4.609		
2012	Oct	3.075	3.822		
2012	Nov	3.455	4.043		
2012	Dec	3.548	4.004	1.536	1.157
2013	Jan	3.492	4.302		
2013	Feb	3.410	4.196		
2013	Mar	4.061	5.033		
2013	Apr	3.848	5.186		
2013	May	3.214	4.112		
2013	Jun	3.926	5.149		
2013	Jul	4.254	4.897		
2013	Aug	4.795	5.741		
2013	Sep	4.354	4.923		
2013	Oct	4.707	5.278		
2013	Nov	4.719	5.777		
2013	Dec	4.647	5.309	1.403	1.164
			Average	1.469	1.161

Interconnect Flows

Year	Month	Average Day, mgd	Max Day, mgd	Max Day:ADF Per Year	Max Month:ADF
2012	Jan	0.745	0.866		
2012	Feb	0.884	1.147		
2012	Mar	0.471	1.146		
2012	Apr	1.021	1.453		
2012	May	0.750	1.041		
2012	Jun	0.658	0.920		
2012	Jul	0.418	1.387		
2012	Aug	0.000	0.000		
2012	Sep	0.891	1.639		
2012	Oct	1.136	1.316		
2012	Nov	1.122	1.320		
2012	Dec	0.929	1.340	2.180	1.511
2013	Jan	0.934	1.409		
2013	Feb	1.164	1.654		
2013	Mar	0.558	1.603		
2013	Apr	0.826	2.120		
2013	May	1.128	2.062	2.299	1.262
2013	Jun	0	0		
2013	Jul	0	0		
2013	Aug	0	0		
2013	Sep	0	0		
2013	Oct	0	0		
2013	Nov	0	0		
2013	Dec	0	0		
			Average	2.239	1.387

WTP Finished Water Flows + Interconnect Flows

Year	Month	Average Day, mgd	Max Day, mgd	Max Day:ADF Per Year	Max Month:ADF
2012	Jan	4.686	5.169		
2012	Feb	4.510	5.032		
2012	Mar	4.667	5.675		
2012	Apr	4.644	5.493		
2012	May	4.380	5.082		
2012	Jun	4.250	5.099		
2012	Jul	4.507	5.641		
2012	Aug	4.274	5.003		
2012	Sep	4.170	4.869		
2012	Oct	4.211	5.070		
2012	Nov	4.577	4.994		
2012	Dec	4.477	4.872	1.276	1.054
2013	Jan	4.426	5.132		
2013	Feb	4.574	5.215		
2013	Mar	4.619	5.772		
2013	Apr	4.673	5.292		
2013	May	4.342	5.257		
2013	Jun	4.367	5.149		
2013	Jul	4.254	4.897		
2013	Aug	4.795	5.741		
2013	Sep	4.354	4.923		
2013	Oct	4.707	5.278		
2013	Nov	4.566	5.777		
2013	Dec	4.647	5.309	1.276	1.059
			Average	1.276	1.057



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City of Lake Worth
Comprehensive Plan

Adopted October 20, 2009

~~Amended August 7, 2012
by Ordinances 2012-25 & 2012-26~~

Amended Feb xx, 2015
by Ordinance 2015-xx

CITY OF LAKE WORTH

2008 EAR-BASED COMPREHENSIVE PLAN AMENDMENTS Goals, Objectives, and Policies

INTRODUCTION

This document is the Goals, Objectives and Policies (GOPs) Report for the 2008 Lake Worth EAR-based Comprehensive Plan Amendments. The purpose of this Plan is to set forth the City's long-range comprehensive planning goals as per the requirements of the State of Florida.

The State of Florida's local government comprehensive planning law, Chapter 163, Part 2, Florida Statutes, requires that all local governments throughout Florida maintain a long-range comprehensive plan, and that comprehensive planning should be a continuous and ongoing process. As a part of this process, municipalities are required to monitor numerous community characteristics relating to development, provision of services, environmental protection, and governmental activities. Larger cities and counties must prepare an Evaluation and Appraisal Report (EAR) once every seven years analyzing the progress they have made in implementing the comprehensive plan. The purpose of the EAR is to evaluate and assess the effectiveness of the local adopted comprehensive plan in accomplishing its goals and identify how it should be modified and updated to meet the future needs of the community. Specifically, the EAR process has two steps as given below:

1. Preparation and adoption of an Evaluation and Approval Report (EAR). The Lake Worth EAR was adopted by the City Commission on January 16, 2007 and found sufficient by the State Department of Community Affairs on March 23, 2007.
2. Adoption of Comprehensive Plan Amendments as recommended in the EAR (EAR-based Comprehensive Plan Amendments).

As required by Section 163.3191, F.S. the Evaluation and Appraisal Report presents an analysis and assessment of the City's Comprehensive Plan. It also contains recommendations to amend the City's adopted Comprehensive Plan. It further specifies the procedures and criteria for the preparation, transmittal, adoption and sufficiency review of the City of Lake Worth's EAR-based comprehensive plan amendments.

Organization of the EAR-based Comprehensive Plan Amendments

The proposed 2008 EAR-based Comprehensive Plan Amendments are organized and subdivided into two separate documents as follows.

Part I. – Goals, Policies and Objectives (GOPs) – Updates to Goals, Policies and Objectives (GOPs) of the 1998 Comprehensive Plan. These updates are based on the Evaluation and Appraisal Report (EAR) recommendations and additional community input.

Part II. - Data, Inventory and Analysis (DIA) Report – This document contains updated population projections, land use analysis, capital improvements financial feasibility details and other key information provided in the adopted EAR. These updates are modest, based on the data and analysis recommended in the EAR, and are done by the City staff and the consultant. Some DIA elements herein were not updated during the EAR process, and thus for the applicable DIA for those elements, the reader should refer to the adopted Lake Worth Comprehensive Plan dated January 20, 1998. The DIA Report is contained in a separate document.

Review and Adoption Process

On March 23, 2007, DCA found the transmitted City EAR sufficient and directed Lake Worth to submit EAR-Based Comprehensive Amendments within 18 months. State law provides for the Comprehensive Plan to be amended consistent with the findings and recommendations contained in the adopted EAR. By DCA-approved extension, the City adopted these EAR-based amendments October 20, 2009.

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DEFINITIONS

In the case of conflict, definitions in this document take precedent within the application of the Comprehensive Plan. Set forth below is a brief definition of important terms used in the Plan.

ACRE: For the purpose of calculating dwelling units, an area or parcel of land containing forty-three thousand five hundred sixty (43,560) square feet.

BUILDING HEIGHT: The vertical distance measured from the minimum required floor of twelve (12) inches above the crown of the road, or base flood elevation, whichever is less, to (a) the highest point of a flat roof; (b) the deck line of mansard roof, (c) at the average height between eaves and ridge for gable, hip, and gambrel roofs, or (d) the average height between high and low points for a shed roof.

COMMUNITY BENEFITS: A project component that would not be obtainable through the basic zoning code requirements or impact mitigation that provides a benefit to the general public. Community benefits may be provided as part of an overall development project in order to obtain additional development allowances such as increased height, density or intensity. The Community Benefits provision may be utilized, where indicated, to gain additional stories above the initial two (2) stories permitted by right.

COMPREHENSIVE PLAN: A Comprehensive Plan is a forward-thinking guidance document that acts as a framework for the growth and development of the City. A Comprehensive Plan will lay out goals, objectives and policies for the future of the City and has a typical horizon of 15-20 years.

DENSITY: The number of dwelling units per acre on a building site in the residential and commercial zoning categories. Where the computation of density results in a whole number plus a fraction of dwelling units per acre, the fraction shall be disregarded, i.e. four and nine tenths (4.9) shall mean four (4) dwelling units per acre.

DEVELOPMENT STANDARDS: Definitions of any other terms related to development standards shall be as described in General definitions” of the City’s Land Development Regulations (LDRs.)

ESSENTIAL SERVICES: Public and private facilities related to electrical, water, sanitary sewer, storm drainage, solid waste, emergency services, phone, gas, and cable television selection and distribution systems serving the city, including single pole transmission and distribution lines, underground lines, conduits and pipes, pumps, transformers and other equipment, and appurtenances thereto, and necessary protective

enclosures not designed to be occupied by employees; and public safety facilities such as fire, ambulance, police stations or emergency operating centers. In addition, this category shall include the City of Lake Worth or the Lake Worth Community Redevelopment Agency constructing and maintaining publicly owned parking facilities in any districts in which transitional parking facilities are allowed.

FLORIDA GREEN BUILDING COALITION (FGBC): The Florida Green Building Coalition (FGBC) is a nonprofit 501(C)3 Florida corporation dedicated to improving the built environment. Their mission is "to lead and promote sustainability with environmental, economic, and social benefits through regional education and certification programs." The organization is the leading certifier of green projects in Florida.
www.floridagreenbuilding.org

FLOOR AREA RATIO (FAR): A regulatory technique which relates to total developable site area and the size (square feet) of development permitted on a specific site. A numeric rating assigned to each commercial and industrial land use category that determines the total gross square feet of a structure as measured from the structure's exterior walls based upon the actual land area of the parcel upon which the structure is to be located. Total gross square feet calculated using the assigned floor area ratio shall not include such features as parking lots or structures, aerial pedestrian crossovers, open or partially enclosed plazas, or exterior pedestrian and vehicular circulation areas.

GOAL: A goal is an end-state toward which effort is directed. An end-state in this context is a set of economic, social and land use conditions which seem desirable for Lake Worth. Goals are long range and defined in qualitative rather than quantitative terms. In general, they espouse very high ideals about the end-state to be achieved. In effect, goals set the parameters of the study to be made. Goals have scale, scope and substantive dimensions. Goals vary in their substantive, scope and scale characteristics.

GROSS ACRE: "Gross acre" means full parcel area inclusive of any public-rights of way and public property.

IMPERMEABLE SURFACE RATIO (ISR): The Impermeable Surface Ratio (ISR) equals the total area of impermeable surfaces divided by the net area (excluding right-of-way) of the lot.

LEED: Leadership in Energy and Environmental Design is redefining the way we think about the places where we live, work and learn. As an internationally recognized mark of excellence, LEED provides building owners and operators with a framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions. LEED certification provides independent, third-party verification that a building, home or community was designed and built using strategies aimed at achieving high performance in key areas of human and

environmental health: sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality. www.usgbc.org.

NET ACRE: “Net acre” means parcel area exclusive of public right-of-way and public property.

OBJECTIVES: Objectives, like goals, are end-states toward which effort is directed. The dictionary definition of the two terms makes them synonymous. However, for our purpose the term “objective” will be used to further define the goals. Objectives will be milestones toward achieving the end-state. Objectives can be defined on a number of levels, but the most important distinction is between quantitative and qualitative objectives.

POLICIES: Policies are often confused with goals and objectives. Indeed, most objectives can be rewritten as policies and most policies can be rewritten as objectives. It is easy to distinguish the two, if one considers objectives to be static end-states and always written in the infinitive verb form: e.g., to be, to do, to provide. On the other hand policies are guides to action that control present and future decision making. Policies are almost always written in the present or future-perfect tense with an auxiliary condition to the verb to express obligation, propriety, expediency and expected behavior. A policy is normally implemented by law, rule, procedure or some other formal guide for action and is not discretionary but mandatory.

PLAN: A plan is one of the methods for achieving the desired end-states described as goals and objectives. The term plan is often taken as meaning the same as objective, program or strategy. For our purposes the plan will be the graphic and narrative description of the end-state achieved when all goals and objectives are met. The usual narrative of a plan contains the statement of goals, objectives and policies, background characteristics and an articulation of programs and strategies to be used to implement the plan.

PROGRAM: For purposes here, a program is a sequence of efforts to achieve an objective in a specific substantive area, such as housing, recreation programs, etc. A program in its broadest definition is a sequence of efforts to be performed toward any objective or goal.

QUALITATIVE OBJECTIVES: Such objectives have characteristics similar to those of goals. They are defined in general terms. They have a long, usually undefined timeframe. They are however, more specific as to task than goals.

QUANTITATIVE (OPERATIONAL) OBJECTIVES: These objectives further define the steps to be taken toward the goal and, in addition, provide measures for determining the effectiveness of the effort.

SCHOOL, ACADEMIC: A structure or structures, or portions thereof, designed or used for instructing one (1) or more persons either children or adults, in either general or specialized education and including accessory uses such as administrative offices, physical education facilities and group housing facilities for student or staff, provided, however, that instruction received by children or adults in their place of residence shall not constitute a school.

STRATEGY: A strategy applied in this context is the marshalling of all efforts toward achieving all of the end-states embodied in objectives or policies in a manner where those efforts reinforce and support one another. A strategy is thus a comprehensive statement of policy and programs presented in a manner that achieves the desired end-states most efficiently and effectively.

I. FUTURE LAND USE ELEMENT

1.1 Official Land Use Plan Map

The land use plan map officially enacted by the Lake Worth City Commission and signed by the Lake Worth City Clerk, including any duly enacted amendments thereto, is an official part of this plan document and should be consulted to determine the land use classification applicable to individual parcels of land. The land use plan map published as part of this document is a representation of the official land use map, but is not the official land use map and should not be relied upon to determine the land use classification of individual parcels of land.

1.1.1 Strict Interpretation of the Land Use Plan Map and Explanatory Text

It is the intent of the Lake Worth Planning and Zoning Board and City Commission that the official land use plan map and explanatory text be interpreted as the exact intent of the Planning and Zoning Board and City Commission. The official land use plan map is not to be interpreted as permitting a parcel of land to be regulated by the provisions of a land use category other than that in which that parcel is mapped. Properties within land use plan categories are to be regulated in conformance with the meaning of those categories as set forth in the explanatory text.

In determining the land use category applicable to a parcel of land, demarcations between different land use categories on the official land use plan map are to be interpreted as follows:

Demarcations that coincide with a public thoroughfare, alley or railroad right-of-way are to be interpreted as falling along the center line of such rights-of-way.

Demarcations that do not coincide with a public thoroughfare, alley or railroad right-of-way, but which are within 20 feet by scale of a parallel or nearly parallel property line are to be interpreted as falling along said property line.

Demarcations that do not coincide with a public thoroughfare, alley or railroad right-of-way and are NOT within 20 feet by scale of a parallel or nearly parallel property line are to be interpreted as falling exactly where shown as nearly as can be determined by scaling the official land use map.

If a parcel is split by land use designations the land use having the greatest amount of parcel area shall be the determining factor in identifying the land use. In cases where the parcel is evenly split then the determination will be based on the land use having street frontage.

1.1.2 Land Use Plan Explanatory Text

The land use plan explanatory text includes four different levels of precision that are to be implemented by zoning regulations as follows:

1. When the explanatory text establishes mandatory quantitative requirements, such requirements are to be implemented by identical zoning requirements.
2. When the explanatory text establishes upper-limit type quantitative requirements, such requirements are to be implemented by one or more zoning requirements which do not exceed that limit, but which may be more restrictive than that limit.
3. When the explanatory text states general principles upon which implementing zoning regulations must be based, but does not provide precise regulatory details, implementing zoning regulations may be drafted with considerable flexibility within the limits established by the general principles of the explanatory text.
4. Regulatory details which are not addressed in the explanatory text may be enacted through a zoning ordinance or ordinances, provided such details do not conflict with any specific provisions of the explanatory text.

1.1.3. Land Use Classifications

For this section, height restrictions, density/intensity restrictions and allowable mix percentages as listed in Table 1 shall apply. The Lake Worth Land Use Plan is organized into the following thirteen different land use classifications:

1. Single-Family Residential: Maximum of 7 dwelling units per acre (7 du/acre). Maximum height of 30' for residential; maximum of 35' for neighborhood commercial. The corresponding zoning districts for this land use category are SF-R, MH-7 and NC.
2. Medium-Density Multi-Family Residential: Maximum of twenty (20) dwelling units per acre (20 du/acre). Maximum height of 35'. Third story allowed with the provision of Community Benefits. The corresponding zoning districts for this land use category are SF/TF-14, MF-20 and NC.
3. High-Density Residential: Maximum of forty (40) dwelling units per acre (40 du/acre). Maximum height of 35'. Third story allowed with the provision of Community Benefits. The corresponding zoning districts for this land use category are MF-30, MF-40 and NC.
4. Mixed Use East: Maximum of thirty (30) dwelling units per acre (30 du/acre). Maximum height of 45'. Third story and above allowed with the provision of Community Benefits. Maximum 2.0 FAR for non-residential uses. Preferred mix of uses within this land use classification is 25% residential and 75% non-residential. The corresponding zoning districts for this land use category are MU-DH, MU-FH and MU-E.
5. Mixed Use West: Maximum of thirty (30) dwelling units per acre (30 du/acre). Maximum height of 65'. Height in excess of 45' allowed through Conditional Use Permit approval by appropriate regulatory authority. Third story and above allowed with the provision of Community Benefits. Allowable heights subject to design-related development standards when adjacent to single family residential uses. Maximum 2.5 FAR for non-residential uses. Preferred mix of uses within this land use classification is 25% residential and 75% non-residential. The corresponding zoning district for this land use category is MU-W.

6. Downtown Mixed Use: Maximum of forty (40) dwelling units per acre (40 du/acre). Maximum height of 45' west of Federal Highway; Maximum height of 65' east of Federal Highway. Height in excess of 45' allowed east of Federal Highway through Conditional Use Permit approval by appropriate regulatory authority. Third story and above allowed with the provision of Community Benefits. Allowable heights subject to design-related development standards when adjacent to single family residential uses. Maximum 2.5 FAR for non-residential uses. Preferred mix of uses within this land use classification is 25% residential and 75% non-residential. The corresponding zoning districts for this land use category are DT, MU-E, MF-20 and MF-30.
7. Transit-Oriented Development: Maximum of forty (40) dwelling units per acre (40 du/acre). Maximum height of 45'; Maximum height of 55' only with provision of train station. Height in excess of 45' allowed through Conditional Use Permit approval by appropriate regulatory authority. Third story and above allowed with the provision of Community Benefits. Allowable heights subject to design-related development standards when adjacent to single family residential uses. Maximum 3.0 FAR for non-residential uses. Preferred mix of uses within this land use classification is 75% residential and 25% non-residential. The corresponding zoning districts for this land use category are TOD-E, TOD-W, SFR, MF-30, MU-DH and AI.
8. Artisanal Mixed Use: Maximum of twenty (20) dwelling units per acre (20 du/acre). Maximum height of 35'. Third story allowed with the provision of Community Benefits. Maximum 1.5 FAR for non-residential uses. Preferred mix of uses within this land use classification is 25% residential and 75% non-residential. The corresponding zoning district for this land use category is AI.
9. Industrial: Maximum height of 65'. Height above 45' allowed through Conditional Use Permit approval by appropriate regulatory authority. Third story and above allowed with the provision of Community Benefits. Maximum 3.0 FAR. The corresponding zoning district for this land use category is I-POC.

10. Public: Maximum height of 65'. Maximum 2.0 FAR. The corresponding zoning district for this land use category is P.
11. Public Recreation and Open Space: Maximum height of 35'. Maximum 0.1 FAR. The corresponding zoning district for this land use category is PROS.
12. Conservation: Maximum height of 35'. Maximum 0.1 FAR. The corresponding zoning district for this land use category is CON.
13. Beach and Casino: Maximum height of 45'. Maximum 0.1 FAR. The corresponding zoning district for this land use category is BAC.

The regulatory significance of each of these thirteen land use classifications is set forth in the following explanatory text.

TABLE 1

Land Use	Zoning District	Density allowed by Zoning	Building Height	Height w/Community Benefit	Allowable Mix of Uses per District
Residential					
Single Family Residential (SFR) 35' Max.	SFR	7 du/acre	30 feet (max 2 stories)	N/A	N/A
	MH-7	7 du/acre	15 feet	N/A	
	NC	20 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
Medium Density Residential (MDR) 35' Max.	SF/TF-14	14 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	N/A
	MF-20	20 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
	NC	20 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
High Density Residential (HDR) 35' Max.	MF-30	30 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	N/A
	MF-40	40 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
	NC	20 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
Mixed Use					
Mixed Use East (MU-E) 45' Max.	MU-DH	20 du/acre	30 feet (max 2 stories)	plus 15 feet max 4 stories)	25% residential/ 75% non-res.
	MU-FH	20 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
	MU-E	30 du/acre	30 feet (max 2 stories)	plus 15 feet (max 4 stories)	
Mixed Use West (MU-W) 65' Max.	MU-W	30 du/acre	30 feet (max 2 stories)	plus 35 feet (max 6 stories)	25% residential/ 75% non-res.
Downtown Mixed Use (DMU) 45' – 65' Max.	DT	40 du/acre	30 feet (max 2 stories)	plus 35 feet (max 6 stories—east of FH)	25% residential/ 75% non-res.
	MU-E	30 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
	MF-20	20 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
	MF-30	30 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
Transit-Oriented Development					
Transit-Oriented Development (TOD) 45' – 55' Max.	TOD-E	40 du/acre	30 feet (max 2 stories)	plus 25 feet (max 5 stories – train stn.)	75% residential/ 25% non-res.
	TOD-W	40 du/acre	30 feet (max 2 stories)	plus 25 feet (max 5 stories – train stn.)	
	SFR	7 du/acre	30 feet (max 2 stories)	N/A	
	MF-30	30 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
	MU-DH	20 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
	AI	20 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	
Industrial					
Artisanal Mixed Use (AMU) 35' Max.	AI	20 du/acre	30 feet (max 2 stories)	plus 5 feet (max 3 stories)	25% residential/ 75% non-res.
Industrial (I) 45' Max.	IPOC	N/A	30 feet (max 2 stories)	plus 15 feet (max 4 stories)	N/A
Public					
Public (P) 65' Max.	P	N/A	65 feet	N/A	N/A
Public Recreation and Open Space (PROS) 35' Max.	PROS	N/A	35 feet	N/A	N/A
Conservation (CON) 35' Max.	CON	N/A	35 feet	N/A	N/A
Beach and Casino (BAC) 45' Max.	BAC	N/A	45 feet	N/A	N/A

1.1.3.1 Single-Family Residential, maximum 7 du/acre

The Single-Family Residential category is intended primarily to permit development of single-family structures at a maximum of 7 dwelling units per acre. Single-family structures are designed for occupancy by one family or household. Single-family homes do not include accessory apartments or other facilities that permit occupancy by more than one family or household. Residential units may be -site-built (conventional) dwellings, mobile homes or modular units. Implementing zoning districts are SF-7, MH-7 and NC. Zoning regulations shall protect single-family residential development from the encroachment of incompatible land uses. At the same time, provision may be made for a limited number of nonresidential uses for the convenience of residents. These nonresidential uses shall be compatible by reason of their nature and limited frequency of occurrence with an overall single-family residential character. Zoning regulations may provide for compatible nonresidential uses either through special zoning districts that may be mapped within areas designated single-family residential or through conditional use permit provisions incorporated within single-family residential districts. Mobile home parks should accommodate mobile home single-family units, not travel trailers, motor homes, or similar recreational vehicles. Academic schools that are determined to be compatible with the surrounding neighborhood shall be a conditionally permitted use within this land use category.

Future development in the single-family residential category shall not exceed densities of seven dwelling units per acre. Zoning regulations implementing this category shall set appropriate minimum lot size requirements.

1.1.3.2 Medium-Density Residential, maximum 20 du/acre

The Medium -Density Residential category is intended primarily to permit development of two-family and multi-family structures. Two-family structures are those that provide two principal dwelling units, each for occupancy by one family or household. Multi-family structures are those that contain three or more principal dwelling units, each for occupancy by one family or household.

Implementing zoning districts are SF/TF-14, MF-20 and NC. Zoning regulations shall protect two-family and medium-density multi-family residential areas from the encroachment of incompatible land uses. At the same time, provision may be made for a limited number of nonresidential uses that are compatible by reason of their nature and limited frequency of occurrence with an overall medium-density, multi-family residential character. Zoning regulations shall provide for compatible nonresidential uses either through special zoning districts that may be mapped in areas designated SF/TF-14, MF-20 or NC, or through conditional use permit provisions. Academic schools that are determined to be compatible with the surrounding neighborhood shall be a conditionally permitted use within this land use category.

Future development of multi-family structures in the medium-density residential category shall not exceed densities of 20 dwelling units per acre. Zoning regulations implementing this category shall set appropriate minimum lot area and lot width requirements and minimum site area per dwelling unit requirements.

Zoning regulations shall permit a variety of dwelling unit types in two-family and multi-family structures on lots that meet minimum lot size requirements for multi-family structures.

1.1.3.3

High-Density Residential, maximum 40 du/acre

The High-Density Residential category is intended to permit development of multi-family structures. Multi-family structures are those that contain three or more principal dwelling units, each for occupancy by one family or household.

Zoning regulations shall protect high density residential areas from the encroachment of incompatible land uses. At the same time, provision may be made for a limited number of nonresidential uses that are compatible by reason of their nature and limited frequency of occurrence with an overall high-density residential character. Zoning regulations may provide for compatible nonresidential uses either through special zoning districts that may be mapped in areas designated MF-30 and MF-40 or through conditional use permit provisions.

Implementing zoning districts are MF-30, MF-40 and NC. Future development of multi-family structures in the High-Density

Residential category shall not exceed densities of 40 dwelling units per acre. Zoning regulations shall permit a variety of dwelling unit types of multi-family structures on lots which meet minimum lot size requirements for multi-family structures.

1.1.3.4 Mixed Use East, maximum 30du/acre

The Mixed Use East category is intended to provide for a mixture of residential, office, service and commercial retail uses within specific areas east of I-95, near or adjacent to the central commercial core and major thoroughfares of the City. The maximum density of permitted residential development is 30 dwelling units per acre. The preferred mix of uses area-wide is 25% residential and 75% non-residential. While mixed-use projects are allowed on a single site, it is not a requirement that each site within the category incorporate multiple uses. Zoning regulations implementing the Mixed Use East category shall permit the establishment and expansion of residential (including single family, two-family and multi-family), office, service and commercial retail uses either as uses permitted by right or through conditional use permit provisions. All buildings are required to provide transitional buffering and design features to mitigate impact of the MU-E sites adjacent to residential zoning districts.

1.1.3.5 Mixed Use West, maximum 30 du/acre

The Mixed Use West category is intended to provide for a mixture of residential, office, service and commercial retail uses within specific areas west of I-95. The distinguishing characteristic of the Mixed Use West land use area is that it allows higher-intensity uses as well as higher height limits along the City's western thoroughfares. The maximum density of permitted residential development is 30 dwelling units per acre. The preferred mix of uses area-wide is 25% residential and 75% non-residential. While mixed-use projects are allowed on a single site, it is not a requirement that each site within the category incorporate multiple uses. Zoning regulations implementing the Mixed Use West category shall permit the establishment and expansion of residential (including single family, two-family and multi-family), office, service and commercial retail uses either as uses permitted by right or through conditional use permit provisions. All buildings are required to provide transitional buffering and design features to mitigate impact of the MU-W sites adjacent to

residential zoning districts. The implementing zoning district is MU-W.

1.1.3.6

Downtown Mixed Use

The Downtown Mixed Use land use category is intended to provide for the establishment and expansion of a broad range of office, retail and commercial uses, including higher intensity commercial within the traditional downtown core of the City. Diversity of retail uses is encouraged; however, certain commercial uses are not permitted in the Downtown Mixed Use category because they would be detrimental to the shopping or office functions of the area. All ground floor uses within the Downtown Mixed Use area shall be habitable. The implementing zoning districts are DT, MU-E, MF-20 and MF-30.

Principal drive-through facilities shall not be permitted. Accessory drive-through facilities, if determined to be integral to the function of an otherwise permitted use, may be permitted. Approval for drive-through facilities must be obtained from the appropriate regulatory Board.

All buildings are required to provide transitional buffering and design features to mitigate impact of the DMU sites adjacent to residential zoning districts. Physical constraints on Downtown parcels require innovative, yet sensitive site design features. Openness of street corners to incorporate public plazas, landscaping, etc., shall be encouraged. Ground floors facing Lake and Lucerne Avenues shall be retail/office/personal service-based uses. No surface parking lots or parking garages are allowed on Lake Avenue or Lucerne Avenue without a conditional use permit.

Zoning regulations implementing the DMU category shall not exempt downtown mixed uses from parking space requirements, but may establish lower downtown mixed use parking requirements, incentives and other parking management strategies in recognition of municipal parking provided in the downtown mixed use area and in order to encourage an intensive concentration of retail, office and commercial uses in the central area.

1.1.3.7

Transit-Oriented Development

The Transit-Oriented Development land use category is established to promote compact, mixed-use development near

proposed or existing transportation infrastructure to encourage diversity in the way people live, work and commute. All buildings are required to provide transitional buffering and design features to mitigate impact of the TOD sites adjacent to residential zoning districts. The implementing zoning districts for this category are TOD-E, TOD-W, SFR, MF-30, MU-DH and AI.

1.1.3.8

Artisanal Mixed Use

The Artisanal Mixed Use land use category is intended to provide for the establishment and enlargement of office, retail and industrial uses related to the arts, other low intensity industrial uses, and medium density residential opportunities. The implementing zoning district is AI.

Zoning regulations implementing the Artisanal Mixed Use land use category shall permit arts-related industrial uses of low to moderate external impacts. Development in the Artisanal Mixed Use land use category should be guided to minimize negative impacts on nearby residential areas.

1.1.3.9

Industrial

The Industrial land use category is intended to provide for the establishment and enlargement of office, manufacturing and light to moderate industrial uses that would be incompatible in other areas of the city due to increased traffic generation. The implementing zoning district is I-POC.

1.1.3.11 Public Recreation and Open Space

The Public Recreation and Open Space land use category designates locations for parks and other outdoor open space areas intended for active use or passive use. Sites designated in the Public Recreation and Open Space category should not be used for other than public recreation purposes or essential services without careful consideration of the most appropriate use and a properly enacted amendment to the land use plan. The implementing zoning district is PROS.

1.1.3.12 Conservation

The Conservation land use category is intended to provide for the protection, preservation, conservation, education and enjoyment of areas having natural beauty and to mitigate the effects of development on the environment. Development within Conservation areas shall only occur when it is directly related to or furthers the intent stated above. Sites designated in the Conservation category enjoy protected status and may not be recategorized or rezoned. The implementing zoning district is CON.

1.1.3.13 Beach and Casino

The Beach and Casino land use category designates the area of public beach and casino building area. The term “Casino” is used in name only and reflects the historic name of the buildings and site. Designation of this area signifies the expectation that the public beach will be used for public recreation and use and specified accessory uses, and the casino area will be used for a combination of permitted private commercial and public uses. The gross leasable area of all buildings shall not exceed 64,715 square feet. The implementing zoning district is BAC.

1.2 Land Use Strategy Provisions

1.2.1 Strategy for Delineating Land Use Category Boundaries

Boundaries are intended to follow recognized property lines including parcel boundaries and public right of ways. In the case of a parcel appearing to be split by a land use, the Director shall make the determination of the proper land use.

After substantial public input, the land use pattern was very carefully considered by the Lake Worth Planning and Zoning Board and the City Commission. Changes may be considered from time to time.

1.2.2 Land Use Locational Strategies

1.2.2.1 Locational Strategy for the Single-Family Residential Category

This plan affirms and expands the City’s desire to preserve single-family housing. This plan makes no significant changes in this designation.

1.2.2.2 Locational Strategy for the Medium-Density Residential Category

The Medium-Density Residential category is mapped in areas that are characterized by existing two-family development, and multi-family structures.

1.2.2.3 Locational Strategy for the High-Density Residential Category

The High-Density Residential land use category with densities of up to 40 dwelling units per acre, is intended for mapping: 1) in concentrations around the City’s central commercial area, and 2) in other locations that are desirable for multi-family development because of their close proximity to shopping or natural amenities and because they are not disruptive to established single-family areas. The concentration of residential density around the central commercial area is one of the most important organizing concepts utilized in the Future Land Use Map.

1.2.2.4 Locational Strategy for the Mixed Use East Category

The Mixed Use East land use category is intended for mapping along arterials where the existing land use pattern is characterized by a high proportion of office and multi-family uses and/or a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new office, commercial and medium to high density multi-family development. These areas are also 1) located adjacent to the City's central commercial core, and 2) have reasonable development potential.

1.2.2.5 Locational Strategy for the Mixed Use West Category

The Mixed Use West land use category is intended for mapping in areas from the westernmost city limits eastward to I-95 and adjacent to the proposed Park of Commerce, where the existing land use pattern is characterized by a high proportion of land (either vacant or with marginally useful structures) that has a good potential for new retail, office, commercial and high-density multi-family development.

1.2.2.6 Locational Strategy for the Downtown Mixed Use Category

The Downtown Mixed Use land use category is intended for mapping of areas considered to be the traditional downtown core. The area is primarily bounded on the north by 2nd Avenue North, the east by Golfview Road, the south by 1st Avenue South, and the west by H Street. This concentrated downtown core demonstrates a reasonably good potential for intensive use by office and retail establishments and shall provide for the vertical or horizontal mixing of land uses within a single site in order to allow development and redevelopment in specific geographic areas of the City that take maximum advantage of existing utility systems and services; and promotes compact development, safe and pedestrian-friendly streets, and provides transportation choices.

Adequate building height relative to the width of the street is important to provide a sense of enclosure and definition to the street space. According to Architectural Graphic Standards (Published by the American Institute of Architects) a ratio of one-to-three is the minimum to create a sense of special enclosure.

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1.2.2.7**Locational Strategy for the Transit Oriented Development Category**

The Transit Oriented Development category is intended for mapping in the following locations:

1. TOD-W includes the area just south of Lake Worth Road, north-east of Lake Osborne, and west of I-95 and railway tracks.
2. TOD-E includes the area between Lucerne Avenue and 4th Avenue South flanking both sides of the FEC railway tracks; the area between 7th Avenue North and 11th Avenue North flanking both sides of the FEC railway tracks; and the area between 7th Avenue South and 10th Avenue South flanking both sides of the FEC railway tracks. The TOD-E locations have potential for future rail stations. The TOD-E district between Lucerne Avenue and 4th Avenue South is also envisioned to encourage arts, entertainment and cultural activities in the City.

The TOD category shall provide an alternative mixed-use development pattern within a one-quarter mile radius of rail or

light rail transit nodes. This pattern is an alternative to piecemeal, parcel-based development, and shall allow for a wide range of commercial and institutional uses, functionally integrated with residential uses, and shall include a concentrated area for retail, professional offices and services, cultural, and housing opportunities.

1.2.2.8

Locational Strategy for the Artisanal Mixed Use Category

The Artisanal Mixed Use land use category is intended for mapping in the following locations:

1. On smaller sites near Lake Worth's central commercial core and the Florida East Coast Railroad right-of-way. These locations are most suitable for small arts-related industrial establishments and commercial establishments with industrial site characteristics.
2. On sites west of Interstate 95, north of 6th Avenue South. These sites are suitable for small arts-related industrial establishments and for commercial establishments with industrial site characteristics.
3. In areas where industrial uses are not desirable, but are too firmly established to permit a realistic expectation of change.

1.2.2.9

Locational Strategy for the Industrial Category

The Industrial land use category is intended for mapping the area located west of I-95, known as the Park of Commerce. This location offers parcels of vacant and under-utilized land that provide a logical setting for development of office, manufacturing and light to moderate industrial uses that have the potential for increased traffic generation. This location also enjoys direct access to I-95 via the 10th Avenue North highway interchange.

1.2.2.10

Locational Strategy for the Public and Public Recreation and Open Space Categories

The Public and Public Recreation and Open Space land use categories are mapped on sites where such uses already exist. The mapping of these uses on these sites indicates that no alternative use of these sites should be established without a properly considered and enacted Future Land Use Map amendment.

Public school sites have been delineated in areas proximate to residential land. Lands contiguous to school sites which are owned by the School Board, and proposed for school expansion are intended to be included in this category. The City retains the right to impose reasonable site planning standards when existing schools are proposed for expansion or new school sites are developed. Schools are allowed in all zoning districts except Industrial.

1.2.2.11 Locational Strategy for the Conservation Category

The Conservation land use category is mapped on sites located within or adjacent to Lake Worth Lagoon. These sites may be submerged or partially submerged.

1.2.2.12 Locational Strategy for the Beach and Casino Category

The Beach and Casino land use category is mapped on sites where such uses already exist. The mapping of these uses on these sites indicates that public beach will be used for public recreation use and specified accessory uses and casino area for a combination of permitted private commercial and public uses.

GOAL 1.3: To preserve and enhance the City's community character as a quality residential and business center within the Palm Beach County urban area.

Objective 1.3.1: The City shall adopt Comprehensive Plan amendments and new land development regulations to eliminate or reduce land uses inconsistent with the community character, as set forth on the Future Land Use Map and Future Land Use explanatory text.

Policy 1.3.1.1: Zoning map designations and zoning ordinance text should be consistent with the Future Land Use Plan map and explanatory text.

Policy 1.3.1.2: The City's Land Development Regulations (LDRs) shall be used to accomplish the elimination or reduction of existing Plan nonconforming land uses with proper respect for the vested rights of property owners.

Objective 1.3.2: To achieve a simple land use pattern with a higher degree of use compatibility within each land use category.

Policy 1.3.2.1: LDRs shall protect residential development from the encroachment of incompatible land uses.

Policy 1.3.2.2: LDRs shall protect low-density and medium-density multi-family residential development from the encroachment of incompatible land uses.

Policy 1.3.2.3: Removed.

Policy 1.3.2.4 The City shall implement an incentive program which encourages construction of environmentally friendly building designs, new developments, redevelopments, and rehabilitative projects within the City. Certification under the U.S. Green Building Council Leadership in Energy Environmental Design (LEED®), Florida Coalitions of Designation Standards, or similar “Green” design guidelines that may be developed in the future is encouraged.

Policy 1.3.2.5 The City shall establish and implement an Energy Management Division. The Energy Management Division will be funded through a \$0.0026 per kWh addition to the electric bill and will provide free energy and water audits for customers. Post audit customers will be allowed to apply for funding to assist with the cost of upgrades to their homes to improve energy efficiency as recommended by the auditors.

Policy 1.3.2.6 The City shall utilize its Land Development Regulations to foster coordination of new roadway network facilities, transit corridors, rail corridors and pedestrian facilities. Special attention will be given to protect the safety of pedestrians through site design that reduces hazardous and/or conflicting site conditions.

Objective: 1.3.3: To vigorously enforce innovative land development regulations that implement this Comprehensive Plan.

Policy 1.3.3.1: Consistent land development regulations shall be maintained as adopted for the purpose of plan implementation. At a minimum, such land development regulations shall regulate the following:

1. Zoning of properties in accordance with the land use designations as delineated on the Future Land Use Plan map and zoning text in accordance with the Land Use Plan explanatory text, including establishment of densities and intensities of use for each land use category;
2. Subdivision of land;
3. The number, size and placement of signs;
4. The development of land within areas subject to seasonal or periodic flooding;
5. Drainage and stormwater management;

6. Provision of adequate open space on developed properties;
7. Maintenance of safe and convenient on-site traffic flow; and,
8. Provision of adequate parking space on developed properties.

Policy 1.3.3.2: The case load of the Planning & Zoning Board should be reviewed periodically to determine the number of variances granted per year and to determine the need for revisions to specific zoning ordinance dimensional regulations.

Policy 1.3.3.3: The integrated and systematic code enforcement effort should be vigorously continued.

Objective 1.3.4: To encourage redevelopment and renewal of blighted areas and to promote the rehabilitation and restoration of older structures.

Policy 1.3.4.1: Redevelopment opportunities shall be maximized through activities of the Community Redevelopment Agency to operate within the Redevelopment Area as shown on the Future Land Use Plan.

Policy 1.3.4.2: Redevelopment opportunities will be maximized through programs to achieve the consolidation of small lots into larger redevelopment parcels, where feasible.

Policy 1.3.4.3: Redevelopment of Dixie Highway with more intensive uses will be encouraged along Dixie Highway.

Policy 1.3.4.4: Redevelopment opportunities will be maximized through use of mixed land use designations that permit a flexible mix of multi-family residential and compatible office uses.

Policy 1.3.4.5: Redevelopment with commercial or office uses in locations that are presently devoted to residential uses, but would be more suitable for commercial or office uses, will be encouraged through use of mixed land use designations.

Policy 1.3.4.6: Redevelopment opportunities within the Lake Worth Park of Commerce (LWPOC) Urban Redevelopment Area shall be consistent with the Master Plan including the adoption of the total amounts of additional square footages for industrial and commercial development/redevelopment.

Policy 1.3.4.7: Any proposed future land use and rezoning modification requests within the LWPOC Urban Redevelopment Area shall be thoroughly reviewed by the City to ensure consistency with the Master Plan, to encourage, consider and minimize impacts on retention and expansion of industrial uses and assessment of associated traffic impacts.

Policy 1.3.4.8: The City shall devise provisions in the LDRs to allow mixed use parking incentives and off-site parking credits especially in the Downtown, the Dixie Highway Commercial Corridor and the Federal Highway Corridor.

Objective 1.3.5: To coordinate future land uses with availability of facilities and services.

Policy 1.3.5.1: The level of service standards adopted elsewhere in this Comprehensive Plan for facilities shall be applied to all applications for development approval.

Policy 1.3.5.2: Developments that would impact existing facilities by reducing the level of service below adopted levels and which are to be constructed prior to the availability of scheduled improvements, shall pay for such impacts or provide their own facilities constructed to city specifications.

Policy 1.3.5.3: The City shall require that development orders and permits be specifically conditioned on the availability of the facilities and services necessary to serve the proposed development and that the facilities and services are authorized at the same time the land uses are authorized.

Policy 1.3.5.4: Where the facilities necessary to serve a development are not available the City may enter into a development agreement where the developer will provide for their construction.

Policy 1.3.5.5: The City may adopt and amend from time to time provisions for impact fees that will be utilized in the construction of necessary infrastructure designed to maintain adopted minimum levels of service.

Policy 1.3.5.6: Consultation with water supplier is required prior to the issuance of site plan approval. Prior to approving a building permit or its functional equivalent, the City shall consult with its Utility Department to determine whether adequate water supplies to serve the new development will be in place and available no later than the anticipated date of the Certificate of Occupancy (CO) or its functional equivalent.

Policy 1.3.5.7: The City shall encourage placement of underground utilities.

Objective 1.3.6: To encourage the availability of suitable land for utility facilities necessary to support proposed development.

Policy 1.3.6.1: Suitable land shall be dedicated or reserved by the developers or reserved by the City for utility facilities necessary to support proposed development.

Policy 1.3.6.2: Future annexation studies will require adequate sites for utility facilities, as needed.

Policy 1.3.6.3: Electric substations shall be allowed in all future land use categories except in places such as Conservation areas as well as areas designated as Historic Districts. Such facilities shall comply

with the provisions of F.S. 163.3208., which establishes compatibility standards, procedures for the review of applications for location of a new substation.

Policy 1.3.6.4: The City shall establish standards to enact reasonable setbacks and landscape standards for electric substations and these standards shall be in compliance with Florida Statutes.

Policy 1.3.6.5: Established electric transmission and distribution line right-of-ways shall be exempted from the normal requirements of vegetation maintenance and tree pruning/trimming, to the extent required by Florida Statutes.

Objective 1.3.7: To discourage the proliferation of urban sprawl by promoting high quality retail, office, and mixed use, especially in the Downtown Mixed Use category and the Dixie Highway Corridor, as the prime retail and commercial areas as specified on the Future Land Use Map.

Policy 1.3.7.1: High quality retail office and defined mixed uses are encouraged in the downtown area.

Policy 1.3.7.2: The highest possible degree of mutually reinforcing commercial uses are encouraged in the DMU.

Policy 1.3.7.3: The City shall continue to be proactive in development of strategies that facilitate adequate parking in the DMU and Dixie Highway Corridor.

Policy 1.3.7.4: Development and redevelopment opportunities in the downtown area will be enhanced through modification or reduction of parking space requirements, in recognition of public parking opportunities in the downtown area.

Policy 1.3.7.5: The pedestrian character of the downtown commercial area will be enhanced through continuation of pedestrian access programs to ensure that development in the DMU is easily accessible to residents and visitors.

Policy 1.3.7.6: In order to support continued redevelopment of older strip commercial areas (such as Dixie Highway) to maintain their economic viability, the City will continue to implement the design guidelines for its major commercial thoroughfares. These design guidelines establish flexible, but consistent standards for the exterior appearance of new and renovated buildings within two

blocks of these main streets. The Guidelines incorporate implementation policies concerning appropriate signage, building colors, and architectural design of new and renovated structures.

Policy 1.3.7.7: The City shall continue to implement urban design Guidelines for the Lake /Lucerne Corridor.

Objective 1.3.8: Maintain a policy of expansion through voluntary annexation.

Policy 1.3.8.1: Continue to promote orderly annexation of lands consistent with the City of Lake Worth Comprehensive Plan such that there is no reduction in service level to existing City residents as a result of the annexation.

Policy 1.3.8.2: Continue to promote orderly annexation of land where service delivery in the annexed area will be consistent with and equal to those provided for existing corporate lands.

Policy 1.3.8.3: Consider requests for annexation on a case-by-case basis utilizing good planning methods and practices.

Policy 1.3.8.4: Ensure that development plans for annexed parcels are compatible with adjacent areas.

Policy 1.3.8.5: Require infrastructure services available to a proposed annexation area at a level consistent with adopted level of service standards.

Policy 1.3.8.6: Ensure that annexed areas do not become a financial burden by requiring applicants to demonstrate proposed impacts upon the City infrastructure system in the annexation process.

Policy 1.3.8.7: Continue to promote orderly annexation of lands consistent with the Palm Beach Countywide Annexation Policy.

Policy 1.3.8.8: Actively participate in the comprehensive planning processes of Lake Clarke Shores, Lantana, Palm Springs, and Palm Beach County to identify areas in need of annexation by reviewing and commenting on these jurisdictions comprehensive plans and annexation policies as they occur.

Policy 1.3.8.9: Continue to review the established annexation reserve area southerly along the centerline of the LWDD E-4 Canal, from the City's present western limits, to its intersection with LWDD L-10 Canal to Congress Avenue, southerly to Lantana Road, easterly to Interstate 95, then northerly to the present City limits, including

Lake Osborne Estates.

Policy 1.3.8.10 The City will continue to cooperate with Palm Beach County to encourage non-residential uses in the core of the LWPOC.

Objective 1.3.9 The City shall discourage the proliferation of urban sprawl and shall facilitate a compact urban development pattern that provides opportunities to more energy efficient use and develop infrastructure, land, and other resources and services by concentrating more intensive growth within the City’s mixed use, high density residential and TOD areas.

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,
2. Requiring in all future development and redevelopment in the City, land use patterns that are non-strip in nature and demonstrate the ability to attract and encourage a functional mix of uses.

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.

Policy 1.3.10.2 The Community Benefits program shall include a trust account to be used solely for the accumulation of funds received as part of the development incentive program. Such funds shall only be expended on projects identified within the Community Benefits program.

Policy 1.3.10.3 The Community Benefits program shall be reviewed and ratified by the City Commission on an annual basis, including project priorities for the annual expenditure of trust funds.

Goal 1.4: Encourage preservation and rehabilitation of historic and

natural resources and where appropriate restrict development that would damage or destroy these resources.

Objective 1.4.1: The City's LDRs will continue to protect, conserve or enhance living marine resources, wildlife habitats, water resources and wetlands.

Policy 1.4.1.1: Development should be designed to accommodate stormwater on-site in accordance with applicable regulations.

Policy 1.4.1.2: The City's Master Drainage Plan shall be implemented and updated as improvements are made in the system.

Policy 1.4.1.3: In order to reduce non-point source pollutant loadings, and improve the City's drainage system, dumping of debris of any kind into stormwater control structures is prohibited.

Policy 1.4.1.4: The City adopts and incorporates requirements in the Palm Beach County Wellfield Protection Ordinance for regulating and prohibiting the use, handling, production and storage of deleterious substances which may impair present or future public potable water supply wells and wellfields within the City's jurisdiction.

Policy 1.4.1.5: Any nonresidential use or residential use greater than 25 units that applies for a site plan, building permit or occupational license in a wellfield zone of influence and intends to handle, store or produce a regulated substance (as defined in the Palm Beach County Unified Land Development Code) shall obtain an operating permit or exemption certificate from the County Department of Environmental Resources Management prior to City approval of the development, permit or license.

Objective 1.4.2: To provide for the protection, preservation or sensitive reuse of historic resources.

Policy 1.4.2.1: The City will refine and maintain regulations to provide for protection, preservation or sensitive reuse of designated historic neighborhoods and historic sites listed on the National Register, Local Designation and/or Florida Site File.

Policy 1.4.2.2: The redevelopment of the designated redevelopment area will be planned and undertaken so as to protect, preserve or sensitively reuse any designated historic site(s) within its boundaries. The redevelopment plan will proceed in accordance with adopted regulations for historic preservation.

- Policy 1.4.2.3: The City will enact regulations to provide as far as possible for preservation intact, mitigation or excavation of archaeological resources discovered during ground-disturbing activities undertaken by private or public entities.
- Policy 1.4.2.4: The City will consider designation as an historic or archaeological site as a hardship when considering variances for non-safety related site development regulations in order to accommodate the preservation of historic or archaeological sites within proposed developments. Such features or sites should be incorporated into required setbacks, buffers or open spaces to the maximum extent of requirements.
- Policy 1.4.2.5: The City shall consider accepting donations of historic or archaeological sites.
- Policy 1.4.2.6: The City shall implement measures to enforce Historic Ordinances.
- Policy 1.4.2.7: The City shall increase public awareness about various historic districts in the City by the ways of having identification signs for different historic neighborhoods, by promotional materials such as tour guidebooks, pamphlets etc. and conducting seminars and public educative sessions about various historic districts.
- Policy 1.4.2.8: The City shall provide a historical guideline publication that will assist historic property owners in understanding the advantages of owning historic property, the requirements for preservation of historic properties and the requirements of owning property in a historic district.
- Policy 1.4.2.9: If new archeological sites are discovered within the City limits, the City shall take necessary steps to protect these resources and coordinate with the county regularly and work with them as needed.
- Goal 1.5: To protect human life and limit public expenditures, private development shall be discouraged in areas subject to destruction by natural disaster.**
- Objective 1.5.1: To coordinate coastal area population densities with the Lower Southeast Florida Regional and Palm Beach County Hurricane Evacuation Plans.**

- Policy 1.5.1.1: The City shall continue to maintain a Hurricane Evacuation Plan and upgrade it as needed with changing conditions and times.
- Policy 1.5.1.2: The City will continue to cooperate with regional and county evacuation plans. Specific procedures for integration into these plans will be adopted.
- Objective 1.5.2: To direct population concentrations away from known or predicted coastal high-hazard areas to the extent consistent with vested property rights.**
- Policy 1.5.2.1: The coastal high-hazard area will encompass the evacuation zone for a Category 1 hurricane as established in the regional hurricane evacuation study.
- Objective 1.5.3: To limit public expenditures that subsidize development permitted in coastal high-hazard areas, except for restoration or enhancement of natural resources.**
- Policy 1.5.3.1: City-funded public facilities should not be built in the coastal high-hazard area, except for purposes of public access or resource restoration.
- Objective 1.5.4: To reduce or eliminate land uses that are inconsistent with interagency hazard mitigation plans.**
- Policy 1.5.4.1: The City shall identify any land uses that are inconsistent with interagency hazard mitigation plans.
- Policy 1.5.4.2: The City shall identify alternatives methods and determine costs to replace inconsistent land uses with land uses compatible with interagency hazard mitigation plans.
- Goal 1.6: To discourage urban sprawl.**
- Objective 1.6.1: To discourage urban sprawl and instead support the redevelopment of older urban area.**
- Policy 1.6.1.1: The City shall continue to implement its redevelopment plan, and revise and upgrade it as needed with changing conditions and times.
- Policy 1.6.1.2: The City shall support redevelopment with recommended regulations pertaining to height, density, design, mixed use, neighborhood compatibility and protection of historic resources.

Policy 1.6.1.3 The City shall encourage new development, infill and redevelopment in conjunction with existing or planned transit improvements where possible.

Goal 1.7: **To support and provide incentives for the continued redevelopment of the historic downtown commercial core of the City.**

Objective 1.7.1: **To continue to provide administrative leadership and support for redevelopment efforts.**

Policy 1.7.1.1: The City will continue to contribute to Tax Increment Financing trust fund for the Community Redevelopment Agency (CRA) area.

Policy 1.7.1.2: The City and CRA will provide opportunities for public involvement in redevelopment.

Policy 1.7.1.3: The City and CRA will continue to facilitate necessary studies and citizen surveys to determine the optimum approaches for redevelopment.

Policy 1.7.1.4: The City and CRA will continue to implement the Redevelopment Plan, and review and update the plan as necessary.

Policy 1.7.1.5: The City and CRA will work together to prioritize transit improvements and transit-supportive land use patterns as appropriate.

Policy 1.7.1.6: With administrative support from the City, the CRA will develop appropriate transit-supportive programs for inclusion in the Redevelopment Plan to further successful redevelopment.

Objective 1.7.2: **To continue to improve the quality of public infrastructure in downtown Lake Worth.**

Policy 1.7.2.1: The City and CRA will adopt and implement programs to improve the safety and appearance of the streets and sidewalks in Downtown Lake Worth.

Policy 1.7.2.2: The City and CRA will continue to study and make modifications to improve the traffic flow on downtown streets, to accommodate existing development and redevelopment.

Policy 1.7.2.3: The City will continue to maintain the seat of government in Downtown, and will encourage other agencies to establish

downtown offices.

Policy 1.7.2.4: The City will provide trees and landscaping downtown to enhance the quality of the urban environment.

Policy 1.7.2.5 The City and CRA will support the provision of enhanced local transit service in conjunction with new transit service on the FEC Corridor.

Objective 1.7.3: To support redevelopment plans which recognize and respect the historic urban character of Downtown Lake Worth and the surrounding neighborhoods.

Policy 1.7.3.1: The City shall continue to implement the recommendations of the City’s Historic Properties Surveys.

Policy 1.7.3.2: Zoning and building regulations will recognize historic status as a hardship when variances and conditional uses are requested, to the maximum extent feasible consistent with health and safety.

Policy 1.7.3.3: Redevelopment of property with railroad access will be considered in light of recommendations of the City’s Historic Properties Surveys and multi-modal transportation opportunities.

Policy 1.7.3.4: Neighborhood plans will be prepared to support preservation of sound single family neighborhoods which have a high percentage of owner occupied dwellings.

Policy 1.7.3.5: Architectural standards for redevelopment will be maintained.

Policy 1.7.3.6: The City will support provision of a full range of services to enhance the attractiveness of living and working in the Downtown area.

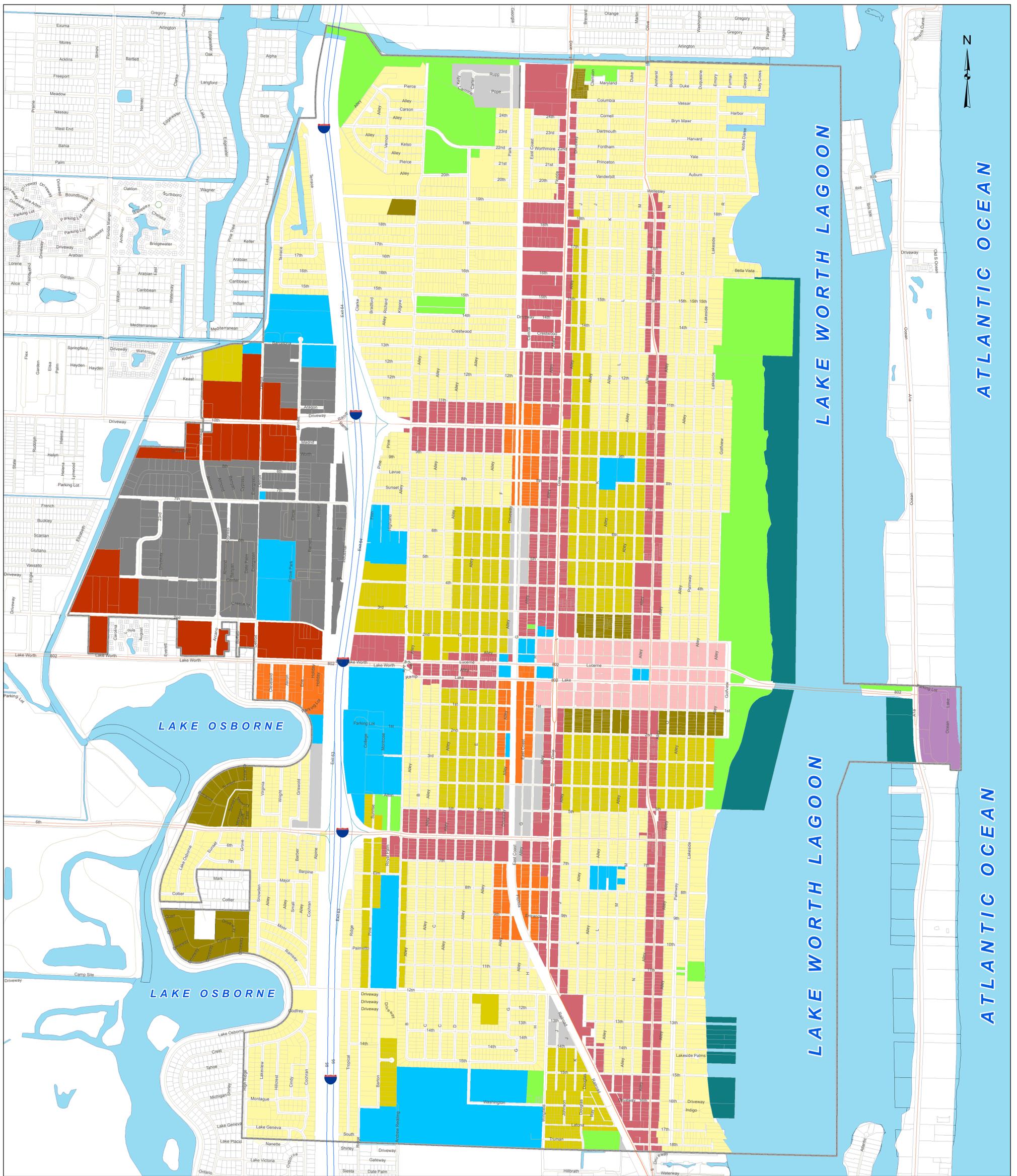
Policy 1.7.3.7: The City shall permit arts, entertainment and cultural uses in the TOD-E zoning district adjacent to the Lake-Lucerne downtown corridor. It will provide for a transit friendly mixed-use overlay district of residential, office and commercial activities, with an emphasis on the arts that will allow uses which promote preservation, restoration and adaptive reuse of historic buildings; stimulate pride in the City’s architectural heritage, and stabilize and improve property values.

Objective 1.7.4: The City will increase its role as an ombudsman for downtown redevelopment, and become an active participant in business

development.

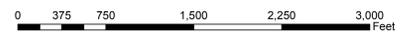
- Policy 1.7.4.1: The City will take an active role in assisting private redevelopment projects, by assisting with feasibility studies, guiding their implementation, and advocating approval of acceptable plans.
- Policy 1.7.4.2: The City and CRA will support the attraction of new retail businesses in the downtown by bringing together land owners and representatives of potential new businesses.
- Policy 1.7.4.3: The City will seek grants and promote improvements by other agencies which will benefit Downtown Lake Worth.
- Policy 1.7.4.4: The City will support creation of a marketable identity for Downtown.
- Policy 1.7.4.5: The City will assist new businesses.
- Objective 1.7.5: Where appropriate, the City will support redevelopment of obsolete properties and structures.**
- Policy 1.7.5.1: The City will continue to support operation of the CRA in assembly of lots for redevelopment.
- Policy 1.7.5.2: The City will support efforts to redevelop the Lake Worth Park of Commerce Urban Redevelopment Area through appropriate site development review to explore opportunities in promoting mixed use, mass transit and alternative transportation methods for new or modified approvals.
- Goal 1.8: To support the implementation of the Lake Worth Park of Commerce (LWPOC) Urban Redevelopment Area through a coordinated and comprehensive effort of the City, County, residents and businesses.**
- Objective 1.8.1: To encourage development/redevelopment of the LWPOC as an employment center through redevelopment and economic revitalization efforts. The boundaries for the Park of Commerce are: 10th Avenue North to the north; Lake Worth Road to the south; Interstate 95 to the east; and the E-4 Canal to the west.**
- Policy 1.8.1.1: The City shall continue to investigate appropriate land use changes to industrial within the LWPOC to promote redevelopment and economic revitalization.

- Policy 1.8.1.2: The City shall continue to coordinate and provide assistance to City and County agencies to ensure improved infrastructure, services and access within the LWPOC.
- Policy 1.8.1.3: The City shall encourage new development proposals within the LWPOC, with emphasis on those at the north and south entrance of the Park of Commerce along Boutwell Road, to be consistent with the goal to create a quality office/industrial park, as established in the LWPOC Conceptual Plan.
- Policy 1.8.1.4: The City shall continue to work with the County to implement the Capital Improvements Plan as recommended in LWPOC Redevelopment Plan.
- Policy 1.8.1.5: The City shall encourage creation of a Business Improvement District (BID) within the LWPOC Urban Redevelopment Area and develop ways to consider alternatives for financing infrastructure.
- Policy 1.8.1.6: The City shall implement relocation assistance program for businesses that are industrial in nature within the FEC area and along Dixie Highway to relocate to the Park of Commerce. The City shall determine the specific types of support and assistance under this program.
- Policy 1.8.1.7: The City shall encourage quality light industrial, commercial and office uses within LWPOC. The City shall develop a permitted business list as well as conditional business list specifically for the LWPOC Area.
- Policy 1.8.1.8: The City shall develop design guidelines to enhance architecture, landscaping, parking and service area buffers for the LWPOC Area.
- Policy 1.8.1.9: The City shall enhance landscaping, provide landscape buffers, sidewalks and lighting along major thoroughfares within the LWPOC through development regulations and/or beautification Capital Improvement Projects.
- Policy 1.8.1.10: The City’s Land Development Regulations shall implement more standardized parking requirements compatible with industrial uses in the Lake Worth Park of Commerce Area.



- | | | |
|----------------------------------|------------------------------------|---|
| Single Family Residential (SFR) | Downtown Mixed Use (DMU) | Public, Public Recreation and Open Space (PROS) |
| Medium Density Residential (MDR) | Transit Oriented Development (TOD) | Conservation (CON) |
| High Density Residential (HDR) | Artisanal Mixed Use (AMU) | Beach and Casino (BAC) |
| Mixed Use - East (MU-E) | Industrial (I) | Palm Beach County (PBC) |
| Mixed Use - West (MU-W) | Public (P) | Municipal Boundary |

Notes:
 1. The parcel outline information shown was obtained from the Palm Beach County Property Appraiser's GIS Department Annually every (January).
 2. The City of Lake Worth Municipal Boundary shown was updated on November 14, 2014.
 3. This map is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of property boundaries. These products have been produced by the City of Lake Worth for the sole purpose of geographic reference. No warranty is made by the City of Lake Worth regarding specific accuracy or completeness.



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Future Land Use Map

Adopted November 4th, 2014 with Comp Plan Ordinance 2014-28

Working Together



II. TRANSPORTATION ELEMENT

Goal 2.1: To develop and maintain a safe, convenient, and energy efficient multimodal circulation system which permits convenient and efficient travel through and within the City, to support and enhance the community's economic and residential character.

Objective 2.1.1: To adopt and maintain appropriate level of service (LOS) standards for streets within the City.

Policy 2.1.1.1: The City shall adopt as part of this Comprehensive Plan the 2015 Lane Arrangement Map as the Future Trafficways map shown as Exhibit 2.8 in the Data and Analysis. (There are no ports, airports, high-speed rail lines, or related facilities in Lake Worth.)

Policy 2.1.1.2: The City adopts as part of this Comprehensive Plan the following Level of Service Standards; for all roads on the Florida Intrastate Highway System, Level of Service "C" is adopted; except that in-line with the State Intermodal System level of service for I-95 shall be LOS E, and for all other roads, Level of Service "D" for peak hour operation is established. Constrained facilities are determined to be exceptions to these levels of service. The City also adopts any and all levels of service established by the FDOT in-line with the SIS Program as well as the LOS for all facilities identified by the Southeast Florida Transportation Council's Transportation Regional Incentives Program (TRIP.) For transit facilities, the adopted level of service shall be 1 hour headways for travel on established transit routes.

Policy 2.1.1.3: The following roadway segment is identified as constrained, due to limitations of insufficient right-of-way, adjacent development, or inadequate area for expansion: 10th Avenue North, west of I-95. The Level of Service shall be managed by the City through the implementation of procedures established by the Palm Beach County CRALLS (Constrained Roadways at Lower Levels of Service) program. No development or redevelopment activities will be permitted on parcels adjacent to or leading directly to this link, unless the applicant can demonstrate conformance to the countywide traffic performance standards, which govern, constrained facilities.

Policy 2.1.1.4: The City shall coordinate traffic improvement planning with Palm

Beach County and the Florida Department of Transportation in order to accomplish the following improvements needed to attain a future LOS standard of Level D for streets within the City.

Street	Location	Suggested Improvements	Jurisdiction
6 th Ave. S	Dixie Highway to Federal Highway	No current plans	PBC
10 th Ave. N. I-95	700' W of I-95 Ent S. of 6 th Ave. S. to 10 th Ave N	Six lanes Add 4 lanes and reconstruct 6 lanes	City FDOT
I-95	S. of 10 th Ave. N. to Forest Hill Blvd	Add 4 lanes and reconstruct 6 lanes	FDOT
Dixie Hwy	Palm Beach Canal to Federal Highway	Four lane with left turns at major intersections	FDOT

Policy 2.1.1.5: The City shall adopt service level C/D for all roadways in the jurisdiction of the City, which are not included in Policy 2.1.1.3, and specifically including SR A1A.

Policy 2.1.1.6: The City will continue to work with the County and the State to correct the unsafe alignment of east and west bound traffic lanes on 10th Avenue North (county road) at Dixie Highway (state road).

Policy 2.1.1.7: The City shall adopt level of service E for the streets listed in policy 2.1.1.3 in support of the Community Redevelopment Plan and due to the fact that the City has a very high level of transit serving the Community Redevelopment Area (TriRail and PalmTran).

Policy 2.1.1.8: The City shall encourage local businesses and encourage transit friendly development in the Land Development Regulations for all land uses to maximize the use of the public transit system.

Policy 2.1.1.9: The City shall discourage urban sprawl through private redevelopment in the downtown area.

Policy 2.1.1.10: Service level E will be accepted only on roads which are either in the Community Redevelopment Area or feeder roads to the Community Redevelopment Area. Lower levels of service may be accepted within or on the boundaries of the Community Redevelopment Area and TOD areas.

- Policy 2.1.1.11: All components of the public transit system, PalmTran, and TriRail, shall coordinate to serve the Community Redevelopment Area and LWPOC Urban Redevelopment Area.
- Policy 2.1.1.12: The City shall continue to implement access management by continuing the practice of obtaining letters of compliance with Palm Beach County’s Traffic Performance Standards after review of traffic studies by the Palm Beach County Traffic Engineer (or his designee) This review shall be applicable to all new nonresidential development, rezoning for nonresidential uses, and change of use of existing structures for nonresidential purposes.
- Policy 2.1.1.13: Access management for residential development will be conducted through site plan and subdivision review, to restrict back-out parking into rights-of-way, limit driveway connections, and ensure conformance with existing provisions contained in the City’s Land Development Regulations.
- Policy 2.1.1.14: The City shall maintain records regarding de minimus transportation impacts in order to determine if and when the 110% threshold of such impacts has been reached.
- Policy 2.1.1.15: For those projects that cannot meet the concurrency requirement for transportation, the City’s LDRs shall include provisions for the use of “proportionate fair-share mitigation for transportation facilities” consistent with Florida Statutes. In developing these provisions in the LDRs, the City shall be guided by the “Model Ordinance for Proportionate Fair-Share Mitigation of Development Impacts on Transportation Corridors” published by the Florida Department of Transportation as may be amended. Additionally, the regulations shall be designed so as to operate in a consistent manner with Palm Beach County’s proportionate fair-share regulations.
- Policy 2.1.1.16: Where the facilities necessary to serve a development are not available the City may enter into a development agreement where the developer will provide for their construction.
- Policy 2.1.1.17: The City may adopt and amend from time to time provisions for impact fees that will be utilized in the construction of necessary infrastructure designed to maintain adopted minimum levels of service.

Objective 2.1.2.: To provide for preservation and protection of needed rights-of-way.

Policy 2.1.2.1: The City shall establish right-of-way dedication requirements for arterial and collector streets which are consistent with those established by the Florida Department of Transportation. Minimum right-of-way for new local streets shall be no less than 40 feet. Right-of-way requirements along State or County roads will be established by the operating jurisdiction. Where the State or County has not provided the City with the required right-of-way, the existing right-of-way shall be the adopted standard until the County and the State provide their standards.

Policy 2.1.2.2: The City shall acquire where possible the needed right-of-way at constrained intersections for construction of necessary turning lanes.

Policy 2.1.2.3: Where exclusive public transit corridors exist within the City or where such corridors are planned, the LDRs shall ensure that land uses along and in proximity to these corridors are designed to maximize use of, and accessibility to, the transit facilities.

Objective 2.1.3: To provide for adequate bicycle and pedestrian accessways.

Policy 2.1.3.1: The City shall review all proposed development for accommodation of bicycle and pedestrian traffic needs. Bicycle routes shall be marked and designated bicycle parking areas shall be provided where appropriate.

Policy 2.1.3.2: Newly constructed walkways and sidewalks shall include ramps for handicapped users, as required by the City's LDRs.

Policy 2.1.3.3: At the time of improvements within rights of way, undertaken by the City or through the contribution of private development, the extension of sidewalks shall be considered as appropriate and applicable.

Objective 2.1.4: To eliminate or reduce conflicts between rail, vehicular and pedestrian traffic in any new development or redevelopment, coordinate the transportation system with existing and future or existing land uses, and ensure that planned development is consistent with planned transportation services as a means to ensure improvement of air quality and overall mass transit performance.

- Policy 2.1.4.1: Heavy traffic generating land uses (as defined in the LDRs) requiring new curb cuts or access in the immediate vicinity of railroad crossings should not be permitted. The City’s site plan review process shall be utilized when applications are made for curb cuts in such areas.
- Policy 2.1.4.2: By 2011, the City shall prepare policy guidelines to be used to evaluate the traffic impact of regional transportation improvements on the City’s existing and proposed residential and commercial development. Such guidelines may include alternates for enhancing traffic efficiency and mitigating negative traffic impacts, such as traffic calming, one-way street designation, provision of public parking facilities, or other similar mechanisms.
- Policy 2.1.4.3: Heavy traffic generating land uses (as defined in the City’s LDRs) shall be carefully considered before permitting along Tenth Avenue North immediately west of I-95.
- Policy 2.1.4.4: The City shall review all applications for development and redevelopment to ensure compliance with the policies implementing this objective.
- Policy 2.1.4.5: The City shall support the provision of safe vehicular parking to support new land development. Public parking lots shall continue to be provided to serve the downtown mixed use area, major attractions (such as Lake Worth Beach) and mass transit access points.
- Policy 2.1.4.6: As part of the City’s concurrency management system, the City shall require that all transportation facilities be in place or under construction within 3 years from issuance of building permit.
- Objective 2.1.5: To achieve the highest possible compatibility between Lake Worth’s traffic circulation goals, objectives and policies and those of the Palm Beach County Metropolitan Planning Organization and the State of Florida.**
- Policy 2.1.5.1: The City shall review subsequent versions of the Palm Beach County and Florida Department of Transportation Five-Year plans in order to ensure the utmost compatibility of transportation planning goals.
- Policy 2.1.5.2: The City shall support and cooperate in the establishment of transportation demand management programs of the Metropolitan Planning Organization or other appropriate jurisdictions by

implementing local education and activities to encourage participation in area wide programs including, but not limited to, programs which seek modification of peak hour travel demand and reduction of vehicle miles per capita.

Policy 2.1.5.3: The City shall support establishment of transportation system management strategies (TSM) to improve the operating efficiency of existing roads by identifying traffic flow modifications and intersection improvements and by seeking appropriate rights-of-way and setbacks from abutting properties at time of development to implement these modifications. In addition, the City will support TSM strategies implemented by the Metropolitan Planning Organization or other appropriate jurisdictions.

Policy 2.1.5.4: The City establishes 90-minute headways in the peak hour as the appropriate objective measures of system effectiveness for the countywide bus system, consistent with standards adopted in the Palm Beach County Comprehensive Plan, and shall work in concert with Palm Beach County, PalmTran and other service providers to implement this Level of Service.

Policy 2.1.5.5: The City shall continue to support regional multimodal transportation systems through coordinating routes and schedules, with PalmTran and TriRail, and with participation on the Metropolitan Planning Organization, directly supporting the FDOT in developing, identifying and protecting the State Intermodal System including identified connectors. Further, the City shall support the SEFTC's TRIP program. In addition, the City shall address any adverse impacts on the Strategic Intermodal System (SIS) facilities, any development impacting SIS facilities, by lowering its level of service below the adopted standard, shall be required to mitigate its impacts to achieve and maintain the level of service standard. The City shall coordinate with County Staff and will adhere to policies and programs which ensure that the overall transportation system meets the County's level of service criteria in order to provide viable alternatives to the Florida Intrastate Highway System and the SIS, and to protect their interregional and intrastate functions.

The City shall adopt any and all specific LOS standards applicable to the facilities listed below.

SIS facilities in the City:

1. Lake Worth Road Tri-Rail Station
2. I-95 to 6th Avenue South to South A Street to Lake Worth Road
3. FEC Railroad

Palm Beach County SIS facilities:

1. I-95
2. Florida Turnpike
3. SR 80
4. SR 710
5. US 27

Policy 2.1.5.6: The City shall seek the cooperation of Palm Beach County and neighboring jurisdictions in the designation of 17th Avenue North as a collector facility, and in maintaining traffic circulation and evacuation capacity on the Keller Road Bridge.

Policy 2.1.5.7: All access points to and from Lake Clarke Terrace shall be maintained through coordination with neighboring jurisdictions.

Policy 2.1.5.8: Through participation in IPARC and the Metropolitan Planning Organization, the City shall coordinate land use plans, right of way reservations, transit schedules, public information materials and other programs with appropriate state and regional agencies in order to develop and implement area wide transportation, land use and parking initiatives which have the effect of increasing mobility, meeting individual travel desires, conserving energy, reducing traffic congestion and promoting compact urban development.

Objective 2.1.6: To achieve infill development/redevelopment of the LWPOC in cooperation with Palm Beach County through the establishment of a Transportation Concurrency Exception Area (TCEA) and continued joint planning efforts.

Policy 2.1.6.1: The LWPOC Transportation Concurrency Exception Area (TCEA) is established and designated. Contiguous with the boundaries of the LWPOC, the TCEA is bounded by Tenth Avenue North on the north, I-95 on the east, Lake Worth Road on the south and the Keller Canal (E-4) on the west. The TCEA will be limited to

55,147 square feet of additional commercial retail use and 895,373 square feet of additional industrial use. Any project utilizing the TCEA and significantly impacting Interstate 95 shall be required to address its impacts per County Traffic Performance Standards. The TCEA may be revisited if the City of Lake Worth fails to provide the County an annual report by March 31 of each year starting in year 2004, showing that development approvals utilizing this TCEA have not exceeded the limits set by this policy.

Policy 2.1.6.2: The City shall cooperate with Palm Beach County to initiate a program to capture roadway impact fees generated from development/redevelopment within the LWPOC TCEA. This funding shall be used for upgrading or implementing new transit programs or instituting roadway improvements directly benefiting the LWPOC, such as intersection right-of-way acquisitions, adding turn lanes and improved turning radii.

Policy 2.1.6.3: The City shall additionally implement the following TSM and Transportation Demand Management strategies within the LWPOC: Limit the number of access points between private property and 10th Avenue North, by requiring properties that have direct access to a secondary road, service drive or cross-access easement to make the necessary connection improvement to redirect traffic away from 10th Avenue North; require cross-access connection between properties abutting 10th Avenue North for both vehicles and pedestrians during development review; require installation of secure bicycle parking facilities during development review; and require provision of a bus/trolley shelter for properties under development review with frontage on any transit route, where no such facility is within 800 feet of the site.

Policy 2.1.6.4: The City shall encourage quality light industrial, commercial and office uses within the LWPOC. The City shall develop a permitted business list as well as conditional business list specifically for the LWPOC.

Policy 2.1.6.5: The City shall develop design guidelines to enhance architecture, landscaping, parking and service area buffers for the LWPOC.

Policy 2.1.6.6: The City shall enhance landscaping, provide landscape buffers, sidewalks and lighting along major thoroughfares within the LWPOC through development regulations and/or beautification Capital Improvement Projects.

Policy 2.1.6.7: The City's LDRs shall implement more standardized parking requirements compatible with industrial uses in the LWPOC.

Objective 2.1.7 **The City shall continue to assist Palm Tran in providing efficient public transit services based on existing and future trip generators and attractors and also provide local public transit road and terminal areas which are safe for transit users.**

Policy 2.1.7.1 The City shall support the transit shelter and terminal development program of Palm Tran, the proposed High Speed Rail Project and of the Tri-Rail Authority.

Policy 2.1.7.2 The City shall continue to modify and enforce regulations to encourage the provision of transit related shelters in major land development projects.

REFER TO

2015 Future Transportation Map Series – Roads & Levels of Service

OF THE CITY'S ADOPTED

1998 COMPREHENSIVE PLAN

REFER TO

2015 Future Transportation Map Series – Pedestrian/Bicycle Routes

OF THE CITY'S ADOPTED

1998 COMPREHENSIVE PLAN

REFER TO

2015 Future Transportation Map Series – Palm Tran Bus Routes

**OF THE CITY'S ADOPTED
1998 COMPREHENSIVE PLAN**

III. HOUSING ELEMENT

Goal 3.1: To achieve a supply of housing that offers a range of residential unit styles and prices for current and anticipated homeowners and renters in all household income levels by the creation and/or preservation of housing units.

Objective 3.1.1: To upgrade the quality of existing housing and assure that new construction is of the highest possible quality while supporting the position that the city's housing supply will be principally provided by the private sector.

Policy 3.1.1.1: Strict enforcement of the Florida Building Code, standard housing code and other applicable codes shall continue.

Policy 3.1.1.2: Conservation and rehabilitation of housing stock shall be guided by recommendations contained in planning and housing studies prepared for redevelopment areas, historic surveys, and other appropriate documentation.

Policy 3.1.1.3: The City shall support the location of housing assistance for very low, low, and moderate income households, consistent with applicable zoning land development regulations, and the scale of existing development, with emphasis on expanding opportunities within the existing community and housing stock rather than construction of new, large scale multi-family developments.

Policy 3.1.1.4: The City shall take strict enforcement measures to eliminate overcrowded housing conditions.

Objective 3.1.2: To encourage the use of "traditional" single-family housing while allowing flexibility in zoning regulations in order to achieve a diverse housing supply.

Policy 3.1.2.1: Amendments to the zoning ordinance and other development regulations shall retain principles and criteria for guiding the location of adult congregate living facilities, group homes, housing for low and moderate income households, mobile homes, and foster homes in a manner consistent with State laws and more explicitly in conformity with Florida Statutes.

Policy 3.1.2.2: The City shall permit increased densities and/or a decrease of living area requirements for innovating designs of up to 15 percent in order to promote affordable housing projects. The increased densities and/or decreased living area requirements shall only be awarded to developments where the housing costs do not exceed 140% of the County's median income for a family of four, times 2.5 for each single family dwelling, plus meeting one or more of the following general affordability guidelines:

1. The project shall provide permanent mortgage financing of 90% or greater.
2. The project is a public/private partnership sponsored development.
3. Mortgagee income qualifications shall not exceed 140% of the most current Palm Beach County median family income for a family of four, with this condition being mandatory.
4. In order to maintain affordability an anti-speculation clause shall be inserted in the deed for the first 2, but preferably 5 years, which provides for appreciation participation and the subsequent purchaser meeting condition 3 above.
5. In order to ensure adequate sites for affordable housing, the City shall establish and implement an Affordable Housing Program that will identify and acquire sites through public-private partnerships, CDBG funding, judicial foreclosure stock, and utilizing rehabilitated housing stock with the goals of:
 - a. Providing assistance for working individuals and current renters to become property owners of standardized housing stock identified throughout the City;
 - b. Providing assistance in the transition of residents in substandard living conditions to standardized housing stock identified throughout the City;
 - c. Providing assistance with affordable housing options to elderly and physically challenged persons.

Developments utilizing these incentives shall be allowed in all residential areas and can be undertaken as a Planned Development

District, as provided for in the Land Development Regulations, regardless of size.

Policy 3.1.2.3

The City may as a part of its efforts to establish programs to ensure the construction of affordable and work force housing establish a fund for such purposes. These funds will be developed through the use of a formula developed as a part of the Land Development Regulations and utilized for the purposes of acquiring sites, rehabilitating housing stock, and constructing new affordable dwelling units throughout the City. The mechanism for generating funds earmarked for the Affordable Housing Fund shall be:

- a. Payment-in-lieu contributions
- b. Land donation within the City
- c. Off-site construction of units
- d. Purchases of existing market rate units to be donated to the City or sold to eligible households
- e. CDBG funding
- f. Purchase assistance loan programs
- g. Tax-Incentive public-private partnerships

Policy 3.1.2.4

The City may choose to require developers of new developments to contribute a fee-in-lieu of units. The sum amount of this fee shall be established by the City Commission and Planning and Zoning Board, and it shall be paid to the City’s affordable housing program to finance land acquisition, homeowner assistance, or other actions to further the City’s affordable housing objectives as specified in the Comprehensive Plan.

Set aside at least 10% of their development for occupancy by households of low income (more than 50 per cent but less than or equal to 80 per cent of the County’s median annual adjusted gross income) households, and 10 per cent for moderate income (more than 80 per cent but less than or equal to 140 per cent of the County’s median annual adjusted gross income) households. Units meeting this requirement shall include no more than 40 per cent renter occupied units for low income and very low income households and no more than 30 per cent renter occupied units for moderate income households. The remaining units must be owner occupied. The renter occupied units must continue to be attainable for a period of at least 20 years, and the owner occupied units must continue to be attainable for a period of at least 10 years.

Objective 3.1.3:

To foster the development of a strong non-profit housing sector, to meet the needs of very low and low income groups.

- Policy 3.1.3.1: Support the efforts of housing providers by endorsing their application to the U.S. Department of Housing and Urban Development or other funding agencies.
- Policy 3.1.3.2: Citizens shall be involved when possible in the development of housing programs and planning for housing needs.
- Objective 3.1.4: To encourage financial programs that expand housing opportunities in new housing construction and housing rehabilitation for very low, low, and moderate income households in a manner consistent with the community scale and character.**
- Policy 3.1.4.1: The City shall implement activities for improving coordination among participants in the delivery of housing within the City. Appropriate areas for City involvement should include partnerships with private firms and non-profit agencies, or other government agencies.
- Objective 3.1.5: To optimize the use of state and federal housing and community development programs to meet the needs of very low, low, and moderate income households in the community.**
- Policy 3.1.5.1: Federal, state, and county programs for providing housing shall be utilized, as necessary as a means to assure a full range of housing opportunities is available for City residents.
- Policy 3.1.5.2: By December, 2011, the City shall conduct a comprehensive study to optimize the use of state, federal housing and community development programs.
- Objective 3.1.6: The City shall support policies which provide for suitable housing for households in the same or similar neighborhoods which will be directly displaced through public action.**
- Policy 3.1.6.1: Where Federal funding is utilized, Federal housing relocation guidelines shall be employed and shall be consistent with Florida Statutes. In such instances where City funds are utilized, the City shall locate comparable standard housing in the same or comparable neighborhood in the City for the displaced persons and in addition, pay all direct costs of the move.
- Objective 3.1.7: To continue to formulate appropriate housing implementation programs as part of the ongoing planning and management activities of the City.**

Policy 3.1.7.1: The regulatory environment and permitting procedures for housing may be reviewed as needed, as part of the continuing City planning effort. Improvements to the efficient operating of City processes regarding housing which is identified as needed will be implemented through the City's LDRs.

Goal 3.2: To assure that all citizens have decent, safe and sanitary housing in neighborhood environments that are attractive, secure and free from urban blight.

Objective 3.2.1: To maintain the integrity of existing residential neighborhoods and to promote their preservation and rehabilitation.

Policy 3.2.1.1: Residential areas shall be adequately buffered from incompatible nonresidential activities that would adversely affect the living environment of residents.

Policy 3.2.1.2: The City's definitions for standard and substandard housing and guidelines for determining the quality of housing and stabilizing residential neighborhoods will be enforced.

Policy 3.2.1.3: Code enforcement efforts will be maintained in order to prevent overcrowding and unsafe or unsanitary housing conditions.

Objective 3.2.2: To promote the conservation, preservation and rehabilitation of existing housing as a means of maintaining and improving residential conditions, providing opportunities for affordable housing to all current and anticipated future residents of the City and creating affordable housing opportunities.

Policy 3.2.2.1: Housing condition awareness will be promoted by the City in one or more of the following ways:

1. By implementing a Certificate of Use Program as license for rental property.
2. By developing support programs and incentive programs for home improvement and rehabilitation.
3. By actively developing cross-training and "team" inspection programs to better utilize City staff and make as many inspections as possible on an annual basis.
4. By publishing and promoting a special telephone number to call with information or questions on illegal housing,

nuisance property or available housing programs.

5. By giving property owners flexible and “reasonable” time periods to correct violations depending on the type of violation, but strictly enforce the code and penalize offenders.

Policy 3.2.2.2: Preservation of affordable housing will be accomplished through code enforcement of existing structures, participating in rehabilitation loan programs funded by CDBG and SHIP programs, and administration of historic housing and redevelopment programs and enhanced intergovernmental coordination in the provision of housing such as support of the local Community Development Corporation, housing rehabilitation and public housing.

Policy 3.2.2.3: The City shall ensure compatibility of new affordable housing developments with existing characteristics by proactively seeking projects that integrate adaptive re-use, missed use, and offer affordable housing solutions through site plan review and design guidelines.

Policy 3.2.2.4 Additional affordable (low, very-low and moderate) housing, as well as special needs housing, may be developed in any residential district.

Objective 3.2.3: **To promote the elimination of blighting influences on residential areas and improvement of substandard housing conditions.**

Policy 3.2.3.1: Dwelling units that are dilapidated and thus do not provide a decent, safe and sanitary environment shall be removed.

Policy 3.2.3.2: The City will regularly maintain and rehabilitate public improvements that have been accepted for maintenance, such as street paving, sidewalks and other physical improvements.

Policy 3.2.3.3: In conjunction with the City’s Certificate of Use program, housing stock will be regularly inspected.

Policy 3.2.3.4: Group homes and foster care facilities licensed or funded by the Florida Department of Children and Families shall be located so as to encourage the development of community residential alternatives to institutionalization, and supported with public facilities and services in a nondiscriminatory manner. The City

encourages these facilities to be located near supporting institutional and other uses, appropriate for the clientele served by the facilities.

Policy 3.2.3.5: Housing demolition program activities will be guided by City development regulations, consistent with City policies on neighborhood improvement and the removal of dilapidated structures.

Objective 3.2.4: To encourage architectural design that complements the city's appearance and considers the objectives of all facilities and services provided by the City.

Policy 3.2.4.1: By December 31, 2010, the City's land development regulations shall be amended to incorporate additional provisions for energy conservation, "green city" concepts and encourage and/or mandate new or existing developments to acquire Leadership in Energy and Environmental Design (LEED) and/or Florida Green Building Coalition (FGBC) certifications.

Policy 3.2.4.2: Housing located in areas subject to the hazards of flooding and storm surge shall be constructed according to acceptable standards in order to minimize the impacts of these hazards.

Objective 3.2.5: To encourage the identification of historically significant housing, and to promote its preservation and rehabilitation as referenced by the Surveys of Historic Properties conducted for the City of Lake Worth.

Policy 3.2.5.1: Properties of special value for historic, architectural, cultural or aesthetic reasons will be restored and preserved through the enforcement of the City's Historic Preservation Ordinance to the extent feasible.

Policy 3.2.5.2: Identification and conservation of historically significant housing will be promoted by the City, to the extent feasible. The Future Land Use Map and land use analyses of the Comprehensive Plan will consider historically significant housing.

Policy 3.2.5.3: The City shall increase public awareness about various historic districts in the City by the means of having identification signs for different historic neighborhoods, by developing promotional materials such as tour guidebooks, pamphlets etc. and conducting seminars and public education seminars about various historic districts.

Objective 3.2.6 **The City shall establish and implement energy efficiency initiatives that will promote energy efficiency and the use of renewable energy resources.**

Policy 3.2.6.1 The Energy Management Division shall be established, implemented, and funded through a minimum addition of \$0.0026 per kWh to the electric bill, and will provide energy and water audits for customers.

Policy 3.2.6.2 The Energy Management Division shall assist in the management of the Energy Efficiency and Conservation Block Grant program and similar local, state and federal programs with such goals as will:

- 1) Reduce energy consumption by 12% in 280 existing homes through the use of prepaid meters;
- 2) Increase energy efficiency in City lighting through such means as the installation of LED street lights.

Policy 3.2.6.3 The Energy Management Division shall establish and implement the availability of energy savings kits that include appurtenances and printed materials for home owners.

Policy 3.2.6.4 The Energy Management Division shall establish and implement the Energy and Water Conservation Program which contains the following rebate incentives to residential customers of the utility:

- 1) To replace old clothes washers with new energy and water-efficient models
- 2) To replace old air conditioners and heat pumps with energy-efficient models
- 3) To replace refrigerators with new, energy-efficient models
- 4) To install programmable thermostats
- 5) To replace old toilets with new ultra-low flush, water efficient models.

IV. INFRASTRUCTURE ELEMENT

Goal 4.1: To provide needed public infrastructure in a manner which protects investments in existing facilities and promotes orderly, compact urban growth, while maintaining an acceptable level of service.

Objective 4.1.1: To continue to administer procedures that ensure that development orders and permits are specifically conditioned on the availability of the facilities and services necessary to serve the proposed development.

Policy 4.1.1.1: The following level of service standards should be adopted and used as the basis for determining the availability of facility capacity and the demand generated by a development:

Facility/Service Area	Level of Service Standard
Sanitary Sewer Facilities	Collection and treatment of 100 gallons per capita per day at secondary treatment level
Solid Waste Facilities	Collection and disposal of 6.5 pounds of solid waste per capita per day
Stormwater Quantity	Design storm frequency for a 3-year, 1-hour storm duration, as recorded in the FDOT Rainfall Intensity Curves, current edition
Potable Water Facilities	Provision of potable water at quality levels required by regulatory agencies and in quantities of 185 gallons per capita per day, inclusive of water for irrigation purposes and maintenance of water pressure at 40 psig residual, and 55 psig static
Parks	2.5 acres of neighborhood and/or community parks for every 1,000 persons.

Policy 4.1.1.2: All improvements for replacement, expansion or increase in capacity of facilities should be compatible with the adopted level of service standards for the facilities. This should be enforced through the Concurrency Management Ordinance.

- Policy 4.1.1.3: The City will continue to provide annual reviews of system demand and supply, and to update facility demand and capacity information based on issuance of development permits.
- Policy 4.1.1.4: Consistent with the urban growth policies of the Future Land Use Element of this plan, provision of centralized sanitary sewer and potable water service will be provided to the approved areas for these facilities and to areas where the Lake Worth Utilities Department has legal commitments to provide facilities and services.
- Policy 4.1.1.5: The City will coordinate through Palm Beach County and/or neighboring jurisdictions with all local governments within the City’s designated utility service areas to ensure that their comprehensive plans and development permit procedures are compatible with City policy. The means for this coordination shall include review of documents, formal and informal meetings and letters of objection/no objection to proposed policies, activities or annexations and through the IPARC (Intergovernmental Plan Amendment Review Committee) process for plan amendments and use of the Countywide Issues Forum.
- Policy 4.1.1.6: Since the City is approaching build out and is compact by design, new development is encouraged in the areas with redevelopment potential and served by existing facilities in order to maximize the use of existing facilities.
- Policy 4.1.1.7: ~~Consultation with water supplier is required prior to the issuance of building permit to ensure adequate water supply is available to serve new development by the date of issuance of a certificate of occupancy.~~ Prior to approving a building permit or its functional equivalent, the City shall consult with its Utility Department to determine whether adequate water supplies to serve new development will be in place and available no later than the anticipated date of the Certificate of Occupancy (CO) or its functional equivalent.
- Objective 4.1.2: To develop and maintain a five-year schedule of capital improvement needs, which includes those capital improvement projects identified in the Data and Analysis for public infrastructure facilities, to be updated annually in conformance with the review process set forth in the Capital Improvement Element of this plan.**

Policy 4.1.2.1: Proposed capital improvement projects will be evaluated and annually ranked according to criteria established by the City Commission.

Planning policy considerations are:

- a) The proposed project is required in order to protect the safety, health of the public, to fulfill the City’s legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities.
- b) The proposed project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, or provides service to developed areas lacking full service or promotes redevelopment.
- c) The proposed project represents a logical extension of facilities and services within a designated utility service area.
- d) The proposed facility is required in order to maintain the adopted level of service.

Policy 4.1.2.2: Where the facilities necessary to serve a development are not available the City may enter into a development agreement where the developer will provide for their construction.

Policy 4.1.2.3: The City may adopt and amend from time to time provisions for impact fees that will be utilized in the construction of necessary infrastructure design to maintain adopted minimum levels of service.

Stormwater Management Objectives and Policies

Objective 4.1.3: To provide effective stormwater management through the expansion, maintenance and improvement (where needed) of the existing drainage system.

Policy 4.1.3.1: The City will continue to regulate development to ensure adequate on-site containment of stormwater based on the three-year, one-hour design storm event. The City will be governed by Chapter 17–25, F.A.C., and the rules and regulations of the South Florida Water Management District All projects within the City shall meet the three-year, one-hour design storm.

Policy 4.1.3.2: An inspection and maintenance program will be developed and implemented to protect the current investment in stormwater infrastructure.

- Policy 4.1.3.3: Cooperation with the Florida DOT and Palm Beach County to combine stormwater systems in a cost-effective manner will continue.
- Policy 4.1.3.4: The City will restudy portions of the storm sewer system that may be likely to fail due to structural or capacity problems every ten years.
- Objective 4.1.4: The City shall protect and conserve wetlands and natural drainage features through preservation and other activities so that there will be no net loss of wetlands due to development or development-related activities.**
- Policy 4.1.4.1: Any nonresidential or residential use that applies for a building permit, site plan approval or subdivision review and involves alteration of or construction in, on or over jurisdictional wetlands shall obtain an Environmental Resource Permit (ERP) from the Florida Department of Environmental Protection/South Florida Water Management District, pursuant to requirements in Chapter 62-312.050, F.A.C., prior to City approval of the permit or development.
- Policy 4.1.4.2: Any nonresidential or residential use that applies for a building permit, site plan approval or subdivision review and involves alteration of or construction in, on or over freshwater wetlands not subject to the State ERP review process shall obtain a Wetlands Alteration Permit, pursuant to the requirements of the Palm Beach County Wetlands Protection Ordinance, prior to City approval of the permit or development.
- Policy 4.1.4.3: The City shall review projects within its jurisdiction which may impact wetlands and provide pertinent comments to protect wetlands during County and State permitting processes.
- Policy 4.1.4.4: There shall be no net loss of wetlands.
- Policy 4.1.4.5: Restoration, creation, enhancement or preservation may be permitted to compensate for wetland loss only where the proposed activity cannot be practically located in an alternative upland site.

Potable Water Supply Objectives and Policies

Objective 4.1.5: ~~To provide for short-term and long-term potable water needs through the establishment of new wells, as required, to serve the water supply service area through the planning period.~~
To plan for and assure an adequate supply of excellent quality potable water to meet the needs of all residents and non-residential establishments within the City of Lake Worth and within the City's service area during the 10 year Water Supply Plan planning horizon.

Policy 4.1.5.1: The City will continue to implement a short- and long-term schedule for establishment of new wells through the planning period as provided for in the "South Florida Water Management District's Consumptive Use Permit No. Re-Issue 50-00234-W" dated ~~January, 2006.~~October 29, 2012.

Policy 4.1.5.2: The City will continue to investigate potential sites in the service area for placement of additional production wells in order to ensure acquisition of adequate well sites to meet long term demands.

Policy 4.1.5.3: ~~South Florida Water Management District adopted the Lower East Coast (LEC) Regional Water Supply Plan in February, 2007. The City shall update this potable water sub-element to incorporate the alternative water supply projects selected by the City to meet the supply needs. The City will maintain a water supply facilities work plan that is coordinated with SFWMD's District Lower East Coast Regional Water Supply Plan.~~

Policy 4.1.5.4: ~~By December, 2008~~ March, 2015, the City shall coordinate with SFWMD and develop a 10-year work plan considering Lower East Coast (LEC) Regional Water Supply Plan. The City hereby adopts by reference the "City of Lake Worth 2014 10-Year Water Supply Plan", dated December 2014.(Water Supply Plan) ~~By December, 2008, t~~The City shall send a letter to SFWMD with identified which identifies projects for future water supply needs of the City. Projects must be selected from the LEC Regional Water Supply Plan or must be prior approved by SFWMD.

Policy 4.1.5.5 ~~The City shall within eighteen months of any amendment developed as an update to the Lower East Coast Water Supply Plan by the SFWMD prepare and adopt changes in its plan in order to incorporate the modifications. The City's Water Supply Plan will be consistent with the standards and regulations established by the~~

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SFWMD, FDEP, State and other jurisdictional agencies.

Policy 4.1.5.6 The City will coordinate with Palm Beach County, Lake Clarke Shores, and Lake Osborne Estates to ensure that the City's estimates and projections for potable water demand are incorporated into their estimates of demand.

Policy 4.1.5.7 Based upon the adopted level of service data and analysis in the City's *Water Supply Plan*, the City will review future demands to verify that there are no needs for future expansion of potable water facilities.

Policy 4.1.5.8: If new development would result in a significant increase in population beyond current projections, the City shall re-evaluate the potable water system capacity and ensure that the central water system can meet level of service standards prior to issuance of a development order.

Policy 4.1.5.9 The City shall continue to monitor groundwater supply conditions in conjunction with the SFWMD.

Policy 4.1.5.10 The City shall encourage and require, as needed, the interconnection and looping of existing and proposed segments of the potable water distribution system.

Policy 4.1.5.11 The City has determined the most cost-effective option for augmenting the potable water system with an alternative water source is through the use of the Floridan Aquifer water supply source and the construction of an RO Water Treatment. The City shall pursue cooperative efforts with SFWMD, Palm Beach County, and other local jurisdictions, in providing cost-effective alternative water supply solutions.

Policy 4.1.5.12 The City shall continue operation of the Reverse Osmosis Water Treatment Plant Project that will utilize the three existing Floridan wells, and implement a blended finish water supply of Reverse Osmosis treated water that also utilizes Lake Worth Lime Softened Surficial water. This allows the City to continue to meet ever more restrictive water standards while leaving the greatest flexibility with respect to water supply alternatives.

Objective 4.1.6: **To maximize the use of water facilities within the Lake Worth Water and Sewer Service Area, ~~to discourage urban sprawl~~ the City shall maintain a service area boundary for potable water and shall discourage leapfrog development and urban sprawl.**

Policy 4.1.6.1: The City's Utility Department will make its number one priority

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the maintenance and improvement of the existing water system through an aggressive program to replace old and /or undersized water mains.

Policy 4.1.6.2: The City will ~~aggressively~~ actively pursue the installation of new water systems to serve the County residents within its service area.

Policy 4.1.6.3: The City may provide or receive wholesale potable water service to or from other cities and Palm Beach County by written agreement.

Policy 4.1.6.4: The City shall be the provider of potable water to residents and nonresidential establishments within the City's water service area boundary except as otherwise established by written agreement.

Policy 4.1.6.5: The City shall discourage urban sprawl by maintaining a Service Area boundary, such that:

- All new developments within the City's Service Area shall connect to the City's existing centralized water supply/treatment facilities, except as otherwise established by written agreement.
- The City shall only provide service to those areas included in the City's delineated Service Area, except as otherwise established by written agreement.
- The City shall require new home construction to connect to City water service if available.
- Reconnection to private well service in lieu of City potable water is not an option once connected to City service.

Objective 4.1.7: To conserve potable water.

Policy 4.1.7.1: ~~The City will continue to enforce its LDRs, which encourage implementation of xeriscape practices.~~
The City shall adopt a Policy which requires the use of water-efficient landscaping in all new development and redevelopment, and require functioning rain-sensor devices on all automatic irrigation systems on new systems.

Policy 4.1.7.2: ~~The City will require all new construction and renovation to utilize water conserving plumbing fixtures~~ The City will promote water conservation through the enforcement of the adopted Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations, and will comply with the appropriate water management district water use restrictions.

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- Policy 4.1.7.3: The City will provide information to prospective developers on xeriscape or water-conserving landscaping principles, including the use of highly drought-resistant plant materials, limiting the areas of turf cover to areas where functional benefits are provided, efficient irrigation systems, and the use of soil improvements and mulches to improve water holding capacity.
- Policy 4.1.7.4 The City shall maximize the efficiency of public water distribution system by decreasing the unaccounted for water (UAW) and demonstrate steady progress towards meeting a 10% UAW as soon as practicable. This shall be monitored by conducting system water audits of the distribution system on an annual basis, and a comprehensive audit every 5 years to provide an effective means of identifying and reducing water and revenue losses and making better use of water resources. The City shall also develop and maintain an accurate model of the water distribution system to accurately estimate customer water usage so that it may be compared with measured consumption to determine where unaccounted losses may be occurring.
- Policy 4.1.7.5 The City shall maintain a leak detection protection program, in accordance with AWWA Manual M-36, in order to discover and eliminate wasteful losses of potable water from the City's distribution system. Detecting and fixing leaks can provide one of the largest returns on investment, especially in older systems.
- Policy 4.1.7.46: The City will continue to coordinate and cooperate with the South Florida Water Management District The City will continue to cooperate with the South Florida Water Management District (SFWMD) in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.
- Policy 4.1.7.7: The City shall coordinate local water conservation education efforts with the SFWMD and the Palm Beach County School Board.
- Policy 4.1.7.8 The City shall adhere to SFWMD emergency water shortage restrictions when mandated by the District.
- Policy 4.1.7.9 The City shall inform residents and businesses of, and shall encourage their participation in, the County's water conservation programs. These information and educational programs shall include the following types of efforts:
- a. Establish conservation information kiosks to provide literature at City facilities. Make multilingual materials available as needed.

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- b. Create information banner signs to be attached to City facilities and park fences promoting water conservation.
- c. Create informational links and tools to be placed on the City's website, promoting water conservation.
- d. Pursuing funding through SFWMD Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
- e. Inviting speakers for forums or workshops at City Hall.

Policy 4.1.7.10 The City shall promptly repair leaks found within the water distribution system as expeditiously as possible. Leaks causing property damage or affecting public safety should be fixed immediately.

Objective 4.1.8: Ensure City potable water quality meets or exceeds Federal Water Quality Standards.

Policy 4.1.8.1: The City will continue to maintain and upgrade the existing water treatment plant to provide a safe, high quality potable water supply for its customers. The impact of new federal water quality standards will be evaluated to determine necessary changes in plant process or operation.

Objective 4.1.8.1 Central System. Based upon adopted level of service standards, analysis in the City's Water Supply Plan, and the SFWMD's District Lower East Coast Water Supply Plan the City shall determine timing for upgrading the Central System (Supply and Treatment System) based on the following evaluation criteria:

Policy 4.1.8.1.1: The City's level of service for potable water supply shall be a minimum of 105 GPCD (gallons per capita per day).

Policy 4.1.8.1.2 Total capacity shall equal or exceed the Maximum Day Demand (MDD), including design fire flow demand. *Maximum Day Demand (MDD) = Total Water Consumed, divided by 365 days, x Maximum Day Peak Factor (1.5).*

Policy 4.1.8.1.3: With the largest well out of service, water supply capacity shall equal or exceed the Average Daily Demand (ADD). *Average Daily Demand (ADD) is the total water consumed during a calendar year divided by 365 days.*

Policy 4.1.8.1.4: The capacity of the water treatment system shall be equal to or greater than the Maximum Day Demand (MDD).

Policy 4.1.8.1.5 When evaluating system pump capacity, the City shall use a peak

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factor of 1.1 GPM per equivalent residential connection (ERC) in the calculation of the system's ability to meet the level of service standard.

Policy 4.1.8.1.6: Assuming that the largest well is out of service, the water supply capacity shall be rated at the average daily demand.

Policy 4.1.8.1.7 The City shall require that any new Surficial Aquifer wells be constructed to produce capacities of between 600 and 800 gallons per minute, and any new Floridan Aquifer wells be constructed to produce capacities of 1,500 gallons per minute.

Policy 4.1.8.1.8 The total storage tank capacity, including all storage facilities city-wide, should be at least one-half (1/2) of the average daily consumption volume.

Policy 4.1.8.1.9: The water distribution system shall provide peak flow storage for the difference between peak flow and well flow for the duration of the fire flow, with a buffer of 10%. Fire flow is the flow of water required to fight a major fire.

Policy 4.1.8.1.10: The high service pump capacity shall at least be equal to the maximum daily peak factor demand, assuming that the largest high service pump is out of service.

Policy 4.1.8.1.11: The water distribution system shall be capable of delivering the peak hour flow (without fire demand) with a minimum residual pressure of thirty (30) pounds per square inch (psi).

Policy 4.1.8.1.12: The maximum velocity through any pipe shall be 8 feet per second.

Policy 4.1.8.1.13: The auxiliary power should meet the Florida Department of Environmental Protection (FDEP) criteria of providing ½ the maximum daily flow.

Objective 4.1.8.2: Operations & Maintenance. The City will annually adopt programs and activities to maintain the central system.

Policy 4.1.8.2.1: The City will maintain its potable water treatment facilities in optimum condition by the implementation of a preventive maintenance program.

Policy 4.1.8.2.2: The City will review water fee methodology and user rates annually during the budget process to ensure adequate funding for treatment, storage and distribution facilities.

Policy 4.1.8.2.3: The City will develop a system to review individual customer water meters to ensure proper readings of those meters.

Policy 4.1.8.2.4: The City will institute a replacement or “change out” schedule for meters in the field to ensure replacement when accuracies exceed the industry tolerance range.

Policy 4.1.8.2.5: All improvements and/or additions to potable water facilities to correct deficiencies shall be adequate to meet the adopted level of service standards, based upon data and analysis in the City’s *Water Supply Plan* and the SFWMD’s District *Lower East Coast Water Supply Plan*.

Policy 4.1.8.2.6 Improvements and/or additions to potable water facilities shall comply, at a minimum, with standards recognized and approved by the Florida Department of Environmental protection, specifically including the American Society of Civil Engineers and the American Water Works Association.

Objective 4.1.8.3: **New Well Development. The City shall evaluate water supply sources and quality considerations when developing new wells, as well as repairing or improving the existing central potable water system.**

Policy 4.1.8.3.1: The City shall maintain a five hundred (500) foot minimum spacing between wells, where practicable.

Policy 4.1.8.3.2: The City shall consider surrounding land uses when making the final selection of any well site.

Policy 4.1.8.3.3: The City shall consider well placement be a 100-foot minimum setback from sewer lines, where practicable.

Policy 4.1.8.3.4: The City shall require a 200-foot minimum setback for well placement from septic tanks.

Policy 4.1.8.3.5: The City shall conduct an investigation by a geo-hydrologist to estimate the recommended well size and depth, pumping capacity, casing length, projected aquifer drawdown, and any other site specific considerations to be utilized in the final design of new wells.

Policy 4.1.8.3.6: The City shall conduct a detailed analysis of potential well contamination sources, as necessary.

Objective 4.1.8.4: **Fire Protection. Provide adequate delivery and distribution of potable water to meet fire protection demand within the City of Lake Worth and the City’s service area.**

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Policy 4.1.8.4.1: The City shall monitor, evaluate, repair and replace the existing water delivery and distribution system to ensure the system can deliver the needed gallon per minute flows to meet fire protection demands.

Policy 4.1.8.4.2: The City shall maintain an active water system and fire hydrant mapping and numbering program.

Policy 4.1.8.4.3: The City shall extend water distribution mains to areas within the City's service area and provide adequate fire protection service to residents and non-residential establishments located within the service area provided the residents/developers participate in the costs.

Policy 4.1.8.4.4: Fire flow levels of service shall meet PBC Fire Department Standard Requirements and be based upon delivery pressures of twenty (20) psi residual and minimum fire flows of 1,000 GPM for residential and 1,500 GPM for non-residential and multi-family developments.

Sanitary Sewer Objectives and Policies

Objective 4.1.9: To provide for effective sanitary sewer service through continued maintenance of local system components, timely purchase of additional regional plant capacity, and continued cooperation in delivery of subregional service.

Policy 4.1.9.1: The City will continue its joint efforts with Palm Beach County and the regional plant to develop sufficient plant capacity to serve the Lake Worth service area.

Policy 4.1.9.2: The City will develop a short- and long-term schedule for purchase of additional regional plant capacity through the planning period. The schedule will be periodically updated to reflect the most recent needs assessments.

Policy 4.1.9.3: The City will continue to require all future developments and all developments for which development orders have been issued but where work has not begun, to meet the level of service standard adopted herein for sewage facilities.

Policy 4.1.9.4: The City will continue to coordinate facility needs and capacity with future needs and the development pattern.

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Policy 4.1.9.5: The City will aggressively pursue to minimize groundwater infiltration and direct storm water inflow into the sanitary sewer system through a program to identify and correct problem areas within the local sewer collection system.

Solid Waste Management Objectives and Policies

Objective 4.1.10: To provide for effective solid waste management through maintenance of local service components and timely purchase of additional regional plant capacity as required to serve the City through the planning period.

Policy 4.1.10.1: The City will continue to implement plans for effective and appropriate re-use of the existing City landfill site.

Policy 4.1.10.2: The City will continue to coordinate with the Palm Beach County Solid Waste Management Plan to ensure adequate regional landfill capacity for future disposal of oversized or special waste materials.

Policy 4.1.10.3: The City will coordinate with the Palm Beach County Solid Waste Authority's (SWA) STOP program to provide hazardous waste collection points accessible to the City.

Objective 4.1.11: To encourage recycling within the City.

Policy 4.1.11.1: The City will continue to coordinate with the Solid Waste Authority in the operation of its recycling program.

Policy 4.1.11.2: The City will continue citywide efforts under the leadership and direction of the SWA.

Policy 4.1.11.3: The City will make available information and brochures on the recycling program.

Policy 4.1.11.4: The City will inform residents about the recycling program such as posting information at conspicuous locations such as the City website, electronic sign boards, and mailers in water and electric bills.

Natural Groundwater Recharge Objectives and Policies

Objective 4.1.12: To provide for protection of natural groundwater aquifer recharge areas through land use regulation, monitoring of existing water wells, and appropriate siting of new water wells during the planning period.

Policy 4.1.12.1: The City will continue to investigate the potential adverse effects of existing public land uses on groundwater sources in the existing

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eastern wellfield. If necessary, the City will undertake special studies to determine the need for and feasibility of relocating any public land uses from the vicinity of the eastern wellfield.

- Policy 4.1.12.2: The City will continue to monitor and regulate development and redevelopment in zones of influence surrounding water wellfields in order to prevent contamination of groundwater sources from commercial or industrial land uses.
- Policy 4.1.12.3: Siting of new wells and wellfields will be conducted in conformance with the Palm Beach County Wellfield Protection Ordinance.
- Policy 4.1.12.4: Any nonresidential use or residential use greater than 25 units that applies for a site plan, building permit or occupational license in a wellfield protection zone of influence and intends to handle, store or produce a regulated substance shall obtain an operating permit or exemption certificate from the County Department of Environmental Resources Management prior to City approval of the development, permit or license.

V. COASTAL MANAGEMENT ELEMENT

Goal 5.1: To plan for and, where appropriate, restrict development which would damage or destroy the natural or historic resources of the coastal area.

Objective 5.1.1: To protect, conserve or enhance the remaining wetlands of the coastal area.

Policy 5.1.1.1: The City will comply with permitting and enforcement powers of the U.S. Army Corps of Engineers, SFWMD, Palm Beach County and other appropriate agencies to protect the remaining marine, estuarine and riverine wetlands of the coastal area from dredge and fill activities associated with development through standards that meet or exceed existing federal, state and county regulation of these activities.

Policy 5.1.1.2: The City will comply with permitting and enforcement powers of the U.S. Army Corps of Engineers, SFWMD, Palm Beach County and other appropriate agencies to require that future disruptions or degradations of wetlands be accompanied by mitigation measures to ensure no net loss in wetland acreage.

Policy 5.1.1.3: The City will comply with permitting and enforcement powers of the U.S. Army Corps of Engineers, SFWMD, Palm Beach County and other appropriate agencies to protect, conserve, and enhance coastal wetlands, living marine resources, coastal barriers and wildlife habitats.

Policy 5.1.1.4: The City will ensure that any new regulation to protect water resources is consistent with SFWMD's environmental resource permitting and consumptive permitting use permitting rules.

Objective 5.1.2: To protect, conserve and enhance living marine resources and wildlife habitats of the coastal area.

Policy 5.1.2.1: Beach nourishment and/or renourishment projects will ensure, through environmental impact studies, that utilization of selected offshore sand sources and operations for transfer or placement of beach fill material will not damage or destroy offshore and near shore reef marine habitats.

Policy 5.1.2.2: Improvement to the Lake Worth Municipal Beach and Casino Complex will be implemented in a manner that does not further damage or destroy coastal resources and beach wildlife habitats.

Policy 5.1.2.3: The City will limit beach nourishment and/or renourishment in a manner which protects sea turtle nesting areas by limiting construction in such areas to the winter and spring seasons, or by collecting, incubating and hatching the eggs, and releasing the hatchlings.

Policy 5.1.2.4: The City will continue to enforce LDRs which regulate beach activities, including recreation, beach cleaning and lighting of beach structures in a manner that protects sea turtle nesting areas from disturbance.

Objective 5.1.3: To protect, conserve or enhance estuarine habitats.

Policy 5.1.3.1: Estuarine fauna, including the manatee, shall be protected from damage or destruction by establishment of boating speed limits in any designated manatee sanctuaries, waters four feet deep or less, and in waters containing seagrass beds.

Policy 5.1.3.2: The City's will continue to enforce LDRs which restrict the use of pesticides and fertilizers that could contaminate the waters of the lagoon and adversely impact estuarine habitats.

Policy 5.1.3.3: The City will cooperate with existing and future resource protection plans, such as resource planning and management plans, aquatic preserve management plans, and estuarine sanctuary plans developed for the Lake Worth lagoon.

Policy 5.1.3.4: The City will continue to implement management practices which reduce discharge of pollutants into the Lake Worth lagoon and into Lake Osborne. Such practices shall guide city operations and shall include at a minimum 1) the regular cleaning of all streets which contribute their storm water to the City's system, 2) regular catch basin cleaning to prevent debris from being swept into the lakes, 3) utilize environmentally safe pesticides and fertilizers on the golf course and on City parks and open spaces.

Objective 5.1.4: To maintain or improve estuarine environmental quality.

Policy 5.1.4.1: The water quality of the Lake Worth Lagoon shall be maintained in its current designation as "Good", through cooperation between the City of Lake Worth and other municipalities and local governments having jurisdiction over the lagoon and its shores.

Policy 5.1.4.2: The City shall continue to enforce LDRs which prohibit new point sources of pollution from discharging directly into the Lake Worth

lagoon or Lake Osborne or from discharging into canals leading to the lagoon or lake.

- Policy 5.1.4.3: The City of Lake Worth will cooperate with other agencies' efforts to reduce siltation deposits in the West Palm Beach (C-51) Canal.
- Policy 5.1.4.4: The City shall prohibit dredging at the mouth of the canal unless adequate safeguards are provided to prevent release of sediment contaminants. Contaminated dredge material should be disposed of at safe upland sites.
- Policy 5.1.4.5: The City's will continue to enforce LDRs which restrict the use of pesticides and fertilizers that pollute water in the coastal area and in areas of the City east of "A" Street that naturally drain into the lagoon.
- Policy 5.1.4.6: Future development on any unfortified areas of the Lake Worth shoreline that lack wetland vegetation will be planted with native vegetation in order to stabilize the shoreline, limit stormwater runoff and soil erosion, and trap sediments and other nonpoint source pollutants where feasible and appropriate. Hardening of the shoreline, in the event plantings fail to achieve the purpose, will be by sloping structures of rip-rap or pervious materials combined with vegetation instead of bulkheads or seawalls.
- Policy 5.1.4.7: Development in the coastal area will be designed to accommodate stormwater on-site in accordance with Chapter 17-25, F.A.C.
- Policy 5.1.4.8: The City's Master Drainage Plan will be implemented through the City's LDRs and updated as improvements are made in the system.
- Policy 5.1.4.9: The City will continue to enforce LDRs which prohibit dumping of debris of any kind into stormwater control structures in order to reduce nonpoint source pollutant loadings, and improve the City's drainage system.
- Policy 5.1.4.10: Marinas and other multi-slip docking facilities will utilize docks extending out to water no less than four feet deep at mean low tide; dredging for such facilities will be restricted to limited channels for launching boats.
- Policy 5.1.4.11: The City's Comprehensive Plan, should prohibit structures that impede circulation patterns in the lagoon unless permitted by federal, state or county agencies.

Objective 5.1.5: To protect the natural functions of the coastal barrier and protect and enhance the ocean beaches and dunes.

Policy 5.1.5.1: Improvements to the Lake Worth Municipal Beach and Casino Complex will be implemented in a manner that protects the natural functions of the coastal barrier, including nourished or renourished beaches, dunes, or berms.

Policy 5.1.5.2: Improvements to the Municipal Beach and Casino Complex will be implemented so as to preserve any existing dune vegetation.

Policy 5.1.5.3: The City will continue to enforce LDRS which prohibit removal of natural existing dune vegetation.

Policy 5.1.5.4: The City will continue to prohibit vehicular traffic on the beach and in primary dunes.

Policy 5.1.5.5: The City will continue to ensure that no alteration should be made to the existing ocean pier that would disrupt the natural littoral drift of sand along the shore.

Policy 5.1.5.6: The City shall prohibit erection of artificial coastal or shore protection structures such as groins or jetties that would disrupt the natural littoral drift of sand along the shore.

Policy 5.1.5.7: The City will continue to coordinate with permitting agencies regarding construction, including erection of new sea walls, east of the Palm Beach County Coastal Construction Control Line. Replacement of damaged sea walls east of the setback line shall be undertaken only to advance a recognized public purpose.

Objective 5.1.6: To provide for the protection, preservation or sensitive reuse of historic resources in the coastal area.

Policy 5.1.6.1: The City will continue to support protection, preservation or sensitive reuse of designated historic sites listed on the National Register or Florida Site File.

Policy 5.1.6.2: The redevelopment of the designated redevelopment area will be planned and undertaken so as to protect, preserve or sensitively reuse any designated historic site within its boundaries. Redevelopment should proceed in accordance with adopted regulations for historic preservation.

Policy 5.1.6.3: The City will continue to pursue designation of identified sites or districts of historic, cultural or archaeological significance in the coastal area that may be eligible for listing on the National Register or Florida Site File.

Policy 5.1.6.4: The City will continue to pursue designation of sites or districts in the coastal area that may be eligible for local designation as significant contributors to the aesthetic or architectural character of the community.

Policy 5.1.6.5: The City will continue to enforce regulations to provide as far as possible, for preservation, mitigation or excavation of known archaeological resources in the coastal area listed on the National Register or Florida Site File when threatened by development.

Policy 5.1.6.6: The City will continue to enforce regulations to provide as far as possible for preservation intact, mitigation or excavation of archaeological resources in the coastal area discovered during ground-disturbing activities undertaken by private or public entities.

Policy 5.1.6.7: The City will support variances from site development regulations in order to accommodate the preservation of historic or archaeological sites within proposed developments in the coastal area. Such sites may be incorporated into required setbacks, buffers or open spaces.

Policy 5.1.6.8: The City may accept donations of historic or archaeological sites in the coastal area.

Goal 5.2: To provide adequate physical public access facilities to the beaches and shores of the coastal area.

Objective 5.2.1: To provide criteria or standards for prioritizing shoreline uses, giving priority to water-dependent public access facilities.

Policy 5.2.1.1: Priority should be given for development of water-dependent and water-related land uses in accordance with the following ranking:

1. Public use marinas;
2. Other water-oriented recreation; and
3. High density residential with marinas or other water-oriented recreation uses.

In order to encourage the preferred uses, land development regulations shall permit public use marinas. Such marinas may be exempted from Policy ~~5.1.4.6~~ ~~05-01-04-06~~. In any case, stormwater must be retained on-site and treated prior to discharge, and vertical seawalls and bulkheads should be limited to the minimum necessary to conduct the water-dependent function.

Policy 5.2.1.2: Water-related uses will be built on uplands and dredging of open waters or wetlands will be discouraged.

Policy 5.2.1.3: New marinas and multi-slip docking facilities should conform to the following performance and development standards in addition to those required by the Department of Environmental Protection and other State and Federal regulatory agencies. The City's land development regulations shall be amended to codify the following policies into ordinance:

1. Public use marinas are permitted only in areas designated on the Future Land Use Map and zoned for public use.
2. Marinas and multi-slip docking facilities will provide vehicular parking and sewage pumpout facilities.
3. All parking and non-water-dependent facilities shall be built on upland areas.
4. Marinas and multi-slip docking facilities shall provide hurricane evacuation plans indicating measures to be taken to minimize damage to marina sites, adjacent properties, and the environment.
5. Use of dry storage is prohibited to minimize adverse aesthetic impacts on upland land uses.
6. Fueling facilities for marinas shall be designed to contain spills from on-land equipment and spills in the water.
7. Marina operators are required to provide information programs on the habits of manatees and information on programs to protect manatees.
8. Idle speed only shall be allowed in the vicinity of marinas to further protect the manatee and to provide for boating safety.

9. An environmental impact analysis shall be conducted to determine the potential impacts of the marina on natural conditions, including but not limited to 1) sea grass beds, 2) manatee habitats, 3) tidal flushing and 4) pollution from upland activities such as parking lots.

Objective 5.2.2: To maintain the amount of physical public access to beaches and shores consistent with estimated public need.

Policy 5.2.2.1: Existing facilities for public access to beaches and shores shall be maintained or replaced by new development so as to ensure no net loss.

Policy 5.2.2.2: The City will continue to enforce LDRs which ensure that existing public access to beaches be maintained by new development or redevelopment.

Policy 5.2.2.3: It is the policy of the City to accept donations of shoreline properties suitable for use as public access facilities.

Policy 5.2.2.4: The only beach access point in the City is public land. It is the City's policy to maintain that access.

Objective 5.2.3: To establish level of service standards and phasing of infrastructure improvements in the coastal area.

Policy 5.2.3.1: The level of service standards adopted elsewhere in this Comprehensive Plan for facilities in the coastal area shall be applied to all applications for development approval within the coastal area.

Policy 5.2.3.2: Developments in the coastal area that will impact existing facilities by reducing the level of service below adopted levels and which are to be constructed prior to the availability of scheduled improvements, shall pay for such impacts or provide their own facilities constructed to City specifications. Infrastructure shall be available at the time of impact of development.

Policy 5.2.3.3: New or improved roads in the coastal area shall include appropriate design features, such as turn lanes, parking lanes or other paved areas, that may be used to increase the number of moving lanes for hurricane evacuation.

Policy 5.2.3.4: Beach nourishment and/or renourishment projects shall meet the following level of service standards:

1. Beach fill material shall include a protective berm at least ten feet high, in order to prevent flooding during a ten-year storm event; and
2. Beach nourishment or renourishment projects shall have a design life of at least five years.
3. Sand used for the purpose of renourishment shall be of the same granular size, composition and color as existing beach.

Policy 5.2.3.5: The City will enforce the Coastal Construction Line to ensure that beachfront development or redevelopment not reduce the level of service provided by a renourished beach.

Policy 5.2.3.6: The City recognizes that the beach renourishment process is a multi-jurisdictional issue. At such time that an agency is created to address this issue the City shall cooperate. The City should consider appropriate means of funding, such as user fees, should beach renourishment be necessary.

Goal 5.3: To protect human life and limit public expenditures subsidizing private development in areas subject to destruction by natural disaster.

Objective 5.3.1: To maintain or reduce hurricane evacuation times.

Policy 5.3.1.1: Deficiencies in the city’s local hurricane evacuation plan will be identified and remedied.

Policy 5.3.1.2: In order to avoid unnecessary evacuation of populations not at risk and thus causing traffic congestion and crowding of shelters, the City shall cooperate with public information efforts of Palm Beach County to undertake, prior to hurricane season, notification of the public of the need to evacuate at various threat levels.

Policy 5.3.1.3: New or replacement bridges spanning the Intracoastal Waterway should not be draw bridges.

Policy 5.3.1.4: The City will coordinate with Palm Beach County Emergency Management personnel to ensure that required traffic control points along the city’s evacuation routes are properly manned during evacuation.

Policy 5.3.1.5: The City recognizes the problem of flooding at the west ramp of the Lake Worth bridge during hurricane storm events and the area has been appropriately marked. The FDOT has been informed of the problem and it is their responsibility to ensure that all future improvements to roadways along evacuation routes include remedies for any existing flooding problems.

Policy 5.3.1.6: The City will continue to cooperate with the Palm Beach County evacuation plan. Specific procedures for integration into the county and regional evacuation plans should be adopted.

Objective 5.3.2: To direct population concentrations away from known or predicted coastal high hazard areas.

Policy 5.3.2.1: The coastal high hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy 5.3.2.2: The coastal high hazard area shall be designated on the Future Land Use Map and be predominantly zoned for use as public recreation and open space.

Objective 5.3.3: To limit public expenditures that subsidize development permitted in coastal high hazard areas, except for restoration or enhancement of natural resources.

Policy 5.3.3.1: City-funded public facilities shall not be built in the coastal high hazard area, except for purposes of public access, enhancement of water-related activities, or resource restoration.

Policy 5.3.3.2: The Palm Beach County Comprehensive Emergency Management Plan and the Post-Disaster Redevelopment Plan shall be reviewed in order to prepare revisions to land development regulations, practices and policies to reduce exposure to natural hazards.

Policy 5.3.3.3: The City's LDRs will be reviewed and modified as necessary to provide general hazard mitigation.

Objective 5.3.4: To prepare post-disaster redevelopment plans that will reduce or eliminate the exposure of human life and public and private property to natural hazards.

Policy 5.3.4.1: The City will provide immediate response to post-hurricane situations.

Policy 5.3.4.2: The City's emergency operations plan will continue to outline specific steps to be taken to institute post-disaster recovery operations.

Policy 5.3.4.3: After a hurricane, but prior to reentry of evacuees into any damaged areas, the City Commission will meet to hear reports of damage and appoint a Recovery Task Force to conduct post-disaster recovery operations, including the following:

1. Review of emergency building permits;
2. Coordination with higher government officials to prepare disaster assistance applications; and
3. To coordinate local activities with the countywide Post-Disaster Redevelopment Plan and recommend to the City Commission on hazard mitigation options, including relocation or reconstruction in place of damaged public facilities.
4. Redevelopment activities will be conducted consistent with the Comprehensive Plan (including the Future Land Use Element) and the LDR's. If structures sustain damage greater than 50% of value, reconstruction shall comply with state and federal regulations relating to base flood elevations.

Policy 5.3.4.4: Structures suffering damage in excess of 50 percent of their appraised value shall be rebuilt or repaired in accordance with Florida Building Codes.

Policy 5.3.4.5: The City shall strive to maintain an undesignated fund balance equal to 10% of the general fund budget which can be used as an emergency contingency fund to cover requirements for local government matching funds for disaster assistance grants.

Policy 5.3.4.6: Post disaster redevelopment shall conform to all of the recent increases in construction standards and required in the Florida Building Code.

Goal 5.4: To coordinate and cooperate with other local governments in coastal resource protection and

management efforts.

Objective 5.4.1: **To continue to participate in the Beaches and Shores Council, a formal intergovernmental coordination mechanism for area wide conservation of coastal resources.**

Policy 5.4.1.1: The City will continue to support joint coastal management programs with adjacent municipalities and with Palm Beach County in the areas of beach renourishment and public access, hurricane evacuation, infrastructure improvements, and stormwater and wastewater management.

Policy 5.4.1.2: The City will review the comprehensive plans of adjacent municipalities and Palm Beach County to determine whether or not coastal resources are being managed in a consistent manner.

Policy 5.4.1.3: The City will cooperate with other governments and agencies to protect estuaries. The City will cooperate with the Department of Environmental Protection and other State and Federal agencies

VI. CONSERVATION ELEMENT

Goal 6.1: To conserve, protect, and appropriately manage the natural resources of the City of Lake Worth to ensure the highest environmental quality possible.

Objective 6.1.1: To continue to support programs which enable local air quality to continue to meet or exceed minimum standards established by the Florida Department of Environmental Protection (DEP.)

Policy 6.1.1.1: The City will continue to cooperate in local air quality monitoring efforts via the Palm Beach County Public Health Unit.

Policy 6.1.1.2: The City will allow industrial land uses to be permitted only when they utilize adequate emission controls to minimize the impact on current air quality standards. The City will rely on DEP to enforce these regulations.

Policy 6.1.1.3: The City will continue to enforce LDRs which mitigate air quality problems by: eliminating open burning; encouraging mixed uses within the CRA to limit the number of vehicle trips; making provisions for planting broad canopy trees; and encouraging mass transit.

Policy 6.1.1.4: The City shall provide density, height and development incentives for buildings and developments that are LEED certified as per US Green Building Council and/or Florida Green Building Coalition.

Policy 6.1.1.5 The City shall continue to promote a non-gasoline powered demonstration program that utilizes “alternative fuels” to operate fleet vehicles. Maintaining acceptable levels of air quality preserving natural resources, saving money through lower fuel costs and less maintenance, and reducing reliance on foreign oil imports are the main objectives of the program. The City’s participation will involve performing vehicle conversions, assisting in the establishment of a refueling station, vehicle maintenance record keeping “technology transfer” with either interested public or private fleet operators. Participation will be contingent on the availability of a dedicated funding source approved by the City Commission. The City’s Public Services Department will be primarily responsible for this program.

Policy 6.1.1.6 The City shall continue to enforce the land development regulations

that require a minimum of 50 (50) percent of all required trees to be native vegetation and twenty-five (25) percent of all other required plants to be native vegetation species to satisfy landscaping requirements as a condition of development or permit approval.

Objective 6.1.2: To continue to support programs which enable local water quality to meet or exceed the minimum standards for surface waters established by the Florida Department of Environmental Protection.

Policy 6.1.2.1: The City will cooperate with the efforts of the Florida Department of Environmental Protection to monitor the quality of surface waters and the elimination of hazardous wastes.

Policy 6.1.2.2: The City will regularly sweep streets to remove debris to minimize the effect of storm water runoff.

Policy 6.1.2.3: The City will continue to enforce local ordinances that prohibit the use of pesticides and fertilizers which pollute water in any of its municipal parks located adjacent to water ways.

Policy 6.1.2.4: The City will continue to ensure that the natural functions of existing rivers, bays, lakes, floodplains, wetlands (including estuaries), freshwater beaches and shores, and marine habitats are protected and conserved from incompatible development.

Objective 6.1.3: To continue to meet or exceed the minimum quality of groundwater resources established by the Florida Department of Environmental Protection.

Policy 6.1.3.1: The City will continue to cooperate with the Florida Department of Environmental Protection in its efforts to monitor groundwater quality and levels.

Policy 6.1.3.2: The City will adopt incentives to encourage the provision of open space areas within future developed areas.

Policy 6.1.3.3: The City will cooperate with the efforts of the Florida Departments of Environmental Protection to monitor hazardous wastes.

Policy 6.1.3.4: The City will coordinate with Palm Beach County in the development and implementation of an emergency response plan to handle accidents involving hazardous wastes.

- Policy 6.1.3.5: The City shall require the collection and safe disposal of hazardous wastes.
- Policy 6.1.3.6: The City will be aware of, and be prepared to implement, emergency water conservation measures in accordance with South Florida Water Management District plans, should the need arise.
- Policy 6.1.3.7: ~~The City will study water usage and recommendations for reduction of use for irrigation purposes and enforce the SFWMD Model Water Conservation Ordinance.~~ The City shall adopt an ordinance which requires the use of water-efficient landscaping in all new development and redevelopment, and require functioning rain-sensor devices on all automatic irrigation systems on new systems.
- Policy 6.1.3.8: ~~The City will require as a condition of any building permit that the irrigation plan be reviewed for the conservation of water.~~ The City will continue to cooperate with the South Florida Water Management District (SFWMD) in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.
- Policy 6.1.3.9: ~~The City will require all new construction and renovation to utilize water conserving plumbing fixtures.~~ The City will promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations, and will comply with the appropriate water management district water use restrictions.
- Policy 6.1.3.10: The City will provide information to prospective developers on ~~xeriscape or~~ water-conserving landscaping principles, including the use of highly drought-resistant plant materials, limiting the areas of turf cover to areas where functional benefits are provided, efficient irrigation systems, and the use of soil improvements and mulches to improve water holding capacity. ~~A copy of the SFWMD Model Xeriscape Landscape Code will be maintained on file at City Hall for this purpose.~~
- Policy 6.1.3.11: The City will coordinate and cooperate with the South Florida Water Management District and shall consider regional water supply plan to develop a 10-year work plan to build the identified water supply facilities, by ~~December, 2008~~ March 2015.
- Policy 6.1.3.12: ~~The City will encourage on site water retention as a means of~~

ConservationElement

Goals, Objectives, and Policies

replenishing the aquifer. The City shall coordinate local water conservation education efforts with the SFWMD and the Palm Beach County School Board.

Policy 6.1.3.13: The City shall adhere to SFWMD emergency water shortage restrictions when mandated by the District.

Policy 6.1.3.14: The City shall inform residents and businesses of, and shall encourage their participation in, the County's water conservation programs. These informational and educational programs shall include the following types of efforts:

- a. Brochures and signage to be made available at City Hall;
- b. Pursuing funding through SFWMD Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
- c. Inviting speakers for forums or workshops at City Hall.

Objective 6.1.4: To protect all ecological communities and wildlife in the City.

Policy 6.1.4.1: The City will coordinate with adjacent governments to protect identified ecological communities and wildlife.

Policy 6.1.4.2: The City will assist in the application of, and compliance with, all state and federal regulations which pertain to endangered and threatened species. The City Police Department and/or the Palm Beach County Sheriff's Office will endeavor to enforce all State and Federal regulations which it knows to be violated within the City.

Policy 6.1.4.3: The City will continue to delegate permitting authority and enforcement for wetlands, sensitive lands and coastal protection to Palm Beach County, to be administered through the County's Department of Environmental Resources Management. Adjacent upland uses will not be permitted to degrade wetlands.

Policy 6.1.4.4: The City will continue to enforce efforts to remove all exotic pest species such as [Casuarina Equisetifolia (Australian Pine); Casuarina Cunninghamiana (Australian Pine); Schinus Terebinthifolius (Brazilian Pepper); and Melaleuca leucadendra (Melaleuca)]. It is the City's policy to enforce this policy over the planning period.

Objective 6.1.5 The City shall establish policies that will reduce the carbon footprint.

Policy 6.1.5.1

The City shall establish a Climate Control Board that will be tasked to identify specific policies and strategies to guide energy efficiency accounting for existing and future electric power generation and transmission systems and that reduce greenhouse gas emissions with the following goals for Public Facilities:

Electrical Usage Reduction:

1. Benchmark electrical usage to reduce global warming pollution as established by the Kyoto protocol.
2. Change out incandescent light bulbs for compact fluorescent light bulbs in City facilities.
3. Evaluate temperature setting in City buildings and implement the changeover to programmable thermostats.
4. Install occupancy sensors/timers and motion detectors at appropriate locations in City buildings.
5. Inventory the age, size and efficiency of existing air conditioning units in City facilities. When replacement is necessary, opt for an Energy start rated unit.
6. Install solar film on windows of City buildings and attic insulation to reduce A/C energy.

Fuel Usage Reduction:

1. Benchmark City fuel usage in order to assist in meeting the goal of City Resolution.
2. Implement fuel conservation through an anti-idling policy for City vehicles and the purchase of hybrid and alternative energy vehicles.
3. Implement the use of biodiesel and other alternative fuel options within the City.

Conservation of Resources:

1. Landscaping and planting of trees to offset CO2 emissions.
2. Develop and implement a City water conservation plan to minimize water usage.
3. Increase trash reduction and recycling.

Energy Conservation Education:

1. Initiate and implement an Education/Awareness of Energy Conservation program.

Create New Ordinances and Modify City Policies:

1. Establish and enforce a recycling ordinance for public events.
2. Modify City policies to incorporate: energy saving measures, green building codes, photovoltaic systems, energy-efficient power plants, and green-wise transportation.

Policy 6.1.5.2

The City shall establish a Climate Control Board that will be tasked to identify specific policies and strategies to guide energy efficiency accounting for existing and future electric power generation and transmission systems and that reduce greenhouse gas emissions by developing educational material for distribution that includes energy conservation tips and suggestions with area topics such as:

1. Electrical usage reduction.
2. Fuel usage reduction.
3. Conservation of resources.

VII. RECREATION AND OPEN SPACE ELEMENT

Goal 7.1: To provide for current and future demands for active and passive recreation activities, through the use of both public and private resources.

Objective 7.1.1: To maintain the current system and quality of parks and recreation facilities, in order to meet the needs of the population.

Policy 7.1.1.1: The City will preserve and maintain existing parks and recreation facilities through the use of adequate operating budgets and proper management techniques.

Policy 7.1.1.2: It is the City’s policy to ensure that plans for improvements to the municipal beach area be implemented, with the costs being borne primarily by the users.

Policy 7.1.1.3: High quality maintenance of the Municipal Golf Course should be continued, and as funds are available, the facilities should be evaluated and replaced if necessary.

Policy 7.1.1.4: The City adopts an LOS standard of 2.5 acres of neighborhood and community parks for every 1,000 persons to be developed in conjunction with all residential development and by reference the Table of Service of Level of Service Standards for Recreational Facilities (Table 7.2, Data and Analysis Support Documents).

Policy 7.1.1.5 Where the facilities necessary to serve a development are not available the City may enter into a development agreement where the developer will provide for their construction.

Policy 7.1.1.6: The City may adopt and amend from time to time provisions for impact fees that will be utilized in the construction of necessary infrastructure design to maintain adopted minimum levels of service.

Objective 7.1.2: To continue to implement the Concurrency Management Ordinance to allow no net loss in recreational level of service through development or redevelopment.

Policy 7.1.2.1: The City will investigate the concept of privatization as it applies to recreation programs and facilities.

Policy 7.1.2.2: The City will adopt incentives for developers to provide additional recreation facilities in any future developments.

Policy 7.1.2.3: The concurrency management system shall ensure that any park and recreation facility needed to serve new development be in place or under actual construction no later than three years after issuance of a building permit. In order to provide for this, any land needed for such park and recreation facilities must be acquired prior to issuance of a certificate of occupancy, unless the developer has committed, and the City approved, funds in the developer's fair share for the facilities prior to the issuance by the City of a building permit for the new development. The methodology for determining the developer's fair share contribution for park and recreation facilities shall be included in the City's land development code.

Objective 7.1.3: To assure that all public recreation facilities have operational automobile and pedestrian access facilities.

Policy 7.1.3.1: All recreation users, including the handicapped, shall have access to park facilities.

Policy 7.1.3.2: The City shall comply with Chapter 553 Florida Statutes and the Accessibility Requirement Manual of the Department of Community Affairs to ensure that neighborhood park facilities provide accessways for pedestrians and the handicapped where feasible.

Policy 7.1.3.3: Public parks and facilities will be designed and constructed with accessways which are compatible with the character and quality of natural resources found on-site.

VIII. INTERGOVERNMENTAL COORDINATION ELEMENT

Goal 8.1: **To extend the best cooperative efforts of all City agencies to neighboring municipalities, Palm Beach County, the Treasure Coast Regional Planning Council, local government services, special districts and all state agencies, toward the general purpose of effective operation in government.**

Objective 8.1.1: **To establish a means of coordinating comprehensive plan goals, objectives and policies of other units of local government within the area of concern.**

Policy 8.1.1.1: The City will review the proposed plan goals, objectives and policies of adjacent municipalities and of Palm Beach County, to address areas of potential conflict.

Policy 8.1.1.2: The City will cooperate through the IPARC coordination mechanism for the sharing of its comprehensive plan goals, objectives and policies within the area of concern to reveal possible areas of disagreement.

Policy 8.1.1.3: The City will coordinate management of all embayments or estuaries that fall under the jurisdiction of more than one local government, to preserve the quality of the coastal area.

Policy 8.1.1.4: The City will coordinate and cooperate with the South Florida Water Management District.

Policy 8.1.1.5: ~~By December, 2008, the City shall develop a 10 year work plan considering the South Florida Water Management District regional water supply plan.~~ The City will maintain a water supply facilities work plan that is coordinated with SFWMD's *District's Lower East Coast Regional Water Supply Plan* and Palm Beach County by updating its own work plan within 18 months of an update to *SFWMD's District's Lower East Coast Regional Water Supply Plan* that affect the City.

Policy 8.1.1.6 When preparing the annual update of the Capital Improvement Element, the City shall consult with the South Florida Water Management District to ensure coordination and consistency between the regional water supply plan and the City's water supply capital improvement projects.

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Policy 8.1.1.7: The City will participate in the development of updates to SFWMD's Water Supply assessment and District's Lower East Coast Water Supply Plan and in other water supply development related initiatives facilitated by the SFWMD that affects the City and its service area.

Policy 8.1.1.8: Prior to approving a building permit or its functional equivalent, the City shall consult with its Utility Department to determine whether adequate water supplies to serve new development will be in place and available no later than the anticipated date of the Certificate of Occupancy (CO) or its functional equivalent.

Policy 8.1.1.9: The City will coordinate with Palm Beach County, the Town of Lake Clarke Shores, Lake Osborne Estates, and the SFWMD to ensure that the City's estimates and projections for potable water demand are incorporated into their estimates of demand. In addition, the City will:

- a. Continue to maintain relationships with the SFWMD, Palm Beach County, the Town of Lake Clarke Shores, and Lake Osborne Estates to maintain or reduce potable water consumption through education, conservation, and participation in ongoing programs of the region, county and local jurisdictions including coordinating local conservation education efforts with the SFWMD and Palm Beach County programs.
- b. Continue to coordinate, as appropriate, with the Town of Lake Clarke Shores, Palm Beach County, Lake Osborne Estates and SFWMD regarding water supply issues. The coordination efforts will include, but not be limited to: sharing of information regarding water supply needs, implementing alternative water supply projects (including reuse and other conservation measures), and establishing level of service standards.

Policy 8.1.1.10: The City shall pursue cooperative efforts with SFWMD, Palm Beach County, and other local jurisdictions, in providing cost-effective options for augmenting the current potable water system with alternative water sources.

Objective 8.1.2: **To coordinate the Comprehensive Plan with the plans of school boards, and other units of local government providing services.**

Policy 8.1.2.1: The City will utilize the auspices of the IPARC to coordinate its Comprehensive Plan with other local governments and school boards.

Policy 8.1.2.2: A nonvoting representative of the district school board shall be required to review comprehensive plan amendments and rezonings.

Policy 8.1.2.3 The City shall coordinate with Palm Beach County School District, the County and other parties to the adopted Interlocal Agreement for Public School Facility Planning to establish any amendments affecting public school concurrency.

Objective 8.1.3: **To provide for coordination mechanisms which would resolve annexation issues and conflicting impacts of development within the area of concern.**

Policy 8.1.3.1: The City will issue policy statements to all adjacent local governments within the area of concern, indicating the relationships of proposed development to the comprehensive plans of adjacent governments.

Policy 8.1.3.2: The City will meet with adjacent local governments within the area of concern to discuss future annexation plans, in an effort to avoid future conflict.

Policy 8.1.3.3: The City will attempt to resolve conflicts regarding impacts of development through the Treasure Coast Regional Council's informal mediation process, if direct communications are not successful.

Objective 8.1.4: **To ensure that the City coordinates level of service standards regarding state, county or regional public facilities within City boundaries.**

Policy 8.1.4.1: The City will meet with local governments within the area of concern and, communicating with applicable state agencies to coordinate level of service standards for shared or adjoining facilities, to determine how to deal with differences in level of service standards for these public facilities.

Objective 8.1.5: **The City shall participate in intergovernmental coordination processes to ensure full consideration is given to the impacts of proposed comprehensive plan amendments and future developments on the ability of Lake Worth and adjacent local governments to implement their comprehensive plans and to address area wide land use needs and justification for amendments.**

Policy 8.1.5.1: The City shall participate in the Palm Beach County IPARC Process and shall cooperate with the Treasure Coast Regional Planning Council and all other local governments in a voluntary dispute resolution process for the purpose of facilitating intergovernmental coordination. The IPARC process is established pursuant to the Comprehensive Plan Amendment Coordinated Review Interlocal Agreement, effective date October 1, 1993, and shall include results and any written determination from the IPARC process as data and analysis to DCA with proposed and adopted comprehensive plan amendments.

Policy 8.1.5.2: The City shall utilize the Palm Beach County Intergovernmental Coordination process as a regular formal forum in which to deal with issues unique to Palm Beach County and the municipalities therein. The Multi-Jurisdictional Issues Coordination Forum shall be utilized as a means of collaborative planning for matters of interjurisdictional significance including, but not limited to, the siting of facilities with countywide significance and locally unwanted land uses.

Policy 8.1.5.3: The City shall pursue interlocal agreements with local governments that have identified or adopted future land use designations for adjacent unincorporated areas. These agreements would establish “Joint Planning Areas,” pursuant to Chapter 163.3171, F.S. The City shall encourage joint planning agreements that include as many of the following planning considerations as are applicable. Additional items could be addressed at the concurrence of both parties; including:

1. Cooperative planning and review of land development activities within areas covered by the agreement;
2. Specification of service delivery;
3. Funding and cost-sharing issues within Joint Planning Areas; and
4. Enforcement implementation.

Intergovernmental Coordination Element Goals, Objectives, and Policies

Policy 8.1.5.4: The City shall coordinate with affected jurisdictions, including FDOT, for the mitigation of impacted facilities not under the jurisdiction of the local government receiving the application for proportionate fair-share mitigation.

IX. CAPITAL IMPROVEMENT ELEMENT

Goal 9.1: To undertake capital improvements necessary to keep the City's present public facilities in good condition and to accommodate new development guided by sound fiscal practices.

Objective 9.1.1: The City shall use the Capital Improvement Element as a means to assess the City's public facility deficiencies or arrange for others to provide capital improvements necessary to correct deficiencies in existing public facilities, to serve projected future growth and to replace obsolete and worn-out facilities, in accordance with an adopted Capital Improvement Schedule.

Policy 9.1.1.1: The operating budget shall continue to accommodate scheduled replacements such as police cars and trash trucks plus street overlaying and park facility renovations.

Policy 9.1.1.2: The City shall continue to prepare a five-year capital improvement program (CIP,) including a one year capital budget. The CIP shall be utilized for the renewal of municipal facilities.

Policy 9.1.1.3: Overall priority for fiscal planning shall be those projects that enhance single family residential neighborhoods, compatible business activities and the redevelopment district, as indicated in the Land Use Plan.

Policy 9.1.1.4: In setting priorities for expenditures to be included in the Capital Improvement Element, the following criteria shall be used:

- Public safety implications: a project to address immediate threats to public safety will receive first priority.
- Level of service or capacity problems: next in priority would be projects needed to maintain the stated Levels of Service.
- Ability to finance: a third criterion is the budgetary impact. For example, will it exceed revenue projections?
- Quality of life projects: the next level of priority shall be given to those projects not in categories 1 or 2 but that would enhance the quality of life for residents of City.

- Policy 9.1.1.5: The City will annually review its debt management policies to ensure that the City is not in excess of the State legal limit for outstanding debt.
- Policy 9.1.1.6: The Capital Improvement Element shall include major projects identified as needed in the elements of the Comprehensive Plan and which have an estimated cost greater than \$200,000.
- Policy 9.1.1.7: The City shall update the Capital Improvements Element, including the Five Year Schedule of the SCI during the annual budget process, including adding the next year onto the SCI, updating schedules of projects and updating cost estimates based on the latest information.
- Policy 9.1.1.8 The Capital Improvements Schedule shall include facilities that promote public health and safety and all facilities for which the level of Service Standard has been adopted: Roads, Potable Water, Wastewater, Stormwater, Solid Waste Collection, and Parks and Recreation. The Capital Improvement Schedule may also include other facilities that enhance the quality of life for City’s residents.
- Objective 9.1.2: To utilize the Future Land Use Plan, financial analyses, and level of service standards as the basis for reviewing development applications in order to maintain an adequate level of service for City facilities. In the instance of public school facilities the School District of Palm Beach County shall maintain minimum level of service standards for public school facilities, in accordance with the adopted Interlocal Agreement.**
- Policy 9.1.2.1: The Level of Service for sewage disposal shall be 100 gallons per day per resident.
- Policy 9.1.2.2: The Level of Service Standard for stormwater quantity shall be to adequately accommodate stormwater runoff from a three year, one hour storm event. The level of service standard for stormwater quality shall be as specified in Chapter 17–25 for water quality.
- Policy 9.1.2.3: The Level of Service Standard for the water system shall be at least ~~185~~ 105 gallons per person per day, inclusive of water for irrigation purposes, with a residual pressure of ~~40~~ 30 ~~psig and a static pressure of at least 55 psig.~~
- Policy 9.1.2.4: The Level of Service Standard for solid waste collection shall be 6.5 pounds per capita per day.

Policy 9.1.2.5: The Level of Service Standards of 2.5 acres of neighborhood and community parks for every 1,000 persons shall form the basis for assessing parks.

Policy 9.1.2.6: The Level of Service Standards for streets shall be according to the Transportation Element.

Policy 9.1.2.7: The School District of Palm Beach County shall maintain minimum level of service standards for public school facilities, as defined in the Public School Facilities Element. In the case of public school facilities, the issuance of Development Orders, Development Permits or development approvals shall be based upon the School District of Palm Beach County's ability to maintain the minimum level of service standards.

Objective 9.1.3: To require all future development projects to pay their fair share of the public improvement needs they generate.

Policy 9.1.3.1: By January 2011, the development code review shall include appropriate impact fees and developmental agreements as means of collecting fair share contributions. Prior to the issuance of a development order or a building permit, the Concurrency review shall establish the following:

- Finding on the impacts created by the proposed development
- Finding as to whether the public facilities covered under the Concurrency Management System will be available concurrent with the impacts of new development at the adopted Level of Service
- Finding of facility(s) improvements or additions that are required to ensure the finding of concurrency; and
- Finding of the entity responsible for the implementation of all required facility(s) improvements or additions

Policy 9.1.3.2: All development orders which were issued prior to the adoption of the comprehensive plan and which are not legally vested in development rights in a manner consistent with Chapter 163.3167(8), F.S., shall be required to provide for infrastructure or meet the obligations of concurrency provisions as set out in this plan.

Policy 9.1.3.3: The City has encumbered adequate infrastructure to meet the needs, at adopted levels of service, for all previously approved development orders including those, which are vested. The City has and shall utilize such encumbrances of capacity to determine the availability of infrastructure for future developments.

Objective 9.1.4: To achieve administrative mechanisms whereby public facility requirements generated by new development are adequately funded in a timely manner and funded projects are consistent with a financially feasible schedule of capital improvements as per F.S. 163.3164(32).

Policy 9.1.4.1: No development permit shall be issued unless the public facilities necessitated by the project (in order to meet level of service standards) will be in place concurrent with the impacts from the development.

Policy 9.1.4.2: For public school facilities, the applicant for a Development Order or Development Permit which includes any residential component shall provide a determination of capacity by the School District of Palm Beach County that the proposed development will meet the public school facilities level of service. A determination by the School District is not required for existing single family legal lots of record, in accordance with the Public School Facilities Policy 10.01.01.08. In the case of public school facilities, construction appropriations are specified within the first three years of the most recently approved School District of Palm Beach County Six-Year Capital Improvement Schedule, as reflected in Table 9.2 and adopted as part of this element. In accordance with this Policy, and upholding the exceptions detailed therein, prior to issuance of a Development Order/Permit, the School District of Palm Beach County shall determine that the level of service for public school facilities can be achieved and maintained. The necessary public school facilities shall be considered to be in place when sufficient capacity exists in the concurrency service area (CSA) in which the proposed development is located, or an immediately adjacent CSA.

Policy 9.1.4.3: The City shall ensure that the Capital Improvement Element and the entire Comprehensive Plan remains financially feasible, as defined by 163.3164(32), Florida Statutes (F.S.).

Policy 9.1.4.4: Capital facilities to be funded by outside sources must be guaranteed by a development agreement, interlocal agreement or other enforceable agreement.

Capital Improvement Element Goals, Objectives, and Policies

Policy 9.1.4.5 The City shall implement the five-year Capital Improvements Schedule for potable water facilities adopted in the Capital Improvements Element.

Policy 9.1.4.6 The City will review the Capital Improvements Schedule and adopt a City Budget that prioritizes needed potable water improvements to meet the demands of future growth and approved developments.

Policy 9.1.4.7: The City will evaluate the production, expansion capabilities, and life expectancy of the water treatment plants in each update to the *Water Supply Plan*.

Policy 9.1.4.8: The City will maintain a water supply facilities work plan that is coordinated with District's Lower East Coast Regional Water Supply Plan and Palm Beach County by updating its own work plan within 18 months of an update to SFWMD's *District's Lower East Coast Regional Water Supply Plan* that affect the City.

Objective 9.1.5: **To coordinate with State and County agencies for resolution to service delivery problems when State and County facilities within Lake Worth fall below designated level of service standards.**

Policy 9.1.5.1: The City shall require that no development order be issued unless the County roadway facilities necessitated by that project (in order to meet level of service standards) will be in place concurrent with the impacts from development.

Objective 9.1.6: **To continue implementation of a Concurrency Management System which will provide necessary public facilities concurrent with the impacts of development.**

Policy 9.1.6.1: The adopted Concurrency Management System of the City of Lake Worth is hereby included as Appendix A and adopted as part of this Comprehensive Plan.

Objective 9.1.7: **To manage the City of Lake Worth's Coastal High Hazard area to limit public expenditures to those necessary to serve existing and development mandated by court order.**

Policy 9.1.7.1: Damaged infrastructure in Coastal High Hazard Areas shall be replaced. No additional infrastructure to support new residential development in the Coastal High Hazard Area is proposed in the Comprehensive Plan.

Policy 9.1.7.2: Where implementation of a Comprehensive Plan policy would be contradictory to the mandates of any court-ordered settlement governing vested development rights, the provisions of the court-ordered settlement shall prevail.

Objective 9.2 **The City shall maintain a capital program that can be**

adequately accommodated by projected revenues or other financial resources.

Policy 9.2.1

Capital Improvements shall be financed and debt shall be managed, as follows:

- Public facilities financed by enterprise funds (i.e. utilities-potable water, sanitary sewer, storm water, solid waste, and golf course) shall be financed by:

- Debt to be repaid by user fees and charges for enterprise service; or
 - Current assets (i.e. reserves, surpluses, and current revenue, including transfers); or,
 - A combination of debt and current assets.
- Public facilities which are financed by non-enterprise funds (i.e. roads, parks, library, fire service, police protection, and government buildings) shall be financed from current assets: revenue, equity and/or debt. Financing of specific capital projects shall depend on which asset, or group of assets, will be most cost effective, consistent with prudent asset and liability management, appropriate to the useful life of the project(s) to be financed, and make the most efficient use of the City's debt capacity.

IMPLEMENTATION

Five-Year Schedule of Capital Improvements (SCI)

Table 9.1 shows the projects planned for implementation during the 2009-2014 period together with estimated costs and revenue sources. Appendix 6 of the Comprehensive Plan shows the School District of Palm Beach County Six-Year Capital Improvement Schedule, which is adopted herein by reference to show the estimated costs and revenue sources for their facilities.

Summary of Implementation Programs

For purposes of monitoring and evaluation, the principal programs needed to implement this Element are as follows; all are outlined in more detail in the Element:

1. Institute an annual capital programming and budgeting process including project selection criteria.
2. Conduct engineering or other studies to pinpoint the cost and timing of the other potential deficiencies.
3. Make amendments to the development code to a) assure conformance to the "concurrency" requirements relative to development orders, levels of service and public facility timing, and b) explore selected impact fees, e.g., for park and residential street improvements.

**Table 9.1
Five-Year Schedule of Improvements 2009-2014**

Project	Year	Estimated Cost	Agency Responsible	Funding Source
Widen 10 th Avenue N. from I-95 west to Congress Avenue	2010	\$1,280,000	Palm Beach County	Palm Beach County
Lake Worth Beach Casino Bldg Improvements	2012	\$9,650,000		
Municipal Beach Parking Area	2012	\$7,700,000		Palm Beach County
Lake Worth Park of Commerce Infrastructure Study	2014	\$2, 112,000		EDA State Fund
Road Condition Rating System and Improvements	2014	\$1.170,000		
Sidewalk Improvements	2014	\$370,000		
Public Library	2012	10,000,000		
Public Park Improvements	2013	\$1,350,000		
Municipal Community Center	2014	\$2,900,000		
Electrical Improvements	2014	\$21,270,000		
Water System Building	2010	\$728,000		
RO Plant	2011	\$20,240,000		
Water System Infrastructure Improvements	2014	5,437,881		
Alleyway Improvements	2014	\$150,000	CRA	
Municipal Parks	2012	\$230,000	CRA	
Cultural Redevelopment Land	2014	\$1,350,000	CRA	
Gateway Enhancements	2014	\$100,000	CRA	
Parking Improvements	2014	\$200,000	CRA	
Neighborhood Capital Improvements	2014	\$600,000	CRA	
Dixie Hwy. Improvements	2014	\$200,000	CRA	
Transportation Enhancements	2014	\$700,000	CRA	MPO Palm Tran

[NOTE: South Florida Regional Water Management District (SFWMD) Lower East Coast Regional Water Supply Plan projects applicable to Lake Worth area will be added to the SCI by December, 2009]

2009-2014 MONITORING, UPDATING AND EVALUATION OF PROCEDURES

Citizen Participation

In conjunction with one of the plan amendment cycles, the Planning and Zoning Board shall annually conduct a public hearing on the Capital Improvements Program. A status report shall be provided by the staff and then citizen comment shall be solicited. This meeting shall be publicized by a legal notice in the newspaper plus efforts to have a news story/announcement. The Board will then submit a report on the status of the Plan to the City Manager and City Commission. This report may be accompanied by recommended amendments, using the normal amendment process.

Data and Objectives Update

As a part of the review and amendments of the Capital Improvements Program, pertinent measurable objectives will be the subject of review and comment by the staff in preparing the status report. In addition, the staff shall review appropriate Palm Beach County publications and demographic data, as they become available, highlights will be included in the report.

Seven-Year Review, Evaluation and Appraisal Report

In 2010, the City Manager shall designate the person responsible for preparation of the seven 7-year Evaluation and Appraisal Report in conformance with statutory requirements and with special emphasis on the objectives and policies. The report shall pinpoint obstacles to plan implementation.

Revised Objectives and Policies

The planning staff shall annually prepare draft amendments to the goals, objectives and policies, as needed, based upon the guidelines provided herein and submitted to the Planning & Zoning Board by their second meeting in October. Citizen participation procedures discussed above shall be used for recommended revisions to the Comprehensive Plan.

X. PUBLIC SCHOOL FACILITIES ELEMENT

Goal 10.1: To provide for future availability of public school facilities consistent with the adopted level of service standard. This goal shall be accomplished recognizing the constitutional obligation of the school district to provide a uniform system of free public schools on a countywide basis.

Objective 10.1.1: To ensure that the capacity of schools is sufficient to support student growth at the adopted level of service standard for each year of the five-year planning period and through the long term planning period.

Policy 10.1.1.1: The LOS standard is the school’s utilization, which is defined as the enrollment as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH). The level of service (LOS) standard shall be established for all schools of each type within the School District as 110 percent utilization, measured as the average for all schools of each type within each (CSA). No individual school shall be allowed to operate in excess of 110% utilization, unless the school is the subject of a School Capacity Study (SCS) undertaken by the School District, working with the Technical Advisory Group (TAG), which determines that the school can operate in excess of 110% utilization. The SCS shall be required if a school in the first student count of the second semester reaches 108% or higher capacity. As a result of an SCS, an individual school may operate at up to 120% utilization.

Policy 10.1.1.2: If, as a result of a School Capacity Study (SCS), a determination is made that a school will exceed 120% utilization or cannot operate in excess of 110% utilization, then the School District shall correct the failure of that school to be operating within the adopted LOS through 1) program adjustments 2) attendance boundary adjustments or 3) modifications to the Capital Facilities Program to add additional capacity. If, as a result of the SCS a determination is made that the school will exceed 110% and can operate within adopted guidelines, the identified school may operate at up to 120% utilization. If as a result of one or more School Capacity Studies that demonstrate that the schools of a particular type can operate at a higher standard than the 110%

utilization standard of the CSA, the Comprehensive Plan will be amended to reflect the new LOS for that school type in that CSA.

Policy 10.1.1.3: The School Capacity Study (SCS) shall determine if the growth rate within an area, causing the enrollment to exceed 110 percent of capacity, is temporary or reflects an ongoing trend affecting the LOS for the 5-year planning period. The study shall include data, which shows the extent that capacity has been exceeded attributable to both existing and new development. Notification shall be provided to the local government within whose jurisdiction the study takes place. At a minimum, the study shall consider:

1. Demographics in the school’s Concurrency Service Area (CSA);
2. Student population trends;
3. Real estate trends (e.g. development and redevelopment);
4. Teacher/student ratios; and
5. Core facility capacity;

Policy 10.1.1.4: The adopted LOS standard became applicable to the entire County at the beginning of the 2004–05 school year, at which time the School District was to achieve the countywide adopted level of service for all schools of each school type. For the City’s 2008-2013 planning period, the LOS standard shall be as shown in Appendix 6 of the Data, Inventory and Analysis section of the City’s Comprehensive Plan.

Policy 10.1.1.5: Concurrency Service Areas (CSA) shall be established on a less than district wide basis, as depicted on Map 10.1 and described in the Concurrency Service Area Boundary Descriptions in the Implementation Section of this element.

1. The criteria for Concurrency Service Areas shall be:

Palm Beach County is divided into twenty-one CSAs. Each CSA boundary shall be delineated considering the following criteria and shall be consistent with provisions in the Interlocal Agreement:

- a. School locations, student transporting times, and future

- land uses in the area.
 - b. Section lines, major trafficways, natural barriers and county boundaries.
2. Each CSA shall demonstrate that:
- a. Adopted level of service standards will be achieved and maintained for each year of the five-year planning period; and
 - b. Utilization of school capacity is maximized to the greatest extent possible, taking into account transportation costs, court approved desegregation plans and other relevant factors.
3. Consistent with §163.3180(13)(c)2, F.S., changes to the CSA boundaries shall be made only by amendment to the (Public School Facilities Element) and shall be exempt from the limitation on the frequency of plan amendments, Any proposed change to CSA boundaries shall require a demonstration by the School District that the requirements of 2 (a) and (b), above, are met.

Policy 10.1.1.6: The City shall consider as committed and existing the public school capacity which is projected to be in place or under construction in the first three years of the School District’s most recently adopted Five-Year Plan, as reflected in Table 9.2 (Six-Year Capital Improvement Schedule) of the Capital Improvement Element of the City’s Comprehensive Plan, when analyzing the availability of school capacity and making level of service compliance determinations.

Policy 10.1.1.7: The City shall amend the Capital Improvement Element, including the Five-Year Schedule of Capital Improvements and any necessary references to the School District’s Six Year Capital Improvement Schedule, when committed facility capacity is eliminated, deferred or delayed, to ensure consistency with the School District Capital Improvement Schedule.

Policy 10.1.1.8: For purposes of urban infill and in recognition of the entitlement density provisions of the City’s Future Land Use Element, the impact of a home on an existing single-family lot of record shall not be subject to school concurrency.

Policy 10.1.1.9: The City shall suspend or terminate its application of School concurrency upon the occurrence and for the duration of the following conditions:

1. School concurrency shall be suspended in all CSAs upon the occurrence and for the duration of the following conditions:
 - The occurrence of an “Act of God”; or
 - The School Board does not adopt an update to its Capital Facilities Plan by September 15th of each year; or
 - The School District’s adopted update to its Capital Facilities Program Plan does not add enough FISH capacity to meet projected growth in demand for permanent student stations at the adopted level of service standard for each CSA and ensures that no school of any type exceeds the maximum utilization standard in and CSA; or
 - The School District Capital Facilities Plan is determined to be financially infeasible as determined by the State Department of Education, or as defined by the issuance of a Notice of Intent to Find an Amendment to a Capital Improvement Element not in compliance as not being financially feasible, by the Department of Community Affairs; or by a court action or final administrative action; or
 - If concurrency is suspended in one-third or more of the CSAs pursuant to Policy below.
2. School Concurrency shall be suspended within a particular CSA upon the occurrence and for the duration for the following conditions:
 - Where an individual school in a particular CSA is twelve or more months behind the schedule set forth in the School District Capital Facilities Plan, concurrency will be suspended within that CSA and the adjacent CSAs for that type of school; or

- The School District does not maximize utilization of school capacity by allowing a particular CSA or an individual school to exceed the adopted Level of Service (LOS) standard; or
 - Where the School Board materially amends the first 3 years of the Capital Facilities Plan and that amendment causes the Level of Service to be exceeded for that type of school within a CSA, concurrency will be suspended within that CSA and the adjacent CSAs only for that type of school.
3. The City shall maintain records identifying all Concurrency Service Areas in which the School District has notified the City that the application of concurrency has been suspended.
 4. Once suspended, for any of the above reasons, concurrency shall be reinstated once the Technical Advisory Group (TAG) determines the condition that caused the suspension has been remedied or the Level of Service for that year for the affected CSAs has been achieved.
 5. If a Program Evaluation Report as defined in the Interlocal Agreement to establish school concurrency recommends that concurrency be suspended because the program is not working as planned, concurrency may be suspended upon the concurrence of 33% of the signatories of the “Palm Beach County Interlocal Agreement with Municipalities of Palm Beach County and the School District of Palm Beach County to establish Public School Concurrency”.
 6. Upon termination of the Interlocal Agreement the City shall initiate a Comprehensive Plan Amendment to terminate school concurrency.

Objective 10.1.2: To allow for Palm Beach County School District to provide for mitigation alternatives which are financially feasible and will achieve and maintain the adopted level of service standard in each year of the five-year planning period.

Policy 10.1.2.1: Mitigation shall be allowed for those development proposals that cannot meet adopted level of service standard. Mitigation options shall include options listed below for which the School District

assumes the operational responsibility and which will maintain the adopted level of service standards for each year of the five-year planning period.

1. Donation of buildings for use as a primary or alternative learning facility; and/or
2. Renovation of existing buildings for use as public school facilities; or
3. Construction of permanent student stations or core capacity.

The site plan for buildings being renovated pursuant to number 2 above, that are fifty years of age or older, shall demonstrate that there are no adverse impacts on sites listed in the National Register of Historic Places or otherwise designated in accordance with appropriate State guidelines as locally significant historic or archaeological resources.

Policy 10.1.2.2: Level of service (LOS) standards shall be met within the CSA for which a development is proposed, or by using capacity from adjacent CSAs; otherwise mitigation measures shall be required for development order approval.

Objective 10.1.3: To ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standard.

Policy 10.1.3.1: The City, in coordination with the School District and other local governments, shall annually amend Table 9.2 of the Capital Improvement Element (School District of Palm Beach County Six-Year Capital Improvement Schedule), to maintain consistency with the School Board’s adopted Five-Year Plan and to maintain a financially feasible capital improvements program and ensure that level of service standards will continue to be achieved and maintained in each year of the five-year planning period.

Goal 10.2: To maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision-making regarding population projections, public school siting, and the development of public education facilities concurrent with residential development and other services.

Objective 10.2.1: **To establish a process of coordination and collaboration between the County, local governments, and the School District in the planning and siting of public school facilities in coordination with planned infrastructure and public facilities.**

Policy 10.2.1.1: The City shall coordinate and provide for expedited review of development proposals with the School District during the development review process to ensure integration of public school facilities with surrounding land uses and the compatibility of uses with schools.

Policy 10.2.1.2: There shall be no significant environmental conditions and significant historical resources on a proposed site that cannot be mitigated or otherwise preclude development of the site for a public educational facility.

Policy 10.2.1.3: The proposed site shall be suitable or adaptable for development in accordance with applicable water management standards, and shall not be in conflict with the adopted or officially accepted plans of the South Florida Water Management District, or any applicable Stormwater Utility or Drainage District.

Policy 10.2.1.4: The proposed location shall comply with the provisions of the Coastal Zone Management Element of the comprehensive plan, if applicable to the site.

Policy 10.2.1.5: The City shall encourage the location of schools proximate to urban residential areas by:

- Assisting the School District in identifying funding and/or construction opportunities including developer participation or City capital budget expenditures for sidewalks, traffic signalization, access, water, sewer, drainage and other infrastructure improvements;
- Providing for the review for all school sites as indicated in Policy 10.2.1.1 above; and,
- Allowing schools as a permitted use within all urban residential land use categories.

Policy 10.2.1.6: The City shall coordinate with the School District for the collocation of public facilities, such as parks, libraries, and community centers with schools, to the extent possible, as sites for these public facilities and schools are chosen and development

plans prepared.

Objective 10.2.2: **To establish and maintain a cooperative relationship with the School District and municipalities in coordinating land use planning with development of public school facilities, which are proximate to existing or proposed residential areas they will serve and which serve as community focal points.**

Policy 10.2.2.1: The City shall abide by the “Palm Beach County Interlocal Agreement with Municipalities of Palm Beach County and the School District of Palm Beach County to establish Public School Concurrency”, which was fully executed by the parties involved and recorded with the Clerk of the Circuit Court of Palm Beach County on January 25, 2001, consistent with §§163.3177(6)(h)1 and 2, F.S., and 163.3180, F.S.

Policy 10.2.2.2: The Technical Advisory Group (TAG) shall be established by the County, participating local governments, and the School District. The five member TAG will be comprised of a Certified Public Accountant, a General Contractor, a Demographer, a Business Person, and a Planner, nominated by their respective associations as indicated in the Interlocal Agreement to establish Public School Concurrency mentioned in Policy 10.2.2.1 above. The Technical Advisory Group shall review and make recommendations including but not limited to the following:

1. The Capital Facilities Plan;
2. The Ten and Twenty Year work programs;
3. Schools that trigger a School Capacity Study;
4. Concurrency Service Areas boundaries;
5. School District Management Reports;
6. Operation and effectiveness of the Concurrency Program;
and
7. Program Evaluation Reports.

Policy 10.2.2.3: The City shall provide the School District with annual information needed to maintain school concurrency, including information required for the School District to establish:

1. School siting criteria;
2. Level of service update and maintenance;
3. Joint approval of the public school capital facilities program;
4. Concurrency service area criteria and standards; and
5. School utilization.

Policy 10.2.2.4: The City shall provide the School District with its Comprehensive Plan, along with the five-year Land Use and population projections, to facilitate development of school enrollment projections and shall annually update this information. The City shall coordinate its Comprehensive Plan and the Future Land Use Map with the School District's long range facilities maps, (Maps 10.5 and 10.6), to ensure consistency and compatibility with the provisions of this Element.

Policy 10.2.2.5: The City shall advise the School District of a proposed public school site's consistency with the City's Comprehensive Plan and land development regulations, including the availability of necessary public infrastructure to support the development of the site.

Policy 10.2.2.6: The City shall provide opportunity for the School District to comment on comprehensive plan amendments, rezoning, and other land use decisions, which may be projected to impact on the public schools facilities plan.

Policy 10.2.2.7: The City shall coordinate with local governments and the School District on emergency preparedness issues which may include consideration of:

1. Design and/or retrofit of public schools as emergency shelters;
2. Enhancing public awareness of evacuation zones, shelter locations, and evacuation routes;
3. Designation of sites other than public schools as long term shelters, to allow schools to resume normal operations following emergency events.

Objective 10.2.3: To establish a joint process of coordination and collaboration between the City, Palm Beach County and the School District in the planning and decision making on population projections.

Policy 10.2.3.1: The City shall provide updated Land Use maps to the County for the conversion of the BEBR projections into both existing and new residential units and disaggregate these units throughout incorporated and unincorporated Palm Beach County into each CSA, using BEBR’s annual estimates by municipality, persons-per-household figures, historic growth rates and development potential. . These projections are shown in Exhibit E of the Interlocal Agreement as “Projected Units Table” which shall be amended annually and provided to the School District.

Policy 10.2.3.2: The City commits to working with the School District and Palm Beach County to improve this methodology and enhance coordination with the plans of the School District and local governments. Population and student enrollment projections shall be revised annually to ensure that new residential development and redevelopment information provided by the municipalities and the County as well as changing demographic conditions are reflected in the updated projections. The revised projections and the variables utilized in making the projections shall be reviewed by all signatories through the Intergovernmental Plan Amendment Review Committee (IPARC). Projections shall be especially revisited and refined with the results of the 2000 Census. The responsibilities of local governments and the School District on population projections are described in Section VIII-B of the Interlocal Agreement.

Concurrency Service Area (CSA) Boundary Descriptions

The Palm Beach County School District is divided into twenty-one CSAs for school concurrency. The Palm Beach County School CSA boundaries are described in the map included in the Data, Inventory, and Analysis of the City’s Comprehensive Plan, as bounded by Section lines, major trafficways, natural barriers and county boundaries consistent with §163.3180(13)(c)2, F.S. Changes to the CSA boundaries shall be made by plan amendment and exempt from the limitation on the frequency of plan amendments.

#1

NORTH – The Martin / Palm Beach County

Border

SOUTH – Donald Ross Rd

EAST – The Atlantic Ocean

WEST – Florida’s Turnpike

#2

NORTH – The Martin / Palm Beach County
Border

SOUTH – Donald Ross Rd
of Sections (using T-R-S) 41-42-21, 41-42-20,
41-42-19, 41-41-24, and 41-41-23, then
Southwest along the centerline of the C-18
canal to the Bee Line Hwy

EAST – Florida’s Turnpike

WEST – Bee Line Hwy

#3

NORTH – Donald Ross Rd

SOUTH – The South Section Line of Sections
(using T-R-S) 42-43-10, 42-43-09, 42-43-08,
42-43-07, and 42-42-12, East of Military Trl,
then South along Military Trl to Northlake
Blvd, then West along Northlake Blvd to
Florida’s Turnpike

EAST – The Atlantic Ocean

WEST – Florida’s Turnpike

#4

NORTH – The South Section Line of Sections
(using T-R-S) 41-42-21, 41-42-20, 41-42-19,
41-41-24, and 41-41-23, then Southwest along
the C-18 Canal to the Bee Line Hwy, then
Northwest along the Bee Line Hwy until the
intersection of Bee Line Hwy and the West
Section Line of Section 41-41-18

SOUTH – Northlake Blvd West to Grapeview Blvd,
North along Grapeview Blvd to the South
Section Line of Section (using T-R-S) 42-41-08,
then West along the South Section Line of
Sections 42-41-08 and 42-41-07

EAST – Florida’s Turnpike

WEST – The West Section Line of (using T-R-S)
41-41-18 South of the Bee Line Hwy, and the
West Section Lines of Sections 41-41-19, 41-
41-30, 41-41-31, 42-41-06, and 42-41-07

#5

NORTH – The South Section Line of Sections
(using T-R-S) 42-43-10, 42-43-09, 42-43-08,
42-43-07, and 42-42-12 West to Military Trl.

SOUTH – The South Section Line of Sections
(using T-R-S) 42-43-34, 42-43-33, 42-43-32,
42-43-31, and 42-42-36 West to Military Trl.

EAST – The Atlantic Ocean

WEST – Military Trl.

#6

NORTH – Northlake Blvd

SOUTH – The South Section Line of Sections
(using T-R-S) 42-42-36 West of Military Trl.,
42-42-35, 42-42-34, 42-42-33, 42-42-32, and
42-42-31

EAST – Military Trl.

WEST – The West Section Line of Sections (using
T-R-S) 42-42-18, 42-42-19, 42-42-30, and 42-
42-31

#8

NORTH – The South Section Line of Sections
(using T-R-S) 42-43-34, 42-43-33, 42-43-32,
42-43-31, and 42-42-36 West to Military Trl.

SOUTH – The North Line of the South Half of
Sections (using TRS) 43-43-23, 43-43-22, 43-
43-21, 43-43-20, 43-43-19, and 43-42-24 East
of Military Trl.

EAST – The Atlantic Ocean

WEST – Military Trl

#9

NORTH – The South Section Line of Sections
(using T-R-S) 42-42-36 (West of Military Trl.),
42-42-35, 42-42-34, 42-42-33, 42-42-32, and
42-42-31

SOUTH – The North Section Line of Sections
(using TRS) 43-42-24 West of Military Trl., 43-
42-23, 43-42-22, 43-42-21, 43-42-20, and 43-
42-19

EAST – Military Trl.

WEST – The West Section Line of Sections (using T-R-S) 43-42-06, 43-42-07, 43-42-18, and 43-42-19 North of the South Line of the North Half

#10

NORTH – Northlake Blvd West to Grapeview Blvd, North along Grapeview Blvd, then West along the South Section Line of Sections (using T-R-S) 42-41-08, and 42-41-07, then South along the West Section Line of 42-41-18 until intersecting with the Canal generally delimiting the Northern extent of The Acreage and the Southern extent of the J. W. Corbett preserve, West along the centerline of the Canal through the center of Sections 42-40-13, 42-40-14, 42-40-15, 42-40-17, and 42-40-18, then North along the East Section Line of Section 42-39-13 to the North Line of the South Half of Section 42-39-13, then West along the North Line of the South Half of Section 42-39-13 to the West Section Line of Section 42-39-13

SOUTH – Southern Blvd West of 441, West to the West Section Line of Section (using T-R-S) 43-40-33

EAST – The East Section Line of Sections (using T-R-S) 43-41-01, 43-41-12, 43-41-13, 43-41-24, 43-41-25, and 43-41-36 South to Southern Blvd

WEST – The L-8 Canal South of the South Section Line of Section (using T-R-S) 42-40-31 and West of the West Section Line of Section 43-40-08, the West Section Line of Section 43-40-08 South of the L-8 Canal, the West Section Line of Sections 43-40-16, 43-40-21, 43-40-28, and 43-40-33 South to Southern Blvd

#11

NORTH – The North Line of the South Half of Sections (using TRS) 43-43-23, 43-43-22, 43-43-21, 43-43-20, 43-43-19, and 43-42-24 East of Military Trl.

SOUTH – The South Section Line of Sections (using T-R-S) 44-43-02, 44-43-03, 44-43-04,

44-43-05, 44-43-06, and 44-42-01 East of
Military Trl.

EAST – The Atlantic Ocean

WEST – Military Trl.

#12

NORTH – The North Section Line of Sections
(using TRS) 43-42-24 West of Military Trl., 43-
42-23, 43-42-22, 43-42-21, 43-42-20, and 43-
42-19

SOUTH – The South Section Line of Sections
(using T-R-S) 44-42-01 West of Military Trl.,
44-42-02, 44-42-03, 44-42-04, 44-42-05, and
44-42-06

EAST – Military Trl.

WEST – The West Section Line of Section (using
T-R-S) 43-42-19 South of the North Line of the
South Half, and State Rd 7

#14

NORTH – The South Section Line of Sections
(using T-R-S) 44-43-02, 44-43-03, 44-43-04,
44-43-05,
44-43-06, and 44-42-01 East of Military Trl.

SOUTH – The South Section Line of Sections
(using T-R-S) 44-43-26, 44-43-27, 44-43-28,
44-43-29, 44-43-30, and 44-42-25 East of
Military Trl.

EAST – The Atlantic Ocean

WEST – Military Trl.

#15

NORTH – The South Section Line of Sections
(using T-R-S) 44-42-01 West of Military Trl.,
44-42-02, 44-42-03, 44-42-04, 44-42-05, and
44-42-06

SOUTH – The L-14 Canal

EAST – Military Trl.

WEST – State Rd 7

#16

NORTH – Southern Blvd West of 441, West to the
West Section Line of Section (using T-R-S) 43-
40-33

SOUTH –The South Section Line of Sections
(using T-R-S) 44-41-25, 44-41-26, 44-41-27,
44-41-28, 44-41-29, and 44-41-30 East of the L-
40 Canal

EAST –U.S. Hwy 441 / State Rd 7

WEST –The L-40 Canal and the West Section Line
of Section 43-40-33 South of Southern Blvd

#17

NORTH – The South Section Line of Sections
(using T-R-S) 44-43-26, 44-43-27, 44-43-28,
44-43-29, 44-43-30, 44-42-25, 44-42-26, and
44-42-27 East of Jog Rd

SOUTH – The Boynton Canal

EAST – The Atlantic Ocean

WEST – Jog Rd

#18

NORTH – The L-14 Canal West to the Florida
Turnpike, then North along the Turnpike to the
South Section Line of Section (using T-R-S) 44-
41-29, then West along the South Section Line
of Sections 44-42-30, 44-41-25, 44-41-26, 44-
41-27, 44-41-28, 44-41-29 and 44-41-30 East of
the L-40 Canal

SOUTH – The Boynton Canal

EAST – Jog Rd

WEST – The L-40 Canal

#19

NORTH – The Boynton Canal

SOUTH – The South Section Line of Sections
(using T-R-S) 46-43-03, 46-43-04, 46-43-05,
46-43-06, 46-42-01, 46-42-02, 46-42-03, 46-42-
04, 46-42-05, 46-42-06, State Rd 7 South to the
South Section Line of Section 46-41-01, West
along the South Section Line of Section 46-41-
01 extended to the L-40 Canal

EAST – The Atlantic Ocean

WEST – The L-40 Canal

#20

NORTH – The South Section Line of Sections (using T-R-S) 46-43-03, 46-43-04, 46-43-05, 46-43-06, 46-42-01, 46-42-02, 46-42-03, 46-42-04, 46-42-05, 46-42-06, State Rd 7 to the South Section Line of Section 46-41-01,

West along the South Section Line of Section 46-41-01 extended to the L-40 Canal

SOUTH – The South Section Line of Sections (using T-R-S) 46-43-28, 46-43-29, 46-43-30, 46-42-25, 46-42-26, 46-42-27, 46-42-28, 46-42-29, 46-42-30, 46-41-25, and 46-42-26 East of the L-40 Canal, the portion of the Line formed by these Section Lines West of I-95 generally approximates the C-15 Canal

EAST – The Atlantic Ocean

WEST – The L-40 Canal

#21

NORTH – The South Section Line of Sections (using T-R-S) 46-43-28, 46-43-29, 46-43-30, 46-42-25, 46-42-26, 46-42-27, 46-42-28, 46-42-29, 46-42-30, 46-41-25, and 46-42-26 East of the L-40 Canal, the portion of the line formed by these Section Lines West of I-95 generally approximates the C-15 Canal

SOUTH – The Palm Beach / Broward County Border

EAST – The Atlantic Ocean

WEST – The L-40 and L-36 Canals

#22

NORTH – The Martin / Palm Beach County Border

SOUTH – The Palm Beach / Broward County Border

EAST – From the Martin / Palm Beach County Border, the Bee Line Hwy South to the West Section Line (using T-R-S) of 41-41-18, the

West Section Lines of Sections 41-41-18, 41-41-19, 41-41-30, 41-41-31, 42-41-06, 42-41-07, and 42-41-18 until intersecting with the Canal generally delimiting the Northern extent of The Acreage and the Southern extent of the J. W. Corbett preserve, West along the centerline of the Canal through the center of Sections 42-40-13, 42-40-14, 42-40-15, 42-40-17, and 42-40-18, then North along the East Section Line of Section 42-39-13 to the North Line of the South Half of Section 42-39-13, then West along the North Line of the South Half of Section 42-39-13 to the West Section Line of Section 42-39-13, then South along The West Section Line of South Half of Section 42-39-13, The West Section Line of Sections 42-39-24, 42-39-25, and 42-39-36 North of the L-8 Canal, the L-8 Canal South to the West Section Line of Section 43-40-08, then South along The West Section Lines of Sections 43-40-08 South of the L-8 Canal, 43-40-16, 43-40-21, 443-40-28, and 43-40-33, then South along the L-40 Canal and the L-36 Canal to the Palm Beach / Broward County Border.

WEST – The Shoreline of Lake Okeechobee South to the South Section Line of Section (using T-R-S) 41-37-22, East along the South Section Line of Sections 43-37-22, and 41-37-23, then South along the East Section Line of Sections 41-37-26, 41-37-35, 42-37-02, 42-37-11, 42-37-14, 42-37-23, 42-37-26, and 42-37-35, then West along the South Section Line of Section 42-37-35 to the East Section Line of Section 43-37-02, then South along the East Section Line of Sections 43-37-02, 43-37-11, 43-37-14, 43-37-23, 43-37-26, and 43-37-35, then in a Southerly direction to the East Section Line of Section 44-37-02, then South along the East Section Line of Sections 44-37-02, 44-37-11, 44-37-14, and 44-37-23 to the L-16 Canal, then West along the L-16 Canal and the L-21 Canals, also referenced as the Bolles Canal, to the West Section Line of Section 44-35-34, then North along the West Section Line of Sections 44-35-

34, 44-35-27, 44-35-22, 44-35-15, 44-35-10, 44-35-03, 43-35-34, and 43-35-27 to the Shoreline of Lake Okeechobee, then Westerly along the Shoreline of Lake Okeechobee to the Palm Beach / Hendry County Border, South along the Palm Beach / Hendry County Border to the Palm Beach / Broward County Border

#23

NORTH – The South Section Line of Sections (using T-R-S) 43-37-22 East of Lake Okeechobee, and 41-37-23

SOUTH – The L-16 and L-21 Canals, also referenced as the Bolles Canal

EAST – The East Section Line of Sections (using T-R-S) 41-37-26, 41-37-35, 42-37-02, 42-37-11, 42-37-14, 42-37-23, 42-37-26, and 42-37-35, then West along the South Section Line of Section 42-37-35 to the East Section Line of Section 43-37-02, then South along the East Section Lines of Sections 43-37-02, 43-37-11, 43-37-14, 43-37-23, 43-37-26, and 43-37-35, then in a Southerly direction to the East Section Line of Section 44-37-02, then South along the East Section Line of Sections 44-37-02, 44-37-11, 44-37-14, and 44-37-23 to the L-16 Canal

WEST – The West Section Line of Sections (using T-R-S) 43-35-27 South of the Shoreline of Lake Okeechobee, 43-35-34, 44-35-03, 44-35-10, 44-35-15, 44-35-22, 44-35-27, and 44-35-34 South to the L-21 or Bolles Canal

2 ORDINANCE NO. 2015--02 OF THE CITY OF LAKE WORTH, FLORIDA,
3 ADOPTING A COMPREHENSIVE PLAN TEXT AMENDMENT BY
4 INCORPORATING A WATER SUPPLY PLAN AND AMENDING THE FUTURE
5 LAND USE ELEMENT, INFRASTRUCTURE ELEMENT, COASTAL
6 MANAGEMENT ELEMENT, CONSERVATION ELEMENT,
7 INTERGOVERNMENTAL COORDINATION ELEMENT AND CAPITAL
8 IMPROVEMENTS ELEMENT; PROVIDING FOR SEVERABILITY, CONFLICTS
9 AND AN EFFECTIVE DATE.

10 WHEREAS, the Florida Community Planning Act, Chapter 163, Part II,
11 section 163.3161, *et seq.*, Florida Statutes (The Act), requires each municipality to
12 adopt a comprehensive plan and authorizes amendments thereto; and

13 WHEREAS, the City previously adopted an Evaluation and Appraisal Report
14 (EAR) comprehensive plan amendment on October 20, 2009; and

15 WHEREAS, in the 2009 EAR amendment, the City adopted its 10-Year
16 Water Supply Facilities Work Plan (Water Supply Plan) to coordinate with the South
17 Florida Water Management District's (SFWMD) Lower East Coast (LEC) Water
18 Supply Plan; and

19 WHEREAS, in accordance with Section 373.709 and Section
20 163.3177(6)(c)3, Florida Statutes, the City's Water Supply Plan must be updated
21 when SFWMD updates its LEC Water Supply Plan; and

22 WHEREAS, SFWMD adopted updates to its LEC Water Supply Plan on
23 September 12, 2013; and

24 WHEREAS, the City must now adopt updates to its Water Supply Plan; and

25 WHEREAS, on January 7, 2015, the City of Lake Worth Planning and Zoning
26 Board, sitting as the Local Planning Agency, recommended for approval the
27 proposed update to the Water Supply Plan and associated comprehensive plan
28 amendments, attached hereto as Exhibit "A" and incorporated herein; and

29 WHEREAS, on January 14, 2015, the City Historic Resources Preservation
30 Board also recommended for approval the attached update to the Water Supply
31 Plan and associated comprehensive plan amendments; and

32 WHEREAS, the City Commission has considered the attached update to the
33 Water Supply Plan and associated comprehensive plan amendments; the report
34 prepared by Matthews Consulting; and, the recommendations of staff, the Local
35 Planning Agency and the Historic Resources Preservation Board; and

36 WHEREAS, the City Commission finds amending the comprehensive plan
37 by incorporating the attached update to the Water Supply Plan and adopting the
38 associated comprehensive plan amendments is in the best interests of the city and
39 serves a valid public purpose.

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

42 Section 1. The foregoing recitals are true and accurate and are expressly
43 incorporated herein by reference and made a part hereof.

44 Section 2. The City's comprehensive plan is amended by incorporating the Water
45 Supply Plan, dated December 2014, and adopting the associated comprehensive
46 plan amendments attached hereto as Exhibit "A" and incorporated herein. The
47 associated amendments amend the Future Land Use Element, the Infrastructure
48 Element, the Coastal Management Element, the Conservations Element, the
49 Intergovernmental Coordination Element and the Capital Improvements Element.

50 Section 3. The City Manager or designee shall provide this ordinance and all
51 other necessary documents to the Florida Department of Economic Opportunity and
52 other reviewing agencies in accordance with section 163.3184(3), Florida Statutes.

53 Section 4. All ordinances or parts of ordinances in conflict herewith are hereby
54 repealed.

55 Section 5. If any provision of this ordinance or the application thereof to any
56 person or circumstances is held invalid, such invalidity shall not affect other
57 provisions or applications of this Ordinance which can be given effect without the
58 invalid provision or application, and to this end the provisions of this ordinance are
59 declared to be severable.

60 Section 6. Pursuant to section 163.3184(3)(c)4, Florida Statutes, this ordinance
61 does not become effective until 31 days after the state land planning agency notifies
62 the City that the plan amendment package is complete. If this ordinance as a
63 comprehensive plan amendment is timely challenged, this ordinance does not
64 become effective until the state land planning agency or the Administration
65 Commission enters a final order determining the adopted amendment to be in
66 compliance. No development orders, development permits, or land uses dependent
67 on this ordinance may be issued or commenced before it has become effective.

68 The passage of this ordinance on first reading was moved by Commissioner
69 _____, seconded by Commissioner _____, and upon being put
70 to a vote, the vote was as follows:

71 Mayor Pam Triolo
72 Vice Mayor Scott Maxwell
73 Commissioner Christopher McVoy
74 Commissioner Andy Amoroso
75 Commissioner John Szerdi

76 The Mayor thereupon declared this Ordinance duly passed on first reading on
77 the 3rd day of February, 2015.
78



CITY OF LAKE WORTH

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

AGENDA DATE: February 3, 2015, Regular Meeting

DEPARTMENT: Water Utilities

EXECUTIVE BRIEF

TITLE:

Ordinance 2015-03 – First Reading - amend Chapter 18 to address all city utilities with specific provisions for water, sewer and stormwater.

SUMMARY:

This ordinance will consolidate the city utility systems into Chapter 18 (except solid waste) and provide provisions for water, sewer and stormwater. Many of the provisions currently exist in the city's code, city resolutions or in policies/practice. This ordinance also authorizes the implementation of Policies and Procedures Manuals for Water Utilities and Stormwater.

BACKGROUND AND JUSTIFICATION:

The city currently has ordinances, resolutions and policies/practices for the operations, management and maintenance of its water, sewer, electric and stormwater utilities. City staff desires to consolidate the primary legal requirements of these utilities in Chapter 18 and to create and adopt policies and procedural manuals (PPMs) to supplement the legal requirements and set forth particular specifications, procedures and policies. This ordinance specifically addresses the water, sewer and stormwater utilities. Solid Waste will remain in Chapter 12 (Health and Sanitation) and the electric utility system will updated in Chapter 18 in the near future. The PPMs for water, sewer and stormwater will be presented to the City Commission on second reading of this ordinance (or shortly thereafter) for adoption by the Commission. Once adopted, the PPMs may be modified by the applicable utility director with the approval of the City Manager. All fees and charges are removed from Chapter 18 and will be set forth in the city-wide fee resolution (or may be separated into their own resolution).

MOTION:

I move to approve/not approve Ordinance No. 2015-03 on first reading and schedule the public hearing date for February 17, 2015.

ATTACHMENT(S):

Fiscal Impact Analysis – not applicable

Ordinance

Presentation – Commission Workshop dated 12/9/2014

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ORDINANCE NO. 2015-03 OF THE CITY OF LAKE WORTH, FLORIDA, DELETING CHAPTER 18, "WATER AND SEWERS", AND ADOPTING A NEW CHAPTER 18, "UTILITIES" TO SET FORTH THE ADMINISTRATIVE AND REGULATORY REQUIREMENTS OF THE WATER, SEWER, STORMWATER AND ELECTRIC UTILITY SYSTEMS; AMENDING CHAPTER 2, "ADMINISTRATION", ARTICLE 1, "IN GENERAL", SECTION 2-10, "LIEN OF UTILITY SERVICE CHARGES"; DELETING ARTICLE I, "USE OF STORMWATER SYSTEM" FROM CHAPTER 12, "HEALTH AND SANITATION"; PROVIDING FOR OTHER PURPOSES, SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

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

WHEREAS, the city's code of ordinances contains some of the city's administrative and regulatory requirements for its water, sewer, stormwater and electric utility systems; and

WHEREAS, the city has also adopted resolutions containing other administrative and regulatory requirements for its water, sewer and electric systems; and

WHEREAS, the city desires to consolidate the administrative and regulatory requirements regarding the water, sewer, stormwater and electric systems in chapter 18 of the city's code; and

WHEREAS, this ordinance specifically sets forth the administrative and regulatory requirements regarding the water, sewer and stormwater systems with said requirements for the electric system to be addressed at a future date; and

WHEREAS, the city also desires to adopt a Policy and Procedures Manual to supplement and be a legally binding part of this ordinance; and

WHEREAS, the City Commission has determined that it is in the best interest of the public health, safety and general welfare of the City to adopt this ordinance.

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

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

Section 2. Chapter 18, "Water and Sewers", is deleted, and new Chapter 18, "Utilities" is adopted to read as follows:

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Chapter 18 – UTILITIES

ARTICLE I. GENERAL

Sec. 18-1. Utility systems separated

- (a) The city's electric system, water system and sewer system are hereby separated into the Electric Utilities Department, which includes all aspects of the electric system, and the Water Utilities Department, which includes the water system, local sewer system and regional sewer system.
- (b) The stormwater system and solid waste system shall be separate utilities under the management of the Public Services Department.
- (c) All funding, data and associated records shall be kept separately for the operation and management of the systems. The various systems will continue to cooperate and share services for the benefit of the city.
- (d) Rates, fees, and charges applicable to the city's utilities shall be adopted by resolution unless otherwise set forth in the code.

Sec. 18-2. Lien of utility service charges.

- (a) The city will have liens on all lands or premises served by its water system, sewer system, stormwater system, solid waste system and electric system for all service charges for such services and facilities until paid, which liens shall be prior to all other liens on such lands or premises except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. Such liens, when delinquent for more than thirty (30) days, may be foreclosed by the city in the manner provided by the Laws of Florida for the foreclosure of mortgages on real property.
- (b) A lien established by this section shall be released by the Mayor upon the payment of the service charges and the recommendation of the applicable department director or his or her designee. The release of lien shall be in written form and executed by the Mayor or designee and City Clerk.
- (c) Notwithstanding the provisions of subsection (a) above, the city shall not have a lien on rental properties or rental units when prohibited by section 180.135, Florida Statutes.

ARTICLE II. WATER UTILITY

93
94 **Sec. 18-3. Definitions.**
95

96 The following words, terms and phrases, when used in this chapter, shall have
97 the meanings ascribed to them in this section, except where the context clearly
98 indicates a different meaning:
99

100 Consumer means the property owner, tenant, user and/or any other consumer of
101 any and all services provided under this chapter.
102

103 Sewer System means all piping and works operated by the city for the collection
104 and conveying of sanitary sewage from the pipe connection at the property line
105 fronting the individual properties to the point of final disposition thereof, and all
106 equipment and facilities used in connection therewith, including all pipelines,
107 manholes, trunk lines, pumping equipment, lift stations, purification and treatment
108 facilities and works whatsoever, real or personal, now or hereafter owned or used
109 by the city in the operation of the sewer system which is inclusive of the
110 wastewater system and the local and regional sewer system.
111

112 Water System means all wells, pumping stations, purification plants and other
113 sources of supply of water and all pipes, mains and other parts of the facilities for
114 the transmission and distribution of water, and all equipment and property used
115 in connection therewith and all other facilities of any nature or description, real or
116 personal, now or hereafter owned or used by the city in the supply and distribution
117 of water by its municipally owned water system.
118

119 Water Utility means both the water and sewer system.
120

121 **Sec. 18-4. Service of notice.**
122

123 (a) Any notices, as prescribed herein, shall be deemed to have been properly
124 served if left upon the premises of the owner or consumer or if mailed to
125 the owner or consumer, directed to, or left at the address as shown on the
126 city's utility account records.
127

128 (b) All notices of a general character, affecting or likely to affect more than
129 one hundred owners or consumers, if required by these rules to be given,
130 shall be deemed to have been properly given or served if advertised at
131 least once in a weekly newspaper.
132

133 **Sec. 18-5. Protection of city property.**
134

135 It shall be the consumer's responsibility to properly protect all facilities of the city's
136 water system and sewer system on the consumer's premises or easement. In the
137 event of any loss or damage to the city's water system and sewer system caused
138 by or arising out of carelessness, neglect or misuse by the consumer, the cost of

139 repairing the damage shall be paid by the consumer. Such charges may be
140 added to and collected with the water utility bills.

141

142 **Sec. 18-6. City not liable for failure of service.**

143

144 The city will at all times use reasonable diligence to provide continuous service
145 and having used due diligence shall not be liable to the consumer for complete
146 or partial failure or interruption of service, or for fluctuations in pressure, resulting
147 from causes beyond its control, or through the ordinary negligence of its
148 employees, servants, or agents, nor shall the city be liable for the direct or indirect
149 consequences of interruptions or curtailments made in accordance with the
150 provisions of any of its rate schedules. The city shall not be liable for any act or
151 omission caused directly or indirectly by strikes, labor troubles, accidents,
152 litigation, shutdowns or repairs or adjustments, interference by federal, state, or
153 municipal governments, acts of God, for any damage resulting from the bursting
154 of any main, service pipe, from the shutting off for repairs, extensions or
155 connections, or for the accidental failure of supply from any cause whatsoever.
156 In case of emergency, the city shall have the right to restrict the use of utilities in
157 any reasonable manner for the protection of the public, the city and its utilities.

158

159 **Sec. 18-7. Consumer to indemnify city against certain losses.**

160

161 By applying for and/or receiving service from the city, the consumer agrees to
162 indemnify, hold harmless and defend the city from and against any and all liability
163 or loss in any manner directly or indirectly growing out of the transmission and
164 use of water or sewer system by the consumer at or on the consumer's side of
165 the point of delivery or connection.

166

167 **Sec. 18-8. Consumers to grant easements, etc.; access to premises by city**
168 **employees.**

169

170 The consumer shall grant or cause to be granted to the city without cost all rights,
171 easements, permits, and privileges which are necessary for the rendering of
172 service. Employees of the city and the city's agents and contractors (under the
173 city's direction) shall have safe access at all reasonable hours to the consumer's
174 premises for the purpose of reading meters; installing, inspecting, repairing or
175 removing any of its equipment or facilities; or, for any purpose incidental to the
176 rendering of service. Safe access shall be granted at all times for emergency
177 purposes. Safe access means physical access free from interference of any kind
178 including, but not limited to, pets or other animals, fences or landscaping.

179

180 **Sec. 18-9. Receiving service without paying for same.**

181

182 It shall be unlawful for any person or consumer to receive or attempt to receive,
183 except in the manner expressly authorized, utility service from the city without
184 paying the required rates, fees and charges. The city reserves the right to seek

185 all charges, including without limitation undercharges, not paid in full by the
186 consumer or property owner.

187

188 **Sec. 18-10. Water utilities policy and procedures manual.**

189

190 The city commission will establish standard policies and procedures for the water
191 utilities department by adopting a policy and procedures manual by resolution
192 ("PPM-W" hereafter), which may include, but shall not be limited to, consumer
193 service and billing procedures; extension and connection policies; standard
194 development agreements and forms; minimum design and construction
195 standards; cross-connection control/backflow prevention requirements;
196 pretreatment requirements; and, emergency water use restrictions, which are
197 consistent with and/or supplementary to this chapter and other applicable laws,
198 codes and regulations. After adoption by the city commission, the PPM-W may
199 be amended from time to time based upon recommendations by the Water Utility
200 Director and approval by the City Manager. The PPM-W shall have the same
201 force and effect as a city ordinance.

202 **Sec. 18-11. Application for service.**

203

204 Application for service(s) shall be made on forms furnished by the city and shall
205 constitute an agreement by the consumer with the city to abide by all applicable
206 city ordinances, resolutions and policies as they relate to the water utility. The
207 PPM-W of the city will set forth the process to apply for services.

208

209 **Sec. 18-12. Rates, fees and charges.**

210

211 The city commission shall adopt the rates, fees and charges for water utilities by
212 resolution. The requirement for such rate, fee or charge shall be set forth in this
213 chapter, the code or the PPM-W.

214

215 **Sec. 18-13. Refusal or discontinuance of service by city.**

216

217 As applicable, the city may refuse or discontinue service in accordance with the
218 PPM-W.

219

220 **Sec. 18-14. Deposits.**

221

222 The amount of deposit required for residential or non-residential service; waiver
223 of the deposit; adjustment of the deposit; and, refund of the deposit shall be set
224 forth in the PPM-W.

225

226 **Sec. 18-15. Water meters.**

227

228 The requirements for meter testing and applicable charges, as well as the

229 applicable penalties for tampering with a meter shall be set forth in the PPM-W.

230

231 **Sec 18-16. Meter tampering.**

232

233 Title to meters and metering equipment shall be and remain with the city.
234 Unauthorized connections to, or tampering with the city's meter(s) or meter seals,
235 or indications or evidence thereof, or otherwise tampering with the system, will
236 result in immediate discontinuance of service; criminal prosecution; adjustment
237 of prior bills for services rendered; and/or, reimbursement to the city for all lost
238 revenue, expenses incurred, a field investigation charge and civil liability under
239 section 812.14(5), Florida Statutes, as amended from time to time. The PPM-W
240 shall set forth the city's procedure for recovering expenses including, but not
241 limited to, lost revenue due to alleged theft of service.

242

243 **Sec. 18-17. Connection required.**

244

245 (a) Every person or entity that owns or occupies real property within the city's
246 water or sewer utility service area shall, within 180 days after being
247 notified in writing by the city, connect to the city's water or sewer system
248 when such system is available. The requirements for connecting to the
249 water system are described below. The requirements for connecting to the
250 sewer system are provided in Article V of this chapter.

251

252 (b) Property owners shall be notified when water is available as follows:

253

254 (1) Water service shall be considered available to existing residential
255 dwelling and existing commercial or industrial establishments
256 when a water main is within two hundred (200) linear feet from the
257 nearest point of the property.

258

259 (2) All new dwelling and new commercial or industrial establishments
260 shall be connected to the water system, unless excluded as part of
261 an approved site plan.

262

263 (c) Any owner or occupant refusing, failing or neglecting to make such
264 connections in accordance with the provisions of this section shall be in
265 violation of this section. Violations of this section shall be enforced in
266 accordance with code enforcement procedures by the issuance of a code
267 enforcement citation or notice of violation to the property owner. If a
268 citation is issued, the fine shall be set by resolution or the special
269 magistrate. Each day of violation shall be considered a separate offense.
270 Further, any violation of the provisions of this section may be prosecuted
271 by the city in county court as a misdemeanor of the second degree and

272 punished by a fine and/or imprisonment in the county jail as set forth in
273 the PPM-W. The city shall also be entitled to take any other appropriate
274 legal action, including, but not limited to, cease and desist orders, other
275 administrative action and requests for temporary and permanent
276 injunctions to enforce the provisions of this section. It is the purpose of this
277 subsection to provide additional cumulative remedies to the city to enforce
278 this section.

- 279
280 (d) Applicable charges shall be in effect upon connection or 180 days after
281 notification of the availability of service whichever occurs first.

282 **Sec. 18-18. Extension of water or sewer service facilities of the city.**

- 283 (a) Any person desiring to extend the city's water or sewer service facilities
284 shall do so at his or her own cost and according to the guidelines set
285 forth herein, by city resolution or in the PPM-W. Upon application to the
286 city, the applicant or the city may design and/or construct the proposed
287 facilities at the applicant's cost. All designs shall be approved by the
288 water utilities director.

- 289
290 (b) If the city requires the applicant to install facilities greater than the
291 facilities needed for the applicant's own use, the applicant shall install
292 such facilities as required by the city at the applicant's own cost. The
293 city, under a contract between the city and the applicant, shall reimburse
294 the applicant the excess costs identified as being due to the oversizing
295 of facilities.

- 296
297 (c) The applicant shall be required to extend water and/or sewer facilities
298 across the entire frontage of the applicant's property to the property line
299 with the adjoining property most distant from the point of connection.

- 300
301 (d) Upon completion of the water and/or sewer facilities as set forth in this
302 section, the applicant shall convey such facilities and property rights
303 attendant thereto to the city by an instrument suitable for such purpose.

- 304
305 (e) If the applicant is designing and/or constructing the facilities, the
306 applicant shall provide the required bond and insurance in amounts and
307 coverages satisfactory to the city.

308
309 **Sec. 18-19. City construction standard and city approved products.**

310
311 All utility construction and related product requirements shall be set forth in the
312 PPM-W including without limitation, requirements for plan reviews and

313 inspections for projects requiring a Florida Health Department or Department of
314 Environmental Protection permit.

315
316 **Sec. 18-20. Adjustments to accounts.**

317
318 Consumers who experience an involuntary or extraordinary use of water due to
319 a leak may apply for an adjustment in accordance with the PPM-W.

320
321 **ARTICLE III. EMERGENCY WATER USE**

322
323 **Sec. 18-21. Definitions.**

324
325 The following words, terms and phrases, when used in this article, shall have the
326 meanings ascribed to them in this section, except where the context clearly
327 indicates a different meaning:

328 *District* means the South Florida Water Management District.

329 *Water resource* means any water on or beneath the surface of the ground,
330 including natural or artificial watercourses, lakes, ponds or diffused surface water,
331 and water percolating, standing or flowing beneath the surface of the ground.

332 *Water shortage condition* means that situation when sufficient water is not
333 available to meet present or anticipated needs of persons using the water
334 resource, or when conditions are such as to require temporary reduction in total
335 water usage within a particular area to protect the water resource from serious
336 harm. A water shortage usually occurs due to drought.

337 *Water shortage emergency* means that situation when the powers which can be
338 exercised under 40E-21, Florida Administrative Code, are not sufficient to protect
339 the public health, safety or welfare, or the health of animals, fish or aquatic life,
340 or a public water supply, or commercial, industrial, agricultural, recreational or
341 other reasonable uses.

342
343 **Sec. 18-22. Intent and purpose.**

344
345 It is the intent and purpose of this article to protect the city's water resources from
346 the harmful effects of overutilization during periods of water shortage and allocate
347 available water supplies by assisting the District in the implementation of its water
348 shortage plan. The District's water shortage plan, as set forth in Chapter 40E-21,
349 Florida Administrative Code, as same may be amended from time to time, is
350 incorporated herein by reference as a part of this article.

351
352 **Sec. 18-23. Applicability.**

353
354 This article shall apply to all of the city's water service area and upon the
355 declaration of a water shortage or water shortage emergency within all or any

356 part of the city by the governing board or the executive director of the District and
357 shall invoke the provisions of this section and the PPM-W (as applicable). Upon
358 such declaration, all water use restrictions or other measures adopted by the
359 District applicable to the city, or any portion thereof, shall be subject to
360 enforcement action pursuant to this article. Any violation of the provisions of this
361 article; Chapter 40E-21, Florida Administrative Code; the applicable PPM-W
362 provisions; or, any order issued pursuant thereto, shall be a violation of this
363 article. This article shall not apply to persons using only salt water.

364
365 **Sec. 18-24. Enforcement.**

366
367 Every law enforcement officer having jurisdiction in the area governed by this
368 article shall, in connection with all other duties imposed by law, diligently enforce
369 the provisions of this article. In addition, the City Manager may delegate
370 enforcement responsibility for this article to agencies and departments of the city
371 in accordance with state, local law and applicable ordinances.

372
373 **Sec. 18-25. Penalties.**

- 374
375 (a) Except as may be provided in Chapter 40E-21 or in the PPM-W, violations
376 of the provisions of this article are a civil infraction.
377
378 (b) Each day in violation of this article shall constitute a separate offense. For
379 purposes of this article, no person shall be found to have committed a
380 repeat violation based upon a violation of the provisions of this article that
381 occurred during a prior water shortage or water shortage emergency which
382 is no longer in effect.
383
384 (c) The provisions of this section are an additional and supplemental means
385 of enforcing this article. Nothing contained herein shall prohibit
386 enforcement by any other means, including, but not limited to, emergency
387 injunctive action to enforce the provisions of this article.

388 **Secs. 18-26 – 18-29. Reserved.**

389
390 **ARTICLE IV. BACKFLOW PREVENTION DEVICES**

391
392 **Sec. 18-30. Required.**

393
394 Those consumers of the city's water system, as required and set forth by the
395 PPM-W, shall install and maintain appropriate backflow prevention devices for
396 the protection of the public potable water system from contamination or pollution.

397
398 **Sec. 18-31. Testing.**

399
400 All required backflow prevention devices shall comply with the testing
401 requirements set forth in the PPM-W.

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Secs. 18-32 – 18-39. Reserved.

ARTICLE V. SEWER USE

Division 1. General.

Sec. 18-40. General provisions.

The general provisions of this chapter, the applicable requirements set forth in the PPM-W and this article set forth uniform requirements for consumers of the city wastewater system and the East Central Regional Wastewater Treatment Facility (ECRWWTF) and enable the city and the ECRWWTF to comply with all applicable State and Federal laws including without limitation the Clean Water Act, 33 United States Code section 1251 et seq., and the General Pretreatment Regulations, Title 40 CFR Part 403, and Rule 62-625, F.A.C. (Pretreatment Requirements for Existing and Other Sources of Pollution). The objectives of this article are:

- (1) To prevent the introduction of pollutants into the wastewater facilities that will interfere with its operation;
- (2) To prevent the introduction of pollutants into the wastewater facilities that will pass through the wastewater facilities without adequate treatment and receiving waters, or otherwise be incompatible with the wastewater facilities;
- (3) To protect wastewater facility personnel who may be affected by the wastewater in the course of their employment;
- (4) To promote reuse and recycling of industrial wastewater and sludge from the wastewater facilities;
- (5) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the wastewater facilities; and
- (6) To enable the City of West Palm Beach, which holds the National Pollutant Discharge Elimination System permit on behalf of the ECRWWTF, to comply with the NPDES permit conditions, sludge use and disposal requirements, and any other federal or state laws to which the wastewater facilities are subject.

This article and the applicable provision of the PPM-W shall apply to all consumers and users of the wastewater system, the ECRWWTF and the connected systems which also includes private sewer systems. It authorizes the issuance of individual wastewater discharge permits; provides monitoring, compliance, and enforcement activities; establishes administrative review procedures; and requires user reporting.

Except as otherwise provided, the water utilities director shall administer, implement, and enforce provisions of this article. Any powers granted to or duties

449 imposed upon the director may be delegated by the director to a duly authorized
450 city employee.

451

452 **Sec. 18-41. Use of public sewers required.**

453

454 (a) All premises shall be provided, by the owner thereof, with at least one (1)
455 toilet. All toilets shall be kept clean and in a sanitary working condition.

456

457 (b) No person shall dispose of human excrement except in a working toilet.

458

459 (c) It shall be unlawful to discharge to any natural outlet within the city, or in
460 any area under the jurisdiction of said city, any wastewater or other
461 polluted waters, except where suitable treatment has been provided in
462 accordance with subsequent provisions of this article and the PPM-W.

463

464 (d) Except as hereinafter provided, it shall be unlawful to construct or maintain
465 any privy, privy vault, septic tank, cesspool, or other facility intended or
466 used for the disposal of wastewater.

467

468 (e) All consumers or owners are hereby required, at their expense, to install
469 suitable toilet facilities and shall be responsible for and properly maintain
470 all sewer lines, facilities and/or connections on their property up to and
471 including the connection with the sewer system.

472

473 (f) All sinks, dishwashing machines, lavatories, basins, shower baths,
474 bathtubs, laundry tubs, washing machines, and similar plumbing fixtures
475 or appliances shall be connected to the sewer system; provided that, if
476 sewer service is not available, septic tanks or other private subsurface
477 disposal facilities may be used if approved by the appropriate agency
478 having governing jurisdiction and the city.

479

480 (g) Property owner(s) shall be notified when sewer is available as described
481 below.

482

483 (1) Sewer service shall be considered available to an existing single
484 family dwelling when the dwelling can be connected by gravity flow
485 to a line within 100 feet from the nearest point of the property.

486

487 (2) Sewer service shall be considered available to any new single-
488 family dwelling when the dwelling can be connected by the
489 installation of two hundred (200) linear feet of gravity flow line from
490 the nearest point of the property.

491

492 (3) All other existing dwellings and commercial or industrial
493 establishments shall be connected to the public sewer when the
494 gravity sewer or force main is located within two hundred (200) feet
495 from the nearest point of the property.

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(4) All other new dwellings and commercial or industrial establishments shall be connected to sewer facilities unless excluded as part of an approved site plan.

Sewer charges shall be in effect upon connection or 180 days after notification of the availability of sewer service whichever occurs first.

Sec. 18-42. Building sewers and connections.

No unauthorized person shall uncover, make any connections to or openings into, use, alter, or disturb any public sewer or appurtenance thereto without first obtaining a written permit from the water utilities director and as set forth by the PPM-W.

Division 2. Prohibited Discharge Standards.

Sec. 18-43. Applicability.

The provisions of this division, as supplemented by the PPM-W, shall apply to all users and consumers of the structure, equipment, and processes required to collect, carry away, and treat domestic, industrial, medical, and other wastes and dispose of the effluent including facilities of the city sewer system, the ECRWWTF and the connected systems (the “WWF” hereafter).

Sec. 18-44. Prohibited discharge standards.

Users shall not discharge pollutants into the WWF unless in accordance with this division and the PPM-W.

- (a) Discharge prohibitions. As defined in the PPM-W, no user shall discharge into the WWF any waste or wastewater which may cause pass-through or interfere with the operation or performance of the WWF.
- (b) Compliance with national and local standards. As defined in the PPM-W, it shall be unlawful for any person to discharge any pollutant into the WWF except when such discharge is in compliance with federal standards promulgated pursuant to the Act, and any other more stringent state and local standards. Wastes containing concentrations in excess of the National Categorical Pretreatment Standards are prohibited.
- (c) Local pretreatment standards. Any wastes containing concentrations in excess of the local pretreatment standards as set forth in the PPM-W are prohibited.
- (d) Right of revision. The city reserves the right to establish herein or in the PPM-W or in wastewater discharge permits, more stringent limitations or

543 requirements on discharges to the WWF if deemed necessary to comply
544 with the requirements of this division or applicable law.
545

546 (e) Dilution. No user shall ever increase the use of process water, or in any
547 way attempt to dilute a discharge, as a partial or complete substitute for
548 adequate treatment to achieve compliance with the limitations unless
549 expressly authorized by an applicable federal categorical pretreatment
550 standard, or in any other pollutant-specific limitation developed by the
551 state. The city may impose mass limitations on users which are using
552 dilution to meet applicable pretreatment standards or requirements or in
553 other cases when the imposition of mass limitations is appropriate.
554

555 (f) Septic and industrial waste hauling. Septic and industrial waste hauling
556 shall be governed by the provisions and regulations set forth in the PPM-
557 W.
558

559 (g) Control of discharge. If any wastes or wastewaters are discharged, or are
560 proposed to be discharged, to the WWF which contain the substances or
561 possess the characteristics prohibited by this article and/or the PPM-W,
562 do not meet applicable pretreatment standards and requirements, and/or
563 which may have a deleterious effect upon the WWF, its processes,
564 equipment, or receiving waters, or which otherwise create a hazard to life
565 or constitute a public nuisance, the city may:
566

- 567 (1) Reject the wastes or deny or condition the introduction of new
568 sources of wastewater to the WWF; or
- 569 (2) Require the industrial user to demonstrate that in-plant
570 improvements will modify the discharge to such a degree as to be
571 acceptable; and/or
- 572 (3) Require pretreatment of the industrial user's discharge to ensure
573 compliance with this article; and/or
- 574 (4) Require payment of an industrial waste surcharge to cover the
575 added cost of handling and treating excess loads imposed on the
576 WWF by such discharge. Surcharge amounts shall be established
577 by a resolution of the city, together with a schedule of rates and fees
578 of the WWF. Imposition of industrial waste surcharges for the
579 recovery of treatment costs does not replace or supersede the
580 requirements for pretreatment facilities, should they be found
581 necessary by the city; or,
- 582 (5) Take such other action as set forth in the PPM-W.
583

584 **Sec. 18-45. Pretreatment.**
585

586 (a) Pretreatment facilities. As set forth in the PPM-W, consumers shall provide
587 wastewater treatment as necessary to comply with this division and shall
588 achieve compliance with all categorical pretreatment standards, local
589 limits, and the prohibitions set forth in the PPM-W within the time

590 limitations specified by EPA, the state or the city, whichever is more
591 stringent. Any pretreatment facility shall be provided, operated, and
592 maintained at the user's sole cost and expense. Detailed plans prepared
593 by a registered engineer in the state describing such facilities and
594 operating procedures must be approved in writing by the city before such
595 facilities are constructed. The review and approval of such plans and
596 operating procedures shall not relieve user from the responsibility of
597 modifying such facilities as necessary to produce a discharge in
598 compliance with this division.

- 599
600 (b) Additional pretreatment measures. Additional pretreatment measures,
601 including without limitation the requirement for accidental discharge/slug
602 control plans, shall be as required in the PPM-W.

603
604 **Sec. 18-46. Industrial wastewater discharge permit.**

- 605
606 (a) It is unlawful to discharge industrial waste without a permit. Application for
607 a permit and the process for the same shall be as set forth in the PPM-W.
608 Any violation of the terms and conditions of a permit shall be deemed a
609 violation of this division and shall subject the permit holder to sanctions set
610 out in the code and the PPM-W. Obtaining a permit does not relieve a
611 person of its obligation to comply with all federal and state pretreatment
612 standards or requirements or with any other requirements of federal, state,
613 and local law. The city may require other users, including liquid waste
614 haulers and non-discharging users to obtain permits as necessary to carry
615 out the purposes of this division.

- 616
617 (b) Special agreements. The city reserves the right to enter into special
618 agreements with users setting out special terms under which they may
619 discharge to the WWF. In no case will a special agreement waive
620 compliance with a categorical pretreatment standard or requirement.

- 621
622 (c) Regulation of discharge from other jurisdictions. In the event another
623 jurisdiction or municipality contributes all or a portion of its wastewater to
624 the WWF, the city shall require the jurisdiction or municipality to enter into
625 a multi-jurisdictional agreement with the city or the control authority. The
626 requirements for a multi-jurisdictional agreement shall be set forth in the
627 PPM-W.

628
629 **Sec. 18-47. Reporting requirements.**

630
631 Reporting requirements for users and consumers under this division shall be in
632 accordance with the requirements of the PPM-W.

633
634 **Sec. 18-48. Protection from damage.**

635

636 No person shall maliciously, willfully, or negligently break, damage, destroy,
637 uncover, deface, or tamper with any structure, appurtenance, or equipment which
638 is a part of the WWF. Costs of any damage to WWF caused by such acts or costs
639 associated with additional treatment or alternative disposal method required to
640 meet effluent or sludge treatment and disposal requirements resulting from
641 violations of this division shall be paid by the user or consumer responsible for
642 the violations.

643
644 **Sec. 18-49. Powers and authority of inspectors.**

- 645
646 (a) Authorized representatives of the city, the DEP, and the EPA bearing
647 proper credentials shall be permitted to enter upon any property without
648 prior notification for the purpose of inspection, observation, measurement,
649 sampling, testing review and/or photocopying of records, or investigation
650 as may be necessary in the enforcement of this division. Entry shall be
651 made during daylight or operating hours unless abnormal or emergency
652 circumstances require otherwise.
- 653
654 (b) The city may seek issuance of a search warrant(s) from any court of
655 competent jurisdiction for the following reasons:
- 656
657 (1) Refusal of access to a building, structure or property or any part
658 thereof.
- 659
660 (2) If the city is able to demonstrate probable cause to believe that
661 there may be a violation of this division.
- 662
663 (3) If there is a need to inspect and/or sample as part of a routine
664 inspection and sampling program of the city.
- 665
666 (4) To protect the public health, safety and welfare of the city.

667
668 **Sec. 18-50. Enforcement actions.**

669
670 The escalating enforcement strategy set forth in the PPM-W shall be used by the
671 city when any person is out of compliance with this division. The various types of
672 enforcement actions, including the industrial discharger enforcement procedure
673 (IDEP), shall be used as determined by the city depending on the circumstances
674 of the violation and the PPM-W.

675
676 **Sec. 18-51. Permit fees, surcharges and penalties.**

- 677
678 (a) Permit fees, industrial surcharges and penalties under this division shall
679 be set forth in the PPM-W and as adopted by city resolution.
- 680
681 (b) Any person who violates a provision of this division may be prosecuted in
682 the name of the state in a court having jurisdiction of misdemeanors by the

683 prosecuting attorney thereof, and upon conviction shall be punished by a
684 fine as set forth in the PPM-W.

685

686 (c) Any person who knowingly makes any false statement, representation or
687 certification in any record or other document submitted under this division
688 of industrial user permits shall be subject to fines set forth in the PPM-W.

689

690 **Sec. 18-52. Civil and criminal remedies.**

691

692 In addition to the administrative fines provided in this division, the city is hereby
693 authorized to institute any appropriate action or proceeding, including without
694 limitation suit for injunctive relief and civil penalties up to a maximum amount per
695 day per violation as set forth in the PPM-W, in order to prevent or abate violations
696 of this division. The city may recover reasonable attorney's fees, court costs, and
697 other expenses associated with enforcement of this division, including sampling
698 and monitoring expenses, and the costs of any actual damages incurred by the
699 city.

700

701 (a) Injunctive relief. When the city finds that a user has violated, or continues
702 to violate, any provision of this division, a permit, or order issued
703 hereunder, or any other pretreatment standard or requirement, the city
704 may petition the circuit court for the issuance of a temporary or permanent
705 injunction, as appropriate, which restrains or compels the specific
706 performance of the permit, order, or other requirement imposed by this
707 division on the activities of the user. The city may also seek such other
708 action as is appropriate for legal and/or equitable relief, including a
709 requirement for the user to conduct environmental remediation. A petition
710 for injunctive relief shall not be a bar against, or a prerequisite for, taking
711 any other action against a user.

712

713 (b) Criminal prosecution.

714

715 (1) A user who willfully or negligently violates any provision of this
716 division, a permit, or order issued hereunder, or any other
717 pretreatment standard or requirement shall, upon conviction, be
718 guilty of a misdemeanor, punishable by a fine of not more than the
719 maximum fine allowed under state law per violation, per day, or
720 imprisonment, or both.

721

722 (2) A user who willfully or negligently introduces any substance into the
723 WWF which causes personal injury or property damage shall, upon
724 conviction, be guilty of a misdemeanor and be subject to a penalty
725 of at least the maximum fine allowed under state law, or be subject
726 to imprisonment, or both. This penalty shall be in addition to any
727 other cause of action for personal injury or property damage
728 available under state law.

729

730 (3) A user who knowingly makes any false statements,
731 representations, or certifications in any application, record, report,
732 plan, or other documentation filed, or required to be maintained,
733 pursuant to this division, permit, or order issued hereunder, or who
734 falsifies, tampers with, or knowingly renders inaccurate any
735 monitoring device or method required under this division shall, upon
736 conviction, be punished by a fine of not more than the maximum
737 fine allowable under state law per violation, per day, or
738 imprisonment or both.

740 (4) In the event of a second conviction, a user shall be punished by a
741 fine of not more than the maximum fine allowable under state law
742 per violation, per day, or imprisonment, or both.

744 (c) Remedies nonexclusive. The remedies provided for in this division are not
745 exclusive. The city may take any, all, or any combination of these actions
746 against a noncompliant user. Enforcement of pretreatment violations will
747 generally be in accordance with the city's enforcement response plan.
748 However, the city may take other action against any user when the
749 circumstances warrant. Further, the city is empowered to take more than
750 one (1) enforcement action against any noncompliant user.

751
752 **Sec. 18-53. Notification requirements and affirmative defenses to**
753 **accidental discharge, upset, and bypass.**

754
755 The notification requirements and affirmative defenses to accidental discharge,
756 upset and bypass shall be as set forth in the PPM-W.

757
758 **Sec. 18-54. Confidentiality.**

759
760 Information and data concerning individual industrial users obtained from reports,
761 questionnaires, permit applications, permits, monitoring programs, and
762 inspections shall be available to the public to the extent permitted by state law
763 without restriction unless the industrial user specifically requests and is able to
764 demonstrate to the satisfaction of the city that such release would divulge
765 information, processes, or methods of production entitled to protection as trade
766 secrets under applicable state law. Notwithstanding the foregoing, wastewater
767 constituents and characteristics will not be recognized as trade secrets or
768 confidential information.

769
770 **Sec. 18-55. Violations.**

771
772 Violations of this division may result in the city taking specific action to protect the
773 health, safety and welfare of the city, including without limitation, suspending or
774 disconnecting water and/or wastewater service and/or revoking any and all
775 related permits. The applicable violation procedures, process and requirements
776 shall be set forth in the PPM-W.

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Secs. 18-56 – 18-59. Reserved.

ARTICLE VI. WATER AND SEWER CAPACITY CHARGES

Sec. 18-60. Water and sewer reserve capacity charges.

The city shall require water and sewer reserve capacity charges to offset the capital investments required to provide needed water production and sewer collection and pumping facilities. Water and sewer reserve capacity charges shall be set forth in the PPM-W and the amount or calculation thereof set by city resolution.

Secs. 18-61 – 18-69. Reserved.

ARTICLE VII. STORMWATER UTILITY

Division 1. General.

Sec. 18-70. Authority.

The city is authorized by the Florida Constitution and the provisions of Chapter 166 and section 403.0893, Florida Statutes, to construct, reconstruct, improve, and extend stormwater utility system and to issue revenue bonds and other debts if needed to finance in whole or part the cost of such system and to establish just and equitable rates, fees, and charges for the services and facilities provided by the system.

Maintenance of the stormwater management system includes but is not limited to inlets, conduits, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, swales, and other components as well as natural waterways. All elements of these storm and surface water management systems, which provide for the collection, storage, treatment, and conveyance of stormwater, are of benefit and provide services to all property within the city.

Sec. 18-71. Findings and determinations.

It is hereby found, determined, and declared as follows:

- (1) Those elements of the city stormwater management system which provide for the collection and disposal of stormwater and regulation of groundwater are of benefit and provide services to all property within the incorporated city limits, including property not presently served by the storm elements of the system.

823 (2) The costs of operating and maintaining the city stormwater
824 management system and financing necessary repairs,
825 replacement, improvements, and extension thereof should, to the
826 extent practicable, be allocated in relationship to the benefits
827 enjoyed and services received therefrom.
828

829 **Sec. 18-72. Definitions.**
830

831 For the purpose of this article, the following definitions shall apply; words used in
832 singular shall include the plural, and the plural, the singular; words used in the
833 present tense shall include the future tense. The word "shall" is mandatory and
834 not discretionary. The word "may" is permissive. Words not defined herein shall
835 be construed to have the meaning given by common and ordinary use as defined
836 in the latest edition of Webster's Dictionary.
837

838 *Authorized official* means any employee or agent of the city authorized by the
839 director to administer or enforce the provisions of this article.
840

841 *Availability charge* means a charge to a developer or individual resident to
842 recover the debt service and extension and replacement costs paid for a
843 stormwater management system facility that had been previously constructed,
844 but which serves such developer or individual resident.
845

846 *Best Management Practices (BMPs)* means management techniques recognized
847 to best minimize pollutant and sediment loadings from stormwater runoff.
848

849 *Bonds* means revenue bonds, notes, loans or any other debt obligations issued
850 or incurred to finance the costs of construction.
851

852 *Costs of construction* means costs reasonably incurred in connection with
853 providing capital improvements to the system or any portion thereof, including but
854 not limited to the costs of (1) acquisition of all property, real or personal, and all
855 interests in connection therewith, including all rights-of-way and easements
856 therefor (2) physical construction, installation and testing, including the costs of
857 labor, services, materials, supplies and utility services used in connection
858 therewith, (3) architectural, engineering, legal and other professional services, (4)
859 insurance premiums taken out and maintained during construction, to the extent
860 not paid for by a contractor for construction and installation, (5) any taxes or other
861 charges which become due during construction, (6) expenses incurred by the city
862 or on its behalf with its approval in seeking to enforce any remedy against any
863 contractor or sub-contractor in respect of any default under a contract relating to
864 construction, (7) principal of and interest on any bonds, and (8) miscellaneous
865 expenses incidental thereto.
866

867 *Debt service* means, with respect to any particular fiscal year and any particular
868 series of bonds, an amount equal to the sum of (i) all interest payable on such

869 bonds during such fiscal year, plus (ii) any principal installments of such bonds
870 during such fiscal year.

871

872 *Detention* means the collection and temporary storage of stormwater in such a
873 manner as to provide treatment through physical, chemical or biological
874 processes with subsequent gradual release of the stormwater.

875

876 *Developed property* means real property which has been altered from "natural"
877 state by the addition of any improvements such as a building, structure, or
878 impervious surface. For new construction, property shall be considered
879 developed pursuant to this article: (a) upon issuance of a certificate of occupancy,
880 or upon completion of construction or final inspection if no such certificate is
881 issued; or (b) if construction is at least fifty per cent (50%) complete and
882 construction is halted for a period of three (3) months.

883

884 *Director* means the director of public services or his or her designee.

885

886 *Dwelling unit* means a single unit or apartment providing complete, independent
887 living facilities for one (1) or more persons including permanent provisions for
888 living, sleeping, eating, cooking and sanitation.

889

890 *Equivalent residential unit* or *ERU* means the average impervious area of
891 residential developed property per dwelling unit located within the city and as
892 established by resolution as provided herein.

893

894 *ERU rate* means a utility fee charged on each ERU as established by resolution
895 as provided herein.

896

897 *Extension and replacement* means costs of extensions, additions and capital
898 improvements to, or the renewal and replacement of capital assets of, or
899 purchasing and installing new equipment for, the system, or land acquisition for
900 the system and any related costs thereto, or paying extraordinary maintenance
901 and repair, including the costs of construction, or any other expenses which are
902 not costs of operation and maintenance or debt service.

903

904 *Fee-in-lieu-of* means a charge to a developer or individual resident to recover (1)
905 the costs of construction and debt service on a new stormwater management
906 system facility which serves such developer or individual resident, or (2) the
907 extension and replacement costs necessitated by development undertaken by
908 such developer or individual resident.

909

910 *Fiscal year* means a twelve-month period commencing on the first day of October
911 of any year, or such other twelve-month period adopted as the fiscal year of the
912 utility.

913

914 Impervious area means metal roofed and paved areas, including, but not limited
915 to, areas covered by roofs, roof extensions, patios, porches, driveways,
916 sidewalks, parking areas and athletic courts.

917

918 Nonresidential developed property means developed property that is classified
919 by the property appraiser as land use types 10 through 99 using the Florida
920 Department of Revenue Land Use Codes, as amended or supplemented.

921

922 Operating budget means the annual utility operating budget adopted by the city
923 for the succeeding fiscal year.

924

925 Operations and maintenance means the current expenses, paid or accrued, of
926 operation, maintenance and current repair of the system, as calculated in
927 accordance with sound accounting practice, and includes, without limiting the
928 generality of the foregoing, insurance premiums, administrative expenses, labor,
929 executive compensation, the cost of materials and supplies used for current
930 operations, and charges for the accumulation of appropriate reserves for current
931 expenses not annually incurred, but which are such as may reasonably be
932 expected to be incurred in accordance with sound accounting practice.

933

934 Property appraiser means the office of the county property appraiser.

935

936 Residential developed property means developed property that is classified by
937 the property appraiser as land use types 00 through 09 using the Florida
938 Department of Revenue Land Use Codes, as amended or supplemented.

939

940 Retention means the prevention of stormwater runoff from direct discharge into
941 receiving waters by utilizing discharge systems such as percolation, exfiltration,
942 and evaporation processes.

943

944 Revenues means all rates, fees, assessments, rentals or other charges or other
945 income received by the utility, in connection with the management and operation
946 of the system, including amounts received from the investment or deposit of
947 moneys in any fund or account and any amounts contributed by the city, all as
948 calculated in accordance with sound accounting practice.

949

950 Site of industrial activity or industrial site means any area or facility used for
951 manufacturing, processing or raw materials storage, as defined under 40 CFR
952 section 122.26(a)(14) of the U.S. Environmental Protection Agency, as amended.

953

954 Stormwater means any stormwater runoff, surface runoff and/or drainage.

955

956 Stormwater management system or system means the existing stormwater
957 management system of the city and all improvements thereto used for collecting,
958 storing, and transporting stormwater which by this article is constituted as the
959 property and responsibility of the utility, to be operated as an enterprise fund to,
960 among other things, conserve water, control discharges necessitated by rainfall

961 events, incorporate methods to collect, convey, store, absorb, inhibit, treat, use
962 or reuse water to prevent or reduce flooding, over-drainage, environmental
963 degradation and water pollution or otherwise affect the quality and quantity of
964 discharge from such system.

965
966 Undisturbed parcel means a parcel which has not been altered from its natural
967 state by dredging, filling, removal of trees and vegetation or other activities which
968 have disturbed or altered the topography or soils on the property.

969
970 Utility fee means a utility fee authorized by Florida law and this article which is
971 established to pay operations and maintenance, extension and replacement and
972 debt service.

973
974 Stormwater management utility or utility means the enterprise fund utility created
975 by this article to operate, maintain and improve the system.

976

977 **Sec. 18-73. Establishment of stormwater management utility.**

978
979 (a) The stormwater management utility is hereby established to provide for
980 the general welfare of the city and its residents.

981
982 (b) The director shall be the chief staff member of the utility.

983

984 **Sec. 18-74. Operating budget.**

985
986 The city shall adopt an operating budget not later than the first day of each fiscal
987 year. The operating budget shall set forth for such fiscal year the estimated
988 revenues and the estimated costs for operations and maintenance, extension and
989 replacement and debt service.

990

991 **Sec. 18-75. Required levels of rates for utility fees.**

992
993 The city commission shall require that adequate revenues are generated to
994 provide for a balanced operating budget by at least annually setting sufficient
995 levels of utility fees.

996

997 **Sec. 18-76. Imposition of utility fees.**

998
999 The city commission hereby authorizes the imposition of utility fees on all property
1000 within the city.

1001

1002 **Sec. 18-77. Rate schedule.**

1003
1004 (a) Property classification. For purposes of assessing the utility fee, the
1005 following property classes will identify the customer base:

1006
1007 (1) Residential developed property;

- 1008 (2) Nonresidential developed property; and
- 1009 (3) Undisturbed parcel.
- 1010
- 1011 (b) Computation of utility fee for residential developed property. The utility
- 1012 fee for residential developed property shall be the ERU rate multiplied
- 1013 by the number of individual dwelling units existing on the property.
- 1014
- 1015 (c) Computation of utility fee for nonresidential developed property. The
- 1016 utility fee for nonresidential developed property shall be the ERU rate
- 1017 multiplied by the numerical factor obtained by dividing the total
- 1018 impervious area for a nonresidential developed property by one (1)
- 1019 ERU. The minimum utility fee for any nonresidential developed property
- 1020 shall be equal to one (1) ERU rate.
- 1021
- 1022 (d) Computation of utility fee for undisturbed parcels. Undisturbed parcels
- 1023 shall be exempted from the utility fee.
- 1024

1025 **Sec. 18-78. Billing.**

1026

1027 The frequency of billing is to be established by the city based on an assessment

1028 of the most efficient, effective and equitable method of billing and collections

1029 available to the utility. The utility fee shall be billed at least annually by the city

1030 but no more than twelve (12) times in one calendar year. The utility may pursue

1031 billing and collections of the utility fee through the non-ad valorem levy, collection,

1032 and enforcement method as provided for in chapter 197, Florida Statutes, or as

1033 part of a consolidated statement with other city utilities, or any other manner

1034 authorized by law.

1035

1036 **Sec. 18-79. Adjustment of fees.**

- 1037
- 1038 (a) Requests for adjustment of the utility fee for nonresidential developed
 - 1039 property shall be submitted to the director, who is hereby given the
 - 1040 authority to develop and administer the procedures and standards for
 - 1041 the adjustment of fees as established herein. All requests shall be
 - 1042 judged on the basis of the amount of impervious area on the site. No
 - 1043 credit shall be given for the installation of facilities required by city or
 - 1044 county development codes or state stormwater rules. The following
 - 1045 procedures shall apply to all adjustment requests of the utility fee:
 - 1046
 - 1047 (1) Any customer who has paid his or her utility fee and who believes
 - 1048 his or her utility fee to be incorrect may, subject to the limitations
 - 1049 set forth in this article, submit an adjustment request to the
 - 1050 director.
 - 1051 (2) Adjustment requests shall be in writing and set forth, in detail, the
 - 1052 grounds upon which relief is sought.
 - 1053 (3) Adjustment requests made during the first calendar year that the
 - 1054 utility fee is imposed will be reviewed by the director within a two-

1055 month period from the date of filing of the adjustment request.
1056 Adjustments resulting from such request shall be retroactive to
1057 the beginning of billings, but retroactive adjustment shall not
1058 exceed one (1) year.

1059 (4) The customer requesting the adjustment may be required, at his
1060 or her own cost, to provide supplemental information to the
1061 director, including, but not limited to, survey data approved by a
1062 registered professional land surveyor (R.P.L.S.) and engineering
1063 reports approved by a professional engineer (P.E.). Failure to
1064 provide such information may result in the denial of the
1065 adjustment request.

1066 (5) Adjustments to the utility fee will be made upon the granting of
1067 the adjustment request, in writing, by the director. Denials of
1068 adjustment requests shall be made, in writing, by the director.

1069
1070 (b) Upon receipt of the written denial of an adjustment request, the
1071 customer who initially requested the adjustment may, within thirty (30)
1072 days of receipt of such denial, appeal to the city commission for review
1073 of the denial. Such appeal shall not be a de novo appeal but shall be
1074 based on the material initially submitted to the director.

1075
1076 (1) The commission shall complete its review within thirty (30) days
1077 of receipt of said request for review. The city commission's
1078 determination shall be in writing and set forth, in detail, the reason
1079 or reasons for its decision.

1080
1081 (2) In reviewing denials of adjustment requests, the city commission
1082 shall apply the standards and review criteria contained in this
1083 article.

1084

1085 **Sec. 18-80. Capital contributions.**

1086

1087 (a) Where the city has constructed or plans to construct stormwater facilities
1088 which are proposed to be used by a developer or owner in lieu of a
1089 facility usually required to be constructed by the developer or owner, the
1090 city may accept a capital contribution from the developer or owner and
1091 waive certain construction requirements.

1092

1093 (b) Procedures and standards developed by the city shall define
1094 appropriate means by which to optimize the developer's or owner's
1095 capital contributions in the construction or refunding of stormwater
1096 systems. These capital contributions shall take the form of fee-in-lieu-of
1097 or availability charges. Each situation will be analyzed by the city and a
1098 specific written decision will be developed. The application of each is
1099 defined as follows:

1100

1101 (1) Fee-in-lieu-of is applied to a site specific negotiated procedure,
1102 wherein a development's stormwater contribution (quantity and
1103 quality) is assessed its share of the capital needs of the facilities
1104 required to serve the development in question. This capital
1105 contribution would be used for the construction and refunding of
1106 city-owned stormwater facilities. The process does not apply
1107 when the stormwater facilities are privately held. Each application
1108 is evaluated against the city's master plan, or where the master
1109 plan is incomplete, against the cumulative impacts of the
1110 development.

1111
1112 (2) Availability charge is administered on a site specific basis
1113 identical to the fee-in-lieu-of procedure noted above. The only
1114 difference is that the capital investment advanced by the city in
1115 implementing a stormwater facility is now recovered through an
1116 availability charge. The capital charge is determined on a prorata
1117 share of the capacity used by the new development as measured
1118 by the cumulative impact of the development upon all impacted
1119 facilities applied to the present worth of the original capital
1120 expenditure.

1121
1122 **Sec. 18-81. Program responsibility.**

1123
1124 It shall be the duty of the department of public services to administer the
1125 stormwater management utility. The department shall keep an accurate record of
1126 all persons using the services and facilities of said stormwater management
1127 system of the city and to make changes in accordance with the rates and changes
1128 established in this article.

1129
1130 **Sec. 18-82. Stormwater management utility trust funds.**

1131
1132 There shall be established a stormwater management utility trust fund for the
1133 deposit of all fees and charges collected by the stormwater utility. These funds
1134 shall be for the exclusive use of the city's stormwater management utility,
1135 including but not limited to the following:

- 1136
1137 (1) Administrative costs associated with the management of the
1138 stormwater management utility.
1139 (2) Planning and engineering.
1140 (3) Operation and maintenance of the system.
1141 (4) Funding of pollution abatement devices constructed on
1142 stormwater systems discharging to the surface water of the city.
1143 (5) Debt service financing.

1144 **Sec. 18-83. Stormwater utility policy and procedures manual.**

1145 The city commission will establish standard policies and procedures for the
1146 stormwater utility system by adopting a policy and procedures manual by
1147 resolution (“PPM-S” hereafter), which may include, but shall not be limited to,
1148 rules and regulations for various stormwater procedures, restrictions and BPMs;
1149 extension and connection policies; standard agreements and forms; and,
1150 minimum design and construction standards, which are consistent with and/or
1151 supplementary to this chapter and other applicable laws, codes and regulations.
1152 After adoption by the city commission, the PPM-S may be amended from time to
1153 time based upon recommendations by the Public Services Director and approval
1154 by the City Manager. The PPM-S shall have the same force and effect as a city
1155 ordinance.

1156

1157 **Division 2. Prohibited Discharge Standards.**

1158

1159 **Sec. 18-84. Discharge prohibited to stormwater system.**

1160

1161 Any discharge into the stormwater system in violation of any federal, state,
1162 county, municipal or other law, rule, regulation or permit is prohibited and
1163 unlawful. It is also prohibited and unlawful for any person or facility to deposit any
1164 solids or discharge any liquid or gas that is not identified as acceptable
1165 stormwater or an identified allowable deposit or discharge directly or indirectly
1166 into the stormwater system. Such prohibited deposits and discharges are
1167 determined to be contaminants and or pollutants.

1168

1169 (a) Solids: Solids are defined as materials and particulates suspended in or
1170 capable of being deposited in and or transported by stormwater. The
1171 allowable limits of solids occurring in stormwater are as found in the city's
1172 most recent Stormwater National Pollutant Discharge Elimination System
1173 (NPDES) permit.

1174 (b) Erosion control/construction sites: No property owner or other person
1175 shall allow through purpose or neglect, uncontrolled earthen exposure to
1176 deposit soil and related debris into any stormwater system.

1177 (c) Litter/trash/garbage: No person or facility may deposit any litter, trash, or
1178 garbage in any manner that will result in the material being transported by
1179 or obstructing a stormwater system.

1180 (d) Landscaping materials shall not be deposited in the storm system. All
1181 materials related to lawn and landscape maintenance capable of being
1182 transported by or obstructing a stormwater system must be controlled by
1183 the use of container and cover or compostable bag.

1184 (e) No person or facility shall allow through purpose or neglect the discharge
1185 of any volatile or organic solids, liquids, or gas into a stormwater system
1186 (i.e., benzene, motor oil, anti-freeze, soaps, chlorine, grease, etc.).

1187 (f) No sewage, industrial waste or other waste materials shall be discharged
1188 into the system. Animal feces must be disposed of in an appropriate
1189 manner.

1190 (g) Cooling and/or condensing water may only be discharged to the
1191 stormwater system if a NPDES permit is obtained from the FDEP.

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Sec. 18-85. Exemptions.

The following activities as defined in chapter 62-624.200, Florida Administrative Code, as amended, shall be exempt from the requirements of this division to the extent that these discharges meet state water quality standards:

- (a) Water line flushing;
- (b) Landscape irrigation;
- (c) Rising ground waters;
- (d) Uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20));
- (e) Uncontaminated pumped ground water;
- (f) Discharges from potable water sources;
- (g) Irrigation water;
- (h) Water from crawl space pumps;
- (i) Footing drains;
- (j) Lawn watering runoff;
- (k) Water from individual residential car washing;
- (l) Flows from riparian habitats and wetlands;
- (m) Dechlorinated swimming pool discharges;
- (n) Residual street wash water; and,
- (o) Discharges or flows from firefighting activities.

Sec. 18-86. NPDES permits.

- (a) Any person who holds a NPDES permit which provides for an authorized connection and/or authorized discharge to the city's system or regulated waters, shall provide a copy of such permit to the Department of Public Services no later than 60 calendar days after the effective date of this chapter or 30 calendar days after the issuance of said permits.
- (b) Authorized discharges to the city's system shall be controlled so that they do not impair the operation of the city's system or contribute to the failure of the city's system to meet any applicable local, state, or federal law or regulation.
- (c) Authorized discharges to regulated waters shall be controlled so that they do not adversely impact the quality or beneficial uses of those waters or result in violation of any applicable local, state, or federal law or regulation.

Sec. 18-87. Inspections.

- (a) An authorized official shall be permitted to enter any building, structure, or property for the purpose of inspecting facilities or activities discharging or suspected of discharging to the system or regulated waters in order to enforce this division and to investigate potential violations of this division.

1239 All structures and processes that allow, contribute, or are exposed to
1240 stormwater discharges, and all records concerning them, shall be made
1241 accessible or available to authorized official for monitoring the quality of
1242 existing or potential stormwater discharges. Consent to such access shall
1243 be obtained from a person of suitable age and discretion therein or in
1244 control thereof. If such consent is refused, the city may seek enforcement
1245 pursuant to law.

1246
1247 (b) Any authorized official may install and maintain such devices as are
1248 necessary to conduct sampling or monitoring of discharges to the separate
1249 storm sewer system. During any inspections made to enforce the
1250 provisions of this division, or regulations or permits issued under this
1251 article, any authorized official may take any samples deemed necessary.
1252

1253 (c) The director may require any person engaging in any activity or owning
1254 any property, building or facility (including, but not limited to, a site of
1255 industrial activity) to undertake reasonable monitoring of any discharge(s)
1256 to the stormwater system and to furnish periodic reports.
1257

1258 (d) As part of the NPDES program, FDEP officials may also, at any given time,
1259 request permission to inspect any site or facility for NPDES compliance.
1260

1261 (e) The city may charge the applicable owner or person a reasonable fee for
1262 the cost of on-site inspection or re-inspection of stormwater, erosion, and
1263 sediment control plans associated BMPs if it is found applicant is in
1264 violation. The amount of the fee is established by resolution or ordinance.
1265

1266 **Sec. 18-88. Discharges from commercial, industrial, or construction**
1267 **activities to the stormwater system or regulated waters.**
1268

1269 (a) Stormwater from areas of any commercial, industrial, or construction
1270 activities shall be controlled, treated, and managed on-site using BMPs so
1271 as not to cause an illegal discharge to the city's system or regulated
1272 waters.
1273

1274 (b) All erosion, pollutant, and sediment controls required by any applicable
1275 local, state, or federal permit, including elements of a stormwater pollution
1276 prevention plan required under a NPDES permit and the city's Land
1277 Development Regulations, shall be properly implemented, installed,
1278 operated, and maintained so as to effectively prevent polluted stormwater
1279 discharges.
1280

1281 (c) On-site disposal and temporary storage of construction-related materials
1282 and wastes at construction sites such as discarded building materials,
1283 concrete truck washout, chemicals, litter, and sanitary waste shall be
1284 controlled through effective implementation of BMPs so as to effectively

1285 prevent mixing with stormwater, which may result in polluted stormwater
1286 discharges.

1287
1288 (d) Authorized discharges to the city's system shall be controlled so that they
1289 do not impair the operation of the city's system or contribute to the failure
1290 of the city's system to meet any applicable local, state, or federal law or
1291 regulation.

1292
1293 (e) Authorized discharges to regulated waters shall be controlled so that they
1294 do not adversely impact the quality or beneficial uses of those waters or
1295 result in violation of any applicable local, state, or federal law or regulation.

1296
1297 **Sec. 18-89. Control of pollutant contributions from interconnected systems**
1298 **and privately-owned stormwater facilities.**

1299
1300 Stormwater flows from interconnected stormwater systems and privately-owned
1301 stormwater facilities shall be controlled so that they do not impair the operation
1302 of or contribute to the failure of the receiving stormwater system and privately-
1303 owned stormwater facilities to meet any applicable local, state, or federal law or
1304 regulation. Owners of an interconnected stormwater system and privately-owned
1305 stormwater facilities shall be responsible for the quality within their portion of the
1306 system and shall coordinate with the owners of the downstream (receiving)
1307 interconnected stormwater system.

1308
1309 **Sec. 18-90. Reporting and correction of illegal connections and illegal**
1310 **discharges.**

1311
1312 (a) Persons responsible for and/or currently operating known illegal
1313 connections or illegal discharges shall immediately initiate procedures to
1314 cease discharging and provide suitable containment facilities. Such
1315 procedures shall include a schedule for implementing proposed corrective
1316 measures that must be approved by the Director or the Director's
1317 designee.

1318
1319 (b) The construction, use, maintenance, or continued existence of illegal
1320 connections to the city's system is prohibited. This prohibition includes
1321 illegal connections made prior to the effective date of this section,
1322 regardless of whether the connection was permissible under law or
1323 practices applicable or prevailing at the time of connection. Immediately
1324 upon discovery, persons currently operating an illegal connection shall
1325 initiate procedures to cease discharging, remove said illegal connection,
1326 and proceed in cleanup of any discharge.

1327
1328 (c) As soon as a person responsible for and/or currently operating a
1329 commercial, industrial, or construction activity obtains information of a
1330 suspected and/or potential illegal discharge or illegal connection to the
1331 system or regulated waters from said activity, then all necessary actions

1332 shall be taken to locate the illegal discharge or illegal connection and, upon
1333 discovery, immediately initiate procedures to prevent and/or cease the
1334 illegal discharge and/or remove the illegal connection. Further, a schedule
1335 for implementing additional proposed corrective measures including
1336 authorized containment and cleanup of any discharge shall be submitted
1337 in writing to the Public Services Department for approval prior to
1338 implementation. In the event of a discharge of a hazardous material said
1339 person shall immediately notify emergency response officials of the
1340 occurrence via emergency dispatch services (911).

1341
1342 (d) The city may require, by written notice, that any owner and/or person
1343 engaged in any activity or owning or operating any facility that may cause
1344 or contribute to illegal connections or illegal discharges to the city's system
1345 or regulated waters to undertake at said owner's and/or person's expense
1346 such monitoring and analysis and furnish such reports to the city as
1347 deemed necessary to determine compliance with this section.

1348
1349 (e) All owners and/or persons in violation of this division shall address such
1350 violations immediately. Violations shall be addressed as set forth in this
1351 division by providing a written response to the Public Services
1352 Department, outlining the temporary and permanent measures that have
1353 or will be taken to correct the violation and a proposed schedule for
1354 completion of each of the corrective measures. Corrective actions are
1355 subject to the approval of the Director.

1356
1357 (f) Persons responsible for a discharge which adversely impacts the system
1358 or a regulated water shall be liable for all sampling and analytical costs
1359 incurred in monitoring the discharge; any city, county, state or federal fines
1360 imposed as a result of the discharge; and the cost of removing or properly
1361 treating the discharge for complete restoration of the quality the system
1362 and/or regulated waters.

1363
1364 (g) If the owner and/or person responsible for a violation fail to take corrective
1365 action approved by the Director, the city has the right to take remedial
1366 action as provided in this article. In addition to such remedies, the owner
1367 and/or person responsible for the illegal discharge or illegal connection
1368 shall reimburse all costs incurred by the city in taking such actions and
1369 satisfy all liens imposed for the remedial action.

1370
1371 **Sec. 18-91. Enforcement and penalties.**

1372
1373 (a) This article may be enforced by any method prescribed by law, including
1374 injunctive relief and the provisions of Chapter 162, Florida Statutes. The
1375 director may issue an administrative order to any person to immediately
1376 cease any activity in violation of this article, any applicable law, regulation
1377 or permit.

1378

- 1379 (b) If the owner fails to remedy the violation within the time allotted causing
1380 the city to perform or cause to be performed the work necessary to remedy
1381 the violation, the city shall bill the owner the city's cost of bringing the real
1382 property into compliance. The aforesaid costs shall include all costs to the
1383 city, including direct salary, salary overhead (fringe benefits), inspection
1384 costs, administration costs, billing costs and penalties. If the owner fails to
1385 pay this bill within 30 days of mailing of said bill, the city shall then assess
1386 the total amount of costs against the real property improved. Said
1387 assessment shall constitute a lien as any special assessment on the
1388 property and shall bear the maximum interest rate as permitted by law. In
1389 the event that such lien is not paid, the city may enforce and collect such
1390 lien as the collection and enforcement of any special improvement liens
1391 as provided by this code or the laws of Florida.
1392
- 1393 (c) If a violation of this article is continued, each day of such violation shall
1394 constitute a separate offense.
1395

1396 **Sec. 18-92. Construction sites and construction activities.**
1397

1398 Construction sites and operations shall be required to maintain during and after
1399 all construction, development, excavation and/or alteration operations, structural
1400 and non-structural BMPs with the intent to reduce pollutants and sediment in
1401 stormwater runoff.
1402

- 1403 (a) Construction and operations site plans and permits shall be required and
1404 reviewed by the city prior to the initiation of construction operations. Site
1405 plans shall include descriptions of structures, procedures, and or control
1406 measures designed to reduce and control sediment and pollutant loading
1407 either directly or indirectly to stormwater runoff.
1408
- 1409 (b) Construction or construction operations over any existing or planned
1410 stormwater management system or any such operations causing
1411 interference with any stormwater management system shall not be
1412 permitted.
1413
- 1414 (c) A schedule of inspections for monitoring shall be developed to be carried
1415 out during and after the construction and operation phases as conditions
1416 to the permit to determine and verify compliance with this section.
1417

1418 **Sec. 18-93. Industrial sites and industrial activities.**
1419

1420 Industrial sites and industrial activities determined by the city to contribute
1421 pollutant loadings to stormwater and/or the system shall be inspected and
1422 monitored by the city in order to verify compliance with this section.
1423

- 1424 (a) It shall be unlawful to deposit, spill, dump, or introduce any significant
1425 material or pollutants that may contribute contamination to any surface

1426 area, stormwater, system, and/or stormwater runoff. It shall be unlawful to
1427 deposit, spill, dump or introduce:

- 1428
1429 (1) Substances that settle to form sludge deposits.
1430 (2) Floatable or suspended substances such as debris, oil, scum, and
1431 other materials.
1432 (3) Any significant substance, petroleum product, infectious matter,
1433 toxic or hazardous substance or hazardous material onto surface
1434 areas or to stormwater management systems.
1435 (4) Industrial wastewater, domestic, cooling or any other wastewater
1436 into any area designated to carry stormwater without prior city
1437 approval.

1438
1439 (b) Any site and or activity identified as contributing any significant material
1440 and or pollutants shall be required:

- 1441
1442 (1) To develop and initiate structural systems and or non-structural
1443 management practices designed to reduce and control the
1444 contribution or pollutants to stormwater, surface areas and/or to the
1445 system.
1446 (2) To be inspected and monitored by the city in order to verify
1447 compliance with this section.

1448
1449 **Sec. 18-94. Site runoff control.**

1450
1451 Operations of any dump site shall be conducted to provide for collection, control
1452 and treatment of surface runoff and verification that no significant pollutant
1453 contribution to receiving waters shall occur upon discharge of said runoff.

1454
1455 **Sec 18-95. Alterations or obstructions to stormwater management.**

1456
1457 Alterations or obstructions to any stormwater management system, including
1458 pump stations, sewer lines, structural controls, catch basins, culverts, wetlands
1459 or swales shall be prohibited without prior written approval of the city.

1460
1461 **Sec. 18-96. Herbicide, pesticide, fertilizer applications.**

1462
1463 Companies involved in the application of herbicides, pesticides, fertilizers, or any
1464 regulated material shall be required to adhere to the city's Fertilizer Friendly Use
1465 Regulations Ordinance with the intent of minimizing or preventing over
1466 application and spills and develop plans for spill response and spill control of said
1467 materials.

1468
1469 **Sec. 18-97. Storage Tanks.**

1470
1471 The discharge of hazardous and or significant materials from storage tank
1472 facilities to ground or surface waters, to surface areas, to ground waters during

1473 remediation activities, to stormwater runoff, and/or to any stormwater systems
1474 shall be prohibited.

1475

1476 **Sec. 18-98. Backwash Disposal.**

1477

1478 The disposal of filter backwash water to stormwater management systems shall
1479 be prohibited. Disposal of backwash shall provide for separation before final
1480 disposal to:

1481

1482 (a) Irrigation of pervious surface areas where sufficient pervious area exists,
1483 remote from water supply wells, disposal systems, pits, and septic tanks.

1484

1484 (b) Concentrate Disposal Deep Injection Well.

1485

1485 (c) Sanitary sewers after prior written approval by the city.

1486

1487 **Sec. 18-99. Litter, littering material.**

1488

1489 The accumulation, placing, sweeping, scattering, throwing, or dumping of litter,
1490 or littering material such as dead plants, yard clippings, stagnant water, rubbish,
1491 debris, trash, including any wrecked derelict or partially dismantled motor vehicle,
1492 trailer, boats, machinery, appliances, furniture or similar article, or any unsanitary,
1493 hazardous or significant material upon any surface area, stormwater system or
1494 water body within the city is hereby prohibited.

1495

1496 **Sec. 18-100. Stormwater interagency agreements and stormwater**
1497 **programs.**

1498

1499 The city is authorized to develop interagency agreements and mutually
1500 compatible programs with the South Florida Water Management District, Florida
1501 Department of Transportation, all other local governmental agencies, and all
1502 private agencies; with the intent to control the contribution of pollutants within
1503 inter-system stormwater management system linkages; in order to develop
1504 mutually compatible stormwater management programs and systems; and, to
1505 develop and enforce stormwater management, inspections, and monitoring
1506 programs.

1507

1508 **Sec. 18-101. Determination of compliance or non-compliance.**

1509

1510 The city shall be granted the authority to determine the compliance or non-
1511 compliance with this article based on investigation, surveillance, monitoring,
1512 sampling, testing, and or sound engineering and operational evaluations; and, as
1513 required in any applicable violation hearing or process.

1514

1515 **Sec. 18-102. Effluent standards and water quality criteria.**

1516

1517 The city adopts the criteria set forth in section 62-302, Florida Administrative
1518 Code, "Surface Water Quality Standards", as amended from time to time, as the

1519 minimum surface water criteria and effluent standards for discharges to surface
1520 water.

1521
1522 **Sec. 18-103. On site drainage.**
1523

1524 Prior to the issuance of a building permit for construction on property, a site
1525 drainage plan and drainage computations shall be submitted for approval by the
1526 director or designee. The drainage plan must indicate facilities which will totally
1527 contain on-site a three-year one-hour storm event and such facilities must be
1528 constructed prior to final inspection by the city.

1529
1530 **ARTICLE VIII. ELECTRIC UTILITY**

1531 **Reserved.**

1532
1533
1534 Section 3. Section 2-10 of the city's code, "Lien of utility service charge" is
1535 amended in its entirety to read:

1536
1537 As set forth herein, the city shall have liens on all lands or premises served by
1538 the city's utility systems and as otherwise provided in the code or by resolution.

1539
1540 Section 4. Article I, "Use of Stormwater System", of Chapter 12, "Health and
1541 Sanitation" of the city's code, is deleted in its entirety.

1542
1543 Section 5. Severability. If any section, subsection, sentence, clause, phrase or
1544 portion of this Ordinance is for any reason held invalid or unconstitutional by any
1545 court of competent jurisdiction, such portion shall be deemed a separate, distinct,
1546 and independent provision, and such holding shall not affect the validity of the
1547 remaining portions thereof.

1548
1549 Section 6. Repeal of Laws in Conflict. All ordinances, resolutions or parts of
1550 ordinances or resolutions in conflict herewith are hereby repealed to the extent
1551 of such conflict; provided that, all ordinances, resolutions or parts thereof as they
1552 pertain to the electric utility system shall remain in full force and effect.

1553
1554 Section 7. Codification. The sections of the ordinance may be made a part of
1555 the City code of ordinances and may be re-numbered or re-lettered to accomplish
1556 such, and the words "ordinance", "chapter", "article", "section", or "division", may
1557 be changed as appropriate.

1558
1559 Section 8. Effective Date. This ordinance shall take effect ten (10) days after
1560 adoption.

1561
1562 The passage of this Ordinance on first reading was moved by
1563 Commissioner _____, seconded by Commissioner _____, and
1564 upon being put to a vote, the vote was as follows:
1565

1566 Mayor Pam Triolo
1567 Vice Mayor Scott Maxwell
1568 Commissioner Christopher McVoy
1569 Commissioner Andy Amoroso
1570 Commissioner John Szerdi
1571
1572

1573 The Mayor thereupon declared this Ordinance duly passed on first reading
1574 on the 3rd day of February, 2015.
1575
1576

1577 The passage of this Ordinance on second reading was moved by
1578 Commissioner _____, seconded by Commissioner _____, and
1579 upon being put to a vote, the vote was as follows:
1580

1581 Mayor Pam Triolo
1582 Vice Mayor Scott Maxwell
1583 Commissioner Christopher McVoy
1584 Commissioner Andy Amoroso
1585 Commissioner John Szerdi
1586

1587 The Mayor thereupon declared this Ordinance duly passed and enacted
1588 on the 17th day of February, 2015.
1589
1590

1591 LAKE WORTH CITY COMMISSION
1592

1593
1594 By: _____
1595 Pam Triolo, Mayor
1596

1597 ATTEST:

1598
1599 _____
1600 Pamela J. Lopez, City Clerk
1601
1602



WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

- **MUNICIPAL CODE SECTION 18 CURRENTLY GOVERNS**
- **POLICIES ARE IN MULTIPLE DOCUMENTS**
- **SOME FEES ARE IN ORDINANCES WHILE RATES ARE IN RESOLUTIONS**
- **POLICIES DO NOT REFLECT CURRENT PRACTICES**
- **ORDINANCES AND POLICIES DO NOT MATCH**



WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

- **NEW ORDINANCE, ARTICLE 18, PROVIDES LEGAL BASIS FOR WATER & SEWER REQUIREMENTS**
- **POLICIES AND PROCEDURES MANUAL (PPM-W) PROVIDES REQUIREMENTS TO IMPLEMENT ORDINANCE**
- **RATES AND FEES ARE IN SEPARATE RESOLUTIONS**
- **NEW ORDINANCE AND POLICIES MATCH**
- **NEW POLICIES INCLUDE:**
 - **CHANGES TO CURRENT PRACTICES**
 - **EXPANSION POLICIES**



WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

HEALTH AND SAFETY IMPROVEMENTS

**LAKE WORTH IS A COMPACT URBAN ENVIRONMENT WITH
POCKETS THAT STILL USE WELLS OR SEPTIC TANKS**

- REQUIRE ALL DEVELOPED PROPERTIES IN CITY TO
CONNECT TO WATER IF AVAILABLE**
- REQUIRE ALL DEVELOPED PROPERTIES IN CITY TO
CONNECT TO SEWER IF AVAILABLE**



WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

IMPROVED REGULATIONS

- REGULATE COMMERCIAL PROPERTIES THAT PRODUCE FATS, OILS AND GREASE TO REDUCE SEWER BACKUPS**
- REQUIRE TESTING OF BACKFLOW PREVENTERS TO MEET EXISTING ORDINANCE AND HEALTH DEPARTMENT RULES TO PREVENT WATER SYSTEM CONTAMINATION**
- ADD REGULATIONS AND INSPECTIONS FOR PRIVATE SEWER SYSTEMS TO ASSURE MAINTENANCE AND REDUCE ENVIRONMENTAL IMPACTS**



WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

RATE STRUCTURE CHANGES

- ALL RATES, FEES AND CHARGES ARE APPROVED BY RESOLUTION OF CITY COMMISSION**
- ESTABLISH A MINIMUM BILL FOR CONNECTED PROPERTIES TO PAY FAIR CHARGE FOR FIXED COSTS**
- ADD A WATER/SEWER DEVELOPMENT REVIEW FEE**
- PROVIDE ECONOMIC DEVELOPMENT INCENTIVE RATE FOR 10 NEW JOBS AND MINIMUM 1.5" WATER CONNECTION**



WATER AND SEWER UTILITY DEPARTMENT ORDINANCE AND POLICIES MANUAL

WATER AND SEWER EXPANSION PROGRAM

- DEPARTMENT WILL EXPAND WATER AND SEWER SERVICE TO ALL PROPERTIES IN CITY NOT CURRENTLY COVERED**
- CONNECTION CHARGES WILL RECOVER EXPANSION COSTS**
- USE VOLUNTARY ASSESSMENTS TO EXPAND WATER AND SEWER WITHIN SERVICE AREA OUTSIDE CITY**
- DELAY PAYMENT OF 25% SURCHARGE OUTSIDE CITY FOR 10 YEARS IF EXISTING PROPERTIES CONNECT TO WATER/SEWER**
- AUTHORIZE USE OF MUNICIPAL BULK WATER AGREEMENTS FOR INCREASED USAGE**





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, FEBRUARY 17, 2015 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Reverend Elie Louissant, Salem Haitian Evangelical Lutheran Church
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner John Szerdi
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Historic Resource Preservation Board 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)
 - A. Approval of contract with Cedars Electro-Mechanical, Inc. for the replacement of the chiller unit at the Public Safety Complex
 - B. Authorize the use of outside legal services for Fiscal Year 2015
10. **PUBLIC HEARINGS:**
 - A. Ordinance 2015-XX - Second Reading and Public Hearing amending Chapter 18, "Water and Sewers" in intirety to read, Chapter 18, "Utilities"
11. **UNFINISHED BUSINESS:**

12. NEW BUSINESS:

- A. Resolution No. 2015 - XX - Policies and Procedures Manual - Water Utilities
- B. Resolution No. 2015-XX - Fees and Charges - Water Utilities

13. LAKE WORTH ELECTRIC UTILITY:

- A. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
- B. **PUBLIC HEARING:**
- C. **NEW BUSINESS:**

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

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.