



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, MAY 19, 2015 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Reverend Kris Vos, Lake Worth Christian Reformed Church
3. **PLEDGE OF ALLEGIANCE:** Led by Vice Mayor Scott Maxwell
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Legislative update by Representative Lori Berman
 - B. Florida Public Utilities Gas Reliability Infrastructure Program update
 - C. Town & Country Garden Club co-presidents to present the City with an Unsolicited Design Award from the Florida Federation of Garden Clubs for beach project public spaces
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. Resolution No. 22-2015 - 4th amendment to the City's Fiscal Year 2015 budget
 - B. Landscape Maintenance Agreement with Lake Worth Village, LLC for maintenance on the west side of Boutwell Road between Lake Worth Road and 2nd Ave. North
10. **PUBLIC HEARINGS:**
11. **UNFINISHED BUSINESS:**

Agenda Date: May 19, 2015, Regular Meeting

12. NEW BUSINESS:

- A. Task Order No. 3 with URS Corporation Southern for engineering design, permitting, bid phase and construction phase services for the 11th Avenue South Watermain project

13. LAKE WORTH ELECTRIC UTILITY:

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

- B. **PUBLIC HEARING:**

- C. **NEW BUSINESS:**

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

- A. June 2, 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.

Florida Public Utilities Gas Reliability Infrastructure Program



What is “GRIP”

- The upgrading of FPU’s natural gas facilities and infrastructure, particularly the replacement of bare steel gas lines.
- Integrity management program established to address public concerns regarding the reliability and safety of aging infrastructure.
- Approved by the Florida Public Service Commission in 2012.



How Will This Affect You?

- FPU contractors will be replacing pipes in streets, sidewalks, easements and areas on or near your property.
- FPU contractors:   
A QUANTA SERVICES COMPANY Customer focused. Quality solutions. YOUR ONE STOP SHOP FOR ALL YOUR NATURAL GAS & PROPANE GAS INSTALLATION NEEDS.
- During this upgrade you may experience a temporary disruption in gas service. Any disruptions will be fully restored.



How Is FPU Communicating?

- A notification process has been designed to provide ample notice and accurate updates to all parties involved.
- Preconstruction letters that notify recipients of GRIP efforts, introduce relevant contractors and provide a brief description of the scope of construction.
- A series of three door hangers are placed on doors at key points in the process to inform residence of construction updates and temporary gas interruptions.
- Work Area maps and FPU contacts can also be found on the City of Lake Worth website www.lakeworth.org

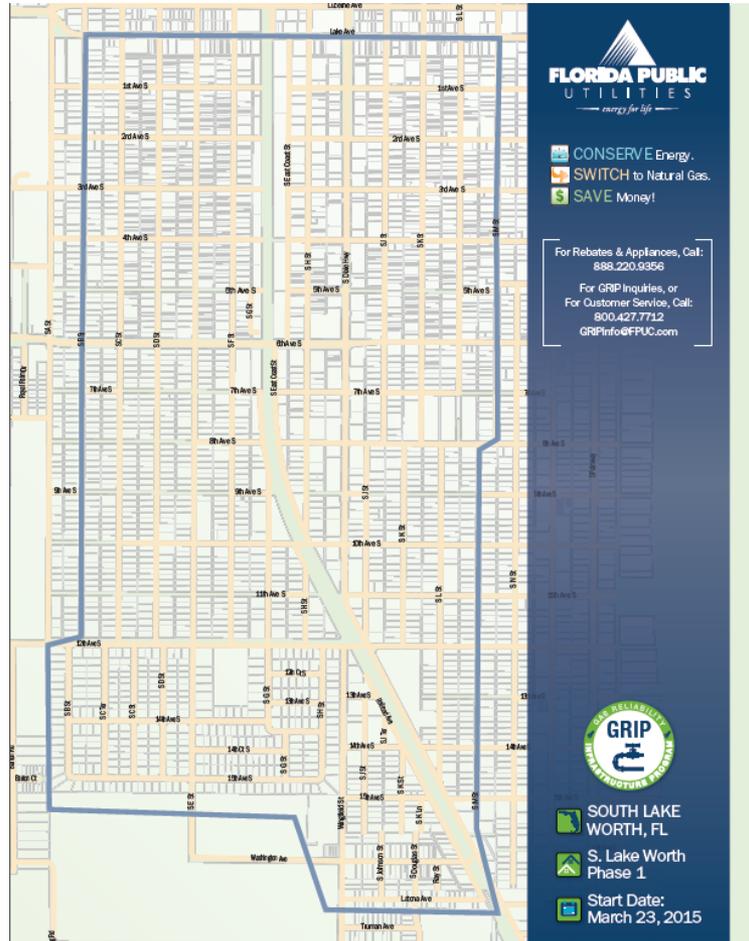


Restoration

- Sidewalks may need to be cut, but be assured they will be repaired.
- Temporary asphalt patches in concrete sidewalks and driveways will be final restored as soon as possible.
- Sod replacement may be required.
- Contractors will work hard to maintain safe and clean environments.



Website Work Area Map



Questions & Comments





CITY OF LAKE WORTH

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

AGENDA DATE: May 19, 2015, Regular Meeting

DEPARTMENT: Finance Department

EXECUTIVE BRIEF

TITLE:

Resolution No. 22-2015 Fiscal Year 2015 Resolution No. 22-2015 - 4th amendment to the City's Fiscal Year 2015 budget

SUMMARY:

This Resolution amends the City of Lake Worth Fiscal Year (FY) 2014-15 budget by appropriating existing fund balances from Tree Beautification, Self-Insurance, Regional Sewer, Refuse, and General Funds to meet unforeseen operational expenditures.

BACKGROUND AND JUSTIFICATION:

On September 23, 2014 the City Commission adopted the FY 2014-15 budget which contained projections for all expenditures. The budget did not anticipate the following expenditures:

1) Tree Beautification Fund:

These funds will be used to purchase a gumbo limbo tree that was cut/removed in the agricultural center by mistake. The cost to transport and replant the tree is approximately \$ 4,025.00 and is covered by donations.

2) Self-Insurance Fund:

This request for \$175,000 will be used to satisfy the Pineapple Ridge settlement, and will be funded from the Self Insurance Fund.

3) Regional Sewer Fund:

This amendment will be used to provide refunds to the fund's participating members. For FY-2013-14 the fund received \$5.5 million from the participating members for business operations. The final "true" up cost for the same FY was \$4.3 million which resulted in an overpayment of \$1,202,601.

4) Refuse Fund:

This request will be used to pay the FY 2014-15 Solid Waste Authority annual assessment of \$165,188.91. Due to a processing error this amount was excluded for the FY 2014-15 budget.

5) R & R Fund:

The 6th Avenue South Sewer Line is under a heavily traveled road and the project is being accelerated for lining due to noticeable sinkholes from the movement of excessive traffic. Staff recommend accelerating this project so as to reinforce the structural integrity of the sewer lines and prevent unwanted damages. This project has been approved by the Sub Regional Member Board and will be paid from the R & R Fund net assets in the amount of \$300,000.

6) General Fund:

Training expense shortfall related to Legislative Budget in the amount of \$2,000.

MOTION:

I move to approve/disapprove Resolution No. 22-2015 to amend the Fiscal Year 2014-15 budget.

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:
See Statistical schedule below.

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

1

Fund / Account #	Description	Project #	Increase Revenues	Increase Expenditures	Group #
Tree Beautification Fund					
190-0000-572-00-00	Use of Fund Balance	N/A	4,025		
190-5040-572-52-70	Tree / Landscaping	N/A		4,025	

2

Self-Insurance Fund					
520-0000-395-00-00	Use of Fund Balance	N/A	175,000		
520-1331-513-31-10	Professional Services / Legal	N/A		175,000	

3

Regional Sewer Fund					
405-0000-395-00-00	Use of Fund Balance	N/A	1,202,601		
405-9010-535-98-20	Year-End True-Up	N/A		1,202,601	

4

Refuse Fund					
410-0000-395-00-00	Use of Fund Balance	N/A	165,189		
410-5081-534-43-40	Refuse/ Waste Disposal	N/A		165,189	

5

R & R Fund					
406-0000-395-00-00	Use of Fund Balance	N/A	300,000		
406-7490-535-62-20	R&R Infrastructure	N/A		300,000	

6

City Commission					
001-0000-395-00-00	Use of Fund Balance	N/A	2,000		
001-1010-511-40-10	Training & Registration	N/A		2,000	

C. Department Fiscal Review: NH

1
2
3 RESOLUTION NO. 22-2015, A GENERAL APPROPRIATION RESOLUTION OF
4 THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE
5 OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS
6 AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY
7 OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS
8 FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR
9 BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; AND
10 PROVIDING FOR AN EFFECTIVE DATE.

11
12 WHEREAS, the City of Lake Worth, Florida (the "City") previously adopted
13 the FY 2015 Annual Operating Budget pursuant to Resolution 45-2014 on
14 September 23, 2014; and amended via Resolution 64-2014, 66-2014, 01-2015, and

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

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

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

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

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

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

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

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

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

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

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

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

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

- 58
- 59 Mayor Pam Triolo
- 60 Vice Mayor Scott Maxwell
- 61 Commissioner Christopher McVoy
- 62 Commissioner Andy Amoroso
- 63 Commissioner Ryan Maier
- 64

65 Mayor Pam Triolo thereupon declared this Resolution duly passed and
66 adopted on the 19th day of May, 2015.

67
68
69 LAKE WORTH CITY COMMISSION

70
71
72
73 By: _____
74 Pam Triolo, Mayor

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

80

EXHIBIT A

1

Beautification Fund					
Account Number (s)	Account Description (s)	FY 2015 Budget	Current Balance	Agenda Expenses	Remaining Balance
190-0000-572-00-00	Beautification Fund	8,202	8,202	-4,025	4,177

2

Self Insurance Fund					
Account Number (s)	Account Description (s)	FY 2015 Budget	Current Balance	Agenda Expenses	Remaining Balance
520-0000-395-00-00	Self-Insurance Fund	5,168,918	5,168,918	-175,000	4,993,918

3

Regional Sewer Fund					
Account Number (s)	Account Description (s)	FY 2014 FYE Fund Balance	Current Balance	Agenda Expenses	Remaining Balance
405-0000-395-00-00	Regional Sewer Fund. Cash Balance 9/30/14	18,307,390	18,307,390	-1,202,601	17,104,789

4

Refuse Fund					
Account Number (s)	Account Description (s)	FY 2015 Budget	Current Balance	Agenda Expenses	Remaining Balance
410-0000-395-00-00	Refuse Fund Balance	3,196,260	3,196,260	-165,189	3,031.07

5

R & R Fund (Repairs/Replacement)					
Account Number (s)	Account Description (s)	FY 2015 Budget	Current Balance	Agenda Expenses	Remaining Balance
406-0000-395-00-00	R&R Fund Balance	1,510,181	1,510,181	-300,000	1,210,181

6

General Fund					
Account Number (s)	Account Description (s)	FY 2015 Budget	Current Balance	Agenda Expenses	Remaining Balance

81

001-0000-395-00-00	Other Source/Use of Fund Balance	3,489,272	3,429,272	-2,000	3,427,272
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82



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AGENDA DATE: May 19, 2015, Regular Meeting

DEPARTMENT: Public Services

EXECUTIVE BRIEF

TITLE:

Landscape Maintenance Agreement with Lake Worth Village, LLC

SUMMARY:

The Agreement provides for Lake Worth Village, LLC to maintain the western portion of the adjacent right of way's landscaping on the northwest corner of Lake Worth Road and Boutwell Road.

BACKGROUND AND JUSTIFICATION:

AHS Development Group is developing a new 216 unit multi-family complex ("The Villages at Lake Worth") at the northwest corner of Lake Worth Road and Boutwell Road. The owner of the property is Lake Worth Village, LLC (a subsidiary of AHS Development Group). The Planning and Zoning Board approved the proposed site plan with conditions. Condition of Approval #27 requires AHS Development Group to enter a landscape maintenance agreement with the City to maintain the landscaping within the right of way on the west side of Boutwell Road between Lake Worth Road and 2nd Ave North.

The proposed agreement requires Lake Worth Village, LLC to be responsible for all mowing, irrigation, edging, weeding, trimming, and litter removal within the designated right of way area. Lake Worth Village, LLC is authorized to install additional landscaping within the right of way area (subject to the City's prior approval). The managing member of AHS Development Group has signed the agreement on behalf of Lake Worth Village, LLC.

Previously, the City maintained the right of way pursuant to an Interlocal Agreement with Palm Beach County. Since the City has now acquired Boutwell Road, the Interlocal Agreement is no longer in effect.

MOTION:

I move to approve / disapprove the landscape maintenance agreement with Lake Worth Village, LLC.

ATTACHMENT(S):

Fiscal Impact Analysis – Not applicable

Agreement with Lake Worth Village, LLC

Exhibit A – Map

Planning and Zoning Board - Conditions of Approval

RETURN:

City of Lake Worth
7 North Dixie Hwy
Lake Worth, FL 33460

LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this day of May, 2015 by and between the City of Lake Worth, Florida ("City") and LAKE WORTH VILLAGE, LLC ("Owner").

WITNESSETH:

WHEREAS, the City has installed landscaping in its right-of-way, adjacent to Boutwell Road, as shown on Exhibit "A" attached hereto and incorporated herein; and,

WHEREAS, Owner wishes to assume maintenance responsibilities of the landscaping and irrigation in the right-of-way area; and,

WHEREAS, this Agreement shall in no way be deemed an actual, constructive or any other type of abandonment by the City of the public right-of-way of Boutwell Road; and,

WHEREAS, the City reserves the right at any time to utilize the right-of-way for right-of-way purposes; and,

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Parties hereby represent and warrant that the above recitals are accurate and correct and hereby incorporate them in this Agreement.
2. The Owner shall perform all conditions as required by the City in conjunction with its Code of Ordinances and this Agreement regarding the maintenance of the landscaping.

3. The Owner is allowed to install additional landscaping and irrigation in the right-of-way, after first obtaining written approval from the City. If approval is granted the Owner shall be responsible for purchasing and installing the additional plant, tree, hedge or grass material or any other material as approved. Owner shall further be responsible for obtaining all permits and approvals from all applicable governmental agencies for such installation.

4. The Owner hereby agrees to maintain the plantings in the right-of-way in accordance with the City's Code of Ordinances and the terms and conditions of this Agreement. The Owner shall be responsible to maintain, which means the proper watering and proper fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper height; to properly prune all plants which includes (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below Code standards. All plants removed for whatever reason shall be replaced by plants of the same grade, not necessarily the same plant but of acceptable quality to the City and the Owner, and of a size comparable to those existing at the time of replacement. To maintain also means to keep litter removed from the landscaped areas in the right-of-way. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

5. If at any time after the execution of this Agreement by the Owner, it shall come to the attention of the City that the landscaping is not properly maintained pursuant to the terms and conditions of this Agreement then the City may at its option issue a written notice that a deficiency or deficiencies exist, by sending a certified letter to the Owner. Thereafter, the Owner shall have a period of thirty calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the City may at its option, proceed as follows:

(a) Maintain the landscaping or part thereof, and invoice the Owner for expenses incurred.

(b) Cite the Owner for failure to comply with the City's Ordinances.

6. If for any reason the City decides that it needs the right-of-way of Boutwell Road or for any other public purpose this Agreement shall terminate, and the Owner shall be required to comply with the City's current Code of Ordinances regarding landscape requirements. Owner shall remove all landscaping, that it installed, from the right-of-way within 20 days of such notification, if so requested by the City. If the Owner fails to remove the landscaping that it installed within the 20 day period, the City may remove the landscaping and dispose of it in any manner as determined by the City in its sole and absolute discretion.

7. Owner, in consideration of the mutual covenants set forth herein, agrees to defend, indemnify, and hold harmless the City, its agents, officers, employees and servants from any and all claims, suits, causes of action or any claim whatsoever made, and damages, which may result from the installation or maintenance of the landscaping in the public right-of-way. Owner further agrees to hold the City, its agents, officers, employees and servants harmless for any damage to the improvements Owner places within the public right-of-way. It is understood that any cost for replacement of landscaping or repairs to the improvements shall be the Owner's responsibility, and the City will not be held liable for any damage as a part of the maintenance or construction within the said public right-of-way.

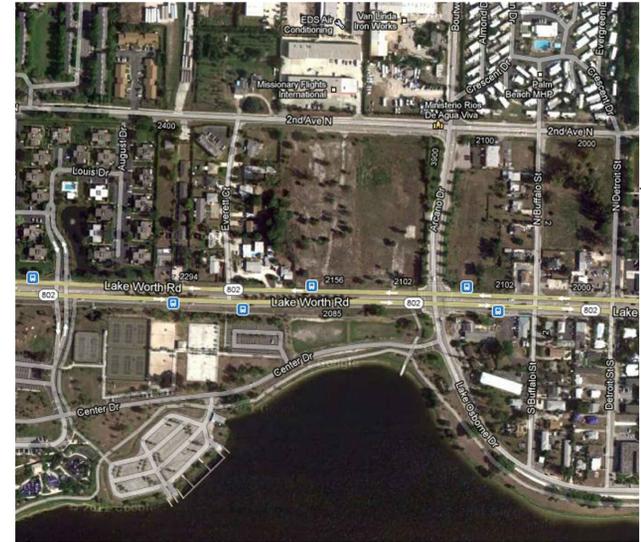
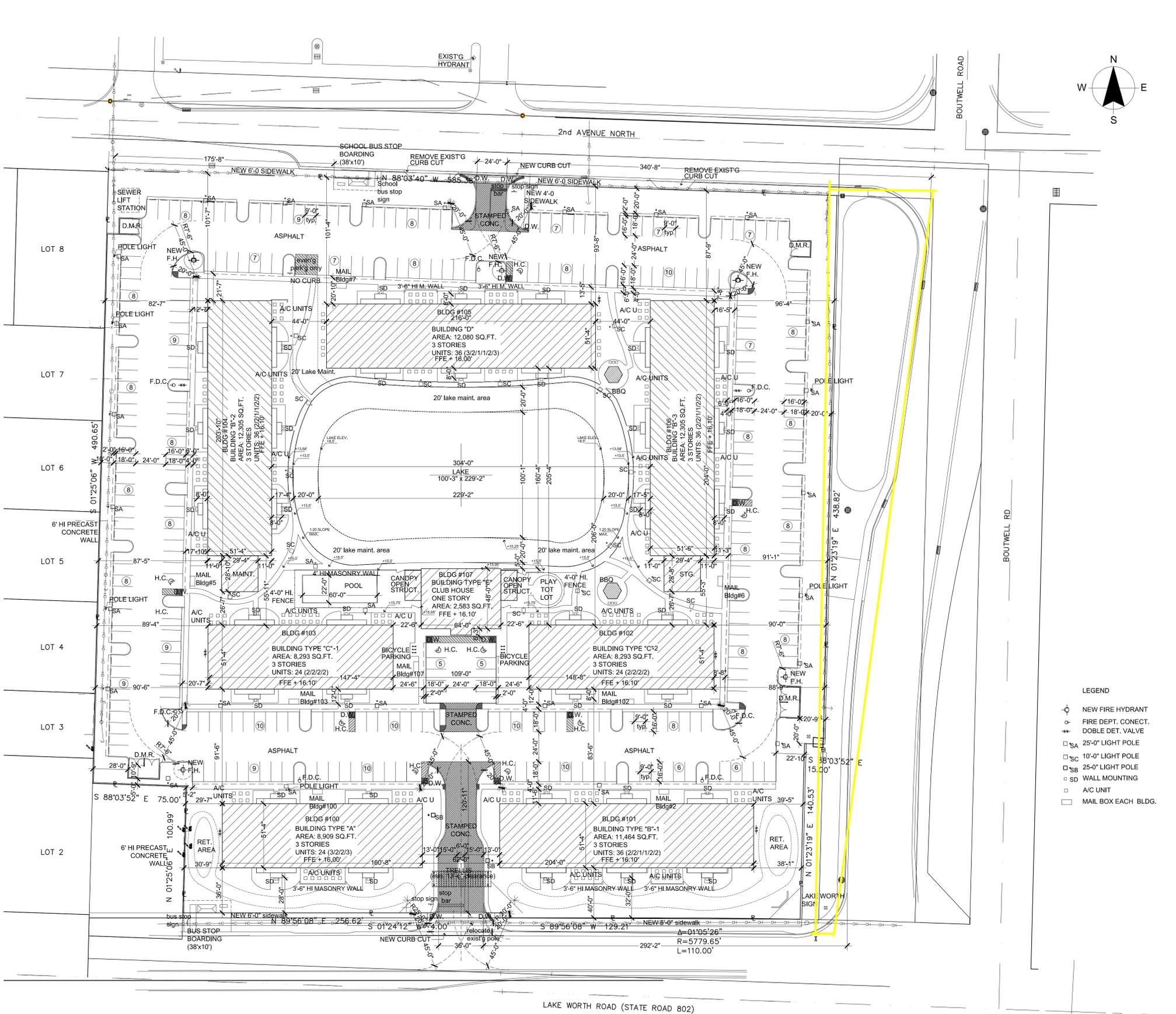
8. This Agreement shall constitute the entire Agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this Agreement, which alone fully and completely expresses their understanding.

9. This Agreement may not be assigned or transferred by the Owner, in whole or part without the written consent of the City.

10. This Agreement shall be binding on the Parties, their respective heirs, successors, legal representatives, and permitted assigns and shall be recorded in the Public Records of Palm Beach County and shall run with the land.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Palm Beach County.

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



2 LOCATION MAP
SP-1 SCALE: N.T.S.

PROPERTY DESCRIPTION
THE WEST 254 FEET OF TRACT 116, LESS THE EAST 15 FEET OF THE SOUTH 191.8 FEET, MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 79, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

EXCLUDING: THE NORTH 25.00 FEET OF TRACT 116, "MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 79, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF TRACT 115, MODEL LAND COMPANIES SUBDIVISION, SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, LESS THE WEST 75 FEET OF THE SOUTH 140 FEET THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACT 115, MODEL LAND COMPANY'S SUBDIVISION, SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 5, PAGE 79 EXCEPTING SO MUCH AS IS NOW FOR PUBLIC ROADS. ALL OF THAT PART OF DRY LAND BED LYING BETWEEN LOT 115 AND SOUTH LINE OF SECTION 20, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT A POINT WHERE THE EAST LINE OF LOT 115, PRODUCED SOUTH INTERSECTS SOUTH LINE OF SECTION 20; THENCE WESTERLY ALONG SOUTH LINE OF SECTION 20 TO A POINT WHERE WEST LINE OF LOT 115 PRODUCED TO SOUTHWEST CORNER OF LOT 115; THENCE SOUTHEASTERLY ALONG SOUTH LINE OF LOT 115 TO SOUTHEAST CORNER OF SAME; THENCE SOUTHERLY ALONG EAST LINE OF LOT 115 PRODUCED TO POINT OF BEGINNING, EXCEPTING THEREFROM SO MUCH AS IS NOW COVERED BY PUBLIC RECORDS, LESS THE FOLLOWING; A TRACT OF LAND 75 FEET BY 140 FEET; BEGINNING AT A POINT WHERE THE WEST BOUNDARY OF TRACT 115 PROJECTED SOUTHERLY WOULD INTERSECT STATE ROAD 174; THENCE RUNNING NORTHERLY 140 FEET; THENCE EAST 75 FEET; THENCE SOUTH 140 FEET; THENCE WEST 75 FEET TO THE POINT OF BEGINNING.

ZONING: MF-40 + RPD (RESIDENTIAL / PLANNED DEVELOPMENT)
SITE: 7.647 ACRES 333,095 SQ. FT.

SITE STATISTICS:

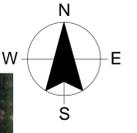
COVERAGE	AREA	PERCENTAGE
BUILDINGS	76,510 SQ.FT.	23%
PARKING & DRIVES	97,865 SQ.FT.	29%
WALKS & PATIOS	23,230 SQ.FT.	7%
LANDSCAPE & LAKE	135,490 SQ.FT.	41%
TOTAL	333,095 SQ.FT.	100%

IMPERVIOUS AREA: 197,605 SQ.FT. 59%
PERVIOUS+LAKE AREA: 135,490 SQ.FT. 41%
(PERVIOUS AREA:111,489 SQ.FT., LAKE:24,001 SQ.FT.)

FLOOR AREA RATIO(F.A.R.) = 220,444 / 333,095 = 0.68

NUMBER OF RESIDENTIAL UNITS: 216 28.25 UNITS PER ACRE

- LEGEND**
- NEW FIRE HYDRANT
 - FIRE DEPT. CONNECT.
 - DOBLE DET. VALVE
 - SA 25'-0" LIGHT POLE
 - SC 10'-0" LIGHT POLE
 - SB 25'-0" LIGHT POLE
 - SD WALL MOUNTING
 - A/C UNIT
 - MAIL BOX EACH BLDG.



TRACTS 115 & 116

REVISIONS:

NO.	DESCRIPTION

SOUTHEAST ARCHITECTS SERVICES, INC.
4316 WEST BROWARD BLVD. Ste. 3 # Plantation, FL 33317
(954) 797-2821 - FAX (954) 797-2847
LIC. # AA-C001853

"THE VILLAGE" at LAKE WORTH
2220 LAKE WORTH ROAD
LAKE WORTH, FL 33461

DRAWN:	L.B.
DATE:	3-4-13
PROJECT NUMBER:	2-13
SHEET NUMBER:	

SP-1
1 OF 4



Department for Community Sustainability
Planning, Zoning, & Historic Preservation Division
1900 2nd Ave North · Lake Worth, Florida 33461 · Phone: 561-586-1687

July 8, 2013

Mr. Ernesto Lopes
President & CEO
AHS Development Group
12895 SW 132nd Street, Suite 202
Miami, FL 33186

RE: PZB Project Number 13-0100001

Dear Mr. Lopes:

At their regular meeting on Wednesday, May 1, 2013, the Planning and Zoning Board (Board) considered your request for Site Plan approval for a 216 unit multi-family development at the subject site located at 2222 2nd Avenue N and 2220 Lake Worth Road (PCN 38-43-44-20-01-115-0010 and PCN 38-43-44-20-01-116-0010) respectively. The Board voted 5-0 to approve the site plan, subject to approval of the Major Amendment to the Residential Planned Development. The City Commission approved the Major Amendment to the Residential Planned Development on second reading of the ordinance at their meeting on June 18, 2013.

The site plan approval shall be subject to the Conditions of Approval included as Attachment "A". The site plan approval also included the approval of the incorporation of additional height and a third story pursuant to the provision of the Community Benefits identified in Exhibit "A" of the attached Conditions of Approval.

No changes shall be made to the information on this approved application that could in any way constitute a change in the aesthetic character of the project without approval of staff or the Planning & Zoning Board.

In accord with Section 23.20.01.12 of the Lake Worth Zoning Code, Site Plan approval granted by the Board, which authorizes construction, shall be null and void eighteen months after it has been granted unless construction has commenced and is progressing within eighteen months from the Board approval date. Please note, to request an extension, the request must occur prior to the expiration date of the approval.

If you have any questions or need additional information please call me at (561) 586-1673.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sergio Madera".

Sergio Madera, Community Planner

Attachment (1): Conditions of Approval



Department for Community Sustainability
Planning, Zoning, & Historic Preservation Division
1900 2nd Ave North · Lake Worth, Florida 33461 · Phone: 561-586-1687

CONDITIONS OF APPROVAL
PZ&B CASE No. 13-0100001

1. This approval is for the following:
 - **Additional height and third story** above the 30'/2 stories allowed by-right, pursuant to the Community Benefits provision within the City's adopted Comprehensive Plan.
 - **Site Plan** for a 216 unit apartment complex on a 7.65 acre site located at the northwest corner of northwest corner of Lake Worth Road & Boutwell Road in the MF-40/RPD District.
2. Approval of the Site Plan, as proposed, is contingent on the City Commission adopting the RPD Ordinance for the Village at Lake Worth Project.
3. Unless construction has commenced pursuant to a building permit, or a time extension is granted in accordance with the Municipal Code, the **Site Plan** approval shall expire **eighteen (18) months** from Planning & Zoning Board Approval.
4. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code, The Village at Lake Worth RPD Ordinance, and all other applicable Codes including but not limited to the Florida Building Code.
5. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied.
6. In the event of a legal challenge to this approval by a third party, the applicant shall be responsible for all reasonable costs to defend the action of the city in approving any and all permits related to this application. Should the applicant fail to enter into an agreement fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.
7. All plans submitted to the City shall reflect all Planning & Zoning Board's approvals and any other changes required by the Board and/or staff. This condition applies to site plans, landscape plans, elevations, grading, and all other illustrations, text, or plans submitted to the City in connection with the project.

Public Services:

8. Disturbed right of way caused by construction activity to be restored by applicant per applicable City standards.

9. Work performed in the right of way will require a bond, cashier's check, letter of credit from an accredited banking institution issued to the City and returned upon successful project completion.
10. An approved MOT plan to be submitted to the City prior to the start of construction activity.
11. A SWPPP plan must be submitted and approved prior to the start of construction activity. Pre-inspection of all erosion control devices will be mandatory prior to construction start.

Water and Sewer Utilities:

12. Site Plan must comply with all fire department requirements prior to approval.
13. Final Paving, Grading and Drainage Plans to be submitted. Plans shall include as a minimum: all drainage structure rim and invert elevation data, all yard drain rim and invert elevation data, typical cross sections, flow direction arrows, all required details, NPDES SWPPP, and proposed grades in green areas.

Planning:

14. All lighting within the project area shall be a shoe box-type design that directs the light beam downward and not outward. All building mounted lighting shall contain shields that prevent light and glare from projecting outward.
15. A security lighting plan shall be prepared, subject to review and approval by the Department for Community Sustainability, prior to issuance of building permits. Outdoor lighting shall maintain a minimum of 0.5 foot candle of illumination for all parking and pedestrian areas. In addition, the plan must include details such as beam spreads and/or photometric calculations, location and type of fixtures, exterior colors, details on the foundation, and arrangement of exterior lighting that does not create glare or hazardous interference to adjacent streets or properties. The illumination along all property lines of the project site shall not exceed 1.0 foot candle.
23. The Landscape and Irrigation Plans shall be approved by the Public Services Department and Department for Community Sustainability, prior to the issuance of building permits. Submit the Landscape and Irrigation Plans with each set of construction plans directly to the Building Division of the Department for Community Sustainability for review and approval.

24. Prior to occupancy all landscaping and irrigation shown on the approved landscape and irrigation plans shall be installed. Provide the Building Division with a Certificate of Substantial Completion from the certified professional that prepared the approved landscape and irrigation plans.
25. All of the Community Benefits listed in Exhibit "A" shall be incorporated into the project prior to the issuance of a Certificate of Occupancy for the project. It is the responsibility of the applicant to ensure that all subsequent approvals and/or permits are obtained if required for the installation or application of any of the listed Community Benefits. Provide the Planning, Zoning, and Historic Preservation Division with a Certificate of Substantial Completion from the professional of record for the project that all the required Community Benefits have been included in the project prior to requesting the Certificate of Occupancy.
26. All of the Community Benefits listed in Exhibit "A" shall be retained and maintained indefinitely. No component of the Community Benefits amenities shall be removed or allowed to deteriorate to a level that they become inoperable or no longer meet the intent of the Community Benefits program.
27. Prior to the issuance of a certificate of occupancy for the first building, the applicant shall enter into a maintenance agreement with the City of Lake Worth for the maintenance of the landscaping in the Boutwell Road right of way on the west side of Boutwell Road between 2nd Avenue N. and Lake Worth Road.
28. An area shall be reserved at the southeast corner of the project site for a City of Lake Worth/ Lake Worth Park of Commerce monument sign. The applicant shall deposit \$10,000 into a trust account for the construction of the sign to be available when the City is prepared to have the sign constructed.
29. An easement shall be granted to Palm Trans for the proposed bus shelter and bike rack at the southwest corner of the project site prior to the issuance of a certificate of occupancy for the first building.
30. The applicant shall provide a certified copy of a recorded of a Unity of Title prior to the issuance of a building permit for the first building.

Exhibit "A"

Category	Community Benefit Provided	\$ Value	Notes
Higher Quality or Additional Open Space beyond the requirements of the Municipal Code	Tot lot play area and canopy	\$65,000	This is an amenity that is not required by the municipal code for multi-family residential projects
Higher Quality or Additional Open Space beyond the requirements of the Municipal Code	Barbeque areas with canopies	\$40,000	This is an amenity that is not required by the municipal code for multi-family residential projects
Higher Quality or Additional landscaping beyond the requirements of the Municipal Code	Landscaping exceeding current zoning code requirements	\$70,000	Applicant proposing landscape buffers that are twice as wide as that required by the zoning code around the entire perimeter of the project site
Higher Quality or Additional Open Space beyond the requirements of the Municipal Code	Walking path around lake	\$25,000	A five foot concrete walking path is being provided around the entire perimeter of the on-site lake
Higher Quality or Additional landscaping beyond the requirements of the Municipal Code	Precast Concrete Wall	\$60,000	A six foot high precast concrete wall is being provided between the project site and the existing residences along the western perimeter of the project site. This will provide privacy and sound attenuation for both the proposed development and the existing residences
Public Amenity	Bus Stop Pavilion with bike racks on Lake Worth Road	\$45,000	Provides a public amenity for use by both residents of the apartment community and the public at large
Public Amenity	School Bus Stop	\$25,000	Provides a public amenity for use by both residents of the apartment community and the public at large
Higher Quality or additional landscaping beyond the requirements of the Municipal Code	Entrance feature off Lake Worth Road	\$50,000	Entry feature is being categorized as an extension of the landscaping for the purpose of calculating the community benefit value. This is an amenity that is not required by the municipal code for multi-family residential projects but contributes to a higher quality design for the project
Public Amenity	City of Lake Worth monument sign at the corner of Lake Worth Road and Boutwell Road	\$10,000	Will provide an entry feature identifying entrance into the Park of Commerce

Category	Community Benefit Provided	\$ Value	Notes
Public Amenity/ Higher Quality or additional landscaping beyond the requirements of the Municipal Code	Improve and maintain landscape within the Boutwell Road right of way through out the ownership of the project	\$135,000	The applicant has proposed to improve/enhance the existing landscaping within the Boutwell Road right of way adjacent to their eastern perimeter and to maintain the area for a period of fifteen (15) years. The value was calculated by multiplying the expected monthly maintenance and cost over a 15 year period. This can be considered a public amenity as there will be a realized savings from the applicant maintaining this portion of right of way over a fifteen (15) year period.
Total value of Community Benefits provided		<u>\$525,000</u>	Sum of values of community benefits, as provided by applicant, staff has determined are applicable
Community Benefits Requirement Calculation			
Community Benefit Requirement = Area of 3rd Floor (gross floor area)	65,860 square feet x \$5.00/square foot	<u>\$329,300</u>	Because project is residential in nature the per unit cost of the community benefit requirement could be broken down by dividing the overall community benefit dollar requirement by the number of units proposed for the 3 rd floor = \$329,300/72 units = <u>\$4,573.61/unit</u>
Excess value of community benefit provided by project		\$525,000 - <u>\$329,300</u> = <u>\$195,700</u>	The \$195,700 value represents the value of community benefits being incorporated into the project in excess of that required to satisfy the requirement.



CITY OF LAKE WORTH

301 College Street · Lake Worth, Florida 33460 · Phone: 561-586-1710

AGENDA DATE: May 19, 2015 Regular Meeting

DEPARTMENT: Water/Sewer Utilities

EXECUTIVE BRIEF

TITLE:

Task Order No. 3 with URS Corporation, a Division of AECOM, for engineering design, permitting, bid phase and construction phase services for the 11th Avenue South Watermain project

SUMMARY:

The Task Order authorizes URS Corporation to complete engineering design, permitting, bid phase and construction phase services for the 11th Avenue South Watermain project for a price not to exceed \$40,964.

BACKGROUND AND JUSTIFICATION:

The 11th Avenue South corridor from South A Street to South H Street is currently being served by 2 inch steel watermain that run North-South in the alleys. There are currently no fire hydrants in the area, and there is not an existing watermain on 11th Avenue South. This project will improve water service pressure, and add fire protection coverage to the surrounding community.

This project will consist of the installation of a new 2,200 linear foot 12” Ductile Iron watermain along 11th Avenue South starting in the alley between South A Street and South B Street, and extending to South H Street. Fire hydrants will be installed as well. The project will be in coordination with the Public Services Department’s CDBG funded 11th Avenue South Greenway project.

URS Corporation was the Engineering Consulting firm selected by the City of Lake Worth as the number three ranked firm for a continuing services contract, per **RFQ 12-13-302**, through the Consultant’s Competitive Negotiation Act (Florida State Statutes 287.055) procurement process.

Under this Task Order, they have been selected to perform engineering design, permitting, bid phase and construction phase services for the 11th Avenue South Watermain project by the Lake Worth Water Utilities Department.

This project was initially budgeted for completion with the Roadway and Utilities Masterplan in FY 2020 and is being accelerated for completion in FY 2015 due to the time constraints of the CDBG funding for the Greenways portion. The total budget for the 11th Avenue South Watermain project is \$330,000, including design and construction. This project will be funded using the remaining budget balance of the 10th Avenue South Watermain project, which is now complete.

MOTION:

I move to approve/disapprove Task Order no. 3 URS Corporation, a Division of AECOM, for engineering design, permitting, bid phase and construction phase services for the 11th Avenue South Water Main project for a price not to exceed \$40,964; and a \$330,000 budget balance transfer from the 10th Avenue South Watermain project.

Attachments

- 1) Fiscal Analysis
- 2) URS Corporation Task Order 3 Proposal – 11th Avenue South Water Main
- 3) Capital Improvement Program

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	40,964	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-Kind Match	0	0	0	0	0
Net Fiscal Impact	40,964	0	\$0	\$0	\$0

No. of Additional Full-Time Employees	0	0	0	0	0
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B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the FY2015 Water Distribution Capital budget from account 402-7034-533.63-60. The funds will be transferred from project #WT1407 to MP0601 in the same account. This account provides funding for all watermain improvement projects. This project will be funded using the remaining balance of the 10th Avenue South Watermain project, which is now complete. The remaining budget balance will be used for the construction of this project later this year.

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2015 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7034-533.63-60	Water Distribution Capital	MP-0601	\$0	\$330,000	\$330,000	-\$40,964	\$289,036

C. Fiscal Review:

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



CITY OF LAKE WORTH
Scope of Services – 11th Avenue South Water Main
Standard Professional Consulting Services Agreement between
City of Lake Worth and URS Corporation a division of AECOM dated July 1, 2014
Awarded per RFQ 12-13-302
Task Order - 03

1.0 BACKGROUND

Terms and conditions of the professional services included in this proposal are to be in accordance with the provisions of our Master Services Agreement (Standard Professional Consulting Services Agreement Between the City of Lake Worth and URS Corporation a division of AECOM (URS)(CONSULTANT) dated July 1, 2014, awarded per RFQ 12-13-312), URS is pleased to provide this proposal to continue to assist the City of Lake Worth.

2.0 PURPOSE

The City of Lake Worth (CITY) has chosen to retain URS to provide engineering services for the design of a new 12” water main to be located within the unpaved right-of-way of the 11th Avenue S. to provide increased water pressure and fire protection to the community surround the proposed water main extension. The project will be in coordination with the City’s 11th Avenue South Greenway Project.

3.0 SITE INFORMATION

The project limits for the proposed 12” water main installation within the 11th Avenue South right-of-way, will begin at the alley located between South “A” Street and South “B” Street and extend approximately 2,200 LF East to the intersection of 11th Avenue South and South “H” Street.

4.0 SCOPE OF SERVICES

The specific scope of services to be provided by CONSULTANT includes the following:

Task 1 – Data Collection - Topographical Survey and Utility Location

Task 1.1 Topographical Survey

URS will utilize sub-consultant services to prepare a Topographic Survey of the project limits for design purposes. The topographic survey will meet the applicable surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida as defined under Chapter 5J-17.050 through 5J-17.52 of the Florida Administrative Code. The survey will include the recovery of sufficient property boundary monumentation for the establishment of the existing rights-of-way and the establishment of a Survey Control Baseline, the location of aboveground visible improvements (i.e., pavement, slabs, fences, and utility features, including rims, inverts and pipe sizes for all sanitary gravity lines and storm water structures unless they are obstructed or filled with water and/or debris, all trees 3” diameter or larger at breast height) within the right-of-way. The survey will be prepared in AutoCAD Version 2010 or higher drawing file format. Cross-section elevations will be taken for each section of roadway to be

impacted and at major ground elevation changes to depict the existing ground profile at the project area along the route. The elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey Benchmarks within this area.

- **Deliverables** – Survey Map/Drawing Preparation
 - 1.1.1. Three (3) signed and sealed sets of survey drawings maps
 - 1.1.2. All AutoCAD drawing electronic files.
 - 1.1.3. Survey Report (including electronic file).
 - 1.1.4. Digital file with secondary control data included.

Task 1.2 Utility Locate and Test Hole

URS will utilize sub-consultant services to perform vacuum excavation to verify and document the location and elevation of existing utilities at up to 5 locations of possible conflicts with the proposed water main. Sub-Consultant will notify Sunshine One-Call 48 hours in advance of excavation. Sub-Consultant will vacuum excavate on existing marks by responding facility members to the Sunshine State One Call of Florida system. The one call marks are at a minimum limited to an accuracy of +/- 4' horizontally allowing for a potentially significant amount of error in the locations. To help insure the test hole is performed over the facility, Sub-Consultant will remark the conductive utilities by inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar.

- **Deliverables** – Utility Location /Data Files
 - 1.1.5. All AutoCAD drawing electronic files.
 - 1.1.6. Survey Report (including electronic file).
 - 1.1.7. Digital file with secondary control data included

Task 2 – Construction Documents

Coordinate with franchised utility agencies (electric cable TV, telephone, natural gas, fiber optics, etc.) to obtain record or as-built information. This information will be utilized in determining locations for new watermain, sanitary and storm sewer.

URS will prepare Engineering Plans for the proposed improvements within the project limits including approximately 2,200 LF of 12" Water Main installation, new fire hydrant installation, and roadway, sidewalk and curb patch. CONSULTANT will prepare plans and submit them to the City at the following design milestones – 30%, 60%, 90% and FINAL. An engineer's opinion of probable construction cost will be submitted at each milestone, refining the details as the project progresses. One (1) set of full size drawings (24" x 36") and four (4) sets of half size drawings (11"x17") will be submitted for review by City staff. In addition 4 copies of the project manual will be provided at 90% and FINAL submittals (line item only for 30% and 60% submittals). One electronic copy on CD will also be provided with each phase submittal. One meeting will be held with City staff within one week after drawings and specifications

have been submitted to receive and discuss comments. Internal Quality Control will be supplied by the CONSULTANT for all submittals of design documents

The preparation of design documents shall consist of construction drawings and technical specifications. Construction Drawings, meeting the applicable design standards and regulatory requirements are to include, but are not limited to, the following:

<u>SHEET</u>	<u>SHEET TITLE</u>
C001	Cover Sheet
C002	General Notes, Legend, Abbreviations
C003	General Notes (Continuation)
C004	Key Plan
C005	Plan & Profile 11 TH Ave. S. (0+00 to 5+00)
C006	Plan & Profile 11 TH Ave. S. (5+00 to 10+00)
C007	Plan & Profile 11 TH Ave. S. (10+00 to 15+00)
C008	Plan & Profile 11 TH Ave. S. (15+00 to 20+00)
C009	Plan & Profile 11 TH Ave. S. (20+00 to 25+00)
C010	Water Distribution Details
C011	Water Distribution Details
C012	Paving, Sidewalk, and Curbing Details

Technical Specifications are to be prepared for bidding purposes and will be submitted to the CITY with the Construction Drawings to constitute the Construction Documents. The 30% and 60% submittal of the technical specifications will be submitted in Index form only. Full specifications will be submitted at the 90% and FINAL stages.

Contract Documents will use the CITY's existing "Front End" conditions modified by the CITY as appropriate for this project. Division 1, 2 and 3 technical specifications will utilize industry standard specifications modified by CONSULTANT as appropriate for this project.

Deliverables:**2.1 30% Design Package**

- Report –(including, List of Proposed Technical Specifications, Cost Estimate) - 4 hard copies
- Plans – 1 full-size hard copies, 4 half-size hard copies
- (PDF) – electronic copies on CD
- Technical Review Meeting to address City comments

2.2 60% Design Package

- Report (including, List of Proposed Technical Specifications, Cost Estimate) - 4 hard copies
- Plans – 1 full-size hard copies, 4 half-size hard copies
- (PDF) – electronic copies on CD
- Technical Review Meeting to address City comments

2.3 90% Design Package

- Project Manual (including, Technical Specifications and Front End Documents) - 4 hard copies
- Cost Estimate) - 4 hard copies
- Plans – 1 full-size hard copies, 4 half-size hard copies
- (PDF & AutoCAD) – electronic copies on CD
- Technical Review Meeting to address City Comments

2.4 Final Design Package

- Project Manual (including, Technical Specifications and Front End Documents) - 4 hard copies
- Cost Estimate - 4 hard copies
- Plans – 2 full-size hard copies, 4 half-size hard copies
- CD-ROM (PDF & AutoCAD) – 4 electronic copies on CD

Task 3 – Prepare and Process Permit Applications

The CONSULTANT will meet with regulatory agencies to determine all potential design permitting requirements. The anticipated regulatory agencies include, but are not limited to:

- Palm Beach County Health Department

Permit applications will be completed and fees will be determined by the CONSULTANT. Permit application fees will be paid by the CITY.

The CONSULTANT may attend up to one (1) pre-application meeting with each regulatory agency and one (1) meeting with each agency during permit review. This task includes responses to up to two (2) requests for additional information from each regulatory agency for each project.

Deliverables:

- 3.2 Permit Application Package
- 3.3 Executed Palm Beach County Health Department General Permit

Task 4 – Bid Phase Services

Bid phase services to be performed by the CONSULTANT will be consistent with the CITY guidelines for standard procedures and functions for CONSULTANTS and procurement services. Specific services include the preparation of Design Document packages (Drawings and Project Manual) and submittal to CITY for advertisement and bidding purposes; drawings to be full size (24" x 36") format. CONSULTANT will attend a pre-bid conference with interested contractors and CITY staff. CONSULTANT shall respond to a maximum of twenty (20) Requests for Information (RFI) submitted to the CITY. Response will be made to the

CITY for distribution to all plan holders. Technical information for up to two (2) addenda is assumed in the budget for these services. CONSULTANT shall attend the bid opening, review bid packages received, provide the CITY assistance in preparation of the bid tabulation form, recommend award, and present to the city commission.

Additionally, the CONSULTANT shall assist the CITY in the review of the solicitation responses. This review shall include verification of the Bidder's References (i.e., other known and verifiable information that may be pertinent to the proposed contract award and ability of the bidder to perform the work according to the Contract Documents). The CONSULTANT shall submit to the City a written memorandum that summarizes the findings for each bidder.

The CONSULTANT shall not communicate with the contractors or the Selection Committee during the solicitation phase of the Project. All correspondence shall be directed in writing through the CITY. Upon selection of Contractor by the City, URS will issue a letter of notice of award to the selected Contractor.

Deliverables:

- 4.1 Solicitation Assistance
- 4.2 RFI Response Memorandum
- 4.3 Up to 2 Addenda (if necessary)
- 4.4 Bid Tabulation Form
- 4.5 Bid Award Recommendation Memorandum
- 4.6 Notice of Award Letter to Selected Bidder

Task 5 – Construction Phase Services

URS will provide Construction Administration Services for the duration of the construction period that include the following:

- Schedule and conduct a pre-construction conference with selected Contractor and CITY staff.
- Review of Shop Drawings and Product submittals for general conformance with the CITY's approved product list, design intent, and provisions of the Contract Documents. These services include the review of up to fifty (50) submittals. Any rejected shop drawing will only be reviewed once following revisions by the Contractor for compliance with the Construction Documents.
- Schedule and Conduct monthly progress meetings and the preparation of a written summary of issues discussed. Minutes of the meeting will be submitted to the CITY. Meetings to be held at the City of Lake Worth Utilities Department.

- Review of monthly payment applications submitted to the CITY by the Contractor. These services include review of the quantities represented in the payment application and recommendations for payment.
- Response, in writing, to up to fifty (50) Contractor RFI's per project regarding design documents. If the quantity of RFI's received is deemed excessive by both the CONSULTANT and the CITY, additional fees may be required on an hourly rate based on the agreed upon rates.
- Assistance to the CITY in preparation and negotiations for Change Orders (CO) and work directive changes.
- Daily site observation (50% utilization) by the CONSULTANT Construction Inspector and Weekly site visits by the CONSULTANT Project Manager during the term of construction.
- Certification to the regulatory agencies that the project was constructed in general conformance with the permitted plans.
- Project Close Out – including substantial completion and final completion project walkthrough and inspection. Review and Comment or acceptance of project record drawings. Request and review of sub-consultant and supplier Release of Lien. Request, compile and review project closeout documents.
- **Deliverables:**
 - 5.1 Conduct and Document Pre-construction Conference
 - 5.2 Shop Drawings and Product Submittal Review (up to 50)
 - 5.3 RFI Review and Responses (up to 50)
 - 5.4 Conduct and Document Monthly Progress Meetings
 - 5.5 Monthly Payment Application Review and Report
 - 5.6 Change Order and Work Directive Change Preparation
 - 5.7 Construction Inspection Performance
 - 5.8 Project Closeout Assistance & Documentation

5.0 REIMBURSABLE EXPENSES

Reimbursable expenses shall include printing, communication, copying, postage, photographic services, Federal Express, courier services and vehicle mileage. It is assumed that the CITY will directly compensate permit agencies for required permit fees.

6.0 ADDITIONAL SERVICES

Design services will be provided by the CONSULTANT for the complete design of the project as in accordance with the scope of work and task descriptions above. Services in addition to

those included in the full design of the projects can be performed as authorized in writing by the CITY if required or requested. Additional services include but are not limited to the following:

- Water or Wastewater Hydraulic Analysis Model Update.
- Traffic Engineering Studies, Plans, MOT, etc.
- Electrical design services.
- Construction stakeout.
- Legal descriptions and sketches.
- Plan changes requested by CITY after final approval of the Construction Drawings.
- Construction contract administration required in connection with contractor’s errors, retesting, or litigation.
- Environmental consulting services.
- Any services required in connection with threatened or endangered species.
- Services required by additional governmental regulations that might be put into effect after the date of this agreement.
- Any additional services requested by CITY.

7.0 SCHEDULE

Exhibit ‘A’ – Preliminary Project Schedule represents the proposed projects scheduled from receiving written notice to proceed from CITY through project closeout.

EXHIBIT ‘A’

The schedule for the Project, based upon the anticipated timely review and comment on deliverables of plans by the CITY and Governmental review agencies is anticipated as follows:

Task	Task Duration
Task # 1 - Data Collection	20 Calendar Days
Task # 2 - Construction Documents	60 Calendar Days
Task # 3 - Permitting Services	30 Calendar Days
Task # 4 - Bid Phase Services	30 Calendar Days
Task # 5 - Construction Phase Services	TBD

8.0 RESPONSIBILITIES OF THE CITY

- The CITY shall provide available preliminary engineering, studies, reports or record data in a timely manner. This data includes information regarding the water system, sanitary sewer system or stormwater system. In addition, any design or calculations for the project area or adjacent areas are included.

- The CITY shall review any documents submitted by the CONSULTANT and provide review comments in a timely manner.
- The CITY will be responsible, as applicant, to obtain all permit approvals from regulatory agencies with the assistance of the CONSULTANT.

9.0 METHOD OF COMPENSATION

Compensation for Services provide under Task 1 through Task 4 shall be provided on a Lump Sum basis and Task 5 Construction Phase Services will be provided on a Time and Materials basis in accordance with the provisions of the contract. Refer to Exhibit 'B' for a detailed schedule of fees.

10.0 ASSUMPTIONS

In preparation of this Task Order, the following assumptions have been made. Modifications to the above Scope of Services or these assumptions shall be considered as an Additional Service Item under the terms of this contract. The assumptions include:

1. All recommendations for sizing and operability of the utility system has been verified through hydraulic analysis or modeling performed by others and recommendations for any replacement or rehabilitation contained herein are as provided to the CONSULTANT by the CITY. Any supplemental analysis or modeling can be provided as an additional authorized item.
2. There will be no permitting required through FDOT.
3. The roadways included in this project are owned and maintained by the CITY and Palm Beach County.
4. The CITY will provide the CONSULTANT with available record or as-built drawings.
5. CITY permits are not required for this project; the review and approval of submittals shall constitute permitting by the CITY.
6. The CITY will provide the CONSULTANT with electronic copies of "Front End" documents in .doc or .docx format.
7. Legal work necessary to establish easements for the installation of the water mains, if required, will be the responsibility of the CITY.
8. The CITY is responsible for all permitting fees including applications, certifications and public notification.
9. The design shall be based on federal, state and local codes and standards in effect at the beginning of the project. Revisions required due to subsequent changes to those regulations shall be considered an Additional Service Item.

11.0 SUMMARY AND AUTHORIZATION

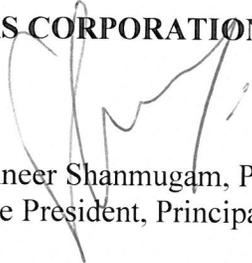
We greatly appreciate the opportunity to submit this proposal. We are very confident in our ability to complete project tasks on schedule and in a professional manner. We look forward to being of service to City of Lake Worth and to further discuss this proposal and your project requirements.

The receipt of a signed copy of the attached "Authorization" (following page) shall constitute our authorization to proceed. We look forward to working with you.

Please do not hesitate to contact me at (561) 862-1041 with any questions or comments.

Sincerely,

URS CORPORATION SOUTHERN



Panneer Shanmugam, P.E.
Vice President, Principal in Charge

In WITNESS WHEREOF the parties hereto have made and executed this Agreement on the _____ day of _____, 2015.

City of Lake Worth

By: _____
Pam Triola,
Mayor

Attest:
Sufficiency:

Pamela J. Lopez, City Clerk

Approved as to form and legal

By: Christy Goddeau
Christy Goddeau,
City Attorney

Date

URS Corporation Southern
By: Panneer Shanmugam
Panneer Shanmugam, PE
Vice President

Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13th day of April, 2014, by Panneer Shanmugam, of URS Corporation Southern, a Florida approved corporation, on behalf of the corporation, and who is personally known to me or who has produced the following n/a as identification.

Notary Public:
Shirley Stark
Print Name: SHIRLEY STARK
My commission expires: 3/22/2019

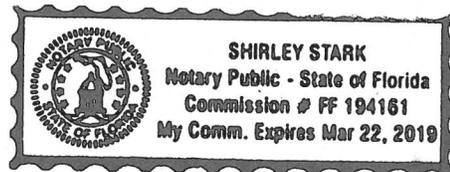


Exhibit 'B'

City of Lake Worth
Task Order No. 03

Personnel	Hourly Rate	Task 1	Task 2.1	Task 2.2	Task 2.3	Task 3	Task 4	Totals		Task 5	Totals	
		Site Invest. Survey / Util. Loc.	Const. Docs. 30%	Const. Docs. 60%	Const. Docs. 90%	Permitting	Bidding	Hrs	Cost	Services During Const.	Hrs	Cost
Prime Labor												
Principal	\$195.00			2	2		2		6			
Project Manager	\$145.00	2	4	4	4	2	8	24	\$3,480	8	8	\$1,160
Lead Civil Engineer	\$145.00							0	\$0	0	0	\$0
Sr. Civil Eng.	\$123.00	8	20	16	16	8	20	88	\$10,824	80	80	\$9,840
Water/Wastewater Eng.	\$97.00							0	\$0	0	0	\$0
Civil/Structural Eng.	\$97.00							0	\$0	0	0	\$0
Staff Engineer	\$84.00		16	16	16	8	8	56	\$4,704	0	0	\$0
Senior CADD Designer	\$93.00		4	4	4	4	4	8	\$744	0	0	\$0
CADD Designer	\$66.00		40	40	40	8	8	128	\$8,448	0	0	\$0
GIS Specialist	\$85.00							0	\$0			
Construction Inspector	\$85.00							0	\$0			
Administrative Associate	\$63.00	8	0	0	4	4	4	20	\$1,260	140	140	\$11,900
Sub Total (hours)		18	84	78	86	30	34	330	\$30,630	236	31,260	\$23,404
Cost per Task (\$)		\$1,778	\$7,396	\$6,922	\$7,546	\$2,726	\$4,262		\$30,630	\$23,404		
Subconsultants												
Topographic Survey												
Utility Locate												
Sub Total												
Total Labor and Subconsultants		\$11,278	7,396	6,922	7,546	2,726	4,262		\$40,130			
Direct Expenses		\$113	\$185	\$173	\$189	\$68	\$107		\$834			
Work Authorization Total									\$40,964			\$24,574



Capital Improvement Program (CIP) Project Request Form

(For Projects / Items Costing Over \$25,000)

Project Title:	Water Main Replace Masterplan Projects	Category Criteria	Improvement/Replacement
Responsible Department:	Utilities	Division:	Water Distribution
Project Manager:	Larry Johnson	Project Location:	Various
Project Identification Number:	UT-WTXXXX	Programmed:	Yes
Project Type / Duration:	<input type="checkbox"/> New <input checked="" type="checkbox"/> Existing <input type="checkbox"/> 1-Year <input checked="" type="checkbox"/> Multi-Yr	Project Priority:	3 of 5

BUDGETED EXPENDITURE SCHEDULE								
Project Elements:	PYs as of 9/30/2014	FY 2015 Budgeted	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY2016 - FY2020 Estimated Total
Pre-Construction (i.e. Survey)								-
Design / Plans / Engineering			84,340	172,197	479,166	523,070	359,461	1,618,234
Land Acquisition								-
Permits								-
Construction		330,000	2,165,033	3,369,763	3,130,586	3,194,441	3,537,143	15,396,966
Inspection / Testing				-	-	-	-	-
Furniture / Fixtures / Equipment								-
Contingency / Miscellaneous				-	-	-	-	-
Other / Indirect								-
Total Expenditures	\$ -	\$ 330,000	\$ 2,249,373	\$ 3,541,960	\$ 3,609,752	\$ 3,717,511	\$ 3,896,604	\$ 17,015,200

Project Description:								
11 th Ave S & S G St		\$ 330,000						
Tropical Dr & Barton Rd			\$ 934,158					934,158
Park of Commerce			\$ 1,230,875					1,230,875
O st & S Palm way* MP yr 7			\$ 84,340	\$ 562,268				646,608
K St & M St				\$ 2,107,696				2,107,696
N F St				\$ 699,798				699,798
Vassar & Byrn Mawr				\$ 86,822	\$ 578,819			665,641
Duke, Lakeside Dr, Wellesley Dr				\$ 85,375	\$ 569,166			654,541
15, 16, 17, 18 Ave N; Terr Dr					\$ 1,982,601			1,982,601
Snowden & Collier					\$ 236,185	\$ 1,574,566		1,810,751
S. C, D, E, F St					\$ 242,981	\$ 1,619,875		1,862,856
S. B, C, F St 3 rd , 4 th , 5 th Ave						\$ 164,193	\$ 1,094,625	1,258,818
Elm, F St						\$ 15,000	\$ 150,000	165,000
15 th Ave S & S N St						\$ 100,563	\$ 670,425	770,988
Wright, Small, Barber Dr						\$ 146,594	\$ 977,293	1,123,887
S East Coast & S H St						\$ 96,720	\$ 644,800	741,520
Hillcrest Dr							\$ 35,281	35,281
S K, L, M, st & 1 st Ave S							\$ 125,528	125,528
15 th Ave S & S G St							\$ 95,243	95,243
13th Ave N & 11th Ave N							\$ 49,265	49,265
N H St - 2 nd to 5 th							\$ 54,144	54,144
		330,000	2,249,373	3,541,960	3,609,752	3,717,511	3,896,604	

Legend

- Construction Cost
- Engineering and Design Costs
- Includes Trench patch and mill/ resurface. Assuming no PS involvement

Project Need / Justification / Benefits:

These projects, which place values on a vital part of the City's infrastructure, have been coordinated with the City's Public Services Department and their Roadway reconstruction/maintenance schedule. The Departments were able to establish a construction sequence by meshing the recently completed Utilities fire protection plan and proposed sewer rehabilitation project schedule with the recently completed Public Services Stormwater Masterplan and Roadway & Sidewalk Masterplan. Watermain installations identified in the plan were prioritized based on the number of properties affected based on the following criteria: properties without sufficient fire hydrant coverage (properties at a distance greater than 300 ft from a fire hydrant); properties without sufficient fire protection, where minimum fireflow pressure did not meet the Palm Beach County Fire Rescue requirements. Deteriorated vitrified clay or concrete sewer mains will be replaced or rehabilitated, reducing inflow and infiltration and preventing adverse environmental impacts, as well as reducing maintenance costs for the area.

List of Equipment (to be Purchased) from Furniture / Fixtures / Equipment Above:

	-	-
	-	-
	-	-

Revenue / Funding Schedule

#1) City Funding:	PYs as of 9/30/2014	FY 2015 Budgeted	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY2016 - FY2020 Estimated Total
General Fund - 001								-
Capital Improvement Fund - 301								-
Electric Fund - 401								-
Water Fund - 402	-	330,000	2,249,373	3,541,960	3,609,752	3,717,511	3,896,604	17,015,200
Local Sewer Fund - 403								-
Golf Course Fund - 404								-
Regional Sewer Fund - 405								-
Stormwater Fund - 408								-
Refuse Fund - 410								-
Information Tech. Fund - 510								-
Garage Fund - 530								-
Total City Funding:	-	330,000	2,249,373	3,541,960	3,609,752	3,717,511	3,896,604	\$ 17,015,200

#2) Grant Funding:	PYs as of 9/30/2014	FY 2015 Budgeted	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY2016 - FY2020 Estimated Total
Federal Grants								-
State Grants								-
County Grants								-
Total Grant Funding:	-	-	-	-	-	-	-	\$ -

#3) Other Outside Funding:	PYs as of 9/30/2014	FY 2015 Budgeted	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY2016 - FY2020 Estimated Total
Bank Loan / Debt								-
Available Debt Proceeds								-
Financing Options								-
Total Other Outside Funding:	-	-	-	-	-	-	-	\$ -

#4) Revenue Enhancements:	PYs as of 9/30/2014	FY 2015 Budgeted	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY2016 - FY2020 Estimated Total
								-
Total Revenue Enhancements:	-	-	-	-	-	-	-	\$ -

Revenue Funding Summary:	PYs as of 9/30/2014	FY 2015 Budgeted	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY2016 - FY2020 Estimated Total
City Funding	-	330,000	2,249,373	3,541,960	3,609,752	3,717,511	3,896,604	17,015,200
Grant Funding	-	-	-	-	-	-	-	-
Other Outside Funding	-	-	-	-	-	-	-	-
Revenue Enhancements	-	-	-	-	-	-	-	-
Total Revenue Funding:	\$ -	\$ 330,000	\$ 2,249,373	\$ 3,541,960	\$ 3,609,752	\$ 3,717,511	\$ 3,896,604	\$ 17,015,200

This section must be completed for all projects. Please list
future revenues and expenses of each project per year once fully operational.

Net Operational Impact:			
A. Revenues Generated:	B. Expenses Incurred:	Net Impact	
A.1- Revenue #1	B.1- Personnel:	B.5- Utilities:	-
A.2- Revenue #2	B.2- Debt Service Costs:	B.6- Materials/Supplies:	-
A.3- Revenue #3	B.3- Contract Services:	B.7- Equipment:	-
A.4- Revenue #4	B.4- Fixed Costs:	B.8- Miscellaneous:	-
Revenue Totals (A.1 -to- A.4)	Expense Totals (B.1 -to- B.8)		\$ -



CITY OF LAKE WORTH

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**DRAFT
AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JUNE 02, 2015 - 6:00 PM**

1. **ROLL CALL:**
2. **INVOCATION:** Pastor Jason Fairbanks, First Congregational Church
3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Ryan Maier
4. **AGENDA - Additions/Deletions/Reordering:**
5. **PRESENTATIONS:** (there is no public comment on Presentation items)
 - A. Post legislative session update by Representative Bill Hager
 - B. Vice Mayor Maxwell to announce the recipients of Renewable Energy and Energy Efficiency (REAP) grant funds
6. **COMMISSION LIAISON REPORTS AND COMMENTS:**
7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**
8. **APPROVAL OF MINUTES:**
 - A. City Commission Meeting - May 5, 2015
9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
 - A. Authorize the use of outside legal services for Fiscal Year 2015
 - B. Amendment to Agreement with Alcalde & Fay, Ltd. for temporary suspension of services
10. **PUBLIC HEARINGS:**
11. **UNFINISHED BUSINESS:**

Agenda Date: June 2, 2015, Regular Meeting

12. NEW BUSINESS:

- A. Ordinance No. 2015-xx - First Reading – prohibit climbing or hanging objects from historic, specimen or champion trees; and schedule the public hearing date for June 16, 2015

13. LAKE WORTH ELECTRIC UTILITY:

- A. **PRESENTATION:** (there is no public comment on Presentation items)
 - 1) Update on the electric utility system
- B. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)
- C. **PUBLIC HEARING:**
- D. **NEW BUSINESS:**

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

- A. June 16, 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.