



## 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, APRIL 21, 2015 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Pastor Leonce Estimable, Church of God Christian Fellowship
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Christopher McVoy
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
  - A. City Commission Special Meeting - March 16, 2015
  - B. City Commission Meeting - March 24, 2015
  - C. City Commission Special Meeting - April 7, 2015
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
10. **PUBLIC HEARINGS:**
  - A. Resolution No. 13-2015 - abandon a portion of a 10 foot utility easement
11. **UNFINISHED BUSINESS:**
12. **NEW BUSINESS:**
  - A. Resolution No. 14-2015 - authorize a Memorandum of Understanding with the County to submit a grant application to the US Dept. of Commerce, Economic Development Administration for infrastructure improvements in the Park of Commerce

- B. Resolution No. 15-2015 - request County to place Boutwell Road and 10th Avenue North intersection on their Capital Improvement Program for 2016
- C. Interlocal Agreement with Palm Beach County for the transfer of floating dock from Snook Islands to the Bryant Park Boat Ramp
- D. Contract with Vance Construction to remove and transfer a portion of Snook Islands floating dock to the Bryant Park Boat Ramp
- E. Adopt the Lake Worth Urban Forest Management Plan for the inventory of all trees located within the City
- F. Notice to nominate five Cultural Plaza Ficus Trees as historic

**13. LAKE WORTH ELECTRIC UTILITY:**

- A. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
- B. **PUBLIC HEARING:**
- C. **NEW BUSINESS:**
  - 1) Notification letter to Orlando Utilities Commission to extend the term of the purchased power agreement

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

- A. May 5, 2015 draft Commission agenda

**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.

**MINUTES  
CITY OF LAKE WORTH  
CITY COMMISSION SPECIAL MEETING  
MARCH 16, 2015 – 5:30 PM**

The meeting was called to order by Mayor Triolo on the above date at 5:30 PM in the City Commission Chamber, located at 7 North Dixie Highway, Lake Worth, Florida.

**1. ROLL CALL:**

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

Mayor Triolo announced the March 17, 2015, Commission meeting was rescheduled to March 24, 2015, and the March 21, 2015, Commission Work Session was postponed until further notice.

**2. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Commissioner Christopher McVoy.

**3. NEW BUSINESS:**

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

RESOLUTION NO. 10-2015 OF THE CITY OF LAKE WORTH, FLORIDA, CERTIFYING THE OFFICIAL RESULTS OF THE MUNICIPAL GENERAL ELECTION HELD MARCH 10 2015; AND PROVIDE FOR AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Resolution No. 10-2015 to certify the returns of the officials of the municipal election.

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

**4. COMMENTS FROM OUTGOING CITY COMMISSIONER:**

- A. Commissioner, District 4 – John Szerdi  
Commissioner Szerdi congratulated Christopher McVoy and Ryan Maier on winning the election. He said a newspaper article about developing the beach “popped up”, just before the election, which effectively scared the people. Telling everyone that he had an ethics complaint also worked. He said he always spoke truthfully and, to those who did not know him, he asked that they prove him otherwise.

He said being a part of this Commission was rewarding, he made many friends, no one needed a title to lead a community, and hoped there would be a balance. He thanked the City Manager, City Attorney, Directors, and all of the hard working staff. He thanked the Mayor and other City Commissioners for working well together over the past two years. He said over 90% of the votes taken on the dais were unanimous and hoped that would continue. He said he was disappointed with the low voter turnout and that about 5% of the registered voters voted. He commented that Lake Worth gained respect with its surrounding cities.

**5. SWEARING IN OF NEWLY ELECTED OFFICIALS BY THE ASSISTANT CITY ATTORNEY:**

- A. Commissioner, District 2 – Christopher McVoy

Assistant City Attorney Goddeau administered the Oath of Office to Christopher McVoy as Commissioner, District 2.

- B. Commissioner, District 4 – Ryan Maier

Assistant City Attorney Goddeau administered the Oath of Office to Ryan Maier as Commissioner, District 4.

**6. NEWLY ELECTED OFFICIALS' COMMENTS:**

- A. Commissioner Christopher McVoy

Commissioner McVoy thanked John Szerdi for his two and one-half years of service and said it was a major responsibility for those seated on the dais. It was important to recognize that it took a team of people to make things happen. He thanked the supporters for making this happen. The City had been focused on numbers for the past few years, but said he believed this City was more than numbers. It was a place about people. A place where people lived, raised families, enjoyed their homes, and safety of their homes. The City was diverse and there was a strong commitment to that diversity. He said his goal was to capitalize on that diversity, make everyone feel welcomed, and to interact with each other. He said he was looking for events and facilities that would bring people together. There was a need to build pride. The City was known for being different. There was creativity in the City, and there was a need to build on that. He said his goal was to build on those strengths. Build the downtown, but most of the City was not downtown. People lived in neighborhoods, and there was a long way to go. There was a need for roadways, traffic calming, and more crime prevention. There was a need to: reduce noise in the community and to take pride in the community's appearance, increase code enforcement because there were too many vacant and abandoned structures, train code enforcement officials to use discretion, strengthen the Building Department

and learn how to help people, and improve governance and transparency. As a community, there was a need to know and hear them in a timely fashion. Public input was important and to listen in a diverse community to get a sense of what people wanted. There was a vote on the bond issue and a need to bring that whole concept back to the community, not the details of the Lake Worth 2020 projects, but what it would take to improve the community. He supported keeping the beach public and accessible for all. There was a need for energy, food, and landscaping sustainability. The City was a unique community that needed economic development. There was a need to build on the City's unusualness to attract young entrepreneurs' interested in green. He said those were the directions needed to strengthen the community.

B. Commissioner Ryan Maier

Commissioner Maier thanked the Commission for having them on his side, for his team for giving up their time to see that he was heard, and for attending this forum. He said he wanted to honor Commissioner Szerdi because he worked hard for the City and ran a fair campaign. He said it had to have been difficult for him to make his outgoing comments. There was a national nod for an open society and transparency was at the heart of this political platform. The people of Lake Worth sent a big message. They wanted transparency, they wanted the beach, they wanted their votes respected by their Commission, and they wanted to be treated as the City's best asset. He said he was happy to be here and was humbled to serve the residents as Commissioner, District 4.

7. **ADJOURNMENT:**

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to adjourn the meeting at 5:57 PM.

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

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: April 21, 2015

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

**MINUTES  
CITY OF LAKE WORTH  
REGULAR MEETING OF THE CITY COMMISSION  
MARCH 24, 2015 – 6:00 PM**

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

**1. ROLL CALL:**

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and Ryan Maier. Also present were City Manager Michael Bornstein, Assistant City Attorney Christy Goddeau, and Records and Information Manager Deborah Andrea.

**2. INVOCATION:**

The invocation was offered by Ted Brownstein, Baha'i Faith of Lake Worth.

**3. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Commissioner Andy Amoroso.

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

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

- Reorder Consent Agenda, Item A to New Business as Item A – Contract with four companies for City fleet maintenance services;
- Reorder Consent Agenda, Item B to New Business as Item B – Contract with five companies for City fleet parts and accessories services;
- Reorder Consent Agenda Item C to New Business as Item C – Contract with five companies to supply and deliver fuel for the City's Fleet Maintenance Division;
- Add to New Business, Item D – Cancel the Invitation to Negotiate ITN No. 14-211 City of Lake Worth Beach Complex, Casino Building Vacant Space, and Municipal Pool; and
- Approve the agenda as amended.

Comments/requests summaries:

1. Assistant City Attorney Goddeau explained the Invitation to Negotiate (ITN) process and commented that the Selection Committee had an evaluation meeting on March 31, 2015, followed by a public meeting to make their recommendation. She said if the Section Committee made their recommendation on March 31, 2015, it would have to be an add on to the Commission's April 7, 2015, meeting because of the agenda distribution deadline.

2. Commissioner McVoy commented that there was a certain skepticism in the community about the Casino Building. There were plans to have public meetings about the Casino Building plans in the community, but there were none. He said he was told that the ITN was about renting the Casino Building's upper level. He requested the process be open.
3. Mayor Triolo commented that the ITN issue was brought to the Commission, and the elected officials were told about the process. All of the elected officials were present, and all agreed.
4. Vice Mayor Maxwell commented that there was a condominium association meeting last night and Hudson Holdings did not talk about the ITN.
5. Commissioner McVoy commented that he was present at the condominium association meeting and heard Hudson Holdings talk about the ITN.
6. Mayor Triolo explained that the Selection Committee vetted all ITN proposals. A public meeting on the issue would be scheduled after the Selection Committee was finished. She said she looked forward to seeing the proposals.
7. Mayor Triolo asked the Commission to allow the members of the Selection Committee to do their jobs.
8. Commissioner Amoroso commented that the next Selection Committee meeting was on March 31, 2015. After that a public meeting with the Committee and public would then be scheduled. The issue would then be brought before the Commission.
9. City Manager Bornstein explained that the Casino Building included the area between the building and pool, pool area, and green space.

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

**5. DESIGNATE APPOINTMENTS:**

**A. Vice Mayor and Vice Mayor Pro Tem**

Action: Motion made by Commissioner Maier and seconded by Commissioner McVoy to appoint Commissioner McVoy as Vice Mayor.

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

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

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

Action: Motion made by Commissioner Maier and seconded by Commissioner McVoy to appoint Commissioner McVoy as Vice Mayor Pro Tem.

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to appoint Commissioner Amoroso as Vice Mayor Pro Tem.

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

**B. Various organizational appointments:**

**1) Metropolitan Planning Organization liaison**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to appoint Mayor Triolo as the Metropolitan Planning Organization's liaison.

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

**2) Palm Beach County League of Cities liaison**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to appoint Vice Mayor Maxwell as the Palm Beach County League of Cities' liaison.

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

**3) Treasure Coast Regional Planning Council liaison**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to appoint Commissioner Maier as the Treasure Coast Regional Planning Council's liaison.

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

**4) Florida Municipal Power Agency liaison**

Action: Motion made by Commissioner McVoy and seconded by Vice Mayor Maxwell to appoint Commissioner McVoy as the Florida Municipal Power Agency's liaison.

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

**5) Downtown Cultural Alliance liaison**

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to appoint Commissioner Maier as the Downtown Cultural Alliance's liaison.

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to appoint Commissioner Amoroso as the Downtown Cultural Alliance's liaison.

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

**6) Community Redevelopment Agency liaison**

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to appoint Commissioner Amoroso as the Community Redevelopment Agency's liaison.

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

**7) Lake Worth Sister City Board liaison**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to appoint Commissioner Maier as the Lake Worth Sister City Board's liaison.

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

**8) Neighborhood Association Presidents' Council liaison**

Action: Motion made by Commissioner Maier and seconded by Commissioner McVoy to appoint Commissioner Maier as the Neighborhood Association Presidents' Council liaison.

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

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to appoint Mayor Triolo as the Neighborhood Association Presidents' Council liaison.

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

**6. PRESENTATIONS:**

**A. Board of Trustees Employees' Retirement System update**

Pete Strong, Actuary for the Board, commented that the funded ratio was up, market value was about \$33.2 million, and there was \$2.1 million in gains. In comparison to other cities, Lake Worth was slightly below average, but was improving. He said the City's contribution into the System should decrease if the market stayed smooth.

**B Neighborhood Association Presidents' Council update**

Jon Faust, President, provided an update on the meetings held with speakers; raising \$4,000 for neighborhoods; organized the raft race and said they were working on this year's theme; applied for and received money from two grants, and three more grants would be applied for; American Flags were collected and a banquet held for veterans; reported on all of the things they supported; and said they had a bier garden during Evenings on the Avenue.

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

Vice Mayor Maxwell: said he went to Tallahassee about the City's request for \$7.5 million in State appropriation funds and was looking for a positive response from them for Boutwell Road and the Park of Commerce projects.

Commissioner McVoy: announced Mangrove trees were being planted along the Intracoastal Lagoon, said permits to cut Mangroves were issued, some of the Mangroves were cut, and asked for any requests to cut Mangroves be brought before the City Tree Board and City Commission; and said he wanted to give a "Shout Out" to the lifeguards for their quick action at the beach.

City Manager Bornstein announced that the lifeguards would be recognized during a Commission meeting.

Commissioner Amoroso: announced the Easter Egg Hunt at Bryant Park, Evenings on the Avenue, art show, Wizard of Oz sing along for children at the Lake Worth Playhouse, Movie Nights in the Plaza, Parrot Cove Home Tour, and Earth Day events. He said volunteers for junior lifeguards and the new visitor center were needed. He said City greenway projects were being funded with Community Development Block Grant (CDBG) money, said he served on a committee to get more funds, and asked for discussion about CDBG funds to be scheduled at a Commission work session meeting. He commented that he was working on grants with the Community Redevelopment Agency (CRA), they received \$500,000 in Catalyst Grant Funds because of the City's partnership with the CRA, was working on a \$200,000 Palm Healthcare Foundation grant, and said he would inform the Commission and public on where the funds would be used. He commented that work had begun on the dais to offer small business loan benefits to new businesses.

Commissioner Maier: said he had been a liaison to the community at large since January by going door to door, the beach was the primary issue on everyone's mind, and asked for a more open process.

Mayor Triolo: asked for the new visitor's center to have WiFi, announced the Metropolitan Planning Organization's meeting was cancelled; and said she and a group of individuals went to Tallahassee asking for grant money, thanked the group for going, said work done by staff set the City up to go after as much State funds as possible with "shovel ready" projects, and commented that the process to get "shovel ready" projects should have been done years ago. She said she made a presentation before the State's Transportation Committee, this was the first time the Committee vetted its meetings based on priority needs, and Lake Worth was second. The Committee spoke about getting funds for Boutwell Road and Park of Commerce and said she was hopeful good news would be coming.

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

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Barbara Jean Webber, Katie McGiveron, Peter Timm, Helena Guile, Loretta Sharpe, Greg Rice, Peggy Fisher, Susan Ona, Retha Lowe, John Szerdi, Paul J. Martin, and Jon Faust.

The following individuals spoke on issues written on their comment cards:

Ted Brownstein explained that the interfaith network was a collection of faith-based groups wanting to bring people together. They were involved with the

Martin Luther King, Jr. breakfast, National Day of Prayer, and Service of Gratitude on Thanksgiving events.

Rick Riccardi congratulated Commissioners McVoy and Maier on winning the election; thanked Commissioner Amoroso for his report; said new businesses would not come to the City unless the City relaxed its codes; and asked for something to be done to get prostitutes off the streets, Dixie Highway to be cleaned up, and valet parking on Lake Avenue.

Lynn Anderson congratulated Commissioners McVoy and Maier for being reelected and elected, asked for trust to be restored and demand transparency, and wanted the downtown building heights kept lower.

Comments/requests summaries:

1. Commissioner Amoroso commented about changing the pictures currently on the website.
2. Commissioner Amoroso commented that use of the "N" word was not acceptable and said he would not tolerate racism.
3. Vice Mayor Maxwell commented that he would never use the "N" word; was disgusted when he heard about someone using the "N" word in the Commission Chamber; and said that if he heard that word, the individual would be kicked out.
4. Vice Mayor Maxwell commented that he did not understand why people could not see the racism in this City, said he saw a distribution list of individuals receiving racist email, and asked for ugliness on blogs to stop.
5. Vice Mayor Maxwell commented that he had not seen an opinion from the Inspector General's Office on Sunshine Law. He said he was tired of lies being said, wanted the City to move forward and better people's lives, and requested someone come to the City and explain the Sunshine Law.
6. Vice Mayor Maxwell commented that if lies from the Commission were being said he would stop the meeting and call the individual on it.
7. Commissioner McVoy commented that the community wanted transparency and wanted to know about major decisions being made by the City. The community wanted to hear about issues early in the process and for the Commission to listen to them.
8. Commissioner McVoy commented that he would be cautious about calling people racists.

9. Commissioner McVoy commented that he did not have a clear understanding about what the Commission could and could not do, how many Commissioners could and could not attend neighborhood association meetings, asked if it was good policy for the Commission to meet together behind locked doors for dinner prior to a meeting, and said he did not think the Commission should meet together unless they were "on the dais."
10. Mayor Triolo commented that she disagreed with Commissioner McVoy's comments and that the only time he brought up the issue of eating together was three weeks before the election. She explained that the simple reason the Commission had dinner together was because they were coming from work and did not have time to eat or joke together. She asked the Commission to come together because when they looked bad they did not come together for Lake Worth. She said the City was finally getting funding, was doing "cool" things for the community, and asked the Commission to keep it going.

Mayor Triolo left the meeting at 8:01 PM and passed the gavel to Vice Mayor Maxwell.

Comments/requests summaries:

11. Commissioner Maier commented that the individual who said the "N" word in the Commission Chamber should have been ejected from the room. He said he was an advocate for civil rights and was gay. Moving forward, he said he hoped that the idea about use of the "N" word not being tolerated would be embraced.
12. Commissioner Maier commented that the Commission held to a higher standard regarding the Sunshine Law. It was about setting the bar higher, not being inconvenienced. The Commission represented the people and gave up their rights to private lives. He said he wanted to be the best run, most transparent City there was.
13. Commissioner Maier commented about adopting an ordinance to protect residents from noise.

**9. APPROVAL OF MINUTES:**

Action: Motion made by Commissioner McVoy to request the February 17, 2015, minutes be amended to reflect that he was flying to Tallahassee because of his concern about Sunshine issues and because all of the elected officials were driving up together in a van. He asked for the minutes to clarify this as his reason for flying. The motion was not seconded.

Action: Amended motion made by Commissioner McVoy and seconded by Commissioner Amoroso to request the City Clerk listen to the audio and provide a verbatim on the February 17, 2015, minutes regarding Commissioner McVoy's comments about his travel to Tallahassee.

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

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to approve the following minutes as amended.

- A. City Commission Work Session – February 10, 2015**
- B. City Commission Meeting – February 17, 2015**
- C. City Commission Special Meeting – February 23, 2015**

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

**10. CONSENT AGENDA:**

- A. (Reordered to New Business as Item A) Contract with four companies for City fleet maintenance services**
- B. (Reordered to New Business as Item B) Contract with five companies for City fleet parts and accessories services**
- C. (Reordered to New Business as Item C) Contract with five companies to supply and deliver fuel for the City's Fleet Maintenance Division**

**11. PUBLIC HEARINGS:**

There were no Public Hearings items on the agenda.

**12. UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**13. NEW BUSINESS:**

- A. (Formerly Consent Agenda, Item A) Contract with four companies for City fleet maintenance services**

Jamie Brown, Public Services Director, provided an overview of the Fleet Division. He explained in detail about all of the equipment maintained by the Division, that supervisors made decisions about maintenance, and money charged to each department for services and fiscal impact. He said there were compliance issues and there was a need to have contracts in place to

get equipment fixed. He said there was a need to have contracts with various companies for maintenance services. He said the cost for maintenance increased as the fleet aged. He commented that the City was getting the best prices because the request for services went out to bid.

Mayor Triolo returned to the meeting at 8:14 PM.

Action: Motion made by Commissioner Amoroso and seconded by Mayor Triolo to approve a contract with The Lake Worth Auto House, Tiresoles, Inc. (DBA Elpex), Unique Auto Detailing, and General GMC.

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

Peter Timm said there would be a cost involved and the people paying for those costs should be told.

Comments/requests summaries:

1. Commissioner Maier asked if the contracts were in the City's forecasted budget and why the term of the contract was three years.

Nerahoo Hemraj, Finance Director, replied that staff planned in advance to make sure there were enough funds to replace equipment. The request was to approve the procurement. He commented that the budget reflected the cost for this contract. The three year term would lock in prices for three years to capitalize on today's prices.

2. Commissioner Maier commented that the contract allowed for prices to increase. He suggested a one year contract. He said there was disparity in the contract regarding subcontractors.

Assistant City Attorney Goddeau replied that subcontractors could not be used unless they were approved by the City. She said the wording was a technical issue which would be tweaked in the future.

3. Commissioner Maier said the contract referred to a construction manager. He asked if the City had a construction manager.

Mr. Brown replied that the City had one project manager.

Joann Golden said staff should be trained not to idle the equipment because it was not good for the environment and not good for fuel, asked if there was a need for more staff, and suggested staff be more concerned with the City's vehicles.

Comments/requests summaries:

4. Commissioner McVoy asked if staff looked into the financial difference between outsourcing this service or providing it in-house. He commented that he hoped the Fiscal Year 2016 budget process included a comparison between staffing versus outsourcing and comparing the funding to other fleet departments.

Mr. Brown replied that there were not enough staff to perform all of the services. He said there were some services that could not be performed in-house, commented that there were some sole source contracts, and staff could still “price shop” between the vendors.

5. Mayor Triolo suggested a Commission work session meeting to discuss environmentally friendly alternative equipment. She commented that over the past several years, the Public Services Department lost 56 staff due to budget constraints.
6. Commissioner Maier requested the motion be amended to approve the contracts with the cleanup language he mentioned and was acknowledged by staff as needing to be changed.

Action: Amended motion made by Commissioner Amoroso and seconded by Mayor Triolo to approve the contracts with changes regarding subcontractors and changing the word “construction manager” to “project manager” with The Lake Worth Auto House, Tiresoles, Inc. (DBA Elpex), Unique Auto Detailing, and General GMC.

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

Mayor Triolo resumed the gavel.

**B. (Formerly Consent Agenda, Item B) Contract with five companies for City fleet parts and accessories services**

Jamie Brown, Public Services Director, explained that the five contracts provided for fleet part and accessory supply and delivery services. Each contract had an initial term of three years with the option for two additional one-year period renewals for a total possible contract of five years. He said the City was not adding anything new, the money was already budgeted, and these contracts would just bringing things into compliance.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve the contracts with changes regarding subcontractors and changing the word “construction manager” to “project manager” with Precision Auto and Truck Parts (DBA NAPA), The Parts House (TPH), Total Truck Parts, Tiresoles of Broward (ELPEX), and Uni-Select USA.

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

Comment/request summary:

1. Commissioner McVoy suggested the vendors guarantee that the parts would be available. He suggested amending the motion to include language that the vendors would guarantee, during an emergency, that parts would be available to the City as a higher priority than others, and that they would not charge the City a different rate during the emergency.

City Manager Bornstein replied that guarantee language could be added to the contracts.

Assistant City Attorney Goddeau commented that the contracts would have to go back to the vendors to add contractual, substantive language that was not part of the Request For Proposal; however, the risk was that they could decline.

Action: Amended motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve the contracts with Precision Auto and Truck Parts (DBA NAPA), The Parts House (TPH), Total Truck Parts, Tiresoles of Broward (ELPEX), and Uni-Select USA with the following: 1) changes regarding subcontractors; changing the word “construction manager” to “project manager”; and adding language that, during emergencies, the vendors would guarantee the parts would be available to the City as a higher priority, and not charge the City a different rate.

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

**C. (Formerly Consent Agenda, Item C) Contract with five companies to supply and deliver fuel for the City’s Fleet Maintenance Division**

Jamie Brown, Public Services Director, explained that the contracts provided for the supply and delivery of fuel. Each contract had an initial term of two years with the option of three additional one-year period renewals for a total possible contract of five years. He explained that the City currently purchased its fuel through a cooperative purchasing agreement with the State of Florida. The cooperative agreement was an effective method to purchase fuel; however, issues arose with the quality of service and timeliness of delivers. He announced that there would be an overall cost savings realized with the purchase of fuel through these contracts.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve a contract with BV Oil, Mansfield Oil, Palmdale Oil, SSI, and Indigo Energy for the purchase and delivery of fuels.

Comments/requests summaries:

1. Commissioner McVoy suggested changes to the contract to include language that the vendors would guarantee fuel prices and delivery during a state of emergency.
2. Assistant City Attorney Goddeau advised that these contracts allowed for subcontractors as identified in their bid proposals. She commented that she would have to research whether or not there was language regarding the construction manager in the contracts.
3. Mayor Triolo requested the same guarantee language during emergencies be added to the contracts.

Action: Amended motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve a contract with BV Oil, Mansfield Oil, Palmdale Oil, SSI, and Indigo Energy for the purchase and delivery of fuels with the added language that the vendors would guarantee fuel prices and delivery during emergencies.

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

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

Mayor Triolo recessed the meeting at 8:56 PM and reconvened at 9:05 PM.

**D. (Added) Cancel the Invitation to Negotiate ITN No. 14-211 City of Lake Worth Beach Complex, Casino Building Vacant Space, and Municipal Pool**

Commissioner Maier said he requested this item be added to the agenda because he heard a lot of public concerns. He commented that the Invitation to Negotiate (ITN) was not in the best interest of the City. He explained that the ITN allowed for the submission of multiple proposals for an unknown amount of development on the City's public beach. There was a grave, public concern about the process taking place out of the public's eye. The City's purchasing and procurement code stated, "an Invitation For Bid, Request For Proposal, Invitation to Negotiate, or other competitive selection procedure utilized may be cancelled in whole or in part, when it was in the best interest of the City."

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to cancel the Invitation to Negotiate.

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

Mayor Triolo read the comment card written by Leona Jacques. Ms. Jacques wrote that one of the charms of Lake Worth was the public beach, weddings, parties, and family events. [She wrote that] she enjoyed the beach for years.

Joan Farrel, said she wanted to go on record to say that she wanted the public beach to remain public.

Diane Jacques said she was dead set against any effort to privatize the beach.

Cathy Robinson said she was concerned about over development on the beach without public input. She said there was not enough parking at the beach.

Loretta Sharp said she wanted to know about a meeting attended by Commissioner McVoy. She explained that the City could not sell any part of the beach and did not think anyone would build anything on the beach because it would have to be turned over to the City. She said she did not know why Commissioner McVoy was shocked by the "cone of silence" that the ITN was currently under.

Katie McGiveron commented that she was shocked when she found out Hudson Holdings was going to build something at the beach. From the comments heard by residents, they were not reliable. She said it cost \$1.5 million to get rid of the last company at the beach. She asked who brought up the issue of a private beach club and how dare the City hold secret meetings.

Dan Barnett asked about Sunshine Laws being followed. He said he learned tonight that there might have been a reason for the private meetings. He said he did not want a private club at the beach, money was flowing to the top, and Hudson Holdings could buy up everything unless they were stopped.

Carolyn Deli asked for the beach to be kept open to all.

Erica Bell commented that public opinion should be sought.

Mayor Triolo read the comment card written by Laurence McNamara. Mr. McNamara wrote that the citizens wanted to keep it the way it was and not destroy the natural ambiance of [residents'] beach park.

Mayor Triolo read the comment card written by Ginny Powell. Ms. Powell wrote [that she was] concerned about the plans for the beach.

Mayor Triolo read the comment card written by Patricia Weisman. Ms. Weisman wrote [that she was] concerned about the plans for the beach.

Laurel Decker asked the Commission to take their hands off the beach. The ITN was not a good idea for the beach. She said she thought the Beach Fund had a \$4 million balance in 2008 and Parking Fund revenues increased 65% since an ordinance to increase fees was approved. She commented that the beach should be able to pay for itself.

Mayor Triolo read the comment card written by Gael Silverblatt. Ms. Silverblatt wrote that she thought the ITN was flawed because the City Commission did not vote on sending it out before staff released it.

Mayor Triolo read the comment card written by Tennant Davitian. Ms. Davitian wrote [that she was] against building on the beach further.

Mayor Triolo read the comment card written by Rebeka Gible. Ms. Gible wrote [asking the Commission to] be sure to give the public time for comments and to keep Lake Worth funky.

Steve Ellman asked for information on who gave direction and when the Commission was brought into the loop. He commented that the advertisement was minimal, wanted to know why the City only received three responses to the ITN, and knew one local entrepreneur who did not know anything about the ITN.

Peter Timm said he did not hear about the “cone of silence” and he attended both meetings when the ITN was discussed. He said no one should hold secret meetings. He asked why two newspapers knew about the issue before the public did and what else Hudson Holding would be asking for.

Cara Jennings commented that the Commission’s job was to set policy, not the City Manager. She said she thought the City Manager overstepped his boundary. She asked when the Commission voted for the ITN, said anyone who supported the ITN was out of touch, and supported cancelling the ITN tonight.

Peggy Fisher said the Commission should let the ITN continue. The members on the Selection Committee had not yet brought anything to the Commission. The pool was losing money, and the City could not make its Casino Building debt payments. She suggested doing something proactive and get someone into the Casino Building space.

Rick Riccardi supported cancelling the ITN tonight.

John Szerdi said, as a former Commissioner, he had a lot of information. The

original Request for Proposal had a lot of problems, and the responders did not want to fix them. He commented that the golf course was the same and would not be a private club.

Joann Golden asked where the ITN came from. She said she was confused, read the minutes, did not understand how there could have been a do over with a motion, the meeting was held on election day, and the information was under the Purchasing Division's website.

Roseann Malakee said she knew the City wanted to reopen the Gulfstream Hotel, but Hudson Holdings did not want to fix it. Hudson Holdings made a comment, during a condominium association meeting, that they did not want to fix the Gulfstream Hotel, and that fixing it depended on what happened with the ITN. She said Hudson Holding's comment was just a ploy. She said the City did not make the right decisions in the 1980s about the historic district.

Greg Rice said he was confused because the motion was to cancel the ITN not about a conference center at the beach. He said cities should not be landlords or in the real estate business.

Richard Stowe supported cancelling the ITN and said he thought the City could work on a better plan.

Comments/requests summaries:

1. City Manager Bornstein explained that when staff got the Casino Building opened, it was with the hope that there would be another lease for the upstairs level. He said the City was having trouble with the pool and staff was trying to get a realtor to bring in tenants at the Casino Building. Many people brought in their ideas, but nothing serious. Staff thought that the ITN process would bring out the most creative ideas instead of a Request for Proposal where everything was written out. He said that, part of his job, was to bring ideas to the Commission and did not think the ITN would blow up the way it had. He released the ITN with the City Attorney's knowledge that the issue would be brought to the Commission. He said he met with the Commissioners, but no Commissioner ever came to him and asked for it.
2. Commissioner McVoy commented that he was trying to connect some of the pieces. The ITN was brought forward because the Casino Building was not making money; however, the area was a park and not supposed to make money. Hudson Holding said that, when they had an idea set, they would bring it to the City was not the way to do things. This issue had to be a truly, public comment and choosing a process without the community was not the way to go. He said everyone loved the Gulfstream Hotel and wanted it fixed. Hudson Holding stated that what they did at the Gulfstream Hotel was connected to what they did at the beach. He supported shutting down the ITN process and starting over.

3. Mayor Triolo said she wanted to know if Hudson Holdings was part of this process at the time the process began. There was an assumption about something before the process was completed.
4. Commissioner McVoy commented that he was not making an assumption, but heard it from Hudson Holdings. He said he was shocked that the ITN was under a cone of silence.

Commissioners McVoy and Maier withdrew their motion and second.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to extend the meeting one hour in accordance with the Commission's Rules and Procedures Rule 1(3).

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

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to cancel the Invitation to Negotiate.

Comments/requests summaries:

5. City Manager Bornstein commented that staff understood that, while the City was not making money at the Casino Building, it still was a commercial venture.
6. Vice Mayor Maxwell commented that the Commission never voted to prioritize the Lake Worth beach, nor would he ever vote to sell the beach. The building was a commercial enterprise that needed to pay for space. He said he did not know who bid on the ITN. If someone was selected, through the ITN process, they would have the same relationship as the other building tenants. He commented that he did not know why everyone thought the City was selling or privatizing the beach. The Charter stated, "...city-owned property...shall not be declared surplus property and shall not be sold, hypothecated, conveyed or leased, except for a lease of less than 20 years, without an affirmative vote of the qualified electors..." The ITN was a legal process, and to circumvent the process was wrong. He commented that he spoke about the Casino Building's failed business plan and said the only reason parking fees were increased was because there was going to be a cut in the number of lifeguards. Nothing was being done to the beach and no one would do anything against the Charter. The Commission was charged with the task of trying to fix problems. The City had money in the past, but squandered it. The City could not afford to lose any more money.
7. Mayor Triolo stated, for the record, that she did not know where this issue came from. She commented that the Commission should come together and

make sure the Selection Commission had discussion at a public workshop.

Assistant City Attorney Goddeau replied that the Selection Committee needed to have a meeting, then it would be brought to the Commission. The Selection Committee would make their recommendation. The Selection Committee would be meeting on March 31, 2015, with just the members and without the responders. The purpose of that meeting was to find out what to do.

8. Commissioner McVoy commented that if the process went forward, no responders could sue the City and put taxpayer money at risk. He said he wanted to shut down the process and start over; however, he wanted an assurance from the City Attorney that the responders could not sue the City.

Assistant City Attorney Goddeau replied that the responders should not have any expectation because the Selection Committee could not sign a contract.

9. Commissioner Maier commented that he wanted the ITN cancelled and brought up the issue about building height limits. He said he knew the beach would still make money. In the best case scenario, the golf course would make \$700, yet the City supported that but not the beach. This was a public beach and the ITN process was not the way to go.
10. Commissioner Amoroso commented that he believed Commissioner McVoy went on a blog and stated that he knew about the ITN. According to the City Attorney, the cone of silence applied to all of the Commission. He explained that he was appointed to the Selection Committee by the Commission and the Casino Building's business plan was flawed. The building did not work and its expenses and revenue should, at least, break even. He said he was concerned about a Commissioner going public with information about the ITN. At no time did the Commissioner ever bring a plan forward on what to do with the space. He thanked staff for bringing this issue forward.
11. Mayor Triolo commented that everything was done in public and wanted the ITN process to move forward, then have the issue discussed at a work shop meeting.

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

Comments/requests summaries:

12. Mayor Triolo requested a workshop meeting be scheduled and allow public comment. She asked that the time lime for comments be extended to three minutes.

13. City Manager Bornstein suggested the Selection Committee members bring the issue and their recommendation to a work session.
14. Commissioner McVoy asked if the backup material would include what was proposed or just the Selection Committee's recommendation. The community wanted to see all of the proposals, fully and completely.
15. Mayor Triolo announced that all of the Selection Committee records would become public on April 2, 2015.

Consensus: To schedule a Commission work session to discuss the ITN proposals.

14. **LAKE WORTH ELECTRIC UTILITY:**

A. **CONSENT AGENDA:**

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

B. **PUBLIC HEARING:**

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

C. **NEW BUSINESS:**

1) **Blanket Purchase Orders with three companies for various poles for inventory usage throughout Fiscal Year 2015**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Blanket Purchase Orders from Electric Supply in an amount not to exceed \$36,305 for concrete poles; Robbins Manufacturing in an amount not to exceed \$48,995 for various wood poles; and Langdale Forest Products in an amount not to exceed \$18,500 for wood poles.

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

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

2) **Contract with Luthan Electric Meter Testing, LLC for instrument transformer testing throughout Fiscal Year 2015**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve a contract with Luthan Electric Meter Testing, LLC in an amount not to exceed \$78,408 for instrument transformer testing.

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

Comments/requests summaries:

1. Mayor Triolo asked if the meters were being replaced.

Joel Rutsky, Revenue Protection Supervisor, replied that 300 of the 600 meters available would be replaced. There were no additional meters being purchased.

2. Commissioner Maier commented that the contract was signed by the vendor; however, the certificate of liability insurance was not provided.

Clay Lindstrom, Electric Utility Director, replied that it was industry standard not to provide the certificate of liability insurance until the contract was awarded.

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

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

Assistant City Attorney Goddeau announced the City Attorney's desire for advice concerning pending litigation in the case of Clear Channel versus City of Lake Worth Case No. 502011CA005726XXXXMB during a closed door attorney/client session at 5 PM on April 7, 2015. Those in attendance would be the Mayor, Vice Mayor, City Commissioners, City Manager, City Attorney, and a Court Reporter. The estimated length of the session was 45 minutes.

**16. CITY MANAGER'S REPORT**

- A. April 7, 2015 – draft Commission agenda**

**17. ADJOURNMENT:**

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to adjourn the meeting at 10:47 PM.

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

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: April 21, 2015

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

**MINUTES  
CITY OF LAKE WORTH  
CITY COMMISSION SPECIAL MEETING  
APRIL 7, 2015 – 5:00 PM**

The meeting was called to order by Mayor Triolo on the above date at 5:07 PM in the City Manager's Office, located at 7 North Dixie Highway, Lake Worth, Florida.

**1. ROLL CALL:**

Present were Mayor Pam Triolo, Vice Mayor Scott Maxwell, and Commissioners Andy Amoroso and Ryan Maier. Commissioner Christopher McVoy was absent. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

**2. CITY ATTORNEY ANNOUNCEMENT:**

City Attorney Torcivia announced that, pursuant to Section 286.011(8) Florida Statutes, he desired advice concerning pending litigation in the case of Clear Channel versus City of Lake Worth, Case No. 502011CA005726XXXXMB.

He announced the following individuals would be in attendance: Mayor, Vice Mayor, City Commissioners, City Manager, City Attorney, and a Court Reporter.

**3. MAYOR ANNOUNCEMENT:**

Mayor Triolo announced that pursuant to Section 286.011(8) Florida Statutes, the City Commission was commencing a closed door attorney-client session for the purpose of discussing the pending litigation. The estimated length of the session was approximately 45 minutes.

**4. RECESS:**

Mayor Triolo recessed the meeting at 5:08 PM.

**5. RECONVENE:**

Mayor Triolo reconvened the meeting at 5:23 PM.

**6. ADJOURNMENT:**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to adjourn the meeting at 5:23 PM.

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

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: April 21, 2015



## CITY OF LAKE WORTH

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

**AGENDA DATE:** April 21, 2015, Regular Meeting

**DEPARTMENT:** Community Sustainability

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 13-2015 abandon a portion of a 10 foot utility easement

#### **SUMMARY:**

The Resolution abandons the 10-foot wide utility easement centrally located at 1100 Boutwell Road (north of 10<sup>th</sup> Avenue North) and located within the property known as Waterville.

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

The applicant, D.R. Horton, through Michelle Jessell of Broad and Cassell, is petitioning to abandon the utility easement. The applicant has received approval from City of Lake Worth Planning and Zoning Board for site plan approval to develop a 75-unit Townhome community on the 8.73 acre parcel, generally located at 1100 Boutwell Road, on January 7<sup>th</sup>, 2015 in the MF-20 – Low Density multiple-family zoning district.

The request for abandonment is being made to support the approved site plan for the 75-unit Townhome community to be constructed over the utility easement. Abandonment of the existing easement is required as it will be replaced, through the subdivision plat approval, by a new 15-foot easement that will run in front of each townhome unit. The subdivision plat will be reviewed at a later date. Currently, the easement is not used by any of the utility functions of the City, and its abandonment has been reviewed by all appropriate Departments.

Code Section 19.1.4 Streets and Sidewalks – Procedure for Abandonment, outlines the process by which public rights-of-way can be abandoned. On April 7<sup>th</sup>, the Commission approved the first of a two-part process, which was adoption of a resolution declaring the City's intent to abandon the utility easement and scheduled the public hearing date. This item is the second part of the process which is to hold a public hearing and take action on a resolution to officially abandon the easement.

#### **MOTION:**

I move to approve/disapprove Resolution No. 13-2015 to abandon a 10 foot utility easement.

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

Fiscal Impact Analysis – not applicable

Resolution

Location Map

Sketch and Legal description of utility easement to be abandoned.

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RESOLUTION NO. 13-2015 OF THE CITY OF LAKE WORTH, FLORIDA, ABANDONNING A 10 FOOT UTILITY EASEMENT AS DESCRIBED IN DEED BOOK 1153, PAGES 228, PALM BEACH COUNTY, FLORIDA; PROVIDING FOR RECORDING AND AN EFFECTIVE DATE

WHEREAS, the utility easement described in Deed Book 1153, Page 228, Palm Beach County, Florida, is no longer needed by the public as a utility easement;

WHEREAS, the City Commission finds abandoning said utility easement is in the best interests of the City and serves a valid public purpose.

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

Section 1. The following described utility easement:

BEGINNING AT A POINT 1022 FEET NORTH OF INTERSECTION OF THE CENTER LINE OF 10<sup>TH</sup> AVENUE, NORTH AND CANAL DRIVE TO A POWER LINE, THENCE EAST ALONG SAID POWER LINE AND A WIDTH OF 10 FEET SOUTH OF SAID POWER A DISTANCE OF 517 FEET; THENCE NORTH ALONG SAID POWER LINE AND A WIDTH OF 10 FEET EAST OF SAID POWER LINE A DISTANCE OF 213 FEET TO THE END OF SAID POWER LINE.

AS DESCRIBED IN DEED BOOK 1153, PAGES 228, PALM BEACH COUNTY, FLORIDA.

is hereby abandoned.

Section 2. The Clerk is hereby directed to cause this Resolution to be recorded in the Public Records of Palm Beach County, Florida, to evidence this abandonment.

Section 3. This Resolution shall become effective immediately upon its passage.

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

- Mayor Pam Triolo
- Vice Mayor Scott Maxwell
- Commissioner Christopher McVoy
- Commissioner Andy Amoroso
- Commissioner Ryan Maier

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The Mayor thereupon declared this Resolution duly passed and adopted on the 21<sup>st</sup> day of April, 2015.

LAKE WORTH CITY COMMISSION

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

ATTEST:

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







## CITY OF LAKE WORTH

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

**AGENDA DATE:** April 21, 2015, Regular Meeting    **DEPARTMENT:** Community Sustainability

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 14- 2015 - authorize a Memorandum of Understanding (MOU) with the County to submit a grant application to the US Dept. of Commerce, Economic Development Administration for infrastructure improvements in the Park of Commerce

#### **SUMMARY:**

The Resolution authorizes the submission of a \$1,400,000 grant application for infrastructure improvements in the Lake Worth Park of Commerce under the Public Works and Economic Development Facilities Program for planned roadway and infrastructure improvements.

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

In accordance with the terms of a MOU, the grant application will be made jointly with the County as the intersection of Boutwell Road and 10<sup>th</sup> Avenue is under the auspices of the County. The County will further provide technical assistance and will be responsible for reporting and accounting of the \$1,400,000 grant funding to the U.S. Department of Commerce.

The U.S. Department of Commerce, Economic Development Administration (EDA) awards financial support for development in economically distressed areas. The goal is to foster job creation and attract private investment. Under the Public Works and Economic Adjustment Assistance Programs, EDA considers construction, non-construction and revolving loan fund investments for buildings and infrastructure improvements. EDA funding may not exceed fifty percent (50%) of the total cost of the project. The Submission Deadline for the grant is June 12, 2015 at 11:59pm.

The Park of Commerce infrastructure improvement project is critical to provide shovel ready sites for economic development within the 393 acre industrial park. This project has been identified as a regional priority on the Comprehensive Economic Development Strategy by the Treasure Coast Regional Planning Council.

Phase 1 includes infrastructure improvements to Boutwell Road between 2<sup>nd</sup> Ave. N and 10<sup>th</sup> Ave. N, which is a regional connector road from I-95 to the city. This includes road reconstruction to a two lane cross-section with median islands and turn lanes, sidewalks/bikeways, drainage, landscaping, lighting, underground electric, water main and sewer force main. The county is responsible for the 10<sup>th</sup> Ave. N intersection project adjoining this project.

This EDA grant in the amount of \$1.4 million, if awarded, will offset a portion of the \$3.2 million city funds for phase 1, in addition to the request from the state legislature for \$4.5 million of grant funding.

#### **MOTION:**

I move to approve/not approve Resolution No. 14-2015 to authorize the Mayor to execute the Memorandum of Understanding and submit an application to the U.S. Department of Commerce, Economic Development Administration for \$1,400,000 of grant funds.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Partnership Memorandum of Understanding  
Resolution  
Attachment 1 – EDA Grant Application Overview  
EDA Grant Presentation

Public Services						
Account Number	Account Description	Grant Request	Project #	External Revenues Pending Approval	Project Activity	Account Balance
180-9710-572-63-15	Infrastructure	EDA Grant 1,400,000	N/A now	1,400,000	0	Not Available

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	7,700,000	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	4,500,000	0	0	0
External Revenues - EDA	0	1,400,000	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	1,800,000	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:

Phase 1 of the Park of Commerce is included in the FY 2016 CIP Budget. The additional grant funding, if awarded, will be shown in the FY 2016 CIP Budget in the following account.

**External Funding**

State Allocation Request	\$4,500,000
EDA Grant Request	<u>\$1,400,000</u>
Total External Funding	<b>\$5,900,000</b>

**City Funding**

401-9010-581,91-80	Electric Utility Capital Revenue Bonds (BOA loan)	\$2,000,000
402-7034-533.63-60	Water Distribution Mains	\$1,230,875

403-7231-535.63-15	Local Sewer – Infrastructure	\$ 541,688
	Total City Funding	<b>\$3,772,563</b>

Total Construction Funds – Phase 1	<b>\$9,672,563</b>
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Any surplus funding will be carried forward to fund Phase II.

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RESOLUTION NO. 14-2015 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN PALM BEACH COUNTY AND THE CITY TO COORDINATE EFFORTS IN SECURING GRANT FUNDS FOR INFRASTRUCTURE IMPROVEMENTS TO THE LAKE WORTH PARK OF COMMERCE, APPROVING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FOR GRANT FUNDS PROVIDED THROUGH THE PUBLIC WORKS AND ECONOMIC DEVELOPMENT FACILITIES PROGRAM IN THE AMOUNT OF \$1,400,000 FOR INFRASTRUCTURE IMPROVEMENTS IN THE PARK OF COMMERCE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS the U.S. Department of Commerce, Economic Development Administration has announced the availability of funding under the Public Works and Economic Development Facilities Program for Fiscal Year 2015; and

WHEREAS, the Public Works and Economic Development Facilities Program provides grant funds for the construction or rehabilitation of essential public infrastructure and facilities to help communities and regions leverage their resources and strengths to create jobs, drive innovation, become centers of competition in the global economy, and ensure resilient economies; and

WHEREAS, Palm Beach County and the City desire to enter into a partnership pursuant to a Memorandum of Understanding for the purpose of establishing the terms and conditions for undertaking a working relationship to coordinate efforts in securing grant funds for necessary infrastructure improvements for the Lake Worth Park of Commerce in order to attract regional business projects and create job opportunities for area residents; and

WHEREAS, the proposed improvements for the Lake Worth Park of Commerce are eligible for consideration under Public Works and Economic Development Facilities Program guidelines; and

WHEREAS, the City, in partnership with Palm Beach County, desires to submit an application under the Fiscal Year 2015 Public Works and Economic Development Facilities Program funds to support Phase 1 of planned infrastructure improvements for the Lake Worth Park of Commerce as identified in the Infrastructure Needs Assessment and Preliminary Engineering Study for this site.

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

SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby approves and authorizes the Mayor to execute a Memorandum of Understanding

50 between Palm Beach County and the City for the purpose of establishing the  
51 terms and conditions for undertaking a working relationship to coordinate efforts  
52 in securing grant funds for necessary infrastructure improvements for the Lake  
53 Worth Park of Commerce in order to attract regional business projects and create  
54 job opportunities for area residents.

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56 SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby  
57 authorizes the submission of an application for funding under the. Fiscal Year  
58 2015 Public Works and Economic Development Facilities Program funds to  
59 support Phase 1-A of planned infrastructure improvements for the Lake Worth  
60 Park of Commerce as identified in the Infrastructure Needs Assessment and  
61 Preliminary Engineering Study for this site.

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63 SECTION 3: The City Commission of the City of Lake Worth, Florida, hereby  
64 authorizes the Mayor to execute all related documents necessary for submission  
65 on behalf of the City for the aforementioned application.

66  
67 SECTION 4: Upon execution of the Resolution, one copy shall be provided to the  
68 Director of the Department of Community Sustainability and one copy shall be  
69 provided to the Palm Beach County Department of Economic Sustainability. The  
70 fully executed original shall be maintained by the City Clerk as a public record of  
71 the City.

72  
73 SECTION 5: This Resolution shall become effective upon adoption.

74  
75 The passage of this Resolution was moved by Commissioner \_\_\_\_\_,  
76 seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was  
77 as follows:

- 78 Mayor Pam Triolo
- 79 Vice Mayor Scott Maxwell
- 80 Commissioner Christopher McVoy
- 81 Commissioner Andy Amoroso
- 82 Commissioner Ryan Maier

83  
84 Mayor Pam Triolo thereupon declared this Resolution duly passed and  
85 adopted on the 21<sup>st</sup> day of April, 2015.

86 LAKE WORTH CITY COMMISSION

87  
88  
89 By: \_\_\_\_\_  
90 Pam Triolo, Mayor

91 ATTEST:

92  
93 \_\_\_\_\_  
94 Pamela J. Lopez, City Clerk

## **ATTACHMENT 1**

### **ECONOMIC DEVELOPMENT ADMINISTRATION PUBLIC WORKS AND ECONOMIC DEVELOPMENT FACILITIES PROGRAM**

#### **APPLICATION SUBMISSION OVERVIEW**

Palm Beach County and the City of Lake Worth have jointly worked on the development of the Lake Worth Park of Commerce for many years. To this end, a Citizen's Master Plan for the Lake Worth Park of Commerce was developed under the guidance of Treasure Coast Regional Planning Council in October 2001. In FY 2009, the City was awarded a grant from the U.S. Department of Commerce, Economic Development Administration (EDA) in the amount of \$250,000 for the development of an Infrastructure Needs Assessment and Preliminary Engineering Study for the Lake Worth Park of Commerce. This study was completed in November 2010 by Camp Dresser & McKee, Inc.

On January 24, 2014, the City Commission approved two contracts to begin the roadway and infrastructure improvements on Boutwell Road between 10<sup>th</sup> Avenue North and 2<sup>nd</sup> Avenue North. These contracts include the designation of Mathews Consulting, Inc. as the City's Owner Representative and Mock Roos as the Design, Engineering, Construction and Administration Consultant. It is anticipated that the design for the initial phase of this project will be completed by May 31, 2015.

Phase I of the Lake Worth Park of Commerce will consist of the acquisition of the remaining necessary right-of-way and landscaping easements, along with significant improvements on Boutwell Road between 10<sup>th</sup> Avenue North and 2<sup>nd</sup> Avenue North that will entail a complete overhaul of the existing infrastructure and roadway. Boutwell Road will be reconstructed as a three-lane boulevard with lighting, landscaping and pedestrian/bicycle access. Proposed infrastructure improvements will include the installation of a new underground electric distribution system, of new underground fiber optic telecommunications upgrades, of a new 12" water main for potable water distribution, of a new 8" force main and sanitary sewer collection system, and of a new storm water collection system.

The City intends to submit an application to EDA for the purposes of funding the infrastructure improvements that have been identified in Phase I of the Lake Worth Park of Commerce. In furtherance of this effort, the City has requested technical assistance from Palm Beach County in securing and managing prospective EDA grant funds.

Resolution No. 14-2015 approves and authorizes the Mayor to execute a Memorandum of Understanding between Palm Beach County and the City to establish a partnership for the purpose of establishing the terms and conditions for undertaking a working relationship to coordinate efforts in securing grant funds for necessary infrastructure improvements for the Lake Worth Park of Commerce in order to attract regional business projects and create job opportunities for area residents. The Resolution further approves and authorizes the submission of an application to EDA for funding assistance in the amount of \$1,400,000 under its Public

Works and Economic Development Facilities program. The deadline for submission is June 12, 2015.

The development of the Lake Worth Park of Commerce has been identified as a critical component that is consistent with the Comprehensive Economic Development Strategy (CEDS) that has been prepared by Treasure Coast Regional Planning Council. EDA requires that potential projects be consistent with the region's CEDS Plan and align with EDA's investment prioritized goals. As such, the development of the Lake Worth Park of Commerce is projected to enable the following regional goals:

- Expansion of human and creative capital
- Supplying quality infrastructure
- Innovation
- Excellence and committed leadership
- Sustainable development

The estimated cost of planned improvements under Phase 1 is \$7.7 million dollars. The City has requested \$4.5 million in discretionary funding from the State of Florida and has budgeted \$3.2 million dollars through its Capital Improvements Program (CIP). If the City is successful in obtaining its requested grant funding from EDA, the amount of its local cost share will be reduced by \$1,400,000. The requested grant funding amount represents approximately thirteen percent (13%) of the total project budget that is well within EDA's threshold requirement that EDA funding may not exceed fifty percent (50%) of the total cost of the project.

Pursuant to the Memorandum of Understanding, Palm Beach County will provide technical assistance and coordination with City staff to facilitate the completion of the grant application. In addition, the County will provide grant management assistance to the City should the application be funded in full, including funding requested for project administration that would be passed through to the County for grant management services. These services will include quarterly status and federal financial reporting, processing reimbursement requests, and ensuring project consistency with EDA construction requirements and federal auditing reporting.

The goal of the Lake Worth Park of Commerce development project is to foster job creation and attract private investment. This major roadway and infrastructure upgrade in the Lake Worth Park of Commerce is an essential component for long term job creation and industry development in the City. The proposed improvements expand roadway capacity and provide related infrastructure that is much needed to remove constraints that have been an impediment to local economic growth. This initial phase of development, combined with subsequent phases are designed to support a regional manufacturing facility that upon completion will provide 750,000 square feet of commercial space, 2,250,000 square feet of light industrial and office space, two hotels and other significant business enterprises that are projected to create or retain up to 200 jobs. Final build-out is projected during the year 2035.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
PALM BEACH COUNTY  
AND CITY OF LAKE WORTH**

**I. PURPOSE**

This Memorandum of Understanding (MOU) represents a partnership between Palm Beach County, a political subdivision of the State of Florida (the "County") and the City of Lake Worth ("City") for the development of the Lake Worth Park of Commerce.

**II. RECITALS**

**WHEREAS**, the County and the City of Lake Worth have jointly worked on the development of the Lake Worth Park of Commerce for many years; and

**WHEREAS**, this partnership between the County and the City of Lake Worth is to coordinate efforts in securing infrastructure grant funds to complete the necessary improvements for the Lake Worth Park of Commerce in order to attract regional business projects and create job opportunities for area residents; and

**WHEREAS**, the City intends to submit a Public Works grant application to the U.S. Economic Development Administration (EDA) for the purposes of funding certain infrastructure improvements that will support the development of the Lake Worth Park of Commerce and has requested County technical assistance in securing and managing prospective grant funds; and

**WHEREAS**, the County has expertise in grant writing and implementing certain Federal and State infrastructure grants for economic development purposes including EDA Public Works grants; and

**WHEREAS**, the City has diligently worked towards completing the engineering/design requirements for the infrastructure project and has secured matching funds for the proposed EDA Public Works grant for the Lake Worth Park of Commerce; and

**WHEREAS**, the development of the Lake Worth Park of Commerce is consistent with the Treasure Coast Regional Planning Council's Comprehensive Economic Development Strategy (CEDS) Plan. EDA requires that potential projects be consistent with the region's CEDS Plan and align with EDA's investment priorities; and

**WHEREAS**, the County and City desire to enter into this MOU in order to establish the terms and conditions for undertaking this working relationship.

**NOW THEREFORE**, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County shall:
  - a. Provide technical assistance and coordination to City of Lake Worth staff to facilitate the completion of a prospective EDA grant application within the established funding deadlines.
  - b. Provide grant management assistance to the City of Lake Worth through Palm Beach County Department of Economic Sustainability (DES) provided: 1) the EDA grant application is awarded to the City of Lake Worth; 2) EDA approves project administration funds as part of the overall grant award and 3) EDA-approved project administration funds are passed through to DES as compensation for grant management services. This assistance includes quarterly and federal financial reporting, processing reimbursement requests, and ensuring project consistency with EDA construction requirements and federal audit reporting. The City agrees to compensate Palm Beach County for pre-award staff

costs related to grant preparation and submission and will reimburse these costs to Palm Beach County after the receipt of the EDA grant award.

- c. Coordinate with City staff as necessary to support the implementation of this grant funded infrastructure development project for the Lake Worth Park of Commerce.
  - d. Provide multi-departmental coordination as necessary.
3. City shall:
- a. Coordinate with the County staff as necessary to facilitate the funding and implementation of this infrastructure development project for the Lake Worth Park of Commerce.
  - b. Provide all necessary documentation, including infrastructure engineering, design, and preliminary cost estimates as required for completion of the EDA public works grant application.
  - c. Provide letter(s) of commitment confirming non-EDA local matching funds.
  - d. Submit grant application(s) to EDA and other appropriate Federal or State Agencies as may be necessary within the established deadlines.
  - e. Implement the project in a timely manner and within the limitations of the grant.
  - f. Provide all required documentation necessary to County staff in a timely manner to facilitate the County's effective management of the EDA Grant.
  - g. Continue to work with the County throughout the implementation of the infrastructure project to ensure the successful completion of all grant funding requirements.
4. County has established the Office of the Inspector General in Palm Beach County Code, Section 2-241 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of documents, and to audit, investigate, monitor, and inspect the activities of all parties doing business with County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

5. The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

6. Termination: At any time during the term of this MOU, either party may, at its option and for any reason, terminate this MOU upon ten (10) working days written notice to the other party. Upon early termination, the City shall pay the County for grant management services rendered pursuant to this MOU, through and including the date of termination. Notice to the County shall be provided to the Director of DES, 100 Australian Avenue, Suite 500, West Palm Beach, FL 33406. Notice to the City shall be provided to the City Manager, City of Lake Worth, 7 North Dixie Highway, Lake Worth, FL 33460.







The Art of Florida Living. <sup>SM</sup>

Grant Funding Opportunity  
US Department of Commerce  
Economic Development Administration

City of Lake Worth | City Commission  
April 21, 2015

# What is an EDA Grant?

- ✓ US Department of Commerce, Economic Development Administration (EDA) awards financial support for development in economically distressed areas.
- ✓ EDA considers construction, non-construction and revolving loan fund investments for buildings and infrastructure improvements.
- ✓ EDA funding may not exceed 50% of project funding



# Proposed Use of Grant Funding

## √ Infrastructure Improvements in Lake Worth Park of Commerce – Boutwell Road

- Roadway Construction
- Storm Water Collection Systems
- Potable Water Distribution Systems
- Sewer Collection Systems
- Electrical Distribution Systems
- Telecommunication Upgrades





# Grant Application

- ✓ For the amount of \$1,400,000
- ✓ Lake Worth Park of Commerce – Phase 1
- ✓ Grant award to be used over a two-year period of time
  
- ✓ Application Deadline for US EDA Grant
  - ✓ June 12, 2015
  - ✓ 11:59pm



# Memorandum of Understanding

- ✓ Partnership between Palm Beach County & City of Lake Worth.
- ✓ County will provide technical assistance in securing & managing prospective grant funds.
  - ✓ County has expertise in writing & implementing EDA Public Works grants
  - ✓ County maintains responsibility for intersection of Boutwell Road & 10<sup>th</sup> Avenue
  - ✓ County will improve Boutwell Road/10<sup>th</sup> Ave. intersection
- ✓ EDA gives higher scores to applications that show strategic partnerships/collaborations.



# Memorandum of Understanding

- ✓ EDA gives higher scores to applications that show strategic partnerships/collaborations.
- ✓ March 12, 2015: Maintained Park of Commerce's Position on the Comprehensive Economic Strategy, Treasure Coast Regional Planning Council.



# Motion

I move to approve/not approve Resolution No. XX-2015 to authorize the Mayor to execute the Memorandum of Understanding between Palm Beach County and the City and to authorize the submission of an application to the U.S. Department of Commerce, Economic Development Administration for grant funds in the amount of \$1,400,000 under the Public Works and Economic Development Facilities Program for planned roadway and infrastructure improvements to the Lake Worth Park of Commerce.





## CITY OF LAKE WORTH

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

**AGENDA DATE:** April 21, 2015, Regular Meeting    **DEPARTMENT:** Community Sustainability

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Resolution No. 15-2015 - request County to place Boutwell Road and 10th Avenue North intersection on their Capital Improvement Program for 2016

#### **SUMMARY:**

The Resolution requests Palm Beach County to place upgraded improvements for the intersection of Boutwell Road and 10<sup>th</sup> Avenue North on the County's CIP for 2016.

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

Boutwell Road is the main thoroughfare through the Lake Worth Park of Commerce with access to I-95 via the intersection of Boutwell Road and 10<sup>th</sup> Avenue North. The City is designing improvements to and around Boutwell Road in order to stimulate and support development within the Park of Commerce. The City and Palm Beach County have jointly worked on the development of the Park of Commerce for many years in order to attract regional business projects and create job opportunities for area residents. The partnership between the City and the County has included efforts to secure infrastructure grant funds to complete the necessary improvements for the Park of Commerce. The City and the County are currently working on the submission of a Public Works grant application to the U.S. Economic Development Administration (EDA) for the purposes of funding certain infrastructure improvements that will support the development of the Park of Commerce. As the City's design for Boutwell Road progresses into construction, the need for improving the intersection of Boutwell Road and 10<sup>th</sup> Avenue North increases. An improved intersection at Boutwell Road and 10<sup>th</sup> Avenue North will enhance and support the improvements to Boutwell Road and further spur development within the Park of Commerce. While the County has discussed making upgraded improvements to the intersection, such improvements are currently not included in the County's Capital Improvement Program (CIP). The proposed resolution seeks to have the County place the upgraded improvements of the intersection in the County's CIP for 2016.

#### **MOTION:**

I move to approve/not approve Resolution No. 15-2015.

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

Fiscal Impact Analysis – not applicable  
Resolution

1  
2  
3 RESOLUTION NO. 15-2015 OF THE CITY OF LAKE WORTH, FLORIDA,  
4 REQUESTING PALM BEACH COUNTY PLACE THE UPGRADED  
5 IMPROVEMENTS OF THE INTERSECTION FOR BOUTWELL ROAD AND  
6 TENTH AVENUE NORTH IN THE COUNTY'S CAPITAL IMPROVEMENT  
7 PROGRAM FOR 2016; PROVIDING FOR AN EFFECTIVE DATE

8  
9 WHEREAS, Boutwell Road is the main thoroughfare through the Lake  
10 Worth Park of Commerce with access to I-95 via the intersection of Boutwell  
11 Road and 10<sup>th</sup> Avenue North;

12  
13 WHEREAS, the City is designing improvements to and around Boutwell  
14 Road in order to stimulate and support development within the Park of  
15 Commerce;

16  
17 WHEREAS, the City and Palm Beach County have jointly worked on the  
18 development of the Park of Commerce for many years in order to attract  
19 regional business projects and create job opportunities for area residents;

20  
21 WHEREAS, the partnership between the City and the County has  
22 included efforts to secure infrastructure grant funds to complete the necessary  
23 improvements for the Park of Commerce;

24  
25 WHEREAS, the City and Palm Beach County are currently working on  
26 the submission of a Public Works grant application to the U.S. Economic  
27 Development Administration (EDA) for the purposes of funding certain  
28 infrastructure improvements that will support the development of the Park of  
29 Commerce;

30  
31 WHEREAS, the development of the Park of Commerce is consistent with the  
32 Treasure Coast Regional Planning Council's Comprehensive Economic  
33 Development Strategy (CEDS) Plan;

34  
35 WHEREAS, as the City's design for Boutwell Road progresses into  
36 construction, the need for improving the intersection of Boutwell Road and 10<sup>th</sup>  
37 Avenue North increases;

38  
39 WHEREAS, the City and County have discussed upgraded  
40 improvements to the intersection of Boutwell Road and 10<sup>th</sup> Avenue North;  
41 however, such improvements are not currently included in the County's Capital  
42 Improvement Program (CIP); and,

43  
44 WHEREAS, an improved intersection at Boutwell Road and 10<sup>th</sup> Avenue  
45 North will enhance and support the improvements to Boutwell Road and further  
46 spur development within the Park of Commerce.  
47

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

50  
51 Section 1. The foregoing recitals are incorporated herein as true and correct  
52 statements.

53  
54 Section 2. The City respectfully requests Palm Beach County place the  
55 upgraded improvements of the intersection for Boutwell Road and 10th Avenue  
56 North in its CIP for 2016 in order to support the development of Boutwell Road  
57 and the Lake Worth Park of Commerce.

58  
59 Section 3. This Resolution shall become effective immediately upon its  
60 passage.

61  
62 The passage of this Resolution was moved by Commissioner  
63 \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon  
64 being put to a vote, the vote was as follows:

- 65  
66  
67 Mayor Pam Triolo  
68 Vice Mayor Scott Maxwell  
69 Commissioner Christopher McVoy  
70 Commissioner Andy Amoroso  
71 Commissioner Ryan Maier

72  
73 The Mayor thereupon declared this Resolution duly passed and adopted  
74 on the 21<sup>st</sup> day of April, 2015.

75  
76  
77 LAKE WORTH CITY COMMISSION

78  
79  
80 By: \_\_\_\_\_  
81 Pam Triolo, Mayor

82  
83 ATTEST:  
84  
85 \_\_\_\_\_  
86 Pamela J. Lopez, Clerk

87  
88  
89



## CITY OF LAKE WORTH

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

**AGENDA DATE:** April 21, 2015, Regular Meeting

**DEPARTMENT:** Public Services

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Interlocal Agreement with Palm Beach County for the transfer of floating dock

#### **SUMMARY:**

The Agreement provides for the County to donate a portion of their dock system at Snook Islands and transfer it to the Bryant Park Boat Ramp. The new location will provide staging docks for the boats using the Boat Ramp.

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

Palm Beach County constructed a day-use dock as part of the Snook Islands project. With the dock slips being highly underutilized at this location, the County and City wish to enter into an agreement where the County will donate a portion of the dock system and transfer it from the current location to the Bryant Park Boat Ramp just south of the bridge.

Attached to this agenda item is an excerpt from the 2012 Boat Ramp Replacement bid set. As depicted in this layout, a 100 foot staging dock with five additional 18" concrete pilings was originally proposed as Bid Alternate 3. Due to difficulties during construction (driving two particular pilings and helical anchor issues), there were not enough funds to move forward with this alternate. The City also did not have enough funds to proceed with Bid Alternate 1, overlay and restriping of the existing Boat Ramp Parking Lot. Fortunately, the City was able to complete the parking lot earlier this year and now has an opportunity to move forward with a modified version of the original proposed staging dock.

Vance Construction, under contract with the County for another marine project located in the Lake Worth Lagoon, utilized the area that had already been designated for Snook Island staging at the north end of Bryant Park. In exchange for the City allowing this access, Vance Construction will perform this dock transfer and all associated engineering and design at *no cost* to the City.

Moving forward with this Interlocal Agreement with Palm Beach County is the first step in transferring the floating dock to the Boat Ramp. The companion item to this Agreement is an item on the April 21, 2015, agenda to award a contract with Vance Construction to perform the dock transfer work at no cost to the City.

#### **MOTION:**

I move to approve / not approve an Interlocal Agreement with Palm Beach County for the donation and transfer of a section of the Snook Islands' dock system to the Bryant Park Boat Ramp.

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

Fiscal Impact Analysis – Not applicable  
Interlocal Agreement – Floating Dock Transfer  
Bryant Park – Boat Ramp Modification  
Original Boat Ramp Layout from 2-03-12 Bid Set

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND  
THE CITY OF LAKE WORTH  
FOR TRANSFER OF FLOATING DOCK**

**THIS AGREEMENT** is made and entered into by and between the City of Lake Worth, a Florida municipal corporation, hereinafter referred to as the “City”, and Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the “County”. The City and the County shall hereinafter be referred to collectively as the “parties”.

WITNESSETH:

**WHEREAS**, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) allows governmental units to enter into intergovernmental agreements to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

**WHEREAS**, the County constructed a day-use floating dock system within the Snook Islands Public Use Facility with a portion of that structure underutilized by the public at its current location; and

**WHEREAS**, the City requests that a portion of the Snook Islands dock be transferred to the City as a staging dock to facilitate the boaters entering and leaving Bryant Park; and

**WHEREAS**, the execution of this Agreement is in the best interests of the County and City and the residents and citizens of the same.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and restrictions set forth herein, the parties agree as follows:

**ARTICLE I – GENERAL**

1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth herein.
2. The purpose of this Agreement is to provide a mechanism for the County and the City to cooperate in the relocation of a portion of the floating dock from the Snook Islands Public Use Facility (the “Dock”) to Bryant Park.
3. The term of this Agreement shall commence upon signature by both parties (“the Effective Date”) and shall terminate when the last General Obligation Bond (described below) is retired or August 1, 2026, whichever occurs first.

**ARTICLE II – RESPONSIBILITIES OF THE COUNTY**

4. The County will donate the Dock to the City for use by the public at Bryant Park.

**ARTICLE III – RESPONSIBILITIES OF THE CITY**

5. The City will use its best efforts to relocate the Dock to Bryant Park on or before May 31, 2015, utilizing the City’s contractor. The City shall (through its contractor) be responsible for relocating the Dock and installing the Dock at Bryant Park.
6. The City shall coordinate with the County’s representative to set up a mutually convenient date and time to relocate the Dock.
7. The City shall assume ownership of the Dock at the commencement of relocation to Bryant Park and shall provide for maintenance of the Dock.
8. The City shall only use the Dock in a manner that constitutes a “Project.” Project is defined in Resolution No. R-2006-0270, adopted by the County on February 7, 2006 (the “Bond Resolution”) to mean the acquisition of real property or interests therein that preserve, protect or expand public access to and use of freshwater and saltwater bodies of water, the construction of

capital improvements that facilitate public access to and use of such bodies of water including, but not limited to, boat ramps, public parking and governmentally approved waterway dredging, and the acquisition of real property or interests therein that preserve working waterfront areas.

9. If at any time the City ceases to use the Dock in a manner that constitutes a Project, the City shall transfer the Dock back to the County at no cost to the County. The City shall be solely responsible for the cost of transporting the Dock back to a location approved by the County.

#### ARTICLE IV – MISCELLANEOUS

##### 10. REPRESENTATIVES

The County's representative during the performance of this Contract shall be Mr. Carman Vare, telephone no. (561)233-2444.

The City's representative during the performance of this Contract shall be Jamie Brown, telephone no. (561)586-1720.

##### 11. TAX COVENANTS OF THE CITY

The City understands that the Dock was acquired by the County with a portion of the proceeds of the County's \$50,000,000 General Obligation Bonds (Waterfront Access Projects), Series 2006 (the "Bonds"), and is subject to restrictions on its use for the term of the Bonds, in order to preserve the exclusion from gross income of the interest on the Bonds. The City hereby covenants that it shall not make any use of the Dock that would cause the Bonds to be classified as "private activity bonds" within the meaning of section 141 of the Code. In furtherance, and not in limitation of, this covenant, the City hereby represents and covenants:

(a) The Dock will be owned and operated by the City or another governmental unit throughout the term of the Bonds. The City will not enter into any arrangement to transfer ownership of any portion of the Dock that will not be dedicated to other governmental units before the last Bond is retired. The City acknowledges that the last Bond is not scheduled to be retired until August 1, 2026.

(b) The City will not enter into any lease or other contractual arrangement which permits any nongovernmental person to use any portion of the Dock in such person's trade or business unless: (i) such use complies with the management contract safe harbor provisions of Revenue Procedure 97-13 or any successor guidance, (ii) such use constitutes general public use (within the meaning of 26 CFR § 1.141-3(c)), or (iii) the City has consulted with the County's Bond Counsel and has determined that such lease or other contractual arrangement will not adversely affect the exclusion from gross income of interest on the Bonds.

(c) Notwithstanding anything in this Agreement to the contrary, the City may enter into any contract or arrangement with respect to the Dock if the City receives an opinion of the County's Bond Counsel addressed to the City and the County that such contract or arrangement will not adversely affect the exclusion from gross income of interest on the Bonds.

(d) If an action is taken that would (absent remedial action) cause the Bonds to be treated as private activity bonds (within the meaning of Section 141 of the Code), at the direction of the County, the City will take remedial action under 26 CFR § 1.141-12 to the extent necessary to preserve the exclusion from gross income of interest on the Bonds.

##### 12. INDEMNIFICATION BY CITY

(a) If the City takes any action related to the Dock that causes interest on the Bonds to be included in the gross income of the holders thereof, the City shall, to the full extent permitted by law, indemnify and hold the County harmless from any loss resulting from same.

(b) To the extent permitted under Florida law, the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence related to the removal, transfer and re-installation of the Dock. However,

nothing in this paragraph shall be interpreted as a waiver of the City's sovereign immunity as provided in Section 768.28, Florida Statutes, as amended from time to time, or as consent by the City to be sued.

(c) In the City's contract with its contractor, the City shall require the City's contractor to indemnify, defend and hold harmless the County as follows:

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

### 13. INDEMINIFICATION BY COUNTY

The County acknowledges the waiver of sovereign immunity for liability in tort contained in Section 768.28, Fla. Stat., and acknowledges that such statutes permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omissions of an employee of the County while acting in the scope of the employee's office or employment under circumstances in which the County, if a person, would be liable under the general laws of the State.

14. Captions. The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

15. Effective Date of Agreement. This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and the Lake Worth City Commission and shall become effective only when signed by both parties.

16. Insurance. Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, the City and County acknowledge to be insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such limits that may change and be set forth by the legislature. In the event the City or County maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, the City and County shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The City and County acknowledge to be insured or self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, the City and County agree to provide a Certificate of Insurance evidencing insurance or self-insurance and/or sovereign immunity status, which the City and County agree to recognize as acceptable for the above mentioned coverages.

17. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

18. Governing Law. This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Palm Beach County, Florida.

19. Notice. For the purposes of this Agreement, notices to the other party shall be deemed sufficient when addressed to the following persons and addresses and deposited in the United States Mail:

- a. City of Lake Worth  
Office of the City Manager  
7 North Dixie Highway  
Lake Worth, Florida 33460

With copy to:

Torcivia, Donlon, Goddeau and Ansay, P.A.  
City Attorney  
701 Northpoint Parkway  
Suite 209  
West Palm Beach, Florida 33407

- b. Palm Beach County  
Department Director  
Department of Environmental Resources Management  
2300 N. Jog Road  
West Palm Beach, Florida 33411-2743

With copy to:

County Attorney's Office  
ERM Attorney  
Palm Beach County, 6<sup>th</sup> Floor  
301 N. Olive Avenue  
West Palm Beach, FL 33401

Should either party change its address, written notice of such new address shall promptly be sent to the other party.

20. Termination. If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving thirty (30) days' written notice of any deficiency and its intent to terminate. If the deficiency is not corrected within this time, unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the thirty (30) day time period. If this Agreement is terminated by either party prior to August 1, 2026, the City shall transfer the Dock back to the County at no cost to the County. The City shall be solely responsible for the cost of transporting the Dock back to a location approved by the County.

21. Non-exclusivity of Remedies. 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.

22. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, age, sexual orientation, familial status, gender identity gender expression or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

The City has submitted to the County a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to the County that City's non-discrimination policy conforms to R-2014-1421, as amended.

23. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

24. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

25. Entirety of Agreement. This Agreement shall be deemed to be the sole agreement between the parties, and no prior agreements or other prior writings shall supersede that which is contained in this Agreement. The Agreement may be amended only by written document executed by both parties.

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

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

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

WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

ATTEST:

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_, Clerk

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Shelley Vana, Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS:

BY: \_\_\_\_\_  
Assistant County Attorney

BY: \_\_\_\_\_  
Robert Robbins, Director Environmental  
Resources Management

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF LAKE WORTH**

BY: \_\_\_\_\_  
Pam Triolo, Mayor

DATE: \_\_\_\_\_

ATTEST:

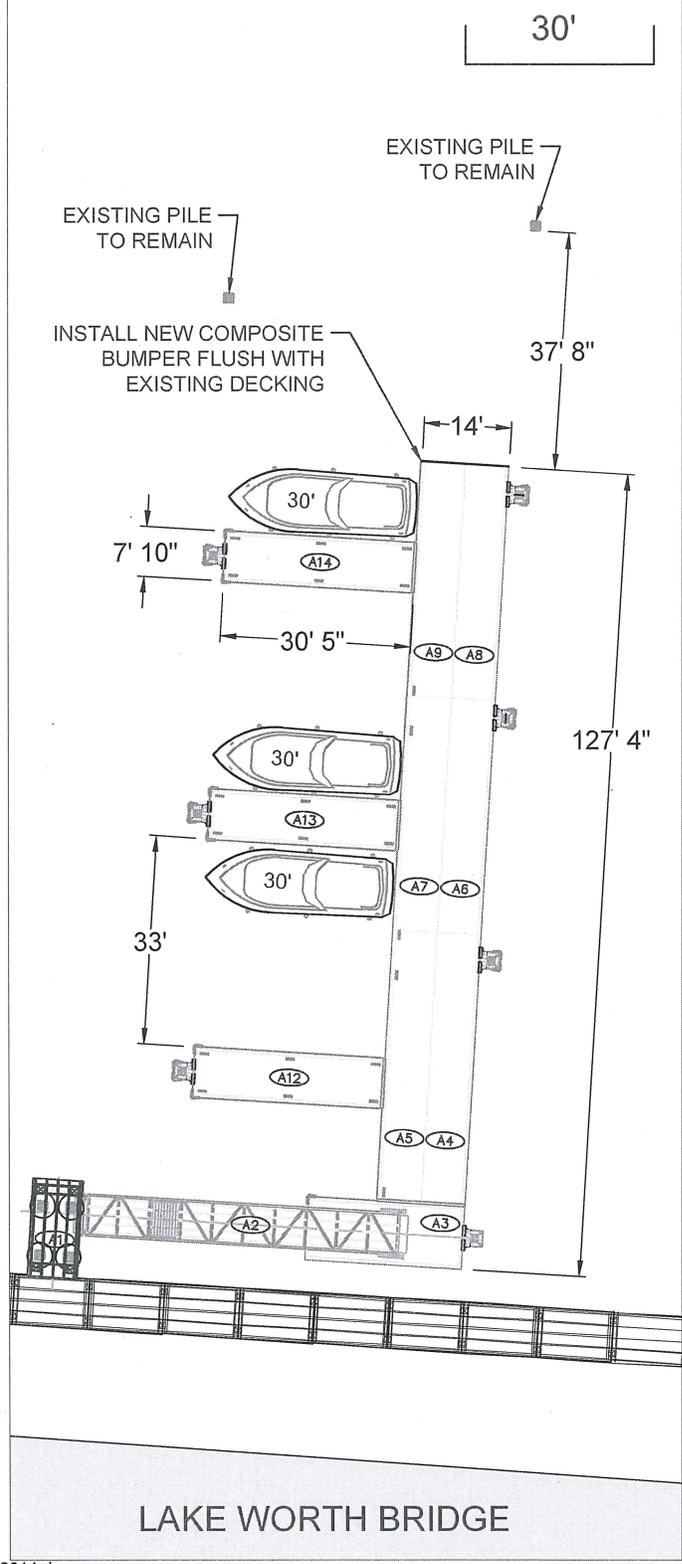
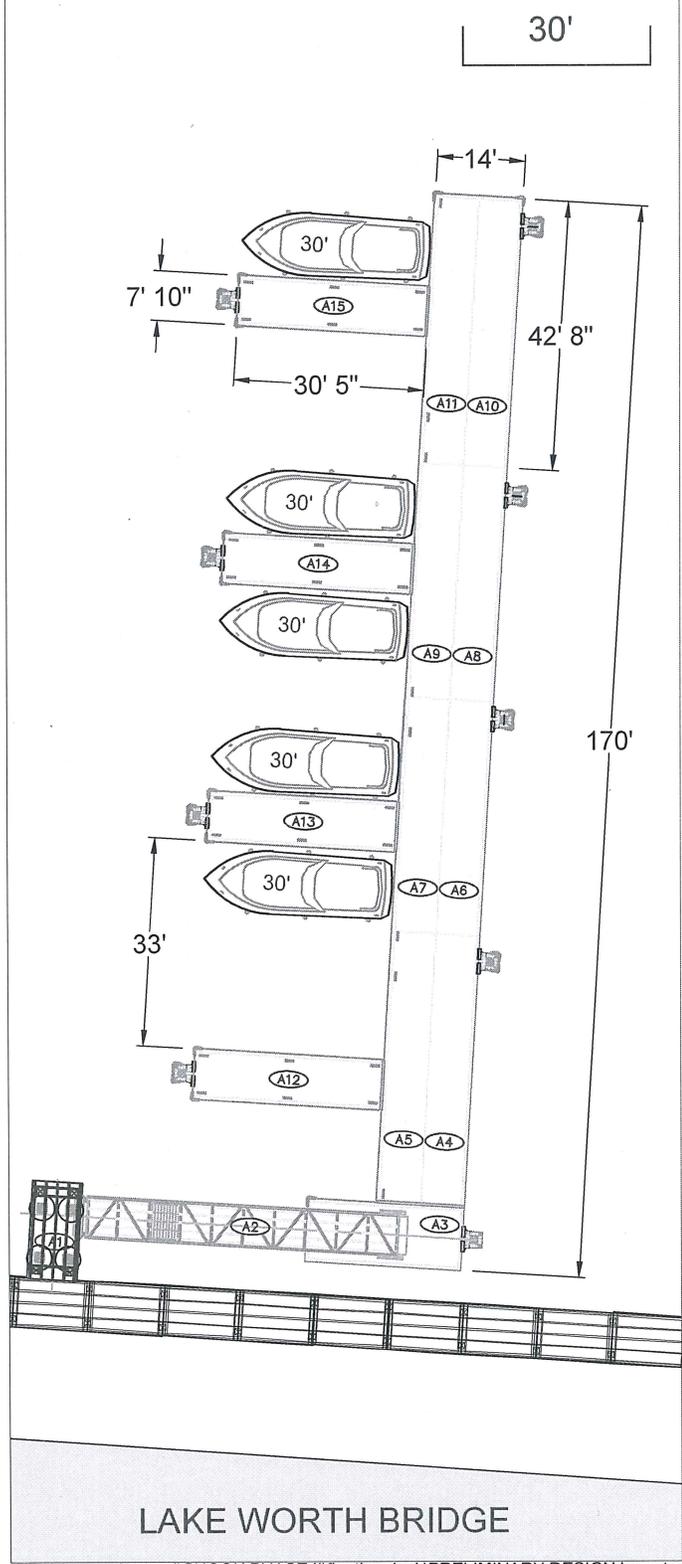
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

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

EXISTING

PROPOSED



LAKE WORTH BRIDGE

LAKE WORTH BRIDGE

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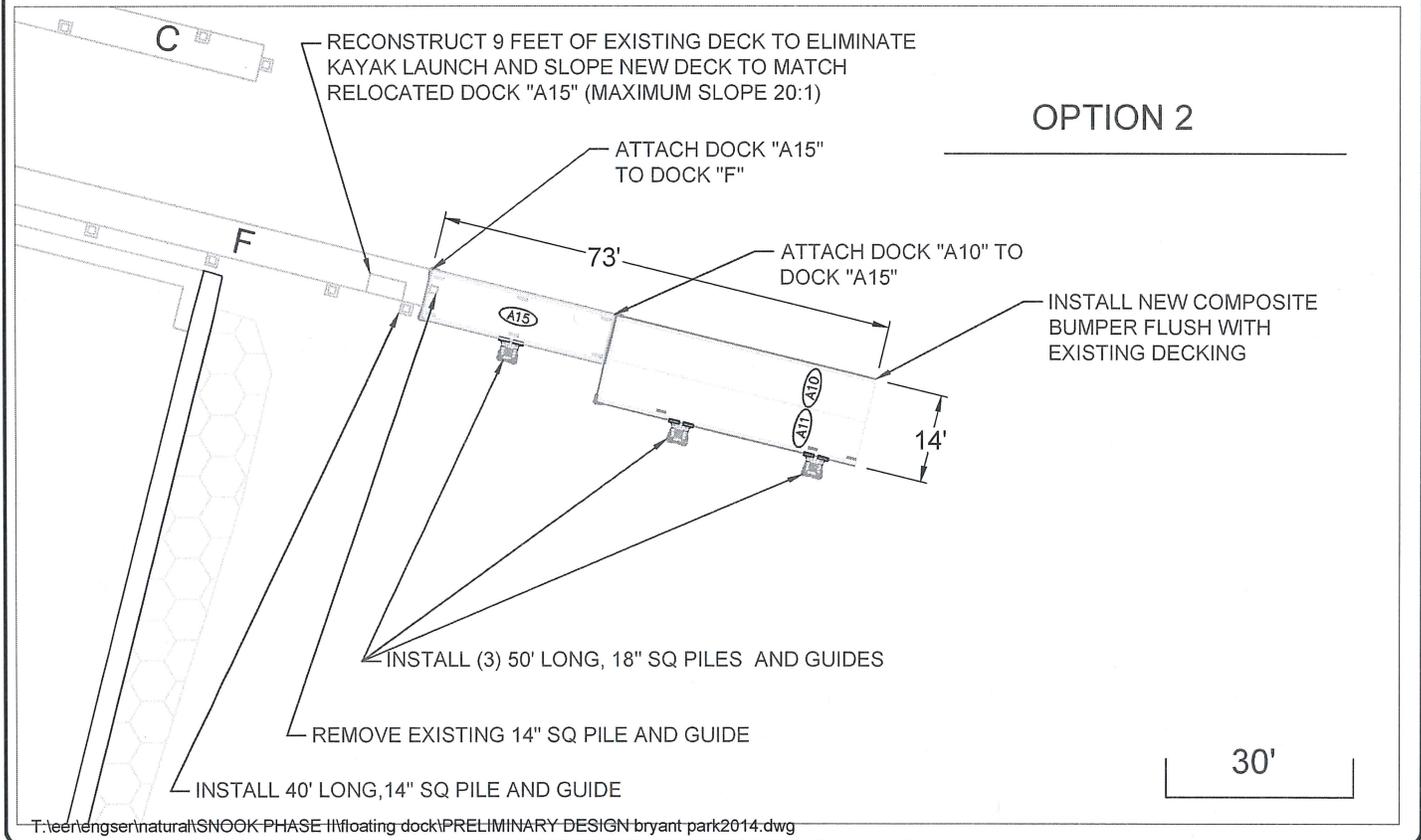
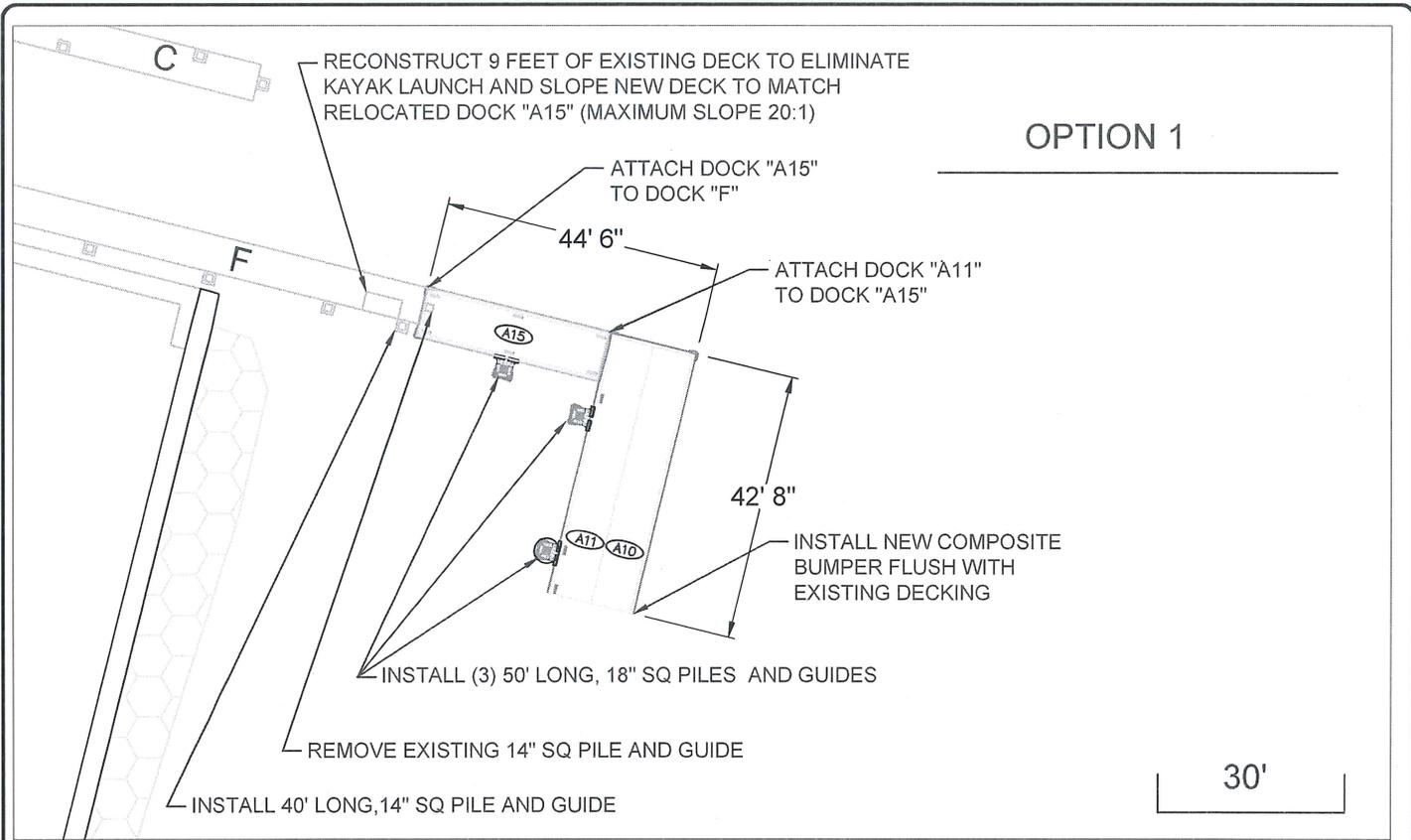
BRYANT PARK BOAT RAMP MODIFICATION  
SNOOK ISLAND DOCK

SEAL

Scale: AS NOTED	No:	Revision:	By:	Date:
Approved: FG				
Drawn: CG				
Checked: ME				
Date: 12/11/14				



PALM BEACH COUNTY  
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
2300 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(561) 233-2400



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Of: 3

**BRYANT PARK BOAT RAMP MODIFICATION**

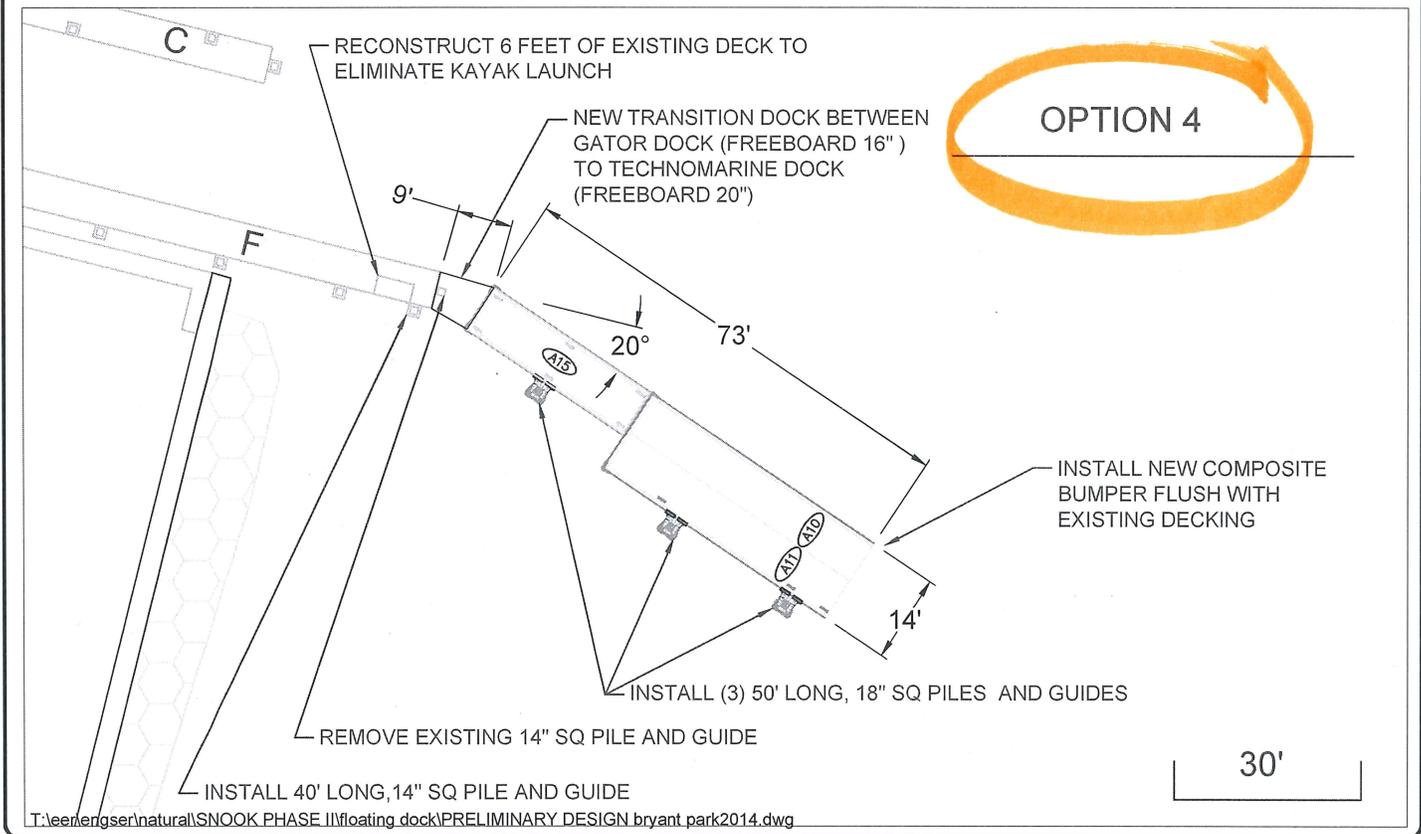
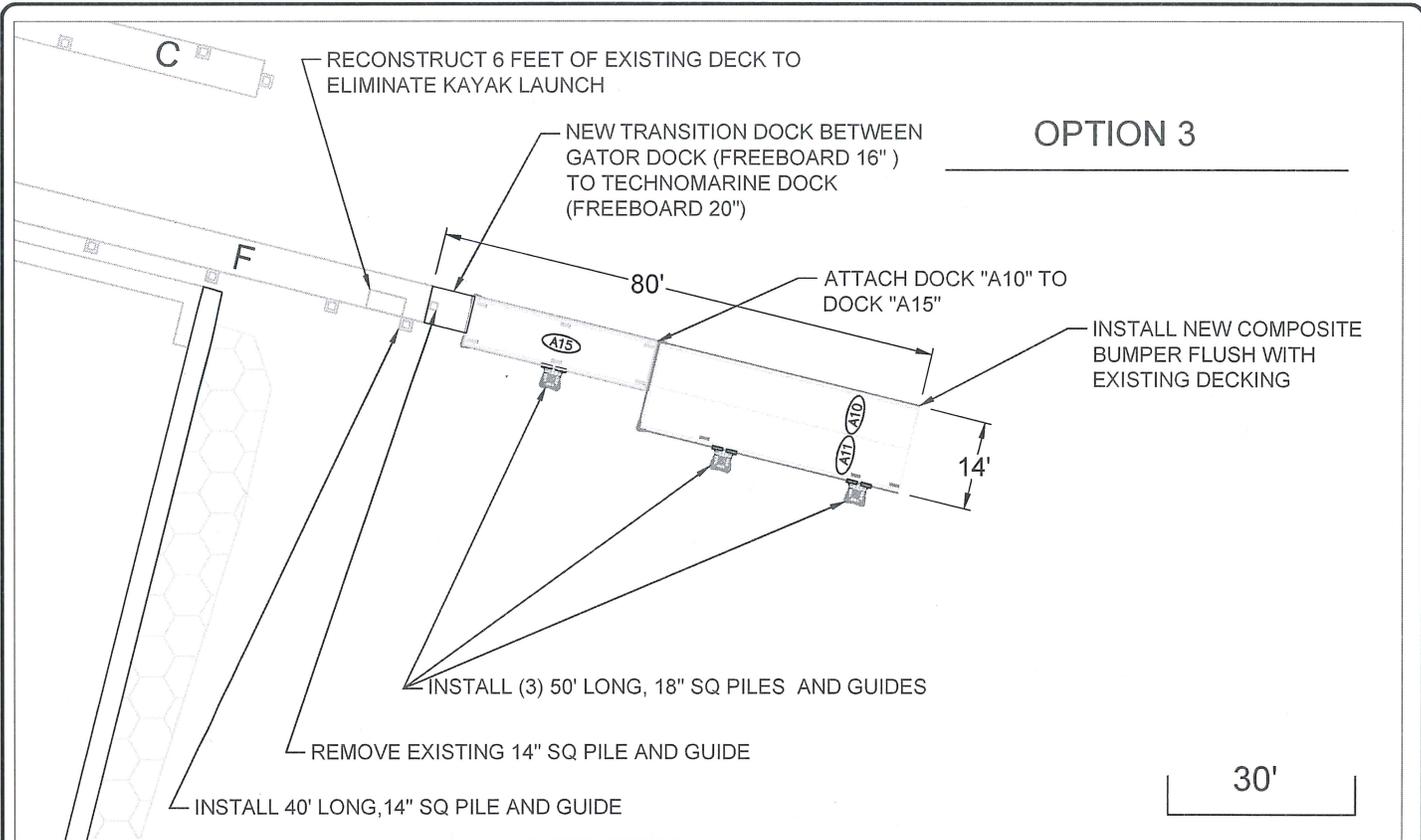
OPTIONS 1 AND 2

SEAL

Scale: AS NOTED	No:	Revision:	By:	Date:
Approved: XX				
Drawn: XX				
Checked: XX				
Date: XXX				



PALM BEACH COUNTY  
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
2300 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(561) 233-2400



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Of: 3

BRYANT PARK BOAT RAMP MODIFICATION  
OPTIONS 3 AND 4

SEAL

Scale: AS NOTED	No:	Revision:	By:	Date:
Approved: XX				
Drawn: XX				
Checked: XX				
Date: XXX				



PALM BEACH COUNTY  
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
2300 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(561) 233-2400







## CITY OF LAKE WORTH

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

**AGENDA DATE:** April 21, 2015, Regular Meeting

**DEPARTMENT:** Public Services

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### **EXECUTIVE BRIEF**

#### **TITLE:**

Contract with Vance Construction to remove and transfer a portion of Snook Islands floating dock to the Bryant Park Boat Ramp

#### **SUMMARY:**

The Contract will provide for the removal of a portion of the dock system and transfer to the Bryant Park Boat Ramp just south of the bridge at no cost to the City.

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

Attached to this agenda item is an excerpt from the 2012 Boat Ramp Replacement bid set. As depicted in this layout, a 100 foot staging dock with five additional 18” concrete pilings was originally proposed as Bid Alternate 3. Due to difficulties during construction (driving two particular pilings and helical anchor issues), there were not enough funds to move forward with this alternate. The City also did not have enough funds to proceed with Bid Alternate 1, overlay and restriping of the existing Boat Ramp Parking Lot. Fortunately, we were able to complete the parking lot earlier this year and now have an opportunity to move forward with a modified version of the original proposed staging dock.

Vance Construction, under contract with the County for another marine project located in the Lake Worth Lagoon, utilized the area that had already been designated for Snook Island staging at the north end of Bryant Park. In exchange for the City allowing this access, Vance Construction will perform this dock transfer and all associated engineering and design at *no cost* to the City.

The companion to this contract with Vance Construction is an interlocal agreement with the County for the donation of a portion of their dock system at Snook Islands and transfer to the Bryant Park Boat Ramp. The interlocal agreement is also on the April 21, 2015, Commission’s agenda for consideration.

#### **MOTION:**

I move to approve / disapprove a contract with Vance Construction for the transfer of a section of the Snook Island dock system to the Bryant Park Boat Ramp.

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

Fiscal Impact Analysis – not applicable  
Floating Dock Construction Contract – Vance Construction  
Bryant Park – Boat Ramp Modification  
Original Boat Ramp Layout from 2-03-12 Bid Set

**CONSTRUCTION CONTRACT FOR  
REMOVAL, TRANSFER AND REINSTALLATION OF FLOATING DOCK**

THIS CONSTRUCTION CONTRACT ("Contract") is by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **Vance Construction Co.**, a Florida corporation, with its principal place of business at 225 Southern Blvd., Suite 201, West Palm Beach, FL 33405 ("Contractor").

WHEREAS, the City entered an Interlocal Agreement with Palm Beach County to remove, transfer and reinstall the floating dock from Snook Island Public Use Facility to an area adjacent to Bryant Park (the "Project"); and

WHEREAS, the City has received the design, engineering and plans from Palm Beach County for the Project; and

WHEREAS, the City and Contractor desire to enter this Agreement for the Contractor to construct the Project in accordance with the County's design, engineering and plans; and

WHEREAS, the City finds entering this contract with the Contractor as described herein serves a valid public purpose.

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

Article 1. DOCUMENTS, ADMINISTRATOR, AND NO COST.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents are: this Contract; the design, engineering and plans prepared by Palm Beach County, which are incorporated herein by reference and have been provided to Contractor ("County Plans"); and, any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

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

First Priority:	Duly executed Change Orders
Second Priority:	This Contract
Third Priority:	County Plans

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

the City Commission (depending on the authority set forth in the City's Procurement Code).

1.3 No Cost Contract. The City and Contractor agree that the services of the Contractor shall be provided without cost to the City.

## Article 2. CONTRACT TIME AND SUBCONTRACTS.

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

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

## Article 3. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

## Article 4. INDEMNITY AND INSURANCE.

4.1 The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners,

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

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

4.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

4.4 The Contractor shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the City, the types and amounts of insurance set forth below. The Contractor shall not commence services until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. An appropriate Certification of Insurance shall be satisfactory evidence of insurance and shall name the City as an additional insured for all insurance except Workers' Compensation. Until such insurance is no longer required by this Contract, the Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. The Contractor shall maintain during the life of this Contract the following types of insurance:

**Commercial general liability**, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by or contracting with

the Contractor.

**Workers' Compensation Insurance and Employer's Liability Insurance** for all employees as required by Florida Statutes.

**Comprehensive automobile liability** in the amount of \$1,000,000 per occurrence to protect the Contractor from claims for damage for bodily or personal injury, including wrongful death, as well as claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly or indirectly employed by or contracting with the Contractor.

4.5 The insurance provided by the Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City shall be excess of, and shall not contribute with, the insurance provided by the Contractor. Except as otherwise specified, no deductible or self-insured retention is permitted.

4.6 Compliance with these insurance requirements shall not limit the liability of the Contractor. Any remedy provided to the City by the insurance provided by the City shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the City under this Contract or otherwise.

4.7 Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by this Contract.

4.8 The Contractor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Contract. In the event of any termination or suspension, the City may use the services of another contractor without the City incurring any liability to the Contractor.

#### Article 5. TERMINATION.

5.1 **TERMINATION BY CITY:** The City may terminate the Contract and the Contract Documents if the Contractor:

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

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

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

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

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

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

**5.2 TERMINATION BY THE CITY FOR CONVENIENCE:** The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

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

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

#### Article 6. MISCELLANEOUS.

- 6.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the City's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if

any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date: The effective date of this Contract is the date the Contract is approved by the City Commission.
- 6.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
- (a) Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Contract.
  - (b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - (d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this

Contract and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.
- 6.15 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.16 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- 6.17 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.
- 6.18 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its Subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other

documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The City grants to the Contractor and Contractor's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's Subcontractors in future projects of the Contractor or Contractor's Subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's Subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

- 6.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 6.20 Contractor hereby waives any and all rights to Subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- 6.21 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the City:

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

and to the Contractor as follows:

Vance Construction Co.,  
225 Southern Blvd., Suite 201  
West Palm Beach, FL 33405

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

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

IN WITNESS WHEREOF, the City and Contractor have caused this Design and Construction Contract to be executed the day and year shown below.

CITY OF LAKE WORTH, FLORIDA

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

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

ATTEST:

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

Approved as to form and legal sufficiency:

Glen J. Torcivia  
Glen J. Torcivia, City Attorney

CONTRACTOR: VANCE CONSTRUCTION CO.

By: \_\_\_\_\_  
Print Name: James E. Vance, Jr.  
Title: President

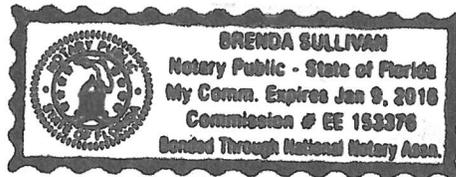
[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2015 by James E. Vance, as \_\_\_\_\_ of Vance Construction Co., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

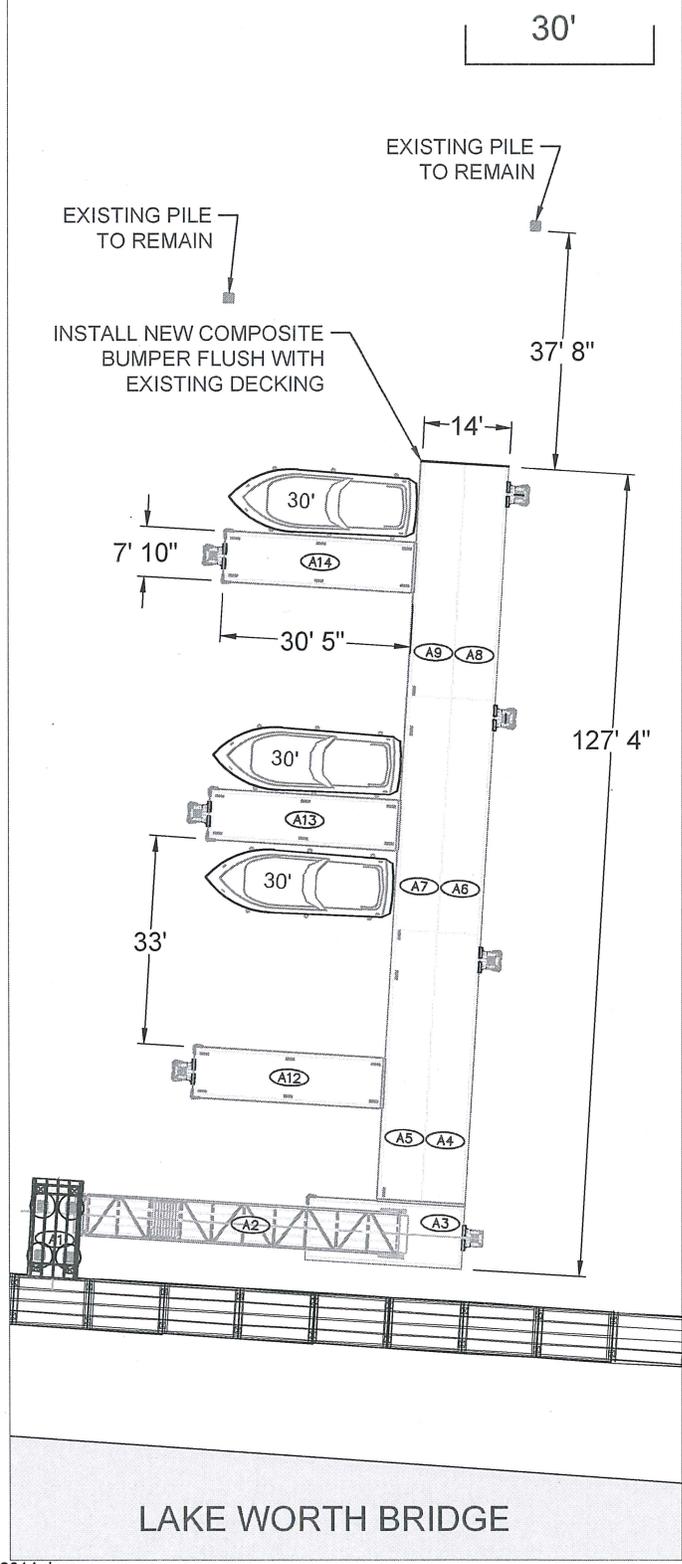
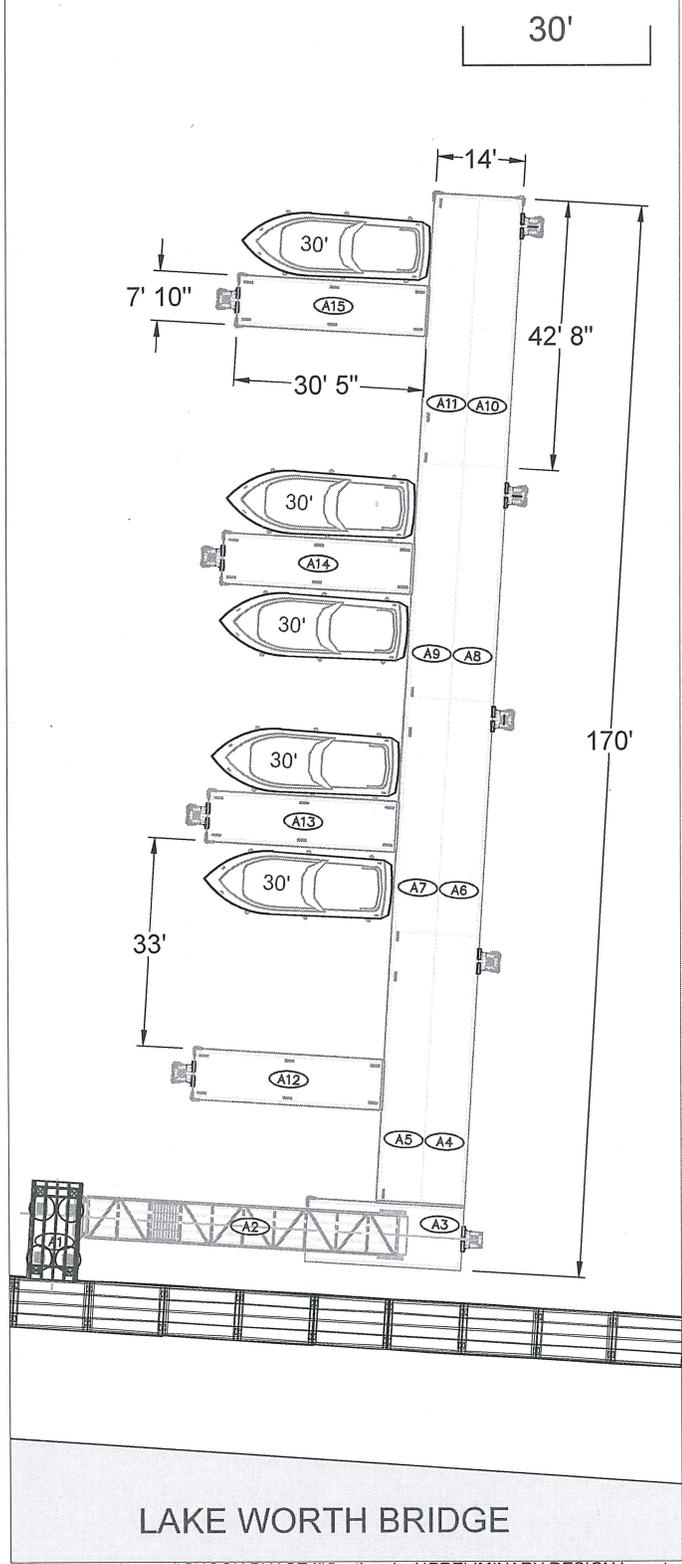
Notary Public:

Brenda Sullivan  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



EXISTING

PROPOSED



LAKE WORTH BRIDGE

LAKE WORTH BRIDGE

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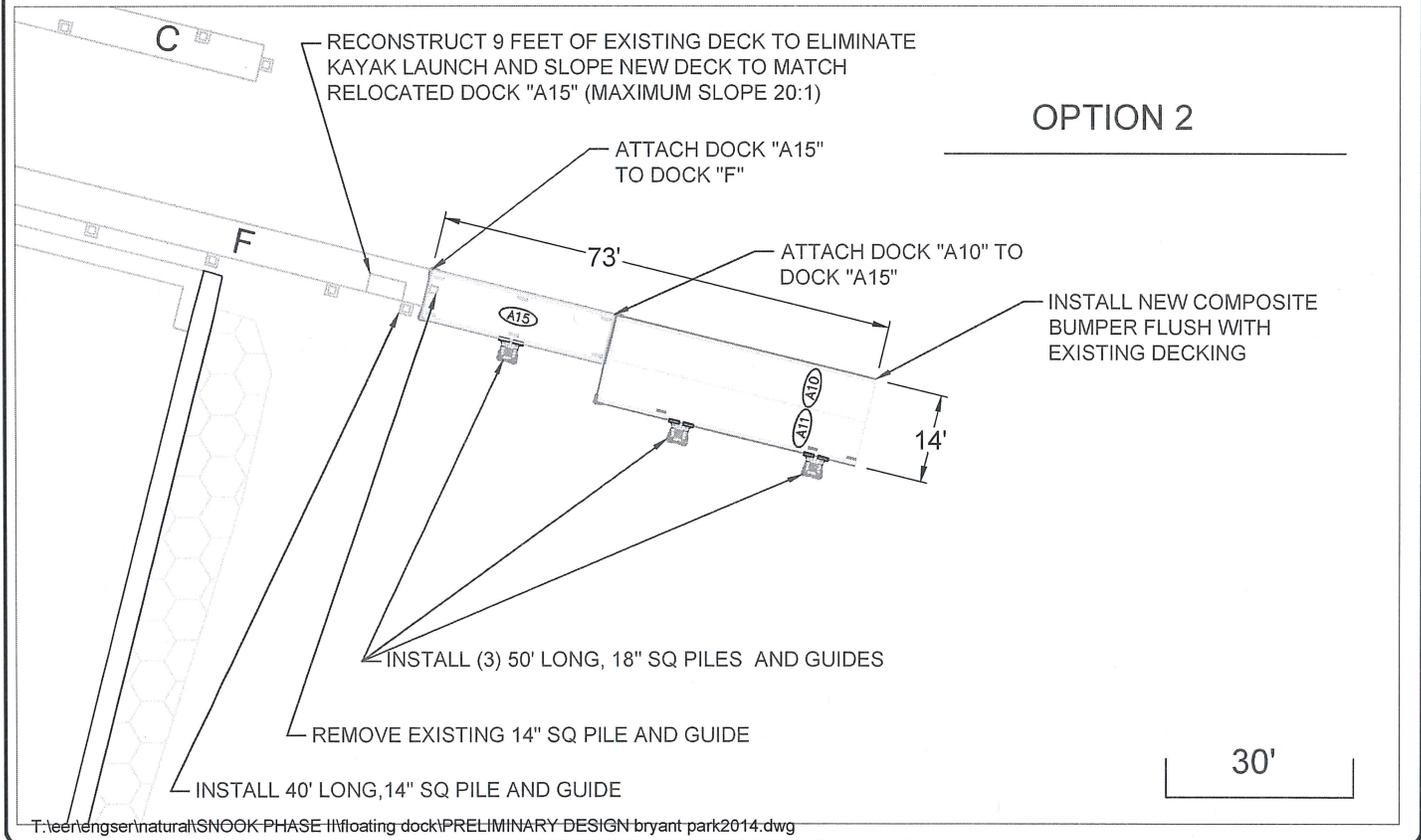
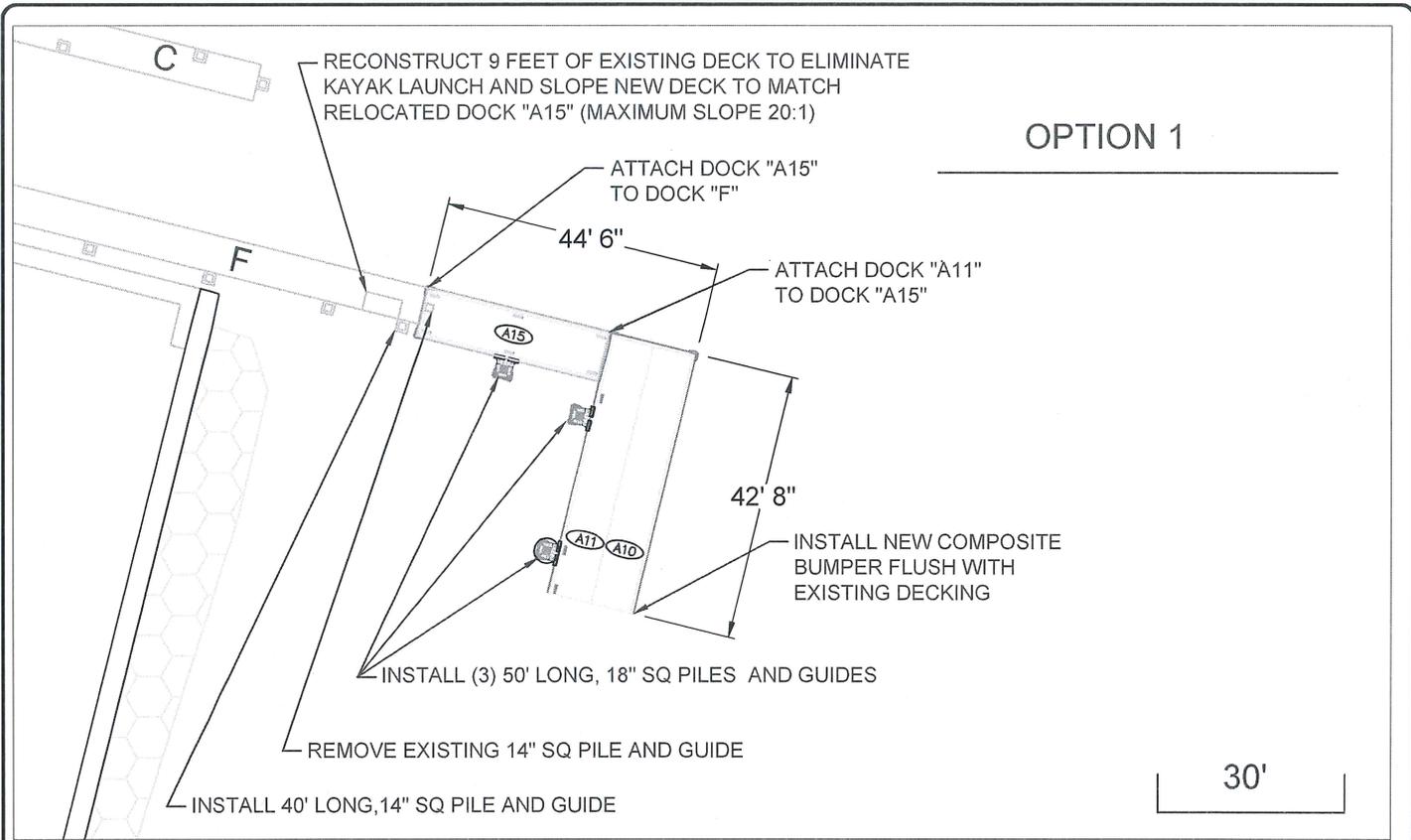
BRYANT PARK BOAT RAMP MODIFICATION  
SNOOK ISLAND DOCK

SEAL

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Approved: FG				
Drawn: CG				
Checked: ME				
Date: 12/11/14				



PALM BEACH COUNTY  
DEPARTMENT OF  
ENVIRONMENTAL RESOURCES MANAGEMENT  
2300 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(561) 233-2400



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**BRYANT PARK BOAT RAMP MODIFICATION**

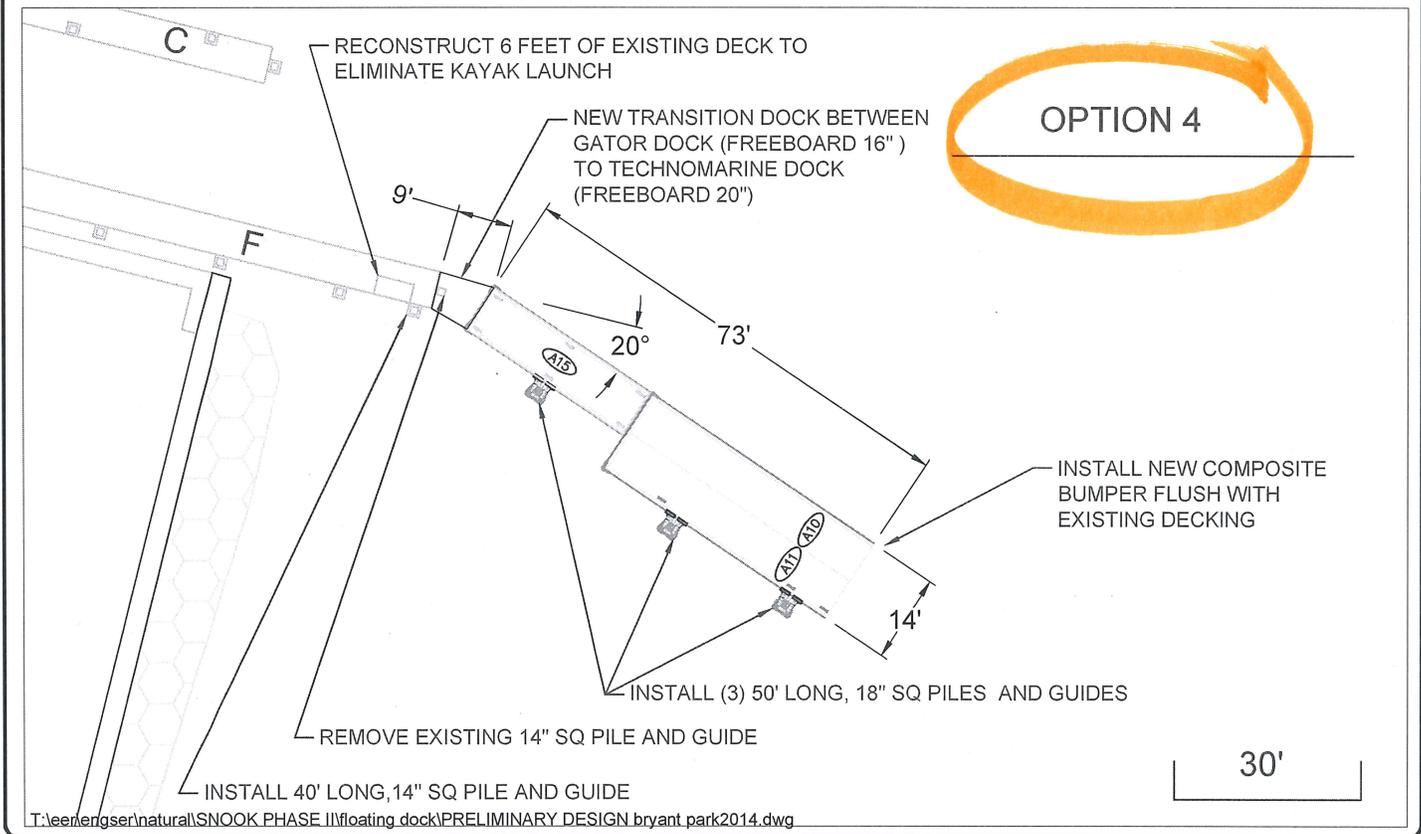
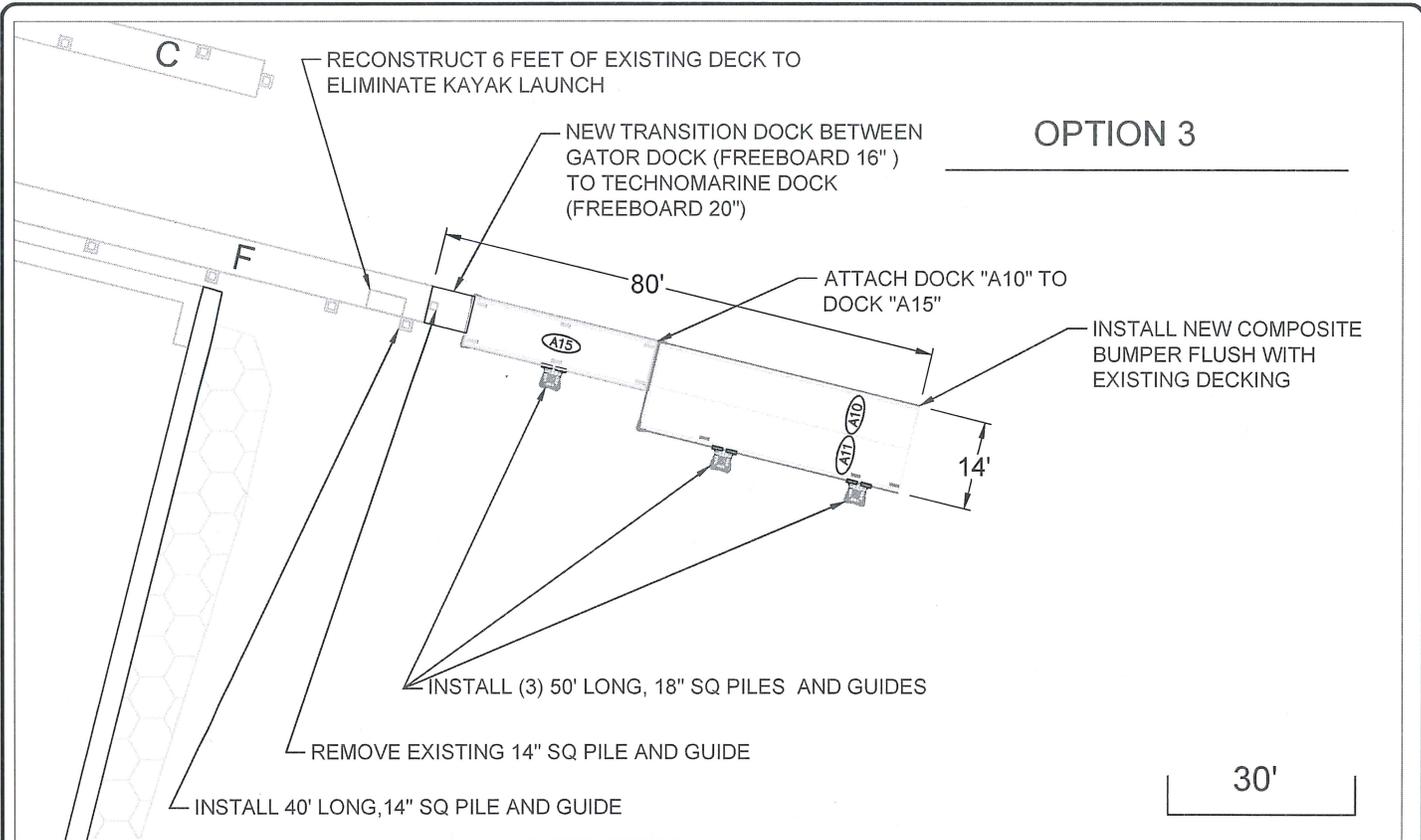
OPTIONS 1 AND 2

SEAL

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Approved: XX				
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PALM BEACH COUNTY  
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
2300 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(561) 233-2400



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BRYANT PARK BOAT RAMP MODIFICATION  
OPTIONS 3 AND 4

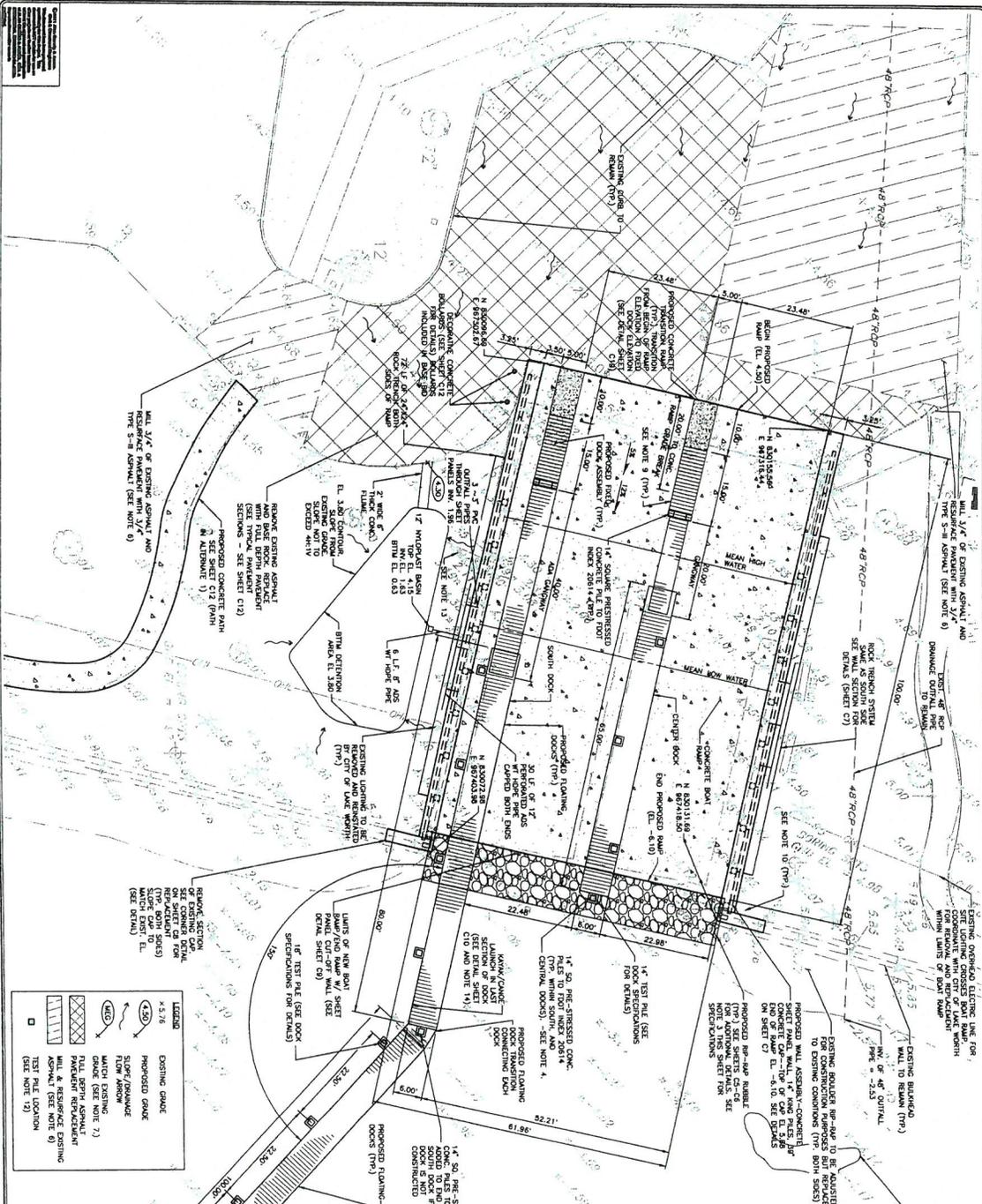
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PALM BEACH COUNTY  
DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
2300 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(561) 233-2400





**BID SET**  
 02/03/2012  
 SHOWN BY: COLUMBIA, P.C. License No. 55027

**NOTES:**

- CONTRACTOR TO CONSTRUCT SHEET PER CONFORM TO CONSTRUCTION PURPOSES FOR REMOVAL AND REINSTATEMENT OF EXISTING CONCRETE BOAT RAMP AND DOCK AS SHOWN ON SHEET C13 FOR REMOVAL AND REINSTATEMENT WITHIN LIMITS OF BOAT RAMP.
- EXISTING OR BOLDLINE REPAIRS TO BE MAINTAINED FOR CONSTRUCTION PURPOSES FOR REMOVAL AND REINSTATEMENT OF EXISTING CONCRETE BOAT RAMP AND DOCK AS SHOWN ON SHEET C13.
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**LEGEND:**

- EXISTING GRADE
- PROPOSED GRADE
- SLOPE/GRADIENT
- FLOW ARROW
- MATCH EXISTING DOCK (SEE NOTE 2)
- REPAIR/REINSTATEMENT
- WALL & REINSTATEMENT EXISTING ASPHALT (SEE NOTE 6)
- TEST PILE LOCATION (SEE NOTE 13)

**REVISIONS:**

NO.	DATE	DESCRIPTION
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**BRYANT PARK BOAT RAMP REPLACEMENT**  
 CITY OF LAKE WORTH, FLORIDA

**ENGINEERING PLAN AND GEOMETRIC LAYOUT**

**Alan Gerwig & Associates, Inc.**

12796 W Forest Hill Blvd., Suite 204  
 Wellington, FL 33414  
 CA #7695

Ph: (561) 792-8000  
 Fax: (561) 792-9601

Civil and Structural Engineers



## CITY OF LAKE WORTH

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

**AGENDA DATE:** April 21, 2015, Regular Meeting

**DEPARTMENT:** Public Services

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### **EXECUTIVE BRIEF**

**TITLE:**

Adoption of the Lake Worth Urban Forest Management Plan

**SUMMARY:**

The Plan provides for an inventory of all trees located within the City's limit.

**BACKGROUND AND JUSTIFICATION:**

On May 22, 2014, the City entered into an agreement with ESciences, Inc., to perform a City-wide Tree Assessment, Inventory Survey and Management Plan as part of the City's responsibility to develop and adopt an Urban Forest Management Plan ("Plan"). The City received grant funds from the Florida Department of Agriculture and Consumer Services for the development of the Plan. The total project cost was \$27,317 and the City provided in kind services in the amount of \$9,383. The developed and recommended Plan from ESciences, Inc., is attached to this item.

The City Tree Board reviewed the Plan at its March 12, 2015 and April 9, 2015 meetings. The Board made minor revisions to the Plan and officially adopted the Plan with its revisions. City staff has reviewed the Plan and recommends adoption by the City. The following is a summary of the recommendations that shall be implemented by staff:

1. Add resilience to the existing canopy by increasing the diversity and favoring trees that are suitable for the changes occurring in the environment (flood tolerant, salt tolerant, shoreline stabilizing).
2. Set a goal of increasing the canopy coverage by 5% over a 10 year period. The Tree Inventory shall be performed every 10 years.
3. Continue to plant and maintain trees in the streets right of way.
4. Identify suitable locations and initiate tree planting programs within publicly owned properties.
5. Initiate City funded tree giveaways and continue to utilize the Tree Board to conduct outreach to citizens.
6. Strict adherence to the code to ensure new developments and existing properties meet landscape requirements.
7. Revisions to existing Municipal Code per ESciences recommendations and Tree Board recommendations.
8. Encourage the use of trees that are known for wind resistance.
9. Build diversity into the canopy by encouraging the use of underutilized native trees.
10. Development of a "Recommended Tree List" for the City based on building diversity and resilience.
11. Prioritize Maintenance Plans:
  - a. Remove dead trees, invasive trees, and exotic trees

- b. Inspect trees listed as “Critical” or “Poor” and apply corrective measures to failing trees to improve condition.
  - c. Inspect all trees listed as “Fair” and apply corrective measures to “fair” rated trees to improve health
  - d. Inspect all trees listed as “Good-Fair” and apply corrective measures to “Good-fair” trees to maintain health
  - e. Re-inspect all trees listed as “Good-Fair”, “Fair”, and “Critical” and apply corrective measures to improve and maintain tree health
12. Develop a Landscape Technical Manual that can be used as guidance to its residents and developers.
  13. Maintain centralized management of every aspect of the City’s urban forest management under the Public Services Department and Grounds Division.
  14. Public Services Department to work closely with the Tree Board to ensure community engagement for its policies and procedures.

**MOTION:**

I move to approve / not approve the adoption of the City-wide Lake Worth Urban Forest Management Plan.

**ATTACHMENT(S):**

Fiscal Impact Analysis – Not applicable  
City-wide Urban Forest Management Plan  
Presentation by ESciences, Inc.



ENGINEERING  
ENVIRONMENTAL  
ECOLOGICAL

December 15, 2014

Mr. Felipe Lofaso  
Assistant Director, Public Services  
City of Lake Worth, Public Services Department  
1749 3rd Ave South  
Lake Worth, FL 33460

**Subject: Tree Assessment, Inventory Survey & Management Plan Project  
Lake Worth, Palm Beach County, Florida  
E Sciences Project Number 2-0889-001**

Dear Mr. Lofaso,

We are pleased to submit the enclosed Tree Assessment, Inventory Survey & Management Plan Project pursuant to Invitation for Bid (IFB) PS-GM 13-14-113. Included is the City of Lake Worth Urban Forest Management Plan, with the GIS data from the tree inventory saved on a DVD attached as **Appendix A**.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this project, please contact us at (954) 484-8500.

Sincerely,  
**E SCIENCES, INCORPORATED**

A handwritten signature in blue ink that reads 'Brian Voelker'.

Brian Voelker  
Project Scientist, ISA Certified Arborist

A handwritten signature in blue ink that reads 'Justin Freedman'.

Justin Freedman  
Project Manager, ISA Certified Arborist

# City of Lake Worth Urban Forest Management Plan



City of Lake Worth, Florida

December 15, 2014

E Sciences Project Number: 2-0889-001



**ENGINEERING**  
**ENVIRONMENTAL**  
**ECOLOGICAL**

Prepared for:

City of Lake Worth  
Felipe A. Lofaso  
Assistant Director of Public Services  
City of Lake Worth, Public Services Department  
1749 3rd Ave South  
Lake Worth, FL 33460



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**APPENDICES**

Appendix A   Tree Inventory Data

## **1.0 VISION**

The urban forest of the City of Lake Worth (the City) represents a considerable economic and environmental asset to the community. A tree care maintenance program, based on the results of a public tree assessment and inventory of the City's public trees, has been prepared, allowing for prioritization, scheduling, and budgeting for urban and community forestry programming in the City of Lake Worth. Improved tree health and survival will result in long term benefits and reduce public liability by elimination of hazardous conditions.

The development of a progressive, long range urban and community forestry maintenance program based on preliminary research, inventory and study will provide the foundation for an ongoing program that will result in a healthier and safer community forest in Lake Worth.

At this time of increased environmental awareness, it seems hardly necessary to point out the major contributions of plant life to community health, and the benefits provided by urban and community trees. By protecting against the harshness of the urban environment, green plants make a difference between an unhealthy city or town and a wholesome human community. Tree-lined streets and canopied parks are not only inviting, but are natural providers of important aspects of the quality of life. As their beneficiaries, we rely on them to clean our air, provide dynamic buffers, reduce noise, conserve our soil, and add to the visual quality of our community.

## **2.0 MISSION**

It is the intent of the Lake Worth City Commission to regulate the removal, relocation, and replacement of trees and to prevent the abuse of the trees within the city limits to ensure the adequacy and improvement of the city tree canopy. The task of managing the City's urban forest is delegated to the City's Public Services Department.

### **3.0 INTRODUCTION**

Lake Worth is a coastal city of 37,000 residents and seven square miles, located in Palm Beach County, Florida. The Atlantic Ocean and the broad waters of the Lake Worth Lagoon form the City's east boundary and the beautiful fresh waters of Lake Osborne its west. Next door to Palm Beach, it is situated along the latitude making it the northernmost point of the subtropics. Lake Worth is truly the place “where the tropics begin” and the fun never ends.

Accordingly, the City has a diverse and vibrant tree canopy that incorporates native trees and palms from tropical locations to the south and more temperate climates to the north, as well as a wide variety of suitable non-native species that provide additional aesthetic and environmental value and services to residents and visitors.

The City is the geographic and artistic center of Palm Beach County. The downtown is considered the artistic soul of Lake Worth with a historic theater and a museum, live music clubs, coffee houses, art galleries, antique malls, retail stores, and many restaurants. Mature trees provide shade and character to the downtown area and help define it as a destination. Adjacent to downtown, are more than over 1,000 historic cottages; the largest concentration of cottages anywhere in Florida. The city's quaint cottages are painted in whimsical pastels and draped by a beautiful canopy of trees.

The City's trees provide many environmental, social and economic benefits. They filter pollutants, provide shade and homes for animals, create desirable living and working places, increase property values, attract businesses and visitors, help control storm water runoff and soil erosion and decrease cooling costs.

#### **3.1 Historical Context**

Lake Worth's tree canopy has been integral to the City's identity since incorporation in 1919. Early documentation shows that landscaping, including “palms and tropical growth” were included in early planning, fitting with the City's claim of being “Where the Tropics Begin.”

Its location at the border of the tropics has had negative effects on the City's canopy. Hurricanes have impacted the canopy going back to 1928. More recently, Hurricanes Frances, Jeanne, and Wilma (2004 and 2005) damaged the City's tree canopy.

In 2013, the City's Public Services Department initiated a City-wide tree inventory, canopy coverage assessment and management plan project to provide a baseline status of the City's canopy and to plan for the future.

### 3.2 Environmental Context

Understanding the species diversity and structure of the urban forest from the environmental perspective are critical in planning the management of the urban forest canopy.

Lake Worth describes itself as "Where the Tropics Begin." Accordingly, the City's streets and parks include a variety of native and non-native tropical trees and palms, such as gumbo limbo (*Bursera simaruba*), mahogany (*Swietenia mahagoni*), royal Poinciana (*Delonix regia*), Hong Kong orchid (*Bauhinia blakeana*), frangipani (*Plumeria acuminata*), coconut palm (*Cocos nucifera*) and wild tamarind (*Tamarindus indica*). Also mixed in are temperate zone trees such as Virginia live oak (*Quercus virginiana*), crepe myrtle (*Lagerstroemia indica*) and dahoon holly (*Ilex cassine*). Fruit and nut trees such as mango (*Mangifera indica*) and pecan (*Carya illinoensis*) are present. Invasive tree species such as Australian pine (*Casuarina equisetifolia*), Brazilian pepper (*Schinus terebinthifolius*), seaside mahoe (*Thespesia populnea*) and Norfolk Island pine (*Araucaria heterophylla*) have established in a number of locations and are competing with native trees. Being a coastal city, Lake Worth's tree canopy includes salt favoring and salt tolerant species such as seagrape (*Coccoloba uvifera*), red (*Rhizophora mangle*), black (*Avicennia germinans*) and white (*Laguncularia racemosa*) mangroves and green buttonwood (*Conocarpus erectus*).

### 3.3 Purpose of Having a Management Plan

The urban forest is a resource that provides services to the City and its residents and businesses. Because the canopy consists of living organisms that grow, change and respond to environmental factors, this valuable natural resource requires management to thrive. The City has recognized the value of these services and identified that management of the City's trees is a priority.

#### *Services provided by trees*

While the benefits of trees are well known, research is being conducted throughout the world documenting and quantifying the ecological, health, and social services that urban trees provide.

The City's code lists the following objectives of protecting the City's trees:

- Reducing air, noise, heat and chemical pollution through the biological filtering capabilities of trees.
- Promoting energy conservation through the creation of the tree shade.
- Maximizing permeable land areas essential to surface water management and aquifer recharge.
- Preserving existing mature growth trees and natural environment areas.
- Striving for zero loss of trees within the city and increasing numbers at every opportunity.
- Striving for all single-family residences to have more planted trees.
- Promoting more shade trees lining city streets.

Additional services provided by trees include the following:

- Human response (i.e. calming, reduced stress and recovery)
- Reduced crime
- Increase in commerce in downtown areas
- Traffic calming
- Improved real estate value
- Enhanced wildlife habitat

#### *Management of the urban forest*

Urban trees are resources that require management to keep them healthy and structurally sound. This will protect the trees so that they can continue to efficiently provide the benefits listed above; it will also protect the City's residents and their property from damage that can occur when trees fail.

Urban forest management also helps mitigate for stresses to the urban forest such as hurricanes, increased flooding, pests and diseases, development and other urban factors that can reduce the long term viability of urban trees such as nutrient deficient and compacted urban soils, poor water quality and improper maintenance practices.

Elements of urban forest management include the following:

- The protection and preservation of existing healthy trees
- The maintenance of existing trees with long term viability
- The removal of dead, dying or other non-viable trees
- Planting new trees of appropriate species and in suitable locations that promote diversity and long term sustainability for the urban forest

The first step in managing the urban forest is to understand the extent, structure and the health of the resource.

## **4.0 PLAN DEVELOPMENT**

### **4.1 Planning Scope**

This urban forest management plan considers the entire urban forest, which includes the following:

- City of Lake Worth trees, such as City street trees in medians and swale areas, park and natural area trees and trees in City owned properties such as government buildings and open spaces.
- Other publicly owned/managed trees, such as trees within Florida Department of Transportation right of way, Palm Beach County owned lands, school properties, and water management district right of way and utility easements.
- Privately owned/managed trees, such as those on private residential property (single and multi-family), trees on private commercial or industrial property, trees managed by businesses in commercial areas (parking lots, commercial building complexes), trees within homeowner association common areas, and private or commercial landowners in undeveloped areas that may be subject to future development.

Trees within these spaces include the following:

- Planted horticultural trees in urbanized settings (most trees in developed areas).
- Retained native trees in urbanized settings.
- Native trees in relatively undisturbed settings.
- Invasive trees that have colonized urban and natural areas.

The first step in the development of this plan was to understand the existing structure and condition of the urban forest. This was accomplished by the following:

- Assessing the current canopy coverage to serve as a baseline from which to plan.
- Conducting historical analysis of the effects of severe storm events in 2004 to the urban forest canopy and the response and recovery of the canopy.
- Conducting an inventory of the City's right of way trees.
- Analyzing the City's current management tools and methods (i.e. the City's code and department responsibilities).

The second step in this plan was to analyze the data and make recommendations to improve the management of the urban forest, including ways to increase the coverage of the urban forest canopy, better the structure and health of the canopy, standardize the maintenance of the City's trees and improve the City's code, which serves as a tool to require the planting, maintenance and preservation of the City's trees.

## **4.2 Relationship to Other Planning Documents**

The City's Comprehensive Plan currently includes policies that relate to the City's tree canopy. These policies are listed as follows:

- Policy 1.7.2.4: The City will provide trees and landscaping downtown to enhance the quality of the urban environment.
- Policy 6.1.1.3: The City will continue to enforce land development regulations (LDRs) which mitigate air quality problems by: eliminating open burning; encouraging mixed uses within the Community Redevelopment Agency (CRA) to limit the number of vehicle trips; making provisions for planting broad canopy trees; and encouraging mass transit.
- Policy 6.1.1.6 The City shall continue to enforce the LDRs that require a minimum of 50 percent of all required trees to be native vegetation and 25 percent of all other required plants to be native vegetation species to satisfy landscaping requirements as a condition of development or permit approval.
- 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.

This plan is intended to be included in the Comprehensive Plan. Recommendations within this plan are consistent with the existing policies included above.

## **5.0 STATUS OF THE URBAN FOREST**

### **5.1 Tree Resource Assessment**

In accordance with the Invitation for Bid *IFB PS-GM 13-14-113*, and for the purpose of developing this plan, the status of the urban forest was assessed by conducting a canopy assessment and a tree inventory. These two assessments are described below.

#### **5.1.1 Canopy Assessment**

The City desired to establish the current extent of the City's tree canopy as a percentage of the City's area to serve as a baseline for future canopy preservation and growth. The City was also interested in understanding how the canopy coverage changed based on impacts from hurricanes Jeanne and Frances, which occurred between August and September of 2004.

##### **5.1.1.1 Canopy Assessment Methodology**

To assess tree canopy coverage, E Sciences' utilized i-Tree Canopy, a web-based tool developed by the US Forest Service, to conduct a city-wide canopy assessment of Lake Worth at three different times: February 28, 2004 (prior to Hurricanes Frances and Jeanne), December 30, 2004 (after Hurricanes Frances and Jeanne) and November, 2014 (present day).

The assessment methodology utilized is as follows:

- To assess the tree canopy and other information that would be useful for this assessment, E Sciences selected five land use categories: tree canopy, plantable green space, non-plantable space, surface water and impervious surface (i.e. roads, sidewalks, houses).
- E Sciences identified plantable greenspace as spaces within the City that could accommodate the planting of a tree. These spaces would include pervious, upland areas either planted with grass or groundcover, or those that are bare. This feature class excludes impervious surfaces, surface water, or greenspaces that were otherwise deemed non-plantable greenspace. Non-plantable greenspaces are pervious surfaces that cannot accommodate a tree because they are either too small or are in an inappropriate location (e.g. a ball field or canal bank right of way).
- E Sciences acquired the Geographic Information Systems (GIS) shape file of the City of Lake Worth's boundaries from the *City Limits – Derived from Florida Parcel Data – 2011* shape file that was developed by the University of Florida. This data was downloaded from the Florida Geographic Data Library for use in this assessment.
- E Sciences imported this shape file into the i-Tree Canopy program to generate random points within the City limits. While i-Tree recommends use of 500-1,000 points, E Sciences used more than 1,500 points for each year for more accuracy.
- The random points were overlain onto aerial photography to identify the land use class.

- These steps were repeated using historic aerial photographs from February and December 2004.

### 5.1.1.2 Canopy Assessment Results

The results of the assessment are shown in **Table 1**.

<b>Table 1. Percent Cover Statistical Results</b>					
Aerial Photography Date (Google Earth)	Percent Cover				
	Tree Canopy	Plantable Greenspace	Non-Plantable Greenspace	Surface Waters	Impervious
February 28, 2004 (Pre Frances & Jeanne)	27.4%	14.2%	4.1%	14.2%	40.1%
December 30, 2004 (Post Frances & Jeanne)	23.9%	18.9%	4.1%	14.0%	39.2%
November, 2014	27.7%	14.1%	4.1%	14.2%	39.8%

The results show that the current tree canopy coverage represents 27.7 percent of the City’s area. This is a slight increase from pre-hurricane levels assessed for early 2004. The tree canopy lost 13 percent of its coverage between February and December 2004, likely due to the severe hurricanes that impacted Lake Worth during this time.

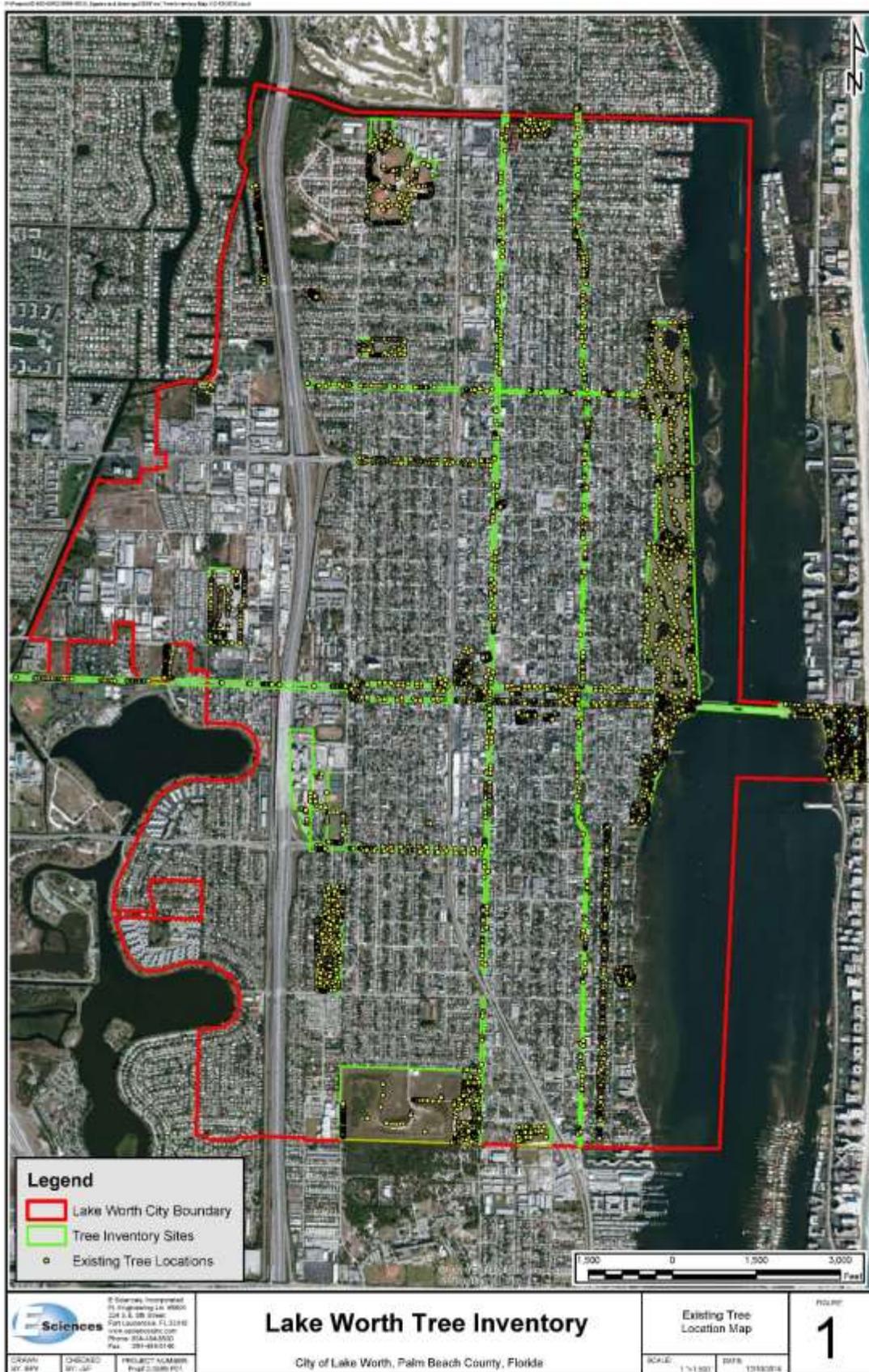
The percentage of the City currently identified as plantable greenspace is similar to pre-hurricane conditions. That percentage had increased following the hurricanes, likely due to trees that partially or entirely failed during the hurricane, leaving a space for a new trees or new growth.

### 5.1.2 Tree Inventory

The Lake Worth tree inventory consisted of mapping trees within 50 City properties identified by the City in *IFB PS-GM 13-14-113*. These properties consisted of the following:

- 12 Road Right-of-Way Segments
- 15 Parks
- 23 Other Municipal Properties (i.e. Public Works, Public Safety, Government Centers, Cemeteries, etc.)

**Figure 1** depicts the extent of the tree inventory.



A complete list of these sites is provided in **Table 2**:

**Table 2. List of All Lake Worth Properties Included in Tree Inventory**

Site Number	Site Name	Type of Site	Number of Trees
1	Lake Worth Road Median	Right of Way	85
2	Lake and Lucern Avenues	Right of Way	371
3	Boutwell Road Right of Way	Right of Way	173
4	City Hall	Government	56
5	City Hall Annex	Government	40
6	Library	Municipal Property - Other	17
7	Recreation Building	Municipal Property - Recreation	7
8	Health Dept. Building	Municipal Property - Health Dept.	13
9	Fountain Triangle Park	Park	69
10	Snook Islands	Park	44
11	Old Bridge Park	Park	59
12	Beach and Casino Complex	Park	764*
13	Steinhart Property	Municipal Property - Undeveloped	266*
14	Compass Site	Municipal Property - Other	42
15	Tropical Ridge Fitness Park	Park	4
16	Sunset Ridge Park	Park	95
17	North West Ballfield Complex	Park	446*
18, 19	North Federal Highway Medians (13th Ave North and North Federal Hwy.)	Right of way	470
20	Constitution/Blue Star Park	Park	26
21	Spillway Park	Park	134
22	Bryant Park	Park	751
23	South Palm Park and Adjacent Lots	Park	150
24	South Palm Way Blvd Median	Right of Way	397
25	Community Gymnasium - Wingfield Street	Municipal Property - Recreation	34*
26	I.A. Banks Cemetery	Municipal Property - Cemetery	61
27	Howard Park	Park	125
28	Wingfield Street Median	Right of Way	11
29	Pinecrest Cemetery	Municipal Property - Cemetery	328
30	Rotary Park	Park	5
31	J Street Parking Lot	Municipal Property – Parking Lot	13
32	K Street Parking Lot	Municipal Property – Parking Lot	56
33	CRA Parking Lot (N Dixie Hwy.)	Municipal Property – Parking Lot	35
34	CRA Parking Lots (20 South L Street. and 13	Municipal Property – Parking Lot	28

Site Number	Site Name	Type of Site	Number of Trees
	South M Street)		
35	Safety Complex	Municipal Property - Public Safety	108
36	Power/Water Plant	Municipal Property - Utilities	13
37, 38	Building/Dept. Warehouse Streets/Refuse (adjacent to site 37)	Municipal Property - Public Works	209
39	Memorial Park	Park	39
40, 43	South Dixie Highway Right of Way and Dixie Highway Median and Right of Way	Right of Way	260
41	10th Avenue Sign, Median and Right of Way	Right of Way	114
42	6th Avenue Sign, Median and Right of Way	Right of Way	93
44	Fire Station #2	Municipal Property - Public Safety	17
45	17th Ave North Natural Area	Municipal Property - Undeveloped	106
46	Terrace Drive East	Right of way	296*
47	South Landfill	Municipal Property - Other	129*
48	Osbourne School	Municipal Property - Institutional	70*
49	Public Services Compound	Municipal Property - Utilities	18
N/A	Golf Course	Park	1250*
<b>Total Number of Trees:</b>			<b>7,897</b>

\*Note - sites also included dense clusters of trees (typically invasive exotic species) where individual trees could not reasonably be differentiated. As such, the clusters of trees were mapped as polygons.

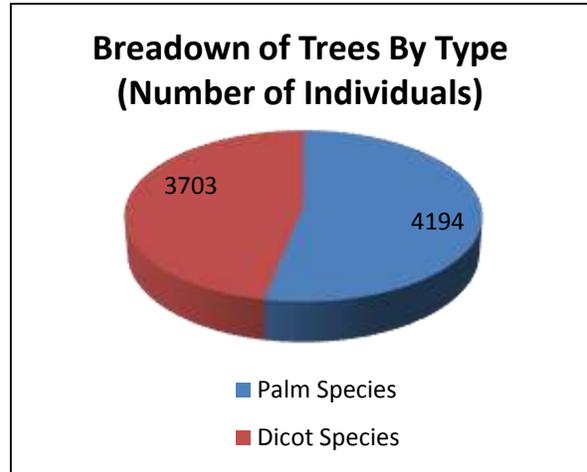
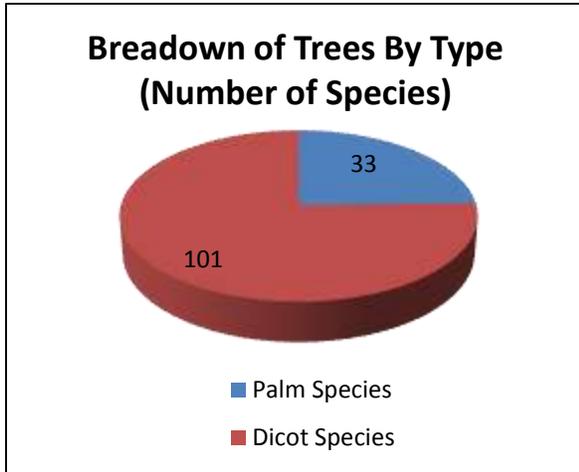
A total of 7,897 individual trees comprised of 134 separate species were mapped within the 50 City sites. The following tables and associated charts provide a breakdown of the total tree set:

**Table 2A - Summary of Trees within Inventoried Properties**

Description	Quantity
Number of Sites	50
Number of Trees	7,897
Number of Tree Species	134

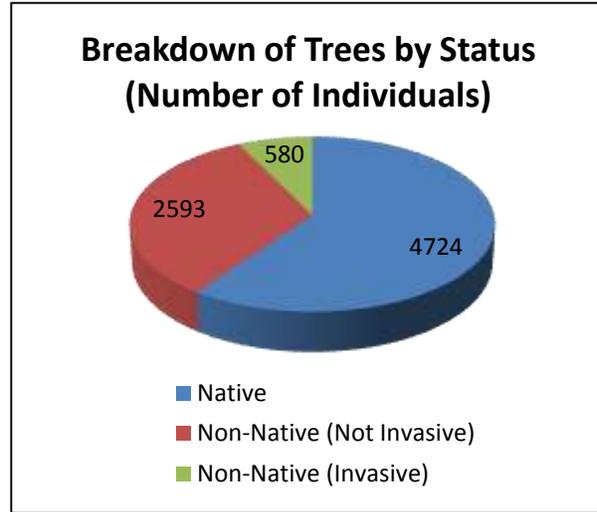
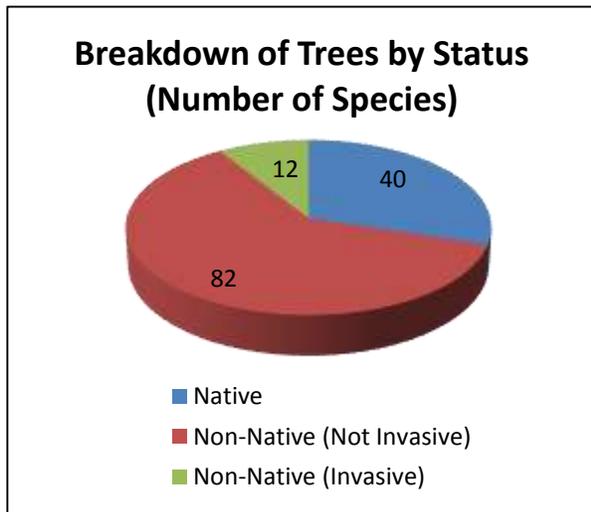
**Table 2B - Breakdown of Trees by Type within Inventoried Properties**

Type	Number of Species	Total Number of Individuals
Palms	33	4,194
Dicots	101	3,703



**Table 2C – Breakdown of Trees by Status within Inventoried Properties**

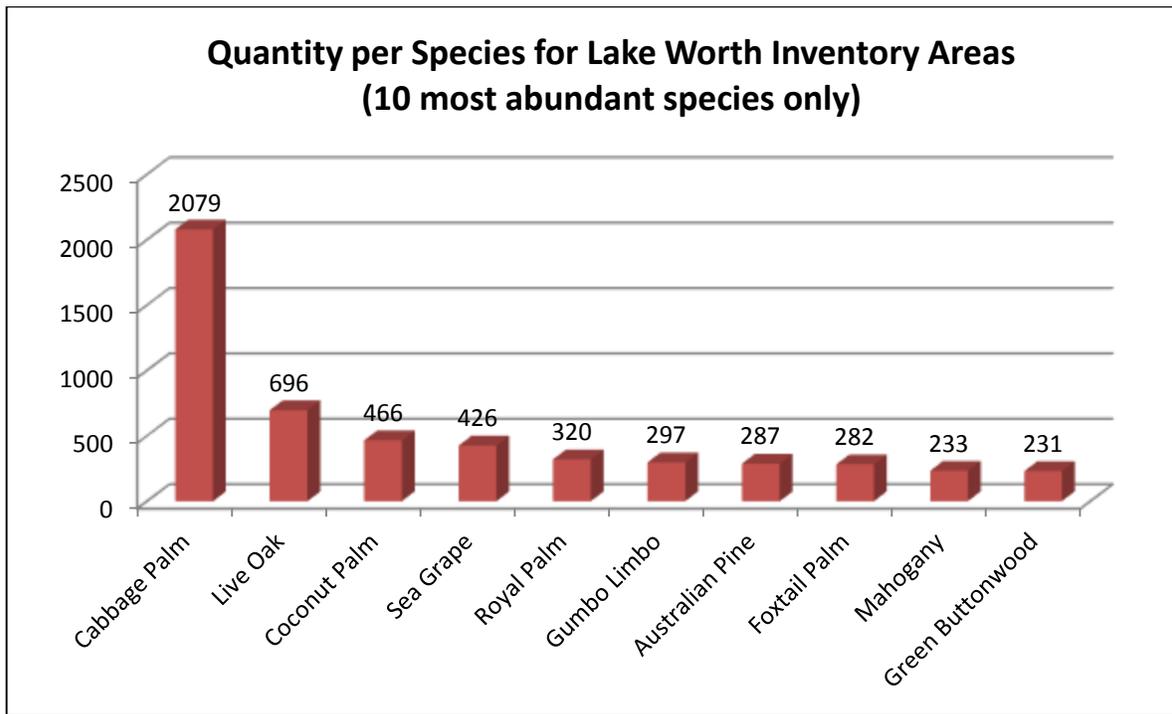
Type/Status	Number of Species	Total Number of Individuals
Native	40	4,724
Non-Native (Not Invasive)	82	2,593
Non-Native (Invasive)	12	580



As the above data indicates, the City displayed a significant diversity of species. The majority of the overall tree count consisted of palms, though the diversity of dicot trees (hardwoods and conifers) was three times greater than that of the palms. Cabbage palm (*Sabal palmetto*) was the most abundant palm species, and most abundant species overall, with 2,079 individuals present (26% of the overall tree count). Additional palm species present in relatively high abundance included coconut palm, royal palm (*Roystonea elata*), and foxtail palm (*Wodyetia bifurcata*). Live oak was the most abundant non-invasive dicot species, with 696 individuals present (9% of overall tree count). Additional non-invasive dicot species present in relatively high abundance included sea grape and gumbo limbo.

Regarding status/origin, the majority of trees are native in origin, though the diversity of non-native/non-invasive trees is twice that of native trees. Non-native/invasive trees accounted for a relatively small percentage of both the total number of trees (7%) and the number of species present (9%). These species are listed as “Category 1” trees (i.e. most invasive) by the Florida Exotic Pest Plant Council (FLEPPC), including Australian pine and Brazilian pepper. Australian pine was the most abundant FLEPPC Category 1 tree, with 287 individuals observed (4% of the overall tree count). An additional species, lead tree (*Leucaena leucocephala*), was inventoried as “non-native/invasive” and is listed as a “Category 2” tree (i.e. moderately invasive) by FLEPPC. Though other FLEPPC Category 2 species were observed (e.g. solitaire palm - *Ptychosperma elegans*), those species are generally considered more favorable than lead tree and therefore not listed as “non-native/invasive”.

The following chart displays quantities per species of trees present in relatively high abundance (i.e. over 200 trees) throughout the inventoried sites:



The entire tree inventory is included in the Tree Inventory files attached to this document as **Appendix A**.

### 5.1.2.1 Street Trees

The Lake Worth tree inventory areas included 12 road right-of-way (ROW) segments. These segments consisted of the following:

**Table 3 - List of All Roadway Segments within Lake Worth Tree Inventory**

Site Number	Site Name	Type of Site	Number Trees
1	Lake Worth Road Median	City Right of Way	85
2	Lake and Lucern Avenues	City Right of Way	371
3	Boutwell Road Right of Way	City Right of Way	173
18,19	North Federal Highway Medians & 13th Avenue North and North Federal Highway	State Right of Way	470
24	South Palm Way Boulevard Median	City Right of Way	397
28	Wingfield Street Median	City Right of Way	11
40,43	South Dixie Highway Right of Way & Dixie Highway Median and Right of Way	State Right of Way	260
41	10th Avenue Entrance Sign, Median and Right of Way	City Right of Way	114
42	6th Avenue Entrance Sign, Median and Right of Way	City Right of Way	93
46	Terrace Drive East	City Right of Way	296*
<b>Total Number of Trees:</b>			<b>2,270</b>

*\*Note - sites also included dense clusters of trees (typically invasive exotic species) where individual trees could not reasonably be differentiated. As such, the clusters of trees were mapped as polygons.*

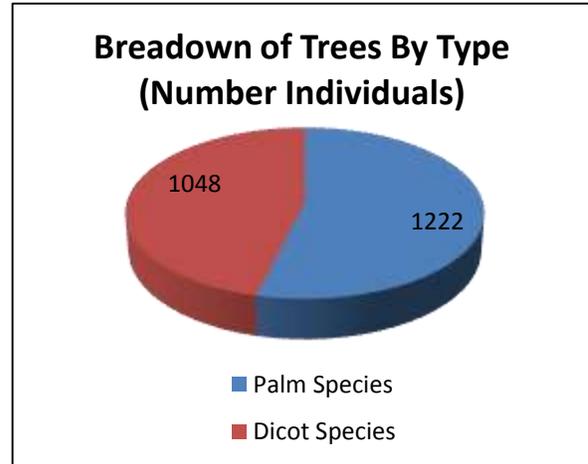
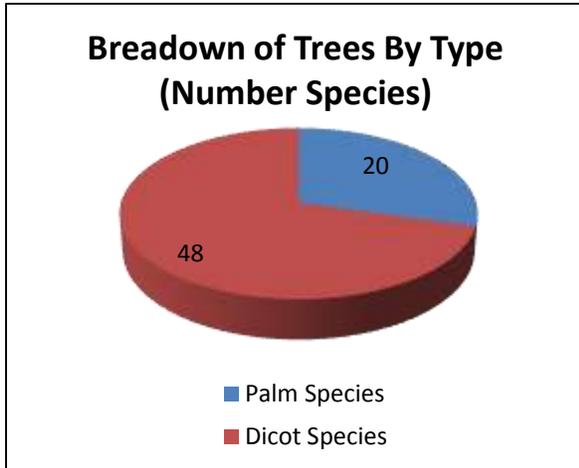
A total of 2,270 individual trees comprised of 68 separate species were mapped within the 12 roadway segments. The following tables and associated charts provide a breakdown of the total tree set:

**Table 3A - Summary of Trees within Inventoried Roadway Segments**

Description	Quantity
Number of Sites	12
Number of Trees	2,270
Number of Tree Species	68

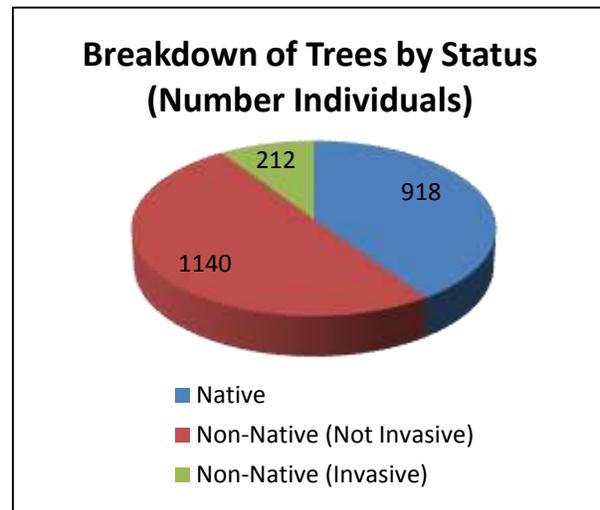
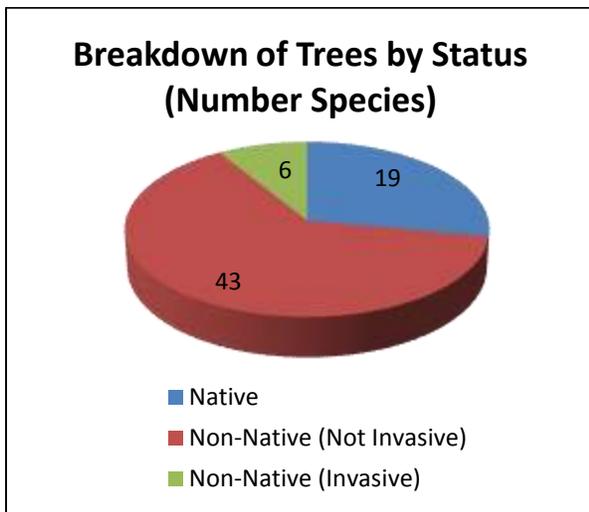
**Table 3B - Breakdown of Trees by Type within Inventoried Roadway Segments**

Type	Number of Species	Total Number of Individuals
Palms	20	1,222
Dicots	48	1,048



**Table 3C – Breakdown of Trees by Status within Inventoried Roadway Segments**

Type/Status	Number of Species	Total Number of Individuals
Native	19	918
Non-Native (Not Invasive)	43	1,140
Non-Native (Invasive)	6	212

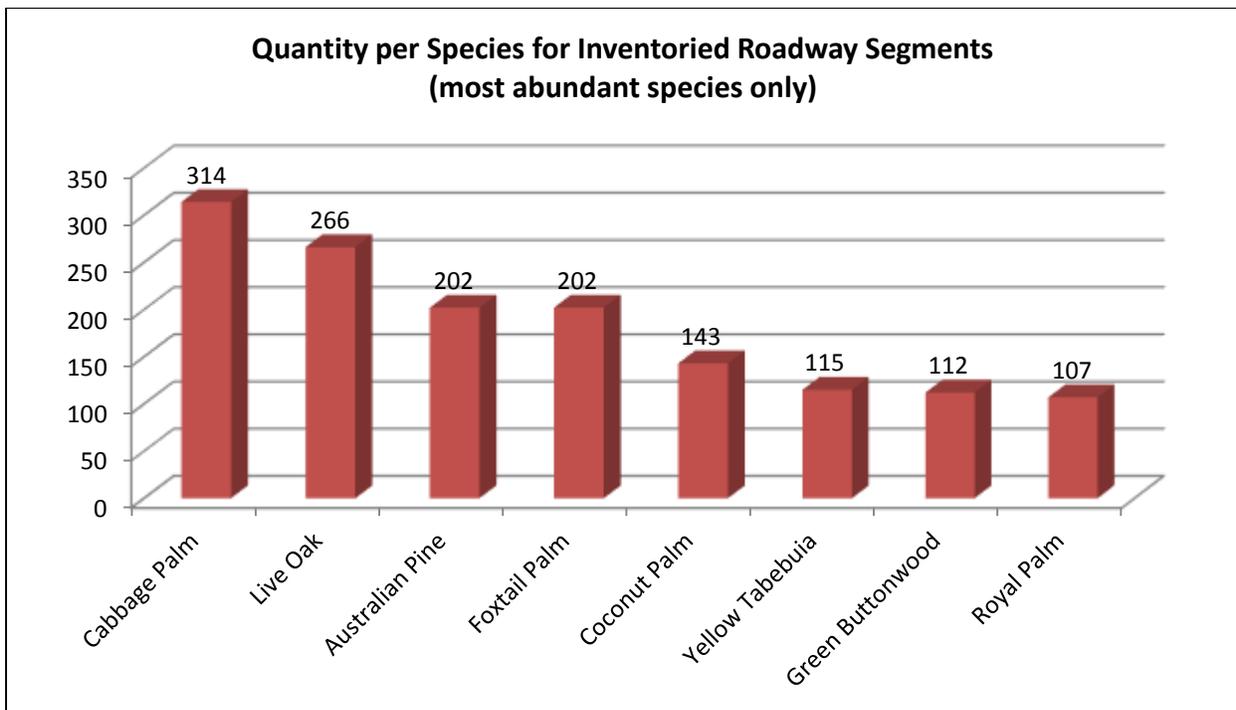


As the above data indicates, the City roadway segments displayed a relatively high diversity of species. The majority of the overall tree count consisted of palms, though the diversity of dicot trees was more than twice that of palms. As with the city-wide inventory, cabbage palm was the most abundant palm species and most abundant species overall, with 314 individuals present (14% of the overall tree count). Additional palm species present in relatively high abundance included foxtail palm, coconut palm, and royal palm. Similar to the city-wide data, Live oak was the most abundant non-invasive dicot species within the roadway segments, with 266 individuals present (11% of overall tree count). Additional non-

invasive dicot species present in relatively high abundance included yellow tabebuia (*Tabebuia cairiba*) and green buttonwood.

Regarding status/origin, non-native/non-invasive trees accounted for 50% of the total number of trees recorded, as well as 63% of the overall diversity of species. Native trees accounted for 40% of the total number of recorded trees, but only 28% of the overall species diversity. Non-native/invasive trees accounted for 10% of the overall tree count and 9% of the overall species diversity. Australian pine was the most abundant invasive/exotic tree present, accounting for over 90% of the total number of invasive/exotic trees.

The following chart displays quantities per species of trees present in relatively high abundance (i.e. over 100 trees) throughout inventoried road right-of-way segments:



### 5.1.2.2 Park Trees

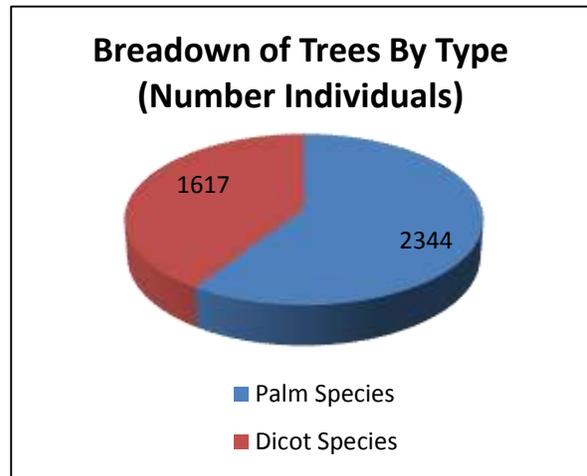
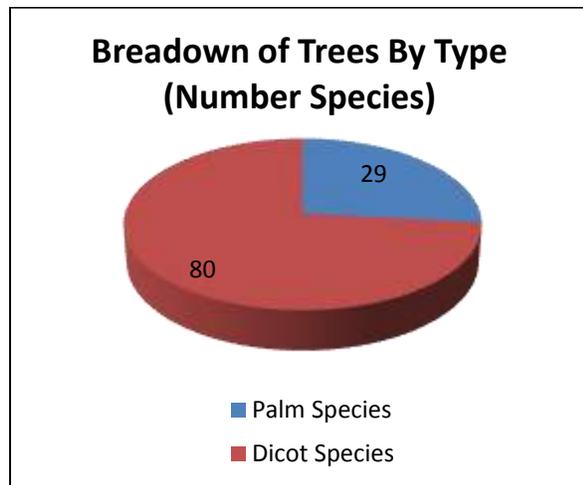
A total of 3,961 individual trees comprised of 109 separate species were mapped within the 15 park sites. The following tables and associated charts provide a breakdown of the total tree set:

**Table 4A - Summary of Trees within Inventoried City Parks**

Description	Quantity
Number of Sites	15
Number of Trees	3,961
Number of Tree Species	109

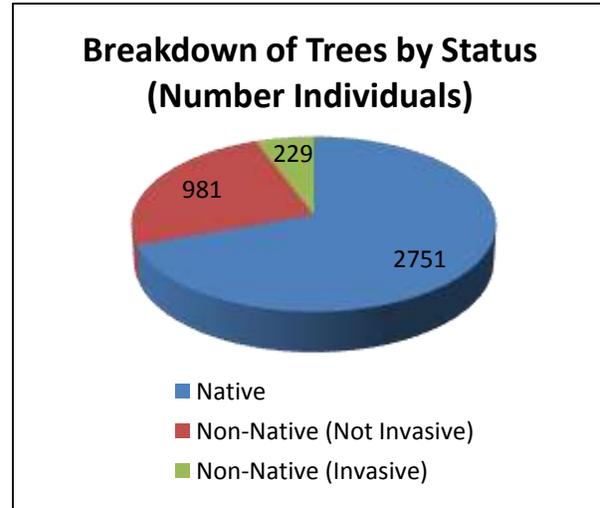
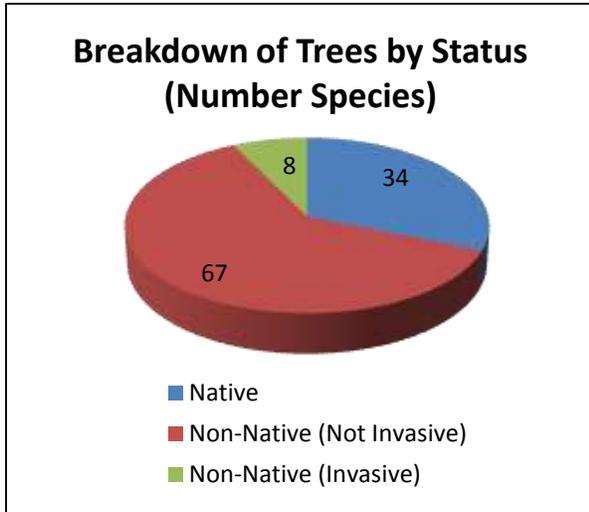
**Table 4B - Breakdown of Trees by Type within Inventoried City Parks**

Type	Number of Species	Total Number of Individuals
Palms	29	2344
Dicots	80	1617



**Table 4C – Breakdown of Trees by Status within Inventoried City Parks**

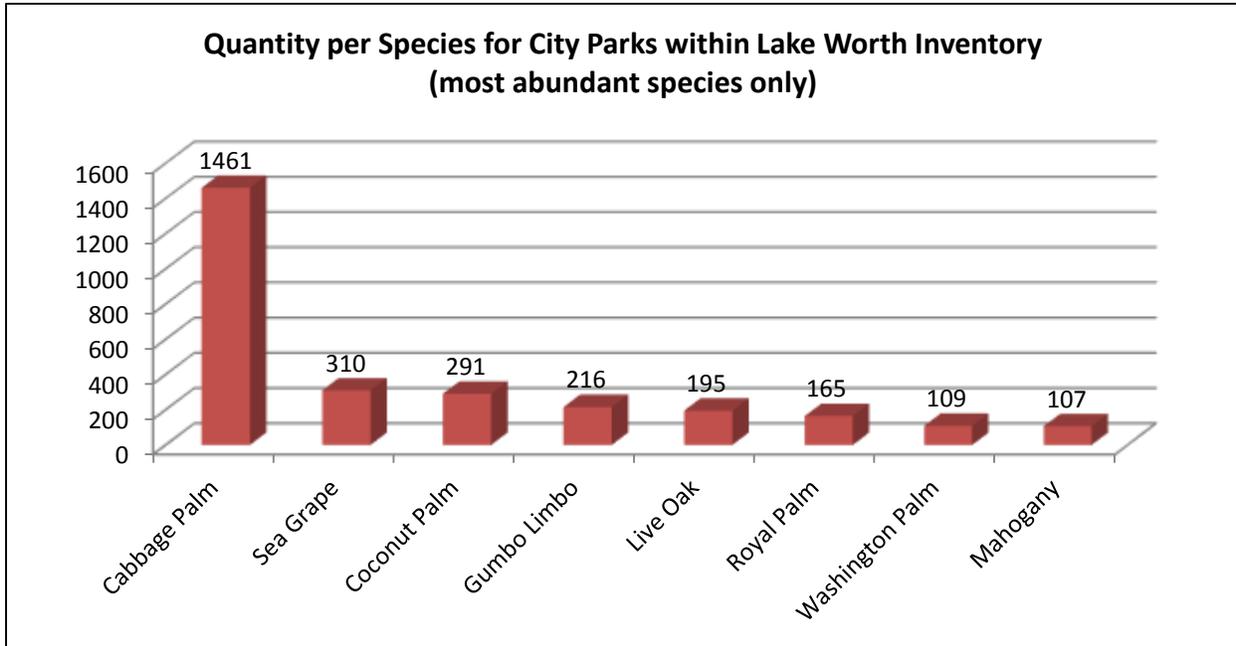
Type/Status	Number of Species	Total Number of Individuals
Native	34	2751
Non-Native (Not Invasive)	67	981
Non-Native (Invasive)	8	229



As the above data indicates, the City parks displayed a relatively high diversity of species. As with the city-wide inventory, the majority of the overall tree count consisted of palms, though the diversity of dicot trees was nearly three times that of the palms. Cabbage palm was again the most abundant palm species, and by far the most abundant species overall, with 1,461 individuals present (37% of the overall tree count). Additional palm species present in relatively high abundance included coconut palm, royal palm, and Washington palm (*Washingtonia ronusta*). Sea grape was the most abundant non-invasive dicot species, with 310 individuals present (8% of overall tree count). Additional non-invasive dicot species present in relatively high abundance included gumbo limbo, live oak, and mahogany.

Regarding status/origin, native trees accounted for 69% of the total number of trees recorded within the parks, but accounted for only 31% of the overall species diversity; this was due primarily to the large number of native cabbage palm trees. Non-native/non-invasive trees accounted for only 25% of the total tree count, but accounted for the majority (61%) of the overall species diversity.

Abundance and diversity of non-native/invasive trees was low within the parks. Non-native/invasive trees accounted for 6% of the overall tree count and 7% of the overall species diversity. Australian pine and seaside mahoe were the predominant invasive species present. The following chart displays quantities per species of trees present in relatively high abundance (i.e. over 100 trees) throughout the inventoried park sites:



### 5.1.2.3 Other Municipal Trees

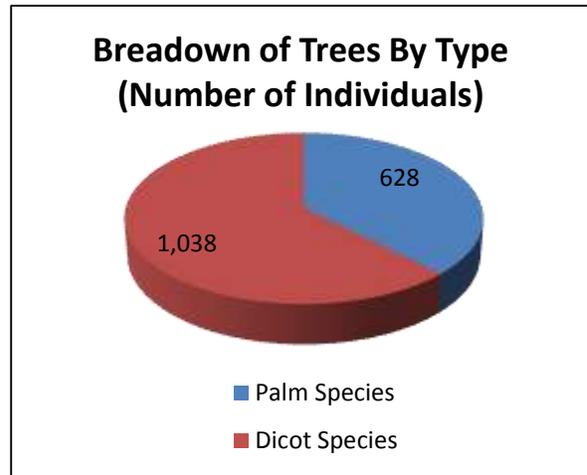
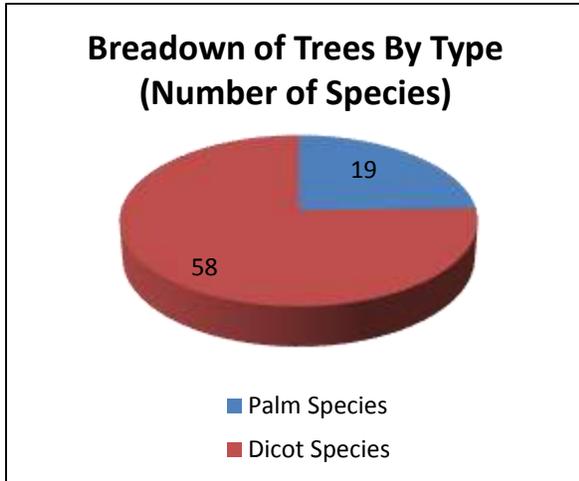
A total of 1,666 individual trees comprised of 77 separate species were mapped within the 23 municipal properties. The following tables and associated charts provide a breakdown of the total tree set:

**Table 5A - Summary of Trees within Inventoried Municipal Sites (Aside from Streets and Parks)**

Description	Quantity
Number of Sites	23
Number of Trees	1,666
Number of Tree Species	77

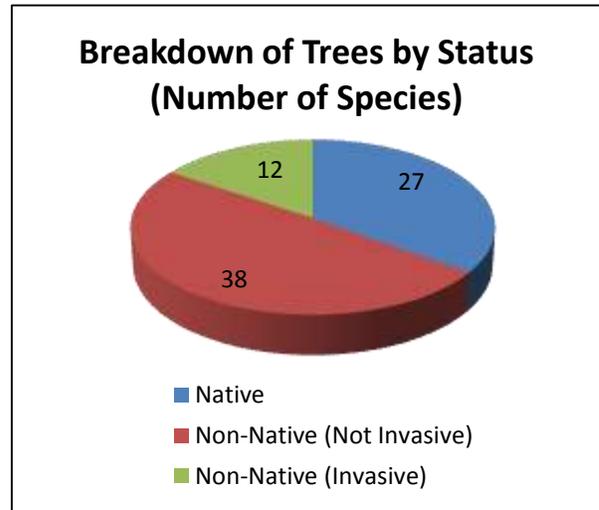
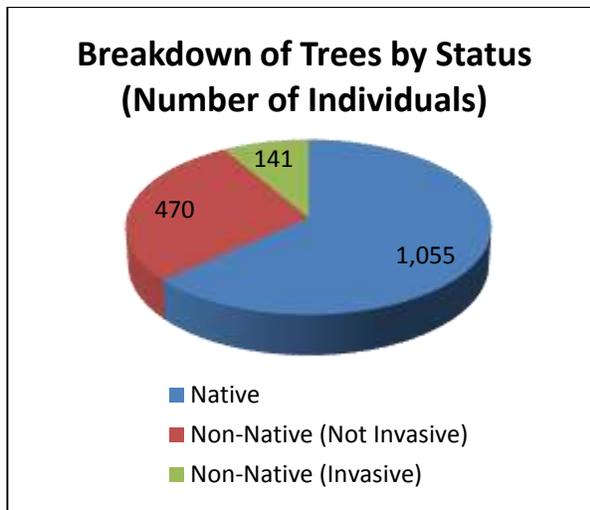
**Table 5B - Breakdown of Trees by Type within Inventoried Municipal Sites (Aside from Streets and Parks)**

Type	Number of Species	Total Number of Individuals
Palms	19	628
Dicots	58	1,038



**Table 5C – Breakdown of Trees by Type within Inventoried Municipal Sites (aside from streets and parks)**

Type/Status	Number of Species	Total Number of Individuals
Native	27	1,055
Non-Native (Not Invasive)	38	470
Non-Native (Invasive)	12	141



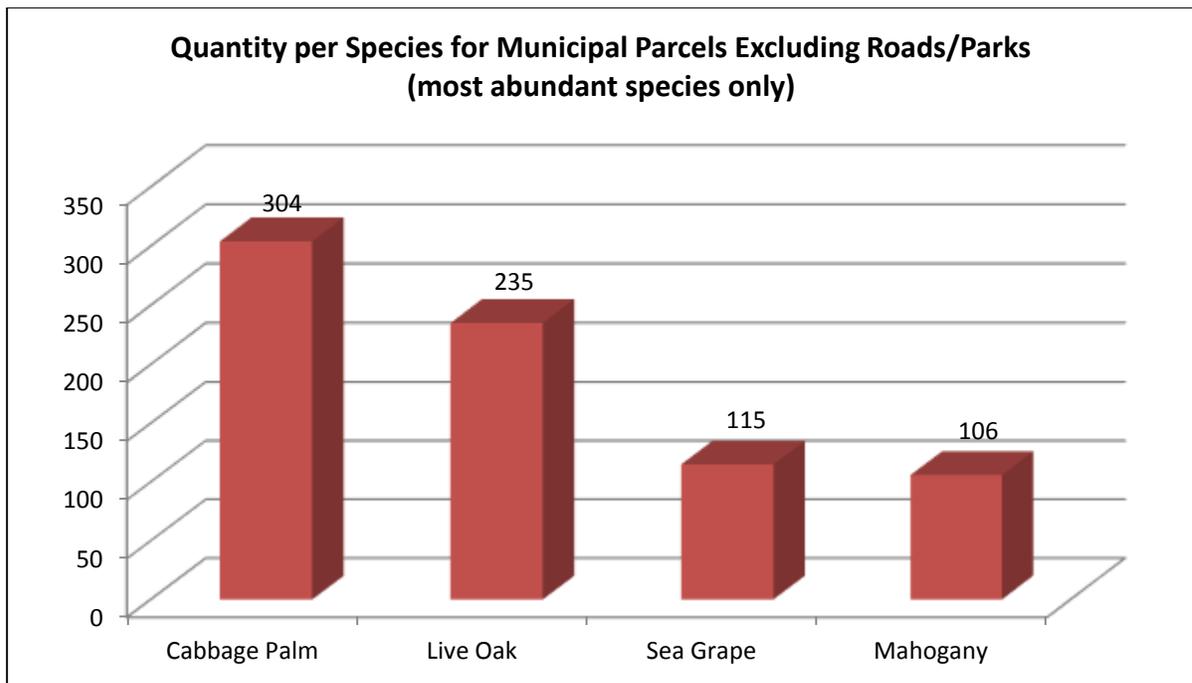
As the above data indicates, the municipal properties (excluding streets and parks) displayed a relatively high diversity of species. Unlike the city-wide inventory, the majority of the overall tree count consisted of dicots as opposed to palms. Dicot trees also accounted for the majority of the overall species diversity present. Live oak was the most abundant non-invasive dicot species present, with 235 individuals recorded (14% of the overall tree count). Additional non-invasive dicot species present in relatively high abundance included sea grape and mahogany. Cabbage palm was the most abundant palm species, as

well as the single most abundant species overall, with 304 individuals recorded (18% of the overall tree count). Additional palms present in relatively high abundance included Christmas Palm (*Veitchia merrillii*), Queen Palm (*Syagrus romanzoffiana*), and Royal Palm.

Unlike the city-wide inventory, the assemblage of trees was predominantly composed of native species (i.e. 63% of the total tree count). Non-native/non-invasive trees accounted for 28% of the total tree count, but accounted for a greater percentage of the overall species diversity (49% compared to 35% for native species).

The abundance (by percentage) of non-native/invasive trees within the municipal properties was comparable to that of the city-wide inventory. Non-native/invasive trees accounted for 8% of the overall tree count, though they accounted for a relatively high percentage (16%) of the overall species diversity. Brazilian pepper and seaside mahoe were the predominant invasive species present. A complete list of species observed is included in the tree inventory database included on the DVD attached as **Appendix A**.

The following chart displays quantities per species of trees present in relatively high abundance (i.e. over 100 trees) throughout the inventoried municipal properties (excluding roads and parks):



## 6.0 TREE MANAGEMENT

The City manages the trees in both public and private spaces. The Public Services Department conducts the majority of urban forestry management duties, particularly the Grounds Division. Other entities involved include the Public Services Department Administration, Refuse Division, Streets Division, the Planning and Zoning Department, the City’s volunteer Tree Advisory Board, the Lake Worth Electrical Utilities Department and the Palm Beach County Fire and Rescue. Residents and neighborhood associations are also involved.

### 6.1 Summary of Management Responsibilities

Table 6 shows how tree management responsibilities are divided within the City.

**Table 6 – Management Responsibilities**

Activity	Activity Subclass	Public Services Division Responsible	Other Group Responsible
Planting	New sites	Grounds Division	Tree Board, Neighborhood Associations, private residents
	Replacement plantings	Grounds Division	
Pruning	Scheduled	Grounds Division	
	Storm/emergency	Grounds Division	
	Utility clearance		Lake Worth Electrical Utilities Department
	Street/equipment clearance	Grounds Division	
Tree removal	Hazard trees	Grounds Division	
	Clearance (for flood control, fire safety, etc.)	Grounds Division	
	Invasive removal	Grounds Division	
Root system work	Sidewalk/curb repair and replacement	Grounds Division, Streets Division	
	Excavation for utilities	Grounds	Lake Worth Electrical Utilities Department
	Construction	Grounds Division, Administration	Utilities, contractor, etc.
Permitting and plan review	Tree Removal	Grounds Division	Planning Department
Outreach/education	Property owners/public	Grounds Division	
	FDOT, County and other agencies	Grounds Division, Administration	

## **6.2 Summary of Existing Ordinance and Policies**

Section 23.6-1 of the City Code outlines the City's landscape regulations. It was developed by the City's Tree Board and adopted in August 2013. Section 23.6-1 includes landscape requirements for new development and tree preservation procedures, including protection requirements during construction activities, tree removal permitting policies and penalties for non-compliance.

## **6.3 Community Advocacy**

The City has a municipal Tree Board that establishes policy and provides standards within the City Landscape Ordinance for tree preservation. The Tree Board's role includes developing educational materials (proper planting, pruning, and insect and disease control), permit guidelines, and City tree sale program.

## **7.0 RECOMMENDATIONS**

E Sciences conducted a canopy assessment, tree inventory and reviewed the City's landscape code and management structure. The following are our recommendations.

### **7.1 Canopy Structure Recommendations**

Urban trees face a variety of risks, including pests, poor site conditions, development, weather and climate related challenges. Lake Worth's canopy faces risks associated with increased flooding associated with rising sea level, a variety of white fly infestations, citrus greening (which originated in Palm Beach County), laurel wilt, lethal yellowing and extreme weather events. The City can add resilience to the structure of the tree canopy by increasing diversity and favoring trees that are suitable for the environment.

Based on the findings from this project, E Sciences makes the following recommendations to improve the structure of the City's tree canopy.

#### *Increase the Urban Forest Canopy Coverage*

The current canopy coverage for the City is 27.7% of the total area of the City, which is 6.46 square miles (4,134.4 acres). Thus, the tree canopy represents 1,145 acres. Plantable greenspace represents 14.1% of the City, or 583 acres.

The City should set a reasonable goal for increasing the canopy coverage. An increase of 5% (resulting in a 29% canopy coverage) would require adding 57.25 acres of tree canopy. This is equal to approximately 10% of the available plantable space. To reach this goal, 2,500 trees with a canopy area of 1,000 square feet (equivalent to a tree with a 28-foot spread) would need to be planted (assuming there are no tree failures during that time). Likely, the City will need to factor in the natural canopy loss when calculating how many trees it will need to plant to maintain and then add to the existing canopy coverage. Progress should be monitored by repeating the canopy assessment every two to five years.

While not differentiated for this study, the plantable greenspace occurs both in public and private lands. To meet its goals, the City should work to increase the canopy on both. For public lands, the City should find suitable locations and initiate tree planting programs. Open spaces at parks and municipal sites allow for denser planting with less maintenance required. However, the City should continue to plant and maintain trees in the street rights of way for the enjoyment of its residents.

To encourage tree planting on private lands, the City should initiate tree giveaways and utilize the Tree Board to conduct outreach to citizens. Strict adherence to the code will ensure that new developments meet landscape requirements. Periodic code enforcement visits to older commercial sites to verify

continued compliance with the code may allow the City to find locations where additional trees are required to bring deficient sites back into compliance.

#### *Add Resilience to the Canopy*

Like many coastal cities in south Florida, Lake Worth has experienced coastal flooding. A Unified Sea Level Rise Projection for Southeast Florida was developed by the Southeast Florida Regional Climate Change Compact Counties utilizing US Army Corps of Engineers guidance. This document anticipates a one foot rise in sea level above the 2010 levels in the 2040-2070 time period with a two foot rise possible by 2060. This degree of sea level rise will result in changes to the coastal ecological landscape that will require consideration of the flood tolerance, salt tolerance, and shoreline stabilization capabilities for trees in the eastern part of the City. The City should encourage the use of these types of trees that have resilience to these conditions through the plan review and permitting process, as well as through its own tree planting programs. Some examples already present in the City include green buttonwood, seagrape and mangroves. Seaside mahoe and Brazilian pepper should be eradicated in coastal areas and replaced with native species.

Inland (freshwater) flooding may increase as well. Trees such as red maple, pond cypress and bald cypress are good choices in locations prone to flooding.

The City lost 10% of its canopy due to hurricanes in 2004. While the canopy has recovered to pre-hurricane coverage, the City should encourage use of trees that are known for wind resistance, including live oak, buttonwoods, cocoplum, orange geiger (*Cordia sebestena*), dahoon holly, black ironwood (*Krugiodendron ferreum*), cabbage palms and Florida thatch palms (*Thrinax radiata*).

The City should discourage the use of trees known for low wind resistance, including pink (*Tabebuia heterophylla*) and yellow tabebuia, yellow Poinciana (*Peltophorum pterocarpum*), golden shower tree (*Cassia fistula*), weeping fig (*Ficus benjamina*), queen palms and Washington palms. The City should also work to remove and replace invasive trees such as Australian pine and Norfolk Island pine. Trees known to succumb to pests should be discouraged as well.

#### *Add Diversity to the Canopy*

Another way to increase resilient and improve the structure of the canopy is to add diversity. Like most cities in south Florida, Lake Worth has a significantly high percentage of live oak compared to other shade trees. While there is not currently a disease impacting this species in south Florida, it is wise to build diversity into the canopy. Consider encouraging the use of some of the underutilized native trees such as paradise tree, willow bustic (*Sideroxylon salicifolium*), black ironwood, satin leaf (*Chrysophyllum oliviforme*) and red bay (*Persea borbonia*).

### *Develop a Cohesive Recommended Tree List*

The City should develop a recommended tree list for the City based on building diversity and resilience into the canopy. The list may be divided geographically so that species are appropriate for the site.

## **7.2 Maintenance Standards Recommendations**

E Sciences recommends that all maintenance be conducted in a manner consistent with the most current American National Standards Institute (ANSI) A300 standards and International Society of Arboriculture (ISA) recommendations for tree pruning.

## **7.3 Maintenance Priority Recommendations**

Based on the results of the tree inventory, the following maintenance priorities are recommended.

1. Priority 1 Maintenance Items
  - a. Remove dead trees
  - b. Inspect trees listed as “Critical” and “Poor”
    - i. Consider excluding trees in densely forested areas where maintenance may not be practical or necessary
    - ii. Remove trees if risk of failure is high (e.g. high probability of hitting target)
    - iii. Apply fertilizer (for palms), corrective bracing, and/or restoration pruning per ANSI A300 standards if tree can be salvaged
    - iv. Leave tree in place (with or without corrective measures) if likelihood of impacting a target is low; e.g. tree within densely forested areas with no adjacent targets (such as sea grape trees in wooded areas)
  - c. Update condition of tree based on corrective action
2. Priority 2 Maintenance Items
  - a. Remove all invasive/exotic trees (i.e. Australian pine) not removed during first inspection round
  - b. Inspect all trees listed as “Fair”
    - i. Consider excluding trees in densely forested areas where maintenance may not be practical or necessary
    - ii. Apply corrective measures such as fertilizer or pruning (e.g. clearance pruning, structural pruning, etc.) per ANSI A300 standards as necessary
  - c. Update condition of tree based on corrective action
3. Priority 3 Maintenance Items
  - a. Inspect all trees listed as “Good-Fair”
    - i. Consider excluding trees in densely forested areas where maintenance may not be practical or necessary

- b. Apply corrective measures such as fertilizer or pruning (e.g. clearance pruning, structural pruning, etc.) per ANSI A300 standards as necessary
  - c. Update condition of tree based on corrective action
4. Priority 4 Maintenance Items
- a. Re-inspect all trees listed as “Good-Fair”, “Fair”, “Poor” and “Critical”
    - i. Consider excluding trees in densely forested areas where maintenance may not be practical or necessary
  - b. Apply corrective measures such as fertilizer or pruning (e.g. clearance pruning, structural pruning, etc.) per ANSI A300 standards as necessary
  - c. Update condition of tree based on corrective action

#### **7.4 Landscape Technical Manual**

E Sciences recommends that the Public Services Department, Grounds Division, with input from the Tree Board, develop a Landscape Technical Manual. By utilizing a Landscape Technical Manual, the City can provide guidance to its residents and developers that will assist them in meeting the City’s goals. This Manual should be incorporated into the landscape code by reference and provide guidance to users on how to meet the rules included in the code. This may include the use of diagrams and standard details for planting and tree protection. This will also allow changes to certain technical aspects of the code to be implemented without changing the entire ordinance.

The list of prohibited species that must be eradicated and the list of species that are prohibited within the City should be removed from the code and included in Technical Manual to provide flexibility in modifying these lists. Additionally, the Manual can include a list of recommended trees that can also be updated as needed.

Reference to the Landscape Manual should be made in the landscape code. It should be stated that failure to conform to the specifications included in the Manual shall be a violation of the code’s regulations.

#### **7.5 Code Revisions Recommendations**

The objective of Section 23.6-1 is to provide minimum standards for the installation and maintenance of landscaping within all real properties private or publicly owned within the City. It provides landscape requirements and tree protection measures.

E Sciences reviewed Section 23.6-1 and provides the following recommendations:

- Add a definitions section for the technical terms included in the Section
- Refer to a list of publications that should be referenced for definitions not included in the definitions section. The list should be located in the Technical Manual and include the most

recent additions of some or all of the following:

- American National Standards Institute (ANSI) A-300, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices and Z-133.1; Safety Requirements for Arboricultural Operations;
  - Florida Department of Agriculture Division of Plant Industry, Grades and Standards for Nursery Plants;
  - Florida Exotic Pest Plant Council Invasive Plant List;
  - Council of Tree and Landscape Appraisers, Guide for Plant Appraisal;
  - Florida Power and Light, Plant the Right Tree in the Right Place Brochure;
  - Florida Urban Forestry Council, Selecting and Planting Trees for the South Florida Forest;
  - Wunderlin and Hansen, Guide to the Vascular Plants of Florida;
  - Matheny and Clark, Trees and Development - A Technical Guide to Preservation of Trees;
  - Harris, Clark and Matheny, Arboriculture: Integrated Management of Landscape Trees, Shrubs and Vines;
  - Gary W. Watson and E.B. Himelick, Principles and Practices of Planting Trees and Shrubs;
  - Matheny and Clark, Guide to the Evaluation of Hazard Trees in Urban Areas.
- In 23.6-1(d)(4), change “caliper” to diameter at breast height (DBH).
  - Trees should be Florida Grade 1 or better as defined in the Florida Department of Agriculture Division of Plant Industry, Grades and Standards for Nursery Plants.
  - In 23.6-1(i)(2)(a), reference a definition of improper pruning (i.e. in the Landscape Technical Manual).
  - 23.6-1(i)(2)(c) and (d) are redundant to provisions within 23.6-1(p). Remove redundant subsections.
  - In 23.6-1(j), reference the Landscape Technical Manual or the FLEPPC lists.
  - 23.6-1(p)(4) should be replaced by a definition of DBH included in a definitions section. The code should allow for measurement of DBH using a diameter tape or Biltmore stick (rather than just circumference calculation).
  - 23.6-1(p)(6)(a) should include the words “or an exemption in accordance with 23.6-1(p)(7) applies” following the word “City” in line one.
  - Consider issuing a general tree removal permit for certain types of trees, such as Category 1 invasive species and dead trees. The application fee for use of the general permit could be waived. Trees removed using the general permit should require one to one replacement with a suitable tree.
  - 23.6-1(p)(8)(c) requires calculation of tree replacement by DBH. We suggest using canopy area (in square feet) as the replacement value. Each shade tree as described in 23.6-1(d)(4) should be considered to be worth 300 square feet of replacement. Consider allowing replacement using medium or small trees by assigning canopy replacement values of 200 and 150 square feet

respectively.

- 23.6-1(p)(8) should reference the latest version of the ANSI A300 standards and best management practices for managing trees during construction.
- References to the National Arborist Association should be replaced with Tree Care Industry Association or the ISA.
- Definition of a specimen tree should be included.
- For removal of specimen trees, or trees larger than 18 inches DBH, consider requiring that the applicant pay the appraised value of the tree in accordance with an approved appraisal method from the latest version of the Council of Tree and Landscape Appraisers, Guide for Plant Appraisal less the cost of installing required replacement trees.
- Include a section on the assessment and removal of hazard trees. Indicate that the City Horticulturalist or designee, preferably with the ISA's Tree Risk Assessment Qualification, will assess trees in accordance with the latest version of ANSI Part 9 - Tree Risk Assessment and/or the ISA Best Management Practices for Tree Risk Assessment. Assessments will be documented in a report prior to removal.

## **7.6 Management Recommendations**

The Public Services Department, Grounds Division is currently responsible for all aspects of the City's urban forest management, with appropriate coordination with other agencies and entities as needed. This is a great advantage for the City, as it allows for a unified vision for the tree canopy. In many cities, tree management is split between departments, including public works, planning and parks and there is not cohesive vision. By having centralized management, the Grounds Division can shape the future of the urban forest by the following:

- Planting public space trees appropriate for their location based on the species, site and maintenance requirements.
- Control which trees are planted during development and as replacements for removed trees.
- Ensure that trees are maintained and protected through the City's maintenance standards and enforcement of the tree protection provisions in the code.

The Grounds Division should continue to work closely with the Tree Board as it allows the City to ensure community engagement for its policies and procedures.

# City of Lake Worth

## Public Tree Assessment/Inventory Survey and Management Plan



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**City of Lake Worth**

PROCUREMENT OFFICE

**INVITATION FOR BID**

IFB PS-GM 13-14-113

**Public Tree Assessment / Inventory Survey and Management**

**Bid Submission Deadline**

Day/ Date: **April 22, 2014**  
Time: 2:00PM  
Location: Procurement Office  
7 North Dixie Highway – 2<sup>nd</sup> Floor  
Lake Worth, FL 33460

**Pre-Bid Conference Meeting**

Day/ Date: **April 8, 2014**  
Time: 10:00AM  
Location: City Hall Conference Room – 1<sup>st</sup> Floor  
7 North Dixie Highway  
Lake Worth, FL 33460

City of Lake Worth Urban Forest Management Plan



City of Lake Worth, Florida

December 22, 2014

E Sciences Project Number: 2-0889-001



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Prepared for:

City of Lake Worth  
Felipe A. Lofaso  
Assistant Director of Public Services  
City of Lake Worth, Public Services Department  
1749 3rd Ave South  
Lake Worth, FL 33460



224 SE 9th Street • Fort Lauderdale, FL 33316 • Tel 954-484-8500 • Fax 954-484-5146 • [www.esciencesinc.com](http://www.esciencesinc.com)



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# Urban Forestry

Urban forestry is the care and management of urban forests, i.e., tree populations in urban settings for the purpose of improving the urban environment. Urban forestry advocates the role of trees as a critical part of the urban infrastructure



# Benefits of Trees

The City's code lists the following objectives of protecting the City's trees:

- Reducing air, noise, heat and chemical pollution through the biological filtering capabilities of trees.
- Promoting energy conservation through the creation of the tree shade.
- Maximizing permeable land areas essential to surface water management and aquifer recharge.
- Preserving existing mature growth trees and natural environment areas.
- Striving for zero loss of trees within the city and increasing numbers at every opportunity.
- Striving for all single-family residences to have more planted trees.
- Promoting more shade trees lining city streets.



Additional services provided by trees include the following:

- Human response (i.e. calming, reduced stress, improved health and recovery)
- Reduced crime
- Increase in commerce in downtown areas
- Traffic calming
- Improved real estate value
- Enhanced wildlife habitat

# Environmental Context



# The Eyes of the World are Turned Toward Lake Worth

## The City of Surprises and Amazing Possibilities

In days of old for the price of a soul the devil would in a single night span a chasm with a magnificent bridge. Little brownies would in the dark of the moon build up a magnificent city, and people the same with all kinds of folks people being rather scarce at the time. They would simply repair to the next lake and turn the fish into the princes, judges, boggars and all sorts of folks.

Here at the present time we need no help from the underworld to accomplish such miracles.

A year ago last April a solitary Indian mound surrounded by wild woods marked the spot where flourishing Lake Worth is now growing beyond the most vivid imagination.

People are swarming to us, not from the bottom of the lake, but from all parts of the world, attracted not by advertisements and exciting literature, but by the report of the thousands of visitors who have seen with their own eyes and communicated their enthusiasm to their friends in the four corners of the world.

If you happen to read these lines, dear readers, you will want to know what agents are operating these marvelous and sudden changes. First of all Dame Nature is responsible for our splendid climate and the matchless beauty of our town site. Then the Palm Beach Farms company, the personification of the Western spirit, has taken hold of it, and regardless of expenses, with masterful finishing touches, is creating Lake Worth, which is rapidly becoming the Tropical Garden of Eden of the United States.

With two and one-half miles frontage on famous Lake Worth on the East, our town spreads on a gentle slope towards Lake Osborne to the west, a charming fresh water lake dotted with green islands and abounding in fish of all sorts—a true paradise for fishermen, who without getting out of the city limits, have their choice between salt and fresh-water fishing. Quails are seen everywhere around enjoying the freedom of the city.

Crossing Lake Worth from our Lake avenue wharf on the ferry takes but a few minutes and brings you to the Atlantic; a beach dotted with coconut palms, cabbage palmettos and strange plants of all sorts offer a very tropical and picturesque sight and the most pleasant and safest spot for bathing.

A forty room bath house is soon to be erected for the accomodation of our people, and a pavilion for dancing and entertaining purposes, where refreshments will be served at all times.

The famous boulevard from the Palm Beach inlet to Delray is to be soon completed. It will be a regular course for automobiles and vehicles

of all kind during the Winter season, and will pass in front of our pavilion.

As to our climate, it is most delightful summers and winters. Not a sultry, stifling day when you have to pant for breath, but a perpetual gentle breeze tempering the sun's heat, and the nights always delightfully cool and pleasant. If you are inclined to be skeptical, please consult the weather bureau of the United States, or ask those who have visited us during the Summer season.

Lake Worth already boasts of 175 dwelling houses and six hundred inhabitants. We have a fine Club House, school house, moving picture show, a bank, two lumber yards, an artificial stone factory, a drug store with ice-cream parlor, two hotels, two bakeries, several boarding houses and restaurants, hardware, furniture and grocery stores and two public garages. We also have a fine Jeweler and watchmaker, a very artistic photographer, two physicians and fine dressmakers and tailoring establishment. The East Coast Railway is now enlarging our depot, which proved too small and inadequate to our fast increasing traffic. A number of denominations are represented in our town and the erection of several churches is contemplated. Last but not least we are proud of our Lake Worth Herald, so ably edited by Mr. R. D. Strong, who, regardless of expense, has established the most up-to-date and complete newspaper and job printing plant south of Jacksonville. Several social clubs hold their functions every week. Moonlight picnics on the beach, surprise parties, dances and entertainments of all sorts add to the gaiety of our town. We believe in having a good time. We have a government by commission with referendum recall. The people are the supreme rulers. We soon expect to have water works and electric lights; part of the necessary funds have been raised among the contract holders. Still we lack funds; each lot holder in Lake Worth ought to take a share in the Lake Worth Water & Light Company, or be ashamed of himself. Better late than never. Come up with the cash at once, it will save you a blushing, and double the value of your lot.

Should you ask, dear readers, what has been accomplished by the Palm Beach Farms Co. for Lake Worth in a little over a year, I would say:

Ten and one-half miles of streets have been rocked. Two parks have already been completed which are winning the admiration of all comers and plainly show what marvels the hand of man can accomplish in the shortest time where nature is so lavish with its gifts. A beautiful Club House occupies the center of one of the parks. It is the club of Lake Worth created by the people and for the people, a monument to the indus-

try of the good Lake Worthers, the place where they hold their public meetings, have their dances and socials and get merry. Several other parks are in progress of construction in the new addition, which for tropical beauty and high class will be difficult to match anywhere. These parks cover an area of 18 acres, and 2 1/2 miles of frontage on Lake Worth have been reserved for parking.

In the new addition the Lake front has been divided into large lots covered with palms and tropical growth, where we expect to see charming villas and winter homes spring up as by enchantment. It will be the fashionable part of town, where the wealthy of the earth can display their artistic taste and make ideal homes. Those lots are selling so fast that but very few are left.

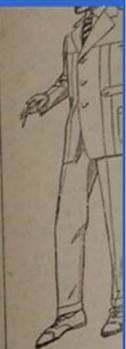
Now for the benefit of the readers who are interested in our agricultural prospects I will briefly state that the Palm Beach Farms Company, responsible for all the work and improvements mentioned above, is also building a road from the townsite across the finest muck land in the State, to the western range line of its tract, that it is building canals at present as fast as money can do so, and has let contracts for a vast system of canalization. This system in connection with the Hillsboro State canal nearly completed and Palm Beach State canal in progress of construction will reclaim and thoroughly drain an immense area of the finest land for agricultural and horticultural purposes. So the people of Lake Worth will be able to have their gardens and groves nearby, and devote themselves to those healthful and restful occupations that so many thousands wish for, who are toiling in dark offices of dark cities. ....

The Palm Beach State canal from Okeechobee to Lake Worth is one mile north of our city limits. It is to be one hundred feet wide and 11 feet deep.

Few people realize what an immense attraction it will be for our Winter tourists. Lake Okeechobee is a vast sheet of water forty-two miles long and forty miles wide; a few years hence known only to the Seminole Indians, a mysterious spot known as yet but to a few white people, the finest fishing grounds in the South.

This means the west coast linked to the east coast by a boulevard along the canal. It means pleasure crafts of all sorts, electric cars and automobiles carrying pleasure seekers from the gulf to the Atlantic among groves of blooming tropical trees and thriving plantations. It means millions coming to us with a rush and a whirl. It means a continuous fashionable resort with wonderful villas and tropical parks all along the beautiful shore of Lake Worth and a general prosperity.

Roses and Flowers of all kinds are Blooming All Winter Long. Our Climate is the Mildest in America



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STILL REP  
HIGHEST QUAL

new styles at  
10th Year

Feb. 28, 1963 "Lake Worth Herald" newspaper. This is a reprint of a 1912 promotional article.



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# Canopy Analysis



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# Canopy Analysis

Table 1. Percent Cover Statistical Results					
Aerial Photography Date (Google Earth)	Percent Cover				
	Tree Canopy	Plantable Greenspace	Non-Plantable Greenspace	Surface Waters	Impervious
February 28, 2004 (Pre Frances & Jeanne)	27.4%	14.2%	4.1%	14.2%	40.1%
December 30, 2004 (Post Frances & Jeanne)	23.9%	18.9%	4.1%	14.0%	39.2%
November, 2014	27.7%	14.1%	4.1%	14.2%	39.8%

The results show that the current tree canopy coverage represents 27.7 percent of the City's area. This is a slight increase from pre-hurricane levels assessed for early 2004.

The tree canopy lost 13 percent of its coverage between February and December 2004, likely due to the severe hurricanes that impacted Lake Worth during this time.

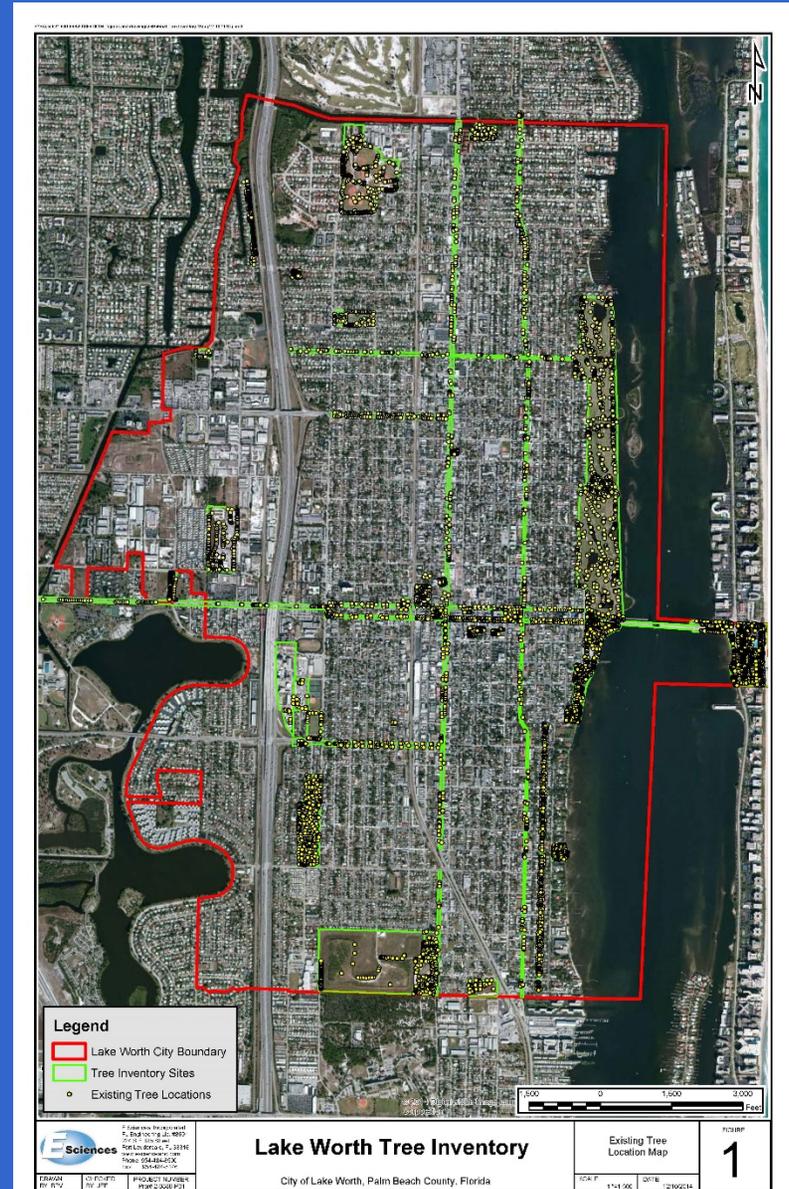
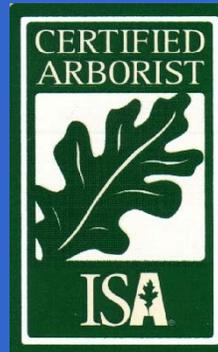


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# Tree Inventory

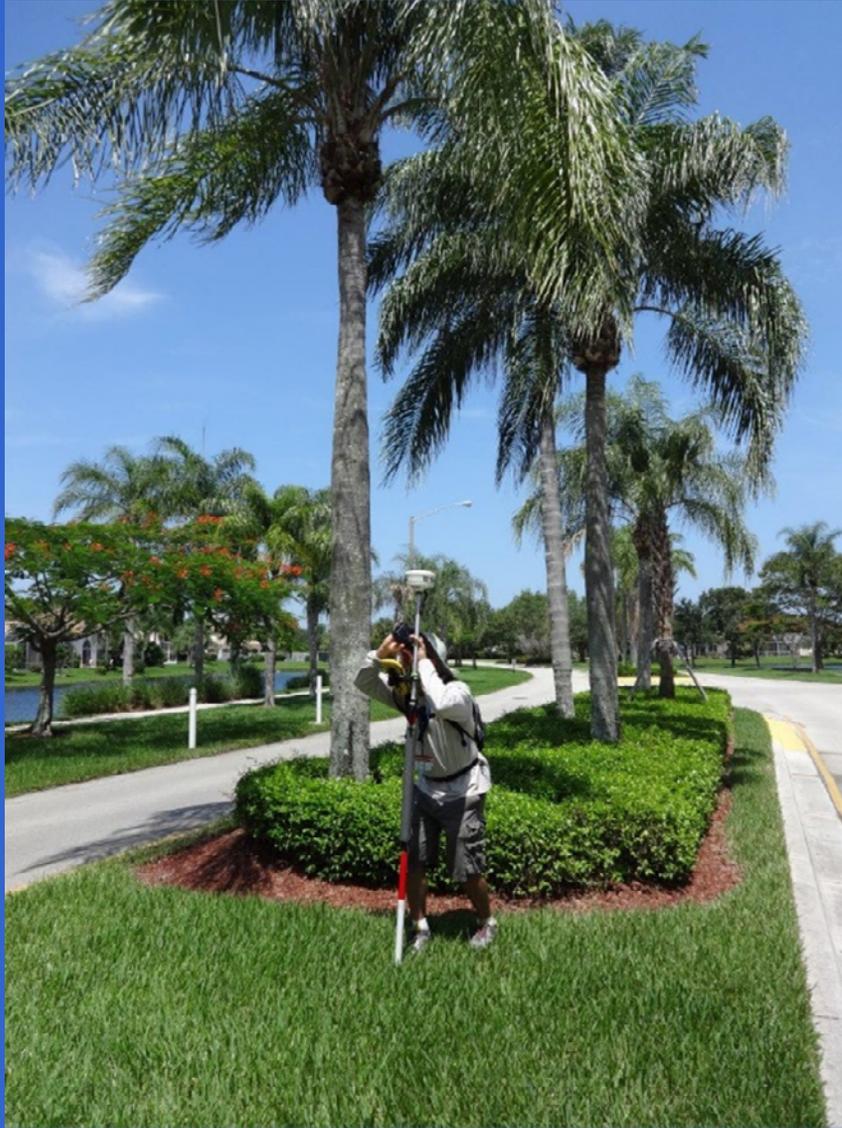
- All data collected by ISA Certified Arborists familiar with the area
- Used Trimble sub-foot accurate GPS receivers, TruPulse Laser Rangefinder
- E Sciences inventoried approximately 60,000 trees in 2014/2015



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Data collected includes:

- Tree species
- Tree diameter
- Observations of defects
- Recommendations



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## Summary of Trees within Inventoried Properties

<b>Number of Sites</b>	<b>50</b>
<b>Number of Trees</b>	<b>7,897</b>
<b>Number of Tree Species</b>	<b>134</b>

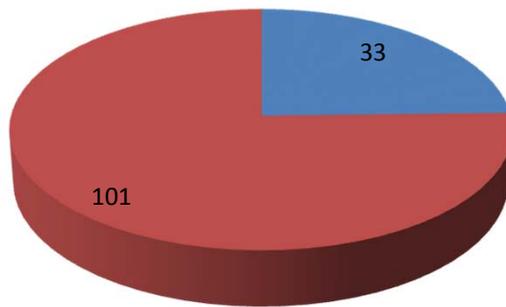


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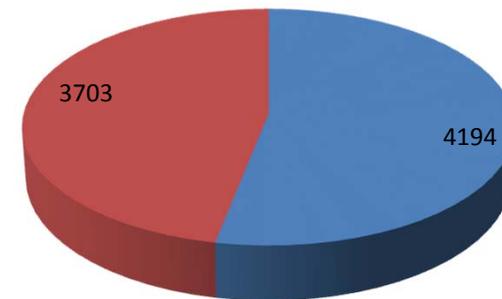
# Trees vs. Palms

**Breakdown of Trees By Type  
(Number of Species)**



■ Palm Species  
■ Dicot Species

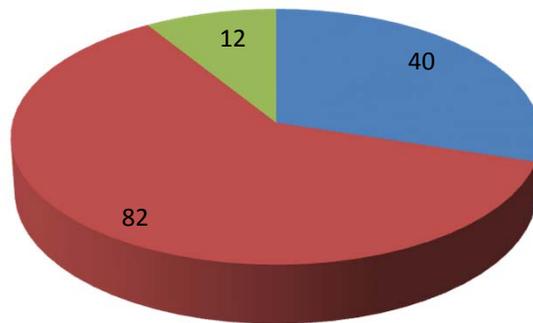
**Breakdown of Trees By Type  
(Number of Individuals)**



■ Palm Species  
■ Dicot Species

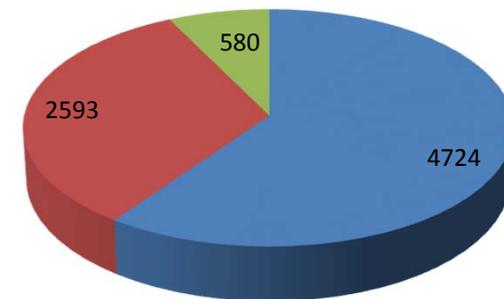
# Native vs. Non-native

**Breakdown of Trees by Status  
(Number of Species)**



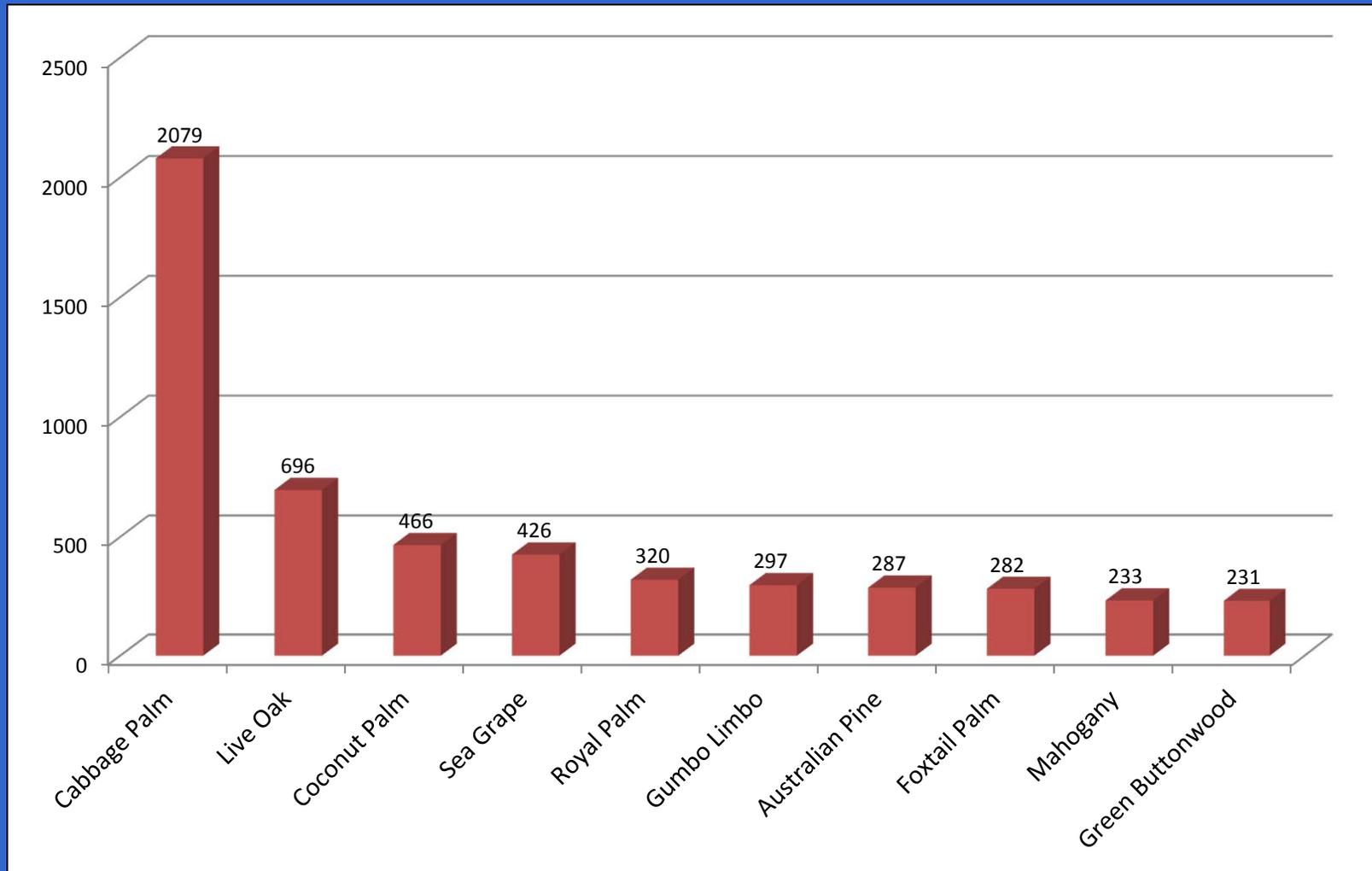
- Native
- Non-Native (Not Invasive)
- Non-Native (Invasive)

**Breakdown of Trees by Status  
(Number of Individuals)**



- Native
- Non-Native (Not Invasive)
- Non-Native (Invasive)

# Quantity per Species for Lake Worth Inventory Areas (10 most abundant species only)



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# Other Considerations

- Management responsibilities
- Review of the City's code
- Discussion of the role of tree advocates



# Recommendations

- Canopy Structure
  - Increase canopy coverage (reasonable goals based on available public and private planting space)
  - Tree plantings (public)
  - Tree give-aways (private)
- Add Resilience to the Canopy
  - Consider effects of flooding, climate change
- Add Diversity to the Canopy
  - Underutilized species
- Develop a Cohesive Recommended Tree List

# Recommendations

- Maintenance standards: based on ANSI and ISA
- Maintenance priorities
- Develop landscape technical manual
- Code revisions
- Management recommendations
  - Continue to work closely with Tree Board





Justin Freedman

Senior Scientist at E Sciences, Incorporated

President Florida Urban Forestry Council

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## CITY OF LAKE WORTH

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

**AGENDA DATE:** April 21, 2015, Regular Meeting

**DEPARTMENT:** Public Services

---

### **EXECUTIVE BRIEF**

#### **TITLE:**

Notice to nominate five Cultural Plaza Ficus Trees as historic

#### **SUMMARY:**

This item is the first of a two part process to nominate and designate five 100+ year old trees as historic in the City's Cultural Plaza.

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

At the March 12, 2015, City Tree Board meeting, the Board discussed nominating five of Cultural Plaza trees as historic. Starting at Federal Highway and moving west along Lucerne Avenue, these five trees are described as:

Ø #1 Ficus altissima - Council Tree/ Lofty Fig, 45' tall	120" Diameter Breast Height	107' X 74" Spread
Ø #2 Ficus altissima - Council Tree/ Lofty Fig, 45' tall	130" Diameter Breast Height	75' X 80" Spread
Ø #3 Ficus altissima - Council Tree/ Lofty Fig, 45' tall	134" Diameter Breast Height	75' X 90" Spread
Ø #4 Ficus altissima - Council Tree/ Lofty Fig, 55' tall	118" Diameter Breast Height	92' X 87" Spread
Ø #5 Ficus aurea - Strangler Fig (Native), 45' tall	120" Diameter Breast Height	107' X 79" Spread

The historic designation for these trees will be "Ficus SPP" due to a debate as to whether these are Banyan trees (Ficus Benghalensis). The "Ficus SPP" designation is used when the genus is known, but the species is unknown. At the suggestion of the City's Horticultural Technician, staff will submit leaf samples to the University of Florida Herbarium to gain a positive identification. This is a free service.

Per the City's Environmental Regulations, Article 6, Section 23.6-1 (attached to this agenda item and highlighted on pages 18 & 19 in yellow), these trees fall within the description as "irreplaceable by the City due to size, age, and historic, aesthetic, or cultural significance". Also attached is the City Tree Board's letter of designation. It is the intention of City staff to move through this tree designation process as outlined in the Regulations. If this Commission is in support of this historic designation, a public hearing will be scheduled on May 5, 2015, to render a decision on the recommended designations. No motion is requested for this item at this time.

#### **MOTION:**

No required

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

Fiscal Impact Analysis – not applicable

City Tree Board Letter of Designation – Cultural Plaza Trees as Historic

Landscape Regulations

Helen Greene Letter



**Lake Worth City Tree Board**

7 North Dixie Highway ·  
Lake Worth, Florida 33460 ·  
Phone: 561-586-1677·

17 March 2015

Dear Mayor Triolo and City Commissioners,

At our March 12, 2015 meeting, David McGrew, City Tree Board advisor, brought to the attention of the Board a request by Mrs. Helen Greene to designate two Philippine banyan trees, located between Lucerne and City Hall Annex in the Lake Worth Cultural Plaza, as historic.

These Banyan trees were planted by Bertha Gainer in 1914. Mrs. Green's in-laws are a Lake Worth Pioneer family and Helen's mother-in-law Roberta Greene was friends with Ms. Gainer.

Mrs. Greene feels that if the City designates these trees as historic that it may make the City eligible for grants to properly maintain the trees going forward.

The Tree Board recognizes the historic value of the 100-year old Philippine Banyans and the value of preserving these trees as long as it is feasible.

The Board did not discuss what type of maintenance the Banyans need, and do not know how much money needs to be allocated for proper care. The Board and our staff advisor concurred that an evaluation by an outside expert would help the City determine the tree's needs.

The Board did express that the trees do need proper maintenance for the duration of tree's existence due to public safety concerns as well as protection of City Hall Annex, which is listed on the National Historic Register.

The Board also expressed going forward, at the point when these trees are no longer viable, that this species is not the right tree to replace in this location.

Sincerely,

Richard Stowe  
Chair, City Tree Board

## **Article 6. Environmental Regulations**

### **Section 23.6-1. Landscape Regulations**

a) *Purpose.* The objective of this section is to provide minimum standards for the installation and maintenance of landscaping within the City. This section shall apply to all real properties private or publicly owned within the City.

This section is further intended to fulfill objectives as contained within the conservation element of the City's comprehensive plan, by providing for:

- Conservation of potable and nonpotable water.
- Implementation of Florida Friendly Landscaping Principles™.
- Maintenance of permeable land areas essential to surface water management and aquifer recharge.
- Implementation of the preservation of existing plant communities.
- Eradication of prohibited and controlled species referenced in paragraph k).
- Implementation of the planting of site-specific native and drought-resistant plant materials creating larger and more connected plant populations.
- Establishment of guidelines for the installation and maintenance of landscape material and irrigation systems.
- Reduction of air, noise, heat, and chemical pollution through the biological filtering capacities of trees.
- Implementation of energy conservation through the creation of shade and promoting an aesthetic appearance for the community.
- Provision of food, cover and creating habitat for birds, butterflies, and other wildlife.
- Reduction of the financial costs of landscape maintenance.
- Encouragement of creative landscaping designs.

b) *Applicability.* This section shall be a minimum standard and shall apply to all existing and newly developed public and private buildings, developments, and land within the incorporated areas of the City. This section shall also apply to the expansion or renovation of any existing development when the expansion or renovation of the existing development is equal to twenty-five percent (25%) of the assessed value of the improvements according to the Property Appraiser or when the total square footage of a structure is expanded by twenty-five percent (25%) or greater.

c) *Site design requirements.* The following will be adhered to in the preparation of landscaping plans:

1. *Water conservation.* All landscape plans must be created to implement water conservation by providing for:
  - Preservation of existing native plants;
  - Re-establishment of native plants;

## Article 6: Environmental Regulations

- Use of plant materials adapted to the existing or modified site conditions;
  - Use of shade trees to promote water conservation;
  - Limit amounts of lawn grass areas to outdoor gathering or recreational areas only; and
  - Retention of storm runoff on site.
2. *Preservation and promotion of native plants.* Native plant communities should be preserved to the greatest extent possible by incorporating them into the open space plan. Those communities that are designated to remain shall be preserved with trees, undergrowth and ground cover, the exception being the eradication of all growth of prohibited and controlled plant species as provided in this section. (See paragraph j). All preservation areas shall be staked and taped.
  - 3.
  4. Protection of trees during construction. (See also paragraph p), Tree Preservation). It shall be unlawful for any person in the construction of any structure or other improvement to place material, machinery or temporary soil deposits within the drip line of any tree, and during construction the builder shall be required to erect suitable protective barriers around all such trees to be preserved. Also during construction, no attachments or wire other than protective guy wires shall be attached to any of said trees. Trees designated for protection during construction that do not survive will be replaced by the owner of the property with a tree of equal size or an equivalent number of trees based on trunk diameter.
  5. Native communities. For properties of one acre or more that include native communities, such communities must be preserved to the extent that at least twenty-five percent (25%) of the required open space must be in the form of preserved natural communities. Properties that include less than 25% of open space in native communities shall preserve the existing communities to the greatest extent possible or may be reestablished elsewhere on the site.
  6. Native species required. A minimum of fifty percent (50%) of all required trees must be native and fifty percent (50%) of all other required plants must be native or drought tolerant.
  7. Site-specific planting material. All plants should be appropriate to the conditions in which they are planted. If planted in sandy soil, they should be able to withstand reduced water conditions. If planted around ponds or retention areas, they should be able to withstand wet conditions. All plants should possess noninvasive growth habits. Appropriate native or drought tolerant plant material will survive and flourish with low to no irrigation supplemental to rainfall.

d) *Landscape design standards.* The following are the minimum standards for the design and installation of all landscaping within the City of Lake Worth:

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### 1. *Design:*

- Florida Friendly Landscaping Principles™ must be utilized in all designs and installations. Consideration of site size, shape and soil type must be utilized to minimize irrigation waste. Efficient irrigation systems which permit the appropriate delivery of water for different types of plants. Consideration should be given to sprays, low volume drips, and bubblers. Alternative water sources such as a well, cistern, or rain barrel should be utilized. The lowest quality water feasible should be used for irrigation before finished utility water whenever possible.
- Organic mulches in conjunction with ground covers should be used to reduce turf areas. Utilize mulches whenever possible to prevent weed growth, retain water and increase the organic content of the soil.
- Implement the use of drought tolerant trees and shrubs for energy conservation by encouraging cooling through the provision of shade and the channeling of breezes, thereby helping to offset global warming and local heat island effects,
- Appropriate maintenance shall be provided to preserve the intended beauty and conserve water.

2. *Installation.* Care must be given to install all landscape carefully in accordance with sound horticultural procedures and meet applicable City code requirements. New impervious surfaces shall not be placed within five feet (5') of the trunk of a tree.

3. *Quality.* All plant material must be healthy, disease free, and hardy for South Florida's climate.

4. *Trees.* If minimum landscaping requirements (defined in paragraph f)) are not already met, then newly planted tree species shall be at least twelve (12) feet in height at the time of planting, with a minimum of four (4) feet of single straight trunk with a six-foot spread of canopy and a minimum trunk caliper of three (3) inches measured at a point four and one-half (4 1/2) feet above ground level. A small tree is less than twenty (20) feet tall at maturity, a medium tree is twenty-three (20 –30) feet tall at maturity, and a large tree is greater than thirty (30) feet tall at maturity.

Where a certain minimum number of trees are required to be provided in compliance with this section, the following minimum number of species shall also be provided:

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TABLE INSET:

Required Number of Trees	Minimum Number of Species
1-- 3	1
4 - 6	2
7 - 15	3
16 - 45	4
46 - 100	5
101 and over	6

5. *Palms.* Palms shall contribute no more than 25% of the required trees. Palms considered susceptible to lethal yellowing shall not be used to fulfill this requirement. Palms that do not have a fifteen-foot spread of crown when mature will be clustered in threes and three (3) Coconut, Sabal, or Royal Palm trees will equal one shade tree. Palm trees must be a minimum of twelve (12) feet in height with six (6) feet of grey wood at time of planting. The use of native palms is encouraged.
6. *Hedges.* Hedges shall be a minimum of two (2) feet in height when measured immediately after planting. Hedges, where required, shall be planted and maintained so as to form a continuous, unbroken, solid, visual screen within a maximum of one year after planting. To qualify as a hedge, shrubs shall be spaced a maximum of twenty-four (24) inches, center to center, with the branches touching at the time of planting.
7. *Turf/grass.* A major portion of water demand used for landscape purposes is used to irrigate lawn areas; therefore it is recommended that turf/grass areas outside of gathering or recreational areas be:
  - Converted to natural plant communities; or
  - Planted as redeveloped native areas; or
  - Planted in traditional mixes of native and/or South Florida climatized trees, shrubs and living ground covers. Properly managed non-grass landscape developments of appropriate plantings will typically be able to survive Florida's natural climate with minimum maintenance.
  - Management of turf/grass areas should follow the methods outlined in the Guide to Florida Friendly Landscaping Principles.
8. *Ground covers.* Living ground covers and native grasses used in lieu of turf or sod, in whole or part, shall be planted at such spacing to present a finished appearance and reasonably complete coverage.
9. *Vines.* Vines may be used in conjunction with fences, screens or walls. Use of native vines is encouraged.

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10. *Organic mulches.* Organic mulches shall be used in combination with living plants as part of a landscape design as provided in this section. However, organic mulches shall not, by themselves, constitute landscaping. No more than twenty-five (25) percent of a front or side street setback or yard may be comprised of mulch independent of living plant materials. All planting areas shall incorporate the use of organic mulch and it shall be applied to a minimum depth of three (3) inches. A layer of organic mulch shall be required in plant beds and around individual trees in turf grass areas. The use of cypress mulch is discouraged.

11. *Vegetable and fruit gardens.* Vegetable and fruit gardens are allowed so long as the minimum landscape requirements for the site are met.

e) *Site Restoration.* All existing landscaping, pavement, and grade of areas affected by work must be restored to original condition or to the satisfaction of the governing authority. The developer must verify that the pipeline trenches have been properly compacted to the densities required by the plans and specifications.

f) *Minimum landscape requirements:*

1. *New and existing single-family and duplex properties.* New and existing single-family and duplex properties shall apply the following minimum standards for landscaping:

(a) The landscaping shall meet or exceed the minimum number of landscape points required.

lot area 0 < 3,500 sq. ft.	50 landscape points
lot area 3,500 < 7,000 sq. ft.	100 landscape points
lot area > 7,000 sq. ft.	150 landscape points
One large tree	10 landscape points
One medium tree	7 landscape points
One small tree	5 landscape points
One shrub =	2 landscape points
Turf/grass =	0 landscape points

(b) A landscape point is a measurement describing the amount of required plant material in flexible units based on the landscape point values in the above table.

(c) Fifty percent (50%) of the landscape points must be planted within the front yard and 50% percent (50%) of the landscape points within the remaining portion of the landscaped areas.

(d) One (1) shade tree shall be planted for every two thousand five hundred

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(2,500) square feet or part thereof of lot area. Existing trees preserved on the site may be credited toward this tree requirement. At least one (1) shade tree shall be placed in the front yard.

- (e) All other lot areas not covered by driveways or structures shall be planted with living ground cover or other approved landscape materials.
  - (f) The area between the property line and the edge of pavement of the abutting right-of-way shall be landscaped, and provided with irrigation and maintenance. Rock, gravel, concrete or asphalt is expressly prohibited from being used in the right-of-way.
  - (g) All refuse container storage areas and all ground mechanical equipment visible from an adjacent property or an adjacent street shall be screened with vision obscuring fencing or hedging. A vision obscuring gate may be used in conjunction with fencing or hedging.
  - (h) For duplexes that have a parking lot that does not require back-out parking, the screening specified for new multi-family units shall be required.
2. *New and existing multiple family, commercial and industrial development.* On the site of a building or open-lot use providing an off-street parking, storage or other vehicular use area, where such an area will not be screened visually by an intervening building or structure from an abutting right-of-way or dedicated alley, landscaping shall be provided as follows:

- (a) Perimeter requirements adjacent to public and private rights-of-way:

1. A strip of land at least ten (10) feet in depth located between the off-street parking area or other vehicular use area and the right-of-way shall be landscaped. The landscaping shall consist of at least one (1) tree for each twenty (20) linear feet or fraction thereof. The trees shall be located between the right-of-way line and the off-street parking or vehicular use area. The remainder of the landscape area shall be landscaped with living ground cover and organic mulch.

Additionally, a hedge, wall or other durable landscape area shall be placed along the interior perimeter of the landscape strip. If a hedge is used (see paragraph c), it must attain a minimum height of three (3) feet above the finished grade of the adjacent vehicular use or off-street parking area within one (1) year of planting.

If a nonliving barrier is used, it shall be a minimum of three (3) feet above the finished grade of the adjacent vehicular use. Nonliving barriers shall require additional landscaping to soften them and enhance their appearance.

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For each five (5) feet of nonliving barrier, two (2) shrubs or vines shall be planted along the street side of the barrier, in addition to tree requirements. Earth berms may be used only when installed in conjunction with sufficient plant materials to satisfy the screening requirements. The slope of the berm shall not exceed a 3:1 ratio.

Hedges for multi-family projects which are used to separate a residential use from an adjacent arterial or collector road right-of-way may attain a height of eight (8) feet to mitigate the impact of the adjacent roadway, unless otherwise prohibited. A visibility triangle shall be maintained (see section 23.4-4).

Perimeter hedging installed to effect screening of storage areas must be a minimum of four (4) feet in height at the time of installation and be permitted to grow to a height to conceal the materials being stored. Perimeter shade trees are required to be planted every twenty (20) feet and are not permitted to be clustered. Palm trees used for the purpose of street trees must be planted in clusters of three (3) with no palm being planted further than ten (10) feet apart.

2. The unpaved portion of the right-of-way adjacent to the property line shall be landscaped and provided with irrigation and maintenance.

(b) Perimeter landscaping requirements relating to abutting properties:

1. A landscaped screen shall be provided between the off-street parking area or other vehicular use area and abutting properties. The landscape screen may be two (2) feet in height at the time of planting and shall achieve and be maintained at not less than three (3) feet and no greater than six (6) feet in height to form a continuous screen between the off-street parking area or vehicular use area and such abutting property. This landscape screen shall be located between the common lot line and the off-street parking area or other vehicular use area in a planting strip of not less than five (5) feet in width. In addition, one (1) shade tree shall be provided for every twenty (20) linear feet of such landscaped screen or fraction thereof.

2. Where any commercial or industrial area abuts a residential zoning district in addition to requirements established for district boundary line separators in the zoning code one (1) shade tree shall be planted every twenty (20) feet to form a solid tree line.

3. The provision for perimeter landscape requirements relating to abutting properties shall not be applicable where a proposed parking area or other vehicular use area abuts an existing hedge or established tree line. The existing hedge and trees may be used to satisfy the landscape requirements provided the existing material meets all applicable standards. The landscape

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strip, a minimum of five (5) feet in depth, however, is still required, and must be landscaped with living ground cover. If the existing landscaping does not meet the standards of this section, additional landscaping shall be required as necessary to meet the standards. In the event that the landscaping provided by the adjacent property which has been used to satisfy the landscaping requirements for the property making application is ever removed, the property heretofore using the existing vegetation to satisfy landscaping requirements must then install landscaping as required to comply with the provisions of this code.

### 3. *Interior landscape requirements for parking and other vehicular use areas.*

- (a) The amount of interior landscaping within off-street parking areas shall amount to no less than twenty (20) percent of the total area used for parking and accessways.
- (b) There shall be a group of palms or a shade tree for every one hundred (100) square feet of required interior landscaping. No more than twenty-five (25) percent of these required trees shall be palms.
- (c) Landscape islands which contain a minimum of seventy-five (75) square feet of plantable area, with a minimum dimension of eight (8) feet, exclusive of the required curb, shall be placed at intervals of no less than one (1) landscaped island for every ten (10) parking spaces. One (1) shade tree or equivalent number of palm trees shall be planted in every interior island.
- (d) Each row of parking spaces shall be terminated by landscape islands with dimension of eight (8) feet in width, exclusive of curbs. An exception to this requirement is when a landscaped area exists at the end of the parking row.
- (e) Whenever parking tiers abut, they shall be separated by a minimum five (5) foot wide landscape strip. This strip shall be in addition to the parking stall. Non-mountable curbs are not required for these landscaping strips, provided carstops are installed. Should carstops not be installed the landscape strip shall be a minimum of nine (9) foot wide and be provided a non-mountable curb.
- (f) Perimeter landscape strips which are required to be created by these land development regulations shall not be credited to satisfy any interior landscaping requirements; however, the gross area of perimeter landscape strips which exceed minimum requirements may, upon approval by the building department, be credited to partially satisfy the interior landscape requirements of this section.
- (g) Interior landscaping in both parking areas and other vehicular use areas

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shall, insofar as possible, be used to delineate and guide major traffic movement within the parking area so as to prevent cross-space driving wherever possible. A portion of the landscaping for interior parking spaces, not to exceed twenty-five (25) percent of the total requirement, may be relocated so as to emphasize corridors or special landscape areas within the general parking area or adjacent to buildings located on the site, if helpful in achieving greater overall aesthetic effect. Such relocated landscaping shall be in addition to the perimeter landscaping requirements.

- (h) All dumpster and refuse areas and all ground level mechanical equipment shall be screened with shrubbery or with fencing where visible from public rights of ways.
- (i) Landscaping may be permitted in easements only with the written permission of the easement holder. Written permission shall be submitted as part of the site plan or landscape plan review.
- (j) All landscaped areas shall be provided with an irrigation system, automatically operated, to provide complete coverage of all plant materials to be maintained. This system should be designed to automatically shut off when raining. The source of water may be either from City water or non-potable water. The use of recycled water is encouraged.

g) *Permit required.* Prior to new development or clearing of real property, a permit shall be obtained from the City building department. Trees are protected by a special ordinance. (See paragraph p), Tree Preservation.)

1. Permits for the removal of vegetation from any real property shall be issued only to licensed general contractors, building contractors, residential contractors, landscape contractors, any owner of a single-family or owner-occupied duplex property, or owner of commercial property to the extent permitted by state statute. In the case of tree removal, see paragraph p), Tree Preservation.
2. Permits for the new development of landscape areas shall be issued only to licensed general contractors, building contractors, residential contractors, landscape contractors, any owner of a single-family or owner occupied duplex property, or owner of commercial property to the extent permitted by state statute.

The permit applicant shall submit to the building department two (2) copies of a combination site plan or vehicular use area landscape plan which has been prepared by and bears the seal of a licensed design professional authorized to prepare landscape plans by Florida Statute chapter 481 for review and approval. The plans shall show:

- (a) New and existing parking spaces, access ways, driveways, walkways, ramps, curbs, wheel stops and other vehicular use controls such as

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- traffic markers, striping and directional signs.
  - (b) The quantity, name, height and location of all plant material, the type of living ground cover to be used, and the type of irrigation system proposed for landscape maintenance and maintenance required for such landscaping.
  - (c) The location of signs, dumpsters and trash can locations, the dimension of all decorative or screen walls and/or type of fences and elevations of all landscape areas and vehicular use areas.
3. Application to be field checked; conditions to issuance of permit. (See paragraph p), Tree Preservation). After filing, said application shall be field checked by the building department. In the case of clearing shrub vegetation, no permit shall be issued until an inspection and report is issued by the City Horticulturist. A copy of the report shall accompany the issuance of the permit. Additional inspections may be made at the discretion of the City Horticulturist to determine if compliance has been achieved.
  4. Shrub clearing permit fee. In the case of an application for clearing of shrub vegetation only, there shall be paid to the Building Division a fee commensurate with the acreage involved in accordance with the schedule of fees adopted from time to time by the City Commission.

h) *Delay in landscaping.* In the event that the required landscaping cannot be completed at such time that a certificate of occupancy or similar use authorization could otherwise be issued, the building official may enter an agreement with the owner that the required landscaping will be completed within the subsequent three (3) months. The agreement shall be accompanied by a bond in the amount of one hundred and ten percent (110%) of the costs of the required work, complete and in place, including all incidental costs, as determined by the building official.

i) *Minimum maintenance requirements.*

1. *General.* The landowner, or successors in interest, or agent, if any, shall be jointly and severally responsible for the following:
  - (a) All landscaping shall be maintained free from disease, pests, weeds and litter. This maintenance shall include weeding, watering, fertilizing, pruning, mowing, edging, mulching or other maintenance, as needed, and in accordance with acceptable horticultural practices and meet applicable City code requirements.
  - (b) The repair or replacement of required landscape structures (e.g., walls, fences) to a structurally sound condition.
  - (c) The regular maintenance, repair or replacement, where necessary, of any screening or buffering required by this section.
  - (d) Perpetual maintenance to prohibit the re-establishment of prohibited and

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controlled species as referenced in paragraph j) within landscaping and preservation areas.

- (e) Continuous maintenance of the site.

### 2. *Pruning of trees.* See also paragraph p), Tree Preservation.

- (a) It is illegal to prune a tree improperly.
- (b) All major and minor maintenance of trees shall be performed following pruning standards set by the National Arborist Association Pruning Standards for Shade Trees and the American National Standards for Tree Care Operations. ANSI A300 (Part 1)-2001, (Part 3)-1998, BSR A300 (part 1)200x.
- (c) A permit is required to remove a tree.
- (d) All tree trimming whether major or minor shall be performed by a company licensed by the State, County, or City of Lake Worth or by single-family homeowners or owners of owner-occupied duplexes.

j) *Prohibited and controlled species.* All prohibited plant species shall be eradicated from the development site and re-establishment of prohibited species shall not be permitted. The following plant species shall be eliminated in the City of Lake Worth:

1. Melaleuca, Punk tree, Paper Bark, Cajeput (*Melaleuca quinquenervia*).
2. Brazilian Pepper or Florida Holly (*Schinus terebinthi-folius*).
3. Australian Pine (*Casuarina*).

The following plant species shall not be planted in the City of Lake Worth:

1. Earleaf Acacia (*Acacia auriculiformis*).
2. Bischofia (*Bischofia javanica*).
3. Norfolk Pine (*Araucaria heterophyll*).
4. Carrotwood (*Cupianopsis anacardioides*).
5. Poison Wood (*Metopium toxiferum*).

k) *Tree protection.* Upon the discovery of any destructive or communicable disease or other pestilence which endangers the growth or health of trees, or threatens to spread disease or insect infestations, the City shall follow City code compliance procedures and at once cause written notice to be served upon the owner of the property upon which such diseased or infested tree is situated. The notice shall require such property owner to control or eradicate disease or pestilence within reasonable time to be specified in such notice. See also Chapter 12, Article VI.

l) *Public Property.* No person shall remove, cut above the ground or disturb any tree on any street, park or other public place unless authorized by the City. (See paragraph p) Tree Preservation).

m) *Enforcement.* The City shall have the power to promulgate and enforce rules, regulations and specifications concerning the trimming, spraying, removal, planting, pruning and protection of trees, shrubs, vines, hedges and other plants upon the right-of-way of any street,

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alley, sidewalk or other public place in the City.

n) *Violations.* Any person who violates any provision of this section shall be subject to those procedures set out in Chapter 2, Article X of the Code of Ordinances and paragraph p), Tree Preservation.

o) *Appeals.* See paragraph p) Tree Preservation. Anyone aggrieved by this section may apply to the Planning and Zoning Board or Historic Resources Preservation Board, as applicable, when it the application of this section will cause undue hardship on an owner or when it is claimed that the true intent and meaning of this code or any of the regulations therein have been misconstrued or wrongly interpreted. The appeal shall be made on a form provided by the Department for Community Sustainability and the appellant shall pay a filing fee as established from time to time by the City Commission.

p) *Tree Preservation.*

1. *Vision.* Trees provide communities with many environmental, social and economic benefits. They filter pollutants, provide shade and homes for animals, create desirable living and working places, increase property values, attract businesses and visitors, help control storm water runoff and soil erosion and decrease cooling costs.

2. *Intent.* It is the intent of the City Commission to regulate the removal, relocation, and replacement of trees and to prevent the abuse of the trees within the City limits to ensure the adequacy and improvement of the City tree canopy.

3. *Objectives.* The City Commission finds that the health, safety and welfare of its citizens can best be protected by land use regulations that support and enforce the following objectives:

- (a) Reducing air, noise, heat and chemical pollution through the biological filtering capabilities of trees.
- (b) Promoting energy conservation through the creation of the tree shade.
- (c) Maximizing permeable land areas essential to surface water management and aquifer recharge.
- (d) Preserving existing mature growth trees and natural environment areas.
- (e) Striving for zero (0) loss of trees within the City and increase tree numbers at every opportunity.
- (f) Striving for all single-family residences to have more planted trees.
- (g) Promoting more shade trees lining City streets.

4. *Measurements.*

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(a) The diameter of a tree shall be determined by dividing the circumference of the trunk measured four and one-half (4½) feet above the ground by three and one hundred forty-two thousandths (3.412).

(b) The diameter of a tree having multiple trunks four and one-half (4½) feet above the ground shall be the sum of:

1. One hundred (100) percent of the diameter of the largest trunk; and
2. Sixty (60) percent of the diameter of each additional trunk.

(c) The location of a tree on a lot shall be measured at the point at which the trunk of the tree meets the ground.

5. *Applicability.* The terms and provisions of this paragraph p) shall apply to all real property lying within the incorporated area of the City. All tree trimming whether major or minor shall be performed by a company licensed by the state, county or City of Lake Worth or by single-family homeowners or owners of owner-occupied duplexes.

6. *Tree removal, relocation, replacement.*

(a) Unless the appropriate permit has been issued by the City, no person shall cause the removal, relocation or replacement of any protected tree in the City either on private or public property.

(b) Any person wishing to remove, relocate, or replace a protected tree shall file an application for a tree permit with the City. The property owner must sign the application or a notarized letter from the property owner must be submitted with the application designating an authorized agent. The following information shall be included:

1. Name and address of property owner.
2. Legal description of the property.
3. Reason for requested action.
4. A scaled site plan illustrating:
  - i. Location of all trees with their species, size and drip line location.
  - ii. Location of existing and proposed structures or other planned improvements.
  - iii. Indication of trees to be removed, relocated, or replaced.
  - iv. Any grade changes that might affect or endanger the trees.

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(c) For established residences or established places of business, the scaled site plan can be a simple sketch so long as all the required information is included and easily understood. This application is independent from and not associated with any other improvements.

(d) For a site with proposed residential, commercial or other developments, including expansions of existing improvements on previously platted or subdivided sites, the permit application shall be filed with the application for a building permit. The application for a tree removal permit shall include a tree survey by an arborist and be reviewed in conjunction with the building permit application.

(e) For new development on sites proposed for platting or on sites requiring site plan review in accordance with these land development regulations, the permit application, including a tree survey by an arborist, shall be filed along with the application for preliminary plat approval, or preliminary site plan approval, or amendments and additions to approved site plans.

(f) The application for a permit to remove, relocate or replace a tree shall be field checked by City staff. City staff shall inspect the physical site and gauge the effects of the planned tree removal, replanting or retention on the local environment and other natural features, and on economic values both within the site boundaries and surrounding area. Based on the evaluation by the City horticulturist, considering the factors enumerated hereinafter and gauging the effect of the application upon these factors, a permit shall be granted or denied.

### *7. Exemptions.*

(a) Licensed plant and/or tree nurseries shall be exempt from the terms of the code, only in relation to those trees planted and growing for sale in the ordinary course of said licensee's business.

(b) Utilities and their agents shall be exempt from the terms of this code provided that they comply with the following conditions:

1. They shall not prune or remove trees other than for the purpose of removing hazards to public safety or to the provision of uninterrupted service.
2. They shall prune according to nationally accepted NAA (National Arborists Association) standards for utility line clearing; unbalanced trees are not acceptable.
3. For regular maintenance, the affected occupant shall be notified via U.S. mail by the utility at least ten (10) days prior to the beginning of pruning.

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4. In an urgent situation, which does not present an imminent threat to the public health, safety, welfare, or immediate interruption of service, the affected occupant shall be given at least forty-eight (48) hours written notice via a door hanger prior to the beginning of pruning.

(c) Trees that are confirmed by the City horticulturist or his designee to be dead, damaged by disease, fire, windstorm, lightning, or other acts of nature or by accident, which pose imminent danger to life or property.

(d) Trees of less than three (3) inches DBH.

### 8. *Guidelines for granting and denial.*

(a) *Granted.* A permit to remove a tree shall be granted based on the following standards:

1. The tree, or trees, are located in an area where a structure or improvement will be placed in accordance with other development provisions in the City Code of Ordinances, and retention of the trees is such that no reasonable economic use can be made of the property without removal of the trees, and the tree, or trees, cannot be relocated on or off the property because of age, type or size of tree.

2. Deprivation of reasonable use. Strict application of the requirement would effectively deprive the owner of reasonable use of the land due to its unusual size, shape, topography, natural conditions, or location, provided that:

- i. Such effect upon the owner is not outweighed by a valid public purpose in imposing the requirement in this case; and
- ii. The unusual conditions involved are not the result of actions of the developer or property owner which occurred after the effective date of the ordinance from which this section derives.

3. The tree is diseased, injured, in danger of falling or is endangering existing structures, utility services or creates unsafe vision clearance.

4. It is found to be in the interest of the general public's health, safety, and welfare that the tree or trees be removed.

5. The tree is not one that is designated as a historic, specimen, or champion tree.

6. The tree is not providing habitat to legislatively designated endangered or protected bird or animal species.

7. Proper horticultural practices requiring the removal or thinning of the tree population to assure health of remaining trees.

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(b) *Denial.* The City horticulturist or his designee, upon the determination that an application for a permit to remove a tree is to be denied, shall state the basis for such denial specifically and shall notify the applicant, in writing, of the criteria upon which such denial is predicated.

(c) *Relocation or replacement.*

1. When the City horticulturist finds that a requested removal of a tree or trees is warranted, he shall, as a condition to approving the application, require the applicant to relocate or replace the trees to be removed within thirty (30) days. Replacement trees shall be shade trees and meet the requirements of chapter 23 of the landscape code, and shall be one (1) DBH inch for each one (1) DBH inch removed to the extent that the combined DBH of the replacement trees equals the combined DBH of all the removed trees. If replacement trees are installed, the applicant shall guarantee the survival of the replacement trees for one year. Removal and replanting shall be done at the full expense of the applicant and with approval of the City horticulturist.

2. Replacement of a tree eighteen (18) DBH inch or more shall require replacement trees to be at least six (6) DBH inch.

3. In lieu of replacement on site, funds can be placed in the Tree Canopy Restoration Fund as detailed in paragraph p)-12.

### 9. *Tree protection during construction.*

(a) Throughout all activities associated with the construction, the owner, utility companies, and all contractors shall be responsible for erecting protective barriers around all tree drip lines and not be removed. The barricading shall be subject to review by City horticulturist.

b) The City may require a performance bond in addition to the protective barrier for historic, specimen, or champion trees, or as designated by the City horticulturist in order to guarantee protection of a tree(s) or to ensure restoration of the replacement or transplanted tree(s). The amount of said bond shall equal the value of the tree(s) specifically covered. The said bond is to remain in effect until sixty (60) days subsequent to the completion of the construction activities.

(c) It shall be unlawful for any person in the construction of any structures or other improvements to place any material, machinery, or sill deposits which may cause damage to the root system within the dripline of any protected tree(s) as

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defined herein, or within the protected root system of a historic, specimen, or champion tree.

(d) If a tree is damaged during construction and deemed unsalvageable by the City horticulturist, replacement is required.

(e) Fences and walls. The root systems of existing trees shall be preserved when installing fences and walls. Post holes and trenches located close to trees shall be dug and adjusted as necessary to avoid damage to major roots. Continuous footers for masonry walls shall be ended at the point where larger roots are encountered and roots shall be bridged.

(f) Tree cutting standards. All major and minor maintenance of trees shall be performed following pruning standards set by the National Arborist Association Pruning Standards for shade trees and the American National Standards for Tree Care Operations. ANSI A300 (Part 1)-2001, (Part 3)-2000, (Part 2)-1998, BSR A300 (Part1)200x.

(g) Failure to comply. Any owner, tenant, contractor, or agent thereof who fails to provide tree protection as stated herein shall be guilty of tree abuse and subject to penalties as established in paragraph p)-13 of this section.

### 10. *Tree abuse, trimming.*

(a) *Tree abuse is prohibited.* Abused trees shall not be counted toward fulfilling tree replacement or preservation requirements. The City may require the abused trees to be replaced. A tree shall be considered abused if one (1) or more of the following actions have taken place:

1. Significant damage has been inflicted upon any part of a tree, including the root system by machinery, storage of materials, soil compaction, excavation, vehicle accidents, chemical application or change to the natural grade.
2. Damage inflicted to or cutting upon a tree that permits infection or pest infestation.
3. Cutting upon any tree that permanently reduces the function of the tree or causes it to go into shock.
4. Cutting upon a tree that destroys its natural shape.
5. Hatracking.
6. Removal of bark which is detrimental to the tree.
7. Tears and splitting of limb ends or peeling and stripping of bark.
8. Use of climbing spikes, or cutting into the tree for the purposes of climbing on any species of tree for any purpose.

## Article 6: Environmental Regulations

9. Girdling a tree with the use of wires (e.g., use of weedeater, mower damage).
10. Failure to comply with paragraph p)-9.
11. Severe neglect of tree nutrition or adequate irrigation necessary for continued growth.
12. Heading.

(b) *Additional provisions.* It shall be unlawful and shall constitute abuse for tree(s) on public or private lands to be trimmed in any manner other than as described by the National Arborist Association Inc.

### 11. *Historic, specimen, champion trees.*

(a) A historic, specimen or champion tree as defined in paragraph p) is hereby deemed as irreplaceable by the City due to its size, age, and its historic, aesthetic or cultural significance. A historic, specimen or champion tree may not be removed unless approved by the City Commission. The City Commission shall approve an application to remove a historic, specimen, or champion tree that is determined by the City horticulturist to be hazardous pursuant to the following procedure:

The City horticulturist shall determine whether the historic, specimen, or champion tree is hazardous in accordance with paragraph k) and sections 15-31 and 15-32 of the Lake Worth Code of Ordinances after a physical inspection of both the tree and the parcel on which the tree is located. The physical inspection and written determination as to whether the tree is hazardous shall be made by the City horticulturist and shall not be delegated to any other City staff person.

(b) Nomination of historic, specimen and champion trees. Any citizen, property owner or official of the City may nominate a tree to be designated as a historic, specimen and/or champion tree. The City Tree Board shall review the nomination, notify the owner of the land upon which the tree is located, and hear any objections thereto: thereafter it will make a recommendation to the City Commission as to the proposed designation. The City Commission shall review the recommendation and hold a public hearing, and within thirty (30) days render a decision on the designation. Within thirty (30) days after the designation of historic, specimen or champion tree, the City horticulturist shall notify the owner of the official action and documentation included in property file.

(c) Identification of historic, specimen and champion trees and official record. The City horticulturist and his designee shall ensure that every designated historic, specimen and champion tree is permanently marked identifying it as such and advising that penalty for unauthorized removal is a fine. Failure of the City to mark such tree shall not adversely impact the City in enforcing the provisions of

Article 6: Environmental Regulations

this article. The City clerk and/or City tree board shall maintain an official record of each tree designated as a historic, specimen and champion tree.

(d) No person shall cut, carve or injure the bark, limbs, branches or root system, or mutilate a historic, specimen or champion tree in any way, nor shall any person pile debris or material of any kind, within the protected root system of a historic, specimen, or champion tree, or attach any rope, wire or other contrivance thereto, whether permanent or temporary in character or in use. Any person who violates this ordinance shall forfeit and pay to the City damages to be determined by the special magistrate. The City horticulturist may make recommendations to the special magistrate concerning the amount of the damages, but the special magistrate is not obligated to accept the recommendations.

12. *Tree canopy restoration fund.* Funds collected in lieu of replacement are established as follows and must be submitted prior to issuance of the permit or site plan certification, whichever occurs first. The replacement value set by the City horticulturist shall be based on the average cost of the purchase, installation and maintenance for one (1) year of an equivalent number of replacement trees.

If the exact DBH or largest trunk measurement cannot be determined, the replacement value shall be determined based on the City horticulturist's estimate of the removed or damaged tree or trees. In the event that an insufficient trunk of the removed tree exists to determine replacement requirements, including the size and number of required replacement trees, these facts shall be determined by the City horticulturist based upon any available information, including photographs or a survey of trees of the same species existing within the City. Any decision by the City horticulturalist may be appealed to the Tree Board.

13. *Penalties.*

(a) Any person who violates this section shall pay to the City within thirty (30) days the base rate penalty. Penalties are levied in addition to replacement, inch for inch, with shade trees on site to meet the minimum requirements if the City horticulturist deems the tree unsalvageable. Penalties shall be paid into the Tree Canopy Restoration Fund. If the replacement tree cannot be located on site, the full cost of replacing the tree (specified in paragraph p)) shall also be paid into the Tree Canopy Restoration Fund.

Tree DBH	
3" - < 6"	\$60

Article 6: Environmental Regulations

6" - < 9"	\$80
9" - < 12"	\$100
12" - < 18"	\$200
18" or greater	\$400
Tree DBH	
3" - < 6"	\$120
6" - < 9"	\$160
9" - < 12"	\$200
12" - < 18"	\$400
18" or greater	\$800

(b) If a historic, specimen or champion tree is removed the fine shall be two thousand dollars (\$2,000.00) per inch DBH.

(c) If the City horticulturist deems the tree salvageable, the City horticulturist shall recommend an arborist be contracted for three (3) to five (5) years by the property owner for corrective pruning for violations under paragraph p)-12. A signed contract with an arborist must be submitted for approval to the City horticulturist within thirty (30) days or a fifty dollars (\$50.00) per day fine will be imposed.

(d) To enforce compliance with this chapter, Lake Worth City officials may issue a cease and desist order or require that a building permit or certificate of occupancy be withheld.

14. *Appeals.* Any person aggrieved by a decision of the City horticulturist shall have the right to appeal such decision by filing an appeal within thirty (30) days of the decision to the special magistrate. Notice of the appeal shall be provided to the City horticulturist. Decisions of the special magistrate may be appealed by an aggrieved party, including the City, to the circuit court. Such appeal must be filed within thirty (30) days of the execution of the order to be appealed.

q) *Irrigation requirements.* All landscaped areas shall be irrigated with an automatically operated sprinkler system, except for the list provided below. Complete coverage of all plant materials shall be maintained. It is the responsibility of the homeowner to insure that all systems, including the use of well water, shall be designed to permit all zones to be completed as established in the South Florida Water Management District Guidelines.

1. Exceptions.

## Article 6: Environmental Regulations

(a) *Irrigation of existing plant communities.* Existing plant communities and ecosystems, maintained in a natural state, do not require and may not need any additional irrigation water added in any form.

(b) *Newly established native plant areas.* Native and South Florida climatized plant areas that are supplements to an existing plant community or newly installed by a developer or homeowner may initially require additional water to become established. The water required during the establishment period shall be applied from a temporary irrigation system, a water truck or by hand watering from a standard hose bib source.

(c) *Single-family residential and owner-occupied duplexes.* Single-family residential and owner-occupied duplexes are not required to install irrigation systems but are recommended to implement alternative watering methods (i.e., hand watering, mobile sprinkler systems, rain barrels, cisterns, etc.) that achieve the desired intent of the landscape design standards. Drought tolerant planting is highly recommended. Site plans and landscaping plans shall be submitted to the City Horticulturist for review and approval. All site development and landscaping shall follow the South Florida Water Management District's Florida Friendly Guidelines.

2. *Irrigation design standards.* Reference to appropriate Florida Building Code, best management practices, and adopted professional standards for design, layout, installation and operation.

### **Section 23.6-2. Wellfield Protection.**

a) *General provisions.* Any nonresidential or residential use with more than twenty five (25) units that applies for site plan approval, 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 Wellfield Protection Ordinance No. 88-7, 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.

b) *Detailed provisions.* See Palm Beach County Ordinance No. 88-7 for the definition of regulated substance, the restrictions within zones 1 through 4, the permitting and appeals process, and description of exemptions. See Lake Worth Comprehensive Plan Future Land Use Map series for location of wellfields.

### **Section 23.6-3. Floodplain Management.**

a) *Findings of fact.*

1. The flood hazard areas of the City of Lake Worth are subject to periodic inundation which results in loss of life, property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and

Dear Mr. McGrew,

Thank you so much for allowing me to comment on the majestic Banyan Trees. They are so important to Lake Worth. I am very pleased that additional steps in preserving and caring for them is being discussed.

The information below is in-fact "first hand" information. My mother-in-law, Roberta Propst Greene, Pioneer, worked for Bertha Gainer and came to our home often. She was an a woman before her time.

The Majestic Banyan's  
(banyan Gujarati trader)

In 1912, the citizens of Lake Worth volunteered to build a school where the present City Hall Annex is located. The building was 24 X 36, made of Florida Pine and painted Flagler yellow. Amanda Synder was the first teacher.

There was no grass in Lake Worth. The fine sand resembled "dirty white snow."

Bertha Gainer, Pioneer and business woman, lived in a small, framed house.

The address was across from the school, in the 400 block of Lucerne, on the alley (where Tru-Valu Drug packing lot is). Gainer owned and ran one of the first 'motels' in Lake Worth and she "hated that \_\_\_\_ sand. Nothing is ever clean." (Gainer and later the Harold Chamberlain's owned the Federal/Lucerne corner)

Pioneers were 'doers'. They had to be. They were problem solvers. To solve this problem, in 1914, Bertha Gainer planted five "good size Banyan trees." She would take buckets of water over each day.

When the new school was completed, it become an early 'conservation project.' The students took turn watering the new trees until the were established.

The 1928 Hurricane did extensive damage to the school, now City Hall. Mother Nature only gave the now a landmark, Banyan Trees, a good trimming.

Today, the 100+ year old trees now stand as a testimony and witness to the perseverance, persistence and tenacity of those who have gone before.



## CITY OF LAKE WORTH

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

**AGENDA DATE:** April 21, 2015, Regular Meeting

**DEPARTMENT:** Electric Utility

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### **EXECUTIVE BRIEF**

**TITLE:**

Notification letter to Orlando Utilities Commission (OUC) to extend the term of the purchased power agreement

**SUMMARY:**

This Notification Letter exercises the City's option to extend the term of an agreement with OUC for one additional year (through December 31, 2017) at the same terms and conditions. The notice to extend the term of an agreement with OUC must be given no later than December 31, 2015.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to Section 4.2 (a) of the Agreement, the City of Lake Worth has the option to extend the Term of the Agreement for two additional one-year terms.

On March 4, 2015, the Electric Utility Advisory Board recommended this agenda item for the City Commission's approval.

**MOTION:**

I move to authorize/not authorize the City Manager to execute a Notification Letter to Orlando Utilities Commission to extend the term of the OUC-Lake Worth PPA for 2017.

**ATTACHMENT(S):**

- 1) Fiscal Impact – not applicable
- 2) Draft notification letter

CITY OF LAKE WORTH LETTERHEAD

March \_\_\_\_\_, 2015

Jan Aspuru, Vice President  
E&W Production Business Unit  
Orlando Utilities Commission  
100 West Anderson Street  
Orlando, Florida 32801

Re: Extension of Term of OUC-Lake Worth PPA for 2017

Dear Mr. Aspuru:

This letter comprises and transmits the City of Lake Worth's exercise of its option to extend the Term of the "INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY AND ASSET MANAGEMENT SERVICES BETWEEN THE CITY OF LAKE WORTH, FLORIDA AND ORLANDO UTILITIES COMMISSION" (the "Agreement") entered into as of February 7, 2013, for a fourth year.

Pursuant to Section 4.2(a) of the Agreement, the City of Lake Worth ("City") hereby gives notice to the Orlando Utilities Commission ("OUC") that it has elected to exercise, and the City does hereby exercise, the City's option to extend the Term of the Agreement for a fourth year, i.e., the calendar year beginning on January 1, 2017 and concluding on December 31, 2017.

Pursuant to Section 4.2(a), this notice to extend for the fourth year (i.e., for 2017) must be given no later than December 31, 2015, which is the last day of the second year of the initial 3-year term, which initial term began on January 1, 2014, which date was and is the "Turnover Date" under the Agreement. Therefore this notice, given on March \_\_\_\_\_, 2015, is and has been timely given with respect to the extension of the Term for the fourth year.

Please confirm OUC's acknowledgement that the City has properly exercised its option to extend the Term for the

fourth year by signing in the space provided below and returning a copy to me at your earliest convenience.

Thank you very much for your prompt attention to this matter. The City looks forward to continuing our mutually beneficial relationship. If you have any questions, please call me any time.

Sincerely yours,

Michael Bornstein  
City Manager

Acknowledged by:

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Signature

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Typed or Printed Name and Title

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Date



## 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, MAY 05, 2015 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Pastor Petri Kosenen, All Nations Church
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. Eden Place Neighborhood Association update
  - B. Housing Partnership's support of NeighborWorks Week event by Jaime-Lee Brown
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. Ratify the appointment of members to various City advisory boards
  - B. Contract Amendments for a one year contract extension with Ashbritt Environmental and Ceres Environmental for disaster debris removal and disposal services
  - C. Authorize the use of outside legal services for Fiscal Year 2015
  - D. Resolution No. xx-2015 - authorize the CDBG Interlocal Agreement for 11th Avenue South greenway project
  - E. Purchase a new vacuum truck for the Water Utilities Dept. from the Florida Sheriff's Cooperative Purchase contract

**10. PUBLIC HEARINGS:**

- A. Resolution No. xx-2015 – declare 21 properties as surplus and direct the method of sale.

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

- A. Resolution No. xx-2015 – relating to the State Revolving Fund (SRF) Loan Program to authorize a Request for Inclusion, loan application, and loan agreement; establish pledged revenues; designate authorized representatives and provide assurances
- B. Designate Cultural Plaza tree as Historic

**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. May 19, 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.